PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**DPSA009/2021**	CLOSING DATE: 8 **OCTOBER 2021**		CLOSING TIME:	**11:00**
DESCRIPTION	**APPOINTMENT OF THE PANEL OF ACCREDITED HEALTH RISK MANAGERS FOR PURPOSES OF THE IMPLEMENTATION OF THE POLICY AND PROCEDURE ON CAPACITY LEAVE AND ILL HEALTH RETIREMENT (PILIR) IN THE PUBLIC SERVICE.**				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
Batho Pele House,					
546 Edmond Street,					
(C/O Hamilton Street),					
Arcadia					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON	**Lorraine Masenya / Mmapula Kotsokoane**	CONTACT PERSON	**N/A**
TELEPHONE NUMBER	**012 336 1126/1389**	TELEPHONE NUMBER	**N/A**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS		E-MAIL ADDRESS	**pilir.tender@dpsa.gov.za**

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

PART B

TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……
(Proof of authority must be submitted e.g. company resolution)

DATE: ……...

NB: THE COMPULSORY BRIEFING SESSION WILL BE HELD VIRTUALLY VIA THE MICROSOFT TEAMS APPLICATION ON 28 SEPTEMBER 2021 STARTING AT 10:00. ALL INTERESTED PARTIES ARE REQUIRED TO REGISTER AT https://forms.office.com/r/SYKjFfiLS7 TO RECIEVE THE BRIEFING LINK

FAILURE TO ATTEND THE BRIEFING SESSION WILL RESULT IN YOUR TENDER/PROPOSAL BEING DISQUALIFIED.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: ……**BID NO.: DPSA009/2021**

CLOSING TIME 11:00 **CLOSING DATE… 08/10/2021**

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

DESCRIPTION: **APPOINTMENT OF THE PANEL OF ACCREDITED HEALTH RISK MANAGERS FOR PURPOSES OF THE IMPLEMENTATION OF THE POLICY AND PROCEDURE ON INCAPACITY LEAVE AND ILL HEALTH RETIREMENT (PILIR) IN THE PUBLIC SERVICE.**

NO	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
1. The accompanying information must be used for the formulation of proposals.	
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R……..……..
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)	

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
----------	R----------	---------- days
----------	R----------	---------- days
----------	R----------	---------- days
----------	R----------	---------- days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	……	……..	R……..
----------	……	……..	R……..
----------	……	……..	R……..
----------	……	……..	R……..

Bid No.: …… **DPSA009/2021**

Name of Bidder: ……

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	……	……..	R……..
----------	……	……..	R……..
----------	……	……..	R……..
----------	……	……..	R……..

TOTAL: R……

6. Period required for commencement with project after acceptance of bid ……

7. Estimated man-days for completion of project ……

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ……

……

……

……

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

   - the bidder is employed by the state; and/or

   - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed in full and submitted with the bid. Failure to fully complete the questionnaire and duly sign the declaration will result in your bid being disqualified.**

2.1 Full Name of bidder or his or her representative: …….

2.2 Identity Number:……...

2.3 Position occupied in the Company (director, trustee, shareholder[2], member): …….

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust: ……..…….

2.5 Tax Reference Number: ……

2.6 VAT Registration Number: ……....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers **must be indicated in paragraph 3 below**.

[1]"State" means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) national Assembly or the national Council of provinces; or
(e) Parliament.

[2]"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

SBD 4

DECLARATION OF INTEREST

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: ……...……
Name of state institution at which you or the person connected to the bidder is employed : ……
Position occupied in the state institution: ……

Any other particulars:
……
……
……

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO / NA**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO / NA**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

……
……
……

2.8 Did you, your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
……..
……..
……...

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.
……...

SBD 4

DECLARATION OF INTEREST

……..….
……

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars**.**

……
……
……

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

……
……
……

3 Full details of directors / trustees / members / shareholders.

Full Name	**Identity Number**	**Personal Income Tax Reference Number**	**State Employee Number / Persal Number**

SBD 4

DECLARATION OF INTEREST

4 DECLARATION

I, THE UNDERSIGNED (NAME)……

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

…….. ..……
Signature Date

…… ……
Position Name of bidder

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000.00 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000.00 (all applicable taxes included).

1.2

a) The value of this bid is estimated to exceed R50 000 000.00 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable;

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	**100**

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) "EME" means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = ……(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....……%
ii) The name of the sub-ontractor……..
iii) The B-BBEE status level of the sub-contractor.....……
iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

YES		NO	

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:…….

.....

8.2 VAT registration number:…….

8.3 Company registration number:…….

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……
……
……..

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[*TICK APPLICABLE BOX*]

8.7 Total number of years the company/firm has been in business:…….

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the

purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES 1. …….. 2. ……	…… SIGNATURE(S) OF BIDDERS(S) DATE: …….. ADDRESS …….. …….. ……..

SBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Bidding Document **must** form part of all bids invited. **Failure to fully complete the questionnaire and duly sign the declaration will result in your bid being disqualified.**

2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-

a. abused the institution's supply chain management system;
b. committed fraud or any other improper conduct in relation to such system; or
c. failed to perform on any previous contract.

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? **(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied).** The Database of Restricted Suppliers now resides on the National Treasury's website(**www.treasury.gov.za**) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐

SBD 8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

4.4.1	If so, furnish particulars:

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)…… CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

……...	**……..**
Signature	**Date**
…….	**……..**
Position	**Name of Bidder**

Js365bW

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 This Standard Bidding Document (SBD) **must** form part of all bids[1] invited. **Failure to fully complete this document and duly sign the declaration will result in your bid being disqualified.**

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

[1] Includes price quotations, advertised competitive bids, limited bids and proposals.

[2] Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:_____that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

[3] Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
    (a) prices;
    (b) geographical area where product or service will be rendered (market allocation)
    (c) methods, factors or formulas used to calculate prices;
    (d) the intention or decision to submit or not to submit, a bid;
    (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
    (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

…….	…….
Signature	Date
…….	…….
Position	Name of Bidder

Js914w 2

the dpsa

Department:
Public Service and Administration
REPUBLIC OF SOUTH AFRICA

THE DEPARTMENT OF PUBLIC SERVICE AND ADMINISTRATION

BID CHECK LIST

Have you submitted a proof of registration on the Central Supplier Database (CSD) with National Treasury?	**YES**	**NO**
In case of consortium, have all parties to the consortium/joint venture submitted a valid Tax Clearance Certificate? (Failure to submit a valid Tax Clearance Certificate for each party of the consortium/joint venture WILL result in the invalidation of your bid)	**YES**	**NO**
Is the SBD 6.1 form fully completed and signed by the duly authorized person? (Failure to sign the SBD 6.1 will result in the invalidation of your bid)	**YES**	**NO**
Are the following forms fully completed and signed? **1.** SBD 1 **2.** SBD 3.3 **3.** Declaration of Interest (SBD 4) **4**. SBD 6.1 **5.** SBD 8 **6.** SBD 9 **7.** Information session certificate	**YES**	**NO**

……. **……..**

Signature **Date:**

Department of Public Service and Administration

(the DPSA)

Request for Proposals

Appointment of the Panel of Accredited Health Risk Managers for purposes of the implementation of the Policy and Procedure on Incapacity Leave and Ill-Health Retirement (PILIR) in the Public Service

September 2021

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SUMMARY OF DOCUMENTS IN BID PACK

The following documents are attached to this RFP for perusal and where applicable completion. Service providers are to ensure that they have received all the documents:

1. The negotiated leave dispensation for the Public Service as contained in PSCBC Resolution 7 of 2000, as amended by PSCBC Resolutions 5 of 2001, 15 of 2002 and 1 of 2007.

2. The Determination and Directive on Leave of Absence in the Public Service.

3. The Policy and Procedure on Incapacity Leave and Ill-Health Retirement.

ABBREVIATIONS

BAC: Bid Adjudicating Committee

BEC: Bid Evaluation Committee

DPSA: Department for Public Service and Administration

HOD: Head of Department

HRM: Health Risk Manager

PFMA: Public Finance Management Act

PILIR: Policy and Procedure on Incapacity Leave and Ill-Health Retirement

RFP: Request for Proposal

The Department of Public Service and Administration

(the DPSA)

Request for Proposals:

Appointment of the Panel of Accredited Health Risk Managers for purposes of the implementation of the Policy and Procedure on Incapacity Leave and Ill-Health Retirement (PILIR) in the Public Service

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PART A: SPECIAL BID REQUIREMENTS: NATURE AND EXTENT OF SERVICE REQUIRED

1. CONTRACT OBJECTIVES

1.1. In contracting with the service provider(s) pursuant to this RFP, the DPSA seeks to accomplish the following major objectives:

1.1.1. Procure high caliber professional medical knowledge and skills specializing in occupational health to assess and advise the relevant Heads of Departments on applications for temporary incapacity leave and ill-health retirement, within specified timeframes, (with due consideration to the guidelines in certain high incidence illnesses), to enable the Heads of Department to efficiently and effectively take decisions with regard to such applications.

1.1.2. Procure and establish a Panel of a maximum of six (6) Accredited Health Risk Managers from which an individual department could contract a Health Risk Manager with due consideration to time and cost efficiency, with effect from 1 January 2022. The contracts in both instances will be for a period of 36 months.

1.1.3. Procure the services, systems and the infrastructure for handling-

1.1.3.1.1. volumes of application forms;

1.1.3.1.2. referrals to accredited assessors and other health professionals for further opinions;

1.1.3.1.3. communication and interaction with the relevant National and Provincial Departments directly; and

1.1.3.1.4. the systems to maintain and explore data and link it to general

Government databases such as PERSAL.

1.1.4. To attend and participate in the Health Risk Managers Forum convened by the DPSA, and the Steering Committee meetings with National and /or Provincial Departments.

1.1.5. To procure advisory assistance, as well as assistance during legal proceedings and arbitration hearings, etc. to the HOD as and when necessary.

1.1.6. Ensure regular reporting to the DPSA, and the HOD's, as required.

1.1.7. Ensure that the Health Risk Managers appointed to the accredited panel achieve the service levels as defined in terms of this RFP and the ensuing contract and service level agreements.

1.1.8. Ensure document management, data security and confidentiality of individual employees' information is maintained.

1.1.9. Ensure that service providers appointed in a Provincial Administration establish and maintain an office in the Province in which they have been appointed.

2. BACKGROUND

2.1. The Public Service as an employer is obliged to investigate applications for temporary incapacity leave (after normal sick leave of 36 days is exhausted in a three (3) year sick leave cycle) and ill-health retirements. The Policy and Procedure on Incapacity Leave and Il-health Retirement (PILIR) has been introduced to support the Employer in discharging its above-mentioned obligations. PILIR was implemented in 2006 in all Government departments in a centralised approach to incubate the policy and manage identified risks. The DPSA was central to this process.

2.2. PILIR was decentralised to departments with effect from 1 April 2009. The rationale for decentralisation was to devolve the centralised responsibilities that should be traditionally located in departments, from the DPSA to departments, i.e. the contracting of Health Risk Managers (HRM's) to render services required in terms of PILIR, the budgeting and payment for the expenditure.

2.2.1. The decentralisation model adopted is underpinned by the legal roles and responsibilities of:

2.2.1.1. the Minister for the Public Service and Administration to determine the conditions of service of employees;

2.2.1.2. the DPSA as the organ of state which is central to the execution of the Minister's legal responsibilities in relation to policies regulating the human resource management and development, compensation and conditions of services; and

2.2.1.3. the Heads of Department (HOD's) supported by their departments to implement, apply and execute policies and procedures that emanate from the Public Service Act and, if applicable, other employment

legislation.

2.2.2. The HODs who, as accounting officers, in terms of the Public Finance Management Act (PFMA), are entrusted with a variety of responsibilities related to the financial management and related matters of their departments.

2.3. With due consideration to economies of scale and uniformity the Public Service has been divided in 2012 into 13 identified implementation areas, i.e. the Free State Provincial Administration, Western Cape Provincial Administration, Limpopo Provincial Administration, Northern Cape Provincial Administration, North West Provincial Administration, Mpumalanga Provincial Administration, KwaZulu-Natal Provincial Administration, Gauteng Provincial Administration, Eastern Cape Provincial Administration and Clusters 1 to 4 of the National Departments. Refer to Annexure A to this RFP for details on the National Departments and Government Components.

2.4. In summary, the decentralisation model entails the appointment of the Panel of Accredited Health Risk Managers by the DPSA through a single bid process. The appointment to the Panel is concluded with a panel contract entered into between the DPSA and the preferred Health Risk Managers. Departments within the identified implementation areas subsequently through a selection interview, select a Health Risk Manager of choice from the Panel of Accredited Health Risk Managers. Departments shall during the selection interviews consider, among others, the Health Risk Manager's capacity, implementation areas already contracted or having been selected with a view to secure a contract.

2.5. The selection interviews shall not be a repeat of a tender process. The selection interview shall take into account these terms of reference. The respective implementation areas may develop their own selection interview questionnaire. In conducting the selection process, implementation areas shall take into account whether a Health Risk Manager have been selected in other implementation areas. The DPSA shall provide implementation areas with technical assistance during the preparations for and conducting of the selection interviews. Therefore, the DPSA will participate in the selection interviews, but will not participate in the implementation areas final decisions.

3. MANAGEMENT OF SICK LEAVE AND ILL-HEALTH RETIREMENTS IN THE PUBLIC SERVICE

3.1. CURRENT PRACTICES

3.1.1. Sick Leave

The State as employer introduced, through the collective bargaining process a new leave dispensation in July 2000. In terms of this dispensation, an employee is eligible to 36 working days sick leave within a three-year cycle. Medical certificates are required in cases where periods of sick leave are 3 days and more. However, once this 36 working days sick leave are exhausted, the employee may apply for temporary incapacity leave. A medical certificate, regardless of the period of absence, must support such an application. Approval of temporary incapacity leave is subject to an investigation (to be conducted by the employer) into the nature and extent of the incapacity and illness. The

Employer may refer an employee for a second medical opinion.

3.1.2. **Ill-Health Retirement**

The Employer may on the basis of medical evidence, consider the discharge of an employee on account of ill-health. To this end, the Employer may require an employee to undergo a medical assessment by a registered medical practitioner.

3.2. THE POLICY AND PROCEDURE ON INCAPACITY LEAVE AND ILL-HEALTH RETIREMENT (PILIR)

3.2.1. RATIONALE FOR PILIR

3.2.1.1. Prior to the development of the PILIR in 2003, several studies were undertaken in respect of the utilisation of sick leave and ill-health retirements and the management thereof in the Public Service. In each study, a number of findings emerged, which collectively pointed to inadequacies in the overall approach to, and actual management of, sick leave and ill-health retirement of public service employees'. These studies into sick leave trends and the management of sick leave before the implementation of PILIR revealed that-

(a) ill-health retirements are unacceptably high in certain sectors in the Public Service;

(b) a large percentage of all applications should probably or definitely not have been granted ill-health retirement benefits;

(c) a substantial percentage of all applications related to only temporary incapacity, most of whom could have benefited from return to work strategies, such as medical management of conditions, workplace adaptations, rehabilitation and/ or re-skilling;

(d) there are inadequate procedures and controls in place to ensure consistent and objective decisions to prevent abuse of the system;

(e) the State as employer may well lack the expertise and time to conduct a full and comprehensive investigation as required;

(f) the State as employer may lack the expertise to judge whether an attending medical practitioner's certification of sick leave is justified;

(g) there is a lack of consistency between Departments;

(h) medical information substantiating applications varies considerably. Job specific information to assess the limitations and the impact an employee's medical condition places on his/her actual work capacity, is often lacking;

(i) departments repeatedly use the same medical specialists or

health professionals to report on different employees' health conditions and in the process compromise objectivity and specificity;

(j) optimal medical treatment, disease management and rehabilitation are hardly ever investigated and there is no evidence that any attempts were made to comply with labour legislation and employment equity requirements;

(k) the reasons for submitting an application are not only related to ill-health, but also other reasons, such as retrenchment;

(l) the time delay between the onset of incapacity and payment of pension benefits, where applicable, results in hardship to the genuinely incapacitated member;

(m) many recipients of benefits return to the job market within the Public Service and elsewhere;

(n) temporary incapacity leave is utilised to postpone the effecting of measures to address other reasons for poor work performance; and

(o) temporary incapacity leave is granted to delay discharge from service based on ill-health even where such discharge would be warranted.

3.2.1.2. The policy provides a balance between managing the abuse of benefits and addressing positively the interests of employees who are in need of these additional benefits and/or ill-health retirement.

3.2.1.3. PILIR is a mechanism to give effect to and discharge of the employer's responsibility/obligations imposed by legislation in a uniform and scientific manner.

3.2.2. **Key Features of PILIR**

3.2.2.1. Some of the features of the policy are the following. (A copy of PILIR is attached to this RFP for further reference):

(a) This policy will apply to all employees appointed in terms of the Public Service Act, 1994. Where persons employed in the services or state education institutions are not excluded from the provisions of PILIR, those provisions apply in so far as they are not contrary to the laws governing their employment.

(b) The policy takes into consideration and supports the current leave dispensation as contained in the Determination and Directive on Leave of Absence in the Public Service, read together with PSCBC Resolution 7 of 2000, as amended by PSCBC Resolutions 5 of 2001, 15 of 2002 and 1 of 2007 (refer to attached

copies) and legal provisions contained in employment legislation, e.g. the Public Service Act, 1994, read together with the Public Service Regulations, 2016 to discharge a person on grounds of ill-health.

(c) The role players in the structures and processes envisaged in the policy are, the DPSA, Departments, employees and the Health Risk Manager. The Health Risk Manager is an entity of independent multi-disciplinary medical experts, specializing in occupational health. The Health Risk Manager will be appointed in terms of this RFP to the Panel of Accredited Health Risk Managers by the DPSA and contracted individually by Departments. The Health Risk Manager will assess and provide advice to the Employer regarding applications for incapacity leave and ill-health retirements.

(d) The objective of this policy is to set up structures and processes, which will ensure-

(i.) intervention and management of incapacity leave in the work place to accommodate temporary or permanently incapacitated employees; and

(ii.) opportunities for rehabilitation, re-skilling, re-alignment and retirement, where applicable, of temporary or permanently incapacitated employees are identified for the Employer's further attention.

(e) The mission of the PILIR is to-

(i.) adopt a holistic approach to health risk management, by seeking synergies with wellness and disease management programmes provided by members' medical schemes and by implementing sick leave management as well as rehabilitation and re-skilling structures in conjunction with health risk management;

(ii.) prevent abuse of sick leave by managing incapacity or ill-health as far as possible;

(iii.) adopt a scientific approach to health risk management based on sound medical, actuarial and legal principles;

(iv.) involve the various stakeholders in the health risk management processes and structures;

(v.) implement health risk management that is consistent, fair and objective; and

(vi.) support health risk management that is cost effective and financially sound.

3.2.2.2. PILIR generally assists Departments in the professional investigation and management of incapacity leave and ill-health retirement applications. It will also assist Departments in the application of the current sick leave dispensation and the management and investigation of potential ill-health retirements.

3.2.2.3. PILIR provides assessment processes for-

(a) temporary incapacity leave in respect of periods of between 1 to 29 days, which will be a short assessment process; and periods of 30 days and more, which will be subject to a primary assessment and where necessary a secondary assessment ; and

(b) ill-health retirement applications, which will be a full assessment process.

3.2.2.4. PILIR also provides for a short ill-health retirement process in the event where the Health Risk Manager advises, following the primary and secondary assessment processes, the ill-health retirement of an employee.

3.2.2.5. Application forms for temporary incapacity leave are prescribed in terms of PILIR. These forms are multi-functional in that it will e.g. capture decisions by the Employer and referrals to the Health Risk Manager. A prescribed report for ill-health retirement cases is included in the policy document.

3.2.2.6. The policy contains mechanisms to deal with differences between the Employer and Employee, as well as differences between the Employer and the Health Risk Manager.

4. SERVICES REQUIRED FROM SERVICE PROVIDERS

4.1. Expert Services Required by the Health Risk Managers appointed to the Panel of Accredited Health Risk Managers in Relation to the Application of PILIR

4.1.1. Short Periods of Temporary Incapacity leave (i.e. 1-29 days)

It will be required from the service provider, within the parameters of the *PILIR* to-

(a) assess applications for short periods of temporary incapacity leave, which should include scrutiny of all relevant medical evidence and verification of information with the treating practitioner, among others;

(b) provide advice to the relevant Employer; and

(c) categorise the incapacity leave according to the categories prescribed in the above-mentioned policy.

4.1.2. **Long Periods of Temporary Incapacity Leave (i.e. 30 days and more)**

It will be required from the service provider, within the parameters of the PILIR to-

(a) subject applications for long periods of temporary incapacity leave to a primary assessment and, where applicable, a secondary assessment as contemplated in the above-mentioned policy, among others;

(b) provide advice to the relevant Employer; and

(c) categorise the incapacity leave according to the categories prescribed in the above-mentioned policy.

4.1.3. **Ill-Health Retirements**

It will be required from the service provider, within the parameters of the PILIR to-

(a) subject applications for ill-health retirements to a full assessment process as contemplated in the above-mentioned policy; and

(b) provide advice to the relevant Employer.

4.1.4. **Turn Around Times**

Service providers shall adhere to the turnaround times outlined in**-**

(a) Annexure B to this RFP in respect of short periods of temporary incapacity leave;

(b) Annexure C to this RFP in respect of long periods of temporary incapacity leave; and

(c) Annexure D to this RFP in respect of ill-health retirements.

4.1.5. **IT Infrastructure**

(a) The service providers are required to establish and maintain a database for purposes of-

i) monitoring and tracking case flow/work progress; and

ii) the reporting requirements in this RFP. MS Office software applications should be utilised to enable the DPSA and Departments to access reports electronically.

4.1.6. Document Management

For this purpose document management refers to a document management system to manage documents and/or their contents in various formats according to business rules through its life cycle from inception to disposal.

(a) **Document Management Enablers**

Noting that the Public Service's electronic infrastructures are diverse in nature, i.e. varying from sophisticated to non-existent. It is therefore expected that the service provider should accept and where necessary have the following document management enablers intact to facilitate the process:

(i.) Courier services

(ii.) Mail services

(iii.) Fax facilities

(iv.) Web-based facilities

(v.) Email

(vi.) Scanning

(b) **Electronic Document Management**

Electronic document management involves the hardware and software supporting the document management process. It is required from the service provider to maintain an electronic document management system, since it will be necessary to maintain the database as required in the policy, as well as for extracting reports for reporting purposes, etc. Information kept in such an electronic document management system must be available after the termination of the contract with the appointed service provider(s).

(c) **Central Depository**

In order for the Departments to maintain their personnel records for auditing purposes as required by the Auditor General, it is required that the service provider put systems in place ensuring that original documents which have been dispatched to the service provider, are returned to the Departments. It is required that the service provider maintain a depository system to enable it to retrieve an employee's previous applications/records for consideration in subsequent applications and for auditing purposes. The safekeeping of records must comply with the requirements contained in the Minimum Information

Security Standards applicable to confidential records. In this regard, the following requirements apply:

(i) Doors of all offices in which classified documents are kept must at least be fitted with security locks.

(ii) There must be proper control over access to and effective control over movement within any building or part of a building in which classified information is handled.

(iii) Effective control must be instituted over access to security areas in a building such as cryptographic and computer centers, the registry and other areas identified as sensitive.

(iv) Where necessary doors, windows, fanlights, passages, stairs, etc. giving access to the room or division should be equipped with locks, bolts, iron bars or metal blinds of adequate strength.

(v) All the doors of any room in which classified material is dealt with or handled must be fitted with security locks and must be locked when it is vacated, even for a short period, by the person(s) using the room.

(vi) If the staff member(s) leave the room for a longer period, e.g. during a lunch hour, all classified material must be locked away in a safe or metal cabinet which is of adequate strength and equipped with a security lock.

(vii) When classified documents are not in use, it must be stored in a reinforced filing cabinet.

(viii) The keys to any building, part of a building, room, strong room, safe, cabinet or any other place where classified material is kept must be looked after with the utmost care and effective key control must be instituted.

(ix) The keys to safes and strong rooms must be kept in safe custody.

(x) If a strong room or safe is fitted with a combination lock, the combination must, apart from being reset when it is purchased, be changed at least once every three months

(xi) Access to any controlled building, part of a building or room where classified information is handled/stored outside normal office hours should be prohibited to persons who do not work there.

(xii) All staff with access to confidential documents must complete a declaration of confidentiality. This declaration of confidentiality is to be renewed annually.

4.1.7. **Back-Up/Archiving**

Reporting and analyses will be dependent on data integrity. It is therefore required that the service provider put adequate systems in place to preserve data and prevent data loss.

4.1.8. **Data**

(a) All personal information and/or data related to employees' gathered and stored by the service provider in the execution of its contractual obligations must be in keeping with the requirements of the Protection of Personal Information Act, Act 4 of 2013 (POPI Act).

(b) The sick leave and ill-health retirement data (including brochures on the policy and procedure) that will be under the control of the service provider shall remain the property of the DPSA and the Departments, and the service provider shall not obtain any rights to such data.

(c) The said data in possession of the service provider or to which the service provider may have access during its contract with the Public Service, may only be used in the performance of the services required.

(d) It is required that the service provider shall take reasonable precaution to preserve the integrity of the data and to prevent corruption, leaking, hacking or loss of such data.

(e) If the said data is corrupted, lost, or sufficiently degraded to be unusable, due to any act or omission by the service provider, it must immediately take all steps to restore or procure the restoration of the relevant data. If the corruption, loss or degradation of the data is due to the fault of the service provider, it will be liable for all costs and damages associated with such corruption, loss, degradation and restoration.

4.1.9. **Data Security**

(a) Data related to the Public Service may only be accessed by authorised employees or contracted persons of the DPSA and Departments, as well as the service provider.

(b) It is therefore required that the service provider takes all steps to ensure that the Public Service's data is not accessible to any party who is not authorised by either the DPSA and Departments or the service provider to access such data.

4.1.10. **Audit**

(a) It is expected that the service provider applies normal auditing practices and that the applicable audit reports be submitted on an annual basis to the DPSA.

(b) It is required that the service provider maintain at all times full and accurate records (audit trails) of all services provided and shall retain such records for the currency of its contract with the DPSA. The latter records remain the property of the DPSA and should be returned on termination of this contract.

(c) The DPSA reserves the right to appoint either its own auditors or agents to audit the service provider if it suspects fraudulent practices or the application of incorrect procedures, poor services or the like.

4.1.11. **Assessors**

(a) **Accreditation and Performance Standards**

(i.) It will be required from the selected service provider to utilise a network of assessors, e.g. occupational therapists, doctors, etc. to ensure that the DPSA and the Employer enjoy quality and consistent services from the service provider. It is furthermore required that the service provider ensures that the assessors so utilised-

1. are qualified and duly registered in terms of the applicable legislation and proof of such registration must be submitted to the DPSA annually; and

2. maintain specified performance standards.

(ii.) It is required that the service provider immediately inform the Employer on changes to the network of assessors during the duration of the contracts.

(iii.) It is required that the service provider adopts and maintains policies which provides for-

1. quality and performance standards to which assessors should adhere to; and

2. a formal accreditation process during contracting of assessors to adhere to the required quality and performance standards.

(b) **Coverage**

With due consideration to the geographic position of Provincial Administrations, and the fact that National Departments have offices throughout the country, it is required that the service provider, as far as possible, utilise assessors who are available in at least all the major centres, or in close proximity of the relevant employee's normal place of work.

4.1.12. **Fraudulent or Unlawful Activity ("Fraud")**

Fraud in this context has different dimensions, including, but not limited to fraud on the side of the selected service provider, fraud around medical certificates presented by employees, and fraud by medical practitioners.

(i.) **Fraud on the side of the selected service provider**: Fraud on the side of the service provider (or its staff) will not be tolerated. The DPSA (including its staff, auditors or authorised agents) reserves the right to gain immediate access to the premises of the selected service provider if there is reason to believe that the service provider (or its staff) is involved in any fraudulent or unlawful activity. Furthermore, if it has been established and confirmed that the selected service provider (or its staff) is involved in such activities the **DPSA** will immediately terminate the selected service provider's contract and all costs incurred by the DPSA for the above intervention will be recovered from the Health Risk Manager.

(ii.) **Fraud around medical certificates presented by employees and fraud by medical practitioners:** It is required that the selected service provider has systems in place to take the necessary steps, if such activities occur.

4.1.13. **Help Desk/Call Centre**

(a) The service provider is required to set up and maintain a help desk/call centre function, to provide to practitioners and managers who are responsible for the processing and approval of sick leave and ill-health retirements-

(i.) assistance and advice with regard to the referral of cases to the service provider; and

(ii.) a mechanism through which they can make follow-ups on cases referred for assessments.

(b) The service provider must ensure that the help desk/call centre is staffed with trained personnel.

4.1.14. **Project Management**

The DPSA requires that the service provider actively participates in project management during the life of the agreements pursuant to this RFP. The DPSA will establish the necessary project management mechanisms, inclusive of the reporting schedules and formats stipulated in the Service Level Agreements. In addition, the service provider will be responsible for the assembly, assimilation and presentation of key administration system issues to the DPSA, e.g. changes or additions required to the policy and/or procedure.

4.1.15. **Staffing**

(a) The service provider shall provide the personnel necessary to render the services and service levels specified in the proposal, contained in this RFP, and shall ensure that it possesses or has access to knowledge and sufficient expertise and staff to enable it to provide the required services in accordance with the agreed service levels.

(b) Service providers are to submit with their proposal the Curricula Vitae and proof of registration with the applicable professional body, if applicable, of all personnel to be allocated to the project. Failure to comply may result in exclusion from any further evaluation

4.1.16. **Service Level Reporting**

(a) The service provider will be required to agree to achieve specific service levels, which will be equal to or exceed the suggested service levels. These include, but are not limited to, assessments of temporary incapacity leave and ill-health retirement applications, turnaround times and others. Specific financial or other penalties and an arbitration procedure will be incorporated into the service level agreement.

(b) The service provider shall implement the necessary measures, monitoring tools and procedures required in measuring and reporting the service provider's performance of services against the applicable performance standards on a quarterly basis. Such measurement and monitoring shall permit reporting at a level of detail sufficient to verify compliance with the performance standards, and shall be subject to audit by the DPSA and/or its appointed contract manager or auditors. The service provider shall provide the DPSA with the information and access to such tools and procedures upon request, for purposes of verification. Furthermore, the service provider shall, on request of the DPSA, provide a duplicate of any database used to capture and report on service levels so that appropriate provisions relating to the provision of service reports and the time periods relating thereto will be incorporated into any agreement concluded pursuant to this RFP.

(c) The quarterly written reports must be provided to the DPSA within 21 working days of the last day of the preceding quarter. For this purpose, the quarters that shall apply are January to March; April to June; July to September and October to December. The current format is attached at Annexure E to this RFP. Departments may require similar reports in terms of their contracts.

(d) Reports must be made available in hard copy accompanied by an electronic version in a format compliant with MS Word and MS Excel.

(e) The data that informs the quarterly reporting shall be provided together with the written report in an MS Excel workbook in the format determined by the DPSA. No deviation from the format determined is allowed.

4.2. **Implementation**

4.2.1. It is expected that the service provider shall acquaint itself with the organisation and operation of the implementation area and the departments within the particular implementation area.

4.2.2. Noting that current processes related to the assessment of incapacity leave and ill-health retirement applications cannot be interrupted, the service provider is required to submit a high-level implementation plan. The plan should indicate all the activities, tasks to be undertaken, resources required and time frames. The implementation plan must also outline a handover process in the event of a change in service provider. The handover process must indicate the manner in which responsibility for the consultancy service will be facilitated between the outgoing and incoming service providers to enable continuity of service.

4.3. **Transfer of skills**

4.3.1. It will be expected from the service provider to display a willingness and intent to develop human resources in the public service involved in the PILIR process. In this regard, the service provider must demonstrate which opportunities it would utilise to transfer and/or enhance skills, the mode in which the transfer and/or enhancement of skills will take place and the target audience.

PART B: GENERAL BID SUBMISSION CONDITIONS, INFORMATION AND INSTRUCTIONS

Service providers must take note of the following conditions and instructions

1. FRAUD AND CORRUPTION

Service providers are to take note of the implications of contravening the Prevention and Combating of Corrupt Activities Act, Act No 12 of 2004 and any other Act applicable.

2. ISSUER

The Department of Public Service and Administration issues this RFP.

3. BRIEFING SESSION

The date and time of the compulsory briefing session are indicated on the SBD1 and will be held virtually.

4. QUESTIONS FOR CLARIFICATION

4.1. Questions of clarity will be dealt with strictly in writing. Service providers may forward written questions for clarity related to the meaning or interpretation of any part of the terms of reference or any other aspect concerning the bid by not later than midnight of

the third working day after the briefing session. A global response to all questions will be provided by e-mail within three (3) working days after the closure for the submission of questions.

4.2. Questions of clarity should be forwarded to the following e-mail address:

E-mail address: pilir.tender@dpsa.gov.za.

5. PREPARATION OF BIDS

5.1. As indicated, the intention is to appoint the Panel of Accredited Health Risk Managers, from which Departments could select and contract a Health Risk Manager to render the consultancy service described in this RFP.

5.2. A detailed proposal in response to this RFP must be submitted. The proposal should contain all the information required to evaluate the bid against the requirements stipulated in this RFP. (Also, refer to the framework provided for responses elsewhere in the RFP). A service provider may provide additional information on relevant items. Failure by the service provider to respond to any one or more of the sections may result in exclusion from any further evaluation. Marketing material is not regarded as a response to the proposal or part thereof.

6. PROVISIONS RELATING TO SUBCONTRACTORS AND CONSORTIUMS

6.1. A service provider whose proposals are accepted will be required to assume responsibility for all services required in terms of this RFP, whether or not such services are sub-contracted to a third party, it being specifically recorded that any agreements concluded pursuant to this RFP will be concluded only with the successful service provider. Further, the DPSA will consider the service provider whose proposals are accepted to be the sole point of contact with regard to all services contemplated in this RFP, including payment of all charges resulting from the provision of such services.

6.2. If it is considered in a proposal submitted that any of the services (in whole or in part) contemplated in this RFP are to be subcontracted, such proposal must include the following information:

6.2.1. List of all subcontractors.

6.2.2. Subcontractor name and address.

6.2.3. Complete description of work to be subcontracted.

6.2.4. Descriptive information concerning the subcontractor's organisation.

6.2.5. References of each subcontractor.

6.2.6. Last three years audited financial statements of each subcontractor.

6.3. The DPSA shall have the right to approve or not approve subcontractors for any portion of services required under this RFP and to require the service provider whose proposals were accepted to replace those subcontractors found to be unacceptable. The service provider whose proposal is accepted is responsible for adherence by the subcontractor to all provisions of any agreements concluded pursuant to this RFP. In addition, the activities performed by all subcontractors must be integrated with the operations/location of the service provider whose proposal is accepted, such that the DPSA perceives a single service entity from an operational point of view.

6.4. A number of service providers may respond to the RFP as a consortium in order to provide the capabilities to address all the service requirements of the DPSA. Should this be the case, there must be a single point of contact with regard to contractual matters, including payment of all charges resulting from the anticipated contract. It is further recorded that all such service providers shall be jointly and severally liable for all obligations and liabilities arising from any agreements concluded pursuant to this RFP. The proposal of a consortium must include a valid consortium agreement.

6.5. A service provider whose proposal is accepted cannot act as a subcontractor for another service provider whose proposal was also accepted.

7. WITHDRAWAL OR MODIFICATION OF BIDS

Any service provider who submits a proposal in response to this RFP will have the right to withdraw, modify or correct a proposal after delivery thereof provided that the request for such withdrawal, modification or correction, together with the full details of such modification or correction must be received by the DPSA before the closing date and hour stipulated for the receipt of proposals.

8. ACCEPTANCE/REJECTION OF BIDS

8.1. The DPSA reserves the right to accept or reject, wholly or in part, any of the proposals submitted in response to this RFP within its sole discretion and having due regard to any applicable legislation or regulations.

8.2. The service provider whose proposals are accepted will be required, to enter into an agreement with the DPSA to be appointed to the Panel of Accredited Health Risk Managers relating to the implementation, application and maintenance of the Health Risk Management Service in individual Government Departments as contemplated in PILIR

8.3. The service provider who is appointed to the Panel of Accredited Health Risk Managers and who is subsequently selected by a department to render the consultancy service must enter into a separate agreement with the said department.

8.4. These agreements will govern the relationship between the parties and will contain key performance indicators and, where applicable sanctions for non-compliance. The said agreements with the DPSA must be concluded before an individual department can enter into an agreement with the Health Risk Manager of their choice.

8.5. The terms and conditions of this RFP as well as the selected proposal(s) will be incorporated into the agreements as part of the contractual obligations of the successful service provider, it being specifically provided that the respective service provider will be

bound by any statements and representations made in its proposal. Failure by any of the successful service provider(s) to accept the terms and conditions contained in this RFP and the submitted proposal, or a failure by the parties to conclude the required agreements by the date stipulated will entitle the DPSA and/or individual department to cancel the agreement without prejudice to any rights or claims for damages which it may have. Neither the DPSA, nor the individual department will have any obligations whatsoever *vis-à-vis* the service provider should the award of the contract be so terminated.

9. PROFILE OF THE PUBLIC SERVICE

The Public Service presently has 1 069 836 employees (excluding the South African Police Services and members appointed in terms of the Defence Act in the South African Defence Force), as at 31 December 2020, in its employ. The Public Service comprises of-

9.1. Forty Four (44) National Departments and Government Components, with head offices in Pretoria. Some of the National Departments have regional offices throughout South Africa. Some National Departments e.g. the Department of International Relations and Coordination, also services the embassies and missions in a number of countries throughout the world.

9.2. Nine Provincial Administrations. Each Provincial Administration comprises of a number of Provincial Departments, delivering services within that Province. The number of Provincial Departments varies from Province to Province, i.e. between 10 to 15 Departments. Each Provincial Department has a head office in the capital of the Province and regional offices throughout the Province with the exception of a few Departments.

9.3. A summary sheet with previous case volumes for the respective implementation areas is attached at Annexure F to this RFP.

10. PRICE

10.1. Service providers are currently paid-

10.1.1. a capitation fee of R 11.22 (inclusive of VAT) per head per month. This fee includes ,but will not be limited to the assessment of applications for incapacity leave and ill-health retirement, medical referrals (up to 30% of all long incapacity leave and ill-health retirement applications, where required, in a 12 month period corresponding with the same year in the previous leave cycle in respect of a Provincial Administration or Cluster of National Departments); email, scanning, faxing, telephone, postage, courier services, provision of systems and administrative capacity, project management, statistical input, reporting as required, access to call-centre/help desk, information data housing with respect to electronic data and paper documentation, internal auditing of data, processes and services, Health Risk Manager accommodation and personnel costs, attendance of meetings (including travel and accommodation costs) assistance in preparation of legal proceedings and hearings, the creation, follow up and submitting of invoices; and

10.1.2. R 4 415,21 (inclusive of VAT) per assessment if actual medical referrals of <u>all</u> long incapacity leave and ill-health applications in a cluster or a Province

exceeds 30% of the total number of long incapacity leave and ill-health retirement applications received in a 12 month period corresponding with the same year in the previous leave cycle in respect of that cluster/Province.

10.2. The service provider must submit a detailed competitive pricing option(s), which match or improves on the current price without compromising service delivery. The price should be based on a capitation fee per head per month culminating in an overall price for the duration of the contract. The issue of price is subject to negotiations.

10.3. All prices must be **inclusive of VAT**.

11. BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS

11.1. Bidders are required to submit original and valid B-BBEE Status Level Verification Certificates or certified copies thereof together with their bids, to substantiate their B-BBEE rating claims.

11.2. Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score points out of 90 for price only and zero (0) points out of 10 for B-BBEE.

11.3. A trust, consortium or joint venture must submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid.

11.4. Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.

11.5. The Service provider may include additional information it deems relevant to this RFP and which was not accommodated in SBD 6.1 of the accompanying documentation.

12. INCURRING OF COSTS

Costs incurred by any party in responding to this RFP are for the responding party concerned.

13. PROPOSED SERVICES APPROACH

13.1. The service provider's approach to providing the service described in this RFP must meet or exceed the requirements laid down by this RFP. Examples of the areas, which will be considered as part of these criteria, include but are not limited to the following:

13.1.1. Overall understanding of the service provider's health risk management services.

13.1.2. Implementation planning and approach.

13.1.3. Fit of service provider's existing standards, procedures and operating capabilities with the requirements of the DPSA.

13.1.4. Comprehensiveness and recommended approach to document management.

13.1.5. Adequacy of the service provider's infrastructure, physical and financial resources and expertise for supporting the DPSA's requirements.

13.1.6. The service provider's demonstrated ability to meet all turnaround times.

13.1.7. The service provider's demonstrated physical and electronic security.

13.1.8. The service provider's demonstrated audit standards and procedures.

13.1.9. The service provider's demonstrated ability to maintain a database according to the DPSA's requirements.

13.1.10. The service provider's demonstrated ability to maintain document management systems according to the DPSA's requirements.

13.1.11. The service provider's demonstrated ability to develop detailed assessment reports and project reporting.

13.1.12. The service provider's ability to provide an office within the Provinces where services will be rendered to individual departments.

14. GENERAL BUSINESS AND FINANCIAL STRENGTH

14.1. Given the importance of the management of incapacity leave and ill-health retirements in the Public Service**,** the general business and financial strength of the service providers responding to this RFP is of critical importance. Therefore, service providers must demonstrate to the satisfaction of the DPSA its general business and financial strength. For this purpose, the service provider(s) must provide audited financial statements, including balance sheets and income statements for the past three years. The service provider(s) should describe the last three years' trends in revenues, employees, profitability and investments. The service provider(s) must also list its current outstanding contractual liabilities and obligations.

14.2. The successful service provider(s) should also be able to demonstrate a commitment to the development, implementation and maintenance of health risk management systems as an ongoing line of business through the last three years and staff that are directly committed to it. The length of time the service provider has been in the business of development, implementation and maintenance of health risk management systems as well as overall business experience will be considered.

15. CURRENT AND PAST CUSTOMER REFERENCES

The service provider(s) must to the satisfaction of the DPSA demonstrate that it has the ability to implement and maintain health risk management systems. For this purpose, the service provider must provide information and at least 6 references for current and past implementation and maintenance of health risk management services. The size, industry and products of these customers must be described as well as the types of services provided. *The date and duration of service to each* customer should be included as well as whether the service provider was the primary contractor or subcontractor. If a subcontractor, the service provider should list whom the primary contractor was/is, and should provide information on the portion of service(s) that they were responsible for as subcontractors. *The service provider should include a summary of all recent reviews by its customers and should note the number and type of non-compliance with performance levels that were identified.*

16. SITE VISITS TO SERVICE PROVIDER'S OPERATIONS

The DPSA may conduct site visits to short listed service providers' operations either at the service provider's site or at current customer sites. These visits will be considered as part of the service provider's capability to provide the service levels, quality of service and operations necessary to support the DPSA's requirements. This will include live link-ups with the service provider's site(s).

17. PRESENTATION

17.1. Shortlisted service providers shall be expected to make a presentation of a maximum of 30 minutes to the Bid Evaluation Committee. The presentation should be focused solely on the requirements of the RFP. The service provider should be able to answer questions related to any aspect related to the bid proposal.

17.2. The DPSA will notify the service provider of the date, time and venue where the presentation must be presented.

18. FORMAT FOR RESPONSE TO BID

18.1. Service providers must prepare and package their bid proposals and all related documents in accordance with the following framework. A service provider's proposal must be clear, factual and to the point. Brochures and other marketing material as a response to this RFP will not be accepted. All matters contained in the RFP must be addressed. Should a service provider wish to provide additional information, the said information must be appended to the specific section of the proposal to which it pertains and/or be referred to and included in a file of annexures.

18.2. Service provider Background and History

18.2.1. Date that the firm was founded.

18.2.2. Historical background.

18.2.3. Revenue history of the firm.

18.2.4. The last three years audited financial statements.

18.2.5. Services provided by the service provider.

18.2.6. Applicable CV's.

18.3. Health Risk Management Experience

18.3.1. Description of the Health Risk Management experience rendered to current customers.

18.3.2. List of current customers and their locations.

18.3.3. List of contacts within these customers.

18.3.4. Notation as to which customers would be available for site visits/reference details.

18.3.5. Public Sector clients.

18.3.6. Companies with geographically dispersed locations.

18.3.7. The size, industry and products of these customers must be described as well as the types of services provided.

18.3.8. The date and duration of service to each customer.

18.4. Service provider Capabilities

18.4.1. Description of experience in the health risk management industry.

18.4.2. Description of experiences in the Public Sector (within this context it refers to the three spheres of Government, i.e. national, provincial and local authorities (municipalities)) and the health risk management industry, both nationally and internationally (if applicable).

18.4.3. Description of current infrastructures, including, but not limited to staffing numbers.

18.4.4. Description of current employers who are presently clients of the service providers, including, but not limited to the number of employees of each of the employers.

18.4.5. Expertise and experience in implementing and maintaining health risk management systems.

18.4.6. Change management and project management skills.

18.4.7. Change management practices.

18.4.8. Project management practices.

18.4.9. Formal methodologies employed (if any).

18.4.10. Expertise in legislative and regulatory framework within which the Public Service functions, e.g. the Public Finance Management Act, the Public Service Act, the Government Employees Pension Law, etc.

18.5. General Issues

18.5.1. Any ISO9000/9001 certifications or commitment to obtaining certifications.

18.5.2. Outstanding/current contractual obligations and liabilities.

18.5.3. Major litigation against the company, abnormal contractual obligations and liabilities.

18.5.4. Investment in appropriate human resources capacity and development of current personnel to support implementation and development.

18.6. Response to the implementation and application of PILIR, as per the special bid requirements

The primary requirement of this part of the service provider's proposal is that it should demonstrate possession of the required resources, e.g. human and financial to provide and maintain health risk management services to the relevant National and Provincial Departments as set out in this RFP. The service provider must also indicate-

18.6.1. The procedures that it will apply to achieve the required service levels. The procedural descriptions should cover all the aspects of the service provider's responsibilities;

18.6.2. A description of staff available (assessors included) to provide the services and render support when required;

18.6.3. A description of its document management system, with due consideration of the needs identified in this RFP;

18.6.4. A description of the help desk to be offered;

18.6.5. A description of any additions or amendments to be incorporated into the DPSA contract (draft service level agreement(s)); and

18.6.6. Any physical infrastructure e.g. IT services, geographical disbursed offices, etc. to fulfill the tasks.

18.7. Response to the Implementation ability

In this section, the service provider should provide enough information about the service provider's approach to the implementation task to permit the DPSA to make a valid assessment of the service provider's qualifications and/or abilities. At a minimum, the following information should be provided:

18.7.1. The ability of the service provider to commence with implementation with effect from 1 January 2022.

18.7.2. A complete description of the services that the service provider would label as implementation services.

18.7.3. An implementation work plan including detailed activities, timing and responsibilities.

18.7.4. The proposed staff dedicated to the implementation process.

18.7.5. A description of the service provider's experience in performing implementation-related services, i.e. previous implementations including the names and details of clients for whom these services have been performed.

19. SUBMITTING BIDS

19.1. Service providers must submit a complete response to this RFP to the DPSA, Batho Pele House, 546 Edmond Street Arcadia, Pretoria **by not later than the closing date and time reflected on SBD 1.**

19.2. The proposal must include a statement as to the period during which the proposal remains valid. The proposals must be valid for a period of 3 months from the due date for responses to be submitted.

19.3. A detailed proposal in response to this RFP must be submitted. A TWO-ENVELOPE system will be used for the submission of proposals. **One envelope must be submitted for functionality and the other for price. Failure to submit two separate envelopes will result in the bid being disqualified**. For this purpose, the service provider must provide in respect of both the functionality and price one (1) original plus twenty (20) hard copies of each and one (1) MS Word copy of the functionality proposal one (1) MS Excel copy for the price proposal and one (1) searchable PDF version of both the functionality and price proposals on a USB flash drive. It must be noted that no references to price may be included in either the narrative on or envelope containing the functionality proposal. The SBD form as it pertain to price must be included in the pricing envelope.

19.4. **NB**: Service providers must clearly indicate on the cover of each document whether it is the original version or a copy. The original version must be signed in ink.

19.5. Economy of Proposal Preparation: Each proposal should be prepared simply and economically, providing a straightforward, concise description of the service provider's ability to meet the requirements of the RFP. Excessive proposal preparation will receive no extra evaluation credit. Emphasis should be on a clear, concise, factual proposal.

19.6. The above will become the property of the DPSA and shall not be returned.

19.7. Receipt of all tender proposals will be recorded in a register at the point of receipt.

20. LATE BIDS

20.1. Bids received late will not be considered. A bid will be considered late if it arrived even one second after 11:00 AM or any time thereafter. The tender box shall be locked at exactly 11:00 AM and bids arriving late will not be considered under any circumstances. Bids received late shall be returned unopened where possible to the service provider. Service providers are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.

20.2. The official Telkom time (Dial 1026) will be used to verify the exact closing time.

20.3. Bids sent via any other means than hand delivery shall be deemed to be received on the date and time of arrival at the DPSA premises. Bids received at the physical address after the closing date and time of the bid, shall therefore be deemed to be received late.

21. NEGOTIATION AND CONTRACTING

21.1. The DPSA reserves the right to enter into negotiation with one or more service providers regarding any terms and conditions, including price(s), of a proposed contract.

21.2. The DPSA shall not be obliged to accept the lowest or any quotation, offer or proposal.

21.3. The content of this RFP, the selected proposal, as well as service level agreements will be included as part of the contractual obligations of the successful service provider, if a contract ensues. Failure of the successful service provider to accept the obligations stated within the RFP and the submitted proposal, unless otherwise agreed to in writing by both the service provider and the DPSA may result in cancellation of the award of the contract.

21.4. A contract will only be deemed to be concluded when reduced to writing in a formal contract and Service Level Agreement signed by the designated responsible person of both parties

22. CONFIDENTIALITY

22.1. Service providers shall hold the RFP and all information related to the Bid in strict confidence and usage of such information shall be limited to the preparation of the Bid. Service providers shall undertake to limit the number of copies of this document.

22.2. Upon award, all service providers are bound by this confidentiality provision preventing the unauthorized disclosure of any of the information contained in or relating to this bid to other organisations or individuals. The service providers may not disclose any information, documentation to other organisations or individuals.

23. INTELLECTUAL PROPERTY

23.1. Copyright of all documents belongs to the DPSA. A service provider may not use or disclose any information, documentation or products to other clients without the written consent of the DPSA.

PART C: EVALUATION PROCESS

Bids will be subjected to the evaluation and adjudication process and selection criteria described hereunder:

1. THE EVALUATION PHASE

1.1. The evaluation phase consists of two (2) secondary phases namely the Minimum Mandatory Criteria Evaluation Phase and the Substantive Evaluation Phase

1.1.1. **Minimum Mandatory Criteria Evaluation Phase**

(a) During this phase, the bids shall be subjected to a technical evaluation, i.e. whether bids meet the minimum compulsory criteria or not.

(b) An independent audit company/auditor shall conduct the technical evaluation, and will prepare an independent report on its findings to the Bid Evaluation Committee (BEC).

(c) Any bid not meeting the compulsory minimum requirements shall be excluded from further adjudication processes. To this end the following compulsory minimum requirements apply:

(i.) Declaration that the proposal is valid for at least 3 months.

(ii.) All Standard Bidding Documents are duly completed and signed.

(iii.) Original signed briefing session certificate included.

(iv.) Audited financial statements for last three years, including balance and income sheets.

(v.) List of similar successful implementations.

(vi.) Comprehensive CV's included of personnel used by company.

(vii.) Proof from the applicable professional bodies that personnel allocated to the project are registered with the relevant body and are in good standing.

(viii.) Technical and Price proposals to be submitted separately.

(ix.) High Level implementation plan included.

(x.) Company history.

(xi.) Compliance with sub-contracting rules defined in RFP, if applicable.

(xii.) Current client list.

(xiii.) Proof of registration on the Central Supplier Database (CSD) with National Treasury.

(xiv.) One signed copy of the company's registration with Registrar of Companies within South Africa.

(xv.) Legible copies of ID documents of the directors/shareholders.

(xvi.) Full details of directors / trustees / members / shareholders and percentage of shareholding.

(xvii.) A valid consortium agreement if a number of service providers responded to the RFP as a Consortium.

Prospective bidders responding to this bid must be registered as a service provider on the Central Supplier Database (CSD). If your company is not registered on the CSD, proceed to complete the registration of your company prior to submitting your proposal. Refer to https://secure.csd.gov.za/ to register your company. Ensure that all documentation on the database is updated and valid. Evidence of registration of the CSD must be provided.

NB. No bid will be awarded to a supplier/service Provider who has not registered on the CSD.

1.1.2. **Substantive Evaluation Phase**

(a) The BEC will conduct the technical evaluation. The BEC will be an inclusive panel comprising representatives from the DPSA, one representative each from Cluster 1 to 4 of National Departments and one representative each from the nine Provincial Administrations.

(b) The report from the Minimum Mandatory Criteria Evaluation Phase will be presented to the BEC and a final decision taken on the exclusion of the non-complying bids.

(c) The Bid proposals shall be evaluated individually on score sheets by the BEC according to the evaluation criteria indicated in the terms of reference. No service providers who score less than 65 out of 100 points for functionality will be considered further. The BEC shall prepare a short

list of preferred service providers based on the outcome of the evaluation process.

(d) The short listed service providers shall be summonsed to conduct a presentation on their bid to the BEC. The BEC shall score the service providers presentation.

(e) If a need is identified, the BEC may assign a team to conduct a site visit to all short listed service providers' offices.

(f) The BEC shall then engage in discussion to inform the recommendations to the DPSA's Bid Adjudication Committee (BAC) of a maximum of six (6) highest scoring service providers.

2. THE ADJUDICATION PHASE

2.1. The reports from both the BEC and auditors shall be submitted for adjudication by the DPSA's BAC to ensure the process's transparency, fairness and impartiality.

2.2. The DPSA BAC shall, based upon their findings, prepare a report with recommendations to the Director-General of the DPSA on the appointment of the panel of accredited service providers.

3. SELECTION CRITERIA

3.1. The 90/10 preference point system shall be applicable.

3.2. Service providers shall be evaluated on functionality. The service provider that score points, which exceed the minimum threshold provided on functionality, will further be evaluated on price and on BBBEE Status Level Certificates provided in terms of the Preferential Procurement Policy Framework, Act 5 of 2000 and Regulations of 2017.

1. Proven experience and capability of the Service Provider				**Weighting: 45**
Functional Factors		**Proof required**	**Scoring Indicators**	**Score**
1.1	Service Provider Experience (a)Number of years the service provider has been in business (Kindly note that the experience of individuals in the company does not count towards the experience of the service provider's experience in the industry). In the case of consortiums or subcontractors it will be the number of years of each service provider being in business combined	Service provider profile clearly indicates- (a) The number of years in business; (b) Date that the firm was founded; (c) Historical background; (d) Revenue history of the firm; and (e) The last three years audited financial statements.	9 and more years in operation	(5)
			7-8 years in operation	(4)
			5-6 years in operation	(3)
			3-4 years in operation	(2)
			1-2 years in operation	(1)

1.2	Client References (a) Service provider must provide references from past and current customers that include details of the services provided.	Service provider must provide at least 6 references with regard to- (a) *The size, industry and products of these* customers must be described as well as the types of services provided; and (b) *The date of service to each* customer.	10 references	(5)
			8 references	(4)
			6 references	(3)
			4 references	(2)
			2 references	(1)
1.3	Experience in the health risk management industry, including such experience in the Public Service	Service provider profile clearly provides- (a) A description of experience in the health risk management industry; (b) A description of experiences in the Public Sector (within this context it refers to the three spheres of Government, i.e. national, provincial and local authorities (municipalities)) and the health risk management industry, both nationally and internationally (if applicable); (c) A description of current infrastructures, including, but not limited to staffing numbers; (d) A list and a description of current employers who are presently clients of the service providers, including, but not limited to the number of employees of each of the employers; (e) A description of its expertise and experience in implementing and maintaining health risk management systems; (f) A description of its change management and project management skills; (g) A description of its change management practices; (h) A description of its project	Demonstrated that the company has experience greater than 12 years. Proof to be submitted: service provider profile and reference letters from clients	(5)
			Demonstrated that the company has experience greater than 10 years but not more than 12 years. Proof to be submitted: service provider profile and reference letters from clients	(4)
			Demonstrated that the company has experience greater than 8 years but not more than 10 years. Proof to be submitted: service provider profile and reference letters from clients	(3)
			Demonstrated that the company has experience greater than 6 years but not more than 8 years. Proof to be submitted: service provider profile and reference letters from clients	(2)
			Demonstrated that the company has experience less than or equal to 6 years. Proof to be submitted: service provider profile and reference letters from clients	(1)

		management practices; (i) A description of the formal methodologies employed (if any); (j) A description of its expertise in legislative and regulatory framework within which the Public Service functions, e.g. the Public Finance Management Act, the Public Service Act, the Government Employees Pension Law, etc.; and (k) An indication that the company has geographically dispersed locations.		
1.4	Qualifications and experience of team members including comprehensive CVs of all members inclusive of up to date registration with the relevant health professional council.	Service provider must submit the Comprehensive CV's together with up to date registration certificates of the team members who will work on the project.	Team members possess qualifications and 30 and more year's collective experience in the relevant field of expertise.	(5)
			Team members possess qualifications and with 25 years collective experience in the relevant field of expertise.	(4)
			Team members possess qualifications and with 20 years collective experience in the relevant field of expertise.	(3)
			Team members possess qualifications and with 15 years collective experience in the relevant field of expertise.	(2)
			Team members possess qualifications and with 10 years collective experience in the relevant field of expertise.	(1)

2.	Methodology and Approach			Weighting: 55
Functional Factors		**Proof required**	**Scoring Indicators**	**Score**
2.1	Proposed methodology and approach to achieve required outputs	The Service provider must demonstrate- (a) a good overall understanding of health risk management services; (b) a sound understanding towards implementation, planning and approach; (c) possessing adequate infrastructure, physical and financial resources and expertise to support the requirements; (d) that it has feasible physical and electronic security; (e) that it maintains acceptable audit standards and procedures; (f) a feasible document management system that covers the required IT infrastructure, a central depository and data archiving and backup ability; and (g) its ability to maintain a database according to the requirements; (h) the ability to provide query reports and reports on assessments and recommendations; (i) providing a help desk infrastructure; and (j) feasible systems and procedures to prevent fraud	The methodology and approach includes a comprehensive exposition and motivation in support of the proposal and the service provider has demonstrated this by responding to 8 and more of the criteria as stipulated.	(5)
			The methodology and approach includes an exposition and motivation in support of the proposal and the service provider has demonstrated this by responding to more than 6 but less than 8 of the criteria as stipulated.	(4)
			The methodology and approach includes the exposition and motivation in support of the proposal and the service provider has demonstrated this by responding to more than 4 but less than 6 of the criteria as stipulated.	(3)
			The proposed methodology and approach is a verbatim repeat of the ToR and the service provider demonstrated this by responding to more than 2 but less than 4 of the criteria as stipulated.	(2)
			Failed to align the proposed methodology with the required outputs of the project and the service provider demonstrated this by responding to less than or equal to 2 of the criteria as stipulated.	(1)

2.2	Understanding of the requirements and objectives to be achieved	Service provider indicates- (a) a clear and strong grasp of its understanding of the nature and extent of assessment and recommendations on incapacity leave & ill-health retirement. Summaries and a verbatim repeat from the RFP are not sufficient to express such an understanding; (b) a good understanding of the systems and administrative capacity required for- (i) handling volumes of applications; (ii) medical knowledge to do assessments; and (iii) exploring data and link to general Government database; (c) a general understanding of the objective of regular reporting; (d) the human resources (assessors included) available to provide the services required; (e) the ability to commence implementation on the required date; (f) a complete indication of all the implementation activities; (g) a sound understanding of the implementation process; and (h) that the implementation work plan include all the implementation activities with time frames.	Demonstrated understanding of the requirements to achieve the objectives as set out in the Terms of Reference by responding to 7 and more of the criteria as stipulated.	(5)
			Demonstrated understanding of the requirements to achieve the objectives as set out in the Terms of Reference by responding to 6 of the criteria as stipulated.	(4)
			Demonstrated understanding of the requirements to achieve the objectives as set out in the Terms of Reference by responding to 5 of the criteria as stipulated.	(3)
			Demonstrated understanding of the requirements to achieve the objectives as set out in the Terms of Reference by responding to 4 of the criteria as stipulated.	(2)
			Demonstrated understanding of the requirements to achieve the objectives as set out in the Terms of Reference by responding to less than or equal to 3 of the criteria as stipulated.	(1)

2.3	General business and financial strength	The service provider- (a) Demonstrates that it operates on sound business principles and possess the financial strength to carry out this project; (b) Provides the sales/revenue history of the firm; (c) Provides audited financial statements (3 years); (d) Indicates if it was previously part of consortium, which services provided by the service provider; (e) Provides proof of its Tax standing; (f) Indicates its projected growth in outsourcing business, customer base and revenues for the next three years; (g) Indicates if it has any outstanding/current contractual obligations and liabilities; (h) Provides its ISO9000/9001 certifications, if any, or commitment to obtaining certification; (i) Indicates its outstanding/current contractual obligations and liabilities; (j) Provides information on major litigation against the company, abnormal contractual obligations and liabilities, if applicable; and (k) Investment in appropriate human resources capacity and development of current personnel to support implementations and development.	Demonstrated that they operate on sound business principles and possess the financial strength to carry out this project by responding to 9 and more of the criteria as stipulated.	(5)
			Demonstrated that they operate on sound business principles and possess the financial strength to carry out this project by responding to 8 of the criteria as stipulated.	(4)
			Demonstrated that they operate on sound business principles and possess the financial strength to carry out this project by responding to 7 of the criteria as stipulated.	(3)
			Demonstrated that they operate on sound business principles and that they possess the financial strength to carry out this project by responding to 6 of the criteria as stipulated.	(2)
			Demonstrated that they operate on sound business principles and that they possess the financial strength to carry out this project by responding to less than or equal to 5 of the criteria as stipulated.	(1)

2.4	**Presentation**	The service provider's presentation- (a) Is comprehensive; (b) Is coherent; (c) Attest to professionalism; and (d) Relevant to the RFP requirements.	The service provider's presentation is comprehensive and has fully met the requirements by responding to all the criteria as stipulated.	5
			The service provider's presentation fully met the requirements by responding to 3 of the criteria as stipulated	(4)
			The service provider's presentation partially met the requirements by responding to 2 of the criteria as stipulated	(3)
			The service provider's presentation dids not meet the requirements by responding to 1 criteria as stipulated	(2)
			The service provider's presentation is inadequate by responding to 0 of the criteria as stipulated	(1)
	Total functionality score			**100%**
	Minimum threshold for function			**65%**

3.3. Broad Based Black Economic Empowerment Preferential Points: (10 points)

BBBEE Status level of Contributor	**Number of points (90/10 system)**
1	10
2	9
3	6
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

ANNEXURE A

NATIONAL DEPARTMENTS

Note: The list provided represents the current cluster arrangement in respect of National Departments and Organisational Components. The clustering of the National Departments and Organisational Components are subject to change as it is the intention to establish clusters comprising approximately the same number of employees.

CLUSTER 1

Department of Correctional Services

CLUSTER 2

Department of Justice and Constitutional Development
Department of Employment and Labour
Department of International Relations and Cooperation
Department of Cooperative Governance Department of Public Service and Administration
Department of Communications and Digital Technologies
Office of the Public Service Commission
National School of Government
Department of Public Enterprises
Department of Planning, Monitoring and Evaluation
Independent Police Investigative Directorate
Department of Mineral Resources and Energy
Government Pensions Administration Agency
Centre of Public Service Innovation
Municipal Infrastructure Support Agent

CLUSTER 3

Department of Defence
Department of Agriculture, Land Reform and Rural Development
Statistics South Africa
Department of Trade, Industry and Competition
Department of Transport
Department of Sport, Arts and Culture
Department of Water and Sanitation
Office of the Chief Justice
Department of Traditional Affairs
Department of Military Veterans

CLUSTER 4

Department of Home Affairs
Department of Public Works and Infrastructure
National Prosecuting Authority
Department of Health
National Treasury
Department of Higher Education and Training
Department of Social Development
Department of Human Settlements
The Presidency
Government Printing Works
Government Communications and Information Systems
Department of Basic Education
Civilian Secretariat for the Police
Department of Tourism
Department of Women, Youth and People with Disabilities
Department of Science & Innovation
Government Technical Advisory Centre

ANNEXURE B

TURNAROUND TIMES RELATING TO THE HEALTH RISK MANAGER RE THE ASSESSMENT AND REPORTING ON APPLICATIONS FOR SHORT PERIODS OF TEMPORARY INCAPACITY LEAVE

Activity	Performance Measure
1. Acknowledges receipt of application and confirm in writing that the Employer will receive feedback on the application, as well as an indication with regards to additional documentation and information required to perform and complete the assessment.	Within 2 working days of receipt of the application
2. Assessment and Advice 2.1. Assess employee's application to determine- 2.1.1. the inability to perform his/her job; 2.1.2. the extent of incapacity; 2.1.3. the cause of incapacity; 2.1.4. the validity of the application for temporary incapacity leave; 2.1.5. the appropriate duration of the leave 2.1.6. the need for ongoing temporary incapacity leave; and 2.1.7. the management of the condition, where applicable. 2.2. The assessment by the Health Risk Manager must include, but is not limited to- 2.2.1. scrutiny of available medical information and medical certificates by a recognised practitioner; 2.2.2. contact with employee's attending recognised practitioner and other parties that may be involved to verify information where necessary; and 2.2.3. categorising the application of temporary incapacity leave in terms of the contents of this Agreement 2.3. Advice to the Employer, whilst maintaining confidentiality relating to medical information, on- 2.3.1. the validity of the application for temporary incapacity leave; 2.3.2. the appropriate duration of the leave; 2.3.3. the need for ongoing temporary incapacity leave; and	Within 12 working days of receipt of complete application from the Employer. (Inclusive of the timeframe for acknowledgement of receipt of an application).

Activity	Performance Measure
2.3.4. the management of the condition, where applicable.	

ANNEXURE C

TURNAROUND TIMES RELATING TO THE HEALTH RISK MANAGER RE THE ASSESSMENT AND REPORTING ON APPLICATIONS FOR LONG PERIODS OF TEMPORARY INCAPACITY LEAVE

Activity	Performance Measure
A PRIMARY ASSESSMENT	
1. Acknowledges receipt of application and confirms in writing that the Employer will receive feedback on the application, as well as an indication with regard to additional documentation and information required to perform and complete the assessment.	Within 2 working days of receipt of all required information
2. Assessment and advice 2.1. Assess Employee's application for temporary incapacity leave to determine- 2.1.1. the inability to perform his/her job; 2.1.2. the extent of incapacity; 2.1.3. the cause of incapacity; 2.1.4. the validity of the application for temporary incapacity leave; 2.1.5. the appropriate duration of the leave; 2.1.6. the need for ongoing temporary incapacity leave; 2.1.7. preliminary advice on the management of the condition, where applicable; and 2.1.8. the need for a secondary assessment, if applicable. 2.2. The assessment by the Health Risk Manager must include, but is not limited to- 2.2.1. scrutiny of available medical information and medical certificates by a recognised practitioner; 2.2.2. contact with employee's attending recognised practitioner and other parties that may be involved to verify information where necessary; 2.2.3. the impact of the employee's medical condition has on his/her work performance and attendance, if possible; and 2.2.4. categorising the application of temporary incapacity leave in terms of the contents of this Agreement. 2.3. Advice to the Employer, whilst maintaining confidentiality, relating to medical	Within 12 working days of receipt of all required information from the Employer. . (Inclusive of the timeframe for acknowledgement of receipt of an application).

Activity	Performance Measure
information, on- 2.3.1. the validity of the application for temporary incapacity leave; 2.3.2. the need for ongoing temporary incapacity leave; 2.3.3. the appropriate duration of the leave; 2.3.4. advice on the management of the condition, where applicable; and 2.3.5. the need to proceed with a secondary assessment, if applicable.	
B. SECONDARY ASSESSMENT	
1. Assessment and advice 1.1. Assess employee's application to determine the nature and extent of the employee's incapacity, with due consideration to- 1.1.1. the need for ongoing temporary incapacity leave (i.e. beyond 30 working days); 1.1.2. the management of the condition, if applicable; and 1.1.3. whether the incapacity is of a permanent nature and whether the Employer should investigate and consider alternate employment, or to adapt the work circumstances/duties of the employee in order to accommodate, or to retire the employee on grounds of ill-health. 1.2. For purposes of the assessment the Health Risk Manager must- 1.2.1. investigate, verify and expand information received; 1.2.2. obtain further independent and impartial opinions on the nature and extent of the condition, if necessary; 1.2.3. ascertain precisely the functional implications of the condition on the employee's work performance; and 1.2.4. utilise the prescribed basic assessment criteria and guidelines contained in this Agreement.	Within 40 working days following the advice on the primary assessment.

Activity	Performance Measure
1.3. Advice to the Employer with regard to the following: 1.3.1. The validity of the application for incapacity leave. 1.3.2. The appropriate duration of incapacity, leave. 1.3.3. The need for ongoing incapacity leave. 1.3.4. The management of the condition, if applicable. 1.3.5. Whether the incapacity is of a permanent nature and whether it is necessary for the Employer to consider alternative employment for the employee, or adapting the working conditions/ duties of the employee in order to accommodate the employee or to retire the employee on grounds of ill-health.	

ANNEXURE D

TURNAROUND TIMES RELATING TO THE HEALTH RISK MANAGER'S SERVICES RE THE ASSESSMENT AND REPORTING ON APPLICATIONS FOR ILL HEALTH RETIREMENT

Activity	Performance Measure
1. Acknowledges receipt of application and confirms in writing that the Employer will receive feedback on the application, as well as an indication with regard to additional documentation and information required to perform and complete the assessment.	Within 2 working days of receipt of the application
2. Assessment and Advice 2.1. Assess Employee's application to determine- 2.1.1. the inability to perform his/her job; 2.1.2. the extent of incapacity; 2.1.3. the cause of incapacity; 2.1.4. the validity of the application for ill-health retirement ; 2.1.5. the appropriate duration of the leave; 2.1.6. the need for ongoing temporary incapacity leave; and 2.1.7. the management of the condition, where applicable. 2.2. For purposes of the assessment the Health Risk Manager should- 2.2.1. investigate, verify and expand information received; 2.2.2. consider the personal and occupational profiles of the employee, as obtained from statements by the employee and the Employer; 2.2.3. consider the medial information detailing the nature and severity of the condition on which the application is based, as well as any independent and impartial opinions on the nature and extent of the of the condition which the Health Risk Manager obtained, if necessary; 2.2.4. ascertain precisely the functional implications of the condition on the employee's work performance and attendance; and 2.2.5. utilise the prescribed basic assessment criteria and guidelines contained in this Agreement. 2.3. Recommendation to Employer with regard to the following: 2.3.1. The validity of the application for ill-health retirement.	Within 90 calendar days of receipt of all required information from the Employer. (Inclusive of the timeframe for acknowledgement of receipt of an application).

Activity	Performance Measure
2.3.2. The management of the condition, if applicable. 2.3.3. Whether the incapacity is of a permanent nature and whether it is necessary for the Employer to consider alternate employment for the employee, or adapting the working conditions/ duties of the employee in order to accommodate the employee or to retire the employee on grounds of ill-health.	

ANNEXURE E

SERVICE LEVEL REPORTING REQUIRED FROM SERVICE PROVIDER

Note: This Annexure is the current service level reporting requirements. This Annexure E is, however, subject to change.

1. OBJECTIVES

The objective of this report/service level agreement is to-

1.1. monitor and evaluate the implementation and application experience of the Policy and Procedure on Incapacity Leave and Ill-health Retirement;

1.2. provide a uniform format and standard of reporting;

1.3. capture important global information and data on temporary incapacity leave and ill-health retirement empowering the DPSA to report to its principals on the application of PILIR as well as trends observed in the different areas of the Public Service; and

1.4. capture important information and data on departmental level empowering departments to understand their own experiences enabling them to take corrective steps where applicable and to report to their principles.

2. MANDATORY GENERAL REQUIREMENTS TO THE REPORT:

2.1. The report is a year to date report. In other words, the information provided in the report must cover the period from the first day of implementation (in the case of the former pilot sites this would be the first day of the pilot project). The report must be supplemented and updated with the latest developments.

2.2. All reports must be presented in the under-mentioned format and must carry as a minimum the information described in the reporting format.

2.3. Statistics in the main report must as far as possible be provided in graphs and tables. The detailed tables that inform the graphs in the report must be appended as an Annexure to the report. This is necessary to enable reporting to the Minister, etc. Statistics/graphs/tables must always be supplemented by narrative text to explain or contextualise the statistics, as well as to describe the trends observed. Statistics must also highlight trends such as the highest, lowest and average number of incidents. Statistical information/trends must, where possible, be benchmarked against the previous sick leave cycle(s) and/or relevant years of the current and previous sick leave cycle(s). Statistics depicting trends in a specific implementation area/individual department must be measured against the overall profile of the implementation area or individual department. Statistics that are included over and above the minimum requirements must be useful to either party concerned, e.g. to describe a particular trend. Nice to have information must be avoided.

2.4. The report must always be presented with narrative of good quality but plain understandable language. Remember that some of the readers do not have a medical background and English is for some a second language. Bulleted statements should be avoided since on their own they may become nonsensical and can be misunderstood. Negative and officious language tones must be avoided since it could be construed as offensive and interfering, which may compromise the project and good working relationships.

TABLE OF CONTENTS

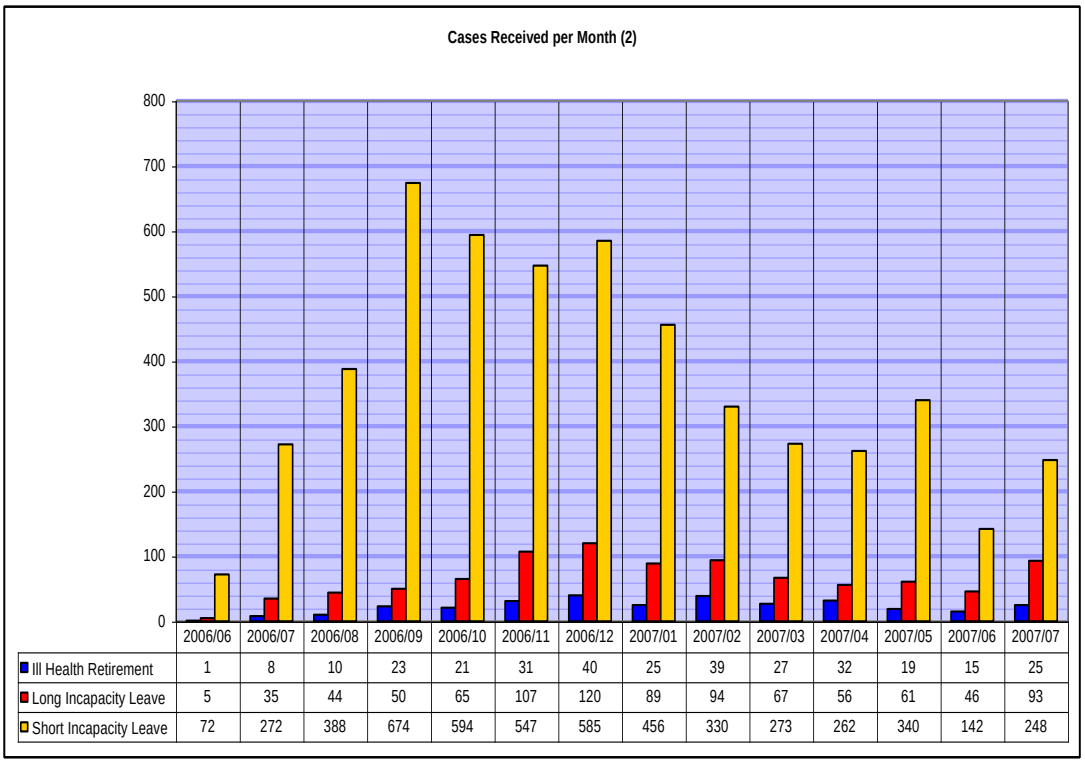
CHAPTER 1: OVERVIEW

1. This section deals with general information regarding the implementation process to date, and should include as a minimum the following information:

    1.1. General perceptions of success/evolution of the process (es). In this context, attention must be given to the under-mentioned aspects. Tables and graphs must be provided summarizing statistics, depicting trends, comparisons, etc. See examples of graphs included. The graphs must be contextualized and explained with narrative:

        1.1.1. The number of applications received by month and year to date, in respect of the three application types. In the statistical analysis, current experience must always be measured against the previous sick leave cycle(s), as well as comparative year(s) in the previous sick leave cycle(s). This will enable the management of an implementation area/department to identify potential compliance and management aspects that warrants their attention.

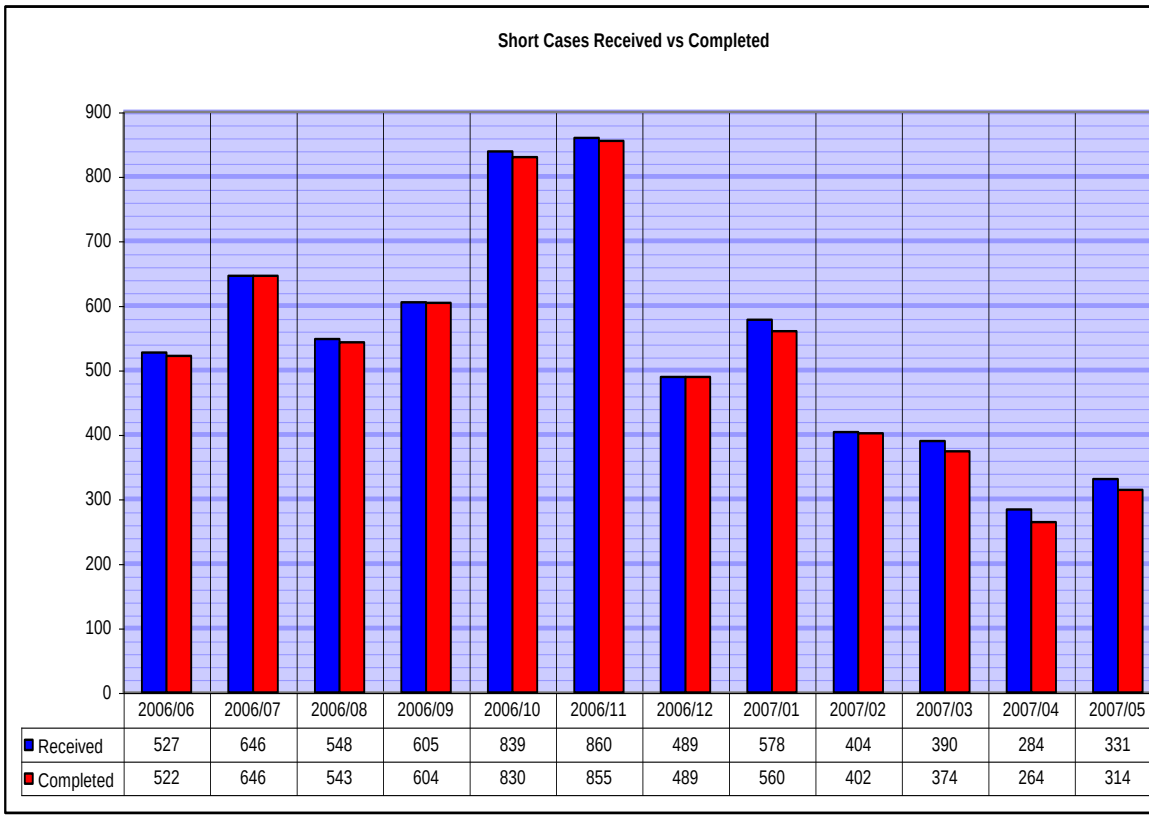
        1.1.2. Trends analysis regarding statistics of incapacity leave applications received with previous months and comparable periods in the previous sick leave cycles incapacity leave statistics. The trends analysis should indicate whether a decline or increase is observed, and the periods during which such trends occur, as well as possible explanations for the trend observed. See for example the following graph and table.



	2006/06	2006/07	2006/08	2006/09	2006/10	2006/11	2006/12	2007/01	2007/02	2007/03	2007/04	2007/05	2007/06	2007/07
Ill Health Retirement	1	8	10	23	21	31	40	25	39	27	32	19	15	25
Long Incapacity Leave	5	35	44	50	65	107	120	89	94	67	56	61	46	93
Short Incapacity Leave	72	272	388	674	594	547	585	456	330	273	262	340	142	248

Short Temporary Incapacity Leave				
PERIOD:	**Total**	**2001 to 2003**	**2004 to 2006**	**2007 to 2009**
January – December 2004	3036	2624	412	0
January – December 2005	3186	1094	2092	0
January – December 2006	6333	377	5953	3
January – June 2007	2374	13	2264	97
GRAND TOTAL:	**14929**	**4108**	**10721**	**100**

1.1.3. Record of the status of the finalization of the different application types, as well as the completion ratio. See example of table:



	2006/06	2006/07	2006/08	2006/09	2006/10	2006/11	2006/12	2007/01	2007/02	2007/03	2007/04	2007/05
Received	527	646	548	605	839	860	489	578	404	390	284	331
Completed	522	646	543	604	830	855	489	560	402	374	264	314

	Short Incapacity Leave by Sick Leave Cycle			
	2004-2006		2007-2009	
	Total Cases	Cases Completed	Total Cases	Cases Completed
2006/06	72	72	0	0
2006/07	271	270	0	0
2006/08	388	387	0	0
2006/09	670	670	1	1
2006/10	593	592	1	1
2006/11	546	546	0	0
2006/12	581	581	4	4
TOTAL	**3121**	**3118**	**6**	**6**
2007/01	449	447	7	7
2007/02	306	305	24	22
2007/03	237	227	35	30
2007/04	240	238	22	22
2007/05	282	281	58	56
2007/06	103	102	39	34
2007/07	182	111	66	49
TOTAL	**1799**	**1711**	**251**	**220**
GRAND TOTAL	**4920**	**4829**	**257**	**226**

eaknesses, opportunities and threats identified in relation to the PILIR process and related processes and systems. The Health Risk Managers recommendations and advice to deal with such issues.

1.2. Positive and negative aspects experienced, where relevant.

1.3. Give a narrative discussion of the factors influencing the delivery of the required services, such as the quality of applications, adherence to turn around times, etc. Where possible cite possible solutions and/or recommendations to address the factors influencing the delivery of services. In this context, attention must also be given to communication with the Employer, the DPSA, etc.

1.4. Problems experienced as well as proposed/implemented solutions. This can include any recommendations regarding internal processes affecting the service delivery of the Health Risk Manager, but which falls outside the scope of the contracted services.

1.5. Feedback on interaction with medical practitioners and medical account applications. Any problems related to the costs of using specialized services such as Occupational Therapists, or where cost exceeded the limits provided for in the SLA, must be described/discussed.

CHAPTER 2: OUTCOMES: SHORT TEMPORARY INCAPACITY LEAVE

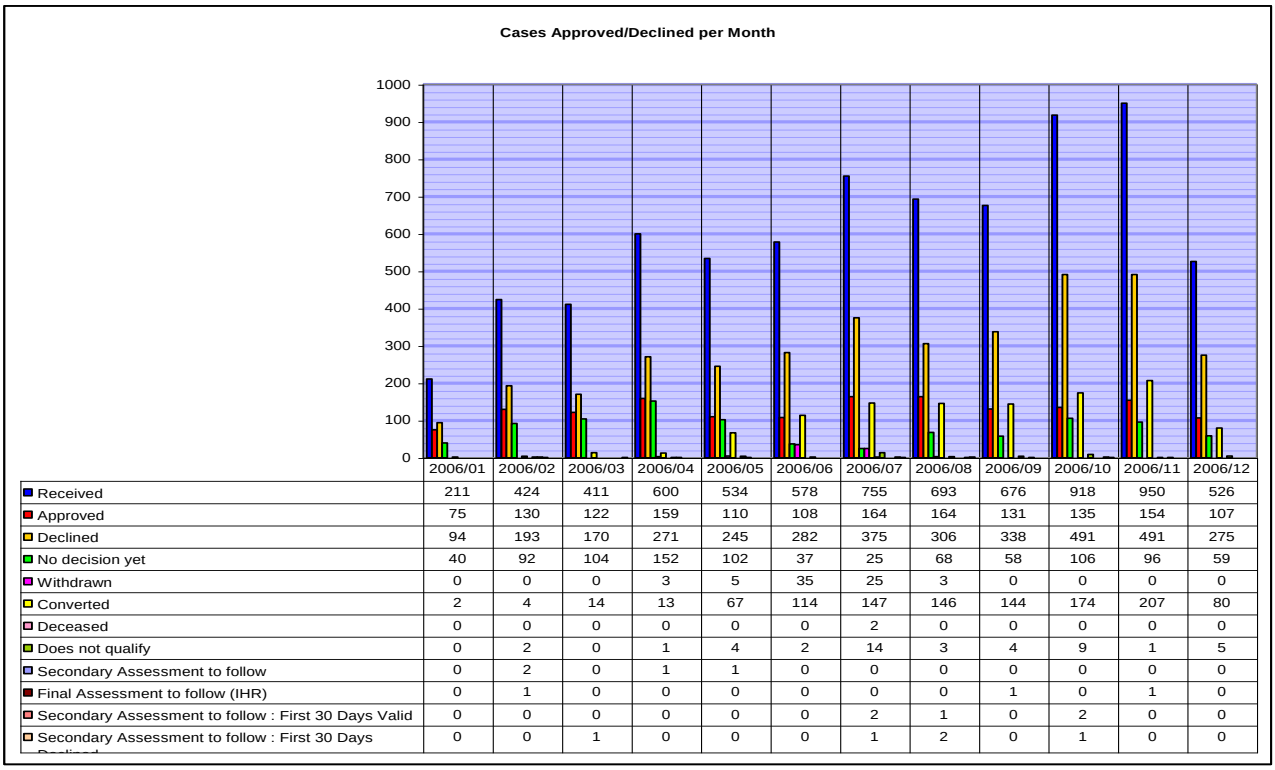
1. This chapter must provide a global statistical and narrative analysis of the assessment outcomes by –

1.1. approved;

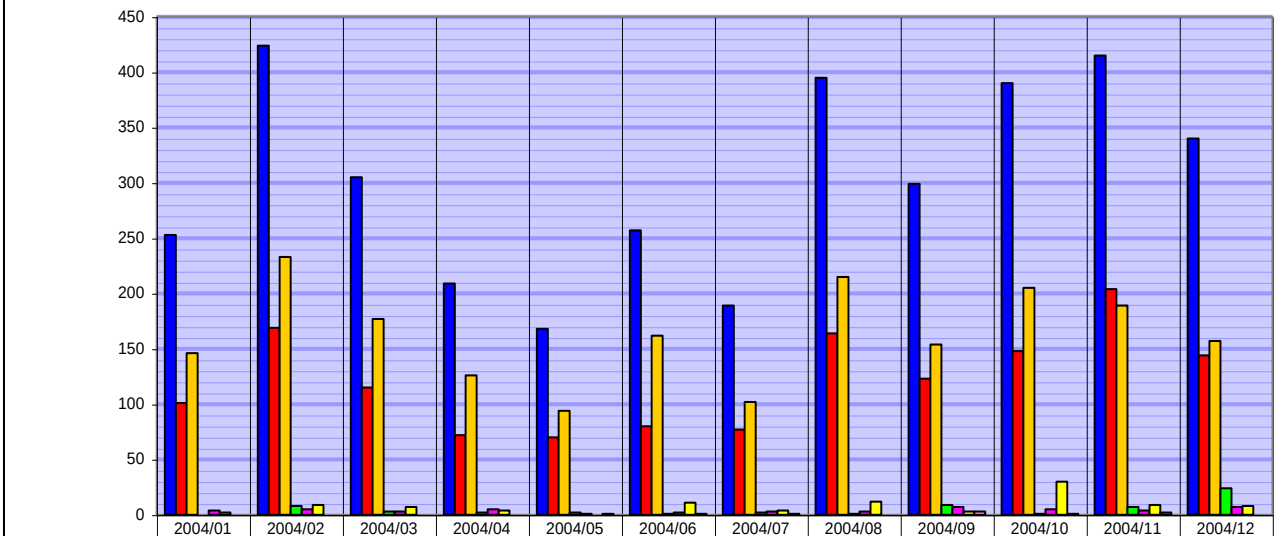
1.2. declined;

1.3. other outcomes such as resignation etc. If another outcome than approved or declined is relevant, it must be assigned with a proper label to properly understand the outcomes.

See examples of summary graph



	2006/01	2006/02	2006/03	2006/04	2006/05	2006/06	2006/07	2006/08	2006/09	2006/10	2006/11	2006/12
Received	211	424	411	600	534	578	755	693	676	918	950	526
Approved	75	130	122	159	110	108	164	164	131	135	154	107
Declined	94	193	170	271	245	282	375	306	338	491	491	275
No decision yet	40	92	104	152	102	37	25	68	58	106	96	59
Withdrawn	0	0	0	3	5	35	25	3	0	0	0	0
Converted	2	4	14	13	67	114	147	146	144	174	207	80
Deceased	0	0	0	0	0	0	2	0	0	0	0	0
Does not qualify	0	2	0	1	4	2	14	3	4	9	1	5
Secondary Assessment to follow	0	2	0	1	1	0	0	0	0	0	0	0
Final Assessment to follow (IHR)	0	1	0	0	0	0	0	0	1	0	1	0
Secondary Assessment to follow : First 30 Days Valid	0	0	0	0	0	0	2	1	0	2	0	0
Secondary Assessment to follow : First 30 Days	0	0	1	0	0	0	1	2	0	1	0	0



	2004/01	2004/02	2004/03	2004/04	2004/05	2004/06	2004/07	2004/08	2004/09	2004/10	2004/11	2004/12
Received	253	424	305	209	168	257	189	395	299	390	415	340
Approved	101	169	115	72	70	80	77	164	123	148	204	144
Declined	146	233	177	126	94	162	102	215	154	205	189	157
No decision yet	0	8	3	2	2	1	2	1	9	1	7	24
Withdrawn	4	5	3	5	1	2	3	3	7	5	4	7
Converted	2	9	7	4	0	11	4	12	3	30	9	8
Deceased	0	0	0	0	1	1	1	0	3	1	2	0

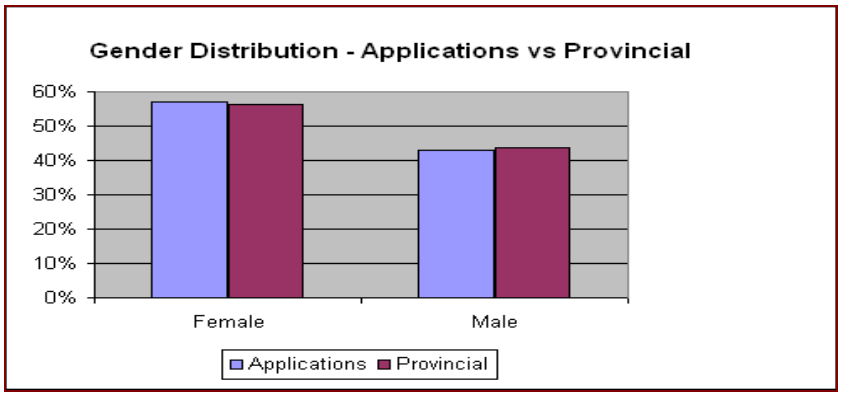
2. In the narrative and statistical analysis in par 1 above attention must also be given to the applications

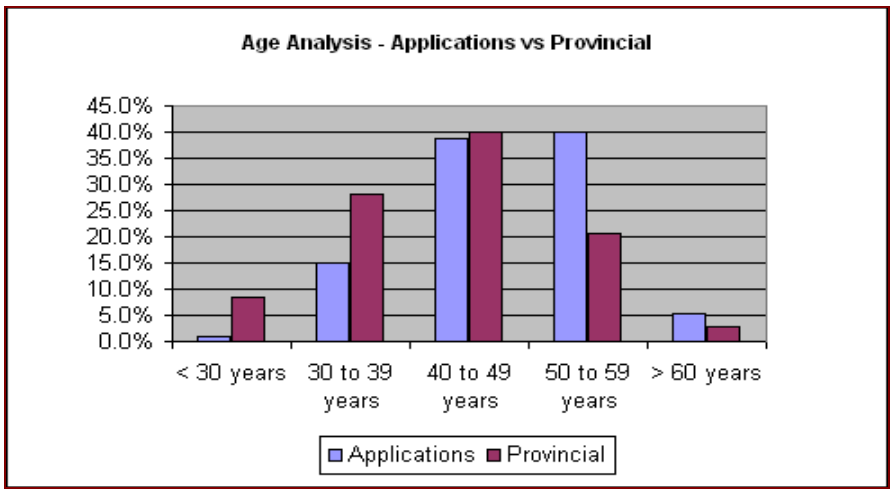
2.1. where alternative recommendations were given; and

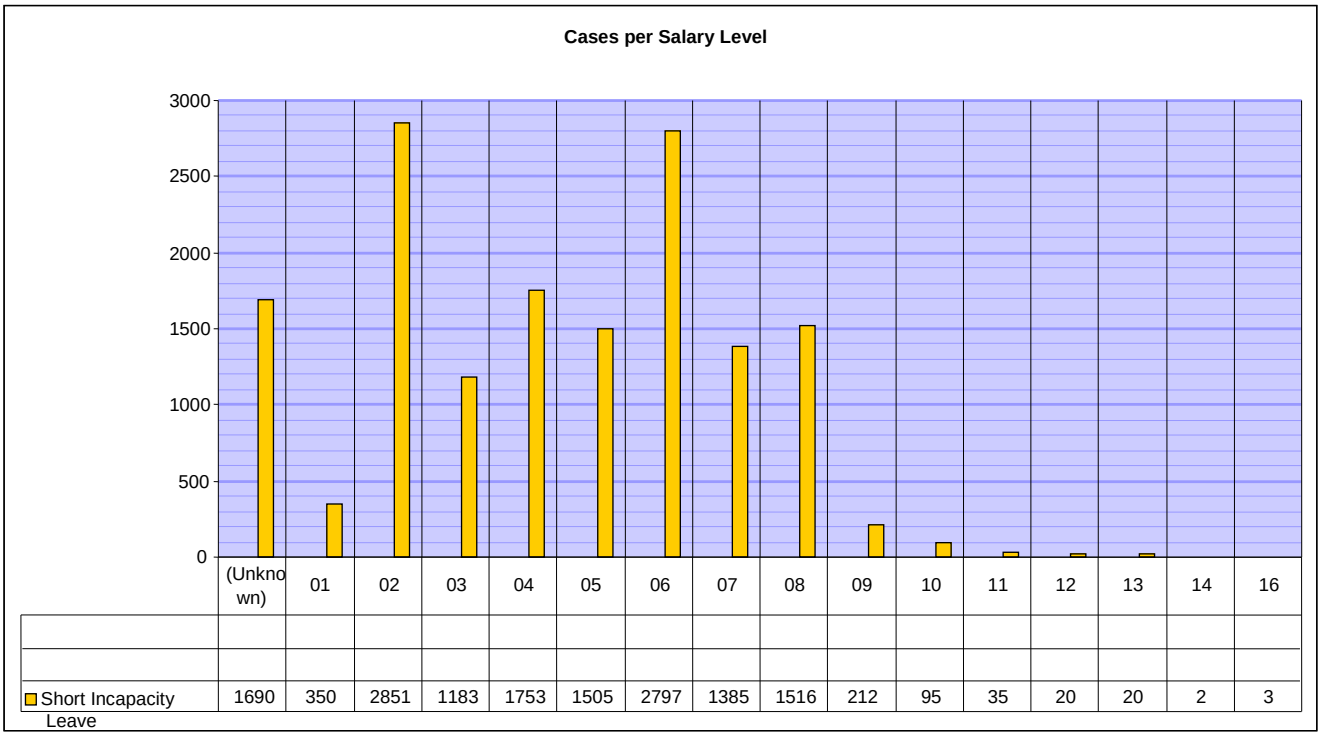
2.2. where a short temporary incapacity leave application was converted into a long temporary incapacity leave application; and

2.3. where ill-health retirement was summarily advised.

3. The above statistical analysis and narrative discussion must be broken down by age, gender, salary level and occupation. This statistical analysis should be measured against the total profile of the implementation area (e.g. a province) See the following examples:

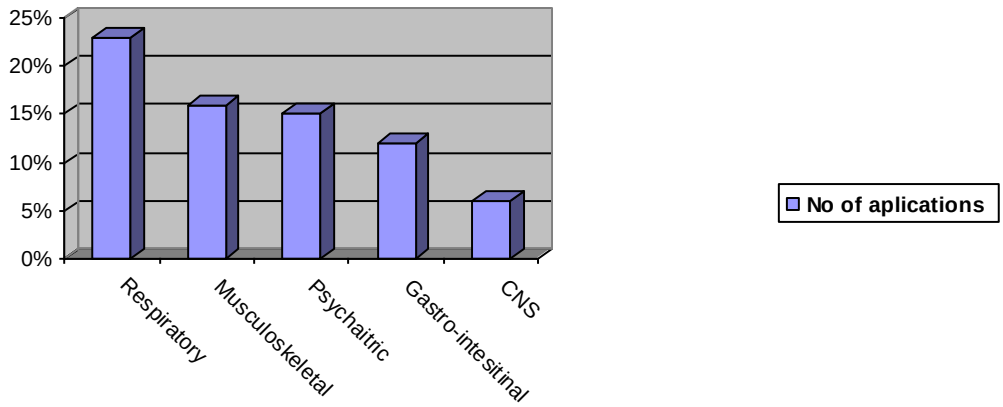


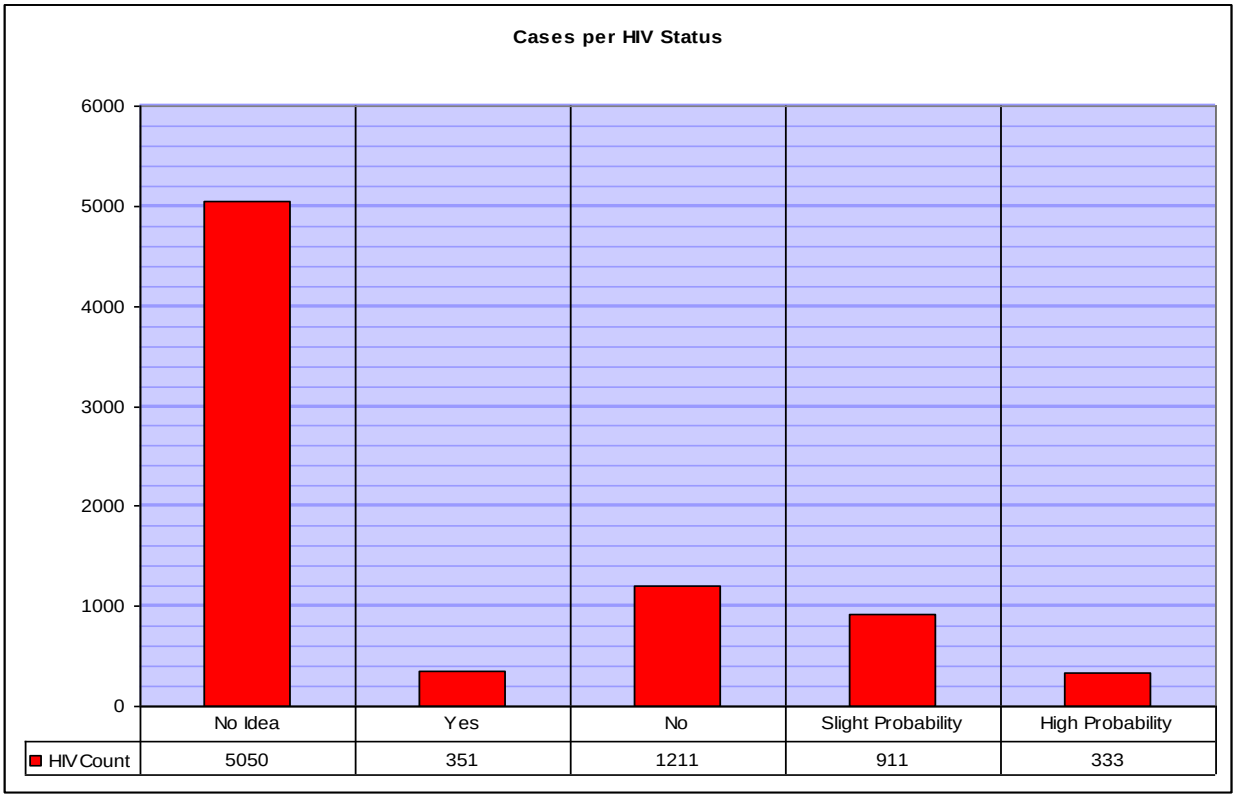




	(Unknown)	01	02	03	04	05	06	07	08	09	10	11	12	13	14	16
Short Incapacity Leave	1690	350	2851	1183	1753	1505	2797	1385	1516	212	95	35	20	20	2	3

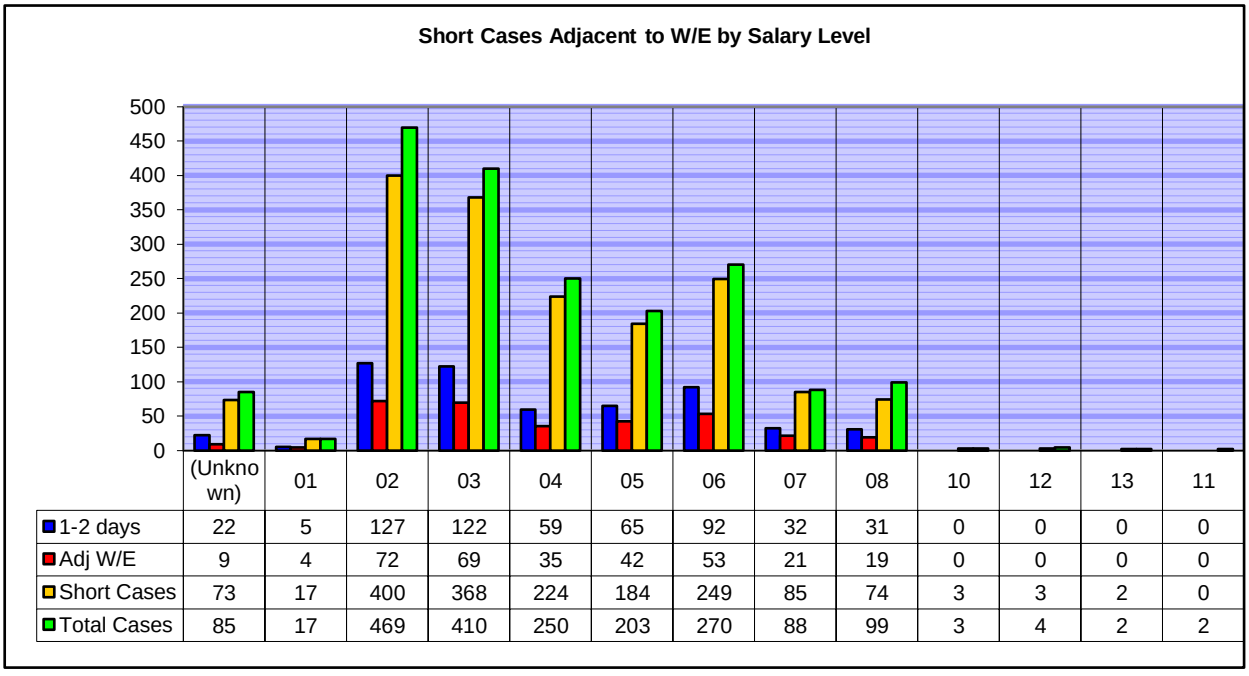
4. Provide a narrative and statistical analysis of the global disease profile of the implementation area. The different illnesses/conditions must as far as possible be categorised in generic groups, e.g. psychiatric conditions. The number of illnesses/conditions listed must be limited to a maximum of 5 or 10 conditions. In this context, specific attention must also be given to other high profile conditions such as HIV and AIDS. See attached example graphs.





5. Attention should also be given to other trends related to employees absences, i.e. linked to weekends, etc.

See attached example graphs.



	(Unknown)	01	02	03	04	05	06	07	08	10	12	13	11
1-2 days	22	5	127	122	59	65	92	32	31	0	0	0	0
Adj W/E	9	4	72	69	35	42	53	21	19	0	0	0	0
Short Cases	73	17	400	368	224	184	249	85	74	3	3	2	0
Total Cases	85	17	469	410	250	203	270	88	99	3	4	2	2

6. Provide a narrative and statistical analysis of the global profile of the implementation area in respect of the five high incident illnesses as identified in PILIR.

7. Provide comments on management types related to among other-

   7.1. Disease management

   7.2. Rehabilitation;

   7.3. Health and wellness/EAP interventions

   7.4. Return to work outcomes, i.e. to an employee's own job, redeployment (alternative) or retraining, work adjustment (own or alternative job).

8. Provide information on deviations that departments reported to the HRM.

CHAPTER 3: OUTCOMES: LONG TEMPORARY INCAPACITY LEAVE

The requirements in Chapter 2 apply mutatis mutandis.

CHAPTER 4: OUTCOMES: ILL-HEALTH RETIREMENT

The requirements in Chapter 2 apply mutatis mutandis.

CHAPTER 5: COST SAVINGS

Provide a narrative discussion and statistical analysis (graph/table) in respect of the potential savings in days and Rands brought about in the preceding quarter as well as the year to date. See the following example:

Department	Total Days Applied for	Total Days Not Advised	Potential Savings	
Agriculture & Environmental Affairs				
Short Period Applications	751	389	R 91,435.37	R 186 432, 12
Long Period Applications	837	351	R 90,647.08	R 180 324, 32
Education				
Short Period Applications	344	140	62,690.07	R 170 324, 12
Long Period Applications	653	426	238,285.40	R 542 564,86
Total	**15,333**	**7,119**	**2,159,311.66**	**R1 079 645.42**

CHAPTER 6: DEVIATIONS FROM RECOMMENDATIONS

Provide a narrative report and statistical analysis (graph/table) on the deviations from the recommendations of the HRM

CHAPTER 7: MEDICAL FRATERNITY AND ENGAGEMENTS WITH OTHER SPECIALTIES.

1. Provide a narrative discussion with regard to -

    1.1. the total number of referrals to health service providers and other specialties for secondary assessments; and

    1.2. health service providers employed in the Public Service and who are utilised for this service.

2. Summarise the statistical breakdown of the different health service providers and other specialties in a graph. The detailed table could be appended to the report as an annexure. Similar record must please be given of service providers in the employ of the Public Service as well as their geographic location.

CHAPTER 8: CALL CENTRE

Provide a narrative report and statistical analysis (graph/table) on the utilisation and effectiveness of the utilisation and operation of the call centre with specific attention to the following aspects:

1. The number of calls related to short and long temporary incapacity leave as well as ill-health retirement, respectively.

2. The number of calls received-

    2.1. handled immediately by help desk administrator;

    2.2. referred to assessor for further attention;

    2.3. referred to supervisor for further attention; and

    2.4. referred to medical advisor for further attention.

3. The number of calls resolved within the required time frames set in the contract, as well as the number of calls resolved beyond the set time frames.

4. The number of calls unresolved.

5. Types of calls – general enquiries, follow up, status check, etc.

6. Types of callers – Heads of Department, employees, doctors, etc.

CHAPTER 9: GENERAL ISSUES

1. Fraudulent/Irregular Conduct

1.1. Provide a narrative record of evidence or suspicion of fraud detected or suspected by the HRM in or during the assessment of an employee's application, including the information related to the cases mentioned. Fraudulent or irregular conduct could involve either practitioners or employees. Mention must also be made whether the cases were brought to the attention of the employing department.

1.2. Elaborate in a narrative record and statistical analysis (supported by graph and table) on the use of medical practitioners by employees' recurring use of the same medical practitioners, especially where unethical or malpractice is in the order of the day.

2. Further narrative discussion/comments on-

2.1. the improvement recommended in terms of processes;

2.2. recommended best practices, etc.

CHAPTER 10: TEMPORARY INCAPACITY LEAVE UTILISATION RATE (TILUR)

1. The submitted data from applications for short and long periods of temporary incapacity leave must be used to determine the temporary incapacity leave utilisation rate (TILUR) of employees in the Implementation Area.

2. The temporary incapacity leave utilisation rate (TILUR) is defined as the percentage of employees in the Implementation Area that require short and/or long periods of temporary incapacity leave, whether advised or not out of all the employees eligible for temporary incapacity leave. It is not dependent on the number of applications submitted, but on the number of employees who submitted applications, as indicated by individual PERSAL numbers. It thus eliminates scenarios where one employee applies for numerous periods, skewing the data of the Implementation Area, and gives an accurate account of the percentage of employees who utilise temporary incapacity leave according to PILIR after depleting their 36 days of normal sick leave.

3. This data in turn gives an indication of the percentage of the workforce resulting in the costs associated with absenteeism beyond the normal 36 days of sick leave per sick leave cycle.

4. Calculation of Temporary incapacity leave utilisation rate for the Implementation Area**:**

$$\text{TILUR} = \frac{\text{Number of employees in the Implementation Area applying for TIL} \times 100}{\text{Number of employees in the Implementation Area}}$$

	Total number of employees	Percentage contribution to Implementation Area total	Total number of TIL applications	Percentage contribution to Implementation Area total	Number of individuals applying for TIL	Percentage contribution to Implementation Area total	TILUR
Province	500		95		35		7,00%
Department							
Departmant A	250	50%	50	52,63%	15	42,86%	20%
Department B	250	50%	45	47,37%	20	57,14%	18%

CHAPTER 11: ESCALATED ISSUES

1. Any items escalated to the Employer or the DPSA that arose and that were resolved should be addressed under this heading.

2. Any item that needs the attention of the Employer, or the DPSA that must be discussed and/or resolved must be identified and described to facilitate discussion with the relevant party (parties).

3. Escalated issues must not be hidden in the content of the report.

CHAPTER 12: CONCLUSION

Provide final summary remarks.

CHAPTER 13: DISCUSSION BY INDIVIDUAL DEPARTMENT IN THE IMPLEMENTATION AREA

The requirements in Chapter 2 apply mutatis mutandis for individual departmental/regional discussion/reporting.

Part 1: Department of Agriculture

Part 2: Department of Community and Safety

ANNEXURES

List Annexures appended to report.

ANNEXURE F

CASE VOLUMES FOR THE RESPECTIVE IMPLEMENTATION AREAS

Implementation Area	Leave Cycle 2010 -2012				Leave Cycle 2013 -2015				Leave Cycle 2016 -2018			
	No of Employees	Short Incapacity Leave Applications	Long Incapacity leave Applications	Ill-health Retirement Applications	No of Employees	Short Incapacity Leave Applications	Long Incapacity leave Applications	Ill-health Retirement Applications	No of Employees	Short Incapacity Leave Applications	Long Incapacity leave Applications	Ill-health Retirement Applications
Eastern Cape Provincial Administration	141,217	12,138	3,435	61	131,056	11,072	2,679	56	129,011	12,348	1,013	3
Free State Provincial Administration	61,675	7,986	1,498	10	57,871	8,815	1,460	0	57,640	8,020	1,433	2
Gauteng Provincial Administration	157,826	3,663	518	2	160,206	6,382	713	9	168,025	23,387	3,616	46
Kwazulu-Natal Provincial Administration	212,832	19,931	1,955	89	198,579	23,455	2,126	55	189,668	29,905	3,713	63
Limpopo Provincial Administration	120,409	2,864	627	3	113,274	3,833	860	1	108,842	4,664	773	0
Mpumalanga Provincial Administration	72,084	2,586	615	4	71,414	2,791	469	2	72,131	3,634	904	0

Implementation Area	Leave Cycle 2010 -2012				Leave Cycle 2013 -2015				Leave Cycle 2016 -2018			
	No of Employees	Short Incapacity Leave Applications	Long Incapacity leave Applications	Ill-health Retirement Applications	No of Employees	Short Incapacity Leave Applications	Long Incapacity leave Applications	Ill-health Retirement Applications	No of Employees	Short Incapacity Leave Applications	Long Incapacity leave Applications	Ill-health Retirement Applications
North West Provincial Administration	60,090	4,479	263	0	59,696	10,089	721	25	61,752	6,228	880	26
Northern Cape Provincial Administration	23,286	1,870	504	0	24,199	2,922	698	29	24,618	4,833	867	0
Western Cape Provincial Administration	81,632	14,305	1,838	9	82,310	13,226	1,598	4	84,662	16,011	990	1
Cluster 1 National Departments	42,485	21,482	1,690	41	39,252	14,176	1,140	27	39,079	1,354	234	1
Cluster 2 National Departments	35,315	5,484	478	5	35,548	6,441	600	1	34,570	6,845	1,177	21
Cluster 3 National Departments	19,822	1,241	129	4	19,230	2,024	184	0	21,685	2,641	375	3
Cluster 4 National Departments	34,161	3,391	379	4	61,015	5,576	478	0	52,917	7,967	1,012	9

RESOLUTION NO 5 OF 2001

AMENDMENTS TO RESOLUTION 7 OF 2000 (IMPROVEMENT IN THE CONDITIONS OF SERVICE OF PUBLIC SERVICE EMPLOYEES FOR 2000/2001 FINANCIAL YEAR)

The employer and employee parties agree on the terms set out below:

1. OBJECTIVES:

1.1 To establish processes to develop new, more equitable benefits, career paths and pay progression for all employees in the public service.

1.2 To establish a framework for restructuring in the public service.

1.3 To provide for the annual wage increase for public service employees for the 2000/2001 financial year.

2. APPLICATION

2.1 This agreement applies to the employer and employees:

a) who are employed by the State; and

b) who fall within the registered scope of the PSCBC.

3. MEDICAL AID RESTRUCTURING:

3.1 A joint task team of employer and employee parties shall be established to investigate:

a) mechanisms to introduce collective buying power;

b) extending medical assistance to all employees in the public service;

c) the feasibility of capping and/or de-linking the present medical aid contribution from the medical price index;

d) administrative mechanisms to control and manage costs for the employer and employee;

e) measures and resources for the treatment of HIV/AIDS in respect of affected employees and their dependants;

f) how medical aid schemes can strengthen the public health system in the country; and

g) post retirement medical aid.

3.2 The joint task team shall complete its work by 31st January 2001 and submit developed recommendations to the PSCBC for negotiation by 15th February 2001.

4. POLICY ON HIV/AIDS:

4.1 A joint task team of employer and employee parties shall be established to investigate:

a) the development of an HIV/ AIDS policy;

b) the elimination of discrimination against people living with HIV/ AIDS; and

c) the development of appropriate training and materials for people who work with those affected by HIV/ AIDS.

d) counselling systems for employees who care for people who are HIV positive and those living with AIDS.

4.2 The joint task team shall complete its work by 31st January 2001 and submit developed recommendations to the PSCBC for negotiation by 15th February 2001.

5. HOUSING AND ACCOMMODATION RESTRUCTURING:

5.1 A joint task team of employer and employee parties shall be established to investigate:

a) possibilities on how the employer's collective buying power can be harnessed to obtain better and affordable arrangements with financial institutions. Further,

to develop criteria for the evaluation of financial institutions that will provide mortgage bonds for public servants;

b) measures to address the needs of the low-income and rural-based employees together with those based in tribal trust land, inner city and peri-urban areas as far as the housing benefit is concerned;

c) measures to enable new employees with a continuous twelve-month period of service to obtain a housing subsidy;

d) all allowances related to housing and accommodation with a view of extending the same to all employees;

e) the current accommodation benefits provided by the employer; and

f) the possible use of individual's actuarial value with the Government Employee Pension Fund (GEPF), to be accessed for collateral purposes.

5.2 The joint task team shall complete its work by 31st January 2001 and submit developed recommendations to the PSCBC for negotiation by 15th February 2001.

6. PENSION RESTRUCTURING:

6.1 A joint task team of employer and employee parties shall be established to investigate:

a) advantages and disadvantages of the present system in relation to a Pay as You Go (PAYG) and any other pension system;

b) a reduction in the employer's contribution to the Government Employees Pension Fund (GEPF) to an agreed percentage with a view to agreeing how the funds will be used. This could include using funds accrued from such reduction towards the development of social services in general and job security in particular.

c) the implications of the alleged mismanagement of the Venda pension fund on the affected employees; and

d) the buying back of pensions at favourable rates to assist those employees who were previously denied access to the pension fund or who lost their pensionable service as well as all employees who were disadvantaged by collective agreements.

6.2 The joint task team shall complete its work by 31st May 2001 and submit developed recommendations to the PSCBC for negotiation by 15th June 2001.

7. LEAVE:

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 requirements 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 utilisation of this leave must take into account sectoral service delivery requirements.

d) The remaining days shall be utilised 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. Any refusal must be confirmed in writing.

7.2 Annual leave accruals and leave payouts:

a) The cash value in respect of unused annual leave credits shall be payable at termination of service.

b) For purposes of leave payouts, employees shall be paid a maximum of 22 days. Where the days are more than 22 Annexure A applies.

7.3 Payout of annual leave accrued before 1st July 2000:

a) Employees, who in terms of the dispensation applicable prior to 1st July 2000, have earned audited leave accruals in terms of that dispensation, shall retain the same. The employer shall pay such accrued leave on:

   i) death;

   ii) retirement; or

   iii) medical boarding.

b) Parties to the PSCBC shall negotiate the method of calculating the value and payment of the audited accrued leave.

c) Where there are no records an audit shall be conducted by the employer in order to determine whether there are periods which are audited or unaudited. Should there be a period which is not audited and a period which is audited

then the leave payout shall be paid on the basis of 6 days per completed year of service up to 100 days for unaudited leave, plus the value of the audited leave.

d) The employer shall allow employees to utilise their accrued leave credits accrued prior to 1st July 2000. Departments shall develop procedures and measures to ensure that accrued leave is utilised in a manner that does not detrimentally affect service delivery.

7.4 Normal sick leave:

a) Employees shall be granted 36 working days sick leave with full pay in a three-year cycle.

b) The employer shall require a medical certificate from a registered medical practitioner if three or more consecutive days are taken as sick leave.

c) Practitioners shall, for this purpose, include all practitioners as defined by the Health Professionals Council of South Africa (Medical and Dental Practitioners).

d) An employee shall produce a medical certificate at the request of the employer where a pattern has been established.

e) Unused sick leave credits shall lapse at the end of a three-year cycle.

7.5 Disability management leave:

7.5.1 Temporary disability leave:

a) An employee whose normal sick leave credits in a cycle have been exhausted and who, according to the relevant practitioner, requires to be absent from work due to disability which is not permanent, may be granted sick leave on full pay provided that:

i) her or his supervisor is informed that the employee is ill; and

ii) a relevant registered medical and/or dental practitioner has duly certified such a condition in advance as temporary disability except where conditions do not allow.

b) The employer shall, during 30 working days, investigate the extent of inability to perform normal official duties, the degree of inability and the cause thereof. Investigations shall be in accordance with item 10(1) of Schedule 8 in the Labour Relations Act of 1995.

c) The employer shall specify the level of approval in respect of applications for disability leave.

7.5.2 **Permanent disability leave:**

a) Employees whose degree of disability has been certified as permanent shall, with the approval of the employer, be granted a maximum of 30 working days paid sick leave, or such additional number of days required by the employer to finalise the process set out in (b) and (c) below.

b) The employer shall, within 30 working days, ascertain the feasibility of:

i) alternative employment; or

ii) adapting duties or work circumstances to accommodate the disability.

c) If both the employer and the employee are convinced that the employee will never be able to perform any type of duties at her or his level or rank, the employee shall proceed with application for ill health benefits in terms of the Pension Law of 1996.

7.6 **Leave for occupational injuries and diseases:**

a) Employees who, as a result of their work, suffer occupational injuries or contract occupational diseases shall be granted occupational injury and disease leave for the duration of the period they cannot work.

b) If an employee suffers a work-related injury as a result of an accident involving a third party, the employer may grant her or him occupational injury and disease leave provided that the employee:

i) brings a claim for compensation against the third party; and

ii) undertakes to use compensation (in terms of the Compensation for Occupational Injuries and Diseases Act of 1993) received to recompense as far as possible for the costs arising from the accident.

c) The employer shall be obliged to take reasonable steps to assist an employee to claim compensation according to (b) above.

7.7 **Parental leave:**

7.7.1 **Maternity Leave:**

a) An employee shall receive four months paid maternity leave for each confinement.

b) If an employee has utilised all her maternity leave, and wishes to extend the leave as a result of complications, she shall:

i) utilise available vacation leave; and/or

ii) receive up to 184 days of unpaid leave; and/or

iii) utilise any sick leave due to her.

c) An employee who experiences a miscarriage, still birth or termination of pregnancy after starting paid maternity leave:

i) shall be entitled to 6 weeks paid leave; and

ii) thereafter she may utilise sick leave for days taken off as a result of the miscarriage, still birth or termination of pregnancy.

7.7.2 <u>Adoption leave</u>:

a) An employee who adopts a child who is younger than two years shall qualify for adoption leave to a maximum of 45 working days. Thereafter the provisions of 7.7.1 (b) (i) and (ii) shall apply.

b) If both spouses or life partners are employed in the public service, both partners will qualify for adoption leave provided that the combined leave taken does not exceed the 45 days in (a) above.

7.7.3 <u>Family responsibility leave</u>:

a) Employees shall be granted 3 days leave per annual leave cycle for utilisation if:

i) the employee's spouse or life partner gives birth to a child; or

ii) the employee's child, spouse, or life partner is sick.

b) Employees shall be granted 5 days leave per annual leave cycle for utilisation if:

i) the employee's child, spouse or life partner dies; or

ii) an employee's immediate family member dies.

c) The amount of family responsibility leave taken according to (a) and/or (b) above shall not exceed 5 days, unless special circumstance warrant further leave at the discretion of the employer.

d) Employees who have used all their family responsibility leave shall:

i) use available vacation leave; and/or

ii) use up to 84 days of unpaid leave.

7.8 Special leave:

a) The employer shall negotiate a policy in the relevant sectoral bargaining council.

b) This policy shall indicate:

i) the circumstances or responsibilities under which the employer shall authorise special leave with full pay;

ii) as far as possible, events for which the employer shall not provide such leave.

c) The policy may provide paid leave for such requirements such, as study, examinations, military service, re-settlement due to a transfer, collective bargaining or other labour-relations requirements, participation in sports, sabbaticals where appropriate, or any other purpose.

7.9 Leave for office bearers or shop stewards of recognised employee organisations:

a) Office bearers or shop stewards of recognised employee organisations shall receive up to 10 days paid leave per annum for activities related to her or his union position.

7.10 Unpaid leave:

a) If an employee has utilised all her or his paid vacation leave, the employer may grant her or him unpaid vacation leave. Only in exceptional cases shall the employer grant more than 184 days of unpaid vacation leave in a period of 18 months.

b) An employee shall utilise unpaid leave for absence from work due to:

i) arrest, imprisonment or appearance in court on a criminal charge that leads to a conviction; or

ii) a criminal sentence.

8. PAY PROGRESSION:

8.1 The parties shall develop and finalise a new pay progression system by 1st July 2001. The agreed new pay progression system shall replace rank and leg promotions.

8.2 The employer shall fund research, development and related costs in respect of a new pay progression system.

8.3 The parties shall set up career paths for every occupation, which shall define:

a) grounds for promotion to higher salary levels, which must include both an improvement in competencies and good performance;

b) the grounds for movement into occupations on the same salary level;

c) competencies required for each salary level;

d) procedures to assess employees' competencies at each salary level; and

e) other requirements for promotion.

8.4 The present rank and leg promotion system shall be terminated by 1st July 2001 or earlier if a new pay progression system is agreed to before that date.

8.5 Educators shall receive a once-off, non-pensionable bonus of R850-00 in addition to the annual general salary increase.

8.6 Employees, including educators, shall receive R850-00 across the board if a pay progression system is not agreed to and implemented by 1st July 2001. If a pay progression system is not agreed to in subsequent years the amount of R850-00 shall be increased according to inflation (consumer price index).

8.7 The backlog of rank and leg promotions shall be paid within a period of 3 ½ years or earlier. In this regard the most adversely affected groups shall be prioritised in Sectoral Councils.

8.8 The parties shall establish training programmes that enable employees to obtain relevant competencies.

8.9 The employer shall provide sufficient funds per sector for research to assist in the definition of career paths.

8.10 Each sector shall define the competencies required for each level in career paths, taking into account new policies and service requirements.

8.11 Sectoral councils shall submit regular progress reports to the PSCBC regarding the development of the new pay progressing system "

9. COMMON PAY DATE FOR PUBLIC SERVANTS:

9.1 A joint task team of employer and employee parties shall be established to investigate the possibility of such a pay date in the different sectors.

9.2 The joint task team shall complete its work by 31st January 2001 and submit developed recommendations to the PSCBC for negotiation by 15th February 2001.

10. PAYMENT OF BIRTHDAY BONUS:

10.1 Employees whose birthdays fall between January and March of each year shall receive their 13th cheque on their birthday month and not in April of each year.

10.2 The above shall be phased in over a period of 3 years.

11. PAYMENT OF 13TH CHEQUE TO EMPLOYEES:

11.1 The 13th cheque shall be equal to one month's salary and all contribution obligations on the parties in this regard shall lapse.

12. WAGE INCREASE FOR 2000/2001 FINANCIAL YEAR:

12.1 The annual wage increase for the 2000/2001 financial year shall be an average of 6.5% of which 0.5% shall be paid on a sliding scale according to Annexure B.

13. IMPLEMENTATION DATE:

13.1 The implementation date of this agreement shall be 1st July 2000.

14. DISPUTE RESOLUTION:

14.1 Disputes about the interpretation or application of this agreement shall be dealt with according to the dispute resolution procedure of the PSCBC.

15. PUBLIC SERVICE RESTRUCTURING:

15.1 The Presidential Jobs Summit that was convened to address the growing scourge of job losses, directed that all sectors convene sectoral job summits as a matter of urgency.

15.2 The parties hereby commit themselves to the urgent convening of the public service jobs summit by no later than 31 January 2001.

15.3 All matters related to the role, the size and future of the public service shall be deliberated upon and agreed during the jobs summit process.

THIS DONE AND SIGNED ATCENTURION ON THIS 27TH DAY OF JULY 2001

ON BEHALF OF THE STATE AS EMPLOYER

	Name	Signature
State as employer		

ON BEHALF OF EMPLOYEE PARTIES

Employee party	Name	Signature
DENOSA		
HOSPERSA		
NAPTOSA		
NUPSAW		
NPSWU		
NEHAWU		
PAWUSA		
POPCRU		
PSA		
SADTU		
SAPU		
SAOU		

THIS DONE AND SIGNED AT CENTURION

OF THIS 27 DAY OF JULY 2001

ON BEHALF OF THE STATE AS EMPLOYER

	Name	Signature
State as employer	Manoko Nchwe	

ON BEHALF OF EMPLOYEE PARTIES

Employee party	Name	Signature
DENOSA	[redacted]	[redacted]
HOSPERSA		
NAPTOSA		
NUPSAW		
NPSWU		
NEHAWU	Pulie Pamoelse	Pamoelse
PAWUSA		
POPCRU		
PSA	HN DE CLERCQ	
SADTU	T. W. NXESI	
SAPU	M.R. MONAHENG	
SAOU		

RESOLUTION NO 7 OF 2000

IMPROVEMENT IN THE CONDITIONS OF SERVICE OF PUBLIC SERVICE EMPLOYEES FOR 2000/2001 FINANCIAL YEAR

PUBLIC SERVICE CO-ORDINATING BARGAINING COUNCIL (PSCBC)

PUBLIC SERVICE CO-ORDINATING BARGAINING COUNCIL (PSCBC)

RESOLUTION NO. 7 OF 2000

IMPROVEMENT IN THE CONDITIONS OF SERVICE OF PUBLIC SERVICE EMPLOYEES FOR 2000/2001 FINANCIAL YEAR

The employer and employee parties agree on the terms set out below:

1. OBJECTIVES:

1.1 To establish processes to develop new, more equitable benefits, career paths and pay progression for all employees in the public service.

1.2 To establish a framework for restructuring in the public service.

1.3 To provide for the annual wage increase for public service employees for the 2000/2001 financial year.

2. SCOPE:

2.1 This agreement applies to the employer and employees:

a) who are employed by the State; and

b) who fall within the registered scope of the PSCBC.

3. MEDICAL AID RESTRUCTURING:

3.1 A joint task team of employer and employee parties shall be established to investigate:

a) mechanisms to introduce collective buying power;

b) extending medical assistance to all employees in the public service;

c) the feasibility of capping and/or de-linking the present medical aid contribution from the medical price index;

d) administrative mechanisms to control and manage costs for the employer and employee;

e) measures and resources for the treatment of HIV/AIDS in respect of affected employees and their dependants;

f) how medical aid schemes can strengthen the public health system in the country; and

g) post retirement medical aid.

3.2 The joint task team shall complete its work by 31st January 2001 and submit developed recommendations to the PSCBC for negotiation by 15th February 2001.

4. POLICY ON HIV/AIDS:

4.1 A joint task team of employer and employee parties shall be established to investigate:

a) the development of an HIV/ AIDS policy;

b) the elimination of discrimination against people living with HIV/ AIDS; and

c) the development of appropriate training and materials for people who work with those affected by HIV/ AIDS.

4.2 The joint task team shall complete its work by 31st January 2001 and submit developed recommendations to the PSCBC for negotiation by 15th February 2001.

5. HOUSING AND ACCOMMODATION RESTRUCTURING:

5.1 A joint task team of employer and employee parties shall be established to investigate:

a) possibilities on how the employer's collective buying power can be harnessed to obtain better and affordable arrangements with financial institutions. Further, to develop criteria for the evaluation of financial institutions that will provide mortgage bonds for public servants;

b) measures to address the needs of the low-income and rural-based employees together with those based in tribal trust land, inner city and peri-urban areas as far as the housing benefit is concerned;

c) measures to enable new employees with a continuous twelve-month period of service to obtain a housing subsidy;

d) all allowances related to housing and accommodation with a view of extending the same to all employees;

e) the current accommodation benefits provided by the employer; and

f) the possible use of individual's actuarial value with the Government Employee Pension Fund (GEPF), to be accessed for collateral purposes.

5.2 The joint task team shall complete its work by 31st January 2001 and submit developed recommendations to the PSCBC for negotiation by 15th February 2001.

6. PENSION RESTRUCTURING:

6.1 A joint task team of employer and employee parties shall be established to investigate:

a) advantages and disadvantages of the present system in relation to a Pay as You Go (PAYG) and any other pension system;

b) a reduction in the employer's contribution to the Government Employees Pension Fund (GEPF) to an agreed percentage. The purpose of this is to use funds accrued from such reduction towards the development of social services and job security in the public service;

c) the implications of the alleged mismanagement of the Venda pension fund on the affected employees; and

d) the buying back of pensions at favourable rates to assist those employees who were previously denied access to the pension fund as well as all employees in terms of previous collective agreements.

6.2 The joint task team shall complete its work by 31st May 2001 and submit developed recommendations to the PSCBC for negotiation by 15th June 2001.

7. LEAVE:

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 requirements 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 utilisation of this leave must take into account sectoral service delivery requirements.

d) The remaining days shall be utilised 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.

7.2 Annual leave accruals and leave payouts:

a) The cash value in respect of unused annual leave credits shall be payable at termination of service.

b) For purposes of leave payouts, employees shall be paid a maximum of 22 days.

7.3 Payout of annual leave accrued before 1st July 2000:

a) Employees, who in terms of the dispensation applicable prior to 1st July 2000, have earned audited leave accruals in terms of that dispensation, shall retain the same. The employer shall pay such accrued leave on:

i) death;

ii) retirement; or

iii) medical boarding.

b) Parties to the PSCBC shall negotiate the method of calculating the value and payment of the audited accrued leave.

c) Where there are no records an audit shall be conducted by the employer in order to determine whether there are periods which are audited or unaudited. Should there be a period which is not audited and a period which is audited then the leave payout shall be paid on the basis of 6 days per completed year of service up to 100 days for unaudited leave, plus the value of the audited leave.

d) The employer shall allow employees to utilise their accrued leave credits accrued prior to 1st July 2000. Departments shall develop procedures and measures to ensure that accrued leave is utilised in a manner that does not detrimentally affect service delivery.

7.4 Normal sick leave:

a) Employees shall be granted 36 working days sick leave with full pay in a three-year cycle.

b) The employer shall require a medical certificate from a registered medical practitioner if three or more consecutive days are taken as sick leave.

c) Practitioners shall, for this purpose, include all practitioners as defined by the Health Professionals Council of South Africa (Medical and Dental Practitioners).

d) An employee shall produce a medical certificate at the request of the employer where a pattern has been established.

e) Unused sick leave credits shall lapse at the end of a three-year cycle.

7.5 Disability management leave:

7.5.1 Temporary disability leave:

a) An employee whose normal sick leave credits in a cycle have been exhausted and who, according to the relevant practitioner, requires to be absent from work due to disability which is not permanent, may be granted sick leave on full pay provided that:

i) her or his supervisor is informed that the employee is ill; and

ii) a relevant registered medical and/or dental practitioner has duly certified such a condition in advance as temporary disability except where conditions do not allow.

b) The employer shall, during 30 working days, investigate the extent of inability to perform normal official duties, the degree of inability and the cause thereof. Investigations shall be in accordance with item 10(1) of Schedule 8 in the Labour Relations Act of 1995.

c) The employer shall specify the level of approval in respect of applications for disability leave.

7.5.2 <u>Permanent disability leave</u>:

a) Employees whose degree of disability has been certified as permanent shall, with the approval of the employer, be granted a maximum of 30 working days paid sick leave, or such additional number of days required by the employer to finalise the process set out in (b) and (c) below.

b) The employer shall, within 30 working days, ascertain the feasibility of:

i) alternative employment; or

ii) adapting duties or work circumstances to accommodate the disability.

c) If both the employer and the employee are convinced that the employee will never be able to perform any type of duties at her or his level or rank, the employee shall proceed with application for ill health benefits in terms of the Pension Law of 1996.

7.6 <u>Leave for occupational injuries and diseases</u>:

a) Employees who, as a result of their work, suffer occupational injuries or contract occupational diseases shall be granted occupational injury and disease leave for the duration of the period they cannot work.

b) If an employee suffers a work-related injury as a result of an accident involving a third party, the employer may grant her or him occupational injury and disease leave provided that the employee:

i) brings a claim for compensation against the third party; and

ii) undertakes to use compensation (in terms of the Compensation for Occupational Injuries and Diseases Act of 1993) received to recompense as far as possible for the costs arising from the accident.

c) The employer shall be obliged to take reasonable steps to assist an employee to claim compensation according to (b) above.

7.7 Parental leave:

7.7.1 Maternity Leave:

a) An employee shall receive four months paid maternity leave for each confinement.

b) If an employee has utilised all her maternity leave, and wishes to extend the leave as a result of complications, she shall:

i) utilise available vacation leave; and/or

ii) receive up to 184 days of unpaid leave; and/or

iii) utilise any sick leave due to her.

c) An employee who experiences a miscarriage, still birth or termination of pregnancy after starting paid maternity leave:

i) shall be entitled to 6 weeks paid leave; and

ii) thereafter she may utilise sick leave for days taken off as a result of the miscarriage, still birth or termination of pregnancy.

7.7.2 Adoption leave:

a) An employee who adopts a child who is younger than two years shall qualify for adoption leave to a maximum of 45 working days. Thereafter the provisions of 7.7.1 (b) (i) and (ii) shall apply.

b) If both spouses or life partners are employed in the public service, both partners will qualify for adoption leave provided that the combined leave taken does not exceed the 45 days in (a) above.

7.7.3 Family responsibility leave:

a) Employees shall be granted 3 days leave per annual leave cycle for utilisation if:

i) the employee's spouse or life partner gives birth to a child; or

ii) the employee's child, spouse, or life partner is sick.

b) Employees shall be granted 5 days leave per annual leave cycle for utilisation if:

i) the employee's child, spouse or life partner dies; or

ii) an employee's immediate family member dies.

c) The amount of family responsibility leave taken according to (a) and/or (b) above shall not exceed 5 days.

d) Employees who have used all their family responsibility leave shall:

i) use available vacation leave; and/or

ii) use up to 84 days of unpaid leave.

7.8 Special leave:

a) The employer shall negotiate a policy in the relevant bargaining council.

b) This policy shall indicate:

i) the circumstances or responsibilities under which the employer shall authorise special leave with full pay;

ii) as far as possible, events for which the employer shall not provide such leave.

c) The policy may provide paid leave for such requirements such, as study, examinations, military service, re-settlement due to a transfer, collective bargaining or other labour-relations requirements, participation in sports, sabbaticals where appropriate, or any other purpose.

7.9 Leave for office bearers or shop stewards of recognised employee organisations:

a) Office bearers or shop stewards of recognised employee organisations shall receive up to 10 days paid leave per annum for activities related to her or his union position.

7.10 Unpaid leave:

a) If an employee has utilised all her or his paid vacation leave, the employer may grant her or him unpaid vacation leave. Only in exceptional cases shall the employer grant more than 184 days of unpaid vacation leave in a period of 18 months.

b) An employee shall utilise unpaid leave for absence from work due to:

i) arrest, imprisonment or appearance in court on a criminal charge that leads to a conviction; or

ii) a criminal sentence.

8. PAY PROGRESSION:

8.1 The present rank and leg promotion system shall be terminated by 1st July 2001 or earlier if a new pay progression system is agreed to before that date.

8.2 Educators shall receive a once-off, non-pensionable bonus of R850-00 in addition to the annual general salary increase.

8.3 Employees shall receive R850-00 across the board if a pay progression system is not agreed to and implemented by 1st July 2001. If a pay progression system is not agreed to in subsequent years the amount of R850-00 shall be increased according to inflation.

8.4 The backlog of rank and leg promotions shall be paid within 4 years.

8.5 The employer shall fund research, development and related costs in respect of a new pay progression system.

8.6 The parties shall set up career paths for every occupation, which shall define:

a) grounds for promotion to higher salary levels, which must include both an improvement in competencies and good performance;

b) the grounds for movement into occupations on the same salary level;

c) competencies required for each salary level;

d) procedures to assess employees' competencies at each salary level; and

e) other requirements for promotion.

8.7 The parties shall establish training programmes that enable employees to obtain relevant competencies.

8.8 The employer shall provide sufficient funds per sector for research to assist in the definition of career paths.

8.9 Each sector shall define the competencies required for each level in career paths, taking into account new policies and service requirements.

9. COMMON PAY DATE FOR PUBLIC SERVANTS:

9.1 A joint task team of employer and employee parties shall be established to investigate the possibility of such a pay date in the different sectors.

9.2 The joint task team shall complete its work by 31st January 2001 and submit developed recommendations to the PSCBC for negotiation by 15th February 2001.

10. PAYMENT OF BIRTHDAY BONUS:

10.1 Employees whose birthdays fall between January and March of each year shall receive their 13th cheque on their birthday month and not in April of each year.

10.2 The above shall be phased in over a period of 3 years.

11. PAYMENT OF 13TH CHEQUE TO EMPLOYEES:

11.1 The 13th cheque shall be equal to one month's salary and all contribution obligations on the parties in this regard shall lapse.

12. WAGE INCREASE FOR 2000/2001 FINANCIAL YEAR:

12.1 The annual wage increase for the 2000/2001 financial year shall be an average of 6.5% of which 0.5% shall be paid on a sliding scale according to Annexure B.

13. IMPLEMENTATION DATE:

13.1 The implementation date of this agreement shall be 1st July 2000.

14. DISPUTE RESOLUTION:

14.1 Disputes about the interpretation or application of this agreement shall be dealt with according to the dispute resolution procedure of the PSCBC.

THIS DONE AND SIGNED AT _____

OF THIS _____ DAY OF _____ 2000

ON BEHALF OF THE STATE AS EMPLOYER

	Name	Signature
State as employer		

ON BEHALF OF EMPLOYEE PARTIES

Employee party	Name	Signature
DENOSA		
HOSPERSA		
NAPTOSA		
NUPSAW		
NPSWU		
NEHAWU		
PAWUSA		
POPCRU		
PSA		
SADTU		
SAPU		
SAOU		

RESOLUTION NO 15 OF 2002

AMENDMENTS TO PSCBC RESOLUTION 7 OF 2000 AND PSCBC RESOLUTION 5 OF 2001: LEAVE MATTERS

1. SCOPE

1.1 This agreement binds:

(a) the employer;

(b) the employees of the employer who are members of the trade union parties to this agreement; and

(c) the employees of the employer who are not members of any trade union parties to this agreement, but who fall within the registered scope of Council.

2. AGREEMENT

2.1 The parties agree that the PSCBC Resolution 7 of 2000 and PSCBC Resolution 5 of 2001 be amended as follows:

3. CAPPING OF LEAVE DURING TRANSITIONAL PERIOD

3.1 As a once off arrangement, the 50% leave entitlement, or any portion thereof, which was due to employees for the period 1 July 2000 to 31 December 2000, and which could not be utilised before 30 June 2001 shall be added to the number of leave days accrued prior to 1 July 2000.

4. INCAPACITY LEAVE

4.1 The word 'disability' in clause 7.5 of PSCBC Resolution 7 of 2000 be replaced with the word 'incapacity' wherever it appears.

5. ANNUAL LEAVE FOR NON-TEACHING STAFF AT SCHOOLS/TRAINING INSTITUTIONS (Employed in the various Schools and Education and Training Institutions)

5.1 Non-teaching staff at schools and training institutions shall be:

5.1.1 Entitled to 27 working days annual leave of which at least 22 of the 27 working days annual leave must be taken during the period for which a school/education/training institution closes for the holidays. The remaining 5 days may be taken when the institution is in operation.

5.1.2 The annual leave entitlement should in these circumstances be regarded as the minimum. Therefore, if an employee is not required at the institution during the period(s) when the institution closes for holidays, an employee may utilise his/her annual leave entitlement and/or paid time off granted by the employer.

5.1.3 The head of the institution must ensure that his/her decisions are based upon the principles of fairness and equality in determining the leave roster for the affected employees.

5.2 With due regard to the principles of fairness and equality-

5.2.2 Annual leave and holidays constituting time off should be planned and scheduled at the beginning of a leave cycle, i.e. January of each year.

5.2.3 This process of scheduling of annual leave should take place in collaboration with the head of the institution and the employees concerned.

5.2.4 As for periods of time off during institution holidays (i.e. learners are on vacation) the following should be taken into account-

(a) The concept of 'if an employee is not required at the institution during the period(s)…'(refer 5.1.2): If an employee is not required during the institution holidays, the institution may not require from that employee to report for duty, *except* in circumstances which have a direct bearing on operational/ service delivery requirements of that institution.

(b) Attention needs to be given to activities/services that needs to take place/be delivered during the institution holidays.

(c) Scheduling and presenting formal training for all non-teaching members of staff during some of these periods may be considered.

(d) A roster of time off should be developed to give each member of staff a fair opportunity to time off, in the event where activities are to take place/services have to be rendered during institution holidays.

(e) Tasks should as far as possible be rotated between non-teaching members of staff and retain where possible only a minimum service delivery staff complement if their services are required during a institution holiday. To this end it should be born in mind that it is not necessary to retain the full staff complement, if only a minimum service delivery staff complement is required.

(f) It is important to make sure that non-teaching staff is retained on duty during institution holidays, only for valid official duty.

5.3 For purposes of clause 5.1 the employer shall ensure that in the case of institutions presenting a combination of courses e.g. semester and trimester courses, the annual leave and periods of time off of non-teaching staff rendering a support service to the academic staff, will be aligned with the dispensation applicable to the said academic staff.

6. PROBATION PERIODS

6.1 The employer will take the necessary steps to amend section 13 (c) of the Public Service Act, 1994, as amended, to provide that annual leave be covered within the probationary period.

7. MEDICAL CERTIFICATES: MEDICAL PRACTITIONERS

7.1 Paragraph 7.4 (c) of PSCBC Resolution 7 of 2000 and Resolution 5 of 2001 be amended to read "Practitioners shall, for this purpose include all practitioners as defined by the Health Professional Council of South Africa and who are legally certified to diagnose and treat patients"

8. This agreement shall come into effect from the date of signing.

9. If there is a dispute about the interpretation or application of this agreement any party may refer the matter to the Council for resolution in terms of the dispute resolution procedure of the Council.

10. The Council will monitor the implementation of this agreement.

ANNEXURE A

EMPLOYEE CATEGORY	ANNUAL LEAVE EXPRESSED AS WORKING DAYS
1. Institution-based educators[1]	As per ELRC Resolution 7 of 2001
2. Office-based educators[1]	As per ELRC Resolution 7 of 2001
3. Non-teaching staff based at schools/institutions	27
4. Nursing personnel in institutions that provide 24 hour service	
(a) Registered nurses appointed before 1 January 1968	40
(b) Registered or enrolled nurses appointed on or after 1 January 1968:	
(i) Less than 10 years service	34
(ii) 10 or more years of service	38
(c) nursing assistants appointed before 1 January 1968	35
(d) nursing assistants appointed after 1 January 1968 with-	
• less than 10 years service	30
• 10 or more years of service	34
(e) student and pupil nurses	22
(f) part-time nurses	22
5. Employees appointed prior to 1 July 1966	28
6. Other employees:	
(a) Less than 10 years service.	22
(b) 10 or more years of service	26

[1] ELRC Res. 7 of 2001 refers

THIS DONE AND SIGNED AT CENTURION ON THIS 7TH DAY

OF NOVEMBER 2002.

ON BEHALF OF THE EMPLOYER PARTY

	Name	Signature
State as Employer		

ON BEHALF OF TRADE UNION PARTIES

Trade Union	Name	Signature
DENOSA		
HOSPERSA		
NAPTOSA		
NUPSAW		
NEHAWU		
PAWUSA		
POPCRU		
PSA		
SADTU		
SAPU		

THIS DONE AND SIGNED AT Centurion OF THIS 7th DAY OF November 2002.

ON BEHALF OF THE EMPLOYER PARTY

	Name	Signature
State as Employer	Manoko Nchwe	

ON BEHALF OF TRADE UNION PARTIES

Trade Union	Name	Signature
DENOSA	Jabu C. Maqaqula	
HOSPERSA		
NAPTOSA	J. K. Dikobo	
NUPSAW		
NEHAWU		
PAWUSA		
POPCRU		
PSA	H H de Clercq	Signed 19/06/a
SADTU	T. W. Nxesi	
SAPU		

PSCBC

PUBLIC SERVICE CO-ORDINATING BARGAINING COUNCIL

RESOLUTION NO 1 OF 2007

AGREEMENT ON IMPROVEMENT IN SALARIES AND OTHER CONDITIONS OF SERVICE FOR THE FINANCIAL YEARS 2007/2008 TO 2010/2011

1. OBJECTIVES

1.1 To provide a basis for the annual general salary adjustments for employees for the financial years 2007/2008 and 2008/2009.

1.2 To introduce revised salary structures per identified occupation that caters for career pathing, pay progression, grade progression, seniority, increased competencies and performance with a view to attract and retain professionals and other specialists.

1.3 To replace the existing Scarce Skills Framework for the public service with the introduction of the revised salary structures.

1.4 To review the non-pensionable allowances payable in the public service.

1.5 To deal with certain leave matters.

1.6 To provide for the adjustment of the medical aid subsidy.

1.7 To provide for the adjustment of the housing allowance.

1.8 To provide for the alignment of the public service with the requirements of the Basic Conditions of Employment Act, 1997 and matters incidental thereto.

1.9 To provide for processes to review certain existing terms and conditions of employment.

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1.10 To provide for the conclusion of a minimum service agreement for all workers employed in essential services (Addendum 1)

1.11 To provide for a mutually beneficial process for the return to work of workers. (Addendum 2)

2. **SCOPE**

This agreement binds the employer and employees who-

(a) are employed by the State; and

(b) fall within the registered scope of the Council.

THE PARTIES TO COUNCIL AGREE TO THE FOLLOWING:

3. **MULTI-TERM SALARY ADJUSTMENT**

3.1 The annual salary adjustment on 1 July 2007 shall be 7.5% for the financial year 2007/2008.

3.2 The annual salary adjustment on 1 July 2008 shall be based on the projected CPI-X for the period 1 April 2008 to 31 March 2009 plus 1%.

3.3 The annual salary adjustment for the subsequent year or years shall be determined through collective bargaining, which may commence immediately after 2008 adjustment.

3.4 If the actual CPI-X is higher than the average projected CPI-X, the difference shall be dealt with as follows:

3.4.1 For the period referred to in clause 3.2, the difference shall be added to the adjustment for the following year, i.e. 2009.

3.5 The forecasts of National Treasury shall be used to determine the projected CPI-X.

3.6 The employer will consult with employee parties with effect from 1 August 2008 with regard to the budgetary processes pertaining to the personnel expenditure budget for 2009/2010.

4. **REVISED OCCUPATIONAL SPECIFIC SALARY STRUCTURES**

4.1 New salary scales will be negotiated and implemented per identified occupation to attract and retain professionals and other specialists over the duration of this Agreement. The negotiations will, among others, cover the following areas:-

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4.1.1 Remuneration structure, including number of notches and percentages between notches;
4.1.2 Benefits and allowances to be consolidated into salaries;
4.1.3 Frequency of pay progression;
4.1.4 Grade progression;
4.1.5 Career pathing;
4.1.6 Priorities and implementation dates;
4.1.7 Translation measures; and
4.1.8 Required levels of performance;

Principles of the revised occupation specific salary structures

4.2 The new salary structures will be developed with the aim of improving the Public Service's ability to attract and retain skilled employees. It would assist the Public Service in addressing the current problems experienced with regard to adequately remunerating the diverse occupational categories, which is currently done by means of a single standardised salary structure.

4.3 The system will include:

4.3.1 Unique salary structure per occupation;

4.3.2 Centrally determined grading structures and broad job profiles;

4.3.3 Career pathing opportunities based on competencies, experience and performance; and

4.3.4 Pay progression within the salary level.

4.4 The interval between notches (packages at MMS levels) in the revised remuneration structures will provide for significant increments between notches. The frequency of the pay progression within a salary level will be determined for each identified occupational category, informed by the needs of the specific occupation(s) and the increments (%) between the notches. Such progression within a salary level will be subject to approved levels of performance.

4.5 The salaries of occupational categories will, where applicable, be aligned to the market with the view to enhance the employer's ability to recruit and retain employees. The system will also ensure fair, equitable and competitive remuneration structures for all categories of employees.

4.6 The revised salary structures will put in place a proper career pathing model per identified occupational category. Such a career pathing model should be a forward looking plan to systematically increase salaries after pre-determined periods based on specific criteria such as performance, qualification, scope of work, experience, etc.

4.7 The remuneration structure will provide for longer salary bands and substantial overlaps between salary levels to facilitate adequate salary progression for employees who choose to remain in the production levels instead of aspiring to move

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into the supervisory or specialist posts. This will allow for professionals and specialists to earn salaries equal to or higher than that of managers, accommodating the uniqueness of different professional/ specialist jobs through acknowledging existing "job families" in the respective specialist disciplines.

Implications of the new salary grading system

4.8 Employees will be translated to the appropriate salary ranges attached to the posts subject thereto that they meet the criteria in terms of the appointment and the progression requirements.

4.9 Employees on personal salaries and scales which are higher than the maxima of the new salary scales will retain their salaries as personal.

Progression and Promotion Measures

4.10 Qualifying periods and criteria for pay progression and grade progression will be specifically indicated per identified occupational category. It will provide for accelerated progression to higher grades for employees who consistently perform above average and pay progression within a salary grade.

4.11 Promotion to higher posts will be subject to:

4.11.1 The employee meeting the appointment requirements (i.e. possessing the relevant qualification(s), prescribed years of experience, etc).

4.11.2 Availability of posts; and

4.11.3 The employee must be performing the functions of the post (job).

Implementation of the revised salary structures

4.13 These dispensations will be implemented over the next three years commencing with effect from 1 July 2007. The priorities for implementation for new occupations will be determined by agreement within the sectoral bargaining council.

4.14 The revised salary structure per occupation shall be implemented as follows:-

4.14.1 Health and Social Development Sector:-

4.14.1.1 The occupational specific salary structure for all professional occupations in the sector will be implemented over a period of three years.

4.14.1.2 All categories of nurses, with effect from 1 July 2007;

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4.14.1.3Medical officer, medical specialist, dentist, dental specialist, pharmacologist, pharmacist and emergency care practitioners, with effect from 1 July 2008; and

4.14.1.4Medical and therapeutic support services:- Dietician, Physiotherapist, Occupational Therapist, Radiographer, Audio and Speech Therapist, Dental Therapist, Dental Technician, Medical Technologist, Psychologist, Clinical Technologists, Medical Physicists, Medical Technical officers, Medical Orthotists and Prothetists, Optometrist, Oral Hygienist, Chiropodist, Environmental Health Officer, Health Technologist, Forensic Pathology Officer, with effect from 1 July 2009.

4.14.1.5Social workers, with effect from 1 April 2008;

4.14.2 Education Sector:-

4.14.2.1All school based educators, with effect from 1 January 2008;

4.14.2.2 Office based educators, with effect from 1 April 2008;

4.14.2.3 Educator specialists - Counselors, therapists, and psychologist - with effect from 1 April 2008.

4.14.3 General Public Service sector:-

4.14.3.1The occupation specific salary structure per identified occupation in the sector will be implemented over a period of three years.

4.14.3.2 Legal profession within the justice cluster, with effect from 1 July 2007;

4.14.3.3Engineers, architects, environmentalists and other identified professionals, jointly agreed to in the relevant sector with effect from 1 July 2009.

4.14.3.4 Correctional officials, with effect from 1 July 2008,

4.15 The negotiations related to each of the above mentioned occupations and salary structures, the translation measures for the movement from the current salary structure to the new structure, shall be dealt with at the relevant sectoral bargaining council or at the PSCBC if it is a transverse occupation.

4.16 All negotiation processes must be finalized 2 months prior to the implementation date referred to in paragraph 4.14 above. In the event that the negotiations process is not concluded, the matter will be referred to the PSCBC for finalization within 7 days of the expiry of the 2 months prior to the date of implementation.

4.17 The revised salary structures for the occupations to be implemented with effect from 1 July 2007 shall be finalized in the relevant sectoral bargaining councils by no later than 31 July 2007. In the event that the negotiations process is not concluded by 31 July 2007, the matter shall be referred to the PSCBC for finalization within 7 days of the expiry of 31 July 2007.

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4.18 The employer will ensure that funds are set aside to implement the approved revised salary structures per identified occupation.

5. PAY PROGRESSION FOR EMPLOYEES NOT COVERED BY REVISED OCCUPATIONAL SPECIFIC SALARY STRUCTURES

5.1 Parties agree to develop and implement a salary progression and career pathing model for employees not covered by the revised occupational specific salary structures. The new salary progression and career pathing model to include the following principles:

5.1.1 Reduction in the number of notches per salary level to 12 notches;

5.1.2 Fixed percent increment between the notches to be 1.5%;

5.1.3 Progression to a higher notch to be based on performance;

5.2 Implementation of the salary progression and career pathing model to commence with effect from 1 January 2009.

5.3 All employees on salary level 1 with 5 or more years of service to be placed on the minimum of salary level 2 with effect from 1 July 2007. (There are 3 559 employees affected by this movement)

5.4 All employees on salary level 2 with 20 or more years of service to be placed on the minimum of salary level 3 with effect from 1 July 2007. (There are 29 438 employees affected by this movement)

6. SCARCE SKILLS ALLOWANCE

The Scarce Skills allowance will be incorporated into salary as part of the development of the revised occupation specific salary structures thereby replacing clause 4 and Annexure A of Resolution 2 of 2004 on the dates of implementation of each new occupation. No employee will be prejudiced by the implementation of the revised salary structure.

7. ALLOWANCES

The Danger, Night Shift and Separation Allowances shall be adjusted as follows:

7.1 **Danger Allowances**

7.1.1 The tariffs of the Standard and Special Danger Allowances shall be adjusted by 25% respectively.

7.1.2 With effect from 1 July 2008 annual adjustments, shall be effected on 1 July of each year on the basis of the projected CPI-X as at 1 April of that year.

7.1.3 The provisions on the Danger Allowances contained in paragraph IX of Resolution 3 of 1999 is replaced as per Annexure A to this Agreement.

7.1.4 Any additions to the occupational categories identified in Annexure A shall be the subject of negotiations.

7.1.5 The provisions of the Standard and Special Danger Allowances shall exclude staff employed in terms of the South African Police Service Act, 1995.

7.2 **Night Shift Allowance**

7.2.1 The tariff of the Night Shift Allowance shall be adjusted by 25%.

7.2.2 With effect from 1 July 2008 annual adjustments shall be effected on 1 July of each year on the basis of the projected CPI-X as at 1 April of that year.

7.2.3 The parties agree to undertake a review of the night shift allowance and the recommendations will be subjected to negotiations.

7.3 **Separation Allowance**

The tariff of the Separation Allowance of R27.15 per day will be payable to all employees (single and married) who spend a minimum of 60 days per year away from their family members.

8. LEAVE PROVISIONS

8.1 **Annual leave of employees who were taken over from the former Provincial Administrations and Development Boards**

Leave entitlements of former Development Board employees not covered by current collective agreements shall be regularized with effect from 1 July 2007 through a determination by the Minister for the Public Service and Administration.

8.2 **Leave entitlements for part-time nurses with 10 years and more service**

Part-time nurses shall qualify for 26 working days annual leave after 10 years of service.

8.3 **Leave entitlements for Nursing Staff**

The annual leave entitlements of nursing staff shall be aligned to the annual leave entitlements applicable to the rest of the public service.

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9. BASIC CONDITIONS OF EMPLOYMENT ACT (BCEA), 1997

9.1 Payment Rate for Normal Overtime

Overtime on a Sunday or public holiday shall be 2 x basic salary of the employee, without the option of granting time-off. All other overtime shall be 1.5 x basic salary of the employee, without the option of granting time-off. This provision excludes employees on commuted overtime.

9.2 Basic Salary for Calculation of Overtime

The basis for the calculation of overtime worked shall be the actual salary notch of the employee, provided that it shall not be higher than a basic salary of R 122 841 per annum. This amount will be increased by the percentage of the annual general salary adjustment with effect of 1 July of each year, commencing 1 July 2007. This provision excludes employees on commuted overtime.

9.3 Maximum overtime hours

The mechanisms and conditions for the averaging of maximum overtime hours shall, where required, be determined in the respective sectoral bargaining councils. This excludes employees on commuted overtime.

9.4 Compensation for official duties performed during meal intervals

Compensation for employees who are, due to the nature of their work, required to remain on duty during their meal intervals shall, where required, be determined in the respective sectoral bargaining councils.

9.5 Averaging of Working Hours

The mechanisms and conditions for the averaging of working hours shall, where required, be determined in the respective sectoral bargaining councils.

9.6 Payment rate for an employee who ordinarily works on a Sunday

The rate of payment for an employee in the public service who, ordinarily works on a Sunday shall be 1.5 x basic salary.

9.7 Payment rate for an employee who ordinarily works on a Public Holiday

The rate of payment for an employee who ordinarily works on a public holiday shall be 2 x basic salary, without the option of granting time-off.

9.8 **Definition of Remuneration**

9.8.1 "Remuneration" in the Public Service shall, for purposes of calculating pay for annual leave, capped leave, unpaid leave as well as severance pay, be defined as follows:

(a) In respect of employees on salary levels 1 to 10:

(i) for purposes of calculating pay for unused annual leave and severance pay, remuneration means the employee's annual basic salary plus 37% of his/her basic salary; and

(ii) for purposes of calculating capped leave and unpaid leave, remuneration means the employee's annual basic salary.

(b) In respect of Middle Management Services (MMS) members:

(i) for purposes of calculating pay for unused annual leave, unpaid leave and severance pay, remuneration means the employee's all inclusive remuneration package; and

(ii) for purposes of calculating capped leave, remuneration means the employee's annual basic salary.

9.8.2. For purposes of the encashment of leave in terms of the long service recognition system, the employee's basic salary shall be used.

9.9 **Night Work**

9.9.1 Night work in the public service shall be deemed to be work performed between 19:00 – 07:00 or 18:00 – 06:00 by agreement between parties in the relevant bargaining Council/Chamber, taking into consideration operational requirements.

10. MEDICAL ASSISTANCE

10.1 The medical aid subsidy for employees on Government Employees Medical Scheme (GEMS) shall, with effect from 1 March 2007, be adjusted to the monthly monetary tax cap as approved by the Minister of Finance annually until 28 February 2011.

10.2 The Council to set up a meeting, within 2 months of signature, of the parties to address the concerns raised by labour with regard to the GEMS and operational matters.

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10.3 A signatory to this agreement will not prejudice such signatory's rights to challenge the fairness and/or legality of Resolution 1 of 2006.

11. CONTRACT EMPLOYMENT AND CASUAL WORKERS

11.1 A casual worker means a person employed on a day-to-day basis and who is paid a daily wage and who does not work more than 24 hours a month.

11.2 A casual worker is entitled to a salary and any benefits that are prescribed for a casual worker in the BCEA.

11.3 A contract worker means a person employed for a fixed term, including an educator appointed in a temporary capacity, but excluding a casual worker or an employee to whom a retirement age applies.

11.4 The benefits attached to the appointment of a contract worker shall be granted on the following basis:

11.4.1 A contract worker employed for less than six months shall receive his/her basic salary plus 37% in lieu of benefits, excluding leave benefits.

11.4.2 A contract worker employed for six months or longer shall receive his or her basic salary plus benefits (excluding leave benefits) or his/her basic salary plus 37% in lieu of benefits (excluding leave benefits).

11.4.3 Leave entitlements for a contract worker shall be granted on a *pro rata* basis linked to the term of his/her contract.

12. HOUSING ALLOWANCE

12.1 The phasing in of the housing allowance as per paragraph 7.1 of Resolution 2 of 2004 shall be fully implemented on 1 July 2007 and increased to R500 per month with effect from 1 July 2007.

12.2 Parties agree to undertake a comprehensive review of the current housing allowance to include amongst others:-

12.2.1 The promotion of home ownership;
12.2.2 What would constitute a fair and reasonable benefit in the light of present property values and/or the cost of housing;
12.2.3 What other practices regarding housing benefits that exist in the labour market; and
12.2.4 Financial implications of proposals.

12.3 The review will be completed and the recommendations subjected to negotiations by 31 July 2008.

J.C.M

13. RECOGNITION OF IMPROVED QUALIFICATIONS AND LONG-SERVICE AWARDS

13.1 The employer recognises the need to reward improvement in qualifications that are job related and will enhance performance and service delivery.

13.2 The employer recognises the need to revise the existing long-service award, with the view to ensure that the employer is in a position to retain skills and reward loyalty in the public service.

13.3 The parties agree to undertake a review of the above (paragraph 13.1 and 13.2), of which the recommendations will be subjected to negotiations. The review process will be conducted with the following as a framework:

13.3.1 The present system provides no real incentive for employees to improve their academic qualifications;

13.3.2 The current cash bonus system in recognition of improved qualification;

13.3.3 To provide the respective sectors with criteria/principles pertaining to the relevance and approval of qualifications.

13.4 Presently employees only receive long service awards for 20 and 30 years. The investigation into the long service award should consider the following:-

13.4.1 Other periods, e.g. 10, 15, 20 and 30 years; and

13.4.2 The payment to employees on attaining the various years of service.

13.5 The parties agree to finalise the processes pertaining to the recognition of improved qualifications and long service awards by 30 June 2008 for implementation with effect from 1 July 2008.

14 FILLING OF FUNDED VACANT POSTS

14.1 The employer will ensure that:-

14.1.1 All current funded vacancies are advertised, in terms of existing departmental policies, within 6 months of the date of agreement;

14.1.2 All new funded vacancies are advertised, in terms of existing departmental policies, within 6 months of the date of these vacancies arising.

14.1.3 As far as possible all vacant and funded posts should be advertised and filled within 12 months of signature or from date of arising.

14.1.4 The employer will provide Council with regular reports on the advertising and filling of posts in the public service. The report to include the number of funded vacancies, number advertised, number filled, number unfilled and the reasons for non filling. These reports to be submitted every 6 months to Council for distribution to trade union parties to Council.

15 PUBLIC SECTOR SUMMIT

15.1 Parties to Council agree to convene a Public Sector Summit in 2008 to address the following areas, among others:-

15.1.1 Outsourcing and agentisation;

15.1.2 Performance and productivity in the public service;

15.1.3 Work environment;

15.1.4 Resourcing of the public service; and

15.1.5 Minimum wage.

16 DATE OF IMPLEMENTATION

16.1 The provisions of this Agreement shall take effect on 1 July 2007, except in those instances where other dates are reflected.

17 GENERAL PROVISIONS

17.1 The wage adjustments provided for in this multi-term agreement for the 2007/2008 and 2008/2009, financial years exclude employees who are on a (personal) salary scale or notch that applied before 1 July 1996 or who are awarded a (personal) salary scale or notch since 1 July 1996 that is not contained/reflected on the salary grading system key scale until their salary scales/notches are on par with the standard salary ranges attached to their positions.

(**NB** Employees covered in terms of Ministerial Directive issued by DPSA dated 26 June 2003 (1/8/P) qualify for the annual salary adjustments referred to in this agreement. This Directive covers employees who, in terms of Resolution 7 of 2002, were matched and placed in lower graded posts or who applied successfully for lower graded posts and who were placed on personal notches.)

17.2 Parties to the Council reserve the right to re-open negotiations in the event of an adverse economic shock that dramatically impacts on the economy of the country.

17 INTERPRETATION AND APPLICATION

18.1 In the event of any conflict between the provisions of this Agreement and any other Agreement of the Council, the provisions of this Agreement shall take precedence.

18.2 No amendments to this Agreement shall be of force unless reduced to writing and agreed upon at the Council as a Resolution of the Council.

19. DISPUTE RESOLUTION

Disputes about the interpretation or application of this Agreement shall be dealt with according to the dispute resolution procedure of the Council.

THIS DONE AND SIGNED AT PSCBC ON THIS THE 5th DAY OF July 2007

ON BEHALF OF THE EMPLOYER PARTY

	NAME	SIGNATURE
STATE AS EMPLOYER	K. GOVENDER	

ON BEHALF OF THE TRADE UNION PARTIES

TRADE UNION	NAME	SIGNATURE
DENOSA	JABU C. MAGAGULA	
HOSPERSA/NUPSAW/NATU	BL MAHLARE	
NAPTOSA		
NEHAWU	NOLUTHANDO MAYENDE-SIBIYA	
POPCRU		
PSA	ADV - G.J.C. MYBURGH	
SADTU		
SAPU		

ANNEXURE A

REPLACEMENT OF PARAGRAPH IX OF PSCBC RESOLUTION 3 OF 1999 REGARDING DANGER ALLOWANCE

"IX **Danger Allowance**

1. The employer shall pay the Standard Danger Allowance to an employee who in the course of her or his employment experiences a genuine risk to her or his life and who is employed in one of following occupational categories and identified areas at work (where indicated):

   (a) Traffic/Regulatory Inspectors;
   (b) Correctional Officers guarding prisoners;
   (c) Social Workers, Youth Workers, Probation Workers, Nursing personnel, Occupational Therapists, Psychologists and Vocational Counsellors and Health Related Workers, working with prisoners, people held in places of safety and people on parole
   (d) Nurses working with psychiatric patients;
   (e) Educationists working with prisoners;
   (f) Nature Conservationists involved in law enforcement and investigations;
   (g) Employees working for safety restricted laboratories of the National Institute for communicable diseases;
   (h) Identified categories of emergency services personnel; and
   (i) Identified categories of immigration Officers.

2. The employer shall pay the Special Danger Allowance to an employee who works in the Department of Correctional Services and is-

   (a) involved in duties that require direct contact with maximum security prisoners; and
   (b) is part of the Reaction Unit.

3. The Standard Danger Allowance/Special Danger Allowance shall be paid to employees referred to in paragraph 1-

   (a) on a monthly basis if they experience a genuine risk to their lives each and every time they undertake their duties; or
   (b) on a daily basis if they only experience a genuine risk to their lives at times during the performance of their duties.

4. If an employee qualifies for both the Standard and Special Danger Allowances, she or he may receive both simultaneously.

5. The employer shall pay a danger allowance on the date an eligible employee receives her or his salary. The employer shall stop paying the allowance when the employee stops being eligible.

ADDENDUM 1

PROCESS TO DEVELOP A MINIMUM SERVICE LEVEL AGREEMENT FOR THE PUBLIC SERVICE

1. The parties to the PSCBC will appoint a joint technical working group (JTWG) with equal representation to develop a minimum service level agreement for the public service applicable across the relevant sectors.
2. Employer and labour representatives from each of the relevant sector councils will participate in the deliberations of the JTWG
3. The process will be facilitated by an independent facilitator appointed by the parties, who will submit monthly progress reports to the PSCBC.
4. The PSCBC will make funds available to commission research on the law and international and local best practice to inform the work of the JTWG
5. The JTWG may also receive submissions from the employer and labour
6. The work of the JTWG will commence no later than 31 July and will complete by 15 November 2007. The facilitator will if necessary be asked to develop proposals on matters on which consensus has not been reached at the JTWG, and will incorporate these into a comprehensive proposal to be submitted to the PSCBC by 30 November 2007.
7. If the PSCBC fails to adopt the proposal by 31 January 2008 either party may follow the procedure available to it in law to resolve the matter.
8. The procedure set out in paragraphs 1 - 7 above will not derogate from the processes already underway in the Health and Safety and Security sector councils to settle a minimum service agreement for that sector.

ADDENDUM 2

RETURN TO WORK

1. The return to work of public servants upon settlement of the public sector strike will be governed by the following principles and procedures designed to return workplaces to a state of normality.
2. The parties to the PSCBC agree to co operate to facilitate an orderly return to work within 24 hours of the settlement of the dispute. An employee having a reasonable explanation for failing to report to work within this time period will not suffer prejudice and will be admitted back to work.
3. Essential service employees who participated in the strike will return to work. The employer will replace the letters of dismissals with a final written warning upon return to duty. Employees who have been on strike and who have and will return to duty will receive a final written warning. Employees who feel aggrieved may pursue remedies available to them under the relevant procedures.

APPLICATION OF NO WORK NO PAY

1. Deductions in respect of no work no pay will be made on the following basis
    a. Employees on strike for 4 days or less, deductions will be made as a lump sum.
    b. Employees on strike for more than 4 days, deductions will be staggered over a maximum period of three months.
    c. The formula to determine a day's work will be annual basic salary divided by 365. The actual deduction will be based on working days lost.

2. The deductions referred to in paragraph 1 will apply in respect of employees in essential and non essential services.

J.C.M

DETERMINATION AND DIRECTIVE ON LEAVE OF ABSENCE IN THE PUBLIC SERVICE

DATE ISSUED: AUGUST 2021

MADE BY THE MINISTER FOR THE PUBLIC SERVICE AND ADMINISTRATION

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PART 1: TRANSITIONAL ARRANGEMENTS TO FACILITATE IMPLEMENTATION OF CHANGES TO THE LEAVE DISPENSATION

1. INTRODUCTION

1.1. This Part provides transitional arrangements in respect of those changes effected to the leave system that warrant special attention to facilitate proper/smooth implementation.

1.2. This Part must be read in conjunction with Part 4 of this document.

2. TRANSITIONAL ARRANGEMENTS TO FACILITATE IMPLEMENTATION OF PSCBC RESOLUTION 15 OF 2002

2.1 Annual leave for Non-teaching Staff at Schools/Training Institutions

2.1.1. All non-teaching staff at schools and training institutions is, for purposes of annual leave, now categorized in category 3 of Annexure A to this Determination and Directive. Please refer to Part 4 of this document.

2.1.2. In order to allow a fair opportunity for the necessary planning and scheduling of leave for employees concerned, the Minister for Public Service and Administration made a determination that this provision be effected only with effect from the start of the new leave cycle, i.e. 1 January 2004.

2.1.3. It is thus required that the relevant Departments of Education in collaboration with the heads of these institutions and employees concerned do the necessary planning and scheduling of leave, taking into account the principles of fairness and equity stipulated in this Determination and Directive.

2.2 Unpaid Leave (Leave without Pay)

The changed factors for reducing annual and sick leave in the event of leave without pay/unpaid leave as contemplated in paragraphs 5.3 and 14.10 of Part 4 of this document will with due consideration to good administration be effected with effect from the leave cycle which commenced on 1 January 2004.

3. TRANSITIONAL ARRANGEMENTS TO EFFECT PSCBC RESOLUTION 1 OF 2007

3.1 ANNUAL LEAVE

3.1.1 Registered/Enrolled Nurses and Nursing Assistants

a) Registered/enrolled nurses and nursing assistants are, for purposes of annual leave now categorized in category 4(c) of Annexure A to this Determination and Directive. Please refer to Part 4 of this document. Given the fact that this change was introduced in the middle of the current annual leave cycle and that a number of employees concerned already utilised the pre-revised annual leave entitlement, the following transitional arrangements shall apply in the interest of smooth and fair implementation:

(i) Registered and enrolled nurses and nursing assistants, employed on or before 30 June 2007, may retain their entitlement as per contract.

(ii) Registered and enrolled nurses and nursing assistants employed on or after 1 July 2007, qualify for the annual leave entitlement as indicated in category 4(c) of Annexure A to this Determination and Directive.

3.1.2. **Contract Workers**[1]**:**

A contract worker qualifies with effect from 1 July 2007, for pro rata leave benefits related to his/her term of contract. Please refer to Part 4 of this Determination and Directive. Since these changes were introduced in the middle of the 2007 annual leave cycle and the 2007/09 sick leave cycle the following transitional arrangements shall apply. :

3.1.2.1. **Annual Leave**

(a) A contract worker, who was employed on or before 30 June 2007, shall retain his/her entitlements as per contract.

(b) A contract worker appointed on or after 1 July 2007 qualifies for the pro rata annual leave entitlement as determined in Part 4 of this Determination and Directive.

3.1.2.2. **Sick Leave**

(a) A contract worker, who was employed on or before 30 June 2007, shall retain his/her leave benefits as per contract.

(b) A contract worker appointed on or after 1 July 2007 qualifies for the pro rata sick leave benefits as determined in Part 4 of this Determination and Directive.

3.1.2.3. **Maternity Leave**

(a) A contract worker who was on maternity leave or whose maternity leave commenced on the date of signature of PSCBC Resolution 1 of 2007 shall retain/complete the four months maternity leave.

(b) A contract worker appointed on or after 1 July 2007 qualifies for the pro rata paid maternity leave benefits as stipulated in Part 4 of this Determination and Directive.

[1] Also refer to the Determination on Learners and Interns.

3.1.2.4. **Adoption Leave**

(a) A contract worker who was on adoption leave or whose adoption leave commenced on the date of signature of PSCBC Resolution 1 of 2007 shall retain/complete the 45 working days paid leave.

(b) A contract worker appointed on or after 1 July 2007 qualifies for the pro rata paid adoption leave benefits as stipulated in Part 4 of this Determination and Directive.

PART 2: EXPLANATORY NOTES ON THE IMPLEMENTATION OF THE INTEGRATED FINANCIAL MANAGEMENT SYSTEM (IFMS) IN RELATION TO PROVISIONS CONTAINED IN THIS DETERMINATION AND DIRECTIVE

1. INTRODUCTION TO THE IFMS

1.1. The HR domain of the Integrated Financial Management System (IFMS) project is an integral part of the overall IFMS initiative that is aimed at modernising the South African Government's current transversal IT systems. The transversal systems to be implemented as part of the IFMS will, amongst others, support the following functional areas:

1.1.1. Human Resource Management;

1.1.2. Financial Management;

1.1.3. Supply Chain Management including Procurement Management; and

1.1.4. Business Intelligence.

1.2. The IFMS covers the full life cycle of an employee within the organisation which includes:

1.2.1. the establishment of a viable organisational structure to support the strategic objectives of the department; and

1.2.2. the effective planning and sourcing of human resources and the management of the employment relationship within the organisation which includes among others Leave Management and Health and Safety Issues.

These processes are underpinned by effective administration and reporting.

1.3. In addition, with the introduction of the IFMS, an employee self service system is established which will allow employees and their supervisors to perform a number of on-line human resource (HR) transactions such as applying for leave, viewing and updating your personal details, etc. It is envisaged that HR management activities, including decision-making, will be streamlined and enhanced by making relevant management information readily available. This will improve efficiency by eliminating duplication and reducing protracted and costly manual processes.

2. PARAGRAPH BY PARAGRAPH IMPLEMENTATION AND APPLICATION NOTES

2.1. LEAVE ENTITLEMENTS

2.1.1. The work schedules of each individual employee must be implemented on the IFMS to ensure that the employee receives the correct leave entitlements and that the utilisation thereof is managed according to the correct rules and circumstances. Work schedules would in this instance constitute employees prescribed working hours and where applicable shift rosters. It is critical that departments maintain the work schedules regularly to prevent situations where employees are unduly deprived of leave benefits or granted leave benefits not due to them.

2.2. LEAVE APPLICATIONS (EXCLUDING TEMPORARY INCAPACITY LEAVE)

2.2.1. Employees having access to the Employee Self Service facility on the IFMS must apply electronically for their leave. Supervisors/Managers/Heads of Department and/or their delegates are required to recommend/not recommend and/or approve/not approve these leave applications electronically. Where employees do not have access to the Employee Self Service, they should apply on manual leave application forms which the Minister for the Public Service and Administration will determine from time to time. The latter arrangement will apply in respect of those departments where the IFMS is not implemented.

2.2.2. An employee may be granted annual leave as part of a day or on a pro rata basis as per paragraph 7 of Part 4 of this Determination and Directive. Employees having access to the Employee Self Service facility may apply for leave for part of a day or on a pro rata basis electronically, i.e. annual leave, normal sick leave, family responsibility leave, pre-natal leave, shop stewards leave contemplated in Part 4 of this Determination and Directive. Where employees do not have access to the Employee Self Service facility in departments where the IFMS is implemented, such employees should apply for such leave on the new Z1 (a) leave form for capturing on the IFMS. Departments that are not on the IFMS should continue to keep manual records in instances where the employee utilises leave for part of a day or on a pro rata basis. No formal applications for such annual leave were determined in the past. For purposes of proper administration and management of annual leave utilised for part of a day or on a pro rata basis employees should in future apply for such leave on the new Z1(a) leave form.

PART 3: IMPLEMENTATION NOTES ON THE APPLICATION OF THE DETERMINATION AND DIRECTIVE ON LEAVE OF ABSENCE IN THE PUBLIC SERVICE

1. GENERAL

1.1. Additional definitions were added, i.e. commissioning parent, month, surrogate mother, surrogate motherhood agreement and work day to assist with the interpretation and application of this Determination and Directive.

2. ANNUAL LEAVE

2.1. GENERAL

2.1.1. Additional provisions were included to improve the effective and efficient management of annual leave generally and in particular that of shift workers.

2.2. ANNUAL LEAVE ENTITLEMENT

2.2.1. It has been agreed in PSCBC Res 1 of 2012 that as part of long service recognition at attaining 10 years service an employee's annual leave entitlement increases from 26 to 30 working days in the leave cycle. Annexure A to this Determination and Directive has been amended to this extent.

2.2.2. Employees appointed prior to 1 July 1966 and employees of the former Provincial Administrations and Development Boards (excluding nursing staff) who were taken over by the Public Service in 1986, 1987 and 1989 respectively and who previously qualified for 38 days annual leave in terms of the Special PAS" were entitled to 28 working days annual leave. In the light of the increase of the annual leave entitlement to 30 working days, the paragraph that dealt with the annual leave of employees who were taken over from the former Provincial Administrations and Development Boards and this leave category in Annexure A became superfluous and is thus deleted.

2.2.3. Employees who have completed 10 years service on a date prior to the signing of PSCBC Res 1 of 2012 are also eligible to 30 working days as depicted in Annexure A.

2.2.4. Since the annual leave entitlement is increased in the course of the 2012 annual leave cycle, Departments are urged to review leave schedules with the aim of ensuring that employees utilise their leave entitlement before the end of June 2013 (that is the end of the grace period for the 2012 leave cycle) and to avoid unnecessary claims for leave payouts.

2.3. ANNUAL LEAVE WITH FULL PAY GRANTED IN EXCESS

2.3.1. This Determination and Directive provides that if due to a bona fide error, an employee had been granted annual leave with full pay in excess of that which stood to his/her credit at that time; such over-grant must be deducted from the subsequent leave cycle. In order for such a correction to be effected on PERSAL and IFMS, the Head of Department must have certified that the error was bona

fide in nature. A copy of this letter or submission must be presented with the system change control for the correction of the error.

3. NORMAL SICK LEAVE AND INCAPACITY LEAVE

3.1. Additional provisions are included to improve the effective and efficient management of normal sick leave and incapacity leave generally. To this end your attention is drawn to the-

3.1.1. time frames included for supervisors to dispose of sick and incapacity leave applications;

3.1.2. provisions in respect of the management of shift workers' sick and incapacity leave;

3.1.3. management of sick leave credits on transfer and change in employment status; and

3.1.4. management of incapacity leave applications of deceased employees.

4. ADOPTION LEAVE

4.1. Part 4 of this Determination and Directive provides amongst others that an employee, who adopts a child that is younger than two years, shall qualify for adoption leave to a maximum of 45 working days. For purposes of the interpretation and application of this provision specific attention is drawn to section 228 of the Children's Act, 2005 which stipulates that a child is adopted if the child has been placed in the permanent care of a person in terms of a court order that has the effects contemplated in section 242. Section 242 of the Children's' Act, 2005 stipulates amongst others that -

4.1.1. An adoption order, amongst others, confers-

(a) full parental responsibilities and rights in respect of the adopted child upon the adoptive parent; and

(b) the surname of the adoptive parent on the adopted child, except when otherwise provided in the order.

4.1.2. An adopted child must for all purposes be regarded as the child of the adoptive parent and an adoptive parent must for all purposes be regarded as the parent of the adopted child.

4.2. Therefore, an eligible employee should provide the Department with a certified copy of the adoption order to access the adoption leave benefits.

5. SURROGACY LEAVE

5.1. Part 4 of this Determination and Directive provides amongst others that an employee, who is a commissioning parent in terms of a surrogate motherhood agreement confirmed by the High Court as contemplated in the Children's Act, 2005, is entitled to four consecutive months paid leave commencing from the date of the birth of the child. For purposes of the interpretation and application of this provision specific attention is drawn to section 292 of

the Children's Act, 2005 which stipulates that any child born of a surrogate mother in accordance with the agreement is for all purposes the child of the commissioning parent or parents from the moment of the birth of the child concerned that has the effects contemplated in section 297.

5.2. Section 297 of the Children's' Act, 2005 stipulates amongst others that the effect of a valid surrogate motherhood agreement is that-

5.2.1. any child born of a surrogate mother in accordance with the agreement is for all purposes the child of the commissioning parent or parents from the moment of the birth of the child concerned;

5.2.2. the surrogate mother is obliged to hand the child over to the commissioning parent or parents as soon as is reasonably possible after the birth;

5.2.3. the surrogate mother or her husband, partner or relatives has no rights of parenthood or care of the child;

5.2.4. the surrogate mother or her husband, partner or relatives have no right of contact with the child unless provided for in the agreement between the parties;

5.2.5. subject to sections 292 and 293, the surrogate motherhood agreement may not be terminated after the artificial fertilisation of the surrogate mother has taken place; and

5.2.6. the child will have no claim for maintenance or of succession against the surrogate mother, her husband or partner or any of their relatives.

5.3. In terms of section 292 (1) of the Children's Act, 2005 no surrogate motherhood agreement is valid unless –

5.3.1. The agreement is in writing and is signed by all the parties thereto;

5.3.2. The agreement is entered into in the Republic;

5.3.3. At least one of the commissioning parents, or where the commissioning parent is a single person, that person, is at the time of entering into the agreement domiciled in the Republic;

5.3.4. The surrogate mother and her husband or partner, if any, are at the time of entering into the agreement domiciled in the Republic; and

5.3.5. The agreement is confirmed by the High Court within whose area of jurisdiction the commissioning parent or parents are domiciled or habitually resident.

5.4. Any surrogate motherhood agreement that does not comply with the provisions of this Act is invalid and any child born as a result of any action taken in execution of such an arrangement is for all purposes deemed to be the child of the woman that gave birth to that child.

5.5. Therefore, an eligible employee should provide the Department with a certified copy of the surrogate motherhood agreement confirmed by the High Court to access the surrogate leave benefits.

6. LEAVE FOR OFFICE BEARERS OR SHOP STEWARDS OF RECOGNISED EMPLOYEE ORGANISATIONS

6.1. With effect from 1 January 2013 the provisions in paragraph 25.1 of Part 4 of this Determination and Directive will cease to exist. Henceforth office bearers and shop stewards of recognised employee organisations shall receive 15 working days paid leave per annum for activities related to his/her union position.

6.2. The 15 working days shall be pooled per recognised trade union. Office bearers or shop stewards belonging to the same recognised trade union may apply for leave days from the pool.

6.3. In other words if there are 10 shop stewards in the Department of which 4 belong for example to the PSA and 6 to NEHAWU-

6.3.1. The 15 working days of each of the 4 shop stewards belonging to the PSA will be pooled into a pool of 60 working days (4 x15); and

6.3.2. The 15 working days of each of the 6 shop stewards belonging to NEHAWU will be pooled into a pool of 90 working days (6x15).

6.4. With effect from 8 June 2018, if a shop steward of a recognised employee organisation has to perform union activities while on annual leave with full pay, such annual leave shall be converted to shop steward leave, provided that a formal request with supporting documentatary evidence are submitted substantiating that he/she had to perform union activities.

PART 4: DETERMINATION AND DIRECTIVE ON LEAVE OF ABSENCE IN THE PUBLIC SERVICE

1. SCOPE

1.1. Except for explicit exclusions by the Basic Conditions of Employment Act, 1997, this Determination and Directive is applicable to all those that are employed either on full-time, part-time, permanent or temporary basis in terms of the Public Service Act and fall within the scope of the PSCBC.

1.2. This Determination and Directive gives effect to clause 7 of PSCBC Resolution 7 of 2000, as amended by PSCBC Resolutions 5 of 2001, 15 of 2002; 1 of 2007, 1 of 2012 and 2 of 2015.

2. AUTHORISATION

This Determination and Directive is made by the Minister for the Public Service and Administration in terms of the provisions of section 3(5) (a) and 5 (6) (b) of the Public Service Act, 1994 as amended.

3. PURPOSE

3.1. The purpose of this Determination and Directive is to give effect to, elucidate or supplement relevant collective agreements on--

3.1.1. the types of leave and circumstances under which the employer may consider authorizing an employee's absence from work; and

3.1.2. an employee's leave entitlement and conditions that the employee must adhere to access the said entitlement.

4. DEFINITIONS

4.1. "Annual leave cycle" or "Calendar year" means from 1 January to 31 December of each year;

4.2. "Calendar month(s)" means a calendar month as defined in section 1 of the Public Service Act, 1994.

4.3. "Casual worker' means a person employed on a day-to-day basis who is paid a daily wage and who does not work more than 24 hours a month.

4.4. "Commissioning parent" means a person who enters into a surrogate motherhood agreement with a surrogate mother.

4.5. "Contract worker" means a person employed on a temporary basis[2].

[2] Refer also to clause 11 of PSCBC Res 1 of 2007

4.6. "Head of Department" means the Head of Department or his/her delegated authority or his/her designated office responsible for leave related matters and/or investigations.

4.7. "Month" means a month as defined in section 1 of the Public Service Act, 1994.

4.8. "Remuneration" means-

4.8.1. in respect of employees on level 1 to 10 or equivalent Occupational Specific Dispensation levels: –

4.8.1.1. for purposes of calculating pay for unused annual leave and severance pay, remuneration means the employee's annual basic salary PLUS 37% of his/her annual basic salary; and

4.8.1.2. for purposes of calculating capped leave and unpaid leave, remuneration means the employee's annual basic salary.

4.8.2. in respect of a member of the Middle Management Service (MMS or equivalent Occupational Specific Dispensation levels):

4.8.2.1. for purposes of calculating pay for unused annual leave, unpaid leave and severance pay, remuneration means the employee's all inclusive remuneration package; and

4.8.2.2. for purposes of calculating capped leave, remuneration means the employee's annual basic salary.

4.9. "Surrogate mother" means an adult woman who enters into a surrogate motherhood agreement with the commissioning parent.

4.10. "Surrogate motherhood agreement" means a valid agreement in terms of section 292 of the Children's Act between a surrogate mother and a commissioning parent in which it is agreed that the surrogate mother will be artificially fertilised for the purpose of bearing a child for the commissioning parent and in which the surrogate mother undertakes to hand over such a child to the commissioning parent upon its birth, or within a reasonable time thereafter, with the intention that the child concerned becomes the legitimate child of the commissioning parent.

4.11. "Work day" equates to the employee's number of daily official working hours.

5. ANNUAL LEAVE

5.1. Employees are entitled to annual leave with full pay during each leave cycle of 12 months, commencing on 1 January of each year, in terms of Annexure A[3], except if appointed after 1 January of each year. The annual leave entitlement of an employee appointed after 1 January of each year shall be calculated proportionally in relation to each full month of service at a rate of 1, 83 working days if entitled to 22 working days and 2, 5 working days if entitled to 30 working days annual leave in a leave cycle.[4]

[3] Refer to Part 2 for the explanatory note on the application of this provision in relation to the IFMS and Part 3 for implementation notes.
[4] Circular E/1/2/2/P dated 18 April 2001.

5.2. Annual leave should be planned and scheduled at least at the start of a leave cycle, i.e. January of each year.

5.3. For each 15 consecutive calendar days leave taken without pay, the employees' annual leave entitlement shall be reduced by 1/24th.

5.4. For the purpose of granting annual leave, working days shall mean Monday to Friday except for a shift worker for whom a working day means the day(s) she/he is scheduled for a shift in terms of their shift roster inclusive of Public Holidays, Saturdays and Sundays.

5.5. At least 10 working days must be taken as leave days during the annual leave cycle. The utilisation of this leave must take the service delivery requirements of a department into account. NOTE: Annual leave should, as far as possible, be taken as consecutive working days.

5.6. The remaining leave days, if any, must be taken no later than 6 months after the expiry of the relevant leave cycle, where after unused leave credits shall be forfeited.

5.7. An employee must submit his/her application for annual leave in advance, unless unforeseen circumstances prevent him/her from doing so.[5]

5.8. If confronted with unforeseen circumstances which necessitate the utilization of annual leave, the employee must personally notify his/her supervisor/manager immediately. A verbal message to the supervisor/manager by a relative, fellow employee or friend is only acceptable if the nature and/or extent of the unforeseen circumstances prevents the employee from informing the supervisor/manager personally.

5.9. An employee must submit an application for annual leave personally or through a relative, fellow employee within 5 working days after the first day of absence. If the employee fails to submit the application on time or compelling reasons why an application cannot be submitted, the supervisor/manager must immediately-

5.9.1. notify the employee that if such application is not received within 2 working days, the leave period will be regarded as unpaid leave; and

5.9.2. inform the Human Resource division, should the employee default on the notification referred to in par 5.9.1, above,

and the relevant authority shall approve such absence as unpaid leave. The employee's supervisor/manager/ Head of Department and/or his/her delegate must within two working days from receipt of the leave application form recommend/not recommend and/or approve/disapprove this leave application and submit to the relevant Human Resource division in the department.

5.10. Failure by the employee to submit his/her application form within the stated periods, or failure by the supervisor/manager to properly manage it, must be viewed in a serious light and disciplinary steps against the employee and/or supervisor/manager should be taken.

5.11. Employees must be cautioned timeously if, at the end of the relevant leave cycle, they have not utilised their leave entitlements.

[5] Refer to Part 2 for the explanatory note on the application of this provision in relation to the IFMS

5.12. An employee's application for annual leave should not be unreasonably refused. An application for annual leave should take the service delivery requirements of a department into account.

5.13. Any refusal of annual leave must be confirmed in writing, stating the reasons and arrangements for rescheduling of the annual leave.

5.14. If, due to the employer's service delivery requirements, an employee's application for leave is denied and not rescheduled, such leave must, upon request, be paid out to the employee at the end of the 6 months' period referred to in 5.6 above. Employee requests for payment of unused leave credits must be:

5.14.1. in writing; and

5.14.2. accompanied by written proof of refusal of leave by the Head of Department.

5.15. With effect from 31 January 2018 employees, suspended as a precautionary measure while investigations into allegations of misconduct are being completed **or** employees who have been suspended as a sanction as a result of misconduct within the 6 months (paragraph 5.6 above refers) after the expiry of the relevant leave cycle and who could not utilise their unused annual leave credits, must upon request, be paid out such annual leave credits at the end of the 6 months' period referred to in 5.6 above. Employee requests for payment of unused leave credits must be-

5.15.1. in writing; and

5.15.2. accompanied by written proof of suspension.

5.16. Heads of Department shall, at the end of the relevant 18 months' period, report to the relevant legislature on the number of employees denied annual leave, reasons for such denial and the amount paid in this regard.

5.17. The 50% leave entitlement, or any portion thereof, which was due to employees for the period 1 July 2000 to 31 December 2000, and which could not be utilised before 30 June 2001, shall be added to the number of leave days accrued prior to 1 July 2000. This provision is a once off arrangement only in respect of those cases where no leave payouts have been effected.

6. LEAVE FOR NON-TEACHING STAFF AT SCHOOLS AND TRAINING INSTITUTIONS (Employed in the various Departments of Education)

6.1. All non-teaching staff at schools and training institutions is, for purposes of annual leave, accommodated in category 3 of Annexure A.

6.2. Non-teaching staff at schools and training institutions must take at least 22 of the 27 or 30 working days annual leave, whichever is applicable, during the period for which a school/training institution closes for the holidays. The remaining 5 or 8 days, whichever is applicable, may be taken when the institution is in operation.

6.3. The annual leave entitlement should, in these circumstances, be regarded as the minimum. Therefore, if an employee is not required at the institution during the period(s)

when the institution closes for holidays, an employee may utilise his/her annual leave entitlement and/or paid time off granted by the employer.

6.4. The head of the institution should ensure that his/her decisions are based upon the principles of fairness and equality in determining the leave roster for the employees concerned.

6.5. With due regard to the principles of fairness and equality-

6.5.1. Annual leave and holidays constituting time off should be planned and scheduled for at least at the beginning of a leave cycle, i.e. January of each year.

6.5.2. Considering that most schools/training institutions do their strategic planning and year programmes for the subsequent year usually towards the end of the previous leave cycle. The planning and scheduling of annual leave and holidays constituting time off can also commence at that stage.

6.5.3. Planning and scheduling should take place in collaboration with the head of the institution and the employees concerned.

6.5.4. As for periods of time off during institution holidays the following could be taken into account-

6.5.4.1. For the concept of 'if an employee is not required at the institution during the period(s)' refer to paragraph 6.3. If an employee is not required during the institution holidays, the institution may not require from that employee to report for duty, except in extenuating circumstances which have a direct bearing on operational/ service delivery requirements of that institution.

6.5.4.2. Attention needs to be given to activities or services that need to take place or be delivered during the period when the school/institution closes for holidays.

6.5.4.3. It could be considered to schedule and present formal training for all non-teaching members of staff during some of these periods.

6.5.4.4. A roster of time off should be developed to give each member of staff a fair opportunity to time off, in the event where activities are to take place or services have to be rendered.

6.5.4.5. Tasks should as far as possible be rotated between non-teaching members of staff and retain where possible only a minimum service delivery staff complement if their services are required during the period when the school/institution closes for holidays.

6.5.4.6. Heads of institutions should ensure that duties and responsibilities assigned to the employees concerned (during these holidays) may only relate to their normal assigned duties and responsibilities as contemplated in their job descriptions, **unless arranged by mutual consent**.

6.5.4.7. It is important to make sure that non-teaching staff is retained on duty during institution holidays, only for valid official duty.

6.5.5. For purposes of paragraphs 6.1 to 6.4 above, the employer shall ensure in the case of an institution presenting **a combination of courses e.g. semester and trimester courses**, that the annual leave and periods of time off of non-teaching staff rendering a support service to the academic staff, will be aligned with the dispensation applicable to the said academic staff.

7. THE GRANTING OF ANNUAL LEAVE ON A PRO RATA BASIS

7.1. Employees who are appointed after the commencement of an annual leave cycle shall be entitled to annual vacation leave on a pro rata basis determined as a fraction of the entitlement as per Annexure A.

7.2. For purposes of utilising leave entitlements, fractions or decimals must be utilised as they are. In other words fractions or decimals must not be rounded off.

7.3. Departments must keep manual records of the utilisation of annual leave taken for part of a day. After reaching the prescribed daily number of working hours, the employee must complete and submit a leave form.[6]

7.4. For purposes of converting fractions/decimals of leave entitlements into working hours the following formula(s) should apply:

Converting fractions into hours:

A x B = C

Where-

A = represents the number or working hours in a day

B = represents the fraction

C = represents the credit in hours

For example: Employee with 7, 45 leave credits on an 8 hour working day:

8 x 0.45 = 3.6 hours

Converting fractions into minutes:

60 x B = C

Where-

60 = represents the minutes in an hour

B = represents the fraction

C = total credit in minutes

For example: Employee with 3.6 hours leave credit (see example above)

60 min x 0.60 = 36 minutes

In other words the employee with 7.45 days' leave credits has 7 days, 3 hours and 36 minutes leave

[6] Refer to Part 2 for an explanatory note on the application of this provision in relation to the IFMS

7.5. For purposes of leave payouts, fractions or decimals must be used as they are in the formula provided for in paragraphs 9.4 and 10.4 of this Determination and Directive.

7.6. Unused fractions and decimals lapse at the end of the six months period referred to in paragraph 5.6 above.

7.7. If an employee's annual leave entitlements changes, e.g. from 22 to 30 working days per annum after ten years satisfactory service, the unused fractions or decimals must also be carried over to the new leave category and be administered manually.

8. MANAGEMENT OF ANNUAL LEAVE FOR SHIFT WORKERS

8.1. The provisions contained in the paragraphs above apply mutatis mutandis to shift workers, suffice to indicate that specific provisions are required to enable departments employing shift workers to manage their annual leave more efficiently and effectively given their peculiar working hour arrangements.

8.2. Annual leave should be planned and scheduled, as far as possible, at the beginning of a leave cycle, i.e. January of each year in conjunction with the shift roster.[7]

8.3. As in the case of other employees, utilising annual leave counts towards the completion of an employee's prescribed work week.

8.4. If an employee takes unplanned annual leave for a day(s) he/she was scheduled for a shift-

8.4.1. the employee's annual leave is counted according to the work days the employee is scheduled for shifts;

8.4.2. he/she does not forfeit the off duty periods (conversely referred to as off days) that results from the design of the shift roster.

8.5. If the employee applies for annual leave in advance in accordance with the leave schedule such leave must be taken into account in the scheduling of shifts. The employee must not be scheduled for (a) shift(s) for the duration of the period of annual leave in which case the granting of annual leave will be counted as working days which shall mean Monday to Friday.

9. ANNUAL LEAVE AND PAYOUTS

9.1. Employees shall be paid a cash value in respect of unused leave credit upon termination of service and in terms of paragraph 5.14 and 5.15 above. The payment will be limited to a maximum number of days, equivalent to the annual leave entitlements in Annexure A.

9.2. The leave cycle remains unchanged, therefore, requests and motivations for leave payments in respect of leave credits mentioned in 5.14 and 5.15 above shall be lodged by no later than 31 July in respect of each year. If an employee failed to apply for the payment of such unused leave credits at the aforementioned due date such unused leave credits shall be forfeited.

[7] Refer to Part 2 for the explanatory note on the application of this provision in relation to the IFMS

9.3. Payment of annual leave credits shall be calculated using the employee's remuneration.

9.4. For all terminations in respect of personnel without any capped leave, leave pay-outs shall be computed in terms of the following formula:

$$\frac{\{(A - B) + (C - D)\} \times E}{260.714}$$

Where-

A = represents the full annual or pro rata leave entitlement in the previous leave cycle. Pro rata entitlement calculated as

$$\frac{X \times Y}{12}$$

Where –

X = number of completed months of service; and

Y = annual leave entitlement per leave cycle as per Annexure A.

B = represents the leave taken in the previous leave cycle.

C = represents the pro rata leave entitlement in the current leave cycle (Calculated according to the formula in A above).

D = represents the leave taken in the current leave cycle.

E = represents the employee's remuneration (levels 1 to 10: annual basic salary plus 37% and MMS, the all inclusive package) at the last day of duty or at the end of the 6 months period mentioned in 5.6 above.

9.5. For personnel who still have unused leave credits at the expiry of the 6 months period mentioned in 5.6 above and who complied with the provisions of paragraph 5.14 and 5.15 above, leave pay-outs shall be computed in terms of the following formula:

$$\frac{(A - B) \times C}{260.714}$$

Where-

A = represents the full annual or pro rata leave entitlement in the previous leave cycle. Pro rata entitlement calculated as

$$\frac{X \times Y}{12}$$

Where –

X = number of completed months of service; and

Y = annual leave entitlement per leave cycle as per Annexure A

B = represents the leave taken in the previous leave cycle

C = represents the employee's remuneration (levels 1 to 10: annual basic salary plus 37% and the MMS the all inclusive package) at the last day of duty or at the end of the 6 months period mentioned in 5.6 above.

NOTE: For computed EXAMPLES, please refer to Annexure B

9.6. Employees who have been on suspension-

9.6.1. On or after 31 July 2016 and who has unused annual leave credits which s/he could not use as a result of the suspension in respect of the previous leave and/or expired previous leave cycles may make a written request for a leave payout in respect of such unused annual leave credits; and/or

9.6.2. Subsequently, dismissed shall also receive a leave payout for the unused annual leave credits in respect of the previous leave and/or expired previous leave cycles which s/he could not use as a result of the suspension.

9.6.3. Effective from 31 January 2018.

10. ANNUAL LEAVE ACCRUED PRIOR TO 1 JULY 2000

10.1. Employees shall retain all audited leave credits accrued prior to 1 July 2000.

10.2. The number of accrued leave days prior to 1 July 2000 shall be converted to working days using the following formula:

$$\frac{A \times 5}{7}$$

Where -

A = represents the number of audited leave credits

10.3. The payouts in respect of such leave credits shall be made in the event of:

10.3.1. Death;

10.3.2. Retirement; or

10.3.3. Medical boarding.

10.4. The leave payout in respect of personnel with capped and audited leave credits shall be determined in the following manner:

$$\frac{\{[(A-B) + (C-D)] \times E + (F \times G)\}}{260.714}$$

Where:

A = represents the full annual or pro-rata leave entitlement in the previous leave cycle.

B = represents the leave taken in the previous leave cycle.

C = represents the pro rata leave entitlement in the current leave cycle.

D = represents the leave taken in the current leave cycle.

E = represents the employee's remuneration (levels 1-10 annual basic salary plus 37% and MMS the all inclusive remuneration package) as at the last day of duty.

F = represents the capped leave.

G = represents the employee's remuneration (levels 1-10 and MMS the annual basic salary only) as at the last day of duty.

NOTE: For computed EXAMPLES, please refer to Annexure B.

10.5. The Head of Department shall determine whether there are periods, which are unaudited, and in such instances, the employee's leave payout shall be paid on the basis of 6 days per completed year of service up to a maximum of 100 days in respect of the unaudited leave period. The formula in calculating the payout in respect of these days shall be as per paragraph 10.4 above.

10.6. The Head of Department shall determine procedures and measures in keeping with service delivery needs, on how employees will be allowed to utilise their leave credits accrued prior to 1 July 2000 over and above the normal annual leave entitlements as per Annexure A.

11. NOMINATION OF BENEFICIARIES AND LEAVE PAYOUTS

11.1. Employees may, if they so desire, designate one or more beneficiaries to whom their leave payout may be paid in the event of their death. Departments should actively promote the nomination of beneficiaries in order to avoid any hardship of such beneficiaries.

11.2. If an employee dies and has not nominated a beneficiary, the leave payout may be paid:

11.2.1. In full to the spouse/life partner of that employee; or

11.2.2. If there is no spouse/life partner, in equal shares for the benefit of minor and other children (including legally adopted children) of the deceased who, at the time of his/her death, were fully dependent on the employee; or

11.2.3. If there are no children, to the employee's estate.

12. ANNUAL LEAVE WITH FULL PAY GRANTED IN EXCESS

12.1. An employee may not be granted annual leave with full pay in excess of that which the employee is entitled to in terms of Annexure A plus capped leave in respect of persons who were in service prior to 1 July 2000.

12.2. If due to a bona fide error, an employee had been granted annual leave with full pay in excess of that which stood to his/her credit at that time, such over-grant must be deducted from the subsequent leave cycle.[8]

12.3. If an employee who has been over-granted annual leave with full pay exits the Public Service, that portion of the over-grant, which exceeded his/her normal annual, leave credit on his/her last day of duty must be regarded as an overpayment that must be recovered from him or her. The latter overpayment should be determined according to the following formula:

$$\frac{A \times B}{260{,}714}$$

Where-

A = represents the employee's remuneration (Levels 1-10: annual basic salary plus 37% and MMS the, all-inclusive package)

B = represents the number of days annual leave over-granted

260.714 = represents the number of working days in a year

NOTE: For a computed example, please refer to Annexure B

12.4. If an employee exits the Public Service during an annual leave cycle after utilising all his/her annual leave for the leave cycle, the provisions of 12.3 above shall apply.

13. ANNUAL LEAVE: GENERAL PROVISIONS

13.1. An employee retains all his/her annual leave credits, when he/she is transferred within or between departments, due to him/her at that point in time. The employee retains likewise the leave category as reflected in Annexure A. The utilisation of these leave credits are subject to the provisions of this Determination and Directive.

13.2. If an employee transfers to an occupational class to which a different leave category applies, he/she adopts the new leave category for that occupational class. The employee will retain the leave credits due to him/her of the old occupational class. The utilisation of these leave credits is subject to the provisions of this Determination and Directive.

13.3. The provisions in paragraphs 13.1 and 13.2 apply mutatis mutandis in the case of employees who are appointed on contract and who secures a permanent appointment in the Public Service and vice versa.

13.4. In the event where an employee qualifies after completion of ten years of service after the first day of the month for the higher leave category in Annexure A, the higher pro rata portion of the new leave category should be calculated from the first day of the next month. The same principle also applies to employees referred to in paragraph 13.2 if they qualify after the first day of the month for the new category of leave.

[8] Refer to Part 3 for implementation notes.

14. NORMAL SICK LEAVE[9]

14.1. An employee is entitled to 36 working days sick leave with full pay over a three-year cycle. Any unused sick leave credits shall lapse at the expiry of the three-year cycle.

14.2. It is incumbent on the employee to utilise and manage his/her normal sick leave responsibly and with circumspect.

14.3. An employee must submit his/her application for sick leave in respect of clinical procedures in advance, unless the treating practitioner certifies that such procedures have to be conducted as an emergency.

14.4. If overcome by a sudden illness or injury, the employee must personally notify his/her supervisor/manager immediately. A verbal message to the supervisor/manager by a relative, fellow employee or friend is only acceptable if the nature and/or extent of the illness/injury prevents the employee to inform the supervisor/manager personally.

14.5. An employee must submit an application for sick leave personally or through a relative, fellow employee within 5 working days after the first day of absence. The employee's supervisor/manager/ Head of Department and/or his/her delegate/must within two working days from receipt of the leave application form recommend/not recommend and/or approve/disapprove the application and submit to the relevant Human Resource division in the department.

14.6. If the employee fails to submit an application within the period indicated in paragraph 14.5, above, the following arrangements apply:

14.6.1. The employee's manager/supervisor must immediately notify the employee that if such application is not received within 2 working days, the leave period will be regarded as unpaid leave or annual leave. If the employee fails to submit the application on time or compelling reasons why an application cannot be submitted, the supervisor/manager must immediately inform the Human Resource division and the relevant authority shall approve such absence as unpaid leave or annual leave if the employee consents. The employee's supervisor/manager/ Head of Departments and/or his/her delegate must within two working days from receipt of the leave application form recommend/not recommend and/or approve/disapprove this leave application and submit to the relevant Human Resource division in the department.

14.6.2. Failure by the employee to submit his/her application form within the stated periods, or failure by the supervisor/manager to properly manage it, must be viewed in a serious light and disciplinary steps against the employee and/or supervisor/manager should be taken.

14.7. An employee must submit a medical certificate in respect of his/her sick absence for every occasion of 3 or more sick leave days, issued and signed by a practitioner or person listed in paragraph 17.1 hereunder.

[9] Refer to Part 3 for implementation notes.

14.8. If -

14.8.1. the employer establishes a pattern/trend in the employee's utilisation of normal sick leave, the employer must require the employee to submit a medical certificate from a practitioner or person listed in paragraph 17.1 hereunder, for periods of sick absences of less than 3 days; and

14.8.2. an employee during his/her normal sick leave period, **who has been absent from work on more than two occasions during an eight-week period,** must regardless of the duration of the sickness or injury, submit a medical certificate stating that the employee was unable to work for the duration of the employee's absence on account of sickness or injury. The 8-week period shall be a calendar period and commences on the first day of an employee's absence due to sickness or injury. Any subsequent day of absence due to sickness or injury after the above-mentioned period must then be regarded as the first day of the next 8-week period. If the employee fails to submit the required medical certificate, the Head of Department must notify the employee that if the prescribed medical certificate is not received within 2 working days, the sick leave period will be regarded as unpaid leave or annual leave. If the employee fails to submit the medical certificate on time, the relevant absence must be covered by annual leave (with the employee's consent) and/or unpaid leave if insufficient annual leave credits are available or if the employee failed to notify the Head of Department of his/her choice. Failure by the employee to submit his/her medical certificate within the stated period must be viewed in a serious light and disciplinary steps against the employee should be taken.

14.8.3. Sick leave may also be granted in respect of periods where an employee must be quarantined or isolated for at least 10 consecutive days.

14.9. If an employee falls ill while on annual leave with full pay, such leave may be converted to sick leave provided that a certificate from a registered medical practitioner or person listed in paragraph 17.1 hereunder is submitted to substantiate that he/she is ill.

14.10. For every 15 consecutive calendar days leave taken without pay, an employee's sick leave entitlement must be reduced by 1/72nd per sick leave cycle.

15. TEMPORARY INCAPACITY LEAVE

15.1. Incapacity leave is not an unlimited number of additional sick leave days at an employee's disposal. Incapacity leave is additional sick leave granted conditionally at the employer's discretion, read with the *Policy and Procedure on Incapacity Leave for Ill-health Retirement* determined by the Minister for Public Service and Administration in terms of the Public Service Act, 1994, (hereafter referred to as PILIR).

15.2. An employee who has exhausted his/her normal sick leave, referred to in paragraph 14 above, during the prescribed sick leave cycle and who according to the treating medical practitioner requires to be absent from work due to a temporary incapacity, may apply for temporary incapacity leave with full pay on the applicable application form prescribed in terms of PILIR in respect of each occasion.

15.3. For an employee's application for temporary incapacity leave to be considered, the-

15.3.1. employee must submit sufficient proof that she/he is too ill or injured to perform his/her work satisfactorily;

15.3.2. application form must, regardless the period of absence, be accompanied by a medical certificate issued and signed by a medical practitioner that certifies his/her condition as temporary incapacity and if the employee has consented, the nature and extent of the illness or injury. Please also refer to paragraph 17 in respect of the acceptance of medical certificates;

15.3.3. employee is in accordance with item 10(1) of Schedule 8 to the Labour Relations Act, 1995, afforded the opportunity to submit together with his/her application form-

a) any medical evidence related to the medical condition of the employee, such as (a) medical report(s) from a specialist, blood tests results, x-ray results or scan results, obtained at the employee's expense; and

b) any additional written motivation supporting his/her application; and

15.3.4. employee is requested to give his/her consent that medical information/records be disclosed to the employer and/or its Health Risk Manager[10] and to undergo further medical examinations in terms of the assessment process described in PILIR.

15.4. An employee must submit his/her application for temporary incapacity leave in respect of clinical procedures in advance, unless the treating medical practitioner certifies that such procedures have to be conducted as an emergency.

15.5. If overcome by a sudden illness or injury, the employee must personally notify his/her supervisor/manager **immediately**. A verbal message to the supervisor/manager by a relative, fellow employee or friend is only acceptable if the nature and/or extent of the illness or injury prevents the employee to inform the supervisor/manager personally.

15.6. An employee must submit an application for temporary incapacity leave personally or through a relative, fellow employee or friend within 5 working days after the first day of absence. The employee's supervisor or delegate must within two working days from receipt of the leave application form recommend/ not recommend the application and submit to the relevant Human Resource division in the department.

15.7. If the employee fails to submit an application within the period indicated in paragraph 15.6, the following arrangements apply:

15.7.1. The employee's manager/supervisor must immediately notify the employee that if such application is not received within 2 working days, the sick leave period will be regarded as unpaid leave or annual leave. If the employee fails to submit the application on time or compelling reasons why an application cannot be submitted, the supervisor/manager must immediately inform the Human Resource division and the relevant authority shall approve such absence as unpaid leave or annual leave if the employee consents. The employee's supervisor/manager/ Head of

[10] The Health Risk Manager is a company of multi-disciplinary medical experts, specializing in occupational medicine, which will be appointed by the **dpsa** and National Treasury. The Health Risk Manager will assess and advice the HOD in respect of an employee's application for *inter alia* incapacity leave.

Department and/or his/her delegate must within two working days from receipt of the leave application form recommend/not recommend and/or approve disapprove this leave application and submit to the relevant Human Resource division in the department.

15.7.2. Failure by the employee to provide his/her application form within the stated periods, or failure by the supervisor/manager to properly manage it, must be viewed in a serious light and disciplinary steps should be taken.

15.8. The Head of Department, must within 5 working days from the receipt of the employee's application for temporary incapacity leave-

15.8.1. **conditionally** grant a maximum of 30 consecutive working days temporary incapacity leave with full pay subject to the outcome of his/her investigation into the nature and extent of the employee's illness/injury; and

15.8.2. refer the application with all the supporting evidence **immediately** to its Health Risk Manager in accordance with the PILIR for an assessment and advice-

(a) on whether the employee's illness or injury justifies the granting of incapacity leave *; and*

(b) which steps, if any, in accordance with the procedures contained in item 10(1) of Schedule 8 to the Labour Relations Act, 1995, read with clause 7.5.1 of PSCBC Resolution 7 of 2000, as amended by PSCBC Resolutions 5 of 2001 and 15 of 2002, are necessary;

15.9. The Head of Department may request the employee, if s/he has consented thereto in his/her application form, as part of the process contemplated in sub-paragraph 15.8.2, above, to subject him/herself for one or more medical examinations by medical practitioners of the employer's choice and for the employer's account. If the employee fails to honour the appointments for such medical examinations, the employee shall be held responsible for any fruitless expenses incurred.

15.10. The Head of Department must within 30 working days after receipt of both the application form and medical certificate referred to in paragraph 15.3.2, approve or refuse the temporary incapacity leave granted conditionally. In making a decision, the Head of Department must apply his/her mind to the medical certificate (with or without describing the nature and extent of the illness or injury) contemplated in paragraph 15.3.2, medical information/records contemplated in paragraph 15.3.4 (if the employee consented to disclosure), the Health Risk Manager's advice, the information supplied by the employee in terms of paragraph 15.3.3 (if any) and all other relevant information available to the Head of Department and based thereon approve or refuse the temporary incapacity leave granted conditionally, on conditions that the Head of Department may determine, e.g. to return to work, etc.

15.11. The Head of Department may on the basis of medical evidence gathered during its investigation approve the granting of additional incapacity leave days on conditions that he or she shall determine. The Head of Department may for this purpose grant conditionally further temporary incapacity leave.

15.12. The Head of Department, if applicable and as soon as possible, must after the receipt of the Health Risk Manager's advice, decide on the possibility of securing alternative employment for the employee, or adapting his/her duties or work circumstances to accommodate his/her incapacity or alternative employment and, as soon as possible, approve and implement an action plan for this purpose.

15.13. If the Head of Department-

15.13.1. approves the temporary incapacity leave granted conditionally, such leave must be converted into temporary incapacity leave; or

15.13.2. refuses the temporary incapacity leave granted conditionally, s/he must notify the employee in writing-

(a) of the refusal;

(b) of the reasons for the refusal;

(c) that s/he must notify the Head of Department in writing within 5 working days of the date of the notice to him/her, whether or not the period of conditional incapacity leave must be covered by annual leave (to the extent of the available annual leave credits) or unpaid leave and that, if s/he fails to notify the Head of Department of his/her choice, the period will be covered by unpaid leave; and

(d) the employee may, if he/she is not satisfied with the Head of Department's decision, lodge a grievance in terms of section 35 of the Public Service Act.

15.14. The Head of Department must cover the period of absence, referred to in paragraph 15.13.2 (c) in accordance with the employee's written notification or, if the employee fails to notify that the Head of Department in terms of that paragraph or the annual leave credits are insufficient, the relevant period of absence must be covered by unpaid leave.

15.15. In instances where incapacity leave is declined which originated in the previous leave cycle, an employee has the option to have the period covered by unpaid leave or to request that annual leave of the current leave cycle be utilised to offset the declined incapacity leave.

15.16. As regards the management of shift workers pertaining to normal sick leave and temporary incapacity leave the provisions contained in paragraph 8, above, apply *mutatis mutandis*.

15.17. If an employee passes away after submitting an application for temporary incapacity leave a decision on such application must be made where the information provided is sufficient. However, where a decision cannot be made due to a lack of information the Head of Department or his/her delegate must approve such application for temporary incapacity leave and close the application. Any decision must take into account the recommendation from the Health Risk Manager.

16. PERMANENT INCAPACITY LEAVE

16.1. An employee shall not directly access or apply for permanent incapacity leave. The Head of Department may grant an employee up to a maximum of 30 working days' permanent incapacity leave once she/he has, following the assessment and investigations contemplated in par. 15.8.2, determined that the employee's condition is of a permanent nature.

16.2. The Head of Department must during the period referred to in paragraph 16.1 and in accordance with the advice from its Health Risk Manager ascertain the feasibility of and implement its plan of action contemplated in paragraph 15.12., above, in respect of-

16.2.1. alternative employment; or

16.2.2. adapting duties or work circumstances to accommodate the employee.

16.3. An employee, whose degree of incapacity has been certified as permanent but who can still render a service, may be transferred to an alternate appropriate vacant post without a reduction in benefits.

16.4. In instances where the employee's transfer entails retraining or retooling, the employer must take requisite resources (time and financial) and potential returns into consideration before approving transfer.

16.5. The transfer of an employee should ensure the optimal utilisation of his/her competencies and must not compromise service delivery.

16.6. If both the Head of Department and employee are convinced that the employee will never be able to render an effective service, the employee/employer may proceed with the process of termination of service on account of continued ill-health in terms of section 17(2)(a) of the Public Service Act, as amended.

16.7. The Head of Department may extend the period of permanent incapacity leave referred to in paragraph 16.1 by a further 30 working days in order to finalise processes already commenced. If the processes set out in this Determination and Directive is not completed within the 60 working days, the Head of Department must report the case to the Director-General: Public Service and Administration together with a report explaining the reasons for the delay.

17. ACCEPTANCE OF MEDICAL CERTIFICATES

17.1. For purposes of normal sick leave medical certificates issued and signed by the practitioners and persons **who are certified to diagnose and treat patients and who are registered with the following professional councils** established by an Act of Parliament shall be accepted:

17.1.1. The Health Professions Council of South Africa.

17.1.2. The Allied Health Professions Council of South Africa.

17.1.3. The South African Nursing Council.

17.2. The registration details of service providers could be confirmed with the above-mentioned councils.

17.3. A medical certificate must contain the following information:

17.3.1. The name, address and qualifications of the practitioner or person.

17.3.2. The name of the patient.

17.3.3. The employment number of the patient (if applicable).

17.3.4. The date and time of examination.

17.3.5. Whether the practitioner is issuing the certificate as a result of personal observations during an examination or as the result of information received from the patient and which is based upon acceptable medical grounds.

17.3.6. If the patient has given informed consent for it to be disclosed, a description of the nature and extent of the illness or injury in layperson's language.

17.3.7. Whether the patient is totally indisposed for duty or whether the patient will be able to perform less strenuous duties in the work situation.

17.3.8. The exact period of recommended sick leave.

17.3.9. The date of issue of the certificate of illness.

17.3.10. A clear indication of the identity of the practitioner or person who issued the certificate.

17.3.11. The initial and surname in block letters, and the registration or practice number of the practitioner who issued the certificate.

17.4. If the practitioner or person uses pre-printed medical certificates, wording not applicable to the patient must be deleted.

17.5. The Head of Department must accept medical certificates that do not describe the nature and extent of an employee's illness for sick leave taken **during the normal sick leave cycle**, i.e. 36 working days in a 3-year cycle. The employer may request from the employee a medical certificate describing the nature and extent of the illness before granting sick leave, if the employee abuses the system during the normal sick leave period of 36 working days (e.g. a pattern of regular sick leave on Mondays or Fridays). If the employee fails to submit the required medical certificate, the Head of Department must notify the employee that if the prescribed medical certificate is not received within 2 working days, the sick leave period will be either regarded as unpaid leave or annual leave. If the employee fails to submit the medical certificate on time, the relevant absence must be covered by annual leave (with the employee's consent) and/or unpaid leave if insufficient annual leave credits are available and if the employee failed to notify the Head of Department of his/her choice. Failure by the employee to submit his/her medical certificate within the stated period must be viewed in a serious light and disciplinary steps against the employee should be taken.

17.6. For purposes of temporary incapacity leave the employer only accepts medical certificates issued and signed by practitioners registered with the Health Professional Council of South Africa and who are legally certified to diagnose and treat patients. Such medical certificates must describe that the illness or injury is temporary and, if the employee has given his/her informed consent, the nature and extent of the employee's illness or injury. The provisions contained in paragraph 17.3 above, applies *mutatis mutandis* in respect of such medical certificates.

17.7. ***The employer must, in accordance with the constitutional rights to privacy, the Code of Conduct in the Public Service Regulations treat at all times any information regarding the medical condition of an employee with the necessary respect and confidentiality.*** Such information may therefore not be disclosed to any other person(s) not authorised to receive such information. If an employee discloses such confidential information of one employee to any other unauthorized person, it must be viewed in a serious light and disciplinary steps against the transgressing employee should be taken.

18. GENERAL: SICK LEAVE

18.1. In the event where an employee has to –

18.1.1. consult a doctor, therapist, etc. for reasons related to the employees health/wellness, or

18.1.2. go for training related to a disability, e.g. a blind employee who has to get training with his/her guide dog, or

18.1.3. go for maintenance work for equipment used as a result of his/her disability, the Head of Department may grant such employees time off in terms of the sick leave provisions. [11]

18.2. Where an employee is absent for a part of the day, the Head of Department could manually record such time off until a full day is completed as sick leave. [12]

18.3. The Head of Department may require the necessary proof of such events or occurrences to properly monitor the utilisation of sick leave.

18.4. Fractions of sick leave entitlements may be converted using the formula in par.7.4 above.

18.5. An employee shall retain his/her sick leave credits in respect of a particular sick leave cycle, when the employee-

18.5.1. is transferred within a department or between departments; or

18.5.2. is appointed in terms of the Public Service Act, 1994 without a break in service.

[11] Refer to Part 2 for an explanatory note on the application of this provision in relation to the IFMS
[12] Refer to Part 2 for an explanatory note on the application of this provision in relation to the IFMS

19. LEAVE FOR OCCUPATIONAL INJURIES AND DISEASES

19.1. An employee who, as a result of his/her work, suffers an occupational injury or contracts an occupational disease, shall be granted occupational and disease leave for the duration of the period they cannot work.

19.2. If an employee suffers a work-related injury as a result of an accident involving a third party, the Head of Department shall grant him or her occupational injury leave provided that the employee:

19.2.1. brings a claim for compensation against the third party; and

19.2.2. undertakes to use compensation (in terms of the Compensation for Occupational Injuries and Diseases Act of 1993) received to recompense as far as possible for the cost arising from the accident.

19.3. The Head of Department shall take reasonable steps to assist an employee to claim compensation according to 19.2 above.

19.4. When an employee is injured on duty or contracted an occupational disease the employer must pay the employee's medical expenses in terms of the provisions of the Compensation on Occupational and Injury and Disease Act, The employer may, depending on the circumstances, recover certain expenses in the event where a third party was involved in the accident. Please refer to the guide: *"Application of the Compensation for Occupational Injuries and Diseases Act (COIDA) In the Workplace: A Guide for Government Departments*" for further details.

20. PRE-NATAL LEAVE (EFFECTIVE FROM 1 JANUARY 2013 ONLY)

20.1. A pregnant employee will be entitled to 8 working days pre-natal leave, per pregnancy, allowing the employee to attend medical examinations by a medical practitioner or midwife, and tests related to the pregnancy.

20.2. An employee can utilise a full day or part of a day for pre-natal leave. The Head of Department shall maintain a system to record episodes where the employee utilised part of a day. One day's pre-natal leave shall be deducted once the duration of absences equates the employee's prescribed daily working hours.[13]

20.3. An application for pre-natal leave should be supported by reasonable proof that the employee attended a doctor's appointment and/or went for tests related to the pregnancy.

20.4. An employee who has used all her pre-natal leave may, subject to the approval of the Head of Department, apply to use available annual leave and/or unpaid leave.

20.5. Absences related to medical complications during the pregnancy will be covered by sick leave.

20.6. All other maternity leave provisions, as defined in this Determination and Directive on Leave of Absence, remain applicable.

[13] Refer to Part 2 for the explanatory note on the application of this provision in relation to the IFMS.

21. MATERNITY LEAVE

21.1. Employees are entitled to 4 consecutive calendar months' maternity leave to commence:

21.1.1. at any time from four weeks before the expected date of birth; or

21.1.2. on a date from which the attending medical practitioner certifies that it is necessary for the employee's health or that of the unborn child.

21.2. It is preferable that an employee commences her maternity leave at least two weeks prior to the expected date of birth. However, the service delivery requirements of a particular Sector may require different arrangements with regard to the period and stage at which maternity leave, with due consideration of the employee and her unborn child's health and safety, should commence.

21.3. For at least six weeks after the birth, no employee may commence with normal official duty unless the attending practitioner certifies that the employee is fit to do so.

21.4. Maternity leave may only be interrupted if-

21.4.1. the baby is born prematurely and is hospitalised during maternity leave; or

21.4.2. the baby becomes ill and is hospitalised for a period longer than a month during the maternity leave.

21.5. The provisions contained in paragraph 21.4 are only applicable to an employee, who chooses to interrupt her maternity leave in these circumstances.

21.6. If an employee referred to in paragraph 21.4.1 and 21.4.2 above, chose to interrupt her maternity leave and failed to return to work after the six weeks mentioned in paragraph 21.3 above, such a period must be covered with annual leave or unpaid leave if she does not have enough annual leave available.

21.7. Maternity leave may be extended upon application by:

21.7.1. the granting of sick leave as a result of a medical complication;

21.7.2. the granting of up to 184 calendar days unpaid leave; or

21.7.3. the granting of annual leave.

21.8. Employees, who, during the third trimester of their pregnancy, experience a miscarriage, still birth or termination of the pregnancy on medical grounds, shall be eligible for six consecutive week's maternity leave[14], where after, 21.7.1 shall apply in the event of a medical complication.

21.9. Provisions in 21.8 above shall also apply to an employee who experiences a miscarriage, stillbirth or termination of pregnancy on medical grounds after the commencement of maternity leave. The period prior to the miscarriage, stillbirth or termination of pregnancy shall be regarded as special leave with full pay.

[14] Leave to begin after the miscarriage, stillbirth or the termination of pregnancy.

22. ADOPTION LEAVE[15]

22.1. An employee, who adopts a child that is younger than two years, shall qualify for adoption leave to a maximum of 45 working days, where after, 21.7.2 and 21.7.3 shall apply.

22.2. If both spouses or life partners are employed in the Public Service, both partners will qualify for adoption leave provided that the combined leave taken does not exceed the 45 working days mentioned in 22.1 above.

23. SURROGACY LEAVE

23.1. Commissioning Parent

23.1.1. With effect from 8 June 2018 an employee who is a commissioning parent in terms of a surrogate motherhood agreement confirmed by the High Court as contemplated in the Children's Act, 2005, is entitled to four (4) consecutive calendar months paid leave commencing from the date of the birth of the child.

23.1.2. The employee referred to in paragraph 23.1, above, must notify an employer in writing at least one (1) calendar month before a child is expected to be born as a result of a surrogate motherhood agreement, of the date on which the employee intends to commence with surrogacy leave.

23.1.3. If both commissioning parents are employed in the public service, only one (1) such parent will qualify for the surrogacy leave.

23.1.4. An application for surrogacy leave shall be supported by a surrogate motherhood agreement.

23.2. Surrogate Mother

23.2.1. An employee who is a surrogate mother, in terms of a surrogate motherhood agreement is entitled to six (6) consecutive weeks maternity leave.

23.2.2. An employee who is a surrogate mother may commence with normal official duty within the six (6) week period only if the attending practitioner certifies that the employee is fit to do so.

23.2.3. It is incumbent on the employee to notify the employer of the surrogate motherhood agreement and submit a copy thereof as soon as it has been confirmed by the High Court.

23.2.4. The emplopyee's application for leave shall be supported by the surrogate motherhood agreement.

24. FAMILY RESPONSIBILITY LEAVE

24.1. Employees shall be granted 3 working days leave per annual leave cycle for utilisation if:

24.1.1. The employee's spouse or life partner gives birth to a child; or

[15] Refer to Part 3 for implementation notes.

24.1.2. The employee's child, spouse or life partner is sick.

24.2. Employees shall be granted 5 working days leave per annual leave cycle for utilisation if:

24.2.1. The employee's child, spouse or life partner dies; or

24.2.2. An employee's immediate family member dies.

24.3. The number of family responsibility leave days taken according to 24.1 and 24.2 above shall not exceed five (5) days in an annual leave cycle, unless special circumstances warrant further leave at the discretion of the Head of Department.

24.4. With effect from 1 January 2013 the provisions in paragraph 24.1 to 24.3 will cease to exist. Employees would henceforth be entitled to the following family responsibility leave benefits:

24.4.1. 5 working days family responsibility leave per annual leave cycle for utilisation if the employee's spouse or life partner gives birth to a child; or the employee's child, spouse or life partner is sick.

24.4.2. "Child" for purposes of paragraph 24.4.1 means the employee's son or daughter, who is under 18 years of age.

24.4.3. 5 working days leave per annual leave cycle for utilisation if the employee's child, spouse or life partner or an employee's immediate family member dies.

24.5. Immediate family member for purposes of paragraph 24.4.3 means the employee's parent, adoptive parent, step-parent, parents-in-law, sister- and brother-in-law, grandparent, child, adopted child, stepchild, grandchild or sibling. For the purposes of this provision "child" means the employee's son or daughter, and where applicable son- or daughter-in-law, of any age. The granting of family responsibility leave must be taken with due consideration of the employee's cultural responsibilities.

24.6. An application for family responsibility leave shall be supported by reasonable proof.

24.7. With effect from 20 May 2015 an employee who has a child(ren) with severe special needs shall be granted five (5) working days family responsibility leave per calendar year.

24.7.1. For the purposes of paragraph 24.7, a child with severe special needs is a child who has a mental, emotional or physical disability, certified by a medical practitioner, which requires health and related services of a type or amount beyond that required by children generally. For the purposes of this provision "child" means the employee's son or daughter of any age.

24.7.2. An application for family responsibility leave should be supported by reasonable proof to demonstrate the severe special needs of the employee's child.

24.8. Employees who have used all their family responsibility leave may, subject to the approval of the Head of Department, apply to:

24.8.1. use available annual leave; or

24.8.2. use up to 184 calendar days of unpaid leave.

24.9. Family responsibility leave may be taken for part of a day. For example an employee who takes three hours off to attend to a family responsibility would use only three hours of their family responsibility leave entitlements.

24.10. For purposes of utilising family responsibility leave entitlements, fractions or decimals must be utilised as they are. In other words fractions or decimals must not be rounded off.

24.11. Departments must keep manual records of the utilisation of family responsibility leave taken for part of a day. After reaching the daily number of working hours of attendance prescribed the employee must complete and submit a leave form. [16]

24.12. For purposes of converting fractions/decimals of family responsibility leave entitlements into working hours the formula in paragraph 7.4 above must be utilised.

25. PATERNITY LEAVE

25.1. With effect from 20 May 2015 an employee shall be granted three (3) working days paternity leave per calendar year for utilisation if the employee's spouse or life partner gives birth to a child or adopts a child not older than two (2) years.

25.2. An employee who has used all his/her paternity leave may, subject to the approval of the Head of Department, apply to:

25.2.1. use his/her part or all of 5 working days family responsibility leave provided for in paragraph 24.4.1, above; or

25.2.2. use available annual leave; or

25.2.3. use up to 184 calendar days of unpaid leave.

25.3. An application for paternity leave shall be supported by reasonable proof.

26. SPECIAL LEAVE

26.1. A special leave policy shall be negotiated in the relevant sectoral bargaining council.

26.2. The policy mentioned in 26.1 above shall define:

26.2.1. circumstances and conditions under which special leave is granted; and

26.2.2. as far as possible, events for which employees shall be granted special leave.

26.3. The policy may provide paid leave for such requirements as study, examinations, military service, resettlement due to a transfer, collective bargaining or other labour relations requirements, participation in sports, sabbaticals where appropriate or any other purpose.

[16] Refer to Part 2 for an explanatory note on the application of this provision in relation to the IFMS

27. LEAVE FOR OFFICE BEARERS OR SHOP STEWARDS OF RECOGNISED EMPLOYEE ORGANISATIONS

27.1. Office bearers or shop stewards of recognised employee organisations shall receive up to 10 working days paid leave per annum for activities related to his/her union position.

27.2. With effect from 1 January 2013 the entitlement for shop stewards contained in paragraph 27.1 will be increased to 15 working days.[17]

27.3. The 15 working days shall be pooled per recognised trade union. Office bearers or shop stewards belonging to the same recognised trade union may apply for leave days from the pool. A list of the recognised employee organisations are attached at Annexure C.

27.4. The Head of Department shall appoint an administrator of the pool. The administrator should preferably be the Human Resource Manager of the Department. The Head of Department shall develop standard operating procedures to ensure that the utilisation of the pool is properly managed, recorded and monitored to ensure that the leave days available in the pool is not exceeded and/or abused.

27.5. A shop steward may apply for leave from the pool in respect of the recognised employee organisation she/he belongs to only. An individual shop steward may apply due to the union activities attached to his/her union position for either less than or more than 15 working days in a leave cycle. However, the shop stewards accessing the same pool of leave may not exceed the total number of leave days available in the pool.

27.6. Shop steward leave may only be utilised for activities related to the employee's union position. All applications for this type of leave must be submitted in writing on the prescribed leave application form or electronically[18], together with supporting documentation.

27.7. If a shop steward of a recognised employee organisation has to perform union activities while on annual leave with full pay, such annual leave shall be converted to shop steward leave, provided that a formal request with supporting documentatary evidence are submitted substantiating that he/she had to perform union activities.

27.8. The employee's supervisor shall liaise with the Labour Relations Manager and Human Resource Manager to validate the employee's involvement in a union activity/business and whether sufficient credits are available in the leave pool.

27.9. Approved applications shall be captured on PERSAL or the IFMS, whichever system is in use in the Department.

28. UNPAID LEAVE

28.1. If an employee has utilised all his/her annual leave with full pay, the Head of Department may grant him or her unpaid leave.

28.2. Only in exceptional circumstances shall the Head of Department grant the employee more than 184 calendar days of unpaid leave in a period of 18 months.

[17] Refer to Part 3 for implementation notes.
[18] Refer to Part 2 for an explanatory note on the application of this provision in relation to the IFMS

28.3. Unpaid leave should be regarded as calendar days.

28.4. For purposes of calculating unpaid leave, the following formula applies:

$$\frac{A \times B}{365}$$

Where -

A = represents the employee's remuneration Levels 1-10: annual basic salary and MMS, the all-inclusive package)

B = represents the number of days annual leave without pay (i.e. **calendar** days)

365 = represents the number of **calendar** days in a year

Note: For computed EXAMPLES please refer to Annexure B.

29. LEAVE PROVISIONS FOR A CASUAL WORKER

29.1. A casual worker as defined in this Determination and Directive is in terms of the Basic Conditions of Employment Act, 1998, as amended not eligible to leave.

29.2. Departments are urged to ensure that the employment of casual workers is in terms of the agreement. Existing employees appointed as casual workers for longer than 24 hours per month, must be translated to temporary employees[19] with immediate effect.

30. LEAVE PROVISIONS FOR TEMPORARY[20] EMPLOYEES[21]

A temporary employee is eligible to the following types of leave on a pro rata basis linked to the duration of his/her contract. The utilisation of these leave types is subject to the rules that govern the relevant type of leave:

30.1. Annual leave:

A temporary employee shall at the beginning of his/her contract period be granted annual leave that is proportional to his/her term of employment at a rate of one-twelfth of the annual leave credit applicable to the employee category (as per Annexure A), per calendar month of service.

30.2. Normal Sick Leave:

A temporary employee shall at the beginning of his/her contract period be granted normal sick leave that is proportional to his/her term of employment at a rate of 1 days normal sick leave per calendar month of service.

[19] Refer to clause 11 of PSCBC Res 1 of 2007
[20] Refer to clause 11 of PSCBC Res 1 of 2007
[21] Refer also to the Determination on Interns and Learners

30.3. Maternity Leave:

30.3.1. A temporary employee shall be granted paid maternity leave that is proportional to her term of contract at a rate of 10 calendar days maternity leave with full pay calculated at each calendar month of her term of contract to a maximum of 4 calendar months, where after maternity leave without pay shall be granted. The total period granted in respect of maternity leave shall not exceed four consecutive calendar months.

30.4. Adoption

30.4.1. A temporary employee who adopts a child that is younger than two years, shall qualify for adoption leave at a rate of 4 working days paid leave for each calendar month of his/her term of contract to a maximum of 45 working days.

30.5. Surrogacy Leave

30.5.1. With effect from 8 June 2018 a temporary employee who is a commissioning parent in terms of a surrogate motherhood agreement confirmed by the High Court as contemplated in the Children's Act, 2005, shall be granted paid surrogacy leave that is proportional to his/her term of contract at a rate of ten (10) calendar days surrogacy leave with full pay calculated at each calendar month of his/her term of contract to a maximum of four (4) calendar months, where after surrogacy leave without pay shall be granted. The total period granted in respect of surrogacy leave shall not exceed four (4) consecutive calendar months.

30.5.2. A temporary employee who is a surrogate mother in terms of a surrogate motherhood agreement, confirmed by the High Court, provided for in the Children's Act, 2005, shall be granted paid maternity leave that is proportional to her term of contract at a rate of 3.5 calendar days maternity leave with full pay calculated at each calendar month of her term of contract to a maximum of six (6) consecutive weeks where after maternity leave without pay shall be granted.

30.6. Pre-Natal Leave (Effective from 1 January 2013 only)

30.6.1. A temporary employee who is pregnant shall qualify for pre-natal leave at a rate of 1 working day paid leave for each calendar month of her term of contract to a maximum of 8 working days.

30.7. Paternity Leave

With effect from 20 May 2015 a temporary employee who's spouse or life partner gives birth to a child or adopts a child not older than two (2) years shall qualify for paternity leave at a rate of 1 working day paid leave for each calendar month of his/her term of contract to a maximum of 3 working days.

30.8. Other Provisions:

The terms and conditions attached to the granting of the above types of leave, as well as the provisions contained in: paragraph(s) 10, 11, 12, 15, 16 (where applicable), 17 (where applicable), 19, 24, 26 and 31 apply *mutatis mutandis* to a contract worker.

31. GENERAL PROVISIONS

31.1. Except in exceptional circumstances, the employee may not stay away from his/her place of duty unless an application for leave of absence has been lodged in writing or electronically[22] and he/she has been informed by the Head of Department that the application has been approved.

31.2. Heads of Department must ensure that:

31.2.1. Leave forms are submitted for all absences and all outstanding leave forms are followed up.

31.2.2. All leave taken is captured on a daily basis and there are no backlogs in respect of each annual leave cycle.

31.2.3. Individual utilisation of leave is communicated to employees at the end of each annual leave cycle in respect of annual vacation leave.

31.3. **Duration of Employment**

31.3.1. For purposes of determining the length of an employee's employment with an employer for purposes of annual leave, normal sick leave and family responsibility leave, previous employment in the public service must be taken into account if the break between the periods of employment is less than one year. This principle applies in respect of each break in service that occurs in the career of an employee.

31.3.2. The leave entitlement of the employee referred to in paragraph 31.3.1 in respect of annual leave, normal sick leave and family responsibility leave should be reduced with the leave benefit granted (annual leave payouts included) plus the pro rata portion for the duration of the break in service.

31.3.3. For example -

31.3.3.1. If an employee with 10 years' service terminated his/her services on 30 April 2012 and is reappointed in the public service on 1 August 2012, she/he will be grouped in the leave category applicable to employees with 10 and more years' service, i.e. 30 working days.

(a) The 30 working days are reduced by-

i) the number of annual leave days the employee either utilised prior to his/her termination of service and/or received as a leave payout. Assuming for purposes of this example the employee received a leave payout in respect of unused annual leave for the period 1 January to 30 April 2012 amounting to 8.64 working days (2.16[23] x 4 months); and

[22] Refer to Part 2 for an explanatory note on the application of this provision in relation to the IFMS on page 7
[23] At the time of that the leave payout was made the employee was only entitled to 26 working days.

ii) the pro rata portion equivalent to the break in service. In this example it would amount to 6.48 working days.

(b) The remaining leave credits, if any, will then be available to the employee for the remainder of the leave cycle. In this example the employee would be eligible to 14.88 working days annual leave. (15.12 – 30 = 14.88).

31.3.3.2. In respect of normal sick leave it is assumed for purposes of this example that the employee referred to in paragraph 31.3.3.1 utilised 15 working days normal sick leave prior to his/her termination of service. The pro rata portion equivalent to the period in break in service amounts 3 working days. The employee is thus eligible to 18 working days normal sick leave for the remainder of the sick leave cycle at reappointment. (i.e. 18-36=18)

31.3.3.3. If the employee referred to in paragraph 31.3.3.1 have not utilised any family responsibility leave prior to his/her termination of service, this entitlement will be reduced with 1.25 working days representing the pro rata portion of his/her break in service. The employee will thus be eligible to 3.75 working days' family responsibility leave for the remainder of the leave cycle.

31.4. **Training of disabled employees**

31.4.1. Disabled employees must be afforded the opportunity to undergo training to manage their disability. Training required to be able to utilise equipment or the like to access the workplace and to perform the job, should be treated the same as other official training provided to equip employees with the knowledge and skills to do their jobs. The employee with a disability should therefore be offered the relevant training while on official duty.

31.5. **Fitment, adjustment or maintenance of equipment of disabled employees**

31.5.1. If a disabled employee needs periods or time off to fit, adjust or maintain equipment to enable the employee to perform his/her job, it should be treated in terms of paragraph 18 above.

ANNEXURE A

Leave Entitlements

	EMPLOYEE CATEGORY	ANNUAL LEAVE EXPRESSED AS WORKING DAYS
1.	Institution-based educators	As per ELRC Res.7/2001
2.	Office-based educators	As per ELRC Res.7/2001
3.	Non-teaching staff based at schools/institutions Less than 10 years service 10 or more years service	 27 30
4.	Nursing personnel in institutions that provide 24 hour service	
4 (a)	Student and pupil nurses	22
4 (b)	Part-time nurses: Less than 10 years service 10 or more years of service	 22 30
4 (c)	Registered/enrolled nurses and nursing assistants: Less than 10 years service 10 or more years of service	 22 30
5.	Other employees: Less than 10 years service 10 or more years of service	 22 30

ANNEXURE B

COMPUTED EXAMPLES

Calculating Annual Leave at Termination of Service

EXAMPLE 1: Employees Levels 1 – 10

The employee resigns with effect from 1 April 2008, the employee's remuneration on the last day of duty is R102 750 (in other words R 75 000 (annual basic salary) + R27 750 (in respect of the 37%)), s/he falls in the 22 working day leave category and has taken at least 10 working days' leave.

The cash value in respect of unused leave credits should be computed in the following manner:

$$\frac{\{(A - B) + (C - D)\} \times E}{260{,}714}$$ [24]

Where:

A = represents the full annual or pro rata leave entitlement in the previous leave cycle (Pro rata leave entitlement calculated as $\frac{X \times Y}{12}$

Where:

X = represents the number of completed months in the current leave cycle; and

Y = represents the annual leave entitlement per leave cycle as per Annexure A)

B = represents the leave taken in the previous leave cycle

C = represents the pro rata leave entitlement in the current leave cycle (Calculated according to the formula in A above)

D = Leave taken in the current leave cycle

E = Represents the employee's remuneration (i.e. annual basic salary plus 37%)

STEP 1

Use the given information on the employee's leave category to determine A. In the event of a full annual leave entitlement, use Annexure A and in the event of a pro rata leave entitlement (in the previous leave cycle)[25], use the formula in STEP 3 below.

[24] This formula is in terms of paragraph 9.6 of the Determination issued by the MPSA.

[25] The pro rata leave entitlement in this regard is in respect of employees appointed after a leave cycle has commenced

STEP 2

Use the given information to determine B (Leave taken in the previous leave cycle) and D (Leave taken in the current leave cycle).

STEP 3

Use the formula in STEP 1 above to determine C (pro rata leave entitlement in the current leave cycle beginning 1 January 2008 up to and including the last day of duty).

$$\frac{X \times Y}{12}$$

Where:

X = represents the number of completed months in the current leave cycle; and

Y = represents the annual leave entitlement per leave cycle as per Annexure A)

In other words: $= \frac{3 \times 22}{12}$

$= 5.5 \text{ days}$

STEP 4

Use the given information to determine E

STEP 5

Compute the cash value of leave credits available in the following manner:

$$\frac{\{(A - B) + (C - D)\}^{26} \times E}{260.714}$$

Cash value $= \frac{\{(22 - 10) + (5.5 - 0)\} \times R\ 102\ 750}{260.714}$

$= \frac{(12 + 5.5) \times R\ 102\ 750}{260.714}$

$= \frac{17.5 \times R\ 102\ 750}{260.714}$

$= R6\ 896.92$

[26] The sum total of A – B and C - D must not exceed the maximum number days annual leave an employee is entitled to as depicted in Annexure A to this Determination.

NOTE:

The pro rata leave credits in this EXAMPLE derive from the leave credits in the current leave cycle beginning from 1 January 2008 to 31 March 2008.

EXAMPLE 2: Middle Management Service (MMS) employees

The member resigns with effect from 1 November 2007, the all-inclusive salary package on the last day of duty is R369 000 per annum, he falls in the 30 working day leave category and taken at least 5 working days' leave.

The cash value in respect of unused leave credit should be computed in the following manner:

$$\frac{\{(A - B)^{27} + (C - D)\} \times E}{260.714}$$

Where:

A = represents the full annual or pro rata leave entitlement in the previous leave cycle (Pro rata leave entitlement calculated as $\frac{X \times Y}{12}$

Where:

X = represents the number of completed months in the current leave cycle; and

Y = represents the annual leave entitlement per leave cycle as per Annexure A)

B = represents the leave taken in the previous leave cycle

C = represents the pro rata leave entitlement in the current leave cycle (Calculated according to the formula in A above)

D = Leave taken in the current leave cycle

E = Represents the employee's remuneration (i.e. annual inclusive package)

STEP 1

Determine C using the following formula:

$$\frac{X \times Y}{12}$$

Where –

X = Number of completed months of service in the leave cycle.

Y = Normal annual entitlement as per Annexure A.

[27] Since the termination of service happens after the expiry of the 6 months period, information on A and B will be represented by 0.

In other words: = $\frac{10 \times 30}{12}$

= 25 days

STEP 2

Use the given information to determine D. (Leave taken in the current leave cycle).

STEP 3

Compute the cash value of available leave credits using the following formula:

Cash value = $\frac{\{(A - B)^{i} + (C - D)\}^{28} \times E}{260.714}$

= $\frac{\{(0 - 0) + (25 - 5)\} \times R369\,000}{260.714}$

= $\frac{20 \times R369\,000}{260.714}$

= R 28 306.88

[28] The sum total of A – B and C – D must not exceed the maximum number of days annual leave entitlement as depicted in Annexure A of this Determination.

Calculating Annual Leave: Leave Payout of Unused Leave at the Expiry of the 6 Month Grace Period of a Leave Cycle

EXAMPLE 3: Employees Levels 1 – 10

The employee has unused leave credits at the expiry of the 6 months period at the end of 30 June 2008, the employee's remuneration on the last day of June is R102 750 (in other words R 75 000 (annual basic salary) + R27 750 (in respect of the 37%)), s/he falls in the 22 working day leave category and has taken at least 10 working days' leave.

The cash value in respect of unused leave credits should be computed in the following manner:

$$\frac{(A - B) \times C}{260{,}714}$$ [29]

Where:

A = represents the full annual or pro rata leave entitlement in the previous leave cycle (Pro rata leave entitlement calculated as $\frac{X \times Y}{12}$

Where:

X = represents the number of completed months in the current leave cycle; and

Y = represents the annual leave entitlement per leave cycle as per Annexure A)

B = represents the leave taken in the previous leave cycle

C = Represents the employee's remuneration (i.e. annual basic salary plus 37%)

STEP 1

Use the given information on the employee's leave category to determine A. In the event of a full annual leave entitlement, use Annexure A and in the event of a pro rata leave entitlement (in the previous leave cycle)[30], use the formula in STEP 3 below.

STEP 2

Use the given information to determine B (Leave taken in the previous leave cycle)

[29] This formula is in terms of paragraph 9.7 of the Determination issued by the MPSA.

[30] The pro rata leave entitlement in this regard is in respect of employees appointed after a leave cycle has commenced

STEP 3

Compute the cash value of leave credits available in the following manner:

$$\frac{(A - B) \times C}{260.714}$$

$$\text{Cash value} = \frac{(22 - 10) \times R\ 102\ 750}{260.714}$$

$$= \frac{12 \times R\ 102\ 750}{260.714}$$

$$= R\ 4729.32$$

EXAMPLE 4: Middle Management Service (MMS)

The employee has unused leave credits at the expiry of the 6 months period at the end of 30 June 2008, the all-inclusive salary package on the last day of duty is R369 000 per annum, he falls in the 26 working day leave category and taken at least 10 working days' leave.

The cash value in respect of unused leave credit should be computed in the following manner:

$$\frac{(A - B) \times C}{260.714}$$

Where:

A = represents the full annual or pro rata leave entitlement in the previous leave cycle (Pro rata leave entitlement calculated as $\frac{X \times Y}{12}$

Where:

X = represents the number of completed months in the current leave cycle; and

Y = represents the annual leave entitlement per leave cycle as per Annexure A)

B = represents the leave taken in the previous leave cycle

C = Represents the employee's remuneration (i.e. annual inclusive package)

STEP 1

Use the given information on the employee's leave category to determine A. In the event of a full annual leave entitlement, use Annexure A and in the event of a pro rata leave entitlement (in the previous leave cycle)[31], use the formula in STEP 3 below.

STEP 2

Use the given information to determine B. (Leave taken in the current leave cycle).

STEP 3

Compute the cash value of available leave credits using the following formula:

$$\text{Cash value} = \frac{(A - B) \times C}{260.714}$$

$$= \frac{(26 - 10) \times R369\,000}{260.714}$$

$$= \frac{16 \times R369\,000}{260.714}$$

$$= R\,22\,645.50$$

[31] The pro rata leave entitlement in this regard is in respect of employees appointed after a leave cycle has commenced

Calculating Capped Leave

EXAMPLE 5: Employees levels 1 - 10

The employee retires or dies or is medically boarded with effect from 1 August 2007, the employee's remuneration on the last day of duty is R268 520 (in other words R 196 000 (annual basic salary) + R72 520 (in respect of the 37%)), s/he falls in the 26 working day leave category and has taken at least 10 working days' leave with 200 days of capped leave which has already been converted into working days

The cash value payable in respect of capped and audited leave at termination of service should be computed as follows:

$$\frac{\{[(A-B) + (C-D)] \times E + (F \times G)\}}{260.714}$$

Where:

A = represents the full annual or pro rata leave entitlement in the previous leave cycle (Pro rata leave entitlement calculated as $\frac{X \times Y}{12}$

Where:

X = represents the number of completed months in the current leave cycle; and

Y = represents the annual leave entitlement per leave cycle as per Annexure A)

B = represents the leave taken in the previous leave cycle

C = represents the pro rata leave entitlement in the current leave cycle (Calculated according to the formula in A above)

D = Leave taken in the current leave cycle

E = Represents the employee's remuneration (i.e. annual basic salary plus 37%)

F = represents the capped leave

G = represents the employee's remuneration (levels 1-10 the annual basic salary only) as at the last day of duty

STEP 1

Use the given information on the employee's leave category to determine A. In the event of a full annual leave entitlement, use Annexure A and in the event of a pro rata leave entitlement (in the previous leave cycle)[32], use the formula in STEP 3 below.

STEP 2

Use the given information to determine B (Leave taken in the previous leave cycle) and D (Leave taken in the current leave cycle).

STEP 3

Use the formula in STEP 1 above to determine C (pro rata leave entitlement in the current leave cycle beginning 1 January 2007 up to and including the last day of duty).

$$\frac{X \times Y}{12}$$

Where:

X = represents the number of completed months in the current leave cycle; and

Y = represents the annual leave entitlement per leave cycle as per Annexure A)

In other words: $= \frac{7 \times 26}{12}$

$= 15.16$ days

STEP 4

Use the given information to determine E

STEP 5

Use the given information to determine F. Convert capped leave into working days using the following formula (if not programmatically done already):

$$\frac{A \times 5}{7}$$

Where -

A = Number of audited leave credits

STEP 6

Use the given information to determine G

[32] The pro rata leave entitlement in this regard is in respect of employees appointed after a leave cycle has commenced

STEP 7

Compute the cash value of leave credits available in the following manner:

$$\frac{\{[(A-B) + (C-D)] \times E + (F \times G)\}}{260.714}$$

$$\text{Cash value} = \frac{\{[(0 - 0) + (15.16 - 10)] \times R268\,520 + (200 \times R196\,000)\}}{260.714}$$

$$= \frac{\{[(0 + 5.16)] \times R268\,520 + (R39\,200\,000)\}}{260.714}$$

$$= \frac{\{5.16 \times R268\,520 + (R39\,200\,000)\}}{260.714}$$

$$= \frac{R1\,385\,563.20 + R39\,200\,000}{260.714}$$

$$\frac{40\,585\,563.20}{260.714}$$

R155 670.82

EXAMPLE 6: Middle Management Service (MMS) Employees

The employee retires or dies or is medically boarded with effect from 1 August 2007, the employee's remuneration on the last day of duty is R369 000 (all inclusive package), s/he falls in the 26 working day leave category and has taken at least 10 working days' leave with 200 days of capped leave which has already been converted into working days

The cash value payable in respect of capped and audited leave at termination of service should be computed as follows:

$$\frac{\{[(A-B) + (C-D)] \times E + (F \times G)\}}{260.714}$$

Where:

A = represents the full annual or pro rata leave entitlement in the previous leave cycle (Pro rata leave entitlement calculated as $\frac{X \times Y}{12}$

Where:

X = represents the number of completed months in the current leave cycle; and

Y = represents the annual leave entitlement per leave cycle as per Annexure A)

B = represents the leave taken in the previous leave cycle

C = represents the pro rata leave entitlement in the current leave cycle (Calculated according to the formula in A above)

D = Leave taken in the current leave cycle

E = Represents the employee's remuneration (i.e. annual inclusive package)

F = represents the capped leave

G = represents the employee's remuneration (MMS - the annual basic salary only) as at the last day of duty

STEP 1

Use the given information on the employee's leave category to determine A. In the event of a full annual leave entitlement, use Annexure A and in the event of a pro rata leave entitlement (in the previous leave cycle)[33], use the formula in STEP 3 below.

[33] The pro rata leave entitlement in this regard is in respect of employees appointed after a leave cycle has commenced

STEP 2

Use the given information to determine B (Leave taken in the previous leave cycle) and D (Leave taken in the current leave cycle).

STEP 3

Use the formula in STEP 1 above to determine C (pro rata leave entitlement in the current leave cycle beginning 1 January 2007 up to and including the last day of duty).

$$\frac{X \times Y}{12}$$

Where:

X = represents the number of completed months in the current leave cycle; and

Y = represents the annual leave entitlement per leave cycle as per Annexure A)

In other words: $= \frac{7 \times 26}{12}$

$= 15.16$ days

STEP 4

Use the given information to determine E

STEP 5

Use the given information to determine F. Convert capped leave into working days using the following formula (if not programmatically done already):

$$\frac{A \times 5}{7}$$

Where -

A = Number of audited leave credits

STEP 6

Use the given information to determine G

STEP 7

Compute the cash value of leave credits available in the following manner:

$$\frac{\{[(A-B) + (C-D)] \times E + (F \times G)\}}{260.714}$$

$$\text{Cash value} = \frac{\{[(0 - 0) + (15.16 - 10)] \times R369\,000 + (200 \times R280\,440)\}}{260.714}$$

$$= \frac{\{[(0 + 5.16)] \times R369\,000 + (R56\,088\,000)\}}{260.714}$$

$$= \frac{\{5.16 \times R369\,000 + (R56\,088\,000)\}}{260.714}$$

$$= \frac{R1\,904\,040 + R56\,088\,000}{260.714}$$

$$\frac{R57\,992\,040}{260.714}$$

R222 435.46

Calculating Over-Granted Annual Leave

EXAMPLE 7: Employees level 1 - 10

An employee has been over-granted 10 days leave. The employee's annual basic salary plus 37% at that stage is R83 656:

$$\frac{A \times B}{260.714}$$

Where-

A	=	Represents the employee's remuneration
B	=	represents the number of days annual leave over-granted
260.714	=	represents the number of working days in a year

STEP 1

$$\frac{R\ 83\ 656 \times 10 \text{ days}}{260.714}$$

STEP 2

$$\frac{R\ 836\ 560}{260.714}$$

= R3 208.72 (value in Rand of leave days being over-granted)

Note: The value in Rand must not be rounded off. Annual leave over-granted is calculated as working days.

EXAMPLE 8: Middle Management Service (MMS) employees

A member has been over-granted 10 days leave. The member's all-inclusive salary package at that stage is R 369 000

$$\frac{A \times B}{260.714}$$

Where-

A	=	represents the employee's remuneration (i.e. all inclusive package)
B	=	represents the number of days annual leave over-granted
260.714	=	represents the number of working days in a year

STEP 1

R 369 000 X 10 days = R3 690 000

STEP 2

$$\frac{\text{R3 690 000}}{260.714}$$

= R14 153.44 (value in Rand of leave days being over-granted)

Note: **The value in Rand must not be rounded off. Annual leave over-granted is calculated as working days.**

Calculating Unpaid Leave

EXAMPLE 9: Employees levels 1 - 10

An employee has taken 15 calendar days unpaid leave. The employee's annual basic salary at that stage is R83 656:

$$\frac{A \times B}{365}$$

Where-

A = Represents the employee's remuneration (i.e. annual basic salary)

B = represents the number of days annual leave without pay (i.e. **calendar** days)

365 = number of calendar days in a year

STEP 1

$$\frac{R83\,656 \times 15 \text{ days}}{365}$$

STEP 2

$$\frac{R1\,254\,840}{365} = R3\,437.91 \text{ (value in Rand of leave taken without pay)}$$

Note: The value in Rand must not be rounded off. Leave without pay is calculated as calendar days

EXAMPLE 10: Middle Management Service (MMS) Employees

A member has taken 15 calendar days unpaid leave. The member's all-inclusive remuneration package at that stage is R 369 000:

$$\frac{A \times B}{365}$$

Where-

A = Represents the employee's remuneration (i.e. the all inclusive package)

B = represents the number of days annual leave without pay (i.e. **calendar** days)

365 = number of **calendar** days in a year

STEP 1

$$\frac{\text{R 369 000 x 15 days}}{365}$$

STEP 2

$$\frac{\text{R5 535 000, 00}}{365}$$

= R15 164, 38 (value in Rand of leave taken without pay)

Note: **The value in Rand must not be rounded off. Leave without pay is calculated as calendar days.**

ANNEXURE C

LIST OF THE RECOGNISED EMPLOYEE ORGANISATIONS

DENOSA/SAMA

HOSPERSA/NATU/NUPSAW

NAPTOSA/SAOU

NEHAWU/PAWUSA

POPCRU/SASAWU

PSA/UNIPSAWU/NPSWU

SADTU/CTPA

SAPU/PEU

POLICY AND PROCEDURE ON INCAPACITY LEAVE AND ILL-HEALTH RETIREMENT (PILIR)

AUGUST 2021

DETERMINED IN TERMS OF SECTION 3(2) READ WITH SECTION 5(6) OF THE PUBLIC SERVICE ACT, 1994, AS AMENDED BY THE MINISTER FOR THE PUBLIC SERVICE AND ADMINISTRATION

TABLE OF CONTENTS

POLICY AND PROCEDURE ON INCAPACITY LEAVE AND FOR ILL-HEALTH RETIREMENT (HEREIN REFERRED TO AS THE PILIR)

1. DEFINITIONS

In the *PILIR* any term to which a meaning has been assigned in the PSA bears that meaning and, unless the context otherwise indicates-

1.1. "designated office" means the office/s identified by the Head of Department for processing of PILIR applications

1.2. "DPSA" means the Department of Public Service and Administration;

1.3. "employment legislation" means the PSA, read with the Public Service Regulations, 2001, as amended and laws governing the appointment of persons in the services and state educational institutions;

1.4. "Employer " means the Head of Department or his/her designated office, which will be responsible for the handling and investigation of incapacity leave applications and ill-health retirement applications;

1.5. "GEPF" means the Government Employees Pension Fund;

1.6. "Head of Department" means the incumbent of a post mentioned in the second column of Schedules 1, 2 and 3 of the PSA;

1.7. "Health Risk Manager" means an independent natural or juristic person appointed by the Employer to advise on the granting of incapacity leave and ill-health retirement of employees;

1.8. "incapacitated" means the inability to perform some or all of one's assigned functions as a result of incapacity;

1.9. "incapacity" means an illness or injury;

1.10. "Injury on duty" – refers to an occupational disease or an occupational injury as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993 as amended

1.11. "Leave Determination" means the Determination and Directive on Leave of Absence in the Public Service made by the Minister for Public Service and Administration in terms of section 3(2) read with section 5(6) of the PSA, as amended from time to time;

1.12. "LRA" means the Labour Relations Act, 1995 (Act 66 of 1995), as amended;

1.13. "MISS" means the Minimum Information Security Standards as approved by Cabinet in 1996;

1.14. "PSA" means the Public Service Act, 1994 (promulgated under proclamation 103 of 1994, as amended;

1.15. "PSCBC" means the Public Service Co-ordinating Bargaining Council; and

1.16. "services" means the South African Police Service and the Department of Correctional Services

1.17. "sufficient proof" means enough accurate information from acceptable medical sources to allow the Employer to make an independent medical assessment regarding the nature and severity of the employee's medical condition.

2. SCOPE

The PILIR applies to all employees appointed in terms of the Public Service Act, 1994, as amended. Where persons employed in the services or state educational institutions are not excluded from the provisions of the *PILIR,* those provisions apply only in so far as they are not contrary to the laws governing their employment.

3. OVERVIEW

3.1. DETERMINATION AND DIRECTIVE ON LEAVE OF ABSENCE IN THE PUBLIC SERVICE (Leave Determination)

The leave dispensation as determined in the *Leave Determination*, read with the applicable collective agreements[1], provides for normal sick leave of 36 working days in a sick leave cycle of three years. If an employee has exhausted his/her normal sick leave, the Employer, may at his/her discretion grant additional incapacity leave, i.e. temporary incapacity leave and where applicable permanent incapacity leave. For this purpose the Employer must conduct an investigation into the nature and extent of the employee's incapacity. Such investigations must be carried out in accordance with item 10(1) of Schedule 8 of the LRA.

3.2. ILL-HEALTH RETIREMENTS IN TERMS OF EMPLOYMENT LEGISLATION

3.2.1. The provisions regulating ill-health retirements are contained in the applicable employment legislation.

3.2.2. The Employer may, in terms of the applicable employment legislation, consider on the basis of medical evidence, the discharge of an employee on account of ill-health.

3.2.3. The Employer may, in addition to medical evidence presented by the employee, request the employee to undergo a medical examination.

4. OBJECTIVES

The objectives of the *PILIR* are to set up structures and processes, which will ensure-

4.1. intervention and management of incapacity leave in the workplace to accommodate temporary or permanently incapacitated employees; and

4.2. that opportunities for rehabilitation, re-skilling, re-alignment and retirement, where applicable, of temporary or permanently incapacitated employees are identified for the Employer's further attention.

5. MISSION

The mission of *the PILIR* is to-

[1]PSCBC Resolution 7 of 2000 as amended by PSCBC Resolutions 5 of 2001, PSCBC Resolution 15 of 2002 and PSCBC Resolution 1 of 2007

5.1. adopt a holistic approach to health risk management, by seeking synergies with wellness and disease management programmes provided by employees' medical schemes and by implementing sick leave management as well as rehabilitation and re-skilling structures in conjunction with health risk management;

5.2. prevent abuse of sick leave by managing incapacity or ill-health as far as possible;

5.3. adopt a scientific approach to health risk management based on sound medical, actuarial and legal principles;

5.4. involve the various stakeholders in the health risk management processes and structures;

5.5. implement health risk management that is consistent, fair and objective; and

5.6. support health risk management that is cost effective and financially sound.

6. ROLE PLAYERS

In the management of incapacity leave and ill-health retirement, the role players will be the following:

6.1. The **DPSA**: The **DPSA** will develop and maintain *the PILIR*. The **DPSA** shall be centrally responsible for the appointment of a panel of accredited Health Risk Managers. The **DPSA** will also provide advice on the interpretation and application of the *PILIR*.

6.2. The **Government Employees Pension Fund (GEPF):** The GEPF shall deal with the processing of Employer-approved applications for ill-health retirements.

6.3. The **Health Risk Manager:** The Health Risk Manager is an entity of independent multi-disciplinary medical experts, specializing in occupational medicine, appointed by the DPSA to a panel of accredited Health Risk Managers and individually contracted by the Employer, to assess and provide advice to the Employer in respect of an employee's application for incapacity leave and ill-health retirement within specified timeframes. The systems and administrative capacity for handling the volume of forms, as well as the medical knowledge and experience to do incapacity leave and ill-health retirement assessments are the responsibility of the Health Risk Manager. The Health Risk Manager shall provide regular reports to the **DPSA** and the Employer.

6.4. The **Employer:** The Employer is for purposes of the PILIR, the departments and organisational components listed in Schedules 1 to 3 of the PSA. The Employer shall, in terms of the PILIR, be responsible to assign the designated office(s) for purposes of the PILIR, process applications and complete reports within the specified time frames. Where applicable the Employer will engage with the Health Risk Manager, the **DPSA** and the GEPF. The Employer shall, within the scope of his/her authority and with due consideration of the Health Risk Manager's advice, take a final decision on an employee's application for incapacity leave and/or ill-health retirement.

6.5. The **Employee***:* The employee shall submit application forms for either incapacity leave or ill-health retirement. The employee shall submit all required documentation e.g. medical certificates, reports, etc. as determined in terms of the *PILIR* and in accordance with the *Leave Determination*.

7. THE MANAGEMENT OF TEMPORARY AND PERMANENT INCAPACITY LEAVE

7.1. TEMPORARY INCAPACITY LEAVE

7.1.1. Incapacity leave is not an unlimited amount of additional sick leave days at an employee's disposal. Incapacity leave is additional sick leave granted conditionally at the Employer's discretion, as provided for in the *Leave Determination* and the *PILIR*.

7.1.2. An employee who has exhausted his/her normal sick leave, referred to in the *Leave Determination*, during the prescribed leave cycle and who according to the treating medical practitioner requires to be absent from work due to a temporary incapacity, may apply for temporary incapacity leave with full pay on the applicable application forms prescribed in terms of the *PILIR* **in respect of each occasion**.

7.1.3. For purposes of managing temporary incapacity leave and the application of the *PILIR*, temporary incapacity leave is regarded to be-

7.1.3.1. a short period of incapacity leave, if the employee is absent for not longer than 29 working days per occasion, after the normal sick leave credit have been exhausted, in a sick leave cycle; and

7.1.3.2. a long period of incapacity leave, if the employee is absent for 30 working days or more per occasion, after the normal sick leave credit have been exhausted, in a sick leave cycle.

7.1.4. Applications for temporary incapacity leave must be submitted on the following prescribed application forms:

7.1.4.1. Annexure A for short periods of incapacity leave; or

7.1.4.2. Annexure B for long periods of incapacity leave.

7.1.5. For an employee's application for temporary incapacity leave to be considered the -

7.1.5.1. employee must submit sufficient proof that s/he is too ill/injured to perform his/her work

7.1.5.2. application form must, regardless the period of absence, be accompanied by a medical certificate with the medical information form in support of the mandatory medical certificate in the case of a short period of temporary incapacity leave, issued and signed by a medical practitioner and if the employee has consented, the nature and extent of the incapacity. Please also refer to the Leave Determination for further details on the acceptance of medical certificates;

7.1.5.3. employee is in accordance with item 10(1) of Schedule 8 to the LRA afforded the opportunity to submit together with his/her application form-

(a) any medical evidence related to the medical condition of the employee, such as medical reports from a specialist, blood test results, x-ray results or scan results, obtained at the employee's expense; and

(b) any additional written motivation supporting his/her application;

7.1.5.4. employee is requested to give his/her consent that medical information/records be disclosed to the Employer and/or its Health Risk Manager and to undergo further medical examinations in terms of the assessment process described in the *PILIR*. Where the employee chooses not to grant consent the employee's application will be assessed based on the available information at the employer's disposal, only.

7.1.6. An employee must submit his/her application for temporary incapacity leave in respect of clinical procedures in advance, unless the treating medical practitioner certifies that such procedures have to be conducted as an emergency.

7.1.7. If overcome by a sudden incapacity, the employee must personally notify his/her supervisor/manager **immediately.** A verbal message to the supervisor/manager by a relative, fellow employee or friend is only acceptable if the nature and/or extent of the incapacity prevents the employee to inform the supervisor/manager personally.

7.1.8. An employee must submit an application form for temporary incapacity leave personally or through a relative, fellow employee or friend within 5 working days after the first day of absence.

7.1.9. If the employee fails to submit an application within the period indicated in paragraphs 7.1.8, above, the following arrangements apply:

7.1.9.1. The employee's manager/supervisor must immediately notify the employee that if such application is not received within 2 working days, the sick leave period will be deemed to be leave without pay. If the employee fails to submit the application on time or submit compelling reasons or compelling reasons exist why the application cannot be submitted, the supervisor/manager must immediately inform the relevant personnel section/office in writing that relevant absence must be covered by annual leave (with the employee's consent) and/or unpaid leave if insufficient annual leave credits are available and if the employee failed to notify the Employer of his/her choice.

7.1.9.2. Failure by the employee to submit an application form within the stated periods, or failure by the supervisor/manager to properly manage it, must be viewed in a serious light given the financial and service delivery implications. Disciplinary steps should be taken against both the supervisor/manager and the employee. For this purpose the employee must be charged with unauthorised absence from work, and the supervisor/manager must be charged with failure to comply with or contravening an Act, regulation or legal obligation.

7.2. SHORT PERIOD OF TEMPORARY INCAPACITY LEAVE (1-29 working days requested per occasion)

7.2.1. The Employer must immediately on receipt of the employee's completed application in the designated office register the date of receipt on the application form and a central register/database.

7.2.2. The Employer must ***within 5 working days*** from receipt of the employee's completed application for temporary incapacity leave-

7.2.2.1. verify that the employee has-

(a) completed and signed Parts A and B or C of the application form. An incomplete and unsigned application form should not be accepted and must immediately be returned to the employee for completion and/or signature. The returned application form must be resubmitted within five (5) working days. Failure by the employee to resubmit the application within the specified timeframe must be dealt with in accordance with paragraph 7.1.9.2 above. The date on which the employee re-submits his/her complete and signed application to the Employer will be deemed the date of receipt for purposes of the *PILIR* and the *Leave Determination*; and

(b) attached to his/her application the under-mentioned documents/ information. The checklist provided at Part E of the application form must be used for this purpose. The Employer must not remove any documents provided additionally by the employee, since it may jeopardise the outcome of the application. If an employee, with his/her application, enclosed a sealed envelope marked for the attention of the Health Risk Manager, such envelope must not be opened and be forwarded to the Health Risk Manager with the application as is.

i) **Compulsory information**

A medical certificate, as determined in the *Determination and Directive on Leave of Absence in the Public Service,* with the medical information form (Appendix 1 of Annexure A) in support of the medical certificate.

ii) **Recommended information**

A. Current medical reports not older than 6 months. Reports for applications based on psychiatric conditions must not be older than 2 months;

B. Current blood tests, x-ray results, scan results, etc; and

C. Additional written motivation provided by the employee;

(c) verify that the employee's supervisor completed and signed Part D of the application form. An incomplete and unsigned application form must immediately be returned to the supervisor/manager. The returned application form must be resubmitted within ten (5) working days. Failure by the supervisor to resubmit the application form within the specified timeframe must be dealt with in accordance with paragraph 7.1.9.2 above.

7.2.2.2. **conditionally** grant a maximum of 29 consecutive working days temporary incapacity leave with full pay subject to the outcome of his/her investigation into the nature and extent of the employee's incapacity.. The employee must accordingly be notified in writing. Use the example of the *pro forma* letter at Annexure C; and

7.2.2.3. **immediately** complete the department's report to the Health Risk Manager provided for in Part E of the application form and refer the application form to the Health Risk Manager together with -

(a) the employee's sick leave records[2] for at least the current sick leave cycle and if available for the previous sick leave cycle;

(b) the employee's annual and other leave records for the corresponding periods; and

(c) the relevant Shift Roster if an employee is a shift worker.

(A summary of the employee's leave record could be retrieved from PERSAL, i.e. the dedicated PERSAL function is # 4.5.11-Enquiry: Leave/Leave Credits).

7.2.3. The Health Risk Manager must acknowledge receipt of the above-mentioned report within **2 working days** and confirm in writing that the Employer shall receive feedback on the application within ***12 working days inclusive of the aforementioned 2 working days***. It is incumbent on the Employer to confirm that the Health Risk Manager received the report and required attachments.

7.2.4. The Health Risk Manager must then undertake an assessment. The purpose of the assessment is to-

7.2.4.1. determine the validity of the application for temporary incapacity leave;

7.2.4.2. determine the need for ongoing temporary incapacity leave;

7.2.4.3. determine the appropriate duration of the leave;

7.2.4.4. provide preliminary advice on the management of the condition; and

7.2.4.5. advise a full health assessment, if applicable.

7.2.5. guidelines for incapacity assessment at Annexure G to enhance objective, equitable and consistent advice and decision-making. The assessment by the Health Risk Manager shall include, among others-

7.2.5.1. analysis and scrutiny of the available medical information, sick leave certificate(s)by a medical practitioner, the medical information form in support of the medical certificate (Appendix 1 of Annexure A) and sick leave profile for the current and previous (if applicable) sick leave cycles, in conjunction with the employee's annual leave profile for the corresponding periods (if available);

7.2.5.2. if the employee has consented thereto, contact with the treating medical practitioner to verify information where necessary; and

7.2.5.3. categorising the application for temporary incapacity leave into one of the categories referred to in paragraph 7.2.6 hereunder and prepares advice to the Employer on the basis thereof.

[2] Sick leave records include all previous applications for normal sick and or incapacity leave plus supporting documents such as the medical certificates and, if available, medical reports.

7.2.6. The Health Risk Manager must divide applications for short periods of incapacity leave into the following categories:

7.2.6.1. Employees who applied for clearly invalid reasons and for whom temporary incapacity leave should be declined.

7.2.6.2. Employees who applied for valid reasons and for whom temporary incapacity leave should be granted for a certain period.

7.2.6.3. Employees who applied for valid reasons and to whom temporary incapacity leave should be granted subject to them undergoing specified medical treatment.

7.2.6.4. Employees who applied for valid reasons and who must undergo a secondary assessment in accordance with the PILIR.

7.2.7. The Health Risk Manager may request further information before concluding its advice to the Employer.

7.2.8. The Health Risk Manager must, while maintaining and protecting the confidentiality relating to medical information, in the event of the categories contemplated in paragraph 7.2.6 above, forward its advice to the Employer. Applications falling under the category sited in paragraph 7.2.6.4 must be dealt with in accordance with the assessment procedure for long periods of temporary incapacity leave as set out in paragraph 7.3.5.

7.2.9. The Employer must within 30 working days after the receipt of both the application form and medical certificate referred to in paragraphs 7.1.4 and 7.1.5, approve or refuse temporary incapacity leave granted conditionally. In making a decision, the Employer must apply his/her mind to the medical certificate (with or without describing the nature and extent of the incapacity) contemplated in paragraph 7.1.5.2, the medical information form in support of the medical certificate (Appendix 1 of Annexure A), medical information/records contemplated in paragraph 7.1.5.4 (if the employee consented to disclosure), the Health Risk Manager's advice, the additional information supplied by the employee in paragraph 7.1.5.3 (if any) and all other relevant information available to the Employer and based thereon approve or refuse the temporary incapacity leave granted conditionally, on conditions that the Employer may determine, e.g. to return to work, etc.

Please use Part F of the application form for purposes of the decision-making process.

7.2.10. If the Employer -

7.2.10.1. approves the temporary incapacity leave granted conditionally, such leave must be converted into temporary incapacity leave; or

7.2.10.2. refuses the temporary incapacity leave granted conditionally, s/he must notify the employee in writing-

(a) of the refusal;

(b) of the reasons for the refusal;

(c) that if s/he is not satisfied with the Employer's decision, that s/he may lodge a grievance as contemplated in paragraph 13 of this policy; and

(d) that s/he must notify the Employer in writing within 5 working days of the date of the notice to him/her, whether or not the period of conditional incapacity leave must be covered by annual leave (to the extent of the available annual leave credits) or unpaid leave and that, if s/he fails to notify the Employer of his/her choice, the period will be covered by unpaid leave.

Please refer to an example of a draft reply at Annexure D. The draft reply must be adapted according to the circumstances of each individual case.

7.2.11. The Employer must cover the period of absence, referred to in paragraph 7.2.10.2 in accordance with the employee's written notification or, if the employee fails to notify that the Employer in terms of that paragraph or the annual leave credits are insufficient, the relevant period of absence must be covered by unpaid leave. In instances where incapacity leave is declined which originated in the previous leave cycle, an employee has the option to have the period covered by unpaid leave or to request that annual leave of the current leave cycle be utilised to offset the declined incapacity leave.

7.3. LONG PERIODS OF TEMPORARY INCAPACITY LEAVE (30 working days or more requested per occasion)

7.3.1. An employee in this category may be subjected to a full assessment by the Health Risk Manager, which may include a second or further medical opinion and/or functional assessment by an occupational therapist. This will allow proper and detailed evaluation of the employee's health condition and the opportunity to assess whether the condition is serious enough to warrant temporary incapacity leave for a long period or otherwise, and where applicable alternate employment, or to adapt the work circumstances/duties of the employee in order to accommodate the employee, in his/her work environment. The assessment process shall take place in two stages, where necessary.

7.3.2. The Employer must immediately, on receipt of the employee's application in the designated office, register the date of receipt on the application form, as well as a central register/database.

7.3.3. The Employer must ***within 5 working days*** from receipt of the employee's application for temporary incapacity leave-

7.3.3.1. verify that the employee has-

(a) completed and signed Parts A and B or C of the application form, and obtained his/her medical practitioners inputs as per Part D of the application form. An incomplete and unsigned application form should not be accepted and must immediately be returned to the employee for completion and/or signature. The returned application form must be resubmitted within ten working (5) days. Failure by the employee to resubmit the application within the specified timeframe must be dealt with in accordance with paragraph 7.1.9.2 above. The date on which the employee re-submits his/her complete and signed application to the Employer will be deemed the date of receipt for purposes of the *PILIR* and the *Leave Determination*; and

(b) attached to his/her application the under-mentioned documents/ information. Please use the checklist at Part F, provided on the application form. The Employer must not remove any documents provided additionally by the employee, since it may jeopardise the outcome of the application. If an employee, with his/her application, enclosed a sealed envelope marked for the attention of the Health Risk Manager, such envelope must not be opened and be forwarded to the Health Risk Manager with the application as is.

i) **Compulsory information**

A medical certificate as determined in the *Leave Determination*.

ii) **Recommended information**

A. Current medical reports not older than 6 months. Reports for applications based on psychiatric conditions must not be older than 2 months;

B. Current blood tests, x-ray results, scan results, etc; and

C. Additional written motivation provided by the employee.

(c) verify that the employee's supervisor completed and signed Part E of the application form. An incomplete and unsigned application form must immediately be returned to the supervisor. The returned application form must be resubmitted within five (5) working days. Failure by the supervisor to resubmit the application form within the specified timeframe must be dealt with in accordance with paragraph 7.1.9.2 above.

7.3.3.2. **conditionally** grant a maximum of 30 consecutive working days temporary incapacity leave with full pay subject to the outcome of his/her investigation into the nature and extent of the employee's incapacity. The employee must accordingly be notified in writing. Use the example of the *pro forma* letter at Annexure C; and;

7.3.3.3. **immediately** complete the department's report to the Health Risk Manager provided for in Part F of the application form and refer the application form to the Health Risk Manager together with -

(a) the employee's sick leave records[3] for at least the current sick leave cycle and if available for the previous sick leave cycle;

(b) the employee's annual and other leave records for the corresponding periods;

(c) the relevant shift roster if an employee is a shift worker; and

[3] Sick leave records include all previous applications for normal sick and or incapacity leave plus supporting documents such as the medical certificates and, if available, medical reports.

(d) the medical report issued in terms of section 17(3)(b) of the BCEA, 1997 if the employee performs on a regular basis work between 23:00 and 06:00 the next day and has requested to be subjected to a medical examination.

(A summary of the employee's leave records could be retrieved from PERSAL, i.e. the dedicated PERSAL function is # 4.5.11-Enquiry: Leave/Leave Credits).

7.3.4. The Health Risk Manager must acknowledge receipt of the above-mentioned report within ***2 working days*** and confirm in writing that the Employer shall receive feedback on the application ***within 12 working days inclusive of the aforementioned 2 working days***. It is incumbent on the Employer to confirm that the Health Risk Manager received the documentation as required.

7.3.5. Assessment Process By The Health Risk Manager

7.3.5.1. **Primary Assessment**

(a) The Health Risk Manager must within *12 working days* advise the Employer on the employee's application for temporary incapacity leave for either the full period, if a secondary assessment is not necessary, or a maximum of 30 working days in those instances where a need has been identified for a secondary assessment.

(b) The purpose of the assessment is to-

i) determine the validity of the application for temporary incapacity leave;

ii) determine the need for ongoing temporary incapacity leave;

iii) determine the appropriate duration of the leave;

iv) provide preliminary advice on the management of the condition; and

v) advise a full health assessment, if applicable.

(c) The assessment by the Health Risk Manager must include, among other, the following:

i) The scrutiny of the available medical information; sick leave certificate(s) by a medical practitioner, additional information provided by the employee with his/her application in the form of the medical reports, test results and additional motivation, as well as the employee's sick leave profile for the current and previous (if applicable) sick leave cycles, in conjunction with the employee's annual leave profile for the corresponding periods (if available).

ii) If the employee consented thereto, contact with the treating medical practitioner to verify information where necessary.

iii) The impact that the employee's medical condition has on his/her work performance and work attendance, if possible.

iv) By categorising the application for temporary incapacity leave into one of the categories referred to in paragraph 7.3.5.2 (e).

(d) The Health Risk Manager must forward its advise on the outcome of the primary assessment to the Employer in respect of the following:

i) The validity of the application for incapacity leave.

ii) The appropriate duration of the leave.

iii) The categories contemplated in par. 7.3.6.2 (e), whilst maintaining confidentiality relating to medical information.

iv) The need of the Health Risk Manager to proceed with the secondary assessment to thoroughly investigate-

A the necessity for ongoing temporary incapacity leave;

B the management of the condition; and

C whether the incapacity is of a permanent nature and whether the Employer should investigate and consider alternate employment, or to adapt the work circumstances/duties of the employee in order to accommodate the employee, or to retire the employee on grounds of ill-health.

In such event, the Health Risk Manager must immediately continue with the secondary investigation.

(e) The Employer must within 30 working days after the receipt of both the application form and medical certificate referred to in paragraphs 7.1.4 and 7.1.5.2, approve or refuse temporary incapacity leave granted conditionally, or where applicable the approval or refusal of additional temporary incapacity leave. In making a decision, the Employer must apply his/her mind to the medical certificate (with or without describing the nature and extent of the incapacity) contemplated in paragraph 7.1.5.2, medical information/records contemplated in paragraph 7.1.5.4 (if the employee consented to disclosure), the Health Risk Manager's advice, the additional information supplied by the employee in paragraph 7.1.5.3 (if any) and all other relevant information available to the Employer and based thereon approve or refuse the temporary incapacity leave granted conditionally, on conditions that the Employer may determine, e.g. to instruct the employee to return to work while the secondary assessment is undertaken. Such instruction should however, be considered and applied with circumspect. However, should the employee fail to adhere to such an instruction s/he expose him/herself to possible disciplinary action.

Please use Part G of the application form for purposes of the decision-making process.

(f) If the Employer -

(i) approves the temporary incapacity leave granted conditionally, such leave must be converted into temporary incapacity leave; or

(ii) refuses the temporary incapacity leave granted conditionally, s/he must notify the employee in writing-

A. of the refusal;

B. of the reasons for the refusal;

C. that if s/he is not satisfied with the Employer's decision, that s/he may lodge a grievance as contemplated in par. 10; and

D. that s/he must notify the Employer in writing within 5 working days of the date of the notice to him/her, whether or not the period of conditional incapacity leave must be covered by annual leave (to the extent of the available annual leave credits) or unpaid leave and that, if s/he fails to notify the Employer of his/her choice, the period will be covered by unpaid leave.

Please refer to an example of a draft reply at Annexure D. (This letter must be adapted according to the circumstances of each individual case).

(g) The Employer must cover the period of absence, referred to in paragraph 7.3.5.2(e) in accordance with the employee's written notification or, if the employee fails to notify that the Employer in terms of that paragraph or the annual leave credits are insufficient, the relevant period of absence must be covered by unpaid leave. In instances where incapacity leave is declined which originated in a previous leave cycle, an employee has the option to have the period covered by unpaid leave or to request that annual leave of the current leave cycle be utilised to offset the declined incapacity leave.

(h) In the instance where the Health Risk Manager identified and continued with the need for the secondary assessment, the employee must be informed concurrently with the decision in paragraph 7.3.5.2(e), and the fact that s/he has to avail him/herself for possible medical examinations, if the employee has given his/her consent. The Employer may in such an instance conditionally grant the employee additional days' temporary incapacity leave pending the outcome of the secondary assessment.

7.3.5.2. <u>Secondary Assessment</u>

(a) Once the Health Risk Manager has identified the need for a secondary assessment in its advice to the Employer, it must automatically continue with such an assessment.

(b) For purposes of the secondary assessment the Health Risk Manager or the Employer may request additional information from either the Employer and/or the employee to-

i) investigate, verify or expand information received;

ii) provide further independent and impartial opinions on the nature and extent of the condition/s on which the application is based; and/or

iii) ascertain more precisely the functional implications of the condition(s) on the employee's work performance.

(c) Once there is adequate information, consistent criteria will be applied to assess an application in an objective and equitable manner to determine the nature and extent of the employee's incapacity, with due consideration to-

i) the need for ongoing temporary incapacity leave (i.e. beyond 30 working days),

ii) the management of the condition; and

iii) whether the incapacity is of a permanent nature and whether the Employer should investigate and consider alternate employment, or to adapt the work circumstances/duties of the employee in order to accommodate the employee, or to retire the employee on grounds of ill-health.

(d) The Health Risk Manager must in the assessment of the employee's application consider the following aspects:

i) The nature and extent of the physical impairment, with reference to factors such as mobility, strength, co-ordination, balance, vision, hearing and pain.

ii) The nature and extent of psychological/mental impairment, with reference to factors such as mood, cognition, behaviour, communication and motivation.

iii) Job specific factors, such as activities of daily work, key performance areas, specific occupational requirements, quality of work, productivity and work habits.

iv) Duration of the condition.

v) Residual functional capacity of the employee (the employee's capabilities despite the medical condition/s), with reference to factors such as effort, tolerance, endurance and psychological functioning.

vi) Potential to perform alternative work, taking into account the particular employee's education, training, work experience, aptitude and age.

vii) Rehabilitation and re-skilling potential, taking into account the reasonableness thereof with regard to the particular medical condition, the anticipated outcome, the availability of an appropriate service provider, the duration and cost.

viii) Future earning potential of an employee, considering existing skills and plans to generate income.

(e) The Health Risk Manager must divide applications for a long period of temporary incapacity leave into the following categories:

i) Employees who applied for clearly invalid reasons and for whom temporary incapacity leave should be declined.

ii) Employees who applied for valid reasons and for whom temporary incapacity leave should be granted for a certain period.

iii) Employees who applied for valid reasons and to whom temporary incapacity leave should be granted subject to them undergoing specified medical treatment.

iv) Employees who applied for valid reasons and in respect of whom the Health Risk Manager advised that his/her incapacity is permanent and whose cases the Employer needs to investigate/consider with a view to alternate employment, or to adapt the work circumstances/duties of the employee in order to accommodate the employee, or to retire the employee on grounds of ill-health, if applicable.

(f) While the secondary assessment is undertaken, the Employer may instruct an employee to return to work, if considered appropriate. If an employee-

i) fails to adhere to such instruction; or

ii) presents a medical certificate for the same condition under consideration, the employee may expose him/herself for possible disciplinary action.

(g) If an application falls under any of the listed categories in (i) to (iv), contemplated in subparagraph (e) above, the Health Risk Manager must advise the Employer, within 40 working days from the commencement of the secondary assessment, on the application, while maintaining the confidentiality relating to medical information.

(h) The Employer must apply his/her mind to the medical certificate (with or without describing the nature and extent of the incapacity) contemplated in paragraph 7.1.5.2, medical information/records contemplated in paragraph 7.1.5.4 (if the employee consented to disclosure), the Health Risk Manager's advice, the additional information supplied by the employee in terms of paragraph 7.1.5.3 (if any) and all other relevant information available to the Employer and based thereon decides on-

i) the approval or refusal of the ongoing temporary incapacity leave,

ii) the management of the employee's medical condition;

iii) the approval or refusal of the additional days temporary incapacity leave granted pending the outcome of the secondary assessment;

iv) other conditions which the Employer may deem fit, e.g. to instruct the employee to return to work;

v) whether the condition is permanent, and if so action plans to implement the Health Risk Manager's advice in respect of the possible alternate employment, adaptation of the employee's work circumstances/duties or to retire the employee on grounds of ill-health (if applicable)

(i) If the Employer -

i) approves the temporary incapacity leave granted conditionally, such leave must be converted into temporary incapacity leave; or

ii) refuses the temporary incapacity leave granted conditionally, s/he must notify the employee in writing-

A. of the refusal;

B. of the reasons for the refusal; and

C. that he is not satisfied with the Employer's decision, that s/he may lodge a grievance as contemplated in par. 10; and

D. that s/he must notify the Employer in writing within 5 working days of the date of the notice to him/her, whether or not the period of conditional incapacity leave must be covered by annual leave (to the extent of the available annual leave credits) or unpaid leave and that, if s/he fails to notify the Employer of his/her choice, the period will be covered by unpaid leave.

Please refer to an example of a draft reply at Annexure D. The draft reply must be adapted according to the circumstances of each individual case).

(j) The Employer must cover the period of absence, referred to in paragraph (i) ii) in accordance with the employee's written notification or, if the employee fails to notify that the Employer in terms of that paragraph or the annual leave credits are insufficient, the relevant period of absence must be covered by unpaid leave. In instances where incapacity leave is declined which originated in a previous leave cycle, an employee has the option to have the period covered by unpaid leave or to request that annual leave of the current leave cycle be utilised to offset the declined incapacity leave.

7.4. PERMANENT INCAPACITY LEAVE

7.4.1. An employee shall not directly access or apply for permanent incapacity leave. The Employer may grant an employee up to a maximum of 30 working days' permanent incapacity leave once s/he has following the above-mentioned assessment process determined that an employee's condition is permanent. The Employer must during this period and in accordance with the advice of the Health Risk Manager, ascertain the feasibility of-

(a) alternative employment; or

(b) adapting duties or work circumstances to accommodate the employee.

7.4.2. An employee, whose degree of incapacity has been certified as permanent but who can still render a service, may be redeployed horizontally with retention of his or her benefits. If the redeployment necessitates reallocation to a job of a lower grading, it must be explained well in advance and the continued utilisation of the employee must, in this regard, be with her or his consent. If the employee's redeployment entails retraining or retooling, the Employer must take requisite resources (time and financial) and potential returns into consideration before approving redeployment. The redeployment of an employee's services must ensure the optimal utilisation of her or his competencies and may not compromise service delivery.

7.4.3. If an employee refuses to accept the adapted duties or to move to alternative employment, which is more suitable for his/her incapacity, the Employer may, subject to due process being followed, terminate the services of the employee concerned on grounds of operational reasons in accordance with paragraph 17(2)(b) of the PSA.

7.4.4. If both the Employer and the employee are convinced that the employee will never be able to render an effective service at her or his level or rank, the employee/Employer may proceed with the process of termination of service on grounds of ill-health, which be dealt with in terms of section 17(2)(a) of the PSA.

7.4.5. The Employer may extend the period, referred to in paragraph 7.4.1, up to a maximum 30 working days in order to finalise processes already commenced. If the processes are not completed within the 60 working days, the case must be referred to the Director-General: Public Service and Administration together with a report explaining the reasons for the delay.

8. INJURY ON DUTY

8.1. Injury on duty cases should strictly be dealt with in terms of the processes determined in the COIDA and should not be dealt with through the PILIR process.

8.2. The absences of these employees are to be covered by Leave for Occupational Injuries and Diseases provided for in the Leave Determination.

9. EMPLOYEES WHO PASSED AWAY

9.1. If an employee passes away after submitting an application for temporary incapacity leave a decision on such application must be made where the information provided is sufficient. However, where a decision cannot be made due to a lack of information, the Head of Department or his/her

delegate must approve such application for temporary incapacity leave and close the application. Any decision must take into account the recommendation from the Health Risk Manager.

10. ILL-HEALTH RETIREMENT

10.1. The Employer must submit an application for ill-health retirement as soon as it is evident that an employee may not be able to return to work following incapacity. An employee may decide to apply for ill-health retirement.

10.2. An application for ill-health retirement may be lodged even before an employee's normal sick leave credits have been exhausted.

10.3. The advantages of early submission include:

10.3.1. sufficient time for considering additional requirements, e.g. the possible redeployment, reskilling, etc. of the employee;

10.3.2. early commencement of processing payments;

10.3.3. allows time for appropriate action by the Employer when the application is repudiated; and

10.3.4. allows early intervention and management of a condition, thereby preventing it from resulting in permanent incapacity.

10.4. APPLICATION FOR ILL-HEALTH RETIREMENT

10.4.1. The ill-health retirement form at Annexure E must be completed and forwarded without delay to the Health Risk Manager with all the supporting information. However, if an employee was as a result of his/her application for incapacity leave, subject to a full assessment by the Health Risk Manager, the shortened application contemplated in paragraph 8.7 must be used.

10.4.2. The ill-health retirement form at Annexure E comprises of seven (7) parts, i.e.:

(a) Part A: Details of Employee

(b) Part B: Employee Consent Form

(c) Part C: Employee Refusal of Consent Form

(d) Part D: Medical Report (To be completed by the attending doctor)

(e) Part E: Motivation of Supervisor/Manager

(f) Part F: Report to the Health Risk Manager Completed by the Human Resources Division

(g) Part G: Final Decision by the Head of Department

10.4.3. Parts A to F must be completed before submission to the Health Risk Manager.

10.4.4. Part A: Details of Employee

10.4.4.1. The employee must complete this part. If s/he is unable to complete it (on account of health-related factors or language limitations), another person or a departmental representative may assist the employee in completing the form.

10.4.4.2. This part contains personal information on the employee, as well as a description of his/her impairment and its effect on his/her work duties.

10.4.4.3. A certified copy of the employee's Identification Document must be attached to the application.

10.4.5. Part B: Employee Consent Form

The employee must complete this part indicating his/her choice to grant consent.

10.4.6. Part C: Employee Refusal of Consent Form

The employee must complete this part indicating his/her choice not to grant consent.

10.4.7. Part D: Statement by the Treating Medical Practitioner

10.4.7.1. The medical practitioner(s), preferably a medical specialist treating the employee on whom the application is based, must complete this part. If a general practitioner completes the form, an additional report from a medical specialist specialising in the medical field related to the employee's condition, must be obtained and also submitted. If more than one medical practitioner is involved in the treatment of the employee, each of the medical practitioners must complete a form.

10.4.7.2. Any other relevant medical reports, results of investigations, such as X-rays, blood tests, ECG and histology results and reports by other health care professionals must be attached to the application.

10.4.7.3. The cost of consultations and completion of required reports by the medical practitioners is for the account of the employee.

10.4.8. Part E: Motivation of Supervisor/Manager

10.4.8.1. The employee's supervisor or manager must complete this part.

10.4.8.2. The purpose of this form is to gather information on the impact the employee's ill-health has on work performance in relation to his/her job demands as observed by the supervisor or manager and any feasible modifications to work duties and work environment that may be made to accommodate the employee.

10.4.9. Part F: Report to the Health Risk Manager Completed by the Human Resources Division

10.4.9.1. A Human Resources representative a must complete this part.

10.4.9.2. The following documents must be attached to the application:

(a) A job description;

(b) Copies of all sick leave forms and medical certificates for the current and previous leave cycle;

(c) The sealed envelope marked for the attention of the Health Risk Manager if supplied by employee;

(d) The relevant shift roster if an employee is a shift worker; and

(e) The medical report issued in terms of section 17 (3)(b) of the BCEA, 1997 if the employee performs on a regular basis work between 23:00 and 06:00 the next day and has requested to be subjected to a medical examination.

10.4.10. Part G: Final Decision By The Head Of Department

10.4.10.1. This part contain the decision of the Head of Department on the ill-health retirement requested

10.5. ASSESSMENT PROCESS

10.5.1. The Health Risk Manager must provide the employer with advice within 90 working days on the possible ill-health retirement of the employee.

10.5.2. The Health Risk Manager must assess an employee's application for ill-health retirement, which involves, amongst others, scrutinising the available medical and occupational information by the treating medical practitioners, conferring with the relevant medical practitioners (if necessary), obtaining a second opinion (if necessary) and additional information, if requested. The Health Risk Manager must provide its advice to the Employer with regard to the following:

10.5.2.1. The validity of the application for ill-health retirement.

10.5.2.2. The management of the condition, if applicable.

10.5.2.3. Whether the Employer should investigate and consider alternate employment, or to adapt the work circumstances/duties of the employee to accommodate the employee, if applicable.

10.5.3. The Health Risk Manager must consider the following factors:

10.5.3.1. The personal and occupational profiles of the employee, as obtained from the statements by the employee and the Employer.

10.5.3.2. The medical information detailing the nature and severity of the condition on which the application is based, as well as any additional information.

10.5.3.3. The impact that the medical condition has on the employee's work performance and work attendance.

10.5.4. The Health Risk Manager may request additional information to-

10.5.4.1. investigate, verify or expand information received; and/or

10.5.4.2. ascertain more precisely the functional implications of the condition(s) on the employee's work performance.

10.5.5. The Health Risk Manager may, depending on circumstances, request the Employer to supply information from selected internal sources, such as line managers and human resources practitioners.

10.5.6. The Health Risk Manager may also request information from external sources and service providers, which will be selected with reference to their expertise, impartiality and location and who would be appointed at the discretion of the Health Risk Manager. These include:

10.5.6.1. Independent medical specialists.

10.5.6.2. Occupational therapists for functional/work capacity assessments.

10.5.6.3. Psychologists.

10.5.6.4. Private investigators.

10.5.7. Once adequate information is available, the Health Risk Manager must in the assessment of an employee's application consider the following aspects:

10.5.7.1. The nature and extent of the physical impairment, with reference to factors such as mobility, strength, co-ordination, balance, vision, hearing and pain.

10.5.7.2. The nature and extent of psychological/mental impairment, with reference to factors such as mood, cognition, behaviour, communication and motivation.

10.5.7.3. Job specific factors, such as activities of daily work, key performance areas, specific occupational requirements, quality of work, productivity and work habits.

10.5.7.4. Duration of the condition and period away from work.

10.5.7.5. Residual functional capacity of the employee (the employee's capabilities despite the medical condition/s), with reference to factors such as effort, tolerance, endurance and psychological functioning.

10.5.7.6. Potential to perform alternative work, taking into account the particular employee's education, training, work experience, aptitude and age.

10.5.7.7. Rehabilitation and re-skilling potential, taking into account the reasonableness thereof with regard to the particular medical condition, the anticipated outcome, the availability of an appropriate service provider, the duration and cost.

10.5.7.8. Future earning potential of an employee, considering existing skills and plans to generate income.

10.5.8. The Health Risk Manager shall, with due consideration to its findings on the full assessment of the employee's application, provide advice to the Employer in respect of the following:

10.5.8.1. The validity of the application.

10.5.8.2. The extent of the incapacity (partial /full).

10.5.8.3. The appropriate duration of the incapacity (temporary/ permanent).

10.5.8.4. The potential for alternative work or workplace modifications.

10.5.8.5. The potential for rehabilitation or re-skilling.

10.5.8.6. Future strategy and requirements.

10.5.9. The Employer must, after due consideration to the advice from the Health Risk Manager, decide on the following:

10.5.9.1. Whether the indisposition is of a permanent/temporary nature.

10.5.9.2. The granting of incapacity leave, if applicable.

10.5.9.3. The outcome of the investigation, if applicable, with regard to-

(a) Alternate employment; and

(b) Adapting duties or work circumstances to accommodate the employee.

8.6.1.1 The retirement of the employee on grounds of ill-health, if applicable.

10.5.10. The Employer must inform the employee in writing of his/her decision, as well as the reasons for the decision.

10.5.11. Once it has been decided that the employee must be retired on grounds of ill-health, the Employer must, without delay, submit the prescribed forms, with copies of all the relevant documentation used for the assessment of the case, including the Health Risk Manager's advice, to the GEPF for instituting the payment of ill-health benefits.

10.5.12. If an employee refuses to accept the adapted duties or to move to alternative employment, which is more suitable for his/her incapacity or retirement on grounds of ill-health, the Employer may, subject to due process being followed, terminate the services of the employee concerned on grounds of operational reasons in accordance with paragraph 17(2)(b) of the PSA.

10.6. SHORTEND APPLICATION FOR ILL-HEALTH

If the Employer, following a full assessment of an employee for purposes of long temporary incapacity leave, decides that the employee should be retired on grounds of ill-health, the shortened application form for ill-health retirement at Annexure F must be completed and submitted without delay to the GEPF. Copies of the information, which was submitted to the Health Risk Manager, as well as a copy of the Health Risk Manager's advice must be attached to the application form.

11. EMPLOYEES STATIONED ABROAD

11.1. If an employee, who is stationed abroad, has to be subjected to a medical examination for purposes of the *PILIR*, the Department of International Relations and Co-operation shall-

11.1.1. assist the Health Risk Manager to identify an appropriate practitioner who could undertake an examination, if required; and

11.1.2. facilitate the necessary medical appointment and obtaining the practitioner's report.

11.2. The cost of medical expenses for members stationed outside the borders of the Republic of South Africa will be for the account of the Employer. The Health Risk Manager will only be expected to provide services in line with the fixed fee as provided for in the Service Level Agreement.

12. CONCURRENT APPLICATIONS FOR TEMPORARY INCAPACITY LEAVE AND ILL-HEALTH RETIREMENT

An employee, who has already exhausted his/her normal sick leave, may apply for temporary incapacity leave and for ill-health retirement at the same time. The Employer must submit both applications for incapacity leave and ill-health retirement **together** to the Health Risk Manager for an assessment in terms of the *PILIR*.

13. DIFFERENCES BETWEEN THE EMPLOYEE AND THE EMPLOYER

13.1. An employee who is not satisfied with a decision of the Employer may lodge a grievance as contemplated in terms of the rules made by the Public Service Commission.

13.2. In terms of section 35 of the PSA, the Employer requires new medical evidence to defend his/her decision. The costs of such medical evidence would be for the account of the Employer.

13.3. If the employee requires new medical evidence to prove of the substance of his/her grievance, the cost will be for the employee's account.

13.4. If an employee present, with his/her grievance or in the course of the resolution of the grievance, the Employer with new and materially different medical evidence than that which accompanied the application under dispute, the Employer may refer this new medical information to the Health Risk Manager for an assessment in the context of the application concerned. For this purpose the Employer **must submit the following documentation** to the Health Risk Manager:

13.4.1. a covering letter detailing the request;

13.4.2. a copy of the official grievance form;

13.4.3. the initial application of the employee.

The cost of this assessment will be for the Employer.

13.5. Until such time as the grievance has been resolved the Employer may not implement its decision.

13.6. If an employee refuses to accept the adapted duties or to move to alternative employment, which is more suitable for his/her incapacity or retirement on grounds of ill-health, the Employer may, subject to due process being followed, terminate the services of the employee concerned on grounds of operational reasons in accordance with paragraph 17(2)(b) of the PSA.

14. DIFFERENCES BETWEEN THE EMPLOYER AND HEALTH RISK MANAGER

14.1. The Health Risk Manager must, in accordance with the PILIR, provide its advice with regard to the granting of incapacity and the management of illnesses, where applicable, as well as the adjustment of the work environment to meet the incapacity of the employee.

14.2. The Employer, based upon the advice of the Health Risk Manager must take the final decision with regard to the granting of incapacity leave, alternate employment or the adjustment of the employees work environment. If the Employer deviates from the advice of the Health Risk Manager, s/he must-

14.2.1. record the reasons for the deviation in his/her decision; and

14.2.2. in writing inform both the Health Risk Manager and the DPSA of the reason for the deviation.

15. CONFIDENTIALITY

The Employer must, in accordance with the constitutional rights to privacy, the Code of Conduct in the Public Service Regulations treat at all times any information regarding the medical condition of an employee with the necessary respect and confidentiality. Such information may therefore not be disclosed to any other person(s) not authorised to receive such information. If an employee discloses such confidential information of one employee to any other unauthorized person, it must be viewed in a serious light and disciplinary steps against the transgressing employee should be taken.

15.1. DOCUMENT SECURITY AND MANAGEMENT

15.1.1. CLASSIFICATION OF INFORMATION AND DOCUMENTS

(a) All forms, documents and information received and generated in terms of the *PILIR* must be classified and treated as '**Confidential' and not as 'Personnel Confidential'.**

(b) The said documents must be ***strictly*** handled and kept safe in accordance with the prescripts for classified documents as contained in the *MISS*.

15.1.2. PLEDGE OF CONFIDENTIALITY

In terms of the *Code of Conduct* contained in the *Public Service Regulations*, read with the *MISS*, each employee responsible for the handling of applications and information in terms of the *PILIR is* to honour the confidentiality of matters, documents, discussions, classified or implied as being confidential. For this purpose all such employees must also sign the ***Pledge of Confidentiality*** at Annexure H.

16. NON-KEPT APPOINTMENTS

16.1. As indicated elsewhere in the PILIR, as well as the Leave Determination the Employer may request the employee to subject him/herself to (a) further medical examination(s), if s/he consented thereto. The Employer carries the expenses attached to such medical examinations.

16.2. If an employee has consented to any such examination but fails to honour an appointment scheduled by the Health Risk Manager for such examination, the employee shall be held liable for the expenses that may be charged by medical practitioners for non-kept appointments.

17. MONITORING

The DPSA shall closely monitor the application of the *PILIR*. The DPSA shall therefore utilize the following reports to analyse the application of the *PILIR:*

17.1. HEALTH RISK MANAGER

17.1.1. The Health Risk Manager must continuously notify the DPSA of trends in undue delays on the part of the Employer, within the above processes prescribed in the PILIR. The DPSA will investigate the cause of the delay and make recommendations to the Employer or the Minister for the Public Service and Administration in respect of preventative steps to avoid a similar trend in future.

17.1.2. The Health Risk Manager must submit a written report to the DPSA and the Employer in the format and, as a minimum, on the subject matters and at the due dates stipulated in the Service Level Agreement.

17.2. GEPF

The DPSA shall request the GEPF to provide the DPSA with an annual report on the actual ill-health retirements it had effected for the previous year.

17.3. EMPLOYERS

17.3.1. The Employer must report quarterly, to the DPSA as per the reporting template provided from time to time.

17.3.2. The Employer must in its annual report, report the outcomes, trends and impact emanating from the PILIR, as well as deviations from the HRM's advice. The latter reporting must also focus on the expenditure incurred for a particular financial year, the savings incurred, as well as the time frames maintained in the payment for services rendered.

17.3.3. In respect of temporary incapacity leave-

(a) types of illness;

(b) type of incapacity leave approved;

(c) acceptance of/deviation from the Health Risk Manager's advice; and

(d) disputes and how it was resolved.

17.3.4. In respect of ill-health retirements-

(a) types of illness;

(b) acceptance/ rejection of the Health Risk Mangers' advice; and

(c) disputes and how it was resolved.

18. ANNEXURES

The following Annexures are attached to *the PILIR:*

Annexure A: Application Form for Temporary Incapacity Leave Short Periods

Appendix 1 to Annexure A - Medical Information Form in Support of Mandatory Medical Certificate

Annexure B: Application Form for Temporary Incapacity Leave Long Periods

Annexure C: Example of *pro forma* letter on the conditional granting of temporary incapacity leave.

Annexure D: Example of *pro forma* letter on the outcome of the Employer's investigation.

Annexure E: Head of Department's Report to Health Risk Manager for Ill-Health Retirement

Annexure F: Shortened Application Form for Ill-Health Retirement

Annexure G: Guidelines for Incapacity Assessment

Annexure H: Pledge of Confidentiality

ANNEXURE A

APPLICATION FORM: TEMPORARY INCAPACITY LEAVE

SHORT PERIODS

INSTRUCTIONS ON COMPLETION OF THE APPLICATION FORM

1 This application form must be completed in respect of an incapacity leave period of **less than 30 working days.**

2 This form comprises six parts, i.e. Parts A to F and Appendix 1. The employee must complete Parts A and B or C. The Supervisor must complete Part D, the HR Department must complete Part E and the Head of Department or his or her delegate must complete Part F. Appendix 1 must be completed by the Medical Practitioner at the time of consulting and the issuing of the medical certificate.

3 Please ensure that this form is duly completed, signed and accompanied by all the required supporting documents, as missing or omitted information will delay finalisation of the application. You are reminded that the submission of a medical certificate with each application is mandatory. Please also refer to the *Determination and Directive on Leave of Absence in the Public Service* for the requirements in respect of medical certificates.

4 This application is subject to an investigation in terms of the *Determination and Directive on Leave of Absence in the Public Service,* read together with the *Policy and Procedure on Incapacity Leave and Ill-health Retirement.* In the light hereof, the Employer shall grant temporary incapacity leave **conditionally** for a maximum period of 29 working days with full pay subject to the outcome of the said investigation. Please note that if this application is declined based upon the outcome of the investigation, the period of temporary incapacity leave shall be converted to annual leave or granted as unpaid leave.

5 Cognisance must also be taken of the fact that the employee is responsible for proving to the Employer's satisfaction that s/he is too ill/injured to be at work. ***The employee is, in keeping with the principles contained in item 10 of Schedule 8 of the Labour Relations Act, 1995, therefore afforded the opportunity to submit additional medical evidence related to the medical condition of the employee together with his/her application. This may include but is not limited to medical reports from a specialist, blood test results, x-ray results, scan results, etc. or any additional motivation/evidence which the employee deems relevant and which supports and states his/her case, and which the employer should take into account in contemplating the application for incapacity leave.***

6 This application form and supporting documentation is classified as 'Confidential' in terms of the Minimum Information Security Standards.

7 Checklist on documents required for all applications:

7.1 Medical certificate (Compulsory) (Appendix 1 to Annexure A must at all times accompany the medical certificate)

7.2 Medical report(s) (Recommended)

7.3 Blood tests, x-ray results, scan results, etc. (Recommended)

7.4 Additional written motivation (Recommended)

7.5 A Shift Roster must be attached to the application if an employee is a shift worker.

8 An employee may include the recommended supporting documents in a sealed envelope addressed for the attention of the Health Risk Manager. This sealed envelope must be attached to this application form.

9 If an employee is unable to complete the form he/she may seek assistance from his/her supervisor, a colleague, the Human Resources component, a relative or friend to assist him or her.

10 It is important to note that failure to grant consent may have a detrimental effect on the outcome of the application because it will be assessed based on the available information at the employer's disposal.

FOR OFFICIAL USE	
Employee Name	
Persal no	
Unique case number	
Incapacity Leave Period	

PART A: DETAILS OF EMPLOYEE (All fields in this part are mandatory and must be completed)

1. PERSONAL PARTICULARS									
Surname				First names					
Title				Persal No					
Date of Birth				ID No					
Gender:		Female				Male			
Nature of appointment:	Permanent Full time		Permanent Part Time		Temporary Full Time		Temporary Part Time		
Shift Worker		Yes				No			
Address during Absence				Email Address					
Contact numbers	home		work		mobile				
Medical Aid:				Medical Aid Plan/Option:					
Date of first appointment in Public Service				Date of appointment to present post (if different):					
Salary Level		Annual basic salary/TCE Package			Last day at work				
Period of Absence	Start date		End date		Number of incapacity leave days applied for				

2. DETAILS OF YOUR ILLNESS/INJURY
2.1. Describe in your own words the illness/injury (not injury on duty) that has given rise to this application specifically the symptoms/impairments that disable you and prevent you from working.
2.2. How does your illness, injury (not injury on duty), or condition limit your ability to work/function? (Please elaborate which elements of your job you are prevented from performing)

2.3. Detail exactly what medication you are taking for your condition. List all, i.e. chronic medication, new medication recently added / given, as well as the dosage for each.
2.4. Please indicate whether you suffer from any side effects from the medication and the nature thereof.

3. DECLARATION*			
I hereby declare and warrant that the information provided is factual, true and correct, and that no material information has been withheld or any relevant circumstances omitted. Any falsification of information in this regard may form grounds for disciplinary action. I understand that the burden of proof of my illness/injury rests with me and that I am afforded the opportunity to submit additional medical evidence and motivation to this effect with this application. I know and understand that if I fail to do so, it would be of my own choice and that the omission of such information may impact upon the decision regarding my application.			
SIGNATURE OF EMPLOYEE:		Date:	
In the event that this application is signed by anyone other than the employee , i.e. a Third Party, please provide the following information:			
Full name and surname of signing third party:			
Telephone no of third party		Cell No of third party	
Reason for signing on employee's behalf			
Relationship of signing third party to Employee (e.g. spouse, colleague, union representative, friend etc.)			
SIGNATURE OF THIRD PARTY if Employee is unable to sign for any reason, e.g. employee is in hospital, unconscious etc.		Date:	

PART B: EMPLOYEE CONSENT FORM

Instructions

1 **Please see paragraph 10 of the instructions on page 1.**

2 **If you choose not to grant consent do not complete this part but proceed to part C of this application form.**

Authority

I_____, ID No _____
PERSAL No_____ an employee of _____ (hereinafter referred to as "the Employer") hereby authorise any medical practitioner, hospital, institution, clinic, health care provider or any other relevant person that may hold any medical records relating to me and /or any treatment or advice provided to furnish and release to the Employer and Health Risk Manager appointed by the Employer any and all details and information, specifically including confidential information, relating to any illness, injury or condition including, but not limited to, all clinical records, laboratory results (including blood and other tests), x-rays, records of all prescribed medications and treatments, progress reports and summaries, correspondence between my medical practitioner and any other person who has provided treatment or where I have been a patient or from whom I have received any medical treatment of any nature whatsoever.

I know and understand that by providing this authority I am curtailing my right to privacy and acknowledge and agree that this is necessary and essential for the Employer and the Health Risk Manager to consider, inter alia, the provision of incapacity leave and/or ill health retirement benefits.

This authority is limited to such information as may reasonably be required by the Employer for the purpose of considering and evaluating an application for incapacity leave and/or ill health retirement benefits and for no other purpose without my prior written consent.

I hereby authorise the Employer to disclose and make available to the Health Risk Manager any and all information referred to above as well as any other information that may be in the Employer's possession, including previous applications for incapacity leave and /or ill health retirement benefits, medical reports, job descriptions and specifications and related records. I further authorise the Health Risk Manager to disclose and make available any of the aforegoing information in its possession to the Employer.

I confirm that a photocopy of this authority shall be as effective and valid as the original.

Consent to Undergo Medical Examination

I acknowledge that for the Employer to consider and evaluate any application for incapacity leave and/or ill health benefits, I may be required to undergo medical and/or psychological evaluation and other tests including, but not limited to, blood tests, for the purpose of determining the nature, extent and duration of any incapacity or illness suffered by me.

I further acknowledge that the Employer, or its Health Risk Manager, may make appointments on my behalf to attend any required medical or other required evaluation as they may determine on reasonable prior notice to me and that, subject to the provisions set out below, the costs of any such evaluation shall be the responsibility of the Health Risk Manager. I understand that if I fail to honour the latter appointment, the Employer shall recover the fruitless expenditure for the missed appointment from me.

I undertake to present myself for any appointment timeously and with any and all required documentation and information as advised by the Employer or its representatives and agree that in the event that I neglect or fail to attend any appointment without reasonable prior notice to the employer and without acceptable justification, any and all costs or charges that may be incurred consequent upon my failure to attend will be payable in full by me on demand by the Employer.

Indemnity

I hereby indemnify the Employer and its Health Risk Manager against any claim whatsoever, which may be made against them as a result of, or arising from the furnishing of any information as provided for herein unless such claim or furnishing of my information provided herein arose from or is as a result of any wilful or negligent act of the Employer, its employees and its Health Risk Manager and its agents.

Signed at_____ on this the _____day of _____ 20___.

SIGNATURE/MARK OF EMPLOYEE:		**Date:**	
In the event that this Consent Form is signed by anyone other than the employee , i.e. a Third Party, please provide the following information:			
Full Name and Surname of signing third party:			
Telephone no of third party		Cell No of third party	
Reason for signing on employee's behalf			
Relationship of signing third party to Employee (e.g. spouse, colleague, Union representative, friend etc.)			
SIGNATURE OF THIRD PARTY if employee is unable to sign for any reason. (E.g. employee is in hospital, Unconscious etc.)		Date:	

Signature of witness		**Date**	
Full Name & Surname :			
Tel No. :			
Cell No. :			

PART C: EMPLOYEE REFUSAL OF CONSENT FORM

Instructions

1 **Please see paragraph 10 of the instructions on page 1.**
2 **Do not complete this part if you completed Part B.**

Authority

I_____, ID No _____;

PERSAL No_____ an employee of the _____ (hereinafter referred to as "the Employer") hereby refuse to give consent –

a) for the release to the Employer and Health Risk Manager appointed by the Employer of any and all details and information, specifically including confidential information, relating to any illness, injury or condition including, without limitation, all clinical records, laboratory results (including blood and other tests), x-rays, records of all prescribed medication and treatments, progress reports and summaries, correspondence between my medical practitioner and any other person who has provided treatment or where I have been a patient or from whom I have received any medical treatment of any nature whatsoever.

b) To be subjected to any further medical examination that the Employer or its Health Risk Manager may require.

I know and understand that by not providing consent I acknowledge and agree that the Employer and the Health Risk Manager will only consider available information to assess my incapacity leave and/or ill health retirement application.

Indemnity

I hereby indemnify the Employer and its Health Risk Manager against any claim whatsoever, which may be made against them as a result of, or arising from my refusal to give consent.

Signed at_____ on this the _____day of _____ 20___.

SIGNATURE/MARK OF EMPLOYEE::		**Date:**	
In the event that this Consent Form is signed by anyone but the applicant him or herself, i.e. a Third Party, please provide the following information:			
Full Name and Surname of signing third party:			
Telephone no of third party		Cell No of third party	
Reason for signing on employee's behalf			
Relationship of signing third party to Employee (e.g. spouse, colleague, Union representative, friend etc.)			
SIGNATURE OF THIRD PARTY if Employee / Applicant is unable to sign for any reason. (E.g. Applicant is in hospital, Unconscious etc.)		Date:	

Signature of witness		**Date**	
Full Name & Surname :			
Tel No. :			
Cell No. :			

PART D: MOTIVATION OF SUPERVISOR/MANAGER (All fields in this part are mandatory and must be completed)

1 Describe your observations including the impact the employee's illness has had on the employee and his/her ability to work. Attach a separate page as an annexure if necessary

2 JOB DETAILS OF THE EMPLOYEE

Job Title:		Does the employee have staff reporting to him/her?	Yes		No	
Prescribed daily hours of work or if a shift worker, average daily hours of work						
Does this employee perform night shifts	Yes	No				

3 EMPLOYEE'S CURRENT JOB DEMANDS

PLEASE SPECIFY THE PERCENTAGE (%) TIME SPENT ON:
(Total percentage to equal 100%)

NATURE OF TASK:	PERCENTAGE	NATURE OF TASK:	PERCENTAGE	NATURE OF TASK:	PERCENTAGE
Managerial		Administrative		Clerical	
Supervisory		Light Manual		Heavy Manual	
Machine Operator		Travel		Driver	
Other (Specify)					

4 RECOMMENDATION OF SUPERVISOR OR MANAGER:

Application supported		Application not supported	
If not supported, please provide reasons for not supporting application			

Full Name & Surname of Supervisor / Manager:	
Designation	
Tel Number:	
Cell Number:	
SIGNATURE OF SUPERVISOR/ MANAGER	
Date:	

PART E: REPORT TO THE HEALTH RISK MANAGER COMPLETED BY THE HUMAN RESOURCES DIVISION

IMPORTANT NOTES						
The following documentation must be attached:						
Medical certificate with Appendix 1 (supplied by employee)						
Medical reports, (if supplied by employee)						
Blood tests, x-ray results, scan results, etc. (If supplied by employee)						
Additional written motivation (If supplied by employee)						
PERSAL printout of all leave records of the previous & current leave cycles (PERSAL Function #4.5.1 Option 5)						
Copies of all sick leave forms and medical certificates for the current and previous leave cycle						
Sealed envelope marked for the attention of the Health Risk Manager (If supplied by employee)						
A Shift Roster if an employee is a shift worker						
Contact details of Human Resource Manager or Delegate(as per written delegation) :						
Name				Surname		
Designation:						
Department:		Province		National		
Department address:						
Contact number:	Work		Cellphone		Fax Number	
Email address:						
Signature:						
Date:						
Contact details of alternative person in Human Resource						
Name and Surname of contact person in department		Designation				
Contact number:	Work		Cellphone		Fax Number	
E-mail address						

DECLARATION			
I hereby declare that the information provided is to the best of my knowledge true and correct and that no material information has either been withheld or omitted.			
Print Name & Surname			
Signature of Head of Department or delegate (as per written delegations)		Date	

PART F: FINAL DECISION BY THE HEAD OF DEPARTMENT (All Fields are mandatory and must be completed)

Temporary incapacity leave requested	Approved	Partially Approved	Not Approved
COMMENTS/CONDITIONS/INSTRUCTIONS:			
Print Name			
Signature of Head of Department or delegate as per written delegations		Date	

FOR OFFICIAL USE

ACTIONS	CAPTURED/EXECUTED		CHECKED & SIGNED OFF	
Employee notified of decision	Name & Surname:		Name & Surname:	
	Date actioned		Date actioned	
Decision captured on PERSAL	Name & Surname:		Name & Surname:	
	Date actioned		Date actioned	
Salary overpayment recovered or Leave without pay implemented, (if applicable)	Name & Surname:		Name & Surname:	
	Date actioned		Date actioned	
Referred to EHW (if applicable)	Name & Surname:		Name & Surname:	
	Date actioned		Date actioned	
Referred to Labour Relations (if applicable)	Name & Surname:		Name & Surname:	
	Date actioned		Date actioned	

ANNEXURE B

APPLICATION FORM TEMPORARY INCAPACITY LEAVE

LONG PERIOD

INSTRUCTIONS ON COMPLETION OF THE APPLICATION FORM

1 This application form must be completed in respect of incapacity leave periods of **30 working days or more.**

2 This form comprises seven parts, i.e. Parts A to G. The employee must complete Parts A and B or C. The employee's attending Medical Practitioner must complete Part D. (It is the employee's responsibility to have the said part completed by the Medical Practitioner.) The Supervisor must complete Part E, the HR Department must complete Part F and the Head of Department or his or her delegate must complete Part G.

3 Please ensure that this form is duly completed, signed and accompanied by all the required supporting documents, because missing or omitted information will delay finalisation of the application. You are reminded that the submission of a medical certificate with each application is mandatory. Please also refer to the Determination and Directive on Leave of Absence in the Public Service for the requirements in respect of medical certificates.

4 This application is subject to an investigation in terms of the Determination and Directive on Leave of Absence in the Public Service, read together with the Policy and Procedure on Incapacity Leave and Ill-health Retirement. In the light hereof, the Employer shall grant temporary incapacity leave conditionally for a maximum period of 30 working days with full pay subject to the outcome of the said investigation. Please note that if this application is declined based upon the outcome of the investigation the period of temporary incapacity leave shall be converted to either annual leave or be unpaid leave.

5 Cognisance must also be taken of the fact that the employee is responsible to for proving to the Employer's satisfaction that s/he is too ill/injured to be at work. The employee is, in keeping with the principles contained in item 10 of Schedule 8 of the Labour Relations Act, 1995, therefore afforded the opportunity to submit additional medical evidence related to the medical condition of the employee together with his/her application. This may include but is not limited to medical reports from a specialist, blood test results, x-ray results, scan results, etc. or any additional motivation/evidence which the employee deems relevant and which supports and states his/her case and which the Employer should take into account in contemplating the application for incapacity leave.

6 This application form and supporting documentation is classified as 'Confidential 'in terms of the Minimum Information Security Standards.

7 Checklist on documents required for all applications:

7.1 Medical certificate (Compulsory)
7.2 Medical report(s) (Recommended)
7.3 Blood tests, x-ray results, scan results, etc. (Recommended)
7.4 Additional written motivation (Recommended)
7.5 A Shift Roster must be attached to the application if an employee is a shift worker.

8 An employee may include the recommended supporting documents in a sealed envelope addressed for the attention of the Health Risk Manager. This sealed envelope must be attached to this application form.

9 If an employee is unable to complete the form he/she may seek assistance from his/her supervisor, a colleague, the Human Resources component, a relative or friend to assist him or her.

10 It is important to note that failure to grant consent may have a detrimental effect on the outcome of the application because it will be assessed only based on the available information at the employer's disposal.

FOR OFFICIAL USE

Employee Name	
PERSAL NO	
Unique case number	
Incapacity Leave Period	

PART A: DETAILS OF EMPLOYEE (all fields in this part are mandatory and must be completed)

1. PERSONAL PARTICULARS								
Surname		First names						
Title								
Date of birth		ID no						
Persal no		Gender	Female		Male			
Nature of appointment:	Permanent full time		Permanent part time		Temporary: full time		Temporary: part time	
Shift worker	Yes		No					
Address during absence								
Contact numbers	home		work		cell phone			
Email address								
Medical aid		Medical aid plan/option:						
Date of first appointment in Public Service		Date of appointment to present post (if different):						
Salary level		Annual basic salary/TCE package						
Last day at work								
Period of absence	Start date		End date					
Number of incapacity leave days applied for								

2. WORK HISTORY			
2.1 Please provide a history of all previous jobs in or outside of the Public Service in the last five (5) years			
From	To	Employer	Work designation

2.2 Describe the duties and functions of your current job:

2.3 Details of education and training :

2.4 Please give details of your highest level of education as well as training (academic, technical, in service).

Year qualified	Institution	Qualification

2.5 Considering your training and experience, for what alternative jobs do you consider yourself qualified or skilled within or outside your current department?

3. DETAILS OF YOUR ILLNESS/INJURY

3.1 Describe in your own words the illness/injury (not injury on duty) that has given rise to this application specifically the symptoms/impairments that disable you, and prevent you from working

3.2 In your opinion, will you recover from current ill-health to the extent of returning to work?	Yes		No		Uncertain	

If no or uncertain, list and detail the work duties you are unable to perform.

3.3 Which of the following are you unable to do due to your illness/injury? Kindly tick below:

PHYSICAL				**MENTAL**		**ACTIVITIES OF DAILY LIVING**			
Lifting		Walking		Understanding		Eating		Sport	
Stair climbing		Sitting		Short term memory		Dressing		Use of public transport	
Bending		Kneeling		Concentration		Bathing		Recreational activities	
Standing		Talking		Following instructions		Domestic chores,			
Seeing		Hearing		Calculation		Shopping			
Using hands				Long term memory		Driving			

3.4 Please give the details of hospitalisation in the past 5 years.

Name of hospital	Reason for admission	Date admitted	Date discharged	Relevant Medical Practitioner's name	(Specialisation	Detail of Treatment /

3.5 Detail exactly what medication you are taking for your condition. List all, i.e. chronic medication, new medication recently added / given, as well as the dosage for each.

3.6 Please indicate if you suffer from any side effects from the medication and the nature thereof.

3.7	Have you consulted any of the following practitioners, including but not limited to: physiotherapist, occupational therapist, psychologist, audiologist, speech therapist, dietician during the period applied for?	Yes		No	

If yes, kindly provide details.

4 DECLARATION

I hereby declare and warrant that the information provided is factual, true and correct, and that no material information has been withheld or any relevant circumstances omitted. Any falsification of information in this regard may form grounds for disciplinary action. I understand that the burden of proof of my illness/injury rests with me and that I am afforded the opportunity to submit additional medical evidence and motivation to this effect with this application. I know and understand that if I fail to do so, it would be of my own choice and that the omission of such information may impact upon the decision regarding my application.

SIGNATURE OF EMPLOYEE:		Date:	

In the event that this application is signed by anyone other than the employee , i.e. a Third Party, please provide the following information

Full name and surname of signing third party:						
Telephone no of third party	home		work		cell phone	
Reason for signing on employee's behalf						
Relationship of signing third party to Employee (e.g. spouse, colleague, union representative, friend etc.)						
SIGNATURE OF THIRD PARTY if Employee is unable to sign for any reason, e.g. employee is in hospital, unconscious etc.				Date:		

PART B: EMPLOYEE CONSENT FORM

Instructions

1 **Please see paragraph 10 of the instructions on page 1.**

2 **If you choose not to grant consent do not complete this part but proceed to part C of this application form.**

Authority

I_____, ID No _____
PERSAL No_____ an employee of _____ (hereinafter referred to as "the Employer") hereby authorise any medical practitioner, hospital, institution, clinic, health care provider or any other relevant person that may hold any medical records relating to me and /or any treatment or advice provided to furnish and release to the Employer and Health Risk Manager appointed by the Employer any and all details and information, specifically including confidential information, relating to any illness, injury or condition including, but not limited to, all clinical records, laboratory results (including blood and other tests), x-rays, records of all prescribed medications and treatments, progress reports and summaries, correspondence between my medical practitioner and any other person who has provided treatment or where I have been a patient or from whom I have received any medical treatment of any nature whatsoever.

I know and understand that by providing this authority I am curtailing my right to privacy and acknowledge and agree that this is necessary and essential for the Employer and the Health Risk Manager to consider, inter alia, the provision of incapacity leave and/or ill health retirement benefits.

This authority is limited to such information as may reasonably be required by the Employer for the purpose of considering and evaluating an application for incapacity leave and/or ill health retirement benefits and for no other purpose without my prior written consent.

I hereby authorise the Employer to disclose and make available to the Health Risk Manager any and all information referred to above as well as any other information that may be in the Employer's possession, including previous applications for incapacity leave and /or ill health retirement benefits, medical reports, job descriptions and specifications and related records. I further authorise the Health Risk Manager to disclose and make available any of the aforegoing information in its possession to the Employer.

I confirm that a photocopy of this authority shall be as effective and valid as the original.

Consent to Undergo Medical Examination

I acknowledge that for the Employer to consider and evaluate any application for incapacity leave and/or ill health benefits, I may be required to undergo medical and/or psychological evaluation and other tests including, but not limited to, blood tests, for the purpose of determining the nature, extent and duration of any incapacity or illness suffered by me.

I further acknowledge that the Employer, or its Health Risk Manager, may make appointments on my behalf to attend any required medical or other required evaluation as they may determine on reasonable prior notice to me and that, subject to the provisions set out below, the costs of any such evaluation shall be the responsibility of the Health Risk Manager. I understand that if I fail to honour the latter appointment, the Employer shall recover the fruitless expenditure for the missed appointment from me.

I undertake to present myself for any appointment timeously and with any and all required documentation and information as advised by the Employer or its representatives and agree that in the event that I neglect or fail to attend any appointment without reasonable prior notice to the employer and without acceptable justification, any and all costs or charges that may be incurred consequent upon my failure to attend will be payable in full by me on demand by the Employer.

Indemnity

I hereby indemnify the Employer and its Health Risk Manager against any claim whatsoever, which may be made against them as a result of, or arising from the furnishing of any information as provided for herein unless such claim or furnishing of my information provided herein arose from or is as a result of any wilful or negligent act of the Employer, its employees and its Health Risk Manager and its agents.

Signed at_____ on this the _____day of _____ 20___.

SIGNATURE/MARK OF EMPLOYEE:					**Date:**	
In the event that this consent form is signed by anyone other than the employee , i.e. a Third Party, please provide the following information:						
Full name and surname of signing third party:						
Telephone no of third party	home		work		cell phone	
Reason for signing on employee's behalf						
Relationship of signing third party to employee (e.g. spouse, colleague, Union representative, friend etc.)						
SIGNATURE OF THIRD PARTY if Employee is unable to sign for any reason. (E.g. Employee is in hospital, Unconscious etc.)				Date:		

Signature of witness		**Date**	
Full Name & Surname :			
Tel No. :			
Cell No. :			

PART C: EMPLOYEE REFUSAL OF CONSENT FORM

Instructions

1 **Please see paragraph 10 of the instructions on page 1.**
2 **Do not complete this part if you completed Part B.**

Authority

I_____, ID No _____;

PERSAL No_____ an employee of the _____ (hereinafter referred to as "the Employer") hereby refuse to give consent –

a) for the release to the Employer and Health Risk Manager appointed by the Employer of any and all details and information, specifically including confidential information, relating to any illness, injury or condition including, without limitation, all clinical records, laboratory results (including blood and other tests), x-rays, records of all prescribed medication and treatments, progress reports and summaries, correspondence between my medical practitioner and any other person who has provided treatment or where I have been a patient or from whom I have received any medical treatment of any nature whatsoever.

b) To be subjected to any further medical examination that the Employer or its Health Risk Manager may require.

I know and understand that by not providing consent I acknowledge and agree that the Employer and the Health Risk Manager will only consider available information to assess my incapacity leave and/or ill health retirement application.

Indemnity

I hereby indemnify the Employer and its Health Risk Manager against any claim whatsoever, which may be made against them as a result of, or arising from my refusal to give consent.

Signed at_____ on this the _____day of _____ 20___.

SIGNATURE/MARK OF EMPLOYEE::				**Date:**	
	In the event that this consent form is signed by anyone but the applicant him or herself, i.e. a Third Party, please provide the following information:				
Full name and surname of signing third party:					
Telephone no of third party	home		work		cell phone
Reason for signing on employee's behalf					
Relationship of signing third party to Employee (e.g. spouse, colleague, Union representative, friend					
SIGNATURE OF THIRD PARTY if Employee is unable to sign for any reason. (E.g. Employee is in hospital, Unconscious etc.)				Date:	

Signature of witness		**Date**	
Full Name & Surname :			
Tel No. :			
Cell No. :			

PART D: MEDICAL REPORT (To be completed by the attending Medical Practitioner)

Dear Medical Practitioner,

We would appreciate your co-operation in providing the information requested in this form.

This employee, your patient, has exhausted all of the normal sick leave of 36 working days to which he/she is legally entitled for the entire three-year sick leave cycle, and is now requesting additional fully paid additional sick leave. In the context of this consultation, should you decide to recommend the granting of sick leave he/she will be required to apply for Temporary Incapacity Leave for the period in question.

Importantly, such fully paid Temporary Incapacity leave is not a right in terms of the Basic Conditions of Employment Act, (BCEA) but is essentially an employee privilege granted entirely at the discretion of the Head of Department. Consequently, more detailed objective medical information is required, in addition to the standard Medical Certificate.

Failure to provide detailed and adequate medical data in this Medical Report may result in there being insufficient information on which to make an informed decision and as such the employee may well be granted unpaid leave for the duration of his / her absence.

Thank you sincerely for taking the time to complete this report. Your assistance is greatly appreciated.

1. EMPLOYEE DETAILS	
Title	
Surname	
First name	
Persal number	
Id number	
Date of birth	
How long have you been the patient's treating Medical Practitioner?	
On which date did you first consult with the patient?	
On which date did you last consult with the patient?	

2. EMPLOYEE'S MEDICAL DETAILS
2.1. DIAGNOSIS
2.1.1. What is the nature of the illness/injury from which the patient is suffering? Please indicate the diagnosis (DSM/ICD), if applicable.
2.1.2. What were the presenting symptoms and when did they first appear?
2.1.3. Please detail any co-morbid conditions that will impact on the employee's recovery and incapacity.
2.2. IMPAIRMENT
2.2.1. Describe fully the nature and extent of the physical impairment which resulted in the patient's inability to perform his/her normal duties
2.2.2. Describe fully the nature and extent of the cognitive and /or psychological impairment which resulted in the patient's inability to perform his/her normal duties. (Including MMSE/MoCA if applicable).
2.2.3. In the case of a psychiatric condition, please indicate the GAF at the beginning of treatment and the GAF at review consultations.

2.3. MEDICAL HISTORY

2.3.1. Please detail the onset and history of the illness and/ or injury, including the presenting symptoms.

2.3.2. Please provide details of ***ALL*** consultations with the patient over at least the past six (6) months in the table below:

Date of consultation	Complaint	Treatment	Response

2.3.3. Please provide details of other medical practitioners' referrals or of hospital admissions over at least the past 3 years.

Name of hospital	Reason for admission	Date admitted	Date discharged	Relevant Medical Practitioner's name	Speciality	Treatment / surgery

2.4. INVESTIGATIONS

2.4.1. Please detail the objective findings, such as blood tests, x-ray reports, ECG, Echocardiography findings, histology results, etc. PLEASE INCLUDE COPIES OF ALL AVAILABLE REPORTS.

2.4.2. In the case of cardiac conditions, please indicate the most recent ventricular ejection fraction and the grading of dyspnoea according to the NYHA.

2.4.3. In the case of pulmonary disorders, kindly include the most recent lung function test results.

2.4.4. In the case of spinal (neck and back) conditions, kindly include latest radiology report.
2.4.5. In your opinion should the patient undergo further investigations? Please comment.
2.5. TREATMENT
2.5.1. Please provide details of present treatment, i.e. medication (product name, strength, dosage and duration), rehabilitation, counselling, etc. and how successful they have been.
2.5.2. Please comment on the patient's compliance with and response to all treatment initiated.
2.5.3. Please detail any complications or side effects of treatment experienced by the patient.
2.5.4. In your opinion could further treatment (e.g. pharmacological / surgical and/or rehabilitation) be beneficial to the patient.

2.6. PROGNOSIS				
2.6.1. What, in your opinion, is the estimated long term prognosis for the patient's condition?				
2.6.2. In your opinion, is the present incapacity temporary or permanent? In the case of temporary incapacity, please indicate an estimated time period and what is the patient's occupational prognosis (if applicable)?				
2.6.3. What is the estimated degree of recovery? Kindly tick below:				
No recovery	Partial recovery		Full recovery	
2.7. WORK ABILITY				
2.7.1. Do the patient's work duties and / or environment and /or labour related issues affect the illness or injury or work ability?	Yes		No	
If yes, please provide details:				
2.7.2. Please comment on the general mobility of the patient and indicate if assistive devices are required.				
2.7.3. In your opinion, if the patient is not able to perform his/her duties, what adapted or alternate duties are possible?				

2.8. GENERAL
2.8.1. Please add any general comments in respect of this patient's state of health that will assist in assessing the employee's application.

3. MEDICAL PRACTITIONER'S DETAILS:			
Surname:		Initials:	
Practice No:		HPCSA Registration No:	
Email Address:		Fax No:	
Address:			
Telephone Number:		Cell phone number:	

4. DECLARATION
I hereby declare and warrant that the information given above is factual, true and correct and that no material information has been withheld nor any relevant circumstances omitted.

Signed at _____on this _____ Day of _____ 20___

_____

SIGNATURE OF MEDICAL PRACTITIONER

PART E: MOTIVATION OF SUPERVISOR/MANAGER (All fields in this part are mandatory and must be completed)

1. Describe your observations and the impact the employee's illness had on the employee and his/her ability to work. Attach a separate page as an annexure if necessary

2. JOB DETAILS OF THE EMPLOYEE							
Job Title:		Does the employee have staff reporting to him/her?	Yes		No		
Prescribed daily hours of work/Average daily hours of work							
Nature of Appointment	Full-time		Fulltime: Shift work		Part-time		Contract	
Does this employee perform night shifts	Yes				No		
If the employee perform night shifts on a regular basis has s/he requested to undergo a medical examination in terms of section 17 (3) (b) of the BCEA, 1997 as amended? (If a report has been issued and health related issues have been identified please attach a copy of the report to this application.)		Yes			No		

3. EMPLOYEES' CURRENT JOB DEMANDS					
PLEASE SPECIFY THE PERCENTAGE (%) TIME SPENT IN: **(Total percentage to equal 100%)**					
TASK	PERCENTAGE:	TASK	PERCENTAGE:	TASK	PERCENTAGE:
Managerial		Administrative		Clerical	
Supervisory		Light Manual		Heavy Manual	
Machine Operator		Travel		Driver	
Other (Specify)					

4. RECOMMENDATION OF SUPERVISOR OR MANAGER:			
Application Supported		Application Not supported	
If not supported please provide reasons for not supporting application			
Full Name & Surname of Supervisor / Manager:			
Designation			
Tel Number:		Cell phone Number:	
Date:			
SIGNATURE OF SUPERVISOR/ MANAGER			

PART F: REPORT TO THE HEALTH RISK MANAGER COMPLETED BY THE HUMAN RESOURCES DIVISION

IMPORTANT NOTES

1. **The following documentation must be attached:**
2. **Medical certificate (SUPPLIED BY EMPLOYEE)**
3. **Medical reports (If supplied by employee)**
4. **Blood tests, x-ray results, scan results, etc. (If supplied by employee)**
5. **Additional written motivation (If supplied by employee)**
6. **PERSAL printout of all leave records of the previous & current leave cycles (PERSAL Function #4.5.11 Option 5)**
7. **Copies of all sick leave forms and medical certificates for the current and previous leave cycle**
8. **Sealed envelope marked for the attention of the Health Risk Manager (If supplied by employee)**
9. **A Shift Roster if an employee is a shift worker**
10. **Medical report issued in terms of section 17 (3)(b) of the BCEA, 1997 as amended (if applicable)**

1. CONTACT DETAILS OF HR MANAGER OR DELEGATE(as per written delegation) :					
Name		Surname			
Designation:					
Department:		Province		National	
Department address:					
Contact number (Code & no):	Work		Alternative		
	Cell phone		Fax no		
Email address:					
Signature:		Date:			

2. CONTACT DETAILS OF ALTERNATIVE PERSON IN HR						
Name and Surname of contact person in department			Designation			
Contact number (Code & no):	Work		Alternative		Fax no	
E-mail address						
3. DECLARATION						
I hereby declare that the information provided is to the best of my knowledge true and correct and that no material information has either been withheld or omitted.						
Print Name & Surname						
Signature of Head of Department or delegate (as per written delegations)				Date		

PART G: FINAL DECISION BY THE HEAD OF DEPARTMENT (All Fields are mandatory and must be completed)

Temporary incapacity leave requested	Approved	Partially Approved	Not Approved
COMMENTS/CONDITIONS/INSTRUCTIONS:			
Print Name			
Signature of Head of Department or delegate as per written delegations		Date	

FOR OFFICIAL USE

ACTIONS	CAPTURED/EXECUTED		CHECKED & SIGNED OFF	
Employee notified of decision	Name & Surname:		Name & Surname:	
	Date actioned		Date actioned	
Decision captured on PERSAL	Name & Surname:		Name & Surname:	
	Date actioned		Date actioned	
Salary overpayment recovered or Leave without pay implemented, (if applicable)	Name & Surname:		Name & Surname:	
	Date actioned		Date actioned	
Referred to EHW (if applicable)	Name & Surname:		Name & Surname:	
	Date actioned		Date actioned	
Referred to Labour Relations (if applicable)	Name & Surname:		Name & Surname:	
	Date actioned		Date actioned	

ANNEXURE C

Inquiry :
Telephone :
File :

M_____
_____
_____
_____
_____

Dear M_____

APPLICATION FOR TEMPORARY INCAPACITY LEAVE

1. Receipt of your application dated _____ is hereby acknowledged.

2. The Head of Department in terms of the authority vested in him/her in terms of the *Determination on Leave of Absence in the Public Service* **conditionally** approves temporary incapacity leave for the period from _____ to _____ with full pay, subject to the outcome of an investigation into the nature and extent of the illness/injury described in your application referred to above.

3. Your above-mentioned application is forwarded in terms of the *Policy and Procedure on Incapacity Leave for Ill-health Retirement (PILIR)* to the Health Risk Manager for an objective assessment and recommendation. Cognisance must be taken of the fact that-

3.1. your sick leave history, i.e. the usage of your normal sick leave, will be taken into account in arriving at a final decision in respect of this application; and

3.2. you may be required as part of the above-mentioned process to subject yourself for (a) further medical examination(s) by (a) medical practitioner(s) of the employer's choice. The employer will carry the cost of such examination. The Health Risk Manager will select on behalf of the employer the medical practitioner and make the necessary appointment. It must be noted however that if you-

3.2.1. fail to honor such an appointment, you will be held liable for the fruitless expenditure incurred and/or

3.2.2. refuse to subject yourself to such (a) medical examination(s), your application shall immediately be declined.

The Head of Department will not hesitate to impose disciplinary action if necessary.

4. The Head of Department shall-

4.1. within 30 working days from the date of receipt of the Health Risk Manager's recommendation, and based upon the recommendation from the Health Risk Manager, investigate the nature and extent of your incapacity, your inability to perform your normal duties, and the necessity to adapt your duties or work circumstances, and/or to accommodate you in alternative employment; and

4.2. shall, based upon the outcome of the above-mentioned investigation, take a final decision on your application for incapacity leave for the period mentioned in paragraph 2 above. To this end you are reminded that depending on the outcome of the above-mentioned investigation, the Head of Department may decide-

4.2.1. not to grant you the temporary incapacity leave for which you applied, in which case the period conditionally granted as incapacity leave shall be cancelled and the period shall be covered by annual leave, or if you do not have sufficient annual leave credits available, unpaid leave; or

4.2.2. to grant you the period you applied for as temporary incapacity leave in which case the period conditionally granted will be converted into incapacity leave.

Kind regards

DIRECTOR-GENERAL/HEAD OF DEPARTMENT

ANNEXURE D

Inquiry :
Telephone :
File :

M_____
_____
_____
_____
_____

Dear M_____

APPLICATION FOR TEMPORARY INCAPACITY LEAVE

1. Further to your application dated _____ and my evenly numbered letter dated _____, I wish to inform you that the Head of Department has, based upon all available information, approved your application for incapacity leave for the period _____. The period of incapacity leave conditionally granted for this period shall therefore be converted into incapacity leave.

OR

2. Further to your application dated _____ and my evenly numbered letter dated _____, I wish to inform you that the Head of Department has, based upon all available information, approved your application for incapacity leave for the period _____, subject to the under-mentioned conditions. The period of incapacity leave conditionally granted for this period shall therefore be converted into incapacity leave:

2.1. Add the conditions, e.g. further medical check-up/medical reports, etc.

3. Cognisance must be taken of the fact that your failure to adhere to the conditions referred to above may result in the withdrawal of the approved application for incapacity leave and the decline of any subsequent application related to the same condition.

OR

4. Further to your application dated _____ and my evenly numbered letter dated _____, I wish to inform you that the Head of Department has, based upon all available information, approved your application for incapacity leave, but only for the period from _____ to _____, for the following reasons:

4.1. Provide reasons

5. You are therefore expected to return to work by not later than _____. If you fail to do so, you may expose yourselves to possible disciplinary action

6. The period of incapacity leave conditionally granted for the above-mentioned period shall therefore be converted into incapacity leave, while the remainder of the period conditionally granted will be cancelled. The latter period shall be covered by either annual leave (with your consent) and/or unpaid leave. Kindly express your consent within 5 working days i.e. by not later than _____, authorizing the Department to cover the remainder of the period in question by annual leave. To this end you must keep in mind that should you not give the required consent or fail to give your consent within the given 5 working day period or in the event where your annual leave credits are not sufficient, this Department will proceed to cover the period concerned with unpaid leave. Please be aware that any overpayments made will be recovered from your monthly salary.

OR

6.1. Further to your application dated _____ and my evenly numbered letter dated _____, I wish to inform you that the Head of Department has, based upon all available information, not approved your application for incapacity leave for the period _____, for the following reasons:

6.1.1. Provide reasons

6.2. You are therefore expected to return to work by not later than _____. If you fail to do so, you may expose yourselves to possible disciplinary action.

6.3. The period of incapacity leave conditionally granted for the above-mentioned period shall therefore be cancelled. The said period shall, therefore, be covered by either annual leave (with your consent) and/or unpaid leave. Kindly express your consent within 5 working days i.e. by not later than _____, authorizing the Department to cover the said period by annual leave. To this end

you must keep in mind that should you not give the required consent or fail to give your consent within the given 5 working day period or in the event where you annual leave credits are not sufficient, this Department will proceed to cover the period concerned with unpaid leave. Please be aware that any overpayments made will be recovered from your monthly salary.

6.4. If you are not satisfied with the above-mentioned decision, you may lodge a grievance in terms of the rules determined by the Public Service Commission.

Kind regards

DIRECTOR-GENERAL/HEAD OF DEPARTMENT

ANNEXURE E
APPLICATION/REPORT FORM:
ILL-HEALTH RETIREMENT

INSTRUCTIONS ON COMPLETION OF THE APPLICATION/REPORT FORM

1 This form comprises seven parts, i.e. Parts A to G. The employee must complete Parts A and B or C. The employee's attending medical practitioner must complete Part D. (It is the employee's responsibility to have the said part completed by the medical practitioner.) The Supervisor must complete Part E, The HR Department must complete Part F and the Head of Department or his or her delegate must complete Part G.

2 Please ensure that this form is duly completed, signed and accompanied by all the required supporting documents. Missing or omitted information may either delay or have a detrimental impact on the finalisation/consideration of the application.

3 The medical practitioner(s), preferably a medical specialist treating the employee on whom the application is based, must complete Part D of the form. If a general practitioner completes part D of the form, an additional report from a medical specialist specialising in the medical field related to the employee's condition, must be obtained and also submitted. If more than one medical practitioner is involved in the treatment of the employee, each of the medical practitioners must complete a part D of the form.

4 This application is subject to an investigation in terms of the *Policy and Procedure on Incapacity Leave and Ill-health Retirement (PILIR)* read together with ***item 10 of Schedule 8 of the Labour Relations Act, 1995, as amended***.

5 Cognisance must be taken of the fact that it is the responsibility of the employee to prove that s/he is too ill to continue working. ***The employee is, in keeping with the principles contained in item 10 of Schedule 8 of the Labour Relations Act, 1995, afforded the opportunity to submit additional medical evidence related to the medical condition of the employee together with his/her application, including but not limited to, medical reports from a specialist, blood test results, x-ray results, scan results, etc. or any additional motivation/evidence which the employee deems relevant and which supports and motivates his/her case and which the employer should take into account in contemplating the application for incapacity leave.***

6 This application form and supporting documentation is classified as 'Confidential 'in terms of the Minimum Information Security Standards.

7 Checklist on documents required for all applications:

- 7.1 A certified copy of employee's Identity Document (compulsory)
- 7.2 Medical report(s) (compulsory)
- 7.3 Blood tests, x-ray results, scan results, etc. (compulsory)
- 7.4 Additional written motivation (recommended)

8 An employee may include the recommended supporting documents in a sealed envelope addressed for the attention of the Health Risk Manager. This sealed envelope must be attached to this application form.

9 If an employee is unable to complete the form he/she may seek assistance from his/her supervisor, a colleague, the Human Resources component, a relative or friend to assist him or her.

10 It is important to note that failure to grant consent may have a detrimental effect on the outcome of the application because the application will be assessed based on the available information at the employer's disposal.

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Employee Name	
PERSAL NO	
Unique case number	

PART A: DETAILS OF EMPLOYEE (all fields in this part are mandatory and must be completed)

1. PERSONAL PARTICULARS											
Surname				First names							
Title											
Date of birth				ID no							
Persal no				Gender	Female		Male				
Nature of appointment:	Permanent full time		Permanent part time		Temporary full time		Temporary part time				
Shift worker	Yes		No								
Address during absence											
Contact numbers	home		work		cell phone						
Email address											
Medical aid				Medical aid plan/option:							
Date of first appointment in Public Service				Date of appointment to present post (if different):							
Salary level		Annual basic salary/TCE package									
Last day at work											
Period of absence	Start date			End date							
Number of incapacity leave days applied for											

2. WORK HISTORY			
2.1. Please provide a history of all previous jobs in or outside of the Public Service in the last five (5) years			
From	To	Employer	Work designation

2.2. Describe the duties and functions of your current job:

2.3. Details of education and training :

2.4. Please give details of your highest level of education as well as training (academic, technical, in service).

Year qualified	Institution	Qualification

2.5. Considering your training and experience, for what alternative jobs do you consider yourself qualified or skilled within or outside your current department?

3. DETAILS OF YOUR ILLNESS/INJURY						
3.1. Describe in your own words the illness/injury (not injury on duty) that has given rise to this application specifically the symptoms/impairments that disable you, and prevent you from working						
3.2. In your opinion, will you recover from current ill-health to the extent of returning to work?	Yes		No		Uncertain	
If no or uncertain, list and detail the work duties you are unable to perform.						

3.3. Which of the following are you unable to do due to your illness/injury? Kindly tick below:

PHYSICAL				MENTAL				ACTIVITIES OF DAILY LIVING			
Lifting		Walking		Understanding		Eating		Sport	
Stair climbing		Sitting		Short term memory		Dressing		Use of public transport	
Bending		Kneeling		Concentration		Bathing		Recreational activities	
Standing		Talking		Following instructions		Domestic chores,			
Seeing		Hearing		Calculation		Shopping			
Using hands				Long term memory		Driving			

3.4. Please give the details of hospitalisation in the past 5 years.

Name of hospital	Reason for admission	Date admitted	Date discharged	Relevant medical practitioner's name	(Specialisation	Detail of Treatment /

3.5. Detail exactly what medication you are taking for your condition. List all, i.e. chronic medication, new medication recently added / given, as well as the dosage for each.

3.6. Please indicate if you suffer from any side effects from the medication and the nature thereof.				
3.7. Have you consulted any of the following practitioners, including but not limited to: physiotherapist, occupational therapist, psychologist, audiologist, speech therapist, dietician during the period applied for?	Yes		No	
If yes, kindly provide details.				

4. DECLARATION*

I hereby declare and warrant that the information provided is factual, true and correct, and that no material information has been withheld or any relevant circumstances omitted. Any falsification of information in this regard may form grounds for disciplinary action. I understand that the burden of proof of my illness/injury rests with me and that I am afforded the opportunity to submit additional medical evidence and motivation to this effect with this application. I know and understand that if I fail to do so, it would be of my own choice and that the omission of such information may impact upon the decision regarding my application.

SIGNATURE OF EMPLOYEE:		Date:	

In the event that this application is signed by anyone other than the employee , i.e. a Third Party, please provide the following information

Full name and surname of signing third party:						
Telephone no of third party	home		work		Cell phone	
Reason for signing on employee's behalf						
Relationship of signing third party to Employee (e.g. spouse, colleague, union representative, friend etc.)						
SIGNATURE OF THIRD PARTY if Employee is unable to sign for any reason, e.g. employee is in hospital, unconscious etc.				Date:		

PART B: EMPLOYEE CONSENT FORM

Instructions

1 **Please see paragraph 10 of the instructions on page 1.**

2 **If you choose not to grant consent do not complete this part but proceed to part C of this application form.**

Authority

I_____, ID No _____
PERSAL No_____ an employee of _____ (hereinafter referred to as "the Employer") hereby authorise any medical practitioner, hospital, institution, clinic, health care provider or any other relevant person that may hold any medical records relating to me and /or any treatment or advice provided to furnish and release to the Employer and Health Risk Manager appointed by the Employer any and all details and information, specifically including confidential information, relating to any illness, injury or condition including, but not limited to, all clinical records, laboratory results (including blood and other tests), x-rays, records of all prescribed medications and treatments, progress reports and summaries, correspondence between my medical practitioner and any other person who has provided treatment or where I have been a patient or from whom I have received any medical treatment of any nature whatsoever.

I know and understand that by providing this authority I am curtailing my right to privacy and acknowledge and agree that this is necessary and essential for the Employer and the Health Risk Manager to consider, inter alia, the provision of incapacity leave and/or ill health retirement benefits.

This authority is limited to such information as may reasonably be required by the Employer for the purpose of considering and evaluating an application for incapacity leave and/or ill health retirement benefits and for no other purpose without my prior written consent.

I hereby authorise the Employer to disclose and make available to the Health Risk Manager any and all information referred to above as well as any other information that may be in the Employer's possession, including previous applications for incapacity leave and /or ill health retirement benefits, medical reports, job descriptions and specifications and related records. I further authorise the Health Risk Manager to disclose and make available any of the aforegoing information in its possession to the Employer.

I confirm that a photocopy of this authority shall be as effective and valid as the original.

Consent to Undergo Medical Examination

I acknowledge that for the Employer to consider and evaluate any application for incapacity leave and/or ill health benefits, I may be required to undergo medical and/or psychological evaluation and other tests including, but not limited to, blood tests, for the purpose of determining the nature, extent and duration of any incapacity or illness suffered by me.

I further acknowledge that the Employer, or its Health Risk Manager, may make appointments on my behalf to attend any required medical or other required evaluation as they may determine on reasonable prior notice to me and that, subject to the provisions set out below, the costs of any such evaluation shall be the responsibility of the Health Risk Manager. I understand that if I fail to honour the latter appointment, the Employer shall recover the fruitless expenditure for the missed appointment from me.

I undertake to present myself for any appointment timeously and with any and all required documentation and information as advised by the Employer or its representatives and agree that in the event that I neglect or fail to attend any appointment without reasonable prior notice to the employer and without acceptable justification, any and all costs or charges that may be incurred consequent upon my failure to attend will be payable in full by me on demand by the Employer.

Indemnity

I hereby indemnify the Employer and its Health Risk Manager against any claim whatsoever, which may be made against them as a result of, or arising from the furnishing of any information as provided for herein unless such claim or furnishing of my information provided herein arose from or is as a result of any wilful or negligent act of the Employer, its employees and its Health Risk Manager and its agents.

Signed at_____ on this the _____day of _____ 20___.

SIGNATURE/MARK OF EMPLOYEE:					**Date:**	
In the event that this consent form is signed by anyone other than the employee , i.e. a Third Party, please provide the following information:						
Full name and surname of signing third party:						
Telephone no of third party	home		work		cell phone	
Reason for signing on employee's behalf						
Relationship of signing third party to employee (e.g. spouse, colleague, Union representative, friend etc.)						
SIGNATURE OF THIRD PARTY if Employee is unable to sign for any reason. (E.g. Employee is in hospital, Unconscious etc.)					**Date:**	

Signature of witness		**Date**	
Full Name & Surname :			
Tel No. :			
Cell No. :			

PART C: EMPLOYEE REFUSAL OF CONSENT FORM

Instructions

1 **Please see paragraph 10 of the instructions on page 1.**

2 **Do not complete this part if you completed Part B.**

Authority

I_____, ID No _____;

PERSAL No_____ an employee of the _____ (hereinafter referred to as "the Employer") hereby refuse to give consent-

a) for the release to the Employer and Health Risk Manager appointed by the Employer of any and all details and information, specifically including confidential information, relating to any illness, injury or condition including, without limitation, all clinical records, laboratory results (including blood and other tests), x-rays, records of all prescribed medication and treatments, progress reports and summaries, correspondence between my medical practitioner and any other person who has provided treatment or where I have been a patient or from whom I have received any medical treatment of any nature whatsoever.

b) To be subjected to any further medical examination that the employer or its Health Risk Manager may require.

I know and understand that by not providing consent I acknowledge and agree that the Employer and the Health Risk Manager will only consider available information to assess my incapacity leave and/or ill health retirement application.

Indemnity

I hereby indemnify the Employer and its Health Risk Manager against any claim whatsoever, which may be made against them as a result of, or arising from my refusal to give consent.

Signed at_____ on this the _____day of _____ 20___.

SIGNATURE/MARK OF EMPLOYEE::				**Date:**		
In the event that this consent form is signed by anyone but the applicant him or herself, i.e. a Third Party, please provide the following information:						
Full name and surname of signing third party:						
Telephone no of third	home		work		cell phone	
Reason for signing on employee's behalf						
Relationship of signing third party to Employee (e.g. spouse, colleague, Union representative, friend etc.)						
SIGNATURE OF THIRD PARTY if employee is unable to sign for any reason. (E.g. employee is in hospital,				**Date:**		

Signature of witness		**Date**	
Full Name & Surname :			
Tel No. :			
Cell No. :			

PART D: MEDICAL REPORT (To be completed by the attending medical practitioner)

Dear Medical Practitioner,

We would appreciate your co-operation in providing the information requested in this form.

This employee, your patient, is consulting you as he/she is not well. Importantly, this ill-health retirement application is subject to an assessment and is granted entirely at the discretion of the Head of Department. Consequently, far more detailed objective medical information is required.

Failure to provide detailed and adequate medical data in this Medical Report will result in there being insufficient information on which to make an informed decision and as such the employee may not be granted ill-health retirement.

Thank you sincerely for taking the time to complete this report. Your assistance is greatly appreciated.

1. EMPLOYEE DETAILS	
Title	
Surname	
First name	
Persal number	
Id number	
Date of birth	
How long have you been the patient's treating medical practitioner?	
On which date did you first consult with the patient?	
On which date did you last consult with the patient?	

2. EMPLOYEE'S MEDICAL DETAILS
2.1. DIAGNOSIS
2.1.1. What is the nature of the illness/injury from which the patient is suffering? Please indicate the diagnosis (DSM/ICD), if applicable.

2.1.2. What were the presenting symptoms and when did they first appear?
2.1.3. Please detail any co-morbid conditions that will impact on the employee's recovery and incapacity.
2.2. IMPAIRMENT
2.2.1. Describe fully the nature and extent of the physical impairment which resulted in the patient's inability to perform his/her normal duties
2.2.2. Describe fully the nature and extent of the cognitive and /or psychological impairment which resulted in the patient's inability to perform his/her normal duties. (Including MMSE/MoCA if applicable).
2.2.3. In the case of a psychiatric condition, please indicate the GAF at the beginning of treatment and the GAF at review consultations.
2.3. MEDICAL HISTORY
2.3.1. Please detail the onset and history of the illness and/ or injury, including the presenting symptoms.

2.3.2. Please provide details of ***ALL*** consultations with the patient over at least the past six (6) months in the table below:

Date of consultation	Complaint	Treatment	Response

2.3.3. Please provide details of other medical practitioners' referrals or of hospital admissions over at least the past 3 years.

Name of hospital	Reason for admission	Date admitted	Date discharged	Relevant medical practitioner's name	Speciality	Treatment / surgery

2.4. INVESTIGATIONS

2.4.1. Please detail the objective findings, such as blood tests, x-ray reports, ECG, Echocardiography findings, histology results, etc. PLEASE INCLUDE COPIES OF ALL AVAILABLE REPORTS.

2.4.2. In the case of cardiac conditions, please indicate the most recent ventricular ejection fraction and the grading of dyspnoea according to the NYHA.

2.4.3. In the case of pulmonary disorders, kindly include the most recent lung function test results.

2.4.4. In the case of spinal (neck and back) conditions, kindly include latest radiology report.

2.4.5. In your opinion should the patient undergo further investigations? Please comment.
2.5. TREATMENT
2.5.1. Please provide details of present treatment, i.e. medication (product name, strength, dosage and duration), rehabilitation, counselling, etc. and how successful they have been.
2.5.2. Please comment on the patient's compliance with and response to all treatment initiated.
2.5.3. Please detail any complications or side effects of treatment experienced by the patient.
2.5.4. In your opinion could further treatment (e.g. pharmacological / surgical and/or rehabilitation) be beneficial to the patient.
2.6. PROGNOSIS
2.6.1. What, in your opinion, is the estimated long term prognosis for the patient's condition?

2.6.2. In your opinion, is the present incapacity temporary or permanent? In the case of temporary incapacity, please indicate an estimated time period and what is the patient's occupational prognosis (if applicable)?
2.6.3. What is the estimated degree of recovery? Kindly tick below:

No recovery	Partial recovery	Full recovery

2.7. WORK ABILITY

2.7.1. Do the patient's work duties and / or environment and /or labour related issues affect the illness or injury or work ability?	Yes		No	

If yes, please provide details:

2.7.2. Please comment on the general mobility of the patient and indicate if assistive devices are required.
2.7.3. In your opinion, if the patient is not able to perform his/her duties, what adapted or alternate duties are possible?

2.8. GENERAL

2.8.1. Please add any general comments in respect of this patient's state of health that will assist in assessing the employee's application.

3. MEDICAL PRACTITIONER'S DETAILS:			
Surname:		Initials:	
Practice No:		HPCSA Registration No:	
Email Address:		Fax No:	
Address:			
Telephone Number:		Cell phone number:	

4. DECLARATION
I hereby declare and warrant that the information given above is factual, true and correct and that no material information has been withheld nor any relevant circumstances omitted.

Signed at _____on this _____ Day of _____ 20___

_____

SIGNATURE OF MEDICAL PRACTITIONER

PART E: MOTIVATION OF SUPERVISOR/MANAGER (All fields in this part are mandatory and must be completed)

1. Describe your observations and the impact the employee's illness had on the employee and his/her ability to work. Attach a separate page as an annexure if necessary

2. JOB DETAILS OF THE EMPLOYEE						
Job Title:		Does the employee have staff reporting to him/her?	Yes		No	
Prescribed daily hours of work/Average daily hours of work						
Nature of Appointment	Full-time	Fulltime: Shift work	Part-time	Contract		
Does this employee perform night shifts	Yes		No			
If the employee perform night shifts on a regular basis has s/he requested to undergo a medical examination in terms of section 17 (3) (b) of the BCEA, 1997 as amended? (If a report has been issued and health related issues have been identified please attach a copy of the report to this application.)	Yes		**No**			

3. EMPLOYEE'S CURRENT JOB DEMANDS					
PLEASE SPECIFY THE PERCENTAGE (%) TIME SPENT IN: (Total percentage to equal 100%)					
TASK	PERCENTAGE:	TASK	PERCENTAGE:	TASK	PERCENTAGE:
Managerial		Administrative		Clerical	
Supervisory		Light Manual		Heavy Manual	
Machine Operator		Travel		Driver	
Other (Specify)					
4. RECOMMENDATION OF SUPERVISOR OR MANAGER:					

Application Supported		Application Not supported	
If not supported please provide reasons for not supporting application			
Full Name & Surname of Supervisor / Manager:			
Designation			
Tel Number:		Cell Phone Number:	
Date:			
Signature of Supervisor/Manager			

PART F: REPORT TO THE HEALTH RISK MANAGER COMPLETED BY THE HUMAN RESOURCES DIVISION

IMPORTANT NOTES

The following documentation must be attached:

1. **A certified copy of employee's Identity Document (compulsory)**
2. **Medical report/s (compulsory)**
3. **Blood tests, x-ray results, scan results, etc. (compulsory)**
4. **Additional written motivation (If supplied by employee)**
5. **PERSAL printout of all leave records of the previous & current leave cycles (PERSAL Function #4.5.11 Option 5)**
6. **Copies of all sick leave forms and medical certificates for the current and previous leave cycle**
7. **Sealed envelope marked for the attention of the Health Risk Manager (If supplied by employee)**
8. **A Shift Roster if an employee is a shift worker**
9. **Medical report issued in terms of section 17 (3)(b) of the BCEA, 1997 as amended (if applicable)**

1. CONTACT DETAILS OF HR MANAGER OR DELEGATE(as per written delegation) :

Name		Surname				
Designation:						
Department:		Province		National		
Department address:						
Contact number (Code & no):	Work		Alternative			
	Cell phone		Fax no			
Email address:						
Signature:		Date:				

2. CONTACT DETAILS OF ALTERNATIVE PERSON IN HR						
Name and Surname of contact person in department			Designation			
Contact number (Code & no):	Work		Alternative		Fax no	
E-mail address						

3. DECLARATION			
I hereby declare that the information provided is to the best of my knowledge true and correct and that no material information has either been withheld or omitted.			
Print Name & Surname			
Signature of Head of Department or delegate (as per written delegations)		Date	

PART G: FINAL DECISION BY THE HEAD OF DEPARTMENT (All Fields are mandatory and must be completed)

Ill-health retirement requested	Approved	Not Approved
COMMENTS/CONDITIONS/INSTRUCTIONS:		
Print Name		
Signature of Head of Department or delegate as per written delegations	Date	

FOR OFFICIAL USE

ACTIONS	CAPTURED/EXECUTED		CHECKED & SIGNED OFF	
Employee notified of decision	Name & Surname:		Name & Surname:	
	Date actioned		Date actioned	
Decision captured on PERSAL	Name & Surname:		Name & Surname:	
	Date actioned		Date actioned	
Salary overpayment recovered or Leave without pay implemented, (if applicable)	Name & Surname:		Name & Surname:	
	Date actioned		Date actioned	
Referred to EHW (if applicable)	Name & Surname:		Name & Surname:	
	Date actioned		Date actioned	
Referred to Labour Relations (if applicable)	Name & Surname:		Name & Surname:	
	Date actioned		Date actioned	

ANNEXURE F

SHORTEND APPLICATON FORM FOR ILL-HEALTH RETIREMENT

IMPORTANT

1 This form comprises two parts, i.e. Parts A and B. The employer must complete Part A. The employee must complete Part B

2 Please ensure that this form is duly completed, signed and accompanied by all the required supporting documents, as missing or omitted since lacking information will delay finalisation of the application.

3 This application must only be used in the event where the Head of Department, following a full assessment of an employee for purposes of long temporary incapacity leave, decides that such an employee should be retired on the grounds of ill-health in terms of the *Policy and Procedure on Incapacity Leave and Ill-health Retirement (PILIR).*

4 This application form and supporting documentation is classified in terms of the Minimum Information Security Standards as 'Confidential'.

PART A: STATEMENT BY EMPLOYER

1. PARTICULARS OF THE EMPLOYEE TO BE CONSIDERED FOR ILL-HEALTH RETIREMENT				
Surname		First names		
Date of birth		ID No.		
PERSAL number		Gender	Female	Male
Date appointed in the Department		Date joined GEPF		
Annual pensionable salary		Retirement age		
Address		E-mail address:		
Contact Telephone Numbers	@ home	@ work	Cell phone	

2. CONTACT DETAILS OF DEPARTMENT (Please provide details of two contact persons)			
Physical address of Department			
CONTACT PERSON IN DEPARTMENT		Designation	
Tel no (Code and No)		Fax no (Code & No)	
E-mail address			
ALTERNATIVE CONTACT PERSON			
Contact person in department		Designation	
Tel no (Code and No)		Fax no (Code & No)	
E-mail address			

3. DETAILS OF EMPLOYMENT						
Job title						
Current work status				**Still working**	**Yes**	**No**
Please mark below with a tick in the applicable box				**Full-time/Part-time**		
On normal sick leave	**YES**	**NO**	**N/A**	**Last day at work**		
On incapacity leave	**YES**	**NO**	**N/A**			

4. ATTACHMENTS (COMPULSORY)	Please Tick
▪ Copy of Report to the Health Risk Manager (attachments included)	
▪ Recommendation from the Health Risk Manager	
▪ A certified copy of the employee's identity document	

DECLARATION	***I hereby declare that the employee has been informed of the conditions of the Fund rules concerning ill-health benefits.*** ***I hereby declare and warrant that the information given is factual, true and correct, and that no material information has been withheld or any relevant circumstances omitted.***		
Signature of Head of Department or delegate		**Date**	
Print Name		**Designation**	

PART B: STATEMENT BY EMPLOYEE

PERSONAL PARTICULARS				
Surname				
First names				
Date of birth		ID No.		
PERSAL number				
Residential address		Postal address		
Telephone numbers:	@ work (Code and No)		@ home (Code & No)	
Alternative contact number		Cell No		
E-mail address:				

DECLARATION	*I hereby declare and confirm that the answers given by me or the information disclosed in this form are complete in all respects, are both true and correct (whether in my handwriting or not) and that no material information has been withheld nor has any relevant information regarding my physical and/or mental health been omitted, either intentionally or negligently.*		
Signature of employee or of the person completing form if applicant is unable to do so.		Date	

Signature of witness 1		Date	
Full Name & Surname :			
Tel No. :		Code	
Cell No. :			

Signature of witness 2		Date	
Full Name & Surname:			
Tel No. :		Code	
Cell No. :			

ANNEXURE G

GUIDELINES FOR INCAPACITY ASSESSMENT

TABLE OF CONTENTS

INTRODUCTION

1. This section contains guidelines to the assessment of incapacity based on ill health. These guidelines utilise the published LOA (Life Offices Association of SA) Disability Assessment Guidelines. The complete documents are available in electronic format on the LOA website at www.loa.co.za and consent was obtained from the LOA for these guidelines to be utilised by the Public Service.

2. This section provides an adjusted version of each of five published LOA Disability Assessment Guidelines on specific medical conditions, together with a clinical report format for each, for use by the Public Service, the appointed Health Risk Manager and medical specialists involved in assessing incapacity.

A: INCAPACITY BASED ON PSYCHIATRIC CONDITIONS

A1 Guidelines to the management of incapacity applications based on psychiatric grounds

A2 Clinical report format for incapacity base on psychiatric conditions

A1 GUIDELINES TO THE MANAGEMENT OF INCAPACITY APPLICATIONS BASED ON PSYCHIATRIC GROUNDS

1. FUNDAMENTAL PRINCIPLES

1.1. Certain fundamental principles discussed and accepted, as basic criteria should be distributed to and adhere to by each and every doctor, psychologist or psychiatrist dealing with psychiatric incapacity applications. These are:

1.1.1. All incapacity applications on psychiatric grounds should be assessed and treated by a psychiatrist.

1.1.2. The important work done by general practitioners and/ or clinical psychologists should not be undervalued, but a psychiatric condition is severe enough to warrant permanent incapacity should at least have been optimally treated by a registered psychiatrist.

1.1.3. Psychiatrists should express their professional opinion only on functional impairment, and not on incapacity.

1.1.4. Confidentiality of medical reports should be maintained at all times.

1.2. In view of the sensitive nature of some of the psychiatric reports, and the individual's right in terms of the new Bill of Rights, medical reports should be mailed or faxed directly to the Health Risk Manager only of the Public Service or the employing department involved. Under no circumstances should any medical reports be handed over to an intermediary party, e.g. a broker, manager at work, personnel department, etc.

1.3. The psychiatrist should:

1.3.1. Peruse all medical documentation available

1.3.2. Obtain all relevant collateral information needed

1.3.3. Do a full standard psychiatric evaluation

1.3.4. Make a diagnosis based on DSM IV guidelines, and

1.3.5. Compile a complete clinical report, supplying the maximum detail on the topics discussed.

1.4. It is vital that the psychiatrist informs the employee that:

1.4.1. The final decision on incapacity lies with the Head of Department, on the recommendation of the Health Risk Manager, and not with the doctor or specialist.

1.4.2. By referring to the criteria, the psychiatrist will be able to get a good indication of how the Public Service will approach an incapacity application with a similar diagnosis.

1.4.3. The psychiatrist can then use his own judgement, in cases where it is obvious from the criteria that the application will not be admitted, and either:

(a) Inform the patient as such and continue with an adequate treatment regime, or

(b) Forward the documentation for the Head of Department to make the final decision and communicate with the employee.

1.4.4. Because of the importance of confidentiality of medical reports, the relevant documents should be forwarded directly to the employing department, who will refer it to the Health Risk Manager for an assessment.

1.4.5. The Health Risk Manager will assess the incapacity application and will then be in a position to either:

(a) Make a recommendation to the Head of Department, or

(b) Call for another expert opinion, in cases where doubt may still exist.

1.5. In these doubtful cases, a psychiatrist nominated by the Health Risk Manager will be asked to review the case and give his/her objective opinion on the impairment only.

1.6. The relevant psychiatrist will be provided, with the necessary consent, with all relevant documents and information relating to:

1.6.1. The employee and the personal details

1.6.2. Full job description

1.6.3. All relevant medical and psychiatric reports.

1.7. The relevant psychiatrist should then follow the guidelines as set out for the primary treating psychiatrist in compiling a full clinical report. S/he will in most cases also liaise with the treating psychiatrist, (and obtain additional investigations if required, after discussion with and obtaining approval for these investigations, if required, after discussion with an obtaining approval for these investigations, from the Health Risk Manager of the Public Service.

1.8. At all times there should be an open line for discussion between the Health Risk Manager and the relevant psychiatrists, and in some of the more difficult cases a third opinion may even be sought.

2. CRITERIA FOR ASSESSING PSYCHIATRIC DISORDERS

2.1. SOME BASIC PRINCIPLES:

2.1.1. Although disagreement may exist with the criteria laid down, the view is held that these are based on current knowledge and sound clinical judgement. They are intended to assist the psychiatrist, who is often placed in a difficult situation when having to assess employees for incapacity applications.

2.1.2. These guidelines are intended on the one hand to prevent premature and incorrect decisions being made concerning permanent occupational impairment, and on the other to ensure that genuine cases are not discriminated against. This is the best way of safeguarding the rights of psychiatric patients.

2.1.3. No specific psychiatric disorder is in itself an indication for permanent incapacity. Degrees of functional impairment vary widely among individuals, and among all the psychiatric disorders.

2.1.4. Decisions regarding the irreversibility of impairment cannot be made hastily. A condition can only be declared non-responsive after optimal treatment has been applied - i.e. sufficiently high dosages of medication for a long enough period of time. Treatments applied need to be those generally recognised as appropriate for the psychiatric disorder in question (N.B. sleep therapy is not a generally accepted form of treatment for any psychiatric disorder). Patient compliance is also important - a patient who does not keep psychotherapy appointments, or who does not take medication regularly, cannot be said to be non-responsive to treatment.

2.1.5. The psychiatrist should never lead a patient to believe that s/he will be declared permanently medically unfit on the basis of a psychiatric report. Remember - the psychiatrist's job is to assess the degree of impairment and to indicate whether this permanent or not - the Health Risk Manager of the Public Service will make recommendations to the Head of Department, who will take the actual decision regarding the employee's incapacity.

2.1.6. Whenever possible collateral information should be obtained before motivating for total and permanent incapacity on psychiatric grounds. This is particularly so when incapacity is applied for due purely to subjective symptoms and reactions.

2.2. SPECIFIC DISORDERS COMMONLY LEADING TO INCAPACITY APPLICATIONS

2.2.1. MAJOR DEPRESSIVE DISORDER

(a) The majority of cases of major depressive disorder there are a complete remission of symptoms, and functioning returns to the pre-morbid level. There are, however, significant minorities who do have residual symptoms that may persist for months to years. The degree and duration of impairment vary widely.

(b) The disorder can be specified as chronic only after full criteria have been met continuously for at least the past 2 years.

(c) The condition can only be regarded as refractory after optimal treatment has failed. Optimal treatment comprises:

i. Adequate dosages (close to the manufacturer's recommended maximum dose, or the highest dose that the patient can tolerate) of different classes of antidepressants, for an extended period of time (e.g. 6 weeks each)

ii. Electroconvulsive therapy is safe and effective in refractory depression. If not applied for this disorder, reason should be given why not.

iii. Psychotherapy is usually indicated as adjunctive treatment in refractory depression. Patients need to be compliant.

(d) Suicidal ideation as such is not an indication of medical incapacity.

2.3. DYSTHYMIC DISORDER

Although this disorder follows a chronic course and is often not dramatically responsive to treatment, the degree of associated impairment is usually not sufficient to cause permanent occupational impairment.

2.4. ADJUSTMENT DISORDER

The degree of impairment is usually not severe enough to consider permanent incapacity. When symptoms related to stress are more severe or protracted, the patient will usually meet criteria for a major depressive disorder, or another psychiatric disorder, and the guidelines for that disorder will then apply.

2.5. POST-TRAUMATIC STRESS DISORDER

2.5.1. This has become one of the more common diagnoses given for patients applying for medical incapacity in South Africa. There have been several cases of patients grossly misrepresenting the severity of stressors to which they were allegedly exposed, as well as the symptoms of this disorder. The diagnosis is often applied, both by lay-people and professionals.

2.5.2. For these reasons, psychiatrist should adhere to the criteria as laid down for this diagnosis. Note that criterion A. (2) of the DSM IV requires that the person's response to the initial traumatic event, this criterion should be enquired after.

2.5.3. Post-traumatic stress disorder usually resolves with time, so the majority of patients should not come into consideration for permanent occupational impairment. Duration of the symptoms varies, with complete recovery occurring within 3 months in approximately half the cases. For the rest, various degrees of persistence of symptoms occur. Approximately 10% remain unchanged or become worse.

2.5.4. Treatment options are: Pharmacotherapy (antidepressants); individual psychotherapy (especially behavioural, cognitive, crisis intervention and psychodynamic); and group therapy mutual self-help and family).

2.5.5. An extended period of appropriate treatment is necessary before the condition can be regarded as permanent. It is not usually possible to declare an individual treatment-resistance after only a few months of treatment.

2.5.6. The return of the patient to a work situation where s/he is exposed to danger, or is reminded of past traumatic events, can often exacerbate the condition. However, this does not preclude the patient from working in a different environment, where these factors are not present.

2.6. OTHER ANXIETY DISORDERS

2.6.1. Panic disorder with agoraphobia, social phobia and generalised anxiety disorder are often associated with avoidance behaviour to such an extent that significant impairment of occupational and social functioning occurs. However, once again these disorders often respond favourably to treatment, so that optimal treatment needs to be applied for an extended period before the condition can be considered irreversible.

2.6.2. Obsessive-compulsive disorder. Although sometimes severely incapacitating, modern treatment (in the form of anti-obsessional drugs such as clomipramine of fluoxetine together with specific behavioural therapy techniques) often provides effective relief.

2.7. PSYCHOTIC DISORDERS

(Schizophrenia; bipolar disorder; schizo-affective disorder; delusional disorder; psychotic disorder due to a general medical condition; substance- induced psychosis)

These conditions are usually associated with severe functional impairment during psychotic episodes. Any decision regarding permanent incapacity should, however, be delayed until optimal recovery has taken place. Factors such as the presence of residual symptoms, degree of insight, nature of employment and likelihood of relapse need to be considered when assessing long-term impairment.

2.8. COGNITIVE DISORDERS

(Dementia, amnestic disorder and personality change due to general medical condition)

2.8.1. It is essential that these patients undergo full assessment. This should include the appropriate special investigations, including neuroradiological (CT or MRI scan) and neuropsychological testing.

2.8.2. In the case of brain injury, a sufficient period of time should be allowed for recovery to occur. This may be 2 years or more.

2.9. PERSONALITY DISORDERS

On their own, these are not usually regarded as indicating permanent occupational impairment.

2.10. Chronic fatigue syndrome

Because this is not a psychiatric disorder, psychiatrists should not be primarily involved in assessment of impairment. However, depression is often present, and the opinion of a psychiatrist may be sought.

2.11. EPILEPSY

Again, this is not a psychiatric disorder. Psychiatric grounds for incapacity may, however, arise if psychiatric sequelae (e.g. psychotic disorder or cognitive disorder) were to occur.

A2: CLINICAL REPORT FORMAT FOR INCAPACITY BASE ON PSYCHIATRIC CONDITIONS

1. Identification of employee

Name		
ID No		
Age		
Gender		
Date of birth		
PERSAL No		
Employing department		
Occupation		
Anthropometry	Height:	Weight:

2. The psychiatric assessment should include:

   2.1. A full psychiatric history and mental status examination

   2.2. Collateral information – from family, employer, and any other appropriate sources.

   2.3. Perusal of previous medical documentation.

   2.4. Appropriate special investigations.

3. The psychiatric report should include:

   3.1. Date of onset of the disorder

   3.2. Precipitating factors

   3.3. Course

   3.4. Severity of symptoms

   3.5. Perpetuating factors

   3.6. Special investigations

3.7. Diagnosis according to DSM or ICD criteria

3.8. Treatment applied:

3.8.1. Medication – specify:

(a) drugs used

(b) duration

(c) close

(d) compliance

3.8.2. Psychotherapy – specify:

(a) Type

(b) Frequency

(c) Duration

(d) compliance

3.8.3. Hospitalisation (or reasons why not)

(a) ECT

(b) Other

3.9. Response to treatment

3.10. Complications

3.11. Impact on occupational and social functioning

3.12. Prognosis

B: INCAPACITY BASED ON LOWER BACKACHE

B1 Guidelines to the management of incapacity applications based on lower backache

B2 Clinical report format on lower backache

B1: GUIDELINES TO THE MANAGEMENT OF INCAPACITY APPLICATIONS BASED ON LOWER BACKACHE

1. ASSESSING FUNCTIONAL IMPAIRMENT

This should include:

1.1. A backache questionnaire completed by the employee.

1.2. An attempt to measure the degree of pain of the employee by obtaining an accurate history of analgesic use. The Oswestry pain questionnaire should be included to get optimal information on the degree of pain and its limitations on daily activities of the employee.

1.3. A complete systematic physical examination of the employee.

1.4. Completing a full medical report, which should meet the minimum standards as described later.

2. THE BACKACHE QUESTIONNAIRE

This questionnaire should be standardised, printed and supplied by the Health Risk Manager to the employee in every case of lower backache.

3. EVALUATION OF PAIN

3.1. Although pain is a difficult entity to quantify objectively, the medical examiner should be able to classify employees by using a pain scale. To achieve this, data obtained from the back pain questionnaire and the Oswestry pain questionnaire, as well as details of analgesic use, should be used.

3.2. A very practical pain scale is recommended:

Grade 1: The employee does not use any analgesics and can ignore the pain.

Grade 2: The employee occasionally needs pain medication but can continue with normal activities.

Grade 3: The employee is in constant need of analgesics and is often incapable of performing his normal duties.

Grade 4: The employee needs hospitalisation, bed rest and/or injections for his/her pain.

4. COMPLETE SYSTEMATIC PHYSICAL EXAMINATION

4.1. It is important to document any abnormal findings during the assessment, which should include:

4.1.1. a good clinical history;

4.1.2. a systematic clinical examination, which may need to be repeated to check for consistency; and

4.1.3. well-planned special investigations.

4.2. The clinical assessment should focus on:

4.2.1. gait

4.2.2. loss of function

4.2.3. range of movement

4.2.4. neurological status

4.3. Careful consideration must be given to the correlation between symptoms and pathology identified, and this fact should be commented on in the final clinical report.

4.4. Discrepancies in the above can usually be explained either by psychological disturbances or by exaggeration related to applications for compensation. More detailed assessment must then include:

4.4.1. full psychological evaluation

4.4.2. occupational therapist evaluation

4.4.3. sometimes a social worker report

4.5. If an indication for any of the above reports is identified during the assessment, this fact should be reflected in the clinical report for the Health Risk Manager to arrange.

5. PAIN AND IMPAIRMENT

5.1. The poor relationship between pain, objective clinical findings and radiological abnormalities has been well documented. The question of when pain is a cause of incapacity is not always straightforward, and the following should be considered:

5.1.1. *Pain, with no objective clinical findings and no abnormal radiological findings.* The consensus opinion is that this scenario is a cause of neither incapacity nor impairment. These patients can usually cope with slight adjustments in their workplace or with better pain control. In these cases other socio-economic

causes of backache should be considered and eliminated, and very often a psychological analysis can be of great value.

5.1.2. *Pain with objective clinical findings, but no abnormal radiological findings.* These constitute the majority of acute backache syndromes seen frequently. The cause is usually a soft-tissue injury, which responds well to conservative treatment. These patients virtually never progress to chronic backache.

5.1.3. *Pain, without objective clinical findings, but with abnormal radiological findings*. These patients may have functional impairment, which may lead to incapacity under certain conditions. It is important, however, that the radiological findings should be outside the normal range of findings for the specific age group in question, and correlate with the reported symptomatology. These cases may well lead to incapacity in cases of manual or physical labour.

5.1.4. *Pain, with both objective clinical signs and abnormal radiological findings.* Employees in this category may have sufficient functional impairment to warrant an incapacity application, and should be fully assessed as described in this protocol.

B2: FORMAT OF CLINICAL REPORT ON LOWER BACKACHE

A comprehensive clinical report by the examining medical specialist should include the following:

1. Identification of employee:

Name		
ID No		
Age		
Gender		
Date of birth		
PERSAL No		
Employing department		
Occupation		
Anthropometry	Height:	Weight:

2. Clinical history, dates on onset and progress of spinal condition
3. Cause/aetiology of spinal condition
4. Diagnosis
5. Severity of back condition
    - 5.1. Grade of pain
    - 5.2. Aggravating factors
    - 5.3. Relieving factors
    - 5.4. Secondary gain factors
6. Comprehensive clinical examination findings
7. Treatment given:
    - 7.1. Medication (duration, dosages, brand names)
    - 7.2. Hospitalisation

7.3. Paramedical:

7.3.1. Occupational therapist

7.3.2. Physiotherapist

7.3.3. Biokinetician

7.4. Surgery

7.5. Other:

7.5.1. Rehabilitation programmes

7.5.2. Traction

7.5.3. Braces

7.6. Response to treatment

7.7. Complications

7.8. Perceived prognosis:

7.8.1. Reassessment necessary

7.8.2. Alternative treatment suggested

7.9. Effect on work and activities of daily living

7.10. Special investigations (supply copies)

7.10.1. Those done, and results thereof

7.10.2. Those suggested to be done

7.11. Additional factors which may influence outcome:

7.12. Comments on emotional state of patient

7.13. Comments on concurrent illnesses

ADDENDUM 1

BACK PAIN QUESTIONNAIRE

1. PERSONAL DETAILS

Surname		**First names**	
Date of birth		**ID Number**	
PERSAL No			
Residential address		**Work address**	
Telephone numbers:			
Office hours		**Home**	
Alternative contact number		**Cell**	
Medical Aid		**Medical Aid No**	
Occupation		**Qualifications**	
Marital status		**No dependants**	
Job description			

2. CLINICAL HISTORY OF BACKACHE

2.1. Main complaint:

.....

.....

.....

.....

2.2. Regarding backache:

2.2.1. When did it start?

.....

2.2.2. How did it start?

.....

.....

2.2.3. Describe the injury.

.....

.....

2.3. Progress of backache:

Treatment received	Yes/No	Dates	By whom
Medication			
Physiotherapy			
Hospitalisation			
Corset			
Traction			
Operations			
Response to treatment			

2.4. **Rehabilitation:**

2.4.1. Did you receive any formal physical rehabilitation?

.....

.....

.....

2.4.2. If so, when and by whom?

.....

.....

.....

3. CURRENT STATUS OF BACKACHE

3.1. **Describe the pain:**

3.1.1. Type of pain

.....

.....

3.1.2. Exact site of pain

.....

.....

3.1.3. Spreading of pain

.....

.....

3.2. **Influence on daily activities:**

3.2.1. How long can you

(a) Stand

.....

(b) Sit

.....

(c) Walk

.....

(d) Travel

.....

(e) Drove a car

.....

3.2.2. Can you bend?

.....

.....

3.2.3. Is your sleeping pattern affected? Describe fully.

.....

.....

3.2.4. Can you dress yourself?

.....

.....

3.2.5. Is your sex life affected?

.....

.....

3.3. **Analgesic use**

3.3.1. Which brands of painkillers are you currently using?

.....

.....

3.3.2. Supply dosages.

.....

.....

3.3.3. How many do you take daily of each?

.....

.....

3.4. **Physiotherapy**

Supply dates of treatment and by whom.

.....

.....

3.5. **Social activities**

Which sport and social activities are you currently still partaking in?

.....

.....

3.6. **Future planning:**

3.6.1. How do you plan to spend your future?

.....

.....

3.6.2. What is your expected outcome of your backache?

.....

.....

3.6.3. Are you planning to do any part-time or sessional alternative work?

.....

.....

3.7. **General medical history**

3.7.1. Do you suffer from any diseases that warrant regular medication or follow-up? *Please supply details.*

.....

.....

3.7.2. What other medication are you currently taking (excluding painkillers)?

.....

.....

3.7.3. Do you suffer from any

	Yes	No
Heart disease		
Lung disease		
Gastrointestinal tract disorders		
Kidney or bladder problems		
Central nervous system disorders		
Any other bone/joint pain		
Any psychiatric or mental condition		

3.7.4. If yes, please supply details:

.....

.....

3.8. **Social activities**:

3.8.1. Supply details of any sport participation

(a) Before back problem

.....

.....

(b) After back problem

.....

.....

3.8.2. Details of hobbies, club membership, committees, etc.

.....

.....

3.9. **Habits:**

3.9.1. Smoking

.....

3.9.2. Alcohol

.....

3.10. **Family history:**

Please supply details of any serious diseases in the family, e.g. diabetes, heart diseases, disabling lower backache, etc.

.....

.....

.....

ADDENDUM 2

THE OSWESTRY LOW BACK PAIN INCAPACITY QUESTIONNAIRE

Surname		First names	
Date of birth		ID Number	
PERSAL No			
Residential address		Work address	
Telephone numbers:			
Office hours		Home	
Alternative contact number		Cell	
Medical Aid		Medical Aid No	
Occupation		Qualifications	
Marital status		No dependants	
Job description			

1. How long have you had back pain?

Years	
Months	
Weeks	

2. How long have you had leg pain?

Years	
Months	
Weeks	

Mark with an X in the applicable blocks

SECTION 1: PAIN INTENSITY

- ❑ I can tolerate the pain I have without having no use painkillers.
- ❑ The pain is bad but I manage without taking painkillers.
- ❑ Painkillers give complete relief from pain.
- ❑ Painkillers give moderate relief from pain.
- ❑ Painkillers give very little relief from pain
- ❑ Painkillers have no effect on the pain and I do not use them.

SECTION 2: PERSONAL CARE (WASHING, DRESSING, ETC.)

- ❑ I can look after myself normally without causing extra pain.
- ❑ I can look after myself normally but it causes extra pain.
- ❑ It is painful to look after myself and I am slow and careful.
- ❑ I need some help but manage most of my personal care.
- ❑ I need help every day in most aspects of self-care.
- ❑ I do not get dressed, wash with difficulty and stay in bed.

SECTION 3: LIFTING

- ❑ I can lift weights without extra pain.
- ❑ I can lift heavy weights but it gives extra pain.
- ❑ Pain prevents me from lifting heavy weights off the floor, but I can manage if they are conveniently positioned, e.g. on a table.
- ❑ Pain prevents me from lifting heavy weights but I can manage light to medium weights if they are conveniently positioned.
- ❑ I can lift only very light weights.
- ❑ I cannot lift or carry anything at all.

SECTION 4: WALKING

- ❑ Pain does not prevent me walking any distances.
- ❑ Pain prevents my walking more than I km.
- ❑ Pain prevents my walking more than 800 m.
- ❑ Pain prevents my walking more than 400 m.
- ❑ I can only walk using a stick or crutches.
- ❑ I am in bed most of the time and have to crawl to the toilet.

SECTION 5: SITTING

- ❑ I can in any chair as long as I like.
- ❑ I can only sit in my favourite chair as long as I like.
- ❑ Pain prevents my sitting for longer than I hour.
- ❑ Pain prevents my sitting for longer than 30 minutes
- ❑ Pain prevents my sitting for longer than 10 minutes.
- ❑ Pain prevents my sitting at all.

SECTION 6: STANDING

- ❑ I can stand as long as I want without extra pain.
- ❑ I can stand as long as I want but it gives me extra pain.
- ❑ Pain prevents my standing for more than 1 hour.

- ❑ Pain prevents my standing for more than 30 minutes.
- ❑ Pain prevents my standing for more than 101 minutes.
- ❑ Pain prevents my standing at all.

SECTION 7: SLEEPING

- ❑ Pain does not prevent my sleeping at all.
- ❑ I can sleep well only by using tablets.
- ❑ Even when I take tables I have less than 6 hours' sleep.
- ❑ Even when I take tablets I have less than 4 hours' sleep.
- ❑ Even when I take tablets I have less than 2 hours' sleep.
- ❑ Pain prevents my sleeping at all.

SECTION 8. SEX LIFE

- ❑ My sex life is normal and causes no extra pain.
- ❑ My sex life is normal but causes some extra pain.
- ❑ My sex my sex life is nearly normal but is very painful.
- ❑ My sex life is severely restricted by pain.
- ❑ My sex life is nearly absent because of pain.
- ❑ Pain prevents any sex life at all.

SECTION 9: SOCIAL LIFE

- ❑ My social life is normal and gives me no extra pain.
- ❑ My social life is normal but increases the degree of pan.
- ❑ Pain has no significant effect on my social life apart from limiting any more energetic interests, e.g. dancing, etc.
- ❑ Pain has restricted my social life and I do not go out as often.
- ❑ Pain has restricted my social life to my home.
- ❑ I have no social life because of pain.

SECTION 10: TRAVELLING

- ❑ I can travel anywhere without extra pain.
- ❑ I can travel anywhere but it gives me extra pain.
- ❑ Pain is bad but I manage journeys over 2 hours.
- ❑ Pain restricts me to journeys of less than 1 hour.
- ❑ Pain restricts me to short necessary journeys under 30 minutes
- ❑ Pain prevents me from traveling except to the doctor or hospital.

COMMENTS:

.....

.....

.....

SIGNATURE: **DATE:**

C: INCAPACITY BASED ON CARDIAC DISEASE

C1 Guidelines to the management of incapacity applications based on cardiac disease

C2 Clinical report format on cardiac disease

C1: GUIDELINES TO THE MANAGEMENT OF INCAPACITY APPLICATIONS BASED ON CARDIAC DISEASE

1. ASSESSING CARDIAC FUNCTIONAL IMPAIRMENT

1.1. This evaluation should include:

1.1.1. A complete systematic cardiological examination of the patient. Other systemic conditions, which may contribute to the employee's current cardiac limitations, should be determined and mentioned in the final report.

1.1.2. Certain routine special investigations needed, as well as additional special investigations as indicated by specified criteria. More details are described below.

1.1.3. Categorisation of functional impairment according to guidelines and parameters provided.

1.1.4. Completing a full medical report, which should meet the minimum standards as described below.

2. COMPLETE CARDIOLOGICAL EXAMINATION

2.1. It is important to document any abnormal findings during the assessment, which should include:

2.1.1. A comprehensive clinical history, and

2.1.2. A systematic clinical examination, with the emphasis on the cardiovascular system.

2.2. Careful consideration should be given to the correlation between symptoms and pathology identified, and any discrepancies should be elaborated upon in the final report.

2.3. If the cardiologist finds any indication for an evaluation by a psychologist/ psychiatrist and / or occupational therapist, this should be recommended in the report for the Health Risk Manager to arrange.

3. SPECIAL INVESTIGATIONS

3.1. The following investigations should be available for all cardiological evaluations:

3.1.1. Chest X-rays

3.1.2. Bruce protocol (or similar) effort ECG, and

3.1.3. 2D echocardiogram

3.2. The Head of Department should therefore ensure that the Health Risk Manager is supplied with the results of the above investigation.

3.3. Any additional investigations that may be indicted should be authorised by the Head of Department.

4. LUNG FUNCTION

Lung function tests are indicated when there is normal cardiac function (i.e. left ventricular ejection fraction (LVEF) > 45%) in the presence of severe symptoms of functional impairment (e.g. New York Heart Association (NYHA) grade II or III). They are also indicated in the patient with a low voltage ECG with right axis deviation. Metacholine challenge should be included in the patient or family has a history of atopy or asthma.

5. DOPPLER STUDIES

5.1. Valvular heart disease is common in South Africa. While its quantification has improved dramatically as echocardiography techniques have become more refined. These patients may by physically impaired not just due to the primary valvular involvement, but also due to pulmonary hypertension or arrhythmias.

5.2. For assessment purposes valve areas of >1.2 cm^2 in the aortic position and 1.5 cm^2 in the mitral position are generally regarded as mild. However, the degree of regurgitation is frequently as important a factor in determining functional capacity, and should be assessed equally carefully.

5.3. Doppler assessment is indicated in all cases where impairment due to valvular heart disease is suspected, with measurement of diastolic flow patterns and pulmonary pressure.

6. EFFORT ECG

6.1. The end-point of any exercise regimen when doing an effort ECG is based on the patient's subjective clinical symptoms (tiredness, palpitations, shortness of breath, tired legs). This could lead to deceptively low target workloads (metabolic equivalents (METS), Bruce stage) achieved, especially if there is a substantial financial incentive for being declared disabled.

6.2. It is therefore vital that the cardiologist records blood pressure and pulse rate responses at each stage of the exercise protocol in order to verify patient co-operation and motivation.

7. CATEGORISATION OF FUNCTIONAL IMPAIRMENT PARAMETERS

7.1. Different degrees of impairment will produce different levels of incapacity, which should be assessed, with the requirements of the employee's job description and the incapacity clause specifications.

7.2. It is necessary to quantify impairment, categorise it and link it to the level of physical effort required in a specific occupation.

8. ASSESSMENT OF FUNCTIONAL IMPAIRMENT

8.1. Quantification of functional impairment is fraught with apparent discrepancies. Frequently the physician's assessment of functional capacity or a patient's ability to perform his or her duties is not in line with what the body of objective data from invasive and non-invasive tests performed, such as the LVEF, wedge pressure or echo measurements, would suggest. This makes objective assessment of the patient's right to apply for incapacity extremely difficult.

8.2. If, for instance, the application is genuine and founded upon the fact that the employee truly finds it impossible to perform his or her duties, even after a maximal effort to return to work, it is surely fair to grant it promptly. However, if the application reflects underlying depression or a perceived inability to return to work, stemming from emotionally inability to come to grips with the disease, caution is indicated. The prospects of a comfortable early retirement or being able to start a new career are clearly not grounds for recommending incapacity. In this case the intent of a set of guidelines for incapacity should be to address the underlying misconception and to encourage the employee to return to a productive life. The reality is that few patients who do receive incapacity are emotionally stable and well adapted after a number of years.

8.3. The questions that need to be addressed are whether the functional assessment is fair both to the applicant, who indeed has a right to compensation if his or her quality of life is severely impaired, and to the employing department, which needs to restrict such payments to those who are truly in need of them.

8.4. There are three grounds that could be considered for incapacity:

8.4.1. Objective severe impairment of cardiac function:

(a) Impaired LVEF as assessed by 2-D echo, MUGA or angiography

(b) Impaired functional capacity, i.e. high NYHA functional class

(c) Disabling (life-threatening) arrhythmias, and

(d) Refractory angina in patients not amenable to corrective procedures.

8.4.2. Non-suitability for current work (client work mismatch):

(a) High-risk profession, e.g. commercial airline pilot, diver, air traffic controller, locomotive, bus or taxi driver, machine operator, etc.

(b) Physically demanding profession, e.g. artisan, and

(c) Emotionally demanding profession, e.g. actor, teacher.

8.4.3. Increased mortality:

(a) Widespread atherosclerotic disease, i.e. multiple myocardial infarctions in the presence of peripheral vascular disease, bruits or claudication

(b) Repetitive life-threatening arrhythmias, e.g. recurrent ventricular fibrillation or syncope due to arrhythmias that cannot be corrected

(c) End-stage valvular disease, and

(d) Cor pulmonale or irreversible pulmonary hypertension.

9. CARDIAC EVALUATION

9.1. The following parameters of risk assessment have been found to identify patients at high risk:

9.1.1. **LVEF** is the widest accepted single indicator of future cardiac prognosis. There does not seem to be a magic cut-off point (e.g. 35%), but the risk increases progressively as the LVEF decreases. LV end-diastolic volume (or volume index) is an additional factor that may be considered, but is less sensitive

9.1.2. **NYHA functional class.** This is a widely used assessment. It is an additional and independent predictor of mortality and prognosis. However, it depends on the patient's perception and therefore tends to be subjective.

9.1.3. **Stress exercise capacity.** This does not give much additional data, but it is a better predictor of mortality than NYHA class. The two measurement used are an exercise duration in excess of 4 minutes, and a pulse rate increase of +>35 beats per minute.

9.1.4. **Exercise capacity.** The ability to perform in excess of 10 METS confers an excellent risk in any population group. (Bruce stage 1=3 METS, stage III=10 METS). Exercise capacity may also be expressed as maximal oxygen uptake (VO^a), but these evaluations are not freely available and are therefore unlikely to find wide application.

9.1.5. **Pulmonary congestion.** X-rays are readily available and give valuable information. The predictive value is enhanced if the findings are graded as follows:

0 = no pulmonary congestion

1 = congestion of the upper lobes

2 = interstitial oedema (septal, perivascular or subpleural) and

3 = alveolar oedema.

9.1.6. **Biochemical evaluation.** Raised urea and creatinine values and a sodium level below 135 mmol/1 were all associated with increased mortality.

9.1.7. **Furosemide dose.** Use of more than 80 mg furosemide (Lasix) per day identifies patients at high risk.

9.1.8. **Hypotension.** A systolic BP below 90mmHg is associated with an increased mortality.

9.1.9. **Endothelin-1 levels.** This radio-immunoassay (RISA) is available commercially, and seems to identify patients at high risk of sudden death (21% v. 4%). It is the most potent vasoconstrictor known, and is significantly associated with outcome. As an indicator of neurohormonal activation, it may become the gold standard of identification of patients at high risk.

9.1.10. **Autonomic function.** Baroreceptor sensitivity and heart rate variability reflect the loss of the protective parasympathetic tone, and have been studied extensively, especially in the post-infarction population. Difficulty in execution, difficulty in interpretation and lack of standards, prohibit the widespread use of these techniques.

9.1.11. **Ventricular late potentials.** These reflect the electrophysiological substrate for re-entrant ventricular arrhythmias. The negative predictive values attained are in excess of 85%, which is excellent. However, positive predictive accuracy remains poor, in the order of 23%, which severely limits their practically in selecting the high-risk patient.

10. PROPOSED GUIDELINES FOR EXTENT OF INCAPACITY

10.1. It is proposed the following classification of sub-normal functional parameters:

10.1.1. Category 1: Fit for physical work

(a) LVEF greater than 45%

(b) Bruce stage III, or 10 METS

(c) Normal chest X-ray, and

(d) NYHA class I

10.1.2. Category 2. Unfit for physical work but fit for sedentary work

(a) LVEF 40 – 45%

(b) Bruce stage II. Or 8 METS

(c) grade 1 changes on X-ray, and

(d) NYHA class II

10.1.3. Category 3: Unfit for work

(a) LVEF less than 40%

(b) Bruce stage I, or 5 METS

(c) Furosemide 80 mg/ day

(d) NYHA class II+

(e) biochemical changes (sodium, urea, creatinine), and

(f) cachexia

10.2. In cases where the objective evaluation does not satisfy the criteria, evaluation by psychologist and an in depth evaluation of the patient's personal profile may be indicated. In some cases periodic re-evaluation may be necessary with proof that the suggestions of the practising cardiologist have been adhered to (e.g. invasive cardiac procedures, cardiac rehabilitation, blood pressure control, adequate anticoagulation if indicated and adherence to treatment regimens). Delayed and partial payments over an extended period of time may have considerable impact on the opportunistic use of these facilities.

11. THE ROLE OF CARDIAC RISK FACTORS

11.1. Although it is generally accepted that cardiac risk factors worsen the prognosis of the disease, this cannot play a major role in incapacity assessment. As described before, incapacity only arises when there is an incompatibility between the remaining functional abilities on the patient and his job description. This should be measured objectively, and is not adversely affected by risk factors, although the latter may cause a rapid decline in functional abilities over time.

11.2. A patient should therefore not be boarded due to risk factors that are added to the presence of mild heart disease. Such patients should be followed up regularly, and only boarded when the functional parameters have reached the criteria described earlier.

11.3. The presence of stress should be noted in the clinical report. Owing to the fact that patient's stress managing mechanisms may differ, coping mechanisms, as well as the level of stress present, need to be established through psychological assessment when indicated. The cardiologist should indicate in his or her report to the health risk manager which patients need a psychological assessment.

C2: FORMAT FOR CLINICAL REPORT ON CARDIAC DISEASE

1. Identification of employee

Name		
ID No		
Age		
Gender		
Date of birth		
PERSAL/GEPF No		
Employing department		
Occupation		
Anthropometry	Height:	Weight:

2. Patient score 1 – 5 (5 = max, 1 = min)

   2.1. Co-operation .....

   2.2. Compliance .....

   2.3. Motivation .....

   2.4. Symptom/clinical finding congruity .....

3. Diagnosis

   3.1. Date of onset and course of disease thereafter

   3.2. Family history

4. Severity of illness

   4.1. Symptoms – NYHA

   4.2. Risk factors

5. Treatment administered

   5.1. Dosage and types of medication

   5.2. Duration

5.3. Surgery/procedures

5.4. Hospital admissions last 2 years

5.5. Other modalities i.e. physiotherapy, rehabilitation programmes, etc

6. Response to treatment

7. Complications/Target organ involvement – other systemic diseases

8. Prognosis

9. Influence on lifestyle

10. Current abilities/Activities/Social functioning/ Hobbies

11. Other sources of income

12. Special investigations

D: INCAPACITY BASED ON PULMONARY DISORDERS

D1 Guidelines for assessing incapacity due to pulmonary disorders

D2 Clinical report format on cardiac disease

D1: GUIDELINES FOR ASSESSING INCAPACITY DUE TO PULMONARY DISORDERS

1. ASSESSING RESPIRATORY FUNCTIONAL IMPAIRMENT

1.1. The examining doctor will be expected to do a thorough and objective evaluation of the patient's condition and its effect on functional capacity and in all cases he should refrain from expressing an opinion on incapacity.

1.2. This evaluation should include:

1.2.1. A detailed history of the patient's pulmonary condition, including, the symptoms associated with respiratory dysfunction as well as a history of tobacco use, usually give in pack-years of cigarette smoking and an occupational and environmental history of exposure to substances that could affect the lungs.

1.2.2. A complete systemic respiratory examination of the patient. Other systemic conditions that may contribute to the patient's respiratory problems should be described in the report.

1.2.3. Basic special investigations to help assess the degree of pulmonary dysfunction.

1.2.4. Completion of a medical report, which will meet the minimum standards as will be described later. If the doctor finds a need for an evaluation by a different specialist or other therapist, this should be mentioned in the report for the company to consider and arrange.

2. SPECIAL INVESTIGATIONS

2.1. When a patient is referred for a second objective opinion, the basic medical examination and special investigations should already have been done to help establish a proper clinical diagnosis and the degree of respiratory dysfunction. The following investigations may need to be carried out in order to make a judgement on the degree of functional impairment.

2.1.1. Chest X-Ray.

2.1.2. The initial examination should include postero-anterior and lateral views of the chest taken in full inspiration. It should be noted that chest x-rays often

correlate poorly with physiologic findings in diseases with air flow obstruction such as asthma and emphysema.

2.1.3. Lung function testing

(a) The quantitative basis on which an evaluation of the respiratory impairment rests is physiological testing of pulmonary function. Simple spirometery should be performed on equipment that has been calibrated according to acceptable standards. (6)

(b) It must be noted that respiratory impairment may not necessarily be related to lung function. This is true in cases of occupational asthma, sleep disorders, disease, recurrent pneumothorax, lung cancer or pheumoconiosis.

(c) At least 3 spirometric tracings should be taken during forced expiration with the results of the 2 best readings being within 5% of each other. The forced vital capacity (FVC) and forced expiratory volume in the first second (FEV_1) should be measured. The range of normal values can be found in the "Guides to the Evaluation of Permanent Impairment" of the American Medical Association.

(d) If the FEV_1 /FVC is below 0.7, the spirometry should be repeated after the patient has used an inhaled bronchodilator.

(e) The FEV_1/FVC ratio is helpful in the diagnosis of obstructive airways disease. The severity is judged on the basis of the absolute value of the FEV_1 or the percentage of predicted of the FEV_1.

2.1.4. Diffusing capacity of carbon monoxide (Dco).

(a) A single breath Dco should be used for the evaluation of impairment in those conditions when the diffusing capacity may be diminished. Measurement is particularly important in patients who have dyspnoea with relatively normal spirometry.

(b) It is important that the patient should not have smoked for at least 8 hours before the test as carbon monoxide reduces the saturation of haemoglobin and causes a decrease in the Dco.

2.1.5. Measured exercise capacity (VO_2)

This may be undertaken under certain circumstances and often helps differentiate between pulmonary and cardiac conditions. Generally, exercise capacity measurement should not be undertake non patients with normal pulmonary function tests or those with severe impairments, as the additional information will not be useful in assessing the ability to carry out daily activities. Exercise capacity may also be useful to exclude malingering.

2.1.6. Arterial oxygenation (PO_2)

This is rarely undertaken because of it's invasive nature and because other factors may affect the arterial PO_2.

3. REASONABLE TREATMENT

3.1. Reasonable treatment will depend on the risks attached to such treatment, the degree of success that can be expected undergoing such treatment and what the average reasonable patient with a similar condition would be prepared to undergo.

3.2. The following forms of treatment are considered "reasonable" for chronic pulmonary disorders:

3.2.1. Chronic Obstructive Pulmonary Disease (COPD)

The Guidelines for COPD as suggested by the South African Thoracic Society (SATS) should be followed. (4)

3.2.1.1. The FEV_1 is measured and documented according to the method given in 5.1.

3.2.1.2. The following bronchodilators are used:

(a) Ipratropium bromide MDI: 2 puffs 4 – 6 hourly, plus

(b) Beta – 2 agonist MDI, or

(c) Combination of the above two in a single MDI, plus

(d) Oral slow-release theophylline: 200-400mg twice daily or 400 – 800 mg at night

3.2.1.3. A trial of steroids should be given, starting with 40mg Prednisolone for 14 days, after which the patient is re-evaluated to determine the degree of reversibility. Where there is not reversible airway obstruction, and where the patient has never preciously received steroids, the steroid can be stopped without tapering. In cases with reversibility the steroid is tapered to the lowest maintenance dose.

3.2.1.4. The FEV_1 is repeated and documented. An impairment may only be considered permanent if there is no objective improvement, i.e. the FEV_1 improves less than 15% or 200ml. If there is greater improvement, a diagnosis of asthma should be considered.

3.2.2. Asthma

3.2.2.1. The guidelines for chronic asthma suggested by the South African Thorasic Society (SATS) should be used as a basis for recommended treatment

3.2.2.2. In assessing "optimal treatment" for asthma, the following aspects have to be considered:

(a) The diagnosis of asthma should be confirmed and should be well distinguished from COPD.

(b) The condition should be classified as mild intermittent or chronic persistent.

(c) Severity of chronic persistent asthma should be assessed as mild, moderate or severe.

3.2.2.3. The agents used in the treatments of asthma can be grouped as:

(a) Preventors – Including inhaled and oral corticosteroids

(b) Controllers: - Long acting B2 agonist inhaler

Slow release theophylline

Leukotrine receptor antagonists

(c) Relievers - Short acting Beta2 agonist

Anti-cholinergics

3.2.2.4. The following guidelines would be considered to constitute reasonable treatment for all cases:

(a) Intermittent asthma:

i) combined low dose inhaled corticosteroids; and

ii) long acting Beta2 agonist or slow release theophylline

or

iii) inhaled corticosteroids 500-1000 ugm per day.

(b) Chronic persistent asthma:

i) short acting Beta2 agonist used as necessary, with inhaled corticosteroids > 1000 ugm per day; and

ii) oral corticosteroids and long acting Beta2 agonist

iii) with or without slow release theophylline

or

i) Inhaled corticosteroids >1000 ugm per day; and

ii) long acting Beta2 agonist

iii) with or without slow release theophylline

Treatment should follow a stepwise approach based on severity.

(c) Leukotrine receptor antagonists should be used in combination with inhaled corticosteroids, but not necessarily in all cases, until such time that efficacy can be judged with long-term clinical data.

4. EVALUATING PERMANENT PULMONARY IMPAIRMENT

4.1. It has been agreed to use the criteria as defined in the American Medical Association's "Guides to the Evaluation of Permanent Impairment" as presented in the following table.

	Class 1: O% no impairment of the whole person	**Class 2:** 10-25%, mild impairment of the whole person	**Class 3:** 26-50%, moderate impairment of the whole person	**Class 4:** 51-100%, severe impairment of the whole person
FVC	FVC>80% of predicted;	FVC between 60% and 79% of predicted;	FVC between 51% and 59% of predicted;	FVC<50% of predicted;
	And FEV 1>80% of predicted;	Or FEV 1 between 60% and 79% of predicted;	*or* FEV 1 between 41% and 59% of predicted;	*or* FEV 1<40% of predicted;
FEV 1	and FEV 1/FVC>70%			
FEV 1/FVC (%)	And Dco>70% of predicted;	*or* Dco between 60% and 69% of predicted;	*or* Dco between 41% and 59% of predicted;	*or* Dco <40% of predicted;
	or	**or**	**or**	**or**
Dco	>25mL/(kg.min)	Between 20 and 25mL/(kg.min)	Between 15 and 20mL/)kg.min)	<15mL/(kg.min) *or* <1.05L/min,
VO2 Max	*or* >7.1 METS	*or* 5.7-7.1 METS	*or* 4.3-5.7 METS	*or* <4.3 METS

4.2. Asthma may present particular problems in assessing impairment due to its variable nature. Lung function tests may be normal between attacks. It may be necessary to do repeated tests over a period of time, and take the frequency of attacks into consideration. Where occupational exposure is thought to cause the impairment tests should be performed before and after work on at least 3 occasions. Careful documentation is necessary and referral to an asthma expert may be indicated.

5. CORRELATION OF FUNCTIONAL IMPAIRMENT WITH ABILITY TO PERFORM TASKS

5.1. It is clearly difficult to give precise guidelines or statistical correlation between results of measured tests an individual's ability to function. There are also many other factors that may contribute to a person's functional impairment. The following are general guidelines that may help to assess a person's ability to function.

5.1.1. In general, the FEV_1 correlates better with exercise capacity in persons with obstructive lung disease than the arterial PO_2. In broad terms, persons with an FEV_1 greater than 60% of predicted are able to work whereas those with an FEV_1 of less than 45% are generally unable to work. Most people with an FEV_1 greater than 2 liters are able to work.

5.1.2. Exercise capacity is measured by the uptake of oxygen (VO_2) in mL(kg.min) or in METS. Exercise VO_2 determination can be undertaken on individual's who have mild or moderate (class 2 or 3) impairments. Those individuals with a VO_2 25 mL/(kg.min) can perform most jobs. With a VO_2 between 15 and 24 mL(kg.min) most sedentary and some light manual work can be undertaken whereas with a measurement of less than 15mL(kg.min) very few, if any tasks can be undertaken. In general, a person can sustain a work level of 40% of measured maximum VO_2 for an 8-hour period. The following table shows a relationship between work capacity and oxygen consumption.

Work intensity for 70kg person	Oxygen consumption	Excess energy expenditure
Light work	7mL/ <0.5L/min	<2 METS
Moderate work	8-15mL/kg 0.6-1.0 /min	2-4 METS
Heavy work	16-20mL/kg 1.1-1.5 /min	5-6 METS
Very heavy work	21-30mL/kg 1.6-2.0 /min	7-8 METS
Arduous work	>30mL/kg >2.0L/min	>8 METS

5.1.3. Arterial PO_2 of less than 55 mm Hg is strong evidence of a severe impairment.

5.1.4. A 6-minute walk test may be used and the number of exacerbations per year should be noted.

D2: FORMAT FOR CLINICAL REPORT ON PULMONARY DISORDERS

1. Identification of employee

Name		
ID No		
Age		
Gender		
Date of birth		
PERSAL/GEPF No		
Employing department		
Occupation		
Anthropometry	Height:	Weight:

2. The following data needs to be included as a basic framework for a report.

   2.1. Detailed history and clinical findings

   2.2. Diagnosis

   2.3. Severity of the illness

   2.4. Treatment

      2.4.1. Dosage and types of medication.

      2.4.2. Duration.

      2.4.3. Possible surgical procedures.

      2.4.4. Hospital admissions.

      2.4.5. Other i.e. physiotherapy, rehabilitation.

   2.5. Response to treatment.

   2.6. Complications or other illnesses.

2.7. Prognosis.

2.8. The influence of the illness of activities of daily living.

2.9. Results of special examinations including lung function testing etc.

E: INCAPACITY BASED ON CONDITIONS PRESENTING WITH CHRONIC FATIGUE

E1 Quantitative incapacity evaluation of syndromes presenting with chronic fatigue

E2 Report forms: Annexures on pain evaluation

E1: QUANTITATIVE INCAPACITY EVALUATION OF SYNDROMES PRESENTING WITH CHRONIC FATIGUE

1. INTRODUCTION

1.1. Fibromyalgia (FM) and the chronic fatigue syndrome (CFS) cover a wide spectrum of signs and symptoms, which are virtually exclusively subjective in nature.

1.2. The emphasis in FM is on pain, whereas the emphasis in CFS is on persistent fatigue. However there are many similarities between the two conditions.

2. CHRONIC FATIGUE SYNDROME (CFS)

2.1. CFS is the current name for a disorder characterised by debilitating fatigue, lasting at least 6 months, and a variety of associated physical, constitutional and neuropsychological complaints (Table II).

2.2. It is not a homogeneous abnormality, and there is no single pathogenic mechanism. No physical or laboratory test can be used to confirm the diagnosis of CFS.

2.3. CFS often follows an acute flu-like (respiratory or gastro-intestinal) illness, or it may follow a period of physical or emotional stress. In some cases no initiating event can be emotional stress. In some cases no initiating event can be identified. The symptoms may vary in intensity, but are generally aggravated by stress and exertion.

2.4. Table II. Approximately percentage of patients with CFS reporting the specific symptoms

Symptom	Percentage
Fatigue	100
Difficulty concentrating	90
Headache	90
Sore throat	85

Tender lymph nodes	80
Muscle aches	80
Joint aches	75
Feverishness	75
Difficulty sleeping	70
Psychiatric problems	65
Allergies	55
Abdominal cramps	40
Weight loss	20
Rash	10
Rapid pulse	10
Weight gain	5
Chest pain	5
Night sweats	5

3. FIBROMYALGIA (FM)

3.1. Fibromyalgia is not a disease and is often not symptomatic of an underlying disease, but it may represent a complex interaction of physical and emotional factors, some understood, but many ill defined.

3.2. The fibromyalgia syndrome (FM) is a constellation of symptoms including widespread muscular pain, tenderness, unrefreshing sleep, fatigue, emotional distress along with multiple tender points that are widely and symmetrically distributed and a frequent association with other disorders such as irritable bowel. The classification criteria are those of the American College of Rheumatology as defined in 1990.

4. ASSESSMENT OF FUNCTIONAL IMPAIRMENT

4.1. INTRODUCTION

4.1.1. The symptoms of patients suffering from CFS and FM are mainly subjective in nature, which complicates attempts to quantify the degree of impairment objectively. Furthermore, signs and symptoms of FM are found in the normal population who are still actively employed. Hidding et al also reported discordance between self-reported questionnaires and observed functional incapacity as a most striking feature of FM. It is also evident that only a minority of patients are unable to work, and that most patients are able to continue working with workplace adaptation.

4.1.2. The above makes it imperative that some form of objective measurement be incorporated into the impairment assessment of these subjective syndromes. This will not only result in increased fairness in distinguishing between non-valid applications and those with merit, but will help to maintain affordable insurance premiums for all.

4.1.3. Impairment is defined by the American Medical Association (AMA) as conditions that interfere with an individual's activities of daily living. The World Health Organisation defines it as any loss or abnormality of psychological, physiological, or anatomical structure or function.

4.1.4. The assessment of impairment in function is the primary role of the independent medical examiner (IME). The IME should be in possession of all medical documentation to date, and should utilise the assessment tools as described in the following sections to quantify impairment.

4.2. PRE-ASSESSMENT CRITERIA

4.2.1. Functional impairment can only be assessed once the patient has received optimal treatment available, the condition has stabilised and the point of maximal medical improvement (MMI) has been reached.

4.2.2. According to international literature, no specific period of time could be established which could be regarded as an optimal period of treatment prior to MMI having been reached.

4.2.3. However, it is reasonable to assume that no clinician can prescribe all the treatment modalities agreed to constitute optimal treatment during a period of less than 2 years. This time period is necessary in order to allow different classes of medication to take full effect, to adjust dosages if indicated, and to institute a proper rehabilitation and work integration/adaptation programme. The IME must also ensure that the diagnosis was made correctly and according to the CDC criteria for CFS, and the ACR criteria for FM.

4.3. QUANTIFYING FUNCTIONAL IMPAIRMENT

4.3.1. The spectrum of symptoms that may lead to impairment include the following:

4.3.1.1. Pain

(a) Headache

(b) Myofascial pain

(c) Joint pain

(d) Back pain

4.3.1.2. Fatigue

4.3.1.3. Cognitive impairment, mainly decreased memory, concentration, persistence and pace

4.3.1.4. Sleep disorders

4.3.1.5. Mood disorders

4.3.1.6. Various somatic symptoms such as irritable bowel, syndrome, etc.

4.3.2. The table below summarises the suggested assessment tools to be utilised to quantify impairment severity due to the symptoms experienced, and is adapted from the American Academy of Disability Evaluating Physicians (AADEP) position papers on CFS and FM.

TABLE: EVALUATION OF IMPAIRMENT DUE TO CFS OR FM

SYMPTOMS	ASSESSMENT TOOLS
Pain	Pain intensity / frequency grid
Headache	Pain questionnaire
Myofascial pain	Pain diagram
Joint pain	Objective proof of pain therapy
Back pain	Fibromyalgia impact questionnaire (FIQ) ADL impairment ROM impairment where indicated
Fatigue	ADL impairment

	Exercise capacity
Cognitive impairment	Neuropsychiatric analysis for impairment of memory, concentration, persistence and pace
Mood disorders	Psychiatric evaluation of Social interaction Activities of daily living Task completion (concentration, Adaptation to work stress
Sleep disorders	Assess according to AMA Guides
Somatic symptoms	Assess according to AMA Guides

4.3.3. In addition to the assessment criteria suggested by the AADEP in the table below, our working group has included the following objective parameters:

(a) Objective proof of pain therapy

(b) Exercise capacity measurement.

4.3.4. We also propose an overall evaluation of the validity of data, as described here under.

4.3.5. More specific details of the various impairment assessment tools, as specified in the above table, are given below.

(a) Pain intensity/frequency grid (PIFG)

(i) Pain intensity should be classified as minimal, slight moderate or marked, according to the criteria used by the AMA and illustrated in the table below. The use of the non-narcotic analgesics serves as an important differentiator. The frequency of pain experienced should also be documented as intermittent, occasional, frequent or constant (Annexure A).

(ii) The categorisation of pan intensity and frequency should be done by the examining physician on information received by direct questioning of the patient, as well as on the basis of collateral information received from family, friends and/or the employer.

(b) Pain questionnaire (Annexure B)

(i) This is a specific psychometric questionnaire to be completed by the patient suffering from chronic pain.

(ii) Various pain questionnaires are available that have been proven in international research to be useful tools in the quantification of pain intensity.

(iii) We recommend the pain questionnaire devised by Hyman (paper presented at the AADEP 13th Annual and Scientific Meeting, Tuscon, USA, 18 – November 1999) as it also assess the patient's:

- Motivation
- Likelihood or responding to a rehabilitation programme
- Expectations of disease outcome
- Work satisfaction.

(iv) Also, these questions give an indication of the presence and extent of psychiatric overlay. If the pain is made worse by all physical activities, e.g. bending, kneeling, sitting and lying, as indicated by the questionnaire, then the validity of the data should be questioned, as certain movements should haven o effect on the pain.

(c) Pain diagram

The pain diagram should be completed by the employee (Annexure C). The important data obtained from he type of pain and its distribution should make physiological and pathological sense, and fit the patient's diagnosis. If not, symptom magnification or malingering should be considered.

(d) Objective proof of pain therapy

In addition to the pain intensity / frequency grid, impairment in activities of daily living (ADL) and the Fibromyalgia Impact Questionnaire (FIQ), which are subjective measures of pain, the assessor should substantiate the degree of pain by requesting the following objective evidence:

- Extracts from clinical records of the treating family physician to verify the number and frequency of consultations to seek treatment and / or prescriptions for pain relief.
- Copies of such prescriptions for pain relief medication, or copies of pharmacy bills.

(e) Self-report questionnaires

- Various self-report questionnaires exist to evaluate subjective complaints such has pain, tiredness, depression, etc.

- Although these questionnaires are of limited value because of a lack of objectivity, it is felt that the information gained can contribute significantly to the assessment of the disabled individual.

- It is recommended that the FIQ be used in all cases (Annexure D).

- Scrutinising the contents of the FIQ after completion may yield valuable information about the extent of the client's symptomatology. A total score for the questions exceeding 70 out of a possible total o 82, may indicate symptom magnification, somatisation or malingering.

(f) Impairment in activities of daily living (ADL)

Employees should be requested to complete a questionnaire (Annexure E) on the impact of the disease on their ability to cope with ADL Examples of ADL are given in the table below.

TABLE: ACTIVITIES OF DAILY LIVING

ACTIVITY	EXAMPLE
Self-care, personal hygiene	Bathing, grooming, dressing, eating
Communication	Hearing, speaking, reading, writing, using keyboard
Physical activity	Intrinsic: Standing, sitting, reclining, walking, stooping, squatting, kneeling, reaching, bending, twisting, learning Functional: Carrying, lifting, pushing, pulling, climbing, exercising.
Sensory function	Hearing, seeing, tactile feeling, tasting, smelling
Hand functions	Grasping, holding, pinching, percussive movements, sensory discrimination
Travel	Riding, driving, travelling by aeroplane, train or car
Sexual function	Participating in desired sexual activity

Sleep	Having a restful sleep pattern
Social and recreational activities	Participating in individual or group activities, sports, hobbies

The employee's level of impairment in certain ADL should be quantified as follows:

Category
• No impairment. Functions as any normal person.
• Mild impairment. Has difficulty with the specific activity, but can cope.
• Moderate impairment. Can only do the specific activity with discomfort and effort.
• Marked impairment. Needs assistance with the activity.
• Extreme impairment. The specific activities are impossible to do.

(g) Range of movement (ROM) impairment

(i) FM may cause joint or back pain, which may limit the normal range of motion of certain joints or the spine.

(ii) This ROM impairment should be recorded with a goniometer inclinometer as described in the AMA Guides. Pain with no ROM limitation constitutes no impairment.

(h) Exercise capacity testing

(i) The AMA Guides suggest that fatigue as a symptom of respiratory or cardiac disease should be objectively assessed by quantifying impairment in exercise capacity. This is done by using one of various graded exercise protocols on either a treadmill or cycle ergometer, to determine maximal energy expenditure in metabolic equivalents (METS)

(ii) METS represent the multiples of resting metabolic energy that the patient can achieve with maximum effort exercise testing, with one MET being equal to an oxygen consumption of 3.5ml/kg/min.

(iii) Research has shown that it is reasonable to expect a person to maintain 40% of his or her maximal exercise capacity for an 8-hour working day. Therefore, calculating 40% of the patients maximal

workload, and comparing it with the work descriptions that could be maintained (Table below), would classify the employee's abilities on physical grounds into capable of doing light work, moderate work, heavy, very heavy, or arduous work.

(iv) The definitions of these different work intensities can be obtained from the US Dictionary of Occupational Titles.

(v) It is recommended that exercise capacity testing be utilised to quantify the physical fatigue, or lack of energy, of an FM or CFS patient in the manner described above.

(vi) Because of the fluctuating nature of FM and CFS symptoms, the client should undergo exercise testing on at least two occasions at least 1 month apart.

(vii) Clients who meet the minimum recommended METS level for their type of work (table below) should not be considered disabled on the basis fatigue, but should be evaluated according to any other criteria applicable (under point 16).

(viii) The table below provides a translation from different exercise protocols to METS.

TABLE: OXYGEN AND ENERGY REQUIREMENTS FOR DIFFERENT WORK INTENSITIES

Work intensity for 70 kg person	Oxygen consumption 9ml/kg/min	METS
Light work	7	< 2
Moderate work	8 – 15	2 - 4
Heavy work	16 – 20	5 - 6
Very heavy	21 – 30	7 - 8
Arduous work	> 30	> 8

5. OTHER IMPAIRMENTS

Should the client suffer from significant impairment due to other symptoms of these syndromes, e.g. cognitive impairment, mood or sleep disorder, these impairments should be evaluated according to the appropriate section in the AMA Guides.

6. VALIDITY OF DATA

6.1. Because of the subjective nature of the symptoms of CFS and FM, the examining physician should always, before deciding on the extent of permanent impairment. Attempt to validate the authenticity of the data obtained.

6.2. This could be compared to the Waddell signs, which indicate non-organic causes for low backache. If two or more of the following are present, symptom magnification or malingering may be considered.

6.2.1. A normal clinical examination, with specific reference to the minimum number of tender points needed to diagnose FM according to he ACR criteria.

6.2.2. Positive distraction test. This refers to (a) specific tender point(s) eliciting pain upon direct pressure, but failure to produce the same response when the same pressure is applied while the patient's attention is distracted.

6.2.3. A normal psychometric evaluation.

6.3. Total non-physiological or non-pathological pain distribution or type of pain as evidenced by the pain questionnaire and / or pain diagram. This should also apply when the pain distribution and nature do not fit the clinical diagnosis.

6.4. Non-correlation of exercise capacity (METS) achieved with pulse rate response and workload achieved. A patient complaining of excessive tiredness at low workloads and low pulse rate acceleration should be viewed with suspicion, in the absence of cardiological and / or pulmonological disease. Patients with true impairment in exercise capacity will show excessive pulse rate acceleration at low workloads.

6.5. Total FIQ score exceeding 70 out of a possible total of 82 points.

6.6. The percentage of time spent supervising, sitting down, standing or doing manual labour should be specified by the employer.

6.7. The METS requirements for the specific type of job in question are matched with that of the exercise capacity test achieved by the employee.

E2: REPORT FORMS: ANNEXURES ON PAIN EVALUATION

ANNEXURE A: PAIN INTENSITY-FREQUENCY GRID

		Frequency			
		Intermittent	Occasional	Frequent	Constant
Intensity	Minimal				
	Slight				
	Moderate				
	Marked				

The pain intensity-frequency grid should be interpreted according to the following guidelines.

1. **INTENSITY**

1.1. **Minimal:** The pain is annoying, but it has not been documented medically to cause appreciable diminution in an individual's capacity to carry out daily activities. The pain does not interfere with sleep, and it requires only occasional use of non-narcotic medication.

1.2. **Slight:** The pain is tolerated by the individual but has been documented medically to cause diminution in an individual's capacity to carry out some specified daily activities. The pain may interfere with sleep. Non-narcotic medication may be consumed regularly, and occasional narcotic medication may be required.

1.3. **Moderate:** The pain has been documented medically to result in extensive diminution in an individual's capacity to carry out specific activities of daily living. The pain may be tolerable, but it interferes with sleep. It frequently requires use of narcotic medication, or it may require invasive procedures. Recreation and socialisation are severely limited.

1.4. **Marked:** The pain precludes carrying out most activities of daily living. Sleep is disrupted. Recreation and socialisation are impossible. Narcotic medication or invasive procedures are required and may not result in complete pain control.

2. **FREQUENCY**

2.1. **Intermittent:** The pain has been documented medically to occur less than one-fourth of the time when the individual is awake.

2.2. **Occasional:** The pain has been documented medically to occur between one-fourth and one-half of the time when the individual is awake.

2.3. **Frequent:** The pain has been documented medically to occur between one-half and three-fourths of the time when the individual is awake.

2.4. **Constant:** The pain has been documented medically to occur between three-fourths and all of the time when the individual is awake.

ANNEXURE B: CHRONIC PAIN INITIAL QUESTIONNAIRE

For completion and signature by the patient

PATIENT DATA

NAME: _____

DATE OF BIRTH _____

PERSAL NO: _____

SIGNATURE: _____

DATE: _____

To the patient

Please fill this out prior to seeing the doctor. This helps us to help you.

When did your current problem begin?

What were you doing when you first hurt yourself?

Where was your pain / problem at the beginning?

Since the beginning, has your pain / problem been constant or intermittent?

How many previous episodes of this problem have you had?

If you have been seen at any other office/clinic/hospital/emergency room, please answer the following:

When and by whom were you previously treated?

What tests of X-rays were done for this?

What were the diagnoses given for your problem?

List any medicines, which you have tried for this problem

Did anything that you have previously tried, help or hurt your pain/problem?

For each of the next three questions, please indicate on the line the number between 0 and 100 that best describes your pain. A zero (0) would mean 'no pain' and a one hundred (100) would mean 'pain as bad as it could be'. *Only write one number on each line.*

Your pain right now _____

Your typical or average pain _____

Your pain at its worst _____

For the questions below **select only one number:**

Please indicate how anxious (e.g. tense, uptight, irritable, fearful, difficulty in concentrating / relaxing) you have been feeling **during the last week:**

Not at all anxious	1	2	3	4	5	6	7	8	9	10	Extremely anxious

Please indicate how depressed (e.g. down-in-the-dumps, sad, downhearted, in low spirits, pessimistic, feelings of hopelessness) you have been feeling during the last week.

Not at all depressed	1	2	3	4	5	6	7	8	9	10	Extremely depressed

Please indicate how much you agree with the statement 'If I become sick, I have the power to make myself well again':

Completely disagree	1	2	3	4	5	6	7	8	9	10	Completely agree

Please indicate how much you agree with the statement 'Health professionals, like my doctor, control my health':

Completely disagree	1	2	3	4	5	6	7	8	9	10	Completely agree

Please indicate how much you agree with the statement 'I cannot do physical activities which might make my pain worse':

Completely disagree	1	2	3	4	5	6	7	8	9	10	Completely agree

If you are currently employed or out on sick leave, please complete the following questions:

Please indicate how much you enjoy the tasks involved in your job:

Hardly ever	1	2	3	4	5	6	7	8	9	10	Almost always

Please indicate how well you get along with your fellow workers:

Don't get along well at all	1	2	3	4	5	6	7	8	9	10	Get along very well

Please indicate how certain you are that you will be able to do your normal work within 3 months:

Not at all certain	1	2	3	4	5	6	7	8	9	10	Very certain

In the table below, place a checkmark into each box that identifies where your pain is and how it feels:

	Head	**Neck**	**Back**	**Arms**	**Legs**

Right side					
Left side					
Both sides					
Sharp					
Dull					
Aching					
Throb					
Burning					
Stabbing					
Pins and needles					

How often does your pain occur? (Circle only one)

a) constant (90% of the time)

b) frequent (75% of the time)

c) intermittent (50% of the time)

d) occasional (25% of the time)

Would you describe your pain as: (circle only one)

a) minimal – an annoyance

b) slight-tolerable – some limitation in activities that produce pain

c) moderate – a marked limitation in all activities that produce pain

d) severe – precludes all activities that produce pain

If you have numbness, how often? (Circle only one)

a) constant (90% of the time)

b) frequent (75% of the time)

c) intermittent (50% of the time)

d) occasional (25% of the time)

Are you currently: (circle only one)

a) working at your regular job

b) working at home

c) going to school

d) working in a modified capacity at your job/home/school

e) unemployed

f) retired

g) out on incapacity from work (if so, for how long _____)

In the table below, indicate with a checkmark whether any of these activities has an effect on your symptoms:

	Better	Worse	No effect
Bending			
Squatting			
Crawling			
Climbing			
Crouching			
Kneeling			
Reaching			
Pushing			
Pulling			
Sitting			
Standing			
Rising from sitting			
Rising from lying			

Turning			
Lying on back			
Lying on stomach			
Sex			
Sleeping			
Coughing			
Sneezing			
Walking			
Running			
Lifting			
Morning			
Evening			

ANNEXURE C: PAIN DIAGRAM

In the diagrams below, mark the areas of the body, using the symbols, where you have experienced any of the following symptoms this past week.

Aching	Burning	Stabbing	Pins & needles	Numbness
XXXXX	=======	//////////////	oooooooo	----------

Body drawings: anterior and posterior views

ANNEXURE D: THE FIBROMYALGIA IMPACT QUESTIONNAIRE

Where you able		Always	Most times	Occasionally	Never
A	Do shopping	0	1	2	3
B	Do laundry with a washer and dryer	0	1	2	3
C	Prepare meals	0	1	2	3
D	Wash dishes/cooking utensils by hand	0	1	2	3
E	Vacuum a rug	0	1	2	3
F	Make beds	0	1	2	3
G	Walk several blocks	0	1	2	3
H	Visit friends / relatives	0	1	2	3
I	Do yard work	0	1	2	3
J	Drive a car	0	1	2	3

Of the 7 days in the past week, how many days did you feel good?

1 2 3 4 5 6 7

How many days in the past week did you miss work because of your fibromyalgia? If you don't have a job outside the home leave this item blank).

2 3 4 5

When did you go to work, how much did pain or other symptoms of your fibromyalgia interfere with your ability to do your job?

1 2 3 4 5 6 7 8 9 10

No problem ***Great difficulty***

How bad has your pain been?

1 2 3 4 5 6 7 8 9 10

No pain **Very severe pain**

How tired have you been?

1 2 3 4 5 6 7 8 9 10

No tiredness **Very tired**

How have you felt when you got up in the morning?

1 2 3 4 5 6 7 8 9 10

Awoke well rested ***Awoke very tired***

How bad has your stiffness been?

1 2 3 4 5 6 7 8 9 10

No stiffness ***Very stiff***

How tense, nervous or anxious have you felt?

1 2 3 4 5 6 7 8 9 10

Not tense ***Very tense***

How depressed or blue have you felt?

1 2 3 4 5 6 7 8 9 10

Not depressed ***Very depressed***

ANNEXURE E:

REPORT SHEET – IMPAIRMENT IN ACTIVITIES OF DAILY LIVING

LEVELS OF IMPAIRMENT

Areas of function	Impairment category
1. Activities of daily living	
1.1. Self care and hygiene (dressing, bathing, eating, cooking)	
1.2. Normal living postures / ambulation (sitting, lying, walking)	
1.3. Travel (driving, riding, flying)	
1.4. Non-specialised hand activities (grasping, lifting, tactile)	
1.5. Discrimination	
1.6. Sexual function (participating in usual sexual activities)	
1.7. Sleep (restful sleep pattern)	
1.8. Social and recreational activities (consider pre-injury activities of the patient))	
1.9. Average impairment	
2. Social Functioning	
2.1. Get along with others without behavioural extremes	
2.2. Initiate social contacts, negotiate and compromise	
2.3. Communicate clearly and effectively with others	
2.4. Interact and actively participate in group activities	
2.5. Average impairment	
3. Thinking, concentration, persistence and pace (task completion)	
3.1. Comprehend / follow simple commands	
3.2. Apply common sense to carry out a task	
3.3. Ask simple questions, request assistance when needed	

3.4. Perform simple, routine, repetitive task	
3.5. Ability to abstract or understand concepts	
3.6. Maintain attention, concentration on a specific task and complete in a timely manner	
3.7. Memory, immediate and remote	
3.8. Judgement	
3.9. Problem solving and conceptional reasoning ability	
3.10. Perform daily tasks (including work) the patient performed before the injury or illness at a reasonable pace without special supervision	
3.11. Ability to initiate decisions and perform planned action	
3.12. Average impairment	
4. Adaptation to stress	
4.1. Perform activities on schedule, be punctual	
4.2. Adapt to limits or standards – complete a normal workday without interruptions from psychological symptoms	
4.3. Manage conflicts with other – negotiate, compromise	
4.4. Set realistic goals, has good autonomous judgement	
4.5. Average impairment	

Signature: Physician:

Date:

ANNEXURE H

PLEDGE OF CONFIDENTIALITY

HANDLING OF MEDICAL RECORDS/ INFORMATION IN THE MANAGEMENT OF SICK LEAVE, INCAPACITY LEAVE AND ILL-HEALTH RETIREMENTS

I, the undersigned, hereby declare that I understand that I will due to the nature of my work handle and have access to and insight in the confidential medical information of individual employees in this Department. I further declare that I understand that everybody has the right to privacy in terms of the Constitution of the Republic of South Africa.

I hereby pledge to-

- honour individuals' right to privacy as contemplated in the Constitution;
- hold in trust and confidence any medical information and/or documents of individual employees disclosed to me or discovered by me or prepared by me in the course of the handling of an individual employee's application for sick leave, incapacity leave and/or ill-health retirement;
- use the relevant medical information only for the purposes of possessing and/or considering an individual's application for sick leave, incapacity leave and/or ill-health retirement;
- not disclose (in any form/means) any medical information and documents of an employee to any unauthorised party/any other person;
- not to retain copies of any written medical information of any individual for any other purposes than the official records of this Department;

I understand and declare that I am fully aware of the serious consequences that may follow any breach/contravention of this Pledge of Confidentiality.

Signature:		**Rank**	
Name:		**PERSAL No.**	
Department		**Unit/Section**	
Date:			

OATH

I certify that before administering the oath I asked the employee the following questions and wrote down her/his answers in her/his presence:

1. Do you know and understand the contents of the Pledge of Confidentiality?

   Answer _____

2. Do you have any objection to taking the prescribed oath?

   Answer _____

3. Do you consider the prescribed oath to be binding on your conscience?

   Answer _____

I certify that the employee has acknowledged that she/he knows and understands the contents of the Pledge of Confidentiality. The employee has uttered the following words: "I truly affirm that the contents of the declaration are true and that it is binding on my conscience". The signature/mark of the employee is affixed to the declaration in my presence.

_____

Commissioner of Oath /Justice of the Peace

Full first names and surname: _____

(Block letters)

Designation (rank) _____ Ex Officio Republic of South Africa

Name and Street address of institution _____

_____

Date _____ Place _____

APPENDIX 1

MEDICAL INFORMATION FORM IN SUPPORT OF MANDATORY MEDICAL CERTIFICATE

(THIS DOCUMENT DOES NOT REPLACE A MEDICAL CERTFICATE)

(This form must be completed by hand in full by the treating Medical Practitioner)

Dear Medical Practitioner

We would appreciate your co-operation in providing the information requested in this form.

This employee, your patient, has exhausted all of the normal sick leave of 36 working days to which he/she is legally entitled for the entire three-year sick leave cycle, and is now requesting additional fully paid Temporary Incapacity Leave, i.e. additional sick leave. In the context of this consultation, should you decide to recommend the granting of sick leave he/she will be required to apply for Temporary Incapacity Leave for the period in question.

Importantly, such Temporary Incapacity Leave is not a right in terms of the Basic Conditions of Employment Act, (BCEA), 1997 as amended, but is essentially an employee benefit, granted solely at the discretion of the Head of Department. Consequently, as part of the consultation and in terms of paragraph 16.4 of the Rules of the Health Professions Act, 1974, we kindly request that you provide this brief report in addition to the standard medical certificate.

Thank you for taking the time to complete the form.

Name of Employee			
Date (s) of consultation			
Specific symptomatology & severity thereof			
Diagnosis and comorbid conditions			
Objective Clinical findings: (e.g. Blood Pressure, Joint damage, Heart failure, Dyspnoea, Bronchospasm)			
Treatment prescribed also including referral or hospitalisation if applicable			
Response to treatment: (if available)			
Impact of the diagnosed medical condition on the individual's current functional capacity and ability to perform required work tasks			
NAME PRINTED			
QUALIFICATIONS			
PRACTICE NO			
SIGNATURE OF TREATING MEDICAL PRACTITIONER		**DATE**	

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 ”Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.

1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.