

GENERAL PUBLIC SERVICE SECTOR BARGAINING COUNCIL (GPSSBC) DEPARTMENTAL BARGAINING  
CHAMBER (DBC) OF THE DEPARTMENT OF FOREIGN AFFAIRS (DFA)

**MIGRATION AGREEMENT OF EMPLOYEES FROM THE OLD  
STRUCTURE OF INFORMATION AND COMMUNICATION  
TECHNOLOGY (ICT) TO A NEW ONE**

ENTERED INTO BY AND BETWEEN:

THE DEPARTMENT OF FOREIGN AFFAIRS

(DFA)

AND

PUBLIC SERVANTS ASSOCIATION

[PSA]

AND

NATIONAL EDUCATION HEALTH AND ALLIED WORKERS UNION

[NEHAWU]

AND

POLICE AND PRISONS CIVIL RIGHTS UNION

[POPCRU]

AS PARTIES TO THE GPSSBC DEPARTMENTAL BARGAINING CHAMBER OF DFA

*[Handwritten signatures]*

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## 1. PURPOSE

To regulate migration of ICT staff from the old structure to the new structure to improve the effectiveness, efficiency and quality of service delivery in respect of the functions performed by the unit, whilst at the same time to increase employment and improving performance, training and capacity development, quality and sustainability of jobs for employees of the DFA which is crucial to the successful transformation of the unit.

## 2. DEFINITIONS

"Constitution" means the Constitution of the Republic of South Africa Act No. 108 of 1996, as amended.

"DG" means the Director-General of the DFA his or her delegate.<sup>1</sup>

"DFA" means the Department of Foreign Affairs.

"Employer" means the DFA.

"Employee" means any person other than an independent contractor who:

(a) works for the state and who receives or is entitled to receive any remuneration and;

(b) in any manner assists in carrying on or conducting the business of the DFA;

"GPSSBC" means the General Public Service Sector Bargaining Council.

"HR" means the DFA's Human Resources chief directorate.

"LRA" means the Labour Relations Act No. 66 of 1995, as amended.

"Migration" means the process of placing employees from one post in the old organizational structure to another in the new organizational structure.

"NEHAWU" means the National Education Health and Allied Workers Union, a registered trade union.

"Placement" means placing an existing employee in a post on the new structure.

"PSA" means the Public Servants Association, a registered trade union.

"ICT" means Information and Communication Technology.

"POPCRU" means Police and Prisons Civil Rights Union, a registered trade union.

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

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3. OVERVIEW AND PURPOSE OF THE AGREEMENT

- 3.1 To migrate all ICT employees from the old structure to the new one without job losses or any forms of prejudice.
- 3.2 To unfold the process in a fair and reasonable manner without disadvantaging either affected employees or the DFA.

4. SCOPE OF APPLICATION.

- 4.1 This Agreement applies to employees employed within the DFA in levels 12 and below.
- 4.2 This Agreement binds:
  - 4.2.1 the employer;
  - 4.2.2 the trade unions that are signatories to this Agreement and all employees who falls under the registered scope of the GPSSBC who are employed within the DFA in levels 12 and below.
  - 4.2.3 in terms of section 23 (1)(d) of the LRA, all other employees of the employer who are not members of a registered trade union that is a party to this Agreement and who are employed within the DFA in levels 12 and below.<sup>2</sup>

5. CODE OF CONDUCT

- 5.1 The parties must adhere to the following standards of conduct throughout the advertisement, selection and placement process.
- 5.2 To this end, the DFA, the trade union parties to this agreement, their members and DFA employees must, in addition to their usual legal obligations:
  - 5.2.1 Adhere to the principles, guidelines and procedures contained in this Agreement.
  - 5.2.2 Disseminate all information based on facts and not speculation.
  - 5.2.3 Strive to reach consensus where decisions are required.
  - 5.2.4 Act in the best interests of DFA, its employees and its service delivery obligations.

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<sup>2</sup> The trade unions that are party to this agreement are registered trade unions and have as their members the majority of employees employed by DFA in the workplace.

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- 5.2.5 Operate in a respectful and courteous manner toward one another.
- 5.2.6 Display their willingness, commitment to and encouragement of building a new ICT unit of the DFA.
- 5.2.7 Disclose upfront all possible conflicts of interests and recuse themselves where there is or may appear to be a conflict of interest.

**6. MIGRATION PRINCIPLES AND OBJECTIVES**

The migration process is to be guided by, amongst others, the following objectives and principles:

- 6.1 To ensure that all employees are placed in the new structure of ICT or elsewhere in DFA.
- 6.2 To ensure that all employees who have been performing functions in new posts on the same level satisfactorily for a period of a year and more are absorbed horizontally in such posts in terms of the provisions of the Public Service Regulations as amended.
- 6.3 To ensure that all employees who have been performing functions in the new higher posts satisfactorily for a period of a year and more are absorbed in such higher posts in terms of the provisions of the Public Service Regulations as amended.
- 6.4 To ensure that all vacant posts below Salary Level 13 remaining after absorption contemplated in 6.2 and 6.3 above, are advertised internally and contested by all and employees in ICT at the Hubs and Head Office who have not been absorbed, receive preference.
- 6.5 No posts will be advertised externally except SMS ones until all ICT employees are migrated to the new structure.
- 6.6 To ensure that no employee will be placed at a level lower than what such employee currently occupies.
- 6.7 To ensure that there will be no job losses or any forms of prejudice.
- 6.8 To facilitate the optimal use of employees and maximize their developmental capacities.
- 6.9 To act fairly, consistently and reasonably.
- 6.10 To provide for a fair and transparent procedure that minimises claims and disputes and provides certainty to employees as soon as reasonably possible.
- 6.11 To communicate regularly with employees to mitigate fear and uncertainty and to generally encourage constructive participation in the process.
- 6.12 To prioritise and manage the migration of ICT employees fairly and reasonably.

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6.13 To ensure improved service delivery.

## 7. MONITORING TASK TEAM

7.1 A Task Team will be established to monitor the implementation of the migration process.

7.2 Members of the Task Team will elect amongst themselves, chairperson and the secretary.

### 7.2 Composition of the Task Team

7.2.1 Two representatives from each admitted trade union and six representatives or equivalent number from the Department.

### 7.3 Powers and functions of the Task Team

The powers and functions of the Task Team are as follows:

7.3.1 To consider and make recommendations on all matters relating to the migration of employees from the old structure to the new structure.

7.3.2 To be responsible to review the project plan and to monitor progress according to the project plan.

7.3.3 To verify the list of advertised positions according to the Agreement.

7.3.4 To review the short lists to verify that all ICT employees <sup>that have applied</sup> have been short listed.

7.3.5 To be supplied with the approved outcomes of the interviews.

7.3.6 Management will <sup>Migration CT</sup> make available transcripts of interview proceedings in accordance with the <sup>Access of Information Act</sup> Access of Information Act or Section 16 of the Labour Relations Act for those decisions which are disputed.

7.3.7 To ensure that all raised disputes are resolved.

7.3.8 To be consulted by Management on all decisions relating to migration taken by the Director-General. All communications to employees are to be done by Management.

7.3.9 To ensure consistency of participation by the designated individual members representing management and the trade unions.

7.3.10 To ensure that the migration process is finalised and signed off.

7.3.11 To ensure that ICT members are committed to service delivery.

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**7.4 Meetings and Proceedings of the Task Team**

7.4.1 The Task Team will meet as and when agreed to, and at such other times that the Chairperson deems it necessary.

**7.5 Notice of meetings of the Task Team**

7.5.1 The Chairperson of the Task Team will be responsible for convening Task Team meetings.

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

**7.6 Minutes of Task Team meetings**

7.6.1 The Chairperson of the Task Team must ensure that the minutes, copies of all reports and other relevant data relied on by the Task Team in reaching its recommendations and the communications of its decisions are properly maintained.

7.6.2 The Chairperson of the Task Team must ensure that:

7.6.2.1 the proceedings and decisions of the Task Team, including the names of all in attendance, are recorded; and

7.6.2.2 the minutes of the Task Team meetings are circulated to all members by no later than five working days after each meeting of the Task Team, unless the Task Team agrees otherwise.

**8. PLACEMENT OBJECTIONS**

**8.1 Lodging a Placement Objection**

8.1.1 An employee or trade union party, acting on behalf of its members, to this Agreement who is aggrieved by any decision regarding an employee's placement, or any aspect of the migration process in general, may refer an objection to the Task Team in accordance with the procedures set out below.

8.1.2 The objection must be in writing and contain sufficient detail to enable the Task Team to make an informed decision.

8.1.3 The objection must be lodged within five working days of the aggrieved employee receiving written notification from the DFA of the placement decision pertaining to that employee.

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8.1.4 The employee will retain the right to refer any dispute in terms of the law.

**9. DATE OF COMMENCEMENT AND DURATION OF THIS AGREEMENT**

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

**10. DISPUTE RESOLUTION**

- 10.1 If the dispute concerns a migration matter, an employee or a trade union party to this Agreement must first refer an objection in accordance with the procedures set out in paragraph 8.
- 10.2 If the dispute relates to the placement of an employee, and such dispute does not fall under the jurisdiction of the unfair labour practice jurisdiction, parties agree to refer such disputes for private arbitration.
- 10.3 The parties will determine a panel of arbitrators for this purpose.
- 10.4 Any dispute about the interpretation and application of this agreement may be referred to the GPSSBC for conciliation and arbitration.

*Handwritten signatures and initials:*  
NIN  
S. Chis  
A. H.



Signed and dated at Centurion on this the 27<sup>th</sup> day of November 2008

[Signature]

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NEHAWU

[Signature]

POPCRU

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