



OUTCOME REPORT

Panellist/s: *I.A Sirkhot*
Case No.: *PSSS512-04/05*
Date of Report: *27 October 2006*

IN THE SAFETY AND SECURITY SECTORAL BARGAINING COUNCIL

Panellist: Adv I A Sirkhot
Case No: PSSS 512-04/05

IN THE MATTER BETWEEN

SUPERINTENDENT E J BOTHA

APPLICANT

AND

SAPS
(South African Police Service)

RESPONDENT

JURISDICTIONAL RULING

The Applicant declared a dispute in terms of section 186(2) of the Labour Relations Act 66 of 1995. The Respondent has raised a point in limine that the

SSSBC does not have jurisdiction over this matter. The Applicant has not filed a reply.

The Respondent alleges that the incentive bonus claimed by the Applicant for the period March 2003 to April 2004 is not a benefit but remuneration that is paid to employees who have performed their duties in an outstanding manner. The Applicant, in essence, is claiming entitlement to a performance bonus.

Any unfair conduct relating to the provision of benefits is limited to conduct that constitutes a breach by the employer of a contract or collective agreement. This would imply that if the Applicant can prove a contractual entitlement to the benefit i.e. the incentive bonus in question then the Applicant will be entitled to relief. There is no evidence before me that the Applicant's claim is based on a contractual entitlement. This is evident from page 18, i.e. participation by employee's are voluntary and the awarding of the incentive is at the discretion of the relevant official. Furthermore, the decision of the official is final. As the process is voluntary, the Applicant was not denied the right of applying for an incentive.

The incentive bonus is remuneration for work that has been performed in an outstanding manner. It is a reward for work done which is not contractual in nature. It does not constitute a benefit for the purposes of the unfair labour practice definition.

It is alleged that the Applicant's representative had changed the nature of the dispute by referring to it as the interpretation and application of a collective agreement and not an unfair labour practice. The Respondent confirms under oath that the collective agreement referred to by the Applicant does not exist, in the absence of any response from the Applicant, I am compelled to accept the Respondent's version as it is the only version before me.

Accordingly, I make the following ruling:-

- a) The SSSBC does not have jurisdiction to adjudicate over this matter.
- b) No order is made as to costs.

DATED AT GAUTENG ON THIS THE 11TH OCTOBER 2006.

PANELLIST