

RESOLUTION: 2 OF 2015

AGREEMENT ON SALARY ADJUSTMENTS AND IMPROVEMENTS ON CONDITIONS OF SERVICE IN THE PUBLIC SERVICE FOR THE PERIOD 2015/16 – 2017/18

1. OBJECTIVE

To provide for a **multi-year salary adjustment** and improvements to conditions of service for employees for the period 2015/16 to 2017/18.

2. SCOPE

2.1. This agreement binds the Employer and employees who:

2.1.1. Are employed by the State; and

2.1.2. Fall within the registered scope of the Council.

THE PARTIES TO COUNCIL AGREE TO A MULTI-YEAR AGREEMENT FOR THE PERIOD 2015/16 - 2017/18 ON THE FOLLOWING TERMS:

3. SALARY ADJUSTMENTS

- 3.1 The salary adjustment for the period 1 April 2015 to 31 March 2016, effective from 1 April 2015, will be 7% (based on the average projected CPI of 4.8% plus 2.2%).
- 3.2 The salary adjustment, for the period 1 April 2016 to 31 March 2017, effective from 1 April 2016, will be based on the average projected CPI plus 1%.
- 3.3 The salary adjustment for the period 1 April 2017 to 31 March 2018, effective from 1 April 2017, will be based on the average projected CPI plus 1%.
- 3.4 The forecasts of National Treasury shall be used to determine the average projected CPI.

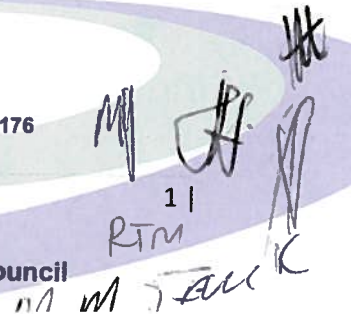
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- 3.5 If the actual average CPI for a period is higher than the projected average for that period, the difference shall be added to the adjustment for the following year.
- 3.6 If the actual average CPI for a period is lower than the projected average, for that period, the difference shall be deducted from the adjustment for the following year.

4. FAMILY RESPONSIBILITY LEAVE

- 4.1. Introduction of five (5) working days per calendar year of family responsibility leave with effect from the date of signing of the agreement for employees with children who have severe special needs.
- 4.2. For purposes of clause 4.1 above, a child with severe special needs is a child who has a mental, emotional or physical disability, certified by a medical practitioner, which require health and related services of a type or amount beyond that required by children generally.
- 4.3. An application for family responsibility leave shall be supported by reasonable proof to demonstrate the severe special needs of the employee's child.
- 4.4. If an employee has utilised all his/her family responsibility leave, and wishes to extend the leave, s/he may, subject to the approval of the Head of Department, apply for:
 - 4.4.1 Available annual leave; and/or
 - 4.4.2 Up to 184 calendar days of unpaid leave.

5. PATERNITY LEAVE

- 5.1. Introduction of three (3) working days per calendar year of paternity leave with effect from the date of signing of the agreement, 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.
- 5.2. An employee who has used all his/ her paternity leave may, subject to the approval of the Head of Department, apply to:
 - 5.2.1. Use his/ her part or all of the five (5) working days family responsibility leave provided for in clause 14.1.1 of PSCBC Resolution 1 of 2012; or
 - 5.2.2. Use available annual leave; or
 - 5.2.3. Use up to 184 calendar days of unpaid leave.
- 5.3. An application for paternity leave shall be supported by reasonable proof.

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6. MEDICAL ASSISTANCE

6.1. IN-SERVICE EMPLOYEES

- 6.1.1. Medical assistance for in-service employees on the Government Employees Medical Scheme (GEMS) will be adjusted by 28.5% effective on the 1st January 2015.
- 6.1.2. Medical assistance for in-service employees on the Government Employees Medical Scheme (GEMS) is retained on the current dispensation of 75% of the employee's total monthly contribution subject to;
- 6.1.2.1 A maximum cap of R925 per principal member and the first dependant and R565 per each additional dependant; and
- 6.1.2.2 A maximum of R3545.
- 6.1.3. Medical assistance for in-service employees on Open Medical Schemes is retained on the current dispensation of 66.67% of the employee's total contribution subject to a maximum of R1, 014-00 per month.

6.2. FORMER EMPLOYEES

- 6.2.1. This clause introduces a new post-retirement medical assistance dispensation for all former employees on GEMS and those on Open Medical Schemes effective 1st January 2015.
- 6.2.2. The medical assistance for former employees is aligned with the GEMS dispensation on the basis of 75% of total monthly contributions, subject to –
- 6.2.2.1. A maximum cap of R925-00 per principal member (M); or
- 6.2.2.2. A maximum of R1850.00.
- 6.2.3. The new post-retirement medical assistance dispensation shall be accessible to all former employees on GEMS and those on Open Medical Schemes.
- 6.2.4. The new post-retirement medical assistance dispensation for all former employees shall be as follows:
- 6.2.4.1. The new post-retirement medical assistance dispensation shall be limited in accordance with clause 6.2.2 above.
- 6.2.4.2. All employees on salary levels 1-5 who retire on the GEMS Sapphire option shall continue to receive the free (100%) medical subsidy provided the subsidy amount does not exceed the former employee's total monthly contribution to GEMS.
- 6.2.4.3. All former employees on salary levels 1-5 who retire on the GEMS Sapphire option without dependants shall continue to

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receive the free medical subsidy for a principal member only, provided the subsidy amount does not exceed the former employee's total monthly contribution to GEMS.

6.2.4.4. All other former employees on GEMS Sapphire option who retired on salary levels 6-10 shall receive medical assistance referred to in clause 6.2.2 above .

6.2.4.5. Existing medical subsidy thresholds for all former employees without dependants will be protected on the basis of the "no worse-off" principle, provided the new subsidy amount does not exceed the former employee's total monthly contribution to GEMS or to any other medical scheme as at 31 December 2014.

6.3. FUTURE MEDICAL SUBSIDY ADJUSTMENTS

6.3.1. The first annual adjustment of the medical subsidy shall come into effect on 1 January 2016.

6.3.2. The future adjustment of medical assistance for in-service employees on GEMS and all former employees on all medical schemes, shall be in accordance with the Medical Price Index (MPI) adjustment for a particular year, which will be adjusted on 1 January of each year.

7. PAYMENT OF THE 13TH CHEQUE / SERVICE BONUS

7.1. All employees will be required to make a once-off election on the date of payment of the 13th cheque / service bonus by 31 December 2015.

7.2. The new payment dates will be effected from the 1 March 2016.

7.3. For employees who do not make an election, the current arrangement shall continue.

7.4. All new employees shall on the date of appointment make a once-off election on the date of payment of the 13th cheque / service bonus.

7.5. The Employer will ensure that the transitional period of implementing the new dispensation of the 13th cheque/ service bonus, does not adversely affect employees.

8. RECOGNITION OF PRIOR LEARNING (RPL)

8.1. The Employer recognises the principle of prior learning as contained in the SAQA *National Policy for the Implementation of the Recognition of Prior Learning*.

8.2. The Employer will by 30 June 2017 develop a policy on Recognition of Prior Learning for the Public Service and table it in the PSCBC for consultation.

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9. BURSARY SCHEME

9.1 The Employer recognises the challenges faced by employees in providing tertiary education for their children.

9.2 The Employer undertakes to conduct an investigation on the feasibility of providing a bursary scheme for children of employees, which investigation must be finalised within 12 months from the date of signature of this agreement.

10. DISPUTE RESOLUTION

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.


11. IMPLEMENTATION OF AGREEMENT

11.1. This agreement shall come into effect on the date it enjoys majority support and shall remain in force unless terminated or amended by agreement in writing.

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


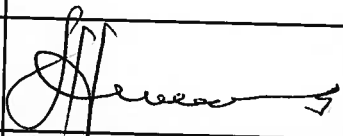


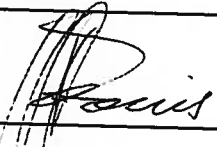


THUS DONE AND SIGNED AT CENTURION ON THIS 20TH DAY OF MAY 2015.

ON BEHALF OF THE EMPLOYER

	Name	Signature	Date
STATE AS EMPLOYER	KHUMBULA NDABA		20/05/19

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[Handwritten marks]

ON BEHALF OF TRADE UNION PARTIES

Trade Union	Name	Signature	Date
DENOSA	Thandeka Msibi		22/05/2015
HOSPERSA/NUPSAW/NATU			
NAPTOSA	Henry Henderson		19.05.2015
NEHAWU	Michael Shinguzi		19/05/2015
POPCRU	Akoswathi Mabhaha		19/05/2015
PSA	Danny Adonis		19.05.2015
SADTU	Mugwena Maluleke		20/05/2015
SAPU	Jumelo Mosooiseng		19/05/2015