



CHAPTER 3

CHAPTER 3

REMUNERATION AND CONDITIONS OF SERVICE

1. INTRODUCTION

- 1.1 This chapter is a determination by the MPSA in terms of the powers vested in him/her in the Act, (as amended) and must be applied as such by departments and provincial administrations.
- 1.2 It contains the measures and prescripts on the remuneration and other conditions of service that apply with effect from 1 January 2001 to senior managers and senior professionals that are remunerated on the remuneration scales and bands of the remuneration system for the SMS (pre-revised salary ranges 13 to 16).
- 1.3 The contents of the chapter must always be read and applied in conjunction with the PSR that apply to the SMS. The DPSA must be approached for assistance whenever uncertainty exists regarding any provision contained in this chapter.

2. SCOPE OF APPLICABILITY

- 2.1 This chapter applies to members of the SMS as defined in the PSR.
- 2.2 This chapter also applies to personnel employed in terms of the following Acts:
 - (1) Correctional Services Act, 1998.
 - (2) Defence Act, 2002.

3. STRUCTURE OF THE REMUNERATION SYSTEM

- 3.1 The dispensation consists of a single remuneration scale for members employed in terms of the *Public Service Act, 1994*, the *Defence Act, 2002* and the *Correctional Services Act, 1998* (Amended w.e.f. 1 January 2003).
- 3.2 The remuneration scale consists of the following distinct grades and remuneration bands (with commensurate job evaluation weights):-
 - (1) **Senior Management Service Grade A**
 - Remuneration band A
 - Equate job weight of 695 points to 790 points.

(2) Senior Management Service Grade B

- Remuneration band B
- Equate job weight of 747 points to 842 points.

(3) Senior Management Service Grade C

- Remuneration band C
- Equate job weight of 800 points to 895 points.

(4) Senior Management Service Grade D

- Remuneration band D
- Equate job weight of 896 points to 1000 points.

3.3 Only remuneration packages contained in the remuneration scale may be utilised. No deviation from the remuneration packages contained in the remuneration scale will be allowed.

3.4 The remuneration bands for all new appointees must be determined subject to the job weight. It is therefore imperative that any new position (post), or any existing position (post) that is filled by means of a new appointee or promotion/transfer of existing personnel, must be evaluated before such position (post) is filled. Such persons should be appointed/promoted, and where possible on transfer, with the awarding of the minimum package of the relevant remuneration band. Higher packages may only be utilised in accordance with the measures prescribed by the MPSA.

3.5 Departments may utilise appropriate and descriptive rank designations for their members. In any correspondence with the DPSA the grade and remuneration band should, however, be quoted. Data captured on PERSAL/PERSOL should also be according to the formal grade, remunerated band and code.

3.6 HoDs may be appointed on any of the grades (with the corresponding remuneration band) after the position has been evaluated in terms of the prescribed job evaluation system.

4. COMPOSITION OF THE INCLUSIVE FLEXIBLE REMUNERATION PACKAGE

4.1 **General** (Amended with effect from 1 January 2003).

- (1) Members who are appointed permanently or on contract and who are admitted to the Government Employees Pension Fund (GEPF)

- (a) The inclusive remuneration package consists of the basic salary, the State's contribution to the GEPF and a flexible portion.
 - (b) The basic salary consists of 60% of the inclusive flexible remuneration package.
 - (c) The State's contribution to the GEPF is calculated on the basic salary.
 - (d) The remaining part of the remuneration package is the flexible portion and may be structured by the member in terms of the rules for the structuring of the flexible portion, as set out below.
- (2) Members who are appointed on contract and who are not admitted to the GEPF:
 - (a) The inclusive flexible remuneration package does not consist of components.
 - (b) The member may structure the total inclusive flexible remuneration package in terms of the provisions and rules set out below.
 - (3) An example of the structure of a remuneration package is attached as Annexure A to this Chapter.

4.2 **Flexible portion** (Amended with effect from 1 January 2003).

- (1) Members may structure the flexible portion into the following items:
 - (a) **Motor car allowance**

To a maximum amount of 25% of the total package per annum.
 - (b) **13th Cheque** (Amended with effect from 1 May 2001)
 - **Members who are appointed permanently or on contract and who are admitted to the Government Employees Pension Fund (GEPF)**

A 13th Cheque equal to one-twelfth of the basic salary, to be structured as a once-off non-pensionable bonus and payable in the anniversary month of birth.
 - **Members who are appointed on contract and who are not admitted to the GEPF**

A member may not structure for a 13th Cheque.

- (c) **Medical Assistance**
Contribution to a medical aid scheme.
 - (d) **Housing Allowance**
An amount as decided by the member.
 - (e) **Non-pensionable cash allowance**
Any remaining amount of the flexible portion.
- (2) Members are not obliged to utilise all the items when structuring the flexible portion of their packages.
 - (3) Examples of the possible structuring of the flexible portion of the package is attached as Annexure B to this Chapter.

4.3 Rules governing the flexible portion

- (1) **Motor car allowance**
 - (a) A member is obliged to maintain a reliable vehicle to be utilised for official journeys (when necessary).
 - (b) A member may purchase/lease a new or reliable pre-owned vehicle.
 - (c) No time frames exist when a vehicle should be replaced.
 - (d) The member must at all times have his or her vehicle (or a substitute) available for official journeys.
 - (e) An HoD (or his or her delegate) must decide whether a member must utilise his or her own vehicle or make use of the provisions for official journeys when transport is used for official purposes, taking into account practical implications, cost effectiveness, road conditions etc.
 - (f) A member must secure his or her own financing of loans. The State's contract with Stannic to grant loans to members is available. Should a member not be able to successfully secure a loan, his or her department may apply for a guarantee from the National Treasury in order to secure a loan.
 - (g) A member must obtain and maintain comprehensive insurance on the vehicle, and is fully responsible for all

running and maintenance costs and the cost of registration and licensing of the vehicle.

- (h) A member may not participate in the Subsidised Motor Transport Scheme.
- (i) If a member utilises his or her vehicle to travel for official purposes away from his or her usual place of work, the EA shall reimburse toll fees, and parking fees in excess of R10 per month. The member is responsible for parking fees (if it is levied) at the place of work.
- (j) Any journey between a member's home and usual place of work constitutes a private journey.
- (k) As far as possible, a member is obliged to provide free transport to official passengers to the same destination on an official journey.
- (l) If a member utilises his or her private vehicle to carry out official duties, the Executing Authority will compensate the member for kilometres travelled in excess of 500 kilometres per month, according to the tariffs payable for privately owned vehicles as prescribed by the Department of Transport.

(2) **13th Cheque**

- (a) The 13th cheque is an annual payment in the month of birth.
- (b) The 13th cheque will be paid on the day the member is normally paid his or her salary and allowances.
- (c) New appointees will receive a pro rata 13th Cheque for the period from the date of appointment until the month of birth.
- (d) If a member restructures his/her package from a position where a 13th Cheque HAS BEEN structured to a position where a 13th Cheque IS NOT BEING structured, the following will apply:
 - A pro rata 13th Cheque will be paid, calculated from the date that the member's last 13th Cheque has been paid until the month prior to the effective date of the revised restructuring. This pro rata 13th Cheque will be payable in the next month of birth based on the basic salary in the month prior to the effective date of the revised restructuring.

- In the event of a member's services being terminated before he/she reaches his/her next month of birth referred to above, a pro rata 13th Cheque is payable on the last day of service. This pro rata 13th Cheque is calculated over the period from the last date on which the member received his/her last 13th Cheque until the month prior to the effective date of the revised restructuring.
- (e) If a member restructures his/her package from a position where a 13th Cheque HAS NOT BEEN structured to a position where the member STRUCTURES a 13th Cheque, the following will apply:
- A pro rata 13th Cheque will be payable in the member's month of birth of that year.
 - In the event of a member's services being terminated before the member's month of birth, a pro rata 13th Cheque is payable on the last day of service. The pro rata 13th Cheque should be calculated from the effective date of the revised restructuring to the last day of service.
 - In the event of a member's services being terminated after the member's month of birth, a pro rata 13th Cheque is payable on the last day of service. The pro rata 13th Cheque should be calculated from the date on which the member received his/her last 13th Cheque to the last day of service.
- (f) If a member dies while in service, the Executing Authority shall pay the 13th Cheque (calculated proportionally) directly –
- to a person or persons whom the member designated in writing for this purpose; or
 - if the member did not designate such a person, to a surviving spouse/life partner; or
 - if the member has no spouse/life partner, to her or his dependant children; or
 - if no dependant child exist, into the member's estate.

(3) Medical assistance

The Executing Authority shall pay the total subscription only directly to a registered medical scheme. The total subscription shall be composed as follows:-

- Two-thirds of the amount from the flexible portion as the employer's contribution.
- One-third of the amount deducted from the employee.

(Paragraphs (4), (5) and (6) pertaining to entertainment allowance, newspaper and periodical allowance and computer allowance respectively, were deleted with effect from 1 January 2003).

4.4 Amendments to the composition of the flexible portion of the package

(1) The flexible portion of the package may only be changed in the following circumstances:-

- (a) One year after the date of implementation of the inclusive flexible remuneration package system.
- (b) On promotion to a higher grade (position).
- (c) Adjustment of the remuneration scale.
- (d) On transfer to another post.
- (e) Substantial changes to tax legislation.
- (f) Any changes to the total contribution to a registered medical aid scheme.
- (g) On decision by the Minister for the Public Service and Administration.

5. APPLICABLE CONDITIONS OF SERVICE**5.1 Leave****(1) Annual leave**

- (a) Members 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 C of this chapter.

- (b) For each 15 consecutive days leave taken without pay, the members' annual leave entitlement shall be reduced by 1/24 th.
- (c) For the purpose of granting annual leave, working days shall mean Monday to Friday, except in the case of shift workers whose annual leave may be taken on a Saturday and Sunday.
- (d) 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.**
- (e) The remaining leave days, if any, must be taken no later than 6 months after the expiry of the relevant leave cycle, whereafter, unused leave credits shall be forfeited.
- (f) Members must be cautioned timeously if, at the end of the relevant leave cycle, they have not utilised their leave entitlements.
- (g) A member'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.
- (h) **Any refusal of annual leave must be confirmed in writing, stating the reasons and arrangements for rescheduling of the annual leave.**
- (i) If due to the member's service delivery requirements a member's application for leave is denied and not rescheduled, such leave must, upon request, be paid out to the member at the end of the 6 months' period referred to in 5.1(e) above. A member's requests for payment of unused leave credits must be:
 - In writing; and
 - accompanied by written proof of refusal of leave by the HoD.
- (j) HoDs shall, at the end of the relevant 18 months' period, report to the relevant legislature on the number of members denied annual leave, reasons for such denial and the amount paid in this regard.
- (k) The 50% leave entitlement, or any portion thereof, which was due to members 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.**

(2) **Annual leave of members who were taken over from former Provincial Administrations and Development Boards**

Members of the former Provincial Administrations and Development Boards who were taken over by the Public Service in 1986 and 1989, respectively, are eligible to the annual leave entitlements as indicated in Annexure C.

(3) **The granting of annual leave on a *pro rata* basis**

- (a) Members who are appointed after the commencement of an annual leave cycle shall be entitled to annual leave on a *pro rata* basis determined as a fraction of the entitlement as per Annexure C of this chapter.
- (b) Temporary members on fixed term contracts shall be granted annual leave that is proportional to their term of employment at a rate of one-twelfth of the annual credit applicable to the member category (as per Annexure C), per month of service.
- (c) 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.
- (d) Departments must keep manual records of the utilisation of fractions/decimals and leave forms must be completed for every eight hours fractions and/or leave taken.
- (e) For purposes of converting fractions/decimals of leave entitlements into working hours the following formula(s) should apply:

Converting fractions into hours:

$$8 \times A = B$$

Where –

8 = represents the number of working hours in day

A = represents the fraction

B = represents the credit in hours

For example: Member with 7,45 leave credits:

$$8 \times 0.45 = 3.6 \text{ hours}$$

Converting fractions into minutes:

$$60 \times B = C$$

Where –

60 = represents the minutes in an hour

B = represents the fraction

C = total credit in minutes

For example: Member with 3.6 hours leave credit (see example above)

$$60 \text{ min} \times 0.60 = 36 \text{ minutes}$$

In other words the member with 7,45 days' leave credits has 7 days, 3 hours and 36 minutes leave

- (f) For purposes of leave payouts, fractions or decimals must be used as they are in the formula provided for in paragraph 5.1 (3) (e) of this Chapter.
 - (g) Unused fractions and decimals lapses at the end of the six months period referred to in paragraph 5.1 (1) (e) above.
 - (h) If a member's annual leave entitlements changes, e.g. from 22 to 26 working days per annum after ten years service, the unused fractions or decimals must also be carried over to the new leave category and be administered manually.
- (4) **Annual leave and payouts**
- (a) Members shall be paid a cash value in respect of unused leave credit upon termination of service and in terms of paragraph 5.1(1) (i) above. The payment will be limited to a maximum number of days equivalent to the annual leave entitlements in Annexure C .
 - (b) The leave cycle remains unchanged, therefore, requests and motivations for leave payments in respect of leave credits mentioned in 5.1 (1) (i) above shall be lodged by no later than 31 July in respect of each year.

- (c) Payment of annual leave credits shall be calculated using the member's annual basic salary (with the exclusion of benefits).
- (d) For all terminations in respect of members without any capped leave and at the expiry of the 6 months period mentioned in 5.1(1) (e) above, leave payouts 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 C

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 = represent the member's annual basic or pensionable salary as at the last day of duty or at the end of the 6 months period mentioned in 5.1 (1) (e) above.

(5) Annual leave accrued prior to 1 July 2000

- (a) Members shall retain all audited leave credits accrued prior to 1 July 2000.
- (b) The number of accrued leave days prior to 1 July 2000 shall be converted to working days using the following formula:

$$\frac{A \quad X \quad 5}{7}$$

Where –

A = represents the number of audited leave credits

(c) The payouts in respect of such leave credits shall be made in the event of:

- * Death;
- * Retirement; or
- * Medical boarding.

(d) The leave payout in respect of members with capped and audited leave credits shall be determined in the following manner:

$$\frac{\{(A - B) + (C - D) + F\} \times E}{260,714}$$

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 = represents the number of completed months; and

Y = represents the annual leave entitlement per leave cycle as per Annexure C)

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 leave taken in the current leave cycle

E = represents the member's annual basic or pensionable salary as at the last day of duty

F = represents the capped leave (as on 30 June 2000 **less** all leave taken from the capped leave)

(e) The HoD shall determine whether there are periods which are unaudited and in such instances, the member'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 5.1 (5)(d) above.

- (f) The HoD shall determine procedures and measures in keeping with service delivery needs, on how members 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 C.

(6) Nomination of beneficiaries and leave payouts

- (a) Members 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.
- (b) If a member dies and has not nominated a beneficiary, the leave payout may be paid:
- In full to the spouse/life partner of that member; or
 - 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 or her death, were fully dependent on the member; or
 - If there are no children, to the member's estate.

(7) Annual leave with full pay granted in excess

- (a) A member may not be granted annual leave with full pay in excess of that which the member is entitled to in terms of Annexure C **plus** capped leave in respect of persons who were in service prior to 1 July 2000.
- (b) If due to a *bona fide* error, a member had been granted annual leave with full pay in excess of that which stood to his or her credit at that time, such over grant must be deducted from the subsequent leave cycle.
- (c) If a member who has been over-granted annual leave with full pay exits the Public Service, that portion of the over-grant which exceeded his or her normal annual leave credit on his or 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 member's basic annual salary notch per annum
 B= represents the number of days annual leave over-granted
 260,714 represents the number of working days in a year

- (d) If a member exits the Public Service during an annual leave cycle after utilising all his/her annual leave for the leave cycle, the provisions of 5.1(7)(c) above shall apply.

(8) Annual leave: General provisions

- (a) A member 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 member retains likewise the leave category as reflected in Annexure C. The utilisation of these leave credits are subject to the provisions of this handbook.
- (b) If a member transfers to an occupational class to which a different leave category applies, he/she adopts the new leave category for that occupational class. The member 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 handbook.
- (c) The provisions in paragraph 5.1(8)(a) and (b) apply *mutatis mutandis* in the case of members who are appointed on contract and who secures a permanent or temporary appointment in the Public Service and *vice versa*.
- (d) In the event where a member qualifies after completion of ten years of service **after** the first day of the month for the higher leave category in Annexure C, 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 in the event where the member referred to in paragraph 5.1 (8) (b), qualify after the first day of the month for the new category of leave.

(9) Normal sick leave

- (a) Members are entitled to 36 working days sick leave with full pay over a three-year cycle. Unused sick leave shall lapse at the expiry of the three-year cycle.

- (b) Sick leave may also be granted in respect of periods where a member must be quarantined or isolated for at least 10 consecutive days.
- (c) If a member is unable to report for duty due to sudden illness, he or she must immediately notify his/her immediate supervisor of his or her inability to report for duty.
- (d) Members who apply for three or more sick leave days must submit a certificate citing the reason and duration of absence from a registered and recognised practitioner.
- (e) Practitioners shall, for this purpose include all practitioners as defined by the Health Professionals' Council of South Africa and who are legally certified to diagnose and treat patients.
- (f) In instances where a pattern in the utilisation of sick leave has been established, a certificate may be required for absences of less than three working days.
- (g) For every 15 consecutive days leave taken without pay, a member's sick leave entitlement shall be reduced by 1/72nd per sick leave cycle.
- (h) If a member falls ill whilst on annual leave with full pay, such leave may be converted to sick leave provided that a certificate from a registered medical practitioner is submitted to substantiate the indisposition.

(10) Temporary incapacity leave

- (a) A member who has exhausted his or her sick leave credit in a three-year cycle and who, according to the relevant medical practitioner, requires to be absent due to incapacity that is not permanent may, at the discretion of the HoD, be granted additional sick leave with full pay in the event of serious illness.
- (b) Such a condition must have been certified in advance by the attending medical practitioner as a temporary incapacity except where conditions do not permit.
- (c) The HoD may require the member to obtain a second opinion before granting approval for additional sick leave. Expenditure in this regard will be met from the departmental budget.
- (d) The HoD may grant a maximum of 30 consecutive working days leave with full pay during which period an investigation must be conducted into the nature and

extent of the incapacity. The investigation shall be conducted in accordance with item 10(1) of Schedule 8 of the Labour Relations Act, 1995.

- (e) On the basis of medical evidence, the HoD may approve the granting of additional sick leave days on conditions that he or she shall determine.
- (f) If the member is of the view that he or she has been unfairly treated as regards the granting of additional sick leave, he/she has the right to follow the grievance procedure and the relevant dispute resolution procedures in order to settle the matter.

(11) Permanent incapacity

- (a) Members whose degree of incapacity has been certified by a competent medical practitioner as permanent shall, with the approval of the HoD, be granted a maximum of 30 working days paid sick leave, or such additional number of days required by the employer to finalise processes mentioned below.
- (b) The HoD shall, within 30 working days, ascertain the feasibility of:
 - Alternative employment; or
 - Adapting duties or work circumstances to accommodate the member.
- (c) A member, 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.
- (d) If the redeployment necessitates reallocation to a job of a lower grading, such should be explained well in advance and the continued utilisation of such a member should, in this regard, be with his or her consent.
- (e) In instances where the member's redeployment entails retraining or retooling, the employer shall take requisite resources (time and financial) and potential returns into consideration before approving redeployment.
- (f) The redeployment of a member's services should ensure the optimal utilisation of his or her competencies and should not compromise service delivery.
- (g) If the HoD or the member is convinced that the member will never be able to render an effective service at his or

her level or rank, the member may proceed with an application for termination of service due to ill-health in terms of the Government Employees Pension Law of 1996 or the employer may initiate the procedures in terms of the PSCBC Resolution 12 of 1999, Incapacity Code and Procedures in respect of ill-health. (Refer to chapter 7 of the handbook)

(12) **Acceptance Of Medical Certificates**

- (a) The HoD should accept medical certificates that might not describe a member's illness for sick leave taken during the normal sick leave cycle, i.e. 36 working days in a 3 year cycle, provided that in the event of abuse of the system during the normal sick leave period of 36 working days (e.g. a pattern of regular sick leave on Mondays or Fridays) the HoD may request a medical certificate describing the nature and extent of the illness before granting sick leave with full pay.
- (b) The HoD will only consider temporary and permanent incapacity leave with full pay if the member submits a medical certificate describing the nature and extent of the illness.
- (c) A member should give the medical practitioner concerned his/her informed consent to reveal the nature and extent of his/her illness to a third party, i.e. the employer and/or the Health Risk Manager (when the new policy is in place for application of temporary incapacity leave and ill-health retirement for public service employees and where the employer requests this as a result of abuse).
- (d) In the event of a member refusing/failing to submit a medical certificate describing the nature and extent of the illness for purposes of temporary incapacity leave and permanent incapacity leave, the period of absence will be covered by annual leave (with the member's consent) or unpaid leave.
- (e) **It is extremely important that the employer should at all times treat such information with the necessary respect and confidentiality.** Information concerning the medical condition of a member may therefore not be divulged to any other person(s) not directly involved in the decision-making process regarding the granting of sick leave. If an employee involves him/herself in divulging such confidential information of one employee to any other unauthorised person, he/she should be disciplined in terms of the Disciplinary Code.

- (f) In terms of the Ethical Rules of the Health Professions Council-
- (i) a medical certificate should contain the following information:
- the name, address and qualifications of the practitioner;
 - the name of the patient;
 - the employment number of the patient (if applicable);
 - the date and time of examination;
 - whether the certificate is being issued as a result of personal observations by the practitioner during an examination, or as the result of information received from the patient and which is based upon acceptable medical grounds;
 - a description of the illness, disorder or malady in layman's language if the patient has provided informed consent for it to be disclosed;
 - whether the patient is totally indisposed for duty or whether the patient will be able to perform less strenuous duties in the work situation;
 - the exact period of recommended sick leave;
 - the date of issue of the certificate of illness; and
 - a clear indication of the identity of the practitioner who issued the certificate.
- (ii) if the practitioner uses pre-printed medical certificates, wording not applicable to the patient should be deleted.

(13) General: Sick Leave

- (a) In the event where a member has to –
- consult a doctor, therapist, etc. for reasons related to the member's health/wellness, or
 - go for training related to a disability, e.g. a blind member who has to get training with his/her guide dog, or

- go for maintenance work for equipment used as a result of his/her disability,

the HoD may grant such member time off in terms of the sick leave provisions.

- Where a member is absent for a part of the day, the HoD could manually record such time off until a full day is completed as sick leave.
- If a member's normal sick leave is exhausted, then temporary incapacity leave could be considered.
- The HoD may require the necessary proof of such events/occurrences to properly monitor the utilisation of sick leave.
- Fractions of sick leave entitlements may be converted using the formula in par. 5.1 (3) (e) above.

(14) Leave for occupational injuries and diseases

- Members who, as a result of their work, suffer occupational injuries or contract occupational diseases, shall be granted occupational and disease leave for the duration of the period they cannot work.
- If a member suffers a work-related injury as a result of an accident involving a third party, the HoD shall grant him or her occupational injury leave provided that the employee:
 - Brings a claim for compensation against the third party.
 - Undertakes to use compensation (in terms of the Compensation for Occupational Injuries and Diseases Act, 1993) received to recompense as far as possible for the cost arising from the accident.
- The HoD shall take reasonable steps to assist a member to claim compensation according to 5.1(14)(b) above.
Note: when a member is injured on duty, the employer could, depending on the circumstances, pay the medical expenses of the member concerned, pending the outcome of the claim for an injury on duty. The purpose of this provision is therefore to recover the employer's expenses once the claim is settled.

(15) Maternity leave

- Members are entitled to 4 consecutive calendar months maternity leave to commence -

- at any time from four weeks before the expected date of birth; or
 - on a date from which the attending medical practitioner certifies that it is necessary for the member's health or that of the unborn child.
- (b) It is preferable that a member 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.
- (c) For at least six weeks after the birth, no member may commence with normal official duty unless the attending practitioner certifies that the member is fit to do so.
- (d) Maternity leave may be interrupted if-
- the baby is born prematurely and is hospitalised during maternity leave; or
 - the baby becomes ill and is hospitalised for a period of longer than a month during the maternity leave.
- (e) The provisions in paragraph (d) above are applicable to a member, who chooses to interrupt her maternity leave in these circumstances.
- (f) If a member referred to in (d) above, chooses to interrupt her maternity leave and fail to return to work after six weeks mentioned in (c) above, such a period must be covered with annual leave or unpaid leave if she does not have enough annual leave available.
- (g) Maternity leave may be extended upon application by -
- the granting of sick leave as a result of a medical complication;
 - the granting of up to 184 calendar days unpaid leave; or
 - the granting of annual leave.
- (g) Members who during the third trimester of their pregnancy, experience a miscarriage, still birth or termination of the pregnancy on medical grounds, shall be

- (h) eligible for six consecutive weeks maternity leave, whereafter, the first point of 5.1(15)(g) shall apply in the event of a medical complication.
- (i) Provisions in 5.1(15)(h) above shall also apply to a member 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.

(16) Adoption leave

- (a) A member who adopts a child that is younger than two years, shall qualify for adoption leave to a maximum of 45 working days, whereafter, the second and third point of 5.1(15)(g) 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 working days mentioned in 5.1(16)(a) above.

(17) Family responsibility leave

- (a) Members shall be granted 3 days leave per annual leave cycle for utilisation if-
 - the member's spouse or life partner gives birth to a child; or
 - the member's child, spouse or life partner is sick.
- (b) Members shall be granted 5 days leave per annual leave cycle for utilisation if -
 - the member's child, spouse or life partner dies; or
 - a member's immediate family member dies.
- (c) The number of family responsibility leave days taken according to 5.1(17)(a) and 5.1(17)(b) above shall not exceed five (5) days in an annual leave cycle unless special circumstances warrant further leave at the discretion of the HoD.
- (d) Immediate family member for purposes of this provision means the member's parent, adoptive parent, grandparent, child, adopted child, grandchildren or sibling. The granting of family responsibility leave must be taken with due consideration of the employee's cultural responsibilities. Where the latter discretion is exercised,

an HoD must limit the total period of family responsibility leave to a maximum of 5 days.

- (e) Members who have used all their family responsibility leave may, subject to the approval of the Head of Department, apply to -
- use available annual leave; or
 - use up to 184 calendar days of unpaid leave.

(18) Special leave

- (a) The HoD shall ensure that his or her department has adopted a special leave policy. The said policy should be negotiated in the relevant bargaining structures.
- (b) The policy mentioned in 5.1(18)(a) above shall define -
- circumstances and conditions under which special leave is granted; and
 - as far as possible, events for which members shall be granted special leave.
- (c) 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.
- (d) The HoD may also provide for a policy on leave for the treatment of substance abuse.

(19) Leave for office bearers of recognised employee organisations

- (a) Office bearers of recognised employee organisations shall receive up to 10 working days paid leave per annum for activities related to his or her union position.
- (b) All applications for this type of leave must be submitted in writing together with supporting documentation.

(20) Unpaid leave

- (a) If a member has utilised all his or her annual leave with full pay, the HoD may grant him or her unpaid leave. Unpaid leave days must be granted on a calendar day basis. Only in exceptional circumstances shall the HoD grant the member more than 184 calendar days of unpaid leave in a period of 18 months.

- (b) A member shall utilise unpaid leave for absence from work due to -
- arrest, imprisonment or appearance in court on a criminal charge that leads to a conviction; or
 - a criminal sentence.
- (c) HoDs shall ensure that the internal disciplinary procedures are not dependent on external processes, e.g. criminal justice processes/procedures.
- (d) For purposes of calculating unpaid leave, the following formula applies:

$$\frac{A \times B}{365}$$

Where-

A = represents the employee's basic annual salary notch per annum

B = represents the number of days annual leave without pay

365 = represents the number of days in a year

(21) General provisions

- (a) Except in exceptional circumstances, the member may not stay away from his or her place of duty unless an application for leave of absence has been lodged in writing and he/she has been informed by the HoD that the application has been approved.
- (b) The HoD must ensure that:
- Leave forms are submitted for all absences and all outstanding leave forms are followed up.
 - All leave taken is captured on a daily basis and there are no backlogs in respect of each annual leave cycle.
 - Individual utilisation of leave is communicated to members at the end of each annual leave cycle in respect of annual vacation leave.

(c) Training of disabled members:

Disabled members 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 members with the knowledge and skills to do their jobs. The member with a disability should therefore be offered the relevant training while on official duty.

(d) Fitment, adjustment or maintenance of equipment of disabled members:

If a disabled member needs periods of time off to fit, adjust or maintain equipment to enable the member to perform his/her job, it should be treated in terms of paragraphs 5.1 (13) (a) to (e) above.

(e) Members employed in terms of the Defence Act, 2002

Leave is provided to members as prescribed in terms of the relevant legislation.

5.2 Medical assistance for serving members**(1) Members employed in terms of the Public Service Act, 1994**

Medical assistance is provided through the remuneration package as set out in paragraph 4 above.

(2) Supplementary Medical Assistance for employees serving abroad

(a) To become eligible for supplementary medical assistance, an employee stationed abroad shall permit the employer to deduct from her or his monthly salary an amount, called "own contribution". The Minister shall determine the amount of the own contribution.

(b) The employer shall pay the excess amount for an employee stationed abroad who pays the own contribution and belongs to a registered medical scheme if,

- the employee's medical scheme provides payment for a service and is willing to make such payment to the Department of Foreign Affairs,
- the employee or his or her dependants obtain the service in a foreign country, and

- the actual cost exceeds the scheme's payment,
- (c) The employer may also pay the excess amount if,
- dependant children of the employee who live in South Africa obtain medical services, and
 - they are taken into account in calculating the own contribution.
- (d) For the following medical services obtained abroad the employer shall assist an eligible employee to meet costs up to a maximum amount only:
- Crown and bridgework of teeth.
 - Spectacle frames and contact lenses.

The Minister shall determine the basis for calculation of limits. The Department of Foreign Affairs shall revise the limit annually for different countries if justified.

- (e) The employer shall pay the excess amount up to the limit. for an employee or his or her spouse on an official visit if,
- he or she unavoidably requires medical services; and
 - the service costs more than in South Africa,
- (f) If an employee abroad, and/or her or his dependants, need to travel to obtain a medical service, the employer shall pay his or her travel and subsistence costs.
- (g) If an employee abroad experiences problems to make payments in respect of a medical service that is recognised for benefit purposes by his or her medical scheme, the employee may apply for an advance or direct settlement of the medical bill by the employer.
- (3) **Members employed in terms of the Defence Act, 2002 and Correctional Services Act, 1998**

Medical assistance is provided to members as prescribed in terms of the relevant legislation

5.3 Medical assistance at retirement or termination of services

- (1) **Members employed in terms of the Public Service Act, 1994**

- (a) The payment of medical assistance will continue as provided in Table 1 to a member who leaves the public service, if -
- the member belonged to a registered medical scheme for the year ending on the date he or she left the public service; and
 - the member leaves the public service because of
 - retirement, including early retirement where it does not result from misconduct or incapacity;
 - death; or
 - discharge as a result of ill health or injury on duty.
- (b) If a member or pensioner dies and his or her remaining spouse/life partner becomes a principal member of the relevant medical scheme, the EA will transfer the benefits provided under Table 1 to the spouse.

Table 1. Benefits for eligible former members

Note: In this table, “service” refers to employment by an institution funded primarily and directly from the central or provincial budget.

Group	Benefits
<i>(a) A member who dies or who retires for reasons not related to health:</i>	
(i) aged at least 50 with at least 15 years of service	Two thirds of the subscription to the member’s medical scheme, up to the maximum of R 1 014 ,00 per month.
(ii) aged under 50 with at least 15 years of service	From age 50, the same as in (i) .
(iii) with at least ten but under 15 years of service, irrespective of age	A payment of 36 times the State’s monthly contribution to the member’s medical scheme.
(iv) with under ten years of service	A payment of 12 times the State’s monthly contribution to the member’s medical scheme

Group	Benefits
<i>(b) A member discharged for ill health</i>	
(i) with at least ten years of service	Two thirds of the medical scheme subscription, up to the maximum of R 1 014 ,00 per month.
(ii) with at least five but under ten years of service	A payment of 24 times the State's monthly contribution to the member's medical scheme
(iii) with under five years of service	A payment of 12 times the State's monthly contribution to the member's medical scheme
<i>(c) Members who retire due to an injury on duty</i>	

(2) **Members employed in terms of the Defence Act, 2002 and Correctional Services Act, 1998**

Medical assistance will continue after retirement/termination of service as prescribed in terms of the relevant legislation.

5.4 Danger allowances

- (1) The EA will compensate a member who risks his or her life in the course of carrying out specified duties or training.
- (2) The EA will not pay a danger allowance to a member of the SANDF or the Department of Correctional Services who does not participate in the line activities of his or her department.
- (3) A member may receive a Standard Danger Allowance and/or a Special Danger Allowance.
- (4) The EA will pay the Standard Danger Allowance to a member who -
 - (a) undertakes or trains for one or more of the duties listed in paragraph 5.4(5); and
 - (a) in the course of his or her work or training, experiences a genuine risk to his or her life.
- (5) The following duties may qualify for the Standard Danger Allowance:
 - (a) Under-water diving.
 - (b) Parachute jumping.

- (c) Surveying, inspecting and/or helping to operate a vessel or submarine at sea, or an aeroplane, in pursuance of the member's line functions.
 - (d) Dowsing fires at airports and/or rescue work during fires and/or other emergencies.
 - (e) Working with core drills, explosives or explosive weapons.
 - (f) Repairing and maintaining arms and ammunition for the Inspectorate of Naval Ordnance of the Navy.
 - (g) Working with or guarding convicts, people held in places of safety, or people on parole.
 - (h) Investigating or preventing a crime.
 - (i) Executing a military operation.
 - (j) Acting as part of the SANDF to maintain public order.
 - (k) Working for the safety restricted laboratory of the National Institute for Virology.
- (6) The EA will pay the Special Danger Allowance to a member who works in one or more of the following:
- (a) The Reaction Unit of the Department of Correctional Services.
 - (b) The Special Forces of the SANDF.
 - (c) The Department of Correctional Services, in duties that require direct contact with maximum security prisoners.
 - (d) The SANDF in areas that the Chief of the SANDF has designated as high risk due to -
 - attacks on members of the SANDF;
 - widespread violent offences; and/or
 - military activities by enemy forces.
- (7) If a member qualifies for the Standard Danger Allowance on one or more grounds, he or she will receive R200 a month, or the equivalent amount in daily terms.
- (8) If a member qualifies for the Special Danger Allowance on one or more grounds, he or she will receive R300 a month, or the equivalent amount in daily terms.

- (9) If a member qualifies for both the Standard and the Special Danger Allowances, he or she may receive both simultaneously.
- (10) The EA will pay a danger allowance on the date an eligible member receives his or her salary. The EA will stop paying the allowance when the member stops being eligible.
- (11) The basic principle for the calculation of the danger allowance in daily terms is as follows:

$$\frac{\text{Annual Tariff}}{365}$$

5.5 Official journeys

- (1) General
 - (a) The EA will meet reasonable costs of travel for official purposes.
 - (b) The policies established by an EA for the following aspects, are applicable:
 - Procedures for approving an official journey.
 - Acceptable means and class of transport.
 - Expenditure limits.
 - When the EA will pay for a member's household or family to accompany him or her.
 - (c) If a member takes an official journey that violates a policy of his or her department, the EA may not compensate the member or may compensate only a part of the costs after convening a disciplinary hearing.
- (2) Serious illness or family death
 - (a) If a member travelling on official duty becomes so ill that he or she must remain distant from his or her home, the EA may pay reasonable actual costs for travel, accommodation, meals and incidentals for one or more family members to join him or her.
 - (b) If a member on official duty away from his or her normal place of work returns home because a life partner, parent or child becomes severely ill or dies, the EA may pay reasonable actual costs for the member's travel, accommodation, meals and incidentals.

(3) Official journeys

- (a) If a member uses his or her private car to carry out official duties, the EA will compensate the member for kilometres travelled in excess of 500 kilometres per month, according to the tariffs payable for privately-owned vehicles as prescribed by the Department of Transport.
- (b) The EA may, subject to paragraph (a) above, compensate a member for the cost of official journeys, including travel to and from the normal work place, when a member must:
- temporarily take up duties and, in consequence, residence at another place of work; or
 - travel to work outside of normal hours at the request of or with the prior approval of the immediate supervisor of the member concerned.

(4) Accommodation and other costs while on official journeys

- (a) The EA will meet a member's accommodation costs, dry cleaning, meals and incidentals while he/she is on an official journey.
- (b) This part does not apply to a member who receives compensation while on sessional duties.

(5) Compensation for accommodation and other costs during an official journey inside the Republic

- (a) If a member must take an official journey lasting under 24 hours, the EA will meet reasonable actual costs, if any.
- (b) If a member must take an official journey that lasts for 24 hours or longer, for each day or part of a day on the journey he or she may claim either -
- reasonable actual expenditure on accommodation, dry cleaning and meals plus a daily allowance (covering incidentals) as determined annually by the MPSA; or
 - an all-inclusive daily allowance as determined annually by the MPSA.

(6) Compensation for accommodation and other costs incurred on official journeys outside the Republic

- (a) The EA will meet a member's actual and reasonable accommodation and dry cleaning costs.

- (b) A special allowance may also be paid to cover expenditure on meals and incidentals while on an official journey outside the Republic. The special allowance will be determined by the MPSA and issued by means of a directive to departments and administrations.

5.6 Resettlement

(1) General

- (a) The EA will generally meet, within reason, the actual resettlement costs within the country incurred by a member and his or her immediate family as a result of official duties, transfers, redeployment, or, in some cases, on termination of service or death.
- (b) For this purpose, a member's immediate family includes only a member's -
- spouse or/life partner;
 - minor child; and/or
 - relative
 - who lives with the member except when attending an educational institutions; and
 - who relies on the member for the bulk of his or her subsistence.

(2) Privileges for serving members

The policies established by an EA for the following aspects, are applicable:

- Cost items associated with a transfer.
- Limits on expenditure.
- Maximum periods of compensation.
- Restrictions on the quantity and kind of personal effects covered.
- Costs of property transfer.

(3) Privileges for new appointees

- (a) The EA will pay the reasonable actual costs of relocation of a newly appointed member to his or her place of work.

These expenditures may include reasonable actual costs of -

- travel by the member and his or her immediate family; and
 - transport, insurance and one month's storage for personal and household goods.
- (b) The member will agree in writing to repay the EA's expenditure for relocation if he or she should leave the Public Service in a year or less.
- (c) If a member is recruited from abroad, his or her EA may provide a once-off sum to assist him or her with initial expenses before he or she receives his or her first salary payment.

(4) Privileges on death

The EA may meet the costs of transporting home the remains of a member who died on official duty away from his or her normal place of work.

5.7 State and other housing

(1) Members employed in terms of the Public Service Act, 1994

- (a) This section applies if the EA deems it necessary for a member to occupy specific housing.
- (b) The EA will require a member to live only in housing that provides a safe and healthy environment for the member and, where relevant, his or her family.
- (c) An EA may establish a more detailed policy for his or her department.
- (d) The EA will enter into an agreement of tenancy with the member. The contract will ensure that, if -
- the EA determines that a member no longer needs to occupy the specific housing to carry out his or her work; or
 - the member terminates his or her employment with the Public Service, the EA will give the member and/or his or her family three months' notice to move out of the housing.
- (e) If the EA requires a member to occupy specific housing, the member shall pay -

- for standard housing, defined as housing built with permanent materials
 - for married housing, 4 per cent of his or her basic salary to a maximum of R200 per month; or
 - for single housing, 1 per cent of his or her basic salary; and
 - for non-standard housing, for instance prefabricated housing, 75 per cent of the rent for equivalent standard housing,
 - for voetstoets housing, which means housing that has deteriorated to the point where it cannot be fully repaired, 50 percent of the rent for equivalent standard housing.
- (f) If the EA can provide only single housing for a married member, the member shall pay 75 per cent of the rent for married housing of the same type.
- (g) If the EA can provide only quarters in a hostel or shared housing for a single member, the member shall pay 75 per cent of the rent for single housing of the same type.
- (h) The member shall pay municipal taxes, levies and services for the housing.
- (i) If the member must temporarily move out of the housing to permit necessary maintenance work or to let a substitute member move in, the EA will -
- exempt the member from payments for the relevant period; and
 - reimburse him or her for
 - expenses related to the transport and storage of personal effects; and
 - the reasonable actual costs of alternative accommodation for the period concerned.
- (2) **Members employed in terms of the Defence Act, 2002 and Correctional Services Act, 1998**

State and other housing are provided to members as prescribed in terms of the relevant legislation.

5.8 Clothing for work

(1) Uniforms and special clothing

- (a) If a member's work requires that he or she wears a uniform or particular clothing, the EA will provide either -
- the uniform or clothing; or
 - an allowance that covers the reasonable actual cost of the uniform or clothing.

(2) If -

- (a) a member must hire formal clothing to attend an event either -
- on duty; or
 - at the explicit instruction of his or her EA or HoD; and
- (b) he or she does not receive an allowance for clothing or a representation allowance, the HoD may approve reimbursement of the cost.

(3) Protective clothing

- (a) The EA will provide and launder protective clothing for a member where necessary -
- to comply with legislation;
 - to safeguard the member's health;
 - to prevent the transmission of an infection; or
 - to protect the member's private clothes or uniform from excessive dirt or wear.

(4) Clothing grant on transfer

- (a) The EA may provide a clothing grant if –
- the EA transfers a member outside of South Africa to a new workplace with an extreme change in climate; and
 - the member has not received a similar grant in the past three years.

- (b) The EA will prescribe a maximum amount for the grant. The grant will reflect reasonable actual expenditure.

5.9 Assistance with boarding school and lodging fees

- (1) If, for specific work-related reasons, a member's children must attend school away from home, the EA may help with some of the costs.
- (2) An EA may assist with boarding costs for a dependant child of a member if the child attends primary or secondary school, and
- (a) the member's work requires the member to move frequently; or
- (b) the schools available where the member lives and works
- are over 32 km distant; or
 - do not teach in the member's home language which is one of the official languages.
- (3) The EA will not provide this kind of assistance for a member -
- (a) who is stationed abroad and receives a child allowance; or
- (b) who performs parliamentary duties.
- (4) The EA -
- (a) will pay only for accommodation, meals and laundry; and
- (b) will not pay over half of reasonable boarding-school or lodging fees.

5.10 Allowances for personnel serving EA's

- (1) In some cases, the EA will provide an allowance for members directly serving EA's.
- (2) The EA may pay an allowance to a member who serves an EA -
- (a) either directly or by working for a member who reports to the EA; and
- (b) in terms of a Cabinet decision on Ministerial staffing.
- (3) The EA will pay a member the allowance if the member's executing authority considers it necessary to compensate for -

- (a) undertaking duties that lie outside the member's primary duties and responsibilities;
 - (b) overtime;
 - (c) travelling; and/or
 - (d) inconvenience.
- (4) **Determination of allowances**

(a) **Compensation for inconvenience and for work outside of a member's primary duties and responsibilities**

- An EA may pay an eligible member the following non-pensionable allowance per month for inconvenience and work outside of the member's primary duties and responsibilities.
- Presidency – R2980 (w.e.f 1/7/2003)
- Ministers, Premiers, Head of the Royal Family of the Zulu Nation, Aide de Camp of the President, Deputy Ministers and MEC's – R2745 (w.e.f 1/7/2003).

(b) **Clothing grant**

- A once-off clothing grant to the value of R3590* may be paid. This amount is a once-off grant and must not be paid again when the incumbent serves a new political office bearer, without any interruption of service. This single clothing grant is for the purchase of (formal) clothing outfits on the provision that members –
 - furnish proof of their clothing purchases; and
 - be contractually bound for a period of 24 months, after making use of the relevant concession, to repay the full amount made available, or a *pro rata* portion thereof, to the State should they resign or should their services be terminated as a result of misconduct before expiry of the 24 months.
- A member of the SANDF or Department of Correctional Services who works for an EA will receive payment for clothing in accordance with paragraph 5.8 above.

*Note: The Financial Manual for Remunerative Allowances and Benefits and the Directive on Collective Agreement XIX (Resolution 3/99) should also be consulted.

5.11 Sessional assistance

(1) General

- (a) If a member must reside temporarily in Cape Town in order to undertake parliamentary work, the EA will assist him or her to meet the costs of maintaining two households.
- (b) Sessional assistance will consist of a sessional allowance, assistance with the cost of children, and support for travel and subsistence.
- (c) Sessional assistance will assist only with the costs of a member and/or his or her dependants and/or spouse/life partner. For these purposes, dependants include a member's -
 - dependant child; and/or
 - relative who -
 - lives with the member except when attending an educational institution; and
 - relies on the member for the bulk of his or her subsistence.

(2) Eligibility

- (a) The EA will provide sessional assistance to a member -
 - whom the HoD designates as a sessional official; and
 - who must stay in Cape Town temporarily to perform sessional duties.
- (b) The EA will not provide sessional assistance to a sessional member who is stationed permanently in Cape Town.
- (c) If a member and his or her spouse/life partner are both sessional members, only one will receive sessional assistance.

(3) Sessional allowance

- (a) The sessional allowance will equal -
- R85,25 a day for a member who has a spouse/life partner and/or dependants (w.e.f 1 April 2003); and
 - R54,50 a day for a member who does not have a spouse/life partner or dependants (w.e.f 1 April 2003).
- (b) The EA will start paying the sessional allowance -
- when a sessional member leaves his or her normal place of work to travel to Cape Town to take up sessional duties; or
 - a maximum of two days before the member commences sessional duties, if -
 - the child of a sessional member must attend a primary or pre-primary school in Cape Town, and
 - the member or his or her spouse/life partner must therefore arrive in Cape Town before the EA requires.
- (c) While a member performs sessional duties, the EA will pay him or her a sessional allowance for a maximum of one vacation day per month.
- (d) The EA will stop paying the sessional allowance –
- from the date the member stops having sessional duties;
 - if the member returns to his or her normal place of work, or remains in Cape Town but does not take up other official duties
 - if he or she undertakes official duties in Cape Town
 - from the date the member finally returns to his or her normal place of work; or
 - if the member has children in primary or secondary school in Cape Town, the sooner of
 - the date the children leave Cape Town, and

- the Saturday after the day the member stops doing sessional or subsequent official duties in Cape Town.

(4) Assistance with resettlement for sessional reasons

- (a) When a member first assumes sessional duties, if he or she needs financial assistance to settle in Cape Town, his or her EA may provide a cash advance.
- (b) The EA will -
- deduct the amount of the advance in equal payments from the member's sessional allowance; and
 - recover any amount outstanding at the end of the member's sessional duties according to relevant financial directives and the PSR.
- (c) If -
- a member stops having sessional duties for any reason other than resignation;
 - the amount of packing necessitates the member's presence the EA may pay for the member or his or her spouse/life partner to travel to and from Cape Town to arrange the move.
- (d) For the purpose described in paragraph (3), the EA will pay reasonable actual travel costs and a maximum of two days' subsistence.

(5) Travel

- (a) At the start and end of sessional duties
- (b) For a sessional member and his or her spouse/life partner and/or dependants to travel to and from Cape Town at the beginning and end of sessional duties, the EA will pay the costs of –
- travelling;
 - subsistence if necessary, and
 - transport and insurance for essential personal effects.

(6) Special travel allowance

- (a) If sessional duties require a member to separate from his or her family, the EA may pay the minimum travel costs for the member and, in exceptional cases, for his or her spouse/life partner and/or dependants to reunite as a household. The EA will provide funds for this purpose no more than once in four months.
- (b) In exceptional cases, the EA may pay the minimum travel costs for the member and/or his or her spouse/life partner to attend to urgent and vital personal or family affairs at the member's normal place of work.
- (c) If a member receives a special travel allowance, for the duration of his or her absence he or she -
- will not be paid a subsistence allowance; and
 - will utilise available vacation or unpaid leave.

(7) Sessional assistance for children**(a) Child allowance**

- The EA will provide a child allowance for each minor child who
 - is a dependant of a sessional official; and
 - does not participate in a post-secondary course or military service.
- For each day on which a member receives a sessional allowance, the EA will pay his or her R8,60 per day for each eligible child (w.e.f 1 April 2003).

(b) Child boarding allowance

- The EA will assist in meeting the accommodation costs of a dependant child who, as a result of a member's sessional duties, must stay in a hostel or private lodgings in order to attend school, including a tertiary institution.

- Accommodation costs will include only rent, meals and laundry.
- The EA will pay the lesser of
 - 50 per cent of actual accommodation costs; or
 - 50 per cent of the hostel fees charged by the nearest hostel of a government school or a tertiary institution.
- An EA will determine the period during which the member must meet accommodation costs for the child, and pay the allowance for that period.

(8) Sessional accommodation allowance

(a) If a member -

- occupies his or her private home in Cape Town while performing sessional duties; and
- is graded as Deputy Director-General or above,

the EA may pay him or her an allowance equal to the amount he or she would receive as a home-owner allowance on the home for the period of his or her stay in Cape Town.

- (b)** The EA may compensate a sessional member who cannot obtain official accommodation during all or part of his or her sessional duties as provided in Table 2 below.
- (c)** The EA will meet hotel costs only if a member demonstrates that he or she cannot obtain rental accommodation for the allowance provided.

Table 2. Sessional accommodation allowance

Accommodation	Allowance
(a) Rented by one member	<ol style="list-style-type: none"> 1. The actual monthly expenditure on water and electricity for domestic use. 2. The rent for a garage, if the house does not include one. 3. The actual monthly rent, up to a maximum of: <ul style="list-style-type: none"> * R1200 for an unaccompanied member. * R1500 for a married member accompanied by his or her dependants and/or spouse.
(b) Rented by more than one member	<p>If a member shares accommodation with another member who is not a spouse, the EA will pay each member the proportional share of</p> <ul style="list-style-type: none"> * the actual rent to a maximum of R1200 per month, * the cost of parking for a single car, if the accommodation does not have attached parking, and * the actual expenditure on water and electricity.
(c) Hotel	<ol style="list-style-type: none"> 1. The amount over R1370,75 per month for a married member, and R1042,75 per month for a single member (w.e.f 1 April 2003), resulting from: <ul style="list-style-type: none"> * the monthly expenditure on hotel accommodation for the member and his or her dependants, * laundry, * rent for a garage, where necessary 2. A maximum amount for meals (w.e.f 1 April 2003) of: <ul style="list-style-type: none"> * R1413,00 for the member and/or a dependent aged over ten years, and * R710 for a dependent aged under ten years.

Note: The Financial Manual for Remunerative Allowances and Benefits and the Directive on Collective Agreement XIX (Resolution 3/99) should also be consulted.

5.12 **Special recruitment allowance for selected health personnel**

Refer to Public Health and Welfare Sectoral Bargaining Council (PHWSBC) Resolution 2 of 2004.

5.13 **The Antarctic and Gough and Marion Islands**

(1) **General**

The EA will compensate a member for the hardships of work in the Antarctic and/or Gough and Marion Islands.

(2) **A member of an expedition**

(a) In this part -

- *expedition* means an expedition in the Antarctic and/or the Gough and Marion Islands; and
- *Islands* means the Gough and Marion Islands.

(b) If, while on an expedition, a member occupies a position with a higher grade than his or her normal position, for the duration of the expedition the EA will pay him or her a non-pensionable allowance equal to the difference between -

- his or her normal salary; and
- the minimum of the salary range that applies to the position he or she holds during the expedition.

(c) The EA will pay a member of an expedition in the Antarctic and/or Islands a bonus of R9409,00 per year (w.e.f 1 July 2003).

(d) The EA will supply a member of an expedition free of charge with protective clothing and medical care.

(e) Reasonable quantities of tobacco products and alcohol, or the cash equivalent if the member does not use the products will be provided.

(f) Food and living quarters.

(3) **A member who visits a base to assist with maintenance, stocking or research**

- (a) The EA will grant a member who visits a base to assist with maintenance, stocking or research -
- free living quarters and repayment of reasonable expenditure on mess fees while on the ship travelling to the base, and
 - free living quarters and rations at the base.
- (b) From the date an expedition leaves Cape Town until it returns to Cape Town, the EA will pay (w.e.f 1 July 2003) -
- a member who visits a base to assist with maintenance, stocking or additional research, including the Chief Scientist on the ship, an allowance equal to 15 per cent of the average of the minimum salaries in salary range 5 and salary range 6;
 - the overall co-ordinator, a special bonus of R2277,00;
 - a team leader, a special bonus of R1826,00;
 - a team member, if his or her team leader certifies that he or she has provided satisfactory service, a special bonus of R920,00;
 - the Chief Scientist on the ship, a special bonus of R1826,00; and
 - the officer in command of the SANDF component, a special bonus of R1826,00.

*Note: The Financial Manual for Remunerative Allowances and Benefits and the Directive on Collective Agreement XIX (Resolution 3/99) should also be consulted.

5.14 Assistance with residential telephones: provision for HoDs

- (1) Telephones may, at state expense, be granted to HoDs referred to in Column II of Schedule I to the Act, on the following basis:
- (a) The expenditure regarding the installation of a telephone system of their choice at the residences at the headquarters as well as in Cape Town for those HoDs who must reside in Cape Town for parliamentary duties. A member who is already in the possession of a telephone system may replace it with a system of his or

her choice in which case the installation or exchange expenditure may be paid from state funds.

- (b) The monthly rent of the telephone at the headquarters as well as the telephone in Cape Town.
- (c) The actual call expenditure arising from the use of such telephones, but limited to a maximum of R250,00* per month. If the actual call expenditure in any month exceeds the limit of R250,00* and such excess can be attributed to official calls (either local or abroad) it may, after certification, be claimed in the usual way.
- (d) If the residence at either the headquarters or Cape Town is leased during the sitting of Parliament or during the recess, no rent or call expenditure in respect of the telephone at the leased residence is payable from state funds.

*Note: The Financial Manual for Remunerative Allowances and Benefits and the Directive on Collective Agreement XIX (Resolution 3/99) should also be consulted.

5.15 Foreign Service Dispensation

Eligible members qualify for remuneration and compensation as provided for in PSCBC Resolution No. 8 of 2003 and the Guideline on the Foreign Service Dispensation.

5.16 Recognition of long service

(1) Transitional Arrangements

- (a) A member who has completed 30 years continuous service **on or before 31 March 2003** and qualified in terms of the pre-revised provisions for a wrist-watch, may be afforded the choice between a wrist-watch or the R3 000 cash award contemplated in revised provisions reflected hereunder.
- (b) In the event where the member contemplated in paragraph (a) above chooses the wrist-watch, departments should acquire the necessary watch through their **own** procurement processes from retail outlets in terms of the directive issued by the Minister for Public Service and Administration under reference 1/6/16 dated 24 February 2003.

- (c) It is in this context also important to bear in mind that such a member with 30 years service **is not eligible to both** the wrist-watch and cash award of R3 000. In other words if the employee received a wrist-watch in terms of pre-revised provisions, s/he is not eligible to the cash award of R3 000, or vice versa.
- (2) A member who has rendered 20 years of continuous service on or after 1 April 2003, an EA shall provide, as a minimum -
- (a) a certificate; and
- (b) cash payment for ten working days of annual leave, if the member has that much leave and wishes to exchange it for cash.
- (3) A member who has rendered 30 years of continuous service, an EA shall provide,
- (a) a cash amount of R3000 if the member does not work for the Correctional Services, ,
- (b) a certificate, and
- (c) cash payment for fifteen working days of annual leave if the member has that much leave and wishes to exchange it for cash.
- (4) The amount reflected in 5.16(3)(a) above will be adjusted annually on 1 April according to the CPIX for the period January to December of the proceeding year.
- (5) The member may use any of his/her capped annual leave and/or annual leave of a previous leave cycle (if applicable) and/or current leave cycle.
- (6) Members should be afforded the opportunity to choose to have these leave days paid out. If a member exercises this choice at a later date, payment of these leave days should be based on the basic salary as on the date that s/he has completed the 20/30 years service.
- (7) The cash payment in paragraphs 5.16(1) and (2) should be calculated as follows:

$$\frac{A \times B}{260,714}$$

Where:

A = represents the member's basic annual salary payable to him or her on the day that he or she qualifies for a 20 or 30 years long service award.

B = represents the number of annual leave credits that the member chooses to discount, but limited to 10 or 15 working days, respectively.

(8) Types of service recognised

(a) Service includes continuous service for a government department, a state or a state assisted school. In other words the following types of service are recognised for purposes of long service awards:

- Service in the public service as contemplated in section 8 of the Public Service Act, 1994 and in the Employment of Educators Act, 1998 may be acknowledged, as well as the following service on condition that there is no break in service during the transfer/appointment in the public service.
- Continuous service in terms of a former provincial ordinance.
- Continuous service rendered in terms of the-
 - Precious Stone Act, 1964 (Act 73 of 1964)
 - National Water Act, 1998 (Act 36 of 1998); and
 - Abolition of Racially Based Land Measures Act, 1991 (Act 108 of 1991).
- Continuous service rendered in terms of education acts.
- Continuous service at a statutory institution in those cases where a function and the personnel therewith were transferred from the public service and the same personnel, with the "re-transferring" of such function to the public service is appointed again in the public service.

(9) **Members employed in terms of the Defence Act, 2002**

Recognition of long service is provided to members as prescribed in terms of the relevant legislation.

5.17 **Commuted overtime**

Commuted overtime is payable to Medical Doctors and Specialists, at the rates and on the conditions determined by the National Department of Health and the SANDF respectively.

6. CASH PAYMENT FOR ADDITIONAL QUALIFICATIONS

6.1 As of January 1, 1999 if –

- (1) a member had entered into studies for an additional or higher qualification; and
- (2) item 14.0 of the Personnel Administrative Standard that applied to him or her on that date provided a cash award for completion of those studies,

the EA will pay the member the cash award when the member complies with the requirements laid down in the relevant Personnel Administrative Standard.

7. CONTRACT WORKERS

The remuneration of a member on a contract with a fixed term will be equal to the remuneration package of an equivalent permanent worker, which derives from -

- 7.1 evaluation of the job in line with the PSR; or
- 7.2 the remuneration package of a similar existing position.

8. PENSION BENEFITS

Members qualify for pension benefits as contained in the Rules of the GEPPF.

9. ADDITIONAL COMPENSATION TO HEADS OF DEPARTMENT (amended w.e.f 1 April 2003)

- 9.1 A non-pensionable Head of Department allowance is payable to a member who is designated as a Head of Department. This monthly allowance is calculated as 10% of the member's annual all-inclusive remuneration package, divided by twelve and is payable for the time that a member is designated as a Head of Department.
- 9.2 For acting in a vacant and funded designated HoD post, as contemplated in Schedules 1, 2 and 3 of the *Public Service Act, 1994*, the HoD allowance is payable **in addition** to the acting allowance referred to in paragraph 10, calculated at 10% of the member's current inclusive flexible remuneration package. The HoD allowance is

payable with effect from the date the member is appointed, in writing, to act in the vacant designated HoD position.

- 9.3 In cases of suspension of the designated HoD, the payment to the HoD allowance must be **terminated** with effect from the date of suspension. The HoD allowance is payable with effect from this date to the member who is appointed, in writing, to act in the designated HoD position.
- 9.4 In cases of any other absences of the designated HoD (e.g. due to vacation, sick, special or study leave), **excluding maternity leave**, the payment of the HoD allowance must be **terminated** with effect from the date of commencement of absence, provided that the period of absence is going to be longer than 30 continuous days. The HoD allowance is payable to a member who is appointed, in writing, to act in the designated HoD position with effect from the date of termination, provided that the period of acting in the designated HoD position is going to be longer than 30 continuous days.
- 9.5 In cases of maternity leave, the payment of the HoD allowance **must not be terminated** for the incumbent of the position. However the HoD allowance is similarly payable to a member who is appointed in writing to act in the designated HoD position with effect from the date of commencement of maternity leave, provided that the period of acting in the designated HoD position is going to be longer than 30 continuous days.
- 9.6 In the circumstances referred to in paragraphs 9.3, 9.4 and 9.5 above, the acting allowance referred to in paragraph 10.1 **is not payable** because the post is not vacant.
- 9.7 If the payment of the HoD allowance to a member who acts in a designated HoD position referred to in paragraph 9.2 commences after the 1st day or terminates before the last day of a month, the daily tariff is calculated by dividing the annual amount by 12 (number of months per year) and then by the number of days for the specific month.
- 9.8 All HoD contracts must be amended to provide for the termination of the HoD allowance for the periods of absence as a result of the circumstances identified in paragraph 9.3 and 9.4. This amendment must be with effect from 1 April 2003.

10. **ACTING ALLOWANCE (implemented as of 1 April 2003)**

- 10.1 A member appointed in writing to act in a higher post, by a person duly authorised, shall be paid an acting allowance, provided that –
- (1) the higher post in which he/she is acting is vacant and funded, and
 - (2) the period of appointment is uninterrupted and longer than 6 (six) weeks.

- 10.2 A maximum of **two** members may receive the acting allowance proportionally if they are appointed to act in a single higher vacant post, provided that –
- (1) the responsibilities attached to the higher vacant post are divided between the two members acting in such a post and expressed in the form of a ratio (i.e 30/70%) before they are appointed to both act in such higher vacant post;
 - (2) the **maximum** (combined) acting allowance to be paid to the two members is the difference between the inclusive flexible remuneration package of the lowest graded member and the commencing inclusive flexible remuneration package of the higher graded vacant post. (This means that the expenditure may not exceed the expenditure if only the lowest graded member would have been appointed to act in the higher graded vacant post.); and
 - (3) the members' individual acting allowances are to be determined proportionally to the above-determined ratio. (This means that if the split in responsibilities between the members is 30/70% the one member will qualify for 30% and the other member 70% of the maximum (combined) acting allowance).
- 10.3 The member must accept the acting appointment in writing before the acting allowance is payable. In the circumstances referred to in paragraphs 9.3, 9.4 and 9.5, the acting allowance referred to in paragraph 10.1 is not payable because the post is not vacant.
- 10.4 The acting allowance is non-pensionable.
- 10.5 The employer will pay the acting allowance on a monthly basis, provided that the first payment takes place in the month following the completion of the period referred to in paragraph 10.1 above, backdated to the date that the member officially began acting in the post.
- 10.6 A member may only act in a higher post for a maximum uninterrupted period of 6 (six) months. The acting allowance may only be paid to an acting member for a maximum of 6 months, after which only permanent appointment will be considered for the relevant vacant and funded higher post unless prior approval is obtained from the relevant Executing Authority for re-appointment of the acting member or appointment of a new member in the said post in an acting capacity.
- 10.7 The fact that a member has been appointed in an acting capacity does not create a right or a legitimate expectation to be appointed when the vacant post is advertised.
- 10.8 The acting allowance referred to in paragraph 10.1 is calculated on the basis of the difference between the current remuneration package of

the member and the commencing remuneration package of the higher post.

- 10.9 A member on an inclusive flexible remuneration package, which includes a personal package, which is higher than the commencing inclusive flexible remuneration package of the higher graded vacant post should receive the difference between his/her current package and the **next higher** remuneration package applicable to the vacant higher post, provided there is a difference.
- 10.10 If the payment of the acting allowance referred to in paragraph 10.1 commences after the 1st day or terminates before the last day of a month, the daily tariff is calculated by dividing the annual amount by 12 (number of months per year) and then by the number of days for the specific month.
- 10.11 The 6-month period referred to in paragraph 10.6 above will run from the date of appointment in terms of this policy.

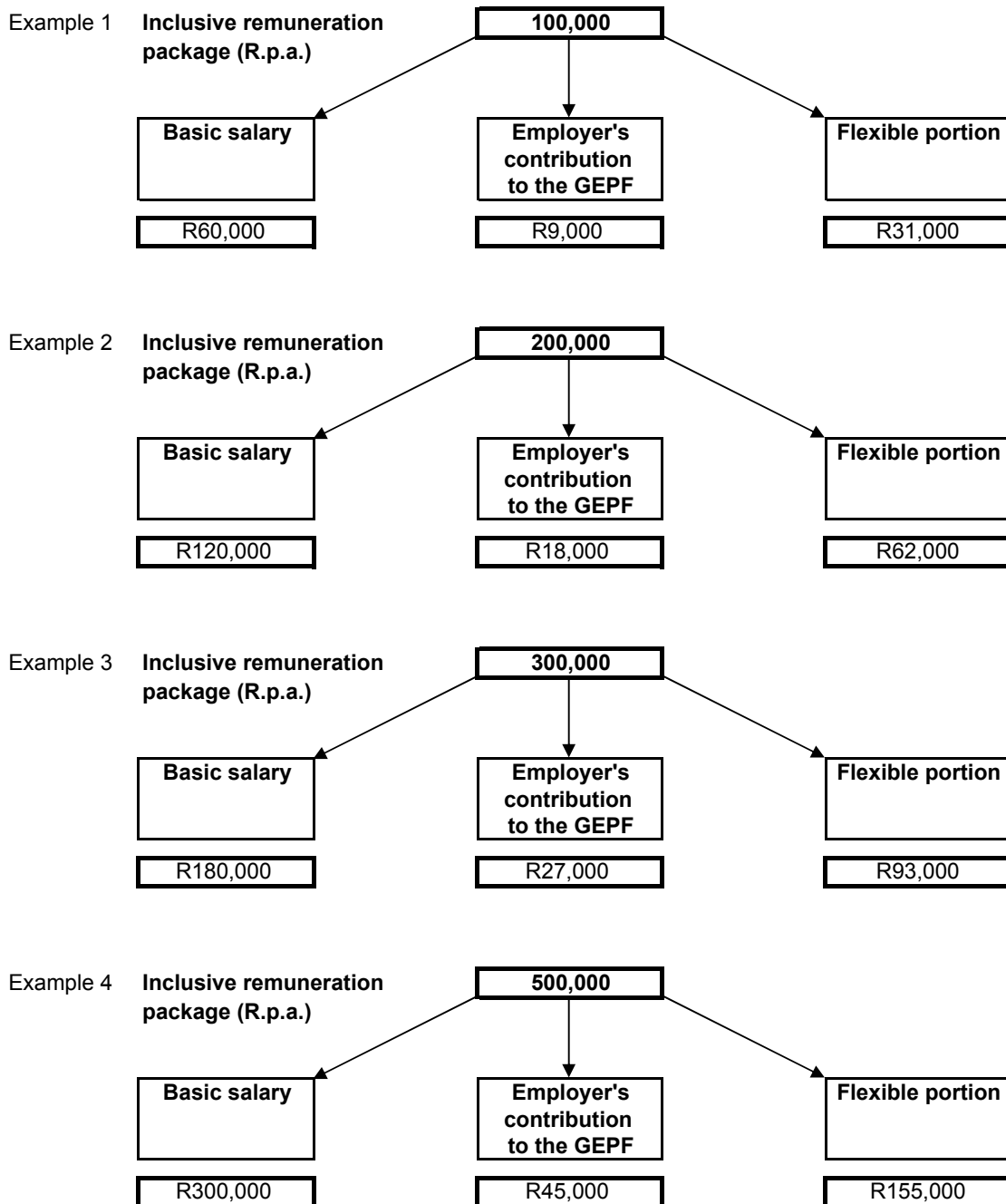
11. **FREQUENT FLYING CREDITS**

Members are allowed to accrue frequent flying credit points granted by airline companies for their personal use.

Annexure C

MEMBER CATEGORY	ANNUAL LEAVE DAYS
	AS WORKING DAYS
(a) Members appointed prior to July 1, 1966	28
(b) Other members:	
• Less than 10 years service.	22
• 10 or more years of service	26

EXAMPLES OF STRUCTURE OF INCLUSIVE PACKAGES



EXAMPLES OF STRUCTURING OF FLEXIBLE PORTION

Example 1	Flexible portion (R.p.a.)	31,000
	Motor Car Allowance	14,000
	13th Cheque	
	Medical assistance	8,000
	Housing Allowance	5,000
	Non-pensionable Cash Allowance	4,000
	Total:	31,000
Example 2	Flexible portion (R.p.a.)	62,000
	Motor Car Allowance	40,000
	13th Cheque	
	Medical assistance	5,000
	Housing Allowance	4,900
	Non-pensionable Cash Allowance	12,100
	Total:	62,000
Example 3	Flexible portion (R.p.a.)	93,000
	Motor Car Allowance	40,000
	13th Cheque	15,000
	Medical assistance	8,000
	Housing Allowance	19,100
	Non-pensionable Cash Allowance	10,900
	Total:	93,000
Example 4	Flexible portion (R.p.a.)	155,000
	Motor Car Allowance	101,000
	13th Cheque	25,000
	Medical assistance	12,000
	Housing Allowance	
	Non-pensionable Cash Allowance	17,000
	Total:	155,000