

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

**1. OBJECTIVES**

1.1. 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 effective from 1 April 2015 will be based on the average projected CPI (5.8%) for the period 1 April 2015 to 31 March 2016.

3.2 The salary adjustment effective from 1 April 2016 will be based on the average projected CPI for the period 1 April 2016 to 31 March 2017.

3.3 The salary adjustment effective from 1 April 2017 will be based on the average projected CPI for the period 1 April 2017 to 31 March 2018.

3.4 The forecasts of National Treasury shall be used to determine the average projected CPI.

3.5 If the actual average for a period is higher than the projected average, the difference shall be added to the adjustment for the following year.

3.6 If the actual average for a period is lower than the projected average, the difference shall be deducted from the adjustment for the following year.

**4. FAMILY RESPONSIBILITY LEAVE**

4.1. Addition of two (2) working days family responsibility leave with effect from 1 January 2015 for parents with children who have severe special needs.

4.2. An application for family responsibility leave should be supported by reasonable proof to demonstrate the severe special needs of the employee's child.

4.3. 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-

4.3.1 Available annual leave; and/or

4.3.2 Up to 184 days of unpaid leave.

## **5. MEDICAL ASSISTANCE**

### **5.1. IN-SERVICE EMPLOYEES**

5.1.1. 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.

5.1.2. 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 contribution, subject to –

5.1.2.1. A monthly subsidy cap of R847-00 per principal member and the first dependant and R517-00 per each additional dependant; and

5.1.2.2. A maximum subsidy of R3,245-00.

5.1.3. The adjustment of the medical subsidy for in-service employees on GEMS shall be implemented for March 2012 to March 2014 based on the aggregate CPI of the respective years effective from January 2015 or date of signature.

### **5.2. FORMER EMPLOYEES**

5.2.1. This clause introduces a new post-retirement medical assistance dispensation for all former employees on GEMS and those on Open Medical Schemes.

5.2.2. The medical assistance for former employees is aligned with the GEMS dispensation on the basis of 75% of total monthly contributions, subject to –

5.2.2.1. A monthly subsidy cap of R847-00 per principal member (M); and

5.2.2.2. A maximum subsidy of R1,694-00 applicable to a principal member plus one dependant (M+1).

5.2.3. The new post-retirement medical assistance dispensation shall be accessible to all former employees on GEMS and those on Open Medical Schemes.

5.2.4. The adjustment of the medical subsidy for all former employees shall be implemented for March 2012 to March 2014 based on the aggregate CPI of the respective years effective from January 2015 or date of signature.

5.2.5. The new post-retirement medical assistance dispensation for all former employees shall be as follows:

5.2.5.1. The new post-retirement medical assistance dispensation shall be limited to a Principal Member plus one dependant (M+1).

5.2.5.2. All employees on salary levels 1-5 who retire on the GEMS Sapphire option shall continue to receive the free (100%) medical subsidy to the maximum of M+1, provided the subsidy amount does not exceed the former employee's and the dependant's total monthly contribution to GEMS.

5.2.5.3. All former employees on salary levels 1-5 who retire on the GEMS Sapphire option without dependants shall continue to 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.

5.2.5.4. All other former employees on GEMS Sapphire option who retired on salary levels 6-10 shall receive medical assistance referred to 5.2.2 above limited to M+1.

5.2.5.5. 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.

### **5.3. FUTURE MEDICAL SUBSIDY ADJUSTMENTS**

5.3.1. The first annual adjustment and alignment of medical subsidy shall come into effect on 1 January 2015 or date of signature.

5.3.2. The future adjustment of medical assistance for in-service employees on GEMS and all former employees on all medical schemes shall be in line with the average CPI of the preceding 12 months ending in October of the current year for implementation in January of the following year.

## **6. DANGER ALLOWANCE**

6.1. The Employer shall review the modality for the payment of danger allowance.

PSCBC RESOLUTION

Date/ Version

**7. PAYMENT OF THE 13<sup>TH</sup> CHEQUE / SERVICE BONUS**

- 7.1. All employees will be required to make a once-off election on the date of payment of the 13<sup>th</sup> cheque / service bonus by 28 February 2015.
- 7.2. The new payment dates will be effected in the 2015/16 financial year.
- 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 13<sup>th</sup> cheque / service bonus.

**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 develop a policy for the Public Service to be tabled at the PSCBC for consultation.

**9. DISPUTE RESOLUTION**

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

**10. IMPLEMENTATION OF AGREEMENT**

- 10.1. 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.
- 10.2. The Council will monitor the implementation of this agreement.

THUS DONE AND SIGNED AT \_\_\_\_\_ OF THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_ 2014.

**ON BEHALF OF THE EMPLOYER**

	Name	Signature
State as Employer		

**ON BEHALF OF TRADE UNION PARTIES**

Trade Union	Name	Signature

PSCBC RESOLUTION

Date/ Version

DENOSA		
HOSPERSA/NUPSAW/N ATU		
NAPTOSA		
NEHAWU		
POPCRU		
PSA		
SADTU		
SAPU		

