

DRAFT RESOLUTION _____ OF 2018

AGREEMENT ON THE SALARY ADJUSTMENTS AND IMPROVEMENTS ON CONDITIONS OF SERVICE IN THE PUBLIC SERVICE FOR THE PERIOD 2018/ 2019; 2019/2020 and 2020/2021

1. OBJECTIVE

To provide for a three-year multi term agreement on the salary adjustment and improvements to conditions of service for employees in the financial years 2018/2019; 2019/2020 and 2020/2021.

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 THREE YEAR MULTI TERM AGREEMENT FOR THE PERIOD 2018/ 2019; 2019/2020 and 2020/2021 ON THE FOLLOWING TERMS

3. SALARY ADJUSTMENTS

3.1 The salary adjustment for the period 1 April 2018 to 31 March 2019, effective from 1 April 2018, for employees on salary levels 1-12 will be as follows;

3.1.1 Level 1 to7; 7%;

3.1.2 Level 8 to10; 6.5%; and

3.1.3 Level 11to12; 6%

3.2 The salary adjustment for the period 1 April 2019 to 31 March 2020, effective from 1 April 2019, for employees on salary levels 1-12 will be as follows;

3.2.1 Level 1 to 7 ; Projected CPI +1.0%

3.2.2 Level 8 to10 ; Projected CPI + 0.5%; and

3.2.3 Level 11 to12; Projected CPI

3.3 The salary adjustment for the period 1 April 2020 to 31 March 2021, effective from 1 April 2020, for employees on salary levels 1-12 will be as follows;

3.3.1 Level 1 to 7 ; Projected CPI +1.0%

3.3.2 Level 8 to 10; Projected CPI + 0.5%; and

3.3.3 Level 11 to12; Projected CPI

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

4. PAY PROGRESSION

4.1. Parties agree to the equalization of pay progression across the public service at 1.5% per annum to employees appointed in the public service in terms of the following legislation;

4.1.1 Employment of Educators Act 76 of 1998 (as amended);

4.1.2 Police Service Act 68 of 1995 (as amended);

4.1.3 Public Service Act 103 of 1994 (as amended); and the

4.1.4 Educators appointed in terms of the Correctional Services Act 111 of 1998 (as amended)

4.2 Parties agree to implement the equalization incrementally for;

4.2.1 Educators employed in terms of the Employment of Educators Act 76 of 1998 (as amended); TVET lecturers employed in terms of the Public Service Act 103 of 1994 (as amended); and the Educators appointed in terms of the Correctional Services Act 111 of 1998 (as amended);

4.2.1.1 Implementation of an across the board adjustment of 0,3% of the equalization with effect from 1 July 2018;

4.2.1.2 Implementation of an across the board adjustment of 0,2% of the equalization with effect from 1 July 2019.

4.2.2 Employees employed in terms of the Police Service Act 68 of 1995 (as amended);

4.2.2.1 Implementation of an across the board adjustment of 0,2% of the equalization with effect from 1 July 2019.

5. LEAVE

5.1 Surrogacy leave

5.1.1 An employee who is a commissioning parent in terms of a surrogate motherhood agreement contemplated in the Children's Act, 2005, is entitled to four consecutive months' paid leave from the date of birth of the child.

5.1.2 If both commissioning parents, are employed in the public service, only one such parent will qualify for the surrogacy leave.

5.1.3 An employee who is a surrogate mother in terms of the Children's Act, 2005 is entitled to six consecutive weeks' leave after the birth of the child.

5.2 Temporary Incapacity Leave

5.2.1 Parties agree that the employer will develop a guiding document on the implementation of the Temporary Incapacity Leave (TIL) and table such in the PSCBC for consultation within 1 month of this agreement enjoying a majority.

5.3 Shop Steward Leave

5.3.1 Leave taken by a shop steward while initially on annual leave, who has to perform union activities during such annual leave, shall be converted to Shop steward leave, upon the receipt of a formal request with supporting documentation from the affected shop steward.

5.4 Family Responsibility Leave

- 5.4.1 Parties agree that the employer will take the responsibility on issuing a directive on the application of the age cap of a child without a disability in the granting of family responsibility leave and to circulate it to all departments for ease of implementation within 1 (one) month of this agreement enjoying a majority.

6 HOUSING

- 6.1 Parties agree to the delinking of the payment of the housing allowance of spouses. Clause 7.1.4(b) of PSCBC Resolution 2 of 2004 will therefore no longer apply to employees to qualify for a housing allowance.
- 6.2 Parties agree to the incremental implementation of the delinking of the housing allowance as follows;
- 6.2.1 Delinking of the housing allowance for spouses of employees on salary level 1-5 with effect from 1 September 2018;
- 6.2.2 Delinking of the housing allowance for spouses of employees on salary level 6-12 with effect from 1 September 2019.
- 6.3 The increase of the housing allowance on an annual basis, is guaranteed as per clause 4.6 of PSCBC Resolution 7 of 2015 with an increase by the average consumer price index (CPI) for the preceding year.
- 6.4 Parties agree that the Employer will take the responsibility of developing a definition of a Permission to Occupy (PTO) and to circulate it to all departments for ease of implementation by the date this agreement enjoys a majority.
- 6.5 Parties agree to amend clause 4.2 of PSCBC Resolution 5 of 2017, *the agreement on the establishment of an advisory body for the government employees housing scheme* by adding the following clause;
- Clause- 4.2.8 to prioritise a funding model specifically addressing the needs of those employees employed on salary levels 1-5.

7 COMPREHENSIVE DANGER INSURANCE

The PSCBC will ensure research is conducted on a comprehensive danger insurance within 6 (six) months from this agreement enjoying a majority.

8 OUTSTANDING MATTERS

8.1 Parties agree that the following matters be referred back to Council for a secondary process of review that must be completed within 3 (three) months from this agreement enjoying a majority.

8.1.1 Resolution 3 of 2009; and

8.1.2 Resolution 4 of 2015 clause 4.1.4;

8.1.3 Resolution 5 of 2015 clause 3.

8.2 Moratorium on the Filling of Vacant Posts

8.2.1 The employer confirms that there is no public service wide moratorium on the filling of funded vacant posts;

8.2.2 The employer shall provide labour with detailed statistical information on the filling of vacant posts from 1 July 2017 to 30 April 2018.

8.2.3 Parties agree to amend clause 14.1.4 of PSCBC Resolution 1 of 2007 by submitting reports to Council on a quarterly basis. The reports must include the number of funded vacancies, number of vacancies advertised, number of vacancies filled, the number of unfilled vacancies and the reasons for non-filling.

8.2.4 The employer shall submit a report on the comparative head count of employees employed by the State as at 1 July 2017 and the 31st March 2018.

9 REVIEW OF THE GOVERNMENT EMPLOYEES MEDICAL SCHEME

9.1 Parties agree to amend clause 4.3 of PSCBC Resolution 4 of 2017, *agreement on the review of the government employees medical scheme (GEMS)*, by adding the following clause;

Clause-4.3.8 to develop a benefit product specifically for members earning on salary levels 1-5 that will enhance medical cover on an ongoing and accessible basis.

10 DISPUTE RESOLUTION

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

11 IMPLEMENTATION OF AGREEMENT

- 11.1 This agreement shall come into effect on the date it enjoys majority support and shall remain in force unless terminated or amended by agreement in writing;
- 11.2 In the interpretation and application of this agreement, words used in the agreement and defined within the constitution of Council will have the meaning as defined in the constitution;
- 11.3 In the event of any conflict between a provision of this agreement and a provision of any other agreement of the Council, the provision of this agreement, takes precedence; and
- 11.4 The Council will monitor the implementation of this agreement.

THUS DONE AND SIGNED AT CENTURION ON THIS _____ DAY OF MAY 2018.

ON BEHALF OF THE EMPLOYER;

	Name	Signature	Date
State as Employer			

ON BEHALF OF TRADE UNION PARTIES;

Trade Union	Name	Signature	Date
DENOSA			
HOSPERSA/NUPSAW/NATU			
NAPTOSA			
NEHAWU			
POPCRU			
PSA			
SADTU			
SAPU			