



<p>NUUSBRIEF 27 NEWSLETTER 02/06/2015</p>	
<p>ALGEMENE SALARISAANPASSING</p> <p>ONTSTELLEND NUUS</p> <p>AANPASSING VAN 7% NA 6.4%</p>	<p>GENERAL SALARY ADJUSTMENT</p> <p>DISTURBING NEWS</p> <p>ADJUSTMENT FROM 7% TO 6.4%</p>
<p>Die SAOU en ander vakbonde in die SKBR het oor die naweek die ontstellende nuus verneem dat die algemene salaris-aanpassing wat miv 1 April 2015 betaalbaar is, aangepas word vanaf 7% tot 6.4%. Die DPSA het aangedui dat die werklike inflasie (VPI) (5.6%) vir die tydperk 1 April 2014 tot 31 Maart 2015 laer was as die geprojekteerde VPI, nl 6.2%.</p> <p>Die DPSA se argument is dat hulle geregtig is om SKBR Resolusie 1 van 2012 toe te pas. Die resolusie bepaal soos volg:</p> <ul style="list-style-type: none"> • "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. • If the actual average for the period is lower than the projected average, the difference shall be deducted from the adjustment for the following year". <p>Die DPSA se standpunt is daarom dat die verskil afgetrek moet word van die 2015 algemene aanpassing, dws die aanpassing moet met 0.6% verminder word, nl 7% min 0.6% = 6.4%.</p> <p>Hierdie bepaling is verlede jaar toegepas op 31 Maart 2014 toe bepaal is dat die werklike VPI vir die tydperk 1 April 2013 tot 31 Maart 2014 0.2% hoër was as die geprojekteerde VPI (5.6%). Daar was dus 0.2% bygevoeg by die geprojekteerde VPI vir 2014/15. Die algemene aanpassing vir 2014 was dus geprojekteerde VPI (6.2%) + 1% + 0.2% = 7.4%.</p> <p>Die SAOU en ander vakbonde het die afgelope twee dae dringende vergaderings met mekaar en ook die Staat as werkgewer gehad om hierdie aangeleentheid onder die loep te neem. Die SAOU weier om hierdie vermindering net te aanvaar en onderneem om alle moontlike opsies te ondersoek ten einde die belange van lede te dien. Die volgende aspekte moet na die SAOU se oordeel verreken word:</p> <ul style="list-style-type: none"> • Dat SKBR Resolusie 1 van 2012 ten einde geloop het op 31 Maart 2015 en daarom dat die verminderingklousule nie sonder meer toegepas kan word nie. • Die Staat as werkgewer moes van hulle beoogde toepassing van die verminderingklousule bewus gewees 	<p>During the past weekend the SAOU and other unions in the PSCBC learnt the disturbing news that the general salary adjustment effective from 1 April 2015 will be adjusted from 7% to 6.4%. The DPSA stated that the actual CPI for the period 1 April 2014 to 31 March 2015 was lower than the projected CPI for the period, i.e. 5.6% vs 6.2%.</p> <p>The DPSA's argument is that they are entitled to apply the terms of PSCBC Resolution 1 of 2012. PSCBC Resolution 1 of 2012 determines as follows:</p> <ul style="list-style-type: none"> • "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. • If the actual average for the period is lower than the projected average, the difference shall be deducted from the adjustment for the following year". <p>The DPSA contends that they are therefore entitled to reduce the general salary adjustment for 2015 with 0.6%, i.e. 7% minus 0.6% = 6.4%.</p> <p>This clause was applied on 31 March 2014, i.e. it was determined that the actual CPI for the period 1 April 2013 to 31 March 2014 was 0.2% higher than the projected CPI (5.6%). Thus, 0.2% was added to the projected CPI for 2014/15. The general salary adjustment for 2014 thus was projected CPI (6.2%) + 1% + 0.2% = 7.4%.</p> <p>The SAOU and other unions held urgent meetings during the past two days with each other, as well as the State as employer to deliberate this development. The SAOU refuses to just accept the application of the reduction clause and undertakes to investigate all possible options to ensure that members will not be disadvantaged. The contention of the SAOU is that the following matters must be considered:</p> <ul style="list-style-type: none"> • That PSCBC Resolution 1 of 2012 terminated on 31 March 2015 and therefore the reduction clause does not apply. • The State as employer must have been aware of their intention to apply the reduction clause at the time of submitting their final offer to unions. The possible

het ten tye van die finale aanbod aan vakbonde. Daar is pertinent voor ondertekening met hulle geverifieer of die verminderingsklousule toegepas sal word. Die hoof-onderhandelaar het aangedui dat dit nie die geval sal wees nie. Hier is dus blyke van opsetlike wanvoorstelling wat gronde voorsien vir die moontlike kansellering van die ooreenkoms.

- Dat 'n dringende regsopinie van 'n senior regsadviseur bekom moet word om 'n aanduiding te gee van die regte van SAOU-lede betreffende die toepassing van die verminderingsklousule, al dan nie.

SAOU-lede sal volledig op hoogte gehou word van die ontvouende verwickelinge in die verband, en veral nav dringende vergaderings wat vir Dinsdag 2 Junie 2015 beplan word. Lede word egter die versekering gegee dat geen steen onaangeroer sal wees om die bes moontlike bedeling vir hulle te verseker nie.

Ons veg vreesloos vir jou belange !

application of the reduction clause was discussed with them prior to final conclusion. The chief negotiator indicated that it would not be the case. The Union is convinced that a strong case can be made for deliberate misrepresentation and therefore grounds for the possible cancellation of the agreement.

- That an urgent legal opinion from a senior legal counsel must be obtained to shed light on the interpretation and the rights of parties in this regard, and more specifically the application of the reduction clause.

Members will be informed of the unfolding developments, and specifically wrt the urgent meetings that will be held on Tuesday 2 June 2015. Members are assured that everything possible will be done to ensure that their rights are protected.

We fight fearlessly for your rights !