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**GOVERNMENT NOTICE**  
**GOEWERMENTSKENNISGEWING**

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**DEPARTMENT OF JUSTICE AND CONSTITUTIONAL DEVELOPMENT**  
**DEPARTEMENT VAN JUSTISIE EN STAATKUNDIGE ONTWIKKELING**

No. R. 173

14 February 2008

**DETERMINATION OF SALARIES OF DEPUTY DIRECTORS OF PUBLIC PROSECUTIONS, CHIEF PROSECUTORS AND CHIEF SPECIAL INVESTIGATORS UNDER SECTIONS 18(1) AND 19C(1) OF NATIONAL PROSECUTING AUTHORITY ACT, 1998, RESPECTIVELY**

I, **Brigitte Sylvia Mabandla**, Minister for Justice and Constitutional Development, acting under sections 18(1) and 19C(1) of the National Prosecuting Authority Act, 1998 (Act No. 32 of 1998), respectively, and in consultation with the National Director of Public Prosecutions and the Minister for the Public Service and Administration and with the concurrence of the Minister of Finance, hereby determine the revised inclusive flexible remuneration packages of Deputy Directors of Public Prosecutions, Chief Prosecutors and Chief Special Investigators as set out in the Schedule hereto, with effect from 1 January 2008 and subject to the remuneration dispensation set out in Annexure A.



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**MS BS MABANDLA, MP**  
**MINISTER FOR JUSTICE AND**  
**CONSTITUTIONAL DEVELOPMENT**

## ANNEXURE A

### **INCLUSIVE FLEXIBLE REMUNERATION DISPENSATION FOR SENIOR MANAGEMENT SERVICE (SMS) IN THE NATIONAL PROSECUTING AUTHORITY (NPA)**

#### **1. INTRODUCTION**

1.1 Subject to the provisions of the Constitution and the National Prosecuting Authority Act, 1998 (Act No. 32 of 1998) (the NPA Act), this dispensation applies to the following categories of employees appointed in terms of the NPA Act:

- (a) The National Director of Public Prosecutions;
- (b) Deputy National Directors of Public Prosecutions;
- (c) Directors of Public Prosecutions;
- (d) Deputy Directors of Public Prosecutions;
- (e) Chief Prosecutors; and
- (f) Special Investigators in the Directorate of Special Operations who have been appointed to the SMS.

1.2 Only remuneration packages as determined in the President's Minute or Government Notice, as the case may be, may be utilised. **No deviation from the remuneration packages so determined is allowed.**

1.3 A remuneration package for any new appointee 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 a person should be appointed/promoted, and where possible on transfer, with the awarding of the minimum remuneration package. A higher remuneration package may only be utilised in accordance with the prescribed measures.

#### **2. COMPOSITION OF THE INCLUSIVE FLEXIBLE REMUNERATION PACKAGE**

2.1 **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**.

(e) **Non-pensionable cash allowance**

Any remaining amount of the flexible portion.

- 3.2 Members are not obliged to structure for all the above allowances/benefits.
- 3.3 The total amount structured for the above allowances/benefits must equal the amount available in the flexible portion of the package.

**4. MEASURES: STRUCTURING OF THE FLEXIBLE PORTION**

**4.1 Motor car allowance**

- 4.1.1 A member is obliged to maintain a reliable vehicle to be utilised for official journeys (when necessary).
- 4.1.2 A member may purchase or lease a new or reliable pre-owned vehicle.
- 4.1.3 No time frames exist when a vehicle should be replaced.
- 4.1.4 The member must at all times have his or her vehicle (or a substitute) available for official journeys.
- 4.1.5 Heads of Units (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.
- 4.1.6 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, the NPA may apply for a guarantee from the National Treasury in order to secure a loan.
- 4.1.7 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.
- 4.1.8 A member may not participate in the Subsidised Motor Transport Scheme.
- 4.1.9 If a member utilises his or her vehicle to travel for official purposes away from his or her usual place of work, the Chief Executive Officer must reimburse toll fees as well as parking fees in excess of R10 per month. The member is responsible for parking fees (if it is levied) at the place of work.
- 4.1.10 Any journey between a member's home and usual place of work constitutes a private journey.

the last day of service. The pro rata 13<sup>th</sup> Cheque is calculated from the effective date of the revised restructuring to the last day of service.

- (c) In the event of a member's services being terminated after the member's next anniversary month of birth, a pro rata 13<sup>th</sup> Cheque is payable on the last day of service. The pro rata 13<sup>th</sup> Cheque is calculated from the month in which the member received his/her last 13<sup>th</sup> Cheque to the last day of service.

4.2.6 If a member dies while in service, the Chief Executive Officer must pay the 13<sup>th</sup> Cheque (calculated proportionally) directly—

- (a) to a person or persons whom the member designated in writing for this purpose;  
or
- (b) if the member did not designate such a person, to a surviving spouse/life partner;  
or
- (c) if the member has no spouse/life partner, to her or his dependant children; or
- (d) if no dependant child exists, into the member's estate.

### 4.3 Medical assistance

4.3.1 SMS members who are members of registered medical aid schemes **are not obliged** to structure for an employer contribution towards the scheme.

4.3.2 The Chief Executive Officer must pay the total medical aid scheme subscription fee directly (per the pay system) on a monthly basis to a registered medical scheme.

4.3.3 In respect of those SMS members who are members of registered medical aid schemes and **who elect not to structure** for an employer contribution, the total medical aid scheme subscription fee shall be a normal (monthly) salary deduction.

4.3.4 In respect of those SMS members who are members of registered medical aid schemes and **who elect to structure** for an employer contribution, the subscription fee shall be composed as follows:

#### **Employer contribution**

Any amount, to a maximum of the following caps - depending on their membership profile - in the form of an employer contribution.

- (ii) paragraph 1.1(d), (e) and (f) *supra*, on decision by the Minister for Justice and Constitutional Development

## 6. 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—

- (a) evaluation of the job in line with the prescribed measures, or
  - (b) the remuneration package of a similar existing position.
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<b>Membership profile</b>	<b>Maximum amount that member may structure as an employer contribution</b>
Member	R6 360 pa (R530 pm)
Member plus 1 dependant	R12 720 pa (R1 060 pm)
Member plus 2 dependants	R16 560 pa (R1 380 pm)
Member plus 3 dependants	R20 400 pa (R1 700 pm)
Member plus 4 dependants	R24 240 pa (R2 020 pm)
Member plus 5 dependants	R28 080 pa (R2 340 pm)
Member plus 6 dependants	R31 920 pa (R2 660 pm)
Member plus 7 dependants	R35 760 pa (R2 980 pm)
Member plus 8 dependants	R39 600 pa (R3 300 pm)
Member plus 9 dependants	R43 440 pa (R3 620 pm)
Member plus 10 dependants	R47 280 pa (R3 940 pm)
Member with more than 10 dependants	An additional R3 840 pa (R320 pm) per each additional dependant

**Member contribution**

- The difference between the total registered medical aid scheme fee and the amount structured as employer contribution.
- The member's own contribution is a normal (monthly) salary deduction.

**5. AMENDMENTS TO THE COMPOSITION OF THE FLEXIBLE PORTION OF THE PACKAGE**

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) In the case of a member referred to in—
  - (i) paragraph 1.1(a), (b) and (c) *supra*, on decision by the President; and

- 4.1.11 As far as possible, a member is obliged to provide free transport of official passengers to the same destination on an official journey.
- 4.1.12 If a member utilises his or her private vehicle to carry out official duties, the Chief Executive Officer must 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.

## 4.2 13<sup>th</sup> Cheque

- 4.2.1 The 13<sup>th</sup> Cheque is an annual payment in the month of birth.
- 4.2.2 The 13<sup>th</sup> Cheque will be paid on the day the member is normally paid his or her salary and allowances.
- 4.2.3 New appointees will receive a pro rata 13<sup>th</sup> Cheque for the period from the date of appointment until the end of the month preceding the anniversary month of birth.
- 4.2.4 If a member **restructures** his/her package **from a position where a 13<sup>th</sup> Cheque HAS BEEN structured to a position where a 13<sup>th</sup> Cheque IS NOT BEING structured**, the following will apply:
- (a) A pro rata 13<sup>th</sup> Cheque will be paid, calculated from the date that the member's last 13<sup>th</sup> Cheque has been paid until the month prior to the effective date of the revised restructuring. This pro rata 13<sup>th</sup> Cheque will be payable in the next anniversary month of birth, based on the basic salary in the month prior to the effective date of the revised restructuring.
  - (b) In the event of a member's services being terminated before he or she reaches his/her next month of birth referred to above, a pro rata 13<sup>th</sup> Cheque is payable on the last day of service. This pro rata 13<sup>th</sup> Cheque is calculated from the last month in which the member received his/her last 13<sup>th</sup> Cheque until the month prior to the effective date of the revised restructuring, based on the basic salary in the month prior to the effective date of the revised restructuring.
- 4.2.5 If a member **restructures** his/her package **from a position where a 13<sup>th</sup> Cheque HAS NOT BEEN structured to a position where the member STRUCTURES a 13<sup>th</sup> Cheque**, the following will apply:
- (a) A pro rata 13<sup>th</sup> Cheque will be payable in the member's next anniversary month of birth, calculated from the effective date of the revised restructuring to the last day of the month preceding the anniversary month of birth.
  - (b) In the event of a member's services being terminated before or during the member's next anniversary month of birth, a pro rata 13<sup>th</sup> Cheque is payable on

- (b) The **basic salary** consists **63%** 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.

**2.2 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. FLEXIBLE PORTION**

**3.1 Members may structure the flexible portion for the following allowances/benefits:**

**(a) Motor car allowance**

To a maximum amount of **25%** of the total package per annum.

**(b) 13<sup>th</sup> Cheque**

**(i) Members who are appointed permanently or on contract and who are admitted to the GEPF:**

A 13<sup>th</sup> 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.

**(ii) Members who are appointed on contract and who are not admitted to the GEPF:**

Such members may not structure for a 13<sup>th</sup> Cheque.

**(c) Medical Assistance**

Option for an employer contribution towards medical aid if the SMS member is a member of a registered medical aid scheme.

**(d) Housing Allowance**

An amount as decided by the member.

**SCHEDULE**

<b>Rank</b>	<b>Inclusive flexible remuneration package on 31 December 2007</b>	<b>Revised inclusive flexible remuneration package on 1 January 2008</b>
Deputy Director of Public Prosecutions and Chief Special Investigator	R554 166	R595 728
	R571 857	R614 745
	R590 346	R634 623
Deputy Director of Public Prosecutions and Chief Prosecutor	R618 732	R665 136
	R644 208	R692 523
	R670 578	R720 870