

EDUCATION LABOUR RELATIONS COUNCIL

Established in terms of the LRA of 1995 as amended



REVISED AS AT 20TH JULY 2017

**DRAFT COLLECTIVE AGREEMENT
XXX**

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**AMENDMENTS TO PARAGRAPH 8.5.3. OF CHAPTER B AND THE
REPEAL OF PARAGRAPH 22 OF CHAPTER J OF THE PERSONNEL
ADMINISTRATIVE MEASURES**

EDUCATION LABOUR RELATIONS COUNCIL

DRAFT COLLECTIVE AGREEMENT NO X OF 2017

AMENDMENTS TO PARAGRAPH (PARAGRAPH B 8.5 In terms of the new PAM) 4.4 OF CHAPTER B AND THE REPEAL OF PARAGRAPH 22 (B8.5.2, B8.5.3 and B8.5.4) OF CHAPTER J OF THE PERSONNEL ADMINISTRATIVE MEASURES

1. PURPOSE OF THIS AGREEMENT

The purpose of this agreement is to amend and repeal respectively measures regarding the reappointment of educators after a break in service contained in Paragraph 4.4 of Chapter B and Chapter J of the Personnel Administrative Measures.

2. SCOPE OF THIS AGREEMENT

This agreement applies to and binds:

2.1 The employer, and

2.2 All the employees of the employer as defined in the Employment of Educators Act, 1998 (as amended) whether such employees are members of trade union parties to this agreement or not.

3. THE PARTIES TO COUNCIL NOTE AS FOLLOWS:

3.1 Education Labour Relations Council Resolution No. 6 of 1996: Residual Issues Emanating from Resolution No 3 of 1996 (Paragraph 6 of Annexure A).

3.2 Education Labour Relations Council Resolution No 7 of 2001: New Leave Measures for Educators and Provision for the Remuneration of Educators who Perform Child Care Duties during Periods of Leave.

3.3 Lack of knowledge fuelled by rumours and a distrust of the pension laws reforms led to a spike in the number of teachers and public servants resigning to access their pensions and immediately thereafter seek to re-enter the profession. This has resulted in instability and threatened the commitment of Provincial Departments of Education (PEDs) to ensure that there is a right teacher, at the right time, in the right class teaching effectively.

4. THE PARTIES TO COUNCIL THEREFORE AGREE AS FOLLOWS:

4.1 To request the Minister of Education to amend paragraph 4.4 (B8.5) of Chapter B and paragraph 22 (B8.5.2, B8.5.3 and B8.5.4) of Chapter J of

the Personnel Administrative Measures in accordance with the attached document (Annexure A).

5. DATE OF IMPLEMENTATION

This agreement shall, in respect of parties and non-parties, come into effect on the date it is signed in Council.

6. DISPUTE RESOLUTION

Any dispute arising from the application or interpretation of this collective agreement shall be referred to this Council for resolution in terms of its dispute resolution procedures.

THUS DONE AND SIGNED AT CENTURION THIS THE DAY OF _____ 2017

ON BEHALF OF THE STATE AS THE EMPLOYER

DEPARTMENT	NAME	SIGNATURE
BASIC EDUCATION		

ON BEHALF OF THE EMPLOYEE PARTIES

TRADE UNION	NAME	SIGNATURE
"SADTU"		
CTU "ATU"		

DETERMINATION OF SALARIES**Current Position in PAM**

Paragraph 4.4 of Chapter B of the *Personnel Administrative Measures* (PAM) must be amended by the substitution of Paragraph 4.4 with the following:

4.4 Educators who are reappointed after a break in service

Note: The applicable salary position to which an educator should be appointed after a break in service, is always determined in terms of the salary position which he/she occupied before the break in service. An equivalent salary position of a person who left the service before 1 July 1996 is determined by adjusting his/her last applicable salary in accordance with all the subsequent adjustment measures up to and including the adjustment measures applicable to the salary adjustment on 1 July 1996. In order to compare the level of a post to which a person is reappointed after 1 July 1996 with the level he/she occupied before a break in service before 1 July 1996, the level of the new post must be compared with the equivalent post level of the previous post in the new post level system.

(a) Educators who are reappointed at the same post level

An educator who has had a break in service and who is reappointed to the same post level, shall be reappointed to the same salary position (or equivalent salary position) that he/she occupied before the break in service: Provided that if the educator has improved his/her REQV during the break in service which has the effect that a new salary band becomes applicable, the appointment shall be to the minimum of the new salary band or the same salary position occupied before, whichever is more beneficial to the educator. If such educator who has improved his/her REQV during his/her break in service is appointed to the same salary position occupied before the break in service, he/she will be entitled to a cash bonus in accordance with the measures in paragraph 4.5(e) hereunder.

(b) Educators who are reappointed at lower post levels

An educator who is reappointed to a lower post level than the one he/she occupied before the break in service, is appointed to the highest applicable salary position which is lower than the salary position (or equivalent salary position) occupied by the educator before the break in service by at least the number of post levels that the new post level is lower than the post level occupied before the break in service: Provided that if the educator has improved

his/her REQV during the break in service which has the effect that a different salary band becomes applicable, the appointment shall be to the minimum of the applicable salary band or to the salary position determined in terms of this paragraph, whichever is more beneficial to the educator. If the appointment is to the same salary position than it would have been, had the educator not improved his/her REQV, the educator will be entitled to a cash bonus as set out in paragraph 4.5(e).

(c) *Educators who are reappointed to a higher post level*

An educator who is appointed to a higher post level than the one he/she occupied before the break in service, is appointed to the lowest applicable salary position which is higher than the salary position (or equivalent salary position) occupied by the educator before the break in service by at least the number of post levels that the new post level is higher than the post level occupied before the break in service: Provided that if the educator has improved his/her REQV during the break in service which has the effect that a different salary band becomes applicable, the appointment shall be to the minimum of the applicable salary band or to the salary position determined in terms of this paragraph, whichever is more beneficial to the educator. If the appointment is to the same salary position than it would have been had the educator not improved his/her REQV, the educator will be entitled to a cash bonus as set out in paragraph 4.5(e).

DBE Proposed Amendment and as rejected by the unions.

Educators who are reappointed after a break in service

An educator who is reappointed after a break in service shall always be reappointed to post level 1 and to the lowest salary notch code of the salary band applicable to his/her REQV irrespective of his or her previous years of experience or rank.

2. Paragraph 22 of Chapter J of the *Personnel Administrative Measures* regarding *Unpaid Leave for Continuity of Service* is repealed.

New Proposed Position

Educators who are reappointed after a break in service

An educator who is appointed after a break in service shall always be appointed to the entry level salary notch code of the salary band of the post to which he/she has been appointed.

E.G: Should a principal P4 educator resign or retire and comes back in service as a Departmental Head, he/she shall be appointed to the minimum (entry) notch of that particular post.

Recognition of previous experience will not be applicable in instances of reappointment after a break in service.