

EDUCATION LABOUR RELATIONS COUNCIL

Established in terms of the LRA of 1995 as amended

FETC BARGAINING UNIT

The GS hereby certifies that this
Collective Agreement was ratified
by Council on this date
2013 -03- 07



elrc

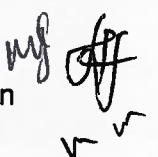
EDUCATION LABOUR
RELATIONS COUNCIL

**COLLECTIVE AGREEMENT
NO. 3 OF 2013**

FURTHER EDUCATION AND TRAINING BARGAINING UNIT

13 FEBRUARY 2013

**ESTABLISHING PARITY BETWEEN CONDITIONS OF SERVICE
(BENEFITS) OF COLLEGE APPOINTED LECTURES IN PUBLIC
FURTHER EDUCATION TRAINING COLLEGES WITH THOSE
EMPLOYED IN THE PUBLIC SERVICE**



1. PURPOSE OF THIS AGREEMENT

The purpose of this agreement is to establish parity in the conditions of service (i.e. benefits) for lecturers employed at Public Further Education and Training Colleges with those in the public service.

2. SCOPE OF THIS AGREEMENT

This agreement applies to and binds:

- 2.1 The Public FET Colleges represented by the FETCEO as the employer;
- 2.2 All lecturers paid by the college councils as defined in the Further Education and Training Act 16 of 2006, whether such employees are members of trade union parties to this agreement or not.
- 2.3 Management staff who are appointed in terms of the provisions as contained in the FETC Act 16 of 2006 are excluded from this agreement.

3. THE PARTIES TO COUNCIL NOTE AS FOLLOWS

- 3.1 Currently some college lecturers are remunerated from college payroll (and not from PERSAL) and in most instances do not receive the same benefits as received by employees of the State.
- 3.2 Lecturers previously employed by the State were transferred to the employ of Public FET Colleges with effect from 1 January 2008 with retention of their existing conditions of service.
- 3.4 In signing the Collective Agreement No. 1 of 2010, parties committed themselves to finalise all matters relating to conditions of service as a 2nd Phase via negotiations in the ELRC FETCBU.

4. THE PARTIES TO COUNCIL THEREFORE AGREE AS FOLLOWS:

- 4.1 The conditions of service (benefits) that are currently applicable to persons employed by the State under the Public Service Act (Act 103 of 1994) shall apply to all lecturers.
- 4.2 A 37% in lieu of benefits shall be paid to lecturers who are employed for (6) six months or less.
- 4.3 All lecturers employed for six months or longer shall receive his/her basic salary plus benefits or his/her basic salary plus 37% in lieu of benefits.

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4.4 No legitimately employed lecturer shall receive benefits that are less favourable than what he/she received on the date of signing this Collective Agreement.

4.5 This is a transitional matter until staff is transferred and thereafter, the resolution will only be applicable to lecturers remaining with the college council.

5. DATE OF IMPLEMENTATION

5.1 The provisions of this agreement shall take effect on the date it is ratified in the ELRC.

6. INTERPRETATION AND APPLICATION

6.1 In the event of any conflict between the provisions of this Agreement and any other Agreement of the Council, the provisions of the Agreement of Council shall take precedence.

6.2 No amendments to this Agreement shall be of force or effect unless reduced to writing and agreed upon by the parties to the Council as a Resolution of Council.

7. DISPUTE RESOLUTION

7.1 Any dispute about the interpretation or application of this agreement shall be resolved in terms of the dispute resolution procedure of the Council.

8. DEFINITIONS

8.1 **Council** - means the Education Labour Relations Bargaining Council

8.2 **Lecturing Staff** - means staff employed to perform a teaching function or office based lecturer.

8.3 **Employer** - means the employer as defined in the FETC Act 3 of 2012 as amended, hereby represented by the FETCEO.

8.4 **Legitimate employed** - means employment duly authorised by the Council or its delegate onto a post on the approved organisational structure of the college.

8.5 **Benefit** means access to housing allowance, pension fund, medical aid subsidy and 13th cheque or calculated as a 37% in lieu of benefits.
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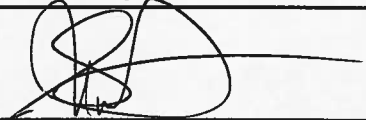
2013 -03- 07





8.6 **Conditions of Service and Benefits-** means access to housing allowance, pension fund, medical aid subsidy and 13th cheque or calculated as a 37% in lieu of benefits plus the leave dispensation applicable in the public service.

THUS DONE AND SIGNED AT CENTURION ON THIS 13TH DAY OF FEBRUARY 2013 BY:

ON BEHALF OF THE PUBLIC FET COLLEGES AS EMPLOYER

EMPLOYERS	NAME	SIGNATURE
FETCEO	MASHUKE MICE	

ON BEHALF OF EMPLOYEE PARTIES

TRADE UNION	NAME	SIGNATURE
CTU-SADTU	MULQWENA MALULEKE	
CTU-ATU	HENRY HENDRICKS	

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