## **ANNEXURE F**

OCCUPATIONAL SPECIFIC DISPENSATION (OSD)

# GUIDELINE FOR FURTHER ENGAGEMENTS AS CONTEMPLATED IN PARAGRAPH 4

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### 1. Time frames for implementation of OSD measures

#### 1.1 Specialist educator stream:

- **1.1.1** Commencement date;
- 1.1.2 The notification date to schools regarding the initial number of post level 1 posts that qualify for upgrading to specialist posts;
- 1.1.3 The respite time for educators in the specialist stream to qualify as full specialists in their relevant teaching phase, subject or learning area in terms of the particular REQV.

#### 1.2 **Education Management Services:**

- **1.2.1** Time frame for formal implementation;
- 1.2.2 Date for finalisation of Performance Agreements;
- **1.2.3** Date of implementation of salary and accelerated salary progression.

#### 1.3 OSD for Office based educators

- 1.3.1 Time frame for implementation of salary and accelerated progression;
- **1.3.2** Date for finalisation of Performance Agreements;

#### 1.4 Salary Progression and Accelerated Progression

- 1.4.1 The possible amendment of the collective agreements dealing with IQMS/ PMDS to provide for the amendments required as a result of the implementation of OSD.
- **1.4.2** The 1<sup>st</sup> two-yearly pay assessment cycle;
- **1.4.3** Date of implementation for salary and accelerated progression;
- 1.4.4 The 1st two-yearly pay progression cycle for employees who are members of the Education Management Service (EMS) office-based and school-based: July &

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### 2. Matters referred to further processes for negotiation:

#### 2.1 Specialist educator stream

- **2.1.1** The processes for filling such posts in the following manner, i.e.
  - 2.1.1.1 From a school's own staff, i.e. upgrading; and
  - **2.1.1.2** Advertising the post;
- 2.1.2 Experience and qualification requirements for appointment;
- **2.1.3** Granting of study leave;
- 2.1.4 The provision of bursaries;
- 2.1.5 Methodology for maintaining Senior Teachers and Master Teachers;

### 2.2 EMS (School Based)

- 2.2.1 Content of Performance Agreement;
- 2.2.2 Experience and qualification requirements for appointment;
- **2.2.3** Report by Task Team within 30 days of signature date regarding issues which affect EMS:
- 2.2.4 Nature of flexible remuneration package, including maximum employer medical aid subsidy in the light of the fact that in terms of PSCBC Resolution 1 of 2007 the maximum subsidy is R24,240 pa (R2,020 pm) and in the light of the most recent tax amendments;
- **2.2.5** Nature and brief of Annual Conference:

#### 2.3 EMS (Office Based)

- 2.3.1 Content of Performance Contract;
- 2.3.2 Report by Task Team within 30 days of signature date regarding issues which affect EMS;
- 2.3.3 Nature of flexible remuneration package, including maximum employer medical aid subsidy in the light of the fact that in terms of PSCBC Resolution 1 of 2007 the maximum subsidy is R24,240 pa (R2,020 pm) and in the light of the most recent tax amendments;

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2.3.4 Nature and brief of Annual Conference;

### 2.4 Salary Progression and Accelerated Progression

- 2.4.1 The possible amendment of the collective agreements dealing with IQMS/ PMDS and any other collective agreement of the council to provide for the amendments required as a result of the implementation of OSD, including the extent to which learner performance may be an integral part of a range of determinants, with due regard being had to the socio-economic environment of the institutions;
- 2.4.2 The provision of salary progression and accelerated progression for educators who do not consistently perform as "satisfactory", "good" and/or "exceptional".

## 2.5 Salary Structure and Translations:

- **2.5.1** The further refinement of the salary structure in the light of the findings of the envisaged urgent study tour(s).
- 2.5.2 The identification and correction of anomalies emanating from the proposed translation table regarding school based as well as office based educators.

## 2.6 Up-skilling of Employees/ Improvement of Qualifications

- **2.6.1** Position and status of M+2 or below educators;
- **2.6.2** Position of M+3 educators;
- 2.6.3 Respite period allowed to educators to upgrade their qualifications to M+4;
- **2.6.4** Principles pertaining to Recognition of Prior Learning (RPL) to achieve M+4:
- 2.6.5 Employer initiatives for the up skilling of the categories of educators stated here above and provision of a detailed plan to reflect the following:
  - **2.6.5.1** Preference to be given to M+1 and M+2 teachers;

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- **2.6.5.2** Followed by M+3 teachers;
- **2.6.5.3** Followed by teachers in the Specialist Stream;
- 2.6.5.4 Finalisation by 31 December 2012

#### 2.6.6 Establishment of a Task Team to deal with the following:

- **2.6.6.1** The upgrading of qualifications of educators to M+4;
- **2.6.6.2** The RPL of educators to M+4 and/or M+3 for both pay and/or qualification purposes;
- 2.6.6.3 The prioritisation of the funding of educators for the proposed qualification improvement to M+4. The principle of preference for educators in poorer schools shall apply starting from quintile 1 and giving preference to M+1 and M+2 teachers, followed by M+3 teachers, followed by teachers in the Specialist Stream.

#### 2.6.7 Appointment, Promotion and Competency Requirements:

- **2.6.7.1** The amendment of the PAM regarding:
  - a) The appointment and promotion requirements for each category as required by the employer and SACE;
  - b) The competency requirements (generic, functional and experiential) per post level to provide for appropriate salary recognition and accelerated progression;

# 2.6.8 Recognition of experience from outside the public education system

2.6.8.1 The amendment of the PAM regarding the recognition of experience and other service rendering from outside the public education sector.

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#### 2.7. Issues emanating from the application of this collective agreement

2.7.1 In circumstances where the application of this collective agreement reduces the financial benefit of educators; the impact of such must be investigated by the parties to the ELRC, via the establishment of a task team; to remedy the defect as per clause 4.1.1.3 of this agreement.

#### 2.8 Definitions

- 2.8.1 The processes contemplated in paragraph 4 of this agreement will address the definitions of terminology used in this agreement that could result in different interpretation.
- 2.8.2 Amongst others, but not limited to, the following terms have been identified to form part of such envisaged comprehensive list of definitions, e.g.: job level, level, salary band, post level, upgrading of post, promotion, progression, etc.

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