

EDUCATION LABOUR RELATIONS COUNCIL
Established in terms of the LRA of 1995 as amended



**COLLECTIVE AGREEMENT
NUMBER 1 OF 2012**

13th JUNE 2012

**APPOINTMENT OF TEMPORARY
EDUCATORS**

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EDUCATION LABOUR RELATIONS COUNCIL
PROVINCIAL CHAMBER OF THE EASTERNSCAPE PROVINCE
COLLECTIVE AGREEMENT NUMBER 1 OF 2012
APPOINTMENT OF TEMPORARY EDUCATORS

1. PURPOSE OF THIS AGREEMENT

The purpose of this agreement is to give effect to the memorandum of agreement hereinafter referred to as "MoA" entered into between the Eastern Cape Provincial Government ("the Government") and the Congress of South African Trade Unions ("COSATU") on 8 February 2012; insofar as it is applicable to the Parties to the ELRC in the Eastern Cape.

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 WHEREAS the above-mentioned parties agreed to engage in the said facilitation, in an effort to operationalize and implement the memorandum of agreement (herein after referred to as the MoA) entered into amongst others, between SADTU obo its members and the ECDoE on the 8th February 2012.
- 3.2 WHEREAS the MoA provides for the reinstatement of temporary educators to those who were favoured by court rulings in the ECDoE.
- 3.3 WHEREAS the ECDoE proposed as part of the solution, the transfer of additional educators to where they are most needed.
- 3.4 WHEREAS SADTU proposed the reinstatement of the temporary educators into substantive vacant posts, with the intention of placing the temporary educators permanently in the said posts,

4. THE PARTIES TO CHAMBER THEREFORE AGREE AS FOLLOWS:**4.1 THE APPOINTMENT OF TEMPORARY EDUCATORS THAT ARE COVERED BY THE MOA:**

- (a) The ECDoE is committed to the filling of all substantive vacant posts as per the provisions of the MoA.
- (b) The affected temporary educators must assume duties on the reopening of schools for the third quarter.
- (c) Temporary educators whose services were terminated and who have not been re-appointed to date must report to their respective District Offices by not later than a week from the date of signing of this agreement for registration purposes in order to be appointed in a suitable vacancy.
- (d) Temporary educators will be appointed in available vacant posts in the system.
- (e) The ECDoE will provide the Parties with a list of all appointed temporary educators within a week of all the appointments effected.
- (f) Parties commit themselves to a process of verification of any other category of educators whose services were terminated.
- (g) Upon the finalisation and implementation of the management plan for post provisioning all professionally qualified temporary educators in vacant PL 1 posts may be appointed permanently through section 6B of the Employment of Educators Act, no 76 of 1998 as amended.

4.2 FINALISATION OF POST PROVISIONING MATTERS FOR 2013

4.2.1 The Parties agree that a management plan for post provisioning be developed within a week of the signing of this agreement. The management plan will deal with among other the following principles:

- (a) The identification and transfer of additional educators
- (b) The verification of learner and educator numbers
- (c) The audit of educator skills
- (d) The advertisement and filling of vacant posts

4.2.2 The plan for implementation of the principles above will be subject to ratification by the Parties in the Chamber

5. DATE OF IMPLEMENTATION

5.1 Parties to the Provincial Chamber note the requirements of the ELRC constitution that a provincial Collective Agreement has force and effect only when it is ratified by the ELRC at a national level.

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- 5.2 Parties to the Provincial Chamber agreed they cannot await the ratification process of the ELRC because there is a need to implement the Collective Agreement immediately to ensure the reinstatement of Educators as directed by the courts; the permanent appointment of such educators where applicable and the application of the 2012 Post provisioning norms in the Eastern Cape province, shall not transgress nor tamper with the mandate of the Department to deliver the Constitutional right to basic education and right to fair labour practice.
- 5.3 Parties to the Chamber therefore agreed that, notwithstanding the ratification requirements of the ELRC constitution and for the reasons outlined above, they are bound by this Collective agreement and its implementation whilst awaiting ratification processes.
- 5.4 Parties to the Chamber therefore agree that this agreement shall be implemented on the date on which it is signed.
- 5.5 The provisions of this Collective Agreement shall take effect on the date of signing.

6. INTERPRETATION AND APPLICATION

- 6.1 No amendments to this Collective Agreement shall be of force or effect unless reduced in writing and agreed upon by the parties to the ELRC as a Collective Agreement of the ELRC.

7. DISPUTE RESOLUTION

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

8. SIGNING OF THIS AGREEMENT

Thus done and signed at ¹³..... on this day of June 2012 by:

ON BEHALF OF THE STATE AS EMPLOYER

DEPARTMENT	NAME	SIGNATURE
EDUCATION	<i>[Signature]</i>	<i>Ngwenzo M.L.</i>

ON BEHALF OF THE EMPLOYEE PARTIES

TRADE UNION	NAME	SIGNATURE
CTU "SADTU"	<i>AMEKELELI MASHAYI</i>	<i>[Signature]</i>
CTU "ATU"	<i>P.C. DUMINY</i>	<i>[Signature]</i>

COLLECTIVE AGREEMENT NUMBER 1 OF 2012: APPOINTMENT OF TEMPORARY EDUCATORS

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