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EDUCATION LABOUR  
RELATIONS COUNCIL

**KwaZulu-Natal Chamber**

**COLLECTIVE AGREEMENT No. 2 OF 2014  
FRAMEWORK AND GUIDELINES FOR IMPLEMENTATION OF  
EDUCATOR INCENTIVES IN KZN**

The GS hereby certifies that this  
Collective Agreement was ratified  
by Council on this date

2014 -04- 04

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# FRAMEWORK AND GUIDELINES FOR IMPLEMENTATION OF EDUCATOR INCENTIVES IN KZN

## 1. Purpose of this agreement

The purpose of this agreement is to:

- 1.1 create a framework and procedure for the effective implementation of the Determination on Teacher Incentives for educators within the Department of Education in Kwa-Zulu Natal which takes cognisance of prevailing challenges in the Province which impact on the identification and payment of such incentives; and
- 1.2 regulate the procedure to be used in the identification of posts which are to be incentivized in Kwa-Zulu Natal.

## 2. Scope of this agreement

This agreement applies to and binds:

- 2.1 the Department of Education in KZN as representing the Employer; and
- 2.2 all employees of the Employer as defined in the Employment of Educators Act, No.76 of 1998, as amended, whether or not, such employees are members of the trade union parties to this agreement.

## 3. The parties to the Chamber note as follows:

- 3.1 The applicable Determination Policy for the payment of Incentives to Educators, published as Government Gazette No. 30678. ("the Determination Policy")
- 3.2 The need for a clear and coherent process to be used in conjunction with provisions of the Determination Policy, in the identification of posts which are to receive incentive payments, thus achieving a greater degree of certainty and stability in the process of identification.

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3.3 The periodic ranking of schools in quintiles and of its impact on the criteria used to identify qualifying schools.

3.4 The incremental nature of salary notch which is linked to the payment of incentives.

**4. The parties to the Chamber therefore agree as follows:**

4.1 The Employer will table annually at Chamber, in the month of July, the budget allocated to fund incentive posts for the following school year.

4.2 The Employer shall consult annually on the distribution model of available budget.

4.3 Whenever the Employer advertises posts through normal processes applicable in respect of filling of posts, it shall denote on the advertisement bulletin, posts which had been identified to receive incentives as well as stipulate the pre-conditions applicable thereto.

4.4 Chamber shall establish a Task Team to:

4.4.1 identify 'hard-to-teach schools' and the duration for which posts in these schools will be eligible to receive incentives.

4.4.2 deal with complaints from schools arising from the implementation of the Determination Policy.

4.4.3 conduct *in loco* inspections of schools whenever necessary, for purposes of assisting in the process of identifying schools eligible for the payment of incentives.

4.4.4 prepare and submit recommendations to Chamber that shall amongst others, address the following:

(i) **Anomalies:** different categorization of schools in close proximity to each other.

(ii) **Quintiles:** the impact on the policy arising from inconsistencies in the quintile ranking of schools and programmatic upgrading and down grading thereof.

(iii) **Remoteness:** develop an appropriate and acceptable definition of a remote school and other attendant factors

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(iv) **Subjects:** identify a broad range of scarce skills where there is acute shortage of educators in each school or District based on the relevant curriculum offered.

(v) **Negative impact on recruitment:** Identify other factors that drive educators away from or bar educators from working in certain areas.

**5 Adoption and implementation date**

The provisions of this agreement shall be effective from the date of ratification of this agreement.

**6 Amendment / Variation**


No amendment / variation to this agreement shall be of force or effect unless agreed to, reduced to writing by parties and ratified by Council as a resolution of Chamber.

**7 Dispute resolution procedure**

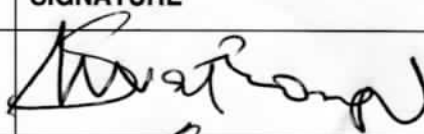
Any dispute about interpretation and/or application of this collective agreement shall be resolved in terms of the dispute resolution procedure of Council.

Thus done and signed in Durban on this 17<sup>th</sup> day of JANUARY 2014

ON BEHALF OF THE DEPARTMENT OF EDUCATION AS THE EMPLOYER

DEPARTMENT	NAME	SIGNATURE
KZN EDUCATION	NKOSINATHI NGCOBO	

ON BEHALF OF EMPLOYEE PARTIES

TRADE UNION	NAME	SIGNATURE
SADTU M.	M-S MATHONEN	
"CTU" ATU	S. T. MCHUNU	