

Resolution

No 2

EDUCATION LABOUR RELATIONS COUNCIL

RESOLUTION 2 OF 1998 : LEVY AGREEMENT

1. THE PARTIES NOTE THAT:

- 1.1 the constitution of the Council provides for the raising of levies from the employer and the employees in order to finance the expenditure of the Council;
- 1.2 the parties to the Council have agreed to a joint and equal contribution by the employer and employees;
- 1.3 the trade union parties to this agreement have as their members the majority of employees employed by the employer in the workplace;
- 1.4 for the purposes of this agreement, the parties agree that the registered scope of the Council constitutes the workplace;

2. THE PARTIES AGREE AS FOLLOWS:

2.1 SCOPE OF AGREEMENT

This agreement applies to and binds:

- 2.1.1 the employer; and
- 2.1.2 all the employees of the employer as defined in the Educators' Employment Act of 1994 (as amended), whether such employees are members of the trade union parties to this agreement or not.

2.2 LEVIES

- 2.2.1 Each employee must pay a levy of R2.00 per month to the Council with effect from 01 June 1998.
- 2.2.2 Every month the employer must deduct each employee's levy from the employee's basic salary. The employer must pay the employees' levies to the Council on or before the 15th day of the month following the month on which the deductions were made.

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- 2.2.3 Each payment referred to in paragraph 2.2.2 must be accompanied by a schedule specifying the date of the deductions and the total amount of deductions in each province.
- 2.2.4 At the same time as paying the monies referred to in paragraph 2.2.2 (i.e. on or before the 15th day of the month), the employer must pay a levy to the Council. The employer's levy is equal to the total amount that should have been collected from all of the employees.

2.3 APPLICATION AND UTILISATION OF COUNCIL FUNDS

- 2.3.1 All levies received by the Council, in terms of paragraph 2.2, must be used and accounted for in accordance with the provisions of the Council's constitution and in terms of an approved financial policy.
- 2.3.2 Besides the normal expenses of the Council, these funds may be used for activities associated with the Council including research and development, training and other activities that enhance the collective bargaining process if:-
- 2.3.2.1 the Executive Committee of the Council has agreed to that expenditure;
 - 2.3.2.2 the expenditure is financially possible; and
 - 2.3.2.3 in making its decision the Executive Committee ensure that the utilisation of these funds is in proportion to each party's representation in the Council.

2.4 DISTRIBUTION OF FUNDS COLLECTED PRIOR TO THIS AGREEMENT

- 2.4.1 All surplus funds of the Council (excluding monies in the Employer Fund and Employee Fund) as at the 31 May 1998 must be distributed as follows:
- 2.4.1.1 50% to the trade union parties; and
 - 2.4.1.2 50% to the employer party.
- 2.4.2 The monies owing to the trade union parties in terms of paragraph 2.4.1 and which are in the Employee Fund as at the 31 May 1998 are deemed to be monies collected in terms of the Agency Shop agreement to be concluded by the Council. Such monies must be distributed to the trade union parties in accordance with the provisions of that agreement.

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2.4.3 All monies presently in the Employer Fund, together with any monies owing and accrued to this fund as at 31 May 1998 must be paid over and retained in the Employer Fund referred to in Resolution No. 3 of 1994 for use by the employer in respect of research and development, training and employer activities associated with the enhancement of collective bargaining processes and the Council. The employer will be responsible for managing this fund.

2.4.4 The provisions of Resolution No. 3 of 1994 remain in effect for the collection of all levies prior to 31 May 1998. This Resolution (ie Resolution No 2 of 1998) will take effect for the collection of all levies from 01 June 1998.

2.5 DISPUTE RESOLUTION

Any dispute relating to the interpretation or application of this agreement must be resolved in terms of the dispute resolution procedures of the Council.

2.6 DEFINITIONS

In this agreement, unless the context indicates otherwise:

2.6.1 "constitution" means the constitution of the Education Labour Relations Council;

2.6.2 "Council" means the Education Labour Relations Council;

2.6.3 "employee" means an educator as defined in the Educators' Employment Act, 1994, as amended;

2.6.4 "employer" means the employer as defined in the Educators' Employment Act, 1994, as amended;

2.6.5 "Labour Relations Act" means the Labour Relations Act No. 66 of 1995, as amended;

2.6.6 "surplus funds" means those funds not utilized by the Council and not committed in terms of prior contracts and/or obligations; and

2.6.7 "workplace" means the registered scope of the Council.

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ON BEHALF OF THE EMPLOYER:

<u>DEPARTMENT</u>	<u>NAME</u>	<u>SIGNATURE</u>
EASTERN CAPE	E.M. KHUMALO	
KZN DEC	S. NTHU	
Mpumalanga	A.W. Kutumela	
FREE STATE EDUC.	M.W. SEOKO	
NPPE	S.M. MAMABE	
DOL	D. HANDE	

ON BEHALF OF THE EMPLOYEE PARTIES:

<u>TRADE UNION</u>	<u>NAME</u>	<u>SIGNATURE</u>
SADOU	JR. PIETERSE	
NAPTOSA FOR APER, NUC, NATU, SAUSE, CATU, CIPA, TUATA, NOWETU, OFSTA & OFSATA	H. HENDRICKS	
SADTU	T.W. NKISI	
NWEA	A.M. Molele	
GDE	C. BOWEN	