

**PROVINCIAL EDUCATION LABOUR RELATIONS COUNCIL
PROVINCE OF THE EASTERN CAPE**

**RECORD OF UNDERSTANDING
BETWEEN
THE DEPARTMENT OF EDUCATION, EASTERN CAPE
AND
THE PARTIES REPRESENTING LABOUR IN THE PELRC**

1. PURPOSE OF THIS RECORD OF UNDERSTANDING

The purpose of this agreement is to facilitate the delivery of quality education in the Eastern Cape by ensuring the provision of educators at education institutions within the province.

2. SCOPE OF THIS RECORD

This agreement binds:

- (a) The employer;
- (b) The employees of the employer who are members of the trade union parties to this agreement; and
- (c) The employees of the employer who are not members of any trade union parties to this agreement, but who fall within the registered scope of Council.

3. THE PARTIES TO THIS RECORD NOTE AS FOLLOWS:

- 3.1 That the services of temporary educators employed on open-ended contracts were terminated during December 2002 and January 2003 and that this practice is currently re-occurring;
- 3.2 The practice of not budgeting for the filling of substantive posts that were vacant at the time of the normal PERSAL run in November 2002.
- 3.3 The fact that Treasury has always been cited as a stumbling block to the Department of Education's commitment to the filling of vacant, substantive posts referred to in 3.2.
- 3.4 That there is a pressing demand to review the budget allocation in relation to provisioning for substitute posts in the districts;
- 3.5 The parties to the Chamber agreed to the issuing of quarterly bulletins, but this was not honored by the Employer
- 3.6 Permission to fill vacant, substantive posts in a temporary capacity is frequently refused;
- 3.7 There appears to be a significant discrepancy between data captured by PERSAL and by EMIS regarding educator posts in the Eastern Cape;

MMM J. ... M.S.N. M.M.F.

- 3.8 Post establishments for education institutions in the year 2004 were distributed during April 2004.
- 3.9 Collective Agreement no. 2 of 2003 provides for the transfer of serving educators in terms of operational requirements.

THE PARTIES TO THIS RECORD OF UNDERSTANDING THEREFORE AGREE AS FOLLOWS:

- 4.1 That the following processes will be completed within 60 days of the signing of this agreement:
- (a) The re-instatement, with full benefits, of all temporary educators whose open-ended temporary contracts were terminated during December 2002 and January 2003 without the posts they had occupied being filled on a permanent basis.
 - (b) The department provides data in respect of all posts which were no longer budgeted for as a result of their being vacant at the time of the normal Persal run of November 2002 specifically:
 - (i) The names of the schools so affected and the number of posts in each school
 - (ii) The phases/ learning areas/ subjects taught by the previous incumbent.
 - (iii) What provision has been made at each school for the teaching of this phase/ learning area/ subject.
 - (c) The outcome of 4.1(b) will be effected in the post - provisioning process for 2005.
 - (d) A PELRC task team will be established to oversee the reconciliation of data held on Persal and by EMIS. A full report regarding this shall be provided to the Unions that are parties in the PELRC.
 - (e) A special Chamber meeting should be convened within seven (7) days of completion of the process to discuss the implementation of the outcome.
- 4.2 Filling of vacancies on a temporary basis.

With effect from the date of signing of this Collective Agreement, it should be standard policy throughout all districts that temporary appointments shall be made in every substantive post that falls vacant, only when no suitable additional educator within the system is available.

The filling of such posts must be within the number of posts declared by the MEC for Education.

Such appointment is to be sustained until such time that the post is filled on a permanent basis following advertisement in a bulletin or vacancy list.

M.M.M. Puzell M.S.N. M.M.M.

- 4.3 The Department must provide Labour with the number of Educators on leave or those who applied for leave (Sick and maternity) to inform the decision on the provisioning of substitutes for 2005/06 financial year.
- 4.4 Re-iterate the Chamber position that bulletins be issued quarterly.
- 4.5 The Chamber must receive monthly Peral reports on the number of permanent educators employed.

5. DATE OF IMPLEMENTATION

This agreement shall come into effect on the date of signature.

Thus done and signed at Bsiko

on 17 MAY 2004

ON BEHALF OF THE STATE AS EMPLOYER:

DEPARTMENT	NAME	SIGNATURE
EDUCATION	R. PRETORIUS	<i>[Signature]</i>

ON BEHALF OF THE EMPLOYEE PARTIES:

TRADE UNION	NAME	SIGNATURE
<input type="radio"/> NAPTOSA	M. S. NOKESI	<i>[Signature]</i>
<input type="radio"/> NATU	MM MBEWANA	<i>[Signature]</i>
<input type="radio"/> EADTU	M. Dima	<i>[Signature]</i>
<input type="radio"/> SAOU	B van der Walt	<i>[Signature]</i>

MMM Jedw. M.S.N. MMJ