

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

2017 -10- 18



## **EDUCATION LABOUR RELATIONS COUNCIL**

### **KWAZULU-NATAL CHAMBER**

#### **COLLECTIVE AGREEMENT 01 OF 2017**

##### **PROCEDURE FOR THE STAFFING OF ALL SCHOOLS UNDER THE CONTROL OF THE KWAZULU-NATAL EDUCATION DEPARTMENT IN THREE YEARS CYCLES**

###### **1. PURPOSE OF THIS AGREEMENT**

The purpose of this provincial agreement is to establish a procedure for the staffing of all schools under the control of the KwaZulu-Natal Department of Education within the framework of ELRC Collective Agreement 4 of 2016 to ensure stability in the staffing of schools within the province of KwaZulu - Natal.

###### **2. SCOPE OF THIS AGREEMENT**

This agreement applies to and binds:

- 2.1 The employer as represented by the KwaZulu-Natal Department of Education;
- 2.2 All educators of the employer as defined in the Employment of Educators Act, No 76 of 1998 (as amended) whether such educators are members of the trade union parties or not; and,
- 2.3 All trade unions who are Parties to the KZN Chamber of the Education Labour Relations Council

### 3. PARTIES NOTE THE FOLLOWING:

- 3.1 The annual determination of the educator post establishment by the MEC for Education in accordance with the provisions of Regulation 1 of the Schedule contained in Government Notice 1676 of 1998, as amended;
- 3.2 The ever-increasing budgetary constraints imposed on the employer as a State entity;
- 3.3 The established trend over time which indicates that the number of educators who are declared additional to their post establishment annually is in excess of three thousand.
- 3.4 The instability caused to the schooling environment by the annual redeployment of educators who have been declared additional to the establishment.
- 3.5 The need to stabilise the staff establishment of schools and in general, the school's workforce.
- 3.6 The need to ensure certainty in planning,
- 3.7 The rights of the learner to quality education, and
- 3.8 The principle that no class shall be without a teacher.

#### 4. PARTIES TO CHAMBER THEREFORE AGREE THAT:

- 4.1 The post establishment of each school shall remain constant for the period of each three year cycle and no movement of staff shall take place unless there are significant changes in enrolment due to large scale learner migration or unless authority is granted for the permanent closure of any school. In this regard, and in line with Annexure A of this agreement, criteria shall be developed by the Parties to the KZN Provincial Chamber of the ELRC.
- 4.2 The number of educator posts distributed to each public school under the control of the KwaZulu-Natal Department of Education as determined in 2017, shall be fixed for the ensuing three years.
- 4.3 Every 4<sup>th</sup> year, shall form the baseline for a new 3 year cycle following immediately after the expiry of the previous three year cycle. The post establishment of schools shall be revised and all educators declared additional to the establishment in that year shall be subject to redeployment / transfer.
- 4.4 The exercise of determining educators in addition to the post establishment based on the operational requirements at schools, shall be conducted in line with Collective Agreement 4 of 2016 and may be conducted annually during the three year cycle at the discretion of the employer. The purpose of the annual declaration of educators additional to the post establishment shall primarily be to establish staffing trends and the grading of schools.
- 4.5 The principals of the schools in which educators have been identified additional to the post establishment shall ensure that the services of these educators are fully utilised.

- 4.6 The retention of educators identified as additional to the post establishment will not affect the grading of institutions.
- 4.7 Notwithstanding clause 4.1 above all educators declared additional to the establishment in any year within the three year cycle, shall have the right to be considered for transfer to appropriate vacant posts, provided they meet the curriculum requirements of that school where the vacancy exists. Such transfers shall be dealt with in terms of provisions set out in the Annexure A of this agreement.
- 4.8 During the three year cycle contemplated in clause 4.1 above, the Principal of the school is expected to ensure that the learner enrolment remains manageable within the scope of the 2017 post establishment as well as the curriculum offerings of the school.
- 4.9 Notwithstanding the operation of this agreement, the employer shall, for the duration of this agreement and, in line with Collective Agreement 4 of 2016, continue to match and place all educators declared additional to the post establishment and who remain unplaced as at December 2017.
- 4.10 Provisions of clause 4.9 above shall apply mutatis mutandis in any year regarded as a base year i.e. every 4th year.


## **5 DATE OF IMPLEMENTATION**

This agreement will be effective from the date it is ratified by the ELRC in accordance with the constitution of the ELRC.

## 6 DISPUTE RESOLUTION


Any dispute arising out of the interpretation and/or application of this agreement shall be referred to the Education Labour Relations Council for resolution in terms of its constitution.

THIS DONE AND SIGNED AT THE KZN PROVINCIAL CHAMBER OF THE ELRC, DAINTREE AVENUE, ASHERVILLE, DURBAN ON: 16<sup>th</sup> OCTOBER 2017 BY:

DEPARTMENT	NAME	SIGNATURE
KWAZULU-NATAL	NKOSINATHI NGCOBO	

ON BEHALF OF THE STATE AS EMPLOYER

AND

TRADE UNION	NAME	SIGNATURE
SADTU	NOMAZASHIYA CALUZA	
CTU "ATU"		

ON BEHALF OF THE ORGANISED LABOUR

## Annexure A

### PROCEDURE DIRECTIVE FOR THE STAFFING OF SCHOOLS

#### 1. INTRODUCTION

- 1.1 The Parties to the Provincial ELRC Chamber have noted that the number of educators declared additional to the post establishments of their schools has historically always been more than 3000.
- 1.2 This situation has a potential of inflating the provincial pool of posts by 3000 or more due to temporary educators being employed in deserving schools while the process of transfer of additional educators is underway. This process in terms Collective Agreement No. 4 of 2016 could take a minimum of 3 months.
- 1.3 As a consequence of the above, and within the framework of the ELRC Collective Agreement 4 of 2016, and, in order to reduce the number of additional educators to the establishment due for transfer, the following strategies will be adopted:

#### 2. STRATEGIC APPROACH

- 2.1 The provisions of section 8(5) of the Employment of Educators Act No. 76 of 1998, which are reiterated in clause B. 6.5.6 of Collective Agreement 4 of 2016, empower the Head of Department to temporarily transfer an educator for a stated period without the recommendation of the School Governing Body.
- 2.2 The Department will effect temporary transfers of educators additional to the establishment for a stated period in order to minimise the number of educators that will be due for transfer.
- 2.3 In order to effect the temporary transfers, educators will be given a list of vacant posts and will be required to choose 10 schools from within their Circuit, 10 from the CMC and an additional 5 from within the District and 5 from outside their District, the total number of schools selected will be 30 or as many posts available that would match their specific profile, whichever is the greater. All attempts will be made to place educators as close as possible to their original schools. An annual circular with a management plan directing the implementation will be issued.
- 2.4 During the period of temporary transfer, the School Governing Body, may recommend permanent absorption of educators transferred to their schools.
- 2.5 Educators who are not recommended by the School Governing Bodies for permanent absorption will remain in the schools where they are transferred, for the stated duration.

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- 2.6 The Department will compile a schedule of such educators together with other educators additional to the post establishment who remain unplaced.
- 2.7 The provisions outlined from B.6.5.3 to B.6.5.9 of Collective Agreement 4 of 2016, where applicable, will be effected to deal with residual unplaced educators contemplated in clause 2.6 above.

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