Collective Agreement 2 of 2007

14 September 2007

MULTI TERM AGREEMENT IN THE STAFFING OF SCHOOLS UNDER THE CONTROL OF THE KWAZULU-NATAL DEPARTMENT OF EDUCATION
1. PURPOSE:

To ensure that the staffing of public schools under the control of the KZN Department of Education, proceeds in a climate of certainty and stability with minimum disruption to the organization and administration of public schools. The staffing of schools will be accomplished within the budgetary constraints of the Medium Term Expenditure Framework (MTEF) in a three year cycle commencing in 2008.

2. SCOPE OF THIS AGREEMENT

This agreement applies to and binds:

2.1 The KwaZulu-Natal Department of Education representing the State as Employer;

2.2 All employees of the employer whether they are signatories to the agreement or not;

2.3 All employee parties that are members of the KZN Chamber of the Education Labour Relations Council

3. PARTIES NOTE THE FOLLOWING:

3.1 The educator post establishment for 2007 as determined 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 distribution of these posts in terms of the final post establishment of 2007 and in accordance with Regulation 2 of the Schedule contained in Government Notice 1676 of 1998, as amended;

3.3 The need to bring stability and certainty to the staffing of schools.

3.4 The need to provide schools with information to ensure proper planning and budgeting in the MTEF period;

3.5 The need to minimize the adverse emotional impact that educators encounter when declared additional to the needs of a school;

3.6 The physical infrastructure of schools in relation to intake of learners;

3.7 The migration of learner population;

3.8 The need for certainty in planning;

3.9 The role of District and Ward Managers in ensuring stability in the staffing of schools and certainty in planning;

3.10 The need to consider the retraining of certain educators to meet the curriculum needs of the school;

collective agreement 2 OF 2007 on multi term
3.11 The principle of no classroom without a teacher;

3.12 The need to bring stability to Grade R to meet the 2010 deadline;

3.13 The need for a graduated (year on year) improvement in terms of the learner: educator ratio;

3.14 The need for increasing the pool of posts allocated for curriculum redress in order to accelerate the process of achieving curriculum equity; and

3.15 The need for further consultation if additional funds are allocated or if funding is reduced.

4. PARTIES TO THE CHAMBER THEREFORE AGREE THAT:

4.1 Posts created for distribution to each of the public schools under the control of this Department in 2007 shall form the basis of the multi-term agreement commencing 2008 and ending 2010;

4.2 The post establishment of each school shall remain constant for the period of the agreement and no movements 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. Criteria in this regard shall be developed by the parties to the KZN provincial chamber of the ELRC.

4.3 No school shall enroll learners beyond the physical capability of the school's infrastructure unless the Head of the Department authorizes that specific circumstances dictate otherwise.

4.4 Each school will provide details of its physical infrastructure and its learner enrolment for 2007. The details of the physical infrastructure and the learner enrolment for 2007 will have to be certified by the principal, the Superintendent of Education Management and Circuit Manager and will form the basis of the post establishment for the ensuing three years.

4.5 Any changes to the physical infrastructure or any significant increases in the learner enrolment requiring further adjustments to the post establishment in any of the ensuing three year cycle will have to be accompanied by properly motivated affidavits and submitted through the line to the Head of Department for approval. The employer will compile a procedure manual in this regard.

4.6 No classroom of learners shall be without an educator.

4.7 The employer will, in consultation with local and provincial authorities, monitor learner migration and provide parties with anticipated trends during the annual consultative process on post establishment and post distribution;

4.8 Based on the educator post establishment as determined by the MEC for Education in accordance with the provisions of Regulation 1 of the collective agreement 2 Of 2007 on multi term
Schedule contained in Government Notice 1676 of 1998, as amended, and having regard to any new posts created on a year on year basis, consultations must take place between the parties to this agreement on the allocation of such posts.

4.9 The employer will make every endeavor to give priority to previously disadvantaged communities with regard to the provision of Grade R.

4.10 Based on the availability of funds, the employer shall, after due consultations with organized labour, make every effort to improve the learner: educator ratio on a year on year basis during the MTEF period which this agreement covers on the following graduated basis:

<table>
<thead>
<tr>
<th>FINANCIAL YEAR</th>
<th>LEARNER EDUCATOR RATIO</th>
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<tbody>
<tr>
<td>2008</td>
<td>1:31</td>
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<tr>
<td>2009</td>
<td>1:30</td>
</tr>
<tr>
<td>2010</td>
<td>1:29</td>
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5. DATE OF IMPLEMENTATION

This agreement shall be effective from the date it is ratified by the ELRC in accordance with the provisions of the Constitution of the ELRC.

6. DISPUTE RESOLUTION

Any dispute arising from this agreement shall be referred to the Education Labour Relations Council for resolution in terms of its constitution.

THUS DONE AND SIGNED AT THE KZN PROVINCIAL CHAMBER OF THE ELRC, 55 CHURCH ROAD, REDHILL, DURBAN ON THE 19TH DAY OF SEPTEMBER 2007 BY:

<table>
<thead>
<tr>
<th>DEPARTMENT</th>
<th>NAME</th>
<th>SIGNATURE</th>
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<tbody>
<tr>
<td>KwaZulu-Natal</td>
<td>Suleiman</td>
<td>MANAGING</td>
</tr>
<tr>
<td>EDUCATION</td>
<td></td>
<td>DIRECTOR</td>
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ON BEHALF OF THE STATE AS EMPLOYER

AND

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<thead>
<tr>
<th>TRADE UNION</th>
<th>NAME</th>
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<tbody>
<tr>
<td>CTU SADTU</td>
<td>S. C. NKOSI</td>
<td></td>
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<tr>
<td>CTU SAOU</td>
<td>Allen Thompson</td>
<td>NATURALIST / SAOU</td>
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