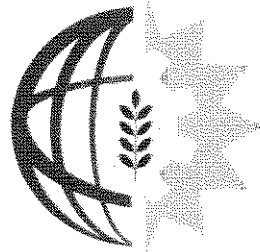


**EDUCATION LABOUR RELATIONS COUNCIL**

*Established in terms of the LRA of 1995 as amended*



**elrc**

EDUCATION LABOUR  
RELATIONS COUNCIL

**COLLECTIVE AGREEMENT  
NUMBER 2 OF 2008**

**3 APRIL 2008**

**SPECIAL TASK TEAM**

## COLLECTIVE AGREEMENT NUMBER 2 OF 2008

### SPECIAL TASK TEAM

#### 1. PURPOSE OF THIS AGREEMENT

The purpose of this agreement is to establish a special task team and determine its terms of reference.

#### 2. SCOPE OF THIS AGREEMENT

This agreement applies to and binds:

- 2.1 The employer, and
- 2.2 All the employees of the employer as defined in the Employment of Educators Act, 1998, whether such employees are members of trade union parties to this agreement or not;

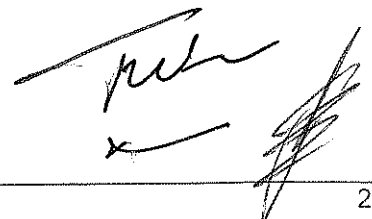
#### 3. THE PARTIES TO COUNCIL NOTE AS FOLLOWS:

That the parties wish to investigate -

- 3.1 Unforeseen consequences emanating from previous collective agreements of Council; and
- 3.2 The possibility that certain provisions of previous collective agreements have not been implemented as agreed to.

#### 4. THEREFORE THE PARTIES TO COUNCIL AGREE AS FOLLOWS:

- 4.1 The parties to Council will:
  - 4.1.1 Appoint a Special Task Team comprising equal representation between employer and employee parties, provided that the number will not exceed 10 persons in total; and
  - 4.1.2 Request the appointment of an external facilitator to formally facilitate the investigative process.



4.2 The purpose of the task team will be:

4.2.1 To investigate, make findings, prepare and submit recommendations to Council in order to address the following issues:

4.2.1.1 Anomalies, i.e. the negative consequences emanating from collective agreements that were never intended at the time of the conclusion of such agreements;

4.2.1.2 Inequities, i.e. the non-recognition of academic qualifications and/or experience that originated prior to 27 April 1994, and which still negatively affects educators as a result of the erroneous implementation of ELRC Agreement No 4 of 1997; and

4.2.1.3 Backlogs, i.e. possible payments and/or the adjustments of salaries due to educators originating from the period 1996 to 2002.

4.2.2 To identify incidences relating to the incorrect and/or non-implementation of previous collective agreements with specific reference to the following ELRC collective agreements, i.e. No 4 of 2003, No 2 of 2005 and No 5 of 2006 and to prepare recommendations to assist the employer in rectifying salaries and addressing other outstanding issues.

4.3 The employer will provide educators, upon written request, with a computer generated salary history print out for the period 1 January 1997 to 31 December 2007, or a shorter period if such educator entered the service after 1 January 1997.

4.4 The task team will follow an investigative process to address the matters referred to, and for this purpose will embark on the following process, i.e. :

4.4.1 The facilitator will act as chairperson of the task team. The facilitator will convene and facilitate discussions;



4.4.2 The task team may co-opt when necessary expert representatives from, inter alia, other state departments or other sources to assist the investigation;

4.4.3 The following timeframes will apply:

4.4.3.1 Salary histories will be provided by 31 May 2008;

4.4.3.2 The task team will complete its work before or on 30 September 2008;

4.4.3.3 Recommendations regarding issues referred to in clause 4.2.1 will be submitted to Council on or before 30 September 2008 for consideration by council and for negotiation where applicable;

4.4.3.4 The implementation of possible corrections as identified by the Task Team in terms of clause 4.2.2 will be effected by the employer before or on 31 October 2008, and the corrections will be effected retrospectively to the effective date;

4.4.3.5 The funds allocated for the OSD, will not be utilised to effect the possible correction of the matters referred to in this paragraph.

## **5. DATE OF IMPLEMENTATION**

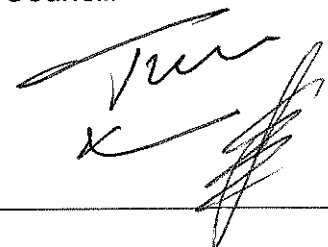
The provisions of this Agreement shall be effective from the signature date.

## **6. INTERPRETATION AND APPLICATION**

No amendments to this Agreement shall be of force or effect unless reduced to writing and agreed upon by the parties to the Council as a Resolution of Council.

## **7. DISPUTE RESOLUTION**


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



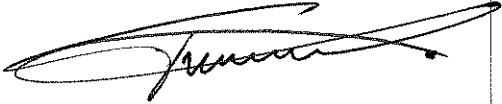
**8. SIGNING OF THIS COLLECTIVE AGREEMENT**

Thus done and signed at CENTURION on this 3<sup>rd</sup> day of APRIL 2008 by:

**ON BEHALF OF THE STATE AS EMPLOYER**

DEPARTMENT	NAME	SIGNATURE
EDUCATION	HON. N. PANDOR D. KIDOLE	

**ON BEHALF OF THE EMPLOYEE PARTIES**

TRADE UNION	NAME	SIGNATURE
CTU "SADTU"	T.W. NXESI	
CTU "SAOU"	E.H. DAVIES J.C. KLOPPER	