

EDUCATION LABOUR RELATIONS COUNCIL
Established in terms of the S (37)(2) of the LRA of 1995 as amended



COLLECTIVE AGREEMENT

No. 2 OF 2005

11 MARCH 2005

SALARY PROGRESSION FOR THE PERIOD
01 JULY 1996 TO 30 JUNE 2002

BP
W.M.M.

EDUCATION LABOUR RELATIONS COUNCIL
COLLECTIVE AGREEMENT NUMBER TWO OF 2005
SALARY PROGRESSION FOR THE PERIOD 01 JULY
1996 TO 30 JUNE 2002

1. PURPOSE OF THE AGREEMENT

The purpose of the agreement is:

- 1.1 To settle the dispute on salary progression for educators, by providing for notch increments and/or a once-off cash bonus to identified educators; and
- 1.2 To commit parties to quality public education and improved productivity and performance within the education sector.

2. SCOPE OF THE 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 (as amended) whether such employees are members of trade union parties to this agreement or not.

3. PARTIES TO COUNCIL NOTE:

- 3.1. Resolution No. 2 of 2004 of the PSCBC, with specific reference to paragraph 6.4 of the agreement.
- 3.2. The need to improve the overall culture of teaching and learning within public schools.
- 3.3. That additional funds were made available by the employer to fund the once-off cash bonus, which shall be recovered from the funds set aside for the improvement of conditions of service of educators for the 2005/06 financial year.

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4. PARTIES TO COUNCIL THEREFORE AGREE:

4.1 Notch Progression

4.1.1 For every period of 24 consecutive months that an educator was in service during the period 01 July 1996 to 30 June 2002, on the same post and salary level in which s/he was on 01 July 2004, s/he shall receive a 1% notch progression, effective from 01 July 2004.

4.1.2 Provided that:

- a. an educator on notch 14 or 15 of a salary level shall only progress to the maximum of that salary level; and
- b. an educator on notch 16 of a salary level shall not receive a notch progression.

4.2 Once-off cash bonus

4.2.1 Where an educator was in service during the period 01 July 1996 to 30 June 2002 and was promoted whether during or after this period, but before 01 July 2004, s/he shall receive a 1% cash bonus for every consecutive 24 months that s/he was in service during this period prior to the date of promotion based on his/her current annual basic salary, calculated for a period of nine months;

4.2.2 Provided that:

an educator referred to at paragraphs 4.1.2(a) and (b) above who qualified for notch progression but was unable to salary progress as a result of reaching the maximum of a salary level, shall receive a once-off cash bonus for the outstanding period. For example:-

- a. if an educator was on salary notch 7.14 and should have qualified for 3 notches, s/he shall receive 2 notches and a 1% once-off cash bonus.
- b. if an educator was on salary notch 6.16 and should have qualified for 3 notches, s/he shall receive a 3% once-off cash bonus.

4.3 Commitments

Parties commit themselves to utilise the remaining funds set aside for the improvement of conditions of service of educators in the following 3 financial years (2005/06 to 2007/08) to:-

- a. improve performance and productivity within the education sector;

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- b. address the recruitment and retention of educators with scarce skills;
- c. develop and implement the comprehensive career pathing system for educators, including addressing any anomalies in the career pathing system.
- d. develop and implement a model on human resource support for educators.

4.4 Implementation

- 4.4.1 The 1% notch progression, as per paragraph 4.1 above, shall be implemented with immediate effect.
- 4.4.2 The once-off cash bonus, as per paragraph 4.2 above, shall be implemented with effect from 01 April 2005.
- 4.4.3 Work on matters identified at paragraph 4.3 shall commence with immediate effect and a comprehensive proposal, with recommendations, shall be tabled for consideration by 30 July 2005.
- 4.4.4 An all party national task team shall be established to monitor the implementation of this Agreement.

4.5 General Provisions

- 4.5.1 In the implementation the following order of adjustment will apply:-
 - a) Firstly, salary and grade progression; and
 - b) Secondly notch increments and cash bonuses as provided for in this agreement.
- 4.5.2 This agreement is a full and final settlement on the lack of salary progression for educators.

4.6 Date of Implementation

This collective agreement shall be implemented on the date of signing of this agreement in Council.

5. DISPUTE RESOLUTION

Any dispute arising from the provisions of this agreement shall be dealt with in terms of agreed upon dispute resolution procedures.

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