

PSCBC RESOLUTION NO 12 OF 2000

FRAMEWORK FOR THE MANAGEMENT OF PERSONNEL IN THE PROCESS OF INCORPORATION OF TEACHER EDUCATION INTO HIGHER EDUCATION

1. Parties to the PSCBC note that:
 - 1.1 Employees in Provincial Education Departments (PEDs) may be affected by the process of incorporation of teacher education into Higher Education Institutions (HEIs).

2. This agreement binds:
 - 2.1 the employer,
 - 2.2 the employees of the employer who are members of the trade union parties to this agreement; and
 - 2.3 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. **SCOPE**
 - 3.1 This framework covers all State employees employed at Colleges of Education who will be affected by the incorporation of teacher education into higher education.
 - 3.2 This agreement excludes unprotected temporary educators appointed after 1st July 1996.

4. Parties to the PSCBC therefore agree to the following framework and procedures to be used in the management of personnel affected by the process of incorporation of teacher education into higher education.

5. RETENTION AND PLACEMENT OF EMPLOYEES EMPLOYED AT COLLEGES OF EDUCATION TO BE INCORPORATED INTO HIGHER EDUCATION

All employees affected by the incorporation of Colleges of Education into Higher Education shall be absorbed by the relevant Provincial Education Department in accordance with the following procedures:

- 5.1 All vacant posts in a province shall be filled in accordance with existing Departmental measures and procedures.
- 5.2 Such procedures may be restricted to serving personnel currently employed in any College of Education, and post level 2 and above educators declared in excess.
- 5.3 Appointments shall be made in terms of the requirements for the post, and normal relocation costs will be borne by the Department concerned.
- 5.4 Employees who were unsuccessful in obtaining a post may be transferred for a specified period to a post for which they qualify.
- 5.5 Subject to due process, including the opportunity for the employee to make representation, an employee who refuses a reasonable offer of absorption or transfer may be discharged with effect from the date of refusal, and such employee shall not qualify for a severance package.
- 5.6 Employees may be absorbed in or transferred to a post at a lower level, but will retain all remuneration benefits pertaining to their former post

level for a reasonable period, during which time the employer and the employee will make all efforts to secure a post at the former post level.

- 5.7 Where no reasonable offer of absorption or transfer can be made, the employee may be offered:
- a) retraining, with the aim of improving their chances of a securing a post; or
 - b) a mutually agreed to severance package (MASP - as per Annexure "B").

6. PERSONNEL TO BE EMPLOYED BY A HIGHER EDUCATION INSTITUTION (HEI)

- 6.1 All new posts created at an HEI in terms of the above shall be advertised in the following order, with each step being contingent upon the need to advertise further:
- a) in a vacancy list, restricted to personnel currently or formerly appointed or seconded by the Department to a College of Education, as well as staff employed by a College Council; and thereafter
 - b) in an open vacancy list.
- 6.2 The processes of selection of suitable candidates by the HEI will be in accordance with normal recruitment practices of the HEI, and interviews shall include representatives of provincial departments and trade union parties as observers, to ensure fair procedures. Observer parties shall not be involved in decision making, or in the asking of questions during the interview, and shall be given at least 7 days notice of the intention by the HEI to conduct interviews, which shall specify the time and place of the interviews.
- 6.3 College employees who agree prior to 30th June 2001 to appointment to an HEI shall be deemed to be suitable candidates for the receipt of a

severance package, and shall be offered a MASP, which will be paid on termination of service with the PED.

6.4 All applications for a MASP shall be considered and processed prior to an approved termination date of the MASP, but the employer may determine a later date of termination of service.

7. SECONDMENT OF EMPLOYEES TO AN HEI

7.1 Where employees are not employed by an HEI, but are required by the HEI in order to complete programme commitments, employees may be seconded by the relevant Department to the HEI in terms of the Transitional Measures in Appendix A.

7.2 The PED shall remain the employer for the period of secondment, and shall pay all salaries and benefits due in terms of the applicable terms and conditions. The HEI will be responsible for day to day management and supervision of the employee.

8. DISPUTE RESOLUTION

Any disputes arising out of this agreement regarding the interpretation or application of the agreement shall be referred to the PSCBC for resolution in accordance with the approved procedures.

9. DATE OF IMPLEMENTATION

The date of signing shall be the date of implementation of this agreement.

10. DURATION OF AGREEMENT

This agreement shall be valid until 31st December 2002.

ANNEXURE A: ADDENDUM TO FRAMEWORK AGREEMENT

TRANSITIONAL MEASURES FOR THE MANAGEMENT OF PERSONNEL IN THE INCORPORATION OF TEACHER EDUCATION INTO HIGHER EDUCATION

Noting

The intention to move teacher education students to HEI's at the beginning of 2001.

and Believing

That in most cases the processes in the Framework Agreement cannot be completed in time;

The parties therefore agree that, as transitional measures:

1. Employees required by the HEI for meeting programme requirements may be seconded by a PED on request of an HEI, on terms and conditions to be determined by the Head of Department. It is accepted that secondment can only be with the consent of the employee, and such consent shall include the terms and conditions of secondment.
2. The following guidelines will inform the terms of secondment:
 - a) the secondment shall be for an initial period of up to one year, depending on the programme requirements of the HEI;
 - b) the secondment may be in a part time or full time capacity;
 - c) during the period of secondment the employee may apply for any advertised vacant post, and if appointed, the post shall be held for the employee until after the period of secondment;

- d) at the end of the period of secondment the employee will be absorbed into a post in the Department, in terms of applicable measures.
 - e) The Head of Department may approve a MASP for an employee who will be seconded to an HEI, with a future termination date based on the period of secondment to the HEI.
3. The trade union parties shall endeavour, in the interests of teacher education, to encourage their members to participate in the secondment option, and the employer will endeavour to ensure that no employee is disadvantaged by doing so.
4. If an employee is recruited by an HEI during the period of secondment, the provisions of the Framework Agreement shall apply.