

RESOLUTION NO ____2____ OF 2013

RATIFICATION OF COLLECTIVE AGREEMENT:

AGREEMENT ON ESTABLISHING PARITY BETWEEN CONDITIONS OF SERVICE OF COLLEGE APPOINTED SUPPORT STAFF IN PUBLIC FURTHER EDUCATION AND TRAINING COLLEGES WITH THOSE EMPLOYED IN THE PUBLIC SERVICE

Noting, the provisions of sub rule 14.5 and sub rule 14.6 of the Governance Rules, requiring Council to consider the ratification of an agreement in terms of sub rule 14.4

Also noting, the provisions of sub rule 14.7 of the Governance Rules on the status of such ratified agreement

Council in the meeting of the 26 February 2013 considered the agreement presented for ratification and agreed by decision of the Council to ratify such agreement.

This agreement therefore becomes an agreement of the Council for purposes of review and dispute resolution as per the provisions of the Governance Rules as from the date of ratification.

The Constitution of Council as per clause 16.13 determines the numbering of this Resolution.

Parties are required to ensure the implementation of the agreement as per clause 4(f) of the main agreement and sub rule 5 of the Governance Rules.

Date: 26 February 2013

Place: Centurion



Sharlaine Oodit
Secretary to Council

All correspondence must be addressed to the General Secretary

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**FURTHER EDUCATION AND TRAINING COLLEGES BARGAINING
UNIT**

COLLECTIVE AGREEMENT NO ____ OF 2012

**ESTABLISHING PARITY BETWEEN CONDITIONS OF SERVICE OF
COLLEGE APPOINTED SUPPORT STAFF IN PUBLIC FURTHER
EDUCATION AND TRAINING COLLEGES WITH THOSE EMPLOYED
IN THE PUBLIC SERVICE**

1. PURPOSE OF THIS AGREEMENT

The purpose of this agreement is to establish parity in the conditions of service (i.e benefits) for support staff employed at Public Further Education and Training Colleges with those in the public service.

2. SCOPE OF THIS AGREEMENT

This agreement applies to and binds:

- 2.1 The Public FET Colleges represented by the FETCEO as the employer;
- 2.2 All the support staff employees of the employer as defined in the Further Education and Training Act 16 of 2006 (As amended), whether such employees are members of trade union parties to this agreement or not.
- 2.3 Management staff who are appointed in terms of the provisions as contained in the FETC Act 16 of 2006 are excluded from this agreement.

S.C.L.
MM




3. THE PARTIES TO COUNCIL NOTE AS FOLLOWS

- 3.1 Currently some college's support staff are remunerated from College payroll (and not from Persal) and in most instances do not receive the same benefits as received by employees of the State.
- 3.2 Support staff previously employed by the State were transferred to the employ of Public FET Colleges with effect from 1 January 2008 with retention of their existing conditions of service.
- 3.3 In signing the Collective Agreement No. 1 of 2010, parties committed themselves to finalise all matters relating to conditions of service as a 2nd Phase via negotiations in the GPSSBC FETCBU.

4. THE PARTIES TO COUNCIL THEREFORE AGREE AS FOLLOWS:

- 4.1 The conditions of service (benefits) that are currently applicable to persons employed by the State under the Public Service Act (Act 103 of 1994) shall apply to all support staff.
- 4.2 A 37% in lieu of benefits shall be paid to support staff who are employed for (6) six months or less.
- 4.3 All support staff employed for six months or longer shall receive his/her basic salary plus benefits or his/her basic salary plus 37% in lieu of benefits and other provision of the PSCBC resolution 1 of 2012.

SCL
mm 

4.4 No legitimately employed Support Staff member shall receive benefits that are less favourable than what he/she received on the date of signing this Collective Agreement.

5. DATE OF IMPLEMENTATION

5.1 The provisions of this agreement shall take effect on the date it is ratified in the GPSSBC.

6. INTERPRETATION AND APPLICATION

6.1 In the event of any conflict between the provisions of this Agreement and any other Agreement of the Council, the provisions of the Agreement of Council shall take precedence.

6.2 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

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

8. DEFINITIONS

8.1 **Council** - means the  ~~Government~~ Public Service Sectoral Bargaining Council.

8.2 **Support Staff** - means staff employed to perform administrative and general work.


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8.3 **Employer** - means the employer as defined in the FETC Act 3 of 2012 (As amended), hereby represented by the FETCEO.

8.4 **Legitimate employed** - means employment duly authorised by the Council or its delegate onto a post on the approved organisational structure of the college.


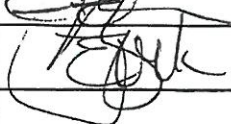
8.5 **Conditions of Service and Benefits** - mean access to housing allowance, pension fund, medical aid subsidy and 13th cheque or calculated as a 37% in lieu of benefits plus the leave dispensation applicable in the public service.

Thus done and signed at Centurion on this 29 day of ~~NOVEMBER~~ 2012 by:

ON BEHALF OF THE PUBLIC FET COLLEGES AS EMPLOYER

FETCEO	NAME	SIGNATURE
CHAIRPERSON	MASULUKE MIKE	

ON BEHALF OF EMPLOYEE PARTIES

TRADE UNION	NAME	SIGNATURE
NEHAWU	S.C. LECHULEN	
PSA	E.J. BOCK	
POPCRU		