

CHAPTER G
TIME OFF AND SECONDMENT

1. INTRODUCTION

The measures contained in this chapter are based on the following principles:

- 1.1 The acknowledgement of labour rights entrenched in the Constitution of the Republic of South Africa, 1996, (Act No. 108 of 1996), the Labour Relations Act, 1995 (Act No. 66 of 1995) (LRA) and the Constitution of the Education Labour Relations Council (ELRC) which seeks to promote labour peace.
- 1.2 That an educator's role in the education process is dynamic and developmental, and therefore requires the active participation of educators at school, provincial and national level.
- 1.3 That the amount of time off and the frequency thereof should at all times be reasonable and fair.
- 1.4 That arrangements for time off should consider:
 - (a) the need for the process of teaching and learning to be uninterrupted;
 - (b) the importance of high productivity levels;
 - (c) efficiency and effectiveness in services rendered to the general public;
 - (d) the need for order in the education system; and
 - (e) the constitutional rights of the child.

2. GENERAL

- 2.1 When requiring time off:
 - (a) a reasonable period of notice must be given to the responsible person designated by the employer for time off to attend meetings, training courses, and other agreed to activities;
 - (b) in respect of urgent meetings arising from the collective bargaining process, the employee organisation should advise the responsible person designated by the employer timeously of such urgent meetings;
 - (c) when requesting time off for workplace and other such like meetings, every effort should be made to hold them before or after official school hours, or during lunch breaks;
 - (d) an efficient record system must be kept in respect of time off allowed for all educators; and
 - (e) management must be informed timeously of any resignation of members/representatives.
- 2.2 Applications for time off must be considered on its merits and the principle of reasonableness and fairness must apply.
- 2.3 It is the responsibility of managers identified by the provincial education departments to keep separate registers of employee members and representatives in good standing, as well as details of time off allowed with full pay and without pay, and to forward such records annually, but before 31 December, to both the employee organisations concerned and the responsible personnel offices.

3. TIME OFF

3.1 Time off for collective bargaining purposes

- (a) **Entitlement**

Duly elected, identified employee organisation representatives are allowed time off, including during school hours, to attend meetings at national and provincial levels for collective bargaining purposes. Furthermore, such employee organisation representatives are entitled to take reasonable time off for preparatory meetings during the collective bargaining process.
- (b) **Provisions**
 - (i) Identified representatives must give their supervisors reasonable notice of meetings to be attended and proof that they have been nominated to attend such meetings.
 - (ii) Confirmation of meetings must be submitted by the representative to his or her supervisor for record and auditing purposes.
 - (iii) Subsequent to representatives attending meetings, confirmation must be given by the employee organisation to the representative's supervisor that he/she had attended such meetings.
 - (iv) In addition, representatives are allowed a maximum of 1 additional school day per event, which should be regarded as special leave with full pay, for preparatory meetings during the collective bargaining process; provided that the employee organisation confirms that such preparation is essential to the collective bargaining process and that the duration of such preparation necessitates the maximum or a lesser amount of hours required.

(c) **Payment for time off**

In terms of this entitlement, the duly elected, identified employee representative is allowed time off with full pay.

3.2 Time off for employee organisation duties

(a) **Entitlement**

Duly elected, identified representatives of an employee organisation may take reasonable time off, including during school hours, to carry out employee organisation duties which have been agreed to between the parties of the ELRC.

(b) **Provisions**

(i) The following employee organisation duties are provided for:

- representing members in good standing during –
 - disciplinary hearings
 - grievance and dispute procedures
 - retrenchment/redundancy procedures
 - dismissals;
- attending labour relations training; and
- attending, participating in and organising workplace forums.

(ii) The amount of time off to be allowed must not exceed a maximum of 3 school days at a time and the entitlement is limited to a maximum of 12 school days per annum. Should additional time off be essential and in the interest of labour peace, the employer may, with due regard to the principles of reasonableness and fairness, consider a motivated request for additional time off.

(c) **Payment for time off**

In terms of this entitlement, and subject to the limitations of the entitlement, representatives are allowed time off with full pay.

3.3 Time off for employee organisation activities

(a) **Entitlement**

Subject to the academic programme not being interrupted, an employee who is a registered member, in good standing with an employee organisation, may take reasonable time off during working hours to participate in agreed to employee organisation activities.

(b) **Provisions**

The following employee organisation duties are provided for:

- (i) Attending pre-arranged workplace meetings, other than those arising out of industrial action, which have been agreed to between the employee organisation affected and the employer, and which cannot be held outside working hours.
- (ii) Meeting full-time officials, by arrangement and agreement between the employee organisation and the employer, to discuss bona-fide employee organisation matters.
- (iii) Voting during employee organisation elections where voting cannot take place outside working hours.
- (iv) Voting in respect of procedural/lawful strike action.

(c) **Payment for time off**

Employee organisation members, in good standing, are allowed a maximum of 8 school hours per annum, calculated from 1 January to 31 December of each year, with full pay to engage in the activities indicated above.

Note: Where there is a dispute relating to time off, the provisions of the Constitution of the ELRC will apply. Time off with full pay is permitted for employee organisation members/representatives to engage in this process.

4. SECONDMENT

4.1 Entitlement

The employer recognise the need for employee organisations to utilize the skills and expertise of their members to manage the affairs of the organisation. Employee organisations are therefore entitled to have educators seconded to organisations registered with the ELRC, to occupy full time positions to which they have been duly elected.

This entitlement applies only to employee organisations in good standing, and who comply with the provisions of the LRA and the Constitution of the ELRC.

4.2 Basis upon which the number of employee organisation members, in good standing, will be allowed to be seconded for a contracted period of one year

- (a) Consideration must be given to the teaching and learning program. It is important that the entitlement does not disrupt the school program or the management of education.
- (b) For this purpose this entitlement is structured in such a manner that it applies to a calendar year, that is, from 1 January to 31 December of each year.
- (c) Employee organisations will have to elect or appoint their officials on the basis of a calendar year.
- (d) The following formula will apply in respect of the secondment of employee members, in good standing, to full-time positions in an employee organisation for a period of 1 year:

<i>NUmber of audited employee organisation members (i.r.o. a federation, membership can only be counted once)</i>	<i>Number of members to be allowed to be seconded to full-time positions in an employee organisation</i>
0- 3 000	0
3 001- 5 000	1
5 001- 8 000	2
8 001-12 000	3
12 001-17 000	4
17 001 upwards	4
	AN ADDITIONAL 1 MEMBER FOR EVERY 6 000 ABOVE 17 000 TO A MAXIMUM OF 7 ADDITIONAL MEMBERS

4.3 Payment in respect of seconded educators

- (a) Members of employee organisations, in good standing, who have been seconded to employee organisations in accordance with this entitlement, will retain all their benefits.
- (b) Employee organisations must be responsible for refunding the full package payable to members seconded in terms of this entitlement. The full amount owing to the relevant employer will be disbursed monthly from the amount accrued to employee organisations from the levies raised.
- (c) The Secretary of the ELRC must keep separate and accurate records of payments made in terms of this entitlement.

4.4 Entitlement in respect of national negotiators

- (a) This entitlement shall apply only to national negotiators of employee organisations in the Bargaining Committee of the Council, who are educators at schools or colleges and who are representatives of the Council in terms of the provisions of clause 7(1)(b) of the constitution of the Council;
- (b) In addition to the entitlement provided for in paragraphs 4.2 and 4.3 above, employee organisations are entitled to have such national negotiators seconded;
- (c) Such secondment shall be for a maximum period of one (1) year at a time, renewable for such longer period as may be agreed to between the employer and relevant employee organisation;
- (d) The Secretary of the Council shall from time to time, furnish provincial heads of departments with the names and particulars of national negotiators;
- (e) An employee returning to duty, upon completion of the period of secondment, shall be assigned:
 - (i) in the case of a period of secondment of up to two (2) years, to the position/post that he/she would have held if the secondment had not been taken, or at his/her request, to another post/position agreeable to the employer, and
 - (ii) in the case of a period of secondment of more than two (2) years, to an equivalent position/post to that held prior to the secondment, which is acceptable to the employee, and which shall be reasonable and fair;
- (f) The employer shall remain responsible for the seconded employee's full remuneration package which is not subject to the provisions of paragraph 4(3)(b) above, while the relevant employee organisation shall be responsible for 50% of the full remuneration package of the temporary substitute; and
- (g) The provisions relating to the retention of benefits and method of payment, as provided for in paragraph 4.3 above apply *mutatis mutandis*.