



DIE VERANDERING IN ONDERWYS
THE CHANGE IN EDUCATION

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EMPLOYEES IN THE EMPLOYMENT OF A SCHOOL GOVERNING BODY	WERKNEMERS IN DIENS VAN 'N SKOOLBEHEERLIGGAAM
May the school reduce my salary?	Mag die skool my salaris verminder?
The non-payment or reduction of educators' salaries paid by the school should not occur, but it is a given that it may happen due to the Covid-19 lockdown and parents omitting to pay school fees. Last mentioned may force the school / SGB into a financial crisis, and as a result the school may implement such extreme measures.	Die nie-betaling of vermindering van salarisse betaalbaar deur die skool aan opvoeders is nie veronderstel om te gebeur nie. Ongelukkig is dit een van die gevolge van die COVID-19 grendel periode aangesien sommige ouers nie meer skoolgeld betaal nie. Laasgenoemde plaas die skool/die skoolbeheerliggaam in 'n finansiële krisis wat tot die vermindering van salarisse kan lei.
May the school do this unilaterally?	Mag die skool my salaris eensydig verminder?
The school should not but may however do so, with or without notice or any consultation. In this event, members are urged to contact the SAOU. The manner or style of the SGB will influence the reaction, and may give rise to a dispute in the CCMA based on a unilateral change to terms and conditions of employment.	Die skool behoort nie salarisse te wysig nie, maar dit gebeur wel. Die wysiging van diensvoorwaardes mag nie sonder vooraf behoorlike kennis asook konsultasie plaasvind nie. Daar is egter wel gevalle waar salarisvermindering eensydig plaasvind. Die SAOU moet in hierdie gevalle dadelik gekontak word aangesien so 'n eensydige aksie kan lei tot 'n geskil wat by die KVBA geregistreer moet word.
Is TERS applicable?	Is TERS hier van toepassing?
If the employer continues to reduce salaries, the employer must file a claim on behalf of the implied employees with the TERS scheme of the Unemployment Insurance Fund. The scheme can	Indien die werkgever voortgaan met die vermindering van salarisse moet die werkgever 'n eis namens die geïmpliseerde werknemers by die TERS-skema van die Werkloosheidsversekerings-

<p>pay out amounts between R4000 and R7000 per month to employees in lieu of salaries. The scheme is currently in its second cycle of payment and may end soon.</p>	<p>fonds indien. Die skema kan bedrae van tussen R4000 en R7000 per maand aan werknemers uitbetaal in plaas van salarisse. Die skema is tans in sy tweede siklus van betaling en kan binnekort eindig.</p>
<p>May retrenchments follow as a result of the above problems?</p>	<p>Kan bovermelde probleme lei tot afdankings weens operasionele omstandighede?</p>
<p>Retrenchments may follow. The employer is obliged by section 189 of the LRA to follow the prescribed procedure, when it experiences operational circumstances that may lead to retrenchments.</p> <p>This procedure includes mandatory notice to the implied employees, assurance that retrenchments are the last resort and finally it must be determined whether budgeted items as well as savings can be allocated to salaries.</p>	<p>Afdankings kan volg. Die werkgever is egter volgens artikel 189 van die Wet op Arbeidsverhoudinge verplig om die voorgeskrewe prosedure te volg wanneer hy/sy operasionele omstandighede ervaar wat tot afleggings kan lei. Hierdie prosedure sluit in verpligte kennisgewing aan die geïmpliseerde werknemers, versekering dat afleggings die laaste uitweg is en laastens moet daar bepaal word of begrotingsposte asook spaargeld aan salarisse toegewys kan word.</p>
<p>Why the strict adherence to procedure?</p>	<p>Waarom die streng nakoming van die bovermelde prosedure?</p>
<p>The procedure requires-</p> <ol style="list-style-type: none"> i. reasons for the retrenchments; ii. which alternatives were considered; and iii. how the severance package is calculated. <p>Some employers try and secure "agreements" from their employees under the guise of any number of "explanations" or future promises, provided you sign away your rights. The SAOU calls on its members to be vigilant regarding the matter and should not be misled.</p> <p>At the very least an employer in true distress should acknowledge the "indebtedness" to the value of a severance package even if payment is then by agreement postponed or paid over a period. It is unlikely that a public school could "close" because of its SGB component, but a small independent school may very well.</p> <p>If you have been the victim of any of the above, make sure that you contact the SAOU to declare a dispute within 30 days of the occurrence. Do not get involved in endless discussions that may lead to the dispute declared belatedly.</p>	<p>Die prosedure vereis-</p> <ol style="list-style-type: none"> i. redes vir die afleggings; ii. watter alternatiewe oorweeg is; en iii. hoe die skeidingspakket bereken word. <p>Sommige werkgevers poog om deur middel van "ooreenkomste" onder die dekmantel van 'n aantal "verduidelikings" of toekomstige beloftes hul werknemers te kry om hul regte weg te teken. Die SAOU doen 'n beroep op sy lede om waaksaam te wees oor die saak en moet nie mislei word nie.</p> <p>'n Werkgever wat in ernstige finansiële nood verkeer moet ten minste erkenning gee aan die 'skuld' tot die waarde van 'n skeidingspakket - selfs al is betaling dan deur 'n ooreenkoms uitgestel of oor 'n tydperk betaalbaar. Dit is onwaarskynlik dat 'n openbare skool "kan sluit" as gevolg van die SBL-komponent maar die teendeel is egter waar by 'n klein onafhanklike skool.</p> <p>As u die slagoffer van enige van die bovermelde is/was, maak seker dat u hulp vanaf die SAOU versoek. Die SAOU moet binne 30 dae na die voorval 'n dispuut verklaar. Moenie self aan eidelose besprekings deelneem nie, dit sal die dispuut beïnvloed indien dit te laat verklaar word.</p>
<p>What if Section 38A payments are reduced or discontinued?</p>	<p>Wat as die betalings van artikel 38A skielik verminder of gestaak word?</p>
<p>Although it is a contractual matter between the SGB and the employee, the same principles as</p>	<p>Alhoewel dit 'n kontraktuele ooreenkoms tussen die SBL en die werknemer is, geld bogenoemde</p>

the above apply. There should be consultation and at least some evidence that distress is present.

During the levels of lockdown, with no sports or large cultural events, the first question should be to enquire if those budget items and savings, if any, can be re-allocated to section 38A payments.

Do not simply accept the "say-so" of anybody. Have the situation properly investigated. Record the disagreement with the party unilaterally resiling from a reciprocal agreement. Consider suspending the services rendered for the section 38A payment until resolution.

beginnels steeds. Konsultasies moet plaasvind en daar moet ook bewyse wees van die beweerde finansiële druk.

Aangesien daar tydens die grendel periode geen sport of groot kulturele byeenkomste is nie, kan versoek word dat daar oorweging geskenk word aan moontlike hertoewysing van begrotingsposte of spaarrekening vir Artikel 38A betaling.

Vergewis u van die werklike situasie. Rekordeer u ontevredenheid met die feit dat 'n party eensydig uittree uit 'n wedersydse ooreenkoms. Oorweeg die opskorting van die spesifieke dienste gelewer ooreenkomstig die addisionele vergoeding totdat 'n oplossing gevind word.

ONS HOOR GRAAG VAN JOU #WantOnsGeeOm

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WE WOULD LIKE TO HEAR FROM YOU #BecauseWeCare

The graphic features a dark blue background with a network of glowing blue nodes and lines. Six circular icons are arranged in a hexagonal pattern, each containing a contact method: a headset for the phone number, an Instagram logo for saouteachers, a speech bubble for SMS, a Facebook logo for SAOU Nasionaal/National, a WhatsApp logo for 016 127 1921, and an envelope for saou@saou.co.za. The top and bottom of the graphic have white text on a dark blue background, and a solid yellow bar is at the very bottom.