

**MEMORANDUM OF AGREEMENT ON REMUNERATION
AND CONDITIONS OF EMPLOYMENT AND RELATED
MATTERS FOR 2012**

between

UNIVERSITY OF CAPE TOWN

(hereinafter referred to as the Employer)

And

NEHAWU

(hereinafter referred to as the Union)

1. Preamble and Scope

This document records the agreement reached between the Employer and the Union in respect of remuneration and conditions of employment for employees in the Payclasses 1 to 4, and Payclass 5 as outlined in Annexure 1.

In respect of Payclass 5, management concedes that the process for representation has been clarified and agreed for 2012 bargaining as detailed in the recognition agreement. The proposal contained in Annexure 1 is intended to remedy the situation in respect of settlements signed in 2011, effective 1 January 2012.

2. 2012 Rate Per Payclass and increases for 2012

The following are the rates per Payclass which will be applied with effect from 1 January 2012:

Payclass	2011 Rate per Payclass	2012 Increase %	2012 Rate per Payclass
Payclass 1	R 73,307	9.5%	R 80,271
Payclass 2	R 81,668	9.5%	R 89,426
Payclass 3	R 92,631	9.5%	R101,431
Payclass 4	R 100,188	9.5%	R 109,705
Payclass 5	R123,290 (Standard Package)	7.5%	R132,537 (Standard Package) with a minimum of 5.8% for those performing above Standard Package

Staff currently earning above the Rate per Payclass (and above 60th percentile of National All Jobs Market) to receive increase of 7.5%.

Staff earning below the Rate per Payclass to receive increases between 7.5% and 9.5%.

3. Extension of Tuition Fees for staff

Management and the Union Executive will find ways of better communicating the Staff Learning and Development Funding Policy to all staff.



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9 November 2011

4. Annual Bonus

With effect from 1 January 2012 staff in Payclasses 1-4 and Payclass 5 will be offered the option of structuring their Cost of Employment (CoE) to spread their 13th cheque (annual bonus) over 12 months or to receive it in November as currently offered.

5. Medical Aid

HR will obtain information from Discovery with regard to the impact on the concessions currently enjoyed if a second provider were to be engaged by no later than 31 March 2012.

6. Amendment to the NEHAWU recognition agreement

Management agrees to the following with regard to the recognition agreement with immediate effect:

Shop Stewards

To be included

'NEHAWU members are entitled to elect shop stewards in terms of the Union's constitution.'

7 a should read

'A shop steward shall be an employee who is a union member elected according to the constitution of the union.'

Remove clause 7 p v

'If he/she is promoted to the rank of supervisor.'

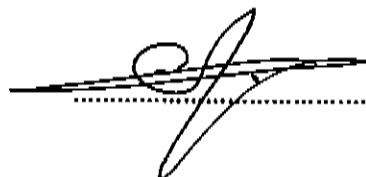
Signed at **RONDEBOSCH** this 9th day of November **2011**.

UNIVERSITY OF CAPE TOWN

NEHAWU



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EJ Mawoo
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9 November 2011

Annexure 1

AGREEMENT ON 2012 SALARY ADJUSTMENT IMPLEMENTATION IN RESPECT OF PAYCLASS 5

The parties agree that the 2012 salary adjustments in respect of staff in Payclass 5 will continue to be processed making use of performance management, under the agreed Personal Performance System (PPS), as a tool to determine a staff member's salary adjustment for 2012, which will be in line with the agreed outcomes of their performance discussions and ratings with their respective line managers.

The parties further agree that the salary adjustment applied to all staff in Payclass 5 will not be less favourable than that applied to any other staff members occupying Payclass 5 posts at the University and not represented by NEHAWU.

ESM
CJ.
RTN
J