

RECOGNITION AND PROCEDURAL AGREEMENT

THE UNIVERSITY OF CAPE TOWN

("UCT")

and

THE NATIONAL EDUCATION HEALTH & ALLIED WORKERS UNION (NEHAWU)

(Referred to as "a union")

RECOGNITION AND PROCEDURAL AGREEMENT

1. INTRODUCTION

- 1.1 The purpose of this Agreement is to formalise and regulate the organisational rights relationship between the parties for their mutual benefit and goodwill.
- 1.2 UCT is committed to treating the unions consistently. This means that it should work towards a single set of organizational rights for those unions who are recognized by UCT.
- 1.3 In this Agreement any reference to union members is to members who are employed by UCT.
- 1.4 Organizational rights in terms of this agreement will be reviewed upon request of any party to this agreement.
- 1.5 Request to review the agreement should not suspend the validity of the agreement and if parties cannot agree on the proposed review such will be dealt with in terms of the dispute resolution mechanism provided in section 24 of the LRA.
- 1.6 Notwithstanding the above, a compulsory review of the organizational rights of this agreement will be conducted every three years.

2. DEFINITIONS

For purposes of this Agreement:

- 2.1 **Bargaining Unit**- means all pay classes in 2 to 12;

MS Bm

- 2.2 **Recognised Union** means a union recognized in respect of specific organisational rights conferred by this Agreement;
- 2.3 **The LRA** - means the- Labour Relations Act- Labour Relations Act 66 of 1995, as amended;
- 2.4 **Threshold**- means the percentage or number of UCT employees that a trade union must have as its members in order to be recognized for organizational rights in terms of Part A of this Agreement.
- 2.5 **Employee** for the purposes of this agreement shall mean any person who is employed by the university on PASS conditions of services in payclass 2-12 and who receives, or is entitled to receive any remuneration, including T1 and T2, excluding staff on contracts which is not associated with remuneration at the university, students appointed in specific staff roles linked to their studentship where the primary relationship with UCT is governed by a specific programme related to job exposure.

3. **FREEDOM OF ASSOCIATION**

Every member of UCT staff is free to choose whether to join any trade union of their choice.

4. **ORGANISATIONAL RIGHTS**

4.1 Qualifying criteria to enjoy minimum organisational rights.

All registered trade unions that have as its members at least 10% of employees in the Bargaining Unit will be entitled to organisational rights for access and stop orders and deductions up until the next review period i.e 31 July annually.

4.2 Qualifying criteria to enjoy additional organisational rights

A registered trade union that has as its members at least 12% of employees as its members will enjoy access; union meetings and facilities; stop orders; shop stewards as well rights for access to an office and telephone facility; time off for chairperson of shop stewards council and financial support for the employment of a shop steward.

4.3 Access (minimum organisational right)

4.3.1 A Recognised Union will have access to UCT's premises for the purposes of recruiting members, communicating with members or otherwise to serve the interests of members on request.

- (a) General meetings with members may be held on the premises of UCT, subject to approval and UCT rules regarding conduct of meetings being applicable at all times.
- (b) Officials and office bearers of Recognised Unions will be allowed to have access to the campus -
 - (i) For a general meeting of members once a month, held during lunch time or outside working hours (either prior to the commencement of a shift or at the end of a shift) and at a place agreed upon provided that this does not unreasonably interfere with operations, union members may be given reasonable time off before or after the meeting to enable them to get to the meeting.

- (ii) In any University building if the union has sought prior approval through the appropriate channels.
- (iii) The names and contact details of union officials and office bearers who seek access to the campus must have been provided in advance in writing to the employee relations office.
- (iv) The parties will monitor the effect of this agreement (on both the union and its members and on UCT's operations). In exceptional circumstances and with express prior agreement of UCT management, report back meetings may take place during working hours,

4.4 Union meetings and facilities

4.4.1 A Recognised Union may use specific venues (lecture theatres, halls, and seminar rooms) for union meetings if this has been approved by the UCT bookings team directly (as a first option), alternatively through the employee relations office. The union executive will book venues through the venue booking system upon approval by UCT. Union meetings or events must take place outside of working hours only and must not interfere with or disrupt UCT's operations and productivity, subject to 0

(a) A Recognised Union may hold -

- (i) a general meeting of members once a month, held during lunch time or outside working hours (either prior to the commencement of a shift or at the end of a shift) and at a place agreed upon. Provided that this does not unreasonably interfere with operations, union members may be given reasonable time off before or after the meeting to enable them to get to the meeting. The parties will monitor the effect of this Agreement (on both the union and its members and on UCT's operations); in exceptional circumstances and with express prior Agreement of UCT management, report back meetings may take place during working hours;
- (ii) an AGM once a year, which includes two hours during normal working time; and
- (iii) in addition to the general meeting of members in (i), feedback meetings with members after meetings of the consultative forum or collective bargaining, outside working hours.

(b) A Recognised Union may use the following additional UCT facilities -

- (i) printing facilities, at standard cost, and subject to any applicable internal rules and regulations;
- (ii) the internal post delivery system;
- (iii) departmental noticeboards, subject to the availability of space and the usual rules and procedures applicable from time to time, including any code of conduct regulating the content of notices, and any reasonable direction of heads of department responsible for relevant notice boards.

(c) A union recognized for collective bargaining will, if it has at least 12% of its members in the Bargaining Unit, be given access to an office with telephone and computer with email

facility, at a cost proportional to the rate charged to other University-based organisations for similar use or access.

- (d) Access to facilities in terms of these provisions subject to such reasonable budget as stipulated in clause 4.8.3 below in terms of the UCT budget guidelines.

4.5 Stop orders (minimum organisational right)

- 4.5.1 UCT will deduct union membership subscriptions from the remuneration of all members who submit signed stop order forms.
- 4.5.2 Deductions for stop order forms delivered on or before the 3rd day of every month will ordinarily commence on the next pay date.
- 4.5.3 UCT will provide each recognised union with a list of names of employees for whom deductions have been made for that union together with the total number of membership fees deducted, on or before the 10th day of the month following the month for which the deductions were made.
- 4.5.4 UCT will provide the union with quarterly membership reports.
- 4.5.5 UCT will stop deducting membership subscriptions from -
- (a) any union member who has given UCT one (1) month's written notice to stop the deductions;
 - (b) any union member who ceases to be employed by UCT; (in the case of a fixed term employee whose contract of employment is extended for a further period, the union must inform the relevant administrator in the payroll office - as specified by UCT from time-to-time - of the member's new commencement date, failing which deductions for union membership subscriptions for that member will terminate); and
 - (c) any union member who ceases to be a member of the union for any reason.
- 4.5.6 UCT will deduct membership fees for one Recognised Union only per employee/member, UCT will not be responsible for the collection of any subscriptions which are in arrears, unless UCT has acted in breach of its obligations under this Agreement.
- 4.5.7 The union membership will be reviewed on a quarterly basis for the purposes of determining membership.

4.6 Shopstewards

4.6.1 Number and election of Shopstewards

- (a) A Recognised Union will be entitled to 2 shopstewards for up to 100 members, plus 1 shopsteward for each additional 50 members up to a maximum of 10 shopstewards. If the union has more than 500 members, it will be entitled to 10 shopstewards for the first 500 members, plus 1 shopsteward for every additional 200 members, to a maximum of 12 shopstewards.

- (b) The number of shop stewards will be elected in terms of the above procedure and the term of office will be determined by union's own constitution. Shopstewards must be elected by the members who are employees of UCT following the terms of the union's Constitution and the LRA.
- (c) The union must provide UCT with at least seven (7) days' written notice of its intention to hold elections and must notify UCT within seven (7) days of the election of the names of the elected shopstewards.
- (d) The numbers of union members in the bargaining unit will be determined annually with effect from 31 December for the purpose of determining numbers of shopstewards and other recognition rights in terms of this agreement.

4.7 Time off for Shopstewards

- 4.7.1 Shopstewards will be permitted up to 2 hours a month to meet during working hours to prepare for consultative meetings. These meetings must be arranged through the employee relations office in consultation with line managers.
- 4.7.2 Shopstewards will be given reasonable time off for the purpose of performing their functions in the workplace (including meeting with members of management or representing members in internal processes) but will only be permitted to leave workstations during work hours, operations permitting, with the permission of their line managers, which must not be unreasonably withheld.
- 4.7.3 The parties recognise that the role of shopsteward is not a full-time role, and shopstewards remain obliged to perform their normal roles as employees. Where time off unreasonably affects a shopsteward's ability to perform his or her normal role, UCT will raise this with the union, and the parties will make every reasonable effort to resolve the situation.
- 4.7.4 Time off for shopstewards is subject to the following further provisions:
 - (a) Time off requests should be sent to the ER office in writing at least 3 working days before the requested time off, subject to the union having received sufficient notice of the meeting. Where this is not reasonably possible, the request should be sent as soon as possible after the shopsteward is made aware of the meeting.
 - (b) The approval to attend shopstewards meetings is subject to business or operational requirements and such should be approved by their supervisor or line manager.
 - (c) Shopstewards are, unless otherwise agreed with supervisors, required wherever reasonably possible to return to work following the meetings or processes for which the time off has been given, but are then required to complete the remainder of their shift only, and are not required to work additional hours to make up for the time off. Shopstewards will ordinarily be allowed 30 minutes to return to their workstation.
 - (e) If a shopsteward attends to union business, including attending meetings with management, during an off day or during hours when he or she is not on duty, this will

not be considered to be time at work, and the shopsteward will, save in exceptional circumstances, not become entitled to additional time off work.

- (f) In addition, shopstewards are entitled to the following paid time off to receive training – 1 day for once-off basic training on the role and responsibilities of a shopsteward and the terms of recognition at UCT;
 - (i) 10 days per year per shopsteward, to a collective maximum of 50 days for shopstewards of one union, to attend regular training programmes; and
 - (ii) An employee who is also an office bearer in a union recognized for collective bargaining is entitled to 15 days paid time off per year to attend union business, including any training. This includes and is not in addition to the 10 days referred to in e(ii) if the office bearer is also a shopsteward.
 - (iii) Time off for training will be subject to the following further provisions –
 - (iii)(a) The training must be approved by the Employee Relations office. Approval will take into account the operational needs of the department where each shopsteward works. UCT will make every reasonable effort to accommodate requests for time off in terms of this clause.
 - (iii)(b) The union must give UCT at least two weeks written notice of a training programme, together with the names of the shopstewards requesting time off to attend and the agenda or programme setting out the broad content of the training programme.
 - (iii)(c) Shopstewards are required to complete a leave form, specifying that this is shopstewards leave, to be sent to the line manager for record keeping purposes, for any days of leave which fall within this clause. Approval of such leave shall not be unreasonably withheld.
- (g) UCT will, subject to availability, make facilities and members of its employee relations team available whenever possible at the request of the union for training programmes for shopstewards.

The chairperson of the shop stewards council of a union with at least 12% UCT members that is recognized for collective bargaining shall be allowed up to one working day per week to conduct general Union business. *This request shall be facilitated by the employee relations office in consultation with the head of the department concerned.* The chairperson may delegate this right to another shop steward, provided that adequate notice is given to the department concerned. *Should the work-related needs of the University require it, the Union must re-schedule the day, unless it can show good cause why it cannot do so.*

4.8 Functions of Shopstewards

4.8.1 The functions of shopstewards are -

- (i) to assist and represent members in grievance procedures, disciplinary proceedings or other similar internal processes;
- (ii) to monitor the University's compliance with workplace related provisions of the LRA, any law regulating the terms and conditions of employment and any collective agreement binding on the University, and to report any alleged contraventions of these provisions;
- (iii) if chosen by the Recognised Union for this purpose, to participate in regular consultation or negotiation meetings with UCT's management.
 - (a) Shopstewards and UCT managers must endeavour to establish and maintain good relations between the members, the Recognised Union and UCT management.
 - (b) Shopstewards are not entitled to interfere with any lawful and legitimate instructions given by line managers or with the performance by employees of their duties. Shopstewards are, however, not prevented from giving advice to members.
 - (c) Attendance at meetings with UCT representatives, CCMA appearance, grievances, and disciplinary inquiries will be limited to one or two shopstewards, with additional shopstewards present only where reasonably required for the particular purpose, as agreed from time to time, taking into account the role and purpose of any full time shopsteward where applicable.
 - (e) Any reasonable action taken by a shopsteward in good faith in the course of her or his duties as shopsteward will not affect her or his employment by UCT, but shopstewards remain subject to the usual rules and procedures governing employees, including disciplinary rules and procedures, and the parties must comply with any code of conduct for shopstewards in place from time to time.

4.9 Breach of code of conduct and termination of office of shopsteward

4.9.1 In the event of any serious breach of any applicable code of conduct for shopstewards, UCT may, after consultation with the Recognised Union concerning the reasons for this, and on written notice to the Recognised Union, vary, limit or withdraw recognition of a shopsteward. Any dispute over any such notice may be resolved using the disputes procedure in clause ~~Error! Reference source not found.~~ 6.

4.9.2 A shopsteward will cease to hold office and will no longer be recognised if she or he:

4.9.2.1 resigns as shopsteward;

- 4.9.2.2 commits a serious breach of this Agreement or any code of conduct for shopstewards after a fair process has been followed;
- 4.9.2.3 ceases to be an employee of UCT;
- 4.9.2.4 ceases to be a member of the Recognised Union; or
- 4.9.2.5 reaches the end of the term of office as shopsteward.
- 4.9.2.6 Is removed in terms of the union's constitutions or reaches the end of term of office as a shopsteward.

4.10 Full time shopstewards/ union administrators:

- 4.10.1 Current individual Recognised Union/s with at least 12% members in the Bargaining Unit that is recognized for collective bargaining in terms of Part B of this Agreement shall qualify for a Full Time-Shopsteward or Administrator at a cost of a payclass 8.
- 4.10.2 The full-time shop steward/ may only be appointed from the categories of employees that are within the Bargaining Unit P2-12. The union will be responsible for following a fair process in accordance with UCT's recruitment and selection procedures.
- 4.10.3 An individual Recognised Union with at least 12% members in the Bargaining Unit that is recognized for collective bargaining in terms of UCT's Collective Bargaining Agreement may receive financial support from the University in an amount equivalent to the cost of salary of a pay class 8 to assist the union to employ a full time shopsteward or administrator. The employment relationship will however, be solely between the Recognised Union and the full time shop steward or administrator in with dotted line reporting as it relates to financial and performance accountability to the Employee Relations Manager.
- 4.10.4 UCT may provide to an eligible Recognised Union in terms of 4.10.3 with financial support of **R63 203** per annum adjusted in line with the UCT budget guidelines which may be used only to support the effective functioning of the union at UCT, and for no other purpose.
- 4.10.5 A Recognised Union is entitled to withdraw a full-time shop steward based on its constitution and to elect and appoint a substitute shopsteward/Administrator provided that such withdrawal follows the provision of the Labour Relations Act. The trade union concerned will notify UCT of any such withdrawal. The Recognised Union shall be solely liable for any claim/s arising as a result of such termination by the shopsteward/administrator.

5 CHANNELS OF COMMUNICATION

- 5.1 If a Recognized Union becomes aware of a concern which it requires UCT to investigate or address and which falls outside a process regulated by a policy in place from time to time, the Recognised Union will, unless not reasonably practicable, first raise the concern with the HR practitioner

responsible for the department in which the concern has arisen. The HR practitioner will engage with the union and the management team to identify and (where possible) address the concern.

- 5.2 If the Recognised Union is not satisfied that the concern has been addressed, it may escalate the matter to the ER Manager. The ER Manager will then engage with *inter alia* the Recognised Union and the relevant HR practitioner to assess what further steps, if any, can be taken to address the concern of the union. The ER Manager (or someone delegated by him or her) will finalise the matter with the union.
- 5.3 Communication directly with senior management and executive management should be done via the office of the ER: Director or ED:HR where the ER: Director and ED:HR failed to resolve the concerns.
- 5.4 All parties agree to engage in the above process in good faith and with a view to resolving the cause of concern.
- 5.5 The unions will be entitled to direct communication to the executive management when not in agreement with the resolution proposals from both the ER Director and HR ED as part of internal resolution mechanism except where policy guide the procedure to handle the matter.
- 5.6 The above process will be a prerequisite for any such matter to be escalated to any other channels within the University.

6 DISPUTE RESOLUTION

- 6.1 In the event of the Parties reaching deadlock during negotiations, an aggrieved party shall furnish particulars of the issue in dispute in writing to the other parties. Such notice shall set out the nature of the dispute and the proposed terms of settlement.
- 6.2 A dispute is not limited to a deadlock in negotiation but includes a dispute over the interpretation and application of the terms of this Agreement.
- 6.3 A dispute will be declared in a written notice of the dispute. The notice must set out all details relevant to the dispute and will also set out any possible alternatives for resolving the dispute.
- 6.4 The following steps will then be taken in an effort to resolve the dispute:
 - 6.4.1 A dispute committee will be established comprising at least two and not more than three senior representatives of each party to the dispute from Employee Relations. The dispute committee will attempt to resolve the dispute as soon as possible, and within 7 (seven) days of the dispute arising and must meet at least once during that period. If a dispute does not arise from the UCTPBF but any other issue outside the ambit of the UCTBF, such dispute will not give rise to the establishment of a dispute committee and will be dealt with in terms of the dispute resolution mechanism provided for in the Recognition Agreement.

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- 6.4.2 If the dispute is not resolved within the period referred to in ~~error. Reference source not found.~~, any party may request CCMA mediation and such request must be in writing. CCMA Mediation will not be mandatory unless agreed between the parties. A mediator will either be agreed between the parties or appointed from a panel established by the University.
- 6.4.3 If the dispute is not resolved within 14 (fourteen) days of a request that a mediator be appointed, any party may refer the dispute to the CCMA.
- 6.4.4 If a dispute relating to a deadlock in negotiations or the interpretation and application of this agreement is referred to the CCMA such application to the CCMA will suspend the bargaining process until the dispute is resolved".
- 6.4.5 The dispute will then be dealt with applying the dispute resolution provisions of the LRA but the parties may at any stage agree to refer the dispute to further mediation, or to private arbitration.

6.5 There shall be no recourse to industrial action by any party until this dispute procedure, and thereafter the procedures contained in the LRA have been exhausted.

6.6 The parties agree to deal with any dispute regarding the interpretation, application or administration of this agreement in terms of this dispute procedure.

7. CONSULTATIVE MEETINGS

- 7.1 UCT will schedule a joint consultative meeting with all union delegates to the UCTPBF once a quarter.
- 7.2 UCT will schedule a sub-consultative meeting with Registered Trade Unions in operational departments i.e Properties and Services and department of Student Affairs bi-monthly to discuss consultative and information sharing on operational issues affecting those departments.
- 7.3 UCT will schedule bi-yearly executive/unions leadership information sharing meetings to share strategic and financial matters affecting the University.
- 7.4 UCT will schedule a consultative meeting at the request of the trade union to discuss issues affecting the unions members.

8. ADDRESSES FOR LEGAL PROCESSES AND NOTICES

8.1 The Parties choose for the purposes of this Agreement the following addresses, [, and (for the purposes of such notices and communications only)] telefax numbers and email addresses:

- (a) University of Cape Town [_____]

MS
Bm

PRIVATE BAG X3

RONDERSCH

7701

Barbara.Napora @dct.ac.za

Address:

Email

Fax:

Marked for the attention of

NEHAWU

(b) The ~~UCT Employees Union~~

Address:

Email

Fax:

Marked for the attention of

8.2 Any legal process to be served on any of the Parties may be served on it at the address specified for it in clause 25 and it chooses that address as its domicilium citandi et executandi for all purposes under this Agreement.

8.3 Any notice or other communication to be given to any of the Parties in terms of this Agreement is valid and effective only if it is given in writing, provided that any notice given by telefax or email is regarded for this purpose as having been given in writing.

8.4 A notice to any party which is sent by registered post in a correctly addressed envelope to the address specified for it in clause 25 is deemed to have been received within fourteen (14) days from the date it was posted, or which is delivered to the party by hand at that address is deemed to have been received on the day of delivery, provided it was delivered to a responsible person during ordinary business hours.

8.5 Each notice by telefax or email to a party at the telefax number or email address specified for it in clause 25 is deemed to have been received within four (4) hours of transmission if it is transmitted during normal business hours of the receiving Party or within four (4) hours of the beginning of the next business day at the destination after it is transmitted, if it is transmitted outside those business hours.

8.6 A notice to any party which is sent by overnight courier in a correctly addressed envelope to the address specified for it in clause 25 is deemed to have been received on the business day following the date it is sent.

8.7 Notwithstanding anything to the contrary in this clause 25, a written notice or other communication actually received by any party is adequate written notice or communication to it notwithstanding that the notice was not sent to or delivered at its chosen address.

8.8 Any party may by written notice to the other Parties change its address or telefax number or email address for the purposes of clause 25 to any other address (other than a post office box number) provided that the change will become effective on the day following receipt of the notice.

9. WHOLE AGREEMENT, NO AMENDMENT

- 9.1 This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof.
- 9.2 No amendment of this Agreement or any provision or term hereof and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement shall be binding unless recorded in a written document and signed by all Parties to this Agreement or their duly authorised representatives. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.
- 9.3 No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement shall operate as an estoppel against any party in respect of its rights under this Agreement, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this Agreement.
- 9.4 To the extent permissible by law no party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.
- 9.5 Nothing in this Agreement shall preclude the University from entering into similar agreements with any other trade union/s who have as its members, more than 300 employees in the Bargaining Unit.

10. GOVERNING LAW AND JURISDICTION

- 10.1 This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

11. COUNTERPARTS

- 11.1 This Agreement may be executed in counterparts each of which when executed and delivered shall be an original, but all the counterparts together shall constitute one and the same document.

12. TERMINATION OF AGREEMENT

- 12.1 This agreement will remain in effect from the date of signature and will continue indefinitely until terminated in accordance with this clause:
- 12.2 This Agreement may be terminated by:
- (a) NEHAWU that represent members in the bargaining unit P1-12 by giving 6 months' notice written notice of this agreement.
- (b) The University by giving no less than 6 months written notice of termination of this agreement

SIGNED AT CAPE TOWN ON THIS

16 January
~~26~~ DAY OF ~~September~~ 2024



FOR AND ON BEHALF OF THE UNIVERSITY OF CAPE TOWN

BEING DULY AUTHORISED

SIGNED AT CAPE TOWN ON THIS

16 January
~~26~~ DAY OF ~~September~~ 2024



FOR AND ON BEHALF OF

THE NATIONAL EDUCATION HEALTH & ALLIED WORKERS UNION

BEING DULY AUTHORISED