

COLLECTIVE BARGAINING AGREEMENT

THE UNIVERSITY OF CAPE TOWN

("UCT")

and

NATIONAL EDUCATION HEALTH & ALLIED WORKERS UNION (NEHAWU)

and

DEMOCRATISED TRANSPORT LOGISTICS & ALLIED WORKERS UNION (DETAWU)

and


UCT EMPLOYEES' UNION (EU)

(individually referred to as "a union", or jointly as "the unions")

COLLECTIVE BARGAINING AGREEMENT

1. INTRODUCTION

- 1.1 The purpose of this Agreement is to formalize and regulate the collective bargaining relationship between the parties for their mutual benefit and goodwill, and to establish a single Bargaining Unit for all PASS employees in pay classes 2 to 12.
- 1.2 The parties agree that all future negotiations on terms and conditions of employment for the Bargaining Unit will take place in accordance with this Agreement.
- 1.3 The parties to this Agreement acknowledge that sound and fair management and labour relations are in the interests of all parties; and that it is to their mutual benefit to formalize and regulate their relationship and to have clearly stated rules and procedures for collective bargaining which will reduce the possibility of conflict between management and labour.
- 1.4 The maintenance of a harmonious working relationship is based on mutual respect in the workplace. This requires co-operation and good faith on the part of all the parties for the economic and social wellbeing of the parties.

 
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- 1.5 The parties recognize that while there may be differences of opinion, they shall wherever possible attempt to reconcile such differences taking cognizance of the interests of all the parties.
- 1.6 The parties agree that the unions have the right to conduct their own affairs in accordance with their constitution, subject to any legal constraints imposed by law or in terms of this agreement, provided that this does not result in any unlawful disruption to the business of the University.

2. DEFINITIONS/ ABBREVIATIONS

- 2.1 **Bargaining Agent** – For the purposes of this agreement a Bargaining Agent shall mean any Registered Trade Union/s that acts or bargains on behalf of its employees in the Bargaining Unit and that has sufficient membership either individually, or acting jointly or in coalition with another Registered Trade Union to appoint a Delegate to the UCTPBF in accordance with the membership requirements of 5 below;
- 2.2 **Bargaining Unit** – means all employees in pay classes 2 to 12;
- 2.3 **Delegate** – For the purposes of this agreement a Delegate shall be a union representative authorized to represent and vote on behalf of a Bargaining Agent at the UCTPBF, in accordance with the requirements of 5 and 6 below;
- 2.4 **LRA**- means the Labour Relations Act 66, 1995, as amended;
- 2.5 **Registered Trade Union** means a trade union that has been registered as contemplated in section 95 to 106 of the LRA; and
- 2.6 **UCTPBF** – University of Cape Town Pass Bargaining Forum.

3. BARGAINING FORUM

- 3.1 The UCTPBF is established as the single collective bargaining forum for the Bargaining Unit.
- 3.2 All negotiations on terms and conditions of employment for employees in the Bargaining Unit shall take place and be conducted under the auspices of the UCTPBF.

4. RECOGNITION

- 4.1 The University will only recognise an individual Registered Trade Union, or two or more Registered Trade Unions acting as a coalition, as a Bargaining Agent provided it has, either independently, or acting in a coalition, at least 12% members in the Bargaining Unit.
- 4.2 Trade unions acting jointly or in coalition with one or more other unions that individually have at least 12% members in the Bargaining Unit for the purposes of bargaining will have to provide management with a copy of a written coalition agreement entered between the members of the applicable coalition, confirming their decision to act together. Such an agreement should entail the terms of engagement between the unions acting jointly and the dispute resolution mechanism applicable to deal with disputes emanating amongst the unions. A dispute referred to above which

could have the effect of stalling the bargaining process, should immediately be brought to the attention of management.

4.3 Notwithstanding signature to this Agreement:

(a) a Registered Trade Union's recognition as a Bargaining Agent (either independently or in coalition) will lapse if its membership within the Bargaining Unit drops below 12% members for a period longer than two (2) months, whereafter such trade union will only be entitled to participate on the UCTPBF if it meets the requirements of 4.2 above;

(b) the lapsing of any recognition in respect of an individual union does not affect the validity of this Agreement.

5. **APPOINTMENT OF DELEGATES TO THE UCTPBF**

5.1 For every 300 members up to 900, a Bargaining Agent shall have one delegate per 300 members in the Bargaining Unit. Thereafter, a Bargaining Agent shall have an additional two members for every 1000 members in the bargaining unit.

5.2 The University will be represented in the UCTPBF by the number of university management delegates as appointed by the Executive.

5.3 The parties will have a chief negotiator from each constituency i.e labour and management to lead in the negotiations.

5.4 Delegates will act as spokespersons on behalf of those parties whom they represent during any round of negotiation for purposes of conducting such negotiations and communicating between the Delegates and the University.


5.5 Appointed Delegates will be communicated to Employee Relations at least one (1) month prior to the commencement of negotiations. Delegates appointed will remain appointed for the full period of the negotiations save that any Bargaining Agent or the University shall in its discretion substitute or appoint their own alternate delegate during negotiations. Any substitution or alternate Delegate shall be communicated to the parties.

5.6 Where unions are acting jointly for purpose of bargaining, the principle of a single union with a 12% threshold shall apply. The number of union representatives or delegates in the bargaining forum will be based on proportional union representativity.

6. **VOTING RIGHTS**

6.1 Each Bargaining Agent Delegate shall have one vote during deliberations amongst unions and a simple majority vote shall pass the proposal/position. In the event of a deadlock (tie) the Independent Chairperson shall have the deciding vote.

6.2 All Registered Trade Unions represented at the UCTBF shall be bound by the outcome of the vote and shall accept the proposal/position that is carried by the vote as the common position of organized labour.

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7. **APPOINTMENT OF CHAIR**

7.1 An independent chairperson shall be appointed after consultation by UCT to chair collective bargaining meetings where possible, in a manner that will promote effective communication, collective bargaining and consensus; provided that the parties may agree to meet in the absence of the independent chairperson, and in that event will agree to one of the delegates serving as chair of the particular meeting, similarly with the purpose of promoting effective communication, collective bargaining and consensus.

8. **SINGLE BARGAINING PROPOSAL FROM THE BARGAINING UNIT**

8.1 Prior to the unions engaging management, it is incumbent on the Bargaining Agents to present a list of consolidated bargaining demands to the University management delegates of the UCTPBF.

8.2 No union shall declare a dispute or hand over a memorandum or engage their members adversely without exhausting the dispute resolution mechanism provided in this Agreement.

8.3 Should any Registered Trade Union withdraw from the bargaining process, the Bargaining Agent with the majority of delegates on the UCTPBF shall be entitled to continue with the bargaining process with management in the absence of other Registered Trade Union/s who withdrew from the bargaining structure.

9. **BARGAINING PROCESS**

9.1 The consolidated bargaining demands at 8.1 shall be submitted at least (1) month in advance prior to the end of term of the applicable wages and conditions of employment in order to facilitate timely collective bargaining (the **Negotiating Period**).

9.2 The first meeting of the UCTBF will take place at a date and time to be agreed between the parties which shall not be later than 1 calendar month from the date on which the consolidated bargaining demands has been made.

9.3 Meetings of the UCTBF shall be convened on 5 calendar days' written notice. The written notice shall state the subject of the negotiation and the agenda.

9.4 Negotiations will continue on such dates, times and venues as the parties may agree from time to time.

9.5 If no agreement is reached within the Negotiating period, any party may declare a dispute in terms of clause 14 below.

9.6 Any agreement negotiated in terms of this procedure shall be reduced to writing and signed by the union delegates and the University Management delegates which thereafter shall be operational for a specific period of time, as agreed to. The Parties agree not to resort to industrial action on matters that have been agreed to for the duration of such agreement unless the university fails to comply with the terms of the agreement.

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10. **BARGAINING CYCLE**

10.1 Bargaining will take place annually, unless otherwise agreed in writing.

10.2 Bargaining will take place between September to 30 November annually.

11. **CONSULTATIVE MEETINGS**

11.1 UCT will schedule a joint consultative meeting with all union Delegates to the UCTPBF once a quarter.

11.2. 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.

11.3 UCT will schedule bi-yearly executive/unions leadership information sharing meetings to share strategic and financial matters affecting the University.

12. **CONDUCT IN CONSULTATION AND COLLECTIVE BARGAINING**

12.1 The University and the Registered Trade Unions acting as Bargaining Agents, and the Delegates appointed to represent them, commit themselves to consulting and bargaining in good faith and with mutual respect.

12.2 The parties agree that, during the collective bargaining process, they will:

- (a) show respect to one another at all times;
- (b) be punctual in their submission of agendas, proposals and information;
- (c) demonstrate good time keeping in starting and ending meetings;
- (d) continuously search for ways to improve relations; and
- (e) actively seek to avoid miscommunications and misunderstandings.

12.3 The parties agree that disclosure of information is essential for a union to effectively engage in meaningful consultation and collective bargaining. All relevant information will be disclosed to the unions within a reasonable time on request, and subject to confidentiality and the provisions of section 16 of the *Labour Relations Act, 66 of 1995* (the **LRA**).

12.4 The University and the Bargaining Agents will ensure that they are familiar with and commit themselves to the principles and requirements set out in any applicable Code of Good Practice as amended from time to time.

13. WITHDRAWAL OF A TRADE UNION FROM THE AGREEMENT

- 13.1 Any Registered Trade Union who is a party to this agreement may give three (3) months' written notice the other parties of its intention to withdraw from the Agreement. No Registered Trade Union may withdraw from the Agreement during any Negotiating Period.
- 13.2 The withdrawal of a Bargaining Agent that represents collectively less than 50% +1 of the Bargaining Unit will not terminate this Agreement or affect the validity or binding nature of this Agreement between the Parties. Termination is dealt with in accordance with 18 below.

GENERAL TERMS APPLICABLE TO RECOGNITION AND COLLECTIVE BARGAINING AGREEMENT

14. DETERMINING UNION MEMBERSHIP NUMBERS

- 14.1 Union membership numbers for all Recognised Unions will be disclosed to the other Recognised Unions on a quarterly basis.
- (a) The numbers of members of Recognised Union across UCT as a whole will be determined with effect from 31 July annually for the purpose of determining numbers of shopstewards and other organisational or bargaining rights in terms of this Agreement.

15. DISPUTE RESOLUTION

- 15.1 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.
- 15.2 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.
- 15.3 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.
- 15.4 The following steps will then be taken in an effort to resolve the dispute:
- (a) A dispute committee will be established comprising at least two and not more than three senior representatives of each party i.e. unions and Employee Relations.
- (b) 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.

- (c) If the dispute is not resolved within the period referred to above, 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.
- (d) 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 in terms of the dispute resolution mechanism provided in the Labour Relations Act.
- (e) 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.
- (f) There shall be no recourse to industrial action by any union party until this dispute procedure, and thereafter the procedures contained in the LRA have been exhausted.
- (g) The parties agree to deal with any dispute regarding the interpretation, application or administration of this agreement in terms of this dispute procedure.

16. INDUSTRIAL ACTION

- 16.1 The parties are familiar with and commit themselves to the principles and requirements set out in the LRA and any applicable Code of Good Practice published in terms of the LRA and undertake to comply with the terms of any such Code as amended from time to time.
- 16.2 UCT and the Registered Trade Unions commit to taking all reasonable steps to prevent any industrial action by either party that is not in compliance with the provisions of the LRA. Neither UCT nor the Registered Trade Union will promote, support, or condone any lock-out or work stoppage that is not in compliance with the LRA.

17. AMENDMENT OF THIS AGREEMENT

- 17.1 This Agreement may only be amended or reviewed after 12 months by negotiations between the parties, as follows:
 - (a) negotiations shall be attended by the appointed Delegates.
 - (b) either party may propose amendments or additions to this Agreement by giving written notice of no less than thirty (30) days to the other parties. Such notice shall specify the details of the proposed amendments, which are to form the basis for such negotiations, and a proposed commencement dated for such negotiations; and
 - (c) should the parties reach deadlock in negotiations, either party may declare a dispute in terms of clause 15.

18. TERMINATION OF AGREEMENT

- 18.1 This Agreement will remain in effect from the date of signature and will continue indefinitely until terminated in accordance with this clause.

18.2 This Agreement may be terminated by:

- (a) A Trade Union or a Representative Coalition that represents collectively, more than 50% of the Bargaining Unit; or
- (b) The University by giving no less than three (6) months written notice of termination of this Agreement to all parties:

19. BREACH OF THE AGREEMENT AND CANCELLATION

19.1 In the event of a material breach of any provision of this Agreement by one of the parties, the party alleging the breach shall be entitled to require the defaulting party in writing, to remedy such breach within a reasonable period of time.

19.2 In the event that the defaulting party fails to respond, or the breach has not been rectified timeously, the party alleging the breach shall be entitled to cancel this Agreement provided it meets the requirements of clause 19.1.

20. ADDRESSES FOR LEGAL PROCESSES AND NOTICES

20.1 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 [_____]
Address: _____
Email _____
Fax: _____
Marked for the attention of _____

(b) The Democratized Transport Logistics and Allied Workers' Union
Address: _____
Email _____
Fax: _____
Marked for the attention of _____

(c) The National Education Health & Allied Workers Union
Address: _____
Email _____
Fax: _____

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Marked for the attention of _____

(d) The UCT Employees Union

Address: _____

Email _____

Fax: _____

Marked for the attention of _____

- 20.2 Any legal process to be served on any of the Parties may be served on it at the address specified for it in clause 20 and it chooses that address as its *domicilium citandi et executandi* for all purposes under this Agreement.
- 20.3 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.
- 20.4 A notice to any party which is sent by registered post in a correctly addressed envelope to the address specified for it in clause 16 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.
- 20.5 Each notice by telefax or email to a party at the telefax number or email address specified for it in clause 16 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.
- 20.6 A notice to any party which is sent by overnight courier in a correctly addressed envelope to the address specified for it in clause 16 is deemed to have been received on the business day following the date it is sent.
- 20.7 Notwithstanding anything to the contrary in this clause 16, 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.
- 20.8 Any party may by written notice to the other Parties change its address or telefax number or email address for the purposes of clause 16 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.

21. **WHOLE AGREEMENT, NO AMENDMENT**

- 21.1 This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof.
- 21.2 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

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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.

21.3 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.

21.4 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.

21.5 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.


22. GOVERNING LAW AND JURISDICTION

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

23. COUNTERPARTS

23.1 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.

SIGNED AT CAPE TOWN ON THIS 18th DAY OF JANUARY 2024
26th DAY OF SEPTEMBER 2024



FOR AND ON BEHALF OF THE UNIVERSITY OF CAPE TOWN
BEING DULY AUTHORISED

SIGNED AT CAPE TOWN ON THIS 18th DAY OF JANUARY 2024
26th DAY OF SEPTEMBER 2024



FOR AND ON BEHALF OF
THE DEMOCRATISED TRANSPORT LOGISTICS AND ALLIED WORKERS' UNION
BEING DULY AUTHORISED



SIGNED AT CAPE TOWN ON THIS 18th ~~26th~~ DAY OF January ~~September~~ 2024

Bhumbani Bm Mapre

FOR AND ON BEHALF OF
THE DEMOCRATISED TRANSPORT LOGISTICS AND ALLIED WORKERS' UNION

BEING DULY AUTHORISED

SIGNED AT CAPE TOWN ON THIS 18th ~~26th~~ DAY OF January ~~September~~ 2024

M. S. [Signature]

FOR AND ON BEHALF OF
THE NATIONAL EDUCATION HEALTH & ALLIED WORKERS UNION

BEING DULY AUTHORISED

SIGNED AT CAPE TOWN ON THIS 14th ~~26th~~ DAY OF June ~~September~~ 2024

[Signature]

FOR AND ON BEHALF OF
THE UCT EMPLOYEES UNION

BEING DULY AUTHORISED

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MS [Signature]