



# MEMORANDUM OF AGREEMENT FOR 2019

between

**UNIVERSITY OF CAPE TOWN  
(UCT)**

and

**NATIONAL EDUCATION HEALTH & ALLIED WORKERS  
UNION (NEHAWU)**

**UNIVERSITY & ALLIED WORKERS UNION (UAWU)**

**SOUTH AFRICAN LIBERATED <sup>WU</sup> PUBLIC SERVICE WORKERS  
UNION (SALIPSWU)**

**DEMOCRATISED TRANSPORT LOGISTICS & ALLIED  
WORKERS UNION (DETAWU)**

**UCT EMPLOYEES UNION (EU)**

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1. **SCOPE**

This agreement applies to all employees within pay classes 2 to 6. The period of the agreement is 1 January 2019 to 31 December 2019.

2. **TERMS AGREED**

2.1 **Pay increases**

2.1.1 The cost of employment will be increased in each payclass as follows:

| Payclass   | UCT Standard Package 2018 | 2019 Increase | Standard Package for 2019 |
|------------|---------------------------|---------------|---------------------------|
| Payclass 2 | 136 455                   | 8,6%          | 148 191                   |
| Payclass 3 | 163 348                   | 7,5%          | 175 600                   |
| Payclass 4 | 184 490                   | 6,4%          | 196 298                   |
| Payclass 5 | 197 789                   | 6,3%          | 210 250                   |
| Payclass 6 | 226 177                   | 6,0%          | 239 748                   |

2.1.2 Increases will be effected in February 2019, with a second pay run paid by no later than 8 March 2019, backdated to 1 January 2019.

2.1.3 The parties agree that all 2019 increases and performance award payments will only be made to staff in service at time of signing the agreement with the only exception being staff who have retired from the University who qualify for performance awards.

2.2 **COE Structure**

2.2.1 The parties agree that a 13<sup>th</sup> cheque payment structure will remain voluntary. This means that staff are allowed to take their full cost of employment in 12 monthly instalments with no 13<sup>th</sup> cheque if they so choose when increases are implemented.

2.2.2 The parties agree that the current pay policy which sets the benchmark for total cost of employment should take into account Western Cape rates of pay as well as national rates of pay, and that in negotiating increases in pay the parties should take into account inflation in the Western Cape as well as rates of inflation on a national basis. The policy will be reviewed in the consultative forum during the course of the current year, not later than 30 June 2019.

2.3 **Medical healthcare**

2.3.1 The parties agree that the parties will consult further with a view to introducing a primary care option (which is not limited to a Discovery scheme). The service provider will be selected by UCT following consultation with the unions. This will be dealt with as a priority, with presentations from service providers during February 2019, and the parties committing to select a service provider by 31 March 2019.

2.3.2 The cost per employee and dependents for 2019 will be deducted from employees' cost of employment.

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2.3.3 UCT will make an on-site clinic available as follows:

2.3.3.1 With immediate effect, a family planning clinic will be provided in the Bremner building, Room 119, every four weeks. There will be two clinics in February, one on 5 February and one on 21 February, between 10am and 2pm. Dates for the rest of the year will be communicated to the Unions once they are confirmed;

2.3.3.2 On-site Health Screening will be provided throughout the year with the first screening to be held on 29 January in the Mafeje meeting room and further dates to be communicated to the Unions once they are confirmed; and

2.3.3.3 An on-site clinic will be a requirement of the service provider selected in terms of 2.3.1, with effect from the date agreed with the service provider.

## 2.4 Housing allowance

2.4.1 The parties record that UCT has entered into preferential arrangements with ABSA, FNB, Standard Bank and Nedbank in order for staff to access preferential rates and access to housing loans which include loans for housing which is temporary and not only for immovable property.

2.4.2 UCT's Social Assistance Unit within the Human Resources department will continue to facilitate, implement, coordinate and provide proactive social assistance support to UCT staff. This includes support in gaining access to -

2.4.2.1 Government housing subsidies or loans;

2.4.2.2 healthcare services (e.g. family planning, clinics, chronic medication)

2.4.2.3 social grants

2.4.2.4 legal aid

2.4.2.5 any other services for which UCT staff may qualify.

2.4.3 In relation to housing specifically, the social assistance unit will provide regular and concrete on-site support to staff members who want to access housing loans under the preferential agreement with banks, or housing subsidies (from government) where these are available.

## 2.5 Deep cleaning allowance

This issue is regulated in the collective agreement concluded on 17 September 2018. There is no change to what is agreed there.

## 2.6 Shift allowance

2.6.1 The shift allowance will continue as agreed in clause 7 of the collective agreement concluded on 13 September 2017 (10% of payclass 5 hourly rate).

2.6.2 The rand rate of the allowance will increase for 2019 at the same percentage as the increase agreed for payclass 5 employees in this bargaining cycle.

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## 2.7 Education

### UCT staff tuition policy staff and dependents

2.7.1 The management team has agreed to propose improvements to the staff tuition policy for staff and dependents, to Council. The changes will not be effective unless and until approved by Council. The changes proposed for permanent staff in this bargaining unit are –

2.7.1.1 100% rebate (UCT tuition costs covered in full) for staff in PC1 to PC6 (for their own study);

2.7.1.2 90% rebate (10% staff tuition rate for UCT studies) for qualifying dependents of staff in PC1 to PC6.

2.7.2 The parties agree to review the policy insofar as it concerns a rebate for spouses at UWC, taking into account any possible inconsistency that may exist between policy and past practice.

2.7.3 The parties agree to finalise their engagement, by 30 June 2019, on the question whether there should be any mechanism for treating children of staff differently under the university admissions policy.

### Improved qualifications for staff

2.7.4 The parties agree to the following measures to support the formal development of staff.

2.7.4.1 The parties record that the Staff Learning Centre is running a two-year pilot project to improve staff basic education levels, supporting a two-year Matric and one-year GETC programme. This offering has a positive impact on staff members and encourages employee well-being and engagement.

2.7.4.2 Improved qualifications can lead over time to career progression and other forms of recognition.

2.7.4.3 The current financial support, in the staff bursary policy, is to pay 75% of the cost of any course that meets the criteria in the policy, to a maximum of R8,000. This will be increased to a maximum of R10,000.

## 2.8 Acting allowances

2.9 The parties agree that –

2.9.1 The opportunity to act in a higher position provides important opportunities for personal development and exposure in a higher level post so that the staff member builds experience for when higher level posts become vacant;

2.9.2 The use of acting should not be abused or used instead of filling a post;

2.9.3 All single days of acting must be taken into account and added up cumulatively;

2.9.4 A process of maintaining electronic records of all days of acting should be introduced;

2.9.5 An allowance will be paid (as in the current policy) when a staff member acts in a more senior capacity either (i) for 15 continuous working days or longer, or (ii) for an aggregate of 22 working days or longer in one calendar year.

## 2.10 Review of development dialogues

Management will continue to consult with unions in the current and ongoing review of Reward and Recognition at UCT, including in relation to development dialogues.

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SPK AP

**2.11 Appointments Without Advertisement (AWA)**

The parties agree that the AWA policy should not be misused to avoid advertisement. The policy will be reviewed during 2019, after consultation with unions, as part of the recruitment policies currently being reviewed, to ensure that effective measures are put in place to prevent misuse.

**2.12 Use of Temporary Employment Services (labour brokers)**

The parties agree that UCT will use temporary employment services only as permitted in terms of the Labour Relations Act, as amended.

**2.13 Representation at Senate and Council**

Management will keep the unions informed on a regular basis on the status and progress of the ongoing Council review of the composition of university committees.

**2.14 SHE Rep to be elected by organised labour**

The parties agree to review and amend where necessary (with union involvement) current policies and agreements on the appointment of Safety and Health representatives. This will take place at the first consultative meeting of 2019, by no later than 31 March 2019.

**2.15 Auction of UCT property**

The parties agree and reaffirm the rights of staff to first preference under the current policy ('Disposal of redundant and second hand goods Policy'). Management agrees to work with unions in established consultative forums on ways to ensure that the policy is correctly applied.

**2.16 Catering shifts**

2.16.1 A management proposal and alternative union proposal have been presented.

2.16.2 The parties will continue to engage in good faith with a view to implementation of a revised shift as soon as possible. It is intended that a pilot be conducted during February and March and a new shift arrangement be implemented by no later than 31 March 2019.

**2.17 Placement of employees below standard package**

2.17.1 Placement below standard package will normally happen only based on experience when the staff member is new to the job.

2.17.2 Following a formal performance assessment and once there is evidence of demonstrated performance on the job and the staff member is meeting all of the requirements of the job the staff member will be placed at standard package.

2.17.3 Placement within ranges based on performance will form part of the current review of recognition and reward with the unions (referred to in clause 2.10). Pending any changes as part of that review, the current practice will remain as previously agreed with unions.

**2.18 Free voluntary health checks**

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The Organisational Health section will continue to provide Quarterly Wellness Events which offer voluntary free health checks for staff. The unions will be provided with details of these events in advance.

### 2.19 Injury on duty claims

The parties agree that UCT will facilitate all such claims. The process for this will be shared and discussed with the unions in the workplace forum or consultative, and unions will be provided with contact details of the responsible UCT office, which falls under the Health and Safety Office.

### 2.20 Long service awards

2.20.1 These will be increased as follows:

| LONG SERVICE AWARDS | RAND VALUE PER AWARD |           |
|---------------------|----------------------|-----------|
|                     | 2018                 | 2019      |
| 5 YEAR              | -                    | 250.00    |
| 10 YEAR             | 1 000.00             | 1 250.00  |
| 15 YEAR             | 3 000.00             | 3 250.00  |
| 25 YEAR             | 6 000.00             | 6 500.00  |
| 35 YEAR             | 9 000.00             | 9 750.00  |
| 45 YEAR             | 12 000.00            | 13 000.00 |

2.20.2 The parties will refer the issue of any changes to the long service awards to the first consultative meeting in 2019, at which a committee will be formed to review long service awards, by 30 June 2019.

## 3. GENERAL

### Settlement and disputes

3.1 This agreement resolves all matters concerning the conditions of service of staff for the period of the agreement.

3.2 Any dispute concerning the interpretation, application or implementation of this agreement will be resolved as follows:

3.2.1 As a first step, the issue will be raised as soon as possible with the relevant parties to attempt to resolve it by agreement;

3.2.2 If there is no agreement within 10 days of the issue arising, the parties will attempt mediation with an external mediator;

3.2.3 If the matter is not resolved through mediation, the issue will be referred to arbitration under the provisions of the LRA.

### Commitment to the relationship

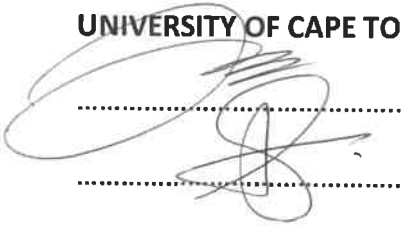
3.3 The parties restate the commitment of all parties to the recognition agreements that they have concluded, including that bargaining over remuneration and benefits and other conditions of service will take place only during the cycle agreed in the recognition agreements.

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3.4 The parties agree that grievances will be dealt with in terms of the UCT policies and procedures, taking into account the relevant terms of the recognition agreements and this agreement.

Signed at RONDEBOSCH this 31<sup>st</sup> day of JANUARY 2019.

UNIVERSITY OF CAPE TOWN



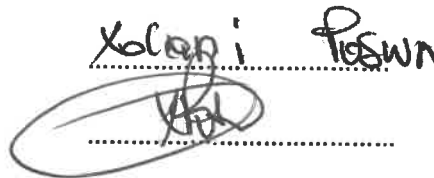
UAWU

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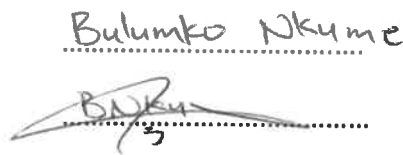
EMPLOYEES UNION

Andrea Plas  
Andu Plas

NEHAWU

Xolani Poswa  


SALIPSWU

Bulumko Nkume  


DETAWU

