

**RECOGNITION AND PROCEDURAL AGREEMENT**

**A COLLECTIVE AGREEMENT ENTERED INTO BETWEEN**

**THE UNIVERSITY OF CAPE TOWN  
(Hereinafter referred to as "The University")**

**AND**

**UNIVERSITY OF CAPE TOWN EMPLOYEES UNION  
(Hereinafter referred to as "The Union")**

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## 1. INTERPRETATION

- 1.1 The headnotes to various clauses of this agreement, and the index, are inserted for reference purpose only, and do not govern or effect the interpretation of the agreement.
- 1.2 This document constitute the sole record of the agreement between the parties relating to its subject matter; and cancels and novates any prior verbal or written communications relating to such subject matter, whether express or implied, including any letters, draft agreements, memoranda or minutes.

## 2. DEFINITIONS

In this agreement, unless the clearly indicates otherwise:

- 2.1 **“The LRA”** means the Labour Relations Act, No. 66 of 1995, as amended from time to time.
- 2.2 **“The CCMA”** means the Commission for Conciliation Mediation and Arbitration as defined in the LRA.
- 2.3 **“Bargaining Unit”** means all payclasses in which a majority of eligible employees are paid-up members of the Union. For the purposes of this agreement the bargaining unit shall comprise of eligible employees in payclasses 5 to 12.
- 2.4 **“Day”** means, for the purposes of determining time periods in this agreement, any day except Saturdays, Sundays and statutory Public Holidays.
- 2.5 **“Dispute of interest”** means a dispute relating to the collective relationship between the University and the Union or the employment relationship between the University and its employees, in respect of which neither party has a clear right and in respect of which the claimant seeks to establish a clear right through negotiated agreement with the other party.
- 2.6 **“Dispute of right”** means a dispute relating to the interpretation and/or application of existing rights in the collective relationship between the parties, whether such arises through the employment relationship, collective agreement or by law, which would be justiciable through the CCMA, court of law or ay other forum established by agreement between the parties.
- 2.7 **“Employee”** means a person, excluding an independent contractor, who is employed by the University ad who receives, or is entitled to receive, any remuneration. This definition shall be consistent with the way it is interpreted in the LRA and law.
- 2.8 **“Employed”** and **“Employment”** shall have meanings corresponding to that of “employee”.
- 2.9 **“Employer”** means the University of Cape Town.

- 2.10 **“Industrial Action”** means any activity by Union members, as a result of grievances or disputes, which disrupt the business of the University, including but not limited to strikes and lockouts as defined in the LRA.
- 2.11 **“Management representative”** means an employee of the University, or any member of the University’s Council, who is nominated to represent it in dealings with the Union.
- 2.12 **“Registered Trade Union”** means a Union that has been registered as contemplated in Section 95 to 106 of the LRA.
- 2.13 **“Sufficiently Representative”** means that at least 30% of employees in a payclass, in which the Union does not have a majority membership, are members of the Union.
- 2.14 **“Trade Union Official”** means a person employed by the Union on UCT conditions of service, excluding independent consultants, whether or not that person is employed in a full-time capacity.
- 2.15 **“Trade Union Representatives”** means a member of the Union who is elected to represent employees in the workplace, in accordance with the Union’s Constitution.
- 2.16 **“UCTEU”** means the University of Cape Town Employees Union.
- 2.17 **“Union”** means the University of Cape Town Employees Union.
- 2.18 **“Union Member”** means an employee of the University, who is a paid-up member of the Union in terms of its Constitution.
- 2.19 Any reference to a statutory provision includes a reference to that provision as modified, amended, replaced or re-enacted from time to time.
- 2.20 Words and phrases defined in the LRA will bear the same meaning when used in this agreement.

### **3. OBJECTIVE OF THIS AGREEMENT**

The purpose of this agreement is to regulate the relationship between the University and the Union and, in so doing, to strive to establish an effective and co-operative working relationship between them, in an environment that promotes fair labour practices.

### **4. DURATION OF THIS AGREEMENT**

This agreement will come into operation when it has been signed by both parties, and will remain in force indefinitely, provided that:

- 4.1 Either party may terminate this agreement on forty-five (45) days' notice to the other, on good cause.
- 4.2 If and when the Union is not sufficiently representative of the payclasses it represents, this agreement will terminate automatically.
- 4.3 If either party ("the defaulting party") commits a breach of any term of this agreement, and if the defaulting party fails to remedy that breach (if it is capable of being remedied) within fourteen (14) days after receipt of written notice from the other party ("the aggrieved party") calling on it to do so, the aggrieved party will be entitled to cancel this agreement summarily by notice in writing.
- 4.4 If the Union, for any reason, is removed from the register of trade unions referred to in Section 96(3) of the LRA, this agreement will terminate automatically.
- 4.5 No relaxation or indulgence that the University or the Union may grant to the other party shall constitute a waiver by the former of any of its rights in terms of this agreement.

## **5. RECOGNITION**

The threshold for recognising the Union, for the purposes of generally representing its members shall be different from that that allows the union to bargain collectively on behalf of its members.

- 5.1 For so long as the Union remains sufficiently representative of employees in the University, the University recognises the Union's right to represent any of its members in respect of discipline and grievances and other matters where any law requires consultation between the parties, whether or not such a member is employed in the recognised bargaining unit.
- 5.2 For so long as the Union represent a majority (50%+1) of employees in a payclass; the University will recognise the Union as the sole collective bargaining agent for that payclass.
- 5.3 In the event of that the Union has lost their majority representation in any one payclass, the University will notify the Union of such at least thirty (30) days before the commencement of substantive negotiations. The Union likewise will give the University at least thirty (30) days' notice of its intention to include a payclass in which it has gained a majority membership to these negotiations.
- 5.4 The University recognises that the Union is a registered trade union in terms of the LRA, and that it is entitled to manage its own affairs and that the protection of its members' employment rights and security of employment are prime objectives.
- 5.5 The Union recognises the University's legal obligation to manage its own affairs, and supports the University's commitment to higher learning and the dissemination of knowledge.

## **6. FREEDOM OF ASSOCIATION**

- 6.1 The University and the Union commit themselves to the principle of freedom of association as found in Chapter II of the LRA.
- 6.2 The University through its management and the Union through its Officials and Executive shall ensure, as far as is reasonably possible that no employee is victimised or intimidated for exercising any rights conferred to them by the LRA, and/or for reason related to their membership or on-membership of the Union.

## **7. UNION REPRESENTATIVES**

- 7.1 If and for as long as the Union has as members the majority of employees in the bargaining unit it represents, these members will be entitled to elect from among themselves Trade Union Representatives as provided for in Section 14(1) and (2) of the LRA.
- 7.2 The University will continue to provide resources to the union to facilitate the employment of a full-time Trade Union Official.
- 7.3 Any Trade Union Representative contemplated in this clause 7 must be nominated, elected and removed from office in terms of the Union's Constitution, of which updated or amended versions must be submitted to the University from time to time. The Union may request up to thirty (30) minutes off work for the purpose of conducting these elections.
- 7.4 A Trade Union Representative duly elected and holding office in terms of this clause 7 will have the right to perform the following functions:
- 7.4.1 At the request of a member, to assist and represent the member in grievance and disciplinary proceedings.
- 7.4.2 To monitor the University's compliance with the workplace-related provisions of the LRA, any law regulating the terms and conditions of employment of members, and the provisions of this agreement.
- 7.4.3 To report, in writing, any alleged contravention of the workplace-related provisions of the LRA, any law regulating terms and conditions of employment of members, to:
- The University of Cape Town;
  - The University of Cape Town Employees Union; and
  - Any responsible authority or agency.
- 7.5 Every duly elected Trade Union Representative will be entitled, subject to clause 7.6 below, to take working days off with full pay in a calendar year:

- 7.5.1 Within two months of their first election two (2) consecutive working days, for the purpose of attending a once-off basic training session to familiarise them with the contents of this agreement, Union policy and the general duties and responsibilities of a Trade Union Representative.
- 7.5.2 Attend regular training programmes of not more than five (5) working days per annum per Trade Union Representative, to a collective maximum of one hundred and ten (110) days.
- 7.5.3 The Union will give to the University at least four (4) weeks' written notice setting out the names of Trade Union Representatives who will be participating in an training programme, and two (2) weeks' written notice of the agenda or training programme, indicating the broad purpose of the training programme.
- 7.5.4 The University agrees to make facilities and members of its Human Resources Department available when requested by the Union, subject to the operational requirements of the University.
- 7.6 A Trade Union Representative will be entitled to take working time off in terms of clause 7.5 above only if the Trade Union Representative has applied for such time off in writing to the University via the Employee Relations Office at least five (5) working days in advance, which will consult with the relevant Line Management to assess whether it is operationally possible for this time off to be granted. Time off for Trade Union Representatives will not be unreasonably withheld.
- 7.7 The University shall allow up to 2 hours a month for the holding of Union Executive Committee meetings. These meetings shall be held in working time prior to the monthly consultative meetings in terms of clause 8.1 below. The Executive Committee members shall advise their Heads of Department timeously prior to attending such meeting.
- 7.8 In addition to any times agreed above, the President shall be allowed one (1) working day per week on general Union business. The President is at liberty to delegate/apportion this privilege to any member of the Executive on the proviso the Head of the Department concerned has been given prior notice

## **8. MONTHLY CONSULTATIVE MEETINGS**

- 8.1 The University and the Union will meet in a monthly consultative meeting for the parties to consult and make representations on matters of mutual interest. A written agenda of items for discussion shall be formulated prior to the meeting, with either party being entitled to add to the agenda either in the meeting or at least seven (7) working days prior to the meeting.
- 8.2 The consultative meeting shall be constituted by no more than ten (10) Management representatives and ten (10) Union representatives, one of which shall be the Union Official.

- 8.3 Draft minutes of meetings in terms of this clause 8 shall be recorded by a representative of the University, copies of which shall be distributed to the Union at least seven (7) days after the meeting. Formal approval of the minutes will take place at the first subsequent meeting.
- 8.4 In urgent circumstances, special meetings between the University and the Union may be convened, subject to mutual consent, on not less than twenty-four (24) hours notice by either party, save that the parties may agree to waive the notice period.

## **9. NEGOTIATING PROCEDURE**

- 9.1 The parties agree to negotiate at least annually, and/or at least three (3) months prior to the expiry of the substantive agreement in force at the time, with a view to reach an agreement on wages and conditions of employment.
- 9.2 Unless otherwise agreed, negotiations shall be undertaken by the negotiating committee comprising of no more than ten (10) Management representatives nominated by the University and ten (10) Union representatives nominated by the Union, one of which shall be the Union Official.
- 9.3 Meetings may take place as often as is necessary to conclude an agreement.
- 9.4 A brief summary of the closing positions at the end of each round of negotiations shall be prepared by a representative of the Management team and copies thereof sent to the Union within seven (7) working days of the said meetings, or as soon thereafter as is practically possible. Formal approval of the correctness of the summary will take place as the first item of business at the first subsequent negotiation meeting.
- 9.5 Agreements reached shall be reduced to writing and signed by both parties.
- 9.6 In the event of the negotiating parties not being able to reach agreement through the negotiations provided for in this clause 9, either party shall be entitled to invoke the dispute procedure provided for in clause 10 below.

## **10. DISPUTE PROCEDURE**

- 10.1 The University and the Union shall endeavour by negotiation and/or consultation in good faith to seek reasonable and satisfactory solutions to all disputes which may arise between them.
- 10.2 A dispute may concern any serious disagreement between the parties arising out of negotiations or consultations, conducted in terms of this agreement or any law or grievance, disciplinary, equity or health and safety issue which is not resolved through agreed procedures provided for such purpose.



- 10.3 Either party (“the aggrieved party”) may declare a dispute by giving the other party (“the defaulting party”) written notice that should explain the issues in dispute.
- 10.4 The parties shall convene a meeting of the negotiating committee within five (5) working days of receipt of a declaration of dispute in an attempt to resolve the dispute.
- 10.5 The University and the Union may agree to refer an unresolved dispute either to the CCMA or for private mediation or arbitration. In the event of the parties agreeing to private mediation or arbitration, they will consider and agree on who the mediator or arbitrator shall be, as well as his/her terms of reference.
- 10.6 If the dispute remains unresolved after the parties have attempted to have it resolved by mediation, they may either agree to proceed to arbitration if the issues in dispute relates to the parties’ mutual interest, or take the appropriate action as is provided for either in terms of this agreement or law.
- 10.7 In the event of the parties agreeing to private mediation or arbitration in terms of clause 10.5 above, the parties shall bear 50% of the costs of such a mediation or arbitration.

## **11. STRIKES AND LOCK-OUTS**

- 11.1 The University and the Union agree that employees have a right to strike and employers to lock-out employees in terms of the applicable legislation, e.g. the LRA. They further agree that it may be necessary for either party in furtherance of its objectives in disputes of mutual interest to exercise these rights as provided for in law.
- 11.2 The University undertakes not to dismiss, discipline or victimise an employee for merely participating in a protected strike.
- 11.3 The Union agrees that, notwithstanding the University’s undertaking in clause 11.2 above, the University is not precluded from fairly dismissing an employee in accordance with the University’s procedures and/or relevant procedures of applicable law.
- 11.4 The Union undertakes to conduct a strike ballot prior to strike action being taken, in accordance with applicable law and the Union’s constitution.
- 11.5 In the event of the Union exercising the option of conducting a strike ballot on the University premises, it shall be conducted at a time and place agreed by the parties, provided that no one Union member shall be away from his/her workstation for more than one (1) hour for the purpose of voting.
- 11.6 The Union shall advise the University of the result of the ballot, and shall give the University at least forty-eight (48) hours written notice of the commencement of the strike.

- 11.7 The Union undertakes not to support any strike in breach of any of the provisions of this agreement, and shall exercise its best endeavours to ensure compliance with the provisions of this agreement.
- 11.8 The parties agree that the principle of “no work, no pay” shall apply to all forms of strike action.

## **12. ACCESS TO FACILITIES**

- 12.1 The University shall provide the Union with reasonable access to the facilities available at the University, in particular:
- 12.1.1 Use of venues (lecture theatres, halls, mess rooms and seminar rooms) for Union meetings and seminars. The use of these venues shall be subject to the University’s operational requirements.
  - 12.1.2 Use of printing facilities.
  - 12.1.3 Use of the internal post-delivery and electronic mail system.
  - 12.1.4 Use of audio-visual equipment, with the relevant permission and subject to its rules.
  - 12.1.5 Use of Departmental notice boards subject to availability of space and in consultation with the relevant line manager.
  - 12.1.6 Access to the University purchasing facilities for bona fide Union purchases.
  - 12.1.7 Use of a furnished office suite, with a telephone and computer system linked to the University network system, in a location with access by members.

## **13. DISCLOSURE OF INFORMATION**

If and for as long as the Union has as members the majority of employees in the bargaining unit, and if for as long as there are in office duly elected Trade Union Representatives:

- 13.1 The University must disclose to Trade Union Representatives all relevant information that will allow the Trade Union Representatives to perform effectively the functions referred to in clause 7.3 above.
- 13.2 Whenever the University is consulting or bargaining with the Union, the University must disclose to the Union all relevant information that will allow the Union to engage effectively in consultation or collective bargaining.

- 13.3 The University must notify a Trade Union Representative or the UCTEU in writing if any information disclosed in terms of this clause 13 is confidential. Such confidential information must not be disclosed to any third party except to the extent necessary to enable such Trade Union Representative or the UCTEU to exercise any rights conferred in terms of this agreement or under any applicable law.
- 13.4 Despite anything to the contrary contained in this agreement, the University is not required to disclose information:
- 13.4.1 that is legally privileged.
  - 13.4.2 that the University cannot disclose without contravening a prohibition imposed by any law or order of any court.
  - 13.4.3 that is confidential and, if disclosed, may cause substantial harm to an employee of the University.
  - 13.4.4 that is private personal information relating to an employee of the University, unless that employee consents to the disclosure of that information.

#### **14. DEDUCTION OF UNION SUBSCRIPTIONS OR LEVIES**

- 14.1 The University undertakes to deduct Union subscriptions from the salaries of employees who authorises the University in writing to deduct subscriptions or levies payable to the Union, and remit the amount deducted to the Union monthly.
- 14.2 The Union acknowledges that the University shall, upon written notice from an employee revoking an authorization given in terms of clause 14.1 above, stop making the deduction at the expiry of the applicable notice period.
- 14.3 The University undertook to, with each monthly remittance, give the Union:
- 14.3.1 a list of names of every member from whose salary the University has made the deductions that are included in the remittance;
  - 14.3.2 details of the amounts deducted and remitted and the period to which the deductions relate; and
  - 14.3.3 a copy of every notice of revocation in terms of clause 14.2 above.

#### **15. GENERAL MEETINGS**

- 15.1 The University shall grant the Union members two hours off work each year in order to attend the Annual General Meeting.

15.2 The University shall grant the Union members one hour off work should the union call any special general meeting in terms of its constitution.

## 16. NOTICE

16.1 Any notice contemplated in this agreement may be sent by post, delivery by hand, or transmitted by fax or e-mail.

16.2 Notices may be sent to the University of Cape Town at:

16.2.1 Physical address: **Human Resources Department  
Bremner Building  
Rondebosch  
CAPE TOWN**

16.2.2 Fax No: **(021) 650-4778**

16.2.3 E-mail address: **pernl@bremner.uct.ac.za**

16.3 Notices may be sent to the University of Cape Town Employees Union at:

16.3.1 Physical address: **University of Cape Town Employees Union  
University of Cape Town  
Upper Campus  
Rondebosch  
CAPE TOWN**

16.3.2 Fax No: **(021) 650-2380**

16.3.3 E-mail address: **ucteu@bremner.uct.ac.za**

16.4 Either party may amend the address and contact details set out above by notice in writing to the other party.

## 17. GENERAL

17.1 No amendment to this agreement will be of force or effect unless reduced to writing and signed by both parties.

17.2 No extension of time, latitude or other indulgence that may be given or allowed by either party to the other, will constitute a waiver or novation of this agreement, or affect that party's rights, or prevent that party from strictly enforcing compliance with each and every provision of this agreement.

1. N.T. LUNGU

2. Christopher Keete.



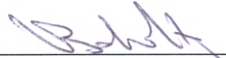
for the University: He/she being duly authorised hereto

SIGNED on behalf of the **UCTEU** at RONDEBOSCH on this 30<sup>th</sup> day of **NOVEMBER 2004**.

AS WITNESSES:

1. [Signature]

2. [Signature]



for the **UCTEU**: He/she being duly authorised hereto