

## RECOGNITION AND PROCEDURAL AGREEMENT BETWEEN

THE UNIVERSITY OF CAPE TOWN

("UCT")

and

SOUTH AFRICAN LIBERATED PUBLIC-SECTOR WORKERS UNION

("the union")

### 1. INTRODUCTION

- 1.1 The purpose of this agreement is to formalise and regulate the relationship between the parties for their mutual benefit and goodwill. 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.
- 1.2 The parties recognise 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.
- 1.3 The parties agree that the union has the right to conduct its own affairs in accordance with its 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 UCT.
- 1.4 UCT is committed to treating unions consistently. This means that it should work towards a single set of organizational rights for unions who are recognized, subject to reasonable differences that may be justified by the history of the workplace and the number of union members in different bargaining units. Existing recognition agreements with previously recognized unions will be reviewed with this in mind.

### 2. FREEDOM OF ASSOCIATION

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

### 3. ORGANISATIONAL RIGHTS

#### 3.1 Qualifying criteria to enjoy organisational rights

- 3.1.1 The organizational rights set out below will be offered to –
  - 3.1.1.1 any union that has at least 300 members employed by UCT; and

- 3.1.1.2 any other union that is recognized for collective bargaining in terms of clause 4.
- 3.2 Access
- 3.2.1 A recognized 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.
- 3.2.2 General meetings with members may be held on the premises of UCT, subject to UCT rules regarding conduct of meetings being applicable at all times.
- 3.2.3 Officials and office bearers of recognized unions will be allowed to have access to the campus -
- 3.2.3.1 to meet members during tea breaks, lunch hours, or outside normal working hours or, where reasonably required, during working hours subject to prior permission having been granted;
- 3.2.3.2 in any university building if the union has sought prior approval through the appropriate channels.
- 3.2.4 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.
- 3.3 Union meetings and facilities
- 3.3.1 A recognized 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.
- 3.3.2 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 3.3.3.
- 3.3.3 A recognized union may hold -
- 3.3.3.1 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,
- 3.3.3.2 an AGM once a year, which includes two hours during normal working time; and
- 3.3.3.3 in addition to the general meeting of members in 3.3.3.1, feedback meetings with members after meetings of the consultative forum or collective bargaining, outside working hours.
- 3.3.4 A recognized union may use the following additional UCT facilities –
- 3.3.4.1 printing facilities, at standard cost, and subject to any applicable internal rules and regulations;

- 3.3.4.2 the internal post delivery system;
- 3.3.4.3 departmental notice-boards, 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.
- 3.3.5 A union recognized for collective bargaining in terms of clause 4.1.1 will, if it has at least 500 UCT members, be given access to an office with telephone and computer email facility, at a cost proportional to the rate charged to other university based organisations for similar use or access. A union recognized for collective bargaining in terms of clause 4.1.1 with fewer than 500 UCT members will be given access to a shared office.
- 3.3.6 Access to facilities in terms of these provisions subject to such reasonable budget and cost limits as may be set between the parties from time to time.
- 3.4 Stop orders
- 3.4.1 UCT will deduct union membership subscriptions from the remuneration of all members who submit signed stop order forms.
- 3.4.2 Deductions for stop order forms delivered on or before the 3<sup>rd</sup> day of every month will ordinarily commence on the next pay date.
- 3.4.3 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 10<sup>th</sup> day of the month following the month for which the deductions were made.
- 3.4.4 UCT will stop deducting membership subscriptions from -
- 3.4.4.1 any union member who has given UCT one (1) month's written notice to stop the deductions;
- 3.4.4.2 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
- 3.4.4.3 any union member who ceases to be a member of the union for any reason.
- 3.4.5 UCT will deduct membership fees for one recognised union only, unless the employee confirms in writing that she or he wishes to pay membership subscriptions to more than one recognised union and in so doing specifies one primary union for the purpose of counting union membership numbers to determine representivity for shop stewards and bargaining rights.
- 3.4.6 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.

### 3.5 Shopstewards

#### *Number and election of Shopstewards*

- 3.5.1 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.
- 3.5.2 The number of shopstewards will be determined for one year at a time on the basis of the number of members as at the annual date for determining membership numbers, referred to in clause 5.
- 3.5.3 Shopstewards must be elected by the members who are employees of UCT following the terms of the union's Constitution and the LRA. 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.

#### *Time off for Shopstewards*

- 3.5.4 Shopstewards will be permitted up to 2 hours a month to meet during working hours to prepare for consultative meetings referred to in clause 4.4. These meetings must be arranged in consultation with line managers.
- 3.5.5 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. 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.
- 3.5.6 Time off for shopstewards is subject to the following further provisions:
- 3.5.6.1 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.
- 3.5.6.2 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.

- 3.5.6.3 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.
- 3.5.7 In addition, shopstewards are entitled to the following paid time off to receive training –
- 3.5.7.1 1 day for once-off basic training on the role and responsibilities of a shopsteward and the terms of recognition at UCT;
- 3.5.7.2 10 days per year per shopsteward, to a collective maximum of 50 days for shopstewards of one union, to attend regular training programmes; and
- 3.5.8 An employee who is also an office bearer in a union recognized for collective bargaining in terms of clause 4.1.1 is entitled to 15 days paid time off per year to attend to union business, including any training. This includes and is not in addition to the 10 days referred to in 3.5.7.2 if the office bearer is also a shopsteward.
- 3.5.9 Time off for training will be subject to the following further provisions –
- 3.5.9.1 The training must be approved by the Executive Director: Human Resources or nominee. 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.
- 3.5.9.2 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.
- 3.5.9.3 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.
- 3.5.9.4 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.
- 3.5.9.5 The chairperson of the shop stewards council of a union with at least 500 UCT members that is recognized for collective bargaining in terms of clause 4.1.1 shall be allowed up to one working day per week to conduct general Union business. The day selected shall be determined in consultation with the head of 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.

### *Functions of Shopstewards*

- 3.5.10 The functions of shopstewards are -
- 3.5.10.1 to assist and represent members in grievance procedures, disciplinary proceedings or other similar internal processes;
  - 3.5.10.2 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;
  - 3.5.10.3 if chosen by the union for this purpose, to participate in regular consultation or negotiation meetings with UCT's management.
- 3.5.11 Shopstewards and UCT managers must endeavour to establish and maintain good relations between the members, the union and UCT management.
- 3.5.12 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.
- 3.5.13 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.
- 3.5.14 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.

### *Breach of code of conduct and termination of office of shopsteward*

- 3.5.15 In the event of any serious breach of any applicable code of conduct for shopstewards, UCT may, after consultation with the union concerning the reasons for this, and on written notice to the union, vary, limit or withdraw recognition of a shopsteward. Any dispute over any such notice may be resolved using the disputes procedure in clause 7.
- 3.5.16 A shopsteward will cease to hold office and will no longer be recognised if she or he:
- 3.5.16.1 resigns as shopsteward;
  - 3.5.16.2 commits a serious breach of this agreement or any code of conduct for shopstewards after a fair process has been followed;
  - 3.5.16.3 ceases to be an employee of UCT;

- 3.5.16.4 ceases to be a member of the union; or
- 3.5.16.5 reaches the end of the term of office as shopsteward.

3.6 Full time shopstewards/ union administrators:

- 3.6.1 A union with at least 500 UCT members that is recognized for collective bargaining in terms of clause 4.1.1 will receive financial support from the university in an amount equivalent to the cost of salary of a pay class 7 employee to assist the union to employ a full time shopsteward or administrator.
- 3.6.2 The financial support may be used only to support the effective functioning of the union at UCT, and for no other purpose.

4. **COLLECTIVE BARGAINING**

4.1 Qualifying criteria for bargaining rights

- 4.1.1 A union will be recognized for collective bargaining if it represents, either by itself or acting jointly with one or more other unions in the bargaining unit, 50% +1 of the total number of employees in the bargaining unit.
- 4.1.2 Where unions act jointly for the purpose of collective bargaining –
  - 4.1.2.1 bargaining will be conducted in a single negotiating forum with all unions recognized in that bargaining unit, and not separately with each union;
  - 4.1.2.2 the unions must advise UCT in writing of their decision to act jointly; and
  - 4.1.2.3 the unions must inform UCT of the number of representatives of each union who will be represented in the negotiating forum, which must be in proportion to the number of members that each union has in the bargaining unit.
- 4.1.3 Ordinarily, a bargaining committee will comprise no more than 5 union representatives and five management representatives. Where unions act jointly for the purposes of collective bargaining, they may propose to increase this number if this is reasonably necessary to permit equitable representation, but only to that extent.

4.2 Bargaining unit

- 4.2.1 There will be two bargaining units for PASS staff, one each for:
  - 4.2.1.1 PASS staff in payclasses 1 to 6 (in the case of payclass 6, in respect of members of the recognized unions only); and
  - 4.2.1.2 PASS staff in payclasses 6 to 12.
- 4.2.2 The composition of the bargaining units will be reviewed during August 2019.

4.3 Bargaining cycle

Bargaining will take place annually, unless otherwise agreed.

4.4 Consultative meetings

UCT will schedule a consultative meeting for each bargaining unit each month, and a joint consultative meeting with all unions recognised for collective bargaining once a quarter.

4.5 Conduct in consultation and collective bargaining

4.5.1 The University and the unions, and the negotiators appointed to represent them, commit themselves to consulting and bargaining in good faith and with mutual respect.

4.5.2 The parties agree that disclosure of information is essential for a union to effectively engage in 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 LRA.

4.5.3 UCT and the union 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.

5. **DETERMINING UNION MEMBERSHIP NUMBERS**

5.1 Union membership numbers for all recognised unions will be disclosed to all recognised unions on a monthly basis.

5.2 The numbers of union members across UCT as a whole and in the separate bargaining units will be determined annually with effect from 31 July for the purpose of determining numbers of shopstewards and other recognition rights in terms of this agreement.

5.3 Recognition rights in terms of this agreement will be reviewed in August 2018.

9  
mt

6. **CHANNELS OF COMMUNICATION**

6.1 If the 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 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.

6.2 If the 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 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.



- 6.3 All parties agree to engage in the above process in good faith and with a view to resolving the cause of concern.
- 6.4 The above process will be a prerequisite for any such matter to be escalated to any other channels within the University.

## 7. **DISPUTES**

- 7.1 A dispute includes a dispute over the interpretation and application of the terms of this agreement, and any collective dispute arising from the matters dealt with in this agreement.
- 7.2 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.
- 7.3 The following steps will then be taken in an effort to resolve the dispute:
- 7.3.1 A dispute committee will be established involving at least two and not more than three senior representatives of each party to the dispute. 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.
- 7.3.2 If the dispute is not resolved within the period referred to in 7.3.1, any party may request in writing that a mediator be appointed. A mediator will either be agreed between the parties or appointed from a panel established by UCT.
- 7.3.3 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.
- 7.3.4 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.

## 8. **INDUSTRIAL ACTION**

- 8.1 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.
- 8.2 UCT and the union both 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 union will promote, support or condone any lock-out or work stoppage that is not in compliance with the LRA.

## 9. **DURATION OF AGREEMENT AND TERMINATION**

- 9.1 This agreement will continue initially for a period of 12 months. Its provisions will be reviewed in August 2019, and it will then either be renewed on the same terms or different terms, or terminated.

9.2 Despite clause 9.1, this agreement may be terminated by any party on giving not less than 90 days' written notice to that effect.

9.3 Any dispute over the validity of a notice to terminate will be resolved in terms of the disputes clause, clause 7 above.

9.4 For the purposes of the review in August 2018, <sup>(STET)</sup> ~~8~~ <sup>MT</sup> the parties agree to increase the threshold in 3.3.5, 3.6.1 and 3.5.9.5 from 500 to 600. The parties will monitor the impact on operations of the amount of time off provided in 3.5.7.2 and 3.5.9.5. Nothing in this clause prevents any party from proposing changes to any other provision of the agreement as part of that review.

10. **AMENDMENTS**

10.1 The terms agreed can be amended only by agreement reduced to writing and signed by the parties.

SIGNED AT CAPE TOWN ON THIS 10<sup>th</sup> DAY OF October 2018



FOR AND ON BEHALF OF UCT,  
BEING DULY AUTHORISED

SIGNED AT CAPE TOWN ON THIS 10<sup>th</sup> DAY OF October 2018



FOR AND ON BEHALF OF  
SOUTH AFRICAN LIBERATED PUBLIC SECTOR WORKERS UNION  
BEING DULY AUTHORISED