



RECOGNITION AND PROCEDURAL AGREEMENT

Entered into and between:

THE UNIVERSITY OF JOHANNESBURG

(herein after referred to as the UNIVERSITY)

And

THE NATIONAL EDUCATION HEALTH & ALLIED WORKERS' UNION

(herein after referred to as NEHAWU)




1. PREAMBLE

- 1.1. The objective of this agreement is to regulate and formalize the relationship between the UNIVERSITY and NEHAWU (herein after collectively referred to as the parties) according to the terms and conditions as set out in this agreement.
- 1.2. The parties agree that they have a common goal of peace and stability within the workplace situated at the UNIVERSITY and as a result it is the desire of the parties to maintain and promote harmony within the workplace.
- 1.3. The parties will seek reasonable and satisfactory solutions to disputes which may arise between them regarding the working environment of the UNIVERSITY.
- 1.4. The parties endorse the principle of freedom of association and, accordingly, recognize the right of employees to associate or disassociate with registered trade unions.
- 1.5. The parties endorse the principle that no amendments to the conditions of service of any employee, whether unionised or not, may unilaterally be effected.
- 1.6. The parties declare their mutual commitment to the maintenance of effective work standards, ethical behavioral standards, as well as fair and just labour relations practices.
- 1.7. A spirit of mutual respect should prevail in order to promote the interests of both parties and all represented by them.
- 1.8. The parties deem this agreement, the terms and conditions thereof, as binding and enforceable.

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2. DEFINITIONS

- 2.1. **'the Act'** means the Labour Relations Act 65 of 1995, as amended from time to time.
- 2.2. **'The University'** means The University of Johannesburg.
- 2.3. **'Union'** means the National Education Health & Allied Workers Union.
- 2.4. **'Office-bearers'** shall refer to the elected representatives of the Union.
- 2.5. **'Official'** as defined in the Act.
- 2.6. **'Management Representative'** means a person nominated/delegated by the University to represent it in dealings with the Union.
- 2.7. **'Eligible Employee'** means any person employed by the University of Johannesburg on any of the following bases:
- (i) permanent employees, regardless of whether they work full-time or part-time; and
 - (ii) employees employed for a fixed term, regardless of whether or not they work full time or part time, appointed for periods of not less than 12 (twelve) months.
- 2.8. **'Representative'** means no less than 20% of the total staff complement employed by the University within the Recognised Bargaining Unit, as defined, are signed up members of NEHAWU and subject to the decisions taken by Council from time to time and in accordance with the principles of the Act.
- 2.9. **'Union member'** means a member of the Union in terms of its Constitution.
- 2.10. **'Dispute'** means any matter which is declared a dispute by written notice from one party to the other which remains unresolved after reasonable efforts have been made at a consultative meeting called for the purposes of resolving the dispute.
- 2.11. **'Industrial action'** means action by Employees, the Union or the University used to pressurize the other party in the furtherance of an industrial dispute.
- 2.12. **'Day'** means, for the purpose of determining time periods in this Agreement, any other calendar day except Saturdays, Sundays and statutory Public Holidays and University Holidays.
- 2.13. **'Disclosure of information'**, as defined in Section 16 of the Act.
- 2.14. **'Shop Stewards'** means Union members elected to the position of shop steward in accordance with the Unions Constitution and as recognized by the University.
- 2.15. **'CCMA'** means the Commission for Conciliation, Mediation and Arbitration, as defined in the Act.

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- 2.16 **'Constituency'** means the Branch General Meeting called as per the Constitution of the Union.
- 2.17 **'The Council'** means the Council of the University as contemplated in section 27 of the Higher Education Act 101 of 1997 (as amended from time to time) or its delegate in terms of subsection 68(2) of the aforesaid Act.
- 2.18 **'University's premises'** means all buildings and grounds owned, leased, occupied and/or operated by the University.
- 2.19 **"Consultative Bargaining Forum (CBF)"**
Refers to the Consultative Bargaining Forum of the University wherein representatives of recognized trade unions of the University and representatives of the management of the University meet to discuss and consult on matters of mutual interest with particular reference to Eligible Employees' conditions of service and matters relating to trade unions and the University.
- 2.20 **"Institutional Forum (IF)"**
The Institutional Forum functions in accordance with the statutory functions as contemplated in clause 56 of the UNIVERSITY Statute wherein broader matters that affect Employees of the University are discussed for referral to the University Council.
- 2.21 **"Management Executive Committee (MEC)"**
Refers to the Management Executive Committee of the University.
- 2.22 **'Recognised Bargaining Unit'** means all Eligible Employees, as defined, who are employed by the University at Peromnes level 5 to Peromnes level 17.
- 2.23 **"Full-time shop steward"** means a permanent employee of the University who has been elected by NEHAWU to act as a full-time shop steward.
- 2.24 **"Employee"** as defined in the Act.

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 the parties.

4. RECOGNITION AND CO-OPERATION

4.1. The University recognizes the right of the Union to represent, negotiate and conclude agreements on behalf of its members who are eligible employees with regard to their conditions of service, and to discuss issues of mutual interest as agreed to between the parties from time to time, subject to the Union remaining representative as defined in Clause 2.8 of this Agreement.

4.2. The Union acknowledges its responsibility to ensure that their members co-operate with the University at a high level and to encourage and promote their members' commitment to the University

4.3. The Union acknowledges its responsibility to ensure that the provision of all agreements between the Union and the University are understood by the Union members and officials, and the University acknowledges its responsibility to ensure that the provisions of all such agreements are understood by Management Representatives.

4.4. The Union recognizes that the University has, and shall continue to have, the right to conduct its normal managerial functions including but not limited to placement, remuneration, job grading, promotions, transfers, demotions, planning, disciplinary action and dismissals, in terms of the relevant Policies and Procedures of the University including the provisions of the University's Disciplinary Procedure and Code. Any grievance arising out of management action which directly affects an Employee shall be pursued through the standard procedures as set out in the University's Grievance Policy.

5. VICTIMISATION

5.1. The University shall not victimise or unlawfully interfere with the Union and/or its members. The Union shall not unlawfully interfere with the University and its Employees.

5.2. The University and the Union endorse the principle of Freedom of Association and, accordingly, shall not force Employees to join the Union or prohibit them from joining the Union.

6. REPRESENTATION

6.1. For so long as the Union remains representative as defined in clause 2.8, and the other trade unions do not meet the defined threshold, the University shall recognise the Union as the exclusive bargaining representative, and will negotiate with it on conditions of service and consult with it on issues of mutual interest.

6.2. The University accepts that any member of the Union shall be represented by the Union, if she/he so chooses, on any matter as provided for by the University's Grievance and Disciplinary Procedures, other than negotiation of general wages and working conditions which shall be as provided for in terms of Clause 12 of this Agreement.

- 6.3. The University reserves the right to recognize any other trade union but shall not recognize any other trade union if they do not meet the threshold of representativeness as defined in clause 2.8.

ORGANISATIONAL RIGHTS

7. TRADE UNION ACCESS TO UNIVERSITY PREMESIS

- 7.1. The Union recognizes the right of the University to its workers during working hours, and the need to prevent activities which may interfere with work productivity. The University recognizes the importance of regular consultation among officials, shop stewards and the membership of the Union at large.
- 7.2. The University agrees to grant Union officials' access to the University to meet Union members for the specific purpose of conducting normal Union activities. Access for officials to work areas should be requested in advance and will be granted on a time and date mutually agreed to between the parties.
- 7.3. The activities should not interfere with the University operations and productivity.
- 7.4. Provided that prior permission is obtained, the University shall provide the Union with reasonable access to the facilities available to the University, in particular and in terms of the discretionary budget allocation where applicable:
- 7.4.1. Use of venues for Union meetings and programmes.
 - 7.4.2. Use of printing facilities.
 - 7.4.3. Use of the internal post-delivery system,
 - 7.4.4. Use of audio-visual equipment
 - 7.4.5. Use of notice-boards, subject to the availability of space.
 - 7.4.6. Access to the University's purchasing facilities for bona fide Union purchases.
 - 7.4.7. Use of a furnished office, with a telephone, computer and fax.
- 7.5. The University may, in its sole discretion, make a gratuitous financial budget available to the Union ("**the Discretionary Budget**"). The Discretionary Budget shall be used as per the University's financial policy to cover only the Union's operational expenses within the University. The Union's expenditure from the Discretionary Budget, if any, will be regularly monitored. The extension of the gratuity of the Discretionary Budget to subsequent years is at the sole discretion of the University and there can therefore be no expectation, prospects, rights or claims for any future gratuity. The approved discretionary budget for 2017 is annexed hereto as "A".

8. MEMBERSHIP DEDUCTIONS AND LEVIES

- 8.1. The University agrees to deduct Union subscriptions from the salaries of paid-up Union members at the end of each month. The Union agrees to submit properly signed stop order forms to the University for each paid-up member.
- 8.2. The University shall remit to the Union the amount of such deductions together with a record of those from whom deductions have been made, not later than the tenth (10) day of the calendar month following the month on which such deductions were made.
- 8.3. The Union agrees to inform the University in writing in advance of any change in the amount of Union subscriptions. Changes in the number of subscriptions shall be affected strictly in terms of the procedure set out in the Union's constitution.
- 8.4. Any union member may, on one calendar months' notice, cancel the stop order authorization by handing to the Union the signed stop order cancellation form with the resignation letter attached thereto. The Union undertakes to notify the University of such cancellation.
- 8.5. The University shall not be responsible for the collection of any arrears subscription fees, except in the case of an administrative error by the University.

9. UNION REPRESENTATIVES/ SHOP STEWARDS AND LEAVE FOR UNION ACTIVITIES

- 9.2. The number of shop stewards to be elected shall be in terms of the Act.
- 9.3. The election of shop stewards shall take place on a working day, at a time and on a date determined in consultation between the Union and the University. The Union shall inform the University in writing of the names of all elected shop stewards.
- 9.4. The University accepts that shop stewards shall have the right to make representations on behalf of the Union's members in accordance with the terms of this or any other written agreement between the parties.
- 9.5. Should the University intend to institute disciplinary proceedings against any of the elected Shop steward/s, it shall do so in accordance with Schedule 8 of LRA.
- 9.6. The Union and the University recognizes the importance of trained, effective shop stewards. To this end, the University agrees to allow shop stewards the following time off on full pay to receive training:
 - 9.6.1. In terms of the NEHAWU training programme which is an addendum hereto as "B" and will continue accordingly in following years unless otherwise agreed to.
 - 9.6.2. A once-off basic training of five {5} consecutive working days to familiarize existing and future shop stewards with the contents of this agreement and the conditions of service of the University Employees.
 - 9.6.3. Absence from work in terms of clauses 9.6.1 and 9.6.2 shall be subject to the appropriate arrangements being made with the shop steward's immediate line manager, which arrangements shall take account of the needs of the Department/section/division where the shop steward works. Every endeavor shall be made by the University to reasonably accommodate such requests for absence from work but the principle of the operational requirements of the University must

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be seen as priority.

9.6.4. The Union shall give to the University at least 48 (forty-eight) hours written notice setting out the names of shop stewards to participate in an approved training programme.

9.7. The University shall allow a reasonable amount of time off to shop stewards for preparations for grievances and representation of workers in terms of the University's Grievance, Disciplinary or any other written Procedures.

9.8. Where he/she needs to represent Union members during working hours arrangements shall be made between the shop steward and his/her line manager and, where necessary, the line manager of other Employees.

9.9. Any reasonable action taken by a shop steward in good faith in pursuance of his/her duties within the terms of this Agreement shall not affect his/her employment with the University. The behavior of shop stewards remains subject to the Constitution of the Union and the Disciplinary Code of the University. The Act and associated Codes of Good Practice will be implemented in the application of disciplinary code against a shop steward.

9.10. The University shall allow time-off for shop stewards to hold branch meetings on a fortnightly basis, subject to the operational needs of the University

9.11. A shop steward shall vacate his office on account of any one or more of the following circumstances:

9.11.1. on his/her resignation as a shop steward,

9.11.2. if he/she ceases to be an Eligible Employee of the University,

9.11.3. on the expiry of his/her terms of office as a shop steward,

9.11.4 in terms of the constitution of the Union.

9.12 Full time Shop steward

9.12.1 The Union will elect one of the elected shop stewards to act as a Full-time Shop steward.

9.12.2 The Union will qualify to have a Full-Time Shop steward if it is representative as defined in clause 2.8 of this Agreement

9.12.3 The terms and conditions of the relationship of the Full-Time Shop Steward and the University shall be described in an agreement with the full-time shop steward, the University and NEHAWU.

10. DISCLOSURE OF INFORMATION

- 10.1.** The University undertakes to disclose all relevant information to the Union as defined in section 16 of the Act
- 10.2.** The disclosure shall be confined to the Bargaining Unit, as defined, in respect of which the Union requires the relevant information, subject to the Union being recognized in respect of the Bargaining Unit.
- 10.3.** When the University declines to provide the information requested, it shall state the reasons for its refusal as fully as possible in writing.
- 10.4.** Any dispute concerning the disclosure of information shall be referred in terms of the dispute procedure of this agreement.

COLLECTIVE BARGAINING


11. CONSULTATIVE MEETINGS

The following meeting shall be held at the University:

- 11.1.** Meetings shall take place between the Shop Stewards and Management Representatives of the University as per the CBF Constitution.
- 11.2.** The purpose of consultative meetings shall be to discuss:
 - 11.2.1.** Departmental issues,
 - 11.2.2.** Employee facility matters,
 - 11.2.3.** Issues of rights as agreed to between the parties from time to time.

12. CONSULTATIVE BARGAINING FORUM (CBF)

- 12.1.** The Union may meet to discuss and consult where appropriate on behalf of Union members, as defined in clause 2.19:
 - 12.1.1.** Mutually agreed conditions of employment.
 - 12.1.2.** The interpretation of this Agreement and all other agreements entered between the University and the Union.
 - 12.1.2** The CBF forum will also be the vehicle for the annual substantive negotiations.
- 12.2.** Should a deadlock be reached, the matter shall be dealt with in accordance with the provisions of the LRA.

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- 12.3. Either party may request emergency meetings with the other. An agenda shall accompany such a request. The meeting shall be held within 7 (seven) days of receipt of the agenda, or such shorter period as may be mutually agreed to between the parties.
 - 12.4. The parties will endeavor to commence substantive negotiations on August of every year.
 - 12.5. Any agreement arrived at by the CBF shall be reduced to writing and signed by both the University and the Union and shall be binding on the parties for such period stipulated in any such agreement. The parties further agree that any substantive agreement entered shall not be disputed for the period of operation of that agreement.
 - 12.6. In the event of the parties failing to reach agreement, either party shall invoke the Dispute Resolution Procedure contained in clause 14.

13. BRANCH GENERAL MEETINGS

- 13.1. The University and the Union recognizes the importance of a well-informed workforce who can participate fully in decisions related to the work situation or of general interest to the workforce. To this end, the University agrees to give time off for general members' meetings.
- 13.2. Twelve general members' meetings may be held per annum, provided that the Union motivates in writing a request for the waiving of this provision should circumstances warrant it. The University shall not unreasonably refuse such a request. Expenses to host such meetings may be covered from the budget, if so allocated, as per this Agreement.

14. INDUSTRIAL ACTION

- 14.1. The Union and the University reaffirm their fundamental belief in dialogue, discussion and negotiation as being the method of conducting industrial relationships.
- 14.2. The parties agree that where a need arises necessitating either party resorting to protected industrial action, such party shall observe the requirements as contained in the Act.
- 14.3. The parties agree to abide by the strike, lock-out and picketing rules as shall be agreed to between the parties and/or as provided for in the LRA

15. SOCIO ECONOMIC PROTEST ACTION (MARCHES)

- 15.1. The University recognizes and notes the calls from time to time for Employees to participate in socio economic protests subject to it being done in a peaceful orderly and lawful manner and with the assurance of the safety of all involved and in terms of the provisions of the LRA.

16. SECONDARY STRIKES

- 16.1 The University acknowledges the right of trade union members to participate in secondary strikes in compliance with the provisions of the Act. The parties record their commitment to limiting the harmful effect such strike action may have as far as possible

17. DURATION OF AGREEMENT

- 17.1.** The Agreement shall come into operation on the date of signature by both parties and shall remain in force subject to clause 18 below.

18. TERMINATION OF AGREEMENT

- 18.1** Either party may terminate the Agreement:

18.1.1 By giving the other party 90 (ninety) days prior written notice to that effect;

18.1.2 With immediate effect, should either party act in material breach of this Agreement, after having been given written notice by the other party of the nature of the breach and fails to remedy such breach within a period of 14 (fourteen) calendar days;

18.1.3 Should the union representativeness of the Union fall below 20%, then the University will give the Union 90 (ninety) days' notice to improve its representivity. If the Union fails to improve its representivity within the notice period and the University may terminate this Agreement in writing without any further notice to the Union.

19. VARIATION AGREEMENT

- 19.1.** No variation of this Agreement shall be of any force or effect unless same is reduced to writing and signed by both parties to this Agreement.

20. DISPUTE RESOLUTION PROCEDURE

In the event of the parties being unable to resolve either a dispute of a matter of mutual interest or a dispute of right (i.e. the interpretation and application for this Agreement):

20.1 The aggrieved party shall, in writing, declare a dispute and furnish particulars of the issue(s) under dispute to the other party, Such notice shall set out the nature of the dispute and the proposed terms of settlement.

20.2 Within 7 (seven) days of receipt of the declaration of the dispute, the answering party shall serve on the aggrieved party an answering statement in which it shall respond to the allegations in the statement of dispute and shall state its position in regard to the desired solution.

20.3 The parties shall meet within 10 (ten) days of the answering statement being served and shall attempt to resolve the dispute. Further meetings between the parties may be held by mutual agreement.

20.4 In the event that no agreement is reached regarding the dispute at meetings held in terms of 20.3 above, any party can refer the dispute to the CCMA as per the provisions of the Act.

- 20.5 The Union members shall not resort to industrial action until the procedures laid down in this Agreement and the Act or any other applicable legislation has been exhausted.

21. GENERAL

- 21.1. Officials and/or office-bearers of the Union shall at the request of shop stewards, be entitled to attend any meeting called in terms of this Agreement.
- 21.2. No relaxation or indulgence which the University or the Union may grant to the other party shall constitute a waiver by the former of any of its rights under this agreement, or a substantive agreement.
- 21.3. Where the University consent and agreement is required in terms of this agreement, it shall not be unreasonably withheld.
- 21.4. Normal ordinary wages (excluding overtime payments) shall be paid to Union members who attend meetings with the University during their working hours, or who attend to grievances or related matters, or who attend Union meetings, provided that they comply with the provision of this Agreement.
- 21.5. The Union shall inform its members of the broad terms of this Agreement. The University shall inform new employees of the existence of the Union and any other employee representative bodies.
- 21.6. Minutes of CBF meetings and Bilateral meetings shall be recorded by a representative of the University, and copies thereof shall be sent to the Union as soon thereafter as practically possible.

22. DOMICILIA AND NOTICES

For the purpose of this Agreement, including the giving of notices and the serving of legal process the University and the Union choose domicilium citandi et executandi ("**domicilium**") as follows:

THE UNIVERSITY

P O Box 524, Auckland Park, 2006.

Corner of University and Kingsway Avenues, Auckland Park, 2006.

Tel: 0115593977

Fax: 0115593173

NEHAWU

56 Marshall Street Marshall Town
2024

Tel: 011 833 2902

Fax: 011 833 0757

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Either party may at any time change its address by notice, in writing provided that the new domatium is or includes a physical address at which process can be served.

Notice given in connection with this Agreement shall be delivered by hand, be sent by prepaid registered post or sent by facsimile to the chosen domicilum of the other party.

THIS DONE AND SIGNED AT UT ON THE 19th
DAY OF November 2021

FOR THE UNION:

HEUY MASETE

Signature:

[Handwritten Signature]

FOR THE UNIVERSITY: Ramodidi Kgaole for Director Employment Relations & Wellness

Signature:

[Handwritten Signature]

WITNESSES:

Nathanial Mudzungu, FATIMAH MAJAH

NAME:

[Handwritten Signature]

NAME:

[Handwritten Signature]

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