

**SUBSTANTIVE AGREEMENT BETWEEN THE UNIVERSITY OF CAPE TOWN
AND THE NATIONAL EDUCATION HEALTH AND ALLIED WORKERS' UNION**

REMUNERATION REVIEW FOR 2011

1. Preamble

This document serves to record the agreement reached between the University of Cape Town (UCT) and the National Education Health and Allied Workers Union (NEHAWU) in respect of salaries and conditions of employment for the period 1 January 2011 to 31 December 2011. This agreement, unless otherwise stated, will only apply to permanent staff in Payclasses 1 to 4, and to Payclass 5 as outlined in **Annexure 1** of this Agreement.

2. Change in benchmark for PASS 1 to 5 salaries

The parties agree to realign the UCT standard package from the 50th percentile of the National All Jobs Market to the 60th percentile of the National All Jobs Market, subject to affordability and future negotiation between the parties, with effect from 1 January 2011. The parties will allow a 5% tolerance level above and below the 60th percentile of the National All Jobs Market and will use a combination of CPI and other market data and trends as well as the ability of the University to afford market-related increases when determining annual increases.

In this instance the standard package referred to above equates to the Rate per Payclass (RPP) for Payclass1 – 4 and the midpoint of Payclass 5.

3. Increases in the Cost of Employment for Payclasses 1 to 4

The new pay scales for Payclasses 1 to 4 are based on total Cost of Employment per payclass, and will increase by 6% per Payclass with effect from 1 January 2011.

The new COE rates per payclass for Payclasses 1 to 4 for 2011 are:

PE and T3

Rate per Payclass - 2011
Payclass 1 – 73,307
Payclass 2 – 81,668
Payclass 3 – 92,631
Payclass 4 – 100,188

4. Family Responsibility Leave

The parties agree to the implementation of the revised family responsibility leave provisions, attached hereto as an addendum (**Annexure 2**), with effect from 1 January 2011.

5. Occupation Specific Dispensation (OSD) for Nurses

The parties agree that the University Management will investigate the application of OSD to Nurses, as part of a broader investigation of other clinical posts located elsewhere within the University.

6. Resourcing of the Union

The parties agree that the University will resource the Union as follows:

- a) Funding for an Administrator equivalent to the cost of employment of a Payclass 7 employee at the top of the range, provided that the Union employs a full-time Union Official.
- b) An office on the Upper Campus, with basic furniture (desk, desk chair, one (1) filing cabinet, and four (4) office chairs) with telephone and internet access points.
- c) The continued use of a University-owned entry level desktop computer and printer.
- d) The right to use
 - (i) Bookable venues, subject to operational requirements;
 - (ii) Internal mail and email;
 - (iii) Bookable audio-visual resources, subject to operational requirements;
 - (iv) Notice boards, as may be agreed by the relevant head / manager; and
 - (v) University purchasing facilitiesfor *bona fide* Union activities.

7. Staff Development for NEHAWU Administrator

The parties agree that, as the Administrator's salary is funded at the top of Payclass 7, staff development interventions identified by the Administrator in order to improve his/her skills and competencies in the performance of his/her function will be paid for from the amount that is the difference between the Administrator's actual salary and the top of the pay scale.

8. External Disciplinary Enquiry Chairs

The current PASS Disciplinary Procedure will be amended with effect from 1 January 2011 to allow the Employer, at its discretion, and after consultation with the employee who is the subject of the disciplinary enquiry and his/her representative, to appoint an independent person not employed by the University to chair a disciplinary enquiry, where such may be required.

9. Mediation Policy

The parties agree that the Mediation Policy as proposed by the Alternative Dispute Resolution Working Group (ADRWG) and approved by the University Council, be implemented for PASS staff in the bargaining unit, with effect from 1 January 2011 (**Annexure 3**).

Dated at **RONDEBOSCH** this **17th** day of **DECEMBER 2010**.

UNIVERSITY

NEHAWU

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**AGREEMENT ON 2011 SALARY INCREASE IMPLEMENTATION IN
RESPECT OF PAYCLASS 5**

1. The parties agree that the 2011 salary adjustments in respect of staff in payclass 5 will continue to be processed making use of performance management, under the agreed Personal Performance System (PPS), as a tool to determine a staff member's salary adjustment for 2011, which will be in line with the agreed outcomes of their performance discussions and ratings with their respective line managers.
2. The parties agree that the market related increase applied to staff in Payclass 5, for the 2011 salary adjustments will be a market move of 6% on the 2010 pay ranges, with effect from 1 January 2011. This increase will take into account the decision by the University to realign the UCT standard package from the 50th percentile of the National All Jobs Market to the 60th percentile of the National All Jobs Market, as proposed under Clause 2 of the main agreement.

Family Responsibility Leave Policy

Effective date: 1 January 2011

Last updated: 8 December 2010

Policy owner: EDHR

Enquiries: HR Advisors

Purpose

The purpose of this policy is two-fold:

- to provide paid leave for staff requiring time away from work on compassionate grounds; and
- to provide paid paternity leave for fathers at the birth or adoption of a newly born child.

Applicable to

To all staff employed by the university who are either permanent, on a contract, or employed for more than four days per week.

Related legislation

Family responsibility leave is provided for in section 27 of the Basic Conditions of Employment Act 75 of 1997.

Background

Family responsibility leave replaces the leave categories previously known as compassionate and paternity leave.

Policy principles

The principle of this policy is to bring the university's provision of family responsibility leave in line with the categories catered for under the Basic Conditions of Employment Act, while retaining some provisions provided for under the compassionate leave previously provided.

Policy definitions

"**Immediate Family**" means a spouse, life partner, parent, adoptive parent, grandparent, child, adoptive child, grandchild and sibling.

Family Responsibility Leave

1. It is acknowledged that similar emotional anguish to that of the death of a spouse or child may also result from the illness of a staff member's immediate family.
2. Family responsibility leave may be granted where a member of the staff member's immediate family is ill, and in need of medical attention from a registered medical practitioner, or upon the death of member of the immediate family.
3. A total of five (5) working days' family responsibility leave per annum may be granted to a staff member on compassionate grounds, for reasons related to:
 - (a) a child taking ill ;
 - (b) a spouse or life partner taking ill;
 - (c) the death of a member of staff member's immediate family.
4. Family responsibility leave provided for in item 3 (a) and (b) above shall be granted subject to the staff member providing upon his/her return to work proof in the form of a medical certificate, of the use of this leave for the purposes of looking after an ill member of the immediate family.
5. Family responsibility leave as provided for in item 3 above, can be taken from the total allocation of five (5) working days per annum referred to in item 3 above, as a block of consecutive days or in any other combination.
6. Heads of Departments and Line Managers must forward proof of the reasons for taking family responsibility leave to the Human Resources Department for purposes of data capturing.
7. If a staff member's need to look after a seriously ill member of his or her immediate family continues beyond the five days' family responsibility leave, he or she may apply to take annual leave or if necessary leave without pay. In the case of Professional Administrative and Support Services (PASS) staff, any leave taken in addition to the five days family responsibility leave will be deducted from the current annual leave credits or, in special circumstances approved by the Executive Director: Human Resources from leave due in the next cycle.

8. Note that as a consequence of this change to leave policy, compassionate leave falls away.

Paternity Leave

1. A staff member who is a permanent member of staff or who has more than two years of continuous service on one or more temporary fixed term contracts, and is the father of a newly born child (or has adopted a newly born child) may be granted paternity leave on full pay for a maximum period of five working days, subject to the following conditions:
 - a) The staff member must notify his line manager of his intended paternity leave, at least two months before the expected birth or adoption;
 - b) If the staff member is not married to the mother of the child, he will be required to submit, in support of his application, a Registration of Birth Certificate in which he is recorded as the child's father, upon his return from leave. Until such time as the Birth Certificate is submitted, the leave will be recorded as annual leave;
 - c) In the case of a legal adoption, the staff member must submit documentary proof of the adoption, and a written motivation in support of his application for paternity leave, for consideration by the Executive Director: Human Resources. In general, paternity leave is only granted at the time of the adoption of a young baby;
 - d) Applications for paternity leave must be submitted via Heads of Department to the Human Resources Department;
 - e) Should the staff member request an additional five working days of leave, either as part of his annual vacation leave or as unpaid leave, his request must be granted.

University of Cape Town

MEDIATION POLICY

PREAMBLE

- The University recognises that a positive working environment and positive working relationships can have a positive impact on staff and student well-being. It can also lead to better performance, improved employee retention and reduced stress-related absence.
- The University also recognises that conflict in the workplace is normal and expected and when it does we wish to support staff and managers to work together to resolve disputes and conflicts.
- The aim of this policy is to provide individuals or groups with a framework for resolving conflicts in a way which is impartial, objective, and part of a transformative approach in responding to, and providing a healing environment for restoring and maintaining healthy working relations at the workplace
- The mediation process will primarily be offered as a tool where two or more parties are in dispute. The aim is to resolve conflict at the earliest possible opportunity and to encourage the parties to resolve their differences without having to go through a formal process such as the Grievance Procedure. Managers, supervisors and Trade Union Representatives can assist with this aim by supporting and encouraging members to engage with mediation as a way to resolve conflict at the earliest opportunity.

1. INTRODUCTION

- 1.1 This document outlines the mediation principles and procedure which will be used by UCT's internal mediators. In cases where mediation is provided by the University, or by an external mediation provider (where

recommended by the Office of the Ombud), the principles of mediation will remain the same, although the procedure may be different.

1.2 Mediation is an agreed process, entered into voluntarily, in which independent intermediaries assist participants who are in dispute to reach a settlement of that dispute. Mediation is a separate process from the Grievance Procedure, and aims to move away from adversarial procedures and resolve issues as early as possible.

1.3 Mediation may be used before invoking the formal procedures or at any stage of the formal procedures where the parties agree that engaging in the mediation process may resolve some or all of the issues.

1.4 The aim of the process shall be to seek an early resolution of the issues by:

- Identifying common aims, objectives and interests;
- Re-establishing lines of communication; and
- Developing proposals for settlement.

2. GENERAL PRINCIPLES

2.1 Mediators will maintain complete confidentiality and the parties will be asked to sign a confidentiality agreement and guidelines. None of the parties to the process may be required to give evidence during a formal investigation about anything said at mediation.

2.2 Mediation is non-prejudicial and the parties do not waive their rights to access other procedures or processes by agreeing to participate.

2.3 Mediation is an informal process which is often more effective if the parties involved in the dispute engage unaccompanied in discussions with and through the mediators. However, staff may, but need not be, accompanied by a colleague of choice. Legal representation is not permitted.

2.4 Not all issues or circumstances are suitable for mediation. The mediators will assess the case at the initial meetings and advise the

parties if it is appropriate to proceed. The parties may also decide at this stage that mediation is not suitable for them.

2.5 The parties cannot enter into any agreement that may modify or impinge upon their own or another's employment rights or that might alter the terms of employment contracts.

2.6 Either party may pause or end proceedings at any stage and revert to the formal procedure.

3. ROLES AND RESPONSIBILITIES OF PARTIES INVOLVED IN MEDIATION

3.1 Staff & Students

Parties to mediation are voluntary participants in the mediation process and agree:

- To engage positively and meaningfully in the process
- To respect the dignity and feelings of the other party
- To use the process in good faith with a view to improve relationships
- To be honest and truthful in the meetings with the mediator
- To use the mediation process for contributing to a environment where staff and/or students are able to achieve their own potential to work and learn, as well as to recognise the potential and humanity in others

3.2 UCT

- The University agrees to allocate a sufficient period of time for the completion of the mediation process and meet the direct costs arising from the process.

3.3 Mediators

- The Office of the Ombud and Discho (or assisted/supported by Discho) will be responsible for the training of mediators and

management of the arrangements for the entire mediation process.

- At the initial stage, the mediator/s will forward a copy of this document to both parties, and will meet separately with them, to assess the suitability of the issues to mediation and the readiness of the parties to participate. They will explain fully their role and the mechanics of the mediation process.
- The mediators do not reach agreement for the parties nor do they make a determinative adjudication.

3.4 Availability of Mediators

The Office of the Ombud will provide internally trained and experienced mediators, or with other available resources, or, where recommended by the Office of the Ombud, an external mediation provider.

4. MEDIATION PROCEDURE

- 4.1 A party involved in a dispute or grievance with another member of staff, (including a student) should initiate the mediation process by directly communicating to the Office of the Ombud. Any request of this nature that has been received by any other department, faculty or unit of the University shall be forwarded to the Office of the Ombud.
- 4.2 Upon receipt of agreement from the parties the Office of the Ombud shall liaise with HR and Discho, which will provide an independent mediator, who will have had no previous involvement with the issue/s.
- 4.3 The mediator will communicate both parties advising of the date/time/venue of the initial meetings and provide information on the mediation process. This will normally be within 10 working days of the formal notification to the Office of the Ombud.

- 4.4 Meetings with the mediators will be held in a neutral venue. Parties involved in the process will be allowed reasonable time, at work, to prepare and participate in the process.
- 4.5 The mediators will meet with each party separately to outline the process and ascertain the details of the issue/s to be resolved.
- 4.6 Not all issues or circumstances are suitable for mediation and an assessment should be made by the mediators at the initial meetings on the suitability of each case for mediation. Where they consider mediation would not be appropriate they shall advise the parties who may then decide to proceed by invoking the formal procedures. The parties may also decide at this stage that mediation is not suitable for them.
- 4.7 The mediators will facilitate a process that will enable the parties to identify, discuss and prioritise the key issues and to enter into a negotiation process with each other about options for resolution and how they can move forward.
- 4.8 If necessary, the mediator will assist the parties to draw up an agreement, if one has been reached. This agreement is confidential to the parties unless they agree to share it with the University (in some instances, for example, the agreement may include a request for action from the University). The University will be notified by the mediator as to whether an agreement has been reached through the Office of the Ombud.
- 4.9 During the process the following principles will be adhered to:
- All meetings are confidential. The only exception to this rule is where there is evidence of a serious breach of Statutory/University rules or policy or where there is evidence of serious risk to health and safety. In those circumstances the Office of the Ombud will have the discretion to terminate the process.
 - All parties have the right to withdraw from the process at any time.
 - Mediation is voluntary and is not legally binding.

- 4.9 Any personal notes taken by the parties or the mediators during mediation are to be destroyed at the end of the process.
- 4.10 The Office of the Ombud will receive a statement of outcome between the parties as facilitated by the mediator. This is solely for the purpose of identifying any resource implications for the school and planning their implementation. The Office of the Ombud will also be advised of any review date for the parties.
- 4.11 Where mediation has been unable to resolve the matter/s, any party to this process may choose to proceed through the formal procedures.