



MEMORANDUM OF AGREEMENT FOR 2019

between

**UNIVERSITY OF CAPE TOWN
(UCT)**

and

UCT EMPLOYEES UNION (EU)

1. SCOPE AND DURATION

This agreement applies to all employees within pay classes 7 to 12. The period of the agreement is, in respect of the pay increases referred to in clause 2.1, the period 1 January 2019 to 31 December 2021, and in respect of other matters, the period 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 in 2019 as follows:

Payclass	UCT std Package 2018	60th percentile of National All Jobs	Comp Ratio National	Increase for 2019	2019 CoE
PC07	320 639	335 016	96	6,8%	342 443
PC08	353 522	359 412	98	6,4%	376 148
PC09	418 435	423 996	99	6,4%	445 215
PC10	521 333	505 992	103	6,4%	554 699
PC11	639 730	619 008	103	6,4%	680 673
PC12	867 177	815 856	106	6%	919 208

1

Handwritten signatures of representatives from the University of Cape Town and the UCT Employees Union.

- 2.1.2 Increases will be effected in 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. This will include staff who have taken early retirement at the end of the 2018 performance cycle and going forward.
- 2.1.4 In the following two years the cost of employment will be increased by an amount which in the aggregate, applying a weighted average across payclasses 7 to 12, is equivalent to –
- 2.1.4.1 With effect from January 2020, Western Cape CPI (calculated year on year as at 30 June 2019) plus 1%; and
- 2.1.4.2 With effect from January 2021, Western Cape CPI (calculated year on year as at 30 June 2020) plus 1%.
- 2.2 **COE Structure**
- 2.2.1 The parties agree that a 13th 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 13th 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.
- 2.2.3 The payslip guide (Understanding your UCT payslip) will be distributed to Employees' Union members to assist with understanding CoE and their payslips. For permanent full-time staff, daily and hourly rates are calculated as follows: CoE/12/21.67 (daily) /7.5 (hourly).
- 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 and includes other medical insurers). 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, 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.
- 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 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 Primary Care service provider selected, with effect from the date agreed with the service provider.

MA7  2 

2.4 Social Assistance

- 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, co-ordinate 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.
- 2.4.4 UCT undertakes to follow up with progress and assistance and monitor the successful take up of this service including the school fee bursary scheme from the 2018 substantive agreement. The Banks offering preferential rates and services will be invited to present at the Consultative Forum during 2019.

2.5 Education

UCT staff tuition policy for staff and dependents

- 2.5.1 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 –
- 2.5.1.1 100% fee remission (UCT tuition costs covered in full) for staff in PC7 to PC12 (for their own study);
 - 2.5.1.2 90% fee remission (10% staff tuition rate for UCT studies) for qualifying dependents of staff in PC7 to PC12.
- 2.5.2 The parties agree to review the policy insofar as it concerns a fee remission for spouses at UWC, taking into account any possible inconsistency that may exist between policy and past practice by 31 March 2019.

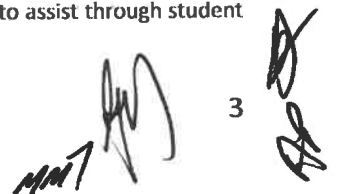
Staff bursary policy

- 2.5.3 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.

Automatic entrance to UCT if dependents meet entrance criteria

- 2.5.4 Unsuccessful applicants currently have a right of appeal to the faculty admissions committee or dean and to provide grounds for discretionary reconsideration by the faculty. The admissions office is available to assist through student recruitment advisers on the best route to take for their appeal.

3



2.6 Transformation

- 2.6.1 This matter has been discussed in the University Transformation Advisory Group and Employment Equity Forum and is on the agenda of the Transformation Forum for 2019.
- 2.6.2 Management agrees that succession planning in Faculties and Departments should be rolled out through the Development Dialogue Performance management system and agrees that this should form part of the broader review in 2019.
- 2.6.3 Management agrees that job shadowing and experience planning should also form part of the broader review of performance management systems in 2019.

2.7 Whistleblowers

- 2.7.1 Management agrees that the union will be provided with a periodic/ quarterly update on the matters referred to the hotline, investigations conducted, and any action taken in response to findings made.

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. Where there are less than 22 days, this should be acknowledged and taken into account in the staff member's Development Dialogue process.

2.10 Review of development dialogues

- 2.10.1 Management will continue to consult with the union in the current and ongoing review of Reward and Recognition at UCT, including in relation to development dialogues.
- 2.10.2 The parties agree that excellence for performance within Key Performance Areas (KPAs) is awarded based on "how" the KPA was delivered in a manner that exceeded the agreed expectations as well as for delivering on work in addition to the KPAs which had been agreed for the cycle under consideration. Where this does not happen, the union should bring this to the attention of management in addition to the annual appeals process which is in place.
- 2.10.3 Areas where there is consistent disregard for the application of the Development Dialogue performance management scheme will be escalated to their line managers.

2.11 Selection Committees

MMT  4 

Management agrees to propose to Council in the course of a review on recruitment and selection policies (i) that selection committees should where reasonably practicable include a staff member from a lower payclass than the position being recruited, drawn from the area or department where the recruitment is taking place; and (ii) that where selection committees for senior executive positions provide for elected PASS representatives, these should be nominated by unions recognised for the relevant payclasses rather than by a direct election process by staff.

2.12 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.

2.13 Representation at Senate and Council

Management will keep the union 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 (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 Placement of employees below standard package

2.15.1 Placement below standard package will be based on experience when the staff member is new to the job.

2.15.1 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 in the annual increase exercise. Staff who have agreed in their performance assessment and Development Dialogue process with their line managers that they are fully meeting requirements of the job will be paid at standard package from the date of the annual increase exercise where the fully meeting rating is applicable.

2.15.2 This will be monitored by the remuneration office during the annual increase exercise.

2.15.3 Placement within ranges based on performance will form part of the current review of recognition and reward with the unions. Pending any changes as part of that review, the current practice will remain as previously agreed with unions.

2.16 Internal advertisement of jobs before external advertisement

Management agrees to retain the two week internal advertisement of jobs subject to recruitment and selection being aligned to UCT's Employment Equity Plan and targets. Management wishes to assess both the success and disadvantages of this arrangement in terms of Employment Equity. In tandem, due consideration will be given to the development of further models which include the simultaneous achievement of staff development, career and succession planning, employment equity and turn-around times.

2.17 Paternity Leave and Family Responsibility Leave

2.17.1 Management agrees to increase paternity leave to 10 days once the relevant legislative amendment has come into effect.

5



2.17.2 Management will encourage line management to accommodate requests for leave for the many religious observance days and show sensitivity in approval of these days. This discussion is to continue in the consultative meeting as it ties in with the inclusivity agenda.

2.18 Injury on duty claims

The parties agree that UCT will facilitate all such claims. Management agrees to facilitate more assistance to staff and that a quarterly report will be provided at the workplace forum or consultative.

2.19 Financial Governance

2.19.1 Management will invite procurement to the Consultative Forum to discuss vendors and purchasing cards in order to facilitate feedback between the Union and Finance.

2.19.2 Management agrees that

(i) HOD's are allowed to obtain additional quotes other than that of the ones received from preferred vendors. At present UCT has in excess of 8000 Vendors demonstrating that it does add temporary Vendors as and when required. One time vendors, have been replaced by temporary vendors, as such three purchases can now be made against a vendor of such status before they will be blocked in SAP.

(ii) There is no risk to UCT when someone quotes in excess unless UCT commits to the order but such repeated offences should be brought to the attention of the Vendor Management team and the Head of Procurement. The process of reporting and consequence management will be discussed when procurement presents to the consultative forum.

2.19.3 The outcome of audit findings of abuse or irregular use of Pcards at all level of staff will be shared in an appropriate form with the union [quarterly/ on a regular basis] where such information is not confidential.

2.19.4 The parties acknowledge that abuse of vendors and purchasing cards can be reported to the whistleblower hotline.

2.20 Parking

2.20.1 Parking costs will increase from R84.00 to R88.00 per month for Yellow Bays and from R134.00 to R141.00 per month for Red Bays.

2.20.2 Management agrees that 115 Red Bays will be allocated annually on a first come, first served basis for all levels of staff. For 2019 all applications will be pooled and the first 115 drawn will receive the red bay parking allocation for 2019. For 2020 there will be a call out for applications in November in order to ensure placement is made by January 2020.

2.20.3 Management agrees to relax the enforcement of colour coded parking during the vacation periods. Staff with disks will be permitted to park in any coloured bays, with the proviso that the Properties & Services (P&S) Department will prescribe the period based on activity on campus. This will be earmarked as a trial run in 2019 to assess the impact and if found to be detrimental to P&S and University Operations, UCT reserves the right to discontinue this arrangement and to revert back to the original agreement. Non disc-holders will not be included in this arrangement.

2.21 Long service awards

2.21.1 These will be increased as follows:

Handwritten signatures and initials are present at the bottom right of the page, including a large signature and several smaller initials.

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

2.21.2 The parties will refer the issue of any changes to the long service awards to the consultative, pending negotiation in the next bargaining cycle.

2.21.3 The policy states that 'All continuous service whether permanent or temporary (excluding ad-hoc or paid-on-claim), full-time or part-time is recognized for long service awards. Continuous service is deemed to not be interrupted by a lapse totaling six months or less'. For an award to qualify as a long service award, the asset (this includes vouchers which are considered to be assets) must have been given by an employer to an employee for being in employment with the same employer for—

- an initial unbroken period of service of at least 15 years; or
- any subsequent unbroken period of service of not less than 10 years.

On this basis any long service awards under 15 years must be taxed.

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 within 5 days 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 agreement 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.

mm7  7 

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 18 day of March 2019.

UNIVERSITY OF CAPE TOWN

Matthew Tainton

[Signature]

EMPLOYEES UNION

Andrea Plos (EU President)

[Signature]

[Signature] mat [Signature]