

AGREEMENT

Between:

**NELSON MANDELA METROPOLITAN UNIVERSITY
(NMMU)**

and

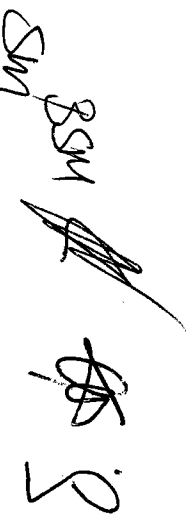
**NATIONAL TERTIARY EDUCATION UNION
(NTEU)**

and

**NATIONAL EDUCATION HEALTH & ALLIED
WORKERS UNION
(NEHAWU)**

1. INTRODUCTION

- 1.1. Differences have arisen between the parties in regard to adjustments to the remuneration of permanent employees in Peromnes Grades 5 to 18, as a result of the discontinuation of notch increases in 2005 (the Notch Increase Dispute).
- 1.2. These differences have resulted in the following:
 - 1.2.1. The referral by NEHAWU and NTEU of a dispute to the CCMA under Case Reference ECPE966-13 citing NMMU as the respondent (the CCMA Dispute).
 - 1.2.2. The referral by NTEU of a dispute to the Labour Court under Case No. P303-13, citing NMMU as the respondent (the NTEU Dispute).
 - 1.2.3. The threat by NEHAWU to embark on strike action (the NEHAWU Dispute).

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1.2.4. An application to the Labour Court by NMMU under Case No. P399-13, citing NEHAWU as the respondent (the NMMU Dispute).

These disputes are referred to collectively as the Litigation Disputes.

1.3. The parties have agreed to resolve the Notch Increase Dispute and the Litigation Disputes on the terms set out in this Agreement.

2. PARTIES UPON WHOM THIS AGREEMENT IS BINDING

The provisions of this Agreement shall remain binding upon the parties to this Agreement and all permanent employees in the service of NMMU falling within Peromnes Grades 5 to 18.

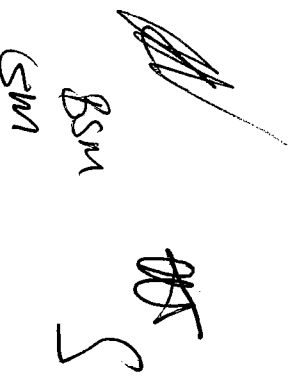
3. ABANDONMENT OF CLAIMS IN RESPECT OF NOTCH INCREASE DISPUTE / LITIGATION DISPUTES

Without any admission of liability by any party and solely as a means of resolving the Notch Increase Dispute and the Litigation Disputes without incurring further costs, and furthermore for the purpose of promoting an harmonious collective relationship between the parties:

- 3.1. NTEU and NEHAWU abandon all claims of any nature whatsoever arising from or relating to the Notch Increase Dispute referred to in clause 1.1.
- 3.2. NTEU and NEHAWU abandon all claims of any nature whatsoever arising from or relating to the CCMA Dispute referred to in clause 1.2.1.
- 3.3. NTEU withdraws the NTEU Dispute as referred to in clause 1.2.2, and NMMU equally withdraws its opposition to the NTEU Dispute.
- 3.4. NEHAWU abandons all claims of any nature whatsoever arising from or relating to the NEHAWU Dispute referred to in clause 1.2.3.
- 3.5. NMMU withdraws the NMMU Dispute as referred to in clause 1.2.4 above, and NEHAWU withdraws its opposition to the NMMU Dispute.

4. SETTLEMENT CONSIDERATION

In consideration for the resolution of the Notch Increase Dispute and the Litigation Disputes, the following will apply:



Handwritten signatures and initials: A large signature on the left, initials 'BSM' and 'SW' below it, and initials 'AS' and 'S' on the right.

4.1. **Once-Off Monetary Consideration**

4.1.1. Qualifying employees for the purposes of this clause 4.1 will comprise those permanent employees falling within Peromnes Grades 5 to 18 who are in the service of NMMU at the date of signature of the Agreement, and who, immediately prior to the incremental date to which payment of the monetary consideration referred to in clause 4.1.2 is linked:

- (a) Were in the permanent employ of NMMU; and
- (b) Were not at the maximum of their job grade scale.

For the purposes of this clause 4.1, "incremental date" shall mean the date upon which annual salary/wage increases were implemented in each year referred to in clause 4.1.3 below.

4.1.2. NMMU will effect payment of a once-off monetary consideration to qualifying employees which consideration, in respect of each qualifying employee, will be made up as follows:

- (a) 3.5% (Y x 12) in respect of the incremental dates in 2006, 2007, 2008, 2009, 2010, and 2011.
- (b) 1.3% (Y x 12) in respect of the incremental date in 2012.
- (c) 1.1% (Y x 12) in respect of the incremental date in 2013.

For the purposes of this clause 4.1.2 "Y" shall mean the basic monthly salary earned by the qualifying employee in the month immediately after the incremental date.

4.1.3. Payment of the monetary consideration due to a qualifying employee will be made in conjunction with the qualifying employee's remuneration for the December 2013 payroll.

4.2. **Salary / Wages for 2014 / 2015**

4.2.1. Employees to whom the provisions of this clause 4.2 apply are those permanent employees of NMMU in Peromnes Grades 5 to 18 listed in the scope of application of the 2012/2013 Salary Wage Agreement.

4.2.2. The increase to be applied on 1 May each year, by NMMU to salaries and wages during the period 1 May 2014 to 30 April 2016, with reference to the Salary Formula in the Conditions of Service


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and Benefits Agreement shall only comprise the following two components:

- (a) A Cost of Living Adjustment (COLA) across the board equating to CPI, provided that it shall not be less than or exceed the specified range of 3% - 7%.
- (b) A Cost of Living Enhancement (COLE) of 3%, subject to any limitations as provided for in the Remuneration Policy in force as at the date of signature of this Agreement.

4.2.3 It is acknowledged and accepted that NMMU is unable to, and will not entertain any demands on behalf of employees in Peromnes Grades 5 to 18 for the duration of the period referred to in 4.2.2 above, in respect of remuneration or Conditions of Service benefits.

4.3. **Condition Precedent / Framework for the Recognition of Excellence**



4.3.1. It is recorded that NMMU has made proposals regarding the development of a system intended to promote excellence, in which employees may reach their full potential and bring about strategic coherence by giving employees an opportunity to take ownership of aligning their individual contributions to achieving the strategic goals of their department, faculty, division, and the NMMU, which is referred to as the Framework for Recognition of Excellence (FRE).

4.3.2. It is a condition precedent to clauses 4.1 and 4.2 becoming operative that agreement in writing is reached between the parties by 29 November 2013 in regard to a jointly developed FRE and its implementation.

4.3.3. The parties further commit to endeavouring to secure consensus upon the means of linking FRE to the remuneration structures within NMMU, during 2015 with a view to having FRE replace the COLE component of the remuneration structure. It is recorded that such consensus will be sought by way of a participative process involving all parties. A failure to achieve this outcome will not however affect the validity or operation of this Agreement.

4.3.4. In the event that the condition precedent referred to in clause 4.3.2 above is not met:

- (a) None of the parties shall have any claims against any other in respect of the issues dealt with in clauses 4.1 and 4.2 above; and

 
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(b) The negotiation in respect of salaries and wages for the period 2014 – 2015 shall be undertaken in accordance with normal procedure.

5. FULL AND FINAL SETTLEMENT OF ALL CLAIMS OF ANY NATURE WHATSOEVER ARISING FROM AND/OR RELATED TO THE NOTCH DISPUTE AND THE LITIGATION DISPUTES

This Agreement is in full and final settlement of all claims of any nature whatsoever, which any of the parties and/or the employees to whom this Agreement applies may have arising from or relating to the Notch Increase Dispute and the Litigation Disputes.

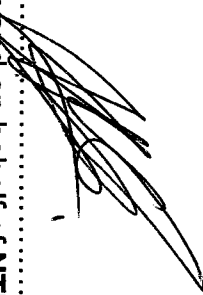
6. ENTIRE AGREEMENT

- 6.1. This document constitutes the entire agreement between the parties.
- 6.2. No representations made by any of the parties, either prior or subsequent to the signing of this Agreement, which is not contained in this Agreement, shall be binding.
- 6.3. No alteration or addition to, or deletion from this Agreement shall be of any force unless it is reduced to writing and signed by the parties.

SIGNED at NMMU, on this 6 day of NOVEMBER 2013.

AS WITNESSES:

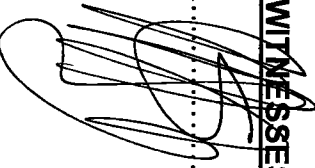
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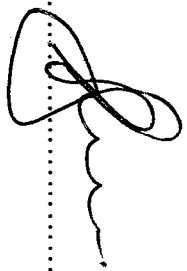
For and on behalf of NTEU
who warrants his/her
authority

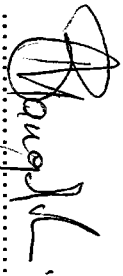
SIGNED at NMMU on this 7 day of November 2013.

AS WITNESSES:

- 1. 



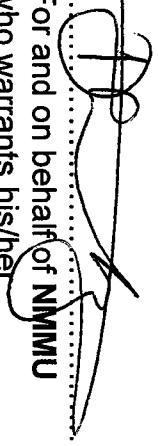
2.


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For and on behalf of
NEHAWU who warrants
his/her authority

SIGNED at *PORT ELIZABETH* his *7th* day of **NOVEMBER** 2013.

AS WITNESSES:

1.
2.

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For and on behalf of **NIMMU**
who warrants his/her
authority