

**AGREEMENT REGARDING THE IMPLEMENTATION OF THE FRAMEWORK FOR
THE RECOGNITION OF EXCELLENCE**

Between:

**NELSON MANDELA METROPOLITAN UNIVERSITY
(NMMU)**

and

**NATIONAL TERTIARY EDUCATION UNION
(NTEU)**

and

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

1. DEFINITIONS

In this Agreement the following terms will have the meaning ascribed to them:

1.1. "COLE component" shall mean:

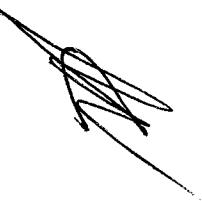


The Cost of Living Enhancement component of the remuneration of all employees as currently provided for in the Conditions of Service and Benefits Agreement regulating the salary formula applicable to employees.

1.2. "Employees" shall, unless the context indicates otherwise mean:

All employees in grades five to eighteen (or the equivalent of such grades in the event of their being replaced and/or adjusted during the currency of this Agreement).

1.3. "FRE" shall mean:

The Framework for the Recognition of Excellence as developed by NMMU in conjunction with the parties.

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1.4. "FRE component" shall mean:

The remuneration component based on the linkage of FRE to the remuneration of employees, and which it is intended will replace the COLE component with effect from 1 May 2016.

1.5. "Inception period" shall mean:

The period from 1 January 2015 to 31 December 2015.

1.6. "Revised FRE" shall mean:

The development, adjustment and amendment of the FRE which will be effected during the course of the transitional period.

1.7. "Settlement Agreement" shall mean:

The Agreement concluded between parties on 6/7 November 2013.

1.8. "Transitional period" shall mean:

The period from conclusion of this Agreement until 31 December 2014.

2. **INTRODUCTION**

2.1. The parties have reached consensus on FRE.

2.2. This document sets out the basis upon which it is intended:

2.2.1. That the revised FRE will be developed.

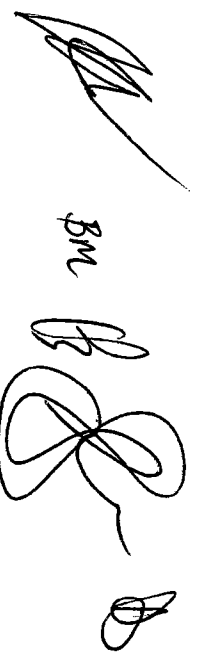
2.2.2. That disputes of any nature whatsoever arising in regard to the issues referred to and regulated by this Agreement will be resolved.

3. **DURATION**

This Agreement will come into operation on the date of its signature by the parties and shall remain in force to 1 December 2015.

4. **PEACE CLAUSE**

4.1. The parties recognize that this Agreement and the mechanisms provided for herein, shall be the sole means of addressing:



- 4.1.1. All issues of mutual interest arising from or in any way related to this Agreement; and
- 4.1.2. The interpretation, application and/or implementation of FRE, and the terms of this Agreement.
- 4.2. The parties agree not to embark on and/or participate in any form of industrial action as a consequence of any dispute or disagreement relating to or arising from any matters dealt with in or regulated by this Agreement.
- 4.3. The parties agree that the provisions of clauses 4.1 and 4.2 above will be incorporated in the revised FRE, and shall apply, *mutatis mutandis* to the revised FRE

5. **THE PRINCIPLES INFORMING THE REVISED FRE**

- The principles which will guide and inform revised FRE are the following:
- 5.1. The development of excellence enhancement practices.
 - 5.2. Providing employees with the opportunity to realise their potential by taking ownership of and aligning their individual contributions with strategic goals of their department, faculty, division, and the NMMU, and recognising their attainment of such potential by way of appropriate rewards.
 - 5.3. The development of practical systems and processes to advance these outcomes with due regard to the operational realities of NMMU.
 - 5.4. The expedited resolution of differences and/or disputes which may arise between the parties in relation to this Agreement and its interpretation/application.

6. **CONCLUSION AND IMPLEMENTATION OF THE REVISED FRE**

It is recorded:

- 6.1. That the revised FRE will be concluded during the transitional period (or such extension thereto as maybe agreed to by the parties).
- 6.2. That the inception period will be utilised for the practical application of the revised FRE and the introduction of any further adjustments which may be necessary to ensure its effective operation.



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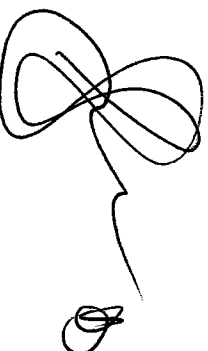
- 6.3. That the assessment outcomes achieved during the inception period will be utilised for the purpose of applying the FRE component in the computation of the remuneration of employees as at 1 May 2016.

7. THE DEVELOPMENT OF THE REVISED FRE

- 7.1. The revised FRE will be developed during the transitional period and implemented thereafter by way of a collaborative participative process, intended to produce practical systems and processes for the implementation of each element.
- 7.2. The FRE shall form the basis of the process referred to in clause 6.1 above.
- 7.3. It is intended that the elements incorporated within the revised FRE will include but not be limited to the following:
- 7.3.1. The formulation of annual agreements on expectations, support and resources.
- 7.3.2. The formulation of an annual Performance and Development Agreement in respect of employees.
- 7.3.3. The review of the individual performance of employees, and the conduct of such reviews.
- 7.3.4. The basis upon which the outcomes of the reviews will be tabulated and the factors giving rise to such tabulation.
- 7.3.5. The methodology to be relied upon in calculating the FRE component.
- 7.3.6. The system of remuneration and rewards to be applied, including remuneration advancements and both intrinsic and extrinsic rewards as referred to in the FRE.
- 7.3.7. Opportunities for training and the development of practice manuals.
- 7.3.8. Introduction regulatory and review mechanisms to secure uniformity.



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8. **REMUNERATION STRUCTURES AND THEIR AMENDMENT**

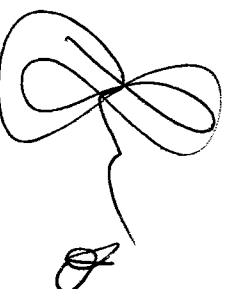
- 8.1. The calculation of employees' remuneration as provided for in the Settlement Agreement, shall prevail until 30 April 2016.
- 8.2. During the inception period, the review of individual employee performance will be conducted in accordance with the revised FRE, in order to provide the data necessary for the purpose of applying the FRE component as provided for in clause 7.3 below.
- 8.3. With effect from 1 May 2016, the FRE component will replace the COLE component of the remuneration of all employees, and the provisions of the Conditions of Service and Benefits Agreement regulating the salary formula applicable to employees, will be amended accordingly.

9. **DISPUTE RESOLUTION**

- 9.1. For the purpose of this Agreement a dispute will be deemed to have arisen when the party/parties declaring the dispute serve written notice upon the other party/parties to the dispute confirming the existence of the dispute for the purpose of this Agreement.
- 9.2. All disputes, whether they be disputes of right or interest arising from or in any way related to this Agreement and/or its interpretation, implementation or application shall be determined by way of the arbitration process provided for in this Agreement in the event of their remaining unresolved.
- 9.3. The Ombudsman of NMMU or his nominee (or in the event of the Ombudsman being unable for any reason to act, or unwilling to do so, such independent external suitably qualified third party as may be appointed by NMMU for this purpose) shall be the arbitrator for the purposes of this Agreement..
- 9.4. The Arbitrator shall have all powers necessary for the effective and efficient arrangement and conduct of proceedings and may make rulings either on application or *mero motu* in this regard, both before and during any proceedings contemplated in terms of this Agreement.
- 9.5. The Arbitrator shall set the matter down for consideration and determination as soon as reasonably possible following upon the declaration of a dispute.
- 9.6. The Arbitrator shall attempt to achieve a settlement by agreement between the parties.



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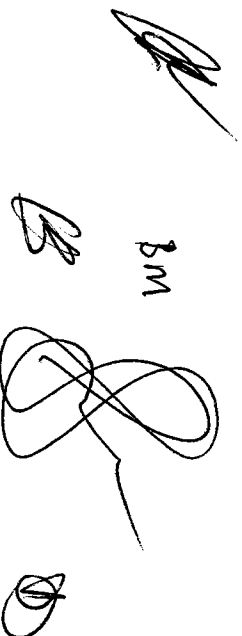
- 9.7. In the absence of such agreement, the parties will be required to present the final outcome which they seek, either orally or in writing, as required by the Arbitrator.
- 9.8. The Arbitrator shall make a final and binding decision in relation to the dispute which, in the absence of the parties agreeing otherwise will be that of determining which of the two outcomes sought by the parties is to prevail.
- 9.9. In determining any dispute, the Arbitrator shall do so in accordance with this Agreement's stated and underlying principles.
- 9.10. The Arbitrator shall have the power:
 - 9.10.1. To make any rulings necessary to ensure proper compliance with the final award; and
 - 9.10.2. To conduct the arbitration proceedings in the absence of either party in the event that the parties fail and/or refuse to attend the arbitration proceedings without legitimate cause.
- 9.11. The parties agree that the provisions of this clause will be incorporated in the revised FRE and will apply *mutatis mutandis* to the revised FRE.

10. GOOD FAITH

All parties shall at all times act in good faith in the interpretation, application and implementation of this Agreement

11. ENTIRE AGREEMENT


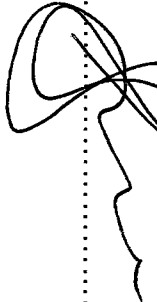
- 11.1. This document constitutes the entire agreement between the parties.
- 11.2. No representations made by any of the parties, either prior or subsequent to the signing of this Agreement, which is not contained in this Agreement, shall be binding.
- 11.3. No alteration or addition to, or deletion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

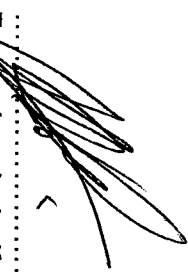


Handwritten signatures and initials at the bottom of the page. From left to right: a signature, the initials 'BM', a large signature, and another signature.

SIGNED at NIMMU on this 22 day of NOVEMBER 2013.

AS WITNESSES:


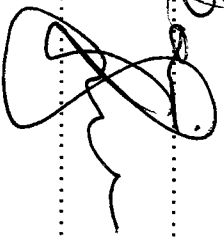
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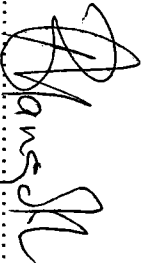


For and on behalf of NTEU
who warrants his/her
authority

SIGNED at NIMMU on this 22 day of NOVEMBER 2013.

AS WITNESSES:

- 1. 
- 2. 

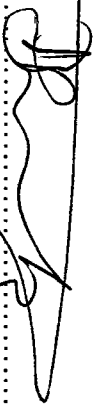


For and on behalf of
NEHAWU who warrants
his/her authority

SIGNED at NIMMU on this 25th day of November 2013.

AS WITNESSES:

- 1.
- 2.



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