


## **RECOGNITION AGREEMENT**

entered into by and between

### **UNIVERSITY OF PRETORIA**

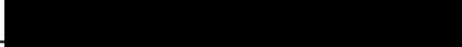
(hereinafter referred to as “the University”)

herein represented by

  
duly authorised hereto

and

### **ACADEMIC AND PROFESSIONAL STAFF ASSOCIATION OF THE UNIVERSITIES OF SOUTH AFRICA**

a registered union (Registration Number: )

(hereinafter referred to as “the Trade Union”)

(collectively referred to herein as “the Parties”)

## **1 SCOPE**

The terms and conditions of this agreement shall be binding on and apply to the University, the Trade Union as well as its Members.

## **2 OBJECTIVES**

The Parties hereby:

- 2.1 agree that the intention and purpose of this agreement is to formulate procedures which shall govern the organisational and, if applicable, the collective bargaining rights and the relationship between the Parties, including the Members;
- 2.2 agree that sound employee/employer relations are essential for the mutual benefit of all involved;
- 2.3 declare their common commitment to the application of the Act, this agreement and any other agreements entered into in terms of this agreement in good faith and in a spirit of mutual understanding and respect. For this purpose all Members will be fully informed by the Trade Union on the contents of this agreement and other agreements entered into;
- 2.4 accept that this agreement and the annexures attached hereto is a legal and binding collective agreement as contemplated in the Act;
- 2.5 commit themselves to the maintenance of sound labour relations, industrial peace and stability, the future growth and prosperity of the University and the fair treatment and well-being of the Members;
- 2.6 agree that the principle of freedom of association, as contemplated in the Act, as well as the Constitution of the Republic of South Africa (No 108 of 1996) shall be adhered to by the Parties;
- 2.7 agree that it is Management's prerogative to manage, control and direct the University's business activities, its resources, systems and facilities, to communicate directly with any employee and to maintain discipline amongst employees subject to the Act, this agreement and any other agreements entered into between the Parties; and
- 2.8 agree that it is in their mutual interest to continually encourage employees to improve productivity due to the fact that the University competes on the international market.

### 3 DEFINITIONS

- 3.1 **"Act"** means the Labour Relations Act, No 66 of 1995 as amended.
- 3.2 **"University Representative"** means any one or more persons nominated by the University to represent the University during engagements with the Trade Union.
- 3.3 **"the University"** means the University of Pretoria.
- 3.4 **"Employee"** means an employee of the University and will have the same meaning as the statutory definition contained in Chapter 9, section 213 of the Act, as amended.
- 3.5 **"Lock-out"** means a lock-out as defined in the Act.
- 3.6 **"Management"** means for the purposes of this Agreement, all Employees appointed on Peromnes level 4 and higher.
- 3.7 **"Member"** means an employee of the University who is a member in good standing with the Trade Union in terms of the Trade Union's constitution.
- 3.8 **"Office Bearer"** means an office bearer as defined in the Act.
- 3.9 **"Official"** means an official as defined in the Act.
- 3.10 **"Representative Trade Union"** means a registered trade union that has attained membership representation of at least 10% (ten percent) of all Employees. (See clause 13).
- 3.11 **"Shop Steward"** means a Member who is elected to represent Members.
- 3.12 **"Significant representivity"** means a registered trade union that has attained the required membership representivity criteria to be accorded bargaining rights, being membership representation of at least 25% +1 ( twenty five percent plus one) of the Employees.
- 3.13 **"Strike"** means a strike as defined in the Act.
- 3.14 **"Trade Union"** means the Academic and Professional Staff Association of the Universities of South Africa.



## **4 INTERPRETATION**

Unless the context indicates a contrary intention, expressions or phrases denoting:

- 4.1 any particular gender shall include all other genders.
- 4.2 the singular shall include the plural and vice versa.
- 4.3 any reference to natural persons includes legal persons and vice versa.
- 4.4 the clause headings in this agreement have been inserted for convenience only and shall not be taken into account in the interpretation of the provisions contained in this agreement.
- 4.5 words and expressions defined in any sub-clause shall, for all purposes of the clause of which that sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 4.6 if any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it was a substantive clause in the body of the agreement, notwithstanding that it is only contained in clause 3.
- 4.7 if any period is referred to in this agreement by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case, the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 4.7 this agreement shall be governed, construed and interpreted in accordance with the law of the Republic of South Africa.

## **5 ORGANISATIONAL RIGHTS**

### **5.1 Recognition**

- 5.1.1 The University will recognise and accord the organisational rights contained in this clause to the Trade Union that has attained the level of a Representative Trade Union, subject to compliance with clause 13.
- 5.1.2 The recognition and according of organisational rights in terms of clause 5.1.1 shall become and remain of full force and effect subject to the provisions of this agreement, including clause 13, for as long as the Trade Union is and remains a Representative Trade Union. Should the Trade Union not maintain the level of representation required to remain a Representative Trade Union, such rights shall expire in terms of clause 11 and or 13.

- 5.1.3 Membership of the Trade Union insofar as it may be relevant for the purposes of this agreement, shall be determined on the basis of signed stop orders in favour of the Trade Union that is presented to the University for implementation and verified by the University and or 13.

## **5.2 Access by Trade Union Officials**

- 5.2.1 Access by Officials shall be limited to once every two months and shall at all times be subject to the condition that Management's prior approval must be obtained and the Trade Union shall inform Management of the reason for seeking such access. Such approval shall not be unreasonably withheld. To this effect the Trade Union must, unless otherwise agreed, give at least 48 (Forty Eight) hours prior written notice to the Deputy Director: Employment Relations or some other person designated by Management prior to entering the University premises.
- 5.2.2 Officials given access as set out in this clause shall comply with the health and safety and security requirements of the University as well as instructions aimed at safeguarding life or property or to prevent any disruption of work.
- 5.2.3 The Shop Stewards shall provide the University, prior to a visit of Officials, with the names, Trade Union status, purpose of visit, business addresses and telephone numbers of any such Official who will be requesting access.
- 5.2.4 In as much as is reasonably practicable, Management shall designate the meeting area for the purpose of such access without disrupting its business operations. To this end, no Official shall be allowed access outside of the designated areas.
- 5.2.5 The rights conferred by this clause 5 are subject to any conditions as to time and place that are reasonable and necessary to safeguard life or property or to prevent the undue disruption of work. To this end, it is agreed that the general rule will be after hours from 16H30 Monday to Thursday until 17h00 and 16H00 on Fridays until 16h30.
- 5.2.6 Officials may hold meetings with Management for the purpose of discussing issues which arise from or are incidental to this agreement, provided that such meetings be held at a time that is mutually convenient to Management and the Officials.

## **5.3 Stop Order Facilities**

- 5.3.1 The University undertakes to deduct Trade Union subscriptions from the wages of its Members provided the Trade Union shall have delivered signed stop order forms authorised by each of its Members and duly verified by Management and it must be within the payroll input schedule. ✓



- 5.3.2 Members subscriptions to the Trade Union shall be electronically transferred to the bank account indicated by the Trade Union before the 12th of each month following the month in which deductions were made. A list of names, employee numbers of the Members on whose behalf deductions were made, the period to which the deductions relate and amount deducted as well as a copy of every notice of revocation of authority relating to the Trade Unions' subscriptions will be made available to the Trade Union.
- 5.3.3 The University shall not be responsible for the collection of any other levies of whatever nature or subscriptions which, for any reason may be in arrears, except in the case of administrative fault by the University. Trade Union subscriptions will be deducted after statutory and other applicable deductions.
- 5.3.4 In the event of any change in the rate of Trade Union subscriptions, the Trade Union shall advise the University thereof in writing whereby the Trade Union will indemnify the University of any liability which may be incurred arising out of the change in subscription rates. Notwithstanding the above, Member authorisation for deductions of changes in subscriptions must be received by the University at least 1 (One) calendar month in advance of the expected implementation date. The University shall only be obliged to implement such subscription changes if it is not in conflict with Section 34 of the 1997 Basic Conditions of Employment Act (as amended or substituted).
- 5.3.5 A Member may revoke the stop order by giving the University 1 (One) month's written notice. Because it is outside of the control of the University, any failure by such Member to notify the Trade Union shall not invalidate the actions of the University to terminate the making of deductions upon expiry of the notice period in respect of the notice received by it from the Member concerned.

#### **5.4 Election of Shop Stewards**

- 5.4.1 Members shall be entitled to nominate and elect Shop Stewards from eligible Employee/s.
- 5.4.2 The nominations shall be made in terms of the Trade Union's constitution at a time and place as determined by Management.
- 5.4.3 The nomination and election process shall not disrupt work and shall not take place in working hours.
- 5.4.4 The number of Shop Stewards shall be 2 (Two) Shop Stewards for the first 50 (Fifty) Members, plus a further 1 (One) Shop Steward for every additional 50 (Fifty) Members up to a maximum of 7 (Seven) Shop Stewards.

5.4.5 The Trade Union will notify Management in writing of the names of Shop Stewards elected or re-elected within 14 (Fourteen) calendar days after election. If for operational reasons Management has a problem with the election of a specific Shop Steward, Management shall arrange to meet with the Trade Union and attempt to reach consensus failing which Management's decision in this regard shall be final.

5.4.6 Requirements to be elected a Shop Steward are as follows:

- (i) Must have his nomination and election formally acknowledged in writing by Management.

5.4.7 In the event of a vacancy occurring, a by-election shall be held at a time and place agreed to between the Trade Union and Management. Such newly elected individual shall hold his elected office for the unexpired term of his predecessor.

## **5.5 Vacation of Position of Shop Steward**

A Shop Steward shall immediately vacate his position if any of the following occurs:

- 5.5.1 he ceases to be a Member either through resignation or in terms of the Trade Union's constitution;
- 5.5.2 when Management is informed by the Trade Union in writing that the Shop Steward has been suspended by the Trade Union;
- 5.5.3 his resignation as a Shop Steward;
- 5.5.4 the termination of his employment for whatever reason;
- 5.5.5 Management withdrawing recognition of the Shop Steward in terms of clause 5.8;
- 5.5.6 the Trade Union's organisational rights being terminated in terms of clause 11 or 13;
- 5.5.7 the expiry of the term for which he was elected and not being re-elected for a further term; or
- 5.5.8 if for whatsoever reason is promoted to Management level.

## **5.6 Leave for Trade Union Activities**

Members that are elected to be an Office-Bearer and/or Shop Steward are entitled to special paid leave for Trade Union activities under the following conditions:



- 5.6.1 Subject to operational requirements, said Members may be released for a period or periods that in total do not exceed 5 (five) days special paid leave of absence in total per annum for the purpose of attending the Trade Union's training courses/-congresses/seminars/general meetings. Such leave not utilised cannot be accrued or accumulated and will fall away at the end of the year in question.
- 5.6.2 Such leave cannot be pooled.
- 5.6.3 All applications for leave must be submitted to the Deputy Director: Employment Relations or other delegated authority for approval at least 7 (Seven) days prior to the intended commencement of said leave on the normal leave forms and be accompanied by a letter from the Trade Union setting out the purpose of the leave and a motivation for same.
- 5.6.4 Regarding Office Bearers, the Trade Union will notify the University as well as the Deputy Director: Employment Relations in writing of the position and period of office.
- 5.6.5 Management will not consider the approval of such leave without the signature of the individual's immediate supervisor on the leave form.

## **5.7 Rights and Duties of Shop Stewards**

- 5.7.1 The rights and duties of a recognised Shop Steward are as follows:
  - 5.7.1.1 to represent Members in terms of the provisions of the Act, this agreement and any other agreement entered into between the University and the Trade Union provided that he first obtains permission from his immediate supervisor, which permission shall not be unreasonably withheld;
  - 5.7.1.2 subject to the conditions and criteria set out in clause 6 to participate in the process of collective bargaining;
  - 5.7.1.3 to make every endeavour that the Act, disciplinary code and procedure, the terms of this agreement and all other agreements entered in terms of this agreement regulating the employer-employee relationship are properly observed by himself and the Members he represents;
  - 5.7.1.4 to assist and represent Members during disciplinary investigations and grievance meetings during his normal working hours. For the sake of clarity, in the event that he is required to so assist and represent Members outside of his normal working hours or shift, he will not be entitled to any overtime pay nor will such attendances count toward overtime worked;



- 5.7.1.5 to attend joint working groups with Management if requested by Management and appointed by the Trade Union. Prior approval must be obtained from his immediate supervisor to attend the working group which approval may not be unreasonably withheld. The Deputy Director: Employment Relations will liaise with the relevant line management regarding the release of the Shop Steward(s) concerned;
- 5.7.1.6 Provided that the University has agreed to it, Management will assist the Trade Union with the training of Shop Stewards e.g. in the application of the University's disciplinary and grievance procedures and any other relevant agreements, policies and procedures;
- 5.7.1.7 Shop Stewards shall endeavour to maintain and promote order, peace and harmony and endeavour to improve and maintain sound relationships;
- 5.7.1.8 Meetings between Shop Stewards and Officials shall be held outside working hours unless otherwise agreed with Management;
- 5.7.1.9 Shop Stewards will not have any special rights or status, other than those stipulated in terms of this agreement, as well as the right to perform the following functions -
- (i) To monitor the University's compliance with the workplace-related provisions of the Act, any law regulating terms and conditions of employment and any collective agreement binding on the University; and
  - (ii) To report any contravention of the workplace-related provisions of the Act, any law regulating terms and conditions of employment, and any collective agreement binding on the University to the University, the Trade Union, and any responsible authority or agency.
- 5.7.1.10 Disclosure of relevant information to a Shop Steward shall be subject to the relevant provisions of the Act;
- 5.7.1.11 Shop Stewards shall follow the official lines of communication applicable at the University; and
- 5.7.1.12 Shop Stewards shall not:
- 5.7.1.12.1 interfere with the performance of duties or the carrying out of instructions by employees;

- 5.7.1.12.2 compel or intimidate any employee to become a Member;
- 5.7.1.12.3 give instructions to any employee or countermand any lawful instruction given to any employee by his superior concerning his work, the performance of his work, or in the interests of health, safety or discipline;
- 5.7.1.12.4 intimidate, instigate, encourage or authorise any employee to assault or inflict harm on any employee, or take part in or continue with any unlawful action of any kind;
- 5.7.1.12.5 misuse his position for his own benefit;
- 5.7.1.12.6 interfere with investigations conducted by management in respect of disciplinary or grievance hearings; or
- 5.7.1.12.7 interfere in the employer-employee relationship at any supplier, contractor, client or service provider of the University.

## **5.8 Withdrawal of Recognition of Shop Steward**

The University may withdraw the recognition of a Shop Steward after following the procedures as set out below in the event of a Shop Steward contravening the provisions of this agreement or any other agreement entered into between the University and the Trade Union.

The following procedure will be followed:

- i) The University shall inform the Trade Union in writing of its intention to de-recognise the Shop Steward where after the Trade Union and the University will consult within 7 (Seven) calendar days of such notification unless otherwise agreed in an attempt to resolve the matter.
- ii) The Shop Steward concerned may be present in these consultations.
- iii) In the event of a dispute arising out of the consultations, the matter will be dealt with according to the applicable provisions of the Act.
- iv) Any rights obtained by a Shop Steward in terms of this agreement shall be suspended when de-recognised until the dispute is resolved.



## **5.9 Facilities**

### **5.9.1 Facilities for Union meetings**

Specific areas will be identified from time to time by the University, where Trade Union meetings may be conducted for report back purposes outside of the working hours of attendees and without disruption of work. To this end, the University will designate an area at the University premises for such meetings from 16H30 on Mondays to Thursdays until 17h00 and 16H00 on Fridays and until 16h30.

### **5.9.2 Union Communications**

No direct or indirect communications of the Trade Union via University facilities and/or systems, including but not limited to via the internet or intranet, e-mails and radio's will be allowed without the prior written consent of and on such terms and conditions as allowed by the Deputy Director: Employment Relations or other delegated authority.

## **5.10 Meetings**

The University and the Trade Union recognise that the need exists to constantly improve the relationship between them and with this goal in mind agree that:

- 5.10.1 Meetings between Management and the Shop Stewards shall be held at least once in 2 (two) months at a time determined by Management, to discuss matters of mutual interest.
- 5.10.2 The meetings referred to in clause 1 above will be chaired by the University Representative.
- 5.10.3 The Parties will exchange draft agenda items for the meeting, a reasonable time before the scheduled meeting, whereupon a final agenda shall be compiled and distributed by Management 7 (Seven) days prior to such meeting.
- 5.10.4 Minutes of the meeting shall be recorded in writing by the University and shall be circulated to the Parties. Upon acceptance of the minutes, it will be signed by the Parties as a true reflection of the meeting.
- 5.10.5 In matters of urgency, special meetings may be convened by mutual agreement between the Parties.
- 5.10.6 Meetings will, unless otherwise determined by Management, take place collectively with all other trade unions recognised by the University as

collective bargaining representatives.

## **6 COLLECTIVE BARGAINING**

### **6.1 Collective Bargaining Procedure**

For purposes of this clause 6, collective bargaining shall, unless where the contrary is stated below, include not only negotiation but also consultation.

6.1.1 A Representative Trade Union may, upon attaining the level of Significant representivity according to the provisions of clause 3.12, enjoy collective bargaining rights on behalf of its Members who are Employees.

6.1.2 Subject to clause 11 and 13, for so long as the Trade Union enjoys Significant representivity, the University will recognise the Trade Union as the collective bargaining representative of its Members who are Employees. Such recognition will entitle the Trade Union to collectively bargain as required within the prescribed forums set out in Annexure A on behalf of their Members who are Employees.

6.1.2.1 Should the Trade Union no longer enjoy Significant representivity, the University may give notice in writing requesting the Trade Union to prove within 90 (Ninety) calendar days of the date of such request that it still enjoys Significant representivity.

6.1.2.2 In the event that the Trade Union is unable to prove Significant representivity, the right to collectively bargain at the prescribed forums set out in Annexure A shall terminate without further notice on expiry of the said period of 90 (Ninety) calendar days.

6.1.3 The Parties agree that the following collective bargaining procedure will apply:

6.1.3.1 Unless otherwise agreed, annual negotiations to amend wages and conditions of employment shall take place each year, provided that, at the commencement of the negotiations, the Trade Union enjoys Significant representivity. Proposals to amend wages and conditions of employment must be submitted to the University in writing.

6.1.3.2 If the Trade Union is unable to prove prior to the commencement date of the negotiations that it enjoys Significant representivity it will not be entitled to negotiate on behalf of its Members who are Employees.

6.1.4 All agreements between any of the Parties shall be reduced to writing.



6.1.5 For purposes of determining membership of the Union, the provisions of clause 5.1.3 will apply *mutatis mutandis*.

6.1.6 In the event of agreement not having been reached between the University and the Trade Union in respect of the negotiations referred to in clause 6.1.3.1, the Parties agree that to the extent not determined to the contrary by the University, the agreement in force for the immediately preceding year shall remain in effect between the University and the Trade Union until such time as agreement is finally reached.

## **7 DISPUTE PROCEDURE**

Any dispute between the Parties shall be dealt with in accordance with the applicable provisions of the Act.

## **8 STRIKE AND PICKETING**

The Parties agree that the Strike and Picketing rules as set out in Annexure B shall be adhered to.

## **9 WHOLE AGREEMENT, NON VARIATION AND AMENDMENTS**

This agreement and its annexures constitute the entire agreement between the Parties concerning the issues stated in this agreement and shall replace any existing recognition agreements, arrangements, and if applicable, commitments and writings in this regard. No amendment of this agreement shall be effective unless it is reduced to writing and signed by the Parties.

## **10 MONITORING AND ENFORCEMENT OF THIS AGREEMENT**

The Parties shall have the right to monitor compliance with any obligation in terms of this agreement or any agreement negotiated in terms of this agreement.

## **11 DURATION OF THE AGREEMENT AND TERMINATION**

This agreement shall terminate and cease to be of any force or effect between the Trade Union and the University:

11.1 if the Trade Union no longer conforms with the level of representivity required for a Representative Trade Union. If the University is of the view that the Trade Union is no longer a Representative Trade Union, it may on behalf of the University then give notice in writing requesting the Trade Union to prove within 90 (Ninety) calendar days of the date of such request that it is still a Representative Trade Union. In the event that the Trade Union is unable to do, this agreement may automatically terminate on expiry of said period of 90 (Ninety) calendar days without further notice to the Trade Union;

- 11.2 upon the expiry of 3 (Three) months notice of termination given in writing by the Trade Union to the University (or vice versa) at any time; or
- 11.3 if a Party to this agreement commits a breach of any term of this agreement and fails to rectify such breach within 14 (Fourteen) calendar days after receipt of written notification from the other Party demanding that the breach be rectified. If within the 14-day period the Trade Union fails to resolve the breach the University will give the Trade Union 30 (Thirty) calendar day's written notice of termination, after which the agreement will terminate.

## **12 RELAXATION**

No latitude, extension of time or other indulgence which may be given or allowed by any Party to the other Party in respect of performance of any obligation hereunder; and no delay or forbearance in the enforcement of any right of any Party arising from this agreement and no single or partial exercise of any right by any Party under this agreement, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver of or otherwise affect any of the Party's rights in terms of or arising from this agreement or stop or preclude any such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term thereof.

## **13 RESOLUTIVE CONDITION**

- 13.1 It is hereby agreed, notwithstanding anything referred to above, that the continued operation of this Agreement beyond 31 December 2018 is subject thereto that the Trade Union attain and maintain a membership representation of at least 15% of all Employees.
- 13.2 For the sake of clarity it is confirmed that it is the clear understanding of the Trade Union that should the Trade Union not attain and maintain a membership representation of at least 15% of all Employees on 31 December 2018, or any time thereafter, this Agreement will terminate automatically.

## **14 SUSPENSIVE CONDITION**


- 14.1 It is a condition precedent of this agreement that the membership of the Trade Union's members at the University should first be duly verified by the Management before this agreement will become fully operative.
- 14.2 The membership verification process must be undertaken to eliminate any dual (or more) membership discrepancies with other unions at the University. Only Employees who have signed stop orders indicating that subscription fees of the Trade Union may be deducted by the University from wages will qualify to be regarded as Members of the Trade Union in order to determine the percentage of attained membership. Only one stop order per Employee per union (the "primary




choice") will be considered and counted by the Employer. In the event that an Employee is a member of more than one union, then in that event that Employee should make his/her own arrangements for paying his/her membership fees to the other union ("secondary choice"). The secondary choice union will not be considered and counted by the Employer.

- 14.3 This agreement will therefore only become effective after the University's Internal Auditors have certified in writing that the Trade Union has attained the required minimum percentage of Members to qualify as a Representative Trade Union.

**SIGNED AT** Pretoria **ON THIS** 23 **DAY OF** November **2017**

  
For and on behalf of the Trade Union (duly authorised to bind the Trade Union and the individual Members of the Trade Union)

**SIGNED AT** PRETORIA **ON THIS** 21 **DAY OF** NOVEMBER **2017**

  
For and on behalf of the University

## COLLECTIVE BARGAINING STRUCTURE

### 1. SCOPE

The under-mentioned structure applies to the University.

### 2. UNIVERSITY OF PRETORIA BARGAINING FORUM ("UPBF")

#### 2.1 Generic Issues

Consult/negotiate as the case may be when the need arises with the Trade Union recognised by the University as enjoying Significant representivity, those issues pertaining to the employment relationship that are of a generic nature to be applied to the Employees.

The Director: Human Resources or his/her nominee will represent the University at the UPBF.

- 2.2 Annual negotiations to engage on any of the above will be held each year, starting in January and envisaged to be implemented at the end of March.



## **STRIKE, LOCK-OUT AND PICKETING**

### **1 PREAMBLE**

The Parties confirm their commitment to sound Labour Relations and as such they resolve to resort to Industrial Action only as an extreme method to be utilised in accordance with the rules set out below and the relevant provisions of the Labour Relations Act 1995 (as amended) ("the Act"). Industrial Action by either party shall only be regarded as protected if undertaken in cases of disputes of interest and after the relevant provisions in the dispute procedure and the Act, have been complied with. Disputes of rights after attempted conciliation, shall be referred for arbitration, or referred to the Labour Court, as the case may be.

### **2 STRIKE AND LOCK-OUT RULES**

In the case of any strike or lock-out, the Parties agree that:

- 2.1 the parties will only resort to strikes and lock-outs after the relevant provisions of the Act have been exhausted.
- 2.2 before any procedural strike or lock-out takes place, the relevant Party will inform one another in writing at least 48 (Forty Eight) hours in advance of the strike or lock-out commencing to this effect.
- 2.3 the security arrangements of the University shall be adhered to and that no property of the University, its employees, students or guests shall be damaged or lives endangered when industrial action takes place.
- 2.4 that employees will confine themselves to a place to be agreed to by Management and the Trade Union and that no boisterous conduct or any form of intimidation or threatening action whatsoever, in respect of co-workers, clients, students or any other person shall be made.
- 2.5 striking employees will not interfere in any way whatsoever with non striking employees as contemplated by the Act.
- 2.6 In the event of no agreement being reached between the Parties, the relevant provisions of the Act in relation to the above shall apply and must be adhered to.

### **3 PICKETING RULES**

The Union and the Employer agree that the picketing rules referred to below will govern the industrial action initiated by the Union at the premises of the Employer. The picketing rules shall apply for the duration of the industrial action.

The Parties agree that where the word "picketing" or "picketer" appears, that this will also apply to "strike" or "striker".

The Employer recognizes the Union's right to strike and picket for as long as their striking and picketing complies with the Labour Relations Act 66 of 1995, as amended ("the LRA"). In order to facilitate the proper and orderly expression of that right, the Parties agree to the following picketing rules.

The Union recognizes that the Employer has, and shall continue to have the right to conduct its business/managerial functions as long as such policies and strategies are not in contravention of these picketing rules or the Labour Relations Act 66 of 1995, as amended ("the LRA").

#### **3.1 Purpose of Picketing**

The purpose of the picket is to peacefully encourage non-striking employees and members of the public to oppose a lock-out or to support strikers involved in a protected strike. The nature of that support may be to encourage employees not to work during the strike or lock-out. It may be to dissuade replacement labour from working. It may also be to persuade members of the public or other employers and their employees not to do business with the Employer.

#### **3.2 Authorisation**

3.2.1 Before commencement of the picket, the Union shall serve on the Employer a copy of a formal and written authorization of the picket. This authorization shall be served in the form of a resolution authorizing the picket in terms of Section 69(1) of the LRA.

3.2.2 The authorization applies only to its members and its supporters.

#### **3.3 Conduct in the picket**

3.3.1 The Union must appoint a convener to oversee the picket.

3.3.2 The convener must be a member or an Official of the Union.

3.3.3 The convener should have, at all times a copy of Section 69 of the Act, a copy of the Code of Good Practice: Picketing, these rules and a copy of the resolution and a formal authorization of the picket by the Union. These



documents should be used in the eventuality of having to persuade the persons participating in the picket to comply with the law.

3.3.4 The convenor must notify the Employer, the responsible person appointed in terms of Section 2 (4) (a) of the Regulation of Gatherings Act, 1993 and the South African Police Service of the intended picket. The notice should contain:

- (a) notification that the picket is in compliance with Section 69 of the LRA;
- (b) The name, address and telephone number of the trade union and the convenor;
- (c) Details of the picket, including the details of the Employer being picketed, the date of the commencement of the picket, the location of the picket, picketing times, the extent of the picket and the numbers participating involved.

3.3.5 The Employer must, on receipt of the notification, provide the convenor, with the name, address and telephone number of the person appointed by the Employer to represent it in any dealings arising from the picket.

3.3.6 The Union shall appoint picket marshals to monitor the picket.

3.3.7 The picket marshals should have the telephone numbers of the convenor, the trade union office bearers and any persons appointed to oversee the picket, in the absence of the convenor.

3.3.8 The marshals should wear arm bands to identify themselves as marshals. The Union should instruct the marshals on the law, these rules, the Code of Good Practice: Picketing and the steps to be taken to ensure that the picket is conducted peacefully.

#### **3.4. Conduct of the parties**

3.4.1 Picketing shall be carried out in a lawful and peaceful manner.

3.4.2 The picket may not interfere with the constitutional rights of other persons.

3.4.3 Picketers will not intimidate non striking employees, replacement labour or any other person or students. Picketers may not in any form or manner attempt to limit the rights of any person.

3.4.4 Picketers will not obstruct vehicles or traffic entering or leaving the University's premises.

3.4.5 Picketers will not obstruct or hinder in any manner any person from entering or leaving the Employers' premises.

- 3.4.6 Picketers will not resort to vulgar or abusive or offensive language, with the intention of insulting or provoking other employees, students or any other person. Union Marshalls shall within 30 minutes from being made aware of any vulgar or abusive or offensive language, instruct its members to immediately desist from such conduct.
- 3.4.7 Placards may be carried but slogans which are defamatory, libelous or calculated specifically to be offensive or promote racial tension whether verbal or in writing will be prohibited. All posters and placards will be restricted to remarks addressing the issue over which the strike is called.
- 3.4.8 Picketers shall not engage in any form of threatening behaviour, intimidation, violence and shall not cause any damage to the University's property and/or property of employees and/or property of students as well as any other person.
- 3.4.9 Singing, protesting, marching and toy-toying and the like either individually or in groups on any of the Employer's premises are prohibited.
- 3.4.10 Any picketer will be subject to disciplinary action in the event of he/she being found guilty of being in possession of drugs, alcohol, dangerous weapons or inflammable materials or in contravention of these picketing rules.
- 3.4.11 Striking employees, whether or not they are involved in picketing, are also required to comply with the provisions of these rules.
- 3.4.12 Striking employees will not be allowed normal access to Employers premises during the strike. The Employer will provide mobile toilets for males and females to be serviced every day. They will also be provided with water and proper taps.
- 3.4.13 Striking Employees may not litter and will clean up the area before they leave should they litter.
- 3.4.14 Striking Employees may not hinder security personnel in carrying out their normal duties.

### **3.5. Control of Picket**

- 3.5.1 The Union will appoint not less than four marshals who must include at least one Office bearer, for the purpose of controlling the picketing and monitoring the behavior the picketers.
- 3.5.2 The office bearers must ensure that the Union appointed marshals are present at the picket from the start to end of the picket each day.



3.5.3 The Union appointed marshals shall make every reasonable attempt to ensure that the behavior and conduct of the picketers is in accordance with the picketing rules.

3.5.4 Marshals shall remain available to liaise with the Employer in regard to any issues associated with the picketing and/or the conduct of striking employees.

### **3.6 Where and When Picketers may Picket**

3.6.1 The picket shall take place only on the Hatfield Campus, in the driveway area between the public road and the gates of the "Engineering Gate" but not on the public road, public sidewalk parallel to the road or inside the barrier at the "Engineering Gate." Speed fencing will be erected by the Employer to allow for vehicles via two lanes to enter the parkade and to exit the parkade via two lanes.

3.6.2 Picketing hours will be allowed between 08:30 and 15:30 during weekdays. No picketing may take place over weekends.

### **3.7. Implementation**

3.7.1 Before commencing any picket the Union shall furnish the Employer in writing with the names and telephone numbers of the conveners and marshals appointed in terms of this rules.

3.7.2 The picketing rules shall only come into effect after the 48 hours strike notice expires.

### **3.8. Disputes**

3.8.1 In the event of a dispute arising over compliance with the terms of this agreement, the marshals appointed and the Union office bearers in charge of the picket shall meet with representatives of the Employer's management team in an endeavour to resolve the dispute, immediately at the site of dispute.

3.8.2 Any breach and/or violation of the picketing rules by picketers may constitute misconduct and disciplinary action will be taken against such picketers in terms of the applicable legislation.

### **3.9. Duration**

These picketing rules shall remain valid until the CCMA has issued new picketing rules or the Parties agreed on new picketing rules.

#### **4 PEACE OBLIGATION**

The Parties agree that neither Party shall commence, cause or permit any industrial action against the other Party during the dispute resolution process or during the operational period of a collective agreement in respect of such issue in dispute or, where applicable, unless the procedures of this agreement or the Act or any Law (where applicable) have been followed concerning any matter in issue which is the subject matter of this agreement, or any agreement concluded in terms of this agreement.