

IN THE DISCIPLINARY ENQUIRY MATTER BETWEEN

EASTCAPE MIDLANDS COLLEGE

EMPLOYER

**DEPARTMENT OF HIGHER EDUCATION
AND TRAINING**
("The Employers")

NEW EMPLOYER

and

CATEGORY 1 EMPLOYEES

EMPLOYEES CAT 1

CATEGORY 2 EMPLOYEES
("The Employees")

EMPLOYEES CAT 2

Represented by:

**NATIONAL EDUCATION HEALTH
AND ALLIED WORKERS UNION**

NEHAWU

SETTLEMENT AGREEMENT

PREAMBLE

This agreement seeks to regulate a settlement between the parties, in as far as the discipline and return to work of NEHAWU members is concerned and is designed to return all campuses to a state of normality. Consequently, NEHAWU and the Employers agree to the actions and processes set out below.

Employees Cat 1 are those Employees before the disciplinary enquiry convened on 14 May 2015, inclusive of the NEHAWU Shop Stewards (The Shop Stewards), and the 66 (sixty six) employees ("the 66 employees") dismissed by the Employer on 29 January 2015.

Employees Cat 2 are those Employees who participated in the unprotected strike, but have not yet been subject to disciplinary action.

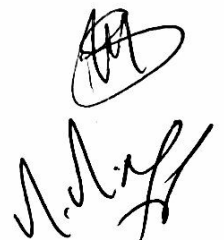


IT IS AGREED THAT:

1. Employees Cat 1 abandon their participation in the current unprotected strike action.
2. Employees Cat 1 will resume their duties on the terms set out below.
3. Employees Cat 1 accept a Final Written Warning in relation to their participation in the unprotected strike action, which Final Written Warning will be enforceable for a period of 12 (twelve) months from the respective dates of resumption and assumption of the Employees' duties.
 - 3.1. In respect of the 66 employees, it is agreed that the period from the date of signature of this agreement until their resumption of duties is to be treated as unpaid leave.
4. The Shop Stewards accept a Final Written Warning in relation to their participation in the unprotected strike. Their Final Written Warning will be enforceable for a period of 12 (twelve) months from the date of resumption of their duties.
5. NEHAWU undertakes that none of its members will participate in unprotected strike action, irrespective of the Final Written Warnings, for so long as NEHAWU has members employed by the Employers.
6. Employees Cat 2, irrespective of the duration of their participation in the unprotected strike action, accept Final Written Warnings valid for 12 (twelve) months, effective from 7 September 2015.
7. Employees Cat 1 will assume their duties, with effect from 7 September 2015 subject to the terms of this agreement, given that there are many arrangements to be made by the college to prepare for such an event.
8. Employees Cat 1 and Employees Cat 2 agree to repay the advances made to them as a consequence of the "no work, no pay" principle, plus an additional salary forfeiture equivalent to 1 (one) month's salary, by way of deductions from their salaries, as repayment of said advances and salary forfeiture. Said deductions from salaries shall be made in accordance with the PFMA and its regulations and Persal rules that govern such deductions from salaries.

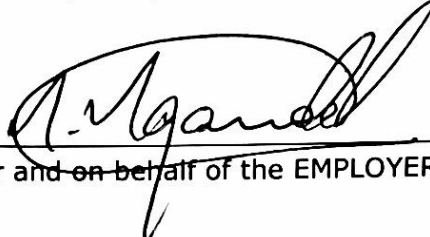
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- 8.1. With regards to 7 above, it is agreed that the 66 employees will serve their salary forfeiture, equivalent to one month's salary, between the date of signature of this agreement and 7 September 2015.
9. Cat 1 and Cat 2 Employees agree to sign acknowledgements of debt signifying their agreement to the deductions referred to herein and to this agreement as a whole.
10. The Employers reserve the right to institute disciplinary proceedings against any and all Employees who may have committed acts of misconduct during the period of disruption that commenced in January 2015 and culminated in this settlement agreement.
11. The Employers commit to the rights accorded to employees in terms of the collective bargaining agreements that have not been fully implemented. The New Employer will initiate a process to quantify the backlogs and to establish reasons why such backlogs have occurred and to source funding to ensure that these rights are fulfilled within the availability of identified funds. The New Employer will provide feedback regarding its findings within two months of the signing of this agreement.
12. The parties agree to a process of relationship building to be facilitated by DHET, for which the plans and activities are to be determined and agreed by 21 August 2015.
13. The Employer reserves its right to institute proceedings in the Labour Court for the recovery of its just and equitable losses incurred as a result of the unprotected strike action that this agreement is intended to resolve.
14. Any and all communications to third parties, including but not limited to the media but excluding the immediate feedback to NEHAWU's members and the Employers' employees, shall be agreed between the Employers and NEHAWU before such communications take place. The latter communications to members and employees should, as far as possible, be a reading of this agreement without addition or omission.
- 14.1. The national NEHAWU and DHET officials will, on the signing of this agreement, announce that a settlement has been reached, further details of which will be made in a media statement on Tuesday 11 August 2015

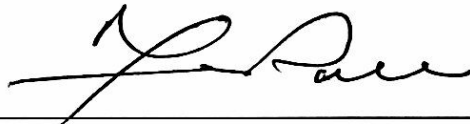
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15. Should there be any dispute over the interpretation and / or implementation of this agreement, then the parties agree that they will refer the matter to the Bargaining Council having the relevant jurisdiction.

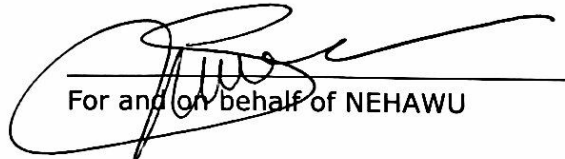
DATED at PORT ELIZABETH on this 7 Day of AUGUST 2015.


For and on behalf of the EMPLOYER

DATED at Port Elizabeth on this 7 Day of AUGUST 2015.


For and on behalf of the NEW EMPLOYER

DATED at PORT ELIZABETH on this 7 Day of AUGUST 2015.


For and on behalf of NEHAWU

4