

6 September 2007

DOCUMENT: RETRENCHMENT FOR THE "MATCH AND PLACEMENT" PROCESS

1. STATEMENT OF INTENT

- 1.1 It is the intention of TUT to make use, as an absolute last resort, of retrenchments to reduce surplus staff that may be the result of the match and placement process.
- 1.2 *It is thus also an agreed upon principle that a staff member whose position could not be guaranteed, will be given the opportunity to consider other options available, including redeployment, before any attempt is made by the TUT to terminate the staff member's employment. The TUT will make all reasonable efforts to redeploy staff whose positions are redundant to suitable alternative employment. **Retraining of staff will be considered where appropriate within reasonable period and in accordance with the match and place criteria.***

2. APPLICATION OF THIS DOCUMENT

- 2.1 This document will apply to the retrenchment of staff that were not placed in a position in terms of the match and placement process.
- 2.2 Staff will not be considered for the retrenchment package before they have been considered for an initial placement in respect of their substantive post.*
- 2.3 *Vacant positions will not be advertised and filled until the suitability of affected staff members has been assessed for **redeployment and retraining as per paragraph 1.2.***
- 2.4 *Where more than one staff member seeking redeployment may be suitable for a vacant position, selection to the position will be made on merit, based on the selection criteria for the position and the applicable criteria pertaining to the applicants involved.*
- 2.5 **Suitability for redeployment and retraining (as per paragraph 1.2) will be considered by the HR Redeployment Committee.**

3. RULES

- 3.1 Before any decision is taken on possible retrenchments by the institution, Human Resources will consult the relevant stakeholders, i.e. organized

labour. The consultation process will be done in accordance with the provisions of the Labour Relations Act, 66 of 1995 (as amended).

The employer will provide the unions with all relevant details and information as to why it considers retrenchment to be the appropriate consideration and the same information will be given to employees affected by the decision.

- 3.2 The parties will consult and engage in a meaningful joint consensus-seeking process in an attempt to reach consensus on:
 - 3.2.1 appropriate measures to:
 - avoid the retrenchments;
 - minimize the number retrenchments;
 - change the timing of the retrenchments; and
 - mitigate the adverse effects of the retrenchments.
 - 3.2.2 the method for selecting the employees to be retrenched; and
 - 3.2.3 the retrenchment package for the selected staff members.
- 3.3 The Human Resources Division will be responsible for ensuring that the document on the retrenchment for the match and place process is applied correctly.
- 3.4 Long service awards will be presented only if the staff member had completed the particular period of service on or before the termination date.
- 3.5 The Human Resources Division will be the only duly mandated section to engage and communicate with the relevant stakeholders e.g. organized labour and staff members who are not members of the union (or their nominated representatives) etc. on the issues related to the process of retrenchment.
- 3.6 The Human Resources Division will be responsible for the administrative aspects to support any retrenchment process.
- 3.7 The Human Resources Division will be responsible for making arrangements regarding support and counseling to any staff member that may be affected by the intended retrenchment.
- 3.8 In addition to the redeployment of staff, the early retirement (of staff who qualify) or retrenchment, whichever is greater, will be considered as an alternative.

- 3.9 When redeployment is offered as an alternative to retrenchments, provided that the alternative position is a suitable position, and the staff member does not accept the alternative position offered, the staff member will be afforded the retrenchment package.
- 3.10 The following principles/criteria will be considered in determining whether a post is a suitable alternative redeployment position, or not:
- Remuneration
 - Status
 - Job Security
 - Staff members personal circumstances, e.g. transfer to distant campuses
 - Job requirements of the vacant post
- 3.11 Preference will be given to the retrenched employee to be considered for re-employment in any future process of appointment for which the retrenched employee is qualified or suitable. This is applicable to both fixed term and permanent posts for a period of two(2) years. Unions will be informed of such vacancies by HR.
- 3.12 All staff members who are retrenched are entitled to a retrenchment package, to be read with par 3.10.
4. **RETRENCHMENT PACKAGES**
- Retrenched staff members will be entitled to the following retrenchment package and other benefits:
- 4.1 Three (3) weeks of remuneration (total cost to company) for every completed year of service.
- 4.2 The existing medical aid benefit, as determined by the conditions of employment of the previous institution, shall apply to the staff member concerned (This benefit will immediately be available with no "phasing in"). This item will only be applicable in the cases where the respective staff member qualifies for early retirement, i.e. fifty five (55) years and older.
- 4.3 The guaranteed benefit (where applicable), as determined by the rules of the NTRF and the agreement between TUT and the NTRF, shall apply and be payable to the NTRF. The guarantee will be calculated on a pro rata basis.
- 4.4 Pro-rata annual bonus.
- 4.5 All accumulated and compulsory leave not taken.

- 4.6 Medical Aid and Group Life Assurance premiums will be paid for one (1) month on behalf of the staff member.

- 4.7 All staff members and their dependants making use of the current study benefits will be allowed to conclude the current studies in terms of the study benefit policy.

5. **ASSISTANCE TO RETRENCHED STAFF**

The TUT shall provide the necessary assistance to retrenched staff as agreed with organized labour and shall normally include the following:

- 5.1 Certificate of service.
- 5.2 Obtaining a tax directive.
- 5.3 Permission to attend interviews during working hours.
- 5.4 Template to compile curriculum vitae.
- 5.5 Counseling services for the affected staff members.
- 5.6 *Provision of UIF documentation.*

6. **TERMINATION PROCEDURE**

- 6.1 All retrenchments **at the relevant employment band/layer** will be effected at the same time to avoid ongoing uncertainty among staff members.*
- 6.2 Human Resources to inform all staff members about the outcome of the "match and placement" process.
- 6.3 When informing the affected parties, Human Resources should ensure that full details of the retrenchment is given verbally and in writing, including:
 - 6.3.1 Notice period for termination of employment (one calendar month).
 - 6.3.2 Whether the staff member will be paid in lieu of notice and whether the staff member will be required to work the notice period.
 - 6.3.3 Details of the retrenchment package.

- 6.3.4 The staff member's salary *and retrenchment pay to be* paid into his/her bank account on the normal payday of the notice month.
- 6.3.5 Applicable statutory and TUT termination of service procedures will also be adhered to.

7. **DISPUTES**

Should the staff members be aggrieved by any decision of TUT in terms of the retrenchment process, they may declare a dispute through internal procedures, otherwise may, within 30 days follow the dispute settlement procedure as set out in the Labour Relations Act 66 of 1995 (as amended).

- * Paragraphs 2.2 and 6.1
Relevant bands/layers refer to:

Academic (Teaching/research):	1. P5 – P9
Academic and administration support:	1. P5 – P6 (Directors/Managers) 2. P6 – P8 (Deputy Directors, supervisors and professionals) 3. P9 – P13 (Administration/ Technical staff) 4. P14 – P18 (Service workers)

PROCEDURE FOR ADVERTISING VACANCIES DURING MATCH AND PLACE PROCESS

1. A vacancy, for the purpose of the match and place process is defined as:
 - 1.1. a new position in the approved structure, with no eligible staff member currently performing 50 % or more of the functions;
 - 1.2. an existing position which became vacant due to a resignation/ natural attrition.
 - 1.3. an existing position for which no current incumbent qualifies.
2. All vacancies will be considered as possible opportunities for which staff members, who have not been placed, can be considered for redeployment at the same level.

The suitability of the staff member in terms of the job requirements will be considered.
3. Positions will be advertised internally firstly to the entire TUT environment, after the Placement Committee confirmed that no staff member could be redeployed.
4. If no suitable candidate could be appointed internally, the vacancy will be advertised externally.

CANCELLATION/RATIONALISATION OF ALLOWANCES DUE TO PLACEMENT

1. ALLOWANCES

All allowances, if not applicable to the post in which a staff member has been placed, will be terminated with immediate effect.

2. HOD ALLOWANCES

- 2.1 Allowances paid to rotating or temporary heads of department or academic section heads will be terminated with immediate effect, if not applicable to the post.
- 2.2 A once-off compensation calculated on the basis of the retrenchment package (pro-rata) for the match and place process, will be paid to permanently appointed heads of department who were not confirmed as head of department in the new structure.

HUMAN RESOURCES REDEPLOYMENT COMMITTEE

Staff members who are not successfully placed in positions within the new structure during that round of placements, move to the redeployment pool by default, i.e. they were considered in terms of the placement criteria and were unsuccessful.

Before moving to the next level of match and place, the following committee will consider all vacancies that still exist after that round of match and place, as opportunities for which staff members who have not been placed, can be considered for redeployment at that level.

Human Resources Redeployment Committee Members

Mrs V Tlhabanelo	Chairperson
Mrs R van Heerden	
Mr D Radipabe	
Dr GJ Brink	
NUTESA (1)	
NEHAWU (1)	

By invitation:

Mr D Naidoo
Dr R Laka-Mathebula
Dr M Sirayi
Dr J Zaaiman