



**Tshwane University
of Technology**

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**COLLECTIVE AGREEMENT
ON ANNUAL SALARY REVIEW AND OTHER SUBSTANTIVE MATTERS
FOR 2023**

ENTERED INTO AND SIGNED

BETWEEN

TSHWANE UNIVERSITY OF TECHNOLOGY

(TUT)

AND

THE NATIONAL EDUCATION HEALTH AND ALLIED WORKERS UNION

(NEHAWU)

M-J.
*P/ RE MP T-M

TUT BARGAINING FORUM (TUTBF)

COLLECTIVE AGREEMENT ON ANNUAL SALARY REVIEW AND OTHER SUBSTANTIVE MATTERS FOR 2023

PREAMBLE:

The parties considered in several meetings, the list of demands submitted by NEHAWU for annual wage review for 2023 and wish to record their agreement regarding the matters listed below. The parties have resolved that it is in the best interest of the university and its employees to reach an agreement on the substantive issues.

The parties also agree that all other terms and conditions of service not altered by this agreement shall remain unchanged for the duration of this agreement unless agreed to, reduced to writing and signed by the authorised and mandated representatives of the parties to this agreement.

1. SALARY INCREASE FOR 2023

TUT Management and NEHAWU have reached an agreement of 6% salary increase for employees who fall within the Bargaining Unit (Post Levels 5 to 16). Labour accepts the 6% despite tabling a demand for CPI adjustment due to financial affordability of the University.

- 1.1. The salary increase will be effective from 01 January 2023 for all employees in service of TUT at the time of the signing of this agreement.

2. ONCE-OFF PAYMENT

- 2.1. All employees on Post Levels 5 to 16 will receive a once-off payment of four thousand rand (R4 000) to be paid on 20 June 2023 at the latest.

3. NON-PENSIONABLE ALLOWANCE

- 3.1. The non-pensionable allowance will be increased by 6% for employees on Post Levels 5 to 16.

4. LONG SERVICE COMPENSATION

- 4.1. The long service award will increase to a rate of one thousand rand (R1 000) per year of service completed (i.e. five (5) years of service equals to R5 000).

5. MEDICAL AID ALLOWANCE






- 5.1. Parties agreed that the medical aid allowance increase for 2023 will be effected and implemented as per the 2022 agreement on Medical Aid Allowance, which provides as follows:

5.1.1 From 2022 onwards, the average Medical Aid inflation for that specific year will be the baseline for negotiation on Medical Aid Allowance. The September / October projections from the medical aids will be used to determine the average.

5.1.2 In the event the Medical Aid average increase (Bonitas, Discovery and Umvuzo) is less than the general increase, the general increment will be effected.

5.1.3 The Medical Aid Allowance will be increased by the average medical aid increases from 2022 (i.e. Bonitas, Discovery and Umvuzo).

- 5.2. For 2023, the average Medical Aid increase is 6.90%.

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Page 2 of 7

5.3. Management gives notice to renegotiate the 2022 agreement on Medical Aid allowance.

6. TRANSPORT ALLOWANCE AND TRAVEL ASSISTANCE

6.1. The parties have noted that the Policy on Travel and Subsistence remains applicable. Where employees use their private vehicles, kilometres travelled can be claimed in terms of the applicable Policy/ Policy on Travel and Subsistence.

6.2. The current Policy on Travel and Subsistence will be revised and finalised within three (3) months from the date of agreement and the following will apply:

6.2.1. The AA or the South African Revenue Services (SARS) rates will be applied for reimbursement to employees who use their private vehicles for official purposes. These rates will be applied in conjunction with other relevant provisions in the University's Policy on Travel and Subsistence as well as in line with the SARS regulations.

6.2.2. Employees will be reimbursed for official travel, irrespective of the kilometres travelled.

6.2.3. Employees who qualify in terms of the SARS regulations may restructure their total packages to make provision for an allowance on an individual basis.

7. LEAVE

7.1. For annual leave, the current Policy on Leave will remain applicable, and that any legislative changes will be incorporated as soon as such changes are gazetted by Government.

7.2. Leave days will be transferred to the following year as per current policy and will be forfeited if not used.

7.3. Accumulated leave remains as per current policy, and the next selling of leave days will be considered for 2024 based on financial viability and only for those employees who did not sell in the previous cycle.

8. ARLC STRUCTURE AND JOB PROFILE DEVELOPMENT

8.1. Management and Labour agree that the structure and job profiles for positions of ARLC Department will be developed and/or revised to address the environment's needs. The TUTBF members' task team will be involved in this process and update the TUTBF on the progress.

8.2. The structure and job profiles will be reviewed within the organisational review process by the Optimisation committee and be concluded within six (6) months from the date of signing this agreement.

9. EMPLOYEE ASSISTANCE FUND

9.1. The maximum limit for the employee emergency loans will be increased to twenty-five thousand (R25 000) per annum twelve thousand five hundred (R12 500) every six (6) months when paid off). The normal applicable conditions for the emergency loan will remain the same.

9.2. The HRBPs will use the electronic signature process to mitigate the delay in accessing this fund.

9.3. A TUTBF members task team will be established to refine the application form for an emergency loan and align the form with the National Credit Act, 2005 (Act No. 34 of 2005). The task team will consist of three (3) members from Management and three (3) members from Labour.

10. INTER-STAFF TRANSPORT

10.1. The parties have noted that this matter arises from previously concluded collective agreement, where after a TUT Bargaining Forum Task Team was established to explore the modalities of effecting inter-campus transport services for employees.

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Page 3 of 7

- 10.2. Parties agree to a staff transport pilot project to determine the feasibility of this project. The pilot project will run for six (6) months and a report will be submitted to the TUTBF for final decision.

11. STAFF PRE-SCHOOL FACILITIES

- 11.1. In 2022, Tshwane University of Technology partnered with Early Childhood Development Centres near the campuses of the University and entered into a memorandum of understanding with the specified Early Childhood Development Centres outlining accommodation and / or preferential treatment to be afforded to TUT employees.

12. STAFF CAFETERIA AT DISTANCE CAMPUSES

- 12.1. The current existing staff cafeterias will continue to provide services to employees.
- 12.2. Parties agreed that the staff cafeteria at campuses where they have not been functional, eMalahleni and Polokwane, will be operational effective from 1 March 2023.

13. PUBLISHING AND FILLING OF ALL FUNDED VACANT POSITIONS

- 13.1. A recruitment plan will be developed to determine recruitment needs. The recruitment plan will be in line with the Continuous Improvement Process.
- 13.2. All funded positions to be published in consultation with environments.
- 13.3. Within one (1) month of signing of this collective agreement, an Optimisation Committee will be formed.
- 13.4. The current TUTBF Job Evaluation Committee task team will be expanded with TUTBF members to operate as an Optimisation Committee and will be reviewed at the end of the Organisational Review Process.
- 13.5. Optimisation Committee will be a standing item on TUTBF agenda until the Organisational Review Process is finalised.

14. DECENTRALISATION

- 14.1. Parties acknowledge that there is a need for the University to continuously review its processes in order to remain competitive in its environment and agree that decentralisation, implemented as part of Organisational Review process, be implemented from 2023. Primary focus areas for 2023 will start with the academic environment, library, ARLC and operations.
- 14.2. The Optimisation Committee will provide monthly updates to the TUTBF.

15. WORKING HOURS FOR ACADEMIC EMPLOYEES

- 15.1. Employees are required to work 40 hours per week, of which academic employees are expected to be on campus for 25 hours (15 hours teaching and 10 hours for consultations) per week as per the collective agreement signed in 2005.
- 15.2. The parties noted that provision is made for equitable distribution of work for academic employees in the recent updated Policy on Appointments, Promotions and Duties of Instructional and Research Employees (Academic), and that any disputes on the implementation of this policy will be addressed as and when they arise.
- 15.3. Academic employees may motivate to the relevant Executive Dean of the specific Faculty, for the reduction of lecturing hours based on circumstances such as a large research and supervisor workload, extensive community projects, and number of groups and students that needs to be serviced.

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- 15.4. The Deputy Vice-Chancellor: Teaching, Learning and Technology and Executive Deans will engage the TUTBF on the workload equalisation, SLE and mechanisms to convert part-time yearly contracts to three-year fixed contracts.

16. REVIEW POLICY ON STUDY BENEFITS AND REWARDS

- 16.1. The Policy on Study Benefits and Rewards will be reviewed within three (3) months of signing of the collective agreement.
- 16.2. HRD is currently providing funding for technical training and trade test qualifications through the Skills Levy Grant Money.

17. RESEARCH FUNDING

- 17.1. Parties agree that the current distribution of research funding will remain in place, however, a Task Team will be established to investigate the probability on whether the money currently paid to the researchers' L-account, could be reimbursed to the researchers' personal account.
- 17.2. The TUTBF task team will consist of three (3) members from Management, three (3) members from labour in conjunction with the Directorate of Research and Innovation which will report to the TUT Bargaining Forum by 31 July 2023.
- 17.3. Parties agree that 25% of the 50% that is currently being paid to the L-account of researchers be paid to the researcher's own account and researchers will be paid after the two-year funding cycle.

18. REMOVAL OF POST LEVEL 16

- 18.1. Parties agreed that the removal of post level 16 will be discussed at the normal TUTBF.

19. CREATION OF PENSION FUND DISBURSEMENT COMMITTEE

- 19.1. The parties agree that a Pension Monitoring and Evaluation Committee be established.
- 19.2. The Committee will compile the terms of reference and submit to the TUTBF for approval.
- 19.3. The Committee will monitor the disbursement in order to intervene where there are challenges.

20. FUNERAL ADVANCEMENT POLICY

- 20.1. Parties agree that there is a need to develop a funeral advancement policy and a TUTBF members Task Team be established to develop a Policy on Funeral Advancement for adoption by the TUTBF. The Task Team will consist of three (3) members from Management and three (3) members from Labour.
- 20.2. A TUTBF members Task Team to be established within three (3) months to finalise the policy development.

21. PROMOTION FOR ACADEMIC EMPLOYEES

- 21.1. In 2022, the parties agreed that a TUTBF members Task Team be established to investigate the possibility for automatic conversion for academic employees when obtaining their doctoral qualifications from lecturer to senior lecturer. The Task Team consisted of three (3) members from Management, three (3) members from labour in conjunction with the Deputy Vice-Chancellor: Teaching, Learning and Technology.
- 21.2. On recommendation from the TUTBF Task Team, the parties agree that:

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Page 5 of 7

- 21.2.1. Promotion from lecturer to senior lecturer should not be automatic.
- 21.2.2. The timelines for promotions should be reviewed from five (5) years to every two (2) years.
- 21.2.3. Scoresheet for promotions should be reviewed and synchronised with the revised Policy on Appointments, Promotions and Duties of the Instructional and Research Employees (Academic) once it is implemented.
- 21.2.4. The issue of SLEs should be in line with the budget when the revised Policy on Appointments, Promotions and Duties of the Instructional and Research Employees (Academic) is approved for implementation.
- 21.2.5. The Policy on Appointments, Promotions and Duties of the Instructional and Research Employees (Academic) should be reviewed within 12 months following the signing of this agreement.

22. REMOVAL OF THRESHOLD ARTISANS WHEN REQUIRED TO WORK OVERTIME

- 22.1. Parties agreed that a TUTBF members Task Team be established to investigate how the threshold should be dealt with. The Task Team will consist of three (3) members from Management and three (3) members from Labour.
- 22.2. The investigation will be concluded within two (2) months of signing the collective agreement.

23. YEAR-END FUNCTION 2023

- 23.1. The parties agreed that employees will receive four-hundred and fifty (R450) for the year-end function and four hundred (R400) for a gift at the end of 2023.

24. EQUALISATION OF ARTISAN POST LEVEL POSITIONS AND ARTISAN ASSISTANTS

- 24.1. Parties note that there are different groups of Artisans and Artisan Assistants. The parties then agreed to re-evaluate all the groups within two (2) months and the progress will be monitored by the TUTBF.

25. INTRODUCING RPL FOR PURPOSES OF PROMOTIONS

- 25.1. Parties agreed that Recognition of Prior Learning (RPL) will be used for qualification requirements within Post Levels 14 to 16.
- 25.2. The process to initiate this project to be completed within six (6) months.

26. INTRODUCTION OF PROFESSIONAL CLOTHING TO RESPECTIVE ENVIRONMENT

- 26.1. Parties agreed that the Policy on Clothing Allowance will be reviewed within three (3) months of signing this agreement.

27. IEMAS to provide other services to workers

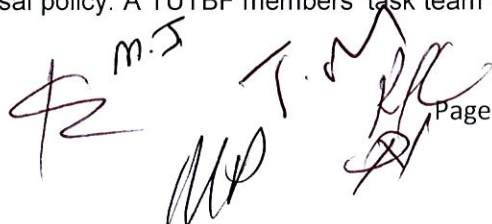
- 27.1. A task team to be formed of three (3) member of each party to investigate the feasibility of IEMAS providing loan consolidation. This will be done within three (3) months of signing this agreement.

28. REVIEW OF PROMOTIONAL POLICY ON RECRUITMENT

- 28.1. Parties agree to review the promotional policy on recruitment.

29. REVIEW OF ASSETS DISPOSAL POLICY OF THE UNIVERSITY

- 29.1. Parties agree to develop or review the assets disposal policy. A TUTBF members' task team will be established.


 Page 6 of 7

30. EQUAL PAY FOR WORK OF EQUAL VALUE TO ALL DEPARTMENTS STARTING WITH CLEANERS (IRRESPECTIVE OF WHERE THEY ARE EMPLOYED WITHIN THE INSTITUTION)

30.1. Parties agree that the employer will abide by the legislative requirements.

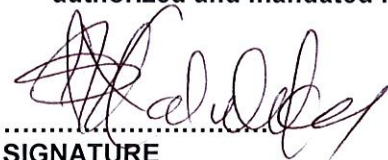
31. JOB EVALUATION

31.1. Parties agree to consolidate job evaluation where the need arises, starting with the following environments: ICT, Landscaping, HR & T and HEDS; this will be subject to Organisational Review and the current Policy on Job Evaluations remains applicable.

32. DECENTRALISE FINANCIAL AID ENVIRONMENT AT GA-RANKUWA AND SOSHANGUVE CAMPUSES

32.1 Parties agree that this matter will be resolved within two (2) months of signing this agreement. A report will be tabled at the normal TUTBF.

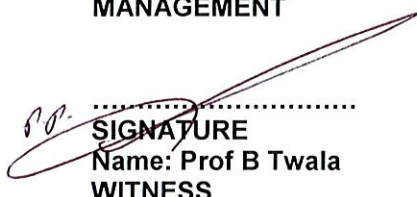
Duly entered into and signed on this 9th day of June 2023 at the Pretoria Campus by the authorized and mandated representative of the parties.



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SIGNATURE
Name: Prof T Maluleke
MANAGEMENT



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SIGNATURE
Name: Mr M Baloyi
LABOUR



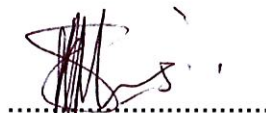
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CHIEF NEGOTIATOR



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Name: Mr R Mboweni
CHAIRPERSON OF THE TUT BARGAINING FORUM