

**COLLECTIVE AGREEMENT:
TRANSITIONAL ARRANGEMENTS TOWARDS A SINGLE SET OF
CONDITIONS OF SERVICE**

Entered into between:

**THE UNIVERSITY OF KWAZULU-NATAL
AND
NTEU, NEHAWU, and UKSU
(Hereinafter referred to as 'the parties')**

TRANSITIONAL ARRANGEMENTS

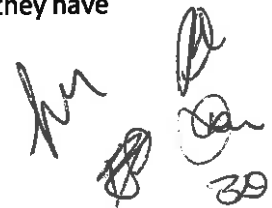
The parties to this agreement agree:

1. ANNUAL LEAVE

- 1.1 Any staff member below the current allocation as stipulated in the 2018 COS will be given an adjustment up to their current annual leave allocation taking into account years of service and reducing by the annual shutdown leave if applicable.
- 1.2 The 2017 non-accumulative leave accrued must be taken by 31 July 2018 failing which such leave will be forfeited.

2. TRANSITIONAL PROVISION FOR ACCUMULATIVE LEAVE BALANCES

- 2.1 All accumulated leave standing to a staff member's credit on 31 December 2017, will be transferred into Transitional Accumulative Leave.
- 2.2 Employees with Transitional Accumulative Leave balances will be required to take a minimum of 10 days per annum from this leave balance until the Transitional Accumulative Leave is exhausted. This leave will be forfeited if not taken in that year.
- 2.3 Employees will be allowed encashment of leave based on the quantum of Transitional Accumulative Leave at 31 December 2017. Each occasion of encashment will require the employee to have first applied for 10 days of Transitional Accumulative Leave on the leave system before 31 July of that year to be taken in that year. Following this, employees will be permitted to encash Transitional Accumulative leave according to the following provisions outlined in 2.3.1 to 2.3.4. This leave cannot be cancelled but may be amended with permission.
 - 2.3.1 Employees with up to 30 days of Transitional Accumulated Leave will be permitted to encash up to 10 days of Transitional Accumulative Leave in 2018 once they have taken or applied for 10 days of Transitional Accumulative Leave in 2018.
 - 2.3.2 Employees with 31 to 60 days of Transitional Accumulated Leave will be permitted to encash up to 10 days of Transitional Accumulative Leave in 2018, once they have taken or applied for 10 days of Transitional Accumulative Leave in 2018. They are permitted to encash up to a further 10 days of Transitional Accumulative Leave in 2019, once they have taken or applied for 10 days of Transitional Accumulative Leave in 2019.



2.3.3 Employees with 61 to 90 days of Transitional Accumulated leave will be permitted to encash up to 15 days of Transitional Accumulative Leave in 2018, once they have taken or applied for 10 days of Transitional Accumulative Leave in 2018. They are permitted to encash up to a further 15 days of Transitional Accumulative Leave in 2019, once they have taken or applied for 10 days of Transitional Accumulative Leave in 2019.

2.3.4 Employees with greater than 90 days of Transitional Accumulated leave will be permitted to encash up to 15 days of Transitional Accumulative Leave in 2018, once they have taken or applied for 10 days of Transitional Accumulative Leave in 2018. They are permitted to encash up to a further 15 days of Transitional Accumulative Leave in 2019, once they have taken or applied for 10 days of Transitional Accumulative Leave in 2019, and to encash up to a further 15 days of Transitional Accumulative Leave in 2020, once they have taken or applied for 10 days of Transitional Accumulative Leave in 2020.

2.4 The leave that is encashed will be calculated on the pensionable earnings as at December 2017.

2.5 Any remaining Transitional Accumulative Leave not taken at resignation or retirement shall be paid at the rate of the staff member's pensionable earning calculated as at 31st December 2017.

3. POST-RETIREMENT MEDICAL AID SUBSIDY

Existing employees who are currently entitled to post-retirement medical subsidy shall continue to retain such benefit as outlined in the table below, with reference to employment date:

| INSTITUTION | APPOINTMENT DATE | PERIOD END DATE | SUBSIDY % |
|-------------|---|------------------|-----------|
| Ex Natal | Prior to 24 March 1988 | 24 March 1988 | 100 |
| | From 25 March 1988 | 31 January 2002 | 50 |
| | From 31 January 2002 | 31 December 2003 | 66.66 |
| Ex UDW | Prior to 31 December 2003 | 31 December 2003 | 66.66 |
| UKZN | From 1 January 2004 | 1 July 2004 | 66.66 |
| UKZN | There is no PRMA for anyone permanently employed from 2 July 2004 | | 0 |

4. MEDICAL AID SUBSIDY

4.1 There will be a once-off allocation to buffer staff against any future increases in medical aid costs greater than the annual cost of living increase.

4.2 For all existing permanent staff in service as at 31 December 2017 on Total Remuneration Package, and for staff on fund salary migrating to Total Cost of Employment (TCE), after TCE take-on calculations the following increase on the Total Cost of Employment will be implemented:

4.2.1 Staff earning up to R 250 000 TCE will be granted a 2.5% allocation.

4.2.2 Staff earning between R250 000 up to R750 000 TCE will be granted a 1.5% allocation.

4.2.3 Staff earning > R750 000 TCE will be granted a 1% allocation.

4.3 These allocations will be provisioned prior to the 2018 annual cost of living increase.

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- 4.4 For all existing permanent staff (those on Fund and those who have migrated to the 2012 Conditions of Service) in the system on 31 December 2017, for a 7 year period ending 31 December 2024, when a dependant is added to the UKZN Medical and Bonitas Schemes, the University will increase their Total Cost to Employer (TCE) by the amount equivalent to a 2/3 subsidy of that dependant at the cost prevailing at the time that the dependant is added to the UKZNMS. Removal of such dependant within this 7 year period from the UKZN Medical and Bonitas Schemes for whatever reason in the instance of voluntary exclusions will result in the withdrawal of the University's medical contributions . In all cases, the rules of the respective medical schemes will apply.
- 4.5 For all existing permanent staff in the system on 31 December 2017, for a 7 year period ending 31 December 2024, when a child dependant turns 21, the University will increase their Total Cost to Employer (TCE) by the amount equivalent to a 2/3 subsidy of the difference between the prevailing cost at the time of a child and adult dependant.

5. TUITION REMISSION

- 5.1 Employees and their dependants who have been granted tuition remission in 2017, will continue to receive such remission under the conditions it was granted in 2017, until the completion of the said degree.
- 5.2 Any new applications will be dealt with in terms of the prevailing Conditions of Service and Tuition Remission Policy.

6. BONUS ACCRUAL

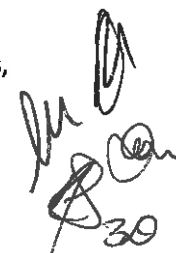
The accrued value of the balance of the 2017 service bonus, following the previous payment until 31 December 2017 will be paid in the employee's birthday month in 2018.

7. RETIREMENT

- 7.1 All staff due to retire as at December 2017 who wish to remain in service pending the Council decision regarding the extension of the retirement age to 65 years, will have their retirement date deferred to the end of February 2018.
- 7.2 If the proposed new single set of conditions are approved by Council, then the employees referred to in clause 6.1, will remain in service until the year they turn 65 years of age.
- 7.3 If the proposed new single set of conditions are approved by Council, staff who are currently superannuated beyond 60 years of age will remain in service until the age of 65 years or until the end of the current superannuation contract if this has been granted beyond the age of 65 years for that employee.

8. CONVERSION TO TCE

- 8.1 Fund and benefits as at 31 December 2017 will be converted to TCE with no decrease in net pay provided that the December 2017 salary structure remains constant.
- 8.2 Incorporated into the TCE will be the variable components, which includes Medical Aid Subsidy/Allowance, Retirement Fund Employer Contributions, Housing Allowance, Service Bonus,



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Group Life Employer Contribution. For the purposes of consistency and the effective dates of the medical premium increases (December 2017 and January 2018), the 2018 medical premium rates will be applicable for conversion to TCE.

- 8.3 The applicable allocation to cover future medical aid increase above cost of living (as per clause 4) will be added to the TCE.
- 8.4 The annual Cost of Living increase will then be applied.
- 8.5 A minimum adjustment to the new 2018 salary ranges as approved by REMCO where applicable will be applied.
- 8.6 Staff may then modify the components of the TCE in terms of their specific circumstances and needs.

9. APPLICABILITY

Effective 1 January 2018, if proposed new single set of conditions approved by Council.

THIS AGREEMENT ENTERED INTO BY THE UNIVERSITY OF KWAZULU-NATAL AT WESTVILLE THIS 18th DAY OF DECEMBER 2017.



FOR THE UNIVERSITY



WITNESS 1



WITNESS 2

THIS AGREEMENT ENTERED INTO BY UKSU AT WESTVILLE THIS 18th DAY OF DECEMBER 2017



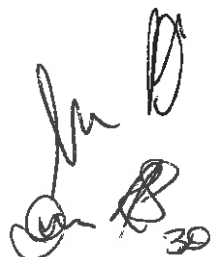
FOR UKSU



WITNESS 1



WITNESS 2



**THIS AGREEMENT ENTERED INTO BY NTEU AT WESTVILLE THIS
18th DAY OF DECEMBER 2017**

FOR NTEU

WITNESS 1

WITNESS 2

**THIS AGREEMENT ENTERED INTO BY NEHAWU AT WESTVILLE THIS
18th DAY OF DECEMBER 2017**



FOR NEHAWU



WITNESS 1



WITNESS 2


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