

UNIVERSITY OF KWAZULU-NATAL
Memorandum of Collective Agreement
on Remuneration Issues
For the Period 2021-2024

Entered into Between the:

UNIVERSITY OF KWAZULU-NATAL
(UKZN)
(Hereinafter referred to as 'the University')

AND

NATIONAL EDUCATION HEALTH & ALLIED WORKERS' UNION
(NEHAWU),
NATIONAL TERTIARY EDUCATION UNION
(NTEU)
and
UNIVERSITY OF KWAZULU-NATAL STAFF UNION
(UKSU)

(Hereinafter referred to as 'the unions')

Whereas the parties have agreed to a four-year agreement dealing with annual salary increases, performance-based pay, performance pay progression and other issues.

The parties to this agreement agree as follows:

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GA ZG GA

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1. General Salary Increase for the year 2021

- 1.1 Subject to paragraph 1.2 below, all members of the University staff appointed on permanent staff conditions of service and fixed term contract staff, on the payroll of the University for a period of 12 months or longer, will receive a three percent (3%) general salary increase to be paid on Total Cost to Employer (TCE) basis or basic salary, respectively, with effect from 1st January 2021.
- 1.2 The increase referred to in paragraph 1.1 above, shall not apply to staff whose appointment is funded externally, unless prior approval is granted by the external funder to implement such increase. This approval must be provided by the funder to the University in writing, prior to the increase being implemented
- 1.3 The salary increase will not apply to staff who are no longer in service as at 1 September 2021. Implementation will only apply retrospectively to staff in current employment as at 1 September 2021.

2 Performance Based Pay and Performance Pay Progression

- 2.1 The non-payment of performance-based pay (PbP), performance pay progression (PpP) and the 5% PpP once-off adjustment in 2020 and 2021, enabled the University to afford the 2021 general salary increase.
- 2.2 The University had not paid PpP and PbP in 2020 and had not budgeted for PbP in 2021. In the interest of fairness and equity, the non-payment of performance based pay for the 2019 and 2020 cycles, performance pay progression and the 5% PpP once-off adjustment for the 2018/2019 and 2019/2020 performance cycles, enabled the University to afford the 2021 general salary increase and enhance its value.
- 2.3 It is agreed that PpP and PbP will not be paid in 2020 and 2021.

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3. Grade 17 Staff

- 3.1 All permanent staff employed on Grade 17 will be subjected to a job evaluation review which will determine the correct grade for staff. This exercise will be conducted within 6 months of date of the signing of this agreement. The outcome of the job evaluation review will, if applicable, be effective for implementation from 1 January 2022.

4. Risk Management Services Staff Allowances

- 4.1 All security personnel who are shift workers in the employment of the University as at 1 January 2022, shall receive increases to the allowances as follows:
- 4.2 A Travel Allowance increase from R12.00 to R21,96 per shift.
- 4.3 A Shift Allowance increase from R19,00 to R34,77 per shift.
- 4.4 These increases will be effective from 1 January 2022.

5. Annual Salary Increases for the Years 2022 to 2024

- 5.1 The annual salary increase for the said years is conditionally based on Consumer Price Index (CPI), which condition is dependent on the University's income.
- 5.2 For the purposes of this agreement the University's income is defined as the budgeted combined block grant subsidy, tuition fees and residence fees.
- 5.3 The University commits itself to be honest and transparent in its budgeting and to ensuring that the unions are offered a timeous opportunity to interrogate the budget.
- 5.4 The CPI used in terms of points 5.6, 5.7 and 5.8, shall be as per StatsSA for November of the year preceding the implementation year.

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- 5.5 Implementation of the general salary increase will be effective as of 1 January of 2022, 2023, 2024.
- 5.6 For each of 2022, 2023 and 2024, should the University's income increase be below the CPI, the annual general increase percentage will equal to the increase in income;
- 5.7 For each of 2022, 2023 and 2024, notwithstanding point 5.6, should the University's income increase be below:
- 1.75% in 2022;
 - 2.0% in 2023;
 - 2.25% in 2024

then the annual general increase percentage for that specific year, will equal the percentage reflected above for that year.

- 5.8 Notwithstanding 5.6 and 5.7, for each of 2022, 2023 and 2024, should the University's income increase be at or above the CPI, then the general salary increase will be equal to the percentage increase in income, capped at a maximum of CPI + 5%.

6 Date of Implementation of this Collective Agreement

- 6.1 The date of implementation of this Collective Agreement will be 1 January 2021, notwithstanding the date of signature of this agreement. The general salary increase referred to in paragraph 1.1 above shall be incorporated in the September 2021 payroll together with back pay, and accordingly paid to staff in the month of September 2021.
- 6.2 The date of implementation of the general salary increase for years 2022 to 2024, shall be 1 January of each specific year.

7 Disputes concerning the Application and Interpretation of this Collective Agreement

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In the event of any dispute arising out of this collective agreement, in respect of its application or interpretation, such dispute will be resolved under the applicable provisions of the Labour Relations Act 1995.

8 General

This Collective Agreement supersedes all other previous Salary Negotiations Collective Agreements and settles all remuneration matters included in the CCMA dispute referral dated 21 April 2021 under case number KNDB3862-21. Any amendments or variation of this agreement shall be agreed by the relevant parties and reduced to writing.

THIS AGREEMENT ENTERED INTO BY THE UNIVERSITY OF KWAZULU-NATAL AT WESTVILLE THIS 31 DAY OF AUGUST 2021.



FOR THE UNIVERSITY



WITNESS 1



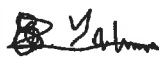
WITNESS 2

THIS AGREEMENT ENTERED INTO BY UKSU AT WESTVILLE THIS 31st DAY OF AUGUST 2021.



Ramond Parkies
01/09/2021 20:26:45(UTC+02:00)
Signed by Ramond Parkies,
Parkiesr@ukzn.ac.za

UKSU



Bhasela Yalezo
01/09/2021 21:20:53(UTC+02:00)
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WITNESS 1

RP BY GM GA ZG
TS ZD MS GA

G MANION
01/09/2021 11:50:55(UTC+02:00)
Signed by G MANION,
manion@ukzn.ac.za

WITNESS 2

SIGNFLOW.COM

THIS AGREEMENT ENTERED INTO BY NIEU. AT WESTVILLE THIS 31st
DAY OF AUGUST 2021.



Gareth Amery
02/09/2021 13:58:10(UTC+02:00)
Signed by Gareth Amery,
garethamery@gmail.com

SIGNFLOW.COM

NTEU



Grant Abbott
02/09/2021 15:08:42(UTC+02:00)
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Gensec@nteu.org.za

SIGNFLOW.COM

WITNESS 1



Moegamat-Zain Gamielien
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Gamielien, Zain@nteu.org.za

SIGNFLOW.COM

WITNESS 2

THIS AGREEMENT ENTERED INTO BY NEHAWU AT WESTVILLE THIS 31st
DAY OF AUGUST 2021.

Thandi Sibisi
02/09/2021 10:16:04(UTC+02:00)
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SibisiT@ukzn.ac.za

SIGNFLOW.COM

NEHAWU



Zinhle Initial
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WITNESS 1

Muthulisi Siwela

Muthulisi Siwela
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Siwelam@ukzn.ac.za

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WITNESS 2

RP BY GM

TS ZD MS

GA ZG GA