THE EFFECTS OF COLLECTIVE BARGAINING ON WAGES AT
UNIVERSITY OF FORT HARE 2007-2016

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A Thesis submitted to the University of Fort Hare, Faculty of Management and Commerce in Fulfillment of the Requirements for the Degree of Doctor of Administration (Public Administration)

Supervisor: Professor E.O.C. Ijeoma

April 2018
DECLARATION

I, OLASUPO OLUSOLA, hereby declare that The Effects of Collective Bargaining on Wages at University of Fort Hare 2007-2016 is my original work, and that all the sources that I have used or quoted have been indicated and acknowledged by means of complete references. This work has not been submitted to this or any other university for the purpose of obtaining an academic qualification.

16/04/2018

_______________________
Signature (Olasupo Olusola)

_______________________
Date

Student Number: 201601448
ACKNOWLEDGEMENT

My utmost appreciation goes to God Almighty, the giver of life and divine vision, my dream maker and burden bearer who made this degree possible for me.

I wish to appreciate my able and amiable supervisor, an erudite Professor of Policy and Public sector Economics, the Chair and Head of Department of Public Administration at the University of Fort Hare who turned out to be a mentor, father, sponsor, counselor and friend throughout the course of my study. I can never forget your moral and financial support towards this degree especially when I lost my job in pursuit of my PhD. You are indeed an Angel Sir. I am indebted to all the lecturers and support Staff in the Department of Public Administration, University of Fort Hare, Bisho Campus, South Africa who refined me intellectually towards the attainment of this degree.

I will be an ingrate to forget the immense moral, financial and spiritual support from my mother and siblings particularly towards my family when I was away for my programme in South Africa. You are the best family I can ever have. My gratitude also goes to all my Pastors and spiritual leaders specifically for their spiritual and moral support throughout the duration of this programme.

I wish to appreciate the Pastor in Charge of Province, Redeemed Christian Church of God, Eastern Cape, Port Elizabeth, South Africa Pastor Adedeji Charles and his beloved brethren, Pastor in Charge of RCCG Rehoboth, Alice Area, Professor Omobolanle Okoh and her husband Professor Anthony Okoh, the Parish Pastor of Rehoboth, Alice area, Fountain of life UFH, Alice and their brethren for their support throughout my stay in South Africa.

Special thanks go to my roommates Fatumo Ebenezer, and Adeboye Azeez who turned out to be my statistical analyst. I really enjoyed my stay with them. I also celebrate my landlord Dr. Sunday Okoh who treated me like his blood brother. You made my stay in University of Fort Hare Alice, South
Africa worthwhile. In the same vein, I wish to appreciate Mr Kolajo Tosin, an IT technician at Distance Learning Centre, University of Ibadan, Nigeria for his brilliant effort in designing the online questionnaire for this research.

My unreserved appreciation goes to Professor Mvuyo Tom, the former Vice-Chancellor at UFH, Mr. Mdekazi Zolile and Mr. Mnqayi Leon of Human Resources Department at UFH, Mr. Vuyani Booi, the President of National Education, Health and Allied Workers’ Union UFH branch, Prince Dabula, the Acting Dean of Student Affairs, formerly Secretary to NEHAWU at UFH and Mr Lingela Mzi, the Assistant Secretary to NEHAWU, UFH branch for their unflinching cooperation during the interview and collection of important documents for my research.

My appreciation goes to the entire staff of UFH in Alice, East London and Bisho for their cooperation during the administration of questionnaires for this research. I also wish to appreciate all the staff of Govan Mbeki Research and Development Centre GMRDC UFH for their seminars, workshops, training and most importantly bursary that made this research a reality.

I am also indebted to Dr. Chris Alsobrook and his team at Centre for Leadership Ethic in Africa for their warm embrace during my stay with them as a research assistant.

Finally, my special and sincere appreciation goes to my wife Olasupo Ifeoluwa R. and children Anjolaoluwa, Ayomide and Ademilade Olasupo for their commitment and sacrifice in support of my dream, most especially when I had to leave them back in Nigeria in pursuit of my PhD studies at UFH. Dear, as much as I had many reasons to quit, your love and unquantifiable sacrifice made me strong throughout the years of my engagement. I love you so much and I will continue to do so.
Abstract

Collective bargaining is essential in labour relations because of its significant role on wages thereby structuring cordial labour-management relations. The essence of labour unions in South African higher education institutions such as National Education, Health and Allied Workers’ Union (NEHAWU) with specific reference to University of Fort Hare, is to ensure the good wages and conditions of service for their members through the instrumentality of collective bargaining between the Union and University management. The end result which is the bargaining agreement may improve on staff pay and encourage more cordial labour-management relations in South African higher institutions and specifically at University of Fort Hare which is the case study. This study was motivated by claims and evidences which show that University of Fort Hare’s staff is the least paid in South African higher education sector over the years due to unsustainability status of the University in the time past. Both the organized labour union and management at the University of Fort Hare entered into agreement that led to sacrificial forfeiture of salary increase by staff over the period of unsustainability of the University to avoid it from being closed down. This state has made the staff to suffer so many imbalances in their wages compared to what is obtainable in other universities in South Africa. This lingering situation has compelled NEHAWU to consistently engage the University management in bargaining in a bid to improve the wages of their members. The study made use of mixed research method which reveals that collective bargaining has effects on wages at University of Fort Hare. 307 participating staff were randomly selected from the following ÜFH Campuses; Bisho, Alice and East London. The questionnaire measured the effects of collective bargaining on wages at the University. In-depth Interviews were conducted among the staff at UFH. It involves the University management, NEHAWU officials and top officers from the University Human Resources Department. Statistical Package for Social Science (SPSS) was utilized to analyze data collected. Descriptive and inferential statistics was used to interpret the data. Tables
and graphs; confidence interval and p-value was utilized to demonstrate the characteristics of information collected from the participants. The research questions were tested by Pearson correlation and T. Test. The reliability of different instruments that were used in this study was tested by Cronbach alpha coefficients and also computed to determine the validity of question. The study concludes that there is a significant relationship between collective bargaining and wages at UFH. Recommendations were made in favour of transparency, time bound bargaining, mutual trust, proper communication and accountability among the negotiating parties at UFH for more successful bargaining that will further improve on staff pay at the University.

Keywords: Collective-Bargaining, Effects, Labour-Relations, University of Fort Hare, Wages.
DEDICATION

This thesis is dedicated to God Almighty for His faithfulness throughout this research

And

To my loving wife Olasupo Ifeoluwa R. and children Anjolaoluwa, Ayomide and Ademilade for their sacrifice towards the success of this study.
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<td>AAUP</td>
<td>American Association of University Professors</td>
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<tr>
<td>ANC</td>
<td>African National Congress</td>
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<tr>
<td>AZACTU</td>
<td>The Azanian Council of Trade Unions</td>
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<tr>
<td>BCEA</td>
<td>Basic Conditions of Employment Act</td>
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<tr>
<td>CAUT</td>
<td>Canadian Association of University Teachers</td>
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<tr>
<td>CCMA</td>
<td>Commission for Conciliation, Mediation and Arbitration</td>
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<tr>
<td>COSATU</td>
<td>Congress of South African Trade Unions</td>
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<tr>
<td>CTC</td>
<td>Cost to Company</td>
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<tr>
<td>CUSA</td>
<td>Council of Unions of South Africa</td>
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<tr>
<td>EEA</td>
<td>Employment Equity Act</td>
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<td>ELRC</td>
<td>Education Labour Relations Council</td>
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<td>ERP</td>
<td>Employee Relation Policy</td>
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<td>ICA</td>
<td>Industrial Conciliation Act</td>
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<td>ICWU</td>
<td>Industrial and Commercial Workers’ Union</td>
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<tr>
<td>ILO</td>
<td>International Labour Organization</td>
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<td>LRA</td>
<td>Labour Relations Act</td>
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LRAA  Labour Relations Amendment Act
NEHAWU National Education, Health and Allied Workers’ Union
NLRA  Native Labour Regulation Act
NTEU  National Tertiary Education Union
NTESU National Tertiary Education Staff Union
NUAA  Native Urban Area Act
NUTESA National Union of Tertiary Employees of South Africa
PASO  Pan African Students Organization
RCTUEA Royal Commission on Trade Unions and Employers’ Association
RDP  Reconstruction and Development Programme
SACTU South African Congress of Trade Unions
SAHEA South Africa Higher Education Act
SANNC South African Native National Congress
SASCO South African Students Congress
SATUC South African Trade Union Council
SPSS Statistical Package for Social Science
SDA  Skills Development Act
<table>
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<tr>
<td>UDHR</td>
<td>Universal Declaration of Human Right</td>
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<td>UFH</td>
<td>University of Fort Hare</td>
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CHAPTER ONE

STUDY BACKGROUND AND OVERVIEW

INTRODUCTION

Collective bargaining is essential in labour relations because of its significant role on wages, thereby structuring cordial employment-management relations. Despite the fact that collective bargaining is often seen as a tool for settlement of disagreeing interests that characterize the labour relationship, equal prominence can be given to its beneficial function in the creation of positive labour relations via the recognition of shared goals and collective interests (Venter & Levy 2011). This chapter is a background to the study on the effects of collective bargaining on wages at UFH 2007-2016.

Silva (1998) opined that cooperation among employer and the workers is friendlier than opposition. Sealy (2003) corroborates this view by saying that the major instrument of labour-relations in any establishment is cooperation that enables collective bargaining among the employer and the employees. Cooperation is a very important mechanism for healthy labour-management relations in higher education sector and this can only be achieved through collective bargaining. Collective bargaining, according to Fashoyin (2004), is considered to be an essential means to lower labour crises through peaceful resolution measures. Pyman et al. (2010) noticed that collective association entails effective commitment to collaboration from both the employer and the employees.

Collective bargaining among the labour unions and the employers is a major determinant factor to good salary and conditions of service (Amir, Muhammad, Syed, Huda& Zain 2012). Daniel (1994) affirms that the sole function of labour union is to improve members’ wages, welfare, service condition and allowance attached to their employment through collective bargaining. The essence of labour unions in South African higher education institutions such as National Education, Health and
Allied Workers’ Union (NEHAWU), is to ensure good wages and conditions of service for their members through the instrument of collective bargaining between the union and University management. The end result, which is the bargaining agreement, should encourage cordial labour-management relations in South African higher institutions. The main purpose of collective bargaining, according to Finnemore (2009), is to attain a seemingly justifiable agreement on subject of common good through the means of arbitration. According to him, collective bargaining is set out to achieve the following objectives:

- the facilitation of established arrangement and procedure through which possible disagreement on issues of common interest such as wages and condition of service can be presented and settled to lessen unwarranted disputes.

- the establishment of compliance and certainty through the establishment of and dedication to collective agreements that create mutual status quo and bureaucratic regulations.

- the encouragement of workers’ participation in administrative decision-making relating to the employees working career

- the development of democracy, labour harmony and economic growth at national and global level.

Nel (2005) noticed that employers of labour take advantage of the resources at their disposal over employees. This resulted into labour unions that in turn negotiate with the employers about the interest of the workers (Nel 2005). The origin of South African public service collective bargaining was largely the Labour Relations Act No 66 of 1995 that extended total collective bargaining rights to almost all the government workers in South Africa also included the South African higher education institutions since they fall within the scope of the Act. Grobler (2003) gave reasons why
employees join the labour unions as follows: the quest for justified wages, security of job, good standard of living and working state and efficient communication. Grogan (2000) asserts further that the major goals of any labour union includes collective bargaining, stand for the infringed members and members facing disciplinary issues, confront unjust management decisions, represent members on negotiation about their job and to safeguard members’ conformity with their constitutional duties. All these roles are expected to be performed by NEHAWU at UFH.

The activities of labour union in administration of higher institution consist of peace making, bargaining, consultation and resolution on wages, welfare, service condition and allowance (Sunday 2014). This is directed towards peace between employees and employer in the higher education sector. The foundation of collective bargaining in the public service of South Africa was generally the Labour Relations Act No 66 of 1995 that extended complete collective bargaining rights to nearly all the government workers apart from workforce in the National Defense Force, the National Intelligence Agency and the South African Secret Service that are not part of the application of Labour Relations Act No 66 of 1995 (South Africa 1995). These agencies are excluded due to their sensitivity. Labour Relation Act No 66 of 1995 therefore extended collective bargaining rights to employees in South African public higher education institutions since they fall within the scope of its application. UFH falls within the scope of this Labour Relation Act. This study focuses on the appraisal of the effects of collective bargaining on wages at UFH.
1.1 STATEMENT OF THE PROBLEM

Higher education institutions all over the world are developing a disturbing inequality with their environments (Clark 2000). This is because higher education institutions are faced with an overload of demands but are rather under-equipped with response devices or approaches (Rothman & Barkhuizen, 2008). This overload of demands with little response to mechanisms such as collective bargaining often affects wages and employees-management relationship. Viljoen & Rothman (2009) identified erosion in wages and job security as major problems confronting higher institutions in South Africa.

National Education Health and Allied Workers’ Union (NEHAWU), a major labour union in South Africa higher education sector has noted with grave concerns, the challenges confronting collective bargaining in South African higher education. The union decries the state of collective bargaining in higher education and how it is resisted by several higher institutions managers. The union observed that higher education institutions are the worst employers of labour in the public sector due to their neglect of workers’ rights, conditions of service, casualization and lack of decent employment in higher education sector (NEHAWU 2010). NEHAWU further criticize lack of job security for many academics as young academics are employed on short-term contract basis and heavy workloads as a result of increase in students’ enrolment and staff turnover due to low wages. It is also noted that Universities do not pay market-related salaries to their staff. Among the challenges of collective bargaining facing South African higher education as pointed out by NEHAWU, wages appears to be the most demanding as it is always top on the list of collective bargaining protests in higher institutions.
Any rational critical observer of South African collective bargaining in recent time must have witnessed countless numbers of industrial actions emanating from the breakdown of collective bargaining as an essential mechanism to control labour unrest. South African Department of Labour recorded 74 cases of industrial actions in 2010, 67 cases in 2011, 99 cases in 2012, 114 cases in 2013 and 88 cases in 2014 (Department of Labour 2014). South African higher education institutions are not left out in industrial actions. Demands for increase in salary in most South African higher education institutions have led to industrial actions which usually affects the academic activities in higher institutions. South African annual Industrial Action reports reveals numbers of higher institutions that have been affected by salary related strikes.

Although bargaining on wages has not degenerated into industrial action at UFH lately, but it has generated into protests with the most recent one recorded during the inauguration ceremony of the new Chancellor and Vice-Chancellor. The members of National Education, Health and Allied Workers’ Union (NEHAWU) interrupted the robing of the new Vice-Chancellor, Professor Sakhela Buhlungu and the Chancellor, advocate Dumisa Ntsebeza SC (Nonsindiso 2017). Both NEHAWU and Management at the University acknowledged the low level of wages especially that of the lecturers which was below obtainable wages in higher educational institution sector (UFH Substantive Agreement 2012). This situation for many years due to the unsustainable status of the University until recent time had numbers of effects such as high staff turnover (Mxenge, Dywili, Bazana 2014), poor motivation to work resulting in low productivity and labour union protest. This study concentrates on the effects of collective bargaining on wages at UFH.
1.2 OBJECTIVES OF THE STUDY

The major objective of this research is to provide an appraisal of the effects of collective bargaining on wages at the UFH. The following, therefore, are the specific objectives:

1) To examine the effects of collective bargaining on wages at UFH.

2) To investigate the trend and implementation of bargaining agreements at UFH from 2007 to 2016.

3) To provide policy recommendations based on the research findings.

1.3 RESEARCH QUESTIONS

The following questions will be answered in this research.

1) What are the effects of collective bargaining on wages at UFH?

2) What is the trend and implementation of bargaining agreements at UFH from 2007 to 2016?

3) What policy recommendations can be suggested in line with research findings?

1.4 SIGNIFICANCE OF THE STUDY

Collective bargaining in South African public sectors has been in existence for several decades. However, it is noticed that more studies have to be conducted in the area of South African higher education collective bargaining, especially on the effects of collective bargaining on wages. This is therefore a clear indication of the need for research to be carried out on the subject of discussion.

This study examines how collective bargaining is utilized to improve on employee’s wages, thereby strengthening the relationship between the management and employees in South African higher education with specific concentration on UFH. Managers, staff and labour union at UFH are the beneficiaries, as the effective use of collective bargaining will create a collaborative working
The society at large will benefit from the outcomes of researches and developmental policies that emanate from University communities where labour-management relations is given priority through the effective use of collective bargaining. This research will further stimulate investigations by other researchers.

1.5 **RESEARCH METHODOLOGY**

1.5.1 **Research Method**

This research adopted a mixture of qualitative and quantitative research methods as identified by Babbie (2010). In the view of Kumer (2011), the combination of qualitative and quantitative approach yields good research especially when ascertaining the nature and extent of uniformity in a phenomenon. This method assisted the researcher to acquire sufficient information on the effect of collective bargaining on wages at UFH. Qualitative approach enabled the researcher to have a comprehensive knowledge of the respondents understanding about the effects of collective bargaining on wages and how it has impacted on the University. Quantitative approach, on the other hand, was utilized to provide an appraisal of the effect of collective bargaining on wages at the University. It also validates the research questions.

1.5.2 **Population.**

A population, according to Flick (2009), consists of the explanation of the study cluster that will be utilized for inquiry and these descriptions explain the characteristics that fit to the intended group and the ones that will be excluded. In line with this, the study investigated the effects of collective bargaining on wages at UFH. Consequently, this research made use of the population of all staff of the UFH that is estimated to be 1,510 (webmail.uhf.ac.za) among which the sample size of 307 was drawn through simple random sampling method and Raosoft calculator.
1.5.3 Study Site

This research was carried out in the three campuses of the University namely Alice, East London and Bisho campuses.

1.5.4 Sampling Size and Procedure

Cohen, Manion & Morrison (2007) argued that as a result of barrier of expenses and limited period, it is impossible to collect data from the whole population and to this extent a sample has to be selected except in a case where the population is less than 30. A sample, according to Churchill and Brown (2007), is a subgroup of fundamentals out of the population. The major reason for sampling is that by choosing some fundamentals of a population the investigator can present conclusions about the whole and definite group of elements which is the target population (Wellington, 2008). This study established a symbolic sample of the focused population by means of probability sampling. Probability sampling grants all elements in the population the same possibility of being integrated in the study. A sampling frame consists of all staff at UFH. The sample size according to the Raosoft calculator is 307. This was arrived at by 5% margin of error, 95% level of confidence, 1,510 population sizes and 50% distribution response. These samples were asked questions on the effects of collective bargaining on wages at UFH.

1.5.5 Data Gathering Instruments

Data was gathered through the following instruments:

Secondary Data: These were sourced through the use of journals, newspapers, government reports that promotes collective bargaining and wages in tertiary education sector and official documents.
Important collective bargaining documents were also sourced from UFH’s Human Resources Department.

Survey Questionnaire: A total sample size of 307 respondents was surveyed from Alice campus, East London campus and Bisho campus. Both structured/unstructured questionnaires measure the effects of collective bargaining on labour-management relations at the University.

In-depth Interviews: This was carried out among the staff of the University of Fort Hare. It involved the University management, labour union representatives both past and present, and director of human resource.

1.5.6 Data Analysis

Statistical Package for Social Sciences (SPSS) was utilized to code and analyze data collected. Data was interpreted by descriptive and inferential statistics. P-value, confidence interval, tables and graphs; were utilized to validate the features of data collected from UFH staff. Research questions were verified by Pearson correlation and T. Test. The validity of various instruments used in this study was tested by Cronbach alpha coefficients and also computed to decide the validity of research questions. The researcher also utilized themes to analyze collected qualitative data. Ezzy (2002) defined thematic analysis as the recognition of themes in the collected data. Thematic analysis emphasizes pinpoints, examines and records precedents within data.

1.6 DELIMITATIONS OF THE STUDY

This research investigates the effects of collective bargaining on wages at the UFH from 2007 to 2016. This period is chosen based on the availability of useful documents at the human resources Department of the University under study. The scope of collective bargaining covers bargaining
agreements, wages, staff welfare and conditions of service while wages covers employees’ wages and other financial benefits. This research was carried out in three campuses of the UFH, Eastern Cape, South Africa.

1.7 LIMITATION OF STUDY

This study is limited by unavailability of important documents, most importantly substantive agreements covering 2007 to 2010. The researcher had to settle for the available substantive agreements from 2011 to 2017. Some University officials did not respond to several emails and calls to request for interview by the researcher which reduces the numbers of the expected interviewees. It was also observed that not all the members of staff at the University are members of NEHAWU, the labour union at the University and this reduced the interest in members of staff that were willing to fill the questionnaire. The little or no understanding of collective bargaining, which is the major thrust of questionnaire, by some UFH staff was challenging.

1.8 CLARIFICATION OF CONCEPTS AND TERMS

The followings are the working definitions of the terms and concepts used in this research to avoid any ambiguity in their interpretations.

1.8.1 Collective Bargaining

It is activities of arbitration between the staff and the employers towards the agreement on the pay regulation and other service conditions. The labour Union usually represents the interest of their members.
1.8.2 Wages

A fixed regular payment earned for work or services, typically paid on a daily, weekly or monthly basis.

1.8.3 Labour

The collectivity of workers in a country, company or industry considered as a group.

1.8.4 Labour Relations

A combined association between the employer in an organization and its employees or employees’ representatives.

1.8.5 Management

Managers and employers, especially the directors and executives of a business or organization responsible for running of an organization or directing and controlling human activities for specific goals.

1.9 ETHICAL CONSIDERATIONS

Application was made for ethical clearance from the University’s Research Ethics Committee. Letter of introduction addressed to the Director of Human Resources at UFH where important documents for the research was also obtained from the Department of Public Administration, signed by the supervisor and Head of Department. This research complied with the code of ethics recommended by the University. Privacy, human respect, confidentiality, non-compulsion, free and informed consent, moral values and honesty were held in high esteem during the conduct of this research. Interview and questionnaires were administered without partiality. Plagiarism was avoided while
accurate citation was accorded to authors for using their works. The researcher cautiously considered the ethics of carrying out research on the effects of collective bargaining on wages at UFH and made sure that all participants are duly informed about the study. The participants were requested to consent willingly to participate in this research. The researcher informed the participants orally and showed them the covering letter for the questionnaire. The researcher will keep safe all data from individual participants and institutional documents. Only the researcher had access to participants’ information and institutional documents.

1.10 PRELIMINARY FRAMEWORK FOR THE RESEARCH

This research is organized as follows:

Chapter one comprises introduction and background to the study, the statement of the problem, research objectives, research questions, significance of the study, research methodology, scope and delimitations of the study and clarification of concepts and terms. Chapter two focuses on concept of collective bargaining while chapter three concentrates on negotiating model and bargaining range theory.

Chapter four and five involve a comprehensive review of relevant literature on collective bargaining and wages in the context of South Africa, higher education and more particularly, the UFH. This chapter also defines collective bargaining and its operations in higher education sector, relationship and substantive agreement between UFH and NEHAWU.

Chapter six is the research methodology and design. The chapter focuses on the research methods, the instrument used to gather data, population, the study site, sample size and procedure, the scope of the study, data analysis and ethical consideration. Chapter seven concentrates on data analysis, presentation, findings and interpretation of the effect of collective bargaining on labour-management
relations at the University. Statistical package of social science (SPSS) and themes were used to analyze data. Chapter eight, which is the last chapter, focuses on conclusion and recommendations for future research. This chapter also contains the references and appendices.
CHAPTER TWO

CONCEPTUALIZING COLLECTIVE BARGAINING

INTRODUCTION

This chapter focuses on literatures on collective bargaining in South African Higher education sector. The chapter compares collective bargaining in America and Canadian higher education with that of South Africa. It also studies the history of collective bargaining in South Africa, post-1994 regime collective bargaining at UFH and the University’s employee relations policy. In higher education sector, collective bargaining takes place between labour union representatives and the management. Consequently, collective bargaining, via labour unions involvement in the negotiation procedure controls autonomous decision making by the employers, especially those involving issues of mutual interest (Quick 2010). This chapter therefore concentrates on various scholars’ views of collective bargaining in South Africa, America and Canadian higher education sector.

The foundation of collective bargaining is entrenched in the ideology that employees’ unity via negotiated agreements builds a balance of power with employers. Collective bargaining agreements connote meeting the general needs among workers and employers in line with the agreement on wages, conditions of service and benefits (Marginson & Galetto, 2016). The need for the understanding of the application of collective bargaining made us to venture into discussion of its historical development.

Collective bargaining was defined by Beatrice and Sydney Webb (Muller-Jentsch, 2014) as the mechanism for establishing working conditions and a machinery to defend the interests of employees. Collective bargaining shared its origin from theories and concepts of economics, sociology, politics and psychology to establish an organized model for bargaining process between
employers and employees. Freeman & Han (2013) defined collective bargaining as a structure for understanding of how labour unions can develop labour agreement such as any type of partnership for a particular time of performance. Compa (2014) conceptualized bargaining agreement as a document dictating workers’ wages and benefits including other matters for which arbitration or grievances are essential.

Freeman and Han (2012) offered an outline for labour negotiations as follows:

- The need for managers to develop an overall plan with provisions for contingency in line with condition of the NLRA before the bargaining process.
- The need for managers to be equipped with bargaining skills during the bargaining process over economics which include wages, health and other benefits.
- Focus on bargaining based on past example, economic anxieties and areas of common advantages between labour union and management.

Lewin et al. (2012) established three major arguments against collective bargaining. They argued that collective bargaining would unnecessarily empower public employees that are employed to render services guaranteed for the public good. Further to Lewin et al.’s first argument, collective bargaining has the ability to empower public office holders with unnecessary intimidating power over elected political office holders thereby frustrating democratic principles. Finally, the possible threat of strikes by labour union whenever there is deadlock during the bargaining process could hamper the public that depend on social services offered by agencies where employees are on strike. These three factors, as stated by Lewin et al., prompt some countries to create special arbitration rules, especially for essential service such as military, Para military and Police. History shows that Calvin Coolidge mobilized force and tenure workers as replacement for union employees during the
Boston Police strike of 1919, and this made President Reagan to terminate the appointment of Professional Air Traffic Controllers (PATCO) staff who proceeded on strike in 1981 (Walker, 2016). In a situation of deadlock during a collective bargaining process, there are several alternatives to unions, which include mediation and arbitration (Domhoff, 2013).

Labour unions may embark on strike while employers decide to lock out her employees from gaining access to working environment when there is no collective bargaining agreement (Scott, 2014). Absence of collective bargaining agreement may affect organizational effectiveness. NLRA grants protections for labour unions to arrange to advance collective bargaining through strike in order to force or persuade employers to negotiate favorably (Lehr, Akkerman, & Torenvlied, 2014). Management on the other hand may seek flexibility in bargaining agreements to replace staff with the assumption that there is lack of alignment between expected output and present capabilities of the employees (Marginson & Galleto, 2016). Whenever there is disagreement, the bargaining parties may lose the will to initiate re-bargaining (Walton & McKersie, 1991). Alternatives to avoiding strikes and lockouts include but not limited to mediation and arbitration. If these techniques are properly utilized, they could resolve disagreements during the process of bargaining. Third party’s intervention in the situation of disagreement during bargaining can assist to restore the negotiating parties to the major issues for labour negotiation (Winograd, 2015).

Bernadette (2001) noticed that the background to South African higher education reformation has been flawed by several hostile relationships between staff and management of higher institution. Grogan (2001) observed that the aim of the Labour Relations Act No 66 of 1995 is to advance participatory management instead of confrontational bargaining.
It is obvious from the history of South African collective bargaining and labour-relations that the country’s collective bargaining has gone through transformations. For example, with the coming of democracy in 1994, government workers in public higher education institutions have been given individual and collective bargaining rights that were disallowed before (Makwembere 2007). This denotes that government workers in South African higher education institutions did not have right to collective bargaining before 1994. Budlender (2009) supported the view by Makwembere (2007) when he said that there was nearly no collective bargaining in South African public service before 1994. The foundation of collective bargaining in the public service of South Africa was generally the Labour Relations Act No 66 of 1995 that extended complete collective bargaining rights to nearly all the government workers in South Africa apart from workforce in the National Defense Force, the National Intelligence Agency and the South African Secret Service that are not part of the application of Labour Relations Act No 66 of 1995 (South Africa 1995). Labour Relation Act No 66 of 1995 therefore extended collective bargaining rights to employees in South African public higher education institutions since they fall within the scope of its application.

Leading the effort towards changing and accomplishing the rights of collective bargaining in South African higher education institutions is the Pan African Students Organization (PASO) and South African Students Congress (SASCO). Workers’ union such as the National Education, Health and Allied Workers Union (NEHAWU) and Union of Democratic University Staff Association (UDUSA) likewise constantly demand for change in South Africa higher education institutions (Fourie 1999). Other labour unions such as National Tertiary Education Union (NTEU) and Congress of South AfricanTrade Unions (COSATU) also plays important roles in South African higher institutions’ collective bargaining.
National Education Health and Allied Workers Union (NEHAWU), has noted with grave concern, the challenges confronting collective bargaining in South African higher education. The union decries the state of collective bargaining in the higher education sector and how it is resisted by several higher institutions managers. The union observed that higher education institutions are the worst employers of labour in the public sector due to their neglect of workers’ rights, conditions of service, casualisation and lack of decent employment in higher education sector (NEHAWU 2010).

South Africa, United States of America and Canada share some similarities and differences in their collective bargaining.

2.1 COLLECTIVE BARGAINING IN AMERICAN HIGHER EDUCATION

Historically, only a little fraction of workers in American public higher education were members of organized labour union before 1960 (Freeman 1994). Moe (2009) supports Freeman’s opinion by stating that before 1960, few higher education workers in America were members of trade union. Before 1960, unionization was mostly practiced by the private sectors in America. As at this time in America, no state permitted the practice of collective bargaining by the employees of American public higher education. This condition changed when the federal government alongside some states passed laws enabling the public higher education workers and other government workers to collectively bargain with management on salaries and conditions of service (Moe 2009). According to Bennett and Masters (2003), 41 out of 51 states in the United States of America have adopted their indigenous laws administering collective bargaining in public higher education. Therefore, unionization in American higher education is basically a public sector phenomenon. For instance, almost 38% of public workers in American higher education institutions in the mid1990s were protected by collective bargaining agreement, while only 6% of workers in private higher education
institutions were protected by collective bargaining agreement (Ehrenberge, Klaff, Kezsboom& Nagowski 2002).

Hedgepeth (1999) established that collective bargaining is currently well established in the United States of America government sector. Trade unionism is rapidly rising in public higher education sector of America and has overshadowed unionism in private higher education sector (Bennett & Masters 2003). The number of public higher education workers that are members of trade unions is more than the ones in private higher education.

2.2 COLLECTIVE BARGAINING IN CANADA HIGHER EDUCATION

Canada is a federal state as America consisting of eleven states. According to Penner (1998), collective bargaining in public higher education sector in Canada serves the same purpose as that of the United States. Bartkiw and Swimmer (2003) stated that collective bargaining for most workers in Canadian higher education sector and other government services became actualized in the middle of 1960s. This era was marked by the elimination of legal obstacles and the implementation of galvanizing law which allowed collective bargaining rights to both the federal and provincial public sector workers in higher education, health and other public department (Rose 2004).

The elimination of legal obstacles by the Canadian federal and provincial governments in 1960 led to the allowance of collective bargaining rights in the Canadian higher education sector and government department generally. Accreditation process in the new laws made it easy for trade unions in higher education and other public services in Canada to become accredited bargaining representatives (Bartkiw & Swimmer 2003). It appears the elimination of legal obstacles and the acceptance of enabling laws in 1960 led to the development of trade unions in Canadian higher education and other public services just like that of America.
The representation of the academics in Canadian higher education is divided within the three unions namely, the Canadian Association of University Teachers (CAUT), which is the same with American Association of University Professors (AAUP) in America. It represents large numbers of unionized full time academics in the English speaking provinces. Canadian public higher institutions and other public services have an agency shop agreement and collective bargaining that operates at decentralized or plant level apart from Quebec province which has adopted a centralized bargaining (Bartkiw & Swimmer 2003).

In summary, the collective bargaining in public higher education of South Africa, America and Canada possesses some similarities and dissimilarities. The first similarity is that the public higher education in each of the three countries takes place at the decentralized level. Secondly, the public higher education in each of the three countries has shop agreement agency. The differences include the following: Firstly, the law that controls collective bargaining in public higher education in United States and Canada differs because most states have their indigenous laws that administer collective bargaining in public higher education. This is different from the experience in South Africa. The Labour Relations Act No 66 is the sole law that controls collective bargaining in South African public higher education. Secondly, public servants together with those in higher education sector in America and Canada is not allowed to strike however, public servants in South Africa can strike.

2.3 HISTORY OF COLLECTIVE BARGAINING IN SOUTH AFRICA

There are three major periods of collective bargaining history in South Africa. The first era is dated back to 1652 when the Dutch settled in the country until the creation of the South African union in 1910. The era of 1910 until the apartheid rule formal execution in 1948 was the second phase of
collective bargaining and labour relations, and the era of apartheid until 1993 that marked the end of apartheid regime was the third phase of collective bargaining and labour relation in South Africa Mpfariseni (2009).

The first European community in Southern Africa was established by the Dutch Indian company in 1658 Webster et al (1994). The Dutch East India Company brought slaves from Madagascar, Guniea Coast, Angola, Indonesia, South India and Ceylon in order to meet demand compliant labourers Allen (1992). Later in 1834, the slave trade was stopped in Southern Africa, the white farmers in Cape therefore requested law targeted at tackling their grievance of labour shortages (Cape Master and Servant Act 15 of 1856). The law instituted the individual rights and obligations of master and servant without racial discrimination. The activities of labour unions did not gain much interest during this era (Finnemore & Van Der Merwe 1996).

Perhaps, the discovery of diamond and gold which pioneered the establishment of mining industry is traceable to the origin of collective bargaining and organized labour in South Africa (Damarupurshad 2007). The discovery of minerals later led to a sudden and large labour inflow and the founding of several other companies to sustain the mining village. The mining industry attracted European professionals due to lack of adequate skilled labour in South Africa. These skilled workers came with the British identity of belonging to labour unions (Ringrose 1983).

There is contention in the literature on the establishment of the first trade union in South Africa. Finnemore and Van de Merwe (1996) argued that Carpenters and Jointers Union established in 1881 was the first labour union while Van Jaarsveld and Van Eck disagree. According to them, the first labour union was established in 1892 in Johannesburg (Van Jaarsveld and Van Eck 2002).
There was an effort to set up a labour council in 1894 at Johannesburg to harmonize the activities of the labour unions Walker and Weinbren in Finnemore (2002). The effort was not successful due to the refusal of some workers to join. Another labour council was established in 1895 but went into extinction. The influx of the professionals and artisans from Britain paved way for the establishment of their own union which refused to involve the black cheap unskilled workers due to the fear of not being utilized by the employer to challenge the Britain’s skilled labour and artisans security of job and high living standard Jones (1982). This led to the exclusion of the black from labour unions.

The black workers refusal to go back to the mines after the war made it difficult to obtain cheap labour Brassey (1998), also the huge numbers of imported Chinese workers in 1904 were returned in 1907 due to many challenges and tension from the British Government Finnemore (1981). This led to the Transvaal legislature which endorsed the Industrial disputes Prevention Act (Transvaal Act 20 of 1909). This statute became the first in the history of South Africa as the general control for labour-relations.

The second phase of collective bargaining history in South Africa was the era of 1910 until the formal execution of apartheid rule in 1948. This era was characterized with the workers’ right to liberty to form and join any association in South Africa union. The South African Union was created in May 1910 when the British colonies of the Cape and Natal, simultaneously with the former Boer Republics of the Transvaal and Orange Free State were joined together Doxey (1961). There was a constitution at this period that centers majorly on the wishes and demand of the white skilled workers but refused to accommodate the rights and freedom of the black South Africans Togni (1994).
The demand by the skilled white foreign miners for certificates of competency in order to avoid opposition from the numbers of black unskilled miners resulted into the Mines and Works Act of 1911 (Act 12 of 1911). This Act denied the black workers right to industrial action. The alienation of the black from the constitutional arrangement led to the establishment of the South African Native National Congress in 1912 which came as the antecedent of the African National Congress. This black labour union staged a protest against the constitution of 1910 that forbid the political rights of the black and the bid by the government to retain employment merely for the whites and coloureds Finnemore and Van de Merwe (1996). Despite the struggle by the South African Native Congress to stop this injustice, the government further to adopt statutes that infringe on the rights and liberties of the black.

There were labour conflicts which resulted in industrial strike action by the black miners towards the end of 1918 and at the beginning of 1919 over the request for higher wages and protest at closure of black workers’ clubs. The government in response to the unrest adopted the Native Urban Areas Act (Act 21 of 1923). The act restricted the movement of the black miners to the cities where the whites lived. The employment deals of the blacks were registered with the police on a condition that they have to vacate the work premises whenever they are dismissed unless they secure alternative employment within the period of their dismissal Brassey (1998). This high level of unjust and deprivation towards the black workers and with less or no means of addressing these injustices led to the creation of the Industrial and Commercial Workers’ Union in 1919 which assumed the foremost black workers’ labour union. Despite the unregistered status of the union, it succeeded in taking many cases to court and defended the rights and liberties of the black workers. The union later folded up due to political hassle and some contradictions within the union such as leadership struggle and undemocratic arrangement of the union.
The bid by the mines employer to initiate cheap black labour which posed threat to the whites’ job security and low wages later culminated into labour crises by the white workers Jones (1982). This led to the retrenchment of some white mine workers in 1922 and it resulted into industrial crises and fierce strikes in Witwatersrand. Huge numbers of workers were murdered and terribly injured during these industrial crises. This situation therefore called on the attention of the government to give collective bargaining a priority which led to the adoption of Industrial Conciliation Act of 1924 before the fall of the Smuts administration (Act 11 of 1924). It was the foremost consolidated labour law in South Africa. The act legally gave acknowledgment to the labour unions activities in South Africa. Both the labour unions and their associates were secured by law against employers of labour and they were granted opportunity to operate as an organized body. The Act allows for collective bargaining for disputes settlement and controlled industrial actions. Nevertheless, the act intentionally left black workers out of the description of an employee which devoid them of enjoying the provisions of the Act Lever, Du Toit et al, Finnemore and Van der Merwe (2000). The white and coloured workers were only allowed to establish and enlist in any registered labour union.

The account of right and liberty of association reached the peak in 1926 when South Africa established the Trade and Labour Council. The membership was opened to all the trade unions in a bid to foster national harmony. The Council allowed for the creation of equivalent black trade unions. The parallel trade union system generated a contradiction which led to the amendment of the Industrial Conciliation Act of 1924 in 1930. The 1930 Act vested the Minister of labour with the authority to indicate rate of minimum wage and highest working hours. The 1937 Industrial Conciliation Act 36 which substituted the Industrial Conciliation act of 1924 made room for a representation of black workers at the industrial council meetings. In spite of all these arrangement
and provisions of 1930 amendment and 1937 Act, the challenges of the parallel industrial relations practices remained unresolved.

The influx of the black population to the Cities in 1946 led to the increase in the membership of trade unions Meara (1975). Industrial action led to the injury of many at the end of 1946. The white administrators were provoked to stop the black workers from strike which led to the crushing of black labour union and the eventual establishment of apartheid regime in South Africa in 1948.

The third phase of labour-relations in South Africa was the era of workers’ right to freedom of association during the apartheid rule between 1948 and 1993. The National Party administration assumed authority and established apartheid rule. The white workers keep on flourishing during the National party government at the expense of black workers. Apartheid era was characterized with the period of strengthening the marginalization policy and the period of interracial labour law. Botha Commission of inquiry was set up by the National Party government with the desire that the commission would give a plan for the establishment of apartheid in office and conquest of black labour unionism Brassey (1998).

The adoption of Universal Declaration of Human Right by the United Nations in 1948 did not go well with South African apartheid regime as the country was not interested in pursuing human rights and racial parity. The result of Botha Commission of 1950 recommended the inhibition of Communism Act and any joint black workers association (Act 44 of 1950). This led to the detainment of most black labour union leaders. Some political parties such as African National Congress and South African Communist party were also sought after due to their interest in black labour unions.
South Africa witnessed the formation of South African Trade Union Council in 1954 that metamorphosed into the Trade Union Council of South Africa. This trade union changed to South African Congress of Trade Unions (SACTU) in 1955. SACTU and ANC worked closely together to advance political freedom for the trade unions. The activities of SACTU were reduced to minimal level in the 1960s as a result the union leaders that were banished Finnemore and Van der Merwe (2000). The 1973 successful black African workers industrial actions on salary put the industry’s production activities on a hold. The success of this strike led to the establishment of independent labour unions which were separate from the white labour unions.

1976 was a remarkable period in South African labour-relations. The sanction by the United Nations led to the appointment of the Wiehann Commission in 1977. The commission’s report of 1979 brought a new beginning of interracial labour law system. Wiehann Commission advocated right of unionism to all workers irrespective of race, sex or belief. The commission also recommended the registration of trade unions regardless of their formation based on race, sex or colour. The commission further recommended the freedom of the trade unions to decide their rules. The commission established the labour court and also stopped employment reservation.

A larger percentage of Wiehann Commission suggestions were adopted. There were various Industrial Conciliation amendments ranging from Act 28 of 1956 later changed in 1979 and 1980. There was a change from Industrial Conciliation Act 28 of 1956 to Labour-Relations Act 28 of 1956 which passed through series of amendments such as 1982, 1983, 1984, 1988 and 1991 (Labour-Relations Amendment Act 51 of 1982, 1983, 1984, 1988 and 1991). There was a fast development of labour unions in South Africa after Wiehann Commission. The Congress of South African Trade Union (COSATU) was established in 1985. This union has a very good relationship with the African National Congress. COSATU discouraged apartheid regime by requesting global sanctions against
the apartheid administration in South Africa. The Azanian Council of Trade Unions (AZACTU) alongside with the Council of Unions of South Africa (CUSA) was later established.

The South African government opened up for consolidation with more labour unions in 1990s. This was as a result of extraordinary political and socio-economic challenges the country was faced with at this period. The spillover of these challenges affected the labour-relations thereby resulted into industrial actions in South Africa. The then President, FW De Klerk later freed Nelson Mandela and some other political detainees and also removed sanction from various political groups such as the African National Congress, the United Democratic Front and Pan African Congress. FW De Klerk’s government in September 1990 signed a series of agreements with South African Consultative Committee, the Council of Trade Unions and Congress of South African Trade Unions on labour issues. The government promised to adjust the aspect of labour laws that were not humane Van Jaarsveld and Van Eck (2002). Several negotiations took place between labour and the government that eventually led to the cancelation of the controversial provisions of employment law statutes which was later interpreted into law by the Labour Relations Amendment Act (Act 9 of 1991) and the eventual transition of labour-relations and trade unions into a democratic regime in South Africa.

2.4 POST 1994 REGIME COLLECTIVE BARGAINING AT UNIVERSITY OF FORT HARE

According to Makwembere (2007) and Budlender (2009), there was nearly no collective bargaining in South African public service before 1994. The foundation of collective bargaining in the public service of South Africa was generally the Labour Relations Act No 66 of 1995 that extended complete collective bargaining rights to nearly all the government workers in South Africa. The end of apartheid rule in South Africa which ushered in the foremost democratic elected government in
1994 came with more democratic collective bargaining policies that allows for the creation of more labour unions and the freedom of employees to join any labour union of their choice. Labour Relation Act No 66 of 1995 also extended collective bargaining rights to employees in South African public higher education institutions since they fall within the scope of its application. The employees of UFH were not left out in this Labour Relation Act No 66 of 1995. Post-apartheid tertiary labour unions include the National Union of Tertiary Employees of South Africa (NUTESA) formed in 1994 which later joined together with the National Tertiary Education Staff Union (NTESU) in 2009 to form the National tertiary Education Union (NTEU). The National Education and Health Allied Workers Union (NEHAWU) which was established earlier before the end of apartheid regime in June 1987 remains the major labour union representing the interest of both the academic and supporting staff at UFH. This union engages the University management in bargain on issues of wages, staff welfare, good condition of service, employee’s rights and so on. The current Chairman of the National Education, Health and Allied Workers’ Union (NEHAWU) of the institution is Mr Vuyani Booi while Prince Dabula is the Secretary.

2.5 UNIVERSITY OF FORT HARE EMPLOYEE RELATIONS POLICY

The employee Relation Policy (ERP) of the UFH intends to establish and to strengthen efficient collective bargaining processes among the staff and the University management. The policy centers on the administration of the mode of association among the employees, either on individual or collective bases with the University management. The ERP of UFH is concerned with efficient communication and involvement, secure and good condition of service and University management dedication to staff (UFH Employees Relations Policy and Procedure Issue NO. 0 20/032007).
The UFH Employment Relation Policy in section 2.3, 3.5.1, & 3.5.4 acknowledges the instrument of collective bargaining and staff participation in major decisions that affect them as a means of building a peaceful working environment. The right of employee to belong to any labour union of their choice is established by section 3.5.3, 3.5.5 & 3.5.6. Section 3.5.2 of the UFH Employment Relation Policy allows employees to join labour union of their choice.

The policy also makes provision for grievances from the employees to be handled in a fair and efficient way. Section 5.3.1 states that employees have the right to demand for justice via grievance procedure in a situation where UFH’s policies, principles, norms and values is violated against workers’ right. Section 5.3.4 provides that grievances involving a large percentage of the employees will be handled through negotiation and dispute process as approved by the University management and the labour union.
CHAPTER THREE

THEORETICAL FRAMEWORK FOR COLLECTIVE BARGAINING

INTRODUCTION

Theories are investigative tools for comprehending, describing, and making forecasts about a given subject matter. It is designed from a set of sentences that are completely correct statements about the subject under deliberation. Theory performs three major functions. It specifies the interconnections between a group of variables, it offers a systemic examination of the event described by the variables, and it clarifies and foresees the phenomena. The researcher presents an outline of collective bargaining theories that explain the subject of discussion better in this chapter. The assessment of these theories assists us to identify the variety of processes happening in the environment where collective bargaining occurs. However, there are many theories of collective bargaining, but negotiating model and bargaining range theory is adopted for this study because it gives the researcher a better understanding of the subject of the study.

3.1 NEGOTIATING MODEL

Negotiating theory was propounded by Walton and McKersie in their 1965 book titled “A Behavioral Theory of Labour Negotiations” (Kochan and Lipsky 2003). They offer most of the theoretical foundation of the contemporary education of negotiation in several professional schools such as business, law, public policy and other professional schools. The center of the Walton and McKersie negotiating model is broken into four sub processes which sum up the process of negotiation. Literature and theories were drawn by the authors from various disciplines such as economics, industrial relations, group dynamics and psychology for the development of these sub processes. The sub processes is discussed as follows:
3.1.1 Distributive Bargaining

Distributive bargaining implies the way negotiators settle dispute whenever their interests or opinions cross. It is known as a zero-sum game in game theory. The researchers from behavioral perspective address this as win-lose process. There is an assumption that negotiators initiate bargaining with variation between their positions. The purpose of bargaining is to identify an agreement on a range somewhere in between. There is also another assumption that the bargainers have some target point and some enduring point at heart which impacts their offers and counter offers. The point targeted shows the desires or most-satisfactory goals each group has for the outcome, while the conflicting point captures the least-satisfactory outcome suitable to each group. If there exists a difference amid the conflicting points, that indicates a negative contract zone and there is likely to be a bottleneck.

A positive contract zone means an existence of intersection in the sub positions’ capacity for a compromise. The bargaining groups are expected to be connected together in a continuing codependent association. The groups need one another in order to gratify its interests. Both the employer and worker need one another for their survival. Walton and Mckersie further their explanation of distributive bargaining by using various concepts of behavioral science to explain the thinking pattern of the negotiating parties about their relationship, decisions making process, the method of concession making process and how negotiating groups utilize commitment strategies to advance their individual benefits (Kochan & Lipsky 2003). Distributive negotiations are concerned with achieving big shares (Raiffa et al. 2002). It is a one dimensional arrangement where parties negotiate on a single jointly limited goal. The negotiation strategies connected to distributive negotiations are jointly called competitive behaviour. Since it is not possible for both parties to win, they settle for competitive behaviour to influence or compel the other party to compromise. Pruitt
(1981) argued that competitive behaviour stresses one-side compromise from the other bargainer through convincing arguments, positional commitments, or coercion. For instance, a convincing argument from a group can make the offer attractive via the identification of its qualitative characteristics that may persuade the other group to compromise or reduce its claim.

3.1.2 Integrative Bargaining

Raiffa et al (2002) refer to integrative bargaining as the converse of distributive negotiation. Integrative negotiation is perceived as a mutual method of resolving decision problems. Integrative bargaining implies the method of pursuing common benefits. The joint procedure advocates that the bargainers should strive towards new substitutes for mutual benefits (Fisher et al. 1983). The bargaining parties perceive themselves as having a common challenge. A problem-solving model was presented by Walton and McKersie to describe the dynamics of attaining a bargain. Integrative bargaining may happen on a particular issue that the bargaining parties recognize a common goal or over numerous issues, out of which some comprise contradictory interests and some common interests. They represent the later condition as a mixed-motive situation and perceive it as the most regular type of negotiation. When dealing with a mixed-motive negotiation, the assignment is to identify trade-offs among the issues that make both negotiating parties better than dealing with it differently. Other behavioral scientists would use the concept win-win bargain to explain integrative bargaining. Some would equalize integrative bargaining with Fisher and Ury’s concept of interest-based or principled negotiations, despite the fact that Fisher and Ury differentiate their concept from both distributive and integrative bargaining (Fisher and Ury 1981).

Pruitt (1981) referred to coordinative behaviour as negotiation conduct which allows for joint bargaining procedure to achieve integrative agreement. Coordinative behaviour is usually achievable
in the face of many independent and inter-dependent issues that are generally jointly non-exclusive. The coordinative behaviour is built on three negotiating tactics towards the development of integrative resolutions namely incorporation tactic, information exchange tactic and heuristic trial and error tactic.

The bargainer adds up to his party’s proposal some component of the other bargainer’s recent proposal in incorporation tactic. Incorporation method leads to the mutual resolution if the components included in the proposal are of great significance to the other party. Information exchange tactic offers understanding into the other group’s favorites. Information exchange expedites two kinds of integrative agreement, namely bridging and logrolling. These tactics necessitate both groups to compromise their bargaining positions in a bid to resolve their interest with each another. Logrolling prospective occurs when both group possess diverse priorities amid the negotiating issues such that it is feasible for them to reach compromise on lower priorities and thus offer significant benefits to other groups. Bridging happens when a new choice is developed which is not before under consideration which changes the position of both groups and gratifies their utmost needs. Logrolling is expedited through the exchange of information about priorities of bargaining issues, while bridging entails deeper information on the objectives of bargainer and priorities among issues. A heuristic trial and error tactic entails recurrent variations in one’s proposal of a type that only steadily lessens the level of gain being sought for oneself. This method of investigative model is completely centered on the bargainer’s own favorites. The heuristic model produces a series of substitutes which are anticipated one by one to the partner if the agreement is still not accomplished, then the investigative model is engaged again after amendment by unlinking and dropping lowest priority objectives.
3.1.3 Intra-Organizational Bargaining

The third sub-process of the bargaining acknowledges that negotiating parties do not operate as separate decision makers. Alternatively, they represent the interest of groups or associations and they are answerable to these constituents. This characteristic allows for the possibility that there are various opinions or interests in these establishments. Hence, bargaining has to hold within each party to resolve crises and unite bargaining efforts. Each group therefore has to engage in various stages of intra-organizational negotiation inside the group and with the constituency so as to make consensus within the group.

3.1.4 Attitudinal Structuring

Walton and McKersie noticed that the way the parties observe one another is important in the bargaining procedure. This sub-process specially addresses these views and recommends measures through which negotiators can shape the other group’s behavior to proceed either their own or common benefit. It clearly shows that negotiations involve more than the fundamental terms of the agreement. It as well creates relationship outcomes. Parties can raise or reduce their trust in one another as a result of the way they are handled by other groups in negotiations. On the other hand, these views will shape the context for future relationships. The essential part of negotiation therefore includes a judgment of how tough to push one’s momentary negotiating benefit or power if doing so may generate a negative response from a group to a continuing relationship like marriage, a work group, a strategic business partnership, or a labour-management relationship.

While these sub-processes are presented differently, a large amount of the art and science of bargaining lie in the way they relate. Low confidence hampers integrative negotiation. The inability to settle intra-organizational crises before bargaining drag the cooperation and compromise
procedures in distributive bargaining. The researcher utilizes this theory to understand the application of sub-process of negotiation on wages at UFH and how it can be applied by University management and NEHAWU to achieve bargaining agreement devoid of crisis.

3.2 BARGAINING RANGE THEORY

This is another theory that gives adequate explanation to this research. This theory was established by late Professor A.C.Pigou. The theory clarifies the method whereby both labour and management establish upper and lower wage border out of which a final resolution is arrived (Pigou 1933). The upper limit offers the union ideal wage. Management will grant a wage that is lower than the acceptable wage to the union. Out of these two extremes, both the union and the management team will engage in a series of negotiations and counter negotiations. The union will steadily trim down its wage demand while the management will increase its wage bargain. Both the union and the management have established the extent they are willing to go and through the process arrive at a compromise. Compromise point, according to bargaining range theory, will be determined by the bargaining proficiency and ability of the management and union negotiators. Bargaining range theory gives the researcher the knowledge of how the bargaining parties that is, NEHAWU and University management, can reach a compromise through series of negotiations and counter negotiations. This bargaining range theory was established in the administration of collective bargaining at UFH by Professor Mvuyo Tom during the interview when he stated that:

“NEHAWU usually utilize the strategy of inflating their mandates to a high level such that by the end of negotiation with management, their demands would have coincide with their members’ mandates at the beginning of the bargaining”.

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He further said that “I used to encourage the managers to always start negotiation with lesser figure”. The chairman of NEHAWU at UFH further confirmed Professor Mvuyo Tom’s argument for bargaining range theory when he said:

“We usually used the strategy of pushing our demand to a high level such that by the time we will compromise our demand, it will coincide with our members’ desire at the beginning of agreement”.
CHAPTER FOUR

COLLECTIVE BARGAINING AND ITS OPERATION IN SOUTH AFRICAN HIGHER EDUCATION INSTITUTIONS

INTRODUCTION

Higher education institutions all over the world are developing a disturbing inequality with their environments. This is because higher education institutions are faced with an overload of demands but are rather under-equipped with response devices or approaches. This overload of demands with little response to mechanisms such as collective bargaining often affects wages and employees-management relationship in South African Higher Education Institutions.

However, the study shows that much research has not been carried out in the area of the operation of collective bargaining at South African Higher Education. This is therefore a clear indication of the need for research to be carried out on the subject of discussion as the result will positively influence the operation of collective bargaining in South African Higher Education Institutions.

This chapter focuses on the need to acquire adequate information on the operation of collective bargaining to improve on employees’ wages and conditions of service thereby strengthening the relationship between the management and employees in South African Higher Education Institutions. This chapter concludes that effective operation of collective bargaining has a significant effect on wages at UFH.
The effective operation of collective bargaining in South African higher education institutions is very important towards maintaining a peaceful relationship between the management and workforce at various higher education institutions in the country. Collective bargaining establishes a significant way through which workers by their membership of labour unions try to gratify their social and economic curiosity. Effective operation of collective bargaining is essential for the achievement of labour peace in South African higher education institutions. South African labour law makes provision for the acknowledgment of labour unions for the aim of cooperative negotiation. In essence, employers at South African higher education institutions must acknowledge registered labour unions and collectively bargain with them so as to secure the economic wellbeing of their members. The obligation of identifying a labour union is enclosed with the responsibility of negotiating and reaching agreements. Therefore, the inability of any South African higher education employer to recognize and successfully operate collective bargaining with labour unions and comply with the agreement reached could lead to protest or industrial action which may affect the effective operation of collective bargaining in the country’s higher education institutions, thereby leading to the disruption of academic activities. Thus, the objective of this chapter is to assess the operation of collective bargaining in South African higher institutions.

4.1 CONCEPT OF COLLECTIVE BARGAINING

Collective bargaining entails a method of discussion and negotiation of terms and conditions of service between employers and employees through their labour representatives. It is a situation where the labour union meets with the employer in a condition of common ground to discuss and enter agreement on employee’s demands relating to improvements in terms and conditions of service. Collective bargaining is further defined as plans through which salary and other conditions of service are established by bargain through agreement between employers and labour unions.
representing the employees (Ministry of Labour UK Industrial Relations Handbook revised Edition). Collective bargaining Convention No. 154 by ILO as adopted in 1981 explains collective bargaining in article 2 as all negotiations that occur between an employer of labour, a collection of employers, or one or more employers’ bodies, on one hand, and one or more labour groups, on the other hand for the purpose of ascertaining the condition of service and employment terms. Collective bargaining also regulates the relationship between employers and labour unions (ILO International Labour Conventions and Recommendations, 1977-1995 Geneva, 1996d, p.93). Bendix (2001) describe collective bargaining as a process whereby workers’ unions can retain and advance the terms and states of employment for their members. Le Grange (1996) defined collective bargaining to involve a method of making decision among labour unions and employers with the sole objective of reaching agreement and laws controlling the fundamental and bureaucratic terms of the association among them and every area of and matters emanating from employment. Grogan (2003) explained collective bargaining as a process whereby managers and registered groups of workers strive to settle their disagreeing objectives via shared agreement. This concerned managers or managers’ union negotiating with workers delegates or labour groups on issues of common concern such as terms and states of service (Basson 2003).

The international Labour Organization is the foremost group on international labour standards. The ILO offers the important human rights mechanism that assures and enhances collective bargaining right all over the world. The 1944 Declaration of Philadelphia that is presently part of ILO regulation recognized the activities of ILO by promoting collective bargaining. The declaration acknowledged the serious role of the ILO to further the programmes that will achieve the effective establishment of the right to collective bargaining all over the world (ILO: Constitution of the International Labour Organization and Standing Orders of the International Labour Conference Geneva, 1998, pp. 23-24).
The International Labour Organization Convention 98 on the right to organize and collectively bargain that was approved in 1949 is the major basis that justified workers right to collective bargaining. Besides Convention 98, there are numbers of other Conventions and recommendations that advances collective bargaining among employers and employees such as Convention No. 154 Collective Bargaining Convention 1981, Convention No. 151 on the right on the right of public employees to organize and Convention No. 135 Workers’ Representative Convention 1971. The UNESCO Recommendation concerning the Status of Higher-Education Teaching Personnel (1997) stipulated that Higher education teaching employees should benefit from the right to freedom unionization, and this right should be efficiently promoted. This recommendation further established that collective bargaining should be advanced in line with the standards of the International Labour Organization (ILO).

4.2 OBJECTIVES OF COLLECTIVE BARGAINING

The main objective of mutual bargaining is to resolve and find out terms and conditions of service. The enhancement of terms and conditions of service is the major assignment of labour unions while collective bargaining is the principal measure through which labour unions ensure that the terms and conditions of service for workers are satisfactory. Sweet and Maxwell (1983) argued that through collective bargaining with employees, labour unions strive to grant cause to justifiable concerns that salary and other circumstances of service should be such that enable a consistent and sufficient form of living that is well-suited with the physical uprightness and moral self-worth. Likewise, there should be security of service. Collective negotiation has the objective of being a means of settling disputes (Basson 2003).
It is as a result of glaring inequality between the employer and employee that has called for labour unions for bargaining purpose. Employees are of the opinion that collective bargaining will guarantee them equal relationship with their employer. They noticed that an individual employee do not have bargaining power against the employer which limits the possibility of enhancing the conditions of service. The best way for employees to empower their negotiating chances is through unity and collective bargaining with their employers. Employees therefore embark on collective action since by coming together, they are able to gather effort much more successfully than they could individually (Oslon 1905). Royal Commission on Trade Unions and Employers’ Association 1968 by Donovan Commission discovered that collective bargaining is the best efficient ways of availing employees the opportunity to be well represented in decisions affecting their working condition, opportunity that should be the right of every employee in a democratic society.

4.3 LEGISLATIVE STRUCTURE OF COLLECTIVE BARGAINING IN SOUTH AFRICA

Ever since the end of apartheid regime and return to democracy in 1994, South African government has embarked on wide restructuring in the labour law dispensation. The recognition of the enormous roles of Confederation of South African Trade Unions (COSATU) in assisting the African National Congress (ANC) to come into power made ANC after re-election to be committed to employees and labour right in form of the Reconstruction and Development Programme (RDP) (Du Toit et al 2003). The major objective of ANC was to give equal privileges to all workers, the protection organizational rights, a centralized method of joint bargaining and the employee’s right to take part in decision making process at the place of work African National Congress (1994).
Not long after the election of ANC into power, the government, via the help of the Department of Labour presented a five year fundamental labour legislation and development plan. This five year program is summarized into four items of labour legislation as listed below:

2) The Basic Conditions of Employment Act BCEA (Labour Relations Act 75 of 1997).

The Labour Relations Act LRA became the basis of the development agenda. This observation is established by Du Toit et al as follows: the Labour Relations Act compress the new ANC administration’s objectives to restructure and democratize the economy and the public in the labour relations environment. The Basic Conditions of Employment Act BCEA provides a legislative minimum for employment standards for all employees (Labour Relations Act 75 of 1997). This also affects all the employees at South African Higher Education Institutions which this study is concern with. It provides a covering for the workers whose conditions of service are not protected by collective contracts. This Act relate to every workers apart from members of the National Defense Force, the Secret Service and the National Intelligence Agency.

The introduction to the Act is thus read: “Recognizing that, as a result of apartheid and other discriminatory laws and practices, there are disparities in employment, occupation and income within the national labour market; and those disparities create such pronounced disadvantages for certain categories of people that they cannot be redressed simply by repealing discriminatory laws. Therefore in order to uphold the constitutional right of equality and the exercise of proper democracy; eradicate unfair inequity in employment; ensure the execution of employment equality
to remedy the effects of discrimination; attain a different workforce largely representative of our people; promote economic development and effectiveness in workforce; give effect to the obligations of the Republic as a member of the international labour organization.”

The employment Equity Act EEA assists to remove every form of inequity in the working environment and to rectify the disparity established by the past via the execution of stated action procedures (Section 15(1) of EEA). The objective of Skill Development Act SDA is to tackle the harsh expertise scarcity and also to supply South African employees with proficiency that are important and required in labour market.

4.4 THE LABOUR RELATIONS ACT

The aims of the Labour Relations Act LRA are more ambitious. The objective of this Act is to promote economic growth, societal equity, labour harmony and democratization at the place of work by satisfying the basic goals of this Act that involves the following:

1) To carry out the commitment signed by South Africa as a state member of the International Labour Organization.

2) To carry out and legalize the basic rights bestowed by section 27 of the Constitution.

3) To offer a measure through which workers and their labour unions, managers and managers’ organizations can bargain jointly to agree on wages, terms and conditions of employment, formulate industrial policy and other issues of common interest.

4) To enhance organized collective bargaining, workers involvement in decision making process at workplace, the efficient settlement of labour clashes and collective bargaining at sectoral level.
The prominence of Labour Relations Act LRA is plainly stated in collective labour law as different from individual labour law Mischke (2003). The Act is comprises of ten (10) chapters. Chapter one is titled Purpose, Application and Interpretation while chapter two to seven deals with collective matters. Chapter three is the longest of the Act and it is titled Collective Bargaining. Chapter seven is concern with dispute settlement processes, chapter eight centers on individual labour law and contains unjust removal from office, while chapter nine is labeled General Provision.

The strength of the Labour Relations Act is its stress on collective bargaining at industrial, sectoral and higher education level Grogan (2003). The purpose of the legislature was to provide an organized collective system with a stress on centralized bargaining forums in lieu of all sectors, South African Higher Educational Institutions inclusive Du Toit et al (2003). It is evidence that the most essential way of accomplishing the itemized goals of social justice, economic enhancement and so on was realized to be via collective bargaining particularly at sectoral and industrial level which capture higher education institutions.

The Labour Relations Act LRA offers a structure that is favorable to collective bargaining Grogan (2003). It provides for a simple registration processes for labour unions and employers organizations, the use of the principle of liberty to association, the allowance of organizational rights to adequately representative labour unions, the formation of medium for collective bargaining and the liberty to embark on industrial actions supplemented by the protection of workers from the sack for taking part in a strike.
4.5 **LRA FORUM FOR COLLECTIVE BARGAINING**

Labour Relations Act LRA gallantly encourages collective bargaining especially at industrial and sectoral level which includes higher Education Institutions. The Act made provisions for the formation of bargaining and statutory councils.

4.5.1 **Bargaining Councils**

The major organization of the Labour Relations Act LRA is the negotiating council. Its basic tasks are cooperative bargaining, the ending of mutual agreements, enforcement of collective agreements, the resolution of clashes, establishment and administering of funding for disputes resolution and to determine through collective agreement the issues that may not necessarily end up in strike or lock-out at the workplace. Collective agreements arrive at during the bargaining council are obligatory on the parties below:

The bargaining council parties that are as well parties to the mutual agreement.

The members of registered labour union who is also a part to the collective agreement and the managers that are associates of an enlisted employers’ organization.

Each parties to the mutual agreement and the affiliates of all other parties to the agreement as much as the conditions within cover the association among such a party and the associates of such other party.

Section 32 of Labour Relations Act LRA states that mutual agreement arrived on at any bargaining council can be considered compulsory to non-party members that fall within the registered range of the council if the conditions below are met:
One or more labour unions whose members comprise of a majority out of the unions that are party to the council, and one or more employers’ group with majority employees (LRA Section 32 (1) a & b).

The minister must be pleased that the union parties represent the greater part of workers with the registered range of the council and that the employer parties engage a larger percentage of workers in the councils’ registered range (LRA Section 32 (3) a & c).

Non-parties to whom the request is associated fall within the registered scope of the council (LRA Section 32 (3) d).

The agreement must include conditions that must be practiced in granting such exemptions.

The Minister can spread out a collective agreement where the parties enjoy ordinary “sufficient representation”, if he is pleased that inability to extend the agreement would be injurious to collective bargaining at sectoral level (LRA Section 32 (3) a).

### 4.5.2 Bargaining Agents

There are basically three bodies acknowledged by Labour Relations Act that signify managers and workers in South African collective bargaining, higher educational institutions inclusive. This includes the trade unions, employers’ organization and workplace forums (Grogan 1999).

### 4.5.3 Trade union

Sidney and Beatrix Webb offered one of the foremost explanations of labour union as a constant organization of salary earners for the aim of upholding or improving conditions of service. The South Africa Labour Relations Act of 1995 describes unions as a group of employees with the sole objective of regulating the relationship among employers and workers with any employers’ association inclusive. Salamon (1987) offers a more improved definition of union as any association,
whose membership is made up of workers that strive to organize and represent the interests of their members both in the office and community and especially attempt to control their employment relationship through collective bargaining.

4.5.4 Employer’s Organization

An employer’s organization is any amount of employers that collectively comes together for the purpose of regulating the relationship among the employees and employers or their representatives (Grogan 2001). Employers’ associations are consequently the employers’ equivalent of labour unions.

4.5.5 Workplace Forum

A new bargaining level institution was created by the Labour Relations Act of 1995 with the main purpose of promoting contributory management other than adversarial bargaining within specific organizations. This meeting is one of the mediums through which collective bargaining may occur. Workplace forums are different from labour unions because they are bodies working within a specific organization and their members are limited to employees of a specific employer (Grogan 2001).

4.5.6 Employee

Labour Relations Act of 1995, Section 213 defines worker as any person, apart from an autonomous service provider, that render service for another person or government and is listed in their payroll. An employee is also referred to as any person that in any manner helps in carrying on or administering the business of an employer.
4.6 EDUCATION LABOUR RELATIONS COUNCIL (ELRC)

The Education Labour Relations Council (ELRC) was established in 1994. It is a collective bargaining council that services the education departments both at the national and provincial level. The basic objective of ELRC is the promotion and maintenance of labour peace in South African government education departments via the use of negotiation between labour unions and the government as the employer.

The Education Labour Relations Council (ELRC) is a bargaining council for educators. It is a legal body and it is registered by section 37 of the Labour Relations Act LRA Section 2 Constitution of the Education Labour Relations Council 6 of 2000). It makes provision for the employment of educators by the State, for the regulation of the employment conditions, discipline, retirement and discharge of educators (Employment of Educators Act No. 76 of 1998). Objectives of ELRC are as follows:

1) To make provision for and legalize collective bargaining
2) To preserve and maintain labour peace in education
3) Prevention and resolution of labour related crises in education
4) To negotiate, collectively bargain and to consult on issues of common interests and matters that affect or may affect the relationship between parties to Council or the Chamber
5) To reach a conclusion on collective agreements
6) Enforcement of collective agreements among the parties
7) To resolve through collective agreements the matters such as disputes, strike and lock-out at workplace.
4.7 PROCESS OF COLLECTIVE BARGAINING

Collective bargaining as a process normally takes place either whenever a current agreement ends and the management-union relationship needs to be appraised or whenever a clash of interest verb agreement and current agreements are overruled, or whenever the necessity for an agreement takes place due to a clash or protest (Nel 2002). Collective bargaining is often called a process because of its involvement in interaction. This interface includes more than individual or groups and these individuals or groups have a shared result on each another because the attitude of an individual or group impacts the attitude of others. Dyakala (1999) differentiated that the important features of collective bargaining in accordance to the Donovan Commission process, is that workers do not bargain on behalf of themselves individually, but negotiate collectively via representatives.

Different processes of collective bargaining are discussed below:

Collective bargaining as process of communication: Collective bargaining is importantly a process of communication. It showcases all the communication associated challenges in addition to some other intrinsic challenges revolving around collective bargaining (Nel & Van Rooyen 1985). In the course of the collective bargaining process, the aggrieved parties communicate each other of their wants, desires and behaviors. As a procedure of communication, collective bargaining relies on efficient spoken words.

Collective bargaining as a process of negotiation: Collective bargaining is considered a negotiating procedure that is intended at the economic status of the employer-employee association. In the course of this process, the character counter-character of the negotiating parties is examined.

Collective bargaining as an economic process: Improved wages and conditions of service is one of the main goals of collective bargaining. This impression has confused many to see collective
bargaining solely as an economic factor. The challenge with this opinion is that it indicates a win-
lose condition whereby labour will not be offered when the price is not accurate.

Collective bargaining as a dispute resolution device: The idea of collective bargaining as a dispute
resolution device is doubtlessly the most vibrant (Finnemore & Vander Merwe 1994). It is centered
on the standard of involvement and the practical guideline of the rapport at workplace. Collective
bargaining eases conflict by ensuring participation between workers and managers. Collective
bargaining therefore guides the relationship between employees and employers at workplace.

Collective bargaining as a management procedure: Collective bargaining can impact the
management in an organization in the following respects:

It forces the managers to follow some regulations in the regulations of employee’s wages, promotion
and conditions of service.

It prevents some usual acceptable attitude such as withholding salary as a means of discipline.

Collective bargaining enforces the management to consider and negotiate with their employees.

Collective bargaining as union activities: Collective bargaining has been closely associated with the
advancement of labour union since the onset (Le Grange 1996). Right from the formation of
collective bargaining, it has been compared to the improvement of labour union.

4.8 PROCEDURE OF COLLECTIVE BARGAINING

There are three important steps to be considered before the examination of the process of collective
bargaining. They are as follows:

To determine the parties or unions to be given recognition as the bargaining agents who will
represent the interest of the employees during the course of bargaining: In any establishment where
there is only one labour union, the union is usually given recognition to represent employees. This is
the case with UFH, as the National Education, Health and Allied Workers’ Union (NEHAWU) is the only labour union in the University and it is recognized as the only labour union that can represent the interest of the employees in negotiation (Relationship Agreement between NEHAWU and UFH August 31st, 2005). University of Western Cape also recognizes NEHAWU as the only labour union for collective bargaining (University of Western Cape Recognition and Procedural Agreement 2004). At University of Cape Town, the only recognized labour union for bargaining is the University of Cape Town Employees Union (Cape Town University Recognition and Procedural Agreement 2004) to mention a few. In cases where the organization has more than one labour union, the following measures can be utilized to decide the labour union that will represent the interest of the employees:

1) Bargaining with a combined group of all major labour unions.

2) Carrying out bargaining with a negotiating committee that involves the elected delegates of all departments in the establishment nominated through secret ballot, regardless of their union membership.

3) Selection by authentication of membership through some government organization, if necessary.

4) Choosing of the labour union through secret ballot.

5) Bargaining with a negotiation committee in which various labour unions would be represented in ratio to their confirmed membership.

6) The determination of the level of bargaining: Collective bargaining can be practiced at all levels be it enterprises, industry at regional level, at national level and at higher educational institutions in South Africa.
To determine the scope of matters under collective bargaining: although in several organizations collective bargaining concerns only issues such as salary increase, bonus, promotion etc. However, it seems more advantageous for both the labour unions and employers to put into consideration as many interesting issues to both parties as possible. This is the era that the understanding of collective bargaining is transforming from conflict to cooperation and thereby promoting a working environment of reliance, progress, and welfare.

4.9 STAGES IN THE BARGAINING PROCESS

There are basically three major stages in the bargaining process; they are preparation for bargaining, bargaining stage and signing of the agreement

4.9.1 Preparation for Bargaining Stage

Before the main bargaining stage, adequate attention must be given to preparation by both parties in order to have an absolute bargaining. This is a necessity to collective bargaining due to many reasons. Communication with employees at the lower level in various organizations can assist the parties involved in bargaining to obtain important information. The communication process also enhances the confidence of the two parties. Preparation should also involve the places of meeting, publicity releases, and transcripts of the sessions, system of payment of representatives of union and allied matters. Careful appointment of a negotiating team for the labour union may make an important contribution to the negotiation outcome. The negotiators must be skillful and well trained in the art of collective bargaining in order to participate adequately.

Effective bargaining body must consist of memberships with a good knowledge of industrial relations and personnel management, a financial expert and members who possess good
communication skills. Whenever the bargaining body is constituted of people from various professional fields, their efforts usually produce enough information and professionalism.

Moreover, as part of the collective bargaining, there is need for the development of clear agenda to allow for a meaningful discussion. It is also important that there should be a good framework for successful negotiation to hold. This assists in making adequate preparation for various agendas of discussion. Setting a clear agenda saves time because issues are discovered at the beginning for discussion ahead of negotiation.

4.9.2 The Bargaining Stage

4.9.2.1 Approach for Collective Bargaining by Objectives

Approach for collective bargaining is very essential in the process of negotiating. It will assist the bargaining representatives to acquire individual and administrative attributes of good preparation, awareness, skill, capacity, sensitivity, rationality, comportment and calmness. It is advisable to have the list of the items of negotiation that both parties will deliberate upon during the period of bargaining either from the employer or the employee.

This bargaining list can be divided into two subdivisions namely, the cost or financial items and non-cost or non-financial items. Having listed the bargaining items, preference can be given to the items depending on their importance in comparison to other items on the agenda.

There are three varieties of the goals that form the agenda of discussion during the negotiation between the parties. They are:

1) Realistic goal: These goals are the objectives that both parties find fully realizable, rational and real.
2) Optimistic goals: These are goals that negotiators consider feasible. The process of negotiation towards achieving these goals may be tough and requirements may not be encouraging.

3) Pessimistic goals: These are bargaining goals that may not be achievable due to unfavorable conditions. This does not mean that the goals do not fall within the acceptable range of the party.

The above discussed varieties of negotiation are recognized by both the labour union and the management representatives that engage in negotiation, and sufficient effort is made towards achieving the goals that make up their agenda.

4.9.2.2 Advantages of Approaching Collective Bargaining by Objectives

Approaching collective bargaining by objectives yield the following benefits:

It gives an improved way of assessing past negotiations as a practical experience support through which they can present a more efficient blueprint for the subsequent negotiations.

It provides the negotiating parties a true sense of focus and substantial objectives through which progress during negotiation can be measured by the members of the negotiating team.

It gives each party a secure and efficient procedure for delegating power to their bargaining teams.

It offers a more reasonable source for data preparation because opinions and objectives are clearly identified.

The negotiating team has a prepared reference through which blueprint that provides a classified guide to plan and strategies for all financial and non-financial bargaining lists, individual or group, are scanned.
4.9.3 How to Start the Negotiation Session

Allow all the participants representing the bargaining parties to settle down for three or four minutes to compile papers during which the likely latecomers are expected to join the meeting. The management must have confirmed the union leaders that will carry out the negotiation to be the true representatives of the employees ahead of the negotiation session. Having given the welcome and opening remark, the management representative who acts as the chairman of the negotiation proceedings will ask the labour union representatives to present their agitation. The management is expected to listen carefully and observe the reactions of labour union representatives without interrupting the labour union spokesperson even if he or she makes a mistake on a realistic point.

At the opening session of the negotiations, management must expect the speeches by the labour union to be long and emotional. The labour union spokesperson is expected to convince the management and members of the union present at the negotiation session. Labour unions usually take aggressive approach during the negotiation, but it will be bad on the part of the management to be aggressive in their approach as well. Before the labour union will respond to the management, they must have time to study the variances and unanimity of view. By the time the first reply is presented to the management by the union, they should bear the following in mind:

The list of items that will be presented must be kept at minimum. It is better to emphasize the same item other than trying to cover too many items. Simple language is advised other than clumsy one.

Time must not be wasted on one item of negotiation at the expense of other important items.

Foul language, poor temperament and emotion must not be used to present good case.

The areas of agreement must be identified by the labour union in order to take note of the progress made in the course of negotiation.
The management should not be concerned with reaching agreement on all the items presented by the labour union. They should know that negotiation with the labour union is an ongoing one. Management should not be concerned with carrying over negotiation.

4.9.4 The Middle Stage of Negotiation

The change from first stage to the second stage of bargaining is usually cloudy. Dialogue becomes shorter and less formal. Inputs may come from others thereby increasing the number of the negotiation participants.

The representatives of the management may face the challenge of upholding agreement in public among his negotiating group. It is important that team spirit is sustained throughout the bargaining process. The middle stage of negotiation may comprise one or more postponements which could be requested by either of the negotiating parties. This adjournment period can be used as follows:

1) To enable the other party to appraise either new opportunity or information.
2) To discuss with or report back to their group
3) To settle down
4) To avoid exhaustion during the negotiation

Management should not be afraid of requesting for adjournment. It is not a sign of feebleness. The proficient use of this period is one of the most essential qualities of a professional negotiator.

4.9.5 Concluding Part of Negotiation

The qualified negotiator continues negotiation as long as the other group is interested in the bargaining continuation until they reach a conclusive agreement. However, management should not give up everything just to reach a settlement. The management representatives are not allowed to
bargain beyond a reasonable point. Giving up an item to the advantage of the other group should not be encouraged.

Concluding the bargaining process encompasses a decision making crisis. This is the time when personal worries about the mode of resolution may be expressed. Worries expressed as a result of failure to reach a joint agreement involves acknowledging the certainties of power and disagreement which somehow lay hidden during the bargaining. Reaching a conclusion may be simple. The litmus test is the effective execution and continuation of the agreement. One other important aspect to be given much consideration is the communication of the negotiation’s result.

4.9.6 Signing of Agreement Stage

Collective agreements are usually categorized into two, namely; Procedural and Substantive agreement. Procedure agreements clearly state the steps through which the industrial relations processes are implemented. Procedure agreements relate to the following:

1) Mechanism for discussion, bargaining or arbitration on terms and conditions of service or for any other matters which occur among the trade unions and employers.

2) Bargaining rights

3) Resources for labour union representatives

4) Punitive issues and personal workers’ complaints

Substantive Agreements comprise the substance of any contracts on terms and conditions of service. It includes different kinds of compensation e.g. salary, rates, incentive payments, fringe benefits such as pensions and sick allowance.
4.10 OPERATION OF COLLECTIVE BARGAINING IN SOUTH AFRICAN HIGHER EDUCATION INSTITUTIONS

This aspect of the study will be specific in discussing the procedures and operations of collective bargaining in South African Higher Education Institutions. Case study from three (3) South African higher institutions’ Recognition and Procedural Agreement will be considered. These institutions include but are not limited to University of Cape Town, Western Cape Province, South Africa, University of Western Cape, Bellville, Cape Town, South Africa and University of Fort Hare, Eastern Cape Province, Alice, South Africa.

University of Cape Town is chosen as one of the case studies for being the oldest University in South Africa established in 1829, white dominated and its long experience in labour relations, University of Western Cape because of its history of struggle against oppression and being the University for the coloured, while UFH is preferred for its unparalleled role played against apartheid regime and discrimination of blacks in South African labour relations. The University which started as a major higher institution for black Africans in 1916 produced many freedom fighters among which late Nelson Mandela became the first democratic president of the Republic of South Africa in 1994 and came up with more democratic collective bargaining policies that allow for the creation of more labour unions and the freedom of employees to join any labour union of their choice.

4.10.1 University of Cape Town’s Recognition and Procedural Agreement

The objective of recognition and procedural agreement in Cape Town University is to synchronize the relationship among the labour union and the University management. This agreement endeavors to institute an efficient and collaborative working condition among the labour union and University
management in a working environment that encourages reasonable labour procedures, (Cape Town University Recognition and Procedural Agreement 2004).

4.10.1.1 Negotiation Procedure

Negotiation procedure, according to University of Cape Town Employees Union and the University management, as contained in the Recognition and Procedural Agreement signed by both parties on 30th November, 2004, is as follows:

The labour union and the University management agree to negotiate every year, at least three (3) months before the expiration of the substantive agreement in operation at the time, with a mindset to arrive at a compromise on wages and conditions of service. Negotiation shall involve negotiating committee comprising not more than ten (10) labour union representatives appointed by the union, out of which one must be a union official. It also involves ten (10) Management representatives appointed by the University. Meetings may be conveyed as many times as possible in order to reach a compromise.

The representative of the management team is mandated to write a short outline of the concluding standpoints. The copies of the closing positions must be sent to the labour union within seven (7) working days after the meeting. Official enactment of the accurateness of the outlines will assume the first agenda of business at the next meeting of negotiation. The agreements arrived at shall be converted into writing and will be signed by both negotiating parties.

In case the negotiating parties are unable to arrive at an agreement via the negotiations provided for in this procedure, any of the parties will be allowed to employ the dispute procedure as provided below:
4.10.1.2 Dispute Resolution Procedure at University of Cape Town

University of Cape Town Recognition and Procedural Agreement (2004) describe dispute procedure at the University as follows:

The University and the labour union shall seek via negotiation or discussion in good faith to find rational and acceptable resolutions to all misunderstanding that may evolve between them.

A dispute may involve any severe disagreement between the labour union and the management evolving out of negotiations or discussions, carried out in terms of this agreement or any law or disagreement, disciplinary, equality or health and safety concern which is not settled via agreed process provided for such purpose.

Either of the aggrieved parties may pronounce a dispute by giving the defaulting party a written notification that should clarify the concerns in dispute. Both parties shall summon a meeting of the negotiating committee in five (5) working days upon the receipt of dispute notification in view of resolving the dispute. Both the University and the Union may decide to forward unresolved disputes to the Commission for Conciliation, Mediation and Arbitration (CCMA) or for private mediation or arbitration. They will both put into consideration and reach an agreement on who will be the mediator or arbitrator and their terms of reference.

In the situation of both parties subscribing to private mediation or arbitration, both parties shall be responsible for 50% of the expenses incurred in the process of mediation or arbitration.

4.10.2 University of the Western Cape Recognition and Procedural Agreement

The basic objective of the University of Western Cape recognition and procedural agreement is to provide a structure within which the University, her workers and the labour Union can engage in
collective bargaining to decide on wages, terms and conditions of service and other issues of common interest. The agreement further aims at organized collective bargaining, workers’ participation, involvement in decisions making and effective resolution of labour disagreements.

4.10.2.1 **Bargaining Procedure**

Bargaining procedure in line with the agreement between National Education, Health and Allied Workers’ Union (NEHAWU) and University of Western Cape Recognition and Procedural Agreement of 26th May, 2004 is as follows:

Both NEHAWU and the University management shall hold collective bargaining meeting once in an academic calendar year in regard to the terms and conditions of employment of workers, issues of common interest and any other matters agreed among the negotiating parties. Both parties agreed that collective bargaining shall hold in a Negotiating Chamber. The Negotiating Chamber shall consist of not more than eight (8) union representatives, out of which six (6) shall belong to the bargaining unit, and not more than eight (8) approved University delegates appointed by the University council or the Vice-Chancellor. Both parties will rotate the chair of the forum.

Negotiating Chamber’s meeting shall usually hold yearly through mutual agreement on a date, time and venue as agreed among the negotiating parties. Collective bargaining shall start by February but not after May of every academic calendar year if requested by any of the parties.

Any of the parties requesting for a meeting of the Negotiating Chamber shall present its written proposal as a starting point for negotiations to the other party. The other party shall present its response not more than ten (10) days afterward.
Negotiating Chamber sub-committee consisting of not less than three (3) representatives from either of the parties shall meet to deliberate on the parties’ proposals and shall try to reach agreement on the date, time and venue of the negotiating forum meeting within five (5) working days after receiving the parties’ notice. The sub-committee shall arrange the proposals and counter-proposals in sequence of importance or urgency, and prepare its own proposals and give the parties direction in line thereto.

The Negotiating Chamber may create any other sub-committee as it deems important.

Any agreement reached by the Negotiating Chamber shall be put into writing and signed by the Union and the University, subject to endorsement by the council or its representatives.

In the situation of the parties’ inability to arrive at agreement on any or some of the proposals and counter-proposals, any of the parties may summon the dispute resolution procedures.

4.10.2.2 Dispute-Resolution Procedure at University of Western Cape

The University of Western Cape Recognition and Procedural Agreement of 26th May, 2004 made adequate provision for dispute resolution whenever the parties are unable to reach collective agreement on any or some of the proposals and counter-proposals.

Whenever the parties disagree on any matter of negotiation, the aggrieved party may state a dispute in writing in no later than twenty (20) days after the dispute is declared, and demand that the concerns in dispute be directed to a neutral mediation or arbitration.

The recipient party will reply the aggrieved party in line with the content of the dispute and shall roll out its plan for resolution in fourteen (14) days of receipt of dispute declaration.

A dispute meeting among the disputed parties shall hold within 30 days of the receipt by the aggrieved party of the answering statement.
Any party to a dispute about an issue of common interest may refer the dispute in writing to a mediator, provided that the parties are willing to agree on the nature of dispute, the name of the mediator, the date, time and place of mediation. Any party to a dispute about a dispute of right or where this agreement requires a dispute to be resolved via arbitration, may refer such a dispute in writing to arbitration provided that both parties are willing to agree on the nature of dispute, the name of the mediator, the date, time and place of arbitration.

In a situation where both parties cannot arrive at agreement in this regard, the arbitrator, at the beginning of the hearing, shall determine the nature of the features of the misunderstanding and the terms of reference. The mediator or the arbitrator, as the case may be, shall be employed through agreement from a group of mediators or arbitrators from an established dispute-resolution organization.

The mediator shall carry out the mediation as he or she deemed fit having regard to the nature, urgency and significance of the dispute. The arbitrator shall carry out the arbitration in line with the written agreement of the parties, and he or she makes sure that the arbitration otherwise conforms to the Arbitration Act of 1965.

No group shall be permitted to access legal representation at the mediation or arbitration unless both parties agree to it in writing. The arbitrator’s decision shall be final and binding between the parties. The expenses incurred during the mediation or arbitration shall be shared equally among the parties.

4.10.3 University of Fort Hare Relationship Agreement

The recognition of the importance of collective bargaining made UFH and NEHAWU to enter into a relationship agreement with the intention to improve the relationship between the parties. This relationship agreement between UFH and NEHAWU was signed on August 31st, 2005 (UFH Relationship Agreement 2005).
4.10.3.1 Objective of the University of Fort Hare Relationship Agreement

The UFH and National Education, Health and Allied Workers’ Union (NEHAWU), the parties to the relationship agreement admit and accept the significance of sound and fair worker-management relations and enter into this agreement with the affirmed intent of continuing to initiate, uphold, and guarantee such a relationship. UFH and NEHAWU further assert their joint commitment to industrial equity and the preservation of common acceptable work and behavioral standard.

4.10.3.2 Negotiation/Bargaining Procedure

Bargaining procedure in line with the agreement between National Education, Health and Allied Workers’ Union (NEHAWU) and UFH’s Relationship Agreement of August 31, 2005 is as follows:

The University and NEHAWU decide to set up a Negotiation Committee which shall consist of not more than eight (8) delegates from both parties. In a situation where a member or more from either party are absent at the negotiation meeting due to reasons beyond their control, a substitute will be agreed by both parties before negotiation commences.

The minimum of five (5) representatives of each negotiating team will be required to form a quorum for the objective of any consultations or negotiations between the parties except otherwise agreed.

The negotiating committee shall meet by March of every year to negotiate the wages and conditions of service. Each party will submit an agenda proposal to the other party 21 days prior the meeting date.

Any agreement arrived at by both parties shall be put into writing and signed by the parties. This agreement will be binding on both parties for the period stated in it.
In the situation of any matter not being resolved by the Negotiating Committee, the aggrieved party is advised to follow the dispute procedure to address the issue.

4.10.3.3 Dispute-Resolution Procedure at University of Fort Hare

The UFH’s Relationship and Procedural Agreement of August 31, 2005 made adequate provision for dispute resolution whenever there are unresolved issues during the course of negotiation between the parties.

A dispute according to UFH Relationship Agreement is any disagreement between the University and NEHAWU that cannot be resolved through grievance or disciplinary procedures. This shall consist of disputes of right and disputes of interest and the interpretation and or application of this agreement. The procedure of dispute resolution is therefore as follows:

In regard to either a dispute of right and or dispute of interest, a party stating the dispute shall do so by the delivery of a written notice to the other party mapping out the nature of the dispute and the proposed terms of settlement.

In the process of resolving the dispute, the parties shall hold a meeting in two (2) working days of the declaration of the dispute, or as soon as possible in an attempt to resolve the dispute. In the situation where the parties could not reach a compromise at this meeting, or the parties refuse to meet within two days and beyond, the aggrieved party will take necessary steps within the scope of the Labour Relations Act (LRA), including but not limited to referring the matter to the Commission for Conciliation, Mediation and Arbitration (CCMA) and or the Labour Court.
4.11 DIFFERENCES AND SIMILARITIES IN BARGAINING PROCEDURES AT THE SELECTED HIGHER EDUCATION INSTITUTIONS

The major objectives of collective bargaining in the three selected South African Universities for the study is aimed at improving wages and conditions of service.

It also aims at ensuring a collaborative working condition between the labour union and the management of the Universities under the study. This involves both parties to engage in major collective bargaining decisions such as wages, terms and conditions of service and other issues that cut across common interest. Collective bargaining in the selected Universities targets on the fairness in the relationship between the labour union and University management.

The recognized labour union for negotiation at UFH and University of Western Cape is National Education, Health and Allied Workers’ Union (NEHAWU) while University of Cape Town Employees Union (UCTEU) is recognized at the University of Cape Town.

All the Universities under the study meet at least once in a calendar year to negotiate for the new financial year.

The major substantive agreement in the selected Universities is salary/notch increase.

Both University of Western Cape and UFH bargaining procedures agreed on not more than eight (8) union representatives, and not more than eight (8) approved University delegates.

University of Cape Town bargaining procedures agreed on ten (10) representatives from both the union and the management contrary to eight (8) representatives at University of Western Cape and UFH.

The Recognition and Procedural agreement at the University of Western Cape is more comprehensive than that of University of Cape Town and UFH.
4.12 CONCLUSION

In South Africa, collective bargaining and its effective operation remains one of the most important factors that determine the success of public sectors including higher education institutions in the country. Labour-unions and employers at the higher institutions continue to face problem in guaranteeing that their respective benefits are secured as far as possible under the current legislative structure of collective bargaining in the country. The whole essence of collective bargaining to giving equal privileges to all workers, the protection of organizational rights, a centralized method of collective bargaining as well as the employee’s right to take part in making decision at the place of work will be defeated if bargaining procedure is not effectively carried out and implemented in South African higher institutions most especially at UFH which is the focus of this research. Effective operation of collective bargaining should therefore be encouraged at South African higher institutions and specifically at UFH.
CHAPTER FIVE

TREND AND IMPLEMENTATION OF BARGAINING AGREEMENTS AT UNIVERSITY OF FORT HARE, EASTERN CAPE, SOUTH AFRICA

INTRODUCTION

UFH and the National Education Health and Allied Workers Union (NEHAWU), the registered labour union at the University recognizes the significance of collective bargaining. This prompted both parties to enter into agreement with the notion of strengthening the relationship between them. The agreement was thereby entered into between NEHAWU representing the employees and the University. The agreement was signed on August 31, 2005.

This chapter reveals the trend and implementation of bargaining agreements at University of Fort Hare from 2011 to 2017. The study further examines how the implementation of bargaining agreement is utilized to solve labour related challenges and also to improve on employee’s wages and conditions of service thereby strengthening the relationship between the management and employees at UFH. The chapter contributes to knowledge on the effects of the implementation of bargaining agreement on wages and other conditions of service thereby leading to harmonious relationship between the Staff and the management towards the effective administration of the UFH. Findings reveal that ever since 2005 when the agreement was reached, UFH and NEHAWU have been committed to improving the employees’ wages and other conditions of service through substantive agreement. This chapter concludes by recommending a more collaborative relationship between the bargaining parties for a more effective implementation of bargaining agreement at UFH.
The trend of collective bargaining in South Africa has always been different from what is obtainable in other parts of the world. While bargaining is devolved in several countries, it remains centralized in South Africa. When labour union is declining in all over the world, it keeps on increasing in South Africa. The major reason for this is the development of a less suppressive government in South Africa that allows agitation for labour unions in South Africa to be achieved (Verma et al. 2002:373). According to Makwembere (2007) and Budlender (2009), there was nearly no collective bargaining in South African public service before 1994. The foundation of collective bargaining in the public service of South Africa was generally the Labour Relations Act No 66 of 1995 that extended complete collective bargaining rights to nearly all the government workers in South Africa. The end of apartheid rule in South Africa which ushered in the foremost democratically elected government in 1994 came with more democratic collective bargaining policies that allows for the creation of more labour unions and the freedom of employees to join any labour union of their choice. Labour Relation Act No 66 of 1995 also extended collective bargaining rights to employees in South African higher education institutions since they fall within the scope of its application. The employees of UFH were not left out in this Labour Relation Act No 66 of 1995. Post apartheid tertiary labour unions include the National Union of Tertiary Employees of South Africa (NUTESA) formed in 1994 which later joined together with the National Tertiary Education Staff Union (NTESU) in 2009 to form the National tertiary Education Union (NTEU). The National Education and Health Allied Workers Union (NEHAWU) which was established earlier before the end of apartheid regime in June 1987 remains the major labour union representing the interest of both the academic and supporting staff at UFH. This union engages the University management in bargain on issues of wages, staff welfare, good condition of service, and employee’s rights and so on with
bargaining agreement being the end result of the bargain between the University management and the union.

This chapter therefore presents the trend of bargaining agreement at UFH, Eastern Cape, South Africa.

5.1 ACCOUNT OF COLLECTIVE BARGAINING IN SOUTH AFRICA

The core of collective bargaining law in South Africa was the industrial Conciliation Act of 1924. The act provided for the formation of industrial councils as the main consolidated collective bargaining institution that yet exists. Industrial council prevented Black workers who were usually made up of vast majority of workers, access to centralized collective bargaining for the early 55 years of establishing the council. This was achieved by not granting the Black workers opportunity to be a part of or inaugurated registered trade union which was the only unions that were permitted to join industrial councils.

Nevertheless, the advent of independent Black trade unions with powerful workplace associations in the early 1970s coupled with heightened global pressure in opposition to the apartheid regime mandated South African government to allow South African Black trade unions in 1979 to become registered and was able to join industrial council. This created a major turnaround for labour relations in South Africa. The rapid growth of Black unions between 1980s and early 1990s changed the labour relations terrain drastically. Black unions earned respect from employers and were considered to take part in Industrial Councils.

More revolution of collective bargaining happened after political change of 1994 in South Africa. The assumption of office of President Nelson Mandela through universal franchise paved way for the black majority government for the first time under the ruling party of African National Congress
(ANC). The new administration passed a number of labour laws that established workers and labour union rights more powerfully. The cornerstone for collective bargaining was the Labour Relations Act of 1995 that granted total collective bargaining rights to nearly the whole public service (Labour Relations Act of 1995).

5.2 BARGAINING AGREEMENT

Bargaining Agreement is a different kind of industrial agreement as negotiated collectively between the management on behalf of the employers and trade unions on behalf of employees. Bargaining Agreement regulates the terms and service conditions, the responsibilities of managers and workers. It is generally the outcome of collective bargaining process between the labour unions and employers (https://en.wikipedia.org/wiki/Collective_agreement). The 1995 Labour Relations Act, Section 23 to Section 26 deliberates on the subjects relating to bargaining agreement. Finnemore and Van der Merwe (1996) explain bargaining agreement as ‘a written agreement about the terms and conditions of service or other matters of common interest agreed on by one or more recognized labour unions and one or more employers’. Section 213 of Labour Relations Act of 1995 described bargaining agreement as a written agreement relating to the terms and conditions of service or any other subject of common interest concluded by one or more recognized labour unions or one or more registered employers’ organizations.

Muchinsky et al (1998) and Slabbert et al (1999) identified two types of bargaining agreements. Procedural agreements according to Muchinsky (1998) deals with those bargaining agreements that control the relationship between the parties, while Slabbert (1999) explains substantive agreement as regulating the rights and duties of the labour union and managers in terms of rewards substitute for services. Scholars describe bargaining agreements as the agreements signed by both the employer
and labour, such as bargaining council agreements and recognition agreements. A bargaining agreement is binding on employees that do not belong to a registered labour union or unions in the agreement. When necessary, a bargaining agreement changes a bond of employment among workers and management that are both in contract by the bargaining agreement.

5.3 RELATIONSHIP AGREEMENT BETWEEN UNIVERSITY OF FORT HARE AND NEHAWU

The University of Fort Hare and the National Education, Health and Allied Workers’ Union (NEHAWU) recognized the significance of collective bargaining. This prompted both parties to enter into agreement with the notion of strengthening the relationship between them. The agreement was thereby entered into between NEHAWU representing the employees and the University. The agreement was signed on August 31, 2005 citing clause 11 on Negotiation/Bargaining process (UFH Relationship Agreement 2005). Ever since 2005, UFH and NEHAWU have been committed to improving the employees’ wages through substantive agreement.

5.4 BARGAINING AGREEMENT BETWEEN UNIVERSITY OF FORT HARE AND NEHAWU

Ever since the University of Fort Hare and the National Education, Health and Allied Workers’ Union (NEHAWU) entered into the Relationship Agreement on August 31, 2005, both parties have always been engaging in annual collective bargaining which usually comes up every March with the end result of bargaining agreement which usually comes in form of substantive agreement that spells out the terms of the agreement. Both parties must be committed to the implementation of this agreement in order to prohibit dispute of non-compliance by any of the defaulting parties.
UFH and NEHAWU admit the enormity of problems confronting the higher education sector, specifically the UFH, in collective bargaining issues relating to wages. The parties are committed to substantial progress in the face of financial challenge facing the University. Consequently, they both hold in high esteem the essence of collaboration in a bid to guarantee fiscal effectiveness at the University. Both parties commit themselves in this regard to being just, fair, honest and responsible to the entire University work force (Substantive Agreement between UFH and NEHAWU).

5.5 NEGOTIATION/BARGAINING PROCEDURE

Bargaining procedure in line with the agreement between NEHAWU and UFH’s Relationship Agreement of August 31, 2005 is as follows:

The University and NEHAWU decided to set up a Negotiation Committee which shall consist of not more than eight (8) delegates from both parties. In a situation where a member or more from either party are absent at the negotiation meeting due to reason beyond their control, a substitute will be agreed by both parties before negotiation commences.

The minimum of five (5) representatives of each negotiating team will be required to form a quorum for the objective of any consultations or negotiations between the parties except otherwise agreed.

The negotiating committee shall meet by March of every year to negotiate the wages and conditions of service. Each party will submit an agenda proposal to the other party 21 day prior the meeting date.

Any agreement arrived at by both parties shall be put into writing and signed by the parties. This agreement will be binding on both parties for the period stated in it.

In the situation of any matter not being resolved by the Negotiating Committee, the aggrieved party is advised to follow the dispute procedure to address the issue.
5.6 THE TREND AND IMPLEMENTATION OF SUBSTANTIVE AGREEMENTS AT UNIVERSITY OF FORT HARE

This study assesses the implementation of substantive agreement at the University of Fort Hare for seven (7) years period covering 2011 to 2017 substantive agreement. This period is covered because of the availability of useful documents such as the Substantive Agreement.

5.7 UFH'S 2011 SUBSTANTIVE AGREEMENT

The parties signed the 2011 substantive agreement on 10th May, 2011. This agreement was to be effective from January 1 until December 31, 2011 with parties’ commitment to the matters agreed upon in 2010/2011 bargaining period. The agreement was set out to achieve the following objectives:

1) That the workers are treasured and supported by the University management.

2) That staff improvement is of importance towards the advantage of both the worker and the employee.

3) That Fairness and human respect is cherished by both parties.

4) To guarantee that both the employer and labour union plays an important role in making sure that the workers’ right to housing is well protected.

5.7.1 Substantive Agreement

5.7.2 Family Responsibility leave

Family responsibilities leave claim increases from three (3) working days per year to ten (10) days per year. This responsibility excludes the new birth to an employee because this issue is clearly stated in the University maternity and paternity leave guidelines.
5.7.3 Paternity Leave

Paternity leave claim reduces from ten (10) days to three (3) days per year. The leave conditions are clearly stated in the leave policy.

5.7.4 Casual Rate

The casual rate was standardized at R100.00 per day in the agreement.

5.7.5 Housing Subsidy

The agreement stated that any tenure staff of the University who bought a house as a main residence for his or her own occupation with effect from 1st January, 2010 is eligible to a housing subsidy equivalent to a once off R12000.00 augment on the cost to company which is equal to R1000.00 per month spread over twelve (12) months in a year with effect from 1st January, 2011. Employees were required to provide the University with proof of ownership e.g. Deed of Sale.

5.7.6 Study Subsidy in Relation to Residence

The 2011 agreement clearly stated that study subsidy for accommodation/residence for the dependents of the employees schooling at the UFH increased from 75% to 85%, covering the cost of residence accommodation alone.

Examination officers are entitled to a 100% study allowance for approved courses as stated in the UFH subsidy policy at any South African Universities.

5.7.7 Long Service Awards

Both parties were unable to arrive at an agreement on the management’s proposal to amend the structure of the benefit. The previous benefit was upheld.
5.7.8 General Increase

The parties reached an agreement on 6.5% wage increase for all workers that were above the 40th percentile for their designated grade level while it was agreed that workers below the 40th percentile would receive a wage increase of 8%.

5.8 UFH'S 2012 SUBSTANTIVE AGREEMENT

The parties signed a 2012 substantive agreement on 30th September 2011, to achieve the following objectives:

1) To make provision for yearly salary increment and upgrading of the conditions of services for University employees for the 2012 financial year.

2) To start an ongoing discussion on the existing housing policy.

5.8.1 Principles Guiding the Agreement

The parties decided that the following principles would inform 2012 substantive agreement and would as well serve as strategies for future wages management.

In order to address domestic fairness, workers will be given differentiated wages increase across the board in line with clause 6.1 of the agreement.

This substantive agreement will be executed with effect from January 1, 2012.

5.8.2 Substantive Businesses

5.8.2.1 General Increases

Parties established that the overall cost of service for the bargaining unit for year 2012 would increase as follows:
That all present workers in the bargaining unit receiving below the 40th percentile will earn a 9% wage increase, while the employees receiving more than the 40th percentile will earn a 7% salary increase for the assigned grade levels (UFH & NEHAWU Substantive Agreement 2012).

5.8.2.2 Study Subsidy

Based on affordability and the fact that UFH University management will cope in 2013, courses not obtainable at the University will be sponsored in 2013.

As at 2012, UFH study Subsidy basis (85% residence and 100% tuition at UFH and the same equal-average between East London and Alice) will be used for subsidizing offspring studying outside UFH (within the shores of South Africa) for all courses not offered at UFH.

Examination officers will be fully sponsored for approved courses in other Higher Education institutions.

Spouse’s tuition rebate will be increased from 75% to 85%

If spouse is studying outside UFH, the subsidy will be the same as for the offspring studying outside UFH with effect from 2013.

5.8.2.3 Performance Management System

Parties reached an agreement that a test run of Performance Management System (PMS) will commence in 2012 subject to the ability of the University management to hold workshops in order to clarify the systems to all members of staff. The workshop was agreed to hold at departmental or faculty levels.

Both parties further decided that the PMS will be associated to inducement in 2013 depending on the completion and conclusion of the compensation strategy or policy.
5.8.2.4 Group Life Scheme

The parties agreed that the present group life scheme will be reconsidered.

5.8.2.5 Casualisation of Academics

Parties concluded that there will be no casualisation of academic staff. This issue is being tackled within the match and place process.

5.8.2.6 Housing Allowance

Parties agreed to the housing allowance when developing, formulating and implementing the University remuneration policy during the next bargaining cycle.

5.8.2.7 Long Term Service Award

The parties agreed that the present Long Service Awards policy will be evaluated during the 2013 bargaining cycle.

5.9 UFH’S 2013 SUBSTANTIVE AGREEMENT

The parties signed the 2013 substantive agreement on April 3, 2011. This agreement was to be effective from 1st January and spanned to December 31, 2013 with parties’ commitment to the matters agreed upon in 2013/2014 bargaining period. The agreement was set out to achieve a specific objective as stated below:

Both parties agreed that 2013 substantive agreement will serve to make provision for annual wages modification and development of conditions of employment for the workers for 2013/2014 financial year.
5.9.1 Substantive Issues

5.9.1.1 General Increase

Both parties agreed that all current workers as at the time of the agreement will be given a 7% salary increase.

5.9.1.2 Salary Scale Increase

The 2013 substantive agreement categorized the grade level increase into two.

Category 1: All workers receiving below their maximum wages scale will earn an extra 1.5% increase. This 1.5% raise will be paid on the anniversary of the month when employment commenced.

Category 2: All workers receiving on or over maximum of their salary scale will earn a 0.5% yearly increase. The 0.5% salary raise will be paid or effected on the anniversary of the month on which employment commenced.

5.9.1.3 Dependents Study Subsidy

In line with the University study charges, UFH will offer a study funding for dependants studying courses not offered by the UFH according to present study subsidy for dependants studying at UFH. For instance, for a medical science degree not offered at UFH, rates similar to a closer degree such as BSc degree will apply.

Both parties agreed that dependants refer to UFH workers’ children both natural and legally adopted).

Parties agreed that the qualifying standard for the dependants’ study funding will be as follows:
1) Funding will be effected based on worker’s appointment at UFH.

2) Funding for degrees, diplomas, and certificates that are offered at UFH will be denied.

3) Admission preference will be given to staff dependants and spouses that meet up with the criteria.

4) Maximum duration of the study will be the same with the degree, diploma or certificate offered at UFH including residential charges.

5) The funding will be reversed on the occasion of dependant failure, while it will be reinstated once the dependant passes.

6) Postgraduate studies will be subsidized throughout the duration of the program in line with the institution that the dependant chooses to study in South Africa.

7) Staff of the examinations department at UFH will not be allowed to enroll at UHF but will be funded to study in another institution within South Africa.

5.9.1.4 Remuneration Policy

Parties agreed that the Remuneration Policy is a true indication of the present remuneration practice at the UFH and will be signed by both NEHAWU and the University management. The remuneration policy will be reassessed as considered necessary by both parties.

5.10 UFH’S 2014 SUBSTANTIVE AGREEMENT

The parties signed the 2014 substantive agreement on 23rd May, 2014. This agreement was to be implemented with effect from January 1 until December 31, 2014 with parties’ commitment to the matters agreed upon in 2014/2015 bargaining period. The agreement was set out to achieve the sole objectives below:
The parties agreed that 2014 substantive agreement will seek to provide for yearly wages amendment and to improve the conditions of service for staff for 2014/2015 financial year.

5.10.1 Substantive Matters

The agreement stated that staff remuneration and benefits are offered to draw and maintain the skills required for the University to function in line with the mission for its establishment.

5.10.2 General Increase

The parties agreed that the total cost of service for the bargaining unit for 2014 will increase and will be carried out as follows:

All present workers in the bargaining unit will be offered a 7% salary increase with effect from January 2014.

5.10.3 Salary Scale Increase

UFH Management and NEHAWU agreed that the salary scale increase for 2013 substantive agreement will continue to hold.

Category 1: All workers receiving below their maximum wages scale will earn an extra 1.5% increase. This 1.5% raise will be paid on the anniversary of the month when employment commenced.

Category 2: All workers receiving on or over maximum of their salary scale will earn a 0.5% yearly increase. The 0.5% salary raise will be paid or effected on the anniversary of the month on which employment commenced.
5.10.4 Housing Allowance

UFH management and NEHAWU for the sake of fairness agreed that the University will offer a total amount of R1000.00 per month for each staff with effect from January 1, 2015. This does not involve the exclusion list as clearly stated in clause 4 of this agreement. This R1000.00 according to the agreement will be offered as an additional income and will not be part of the yearly total cost of company for each staff. The agreement further stated that those staff that has already earned the Housing Allowance/Subsidy before January 2015, the allowance will be deducted from their present total yearly cost to company and added back as an additional income so that it will not form part of their annual total cost to the company.

5.10.5 Adjustment of Salary Ranges

The parties agreed that salary ranges will be augmented from 2013 ranges by at least 5% in favor of support Staff and at least 6% in favor of Academic Staff.

5.11 UFH’S 2015 SUBSTANTIVE AGREEMENT

The parties signed the 2015 substantive agreement on May 29, 2014. This agreement was to be implemented with effect from January 1 until December 31, 2015 with parties’ dedication to the matters agreed upon in 2015/2016 bargaining period. The agreement was set out to achieve the sole objective below:

Both parties agreed that 2015 substantive agreement will serve to provide for yearly wages modifications and seek to better the conditions of service for Staff during 2015/2016 financial year.
5.11.1 Principles Guiding 2015 Substantive Agreement

The parties arrived at an agreement that the following principles alongside the Remuneration Policy will shape this multi-year substantive agreement that will cover 2015, 2016 and 2017. It will also function as the guidelines for subsequent wages management.

Both parties agreed that as from 2015, UFH would adopt the newly restated wages as a total package which include general increase, medical aid subsidy and housing allowance with CPI increase for 2016 and 2017 in a bid to better the conditions of service and remuneration of Staff that this agreement covers:

1) All Staff will be offered 7% salary increase in 2015 and employees still below the minimum of their restated salary grades will be adjusted to the minimum of the grade.

2) New and anticipated posts will only be occupied from 2016 and beyond.

3) This agreement does not affect Active and Non-Active position.

4) The agreement is a multi-year one that will cover for the period of 2015, 2016 and 2017.

5) The effective date for the implementation of this agreement is January 1st, 2015.

5.11.2 Substantive Matters

5.11.2.1 General Increases

Both parties agreed that all present Staff in the bargaining unit will adjusted accordingly as presented in the annexed table with effect from January 1st, 2015.

5.11.2.2 Salary Scale Increase

Both UFH and NEHAWU agreed that the salary scale increase will take a form of performance bonus as from 2016.
5.12 UFH’S 2016 SUBSTANTIVE AGREEMENT

The parties signed 2016 substantive agreement on 26th July, 2016 with the main objective below:

The parties arrived at the 2016 substantive agreement with the sole purpose of providing for yearly salary modification and to improve on the conditions of service for workers for the 2016 financial year.

5.12.1 Principles Guiding 2016 Substantive Agreement

The following are the guiding principles for 2016 Substantive Agreement:

1) The parties reached the conclusion that 2016 Substantive Agreement alongside the Remuneration Policy will serve as the principal guidelines for future salary management towards the improvement of the workers’ conditions of service and salary.

2) Both parties agreed that all present permanent workers will be offered a salary modification of 7% per year and R1000.00 monthly Housing Allowance.

3) Parties agreed that 2016 substantive agreement will be carried out with effect from January 1, 2016, but administratively, both the 7% annual salary increase and monthly R1000.00 housing allowance will be implemented on April 1, 2016 and be made payable on April 2016 pay day. Incorporated in the Cost to Company (CTC) on the salary advice (Pay slip) with new CTC reflecting on workers April 2016 remuneration advices. Reflection of allowance on the workers’ salary advices in accordance with CTC salary model and appropriate taxation.
5.12.2 Substantive Matters

5.12.2.1 General Increases

Both parties agreed that all present permanent workers will be offered a salary modification of 7% per year and R1000.00 monthly Housing Allowance.

Parties agreed that 2016 substantive agreement will be carried out with effect from January 1, 2016, but administratively, both the 7% annual salary increase and monthly R1000.00 housing allowance will be implemented on April 1, 2016 and pay out on April 2016 pay day.

5.13 UFH'S 2017 SETTLEMENT AGREEMENT

Both NEHAWU and UFH assented to the 2017 settlement agreement on 6th June, 2017 with the main objective of settling the dispute that was referred to the Commission for Conciliation, Mediation and Arbitration on salary issue and other benefits. This agreement was born out of the face-off between NEHAWU and UFH management that eventually led to protest by union members and the disruption of robing of the University heads on May 4, 2017. The members of National Education, Health and Allied Workers’ Union (NEHAWU) interrupted the robing of the new Vice-Chancellor, Professor Sakhela Buhlungu and the Chancellor, advocate Dumisa Ntsebeza SC (Nonsindiso 2017).

The agreement addresses the following:

5.13.1 Salary Increment

Both parties reached an agreement that all existing worker’s salaries, already in the bargaining unit, will be raised or adjusted by (a) Eight percent (8%) for Peromnes levels 5 to 8 workers and (b) Ten
Percent (10%) for Peromnes levels 9 to 16 workers. The agreement reads that this increase will be carried out on May 1, 2017 while it will be backdated with effect from January 1, 2017.

5.13.2 2% Notch increase

It was agreed upon by both parties that the issue of 2% notch increment be postponed to the next bargaining process for 2017/2018.

5.13.3 Benefits

Both parties agreed that:

The procedure of reviewing the entire benefits offered by UFH for the totality of its workers is carried out instantaneously under the patronage of the Deputy Vice-Chancellor (Institutional Support Office).

A time frame for the review is not expected to be later than August 1, 2017.

Both parties in addition reached an agreement to collectively decide on the modality of the review process outcomes, findings and savings, if at all, would be carried out.

5.14 BARGAINING PROBLEMS SOLVED BY EACH YEAR SUBSTANTIVE AGREEMENT AT UNIVERSITY OF FORT HARE FROM 2011 TO 2017

2011 Substantive Agreement addressed the problem of low wages, low study subsidy, family responsibility leave and other conditions of service. The family responsibility leave was increased from three (3) working days to ten (10) working days in a year. This allows for adequate time for members of staff to be able to pay attention to necessary family responsibilities. The agreement also standardized the casual rate at R100.00 per day. The agreement further addressed housing subsidy by providing for R12, 000.00 once off housing subsidy for members of staff who purchased a house
with proof of ownership as a main residence for his or her own occupation with effect from 1st January, 2010. The agreement lessened the burden of sponsorship of dependents on staff by increasing the study subvention when it clearly stated that study subsidy for accommodation/residence for the dependents of the employees schooling at the UFH increased from 75% to 85% covering the cost of residence accommodation alone. Finally, both parties reached an agreement on 6.5% wage raise for all workers that were above the 40th percentile for their designated grade level while it was agreed that workers below the 40th percentile would receive a wage increase of 8%.

Sequel to 2011 substantive agreement on salary increase, 2012 agreement further raised wages from 2011 agreed 6.5% for staff above 40th percentile and 8% for staff below 40th percentile. 2012 agreement stated that all present workers in the bargaining unit receiving below the 40th percentile will earn a 9% wage increase, while the employees receiving more than the 40th percentile will earn a 7% salary increase for the assigned grade levels (UFH & NEHAWU Substantive Agreement 2012). This shows an improvement in 2012 wage increase which was an evidence of good and effective bargaining. 2012 agreement further improved the study subsidy from 85% residence/accommodation alone in 2011 to 85% residence and 100% tuition at UFH while the same equal-average between East London and Alice will be used for subsidizing offspring studying outside UFH (within the shores of South Africa) for all courses not offered at UFH. The agreement further gave more details on study subsidy as follows:

Examinations officers will be fully sponsored for approved courses in other Higher Education institutions.

Spouse’s tuition rebate will be increased from 75% to 85%
If spouse is studying outside UFH, the subsidy will be the same as for the offspring studying outside UFH with effect from 2013.

2013 Substantive Agreement offered 7% salary increase as agreed by both parties for all current workers as at the time of the agreement. This is lesser compared to 9% and 7% salary increase of 2012 Substantive Agreement. It also offered salary scale increase in categories. Category 1 consists of all workers receiving below their maximum wages scale and will earn an extra 1.5% increase. Category 2 consists of all staff receiving on or over maximum of their salary scale and will earn a 0.5% yearly increase. This was not inclusive in 2012 agreement.

2013 agreement on dependent study subsidy was more elaborate compared to the previous years. It clearly spelled out the conditions of study subsidy as follows:

In line with the University study charges, UFH will offer a study funding for dependants studying courses not offered by the UFH according to present study subsidy for dependants studying at UFH. For instance, for a medical science degree not offered at UFH, rates similar to a closer degree such as BSc degree will apply.

Both parties agreed that dependants refer to UFH workers’ children both natural and legally adopted).

Parties agreed that the qualifying standard for the dependants’ study funding will be as follows:

Funding will be effected based on worker’s appointment at UFH.

Funding for degrees, diplomas, and certificates that are offered at UFH will be denied.

Admission preference will be given to staff dependants and spouses that meet up with the criteria.

Maximum duration of the study will be the same with the degree, diploma or certificate offered at UFH including residential charges.
The funding will be reversed on the occasion of dependant failure, while it will be reinstated once the dependant passes.

Postgraduate studies will be subsidized throughout the duration of the program in line with the institution that the dependant chooses to study in South Africa.

Staff of the examinations department at UFH will not be allowed to enroll at UHF but will be funded to study in another institution within South Africa.

The above 2013 detailed dependent study subsidy solved the problem of ambiguity while the detailed conditions become a model for subsequent years.

In line with 2013 agreement, the 2014 substantive agreement stated that all present workers in the bargaining unit will be offered a 7% salary increase with effect from January 2014. UFH Management and NEHAWU further agreed that the salary scale increase for 2013 substantive agreement will continue to hold. This made the status quo on salary increase and scale for 2013 substantive agreement to remain in 2014. There was a glaring improvement on housing allowance as UFH management and NEHAWU for the sake of fairness agreed that the University will offer a total amount of R1000.00 per month for each staff with effect from January 1st, 2015. This does not involve the exclusion list as clearly stated in clause 4 of this agreement. This R1000.00 according to the agreement will be offered as an additional income and will not be part of the yearly total cost of company for each staff. The agreement further stated that for those staff that have already earned the Housing Allowance/Subsidy before January 2015, the allowance will be deducted from their present total yearly cost to company and added back as an additional income so that it will not form part of their annual total cost to the company. The agreement took care of low pay at UFH by offering to increase the salary ranges from 2013 ranges by at least 5% in favor of support Staff and at least 6% in favor of Academic Staff. This was in a bid to adjust salary for both academic and non-academic
staff. This agreement began to solve the problem of staff retention at UFH as pay was becoming competitive and staff were now interested in retaining their job at UFH.

Substantive Agreement of 2015 continues to improve wages and conditions of service by agreeing that UFH would adopt the newly restated wages as a total package which includes general increase, medical aid subsidy and housing allowance with CPI increase for 2016 and 2017 in a bid to better the conditions of service and remuneration of Staff that this agreement covers. It also stated that all Staff will be offered 7% salary increase in 2015 and employees still below the minimum of their restated salary grades will be adjusted to the minimum of the grade. The agreement tried to find a lasting solution to the problem of low pay at UFH.

2016 Substantive Agreement maintains the salary modification and conditions of service when both parties agreed that all present permanent workers will be offered a salary increment of 7% per year and R1000.00 monthly Housing Allowance. Parties agreed further that 2016 substantive agreement will be carried out with effect from January 1, 2016, but administratively, both the 7% annual salary increase and monthly R1000.00 housing allowance will be implemented on April 1, 2016 and pay out on April 2016 pay day.

2017 settlement agreement did not allow the salary related protest by NEHAWU members of May 4, 2017 to escalate further at UFH. The protest which interrupted the robing of the University heads was surmounted through 2017 settlement agreement between UFH and NEHAWU. The agreement also improved on workers’ salary as both parties conceded that all existing worker’s salaries, already in the bargaining unit, be raised or adjusted by (a) Eight percent (8%) for Peromnes levels 5 to 8 workers and (b) Ten Percent (10%) for Peromnes levels 9 to 16 workers. The agreement mandated
the increase to be carried out on May 1, 2017 while it will be backdated with effect from January 1, 2017.

Furthermore, the procedure for reviewing the entire benefits offered by UFH for the totality of its employees was set in motion by the agreement.

5.15 CONCLUSION

The trend and implementation of bargaining agreement at UFH shows that the National Education, Health and Allied Workers’ Union NEHAWU and UFH management are committed to improving the wages and the conditions of employment of staff at the University. This is evident in the yearly substantive agreement between the parties over the period of years covered in this study. However, this effort remains a continuous one, until the University becomes one of the higher institutions with the best practice of collective bargaining in South Africa and the world at large. More collaborative efforts are therefore recommended between National Education, Health and Allied Workers’ Union and UFH management in order to attain this height.
CHAPTER SIX

RESEARCH METHODOLOGY AND DESIGN

INTRODUCTION

The preceding chapters concentrated on literature review with focus on the effects of collective bargaining on wages at UFH, collective bargaining and its operation in South African higher education institutions and the trend and implementation of bargaining agreement at UFH. The aim of this chapter is to outline the methodology and design of pragmatic research on the present state of collective bargaining at UFH. Questionnaires were administered to the staff at the University’s three campuses in Alice, Bhisho and East London. A total sample size of 307 respondents was surveyed. 175 respondents from Alice being the most populated campus, 112 respondents from East London campus and 20 respondents from Bhisho campus were randomly sampled. The questionnaire measured the effects of collective bargaining on wages at UFH.

This chapter, therefore, presents the research method, designs and the development of the research.

6.1 THE OBJECTIVE OF THE EMPIRICAL RESEARCH

The aim of empirical study is to gather information about the present state of collective bargaining at UFH. This information will assist in provision of policy recommendations for effective relationship between the National education, Health and Allied Workers’ Union and the University management that will enhance efficient bargaining among the parties which will in turn improve on staff wages and conditions of employment at the University.
6.2 RESEARCH INSTRUMENTS

For the sake of this study, questionnaire and interview were preferred as the research instruments. The justification for these instruments is discussed as follow:

6.2.1 The Questionnaire as a Research Instrument

A survey questionnaire is one of the instruments utilized in the gathering of research data and is eventually dependent on the rationale of the research (Tuckman 1994:216). Best and Kahn (1933:230), established that questionnaire is a self-reporting device utilized in collecting information about variables of interest to the researcher and consists of a quantity of questions expected to be read and answered by the respondent. For many years, participants in a research usually possess data that may be useful to the research and can be collected by administering questionnaires to the participants (Osiki 2006:133).

Questionnaires were regarded as being economical in research (Fraenkel & Wallen, 1990:336). This is as a result of its easy administration, as the contact persons will be used to hand out and gather the questionnaires.

The administration of questionnaires in this study is based on the following hypothesis (Wolf 1997:422):

1) Respondents have the ability to read and understand the questions.

2) Respondents are seemingly interested in answering the questions.

3) Respondents are in good stand to offer the information that will answer the questions, and importantly in expectation of their interest to offer good policy recommendations for collective bargaining towards effective pay and conditions of service at UFH.
The beauty of questionnaires is based on the fact that the respondents are Staff (both academic and non academic), Union members and leaders, human resources personnel and the management of the UFH. This set of people will be interested in the final result of this study and its effects for the improvement of collective bargaining which in turn will better wages and other conditions of service at UFH.

6.2.1.2 Advantages of Questionnaires

The following are identified as the advantages of questionnaires as administered in this research (Fraenkel & Wallen, 1990:336).

1) It was administered to respondents with little finance and time cost. It saves time and energy as it was administered to several respondents at the same time. The researcher made use of online questionnaire which UFH ICT officials upload on the University webmail to the targeted population from time to time until the required sample was generated.

2) It extends to respondents who would have been difficult to reach, thereby receiving a wider view. The online questionnaire extended the reach of the questionnaire to all the staff at UFH.

3) Anonymity of respondents is certain; so far the respondents are not obligatory to revealing their identities. The researcher did not have any reason to meet any respondent face to face because the questionnaire was attended to online and it is self-explanatory.

4) It can be administered by anyone in the interest of the researcher. The concerned UFH ICT official administered the questionnaire several times on the University Webmail on behalf of the researcher.
5) Respondents attended to the questionnaire at free time without any demands for an urgent answer.

6) It was easily processed. Questionnaires were generated in spreadsheet which made it easy for the analysis.

7) It allows higher consistency in measurement.

8) It receives a very high response because of its convenience. The researcher was able to achieve the required number of response from staff at UFH.

6.2.1.3 Disadvantages of Questionnaires

Irrespective of its importance, the following challenges were encountered during the course of administering questionnaires for this study (Isaac: 154)

1) Questionnaire does not apply to illiterate as a result of its written and standardized format. However, this is not applicable to this research because the respondents are staff of UFH and they are learned. The limitation here is that not all the members of staff at the University are members of NEHAWU, the labour union at the University and that reduced the interest in members of staff that were willing to fill the questionnaire. The little or no understanding of collective bargaining which is the major thrust of the questionnaire by some UFH staff posed a challenge as well.

2) Open-ended aspect of the questionnaires was difficult to code and analyze.

3) Some responses were shallow as a result of inability to further query beyond the responses given.

4) Little could be done to correct a misinterpreted question because the researcher was not there when the response was being given to the questionnaire due to its online nature.
Despite these disadvantages, the questionnaire remains a suitable tool for data collection and is still usually and widely used. Wolf (1997: 422) argues that careful and insightful developmental work will assist to recognize and make complete provision for these disadvantages. The researcher while using the questionnaire must be pleased that the questions are stated with adequate clarity in order to function in the impersonal dealings and he or she must try to make the best use of the possibility that a respondent will answer the questions and return the questionnaire (Ary et al., 1990: 422).

6.3 THE DESIGN OF QUESTIONNAIRE

6.3.1 Guidelines for Preparing the Questionnaire

The drawing of a questionnaire must be well structured via a careful process. Mokolo (1996:90) cites Sidhu’s explanation that a well-structured and administered questionnaire can serve as a suitable and helpful data gathering tool and can enhance the dependability and validity of data. A questionnaire comprises three main and wide sections. The first part takes care of introductory issues, while part two consists of social-demographic or background issues and the third part deals with fundamental issues in the study.

The introductory aspect of the questionnaire includes the personality of the researcher, research topic and the main goal of the study. The anonymity and protection of respondents is guaranteed in this section.

The socio-demographic or background information part of the questionnaire for this study comprises questions relating to the background information of the respondents. The following are the socio-demographic or background information contained in the questionnaire for this study: Sex (Male or Female), Age which was designed in group i.e 21-30, Campus, Employment categories i.e academic and non-academic staff, Highest qualification and years of working at UFH.
As affirmed by Ary et al, (1990:422) and Gall et al., (1996:294), the under listed factors were put into consideration while preparing questionnaires for this study.

1) The questionnaire was as brief as possible so that it will not require much time for the respondents to complete. For the sake of this study, 41 simple questions that can be answered in ten minutes were asked.

2) The questionnaire mirrored scholarship and encouraged high returns.

3) The questionnaire was structured in a way that was understandable to all respondents. It was designed in a short and unambiguous sentence.

4) Questionnaire items were phrased in such a way that draws out clear responses.

5) All options to items were provided in the question in order to prevent the respondents from being confused.

6) Questions were asked in ascending order. General questions come before specific ones.

6.3.2 Construction of the Questionnaire Items

Questionnaire items were developed cautiously in a way that appraises a particular portion of the research objectives or hypotheses as advised by Tuckman (1994:225).

The items of the questionnaire for this specific research were thoroughly designed. The aim of the empirical study was taken into cognizance throughout. Part B of the questionnaire was designed in such a way to draw responses that give an indication of Staff knowledge of collective bargaining, advantages of Staff membership of union, labour union protests and strikes, Union recognition and substantive agreements with UFH management, roles of NEHAWU on wage increase, conditions of service and conflict resolution, NEHAWU’s deficiency and the need for more labour unions, Staff participation in decision making and the role that collective bargaining plays in improving on wages.
and conditions of service at UFH. It also elicits responses on how collaborative effort between the University’s labour union, National Education, Health and Allied Workers’ Union NEHAWU and Management can advance collective bargaining at UFH. A total of 41 questions were used in the questionnaire.

According to the suggestions of Ary et al, (1990:423), the items of the questionnaire were arranged in a coherent sequence. It is simple, appealing and interesting. More difficult and crucial items came after neutral and simple questions.

6.3.3 The Questionnaire Format

Ary et al (1990:429) proposed that the questionnaire and the covering letter are the major sources of information that the respondent will decide to whether or not to attend to the questionnaire. The following regulations are therefore considered in designing questionnaire for this study.

1) The questionnaire was designed to be appealing to the respondents.

2) It was arranged in such a way that was simple to complete by the respondents.

3) All the items and pages of the questionnaire were numbered.

4) It includes a short, clear and boldly typed instruction.

5) A short introductory appealing and non-intimidating item was incorporated.

6) The questionnaire was short, with adequate information that is appealing to respondents.

6.3.4 Form of Constructing Questionnaire

There are two major types of questionnaires; they are structured and unstructured. Structured questionnaire offers possible answers which are already predetermined by the researchers for the respondents to make choice from. A structured questionnaire is appropriate for providing responses
which can simply be coded, weighted and evaluated statistically. Structured questionnaire is difficult to design, but it is easy to evaluate and amenable to statistical analysis. It however has its disadvantages and one of these disadvantages is that it forces opinion on respondents due to programmed answer by the researcher.

Another form of questionnaire is unstructured. In this type of questionnaire, responses are not predetermined by the researcher because the respondents are allowed to use their discretion to answer the questions any way they like. In unstructured questionnaire, responses cannot be the same. Answer is offered according to desires, priorities and knowledge of the respondents. An unstructured questionnaire is mostly appropriate when a researcher is concerned with having deeper knowledge over an issue. Unstructured questionnaire is helpful when a researcher is fascinated in producing answers from the respondents usually because the researcher did not have adequate knowledge of the likely response. Moreover, unstructured questionnaire is easy to design. Despite the advantages of unstructured questionnaire, it produces answers that are hard to code and analyze statistically.

Both structured and unstructured questionnaires were administered in this research for collection of easily coded responses, simplicity in analyzing, gathering of deeper insights over an issue and generation of answers that cannot be easily accessed by the researcher but from the respondents.

6.4 THE INTERVIEW INSTRUMENT

Like the questionnaire, interview is another survey tool that entails one-on-one discussion between the interviewer and the interviewee. Interview is an information collection tool which allows the researcher to access a deeper understanding of an issue of concern via one-on-one communication which may be through telephone conversation sometimes with the interviewee. The researcher adopted structured telephone interview due to the challenge of distance during the time the interview
was conducted. Appointments were booked with the interviewees for telephone interview and it was granted in line with the appointed time and date, except for few interviewees that could not meet up with the appointment due to their several engagements.

6.4.1 Guidelines for Interview Schedules

The following guidelines were taken into consideration while drawing the schedule for interview.

1) The researcher did not make it compulsory for the respondents to divulge their personal data. This is due to the fact that choice of interviewees is through purposive sampling based on the researcher’s information about the interviewees. The interviewees as mentioned above are the management staff and Union leaders at UFH. They are known to the researcher.

2) The researcher limits the issues to be discussed in order to allow for maximization of deeper issues rather its surface. This is because the deeper information collected during the interview remains one of the advantages of interview over the questionnaire.

3) The interview questions were arranged rationally in such a way that it covers the major objectives of the study. This rational arrangement minimized the challenge faced in analyzing the generated data from the interview.

4) Professionalism was displayed in the use of interviewing gadgets such as tape recorder, phone with recording facility and other devices that aided the audio recording.

5) A very good public relations skill was used in order to convince the interviewees to grant the interview.
6.4.2 Advantages of Interview

The following are the advantages the researcher obtained from interview over questionnaire.

1) Interview exposed deeper information on the research than questionnaire.
2) It allowed for more flexibility to obtain unanticipated condition during the session of interview.
3) Interview granted the researcher the privilege of discovering the emotional disposition of the interviewee during the interview.

6.4.3 Disadvantages of Interview

As much as interview has strength over questionnaire, it also possesses some weaknesses. The following therefore are the disadvantages of interview as a tool of gathering information for research.

1) It is much more expensive than questionnaire due to its face to face nature.
2) It takes more time and consumes more energy than questionnaire.
3) It requires higher skills and professionalism to execute.
4) It may be difficult to secure interested interviewees because of its lack of anonymity.

Both questionnaire and interview were adopted and utilized for this research in order to access depth and breadth information for the study. Three hundred and seven (307) questionnaires were administered to the randomly sampled population among the staff of UFH at Alice, East London and Bhisho campus. Interview was also purposively conducted with Prof Vuyom Tom, the former Vice-Chancellor whose administration covers the period of the study, Mr. Mzi Lingela, the Assistant Secretary to NEHAWU, Mr Vuyani Boi, the Union president and the director of human resources.
6.5 **POPULATION.**

A population, according to Flick (2009), consists of the explanation of the study cluster that will be utilized for inquiry and these descriptions explain the characteristics that fit the intended group and the ones that will be excluded. In line with this, the study investigates the effects of collective bargaining on wages. Consequently, this research makes use of the population of all staff of the UFH that is estimated to be 1,510 among which the sample size of 307 is drawn through simple random sampling method and Raosoft calculator.

6.6 **STUDY SITE**

This research is carried out in the three campuses of the UFH namely, Alice, East London and Bhisho campus.

6.7 **SAMPLING SIZE AND PROCEDURE**

Cohen, Manion & Morrison (2007) argued that as a result of barrier of expenses and limited period, it is impossible to collect data from the whole population and to this extent a sample has to be selected. A sample, according to Churchill and Brown (2007), is a subgroup of fundamentals out of the population. The major reason for sampling is that by choosing some fundamentals of a population the investigator can present conclusions about the whole and definite group of elements which is the target population (Wellington, 2008). This study establishes a symbolic sample of the focused population by means of probability sampling. Probability sampling grants all elements in the population the same possibility of being integrated in the study. A sampling framework which consists of all staff at the UFH, Eastern Cape, South Africa was acquired from the selected sample. Hence, simple random sampling was utilized to choose participants from the sampling frame. The sample size according to the Raosoft calculator is 307. This is arrived at by 5% margin of error, 95%
level of confidence, 1,510 population sizes and 50% distribution response. This sample size was asked questions on the effects of collective bargaining on wages at the University of Fort Hare.

6.8 DATA GATHERING INSTRUMENTS

Secondary Data: This was sourced through the use of journals, newspapers, university documents, mostly from the human resources department, document from NEHAWU, the recognized labour union at UFH and government reports that promote collective bargaining and wages in tertiary education sector and official documents.

Survey Questionnaire: A total sample size of 307 respondents was surveyed. 175 respondents from Alice being the most populated campus, 112 respondents from East London campus and 20 respondents from Bhisho campus were randomly sampled. The questionnaire measured the effects of collective bargaining on wages at UFH.

In-depth Interviews were carried out among the staff of UFH. It involved the University management, labour union representatives, both past and present, and director of human resource. The immediate past Vice-Chancellor, Professor Mvuyo Tom, the current President of NEHAWU Mr. Vuyani Booi, a Director in the Department of Human Resources, Mr. Mdekazi Zolile, and the current Assistant Secretary to NEHAWU, Mr. Lingela Mzi were all interviewed through telephone. The telephone interview was quite challenging. The researcher faced the following problems during the telephone interview: Problem of network distortion which affected the clarity of the voice recording, challenge of getting the attention of the interviewees at the time appointed due to their busy schedule, inability to read the faces of the interviewees to interpret their gestures, and the cost of phone calls.
6.9 DATA ANALYSIS

Statistical Package for Social Science (SPSS) was utilized to code and analyze data collected. Descriptive and inferential statistics was used to interpret the data. Tables and graphs; confidence interval and p-value was utilized to demonstrate the characteristics of information collected from the participants. The research questions were tested by Pearson correlation and T. Test. The reliability of different instruments that were used in this study was tested by Cronbach alpha coefficients and also computed to determine the validity of Question.

The researcher also utilized themes to analyze collected qualitative data. Ezzy (2002) defined thematic analysis as the recognition of themes in the collected data. Thematic analysis emphasizes, pinpoints, examines and records precedents within data.
CHAPTER SEVEN

DATA ANALYSIS, PRESENTATION AND DISCUSSION

INTRODUCTION

The findings of this study are based on questionnaires and interviews conducted with UFH’s staff, immediate past Vice-Chancellor, management representatives and NEHAWU officials. Several statistical tools were utilized in analyzing, presenting and interpreting collected data. Descriptive and inferential statistics was used to interpret the data. Tables and graphs; means and standard deviation; confidence interval and p-value was utilized to demonstrate the characteristics of information collected from the participants. The research questions were tested by Pearson correlation. Others were tested by the generalized linear model in the proposed study. The reliability of different instruments that were used in this study was tested by Cronbach alpha coefficients and also computed to determine the validity of Question. The researcher also utilized themes to analyze collected qualitative data through interview.

7.1 THE RELIABILITY TEST

The Cronbach’s alpha coefficient for the items is 0.815, suggesting that the items have relatively high internal consistency in each of the items. Essentially, this means that respondents who tend to select high scores for one scale items also tend to select high scores for the other scale items; similarly, respondents who selected a low score for one item tend to select low scores for the other scale items. Thus, knowing the score for one scale item would enable one to predict with some accuracy the possible scores for the other two scale items. Had alpha been low, this ability to predict scores from one item would not be possible (Table 1).
Table 1: Reliability statistics for all items in the questionnaire

<table>
<thead>
<tr>
<th>Reliability Statistics</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cronbach's Alpha</td>
</tr>
<tr>
<td>0.815</td>
</tr>
</tbody>
</table>

7.2 THE DESCRIPTIVE STATISTICS FOR THE RESPONDENTS’ SOCIO-DEMOGRAPHY INFORMATION

The table below shows the distribution of respondents’ gender. It was found that 2.6% of the respondents preferred not to state their gender; 39.4% of them were female and more than half of the respondents were male (58.0%).

Table 2: Distribution of Respondents’ Gender

<table>
<thead>
<tr>
<th>Gender</th>
<th>Frequency</th>
<th>Percent</th>
<th>Valid Percent</th>
<th>Cumulative Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preferred not to say</td>
<td>8</td>
<td>2.6</td>
<td>2.6</td>
<td>2.6</td>
</tr>
<tr>
<td>Valid</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Female</td>
<td>121</td>
<td>39.4</td>
<td>39.4</td>
<td>42.0</td>
</tr>
<tr>
<td>Male</td>
<td>178</td>
<td>58.0</td>
<td>58.0</td>
<td>100.0</td>
</tr>
<tr>
<td>Total</td>
<td>307</td>
<td>100.0</td>
<td>100.0</td>
<td></td>
</tr>
</tbody>
</table>
Figure 1: Pie Chart for Gender Distribution

The table below shows the age distribution of respondents employed at UFH. It indicates that 8.1% of them are within the age of 20-30 years; 51.1% are within the age of 31-40 years; 30.9% of them are within the age of 41-50 years; 7.2% are within the age of 51-60 years and only 2.6% of them are above the age of 60 years. This indicates that many of these employees are still young and in their youthful age, which can be helpful to build a formidable workforce within the organization.

Table 3: Age Distribution of Respondents

<table>
<thead>
<tr>
<th>Age</th>
<th>Frequency</th>
<th>Percent</th>
<th>Valid Percent</th>
<th>Cumulative Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>20-30 years</td>
<td>25</td>
<td>8.1</td>
<td>8.1</td>
<td>8.1</td>
</tr>
<tr>
<td>31-40 years</td>
<td>157</td>
<td>51.1</td>
<td>51.1</td>
<td>59.3</td>
</tr>
<tr>
<td>41-50 years</td>
<td>95</td>
<td>30.9</td>
<td>30.9</td>
<td>90.2</td>
</tr>
<tr>
<td>51-60 years</td>
<td>22</td>
<td>7.2</td>
<td>7.2</td>
<td>97.4</td>
</tr>
<tr>
<td>60 years &amp; above</td>
<td>8</td>
<td>2.6</td>
<td>2.6</td>
<td>100.0</td>
</tr>
<tr>
<td>Total</td>
<td>307</td>
<td>100.0</td>
<td>100.0</td>
<td></td>
</tr>
</tbody>
</table>
The table below shows the area where the respondents work within the organization. It shows that 47.2% of them work in Alice campus; 47.6% of them are working in East London campus and only few of them are working in Bisho (5.2%). This indicates that despite Alice being the main campus, many employees still prefer to work in East London. This maybe due to the fact that East London is a developed and urban area.

**Table 4: Respondents’ Campus**

<table>
<thead>
<tr>
<th>Campus</th>
<th>Frequency</th>
<th>Percent</th>
<th>Valid Percent</th>
<th>Cumulative Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alice</td>
<td>145</td>
<td>47.2</td>
<td>47.2</td>
<td>47.2</td>
</tr>
<tr>
<td>Bisho</td>
<td>16</td>
<td>5.2</td>
<td>5.2</td>
<td>52.4</td>
</tr>
<tr>
<td>East London</td>
<td>146</td>
<td>47.6</td>
<td>47.6</td>
<td>100.0</td>
</tr>
<tr>
<td>Total</td>
<td>307</td>
<td>100.0</td>
<td>100.0</td>
<td></td>
</tr>
</tbody>
</table>
The table below shows the employment category for academic staff members. It indicates that 19.5% of them are lecturers; 18.2% of them are senior lecturers; 2.6% are associate professors and 8.1% are professors. There were 51.5% non-response rate but at least many of the academic staff are still under lecturer cadre.

Table 5: Employment Category for Academic

<table>
<thead>
<tr>
<th>Employment Category (Academic)</th>
<th>Frequency</th>
<th>Percent</th>
<th>Valid Percent</th>
<th>Cumulative Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lecturer</td>
<td>60</td>
<td>19.5</td>
<td>40.3</td>
<td>40.3</td>
</tr>
<tr>
<td>Senior Lecturer</td>
<td>56</td>
<td>18.2</td>
<td>37.6</td>
<td>77.9</td>
</tr>
<tr>
<td>Associate Professor</td>
<td>8</td>
<td>2.6</td>
<td>5.4</td>
<td>83.2</td>
</tr>
<tr>
<td>Professor</td>
<td>25</td>
<td>8.1</td>
<td>16.8</td>
<td>100.0</td>
</tr>
<tr>
<td>Total</td>
<td>149</td>
<td>48.5</td>
<td>100.0</td>
<td></td>
</tr>
<tr>
<td>Missing System</td>
<td>158</td>
<td>51.5</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>307</td>
<td>100.0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The table shows the employment category for non-academic staff. It indicates that students, tutors and receptionists, lab technicians and administrative staff are 1.6% respectively; office administrators, middle management staff, consultants, accommodation staff, and post-doctoral fellows are 1.3% rate respectively; 20.8% are junior management staff; 17.9% are senior management staff and 3.9% are support staff members.
Table 6: Employment Category for Non Academic (Staff)

<table>
<thead>
<tr>
<th>Employment category for Non Academic</th>
<th>Frequency</th>
<th>Percent</th>
<th>Valid Percent</th>
<th>Cumulative Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Student</td>
<td>5</td>
<td>1.6</td>
<td>2.8</td>
<td>2.8</td>
</tr>
<tr>
<td>Tutor</td>
<td>5</td>
<td>1.6</td>
<td>2.8</td>
<td>5.7</td>
</tr>
<tr>
<td>Receptionist</td>
<td>5</td>
<td>1.6</td>
<td>2.8</td>
<td>8.5</td>
</tr>
<tr>
<td>Office administrator</td>
<td>4</td>
<td>1.3</td>
<td>2.3</td>
<td>10.8</td>
</tr>
<tr>
<td>Lab technician</td>
<td>5</td>
<td>1.6</td>
<td>2.8</td>
<td>13.6</td>
</tr>
<tr>
<td>Junior management staff</td>
<td>64</td>
<td>20.8</td>
<td>36.4</td>
<td>50.0</td>
</tr>
<tr>
<td>Middle management staff</td>
<td>4</td>
<td>1.3</td>
<td>2.3</td>
<td>52.3</td>
</tr>
<tr>
<td>Senior management staff</td>
<td>55</td>
<td>17.9</td>
<td>31.3</td>
<td>83.5</td>
</tr>
<tr>
<td>Administrative staff</td>
<td>5</td>
<td>1.6</td>
<td>2.8</td>
<td>86.4</td>
</tr>
<tr>
<td>Consultant</td>
<td>4</td>
<td>1.3</td>
<td>2.3</td>
<td>88.6</td>
</tr>
<tr>
<td>Support staff</td>
<td>12</td>
<td>3.9</td>
<td>6.8</td>
<td>95.5</td>
</tr>
<tr>
<td>Accommodation officer</td>
<td>4</td>
<td>1.3</td>
<td>2.3</td>
<td>97.7</td>
</tr>
<tr>
<td>Postdoc research fellow</td>
<td>4</td>
<td>1.3</td>
<td>2.3</td>
<td>100.0</td>
</tr>
<tr>
<td>Total</td>
<td>176</td>
<td>57.3</td>
<td>100.0</td>
<td></td>
</tr>
<tr>
<td>Missing System</td>
<td>131</td>
<td>42.7</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>307</td>
<td>100.0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The table below shows the distribution of respondents’ qualifications. It indicates that 2.9% of them are having matric as their highest qualification; 8.5% are having first degree as the highest qualifications; 12.7% of them are having Honours degree; 34.9% are having Master’s degree; 35.8% are having PhD degrees and 5.2% of them are having diplomas/certificates. This shows that most of UFH employees are PhD holders.
Table 7: Distribution of Respondents’ Qualifications

<table>
<thead>
<tr>
<th>Highest qualification</th>
<th>Frequency</th>
<th>Percent</th>
<th>Valid Percent</th>
<th>Cumulative Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matric</td>
<td>9</td>
<td>2.9</td>
<td>2.9</td>
<td>2.9</td>
</tr>
<tr>
<td>First degree</td>
<td>26</td>
<td>8.5</td>
<td>8.5</td>
<td>11.4</td>
</tr>
<tr>
<td>Honours</td>
<td>39</td>
<td>12.7</td>
<td>12.7</td>
<td>24.1</td>
</tr>
<tr>
<td>Masters</td>
<td>107</td>
<td>34.9</td>
<td>34.9</td>
<td>59.0</td>
</tr>
<tr>
<td>PhD</td>
<td>110</td>
<td>35.8</td>
<td>35.8</td>
<td>94.8</td>
</tr>
<tr>
<td>Diploma/Certificate</td>
<td>16</td>
<td>5.2</td>
<td>5.2</td>
<td>100.0</td>
</tr>
<tr>
<td>Total</td>
<td>307</td>
<td>100.0</td>
<td>100.0</td>
<td></td>
</tr>
</tbody>
</table>

The table below shows the distribution of respondents’ years of working experience at UFH. It indicates that 48.5% of them are having 5 years and less working experience; 34.5% of them are having 6-10 years working experience; 11.4% of them are having 11-15 years of working experience.
experience; 2.6% are having 16-20 years working experience; and 2.9% of them are having 21 years and above working experiences.

### Table 8: Distribution of Respondents’ Years of Working Experience at UFH

<table>
<thead>
<tr>
<th>Years of working at UFH</th>
<th>Frequency</th>
<th>Percent</th>
<th>Valid Percent</th>
<th>Cumulative Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 years or less</td>
<td>149</td>
<td>48.5</td>
<td>48.5</td>
<td>48.5</td>
</tr>
<tr>
<td>6-10 years</td>
<td>106</td>
<td>34.5</td>
<td>34.5</td>
<td>83.1</td>
</tr>
<tr>
<td>11-15 years</td>
<td>35</td>
<td>11.4</td>
<td>11.4</td>
<td>94.5</td>
</tr>
<tr>
<td>16-20 years</td>
<td>8</td>
<td>2.6</td>
<td>2.6</td>
<td>97.1</td>
</tr>
<tr>
<td>21 years or more</td>
<td>9</td>
<td>2.9</td>
<td>2.9</td>
<td>100.0</td>
</tr>
<tr>
<td>Total</td>
<td>307</td>
<td>100.0</td>
<td>100.0</td>
<td></td>
</tr>
</tbody>
</table>

### Figure 7: Bar Chart for Respondents’ Years of Working Experience at UFH
### 7.3 DATA PRESENTATION

Table 9: Respondents’ Knowledge of Collective Bargaining at UFH

<table>
<thead>
<tr>
<th>Section B</th>
<th>Strongly agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N</td>
<td>%</td>
<td>N</td>
<td>%</td>
<td>N</td>
</tr>
<tr>
<td>I have a good knowledge of collective bargaining</td>
<td>39</td>
<td>12.7</td>
<td>175</td>
<td>57.0</td>
<td>49</td>
</tr>
<tr>
<td>Collective bargaining is a mechanism for good wages</td>
<td>39</td>
<td>12.7</td>
<td>213</td>
<td>69.4</td>
<td>29</td>
</tr>
<tr>
<td>There is problem with collective bargaining at UFH</td>
<td>74</td>
<td>24.1</td>
<td>150</td>
<td>48.9</td>
<td>65</td>
</tr>
<tr>
<td>One of the major problems with collective bargaining at UFH is low wages</td>
<td>86</td>
<td>28.0</td>
<td>152</td>
<td>49.5</td>
<td>38</td>
</tr>
<tr>
<td>Union membership is important for me to stand a better chance of good wages</td>
<td>43</td>
<td>14.0</td>
<td>169</td>
<td>55.0</td>
<td>33</td>
</tr>
<tr>
<td>I am a member of NEHAWU</td>
<td>29</td>
<td>9.4</td>
<td>150</td>
<td>48.9</td>
<td>50</td>
</tr>
<tr>
<td>Union membership allows me to relate effectively with the University Management</td>
<td>8</td>
<td>2.6</td>
<td>148</td>
<td>48.2</td>
<td>44</td>
</tr>
<tr>
<td>I do not miss union meeting</td>
<td>8</td>
<td>2.6</td>
<td>34</td>
<td>11.1</td>
<td>53</td>
</tr>
<tr>
<td>The most important interest of staff in collective bargaining is wages</td>
<td>109</td>
<td>35.5</td>
<td>138</td>
<td>45.0</td>
<td>22</td>
</tr>
</tbody>
</table>
Table 10: Respondents’ Response to Strike

<table>
<thead>
<tr>
<th>Section C</th>
<th>Strongly agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N</td>
<td>%</td>
<td>N</td>
<td>%</td>
<td>N</td>
</tr>
<tr>
<td>Low wages can lead to strike</td>
<td>125</td>
<td>40.7</td>
<td>147</td>
<td>47.9</td>
<td>14</td>
</tr>
<tr>
<td>I have taken part in union’s protest or strike in the past at UFH</td>
<td>18</td>
<td>5.9</td>
<td>88</td>
<td>28.7</td>
<td>48</td>
</tr>
<tr>
<td>Workers can get what they want without protest or strike</td>
<td>65</td>
<td>21.2</td>
<td>159</td>
<td>51.8</td>
<td>31</td>
</tr>
<tr>
<td>I prefer bargaining to protest or strike</td>
<td>99</td>
<td>32.2</td>
<td>167</td>
<td>54.4</td>
<td>18</td>
</tr>
</tbody>
</table>

Table 11: Respondents’ Response to Staff Retention at UFH

<table>
<thead>
<tr>
<th>Section D</th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N</td>
<td>%</td>
<td>N</td>
<td>%</td>
<td>N</td>
</tr>
<tr>
<td>I will resign from UFH if I get a better paid job elsewhere</td>
<td>179</td>
<td>58.3</td>
<td>111</td>
<td>36.2</td>
<td>12</td>
</tr>
<tr>
<td>I will remain in the service of UFH until retirement if the wages and staff welfare is competitive</td>
<td>128</td>
<td>41.7</td>
<td>119</td>
<td>38.8</td>
<td>27</td>
</tr>
<tr>
<td>Low wages affects staff retention at UFH</td>
<td>168</td>
<td>54.7</td>
<td>127</td>
<td>41.4</td>
<td>4</td>
</tr>
</tbody>
</table>
Table 12: Response to Recognition and Substantive Agreement at UFH

<table>
<thead>
<tr>
<th>Section E</th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N</td>
<td>%</td>
<td>N</td>
<td>%</td>
<td>N</td>
</tr>
<tr>
<td>UFH management recognizes NEHAWU as a registered union representing staff’s interests</td>
<td>50</td>
<td>16.3</td>
<td>197</td>
<td>64.2</td>
<td>43</td>
</tr>
<tr>
<td>UFH management signs a yearly substantive agreement with NEHAWU and is always committed to implementing it</td>
<td>17</td>
<td>5.5</td>
<td>62</td>
<td>20.2</td>
<td>133</td>
</tr>
<tr>
<td>UFH management is not committed to implementing substantive agreement</td>
<td>41</td>
<td>13.4</td>
<td>71</td>
<td>23.1</td>
<td>137</td>
</tr>
</tbody>
</table>

Table 13: Response to NEHAWU Achievements on Wages and Condition of Service at UFH

<table>
<thead>
<tr>
<th>Section F</th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N</td>
<td>%</td>
<td>N</td>
<td>%</td>
<td>N</td>
</tr>
<tr>
<td>NEHAWU has helped in improving staff wages and welfare at UFH over the years through collective bargaining</td>
<td>24</td>
<td>7.8</td>
<td>201</td>
<td>65.5</td>
<td>57</td>
</tr>
<tr>
<td>NEHAWU has a good working relationship with staff</td>
<td>16</td>
<td>5.2</td>
<td>179</td>
<td>58.3</td>
<td>87</td>
</tr>
<tr>
<td>NEHAWU has been able to resolve many conflicts at UFH through collective bargaining</td>
<td>16</td>
<td>5.2</td>
<td>196</td>
<td>63.8</td>
<td>60</td>
</tr>
</tbody>
</table>
### Table 14: Response to NEHAWU’s Gap and Need for More Labour Union at UFH

<table>
<thead>
<tr>
<th>Section G</th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>N</strong></td>
<td><strong>%</strong></td>
<td><strong>N</strong></td>
<td><strong>%</strong></td>
<td><strong>N</strong></td>
<td><strong>%</strong></td>
</tr>
<tr>
<td>I don’t believe in NEHAWU is representing my interest</td>
<td>21</td>
<td>6.8</td>
<td>27</td>
<td>8.8</td>
<td>107</td>
</tr>
<tr>
<td>NEHAWU is not representing the interest of the entire staff at UFH</td>
<td>42</td>
<td>13.7</td>
<td>106</td>
<td>34.5</td>
<td>109</td>
</tr>
<tr>
<td>There is need for more labour unions at UFH for effective collective bargaining</td>
<td>96</td>
<td>31.3</td>
<td>135</td>
<td>44.0</td>
<td>72</td>
</tr>
<tr>
<td>UFH needs a separate union for academic staff</td>
<td>63</td>
<td>20.5</td>
<td>106</td>
<td>34.5</td>
<td>98</td>
</tr>
</tbody>
</table>

### Table 15: Response to Communication and Collective Bargaining at UFH

<table>
<thead>
<tr>
<th>Section H</th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>N</strong></td>
<td><strong>%</strong></td>
<td><strong>N</strong></td>
<td><strong>%</strong></td>
<td><strong>N</strong></td>
<td><strong>%</strong></td>
</tr>
<tr>
<td>UFH management creates means to hear workers out on challenges they are facing</td>
<td>0</td>
<td>0</td>
<td>135</td>
<td>44.0</td>
<td>73</td>
</tr>
<tr>
<td>Staff members are part of decision making at UFH</td>
<td>0</td>
<td>0</td>
<td>146</td>
<td>47.6</td>
<td>63</td>
</tr>
<tr>
<td>Partaking in decision making gives me a sense of belonging as a staff at UFH</td>
<td>47</td>
<td>15.3</td>
<td>176</td>
<td>57.3</td>
<td>51</td>
</tr>
</tbody>
</table>
### Table 16: Response to Effects of Collective Bargaining on Wages at UFH

<table>
<thead>
<tr>
<th>Section 1</th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N</td>
<td>%</td>
<td>N</td>
<td>%</td>
<td>N</td>
</tr>
<tr>
<td>Collective Bargaining has improved staff pay over the years at UFH</td>
<td>21</td>
<td>6.8</td>
<td>183</td>
<td>59.6</td>
<td>55</td>
</tr>
<tr>
<td>Collective Bargaining has not improved staff pay over the years at UFH</td>
<td>21</td>
<td>6.8</td>
<td>36</td>
<td>11.7</td>
<td>51</td>
</tr>
<tr>
<td>Collective bargaining at UFH has encouraged an effective collaborative effort between the University management and NEHAWU</td>
<td>8</td>
<td>2.6</td>
<td>172</td>
<td>56.0</td>
<td>75</td>
</tr>
<tr>
<td>Collective Bargaining has transformed the condition of service at UFH</td>
<td>9</td>
<td>2.9</td>
<td>172</td>
<td>56.0</td>
<td>63</td>
</tr>
<tr>
<td>Collective Bargaining has eradicated a labour vice such as casualization of staff at UFH</td>
<td>18</td>
<td>5.9</td>
<td>133</td>
<td>43.3</td>
<td>67</td>
</tr>
<tr>
<td>Collective Bargaining encourages staff retention at UFH due to its improvement of staff salary and other conditions of service</td>
<td>20</td>
<td>6.5</td>
<td>160</td>
<td>52.1</td>
<td>69</td>
</tr>
<tr>
<td>Collective Bargaining plays a major role in the stability of the academic calendar at UFH</td>
<td>12</td>
<td>3.9</td>
<td>187</td>
<td>60.9</td>
<td>73</td>
</tr>
<tr>
<td>Breakdown in Bargaining Agreement usually leads to protest at UFH</td>
<td>48</td>
<td>15.6</td>
<td>180</td>
<td>58.6</td>
<td>42</td>
</tr>
<tr>
<td>Bargaining related protests often interrupt the academic activities/calendar at UFH</td>
<td>68</td>
<td>22.1</td>
<td>165</td>
<td>53.7</td>
<td>35</td>
</tr>
</tbody>
</table>
7.4 DATA ANALYSIS AND DISCUSSION

Table 17: Response to UFH Staff’s Knowledge of Collective Bargaining

<table>
<thead>
<tr>
<th></th>
<th>Strongly agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>I have a good knowledge of collective bargaining</td>
<td>39 12.7%</td>
<td>175 57.0%</td>
<td>49 16.0%</td>
<td>21 6.8%</td>
<td>23 7.5%</td>
</tr>
</tbody>
</table>

This question was raised in order to have knowledge of the level of awareness of members of staff at UFH about collective bargaining. From their responses, 214 staff which amounts to 69.7% respondents out of 307 have good knowledge of collective bargaining, 49 staff with 16.0% response are indifferent, while 44 members of staff with 21.1% response did not have knowledge of collective bargaining. From these responses, the knowledge of collective bargaining among the staff at UFH is high.

Table 18: Response to Collective Bargaining as a Mechanism for Good Wages at UFH

<table>
<thead>
<tr>
<th></th>
<th>Strongly agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>Collective bargaining is a mechanism for good wages</td>
<td>39 12.7%</td>
<td>213 69.4%</td>
<td>29 9.4%</td>
<td>12 3.9%</td>
<td>14 4.6%</td>
</tr>
</tbody>
</table>

Above table shows the responses in support of or against the research question that states that collective bargaining is a mechanism for good wages. In the response, 291 with 82.1% agree to the fact that collective bargaining is a mechanism for good wages, 29 respondents with 9.4% are
undecided while 26 respondents with 8.5% disagree to the hypothesis that collective bargaining is a mechanism for good wages. From all the responses, it is noticed that a larger percentage of staff at UFH agreed to the hypothesis that collective bargaining is a mechanism for good wages at the University.

Table 19: Response to the Question on Problems of Collective Bargaining at UFH

<table>
<thead>
<tr>
<th>Strongly agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>N</td>
<td>%</td>
<td>N</td>
<td>%</td>
<td>N</td>
</tr>
<tr>
<td>There is problem with collective bargaining at UFH</td>
<td>74</td>
<td>24.1</td>
<td>150</td>
<td>48.9</td>
</tr>
</tbody>
</table>

The aim of the question in the above table is to ascertain if there is problem with collective bargaining at UFH. From the above table, 224 staff with 73% response accepted the fact that there is problem with collective bargaining at UFH. 65 responses with 21.2% did not decide while 18 staff with 5.9% response disagreed. From the foregoing, the responses confirm that there is problem with collective bargaining at UFH.

Table 20: Response to the Question on Low Wages as the Major Problem of Collective Bargaining at UFH

<table>
<thead>
<tr>
<th>Strongly agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>N</td>
<td>%</td>
<td>N</td>
<td>%</td>
<td>N</td>
</tr>
<tr>
<td>One of the major problems with collective bargaining at UFH is low wages</td>
<td>86</td>
<td>28.0</td>
<td>152</td>
<td>49.5</td>
</tr>
</tbody>
</table>
The question above is aimed at finding out the major problem with collective bargaining at UFH. From the responses above, 238 staff with 77.5% agreed to the assumption that one of the major problems with collective bargaining at UFH is low wages, 38 members of staff with 12.4% response are undecided while 31 staff with 10.1% responses disagreed. It is therefore established from the responses that low wages is the major problem with collective bargaining at UFH.

Table 21: Response to the Question on the Importance of Union Members to Good Wages at UFH

<table>
<thead>
<tr>
<th></th>
<th>Strongly agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>Union membership is important for me to stand a better chance of good wages</td>
<td>43 14.0</td>
<td>169 55.0</td>
<td>33 10.7</td>
<td>36 11.7</td>
<td>26 8.5</td>
</tr>
</tbody>
</table>

The question raised in the above table is aimed at finding out the importance of union membership towards good wages. 212 members of staff with 69.0% response confirmed that union membership is important towards their chance of good wages, 33 staff with 10.7% respondents could not reach a decision, while 26 members of staff with 20.2% disagreed. The response from larger respondents in favour of the assumption above shows that union membership is important towards better pay at UFH.
Table 22: Response to the Question on NEHAWU Membership at UFH

<table>
<thead>
<tr>
<th>N</th>
<th>%</th>
<th>N</th>
<th>%</th>
<th>N</th>
<th>%</th>
<th>N</th>
<th>%</th>
<th>N</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>I am a member of NEHAWU</td>
<td>29</td>
<td>9.4</td>
<td>150</td>
<td>48.9</td>
<td>50</td>
<td>16.3</td>
<td>41</td>
<td>13.4</td>
<td>37</td>
</tr>
</tbody>
</table>

The table above shows the membership of National Education, Health and Allied Workers’ Union (NEHAWU) at UFH. Response reveals that 179 staff with 58.3% out of 307 respondents are members of NEHAWU, 50 staff with 16.3% are undecided while 78 staff with 25.5% does not belong to NEHAWU. The result shows that close to 60% of members of staff at UFH are members of NEHAWU which reveals that the union is popular.

Table 23: Response to Question on Members’ Attendance of Union Meeting at UFH

<table>
<thead>
<tr>
<th>N</th>
<th>%</th>
<th>N</th>
<th>%</th>
<th>N</th>
<th>%</th>
<th>N</th>
<th>%</th>
<th>N</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>I do not miss union meeting</td>
<td>8</td>
<td>2.6</td>
<td>34</td>
<td>11.1</td>
<td>53</td>
<td>17.3</td>
<td>159</td>
<td>51.8</td>
<td>53</td>
</tr>
</tbody>
</table>

The aim of the question in the table above is to find out the attitude of members of NEHAWU at UFH to the union’s meeting. 42 members with 13.7% response do not miss meeting, 53 members of staff with 17.3% response are undecided while 212 respondents with 69.1% confirmed that they do not attend union meetings. This shows apathy in the attitude of NEHAWU members to the union.
Table 24: Response to Question on Wages as the Most Important Interest of UFH’s Staff during Collective Bargaining

<table>
<thead>
<tr>
<th>The most important interest of staff in collective bargaining is wages</th>
<th>Strongly agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N</td>
<td>%</td>
<td>N</td>
<td>%</td>
<td>N</td>
</tr>
<tr>
<td>The most important interest of staff in collective bargaining is wages</td>
<td>109</td>
<td>35.5</td>
<td>138</td>
<td>45.0</td>
<td>22</td>
</tr>
</tbody>
</table>

The aim of the question above is to find out the deepest interest of members of NEHAWU in collective bargaining. 247 respondents with 80.5% reveal that the most important interest of staff in collective bargaining is wage increase, 22 respondents with 7.2% are indifferent and 38 respondents with 12.3% did not agree to the assumption. This shows how important wage increase is to members of NEHAWU at UFH.

Table 25: Response to Question on Whether Low Wage can lead to Strike at UFH

<table>
<thead>
<tr>
<th>Low wages can lead to strike</th>
<th>Strongly agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N</td>
<td>%</td>
<td>N</td>
<td>%</td>
<td>N</td>
</tr>
<tr>
<td>Low wages can lead to strike</td>
<td>125</td>
<td>40.7</td>
<td>147</td>
<td>47.9</td>
<td>14</td>
</tr>
</tbody>
</table>

The above table shows the assumption that low wages can lead to strike at UFH. 272 respondents with 88.6% agreed to the hypothesis that low wages can lead to union members strike at UFH, 14 respondents with 4.6% response are undecided while 21 respondents with 6.8% response do not agree that low wages can lead to strike. This reveals how important and urgent it is for low wages to be addressed at UFH in order to avoid union members’ strike.
Table 26: Response to Question on Whether Respondents have Taken Part in Union Protest or Strike in the Past at UFH

<table>
<thead>
<tr>
<th>I have taken part in union’s protest or strike in the past at UFH</th>
<th>Strongly agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>N</td>
<td>%</td>
<td>N</td>
<td>%</td>
<td>N</td>
<td>%</td>
</tr>
<tr>
<td>18</td>
<td>5.9</td>
<td>88</td>
<td>28.7</td>
<td>48</td>
<td>15.6</td>
</tr>
<tr>
<td>48</td>
<td>15.6</td>
<td>153</td>
<td>49.8</td>
<td>48</td>
<td>15.6</td>
</tr>
</tbody>
</table>

The response to the question above shows the attitude of union members to protest or strike over wages in the past. 106 respondents with 34.6% response have been involved in union protest or strike at UFH, 48 respondents with 15.6% response are undecided and 153 respondents with 49.8% response do not take part in protest or strike. The response to the question shows that union members at UFH are willing to embrace peace if collective bargaining is properly handled.

Table 27: Respondents Preference for either Bargaining or Protest/Strike at UFH

<table>
<thead>
<tr>
<th>I prefer bargaining to protest or strike</th>
<th>Strongly agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>N</td>
<td>%</td>
<td>N</td>
<td>%</td>
<td>N</td>
<td>%</td>
</tr>
<tr>
<td>99</td>
<td>32.2</td>
<td>167</td>
<td>54.4</td>
<td>18</td>
<td>5.9</td>
</tr>
<tr>
<td>10</td>
<td>3.3</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The table shows the response of staff to the question above. 266 respondents with 86.6% response prefer collective bargaining to protest or strike, 18 respondents with 5.9% response are unresolved while 23 respondents with 7.5% response did not prefer collective bargaining to protest or strike. The response reveals that a larger percentage of staff at UFH embrace collective bargaining.
Table 28: Response to the Question on either Respondents will resign from UFH if they get a Better Paid Job Elsewhere

<table>
<thead>
<tr>
<th></th>
<th>Strongly agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>I will resign from UFH if I get a better paid job elsewhere</td>
<td>179</td>
<td>58.3%</td>
<td>111</td>
<td>36.2%</td>
<td>12</td>
</tr>
</tbody>
</table>

This question is aimed at finding out the effects of low wages on staff retention at UFH. 290 respondents with 94.5 responses chose to resign from the service of UFH if they got a better paid job elsewhere, 12 respondents with 3.9% response are indifferent while only 5 respondents with 1.6% response disagreed to the assumption that they will resign from the service of UFH if they got another better paid job somewhere else. The response to this question shows the threat that low salary poses to the continuity of the University. It reveals the urgency of paying a more competitive salary that will encourage staff retention.

Table 29: Response to Question on UFH Management’s Recognition of NEHAWU

<table>
<thead>
<tr>
<th></th>
<th>Strongly agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>UFH management recognizes NEHAWU as a registered union representing staff's interests</td>
<td>50</td>
<td>16.3%</td>
<td>197</td>
<td>64.2%</td>
<td>43</td>
</tr>
</tbody>
</table>

The above question seeks to find out the recognition of National Education, Health and Allied Workers’ Union NEHAWU by UFH’s management. 247 respondents with 80.5% response concur
with the assumption that UFH management recognizes NEHAWU as a registered union representing the staff’s interests at the University, 43 respondents with 14.0% response could not take any decision on the assumption while 17 respondents with 5.5% response disagreed. From the above, there is a greater percentage of respondents that affirm that UFH recognizes NEHAWU as a registered union and that the University managers bargain with them.

**Table 30: Response to Annual Substantive Agreement between UFH’s Management, NEHAWU and its Implementation**

<table>
<thead>
<tr>
<th></th>
<th>Strongly agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>UFH management signs a yearly substantive</td>
<td>17</td>
<td>5.5</td>
<td>62</td>
<td>20.2</td>
<td>133</td>
</tr>
<tr>
<td>agreement with NEHAWU and is always</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>committed to implementing it</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>72</td>
<td>23.5</td>
<td>23</td>
<td>7.5</td>
<td></td>
</tr>
</tbody>
</table>

The question above is designed to confirm or deny the statement that UFH management signs a yearly substantive agreement with NEHAWU and is always committed to implementing it. 79 respondents with 25.7% response confirmed the statement, 133 respondents with 43.3% response are indifferent to the assumption while 95 respondents with 31% response disagreed with the assumption. The response to this question shows that the level of awareness of UFH’s staff to substantive agreement and its implementation is very low. Substantive agreement should be well communicated to the union members after it has been signed by NEHAWU representatives and the University management. The implementation of the agreement should also be made transparent.
Table 31: Response to the Question on NEHAWU’s Role on Improvement of Members’ Wages through Collective Bargaining at UFH

<table>
<thead>
<tr>
<th>NEHAWU has helped in improving staff wages and welfare at UFH over the years through collective bargaining</th>
<th>Strongly agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td>24</td>
<td>7.8</td>
<td>201</td>
<td>65.5</td>
<td>57</td>
<td>18.6</td>
</tr>
<tr>
<td>16</td>
<td>5.2</td>
<td>16</td>
<td>5.2</td>
<td>9</td>
<td>2.9</td>
</tr>
</tbody>
</table>

The question in the table above is designed to find out the effectiveness of NEHAWU on improved salary and staff welfare at UFH over the years via collective bargaining. 225 respondents with 73.3% response agreed to the assumption that NEHAWU has helped in improving staff wages and welfare at UFH over the years through collective bargaining, 57 respondents with 18.6% response could not decide while 25 respondents with 8.1% response did not agree with the hypothesis. From the foregoing, NEHAWU has played an important role in improving their members’ wages and other conditions of service at UFH over the years.

Table 32: Response to Question on NEHAWU’s Role in Resolving Salary Related and other Conflicts through Collective Bargaining at UFH

<table>
<thead>
<tr>
<th>NEHAWU has been able to resolve many conflicts at UFH through collective bargaining</th>
<th>Strongly agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
<td>N</td>
</tr>
<tr>
<td>16</td>
<td>5.2</td>
<td>196</td>
<td>63.8</td>
<td>60</td>
<td>19.5</td>
</tr>
<tr>
<td>22</td>
<td>7.2</td>
<td>13</td>
<td>4.2</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

128
Above question is aimed at confirming or denying the assumption that NEHAWU has been able to resolve several conflicts at UFH through collective bargaining. According to the table above, 212 respondents with 74.2% response agreed with the assumption, 60 respondents with 19.5% could not decide while 35 respondents with 11.4% disagreed with the assumption. The response in this table shows that NEHAWU has been able to resolve many conflicts at UFH through collective bargaining.

**Table 33: Response to Question on whether NEHAWU is protecting the Interest of the Entire Staff at UFH**

<table>
<thead>
<tr>
<th></th>
<th>Strongly agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NEHAWU is not representing the interest of the entire staff at UFH</strong></td>
<td>42 (13.7)</td>
<td>106 (34.5)</td>
<td>109 (35.5)</td>
<td>38 (12.4)</td>
<td>12 (3.9)</td>
</tr>
</tbody>
</table>

The above question is designed to find out if NEHAWU is representing the interest of the entire staff at UFH. 148 respondents with 48.2% response agreed to the assumption above. 109 respondents with 35.5% response are undecided while 50 respondents with 16.3% response did not agree to the assumption. The response above shows that NEHAWU is first committed to their registered members while non registered members may enjoy from any general policy arrived at by NEHAWU and management through collective bargaining.
Table 34: Response to the Question on the Need for More Labour Unions at UFH for Effective Bargaining

<table>
<thead>
<tr>
<th>There is need for more labour unions at UFH for effective collective bargaining</th>
<th>Strongly agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>N</td>
<td>%</td>
<td>N</td>
<td>%</td>
<td>N</td>
<td>%</td>
</tr>
<tr>
<td>96</td>
<td>31.3</td>
<td>135</td>
<td>44.0</td>
<td>72</td>
<td>23.5</td>
</tr>
</tbody>
</table>

This question above is aimed at finding out if there is need for more labour unions at UFH for effective collective bargaining. 231 respondents with 75.3% response agreed to the assumption, 72 respondents with 23.5% response are indifferent while only 4 respondents with 1.3% disagreed. From the above responses, there is need for more labour unions that can compete favourably with NEHAWU at UFH to accommodate the staff that does not believe in NEHAWU as representing them.

Table 35: Response to the Question on Need for a Separate Union for Academic Staff at UFH

<table>
<thead>
<tr>
<th>UFH needs a separate union for academic staff</th>
<th>Strongly agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>N</td>
<td>%</td>
<td>N</td>
<td>%</td>
<td>N</td>
<td>%</td>
</tr>
<tr>
<td>63</td>
<td>20.5</td>
<td>106</td>
<td>34.5</td>
<td>98</td>
<td>31.9</td>
</tr>
</tbody>
</table>

This question in the table above is aimed at finding out the need for a separate labour union for academic staff at UFH. 169 respondents with 55% response agree to the assumption that there is need for a separate union for academic staff at UFH, 98 respondents with 31.9% response are unable to decide about the assumption while 40 respondents with 13% response disagree with the
assumption. It is evident from the response above that there is need for a separate union for academic staff at UFH.

**Table 36: Response to the Question on Whether Collective Bargaining has improved on Staff Pay at UFH over the Years**

<table>
<thead>
<tr>
<th></th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>N</td>
<td>%</td>
<td>N</td>
<td>%</td>
<td>N</td>
<td>%</td>
</tr>
<tr>
<td>Collective Bargaining has improved on staff pay over the years at UFH</td>
<td>21 6.8</td>
<td>183 59.6</td>
<td>55 17.9</td>
<td>43 14.0</td>
<td>5 1.6</td>
</tr>
</tbody>
</table>

The question above is aimed at finding out the effects of collective bargaining on wages at UFH. 204 respondents with 66.4% response concur that collective bargaining has improved employees’ pay at UFH, 55 respondents with 17.9% response are undecided while 48 respondents with 15.6% response did not agree with the assumption. The response above therefore shows that collective bargaining has improved staff pay over the years at UFH.

**Table 37: Response to the Question that states that Collective Bargaining has not improved Staff Pay at UFH**

<table>
<thead>
<tr>
<th></th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>N</td>
<td>%</td>
<td>N</td>
<td>%</td>
<td>N</td>
<td>%</td>
</tr>
<tr>
<td>Collective Bargaining has not improved staff pay over the years at UFH</td>
<td>21 6.8</td>
<td>36 11.7</td>
<td>51 16.6</td>
<td>199 64.8</td>
<td>0 0</td>
</tr>
</tbody>
</table>
The response to this question will confirm or deny the assumption above which states that collective bargaining has not improved staff pay over the years at UFH. 57 respondents with 18.5% response agreed with the assumption, 51 respondents with 16.6% response could not decide while 199 respondents with 64.8% disagreed to the assumption that collective bargaining has not improved staff pay at UFH over the years.

Table 38: Response to the Question that states that Collective bargaining at UFH has encouraged effective collaboration between the University management and NEHAWU

<table>
<thead>
<tr>
<th></th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N</td>
<td>%</td>
<td>N</td>
<td>%</td>
<td>N</td>
</tr>
<tr>
<td>Collective bargaining at UFH has encouraged an effective collaborative effort between the University management and NEHAWU</td>
<td>8</td>
<td>2.6</td>
<td>172</td>
<td>56.0</td>
<td>75</td>
</tr>
</tbody>
</table>

The question on the above table is targeted towards finding out if collective bargaining at UFH has encouraged an effective collaboration between the University management and NEHAWU or not. From the response above, 180 respondents with 58.6% response concur with the assumption, 75 respondents with 24.4% response are undecided while 52 respondents with 16.9% response disagreed to the assumption. From the foregoing, the response to the assumption above confirms that collective bargaining at UFH has encouraged an effective collaboration between the University management and NEHAWU.
Table 39: Response to the Question which states that Collective Bargaining has transformed the condition of service at UFH

<table>
<thead>
<tr>
<th></th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N</td>
<td>%</td>
<td>N</td>
<td>%</td>
<td>N</td>
</tr>
<tr>
<td>Collective Bargaining has transformed the condition of service at UFH</td>
<td>9</td>
<td>2.9</td>
<td>172</td>
<td>56.0</td>
<td>63</td>
</tr>
</tbody>
</table>

The question in the table above is aimed at finding out if collective bargaining has transformed the condition of service at UFH. 181 respondents with 58.9% response agreed that collective bargaining has transformed the condition of service at UFH, 63 respondents with 20.5% response are undecided while 63 respondents with 20.5% response disagreed with the assumption. The majority response confirms the assumption that collective bargaining has transformed the condition of service at UFH.

Table 40: Response to the Question which states that Collective Bargaining encourages staff retention at UFH due to its improvement of staff salary

<table>
<thead>
<tr>
<th></th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N</td>
<td>%</td>
<td>N</td>
<td>%</td>
<td>N</td>
</tr>
<tr>
<td>Collective Bargaining encourages staff retention at UFH due to its improvement of staff salary and other conditions of service</td>
<td>20</td>
<td>6.5</td>
<td>160</td>
<td>52.1</td>
<td>69</td>
</tr>
</tbody>
</table>

The aim of the question in the table above is to find out how collective bargaining has impacted on staff retention at UFH due to its improvement on staff salary and condition of service. The response
above shows that 180 respondents with 58.6% response agreed with the assumption, 69 respondents with 22.5% response are undecided while 58 respondents with 18.9% response disagreed with the assumption. The majority response therefore agreed with the assumption that collective bargaining encourages staff retention at UFH due to its improvement of staff salary and other conditions of service.

Table 41: Response to the Question which states that Collective Bargaining plays a major role in the stability of the academic calendar at UFH

<table>
<thead>
<tr>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td>N</td>
<td>%</td>
<td>N</td>
<td>%</td>
<td>N</td>
</tr>
<tr>
<td>Collective Bargaining plays a major role in the stability of the academic calendar at UFH</td>
<td>12</td>
<td>3.9</td>
<td>187</td>
<td>60.9</td>
</tr>
</tbody>
</table>

The question above is aimed at finding out the role played by collective bargaining in the stability of academic calendar at UFH. 199 respondents with 64.8% response attest to the fact that collective bargaining is important towards the stability of academic calendar. 73 respondents with 23.8% response are undecided while 35 respondents with 11.4% response disagreed with the hypothesis. The result above shows that majority of response is in support of the assumption that collective bargaining plays a major role in the stability of academic calendar at UFH.
Table 42: Response to Research Question which states that Breakdown in Bargaining Agreement usually leads to protest at UFH

<table>
<thead>
<tr>
<th>Breakdown in Bargaining Agreement usually leads to protest at UFH</th>
<th>Strongly Agree</th>
<th>Agree</th>
<th>Undecided</th>
<th>Disagree</th>
<th>Strongly Disagree</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>N</td>
<td>%</td>
<td>N</td>
<td>%</td>
<td>N</td>
</tr>
<tr>
<td></td>
<td>48</td>
<td>15.6</td>
<td>180</td>
<td>58.6</td>
<td>42</td>
</tr>
</tbody>
</table>

The question above is to test the hypothesis which states that a breakdown in bargaining agreement usually leads to protest at UFH. 228 respondents with 74.2% response agreed with the assumption, 42 respondents with 13.7% response are undecided while 37 respondents with 12.1% response disagreed. From the foregoing, majority response is in support of the hypothesis that a breakdown in bargaining agreement usually leads to protest at UFH.

7.5 T.TEST OF THE EFFECTS OF COLLECTIVE BARGAINING ON WAGES AT UFH

The table below shows the significant effects of collective bargaining on the employees’ wages at UFH. The test is conducted using samples t-test to compare each of the variables pertaining to the effect of collective bargaining on the employees’ wages at the significant level of 0.05. It indicates that the $p$-value (0.000) < 0.05 for all the variables, which indicates that they all have significant effect on the wages.

The variables tested are coded as follows: QB1 (I have a good knowledge of collective bargaining), QB2 (Collective bargaining is a mechanism for good wages), QB3 (There is problem with collective bargaining at UFH), QB4 (One of the major problems with collective bargaining at UFH is low wages), QB5 (Union membership is important for me to stand a better chance, QB6 (I am a member
of NEHAWU), QB7 (Union membership allows me to relate effectively with the University Management), QB8 (I do not miss union meetings), QB9 (The most important interest of staff in collective bargaining is wages), QC10 (Low wages can lead to strike, QC11 (I have taken part in union’s protest or strike in the past at UFH), QC12 (Workers can get what they want without protest or strike), QC13 (I prefer bargaining to protest or strike), QD14 (I will resign from UFH if I get a better paid job elsewhere), QD15 (I will remain in the service of UFH until retirement if the wages and staff welfare is competitive), QD16(Low wages affects staff retention at UFH), QE17 (UFH management recognizes NEHAWU as a registered union representing staff’s interests), QE18 (UFH management signs a yearly substantive agreement with NEHAWU and is always committed to implementing it), QE19 (UFH management is not committed to implementing substantive agreement), QF20 (NEHAWU has helped in improving staff wages and welfare at UFH over the years through collective bargaining), QF21 (NEHAWU has a good working relationship with staff), QF22 (NEHAWU has been able to resolved many conflicts at UFH through collective bargaining), QG23 (I don’t believe in NEHAWU as representing my interest), QG24 (NEHAWU is not representing the interest of the entire staff at UFH), QG25 (There is need for more labour unions at UFH for effective collective bargaining), QG26 (UFH needs a separate union for academic staff), QH27 (UFH management creates a means to hear workers out on challenges they are facing), QH28 (Staff members are part of decision making at UFH), QH29 (Partaking in decision making gives me a sense of belonging as a staff at UFH), QI30 (Collective Bargaining has improved staff pay over the years at UFH), QI31 (Collective Bargaining has not improved staff pay over the years at UFH), QI32 (Collective bargaining at UFH has encouraged an effective collaborative effort between the University management and NEHAWU), QI33 (Collective Bargaining has transformed the condition of service at UFH), QI34 (Collective Bargaining has eradicated a labour vice such as casualization of
staff at UFH), QI35 (Collective Bargaining encourages staff retention at UFH due to its improvement of staff salary and other conditions of service), QI36 (Collective Bargaining plays a major role in the stability of the academic calendar at UFH), QI37 (Breakdown in Bargaining Agreement usually leads to protest at UFH), QI38 (Bargaining related protests often interrupt the academic activities/calendar at UFH).

Table 43: T. Test of all Variables of Collective Bargaining at UFH

<table>
<thead>
<tr>
<th></th>
<th>N</th>
<th>Mean</th>
<th>S D</th>
<th>S E (Mean)</th>
<th>T</th>
<th>Df</th>
<th>Sig. (2-tailed)</th>
<th>Mean Difference</th>
<th>95% C I Lower</th>
<th>95% C I Upper</th>
</tr>
</thead>
<tbody>
<tr>
<td>QB1</td>
<td>307</td>
<td>2.39</td>
<td>1.041</td>
<td>.059</td>
<td>40.315</td>
<td>306</td>
<td>.000</td>
<td>2.394</td>
<td>2.28</td>
<td>2.51</td>
</tr>
<tr>
<td>QB2</td>
<td>307</td>
<td>2.18</td>
<td>.870</td>
<td>.050</td>
<td>43.936</td>
<td>306</td>
<td>.000</td>
<td>2.182</td>
<td>2.08</td>
<td>2.28</td>
</tr>
<tr>
<td>QB3</td>
<td>307</td>
<td>2.12</td>
<td>.916</td>
<td>.052</td>
<td>40.578</td>
<td>306</td>
<td>.000</td>
<td>2.121</td>
<td>2.02</td>
<td>2.22</td>
</tr>
<tr>
<td>QB4</td>
<td>307</td>
<td>2.09</td>
<td>1.015</td>
<td>.058</td>
<td>36.088</td>
<td>306</td>
<td>.000</td>
<td>2.091</td>
<td>1.98</td>
<td>2.21</td>
</tr>
<tr>
<td>QB5</td>
<td>307</td>
<td>2.46</td>
<td>1.129</td>
<td>.064</td>
<td>38.110</td>
<td>306</td>
<td>.000</td>
<td>2.456</td>
<td>2.33</td>
<td>2.58</td>
</tr>
<tr>
<td>QB6</td>
<td>307</td>
<td>2.70</td>
<td>1.181</td>
<td>.067</td>
<td>40.013</td>
<td>306</td>
<td>.000</td>
<td>2.697</td>
<td>2.56</td>
<td>2.83</td>
</tr>
<tr>
<td>QB7</td>
<td>307</td>
<td>2.93</td>
<td>1.130</td>
<td>.064</td>
<td>45.424</td>
<td>306</td>
<td>.000</td>
<td>2.928</td>
<td>2.80</td>
<td>3.06</td>
</tr>
<tr>
<td>QB8</td>
<td>307</td>
<td>3.70</td>
<td>.967</td>
<td>.055</td>
<td>67.013</td>
<td>306</td>
<td>.000</td>
<td>3.700</td>
<td>3.59</td>
<td>3.81</td>
</tr>
<tr>
<td>QB9</td>
<td>307</td>
<td>2.01</td>
<td>1.066</td>
<td>.061</td>
<td>32.968</td>
<td>306</td>
<td>.000</td>
<td>2.007</td>
<td>1.89</td>
<td>2.13</td>
</tr>
<tr>
<td>QC10</td>
<td>307</td>
<td>1.80</td>
<td>.915</td>
<td>.052</td>
<td>34.550</td>
<td>306</td>
<td>.000</td>
<td>1.805</td>
<td>1.70</td>
<td>1.91</td>
</tr>
<tr>
<td>QC11</td>
<td>307</td>
<td>3.25</td>
<td>1.196</td>
<td>.068</td>
<td>47.626</td>
<td>306</td>
<td>.000</td>
<td>3.251</td>
<td>3.12</td>
<td>3.39</td>
</tr>
<tr>
<td>QC12</td>
<td>307</td>
<td>2.30</td>
<td>1.124</td>
<td>.064</td>
<td>35.856</td>
<td>306</td>
<td>.000</td>
<td>2.300</td>
<td>2.17</td>
<td>2.43</td>
</tr>
<tr>
<td>QC13</td>
<td>307</td>
<td>1.92</td>
<td>.916</td>
<td>.052</td>
<td>36.683</td>
<td>306</td>
<td>.000</td>
<td>1.919</td>
<td>1.82</td>
<td>2.02</td>
</tr>
<tr>
<td>QC14</td>
<td>307</td>
<td>1.50</td>
<td>.725</td>
<td>.041</td>
<td>36.380</td>
<td>306</td>
<td>.000</td>
<td>1.505</td>
<td>1.42</td>
<td>1.59</td>
</tr>
<tr>
<td>QC15</td>
<td>307</td>
<td>1.90</td>
<td>.997</td>
<td>.057</td>
<td>33.390</td>
<td>306</td>
<td>.000</td>
<td>1.899</td>
<td>1.79</td>
<td>2.01</td>
</tr>
<tr>
<td>QC16</td>
<td>307</td>
<td>1.52</td>
<td>.658</td>
<td>.038</td>
<td>40.394</td>
<td>306</td>
<td>.000</td>
<td>1.518</td>
<td>1.44</td>
<td>1.59</td>
</tr>
<tr>
<td>QE17</td>
<td>307</td>
<td>2.11</td>
<td>.802</td>
<td>.046</td>
<td>46.163</td>
<td>306</td>
<td>.000</td>
<td>2.114</td>
<td>2.02</td>
<td>2.20</td>
</tr>
<tr>
<td>QE18</td>
<td>307</td>
<td>3.07</td>
<td>.978</td>
<td>.056</td>
<td>55.055</td>
<td>306</td>
<td>.000</td>
<td>3.072</td>
<td>2.96</td>
<td>3.18</td>
</tr>
<tr>
<td>QE19</td>
<td>307</td>
<td>2.69</td>
<td>.928</td>
<td>.053</td>
<td>50.792</td>
<td>306</td>
<td>.000</td>
<td>2.691</td>
<td>2.59</td>
<td>2.79</td>
</tr>
<tr>
<td>QF20</td>
<td>307</td>
<td>2.30</td>
<td>.805</td>
<td>.046</td>
<td>50.037</td>
<td>306</td>
<td>.000</td>
<td>2.300</td>
<td>2.21</td>
<td>2.39</td>
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<td>QF21</td>
<td>307</td>
<td>2.45</td>
<td>.859</td>
<td>.049</td>
<td>49.944</td>
<td>306</td>
<td>.000</td>
<td>2.450</td>
<td>2.35</td>
<td>2.55</td>
</tr>
<tr>
<td>QF22</td>
<td>307</td>
<td>2.41</td>
<td>.864</td>
<td>.049</td>
<td>48.944</td>
<td>306</td>
<td>.000</td>
<td>2.414</td>
<td>2.32</td>
<td>2.51</td>
</tr>
<tr>
<td>QG24</td>
<td>307</td>
<td>2.58</td>
<td>1.001</td>
<td>.057</td>
<td>45.212</td>
<td>306</td>
<td>.000</td>
<td>2.583</td>
<td>2.47</td>
<td>2.70</td>
</tr>
<tr>
<td>QG25</td>
<td>307</td>
<td>1.95</td>
<td>.774</td>
<td>.044</td>
<td>44.113</td>
<td>306</td>
<td>.000</td>
<td>1.948</td>
<td>1.86</td>
<td>2.03</td>
</tr>
<tr>
<td>QG26</td>
<td>307</td>
<td>2.39</td>
<td>.982</td>
<td>.056</td>
<td>42.617</td>
<td>306</td>
<td>.000</td>
<td>2.388</td>
<td>2.28</td>
<td>2.50</td>
</tr>
<tr>
<td>------</td>
<td>-----</td>
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<td>------</td>
<td>------</td>
<td>--------</td>
<td>-----</td>
<td>------</td>
<td>-------</td>
<td>-----</td>
<td>-----</td>
</tr>
<tr>
<td>QH27</td>
<td>307</td>
<td>2.95</td>
<td>.984</td>
<td>.056</td>
<td>52.551</td>
<td>306</td>
<td>.000</td>
<td>2.951</td>
<td>2.84</td>
<td>3.06</td>
</tr>
<tr>
<td>QH28</td>
<td>307</td>
<td>2.97</td>
<td>1.081</td>
<td>.062</td>
<td>48.091</td>
<td>306</td>
<td>.000</td>
<td>2.967</td>
<td>2.85</td>
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7.6 RELATIONSHIP BETWEEN THE STAFF KNOWLEDGE OF COLLECTIVE BARGAINING AND STRIKE ON WAGES AT UFH

The table below shows the relationship between the staff knowledge of collective bargaining and strike on wages at UFH. The results of Pearson’s correlation shows that there is a significant relationship between research questions represented with QB1(I have a good knowledge of collective bargaining), QB2(Collective bargaining is a mechanism for good wages), QB9(The most important interest of staff in collective bargaining is wages), QC10(Low wages can lead to strike), QC13(I prefer bargaining to protest or strike) and QD16(Low wages affects staff retention at UFH) ($p$-value < 0.05).
Table 44: Pearson’s correlation of staff knowledge of collective bargaining and strike on wages at UFH

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**. Correlation is significant at the 0.01 level (2-tailed).

*. Correlation is significant at the 0.05 level (2-tailed).

7.7 RELATIONSHIP BETWEEN THE EFFECTS OF COLLECTIVE BARGAINING AND OTHER SERVICE CONDITIONS AT UFH ON WAGES

The table below shows the relationship between the effects of collective bargaining and other service conditions at UFH on wages. The results of Pearson’s correlation shows that there is a significant relationship between each of the following research questions QI30 (Collective Bargaining has
improved staff pay over the years at UFH), QI31(Collective Bargaining has not improved staff pay over the years at UFH), QI32(Collective bargaining at UFH has encouraged an effective collaborative effort between the University management and NEHAWU), QI33(Collective Bargaining has transformed the condition of service at UFH), QI34(Collective Bargaining has eradicated a labour vice such as casualization of staff at UFH), QI35(Collective Bargaining encourages staff retention at UFH due to its improvement of staff salary and other conditions of service) and QI36(Collective Bargaining a plays major role in the stability of the academic calendar at UFH) (*p-value < 0.05*) on wages.

**Table 45: Pearson’s Correlation of Relationship between the Effects of Collective Bargaining and other Service Conditions at UFH on Wages**

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**INTERVIEW ANALYSIS**

For interview, responses from interviewees were categorized into the following major themes: the formation, roles, goals and membership of NEHAWU at UFH, the relationship agreement between NEHAWU and UFH’s management, bargaining procedures at UFH, strategies and tactics used by NEHAWU to advance its members’ interest at UFH, especially on wage increase, NEHAWU’s experience with UFH’s management representatives during bargaining, UFH management’s experience with NEHAWU’s representatives during collective bargaining, the major agenda of bargaining between NEHAWU and UFH’s Management, the impact of NEHAWU’s activities on wages at UFH, the implementation of bargaining agreements by UFH’s management, dispute management and procedures between NEHAWU and UFH’s management, history of salary related strikes and protests at UFH, NEHAWU’s projection for improved wages at UFH, NEHAWU’s achievements so far on wage increase at UFH, challenges facing NEHAWU on collective bargaining especially on salary increase at UFH, political party’s interference in collective bargaining at University of Fort Hare and policy recommendations on how to overcome the challenges facing collective bargaining at UFH.

### 7.8.1 The Formation, Objectives and Membership of NEHAWU at University of Fort Hare

NEHAWU was established in 1987. Its headquarters is located in Johannesburg. It has spread all over the nine provinces of South Africa since its inception. The national executives consist of the
President, 1st Deputy President, 2nd Deputy President, National Treasurer, General Secretary and Deputy General Secretary. It also spreads all over South African Higher institutions including UFH. Relationship agreement between NEHAWU and UFH management was signed on August 31st, 2005. There are branch executives such as the President, Deputy President, Secretary, Assistant Secretary and Treasurer. The UFH branch Assistant Secretary of NEHAWU stated in an interview with him that:

“NEHAWU is a trade union that is protecting the interest of its members at UFH. I am not quite sure of the information about the establishment of the union at UFH due to my short period of service that is less than five years in the University”.

He further explained the objectives of NEHAWU at UFH to include the following:

- Establishment of a unifying body for employees through which their mandates are presented to the management.

- Seeking of job security for members of the union, advancement of individual staff employment prospects

- To build the spirit of solidarity in their members.

The incumbent president of NEHAWU at UFH also established the objectives of NEHAWU at UFH as follows:

- To make sure that workers are organized into a progressive union.

- To ensure that the rights of workers are protected under the umbrella of NEHAWU.
• To educate workers about their rights, obligations and the process of collective bargaining

• To ensure that the welfare of the staff is properly taken care of by the employer.

• To make sure that there is a reciprocal and mutual relationship between workers and employers at the University of Fort Hare and finally,

• To create a conducive working environment.

In his response to the membership of NEHAWU, the branch Chairman of the union Mr. Vuyani Booi stated as follows:

“the membership of the union is not automatic for all employees. The membership of NEHAWU is by choice. Any staff that is comfortable with the objectives, vision and ideology of NEHAWU can choose to join the union”.

According to him, NEHAWU is a majority union with more than 60% of the members of staff. The UFH branch Assistant Secretary of the union also confirmed that it is not all members of staff at UFH that are members of NEHAWU. He however supports the claim by the branch President that the members of NEHAWU are the majority and they constitute up to 60% of the total employees of the university. He said that their desire to win more employees of the university to the union makes NEHAWU officials to always negotiate for the entire staff of the university. This usually results in wining more staff to the union. NEHAWU organizes workers in education, health, social welfare and state administration. It shares affiliation with the Congress of South African Trade Unions (COSATU). Its major founding standards are workers’ control of the union, non-rationalism,
solidarity with COSATU affiliates, international working class solidarity and one industry, one union (www.nehawu.org.za).

7.8.2 Organizational Structure of NEHAWU

According to NEHAWU’s Constitution (NEHAWU, 2007), members of the union from each place of work come together to establish a branch and further to elect a Branch Executive Committee (BEC). The committee includes a President, Deputy President, Treasurer and Secretary. One of the functions of these executives is to communicate to the regional office from time to time the activities of the branch. NEHAWU was formally established on August 31, 2005 at UFH when the union and the University signed a relationship agreement. The Branch Congress is the governing body of each branch structure of the union.

At the regional level, NEHAWU constitution provides for the formation of regional offices as well as Regional Executive Committee. The committee consists of a regional President, Deputy President, Secretary and Treasurer. The regional executives are to relate with the provincial officers and communicate the affairs of the union at regional level. Provincial Executive Committee (PEC) established the regional offices in agreement with the constitution. The Regional Congress is the governing body of each regional structure of the union.

The constitution further provides for the establishment of provincial offices at provincial level. The offices at provincial level consist of provincial President, Deputy President, Secretary and Treasurer. The Provincial Executive Committee relates with the national executives on matters that border on the province. The Provincial Congress remains the governing body for provincial structures.

There exists a national office at the national level that oversees the daily activities of the union. This consists of the National Executive Committee (NEC) that is made up of the President, Deputy
President one and two, General Secretary, Deputy General Secretary and National Treasurer. The tenure of office for each of the national officers is three (3) years through election.

The highest structure of NEHAWU consists of a Central Executive Committee (CEC). This committee involves national executives, Chairpersons and Secretaries of each region and any other individual that is a member of the NEC. One of its functions is to offer guide to structures of the union on organizational, political, educational and policy issues, establish or dissolve branch, regional and provincial structures of the union.

The National Congress is the top governing body of the union. This is a structure where policies on political socio-economic and organizational matters are approved by the union.
7.8.3 Relationship Agreement between University of Fort Hare and NEHAWU

This theme is aimed at finding the origin of the relationship between NEHAWU and UFH management. The immediate past Vice-Chancellor responded by saying that the Relationship Agreement was signed on August 31, 2005 before he rose to the manager cadre at the university of Fort Hare. All other subsequent agreements were based on the relationship Agreement of 2005.
These agreements are substantive agreement, collective bargaining agreement and recognition agreement. He stated further that:

“the understanding that higher Institutions across South Africa were facing financial challenge with specific attention on UFH at the time, which borders on the problem of sustainability, made both the UFH management and NEHAWU to enter into collaboration specifically to restore the sustainability of the University”.

In his own response, the current branch Chairman of NEHAWU at UFH Mr. Vuyani Booi reiterated that:

“the provisions of relationship agreement are all about the guidelines with which the UFH and NEHAWU should work together. It provides for how both parties should create a conducive working environment for the staff. The agreement is also guiding the ways of engagement, especially on bargaining issues between both parties. It guides the way of communication between the union and the management”.

The branch Assistant Secretary of NEHAWU at UFH said that:

“UFH enters into relationship agreement with NEHAWU due to the stake they are holding in the University. The management is much more interested in negotiating with the union other than negotiating with individual members of staff in order to avoid complexity in bargaining with individual. The representation of NEHAWU in virtually all the activities that affect the staff members made the University Management to
enter into agreement with the union for a smooth running of the university system”.

The Director of human resources at UFH has a different view to this theme when he said that:

“the employer of labour is concerned with how to reward employees’ labour while employees are interested in equity and fairness”.

He stated further that:

the relationship between the employers of labour and employees is not equal because the employer has the power to determine the reward of his employees without their consent. However, employee as an individual does not have power to single handedly influence the decision of his employer, hence the need for employees to come together as an organized body for the purpose of collectively engaging their employer in bargaining toward salary increase and welfare of their members. This according to him was what motivated relationship agreement between NEHAWU and UFH management that was signed by both parties on August 31st, 2005”.

7.8.4 Collective Bargaining Procedures between UFH Management and NEHAWU

This theme is aimed at studying the process of collective bargaining between NEHAWU and the management at UFH. The branch Chairman of NEHAWU explained the procedures of collective bargaining at the University as follows:

“Bargaining usually holds once in a year starting from August. The management often opens bargaining process by writing to the union.
NEHAWU will respond to management’s letter by meeting with their members in order to request their demands and those demands will be submitted to the management. The management will also write back to the union on what they can afford and the bargain will continue. The union during the bargaining process will try to justify their members’ demand and try to build context for their demands. Bargaining engagement between the union and management is expected to last till December. During this period, several negotiations are expected to take place until substantive agreement is reached”.

In his response, the former Vice-Chancellor Professor Mvuyo Tom reveals that:

“NEHAWU is used to presenting a very high demand against what the management can afford. NEHAWU was not mostly considerate with their high demand which mostly make bargaining procedures very tough. The management however knows that any compromise of their affordable figure will affect the sustainability of the University”.

The immediate past Vice-Chancellor said that he used to encourage his managers to always start negotiation with lesser figure. In his response to the procedures of collective bargaining at UFH, the assistant secretary to NEHAWU said that there are two major committees where issues affecting workers are discussed; one is the bargaining and NEHAWU management committee. The bargaining committee is meant to negotiate for salary increase based on the demands by the members of the union which involves general increase and allowances. At the level of NEHAWU management committee, issues that affect workers’ welfare such as housing, transportation, and safety are
discussed. The union will submit their demands to the university management according to their members’ mandate at the opening of the year bargaining after which negotiation process will continue. He said that if there are disagreements during the bargaining, then dispute will be declared and both parties would resolve to dispute resolution committee to seek resolution.

7.8.5 Strategies used by NEHAWU to Advance its Members’ Mandates at University of Fort Hare Especially on Wages Increase

This interview question is aimed at finding out the tactics used by NEHAWU representatives to achieve its members’ demands during the negotiation.

In his response, the chairman of NEHAWU stated as follows:

“We usually bring to the attention of the University Management to the high level of inflation in the country to convince them of the union’s justification for new demands. Our level of political awareness and ability to access important information affecting workers inside and outside the University to justify their mandates is another strategy used by the union to advance the members’ mandates. Also, a good set of objectives by the union during negotiation is one of the most effective strategies used to advance and achieve our members’ demand. We also usually benchmark other higher institutions in the country to know what their management is offering them”.

In his own response, the immediate past Vice-Chancellor said that NEHAWU usually utilized the strategy of inflating their mandates to a high level such that by the end of negotiation with
management, their demands would have coincided with their members’ demand at the beginning of the bargaining.

7.8.6 Salary Increase as the Major Agenda of Collective Barging between University of Fort Hare Management and NEHAWU

This theme is targeting on the past substantive agreement at UFH which usually centers on salary increase. In his response, the former Vice-Chancellor Professor Mvuyo Tom said that:

“Salary increase as the major agenda of collective bargaining is not unique to UFH. It is common to other higher institutions of learning in South Africa. However, UFH faced serious financial challenges in the past that almost led to the university’s closure before 2004 due to the problem of sustainability which bordered on the financial status of the university at that time. The issue of sustainability made the University Management and NEHAWU to enter into an agreement that the staff would have to forgo salary increase pending the time the university would be recognized as being sustainable. This situation made UFH salary lower than other institutions within the sector. The issue of salary increase can never be avoided in universities because of staff survival and staff retention”.

The current Chairman of NEHAWU Mr. Vuyani Booi established that:

“UFH is not a well-paying institution. As a result of the challenge of low pay at the University, NEHAWU became committed to ensuring that members of staff at University are being paid market related salary. This is the reason why salary increase always tops the agenda of collective
bargaining at UFH over the years. The need to also ensure that members of staff at UFH are not being paid below the inflation level is another major reason why the demand for salary increase is always the major agenda in negotiation between the management and NEHAWU. The desire to making sure that the union members at UFH receive a competitive salary compels NEHAWU to always make case for salary increase during every year negotiation”.

The assistant secretary in his response to the reason why salary usually tops the agenda of bargaining at UFH said that there are two major factors that allow for such demand; they are inflation and low salary at the University. He said that the knowledge of this situation made the union to always demand salary increase for their members.

7.8.7 Challenges Facing NEHAWU on Salary Increase Bargaining at University of Fort Hare

This interview theme is targeted on the problems facing NEHAWU on their mandates to improve the salary of their members. The major challenge, according to the branch chairman of NEHAWU, is their inability to achieve what the union originally demands for. He further said that additional mandates by their members when the original mandates have not been agreed upon is more challenging. On the other hand, the Assistant Secretary of NEHAWU stated that the challenges facing the union on bargaining issues at present are not overwhelming. One of such challenges is the need for more training in order to acquire more skills and knowledge on bargaining process.
7.8.8 University of Fort Hare’s staff as the Least Paid in South African Higher Education Sector

This theme is aimed at validating or to invalidate the claim by NEHAWU that UFH is the least paid in the higher education sector of the country. The former Vice-Chancellor Professor Mvuyo Tom reacted to this theme by saying that:

“NEHAWU’s claim was true at a point in the past when the staff of the University were being paid uncompetitive salary until 2014 when the management of the University decided to adjust the salary through major salary increase by agreeing beyond normal annual salary increase. As at the time I left the University in December 2016, UFH staff was not the least paid in South Africa higher education sector. As at 2014, UFH has gotten to 50th percentile of salary payment”.

In his response to interview question on the claim that UFH staff are the least paid in higher education sector, NEHAWU Chairman confirmed this claim. He said that UFH staff’s salary is still not competitive in comparison with what is obtainable in other higher institutions within the country. The UFH branch assistant secretary of NEHAWU confirmed that the assertion that UFH Staff are the least paid employees in South African higher educational sector is true.

7.8.9 NEHAWU Officials’ Experience with UFH’s Management during the Bargaining

This theme focuses on the attitude and conduct of UFH’s managers during the bargaining process. The current branch Chairman of NEHAWU at UFH said that their experience with UFH managers during bargaining is quite challenging. It is more of persuasions to the University management to spend more money which may not favour the University budget and this reality on the part of the
managers usually makes them to turn down unrealistic demands. He said further that it is more challenging when NEHAWU members insist on their mandates or put forward more mandates when the initial ones are not yet approved by the management. The assistant secretary to NEHAWU said that the union enjoys good relationship with UFH managers during the bargaining.

7.8.10 University of Fort Hare management’s experience with NEHAWU’s Representative during Bargaining

This theme is aimed at studying the behaviour and comportment of NEHAWU’s representatives during the bargaining process. The former Vice-Chancellor Professor Mvuyo Tom has this to say in his response to the above theme:

“I was the leader of management team in negotiation with NEHAWU between 2006 and 2007 as the Vice-chancellor. As the chief negotiator during the period, I usually reached an amicable agreement with NEHAWU and that I did not witness any strike. I later became the Vice-chancellor in 2008 and the responsibility of chief negotiator was shifted on the new Deputy Vice-Chancellor while I became the principal to whom they reported the areas of potential disputes”.

He further said that there was a serious strike in June 2008 at UFH. The strike was not salary related. It was based on a challenge by the union to the University Management to dismiss some managers on accusation of not embracing transformation. The University Management found it difficult to dismiss staff simply because of union’s challenge, and that made the union to become very violent. On negotiation, the former Vice-chancellor disclosed that:
“The chief negotiator usually report to me on how difficult it was to negotiate with NEHAWU representatives. One of the major problems I deduced from the difficulties in negotiation was the attitude of NEHAWU to playing management role over some issues of interest. This usually leads to serious tension between NEHAWU and management during my tenure”.

He furthered that:

“The Management was usually transparent enough on salary negotiation by telling the union the limit that we cannot go beyond. We often informed the union of the University’s inability to achieve the sustainability if the union is bargaining for unattainable salary increase”.

The union, according to him, is fond of presenting a very high figure as against the management figure. The union was not mostly reasonable with their high demand which usually makes the bargaining process very difficult. The management however knows that any compromise of their affordable figure will affect the sustainability of the university. The former Vice-Chancellor said that he used to advise his team to always start negotiation with lower figure like 4% when they knew that they were going to 7% salary increase in order to favourably compete with the union on their high demand so that by the time they will reach an agreement with NEHAWU, it would have been glaring that management has moved some steps higher.
7.8.11 Effectiveness of the Implementation of Substantive Agreement Especially on Wage Increase and Challenges Faced

The theme focused on the efficiency over the implementation of substantive agreement by the management of UFH and the challenges they usually face during the course of implementation. The former Vice-chancellor responded thus:

“There are various aspects of substantive bargaining. However, any agreement reached on salary increase must be implemented very quickly. The only aspect that used to be challenging is when there is policy change on the negotiated agreement especially in such area of allowance such as housing allowance which the union may demand”.

The former Vice-Chancellor confessed that the implementation of such policy change used to trigger serious tension between the union and the management due to delay from the management in implementing such a policy. He further said that:

“Delay in starting bargaining could also lead to delayed implementation. Some bargaining used to start when the financial year has already begun. I used to advise my managers that the issue of bargaining should end on or before the final council meeting of the year when the budget will be finalized. If the issues of bargaining are not finalized before the passage of budget, there will certainly be crises because the budget will not capture some of the issues of interest in the bargaining due to its delay which will also lead to delay in implementation”.

The UFH branch Chairman of NEHAWU Mr. Vuyani Booi said that:
“Management has been transparent enough on the implementation of substantive agreement between the parties. They have been respecting the substantive agreement. I cannot remember any year that UFH’s management defaulted in their commitment to substantive agreement”.

He further reiterated that:

“Substantive agreement is an honest agreement between the two parties that are stakeholders. The moment the management refuses to implement the substantive agreement, it will lead to mistrust and the management is trying to avoid such a situation in order to improve on labour-management relations at UFH”.

On challenges facing UFH in carrying out substantive agreement, the UFH branch Chairman of NEHAWU responded that the management actually have their challenges, but he cannot present these challenges on behalf of the management as a union leader for ethical reasons. He explained that the management will be in a better position to state the challenges they are facing by themselves.

In his own response, the assistant secretary of NEHAWU stated that there are two major factors that determine the effectiveness in implementation of bargaining agreement. They are time when the bargaining started and proceeds from students’ fees. He further said that if bargaining started earlier in the year, there is the tendency that both parties will reach a consensus before the end of the year and this will allow for implementation. Also, the higher the income from students’ fees the better it is for implementation of substantive agreement. However, the delay in negotiation and low income from student fees can hamper the effective implementation of substantive agreement. The UFH Director of human resources emphasized the need by the University management and NEHAWU to
understand the legal binding of the agreement they sign so as to avoid any misinterpretation that could lead to dispute.

7.8.12 Effectiveness of the Instrument of Collective Bargaining on Wage Increase

This theme is aimed at studying the efficiency of collective bargaining as an instrument of salary increase. In his response, the former Vice-Chancellor Professor Mvuyo Tom stated as follows:

“The effectiveness of collective bargaining process depend on two issue, one the time it take to reach agreement and two, the implementation of the agreement. I cannot say outrightly that collective bargaining was effective or not effective during his tenure. There were some aspects of collective bargaining process that were very effective. Whenever UFH management reaches an agreement with the union without protest or strike, collective bargaining process can be termed as being effective and successful, but when crises arise during the implementation that leads to protest, violence and strike, it can be termed as ineffective”.

He however said that the effectiveness of collective bargaining process during his tenure was uneven, but there were certainly reached agreements. According to him, more than 50% bargaining agreements were implemented without strike. In his response, the branch Chairman of NEHAWU said that collective bargaining at UFH has been quite successful. Although the workers don’t always get their entire demands, notwithstanding, collective bargaining has been successful at UFH. The assistant secretary of NEHAWU confirms that collective bargaining has been very instrumental on salary increase at UFH over the years.
The former Vice-Chancellor, Professor Mvuyo Tom said that:

“My administration was successful in turning the tide as we managed to reach agreement with the union annually and also improve on the salary scale of the staff of UFH from what was termed to be the least paying University in early 2000 to a University that is now around 50th percentile salary in the sector. I can say that my administration was successful in salary increase”.

He further said that the labour union may not agree until they see the statistics of comparison with other universities’ salary. He said that in line with his salary increase that started in 2014, there was another plan in year 2016 on how not just to increase salary annually but to adjust the salary beyond the inflation rate. He said that UFH had moved from 25th percentile salary in 2008 when he became the Vice-chancellor to 50th percentile as at time of his exit and he considered this as a great achievement.

In rating Professor Mvuyo Tom, the immediate past Vice-Chancellor’s achievement on wage increase for the union members, NEHAWU Chairman said thus:

Professor Mvuyo Tom’s administration absolutely recorded huge success on salary increase at UFH.
The Assistant Secretary of NEHAWU Mr. Lingela Mzi confirmed the above statement by saying that the management under the leadership of Prof. Mvuyo Tom achieved tremendously on salary increase

7.8.14 Management of Salary Related Protests

This theme focused on the strategy used by the former Vice-Chancellor in managing salary related protests by the labour union. He responded that during his tenure, the Management implemented salary increase based on what the revenue of the University was for that financial year. He said that consideration is always given to the increase in student fees and the demand of the union on salary increase. He further said that the University usually takes into consideration the comparison of the salary at other institutions with that of UFH. The Management usually presents these facts to the union in order to know what the basis and the logic of salary increase will be for that year. He therefore said that transparency was the key to the peace enjoyed during his administration on salary related issues. The Chairman of NEHAWU said that there were salary related protests on salary increase at UFH in the past, but the most recent one was recorded on May 4, 2017 during the robing of the University’s new Chancellor and Vice-Chancellor. The workers requested for the implementation of their demands, especially on general increment. In his response to salary related protests at UFH, assistant secretary to NEHAWU stated that there were several protests on salary but it was well managed. He said that the latest of such protest was in early 2017 when NEHAWU members demonstrated against the implementation of 10% general increase as requested by NEHAWU members. According to him, consensus was later reached and the staff got their mandate. The assistant secretary said that he has not witnessed any other strike at university of Fort Hare due to his short period of stay as an employee of UFH which is less than five years.
7.8.15 Rating of NEHAWU Activities on Salary Increase for their Members at UFH

This theme focuses on the need to find out NEHAWU’s effort at achieving their member’s demands for salary increase at University of Fort Hare. In his response, the former Vice-Chancellor stated as follows:

“NEHAWU achieved in most years what their members demand in terms of bargaining. NEHAWU usually used the strategy of pushing their demand to a high level such that by the time they will compromise their demand, it will coincide with their members’ desire at the beginning of agreement”.

He further said that demand for salary increase at the institution of higher learning is beyond what university can afford. He said that both NEHAWU and university management achieved together the sustainability of UFH from a university that was running on deficit before to the one that is now running a balanced budget. Therefore, NEHAWU did not only achieve salary increase that the union members wanted but also the sustainability that is keeping the university going.

In his response, the branch Chairman of NEHAWU at UFH Mr. Vuyani Booi has this to say:

“The impact of NEHAWU on salary increase for members of the union is very significant. There is a serious improvement on worker’s salary compared to what was obtainable in the past. The benefits apart from salary accrued to the union members have also improved. The impact of NEHAWU on salary increase for their members has been enormous”.
He concluded by saying that NEHAWU’s struggle for salary increase for their members has been result oriented. The Assistant Secretary of NEHAWU confirmed that the union has made a very significant impact on salary increase at UFH over the years. He said that the annual general increase in the past few years at UFH is an evidence of the impact of NEHAWU on salary increase. According to Director of human resources, the employer automatically offers annual salary increase to employees. For NEHAWU to be rated high in their negotiation for salary increase at UFH, they must be able to negotiate more than what the UFH management will automatically offer.

7.8.16 Party Interference on NEHAWU’s Activities

The theme is aimed at studying the interference of the leading political party in South Africa on NEHAWU’s activities at UFH. The former Vice-Chancellor responded by saying that UFH management does not usually consider political affiliation in dealing with NEHAWU. However, when put into consideration the activities of the leading party (ANC) in South Africa, one may not be able to outrightly say that there would not be political interference, but this depends on the leadership that is appointed at a particular time and his or her political affiliation. He said that all these dynamics has to be put in consideration in management and NEHAWU’s relationship. The branch Chairman of NEHAWU said that there is no political party interference on NEHAWU’s activities because they usually partner with the leading political party over most of their activities. The assistant secretary also said that NEHAWU is not politically affiliated and that there is no intrusion of political party over their activities. He further said that NEHAWU is not part of UFH management. He said their sole interest is to protect the interest of their members by getting them their mandates.
7.8.17 Advocate for More than One Labour Union at University of Fort Hare

This theme is aimed at finding out the need for more than one labour union at UFH. The former Vice-Chancellor professor Mvuyo Tom said that:

“The dominance of one labour union in any sector has its own challenges. There were two labour unions at UFH when I joined the University in 2006. There were NEHAWU and NDELSU. NDELSU is currently known as NDEYU. There will be balance and competitiveness in any sector where there are two unions or more. Members of staff will be free to join any union of their choice. I am willing to subscribe to two labour unions at UFH”.

The response of branch Chairman of NEHAWU favours the demand for the establishment of more labour unions at UFH. Just like the Vice-Chancellor, he has this to say:

“More labour unions will allow for diverse ideologies. It will improve staff’s freedom of association and allow for choices among the staff”.

In his response to the yearning of some employees of UFH for more labour unions in the university, he said that his answer will be yes and no. Yes because transformation will call for the need for more labour unions, and No because of the effective performance of NEHAWU through good representation of employees at UFH.

7.8.18 Recommendations on Collective Bargaining at UFH

This theme focuses on necessary recommendations to improve wages through the instrumentality of collective bargaining at UFH. The immediate past Vice-Chancellor at UFH recommended the
following: the values that drive the labour union and management’s negotiation is very important. They must be very transparent in information, and bargaining should be in good faith.

Another recommendation, according to him, is time-bound negotiation. It is very important that negotiation should not start very late in the year so that by the end of the year when the budget of the university is finalized there is agreement. If it is delayed beyond that time it will affect the implementation of the agreement because the implementation of the agreement will not be captured by the budget.

Finally, there must be mutual trust between managers and labour union leaders. If this trust is lacking, then negotiation will be very difficult. NEHAWU Chairman recommended that there should be proper communication between the management and the union for a more effective collective bargaining. He also said that honesty should be one of the core values that guide the relationship between both parties. He concluded by encouraging that there must be accountability between the union and UFH management. In his recommendations, the assistant secretary of NEHAWU said that bargaining is the only tool for improved salary. He therefore urged that bargaining commences early and ends before the end of the year. He also emphasized the issue of trust in the implementation of bargaining.
CHAPTER EIGHT

CONCLUSION AND RECOMMENDATIONS

INTRODUCTION

This chapter consists of conclusions that are reached from the findings and the recommendations that can be utilized to proffer solution to noticeable challenges in this research. Response from questionnaire and interview themes shows a positive relationship between collective bargaining and improved wages at UFH which is the focus of the study. However, the positive effects of collective bargaining on staff pay at UFH through the efforts of union leaders and the commitment from the university management is still an ongoing activity due to decades of low staff pay as a result of unsustainable nature of the institution in the time past. The findings from this research show that collective bargaining has played a more positive role in improving the staff wages at the university than its negative effects. The study, therefore, conclusively reveals that there is a significant relationship between collective bargaining and its effects on staff pay at University of Fort Hare.

8.1 CONCLUSION

Collective bargaining plays a very important role on wage increase for employees at South African higher education sector and particularly at UFH which is the focus of this study. We cannot outrightly say that collective bargaining is effective or not at UFH. The study shows that there are some aspects of the collective bargaining process that are very effective. Whenever UFH management reaches an agreement with the union without protest or strike, collective bargaining process can be termed as being effective and successful, but when crises arise during the implementation that leads to protest, violence and strike, it can be termed as ineffective. However, the improvement in the salary of employees at UFH in the yearly bargaining agreement over the
years as shown in chapter five of this research, and responses from questionnaire and interview in chapter seven is an evidence of successful collective bargaining in the university. Implementation of bargaining agreement at UFH shows that NEHAWU and UFH’s management are devoted to upgrading salaries and the condition of service for staff members at the university. This effort though, remains a continuous one, until the University becomes one of the higher institutions with the best practice of collective bargaining in South Africa and the world at large.

8.2 RECOMMENDATIONS

1. The values that drive the labour union and management’s negotiation are very important. They must be very transparent in information. Bargaining should be in good faith. Also, honesty should be one of the core values that guide the relationship between both parties.

2. Another recommendation is time-bound negotiation. It is very important that negotiation should not start very late in the year so that by the end of the year when the budget of the university is finalized there is agreement. If it is delayed beyond that time it will affect the implementation of the agreement because the implementation of the agreement will not be captured by the budget.

3. There must be mutual trust between managers and labour union leaders. If this trust is lacking, then negotiation will be very difficult.

4. There should be a proper communication between the management and the union for a more effective collective bargaining.

5. There must be accountability between the union and UFH management.

6. UFH should make its salary as competitive as other institutions in South African higher education sector. Competitive salary will enhance good working relations between employees and employers at the university. It will also encourage staff retention.
7. It is recommended that both the academic and supporting staff should be more actively involved in union activities so as to avoid apathy.

8. It is recommended that UFH’s management should not use "funding" as an excuse not to negotiate on certain items that cut across the interest of staff. The management should rather intensify their internal revenue generation to meet up with employees’ demands, especially for salary increase. They should also seek more funding from the government. UFH management should always be willing to hear the staff out on salary and welfare related issues during bargaining even when they do not have the capacity to meet up with union members’ demand.

9. It is recommended that substantive agreement be well respected by the management through their commitment to its implementation without delay. Any agreement on salary increase and allowances should be implemented in good time to avoid strike or protest.

10. A new labour union at UFH is recommended in order to allow for more competitiveness and balance. This will also disallow the management to buy over the two unions at the same time. It will also allow members of staff to exercise their freedom of association by choosing to belong to any union of their choice which will likely offer them the best, especially on salary increase.

11. It is recommended that no senior member of staff should be allowed to hold any sensitive position in UFH’s labour union so as to avoid undue interference of union activities by the management. Also the loyalty of union executives should be to their members first, irrespective of the pressure from the management.
12. Bargaining agreement should be made public after signing so as to allow for transparency and also for staff members to monitor compliance. UFH’s Management should always adhere strictly to terms and conditions of contract between them and the union.

13. It is recommended that collective bargaining at UFH should not only concentrate on salary increase. It should cut across all other areas of staff welfare that are important for the overall well-being of staff at the university. More focus on conditions of service would be useful. The conditions under which people are working is also very important.

14. Academic staff at UFH are recommended to play more active roles in the activities of the labour union.

15. The gap between the salaries of members of staff within the same cadre at UFH should be addressed. The labour union should ensure that this disparity is eliminated. Individual staff members should not be allowed to negotiate for themselves. The sole responsibility of bargaining on behalf of staff should be on NEHAWU.

16. Market and inflation based salaries should be offered to the employees at UFH.

17. Representation in labour union at UFH should reflect the staff make up.

18. Finally, it is recommended that annual salary increase be given utmost priority in yearly negotiations in order for the University to catch up with several years of employees being under paid because of the unsustainable status of the University in the past.
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University of Fort Hare UFH Substantive Agreement 2016

University of Western Cape Recognition and Procedural Agreement 2004
APPENDIX 1

RESEARCH QUESTIONNAIRE

The Effects of Collective Bargaining on Wages at University of Fort Hare 2007-2016

Dear participant,

I am a PhD student in the department of Public Administration at the University of Fort Hare. This questionnaire is design to gather information on the Effects of Collective Bargaining on Wages at University of Fort Hare 2007-2016

You are kindly requested to participate in this research questionnaire which is likely to take 10 minutes of your time. The questionnaire is purely meant for research purpose and your honest response will therefore be of great value to the research and will be treated confidentially. Be informed that your participation is voluntary and you can stop responding to the questionnaire at any time without prejudice. There is no financial or any other benefit attached to the completion of this questionnaire. Please note that there is no right or wrong answers, only honest ones are required.

Read the questions carefully and give correct responses to the questions asked. Feel free to give correct information about yourself. Indicate the appropriate option by just placing (x) in the appropriate column.

Please feel free to contact me on 201601448@ufh.ac.za if you have any question on this study. My ethical clearance number is IJE181SOLA01

Accept my thanks in advance of your expected cooperation.

Olasupo Olusola
1. BIOGRAPHICAL DATA

Place a cross (X) in one of the option boxes chosen.

Indicate your sex, age, campus, employment category, highest qualification and years of working at UFH.

SECTION A: PERSONAL DATA

1.1 SEX: Male ( ) female ( )

1.2 AGE: 20 – 30 ( ) 31 – 40 ( ) 41 – 50 ( ) 51-60 ( ) 61 Years or More ( )

1.3 Campus: Alice ( ) East London ( ) Bhisho ( )

1.4 Employment Category

Academic Staff

1.4.1 Professor ( ) Associate Professor ( ) Senior Lecturer ( ) Lecturer ( )

Non Academic Staff

1.4.2 Senior Magt. Staff ( )Junior Magt. Staff ( ) Others (Pls Specify).................................

1.5 Highest Qualification: PhD ( ) Masters ( ) Honours ( ) First Degree ( )

Diploma/Certificate ( ) Matric ( )

1.6 Years of Working at UFH: 5 Years or Less ( ) 6-10 ( ) 11-15 ( ) 16-20 ( )

20 Years or More ( )
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<th>Propositions</th>
<th>Question</th>
<th>Strongly Agree</th>
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<td><strong>Section B</strong></td>
<td>Staff Knowledge of Collective Bargaining at UFH</td>
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<td>1. I have a good knowledge of</td>
<td>collective bargaining</td>
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<td>2. Collective bargaining is a</td>
<td>mechanism for good wages</td>
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<td>3. There is problem with</td>
<td>collective bargaining at UFH</td>
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<td>4. One of the major problem with</td>
<td>collective bargaining at UFH is low wages</td>
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<td>5. Union membership is</td>
<td>important for me to stand a better chance of good wages</td>
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<td>6. I am a member of NEHAWU</td>
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<td>7. Union membership allows me</td>
<td>to relate effectively with the University Management</td>
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<td>8. I do not miss union meeting</td>
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<td>9. The most important interest</td>
<td>of staff in collective bargaining is wages</td>
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<tr>
<td><strong>Section C</strong></td>
<td>Strike</td>
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<td>10. Low wages can lead to</td>
<td>strike</td>
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<td>11. I have taking part in</td>
<td>union’s protest or strike in the past at UFH</td>
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<td>12. Workers can get what they</td>
<td>want without protest or strike</td>
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<td>13. I prefer bargaining to</td>
<td>protest or strike</td>
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<tr>
<td><strong>Section D</strong></td>
<td>Staff Retention at UFH</td>
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<td>14. I will resign from University of Fort Hare if I get a better paid job elsewhere</td>
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<td>Section E</td>
<td>UFH Management/NEHAWU Recognition Agreement</td>
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<td>16.</td>
<td>Low wages affects staff retention at UFH</td>
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<td>17.</td>
<td>UFH management recognizes NEHAWU as a registered union representing staff’s interests</td>
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<td>18.</td>
<td>UFH management signs a yearly substantive agreements with NEHAWU and is always committed to implementing it</td>
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<td>19.</td>
<td>UFH management is not committed to implementing substantive agreement.</td>
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<tr>
<th>Section F</th>
<th>NEHAWU’s Achievements</th>
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<tr>
<td>20.</td>
<td>NEHAWU has helped in improving staff wages and welfare at UFH over the years through collective bargaining</td>
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<td>21.</td>
<td>NEHAWU has a good working relationship with staff</td>
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<td>22.</td>
<td>NEHAWU has been able to resolved many conflict at UFH through collective bargaining</td>
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<tr>
<th>Section G</th>
<th>NEHAWU’s Gap &amp; need for more Staff Union</th>
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<tbody>
<tr>
<td>23.</td>
<td>I don’t believe in NEHAWU as representing my interest</td>
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<tr>
<td>24.</td>
<td>NEHAWU is not representing the interest of the entire staff at UFH</td>
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<td>25.</td>
<td>There is need for more labour unions at UFH for effective collective bargaining</td>
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<td>26.</td>
<td>UFH needs a separate union for academic staff</td>
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<tr>
<th>Section H</th>
<th>Communication &amp; Decision Making</th>
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<tr>
<td>27.</td>
<td>UFH management create means to hear workers out on challenges they are facing</td>
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<td>28.</td>
<td>Staff members are parts of decision making at UFH</td>
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<td>29.</td>
<td>Partaking in decision making give me a sense of belonging as a staff at UFH</td>
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### Section I
Effects of Collective Bargaining on Wages and other service conditions at UFH

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<tr>
<td>30.</td>
<td>Collective Bargaining has improved on staff pay over the years at UFH</td>
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<td>31.</td>
<td>Collective Bargaining has not improved on staff pay over the years at UFH</td>
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<td>32.</td>
<td>Collective bargaining at UFH has encouraged an effective collaborative effort between the University management and NEHAWU</td>
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<td>33.</td>
<td>Collective Bargaining has transformed the condition of service at UFH</td>
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<td>34.</td>
<td>Collective Bargaining has eradicated a labour vice such as casualization of staff at UFH</td>
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<td>35.</td>
<td>Collective Bargaining encourages staff retention at UFH due to its improvement of staff salary and other conditions of service</td>
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<td>36.</td>
<td>Collective Bargaining plays major roles in the stability of the academic calendar at UFH</td>
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<td>37.</td>
<td>Breakdown in Bargaining Agreement usually leads to protest at UFH</td>
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<td>38.</td>
<td>Bargaining related protests often interrupt the academic activities/calendar at UFH</td>
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### Section J
General Questions

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<tr>
<td>39.</td>
<td>Please specify other problems of collective bargaining known to you at UFH</td>
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<td>40. State any further advice to improve on wages and conditions of service via collective bargaining at UFH</td>
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<tr>
<td>41. Give a policy recommendation on effective Collective Bargaining at UFH</td>
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</table>
APPENDIX 2

THE EFFECTS OF COLLECTIVE BARGAINING ON WAGES AT UNIVERSITY OF FORT HARE

2007-2016

MAJOR THEMES OF INTERVIEW FOR NEHAWU OFFICIALS AT UFH

1. The formation, roles, goals and membership of NEHAWU at University of Fort Hare

2. Strategies and tactics used by NEHAWU to advance its members interest at University of Fort Hare especially on wages increase

3. The relationship agreement between NEHAWU and UFH’s management

4. Bargaining procedures at University of Fort Hare

5. NEHAWU’s experience with UFH’s management representative during bargaining

6. The major agenda of bargaining between NEHAWU and UFH’s Management

7. The impacts of NEHAWU’s activities on wages at University of Fort Hare

8. The implementation of bargaining agreements by UFH’s management

9. Dispute management and procedures between NEHAWU and UFH’s management

10. History of salary related strike and protests at University of Fort Hare

11. NEHAWU’s projection for improved wages at University of Fort Hare

12. NEHAWU’s achievements so far on wages increase at University of Fort Hare

13. Challenges facing NEHAWU on collective bargaining especially on salary increase at University of Fort Hare

14. Political Party’s interference in collective bargaining at University of Forth Hare

15. Policy recommendations on how to overcome the challenges facing collective bargaining at UFH.

MAJOR THEMES OF INTERVIEW FOR MANAGEMENT OFFICIALS AT UFH

(FORMER VC & DIRECTOR OF HR)

1. Recognition agreement between UFH’s management and NEHAWU

2. The date, goals and objectives of recognition agreement with NEHAWU
3. Collective bargaining between UFH’s management and NEHAWU
4. UFH management’s experience with NEHAWU’s representatives during collective bargaining
5. The major agenda of bargaining between UFH’s Management and NEHAWU
6. Bargaining procedures between UFH’s management and NEHAWU
7. Implementation of substantive agreements by UFH’s management
8. Management’s policies on Staff conditions of service and wages at University of Fort Hare
9. The effects/impacts of collective bargaining on wages at University of Fort Hare
10. UFH management’s achievements so far on wages increase at University of Fort Hare
11. UFH Management’s future plan for improved wages
12. Challenges facing the implementation of substantive agreement by UFH’s management
13. History of strike and protest at University of Fort Hare
14. Union Strike and protests management by University of Fort Hare
15. Dispute management and procedures between NEHAWU and UFH’s management
16. Policy recommendations on how to improve on staff wages through collective bargaining at University of Fort Hare.
APPENDIX 3

QUESTIONNAIRES CODE

QB1 I have a good knowledge of collective bargaining

QB2 Collective bargaining is a mechanism for good wages

QB3 There are problems with collective bargaining at UFH

QB4 The major problem with collective bargaining at UFH is low wages

QB5 Union membership is important for me to stand a better chance of good wages

QB6 I am a member of NEHAWU

QB7 Union membership allows me to relate effectively with the University Management

QB8 I do not miss union meeting

QB9 The most important interest of staff in collective bargaining is wages

QC10 Low wages can lead to strike,

QC11 I have taking part in union’s protest or strike in the past at UFH

QC12 Workers can get what they want without protest or strike

QC13 I prefer bargaining to protest or strike
QD14  I will resign from University of Fort Hare if I get a better paying job elsewhere

QD15  I will remain in the service at UFH until retirement if the wages and staff welfare is competitive

QD16  Low wages affects staff retention at UFH

QE17  UFH management recognizes NEHAWU as a registered union representing staff’s interests

QE18  UFH management signs a yearly substantive agreement with NEHAWU and is always committed to implementing it,

QE19  UFH management is not committed to implementing substantive agreement

QF20  NEHAWU has helped in improving staff wages and welfare at UFH over the years through collective bargaining

QF21  NEHAWU has a good working relationship with staff

QF22  NEHAWU has been able to resolved many conflict at UFH through collective bargaining

QG23  NEHAWU is not representing my interest

QG24  NEHAWU is not representing the interest of the entire staff at UFH
There is need for more labour unions at UFH for effective collective bargaining

UFH needs a separate union for academic staff

UFH management provides communication channels to hear workers out on challenges they are facing

Staff members are part of decision making at UFH,

Partaking in decision making gives me a sense of belonging as a staff at UFH

Collective Bargaining has improved staff pay over the years at UFH

Collective Bargaining has not improved staff pay over the years at UFH

Collective bargaining at UFH has encouraged an effective collaborative effort between the University management and NEHAWU

Collective Bargaining has transformed the condition of service at UFH

Collective Bargaining has eradicated a labour vice such as casualization of staff at UFH

Collective Bargaining encourages staff retention at UFH due to its improvement of staff salaries and other conditions of service
QI36   Collective Bargaining plays major roles in the stability of the academic calendar at UFH

QI37   Breakdown in Bargaining agreements usually leads to protest at UFH

QI38   Bargaining related protests often interrupt the academic activities/calendar at UFH

QUESTIONNAIRES CODE INTERPRETATIONS

QB1 mean Question Section B number 1,2,3 ........

QC1 mean Question Section C number 10,11,12........

QD1 mean Question Section D number 14,15,16........

QE1 mean Question Section E number 17,18,19.........

QF1 mean Question Section F number 20,21,22.........

QG1 mean Question Section G number 23,24,25.........

QH1 mean Question Section H number 27,28,29.........

QI1 mean Question Section I number 30,31,32.........
ETHICAL CLEARANCE CERTIFICATE
REC-270710-028-RA Level 01

Certificate Reference Number: IJE181SCLA01

Project title: The effects of collective bargaining on wages at University of Fort Hare 2007-2018.

Nature of Project: PhD in Public Administration

Principal Researcher: Oluwadun Olusupo
Prof E. O. E. Ituunra

Co-supervisor: N/A

On behalf of the University of Fort Hare’s Research Ethics Committee (UREC) I hereby give ethical approval in respect of the undertaking contained in the above-mentioned project and research instrument(s). Should any other instruments be used, these require separate authorization. The Researcher may therefore commence with the research as from the date of this certificate, using the reference number indicated above.

Please note that the UREC must be informed immediately of

- Any material change in the conditions or undertakings mentioned in the document
- Any material breaches of ethical undertakings or events that impact upon the ethical conduct of the research

The Principal Researcher must report to the UREC in the prescribed format, where applicable, annually, and at the end of the project in respect of ethical compliance.
The UREC retains the right to

- Withdraw or amend this Ethical Clearance Certificate if
  o Any unethical principal or practices are revealed or suspected
  o Relevant information has been withheld or misrepresented
  o Regulatory changes of whatsoever nature so require
  o The conditions contained in the Certificate have not been adhered to

- Request access to any information or data at any time during the course or after completion of the project.

- In addition to the need to comply with the highest level of ethical conduct principle investigators must report back annually as an evaluation and monitoring mechanism on the progress being made by the research. Such a report must be sent to the Dean of Research's office

The Ethics Committee wished you well in your research.

Yours sincerely

[Signature]

Professor Wilson Akpan
Acting Dean of Research

15 February 2017
TO WHOM IT MAY CONCERN

This document certifies that the PhD in Public Administration Thesis with the title below has been edited for proper English language – grammar, especially syntax, punctuation, spelling; consistency, and overall style by Anthony Ekata, a member of the Professional Editors’ Guild South Africa, whose qualifications and experience are listed in the footer of this certificate.

TITLE: THE EFFECTS OF COLLECTIVE BARGAINING ON WAGES AT UNIVERSITY OF FORT HARE 2007-2016
AUTHOR: OLASUPO OLUSOLA
STUDENT NUMBER: 201601448
DATE EDITED: April 5, 2018

SIGNED

Anthony A. Ekata
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MEMBER,

Professional EDITORS Guild

BA Hons (English/Education), Post Graduate Certificate in Principles and Practice of Editing (UP), Certificate in Media Ethics (J-Ethinomics), Senior Editor/Assistant Director News (1996-2014) Deputy Director News/Editor-in-Chief (2014-date)