

AGREEMENT BETWEEN THE UNIVERSITY OF THE WEST INDIES AND THE WEST INDIES GROUP OF UNIVERSITY TEACHERS (JAMAICA) FOR STAFF AT THE CENTRE FOR HOTEL AND TOURISM MANAGEMENT (CHTM) AND STAFF AT THE SCHOOL FOR CLINICAL MEDICINE AND RESEARCH (SCMR) IN THE BAHAMAS FOR THE PERIOD AUGUST 1, 2011 TO JULY 31, 2014

Preamble

This Agreement made and entered into this 26th day of July 2016, by the University of the West Indies, Mona Campus, hereinafter referred to as the University and the West Indies Group of University Teachers (Jamaica) hereinafter referred to as the Union, is intended to promote the efficient operations of the University and harmonious relations between the University and its Academic Staff, Senior Administrative Staff and Professional Staff and their Union.

It also seeks to advance the parties' continuing commitment to achieving terms and conditions of service that are internationally competitive, thereby facilitating the attraction and retention of staff of the highest possible quality and enhancing the University to successfully fulfill its mission.

1. Emoluments

There shall be no increase in salary in the triennium August 1, 2011 to July 31, 2014.

2. Allowances for Heads of Departments

There shall be no increase in allowances for Deans and Heads of Department for the triennium August 1, 2011 to July 31, 2014. The allowances for Heads of Departments for the triennium shall therefore continue to be as follows:

Entertainment	Bah. \$1,839.98 p. a.
Special Duty	Bah. \$2,485.20 p. a.
Duty	Bah. \$3,118.86 p. a.
Travel	Bah. \$4,466.02 p. a.

3. Grant for Books and Other Professional Materials

The parties, noting that the Grant for Books and Other Professional Materials that had been paid throughout the triennium August 1, 2008 to July 31, 2011 did not reflect the increases that had been negotiated for that triennium, agree that the relevant increases shall be applied retroactively to the amount that had been paid, that is, Bah.\$2,271.00 per annum, as indicated below:

Year	% Increase	Amount (Bah.\$)
August 1, 2008 –July 31, 2009	2	2,316.42 p.a.
August 1, 2009-July 31, 2010	1.5	2,351.17 p.a.
August 1, 2010- July 31, 2011	1.5	2,386.44 p.a.

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The parties further agree that there shall be no increase in the Grant for Books and Other Professional materials for the triennium August 1, 2011 to July 31, 2014. The Grant for this triennium shall therefore continue to be Bah.\$2,386.44 per annum.

4. Contracts

- a. It is agreed that the template attached hereto as Appendix 1 which has been developed jointly by Management and the Union, shall be used as the basis for preparing contracts for members of the Bargaining Unit. It is also agreed that changes to this template shall be subject to consultation with the Union.
- b. Where an employee on a contract for ten months is rehired for the academic year following, the ten-month contract shall be extended to one year so that there is no break between the two contracts.

5. Study and Travel Grant

The parties agree that:

- i. Payment for all visa fees shall be allowed from the Study and Travel Grant.
- ii. Payment for any immunization needed by a member of staff who is travelling shall be allowed from the Study and Travel Grant.
- iii. In addition to the US\$30.00 provided by the University for the purchase of travel insurance, insurance costing up to US\$120.00 can be purchased by a staff member from his or her Study and Travel Grant. A staff member who wishes to obtain this additional cover should proceed to purchase same and submit evidence of payment to the Staff Benefits Section of the Bursary for reimbursement from his or her Study and Travel Grant entitlement for the relevant period.
- iv. The use of up to 20% of Study and Travel Grant set out in *Clause 138 c)* of the Rules for Academic Staff, Senior Administrative Staff and Professional Staff shall be extended to include the following:
 - a. the payment of fees for relevant conferences, workshops, seminars, and lectures that are held in the Bahamas, which members of staff attend for their professional development, advancement or learning;
 - b. the cost of inter-island travel and accommodation in order to participate in such conferences, workshops, seminars and lectures.
- v. The parties agree that within one month of the signing of this agreement, the Management and Union shall meet to develop a proposal for a policy on Research, Publication and Professional Training and Development for consideration by the Campus Appointments Committee.

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6. Health Care

Members of staff at the SCMR will be entitled to a refund of up to a maximum of \$280.00 per month for a medical insurance premium on the submission of evidence of payment of the premium.

7. Annual/Local Leave

This Agreement shall be read in conjunction with the Annual/Local Leave Provisions set out in the Agreement between the University and the Union entered into on April 30, 2009, the **MEMORANDUM OF AGREEMENT BETWEEN THE UNIVERSITY OF THE WEST INDIES AND THE WEST INDIES GROUP OF UNIVERSITY TEACHERS (JAMAICA) TO SET OUT DETAILS OF IMPLEMENTATION OF ANNUAL/LOCAL LEAVE ENTITLEMENTS FOR STAFF ON CONTINUOUS DUTIES**, signed on January 18, 2012 and the recommendation for the standardization of Annual/Local Leave that was approved by the University Finance and General Purposes Committee at its meeting on October 12, 2007.

The Annual Leave provisions that became effective on August 1, 2009, shall be amended as follows:

A. Graduated Annual/Local Leave and Maximum Accumulable

- i. Annual/Local Leave shall be granted on the basis of length of service to the University as members of the Bargaining Unit and shall be graduated as indicated in the table below. Also indicated in the table is the maximum that can be accumulated.

REVISED ANNUAL LEAVE PROVISIONS	NO. OF WORKING DAYS	MAXIMUM ACCUMULATED LEAVE
4-10 years	20	(up to 40)
21 years and over	30	(up to 60)

- ii. Staff who are appointed to the Academic Staff, Senior Administrative Staff and Professional Staff category from the Administrative and Technical Staff category shall be entitled to Annual Leave in accordance with the table in Clause 10 A (1) of this agreement.
- iii. Heads of Department are required to develop a leave roster for members of staff in their Departments at the beginning of each academic year.
- iv. Apart from staff in their first year of service to the University as members of the Bargaining Unit, all other members of staff shall normally take the **maximum** amount *PB.*

of Annual Leave available to them each year, **except for** staff who earn 42 days; who shall take a **minimum of 30** days Annual Leave each year.

- v. Apart from staff in their first year of service to the University as members of the Bargaining Unit, all other members of staff shall be allowed to pre-empt their Annual Leave once such leave has been agreed with their Head of Department.
- vi. Members of staff who do not indicate on the leave roster when they would like to take Annual Leave in the course of the academic year, shall be required to proceed on leave at a time during that academic year that shall be determined by their Head of Department.
- vii. Where the member of staff in Clause (vi) refuses to proceed on leave as requested by the Head of Department, the Head of Department shall report the matter to the Campus Registrar.
- viii. Where members of staff are unable to take annual leave because of the exigencies of work, the Vice Chancellor/Campus Principal or his/her nominee shall provide these members with written approval for such leave to be accumulated.
- ix. Members of staff shall not be allowed to sell any accumulated leave.

B. Leave for staff required to work on Saturdays, Sundays and Public Holidays

- i. Members of staff whose employment contracts **do not** require them to work on any of five of the seven days of the week shall be compensated for work done on Saturdays, Sundays and Public Holidays in accordance with the laws of the Bahamas, i.e., time and one half for work done on Saturdays and double time for work done on Sundays and Public Holidays.
- ii. Members of staff whose employment contracts **require** them to work on any of five of the seven days of the week shall be compensated for work done on either day-off or on Public Holidays in accordance with the laws of the Bahamas i.e., time and one half for work done on the first day-off and double time for work done on the second day-off or on Public Holidays.

C. Pre-retirement leave

Staff on continuous duty with accumulated Annual Leave, shall be required to proceed on pre-retirement leave utilizing their accumulated annual leave prior to their retirement from University service.

D. Annual Leave for persons on contracts which began on or before October 12, 2007.

Persons on regular contracts, two year contracts or a series of continuous one-year contracts that began before October 12, 2007 and thus were in receipt of 42 days Annual Leave per annum shall continue to be entitled to 42 days leave.

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E. Persons on continuous one-year contracts which began on or after October 12, 2007.

Persons who received continuous one-year contracts beginning on or after October 12, 2007 will be entitled to Annual Leave in accordance with the new schedule.

F. Lapsed Annual/Local Leave: the application of Clause 120

- i. Effective May 7, 2010 Clause 120, the *Lapsed Annual Leave* provisions of the Blue Book, are only applicable when such lapsed leave results from the exigencies of work and when the member of staff received the **explicit, written** approval of the appropriate authority, that is, the Vice-Chancellor or Campus Principal.
- ii. Staff with Annual/Local Leave which lapsed before May 7, 2010 shall be treated in accordance with the provisions of the Blue Book which existed before May 7, 2010. These members of staff shall not be required or expected to provide **explicit written** approval from the appropriate authority authorizing the lapsed leave.

8. No discrimination

- i. The parties agree that for the purposes of this agreement discrimination shall be defined as: **the treatment or consideration of, or making a distinction in favour of or against, a person based on the group, class, or category to which that person belongs rather than on individual merit.**

The parties agree that there shall be no discrimination with regard to any member of the Bargaining Unit on grounds that include, but are not limited to: race, colour, religion, sex, sexual orientation, national origin, disability, political and or social association, language or age.

- ii. The parties agree that for the purposes of this agreement victimization shall be defined as: **the unwarranted singling out and subjection to, either once or repeatedly, unfair and/or unwarranted treatment.**

The parties also agree that there shall be no victimization of members of the bargaining unit because of but not limited to:

- a. their role in the Union;
 - b. the exercise of their right of free speech and/or freedom of assembly;
 - c. their pursuit of activities that are consistent with the principles of academic freedom.
- iii. Discrimination and victimization covered by this agreement shall include, but are not limited to, acts in relation to:

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- a. the conduct of the staff members' appraisal, assessment or evaluation;
 - b. the determination of their compensation and benefits package.
- iv. Nothing in Clause 8 of this agreement shall be construed as affecting the right of the University to take disciplinary action against members of the Bargaining Unit in accordance with the provisions relating to discipline set out in "Part 3 Provisions Relating to Discipline" of Ordinance 8.

9. Management/Union Meetings

Union/Management meetings shall be held as necessary to discuss all matters of ongoing interest between the two sides, including implementation of the Collective Bargaining Agreement and any other aspects of the Terms and Conditions of Service of the Bargaining Unit as might arise from time to time.

10. Grievance Procedure – Employee Grievance

- i. A grievance is a complaint against Management which could arise from a disagreement on the interpretation of the terms and conditions of service and from breaches of the following:
 - a. The employment contract
 - b. The Labour laws of The Bahamas
 - c. Custom and practice at the University
 - d. Employees' rights, including those contained in the University's Statutes, Ordinances and Regulations, the *Rules for Academic Staff, Senior Administrative Staff and Professional Staff* and the Collective Agreements

A complaint that does not arise from the above mentioned circumstances is not a legitimate grievance and shall be considered as a complaint only.

- ii. The parties agree that in the case of individual grievances, where a matter is referred to the Vice-Chancellor or Campus Principal in accordance with the procedure set out in Clause 241 (c) of the *Rules for Academic Staff, Senior Administrative Staff and Professional Staff*, and there is no meaningful action, the matter shall be referred to the Ministry of Labour for a conciliation meeting within (10) days of receipt of the case under the Chairmanship of an Officer of the Ministry. If no solution is reached, then the matter shall be referred for arbitration in accordance with clause 241 (d) of the *Rules for Academic Staff, Senior Administrative Staff and Professional Staff*.
- iii. The Grievance/Complaint Initiation Form attached hereto as Appendix II shall be used for filing a grievance/complaint. Copies of this form are available from the Human Resource Management Division, Office of the Campus Registrar website and from the WIGUT (Jamaica) office.

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11. Allowances

There shall be no increases in the allowances payable to the Student Services and Development Manager at the **CHTM** for the triennium August 1, 2011 to July 31, 2014. The relevant allowances shall therefore continue to be as indicated below.

- i. **Duty:** Bah.\$2,609.50 per annum
- ii. **Telephone :** Bah.\$1,399.00 per annum.
- iii **Entertainment:** Bah.\$1,749.63 per annum.

12. Tuition Exemption

The following supersedes Clauses 68 and 69 of the *Rules for Academic Staff, Senior Administrative Staff and Professional Staff*.

- A. The following full-time members of the Academic Staff, Senior Administrative Staff and Professional Staff of the grade of Assistant Lecturer and above will be allowed to register for higher degrees (or for other University qualifications, including first degrees) on the payment of examination fees **ONLY**:
 - i. staff on contract for two or more academic years;
 - ii. staff on contract for one year, provided they had been in the full-time employment of the University in the preceding academic year.

Staff who qualify under (i) above will be eligible for the benefit from the beginning of the contract, while staff who qualify under (ii) will be eligible, once they are in that subsequent one-year contract. This provision applies for only as long as the staff member is in the full-time employment of the University.

- B. Management and the Union agree that tuition exemption for staff shall be guided by two underlying principles:
 - i. The need to provide for the professional development of employees of the University in the most cost-effective manner possible; and
 - ii. The need to ensure that tuition exemptions contribute to the achievement of the strategic goals and objectives of the University.

- C. In order to uphold their commitment to the principles outlined above, Management and the Union agree to the following:

1. Tuition exemption for staff employed in UGC/CGC funded programmes/positions

Where a member of staff is employed in a Department, Programme or Unit which is UGC/CGC funded and he/she wishes to pursue a programme/course of study in a UGC/CGC funded programme/course, the University through the University/Campus

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Appointments Committee **shall** provide exemption from tuition for him or her if the following criteria are met:

- i. the programme of study is one of the priorities for the University/Campus approved by the University/Campus Appointments Committee; or
- ii. the programme of study is directly related to the upgrade/improvement of his or her qualifications for his or her existing job; or
- iii. the programme of study can be established to be a valid part of the career plan for the member of staff and it is relevant to the University/Campus.

2. Tuition exemption for staff employed in Non-UGC/CGC funded programmes/positions

Where a member of staff is employed in a Department, Programme or Unit which is non-UGC/CGC funded and he/she wishes to pursue a programme/course of study in a UGC/CGC funded programme, the University through the University/Campus Appointments Committee **shall** provide exemption from tuition for him/her if the following criteria are met:

- i. the programme of study is one of the priorities for the University/Campus approved by the University/Campus Appointments Committee; or
- ii. the programme of study is directly related to the upgrade/improvement of his/her qualifications for his/her existing job; or
- iii. the programme of study can be established to be a valid part of the career plan for the member of staff and it is relevant to the University/Campus.

3. Tuition exemption for staff pursuing Non-UGC/CGC funded programmes

Members of staff shall be granted tuition exemption for non-UGC/CGC funded programmes by the University/Campus Appointments Committee if the following criteria are satisfied:

- i. The programme of study is one of the priorities for the University/Campus approved by the University/Campus Appointments Committee; or
- ii. The programme of study is directly related to the upgrade/improvement of his/her qualifications for his/her existing job; or
- iii. The programme of study can be established to be a valid part of the career plan for the member of staff and it is relevant to the University/Campus.
- iv. In addition to (i) or (ii) or (iii) above, the number of tuition exemptions granted per programme shall not exceed 5% of the enrolment required to achieve the income projected by the University for that programme. If the

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enrolment falls below that projected by the University no tuition exemption shall be granted.

4. Pilot for Tuition Exemption for Non-UGC/CGC funded programmes

Management and the Union agree that in order to ensure that the most appropriate model is developed to accommodate the provision of tuition exemption for staff in non-UGC/CGC funded programmes, the formula set out in Clause (iv) above will be used as a pilot over the period 2013-2015. At the end of this period the results of the pilot will be assessed by Management and the Union and the formula to be employed for the future will be determined.

5. The obligations of staff in receipt of Tuition Exemption

Tuition exemption for staff shall be granted subject to the following conditions:

- I. Staff agree to be bonded to the University for a period to be determined by the duration of the tuition exemption granted;
- II. Staff must maintain the minimum performance standards set by the University for students in the programme for which the member of staff has been granted a tuition waiver.

6. Tuition Exemption for Dependents and/or Spouse in UGC/CGC funded programmes

- i. The definition of "dependent child" and "spouse" is set out in Section 1 of the *Rules for Academic Staff, Senior Administrative Staff and Professional Staff*.
- ii. Spouses and dependents of all full-time employees of the grade of Assistant Lecturer and above who themselves are eligible for the remission of tuition fees under Clause 11 A (i) and (ii) above, on acceptance for entry at the University, are exempt from paying tuition fees and economic costs (including examination fees where compounded) provided that:
 - a. They are not in receipt of a scholarship or any other award which includes payment of tuition fees;
 - b. The full-time employees concerned remain in the service of the University or are in receipt of a pension from the University.
- iii. Dependents or spouse of **all staff** shall be granted exemption from tuition in accordance with the following guidelines:
 - a. **Three (3)** tuition exemptions shall be available to spouse and/or dependents. Of these three, only **one (1)** can be used for a graduate programme, with the other two being available for undergraduate programmes.

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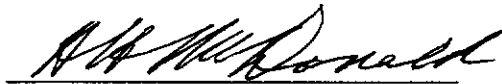
- b. The **one** (1) graduate programme exemption may be accessed by a spouse and/or dependent who has already received an exemption from an undergraduate programme.
- c. Dependents and/or spouses must complete their degree in the time allotted by the University for normal completion.

13. Scope and Definition of the Contract

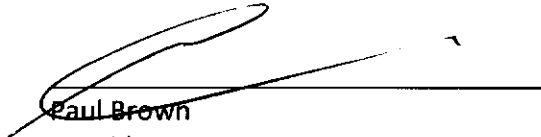
Except where specifically altered by this Agreement, all other Benefits, Terms and Conditions now enjoyed by members of the Bargaining Unit shall remain in force. This agreement shall apply to all Academic Staff, Senior Administrative Staff and Professional Staff who are employed in posts assigned to the CHTM and the SCMR. It shall commence as from the first day of August 2011 and shall remain in force for a period of three years ending on the thirty first day of July 2014 unless altered by mutual agreement.

Signed on behalf of the University of
the West Indies

Signed on behalf of WIGUT (Jamaica)



Archibald McDonald
Pro Vice Chancellor and
Principal



Paul Brown
President

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THE UNIVERSITY OF THE WEST INDIES

Mona Campus

Office of the Campus Registrar Human Resource Management Division

1. NAME OF PARTIES

- 1.1. THE UNIVERSITY: THE UNIVERSITY OF THE WEST INDIES of Mona Campus, Kingston 7, Saint Andrew.
- 1.2. THE EMPLOYEE: «Employee» of «Address».

2. POSITION AND DEPARTMENT

- 2.1. You are appointed to the post of «Position» at The University of the West Indies with an initial assignment in the Department of «Department» at the «Campus» Campus.
- 2.2. Your employment category is designated «Employee Category».

3. PERIOD OF EMPLOYMENT

- 3.1. Your employment (subject to termination as provided below) shall be for a fixed period of «Contract_Length» to commence on «Start_Date» and terminate on «End_Date».

4. REPORTING RELATIONSHIP

- 4.1. You shall serve the University and shall carry out the duties and responsibilities as assigned by the Head of Department or any other person authorized to do so by him/her or the Registrar, and are subject to change from time to time.

5. REMUNERATION AND INCREMENTS

- 5.1. Your remuneration shall be paid at a fixed rate of J\$«Salary» per «Salary_Frequency» in the scale «Salary_Scale».
- 5.2. Your salary shall be payable by equal «Payment_Schedule» installments for the duration of the contract.
- 5.3. Your incremental date is «Incremental_Date».

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- 5.4. All sums due for income tax and statutory deductions shall be taken therefrom and paid to the relevant authorities.

6. HOUSING

- 6.1 Pursuant to your employment with the University, unfurnished accommodation will be let to you at a rental of J\$360 per annum. If, however, you opt to provide your own accommodation, you will be paid a Housing Allowance of 30% of your basic salary.
- 6.2 You will be paid a special Mona Allowance of 10% of your basic salary (*See Clauses 98-105 of the 'Blue Book'*).

7. RETIREMENT AND PENSION

- 7.1. The retiring age for «Employee_Class» is «Retiring_Age» years.
- 7.2. You are required to comply with the terms and conditions of the «Superann_Scheme» and contribute to it 5% of your basic salary.
- 7.3. As its contribution, the University will contribute the equivalent of 10%.
- 7.4. The Superannuation Supplementation Scheme under the FSSU is not applicable to members of the Academic Staff, Senior Administrative Staff and Professional Staff employed after July 31, 2005 (*See Clauses 23-33 of the 'Blue Book'*).

8. HEALTH PROVISION

- 8.1. You are required to join the University's Compulsory Contributory Health Scheme with effect from the date of your employment.

9. ANNUAL LEAVE

- 9.1 You are entitled to «Number of Days» annual leave in accordance with the Rules for Academic Staff, Senior Administrative Staff and Professional Staff (*Blue Book – Clauses 113-122*) and in consistency with your length of service as outlined in the attached Benefits Schedule.

10. SICK LEAVE

- 10.1. You are entitled to sick leave in accordance with the provisions of Rules for Academic Staff, Senior Administrative Staff and Professional Staff (*Blue Book – Clause 193*).

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- 10.2. If you become sick, you shall notify the University of your illness within the first working day after its occurrence and produce to the University a certificate from a doctor on the morning of the fourth day justifying any absence from work for more than three (3) days.

11. MATERNITY LEAVE (FULL-TIME FEMALE EMPLOYEES ONLY)

- 11.1 You are entitled to Maternity Leave of twelve (12) weeks with full pay and twelve (12) weeks without pay, if requested.

12. OTHER TYPES OF LEAVE

- 12.1. Where applicable, you are entitled to other types of leave in accordance with Rules for Academic Staff, Senior Administrative Staff and Professional Staff (*Blue Book – Clauses 113-187*)

13. ADDITIONAL BENEFITS

- 13.1. You may be entitled to additional benefits which are outlined in the attached Benefits Schedule.

14. OTHER EMPLOYMENT

- 14.1. You may undertake work which is within the scope of your profession for persons or bodies outside the University but permission to undertake the work must be obtained in advance as required by the Rules for Academic Staff, Senior Administrative Staff and Professional Staff (*See Blue Book, Clauses 35 -37 and 39-55*).

15. CONFIDENTIALITY

- 15.1. You are required to sign the **University's Confidentiality Agreement** which relates to the non-disclosure of trade secrets, or other information of a confidential nature relating to the University or its business or in respect of which the University owes an obligation of confidence to any third party during or after your employment except in the proper course of your employment or as required by law.

16. RESTRICTIONS

- 16.1. You are bound by the University's Statutes, Ordinances, Rules and Regulations, Code of Ethics and Statement of Principles, its Financial Code and the Collective Agreements for the time being in force.

17. INTELLECTUAL PROPERTY

- 17.1. You shall not cause or permit anything which may damage or endanger the intellectual or other property of the University or the University's title to it or assist or allow others to do so (*See UWI Policy on Property*).

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18. NOTICE OF TERMINATION OF EMPLOYMENT

18.1. Either party may terminate this Agreement by providing the other six (6) months' notice in writing, given to terminate not earlier than December 31, for termination in Semester 1 and May 31, for termination in Semester 2. The University reserves the right at any time in its absolute discretion to make a payment of basic salary in lieu of all or any part of your entitlement to notice.

19. PRIOR AGREEMENTS

19.1. This Agreement sets out the entire agreement and understanding of the parties and is in substitution for any previous contracts of employment between the University and the Employee which shall be deemed to have been terminated by mutual consent.

20. AMENDMENTS

20.1. No variation, waiver or modification or any of the terms of this Agreement shall be valid unless so agreed in writing and signed by the parties hereto.

IN WITNESS WHEREOF the parties have set their hands on the day and date herein before written thereby acknowledging their acceptance of the terms and conditions of employment stated herein and acknowledging their agreement to be bound by same.

SIGNED by)	_____
on behalf of the University)	for Campus Registrar
)	
)	_____
)	Signature
)	
)	_____
)	Date

SIGNED by the Employee)	_____
)	Name
)	
)	_____
)	Signature
)	
)	_____
)	Date

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GRIEVANCE/COMPLAINT INITIATION FORM

CASE NO. _____

Member's Name: _____

Tel# (W) _____ **(H)** _____ **(C)** _____

Department: _____

Position: _____

Level: _____ **Type of Contract:** _____

Date of First Employment: _____ **Termination Date:** _____

Date of the alleged incident _____

Allegation (s) Against:

Evidence Substantiating Allegations (supplied by the Complainant)

- a) Documents ()
- b) Witnesses ()
- c) Other ()

Give narrative of complaint.

If more space is needed, please attach additional sheets of paper. _____

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THIS FORM WAS SUBMITTED TO

(Manager/Supervisor/Etc)

Date Time

.....
Aggrieved Member's Signature Faculty /Section Rep Manager/Supervisor

A copy of this form was submitted to the Union/HR on by
(Member/ Union Rep)

FOR OFFICIAL USE ONLY

Action Taken:

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APPROVED BY:

Name-----

Signature:

Position:

Date:-----

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