

26 JUL 2016

COLLECTIVE 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) FOR THE PERIOD AUGUST 1, 2014 TO JULY 31, 2017

Preamble

This Agreement made and entered into this 26th day of JULY 2016, by the University of the West Indies, Mona Campus, including the Western Jamaica Campus, hereinafter referred to as the University of the West Indies 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 seeks to advance the parties' continued commitment to an equitable and peaceful procedure for the resolution of differences and to promote a formal understanding relative to all terms and conditions of employment provided herein.

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 ability of the University to successfully fulfill its mission.

1. Salary

(i) Salaries shall be increased as follows:

YEAR 1

August 1, 2014 - March 31, 2015 ----0%

April 1, 2015 - July 31, 2015 ---4%

YEAR 2

August 1, 2015 - July 31, 2016 ---3%

YEAR 3

August 1, 2016 - July 31, 2017 ---2%

(ii) The offer for the period beginning April 1, 2017, shall be revised upwards to match the salary increases offered employees in the public sector in Jamaica should those increases exceed 2%.

(iii) The University also agrees to consider for submission to the Government of Jamaica any improvements in fringe benefits granted to public sector workers for the period beginning April 1, 2017 which may be applicable to members of the WIGUT Bargaining Unit in the Bahamas.

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(iv) Consistent with the Note at the end of Clause 13 of the Rules for Academic Staff, Senior Administrative Staff and Professional Staff (Blue Book), the Management and the Union agree to activate the Joint Committee to review the Rules for determining salaries in certain disciplines, based on market factors. The Committee shall meet at least once per year.

The Joint Committee in carrying out its work shall ensure that in-depth consultations with appropriate persons and /or organisations have been done and that all the relevant data have been accessed and considered in arriving at its recommendations. Where changes to the Rules are being contemplated in a discipline, the Committee shall also make recommendations as to how staff currently employed in that discipline shall be treated when the changes are being implemented.

The Joint Committee shall make its recommendations to the Blue Book Committee.

2. Allowances for Heads of Departments

Allowances for Heads of Departments shall be increased as indicated in the table below:

<u>Year</u>	<u>% Increase</u>	<u>Allowances (Bahamian \$)</u>			
		<u>Ent'ment.</u>	<u>Special</u>	<u>Duty</u>	<u>Travel</u>
As at 31-7-14	----	1,839.98	2,485.20	3,118.86	4,466.02 p.a.
1-8-14 to 31-3-15	0	1,839.98	2,485.20	3,118.86	4,466.02 p.a.
1-4- 15 to 31-7-15	4	1,913.58	2,584.60	3,243.61	4,644.66 p.a.
1-8-15 to 31-7-16	3	1,970.99	2,662.15	3,340.92	4,784.00 p.a.
1-8-16 to 31-7 17	2	2,010.41	2,715.39	3,407.74	4,879.68 p.a.

3. Grant for the Purchase of Books and other Professional Materials

- i. The parties agree that the Grant for Books and Professional materials in existence on 31st July 2014, that is, Bah. \$2,386.44 per annum shall continue until the parties have resolved the issue of the quantum of the Grant. In considering this issue, the parties shall discuss, *inter alia*, the current level of the Grant; the percentage increases in emoluments during the 2014-2017 triennium; and any other relevant increase that might be granted to public sector workers in Jamaica for the period between 1st April 2017 and 31st July, 2017
- ii. The parties agree that Clause 72(d) of the Rules for Academic Staff, Senior Administrative Staff and Professional Staff shall be amended to read as follows:

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72 (d) With effect from August 1, 2016, members of staff are required to utilize the Grant for the Purchase of Books and Professional Materials prior to the date of their retirement.

4. Continuation of Past Practices

Management and the Union agree that past or existing practices shall only be altered by the agreement of both sides.

The parties further agree that where an employee or the Union seeks to rely on past or existing practices in interpreting terms and conditions of service, the onus shall be on the employee or the Union to show that the practice cited was sufficiently widely practised, so as to make it reasonable to consider it a policy of the University.

5. ICT Allowance

The parties agree that members of the Bargaining Unit shall be able to use their Grant for the Purchase of Books and Other Materials to pay for broadband internet connectivity. Members may apply to be reimbursed the amount spent for this purpose annually or twice per year. Applications for reimbursement must be accompanied by evidence of payment and must be submitted on the appropriate form available on line or from the Staff Benefits Section of the Bursary.

6. Use of Study and Travel Grant for Regional and International Conferences in the Bahamas

The parties agree that in addition to the 20% of the Study and Travel Grant made available to attend **local** conferences, workshops, seminars and lectures (Clause 8. iv (a) and (b) of the 2011-2014 Agreement between the University of the West Indies and the Union), the full Study and Travel Grant can also be used by staff to cover fees, travel and *per diem* allowance to facilitate their attendance at **regional and international conferences** held in the Bahamas.

7. Health Care

- i. Members of staff at the CHTM and SCMR shall be entitled to a refund of up to a maximum of Bah.\$280.00 per month for the payment of a medical insurance premium on submission of evidence of payment.
- ii. The parties agree that they shall continue to seek for the most cost-effective provision of health care for staff at both the CHTM and SCMR.

8. Health Care after Termination on Medical Grounds

The parties agree that where a member of staff at the CHTM and the SCMR has been in the employ of the University for three (3) or more years is terminated on medical grounds, that is, medically boarded, he/she shall continue for a period of twelve (12) months from the effective date of the termination to be entitled to a refund of up to Bah.\$280.00 per month for a medical insurance premium on the submission of evidence of payment of the premium.

9. Group Life Insurance

The parties agree that they shall make a concerted effort to identify and implement the most cost-effective Group Life Insurance Plan for staff at both the CHTM and SCMR.

10. Annual Leave

The parties agree that with effect from August 1, 2014, staff currently entitled to (a) Annual Leave as indicated in clause 7 of the 2011-2014 Agreement between the University of the West Indies and the Union; and (b) Leave to pursue Professional Development as set out in the Agreement between the University and the Union dated April 28, 2014 shall be entitled to Annual Leave and Leave to pursue Professional Development as indicated in the table below:

Years of Service	Annual Leave (Working Days)	Max. Accumulable	Professional Development Leave (Working Days)
01-10	20 per annum	40	10
11-20	25 per annum	50	5
Over 21	30 per annum	60	—

11. Paternity Leave

- i. Management and the Union agree that male members of the bargaining unit shall be eligible for Paternity Leave. This leave shall be granted on three occasions only during the staff member's employment with the University. The period of leave shall be five (5) working days. However, in extenuating circumstances, a further five (5) working days may be granted at the discretion of the University.
- ii. Applications for Paternity Leave shall be made to the Vice Chancellor or Campus Principal on the relevant form (available on line or from the Human Resource Division) through the Head of Department or relevant academic or



administrative head, as appropriate. Such applications must be supported by a statement from a medical doctor indicating that the staff member's partner has given birth to a child or that the birth of a child is imminent. Applications for leave beyond five (5) days must also be supported by an appropriate statement from a medical doctor.

12. Sabbatical Leave

- i. The parties agree that Sabbatical Leave shall only be granted where one or more of the following criteria have been satisfied:
 - a) The programme of work to be pursued by the member of staff shall be directly related to (i) the upgrade/improvement of his/her qualifications for his/her existing job; or (ii) his/her professional development in his/her existing job.
 - b) The area of work to be pursued shall be a valid part of the career plan for the member of staff.
 - c) The programme of work to be pursued shall fall within a priority area of the University/Campus that is approved by the University/Campus Appointments Committee.
 - d) Any area of research or other scholarly activity by members of the Academic Staff, Senior Administrative Staff or Professional Staff which can be determined to be valid.
- ii. Clauses (a) to (d) above are the only criteria that shall be used by the University/Campus Appointments Committee when considering the application for a Sabbatical from a member of staff.
- iii. The University/Campus Appointments Committee shall provide members of staff whose applications have not been successful with an explanation for its decision.

13. Promotion, Renewal of Contract and Tenure

- i. Management and the Union agree that in order to facilitate the processes outlined in Ordinance 8.56 (c), (d) and (e) ; and Ordinance 8.12 and 13 by which members are allowed to examine and comment on (a) the recommendation of the Head of Department or relevant officer to the Dean or relevant officer; and (b) the evaluations of their performance by (i) the Dean or relevant officer; and (ii) the Evaluation and Promotion Committee, the form attached as **Appendix 1** shall be forwarded to each staff member who is being considered for Promotion, Renewal of Contract or Tenure with a copy of the recommendation or evaluations referred to at (a) and (b) above. The Head of Department or relevant officer and the Dean or relevant officer, as appropriate, shall be responsible for transmitting the form to the staff member.

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- ii. The staff member shall be required to sign the form as evidence of having seen the recommendation or evaluations and may add such comments as he or she wishes. (Where a staff member disagrees with the recommendation of his or her Head of Department and wishes to pursue the matter, the steps outlined in Ordinance 8. 57 shall be followed.) The signed form shall be returned to the Head of Department or relevant officer, or the Dean or relevant officer, as appropriate. This form shall be included in the documents forwarded to the Campus Registrar for submission to the University/ Campus Appointments Committee. Should a staff member refuse to sign the form, a statement to that effect from the Head of Department or relevant officer, or the Dean or relevant officer, as appropriate, shall be submitted with the other documents. In such cases the University/Campus Registrar shall verify that the member of staff had been given an opportunity to sign and refused to do so and shall make a notation of same on the form.
- iii. Where the University/Campus Registrar, on receiving the documents for submission to the University/Campus Appointments Committee, discovers that a staff member had not been sent a copy of the form with the relevant recommendation or evaluations, he or she shall not submit the case to the University/Campus Appointments Committee until corrective action has been taken, as follows:
 - a) In cases where the staff member had not been afforded the opportunity to examine and comment on the recommendation of the **Head of Department or relevant officer**, the University/ Campus Registrar shall not regard as valid any evaluation that may have been received from the Dean or relevant officer, or the Evaluation and Promotion Committee and shall require that the entire process of evaluation be restarted. The process shall be restarted by the Registrar requiring the Head of Department or relevant officer to forward a copy of the form together with his or her recommendation to the staff member.
 - b) In cases where the staff member had not received the form and the evaluations of the **Dean or relevant officer, and the Evaluation and Promotion Committee**, the Dean or relevant officer shall be required to forward a copy of each to the staff member for examination, signature and comment, if any. The signed form, together with the evaluations, shall be forwarded by the Dean or relevant officer to the University/ Campus Registrar for submission to the next scheduled meeting of the University/ Campus Appointments Committee.
- iv. In any instance where documentation reaches the University/ Campus Appointments Committee without the signed form or statement (referred to in paragraph ii above), as required, the Committee shall not proceed to consider

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the case, but shall require the Campus Registrar to take corrective action as set out in paragraph iii above.

14. Pension Contributions

The parties agree to establish a Joint Management-Union Committee to examine whether any benefits will accrue to members of staff and the University, if the Housing Allowance received by members of staff is included in their basic salary for the calculation of their pension contributions.

15. Commercialization of Research

The parties agree that where the commercialization of research by staff members has been documented, this information shall be treated as evidence of "contribution to University life" and/or "public service" when such persons are being evaluated for renewal of contract, tenure or promotion.

16. Allowances

The following allowances, payable to the Student Services and Development Manager at the CHTM, shall be increased as indicated below in the respective tables:

i. Duty

Year	% Increase	Amount (Bah. \$)
As at 31-7-14	----	2,609.50 p.a.
1-8-14 to 31-3-15	0	2,609.50 p.a.
1-4- 15 to 31-7-15	4	2,713.88 p.a.
1-8-15 to 31-7-16	3	2,795.30 p.a.
1-8-16 to 31-7 -17	2	2,851.20 p.a.

ii. Telephone

Year	% Increase	Amount (Bah. \$)
As at 31-7-14	----	\$1,399.00 p.a.
1-8-14 to 31-3-15	0	\$1,399.00 p.a.
1-4- 15 to 31-7-15	4	\$1,454.96 p.a.

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1-8-15 to 31-7-16	3	\$1,498.61 p.a.
1-8-16 to 31-7-17	2	\$1,528.58 p.a.

iii. **Entertainment**

Year	% Increase	Amount (Bah. \$)
As at 31-7-14	----	\$1,749.63 p.a.
1-8-14 to 31-3-15	0	\$1749.63 p.a.
1-4-15 to 31-7-15	4	\$1,819.62 p.a.
1-8-15 to 31-7-16	3	\$1,874.21 p.a.
1-8-16 to 31-7-17	2	\$1,911.69 p.a.

17. Additional Item of Claim

It is agreed that the letter from the Principal to the President of the Union dated December 9, 2015 (attached hereto as **Appendix 2**), constitutes Management's response to the Additional Item of Claim regarding the Study and Travel Grant received from the Union on September 22, 2015, and forms part of this Agreement.

18. Dates for Payment

Payment at the new rates shall be made no later than August 2016.

Retroactive payments shall be made in two tranches: 50% by September 30, 2016 and the remaining 50% by October 31, 2016.

19. Scope and Definition of the Contract

This agreement shall apply to all Academic, Senior Administrative 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 2014 and shall remain in force for a period of three years ending on the thirty first day of July 2017, unless altered by mutual agreement.

Negotiations for a subsequent Collective Agreement shall begin no later than three months after submission of a claim by the Union.

Handwritten signature and initials, possibly 'P.B.' and 'A.H.M.', with the number '8' written below.

Should the negotiations for a new Collective Agreement not be completed by July 31, 2017, the provisions of this agreement shall be adhered to until a new Agreement takes effect.

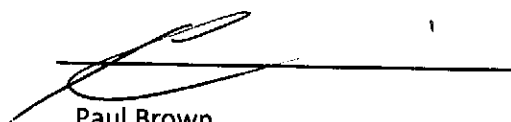
Except where specifically altered by this Agreement, all other Benefits, Terms and Conditions now enjoyed by members of the Bargaining Unit shall remain in force.

Signed on behalf of The University of the West Indies

Signed on behalf of the West Indies Group of University Teachers, Jamaica



Archibald McDonald
Pro Vice Chancellor and
Principal, Mona Campus



Paul Brown
President

APPENDIX 1

STAFF DOCUMENT EXAMINATION AND COMMENT FORM

1. I (Name of Staff Member) have received copies of the following documents:

Document List:

- 1) Title of Document, Date, Signed By, etc.
- 2) Y
- 3) Z
- 4) A
- 5) B
- 6) C

2. Being submitted by (Name of Officer/Position) concerning:

- a. Promotion to the Rank of: (Specify) [Senior Lecturer]
- b. Renewal of Contract:
- c. Crossing the Bar:
- d. Tenure:
- e. Other:

3. I agree with the contents of the documents: Yes No No Comment

4. I wish to submit a comment Yes No

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5. Applicable Only to Head of Department Comments

6. I wish to exercise my right to a Review under Ordinance 8, Clause 57:

Yes

No

7. I understand that if I wish to make a comment, I must submit this to the Campus Registrar/University Registrar within two weeks of receipt of this evaluation.

Signature of Staff Member being considered _____

Date

P.B.



THE UNIVERSITY OF THE WEST INDIES
MONA, JAMAICA

APPENDIX 2

OFFICE OF THE PRINCIPAL

*Professor Archibald McDonald, MBBS, FRCS Ed., FACS, DM (Surgery) UWI
Pro Vice Chancellor & Principal*

Dr Paul Brown,
President,
WIGUT (Ja.)
UWI,
Mona Campus,
Kingston 7.

December 9, 2015

Dear Dr. Brown,

Study and Travel Grant

I write further to my letter of even date in which I advised you of the response of the GOJ to the Additional Items of Claim for the Triennium 2014-2017 to indicate the Government's specific response to your claim for an increase in the Study and Travel Grant.

The GOJ has advised that it has no objections to your request that the Grant be increased by 25%, with effect from August 1, 2015. However, this would be based on the University's "ability to pay". The University is unable to meet this additional expenditure from income derived from non-GOJ sources and must therefore seek an increase in its annual subvention from the Government. We are in the process of doing so.

The University therefore agrees that, subject to the receipt of funding from the GOJ, the Study and Travel Grant shall be increased by 25%, with effect from August 1, 2015, until July 31, 2017.

The University wishes to signal that it will seek to have a meeting with the Union prior to July 31, 2017, to present any proposals it may have for variations from the pre-2013 status quo for implementation at the end of the moratorium.

Yours sincerely,


Archibald McDonald
PVC and Principal



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