

**COLLECTIVE LABOUR AGREEMENT BETWEEN THE UNIVERSITY OF
THE WEST INDIES AND THE WEST INDIES GROUP OF UNIVERSITY
TEACHERS (JAMAICA)
FOR THE PERIOD
AUGUST 1ST, 2017 TO JULY 31ST, 2020**

Preamble:

This Agreement made and entered into this ^{30th} day of July, 2018, 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 operation 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 fulfil its mission.

1. SALARY

Salaries shall be increased as follows:

- I. April 1, 2017 to July 31, 2017 - 3%
- II. August 1, 2017 to July 31, 2018 - 5%
- III. August 1, 2018 to July 31, 2019 - 2%
- IV. August 1, 2019 to July 31, 2020 - 4%
- V. August 1, 2020 to July 31, 2021 - 5%. This increase represents the first year salary increase for the Triennium August 1st, 2020 to July 31st, 2023. Salary increases for the remaining two years of the triennium, along with new claim items for the triennium will be negotiated by July 31st, 2020
- VI. The parties agree to abide by the terms set out in Appendix I (a) and 1 (b) of this agreement. (Letters dated March 20th, 2018)
- VII. The parties agree to abide by the terms set out in Appendix II of this agreement. (Letter dated May 9th, 2018)

2. BOOK GRANT

The parties agree that there shall be no increase in the Book Grant during the period of this agreement.

3. COMPENSATION REVIEW

- I. The parties agree to conduct a review of the salary scales to remove existing anomalies.
- II. The parties agree to abide by the terms set out in Clause 4 of Appendix II of this agreement.

4. STUDY AND TRAVEL GRANT

The parties agree to return to the status quo with respect to the formula for the calculation of Study and Travel Grant; i.e., the cost of an all-year return economy airfare to the United Kingdom, which is, determined at August 1st each year. At August 1st, 2017, the Study and Travel Grant was **JS603,000**.

5. PARENTAL/FAMILY LEAVE

The parties agree that staff members who engage in a process of adopting a child, shall be granted parental leave on a case by case basis.

6. TRAVEL ALLOWANCE FOR DEANS

- I. The parties agree that the Travel Allowance for Deans shall be **75 percent** of the rates paid by the Government of Jamaica as a Travelling Allowance, as currently applied to some members of Senior Management at UWI.
- II. The parties agree to meet at the local level for negotiations to establish a common interpretation of the provision in Clause I above.

7. OCCUPATIONAL SAFETY AND PROFESSIONAL LIABILITY

The parties agree that:

- I. The University shall make its best effort to remedy any Occupational Health and Safety conditions which may be detrimental to its employees.
- II. In cases where staff members are required to work in hazardous environments, they shall be supplied with protective gear such as boots, gloves and hard hats.
- III. Negotiations on the issue of co-payments or expenses incurred by members of staff for illness or injury in the workplace, or as a result of professional liability, shall continue at the local level.

8. RESPONSIBILITY ALLOWANCE

The parties agree that where a member of staff assumes the core duties and responsibilities of another member of staff and a Responsibility Allowance is to be paid:

- I. The maximum which shall be paid to a staff member as a Responsibility Allowance shall not exceed **25 percent** of emoluments of the higher grade. This sum shall be paid to a member of staff who is assigned responsibility for **50 percent** of the core functions of the position for which he or she is eligible to receive the allowance.

- II. A member of staff who is assigned responsibility for between **33 1/3 percent** and 50 percent of the core functions of the position for which he or she is eligible to receive a responsibility allowance, shall receive an allowance of **20 percent** of emoluments of the higher grade.
- III. The minimum which shall be paid to a staff member as a Responsibility Allowance shall be **15 percent** of the emoluments of the higher grade. This sum shall be paid to a member of staff who is assigned responsibility for between **20 percent** and **33 1/3 percent** of the core functions of the position for which he or she is eligible to receive the allowance.
- IV. The period of the assignment for which a Responsibility Allowance shall be paid shall not exceed **12 months** and must be communicated to the member of staff in writing.

9. ANNUAL LEAVE

The parties agree that HODs and Deans are entitled to Annual Leave. In the case of staff employed on or before July 31, 2007, this is 42 working days. For staff employed on or after August 1, 2007, leave is determined in accordance with the schedule of annual leave negotiated between the University and the Union.

10. AMENDMENT TO EXISTING COLLECTIVE LABOUR AGREEMENT FOR INSTRUCTORS

The parties agree that in cases where Instructors are required to perform duties at the level of Assistant Lecturer or above, the matter shall be referred to the Appointments Committee for consideration of the appointment of the staff member to the grade of Assistant Lecturer or above.

11. INSTRUCTORS ON INDEFINITE CONTRACTS

The parties agree that:

- I. Instructors who are on indefinite contracts shall be paid **100 percent** of existing benefits currently paid at **75 percent** (i.e., Housing Allowance, Study and Travel Grant, etc.).
- II. Instructors who are on indefinite contracts shall enjoy all other benefits enjoyed by members of the bargaining unit who are at the level of Assistant Lecturer or above.

12. ASSIGNMENT OF ADMINISTRATIVE DUTIES TO SUB-SECTIONS

The parties agree that:

- I. Academic Staff who are requested to head/coordinate Sections related to teaching and learning in a department will be compensated at a level to be agreed on by both parties.
- II. The aforementioned will be settled within three months of the signing of this agreement.

13. AMENDMENT TO THE GRIEVANCE CLAUSE

The relevant clauses in the Individual and Collective Grievance procedures shall be amended as follows:

“The case shall be referred to the Ministry of Labour and, arising out of the conciliation process, the Minister shall determine whether the matter should be referred to the IDT. If the Minister rules that the matter should not be referred to the IDT then local arbitration shall be effected under the auspices of the Ministry of Labour. Arbitration shall be by a suitable, independent and mutually agreed arbitrator or arbitrators whose decisions shall be final and binding on both parties. The parties agree that the arbitrator(s) shall be selected within ten (10) days of receipt of the case. The terms of reference to be placed before the arbitrator(s) shall be mutually agreed.

14. TUITION EXEMPTION FOR SPOUSES/DEPENDENTS IN NON-UGC/CGC FUNDED PROGRAMMES

The parties agree that Dependents and/or Spouses of members of staff (as defined in Section 1 of the Rules for Academic, Senior Administrative and Professional Staff) shall be eligible for exemption from tuition in non-UGC/CGC funded programmes on the following conditions:

- a. The full-time employee to whose dependent or spouse the benefit would apply is himself/herself eligible for the remission of tuition and other fees in such programmes;
- b. The recipient of the fee waiver is not in receipt of a scholarship or any other award which includes payment of tuition fees;
- c. The full-time employee to whom the benefit applies remains in the service of the University;
- d. Three (3) tuition exemptions shall be available to the spouse and/or his/her dependents. Of these three, only one (1) can be used for a graduate programme, with the other two being available for undergraduate programmes.
- e. One (1) graduate programme exemption may be accessed by a spouse and/or his/her dependent who has already received an exemption from an undergraduate programme.
- f. Dependents and/or spouses must complete their degree in the time allotted by the University for Normal Completion.
- g. 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 enrolment falls below that projected by the University no tuition exemption shall be granted.

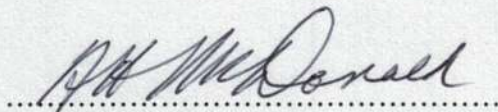
15. SCHEDULE FOR SETTLEMENT OF LOCAL LEVEL MATTERS

The parties agree that negotiations on local level matters shall be completed within 6 months of the signing of this agreement.

16. SCOPE AND DURATION

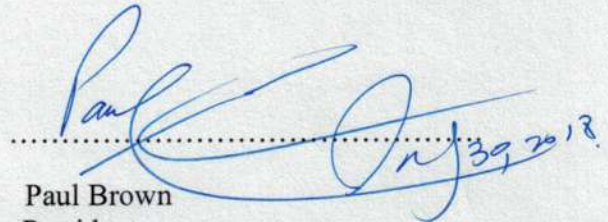
- I. This agreement shall apply to all Academic, Senior Administrative and Professional Staff who are employed in posts assigned to the Mona Campus, including the Western Jamaica Campus, and resident in Jamaica. It shall commence as from August 1, 2017 and shall remain in force for a period of three years ending on July 31, 2020, unless altered by mutual agreement.
- II. Negotiations for a subsequent Collective Agreement shall begin no later than three months after submission of a claim by the Union.
- III. Should the negotiations for a new Collective Agreement not be completed by July 31, 2020, the provisions of this agreement shall be adhered to until a new Agreement takes effect.
- IV. 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
(Jamaica)
West Indies



Archibald Mc Donald
Pro-Vice Chancellor and
Principal of the Mona Campus

Signed on behalf of WIGUT



Paul Brown
President

COLLECTIVE AGREEMENT BETWEEN THE UNIVERSITY OF THE WEST INDIES AND THE WEST INDIES GROUP OF UNIVERSITY TEACHERS (JAMAICA) FOR THE PERIOD AUGUST 1, 2017 TO JULY 31, 2020

Preamble

This Agreement made and entered into this ^{20th} day of March 2018, 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.

Salary

I. Salaries shall be increased as follows:

April 1, 2017 – July 31, 2017 --- 3%

YEAR 1

August 1, 2017 -- July 31, 2018 --- 5%

YEAR 2

August 1, 2018 – July 31, 2019 ---2%

Year 3

August 1, 2019—July 31, 2020 --- 4%

Year 4

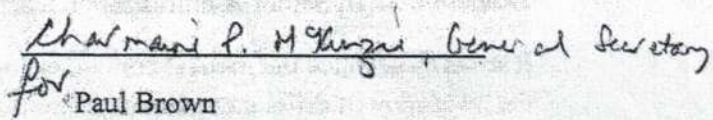
August 1, 2020 – July 31, 2021 – 5%

Signed on behalf of The University of the
West Indies



Archibald McDonald
Pro Vice Chancellor and
Principal, Mona Campus

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


for

Paul Brown
President

Appendix I (B)



THE UNIVERSITY OF THE WEST INDIES
MONA, JAMAICA

OFFICE OF THE PRINCIPAL

20 MAR 2018

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

Our Reference

March 20, 2018

Prof. Paul Brown
President
WIGUT (Jamaica)
The University of the West Indies
Mona
Kingston 7

Dear Prof. Brown,


Proposal re Salary Review

As you may be aware, the Campus has been working assiduously to address the need to offer more competitive salaries which would better position us to attract and retain high quality staff. We have had much deliberation on this matter, and I am now writing to put forward the following proposal for the consideration of WIGUT (Jamaica):

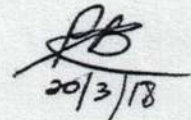
- a. For the period August 1, 2018 to July 31, 2019, staff shall be paid three increments, inclusive of the 2% offered by the Government of Jamaica for this period;
- b. For the period August 1, 2019 to July 31, 2020, staff shall be paid three increments inclusive of the 4% increase in salary offered by the Government of Jamaica for this period.

I trust that WIGUT will accept this offer and look forward to your early response.

Yours sincerely


Archibald McDonald

PVC and Principal





THE UNIVERSITY OF THE WEST INDIES
MONA, JAMAICA

OFFICE OF THE PRINCIPAL

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

Our Reference

May 9, 2018

Professor Paul Brown
President,
West Indies Group of University
Teachers
UWI, Mona

Dear Professor Brown,

RE: Payment schedule for WIGUT CBA

In keeping with the payment schedule of the New Collective Bargaining Agreement between the UWI, Mona and the West Indies Group of University Teachers (WIGUT), this serves to confirm that payments will be made to the members of the Bargaining Unit as set out below:

1. The Retroactive payments of (3%) for the period April 1, 2017 – July 31, 2017 will be paid on or before June 1, 2018.
2. The Retroactive payments for the period August 1, 2017 – January 31, 2018 (5%), will be paid on or before June 1, 2018. The residual retroactive payment for the period February 1, 2018 – April 30, 2018 will be paid in August, 2018.
3. The new rates for the current period will be implemented on or before May 25, 2018.