



**CONSOLIDATED
AGREEMENTS BETWEEN
UWI, MONA AND WIGUT,
JAMAICA FOR: 1975 -2017**



Table of Contents

CONSOLIDATED WIGUT AGREEMENTS FOR MONA CAMPUS 1975-2002.....	9
Access to Personal Files.....	9
90 Mona	9
93 Mona	9
96 Mona	9
08 Mona (<i>Supplementary Agreement</i>)	10
Accounting Assistant	10
93 Mona	10
96 Mona	10
Acting Allowance	10
78 Mona	10
96 Mona	10
Administrators.....	11
93 Mona	11
96 Mona	11
99 Mona	11
Allowances (Non-specified)	15
02 Mona	15
Assessment & Promotions: Senior Administrative and Professional Staff	15
99 Mona	15
02 Mona	15
08 Mona	16
*Re: Local Level Negotiations on Matters Carried Over from Previous Triennial	
Negotiations	17
Assistant Accountant	18
93 Mona	18
Baggage Allowance	18
84 Mona	18
Blue Book Negotiations.....	18
93 Mona	18
Book Grant.....	18
75 Mona	18
78 Mona	18
81 Mona	19
84 Mona	19
87 Mona	19
90 Mona	19
93 Mona	19
99 Mona	19
02 Mona	20
05 Mona	20
08 Mona	20
11 Mona	20
14 Mona	20
Bookshop Manager	21

87 Mona	21
02 Mona	21
Car Loans (See Motor Car Loans)	21
Conditions of Work.....	21
99 Mona	21
02 Mona	22
08 Mona (<i>Supplementary Agreement</i>)	22
11 Mona	23
Consultants.....	23
02 Mona	23
08 Mona (<i>Supplementary Agreement</i>)	23
Consumption Loan.....	23
02 Mona	23
Copies of Letters & Memoranda (See Access to Files).....	23
Copies of Charter, Statutes, Ordinances, etc.....	23
02 Mona	23
Customer Charter	24
02 Mona	24
08 Mona (<i>Supplementary Agreement</i>)	24
Deans.....	24
96 Mona	24
02 Mona	25
05 Mona	25
08 Mona	25
11 Mona	26
14 Mona	26
Death Benefits.....	26
90 Mona	26
08 Mona (<i>Supplementary Agreement</i>)	26
Dependent's Education (See Tuition Fees).....	27
Deputy Dean/Vice Dean/Associate Dean	27
84 Mona	27
96 Mona	27
Duty Allowance	27
96 Mona	27
99 Mona	27
Disciplinary Procedures	28
99 Mona	28
Entertainment Allowance.....	28
81 Mona	28
84 Mona	28
87 Mona	28
90 Mona	29
93 Mona	29
99 Mona	29
02 Mona	30

Evaluation and Promotion (See Assessment and Promotion).....	30
Fellowship Leave	30
Foreign Language Instructors	30
78 Mona	30
02 Mona	30
Grievance Procedure.....	30
93 Mona	30
96 Mona	30
11 Mona	31
Health Scheme	31
87 Mona	31
90 Mona	31
96 Mona	32
99 Mona	32
11 Mona	32
14 Mona	33
House (Mortgage) Loan.....	33
84 Mona	33
87 Mona	33
90 Mona	33
96 Mona	33
99 Mona	34
02 Mona	34
Housing Allowance and Entitlements.....	34
78 Mona	34
81 Mona	35
84 Mona	35
87 Mona	35
93 Mona	35
99 Mona	35
02 Mona	36
11 Mona	36
14 Mona	37
Implementation	37
84 Mona	37
87 Mona	37
90 Mona	37
93 Mona	38
96 Mona	38
99 Mona	38
02 Mona	38
Instructors	38
99 Mona	38
14 Mona	40
Job Descriptions.....	40
93 Mona	40

Local Leave.....	40
84 Mona	40
96 Mona	40
02 Mona	42
08 Mona	42
11 Mona	44
14 Mona	46
Paternity Leave	47
14 Mona	47
Local Level Agreements	47
84 Mona	47
96 Mona	47
02 Mona	48
05 Mona	48
08 Mona	48
WIGUT Executive and Staff (Local Level)	49
11 Mona	50
Working Arrangements.....	50
11 Mona	50
Maternity Leave	51
78 Mona	51
81 Mona	51
Medical Staff: Assessment of Qualifications.....	52
78 Mona	52
Motor Car Facilities	52
87 Mona	52
90 Mona	52
93 Mona	52
Motor Car Loans	52
75 Mona	52
78 Mona	53
84 Mona	53
87 Mona	53
90 Mona	53
93 Mona	53
96 Mona	53
99 Mona	54
02 Mona	54
08 Mona	54
11 Mona	55
Negotiations Leave	55
96 Mona	55
Negotiation Schedule	55
93 Mona	55
96 Mona	55
New Categories of Staff.....	55

93 Mona	55
02 Mona	55
Optical and Dental (See Health Scheme).....	56
Other Benefits	56
78 Mona	56
84 Mona	56
87 Mona	56
90 Mona	56
93 Mona	56
02 Mona	56
Passages	56
02 Mona	56
Pension Scheme	57
99 Mona	57
14 Mona	58
Preamble	58
96 Mona	58
99 Mona	59
02 Mona	59
05 Mona	59
08 Mona	59
11 Mona	59
14 Mona	59
Printery Manager	60
02 Mona	60
Productivity Incentive Scheme	60
99 Mona	60
Promotion from ATS to WIGUT Category	60
02 Mona	60
Prorating of Benefits	60
02 Mona	60
Readers.....	61
96 Mona	61
Redundancy.....	61
96 Mona	61
99 Mona	62
Regularisation of Benefits/Allowances.....	62
96 Mona	62
Renegotiating Employment Contracts	62
02 Mona	62
Renewal of Contracts	62
02 Mona	62
11 Mona	63
14 Mona	63
Contracts	64
08 Mona	64

11 Mona	65
Research & Publications	65
99 Mona	65
14 Mona	65
Research Assistants.....	66
93 Mona	66
96 Mona	66
14 Mona	66
Research Fellowships.....	66
Responsibility Allowance	66
78 Mona	66
81 Mona	66
84 Mona	67
90 Mona	67
99 Blue Book 73	67
Retirees	67
99 Mona	67
11 Mona	67
Sabbatical Leave	68
78 Mona	68
84 Mona	68
87 Mona	68
90 Mona	68
99 Mona	68
05 Mona	69
14 Mona	69
Salary	69
75 Mona	69
78 Mona	70
81 Mona	70
84 Mona	71
87 Mona	71
90 Mona	71
93 Mona	72
96 Mona	72
99 Mona	72
02 Mona	73
05 Mona	73
08 Mona	73
*Re: Local Level Negotiations on Matters Carried Over from Previous Triennial	
Negotiations	74
11 Mona	74
14 Mona	74
Scope and Duration.....	75
78 Mona	75
87 Mona	75

96 Mona	75
99 Mona	75
99 Centre	76
02 Mona	76
05 Mona	76
08 Mona	77
11 Mona	77
14 Mona	78
Settling-in Loans	78
02 Mona	78
Study and Travel Grant	78
75 Mona	78
78 Mona	79
81 Mona	79
90 Mona	79
93 Mona	79
99 Mona	79
02 Mona	80
05 Mona	80
08 Mona	80
11 Mona	80
14 Mona	81
Study Leave	81
75 Mona	81
84 Mona	82
99 Mona	82
Supervisor of Works	82
78 Mona	82
Subsistence Rates	82
99 Mona	82
Teaching Assistants	82
96 Mona	82
Technology/Instructional Grant	83
96 Mona	83
Transfers	83
02 Mona	83
Transportation Allowance	83
78 Mona	83
81 Mona	84
84 Mona	84
87 Mona	84
90 Mona	85
93 Mona	85
96 Mona	85
99 Mona	85
Traveling Allowance	86

99 Mona	86
Travel Insurance (Health, Personal Accident, Baggage)	86
87 Mona	86
99 Mona	87
Tuition Fees	87
84 Mona	87
11 Mona	87
Material Support	90
14 Mona	90
Union/Management Meetings.....	91
99 Mona	91
11 Mona	91
14 Mona	91
Units, Definition and Head's Allowances	91
96 Mona	91
99 Mona	92
02 Mona	92
08 Mona (<i>Supplementary Agreement</i>)	92
*Re: Claim pertaining to the 'Definition of Units'	92
Upgrading Teaching & Washroom Facilities	93
99 Mona	93
Vacation Leave (See Local Leave)	93
Vice Dean (See Deputy Dean)	93
Work Week	93
96 Mona	93
Payment Schedule	94
05 Mona	94
08 Mona	94
Protocol	94
08 Mona	94
Claims	96
14 Mona	96
Expansion of the University.....	96
11 Mona	96
Discrimination and Victimization.....	96
11 Mona	96
Workload.....	97
08 Mona (<i>Supplementary Agreement</i>)	97
Reward Scheme	97
08 Mona (<i>Supplementary Agreement</i>)	97

CONSOLIDATED WIGUT AGREEMENTS FOR MONA
CAMPUS 1975-2002

Access to Personal Files

90 Mona

9. Starting from 19th November 1990 all members of staff shall be sent copies of any letters, reports or memoranda referring to them written by their Head of Department, Head of Section or equivalent responsible.

93 Mona

8. The University shall respond by 1/10/94 to the Union's proposal that staff have access to their files as a mechanism for ensuring that the existing agreement (Clause 9, 90-93 Contract) is honoured.

96 Mona

15. Members of the Union shall have access to their official personal files maintained by the University. All official personal files shall be made available for examination on location in the presence of the relevant University Officer or Nominee.

No materials relating to the staff member's academic/professional performance and conduct shall be placed in the member's file without the member being given the opportunity to read the document and attach any comments he or she may so desire. Each such document shall be initialed by the member and returned to the relevant University Officer as evidence of having read the document.

The initialing shall not be deemed to constitute approval by member of the contents of such a document. If the member refuses to initial such document after having been given the opportunity to read same, a statement to that effect shall be affixed to the document by the relevant University Officer or Nominee and witnessed by another member of the Bargaining Unit.

In the event that personal files are kept by Deans, Heads of Department/Section/Unit, all such files shall be made accessible on location to the respective members of staff at their request, in the presence of the relevant Dean, Head of Department/Section/Unit or nominee.

The foregoing is in addition to the existing agreement that all members of staff shall be sent copies of any letters, reports or memoranda referring to them written by their Head of Department, Head of Section or equivalent responsible officer.

08 Mona (Supplementary Agreement)

21. Information Security Policy

The University shall establish a Committee, on which the Union will be represented, to devise a comprehensive policy on the security of the personal data it holds. The Committee shall report no later than July 31, 2008.

Accounting Assistant

93 Mona

5. Job descriptions, Terms & Conditions of Service & Promotion for the posts of (i) Assistant Accountant, (ii) Accounting Assistant and (iii) those staff currently designated Research Assistants who are working on the computerization of Registry, Bursary etc. shall be as set out in Appendix I. In the case of those staff in (iii) above not now included in superannuation provisions or their equivalent, 10% of salary in lieu of superannuation shall be paid retroactive to the start of their initial contract where there was no such provision.

96 Mona

9. Accounting Assistants and Teaching/Research Assistants shall receive 75% of the Housing Allowance after five (5) years continuous service in those grades or above.
Administrators shall receive a Housing Allowance equivalent to 10% of salary.
Accounting Assistants shall be eligible for Assisted Leave.

Acting Allowance

78 Mona

10. The Negotiating Sub-Committee noted the following agreements made at the local level as reported by WIGUT, Mona:
(iii) Agreed that responsibility and entertainment allowances shall be paid to persons who act for those entitled to such allowances when the period of such acting lasts for 28 days or more.

96 Mona

10. Persons required to act in posts above their substantive post for more than twenty-eight (28) days will be given a formal letter to that effect. The minimum of the salary scale of the higher grade will apply during the period of appointment. In cases where the appointee's salary already exceeds that at the bottom of the higher scale, the person shall be placed at a point in the new scale which is equal to his/her current salary or the point above and shall then receive one increment. All allowances associated with the higher post/grade will be paid to the acting appointee

99 Blue Book 79-80

Administrators

93 Mona

(Separate negotiation and agreement for Grade of Administrator)

1. Salary scales shall be:

1/8/93 – 31/7/94:	449,844 x 29,832 – 599,004
1/8/94 – 31/7/95:	490,368 x 32,508 – 652,908
1/8/95 – 31/7/96:	534,516 x 35,448 – 711,756
2. Entertainment Allowance shall be paid as follows:

1/8/93 – 31/7/94:	34,728
1/8/94 – 31/7/95:	37,860
1/8/95 – 31/7/96:	41,268
3. Transportation Allowance shall be paid as follows:

1/8/93 – 31/7/94:	41,604
1/8/94 – 31/7/95:	45,348
1/8/95 – 31/7/96:	49,428
4. Annual Book Grant shall be available under the standard terms and conditions as follows: 93/94: \$8,277; 94/95: \$13,243; 95/96: \$15,891.
5. Car and Consumption Loans shall be available as per terms and conditions existing for the Bargaining Unit.
6. The standard Superannuation Scheme arrangements shall apply.
7. In converting from points in old scale to a new, a proportional formula shall be used (e.g. a person who was 40% up the scales in the old scales on 31/7/93 will be placed 40% up the new scales w.e.f. 1.8.93).
8. Automatic increment dates shall be 1st September annually.
9. All other terms and conditions of service which now obtain for Administrators shall remain the same except where specifically altered by mutual agreement.

96 Mona

9. Accounting Assistants and Teaching/Research Assistants shall receive 75% of the Housing Allowance after five (5) years continuous service in those grades or above.
Administrators shall receive a Housing Allowance equivalent to 10% of salary.
Accounting Assistants shall be eligible for assisted leave.

99 Mona

6.
 - a. Administrators shall be reclassified effective 1st August, 1999.
 - b. Members of the Union reclassified as in 6)a above shall, as of 1st August, 1999, be entitled to the same tenure and retirement arrangements as Assistant Registrars.
 - c. Members of the Union reclassified as in 6)a above, shall be covered by the FSSU Pension Scheme effective 1st August, 2000 and shall have the

- option of transferring funds held in their current Mutual Life pension scheme into the FSSU Pension Scheme.
- d. Members of the Union reclassified as in 6)a above, shall be entitled to Study and Travel Grant.
 - e. The emoluments package and conditions of service of the members of the Union reclassified as in 6)a above, shall be brought into line with other relevant categories of WIGUT staff and transitional arrangements settled at the local level no later than July 5, 2000.

[Reclassification of Administrators –Memorandum of Agreement between UWI and WIGUT (Jamaica), 13.6.01.]

This agreement made and entered into this – day of – by the University of the West Indies, hereinafter referred to as the University and the West Indies Group of University Teachers (Jamaica) hereinafter referred to as the Union shall apply to all members of staff who were in a post designated Administrator on August 1 1999 or at a subsequent date thereafter. Its purpose is to give effect to item 6 “Administrators’ of the agreement made and entered into between the two parties on the 28th day of June 2000 and shall run concurrently with that agreement.

Interpretation

Wherever the term “member of staff” is used in this agreement it shall refer to all members of staff covered by this agreement unless indicated otherwise by the context.

Reclassification of Administrator Posts

All positions that are currently designated Administrator shall be reclassified with immediate effect as Administrative Officer 1/Administrative Officer 2.

No new members of staff shall be appointed to the grade of Administrator after August 1, 2000.

Period of Transition

There shall be a period of transition during which members of staff currently in the grade of Administrator shall have their emoluments package brought in line with that of the Administrative Officer grades.

Retirement and Pension Scheme

Members of staff shall be covered by the FSSU Pension Scheme effective August 1, 2000 and shall have the option of transferring fund held in their current Mutual Life Pension Scheme into the FSSU Pension Scheme.

As of August 1, 1999 all members of staff who were at that time or subsequently designated Administrators shall be entitled to the same tenure and retirement arrangements as Assistant Registrars.

Those members of staff who have not yet attained the age of 58 years shall prior to attaining this age indicate to the University whether they wish to retire at the age of 60 or 65.

Those members of staff who have already attained the age of 58 but have not yet attained the age of 60 should indicate by August 31, 2001 whether they wish to retire at age 60 or 65.

Those members of staff who attained the age of 60 since August 1, 1999 shall by August 31, 2001 indicate whether they wish to retire at the end of their current contract or whether they would wish to retire at age 65. Where members of staff do not indicate their choice of retirement date their retirement date shall be the earlier of the two choices.

Should the existing arrangements with regard to retirement age change for other members of staff not covered by this agreement, these changes shall apply to the members of staff covered by this agreement in as far as it may allow them to retire prior to the age of 65 notwithstanding their having exercised the option to 65.

Assisted Passage Leave/Study and Travel Grant

Members of staff for whom Assisted Passage leave was not approved to be taken on a date subsequent to August 1, 1999 shall no longer be entitled to Assisted Passage Leave. Such members of staff shall be credited with Study and Travel Grant from August 1, 1999 on the same basis as Assistant Registrars.

In addition to the above such members of staff shall have credited to their Study and Travel Grant a sum equivalent to the product of the number of years served (that would have counted towards eligibility for assisted passage leave) times one sixth the value of the sum that they would have received should they have been eligible to go on Assisted Passage Leave on August 1, 1999.

Members of staff for whom Assisted Passage Leave was approved to be taken on a date subsequent to August 1, 1999 shall have a choice with respect to the transition to Study and Travel Grant eligibility. They may opt to be treated in the same manner as those members for whom Assisted Passage Leave was not approved to be taken subsequent to August 1, 1999. Alternatively they may opt to go on Assisted Passage Leave as approved. In the latter case they shall be credited with Study and Travel Grant from the date of service that would have begun to count for the next Assisted Passage Leave or August 1, 1999, whichever is later.

If any of their service prior to August 1, 1999 would have counted for eligibility for a subsequent Assisted Passage leave this service shall be counted for credit to Study and Travel Grant in the manner specified above. If any of the service after August 1, 1999 would have counted for eligibility for a subsequent Assisted Passage leave this service shall be counted for credit to Study and Travel Grant on the same basis as Assistant Registrars.

Study Leave

In determining when a member of staff becomes eligible for full Study Leave one half of the number of years of service that would have qualified them for their next Assisted Passage Leave shall be counted.

Other Types of Leave

All matters relating to other types of leave shall be the subject of a second agreement.

Salary and Allowances

Over the period August 1, 199 to July 31, 2002 the salary and emoluments package of members of staff covered by this agreement shall be reconfigured to bring them in line with the package appropriate to the Administrative Officer 1. To this end the members of staff shall receive increases in their total package equivalent to those received by other members of staff whose salary package is comparable to the members of staff covered by this agreement.

The reconfigured package shall in total value be equivalent to what the members of staff would have received if they had been granted salary increases of 4%, 3%, 3% and had their entertainment and transportation allowances rolled into salary. But the new package shall be constructed based on lower increases on salary and the rolling in of the entertainment and transportation allowances into housing allowance, which shall be brought into line with that received by Assistant Registrars.

At the end of the transitional period the main elements of the emoluments package shall no longer be a basic salary, a 10% housing allowance, an entertainment allowance and a transportation allowance. In place of these there shall be a basic salary and a 30% housing allowance as well as a 10% Special Housing Allowance.

For detailed salary scales and allowances to be paid, see relevant sections of agreed schedule of salaries and allowances applicable to WIGUT staff for the triennium August 1, 1999 to July 31, 2002.

Housing

As of August 1, 2000, the members of staff covered by this agreement shall be entitled to University housing in accordance with clause 93-102 of the Blue Book.

Travelling Allowance

All members of staff currently appointed to a post designated Administrator shall continue to receive a traveling allowance when reclassified as an Administrative Officer. The decision as to whether new members of staff appointed after August 1, 2000 to the positions reclassified as Administrative Officer that were formerly designated as Administrator posts shall receive a travelling allowance shall be determined in accordance with Rule 87(a) and (c) of the Blue Book.

Review

All matters with respect to review shall be the subject of a second negotiation.

Other Terms and Conditions of Service

Any Benefits, Terms and Conditions not specifically addressed in this Agreement which are applicable to Assistant Registrars shall also apply to those members of staff covered by this Agreement.

Allowances (Non-specified)

02 Mona

2. b. All allowances not covered by other agreements shall be increased as follows:

3% w.e.f.	1.8.02
3% w.e.f.	1.8.03
3% w.e.f.	1.8.04

99 Blue Books 70

Assessment & Promotions: Senior Administrative and Professional Staff

99 Mona

22. Settled by way of Document on the setting up of Analogue committees, dated 9.8.99, which was tabled by management and is included as Appendix 6. Appendix 6: Letter to President of WIGUT (Jamaica) from Campus Registrar, 6.12.99.

Please find attached hereto for your guidance, a document setting out the composition of non-Faculty Advisory Committees on Assessment and Promotion as approved by the University Appointments Committee.

Attachment:

[NB: Something seems to be missing, possibly an entire page; below are the contents of p. 2.]

1 person identified by the Chair (for cases in a particular area)
University Registrar and University Bursar

Campus Committee for Other Senior Administrative and Professional staff

Principal as Chair

Deputy Principal

Head of Department (for cases in the relevant area)

1 person elected from among staff in these areas to sit for all cases

1 person identified by the Head of Department (for cases in a particular area)

2 Deans chosen by the Chair

Registrar and Bursar

02 Mona

16. [Procedures for Evaluation and Promotion]

Steps shall be taken to streamline the evaluation and promotion procedures to eliminate delays. Where the promotion of a member of staff has been delayed by the failure of Management to adhere to the deadlines set out in the provisions for evaluation and promotion of staff, the promotion of the member of staff shall be made retroactive to the date on which it would have become effective if the guidelines had been followed.

This matter shall be pursued through Local Level Negotiations.

17. [Benchmarks and Targets for the Promotion of Staff]

The promotion of all levels of staff shall be done in accordance with the benchmarks and targets agreed to between the union and management.

This matter shall be pursued through Local Level Negotiations.

18. [Special increments]

Guidelines shall be developed to ensure that the criteria for the provision of Special Increments set out in Ordinance 8 clause 20 (b) are applied in a transparent and consistent manner.

This matter shall be pursued through Local Level Negotiations.

19. [Assessment of the Senior Administrative Staff and Professional Staff]

The annual assessment of members of the Senior Administrative Staff and Professional Staff shall be fully implemented in accordance with the procedures established with the Career Path Process. In particular goals and objectives shall be set for members of staff for each year and an annual assessment shall be carried out in relation to the goals and objectives which were set for the member of staff.

20. [Board for Senior Administrative and Professional Staff (see also Item 20 of 99 Mona)]

Immediate steps shall be taken to establish an entity equivalent to the Faculty Board for Academic Staff, to deal with matters relating to the Senior Administrative Staff and Professional Staff.

This matter shall be pursued through Local Level Negotiations.

99 Blue Books 1-21

98 Statute 35

98 Ordinance 8 (11-22)

08 Mona

8. [Promotion]

Having reviewed the relevant documentation, the University and the Union agree that:

- i. The current deadlines are adequate for the submission of applications for evaluation and promotion;
- ii. The existing timetable allows for the promotion of members of staff to be effected at the beginning of the academic year following the evaluation process;
- iii. There are already in place an appeals process and a grievance procedure to allow staff members to appeal decisions of the Appointments Committee.

Supplementary Agreement

2. Promotion (Local Level)

In the interest of fairness the Union proposes that individuals who are promoted (to lecturer, senior lecturer to professorship or who cross the bar) be advised of

their promotion and receive their salary increases within one calendar month of their promotion being approved by the Appointments Committee’.

12. Career Path
Management would, subsequent to 10.12.07, consult with the affected members of staff, i.e. Engineers, Estate Managers and Superintendents of Works, to develop criteria for promotion to Senior Level III and any other related outstanding career path issues. This consultation should be carried out in time for the recommendations to be considered at the Career Path meeting due to be held at the end of January 2008. The Unions across the Campuses should take steps to name their co-chair.
16. CV Formats (Procedures for Evaluation and Promotion)
Formats for the curriculum vitae for all the categories of the Bargaining Unit shall continue to be the subject of agreement between the University and the Union. The University undertakes to review the case of any member of the Bargaining Unit who submits evidence to indicate that he/she has suffered in the course of the assessment or evaluation process as a result of an inappropriate CV format.
17. Benchmarks and Targets for the Promotion Process
All instruments used in the appraisal, assessment and evaluation of the performance of staff shall only be implemented after agreement between the University and the Union.
18. Special Increments
The University agrees to draw to the attention of all parties involved in the assessment and evaluation process the existence of the Award of Special Increments as an option where the required conditions are met.
19. Assessment of Senior Administrative and Professional Staff
The University shall seek to ensure compliance with the requirement that Senior Administrative and Professional Staff be assessed annually, using the approved instruments.
20. Board for Senior Administrative and Professional Staff
This item is withdrawn by the Union as indicated in the side letter from the Union to the Principal attached as Appendix I* to this Agreement.

*Re: Local Level Negotiations on Matters Carried Over from Previous Triennial Negotiations

Of the list of items for negotiation, WIGUT (Jamaica) wishes to indicate the following:

(2) In relation to Item 21, A Board for Senior Administrative and Professional Staff, the Union would like to have this matter cease to be the subject of negotiation.

Assistant Accountant

93 Mona

5. Job descriptions, Terms & Conditions of Service & Promotion for the posts of (i) Assistant Accountant, (ii) Accounting Assistant and (iii) those staff currently designated Research Assistants who are working on the computerization of Registry, Bursary etc. shall be as set out in Appendix I. In the case of those staff in (iii) above not now included in superannuation provisions or their equivalent, 10% of salary in lieu of superannuation shall be paid retroactive to the start of their initial contract where there was no such provision.

Baggage Allowance

84 Mona

WIGUT agrees to refer to F.&GPC the matter of using the rate applicable for Cave Hill.

99 Blue Book 61-66

Blue Book Negotiations

93 Mona

The University shall provide the Union for local level negotiation a draft revision of the Blue Book (Mona Appendices) by the end of October, 1994.

Book Grant

75 Mona

5. Agreed that members of the academic and Library Staff will be eligible for a matching grant not exceeding \$100 per annum, for purchasing academic books through the University bookstore.

78 Mona

5. Agreed that: This grant shall be a 100% reimbursement for books, journals and teaching aids purchased, with the constraint that at least 50% of the total grant shall be tied to purchases through the University Bookshops.

The grant shall be calculated to give parity across campuses, based on the St. Augustine grant of TT\$360 p.a. For Mona this will be converted J\$ with effect from August 1, 1978. The allowance will be adjusted on 1st August each year in order to maintain parity with the allowance payable in TT\$. Subscriptions which may be charged to the Book Grant are also subscriptions to learned or professional societies or organisations which carry the right to receive proceedings and/or journals at no additional cost and/or at reduced rates. Where such rights are not carried, subscriptions for mere membership of a society or organization may not be charged. Professional fees which may not be charged are those required by Law for the right to practice a profession in the country concerned whether or not those fees carry the right to receive publications at no additional or reduced costs.

Portions of this grant outstanding for individual members at 31st Jul, 1978 shall not lapse but shall remain to be utilized as matching grants.

From and after 1st August 1978 unutilised portions of the grant shall not lapse.

81 Mona

- f. Book Grant – To be increased to \$634 per annum

84 Mona

3. The book grant shall be increased to \$1,500 per annum on existing terms, but based solely on the Jamaican dollar.
Persons going on retirement shall be entitled to use the balance of their Book Grant up to one year after retirement.

87 Mona

2. The Book Grant shall be increased to \$3,000.00 per annum for the entire Triennium.
11. The University commits itself to concluding negotiations by July 1, 1988, on the claim re Travel Allowance and Book Purchase.

90 Mona

3. The Book Grant shall be \$4,360 in contract year 1990/91, \$4,905 in 1991/92 and \$5,518 in 1992/93.

93 Mona

2. The Book Grant shall be increased to \$8277 for 93/94; \$13243 for 94/95, and \$15891 for 95/96 and 25% minimum shall be tied to purchases from the University Bookshop.

For Administrators See **93 Mona Administrator, 1.**

99 Mona

4. The Book Grant shall be increased as follows:
4% w.e.f. 1.8.99

- 3% w.e.f. 1.8.00
- 3% w.e.f. 1.8.01

Effective August 1, 2000, the requirement that percentage of the Book Grant be used up by way of purchases at the University Bookshop shall be removed. The practice whereby the University assists WIGUT members by providing some portion of the grant in foreign exchange shall cease as of this date.

02 Mona

- 3. [Grant for Books and Other Professional Materials]
This grant shall be increased to the following amounts:
\$35,0000.00 w.e.f. 1.8.03
\$40,000.00 w.e.f. 1.8.04
- 7. Where the length of a member of staff contract is not a whole number multiple of twelve months, all benefits with the exception of the Study and Travel Grant shall be prorated.

99 Blue Books 72

05 Mona

- 3. The Book Grant shall be increased to the following amounts:
Effective August 1, 2006 \$60,000
Effective August 1, 2007 \$65,000

08 Mona

- 4. [Grant for Books and other Professional Materials]
This grant shall be increased to the following amounts:
\$80,000 w.e.f 1.8.08
No additional increase w.e.f 1.8.09
\$84,000 w.e.f 1.8.10

11 Mona

- 3. There shall be no increase in the Grant for Books and other Professional Materials in the triennium August 1, 2011 to July 31, 2014.

14 Mona

- 4. Subject to the receipt of funding from the GOJ, the existing grant for the purchase of books and other professional materials shall be increased to the following amounts:
\$200,000 w.e.f 1.4.15
\$206,000 w.e.f 1.4.16
\$210,120 w.e.f 1.8.16

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:

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.

7. [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.

Bookshop Manager

87 Mona

11. The University commits itself to concluding negotiations by July 1, 1988, on the claim re Travel Allowance and Book Purchase.

02 Mona

8. The managers of the University Bookshop and the Printery shall be entitled to the following additional benefits enjoyed by Senior Administrative and Professional Staff: Sabbatical Leave, Assisted Leave, Passage and Baggage.

Car Loans (See Motor Car Loans)

Conditions of Work

99 Mona

1. This item is settled by way of Side Letter as Appendix 1 of Agreement. Appendix 1 (letter of 22.6.99 from Campus Principal to President of WIGUT):
With respect of the submissions contained in WIGUT document 'Conditions of Work for WIGUT Level Employees of UWI', which was presented as part of the negotiations for the 1999-2000 Collective Agreement, the University agrees to set up 'A Conditions of Work Oversight Committee'. This committee shall consist of 2 persons named by the University, 2 by Union and the 5th member to be mutually agreed between the parties to act as Chairperson.

This Committee shall be appointed no later than 15th July, 2000, and hold its first meeting no later than 1st September, 2000.

The above committee shall have the following Terms of Reference.

- 1) With reference to the issues raised in the WIGUT document under the heading 'General Conditions of Service', to (a) establish standards with regard to Health, Safety, Security and the Environment, which should be applicable in places within which members of the Union are required to function, (b) periodically review the extent of compliance with these standards and (c) bring to the attention of the University Management, the Union and the university community at large violations of accepted standards.
- 2) With reference to issues raised in the WIGUT document under the title 'Specific Working Conditions', to consider issues raised in the WIGUT document and
- 3) Bearing in mind the financial constraints facing the University, make recommendations to the University on measures which should be taken to address these concerns, and a timetable for doing so. These recommendations shall be submitted no later than 15th January, 2001. The University undertakes to act on these recommendations in a timely manner.
21. [Conditions of Work Oversight Committee]
The Management agrees to redouble its efforts to obtain the required assistance to the Conditions of Work Oversight Committee. The Union and Management agree to work together to finalize the report of this committee. This report shall be used as a basis for establishing a clear set of guidelines for maintaining internationally acceptable standards under which staff are required to carry out their substantive duties.

02 Mona

21. [Conditions of Work Oversight Committee]
The Management agrees to redouble its efforts to obtain the required assistance to the Conditions of Work Oversight Committee. The Union and Management agree to work together to finalize the report of this committee. This report shall be used as a basis for establishing a clear set of guidelines for maintaining internationally acceptable standards under which staff are required to carry out their substantive duties.

08 Mona (Supplementary Agreement)

13. The University and the Union shall reconstitute the Conditions of Work Committee, consisting of two representatives from each side, with a mutually agreed Chair. The terms of reference of the Committee shall remain the same as for the previously constituted Conditions of Work Committee. This committee shall report no later than 30th April, 2008.

11 Mona

4. [Joint Management/Union Committee on the Conditions of Work]
The parties agree to re-establish the Conditions of Work Oversight Committee, review the terms of reference, the progress since the inception of the Committee in establishing standards applicable in places where members of the Union are required to function and take the action required to address all outstanding issues, subject to the availability of funds.

Consultants

02 Mona

26. Clear guidelines shall be established with respect to the circumstances under which consultants can be employed to carry out functions that pertain to those normally done by WIGUT staff.
This matter shall be pursued through Local Level Negotiations.

08 Mona (*Supplementary Agreement*)

9. Consultants shall not normally supervise the work of any member of the Bargaining Unit. Where this becomes necessary, this period shall not, except in exceptional circumstances, exceed 12 months on the same project.

Consumption Loan

02 Mona

4. The current Consumption, Settling-in, Car and House Loan Schemes shall be replaced by an all inclusive revolving loan fund to be managed by a Joint Management/Union Committee and administered by a financial institution chosen based on competitive tender at intervals agreed to by the Union and Management. Initially this scheme shall be administered by the UWI Mona Community Co-operative Credit Union Limited. The Joint Management/Union Committee shall consist of two representatives each with a mutually agreed chair.

99 Blue Book 105

Copies of Letters & Memoranda (See Access to Files)

Copies of Charter, Statutes, Ordinances, etc.

02 Mona

27. All members of staff shall be presented with a hard cover loose leaf binder for the Charter, Statutes and Ordinances, Rules for Academic Staff, Senior Academic Staff, Senior Administrative Staff and Professional Staff (Blue Book), and the

Statement of Principles and Code of Ethics for Academic Staff, Senior Administrative Staff and Professional Staff.

Customer Charter

02 Mona

12. A Customer Charter shall be developed for members of staff who live in housing units which are owned by the University or rented by the University on their behalf. A joint WIGUT/Management body shall be established to monitor compliance with the provisions of the charter.

This matter shall be pursued through Local Level Negotiations.

08 Mona (Supplementary Agreement)

14. All existing documentation on the Customer Charter shall be sent to the Housing Committee for its consideration and the Committee shall report on this issue by 30th April, 2008.

Deans

96 Mona

18. Deans shall receive annual allowances equivalent to 75% of the allowances aid to Pro-Vice Chancellors. The current equivalent allowances are:

Entertainment	\$ 90,000
Travelling	218,736
Special	121,500

Deputy. Vice, Associate or Assistant Deans and Heads of Department will receive 50% of the above-mentioned allowances applicable to Deans.

19. The salary scale of a Dean shall be the salary scale for Professors.

In cases where the Dean is already in the Professor's salary scale, he/she shall continue to receive salary in that scale with the scope for adjustment upon appointment to the post of Dean. Adjustment is at the discretion of the Vice Chancellor.

In cases where the Dean is not in the Professor's salary scale, he/she shall be paid a salary no less than the minimum point on the scale, with scope for adjustment commensurate with experience and academic status on appointment. Adjustment is at the discretion of the Vice-Chancellor.

All salary increases referred to in the preceding paragraphs shall be treated as temporary and therefore payable only during tenure of the Deanship.

20. Deans will be considered staff on continuous service. On completion of tenure as Dean, the Dean shall be eligible for at least one semester of Dean's Special Leave for each full term of office served.

28. Details with respect to the matters listed below shall be settled at the local level between the University Management and the Union no later than one month after the signing of this agreement...

(d) The manner in which the adjustment to a staff member's salary on appointment as Dean shall be treated with respect to the existing arrangements regarding pensions.

99 Blue Book 73-77,184&233
98 Statute 12

02 Mona

2. Student Services Managers. The increase in entertainment allowance paid to the Student Services Managers shall be equivalent to that applied to the entertainment allowance for Deputy Deans.

All allowances not covered by other agreements shall be increased as follows:

- 3% w.e.f 1.8.02
- 3% w.e.f 1.8.03
- 3% w.e.f 1.8.04

05 Mona

2. This matter is the subject of administrative review. In the interim, the relevant existing allowances shall be increased as follows:

- 0% w.e.f 1.8.05
- 16.5% w.e.f 1.4.06
- 5% w.e.f 1.8.06
- 5% w.e.f 1.8.07

08 Mona

3. [Allowances for Deans and H.O.Ds]
 Entertainment, Responsibility and Travelling Allowances shall be increased as follows:

	August 1, 2008 (15%)	August 1, 2009 (7%)	August 1, 2010 (5%)
Entertainment	\$145,272	\$155,439	\$163,212
Responsibility	\$195,312	\$208,986	\$219,435
Travelling	\$353,064	\$377,778	\$396,666

[Deputy Deans, Associate Deans, Asst. Deans, Sub-Deans, Vice-Deans & H.O.Ds]

	August 1, 2008	August 1, 2009	August 1, 2010
Entertainment	\$72,636	\$77,721	\$81,606

Responsibility	\$97,656	\$104,493	\$109,719
Travelling	\$176,532	\$188,889	\$198,336

11 Mona

2. There shall be no increase in the allowances for Deans and Heads of Department in the triennium August 1, 2011 to July 31, 2014.

14 Mona

2. The parties having previously agreed that Deans shall be paid an allowance equal to 75% of the total allowances paid to Pro Vice Chancellors (PVCs) and having regard to the subsequent rolling of all PVC allowances into salaries between 2001 and 2002, the parties now agree that the Deans' allowances shall be computed as follows:
 - I. Regional and Entertainment Allowances for which the current annual rates are \$441,816.51 and \$448,772.31 respectively, shall be adjusted consistent with the percentage increases granted to PVCs. The University Registrar shall be requested by the Campus Registrar, Mona to advise her whenever salary increases are granted to PVCs as a group.
 - II. Travel Allowance shall be set at 75% of the Travel Allowance paid to the Senior Management Staff of the Mona Campus. The equivalent rates for the triennium are as follows:

Existing	\$731,790 per annum
w.e.f 1.4.15	\$914,742 per annum
w.e.f 1.4.16	\$1,006,218 per annum

Death Benefits

90 Mona

8. Death benefits shall be as follows: Up to ten (10) years service one year salary
 Ten to Twenty years service one and a half years salary
 Over Twenty (20) years service two years salary.

99 Blue Book 192-194

98 Statute 20.1(p)

98 Ordinance 7

08 Mona (*Supplementary Agreement*)

10. Management agrees, with immediate effect, to take the steps necessary to ensure that all members of the Bargaining Unit sign the "Special Grant (Death Benefit) Nomination of Beneficiaries Form".

Dependent's Education (See Tuition Fees)

Deputy Dean/Vice Dean/Associate Dean

84 Mona

6. Allowance for the posts of Deputy Dean and Vice Dean shall be as follows:
 - (i) when the University Dean resides at the campus:
 - transportation: up to \$1,200
 - responsibility: \$1,200
 - entertainment: up to \$1,885
 - (ii) when the University Dean does not reside at the campus:
 - transportation: up to \$1,200
 - responsibility: \$1,200
 - entertainment: up to \$1,413

96 Mona

18. Deans shall receive annual allowances equivalent to 75% of the allowances aid to Pro-Vice Chancellors. The current equivalent allowances are:

Entertainment	\$ 90,000
Travelling	218,736
Special	121,500

Deputy, Vice, Associate or Assistant Deans and Heads of Department will receive 50% of the above-mentioned allowances applicable to Deans.

99 Blue Book 73-74

Duty Allowance

96 Mona

13. Effective February 1, 1997, where the workload in a department/section necessitates non-teaching/non-research staff working on Saturdays, prior permission must be obtained from the Head of Department or nominee. In such cases work in excess of three hours will be paid at the rate of \$3,500 per day. However if the staff member reports for duty and works up to three hours, he/she will be entitled to payment of one-half the daily rate or \$1,750. On Sundays and Public Holidays the rate shall be \$5,2000 for work in excess of three hours or \$2,6000 for three hours or less.

In the case of the library, in order to meet operational requirements, some staff members may be required to work on Saturdays from 8:30 a.m. to 4:00 p.m. in which case they shall be entitled to a compensatory day off at a mutually convenient time. This must be taken within 60 days of the Saturday worked.

If the staff member applies for the compensatory day off and this cannot be granted within the 60 days he/she shall receive payment in lieu.

99 Mona

5. The Duty Allowance shall be increased as follows:

- 4% w.e.f. 1.8.99
- 3% w.e.f. 1.8.00
- 4% w.e.f. 1.8.01

Disciplinary Procedures

99 Mona

- 21. Where members face allegations of misconduct, the relevant university officer shall indicate to the member in writing that the matter is being investigated and that, as part of this investigation a report is being requested from the member. Where the relevant university officer fails to so act, any response from the member shall be regarded as invalid for purposes of a disciplinary proceeding which may be instituted against that member.

98 Ordinance 8.23-43

98 Code of Ethics

Entertainment Allowance

81 Mona

- d. Entertainment Allowance – The present figures to be increased as follows: J\$300; J\$450; J\$600 per annum to J\$942; J\$1,413; J\$1,885 per annum respectively. (Note [in original] – No figure has yet been agreed for the Dean).

84 Mona

- 4. An entertainment allowance shall be paid to all members of the bargaining unit at the following annual rates:

	1/8/84 to 31/7/85	1/8/85 to 31/11/86	1/12/86 on
Asst. Lect	\$720	1,500	2,700
Lect to bar	\$2,400	2,4000	3,600
Lect above bar	\$3,000	3,000	4,500
Snr Lect	\$4,400	4,400	6,600

- 6. Allowance for the posts of Deputy Dean and Vice Dean shall be as follows:
 - (i) when the University Dean resides at the campus: ... entertainment: up to \$1,885.
 - (ii) when the University Dean does not reside at the campus: ... entertainment: up to \$1,413.

87 Mona

- 3. (i) The Entertainment Allowance for Deans is to be increased to \$3,000 per annum with effect from August 1, 1987.

- (ii) All categories will receive increased in entertainment allowances as set out in Appendix I.

90 Mona

- 4. (b) The Transport and Entertainment Allowance shall be increased by 12½ % in each of the contract years 1990/91, 1991/92 and 1992/93.

93 Mona

- 1. Salaries and Entertainment, Transportation and Housing Allowances shall be increased as follows:
 - 15.55% w.e.f. 1st July, 1993
 - 0% w.e.f. 1/8/93
 - 9% w.e.f. 1/8/94
 - 9% w.e.f. 1/8/95.

For Administrators See **93 Mona Administrator, 1.**

99 Mona

- 3. During the course of the 1999-2002 triennium, the compensation package of WIGUT level employees shall be reconfigured.

A single salary spine shall be introduced to replace the individual salary scales that now exist for each category of staff. A designated range on the new salary spine will replace the individual salary scales.

The Entertainment Allowance shall be rolled into salary at the end of the first of the year of the contract and the Transportation Allowance shall be rolled into salary at the end of the second year of the contract. In rolling in the Entertainment and Transportation Allowances, it is agreed that in the existing context, these allowances no longer serve a useful purpose and there shall be no attempt to reintroduce these in the immediate future.

In this Item, Entertainment and Transportation Allowances refer exclusively to those that are paid generally to all members of the bargaining unit and do not refer to those that are paid to office holders such as Deans and Heads of Departments for the duration of their term of office.

The details of the common salary spine shall be settled at the local level no later than 5th July, 2000. The spine as far as possible shall maintain relationships across the grades and categories as existed during the 1996-99 triennium. In this exercise, the University's offer, by way of letter dated 8.5.98 (included as Appendix 3 for ease of reference), to reduce the overlap between Lecturer and Senior Lecturer grades, shall be taken into consideration.

- a) Entertainment Allowance shall be increased by 4% w.e.f. 1.8.99.
- b) Transportation Allowance shall be increased by 4% w.e.f. 1.8.99.
- c) Transportation Allowance shall be increased by 3% w.e.f. 1.8.00.
- d) Salary shall be increased by 4% w.e.f. 1.8.99.
- e) Salary shall be increased by 3% w.e.f. 1.8.00.
- f) Salary shall be increased by 3% w.e.f. 1.8.01.

02 Mona

2. a. Student Services Managers: The increase in entertainment allowance paid to the Student Services Managers shall be equivalent to that applied to the entertainment allowance for Deputy Deans.

99 Blue Book 76-77

Evaluation and Promotion (See Assessment and Promotion)

Fellowship Leave

99 Blue Book 160-164

Foreign Language Instructors

78 Mona

4. Agreed that: Appointments Committee shall decide whether Foreign Assistants employed at Mona, funded by UGC, shall be reclassified as Foreign Language Instructors with allowances equivalent to those of Assistant Lecturers.

02 Mona

8. Foreign Language Instructors shall be entitled to 75% of the Study and Travel Grant currently available to staff at the level of Assistant Lecturer and above on existing terms and conditions.

Grievance Procedure

93 Mona

7. The Union shall submit a draft revision of the Grievance Procedure for renegotiation at the local level.

96 Mona

14. The Grievance procedure shall be amended by adding the following section:
 - (v) If parties fail to mutually agree upon the selection of an arbitrator after ten (10) days of a request by either party for arbitration, either party shall immediately request the services of the Ministry of Labour to provide a list of five (5) arbitrators. The parties shall have seven (7) days following receipt of the list, to select an arbitrator in the following manner. The Union shall have the right to strike one name from the list, the University shall then strike one name, and the process will be repeated and the remaining person shall be the arbitrator. However, if after seven days one of the parties fails to adhere to the preceding arrangement the other part will request the Ministry of Labour to act on the part of

the delinquent party in order to complete the process. The decision of the arbitrator shall be binding upon the parties.

99 Blue Book 234-239

11 Mona

17.

- 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 Jamaica
 - 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 IV shall be used for filing a grievance/complaint. Copies of this form are available from the Human Resource Management Division, the Office of the Campus Registrar website and from the WIGUT (Jamaica) office.

Health Scheme

87 Mona

9. A contribution towards dental and optical care of up to \$7,000 per annum will be made to any scheme agreed on at the local level.

90 Mona

7. Health Care Provision for dental and optical treatment shall be at \$365 annum.

96 Mona

22. [Optical and Dental]

Within three (3) months of the signing of this Agreement, the University all finalize a new Optical and Dental Plan.

This Optical and Dental Plan, which shall replace the existing arrangements for dental and optical expenses, shall be compulsory for members of the WIGUT bargaining unit. The additional premiums payable shall be on the percentage basis of 80/20 by the University members, respectively. Procedures/services shall be consistent with what is contained in the agreed schedule.

In the interim, effective August 1, 1996, members of the bargaining unit will be eligible for a refund of 80% of their claims for optical and dental treatment up to maximum reimbursement of \$6,000.00 per annum for a single member or \$30,000.00 per annum for the member, spouse and eligible dependents. Any amounts reimbursed in the interim shall become a charge against benefits which become available under the new Plan.

Prior to the implementation of the new Plan, staff members shall be required to pay the premiums set out below in addition to current deductions:

Single	\$35 per month
Family	\$175 per month

Retroactive premiums shall be recoverable at the above-mentioned rates.

28. Details with respect to the matters listed below shall be settled at the local level between the University Management and the Union no later than one month after the signing of this agreement ...

(c) The schedule of allowable Optical and Dental benefits.

99 Mona

11. The principle for the refund of claims for dental and optical treatment outlined at Clause 22 of the 1996-1999 Agreement shall continue to form the basis for future claims for the refund under the Dental and Optical Scheme until a mutually agreed alternative scheme is in place.

12. The current health scheme shall be re-examined with a view to improving the benefits in general, including optical and dental benefits, and in particular to include retirees on terms comparable with those enjoyed by existing members of staff.

99 Blue Book 190,191

11 Mona

12. [Health and Wellness]

The Management and the Union agree to make a concerted effort to seek the funding required to establish a state of the art Health and Wellness Centre on the Mona Campus.

14 Mona

9. [Health Care after Termination on Medical Grounds]
The parties agree that where a staff member who 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 to receive health care under the Group Health Insurance Plan operated by the University for a period of twelve (12) months from the effective date of termination.

House (Mortgage) Loan

84 Mona

9. WIGUT accepts the undertaking of the University to seek to provide meaningful assistance to members of staff wishing to own their own homes. Details of such assistance to be worked on at the local level.

87 Mona

6. Five mortgage loans per annum up to a limit of \$100,000 will be made available to members of the bargaining unit in Years II and III of the contract period at an annual interest rate of 10%. Detailed arrangements will be worked out at the local level.

90 Mona

5. House purchase loans are to be at a rate of five per year and a maximum of \$250,000 under prevailing conditions.

96 Mona

24. The University shall make funds available to staff members to purchase cars and for home mortgages by way of a revolving loan scheme. Initially the scheme will be used for cars until arrangements can be made to accommodate home mortgages.
In the meantime existing arrangements will continue for home mortgages save that the loan amount will be increased to \$350,000.
A Committee of five persons comprising a mutually agreed chair-person and two representatives each from the Union and the University shall administer the scheme.
The number of cars shall be consistent with existing agreements between the Government of Jamaica and the Union with regard to duty concessions (i.e. 70 cars per year) while home mortgage loans will not exceed ten per year.

The amount provided for a car loan shall be \$250,000 per staff member at an initial interest rate of 15% on the reducing balance.

After August 1, 1997 the Committee shall have the power to review the rate of interest charged on car loans. The Committee shall also have the power to use earning made on the investment of the fund to facilitate the provision of home mortgages.

Car loans amounting to \$12M shall be made available in year 1.

The funds for the revolving scheme shall be as follows:

1996/97 \$15 million (\$10M on signing and \$5M on April 1, 1997)

1997/98 \$10 million (August 1, 1997)

1988?/99 \$10 million (August 1, 1998)

[NB: Error. 1988 above should be 1998]

99 Mona

7. It was agreed that this [‘Improvement in House and Car Loans’] should be dealt with at the Local Level.
9. A joint UWI/WIGUT Committee will be established to examine possible housing solutions for members of the Bargaining Unit. The Committee shall consist of 5 members, two nominated by WIGUT, two by the University and a mutually agreed chairperson. The Committee shall submit an interim report by 30th September, 2000. The Terms of Reference of the Committee shall be
 - a. To assess the extent to which members of the WIGUT bargaining unit might have difficulty purchasing suitable housing accommodation given existing salaries, prices and available mortgages.
 - b. In the light of a), to investigate possible approaches that the UWI might adopt to assist members in purchasing housing, and in doing so, consider changes in the current housing allowance arrangements that might serve to facilitate this.

02 Mona

4. The current Consumption, Settling-in, Car and House Loan Schemes shall be replaced by an all-inclusive revolving loan fund to be managed by a Joint Management/Union Committee and administered by a financial institution chosen based on competitive tender at intervals agreed to by the Union and Management. Initially this scheme shall be administered by the UWI Mona Community Co-operative Credit Union Limited. The Joint Management/Union Committee shall consist of two representatives each with a mutually agreed chair.

99 Blue Book 103-104

Housing Allowance and Entitlements

78 Mona

6. ‘Housing for married staff where both parties are in the bargaining unit’. Agreed that: where such a situation exists, one part shall receive housing or the full

housing allowance on the present basis while the other party shall receive an allowance of \$600 per annum.

81 Mona

- i. 'Housing for married staff when both parties are in the bargaining unit and eligible for housing': One party to receive the full housing allowance while the other will receive \$1,100 per annum.
A draft Memorandum of Agreement to be signed with WIGUT (Jamaica) is attached for your perusal and comment. **[NB: The 1981 agreement is in the form of a letter from the Pro Vice Chancellor (Planning) to the Registrar.]**

84 Mona

7. In recognition of the special circumstances of the Mona Campus it is agreed that:
 - (a) The University shall either
 - (i) provide housing for members of the bargaining unit at the rate of J\$360 per annum; or
 - (ii) re-rent accommodation on behalf of members of the bargaining unit at current rates plus 10% of salary, less \$360 per annum; or
 - (iii) pay a special Mona Housing Allowance of 10% of salary in addition to the current rate.
 - (b) In the case of members of staff who are married to each other, the University shall pay a special allowance of J\$3,120 less \$120 per annum to one of the members in lieu of his or her housing entitlement.
 - (c) Wardens shall receive a Special Allowance of \$3,600 per annum.

87 Mona

6. Members of staff married to each other shall each be entitled to the full benefits of their respective posts as regards housing, except that only one partner will be eligible for a house provided or rented by the UWI.

93 Mona

- 1 Salaries and Entertainment, Transportation and Housing Allowances shall be increased as follows:
15.55% w.e.f. 1st July, 1993
0% w.e.f. 1/8/93
9% w.e.f. 1/8/94
9% w.e.f. 1/8/95.

99 Mona

9. A joint UWI/WIGUT Committee will be established to examine possible housing solutions for members of the Bargaining Unit. The Committee shall consist of 5 members, two nominated by WIGUT, two by the University and a mutually

agreed chairperson. The Committee shall submit an interim report by 30th September, 2000. The Terms of Reference of the Committee shall be

- c. To assess the extent to which members of the WIGUT bargaining unit might have difficulty purchasing suitable housing accommodation given existing salaries, prices and available mortgages.
- d. In the light of a), to investigate possible approaches that the UWI might adopt to assist members in purchasing housing, and in doing so, consider changes in the current housing allowance arrangements that might serve to facilitate this.

[Memorandum of Agreement between UWI and WIGUT re: Reclassification of Administrator Posts]

Housing

As of August 1, 2000, the members of staff covered by this agreement (Administrators/Administrator Officers) shall be entitled to University housing in accordance with clause 93-102 of the Blue Book.

02 Mona

12. A Customer Charter shall be developed for members of staff who live in housing units which are owned by the University or rented by the University on their behalf. A joint WIGUT/Management body shall be established to monitor compliance with the provisions of the charter.
This matter shall be pursued through Local Level Negotiations.
13. A clear standard of housing provision be established to ensure that all staff with the same entitlements receive equivalent accommodation.
This matter shall be pursued through Local Level Negotiations.

99 Blue Book 93-102

11 Mona

21.
 - i. The Parties agree to establish a joint Management and Union Housing Solutions Committee, with powers to co-opt, to examine possible housing solutions for members of the Bargaining Unit. The Committee, in undertaking this task, will:
 - a. Assess the extent to which members of the Bargaining Unit might have difficulty in purchasing suitable housing;
 - b. Review the report "UWI Mona Staff Housing Project" submitted to F&GPC, Mona in March 2004; and any other relevant report on Staff Housing at Mona that may be available;
 - c. Gather and analyse current data, trends and opportunities in the housing market; and
 - d. Make recommendations that would assist members of the Bargaining Unit to acquire housing on competitive terms.

- ii. This Committee shall be mandated to produce a full set of proposals within six months of the signing of the Collective Bargaining Agreement.
- iii. From the date of the acceptance of the report for implementation by the parties, the existing right of members of the Bargaining Unit to rent University provided housing shall be modified such that this right shall normally be enjoyed for a maximum of ten years employment with the University as a member of the Bargaining Unit. This provision is based on the assumption that the first solutions within the scheme become available for purchase by members no later than three years after the date of the acceptance for implementation. In the event that the date at which these solutions become available for purchase is later than three years, the starting date for the 10-year limit on occupying housing rented from the University shall be adjusted accordingly.

14 Mona

6. [Financial Assistance to Staff at Western Jamaica Campus]
The parties agree that this item shall be settled by way of a side letter from the Principal, Mona Campus to the President, WIGUT (Jamaica), attached as **Appendix 2** to this Agreement.

Implementation

84 Mona

16. Every effort shall be made to have retroactive amounts paid by the end of July 1985, and emoluments at the Year 2 rate paid from August, 1985.
18. Date of implementation: 1st August, 1984 for all clauses, except where mutually agreed otherwise.

87 Mona

12. The University will make every effort to ensure that payments are made by the end of August 1988 with priority being accorded to retroactive elements.
14. 1st August, 1987 for all clauses except where mutually agreed otherwise.

90 Mona

[Date of Implementation]: 1st August, 1990 for all clauses except where mutually agreed otherwise.

93 Mona

1. Note: (i) Retroactive payment (July, '93 to July, '94) shall be made no later than October 21, 1994.
(ii) Payment at new rates shall begin August, 1994.

96 Mona

27. Payment at the new rates for salaries, transportation allowance, entertainment allowance, and allowances for Deans and Heads of Department shall begin no later than April 1997.
Retroactive payments (August 1996 to March 1997) shall begin no later than July 1997.
Reimbursements under the Technology/Instructional Grant shall be made no later than October 1997.

99 Mona

26. Payment at the new rates for salaries transportation allowance, entertainment allowance book grant, etc. shall begin no later than August, 2000.

02 Mona

29. Payment at the rates agreed to above shall begin no later than August 2003.

Instructors

99 Mona

24. Negotiations on these issues were held at Local Level and the text of the agreements arrived at appear in Appendix 7.
[Text of Local Level Agreement between UWI and WIGUT (Jamaica) Re: The Position of 'Instructor']
 1. A category of staff, designated 'Instructor', shall be created on the Mona Campus. The aim is to facilitate the employment of persons on a long term basis, to teach primarily lower level courses with large registrations, such as the UC.FD English Language courses. Instructors shall not be appointed as temporary replacements for staff at the level of Assistant Lecturer and above. Furthermore a clear distinction shall be maintained between the position of Instructor and that of Teaching Assistant. The latter shall normally be filled by a full time graduate student assigned a relatively light teaching load.
 2. The duration of appointment for an Instructor shall be two years, renewable without limit, subject to satisfactory performance, with notice of renewal or non-renewal of contract being given at least 6 months before the expiry of the contract. Assessment of Instructors for the purpose of renewal of contract shall be done at the level of the department
 3. In order to ensure the smooth implementation of the agreement on Instructors, the university shall as a matter of urgency, take steps to have positions which

are to be designated that of Instructor, place on the regular fixed staffing establishment of the university.

4. Instructors shall be paid on a scale beginning five points along the existing scale for Teaching Assistants and ending at a point to be determined with reference to Clause 15 below.
5. Instructors shall be part of the FSSU scheme, on the same terms and conditions as staff members at the Assistant Lecturer Level and above.
6. Instructors shall receive 75% of Regular Housing Allowance (i.e. 75% of the 30% of basic salary) in addition to 10% of salary as Special Housing Allowance.
7. Instructors shall receive 75% of the Study and Travel Grant currently available to staff at the level of Assistant Lecturer and above on existing terms and conditions.
8. Instructors shall receive Study Leave on the same terms and conditions as members of staff at the level of Assistant Lecturer and above.
9. Instructors shall have access to Assisted Leave on the same terms and conditions as members of staff at and above the level of Assistant Lecturer.
10. Car Loans shall be accessed by Instructors on the same basis as other categories of Academic, Senior Administrative and Professional Staff.
11. Fifteen (15) Teaching Assistant positions in the Department of Language, Linguistics and Philosophy, shall be reclassified as Instructor positions.
12. A letter shall be sent out by the university to Heads and copied to Deans no later than 8th May, 2000, asking whether any positions existing in their departments fit the description of Instructor.
The letter shall also ask Heads whether they wished any other positions of Instructor to be established within their departments. The letter shall request that response be given no later than 22nd May, 2000.
13. A Joint University/WIGUT Review Team shall be established to examine and make recommendations on requests for reclassification or establishment of Instructor.
14. The reclassification of the 15 positions already agreed to and any others which may be agreed to as a result of the deliberations of the Review Team, shall take effect from 1st August, 2000.
15. Teaching Assistants whose positions are being reclassified to that of Instructor shall undergo a point to point conversion, i.e. they shall have the same number of increments above the bottom of the Instructor scale that they would otherwise have had above the bottom of Teaching Assistant scale. This save and except in cases where such a Teaching Assistant has been at an incremental level for more than one year. In such cases, an additional increment shall be given on the Instructor scale for each year the person holding the position of Teaching Assistant has failed to receive an increment. Instructors at the top of the current TA scale shall move to the next higher point on the Foreign Language Instructor (FLI) scale and thereafter to the top of the FLI scale. WIGUT and Management shall review by July 31, 2000, the salary range to be occupied by Instructors, with a view to extending it by further 3 to 6 steps consistent with the spirit on the Career Path Agreement re

Instructors (University Appointments Committee Meeting of 27.3.00. Min. #5 refers)

16. Except where explicitly stated above, all other terms and conditions of service for staff occupying the scales from five point above the bottom of the Teaching Assistant scale to the top of the existing Scale for Foreign Language Instructors, shall apply to the holders of the post of Instructor.

14 Mona

18. The parties agree that
 - I. All Instructors shall be eligible for Consumption Loans
 - II. Instructors shall be eligible for appointment on a contract of permanent employment after serving for four years as an Instructor and subject to a satisfactory performance appraisal.
 - III. Instructors appointed on a contract of permanent employment shall be eligible for Car Loans and House Loans.

Job Descriptions

93 Mona

5. Job descriptions, Terms & Conditions of Service & Promotion for the posts of (i) Assistant Accountant, (ii) Accounting Assistant and (iii) those staff currently designated Research Assistants who are working on the computerization of Registry, Bursary etc. shall be as set out in Appendix I. In the case of those staff in (iii) above not now included in superannuation provisions or their equivalent, 10% of salary in lieu of superannuation shall be paid retroactive to the start of their initial contract where there was no such provision.

Local Leave

84 Mona

10. Local leave for those staff now in receipt to be accumulable for up to two consecutive years.

96 Mona

11. Original Version (11.7.97)

Members of WIGUT whose duties are normally continuous throughout the year will be granted 15 working days local leave in the year of full study leave in addition to the full study leave.

Staff whose duties are normally continuous throughout the year who because of the exigencies of the service have been allowed to accumulate local leave beyond the maximum two year period (84 working days) shall be able to sell to the University that portion of leave accumulated in excess of leave earned for

the two year period by notifying in writing the relevant authority i.e. the Vice Chancellor or Principal, through the Head of Department or Dean as appropriate. The University will be obliged to purchase such excess leave within a reasonable time which must not exceed four months from the date of the request.

The University may, in writing, offer to purchase such excess leave for an immediate cash equivalent.

A Staff member who is proceeding on local leave for a period of fifteen (15) working days or longer may at that time exercise the option to sell the remaining local leave less twenty-one (21) working days which must be held to satisfy any emergency that may arise from time to time.

Saturdays, Sundays and Public Holidays shall not be counted in local leave.

Preamble and Amended Version (23.8.97)

This Agreement made and entered into this 20th day of August 1997 by the University of the West Indies hereinafter referred to as the University and the West Indies Group of University Teachers (Jamaica) hereinafter referred to as the Union is made for the purpose of amending the existing Collective Agreement for the period August 1, 1999.

Whereas the University and the Union negotiated and signed a collective agreement for the period August 1, 1996 to July 31, 1999 on February 11, 1997 and Whereas the University requested of the Union that Item #11 (LOCAL LEAVE) of that Agreement be renegotiated to

- (1) place clear limits on the time period within which members of staff might make claims for the buyback of leave and
- (2) clarify the manner in which the scheme for leave buy back may be administered

And whereas the University and the Union have been able to come to an agreement that accedes to the University's request

It is hereby agreed that Item #1 (LOCAL LEAVE) in the existing Collective Agreement be replaced, in keeping with the provisions of Item #26, with a redrafted #1 as set out below:

11. A member of WIGUT whose duties are normally continuous throughout the year shall be granted 15 working days local leave in the year of full study leave, in addition to the full study leave.

A staff member who is entitled to local leave and has accumulated the maximum amount of leave, i.e. 84 working days, shall at that point seek to reduce his/her leave balance by apply for the leave to which he/she is entitled or a portion of such leave. If because of the exigencies of the service such leave is denied, the staff member shall be allowed to accumulate additional leave beyond the maximum normally accumulable with the understanding that such excess leave shall be limited to leave in respect of service for another two years – 84 working days excess leave.

The staff member who has been allowed to accumulate additional leave beyond the maximum normally accumulable, i.e. 84 working days, shall be able to sell to the University such excess leave by notifying in writing the relevant

authority, i.e. , the Vice-Chancellor or Principal, through the Head of Department or Dean, as appropriate. The University will be obliged to purchase such excess leave within a reasonable time, which must not exceed four months from the date of the request.

The University may, in writing, offer to purchase such excess leave for an immediate cash equivalent.

Six months prior to the end of the year in which the staff member would have accumulated 84 working days excess leave, the University shall notify the staff member in writing that he/she is required to reduce the excess leave by a minimum of 42 working days by exercising one or both of the following options not later than December 31 of that year:

- a) proceeding on leave
- b) selling leave to the University.

If a member fails to exercise one or both of these options, such local leave will be considered to have lapsed in accordance with Rule 112 of the Rules for academic and Senior Administrative Staff (Blue Book), i.e., on retirement he/she shall be granted payment equivalent to 50% of the lapsed local leave up to a maximum of one year's leave.

A staff member who is proceeding on local leave for a period of fifteen (15) working days or longer may at that time exercise the option to sell the remaining local leave less twenty-one working days which must be held to satisfy any emergency that may arise from time to time.

Saturdays, Sundays and public Holidays shall not be counted to local leave.

02 Mona

7. Where the length of a member of staff contract is not a whole number multiple of twelve months, all benefits with the exception of the Study and Travel Grant shall be prorated.

99 Blue Book 108-117

08 Mona

11. The parties have agreed to the following:
 - i. The existing provisions for annual/local leave for staff currently employed at the University shall remain; but shall be subject to review by the consultant(s) of salaries and other terms and conditions of employment under the Protocol referred to in Clause 1 above.
 - ii. Revised annual/local leave provisions for new employees shall be introduced with effect from August 1, 2009. The new provisions are set out in an attachment to a side letter from the University to the Union, dated April 30, 2009.

- iii. The implementation of the revised leave provisions shall not be considered a breach of the existing Collective Agreements and shall be applicable up to the implementation of any decisions regarding annual/local leave arising from the Union/University review of the consultant(s) report on salaries and other terms and conditions of employment under the Protocol referred to in Clause 1 above.
- iv. A new employee means an employee joining the University for the first time after July 31, 2009, or becoming a member of the Bargaining Unit for the first time after that date, or if previously employed at the University, had a break in his/her contract of employment and was re-employed after July 31, 2009.

Revised Annual/Local Leave Provisions [Appendix 2 to the 2008-2011 Agreement]

With effect from August 01, 2009, the provisions for Annual/Local Leave shall be revised as follows:

i. Graduated Annual/Local Leave and Maximum Accumulable

Annual/Local leave shall be granted on the basis of length of service and shall be graduated as indicated in the table below. Also indicated in the table is the maximum that can be accumulated.

No. of Years of Service	Annual Leave (Working Days)	Maximum Accumulable
15 years and under	15 days per annum	30 days
Over 15 – 25	20 days per annum	40 days
Over 25	30 days per annum	60 days

ii. Special Annual/Local Leave

Special Annual/Local Leave is that leave due in the year of Full Study Leave and which must be accessed in the year of Full Study Leave. In exceptional cases where the Study Leave continues into the new year and the staff member had not utilized all of the days none at all, he/she shall be required to take same no more than 3 months after the last day of the Full Study Leave. The Special Annual/Local Leave shall be granted on the basis of length of service and shall be graduated as indicated in the table below:

No. of Years of Service	Special Annual/Local Leave (Working Days)
Up to 10	10 days per annum
In excess of 10	15 days per annum

11 Mona

7. [Negotiating Leave]
The terms and conditions set out in the 1996-1999 Collective Agreement pertaining to negotiating leave shall be superseded by the following:
- i. Time-off equivalent to a total of three semesters in each Negotiating Triennium shall be granted to the Union to be accessed by members of the Union's Negotiating Team who are full-time teachers.
 - ii. A semester shall be defined in accordance with the dates set out in the academic calendar.
 - iii. In order to be granted leave under this facility the member of staff must be recommended by the Union
 - iv. A member of staff can be recommended for leave for one, two or the three semesters available to the Union
 - v. Leave for a fraction of semester shall not be allowed
 - vi. Applications for leave shall be made at least six months prior to the start of the semester in which the applicant intends to start his or her leave.
 - vii. Applications for Negotiating Leave must be made to the Vice-Chancellor or Campus Principal, through the Head of Department, together with a letter from the Union supporting the application. The Head of Department would be expected in forwarding it, to indicate what arrangements have been made for a replacement.
 - viii. This leave shall be subject to approval by the Vice-Chancellor or Campus Principal or his/her nominee.
10. 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 ***MEMORANDIUM 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/Local 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
1-3	15	(up to 30)
4-10 years	20	(up to 40)
11-20 years	25	(up to 50)
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 (i) 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 staff shall normally take the **maximum** amount 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. Staff in their first year of service to the University as members of the Bargaining Unit 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 Jamaica, 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 Jamaica, 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.

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 of the Blue Book

- 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.

14 Mona

- 10. The parties agree that with effect from August 1, 2014, staff currently entitled to (a) Annual Leave as indicated in clause 10 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 Leave	Annual Leave (Working Days)	Maximum Accumulable	Professional Development (Working Days)
01-10	20 per annum	40	10
11-20	25 per annum	50	5
Over 21	30 per annum	60	—

Paternity Leave

14 Mona

11. 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.

Local Level Agreements

84 Mona

- ?. In all cases, local level agreements shall require the approval of the Chairman of the Mona Campus Grants Committee Negotiating Team.

96 Mona

28. Details with respect to the matters listed below shall be settled at the local level between the University Management and the Union no later than one month after the signing of this agreement.
 - (a) Salary scales for all categories of the Bargaining Unit
 - (b) The matrix which sets out the agreements arrived at under Regularization of Benefits/Allowances.
 - (c) The schedule of allowable Optical and Dental benefits.

- (d) The manner in which the adjustment to a staff member's salary on appointment as Dean shall be treated with respect to the existing arrangements regarding pensions.

02 Mona

- 6. [Outstanding Local Level Matters]
All items referred to the local level negotiations shall be finalized no later than six months after the signing of this Agreement.

05 Mona

- 6. [Retirement Benefits]
Negotiations on this claim shall take place at the Local level
- 7. [Contracts]
This matter shall be pursued through Local level negotiations
- 8. [Time Off for WIGUT Executive]
Negotiations on Section 1 of this claim shall take place at the Local level
- 9. [Local Level Matters]
The parties agree that every effort shall be made to conclude all matters referred to the Local level as a result of the current negotiations, as well as outstanding Local level matters from previous negotiations by April 15th, 2007. Local level negotiations shall begin by 15th December, 2006.
- 10. [Promotion]
Negotiations on this claim shall take place at the Local level.
- 11. [Computers]
This claim shall be pursued at the Local level.
- 12. [Weekend Duties]
The matter of Librarians working on weekends and Public Holidays shall be pursued through Local level negotiations.

08 Mona

- 5. [Retirement Benefits]
It is agreed that the claim that persons joining UWI after July 31, 2005 be given the widest investment options shall be referred to the University Bursar for discussion with the Union.
- 12. [Local Level Negotiations]

It is agreed that the following items of claim shall be pursued through Local level negotiations:

- Sabbaticals
- Emergency Duty Allowance
- Flexible Working Arrangements, e.g. Flexi-time
- Housing Arrangements for staff on No-Pay Leave for less than six months.

Supplementary Agreement

4. Weekend Duties (Local Level)
‘Librarians required to work on the weekend or public holidays be given two (2) days off for every day required to work on a weekend or public holidays’.
22. Retirement Benefits
The Union has agreed to follow-up with Vice-Chancellor the signing of the draft Agreement on a Retirement Age Policy.

WIGUT Executive and Staff (Local Level)

The University of the West Indies makes no offer to the West Indies Group of University Teachers (Jamaica) with respect to the following items of claim:

1. Time off for WIGUT Executive

‘The Union recognizes that a significant amount of time is invested by some members of staff in undertaking industrial relations matters. We believe that such an investment is crucial to the smooth administration of the University. In this regard we make the following proposals:

1. The current eligibility of Academic members of the negotiating team for a semester off to be extended to include Professional and Senior Admin members who engage in negotiation on behalf of WIGUT.
2. That members of staff involved in the grievance adjudication process be permitted time off equivalent to that invested in resolving disputes between management and members of our bargaining unit.
3. That a pool of hours, equivalent to two (2) full-time lecturer posts be provided and those hours be administered and distributed by WIGUT so appropriate remission can be made to senior members of the Executive to enable them to undertake industrial relations duties not directly connected to the grievance process’.

3. Computers

‘Currently all members of the WIGUT bargaining unit work with computers as a part of their jobs. In the case of some employees the desktop computer provided by the University, robs them of the required level of flexibility in the performance of their duties. In this regard the Union makes the following proposal:

1. That every WIGUT member be provided with a choice between a desktop and a notebook computer.

2. That Departmental and individual research requirements should be taken into account in determining the specifications of the machines.
3. That the computer should be replaced every three years and the user shall have the right of first refusal on the disposal of the computer’.

11 Mona

5. [Retirement Benefits]

Management shall take the steps necessary to ensure that members of the Bargaining Unit have adequate opportunity to consult with the pension fund administrator and the pension investment advisor when they make their annual visit to the Campus.

Working Arrangements

11 Mona

13. [Flexible Working Arrangements]

- i. In light of the Union’s claim that there be a negotiated policy on “flexible working hours for employees” and the fact that the representatives of other bargaining units on the Campus have made similar proposals over the years, the University agrees to establish a “Flexible Working Arrangements Committee”.
- ii. The mandate of this Committee shall be the development of a draft Flexible Working Arrangements Policy for discussion and review by stakeholders and then submission to F&GPC Mona for its consideration.
- iii. The Policy shall include, but be not limited to the following areas:
 - The University’s expectations as well as the rights and responsibilities of stakeholders
 - Definitions of relevant terminology, for example, work week, and measures to ensure that they are applied consistently
 - Types of arrangements that will be covered under the policy
 - Effects on current work arrangements
 - The process for the introduction of flexible working arrangements in a section/unit/department/faculty
 - Maximum hours to be worked
 - Occupational, safety and health considerations
 - Core time
 - Days(s)-off
 - Financial implications, if any
- iv. The Committee shall comprise seven (7) persons with one (1) representative from each of the Unions. Three (3) persons shall be appointed by the Principal and the Chair shall be appointed by the Principal in consultation with the Unions.

- v. The Committee shall prepare a draft Flexible Working Arrangements Policy document within four (4) months of the signing of this agreement. This draft shall be subject to discussion and review by the Unions and other stakeholders over a period of no longer than two (2) months. The final draft shall be submitted to F&GPC Mona a month thereafter, for its consideration.
15. [Off-Campus Duties]
- i. Employees who are required to carry out duties at a distance not less than 50 miles from where they are normally posted and are not required to overnight, shall be entitled to a daily allowance, as set out in Appendix IV Note (A) 5 of the *Rules for Academic Staff, Senior Administrative Staff and Professional Staff*.

Provided they use their own vehicle, these employees shall be entitled to the mileage/kilometre allowance payable by the University for casual travelling.
 - ii. Employees who are required to carry out duties at a distance not less than 50 miles from where they are normally posted and are required to overnight, shall be entitled to the subsistence allowance, as set out in Clause 86 (e) of the *Rules for Academic Staff, Senior Administrative Staff and Professional Staff*.
 - iii. Employees who are required to carry out duties away from the location to which they are normally posted shall normally be given at least one week's notice of the impending posting by their Head of Department or his or her nominee

Maternity Leave

78 Mona

- 7. Agreed that: this shall be for a period of ten weeks (70 days) with pa, and that leave without pay will be granted for an additional period not exceeding ninety days. This leave will be in addition to any vacation leave. This provision shall apply to all female members of the bargaining unit including persons on one year contracts. One year contracts are deemed to include a contract from October to June in the following year.

81 Mona

- h. Maternity Leave – To be increased to 12 weeks with full pay and 12 weeks without pay for all female members of the Bargaining Unit.

99 Blue Book 118

Medical Staff: Assessment of Qualifications

78 Mona

2. Agreed that: the assessment of the qualifications and experience of such UWI staff to determine comparability with Medical Staff in the Public Service, Jamaica, be carried out by a group consisting of representatives of WIGUT, UGCNC and the Ministry of Health, Jamaica. The principles and options for any additional remuneration for this category arising from comparability shall be worked out by negotiations between WIGUT and a sub-committee of the UGCNC chaired by the Chairman of the UGCNC. It is accepted that efforts will be made to have the negotiations completed by April 21, 1979.

Motor Car Facilities

87 Mona

4. (ii) The principle has been accepted of cars being made available to members of the bargaining unit on special terms as approved by the Government of Jamaica.
In respect of the period ending 31/3/89 the University will make every effort to finalize arrangements with relevant Ministry for seventy cars to be made available to members of the bargaining unit, (assignment to be determined by mutual agreement of WIGUT and the UWI).
For subsequent years, the University will make every effort to ensure that similar arrangements of seventy cars each year are in place.

90 Mona

4. (a) The WIGUT/GOJ Car agreement shall continue and be on the terms originally agreed, i.e. 70 cars per annum with an import duty of 20%.

93 Mona

4. The WIGUT/GOJ car duty concession Agreement shall continue as per existing terms.

Motor Car Loans

75 Mona

3. Agreed that the present upper limit for car loans shall be increased to \$4,0000, repayable over 36 months under existing arrangements

78 Mona

8. Agreed:
 - (i) to note that the question was one of cash flow, and that the UGC had agreed to refer to Governments a proposal that funding be paid in advance to the University and that arrears be made good.
 - (ii) Further, that where such improvements in the cash flow occurred, the numbers and amounts of the loans would be increased and the concept of a Car Repair Loan implemented, all along the lines indicated by the Union's claim and after negotiation at the local level (i.e. that UWI would met these claims).

That the university shall inform the Union as soon as Governments accept, and/or pay on the new basis.

84 Mona

8. The car loan shall be up to J\$20,000 at 6% repayable over 5 years or the duration of the member's contract, whichever is the less.

87 Mona

5. Loans for the purchase of motor cars to be increased to \$40,000 on the same terms as at resent, except that where a member of the bargaining unit is acquiring a car for the first time (i.e. has not previously owned a car while in the bargaining unit), the maximum loan can be up to \$50,000.

The University will make the necessary arrangements for financing the loans for car purchase at least up to the number of cars specified in Clause 4 (ii) above.
[See Motor Car Facilities, re: reduced duty motor cars.]

90 Mona

4. (c) Car loans shall be at a maximum of \$80,000 for staff receiving a loan for the first time and \$65,000 for staff in receipt of a previous loan.

93 Mona

Special Administrators Agreement [**93 Mona, Administrator**]

5. Car and Consumption Loans shall be available as per terms and conditions existing for the Bargaining Unit.

96 Mona

24. The University shall make funds available to staff members to purchase cars and for home mortgages by way of a revolving loan scheme. Initially the scheme will be used for cars until arrangements can be made to accommodate home mortgages.

In the meantime existing arrangements will continue for home mortgages save that the loan amount will be increased to \$350,000.

A Committee of five persons comprising a mutually agreed chair-person and two representatives each from the Union and the University shall administer the scheme.

The number of cars shall be consistent with existing agreements between the Government of Jamaica and the Union with regard to duty concessions (i.e. 70 cars per year) while home mortgage loans will not exceed ten per year.

The amount provided for a car loan shall be \$250,000 per staff member at an initial interest rate of 15% on the reducing balance.

After August 1, 1997 the Committee shall have the power to review the rate of interest charged on car loans. The Committee shall also have the power to use earning made on the investment of the fund to facilitate the provision of home mortgages.

Car loans amounting to \$12M shall be made available in year 1.

The funds for the revolving scheme shall be as follows:

1996/97	\$15 million (\$10M on signing and \$5M on April 1, 1997)
1997/98	\$10 million (August 1, 1997)
1988?/99	\$10 million (August 1, 1998)

[NB: Error. 1988 above should be 1998]

99 Mona

8. It was agreed that this ['Improvement in House and Car Loans'] should be dealt with at the Local Level.

02 Mona

4. The current Consumption, Settling-in, Car and House Loan Schemes shall be replaced by an all-inclusive revolving loan fund to be managed by a Joint Management/Union Committee and administered by a financial institution chosen based on competitive tender at intervals agreed to by the Union and Management. Initially this scheme shall be administered by the UWI Mona Community Co-operative Credit Union Limited. The Joint Management/Union Committee shall consist of two representatives each with a mutually agreed chair.

99 Blue Book 105

08 Mona

10. It is agreed that the claim for increases in the amounts available for Car Loans and House Loans shall be addressed by the Car/House Loan Committee.

11 Mona

9. [Car Loan]

Instructors who are employed on regular contracts of two or more years or successive one-year contracts shall be able to access the WIGUT Car Loan Scheme.

Negotiations Leave

96 Mona

25. Time-off equivalent to one semester each for three persons shall be granted to teaching members of the Union's negotiating team on the recommendation of the Union.

This time-off will normally be taken in the semester during which the negotiations take place.

In providing leave to members of the negotiating team the University shall ensure that the academic programme is not prejudiced by the absence of the member of staff.

Negotiation Schedule

93 Mona

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

96 Mona

22. Negotiations of the non-consolidation (Governance) matters except those relating to the career path negotiation shall be settled by March 14, 1997. All remaining matters shall be settled not later than two weeks after the Council meeting which finalises consolidation matters.

23.

New Categories of Staff

93 Mona

6. The University undertakes not to introduce new categories of staff within the parameters of the Bargaining Unit except through negotiation of their emoluments packages, terms and conditions of service with the Union.

02 Mona

23. Clause 23 of the 1999 to 2002 Collective Agreement is reaffirmed. The University undertakes not to introduce new posts outside the existing categories except through negotiation of their emoluments packages, terms and conditions of service with the Union. A condition of these negotiations is that the Union be

advised of the specifications for the post. A further condition is that the Union be advised, as appropriate, on career path issues relevant to the post.

Optical and Dental (See Health Scheme)

Other Benefits

78 Mona

11. Agreed that: all benefits and conditions of service which are now enjoyed but which have not been specifically mentioned in this Memorandum shall continue at the same level at which they were enjoyed in the previous contract period unless altered through the process of negotiations in keeping with the Union's Contract of Recognition and Grievance Procedure.

84 Mona

17. All other benefits now enjoyed to remain the same except where specifically altered by mutual agreement.

87 Mona

13. [Same as 84 Mona, 17.]

90 Mona

[Same as 84 Mona, 17.]

93 Mona

[Same as 84 Mona, 17].

02 Mona

28. ...
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.

Passages

02 Mona

10. Where a member of staff domiciled in another country is recruited for a period of two years, the University shall pay upon first appointment, an economy passage for the member of staff. On the termination of the contract, the member of staff shall be entitled to an economy passage for himself/herself in accordance with Rule 60 of the Blue Book.

99 Blue Book 55-60 & 89-92

Pension Scheme

99 Mona

6. c. Members of the Union reclassified as in 6)a above, shall be covered by the FSSU Pension Scheme effective 1st August, 2000 and shall have the option of transferring funds held in their current Mutual Life pension scheme into the FSSU Pension Scheme.

[Memorandum of Agreement re Reclassification of Administrator Posts]
[Retirement and Pension Scheme]

Members of staff shall be covered by the FSSU Pension Scheme effective August 1, 2000 and shall have the option of transferring fund held in their current Mutual Life Pension Scheme into the FSSU Pension Scheme.

As of August 1, 1999 all members of staff who were at that time or subsequently designated Administrators shall be entitled to the same tenure and retirement arrangements as Assistant Registrars.

Those members of staff who have not yet attained the age of 58 years shall prior to attaining this age indicate to the University whether they wish to retire at the age of 60 or 65.

Those members of staff who have already attained the age of 58 but have not yet attained the age of 60 should indicate by August 31, 2001 whether they wish to retire at age 60 or 65.

Those members of staff who attained the age of 60 since August 1, 1999 shall by August 31, 2001 indicate whether they wish to retire at the end of their current contract or whether they would wish to retire at age 65. Where members of staff do not indicate their choice of retirement date their retirement date shall be the earlier of the two choices.

Should the existing arrangements with regard to retirement age change for other members of staff not covered by this agreement, these changes shall apply to the members of staff covered by this agreement in as far as it may allow them to retire prior to the age of 65 notwithstanding their having exercise the option to 65.

19. Re: UWI Participation in the FPS Advisory Committee
Settled by way of letter from the Vice Chancellor of 9.8.99, a copy of which appears in Appendix 4.

[Copy of Letter to Manager, FPS from Vice Chancellor, 9.5.99]

It has been brought to my attention that the above subject was discussed at the recent meetings in England between the University of the West Indies, your office and Equitable Life Assurance Society.

The nominees of the University of the West Indies will be the holders of the following positions:

University Bursar/Director of Finance, and

A representative from the West Indies Group of University Teachers (WIGUT)

These two nominees are hereby authorized to invite to the meeting any legal, actuarial or other person with the relevant expertise which may be occasionally required.

99 Blue Book items 23-33& 170-173

14 Mona

15. [Pension for Administrative and Technical Staff who act in Academic, Senior Administrative and Professional positions for two years or less]

The parties agree that staff members whose substantive posts are in the Administrative and Technical (AT) Staff category, and who act on a continuous basis for a period of two years or less in a post in the Academic Staff, Senior Administrative Staff and Professional (ASAP) Staff category, during such period, shall continue to contribute to the Pension Scheme for employees in the AT Staff category.

17. [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.

Preamble

96 Mona

1. This Agreement made and entered into this eleventh day of February 1997, by the University of the West Indies, 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 Senior Administrative and Library 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.

99 Mona

This Agreement made and entered into this 28th day of June, 2000, by the University of the West Indies, 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, Senior Administrative 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.

02 Mona

[Wording same as 99 above. Date 13th August, 2003].

05 Mona

[Wording same as 99 above. Date 3rd November, 2006].

08 Mona

[Wording same as 99 above. Date 30th April, 2009].

Supplementary Agreement

[Wording same as 96 above. Date: 30th of May, 2008].

11 Mona

[Wording same as 99 above. Date 3rd May, 2013].

14 Mona

[Wording same as 99 above. Date 17th December, 2015].

Printery Manager

02 Mona

8. The managers of the University Bookshop and the Printery shall be entitled to the following additional benefits enjoyed by Senior Administrative and Professional Staff: Sabbatical Leave, Assisted Leave, Passage and Baggage.

Productivity Incentive Scheme

99 Mona

16. A Committee consisting of representatives of WIGUT and the University Administrations shall be set up to explore and formulate an acceptable Productivity Incentive Scheme for all members of the Bargaining Unit. This committee shall begin meeting no later than 1st October, 2000. The Committee shall identify and recommend a source of funding which is acceptable to the University and shall ensure and oversee implementation of this scheme by 1st August, 2001.

Promotion from ATS to WIGUT Category

02 Mona

11. When a member of staff is promoted from an Administrative, Technical and Service (ATS) post to a post in the Academic Staff, Senior Administrative Staff and Professional Staff category, the University shall ensure that the staff member's security of employment is maintained.
It shall also ensure that in the transition from the post previously occupied to the new post, the member of staff is not disadvantaged. In the case of acting appointments, the member of staff shall not be disadvantaged with respect to the benefits in his or her substantive post.
On promotion or on taking up an acting post the member of staff shall have the opportunity to meet with a member of the HR team to ensure that this provision is honoured. The member shall have the right to be represented at this meeting by a colleague or a representative of the Union.

Prorating of Benefits

02 Mona

7. Where the length of a member of staff contract is not a whole number multiple of twelve months, all benefits with the exception of the Study and Travel Grant shall be prorated.

Readers

96 Mona

21. For Readers already at the top of the Senior Lecturer scale an annual automatic increment will be awarded for two further years.

Redundancy

96 Mona

16. Whenever redundancies are being considered, wherever practical an opportunity will be given for staff in posts to be made redundant to be reassigned (with re-tooling as necessary) elsewhere in the institution.

Persons who have retired but continue to be employed will be the first to be terminated. An advisory committee comprising four (4) representatives from the University and two (2) from the Union will be established to recommend to the relevant Finance & General Purposes Committee which additional persons should be terminated as a result of positions being made redundant. The Committee's recommendations shall be based on an assessment of the persons concerned using the criteria for assessment and promotions set out in Ordinance 8.12 (b).

Where it is not possible to make a clear distinction between staff on the basis of the Ordinance 8.12 (b) criteria, the following shall apply:

- (a) Staff who are on shorter contracts shall go before those on longer contracts.
- (b) Non-tenured staff shall go before tenured staff.
- (c) Where members of staff cannot be distinguished based on the above criteria the 'last-in first-out' principle shall be used as a tie-breaker.

The provisions of the Employment (Termination and Redundancy Payments) Act will form the basis of settlement, provided however that the notice period in existing contracts of employment will, if more favourable, apply.

Where termination benefits are to be paid, the determination of years of service shall be in accordance with the provisions of the Employment (Termination & Redundancy Payments) Act. The calculation of termination benefits shall be based on the following formula:

- (i) Staff members who have served one year or more but less than ten (10) years shall receive 3 weeks pay for each year of service.
- (ii) Staff members who have served ten years or more but less than twenty (20) years shall receive 4 weeks pay for each year of service.
- (iii) Staff members who are tenured or have served for 20 years or more shall receive 5 weeks pay for each year of service.

99 Mona

10. In addition to previously agreed provisions with respect to redundancy, when redundancies are being contemplated, a list of all available vacancies, along with the requirements for those positions shall be provided to the Union.

Discussions shall be held with the Union to ensure that, wherever practical, the opportunity is given for persons affected by redundancy to be considered for available vacancies within the University.

Regularisation of Benefits/Allowances

96 Mona

9. Accounting Assistants and Teaching/Research Assistants shall receive 75% of the Housing Allowance after five (5) years continuous service in those grades or above.

Administrators shall receive a Housing Allowance equivalent to 10% of salary. Accounting Assistants shall be eligible for assisted leave.

Renegotiating Employment Contracts

02 Mona

14. Members of staff shall be able to renegotiate existing contracts to enable them to take a career break, hold joint-appointments with institutions or organizations apart from the University or to shift from full time to part-time employment for an agreed period of time.

This matter shall be pursued through Local Level Negotiations.

Renewal of Contracts

02 Mona

15. Where a member of staff holds a fixed term contract and the University does not intend to renew the contract, the University shall make every effort to advise the member of staff prior to the termination date of the contract. In determining when to provide this information to the member of staff the University shall be guided by the notice period included in the contract.
25. The reappointment of staff on short-term contracts shall be done in accordance with guidelines agreed to between the Union and Management. The recommendations with respect to the renewal of contracts of all members of staff on temporary contracts or contracts of two years or less shall be routed through the relevant committee for evaluation and promotion. This matter shall be pursued through Local Level Negotiations.

11 Mona

19. [Temporary Appointments]

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.

14 Mona

[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 3** 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.
- 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 the case, but shall require the Campus Registrar to take corrective action as set out in paragraph iii above.

Contracts

08 Mona

- 7.
 - i. A joint Union-University body shall consider and make recommendations by July 30, 2009 on the matter of flexible contracts.
 - iii. The University shall undertake the development of a document setting out the policy on the employment of staff on a temporary basis. The document shall be submitted by June 30, 2009, for consideration by the Union/University body at (a) above.

Supplementary Agreement

- 5. **Improper Reappointment on Temporary Contracts**
The University shall seek, at the earliest possible opportunity, to fill all vacant posts. Such posts shall normally be filled by employing persons on normal three year contracts or, in the case of Instructors, on normal two year contracts. Temporary Appointments shall not be made for more than 4 years.
- 6. **Short Term Contracts**
The performance appraisal instruments used for members of the Bargaining Union on normal three year contracts or, in the case of Instructors, normal two year contracts, shall be used in the performance appraisal of temporary staff. Any modification to the instruments that may become necessary shall be mutually acceptable to the University and the Union.

7. Flexible Contracts
The management and the Union shall constitute a working group to review all types of flexible contracts and the terms and conditions of service applicable for each.
8. Contracts
This item is addressed by the agreement at No.s 5 & 6 above.

11 Mona

6.
 - i. 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.
 - ii. Management agreed to provide the Union with the procedure that will be followed in the evaluation of academic staff at the University of the West Indies School of Nursing (UWISON). This is set out by way of a letter to the President in Appendix II.
 - vi. Management agreed to continue discussions with the Ministry of Finance and Planning, separately, and jointly with the Union, with respect to the items that are applicable to members of the Bargaining Unit in the Heads of Agreement between the Government of Jamaica and the unions/staff associations representing public sector workers, signed on March 6, 2013. See Appendix III.

Research & Publications

99 Mona

14. The Minutes of the Meetings of Research and Publications Fund Committee shall be sent to the Union as soon as they are circulated to members of the Committee.

14 Mona

19. [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.

Research Assistants

93 Mona

5. Job descriptions, Terms & Conditions of Service & Promotion for the posts of (i) Assistant Accountant, (ii) Accounting Assistant and (iii) those staff currently designated Research Assistants who are working on the computerization of Registry, Bursary etc. shall be as set out in Appendix I. In the case of those staff in (iii) above not now included in superannuation provisions or their equivalent, 10% of salary in lieu of superannuation shall be paid retroactive to the start of their initial contract where there was no such provision.

96 Mona

9. Accounting Assistants and Teaching/Research Assistants shall receive 75% of the Housing Allowance after five (5) years continuous service in those grades or above.
Administrators shall receive a Housing Allowance equivalent to 10% of salary.
Accounting Assistants shall be eligible for assisted leave.

14 Mona

3. [Research Assistance for Deans and Heads of Department]
This item has been settled by way of a side letter from the Principal, Mona Campus to the President, WIGUT (Jamaica), attached to this Agreement as Appendix 1.

Research Fellowships

Responsibility Allowance

78 Mona

10. The Negotiating Sub-Committee noted the following agreements made at the local level as reported by WIGUT, Mona:
 - (iii) Agreed to give up to \$400 responsibility allowance to categories under Clause 73(1) f the rules for Academic and Senior Administrative Staff (August 1978) and under Clause (j) down to “deemed to be autonomous.” It was further agreed that the Management would examine further the claim for Responsibility Allowance for Officers in charge of Branch Libraries (Natural Sciences and Medicine).

81 Mona

- c. Responsibility Allowance – To be increased by 1000%. Figures of J\$4000 and J\$600 being changed to J\$800 and J\$1,200 respectively.

84 Mona

5. Responsibility allowance shall be increased by 50% for all presently in receipt.
6. Allowances for the posts of Deputy Dean and Vice Dean shall be as follows: ... responsibility: up to \$1,200 [when the University Dean resides at the campus or not].

90 Mona

2. Allowances for posts of responsibility shall be as set out in Appendix 1.

Appendix 1:

Deans: \$11,706 (Entertainment), \$4,680 (Transportation)

Heads: \$7,356 (Entertainment), \$4680 (Transportation)

Deputy/Vice Deans: \$7,356 (Entertainment [when Univ. Dean is present])

\$5,517 (Entertainment [when Univ. Dean is not present])

\$4,680 (Transportation).

99 Blue Book 73

Retirees

99 Mona

17.
 - a. The University shall grant to pensioners an annual adjustment to their pensions equivalent to 5% of the increase applied to Academic and Senior Administrative and Professional Staff.
 - b. Retirees shall be entitled to use the Library on the same terms and conditions as they had before retirement.
 - c. Persons who retired on or before 31st December, 1998, shall have access to facilities provided by the Health Centre on the terms and conditions existing at that time. Arrangements for persons who have retired subsequent to 31st December, 1998, shall be resolved at the Local Level no later than 31st August, 2000.

99 Blue Book 34

98 Statute 36

98 Ordinances 22

11 Mona

20. [Benefits for Retirees]
In addition to existing benefits, the parties agree that retirees shall be entitled to the following:
 - i. An Identification Number, an Identification Card and a motor vehicle sticker on request;

- ii. Continued access to the University Library and its resources, inclusive of borrowing right and access to electronic databases;
- iii. Continued use of their email account for three months after their retirement, following which they shall be issued with a new email address by the University. The University shall ensure that emails to the staff members' old email addresses are automatically forwarded to their new addresses for a minimum period of one year after the receipt of the new addresses.
- iv. Access to the Mona Information Technology Services (MITS) Helpdesk for matters relating to connectivity to the Campus/University and access to Campus/University ICT resources.
- v. The purchase of desktop software, provided this is allowed by the licensing agreements and that it is at no additional cost to the University
- vi. Selective communication via Mona Messaging and e-News.

Sabbatical Leave

78 Mona

- 10. The Negotiating Sub-Committee noted the following agreements made at the local level as reported by WIGUT, Mona:
 - (iv) Agreed that the present wording in the Rules for Academic and Senior Administrative Staff (August 1978) on replacements for staff on Sabbatical Leave is understood to mean that part-time replacements are permissible.”
In respect of 10 (iv) above the parties have noted that appointments of part-time replacements are subject to the approval of the Appointments Committee.

84 Mona

- 11. UWI shall endeavour to provide at least 15 sabbaticals for the triennium but no less than 10 sabbatical(s) shall be awarded.

87 Mona

- 8. One additional sabbatical to be provided in 1988/89 and two in 1989/90.

90 Mona

- 6. In respect of leave:
 - (a) Staff shall be eligible for fourteen (14) Sabbaticals each year;
 - (b) Staff on sabbatical leave shall be credited Study and Travel Grant during the sabbatical.

99 Mona

- 13. In considering eligibility for Sabbatical Leave, the fact that a member has taken Fellowship Leave shall be ignored provided that Fellowship Leave was taken within the first three (3) ears of the qualification period for Sabbatical Leave.

05 Mona

4. The number of sabbaticals available to members of the Union employed at the University Centre shall be increased from two (2) to three (3) per annum, with effect from 1st April, 2006.

14 Mona

13. [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.

Salary

75 Mona

5. Agreed that salary scales shall be as follows-
 - (a) Scales for 1/8/75 to 31/7/76 - [See scales on original contract].
 - (b) Scales for 1/8/76 to 31/7/77 –

A basic 6% increase on 1976/76 scales, plus one increment for every 5% (or nearest fraction thereof) by which the CPI (KMA) increases beyond 10%. This percentage increase in the CPI (KMA) shall be the percentage by which the June, 1976 CPI (KMA) exceeds the June 1975 CPI (KMA).

(c) Scales for 1/8/77 to 31/7/78 –

A basic 6% increase on 1976/77 scales, plus one increment for every 5% (or nearest fraction thereof) by which the CPI (KMA) increases beyond 10%.

This percentage increase in the CPI (KMA) shall be the percentage by which the June 1977 (CPI (KMA)) exceeds the June 1976 CPI (KMA).

All these scales shall be converted on a point-to point basis.

For the purpose of calculation, for the Professorial scale an increment shall be regarded as \$5000; for Teaching Assistants \$240 and for Foreign Assistants \$270.

7. Agreed that both parties recommend that the University Grants Committee should consider back-dating the scales agreed on for 1975/1976 in substitution for the May 1974 claim.
8. Excerpt from WIGUT Letter to UGC, 19th Nov., 1975 (Subsequent to signing of contract: ‘In keeping with the statement issued on 16th Nov. by the Chairman of U.G.C., the bargaining unit, through WIGUT (Mona) at an open meeting on Monday, 17th Nov., voted overwhelmingly to accept a redistribution of U.G.C.’s allocation of money for the Mona campus salary increases on the following bases:
 1. For 1975/76, a flat \$2,010 increase across the board to each member of the bargaining unit. (For details, see Appendix I, Resolution 2 and Appendix II).
 2. For 1975/76, the increases in increments approved by U.G.C.
 3. For 1976/77 & 77/78, the Union is placing its claim before U.G.C. as contained in Appendix I, Resolution 1 in view of the inadequacy of the U.G.C. –decided 7 ½ increases for those years. [**See full text of letter and scales attached to it for more details.**]

78 Mona

1. WIGUT agreed to accept the salary scales as attached in Appendix I, subject to 2 below.

81 Mona

- a. Salaries – Have been increased by 10% in each of the years, 1981, 1982 & 1983. In addition a Mona Inducement Allowance will be paid to staff in Jamaica and will be incorporated into salary at 1/7/84. The resulting salary scales are attached. In addition, Tables are given for the different categories of staff indicating for each year the Mona Inducement Allowance corresponding to each point in the salary scale. [No formal agreement but details in letter from Pro Vice Chancellor (Planning) to Registrar, referring to details set out in Seventh Report of the Negotiating Sub-Committee to the Ministerial Sub-Committee. Appendix IV.)
- b. All staff whose salaries at 1st August 1981 were off the scales will be moved to the next point in the scale before the above increases are applied.

84 Mona

- 1 Salaries shall remain at existing levels until 1st December, 1986 when they shall be as set out in Appendix I.
The precise scales are to be settled by local level agreement.
It is agreed that for those categories of staff whose salary ranges are not set out in Appendix I the precise emoluments package shall be settled at the local level. For those categories whose salaries have hitherto overlapped categories contained in Appendix I, the emoluments packages shall retain approximately the existing relationships, although the structure need not be precisely the same. For other categories, the emoluments package shall be guided by previously existing differentials.
It is agreed that position of persons going on retirement before the new salary rates come into effect shall be settled at the local level.

87 Mona

1. Salaries shall be adjusted on the 1st December, 1987, 1st November 1988, and 1st December 1989 as set out in Appendix I.
The precise scales will be settled at the local level.
It is agreed that for those categories of staff whose salary ranges are not set out in Appendix I, the precise emoluments package shall be settled at the local level. For those categories whose salaries have hitherto overlapped categories contained in Appendix I, the emoluments packages shall retain approximately the existing relationships, although the structure need not be precisely the same. For other categories, the emoluments packages shall be guided by previously existing differentials.

90 Mona

1. Salaries shall be increased by 12 ½ % in each of the contract years 1990/91, 1991/92 and 1992/93.
Side Letter from Permanent Secretary, Ministry of the Public Service, 20/2/91:
 - (i) A regional adjustment allowance will be paid to the academic and related staff at Mona which represents an increase of the following magnitude –Year I 62 ½ %, Year II 17 ½ % and Year III an amount to achieve a range of emoluments similar to those being paid at the lead campus of the University.
 - (ii) Should there be a slippage at the end of Year I of more than 5%, as a result of exchange rate adjustments, in the relationship at the time the agreement was signed between Mona emoluments and those of the lead campus a special adjustment will be made to restore the relationship.
 - (iv) The University Grants Committee to be requested to set up a Committee to make recommendations on the bases for a common basic salary structure for the region within a targeted six months.

93 Mona

- 1 Salaries and Entertainment, Transportation and Housing Allowances shall be increased as follows:
 - 15.55% w.e.f. 1st July, 1993
 - 0% w.e.f. 1/8/93
 - 9% w.e.f. 1/8/94
 - 9% w.e.f. 1/8/95.

For Administrators See **93 Mona Administrator, 1.**

96 Mona

2. Salaries shall be increased as follows:-
 - 15% w.e.f. 1.8.96
 - 12% w.e.f. 1.8.97
 - 9% w.e.f. 1.8.98

99 Mona

3. During the course of the 1999-2002 triennium, the compensation package of WIGUT level employees shall be reconfigured.

A single salary spine shall be introduced to replace the individual salary scales that now exist for each category of staff. A designated range on the new salary spine will replace the individual salary scales.

The Entertainment Allowance shall be rolled into salary at the end of the first of the year of the contract and the Transportation Allowance shall be rolled into salary at the end of the second year of the contract. In rolling I the Entertainment and Transportation Allowances, it is agreed that in the existing context, these allowances no longer serve a useful purpose and there shall be no attempt to reintroduce these in the immediate future.

In this Item, Entertainment and Transportation Allowances refer exclusively to those that are paid generally to all members of the bargaining unit and do not refer to those that are paid to office holders such as Deans and Heads of Departments for the duration of their term of office.

The details of the common salary spine shall be settled at the local level no later than 5th July, 2000. The spine as far as possible shall maintain relationships across the grades and categories as existed during the 1996-99 triennium. In this exercise, the University's offer, by way of letter dated 8.5.98 (included as Appendix 3 for ease of reference), to reduce the overlap between Lecturer and Senior Lecturer grades, shall be taken into consideration.

- a) Entertainment Allowance shall be increased by 4% w.e.f. 1.8.99.
- b) Transportation Allowance shall be increased by 4% w.e.f. 1.8.99.
- c) Transportation Allowance shall be increased by 3% w.e.f. 1.8.00.
- d) Salary shall be increased by 4% w.e.f. 1.8.99.
- e) Salary shall be increased by 3% w.e.f. 1.8.00.
- f) Salary shall be increased by 3% w.e.f. 1.8.01.

02 Mona

1. The existing salary scales and salary spine shall be realigned with a view to moving in this triennium to an approximate 2.5% increment that achieves an overall average 2.5% increment across the salary spine with the intention in subsequent triennia of moving to a 2.5% increment.

Based on this realignment, salary scales will be increased as follows:

August 1, 2002	3%
August 1, 2003	3%
August 1, 2004	3%

In keeping with contemporary collective bargaining practices the Management shall put in place a team to meet with the Union to identify appropriate benchmarks for salaries.

5. [Salary Scales]
As a result of the salary realignment, the scales for the Senior Lecturer Non-Medical shall be adjusted to provide for five points above the Bar and also be adjusted to maintain the existing relationship between Medical and Non-Medical scales.

99 Blue Book items 1-22

05 Mona

1. Management shall, by the ending of this triennium, i.e. 31st July, 2008, complete the salary spine realignment exercise in keeping with the item 1 of the 2002-2005 Collective Bargaining Agreement.

Salaries shall be increased as follows:

August 1, 2005	-	March 31, 2006	0%
April 1, 2006	-	July 31, 2006	16.5%
August 1, 2006	-	July 31, 2007	5%
August 1, 2007	-	July 31, 2008	5%

08 Mona

2. Salaries shall be increased as follows:

August 1, 2008	-	July 31, 2009	15%
August 1, 2009	-	July 31, 2010	7%
August 1, 2010	-	July 31, 2011	5%

Supplementary Agreement: Salary Spine

1. This item is settled by way of a side letter from the Union to the Principal as Appendix I* to this Agreement

*Re: Local Level Negotiations on Matters Carried Over from Previous Triennial Negotiations

Of the list of items for negotiation, WIGUT (Jamaica) wishes to indicate the following:

- (1) In relation to Item 1, The Salary Spine, the Union is satisfied with measures the University has taken to implement the agreed arrangements.

11 Mona

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

14 Mona

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 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.

- (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.

Scope and Duration

78 Mona

12. Agreed that the items set out in this record shall be deemed to have come into effect on August 1, 1978.

87 Mona

In respect of all Centre staff within the Bargaining Unit employed at Mona, WIGUT, Jamaica and UGC?UWI Negotiating Sub-Committee agree that, for the period 1/8/87 to 31/7/90, all the agreements set out in the Agreement between the CGC/UWI Negotiating Sub-Committee and WIGUT, Jamaica, for the Mona staff shall apply.

96 Mona

26. This agreement shall apply to all Academic, Senior Administrative and Library Staff who are employed in posts assigned to the Mona Campus and resident in Jamaica. It shall commence as from the first day of August 1996 and shall remain in force for a period of three years ending on the thirty-first day of July 1999 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.

Should the negotiations for a new Collective Agreement not be completed by July 31, 1999 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.

99 Mona

25. This agreement shall apply to all Academic, Senior Administrative and Professional Staff who are employed in posts assigned to the Mona Campus and resident in Jamaica. It shall commence as from the first of August 1999 and shall remain in force for a period of three years ending on the thirty first day of July, 2002 unless altered by mutual agreement.

Negotiations for a subsequent Collective Agreement not to be completed by July 31, 2002, the provisions of this Agreement shall be adhered to until a new Agreement takes effect.

Should the negotiations for a new Collective Agreement not be completed by July 31, 2002, 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.

99 Centre

This agreement made and entered into this 28th day of June, 2000 by the University of the West Indies, hereinafter referred to as the University and the West Indies Group of University Teachers (Jamaica) hereinafter referred to as the Union, shall apply to all Academic, Senior Administrative and Professional staff who are employed in the posts assigned to the University Centre and resident in Jamaica.

The terms and conditions of service established by the agreement dated this 28th day of June, 2000 between the University and the Union, for all Academic, Senior Administrative and Professional staff who are employed in posts assigned to the Mona Campus and resident in Jamaica shall also apply to the staff who are employed in posts assigned to the University Centre and resident in Jamaica.

02 Mona

28. This agreement shall apply to all Academic Staff, Senior Administrative Staff and Professional Staff who are employed in the posts assigned to the Mona Campus and resident in Jamaica.

This Agreement shall commence on the first day of August 2002 and shall remain in force for a period of three years, ending on the thirty first day of July 2005 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.

Should the negotiations for a new Collective Agreement not to be completed by July 31, 2005, 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.

05 Mona

Except for items 4 and 5 above, this Agreement shall apply to all Academic Staff, Senior Administrative Staff and Professional Staff who are employed in the posts assigned to the Mona Campus and resident in Jamaica.

This Agreement shall commence on first day of August, 2005 and shall remain in force for a period of three years, ending on the thirty first day of July 2008 unless altered be agreement.

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

Should the negotiations for a new Collective Agreement not be completed by July 31, 2008, 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.

08 Mona

14. This agreement shall apply to all Academic, Senior Administrative and Professional Staff who are employed in the posts assigned to the Mona Campus, including the Western Jamaica Campus and resident in Jamaica. It shall commence as from the first day of August 2008 and shall remain in force for a period of three years ending on the thirty first day of July 2011 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.

Should the negotiations for a new Collective Agreement not to be completed by July 31, 2011, 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.

11 Mona

22. This agreement shall apply to all Academic Staff, Senior Administrative Staff and Professional Staff who are employed in the posts assigned to the Mona Campus, including the Western Jamaica Campus and resident in Jamaica. 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.

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

Should the negotiations for a new Collective Agreement not to be completed by July 31, 2014, 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.

14 Mona

21. 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 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.

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.

Settling-in Loans

02 Mona

4. The current Consumption, Settling-in, Car and House Loan Schemes shall be replaced by an all-inclusive revolving loan fund to be managed by a Joint Management/Union Committee and administered by a financial institution chosen based on competitive tender at intervals agreed to by the Union and Management. Initially this scheme shall be administered by the UWI Mona Community Co-operative Credit Union Limited. The Joint Management/Union Committee shall consist of two representatives each with a mutually agreed chair.

99 Blue Book 105

Study and Travel Grant

75 Mona

2. Agreed that the present Study and Travel Grant shall be upgraded on an annual basis, such upgrading being determined by multiplying the existing

(Cato) figures by the ration of the economy year-round air-fare to the U.K. (return) on 1st August in the particular year to that existing on 1st August 1973. In respect of the period 1975/76 the figures shall read:

Staff Member	-	\$725
Spouse	-	\$326
Child (maximum 3)	-	\$181

78 Mona

3. Agreed that:
 - (i) This shall be upgraded to \$1,475 per member of staff, \$663 per spouse and \$368 per child (maximum 3) with effect from August 1, 1978. This grant shall be adjusted on the first of August in each subsequent year of the contract by the percentage change in the cost of economy return airfares to London over that in effect on August 1, of the preceding year.
 - (ii) UGC be asked to agree that in the event that there are increases requiring additional funds, it will approve the additional amount required.

81 Mona

- g. Study and Travel Grant – Principles modified so as to increase to 60% the sum available to staff and to reduce to 6 2/3% the sum available for each child up to three, the 20% figure for spouse remaining the same. (The also applies to Cave Hill.)

90 Mona

- 6 (b) Staff on sabbatical leave shall be credited Study and Travel Grant during the sabbatical.

93 Mona

4. Study and Travel Grant shall be allocated 75% to staff member, 12.5% to each child (max. three children) all other conditions remain unchanged.

99 Mona

6. d. Members of the Union reclassified as in 6) a above, shall be entitled to Study and Travel Grant.

[Memorandum of Agreement between UWI and WIGUT re Reclassification of Administrator Posts]

Assisted Passage Leave/Study and Travel Grant

Members of staff for whom Assisted Passage leave was not approved to be taken on a date subsequent to August 1, 1999 shall no longer be entitled to Assisted Passage Leave. Such members of staff shall be credited with Study and Travel Grant from August 1, 1999 on the same basis as Assistant Registrars.

In addition to the above such members of staff shall have credited to their Study and Travel Grant a sum equivalent to the product of the number of years served that would have counted towards eligibility for

assisted passage leave) times one sixth the value of the sum that they would have received should they have been eligible to go on Assisted Passage Leave on August 1, 1999.

Members of staff for whom Assisted Passage Leave was approved to be taken on a date subsequent to August 1, 1999 shall have a choice with respect to the transition to Study and Travel Grant eligibility. They may opt to be treated in the same manner as those members for whom Assisted Passage Leave was not approved to be taken subsequent to August 1, 1999. Alternatively they may opt to go on Assisted Passage Leave as approved. In the latter case they shall be credited with Study and Travel Grant from the date of service that would have begun to count for the next Assisted Passage Leave or August 1, 1999, whichever is later.

If any of their service prior to August 1, 1999 would have counted for eligibility for a subsequent Assisted Passage leave this service shall be counted for credit to Study and Travel Grant in the manner specified above. If any of the service after August 1, 1999 would have counted for eligibility for a subsequent Assisted Passage leave this service shall be counted for credit to Study and Travel Grant on the same basis as Assistant Registrars.

02 Mona

Foreign Language Instructors shall be entitled to 75% of the Study and Travel Grant currently available to staff at the level of Assistant Lecturer and above on existing terms and conditions.

05 Mona

5. [Support for Research]
It is agreed that the New Initiative Grant for Centre Staff shall be dealt with by the University administratively.

08 Mona

9. Up to 20% of the annual Study and Travel Grant may be used by staff members to pay tuition fees for academic courses and/or programmes offered locally or overseas. This amount can be accumulated up to a maximum of four years.

Where a staff member is required to obtain a visa for an approved visit overseas under the Study and Travel Grant arrangements, he/she may claim for the reimbursement of the fee for the visa from the Study and Travel Grant.

11 Mona

8. 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 Jamaica which members of staff attend for their professional development, advancement and learning;
 - b. Travel to, and accommodation at, locations that are not less than 50 miles away from the location at which members of staff are normally posted 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.

14 Mona

- 8. Use of Study and Travel Grant for Regional and International Conferences in Jamaica

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 Jamaica.

99 Blue Book 130-144

Study Leave

75 Mona

- 4. Agreed that Study Leave for staff whose duties are continuous may be apportioned on a yearly basis, not exceeding 2 weeks per year in the years that the full Study Leave is not taken; such leave is at the discretion of the Head of the Department and requests must be supported by statements showing the activity

proposed for the leave. Such leave is to be subtracted from the thirteen weeks to which the member of staff is normally eligible in the third year.

84 Mona

15. WIGUT's claim for reallocation of the Study and Travel Grant shall be referred for examination and negotiation between the UWI cross campus management team and the campus WIGUTs for reference to F&GPC.

99 Mona

[Memorandum of Agreement between UWI and WIGUT re: Reclassification of Administrator Posts]

Study Leave

In determining when a member of staff becomes eligible for full Study Leave one half of the number of years of service that would have qualified them for their next Assisted Passage Leave shall be counted.

99 Blue Book 119-124,128-129&164

Supervisor of Works

78 Mona

10. The Negotiating Sub-Committee noted the following agreements made at the local level as reported by WIGUT, Mona:
(i) Agreed that the annual vacation leave for Supervisors of Works shall be five weeks with effect from August 1, 1978.

Subsistence Rates

99 Mona

18. The claim that the Jamaican dollar equivalent of the daily subsistence rate paid to visitors shall be applicable for approved local travel, shall be dealt with at the Local Level, with a deadline for settlement of 15th July, 2000.

99 Blue Book 81-85

Teaching Assistants

96 Mona

9. Accounting Assistants and Teaching/Research Assistants shall receive 75% of the Housing Allowance after five (5) years continuous service in those grades or above.
Administrators shall receive a Housing Allowance equivalent to 10% of salary.
Accounting Assistants shall be eligible for assisted leave.

Technology/Instructional Grant

96 Mona

17. A reimbursable Technology/Instructional grant equivalent to US\$1,582.00 at time of signing will be made to members of the Bargaining Unit over the life of this agreement.
At the end of the third year of this Agreement the J\$ equivalent of this grant at the time of signing will be rolled into salary.

Transfers

02 Mona

24. Where a member of staff is, at the request of the University, transferred within Jamaica, the University shall pay reasonable expenses for moving household effects, personal effects, books and other professional materials.

Transportation Allowance

78 Mona

9. Agreed that: the administration of the Transportation Allowance shall be worked out with the Union by a sub-committee of the UGC/UWI Negotiating Sub-Committee.
10. Memorandum of Agreement Between UGC/UWI Negotiating Sub-Committee and WIGUT Mona-1978/81:
Following the agreement by the UC/UWI Negotiating Sub-Committee that the Chairman should meet with WIGUT Mona to work out an agreement with regard to the Transportation Allowance, the following agreement was reached at a meeting at Mona on May 26, 1979:
Agreed:
 1. Transportation Allowance to be effective August 1, 1978.
 2. Should be calculated on an annual basis and disbursed monthly.
 3. Four-fifths of the annual grant of \$900 should be available to a staff member by completing Section A of the appropriate claim form.
 4. An additional one-fifth may be reimbursed on completion of Section B of the claim form.
 5. Persons now in receipt of upkeep or commuted allowance will be eligible for reimbursement of one-fifth of the annual grant on satisfactory completion of an appropriate form in respect of traveling in relation to public service and research.
 6. All members of staff may make claims in relation to travel up to a further one-fifth of the grant but settlement of such claims will be dependent on the availability of funds.
 7. A Standing Committee consisting of two members of UWI Management and two members of WIGUT Mona will review the financial position of the fund three months before the end of the financial year i.e. at the end of

- April and determine what additional allocations should be made in respect of claims under 6 above.
8. The Standing Committee shall initially establish guidelines in relation to acceptability of claims and will work out details of the claim forms.
 9. Any unexpended balance in the fund at the end of a financial year shall be carried forward to the succeeding year.

81 Mona

- b. Transportation Allowance – To be calculated on the basis of \$1,600 per annum instead of the present \$900 per annum. The following has also been agreed in local level discussions:
 - a. The basic sum to be paid to a staff member not in receipt of an official Travelling Allowance to be \$1,422 instead of the present \$720;
 - b. Members of the Bargaining Unit in receipt of a Travelling Allowance will receive \$600 per annum;
 - c. Staff may apply for a further grant up to \$360 in accordance with the present rules.

84 Mona

2. The transportation allowance shall be increased to the following annual rates:

	1/8/84 to 31/7/85	1/8/85 to 30/11/8	1/12/86 on
Asst. Lect	\$3,750	4,920	7,200
Lect to bar	\$5,600	6,270	8,700
Lect above bar	\$6,400	7,110	9,900
Snr Lect	\$6,900	7,410	13,800
Professor	\$8,000	9,600	13,800

The allowance shall be paid in full to all members of the bargaining unit who complete the appropriate form (as agreed on at the local level) to be issued by the Bursary.

The position of those persons now in receipt of Travelling Allowance shall be settled at the local level.

Deans and Heads of Department shall receive an additional allowance of \$1,200 per annum.

6. Allowance for the post of Deputy Dean and Vice Dean shall be as follows: transportation: up to \$1,200 [When the University Dean resides at the campus or not].

87 Mona

4.
 - (i) This allowance to be increased to the levels set out in Appendix I.
 - (ii) The principle has been accepted of cars being made available to members of the bargaining unit on special terms as approved by the Government of Jamaica.

In respect of the period ending 31/3/89 the University will make every effort to finalize arrangements with relevant Ministry for seventy cars to be made available to members of the bargaining unit, (assignment to be determined by mutual agreement of WIGUT and the UWI).
For subsequent years, the University will make every effort to ensure that similar arrangements of seventy cars each year are in place.

11. The University commits itself to concluding negotiations by July 1, 1988, on the claim re Travel Allowance and Book Purchase.

90 Mona

4. (b) The Transport and Entertainment Allowance shall be increased by 12½ % in each of the contract years 1990/91, 1991/92 and 1992/93.

93 Mona

1. Salaries and Entertainment, Transportation and Housing Allowances shall be increased as follows:
15.55% w.e.f. 1st July, 1993
0% w.e.f. 1/8/93
9% w.e.f. 1/8/94
9% w.e.f. 1/8/95.

For Administrators See **93 Mona Administrator, 1.**

96 Mona

3. Transportation Allowance shall be increased as follows:
30% w.e.f. 1.8.96
20% w.e.f. 1.8.97
20% w.e.f. 1.8.98

99 Mona

3. During the course of the 1999-2002 triennium, the compensation package of WIGUT level employees shall be reconfigured.
A single salary spine shall be introduced to replace the individual salary scales that now exist for each category of staff. A designated range on the new salary spine will replace the individual salary scales.
The Entertainment Allowance shall be rolled into salary at the end of the first of the year of the contract and the Transportation Allowance shall be rolled into salary at the end of the second year of the contract. In rolling I the Entertainment and Transportation Allowances, it is agreed that in the existing

context, these allowances no longer serve a useful purpose and there shall be no attempt to reintroduce these in the immediate future.

In this Item, Entertainment and Transportation Allowances refer exclusively to those that are paid generally to all members of the bargaining unit and do not refer to those that are paid to office holders such as Deans and Heads of Departments for the duration of their term of office.

The details of the common salary spine shall be settled at the local level no later than 5th July, 2000. The spine as far as possible shall maintain relationships across the grades and categories as existed during the 1996-99 triennium. In this exercise, the University's offer, by way of letter dated 8.5.98 (included as Appendix 3 for ease of reference), to reduce the overlap between Lecturer and Senior Lecturer grades, shall be taken into consideration.

- a) Entertainment Allowance shall be increased by 4% w.e.f. 1.8.99.
- b) Transportation Allowance shall be increased by 4% w.e.f. 1.8.99.
- c) Transportation Allowance shall be increased by 3% w.e.f. 1.8.00.
- d) Salary shall be increased by 4% w.e.f. 1.8.99.
- e) Salary shall be increased by 3% w.e.f. 1.8.00.
- f) Salary shall be increased by 3% w.e.f. 1.8.01.

99 Blue Book 88

Traveling Allowance

99 Mona

[Memorandum of Agreement between UWI and WIGUT re: Reclassification of Administrator Posts]

Travelling Allowance

All members of staff currently appointed to a post designated Administrator shall continue to receive a traveling allowance when reclassified as an Administrative Officer. The decision as to whether new members of staff appointed after August 1, 2000 to the positions reclassified as Administrative Officer that were formerly designated as Administrator posts shall receive a travelling allowance shall be determined in accordance with Rule 87(a) and (c) of the Blue Book.

Travel Insurance (Health, Personal Accident, Baggage)

87 Mona

10. Assistance at the levels set out below will be offered for the payment of health insurance abroad while on study and travel leave:
Equiv. US\$30.00 for up to one month; US\$50 for 1-2 months;
US\$75.00 for 2-3 months; and US\$100 for 3 months and over.

99 Mona

20. Settled by way of a letter from the Campus Bursar dated 21.9.99 included in as Appendix 5. **[NB: In fact, Appendix 5, while addressing the issue is in fact a letter from the Acting University Registrar addressed to officers of the University.]**

Letter from Acting University Registrar, addressed to Vice-Chancellor, Pro-Vice Chancellors, Deputy Principal, University Bursar, Campus Registrar, Deans, Heads of Departments, Senior Administrative Staff, 24.9.99.]

Effective October 1, 1999, members of staff traveling overseas on University business will be covered under the University's Personal Accident Travel Insurance Scheme as indicated in the attached schedules (SCHEDULE 1 & SCHEDULE 2).

Additionally, there will be baggage coverage of up to a maximum of J\$40,000 per person. Officers traveling will, however, be required to complete the attached FORM 1, which can be obtained from Mrs. Rose Watts or Mrs. Herfa Shaw in the Bursary. I should be grateful if Heads of Departments would inform their staff accordingly.

99 Blue Book 81 - 86

Tuition Fees

84 Mona

11. A joint paper will be put to the CGC by WIGUT and the UWI management along with the present agreement in support of the position that all members of the bargaining unit and their dependents shall be exempt from all forms whatsoever of charges for tuition (e.g. "economic costs", "tuition fees").

99 Blue Book 68-69

11 Mona

11. [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 Instructor 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 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 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 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 11A (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.
 - 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.

Material Support

14 Mona

- 16. [University material support for WIGUT]
This item has been settled by way of a side letter from the Principal, Mona Campus to the President, WIGUT (Jamaica), attached to this Agreement as **Appendix 4**.

Union/Management Meetings

99 Mona

15. Regular Union/Management meetings shall be held 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. These meetings shall be held every three months or more frequently when necessary.

11 Mona

18. Clause 15 of the 1999-2002 Agreement shall be superseded by the following: Regular Union/Management meetings shall be held 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. These meetings shall be held monthly or more frequently when necessary.

14 Mona

5. [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 practiced, so as to make it reasonable to consider it a policy of the University.

Units, Definition and Head's Allowances

96 Mona

18. Deans shall receive annual allowances equivalent to 75% of the allowances aid to Pro-Vice Chancellors. The current equivalent allowances are:

Entertainment	\$ 90,000
Travelling	218,736
Special	121,500

Deputy, Vice, Associate or Assistant Deans and Heads of Department will receive 50% of the above-mentioned allowances applicable to Deans.

99 Blue Book 73-74 &88

98 Ordinance 8.6

99 Mona

7. A Joint University/Union committee shall be set up to:
 - a) identify entities which are currently officially Units as a result of being so designated by the appropriate University body, or as a result of the granting to the Head of a special allowance,
 - b) identify all those entities which have the word 'Unit' in their titles,
 - c) in the light of the above, to review the current practice and criteria by which entities officially become Units,
 - d) identify any entities which are currently not but which ought to be converted into official Units,
 - e) recommend a definition of Unit.

This committee shall consist of 2 persons named by the University, 2 by the Union, and the 5th member to be mutually agreed between the parties to act as Chairperson. This Committee shall be appointed no later than 15th July, 2000, and hold its first meeting no later than 15th September, 2000. This committee shall report to the Union and the University. The recommendations of this committee shall be submitted to the relevant Finance and General Purposes Committee which shall consider and act upon these in a timely manner.

02 Mona

22. [Head of Unit]
Clear guidelines shall be established to determine which heads of units and other entities receive allowances.
This matter shall be pursued through Local Level Negotiations.

08 Mona (*Supplementary Agreement*)

2. Definition of Unit

This item is settled by way of a side letter from the Principal to the Union indicating the criterion used by the Mona Campus to determine which units are autonomous. The side letter is attached to this Agreement as Appendix II*.

*Re: Claim pertaining to the 'Definition of Units'

I have been informed that the claim regarding the 'Definition of Units' has given rise to the question of which units are considered autonomous. As you are no doubt aware, Rule 73(e) of the Blue Book states that

'Officers-in-Charge of Branches, Units or Sub-Departments (whether for teaching or research purposes) which for administrative purposes are deemed to be autonomous....'
Shall be paid an Entertainment Allowance. Please be advised that the Mona Campus deems to be autonomous **any teaching or research Branch, Unit or Sub-Department where the Officer-in-Charge is at least at the level of a budget-holder and reports directly to a position not below the level of Principal Budget-holder.**

3. Allowances for Heads of Unit
The settlement at No.2 above is applicable to this item.

Upgrading Teaching & Washroom Facilities

99 Mona

2. This item is settled by way of a letter of commitment from the Campus Principal to the President of WIGUT (Jamaica), as Appendix 2 to the Agreement. Letter from Principal to President of WIGUT (22.6.00)
Re: Programme of Physical Upgrading and Refurbishing
The University management is aware of the less than adequate state of the physical plant on the Mona Campus. It is proposed to start a programme of physical upgrading and refurbishing. This programme will proceed on a phased basis starting in Summer 2000 and continuing over each of the next two Summers. This process shall have as its target (i) washroom facilities and (ii) the areas used for teaching.
In attempting to tackle the most badly affected areas first, in Summer 2000, the upgrading and refurbishing programme will focus on washroom facilities in the Faculty of Pure and Applied Sciences, and both the washroom and teaching facilities in the Faculty of Arts and Education. In each of the succeeding summers, there shall be a renewal of the upgrading and refurbishing programme.
The West Indies Group of University Teachers (WIGUT) is being invited to be intimately involved in deciding on what the priorities would be as well as on the specific details of the upgrading and refurbishing. The Union is also welcome to be involved in overseeing implementation of each phase of the project.

Vacation Leave (See Local Leave)

Vice Dean (See Deputy Dean)

Work Week

96 Mona

12. The normal work week for non-teaching/non-research staff shall be forty hours consisting of eight hours per day (inclusive of one hour meal break) Monday to Friday.

Payment Schedule

05 Mona

Payment of the new rates agreed to herein shall begin no later than November, 2006.

Payment of retroactive pay shall take place no later than December, 2006.

08 Mona

5. [Review of Emoluments]

It is agreed that should the Government of Jamaica (GOJ) grant an increase in salaries and allowances to its employees above that offered to the Union during the period of this Agreement, the University shall make submissions to the GOJ for an adjustment to be made to salaries and related allowances (including items 3&4) in order to ensure that the University's employees are not put at a disadvantage.

13. [Condition for Payment and Payment Schedule]

Payment of the increases indicated at clauses 2, 3 and 4 above and any adjustment that might arise from the agreement at clause 5 shall be subject to the policies of the Government of Jamaica (GOJ) and the receipt of funds earmarked for such payment from the G.O.J.

Payment of the new rates agreed to herein shall begin by May 22, 2009, provided the above-mentioned condition has been met. Should this condition not be met by then, payment will be made by the earliest practicable date after the requisite funds have been received from the Government of Jamaica.

Payment of retroactive emoluments shall be made by July 24, 2009, provided the aforementioned condition has been met. Should this condition not be met by then, payment will be made by the earliest practicable date after the requisite funds have been received from the Government of Jamaica.

Protocol

08 Mona

1. i. In pursuance of the commitment of the University and the Union to achieving greater levels of efficiency and productivity and to make the University an internationally competitive institution, the Protocol contained in the Appendix to this Agreement has been agreed between the University and the Union.

ii. The University in fulfilling its commitment to achieving internationally competitive salaries and other terms and conditions of employment will do so only where the financial resources of the University and/or the financial resources and policies of the Contributing Governments permit.

Protocol [Appendix to the 2008 – 2011 Agreement]

The University of the West Indies, Mona Campus and the West Indies Group of University Teachers (WIGUT) Jamaica have agreed to work in partnership to achieve greater levels of efficiency and productivity and to make the University an internationally competitive institution.

The parties are further committed to preserving the core strategic focus of the University, and to ensure that the Strategic Plan, 2007-2012 is fully implemented so that the Institution will continue to “remain relevant and to sustain an unrivalled contribution to social mobility and national and regional development [*UWI Revised Draft Strategic Plan, page 6*].

To this end, the parties have agreed to the following:

1. The University will seek to use its best endeavours to advance its commitment to achieving internationally competitive salaries and other terms and conditions of employment over time.
2. The University will also seek to rationalize over time the relationships between salaries and other terms and conditions of employment for academic and other categories of staff to make them reflective of international norms.
3. That the University in fulfilling its commitment to achieving internationally competitive salaries and other terms and conditions of employment will do so only where the financial resources of the University and/or the financial resources and policies of the Contributing Governments permit.
4. That the University in consultation with the Union engage the services of a consultant/s to examine and report findings on comparators in agreed Universities in Commonwealth Countries, the U.S.A and the European Union with respect to:
 - a. Salaries
 - b. other terms and conditions of employment; and
 - c. the relationships between salaries and other terms and conditions of employment for academic and other categories of staff.

The report shall be submitted to the University and the Union within ten months of the work being undertaken.

5. That the Union/Management Meetings established under Clause 15 of the 1999-2002 Collective Agreement between the University and the Union shall undertake as one of its tasks the review of the consultant(s)' report in an effort to ensure the timely implementation of the decisions, agreed on by the Union and the University, in the context of this review.

Claims

14 Mona

20. [Additional Items of Claim]

It is agreed that the two letters from the Principal to the President of the Union dated December 9, 2015 (attached hereto as **Appendices 5 and 6**), together with item 4.i of this Agreement, constitute Management's response to the Additional Items of Claim received from the Union on September 22, 2015 and form part of this Agreement.

Expansion of the University

11 Mona

16. [The expansion, reorganization or amalgamation of University entities]

The parties agree that where consideration is being given to an expansion, reorganization or amalgamation of University entities such as but not limited to, campuses, schools, colleges, institutes, departments, units or sub-units, the Union shall be consulted, and if the consultations conclude that the existing terms and conditions of service are inappropriate or inadequate, immediate steps shall be taken to negotiate the terms and conditions of service for the employees of the campuses, schools, colleges, institutes, departments, units or sub-units.

Discrimination and Victimization

11 Mona

- 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:
 - a. The conduct of the staff members' appraisal, assessment or evaluation;
 - b. The determination of their compensation and benefits package.
- iv. Nothing in *Clause 14* 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.

Workload

08 Mona (Supplementary Agreement)

- 11. The Union shall provide the University with the results of its internal Work Load Survey by 7th May, 2008, and negotiations regarding a review of:
 - 1. Teaching load norms
 - 2. Other work load norms shall begin on 14th May, 2008.

Reward Scheme

08 Mona (Supplementary Agreement)

- 4. The University shall implement a pilot Reward Scheme to reward innovation and institutional transformation amongst members of the Bargaining Unit. This pilot scheme shall begin in the 2008-9 Academic Year. The details of this scheme shall be worked out through negotiations between the University and Union.