

CONSOLIDATED AGREEMENTS
BETWEEN UWI, MONA AND
WIGUT, JAMAICA FOR UWI 12:
1984 -2008

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Consolidated WIGUT Agreements for UWI 12 from 1984 – 2017

Salary

84 UWI 12

1. The salary shall be increased by the following percentages (Resident Tutors):

1984/85	4%
1985/86	3%
1986/87	3%

The resulting scales are attached as an Appendix.

87 UWI 12

1. The salary shall be increased by the following percentages (Resident Tutors):

1987/88	5%
1988/89	5%
1989/90	5%

The resulting scales are attached as an appendix.

Bahamas

1. The salary shall be increased by the following percentages:

1987/88	5.5%
1988/89	0%
1989/90	0%

Jamaica

Salaries will be increased on December 1987, November 1988, and December 1989 by 18%; 15%; 12.5% (15% for senior lecturer and above), except for Assistant Lecturers whose increases are 10%; 10%; 10%. Full scales are set out in the appendix. Payment is expected by end of August 1988.

90 UWI 12

1. The salary shall be increased by the following percentages (Resident Tutors):

1990/91	10%
1991/92	10%
1992/93	10%

Provided the proposed regional salary structure for the University is not established and functioning.

Bahamas

1. The salary shall be increased by the following percentages:

1990/91	10%
1991/92	0%
1992/93	-

Levels to be arrived at following the introduction of a regional salary structure.

93 UWI 12

1. The salary shall be increased by the following percentages (Resident Tutors):

1993/94	10%
1994/95	0%
1995/96	0%

(But 2% if Cave Hill salaries move during the triennium)

96 UWI 12

Article 2

The following percentage increases in salaries shall apply to all Resident Tutors except for those staff members resident in the Bahamas and the British Virgin Islands.

Aug. 1, 1996	9%
Aug. 1, 1997	3%
Aug. 1, 1998	3%

In the case of the Bahamas and BVI the following increases in salaries shall apply:

Aug. 1, 1996	9%
Aug. 1, 1997	5%
Aug. 1, 1998	3%

99 UWI 12

2. Salary Allowances

In reconfiguring the compensation package, the following increases shall apply:

- a. Salary shall be increased by 4% w.e.f. Aug. 1, 1999
- b. Salary shall be increased by 3% w.e.f. Aug. 1, 2000
- c. Salary shall be increased by 3% w.e.f. Aug. 1, 2001

(See Salary Scales)

02 UWI 12

Article 2

Salaries for the period under review shall be increased as follows:

4%	w.e.f	Aug. 1, 2002
0%	w.e.f	Aug. 1, 2003
0%	w.e.f	Aug. 1, 2004

Salary Scales

During the triennium August 1, 2005 to July 31, 2008 the salary scales for Resident Tutors shall be aligned to a spine comparable with the salary structure adopted at Mona.

05 UWI 12

1. Salary
 - a) The University shall, by the ending of this triennium, i.e. 31st July, 2008, complete the salary spine alignment exercise in keeping with the item on Salary Scales of the 2002-2005 Collective Bargaining Agreement.

b) The University shall, by the end of this triennium, i.e. 31st July, 2008, create appropriate compensation packages for Resident Tutors in the British Virgin Islands and the Cayman Islands.

c) Salaries shall be increased as follows:

August 1, 2005 - 11%

August 1, 2006 - 0%

August 1, 2007 - 0%

08 UWI 12

1. The Salary Spine

a) The University has completed the salary spine alignment exercise and in implementing the adjustments on the spine the salary of a member of staff shall not be less than it was before the transportation to the spine.

b) The salary increase shall be as follows

Year I, August 1, 2008 – 2009 - 4%

Year II, August 1, 2009 – 2010 - 3%

Year III, August 1, 2010 – 2011 - 3%

This increase in salary includes any adjustment that results from the transposition to the salary spine.

Entertainment Allowance

84 UWI 12

2. There shall be an increase in the allowance provided for the Resident Tutors in the budget of the Extra-Mural Centre from EC\$750 to EC\$1,200 or BZ\$560 to BZ\$896 per annum.

87 UWI 12

1. The allowance for Deans shall be increased by 50%

2. Personal entertainment allowances shall be increased as follows (on same dates as salary):

1986/87	1987/88	1988/89	1989/90
2700	2970	3267	3594
3600	4248	4887	5499
4500	5310	6108	6873
5000	5901	6786	7803
6600	7788	8958	10302

90 UWI 12

5. Agreed that the arrangements should remain as they are but the provision for Entertainment in the budget should be doubled.

Bahamas

6. Allowances for Posts of Responsibility

- (b) Entertainment allowance shall be \$1,500.00 per annum

96 UWI 12

Article 2

Entertainment allowance of EC\$7200 per annum shall be granted to each individual member of the bargaining unit. In the case of the Bahamas and the BVI it shall be US\$2452.

99 UWI 12

2. Entertainment Allowances

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

The Entertainment Allowance shall be rolled into salary at the end of the first 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.

In reconfiguring the compensation package, the following increases shall apply:

- (a) Entertainment Allowance shall be increased by 4% w.e.f. Aug. 1, 1999

Book Grant

84 UWI 12

- 3. There shall be an increase in the Book Grant from EC\$957 to EC\$1,150 or BZ\$710 to BZ\$852 per annum.

87 UWI 12

- 2. There shall be an increase in the book grant from EC1,150 to EC\$1,350 or BZ\$640 to BZ\$740 per annum.

Bahamas

The Book Grant shall be increased from \$360 per annum to \$400 per annum.

Jamaica

Book Grant:

- (1) The Book Grant shall be increased to \$3000.
- (2) Provision shall be made for using the book grant for the purchase of computer hardware as well as software.

90 UWI 12

Bahamas

3. The Book Grant shall be \$500 p.a. for the triennium.

93 UWI 12

2. The Book Grant shall be EC\$1,262 per annum for the triennium.

96 UWI 12

Article 6

The following percentage increases shall apply for the contract period:

Aug. 1, 1996 35%

Aug. 1, 1997 15%

Aug. 1, 1998 15%

The existing conditions governing the Book Grant shall remain in effect.

99 UWI 12

4. The Book Grant shall be increased as follows:

4% w.e.f. Aug. 1, 1999

3% w.e.f. Aug. 1, 2000

3% w.e.f. Aug. 1, 2001

The Book Grant shall hereafter be styled the Grant for books and Other Professional Materials.

02 UWI 12

2. The Grant for books and other professional materials shall be increased as follows:

22% w.e.f. Aug. 1, 2002

0% w.e.f. Aug. 1, 2003

0% w.e.f. Aug. 1, 2004

05 UWI 12

4. Book and Professional Materials Grant

The book and professional materials grant shall be increased as follows:

August 1, 2005 - 40%

August 1, 2006 - 10%

August 1, 2007 - 10%

08 UWI 12

4. Book and Professional Materials Grant

The grant for books and professional materials shall be increased as follows:

August 1, 2008 - 4%

August 1, 2009 - 3%

August 1, 2010 - 3%

Transportation Allowance

84 UWI 12

4. The transportation allowance shall be increased from EC\$720 to EC\$864 per annum.

87 UWI 12

3. The transportation allowance shall be increased from EC\$864 to EC\$1,000 or BZ\$640 to BZ\$740 per annum.
3. (Bahamas) The transportation allowance shall be increased from \$360 to \$400 per annum.

Transport (Jamaica)

1. Members of the bargaining unit shall be eligible to purchase one duty free car from a pool made available through the Government of Jamaica. Detailed arrangements to be worked out at the local level.
3. Rates of reimbursement for travelling shall be increased as follows (on same dates as salary):

1986/87	1987/88	1988/89	1989/90
7200	7920	8712	9585
8700	10266	11808	13284
9900	11682	13434	15114
10500	12390	14250	16389
13800	16284	18726	21534

90 UWI 12

6. Agreed that Resident Tutors will continue to receive travelling allowances at the rates paid to Permanent Secretaries in the territories in which they serve.

Bahamas

2. Transportation allowance shall be increased by 10%

96 UWI 12

Article 3

(b) Transportation allowance shall be increased as follows:

Aug. 1, 1996	9%
Aug. 1, 1997	3%
Aug. 1, 1998	3%

In the case of the Bahamas and BVI the increases shall be as follows:

Aug. 1, 1996	9%
Aug. 1, 1997	5%
Aug. 1, 1998	3%

99 UWI 12

2. Transportation Allowances

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

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.

In reconfiguring the compensation package, the following increases shall apply:

(b) Transportation allowance shall be increased by: 4% w.e.f Aug. 1, 1999

(c) Transportation allowance shall be increased by: 3% w.e.f Aug. 1, 2000

Car Loan/Concessions

84 UWI 12

5. Resident Tutors will be eligible for car loans of EC\$13, 500 or BZ\$12,000 at six (6) per cent per annum on the usual conditions.

87 UWI 12

5. Duty Free Cars

The university undertakes to write to the relevant governments and request that Resident Tutors be permitted to each import one motor car duty free into the state in which they are serving, once in every five years.

Car Loan (Jamaica)

The car loan shall be increased to \$40,000 on existing terms, 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 may be up to \$50,000.

90 UWI 12

7. Car loans shall be at the equivalent of a maximum of US\$8,500 for staff receiving a loan for the first time and the equivalent US\$7,500 for staff in receipt of a previous loan.

Bahamas

4. Car Loans

Car loans shall be at a maximum of \$8,500 for staff receiving a loan for the first time and \$7,500 for staff in receipt of a previous loan.

93 UWI 12

6. Provision of Motor Car Facilities

Staff may continue to operate under the present arrangement whereby they provide their own vehicle and receive the travelling allowance payable to Permanent Secretaries in the respective territories, or the University will provide a fully maintained car and will lease to the staff member on a Lease/Purchase arrangement based on the original price over a five-year period on an interest-free basis. At the end of the period the car will be transferred to the staff member.

96 UWI 12

Article 3

(c) Provision for Motor Car Facilities

The University will provide a fully maintained car and will lease to the staff member on a Lease/Purchase arrangement based on the original price over a five-year period on an interest-free basis. At the end of the period the car will be transferred to the staff member.

A travelling allowance equivalent to that paid to Permanent Secretaries in the respective territories or EC\$12,000 per year whichever is greater, shall be paid to staff members, provided that such members are not in possession of a fully maintained university car. In the case of Bahamas and BVI the amount shall be US\$5000.

02 UWI 12

Car Loan

The University shall continue to negotiate with the governments of the relevant countries in order to ensure that the Resident Tutors/Heads of Centres receive the benefit of a duty free concession for the purchase of a motor vehicle.

House Loan/Concessions

84 UWI 12

6. The University will continue to explore ways and means of assisting staff in gaining access to loan facilities towards the acquisition of a house.

87 UWI 12

Housing Provision

Members of staff married to each other shall each be entitled to the same benefits as regards housing.

House Purchase (Loans)

The University shall provide five mortgage loans per annum in the last two years of the contract up to a limit of \$100,000 at an annual interest rate of 10%. Detailed arrangements to be worked out at the local level.

Housing

08 UWI 12

15. Housing Standards

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

90 UWI 12

Bahamas

5. House Purchase Loans

The University will provide assistance to reduce the level of interest on mortgages by 5 percentage points on amounts up to \$30,000.

96 UWI 12

Article 9

The University shall make a home mortgage loan facility available to one member of staff for each year of the agreement at an interest rate of 5% on EC\$50,000. In the case of the Bahamas and the BVI the amount shall be US\$50,000 at 5% interest.

99 UWI 12

6. Housing

(a) Anomalies related to the quantum paid to the University for rent shall be settled at the local level upon presentation of appropriate documentation.

(b) The University Management agrees to work with the Union to explore long term solutions to the problem of housing for staff.

02 UWI 12

3. Housing Allowance

(a) Effective August 1, 2002 the Housing Allowance shall be increased to 30% of basic salary.

(b) The University Management and the Union will meet during the triennium 2005 to 2008 to address any anomalies related to the quantum paid to the University for rent and to explore possible long term solutions to the problem of housing for staff.

House Loan

Effective immediately the House Loan shall be increased to EC\$75000 or to US\$75000 for those Tutors/Heads of Centres resident in the Bahamas and the British Virgin Islands.

Sabbatical Leave

84 UWI 12

7. Two sabbaticals in the triennium shall be added to the Mona Sabbatical Pool; it is agreed that Extra-Mural staff resident outside the campus countries and staff located in the Bahamas who qualify should be given first priority for one of these sabbaticals.

87 UWI 12

Leave

One additional sabbatical will be provided in 1988/89 and two in 1989/90.

99 UWI 12

9. 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) years of the qualification period for Sabbatical Leave.

08 UWI 12

5. Sabbaticals

Sabbaticals shall be considered in the context of staff development for the Open Campus.

Conditions of Work

05 UWI 12

6. Conditions of Work

The University agrees to establish a committee on which the Union will be represented to develop minimum standards for the working conditions in which staff members are required to perform their duties.

08 UWI 12

6. Conditions of Work

WIGUT shall present the names of its representatives on the management/union committee to review and make recommendations for improvement in working conditions, no later than September 30, 2009.

Other Benefits

84 UWI 12

8. All benefits and conditions enjoyed by members to continue unless specifically altered by agreement between WIGUT and the University of the West Indies.

87 UWI 12

6. All other benefits and conditions enjoyed by members to continue unless specifically altered by agreement between WIGUT and the University of the West Indies.

Other Benefits (Mona)

All other terms and conditions of service shall remain as already agreed.

Bahamas

4. All other benefits and conditions enjoyed by members to continue unless specifically altered by agreement between WIGUT and the University of the West Indies.

90 UWI 12

8. All other benefits and conditions enjoyed by members to continue unless specifically altered by agreement between WIGUT and the University of the West Indies.

Bahamas

10. All other benefits and conditions enjoyed by members to continue unless specifically altered by agreement between WIGUT and the University of the West Indies.

Telephone

87 UWI 12

4. A contribution shall be made to the cost of Resident Tutors maintaining a telephone of EC\$25 or BZ\$16 per month.

93 UWI 12

4. The Telephone Allowance shall be \$50 per month in the currencies of the territories.

96 UWI 12

Article 3

- (a) Telephone allowance shall increase by 100%

99 UWI 12

5. The UWI shall refund to members the cost of all overseas calls made on university business upon presentation of documentation. (A copy of the telephone bill with the relevant calls highlighted will be acceptable). Bills retroactive to August 1, 1999 that were not previously reimbursed may also be submitted for reimbursement. The UWI shall immediately write to members informing them of this arrangement.

The existing telephone allowance shall be dedicated to covering the cost of the local calls made on university business.

A review of the cost of local calls shall be undertaken immediately with a view to establishing whether the existing allowance is adequate. If there is proof that the allowance does not cover the cost of local calls, there shall be such adjustments in the allowance as will ensure that the monthly cost of local calls is covered by the member's allowance.

05 UWI 12

- 2) The Telephone Allowance

The Telephone Allowance shall be increased as follows:

August 1, 2005	-	11%
August 1, 2006	-	0%
August 1, 2007	-	0%

08 UWI 12

- 2) The Telephone Allowance shall be increased as follows:

August 1, 2008	-	4%
August 1, 2009	-	3%
August 1, 2010	-	3%

Health Care

87 UWI 12

Health Care Provision

The UWI shall set aside \$75,000 per annum towards the costs of dental and optical treatment, through a scheme to be agreed upon.

90 UWI 12

Bahamas

8. The current provisions are to be extended to cover optical care on the normal contributory basis.

99 UWI 12

8. 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.

For the Bahamas the percentage of the premiums paid by the UWI shall be increased from 50% to 80% with immediate effect.

02 UWI 12

Health Scheme

Effective August 1, 2005 the Health Scheme shall be extended to cover retired Resident Tutors until their death. The requisite premium shall be paid by the University.

Insurance Cover

87 UWI 12

Insurance Cover

Assistance at the following levels will be offered for health insurance abroad while on study and travel grant aided leave:

Up to one month: equivalent of US\$30.00

1-2 months: equivalent of US\$50.00

2-3 months: “ “ US\$75.00

3 and over: “ “ US\$100.00

Date of Implementation

84 UWI 12

Date of implementation: August 1, 1984; Date of signing: March 8, 1986.

87 UWI 12

All changes in this claim shall be instituted from the 1st of August 1987.

90 UWI 12

Date of implementation August 1, 1990.

93 UWI 12

Date of implementation: August 1, 1993; Date of signing: November 11, 1994.

Date of Payment

96 UWI 12

Payment at the new rates of salaries and allowances shall begin no later than July 1997.

Retroactive payments of emoluments shall be calculated as of August 1, 1996 to June 30, 1997, and shall be made no later than August 1997.

Reimbursement under the technology grant shall be made from no later than October 1997.

99 UWI 12

14. Payment at the new rates for salaries, transportation allowance, entertainment allowance, book grant, etc. shall begin no later than July, 2001.

Retroactive payments shall be made no later than July 31, 2001.

02 UWI 12

Retroactive payments of emoluments shall be calculated as of August 1, 2002 to July 31, 2005, and shall be made no later than December 20, 2005.

Preamble

96 UWI 12

Preamble

This Agreement made and entered into this 12th day of June 1997, by the University of the West Indies, hereinafter referred to as the University and the West Indies Group of University Teachers (Mona) 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 UWI 12

[Wording same as 96 above. Date: 23rd of July, 2001].

02 UWI 12

[Wording same as 96 above. Date: 1st of November, 2005].

05 UWI 12

This Agreement made and entered into this 28th day of April, 2008, 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 Staff
- Its Senior Administrative Staff
- Its 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 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.

08 UWI 12

[Wording same as 05 above. Date: 22nd of September, 2009].

Assessment

90 UWI 12

2. That the UWI agrees to undertake a review of the job description and type of duties associated with the post of Resident Tutor to place much greater stress on their contribution to the University's image in their territory and their managerial efficiency with respect to criteria for promotion to Senior Lecturer.

Dependent's Education

90 UWI 12

3. There will be free tuition including economic cost for dependents, retroactive to 1986.

Duty Allowance

90 UWI 12

4. Agreed that Resident Tutors are eligible based on their performance and range of activities for a duty allowance of up to Bel/EC\$600 per month based on the recommendation of the PVC responsible for the tutors.

93 UWI 12

5. Resident Tutors shall now submit claims for payment of a Duty Allowance to the University Registrar for consideration. Where approved, allowance would be retroactive to 1990/91.

96 UWI 12

Article 12

An increase of 9%, 3% & 3% shall apply to the three years of the agreement respectively. In the case of the Bahamas and BVI the increase shall be 9%, 5% and 3%.

Study and Travel Grant

90 UWI 12

1. The question of the entire Study and Travel Grant as provided for in the budget being re-allocated to only the Staff member shall be examined further after the WIGUT Mona has consulted with the WIGUTs at St. Augustine and Cave Hill.

96 UWI 12

Article 7

The current allocation to staff member, spouse and three children will be allocated in full to each member regardless of family status. All monies currently in account for spouse and children shall be made available to the relevant staff member subject to existing arrangements.

Vacation Leave

90 UWI 12

2. Staff members who are normally required to carry out duties throughout the year and are eligible for vacation leave at the rate of five (5) weeks per annum shall now be eligible for leave at the rate of six (6) weeks per annum.

Death Benefits

90 UWI 12

Bahamas

7. Death Benefits shall be as follows:
 - (a) One year's salary up to ten years' service
 - (b) One and a half years salary for ten to twenty years' service
 - (c) Two years' salary for service in excess of twenty years

93 UWI 12

3. Death Benefits shall be as follows:
 - (a) One year's salary up to ten years' service
 - (b) One and a half years salary for ten to twenty years' service
 - (c) Two years' salary for service in excess of twenty years

University Representative Allowances

90 UWI 12

Bahamas

9. The University Representative shall receive:
 - (a) Travelling allowance of \$1,440 per annum
 - (b) There will be free tuition including economic cost for dependents, retroactive to 1986.

Acting Allowances

96 UWI 12

Article 8

Persons required to act in posts above their substantive post for more than twenty-eight (28) calendar days will be given a formal letter to that effect. The lower end 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 of the point above and shall then receive one increment. All allowances associated with the higher post/grade will be paid to the acting appointee.

Head's Allowance

99 UWI 12

3. Persons designated as Heads shall receive allowances equivalent to the Head's Allowances at Mona (calculated at J\$35 to US\$1).

The existing US\$ equivalents are:

Entertainment	-	US\$1286
Travelling	-	US\$3125
Special	-	US\$1736
Total Head's Allowance =		US\$6147

This allowance shall be increased by the same percentages as salary.

4%	w.e.f	Aug. 1, 1999
3%	w.e.f	Aug. 1, 2000
3%	w.e.f	Aug.1, 2001

02 UWI 12

1. Persons designated as Head shall receive an increase in their Head's Allowance as follows:

4%	w.e.f	Aug. 1, 2002
0%	w.e.f	Aug. 1, 2003
0%	w.e.f	Aug. 1, 2004

05 UWI 12

3. Allowances for Heads of Dept.

Allowances for Heads of Departments shall be increased as follows:

August 1, 2005	-	11%
August 1, 2006	-	0%
August 1, 2007	-	0%

08 UWI 12

3. Allowances for Heads of Department

Allowances for Heads of Departments shall be increased as follows:

August 1, 2008 – 2009	-	4%
August 1, 2009 – 2010	-	3%
August 1, 2010 – 2011	-	3%

Dates of Payment

05 UWI 12

7. Dates of Payment

Payment at the new rate for salaries, allowances, the Book and Professional Materials Grant, etc. shall begin no later than 30th April, 2008.

Retroactive payments due on salaries and allowances shall be made no later than 30th April, 2008.

08 UWI 12

7. Dates of Payment

Payment at the new rate for salaries, allowances, the Book and Professional Materials Grant, etc. shall begin no later than November 25, 2009.

Retroactive payments due on salaries and allowances shall be made no later than January 25, 2010.

Scope and Duration of Agreement

96 UWI 12

Article 1

This agreement shall apply to all Academic, Senior Administrative and Library Staff who are employed in posts assigned to the University Centre and not resident in a Campus Territory. 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 up to the point in time that 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 UWI 12

1. This agreement shall apply to all Academic, Senior Administrative and Library Staff who are employed in posts assigned to the University Centre and not resident in a Campus Country. It shall commence as from the first day of August 1999 and shall remain in force for a period of three years ending on the thirty-first day of July 2000 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, 2002 the provisions of this Agreement shall be adhered to up to the point in time that 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.

02 UWI 12

Article 1

This agreement shall apply to all Academic, Senior Administrative and Library Staff who are employed in posts assigned to the University Centre and not resident in a Campus Country. It shall commence as from 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 be completed by July 31, 2005 the provisions of this Agreement shall be adhered to up to the point in time that 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 UWI 12

This agreement shall apply to all Academic Staff, Senior Administrative Staff and Professional Staff who are employed in posts assigned to the School for Continuing Studies outside of the Campus territories.

This Agreement shall commence as from the 1st 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 by 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 UWI 12

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

This Agreement shall commence as from the 1st 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 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, 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.

Technology/Instructional Grant

96 UWI 12

Article 4

A reimbursable Technology/Instructional Grant equivalent to US\$1,582 at the 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 local dollar equivalent of this grant at the time of signing shall be rolled into salary.

Increments

96 UWI 12

Article 5

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

Vacation Leave

Article 10

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

For Staff members whose duties are normally continuous throughout the year, Saturdays, Sundays and Public Holidays shall not be counted in local leave.

Access to Personal Files

96 UWI 12

Article 13

Members of the Union shall have access to all 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 University Officer or his/her 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 contents and attach any comments he or she may so desire. Each such document shall be initialed by the member and returned to the sender as evidence of having read the document.

This initialing shall not be deemed to constitute approval by the member of the contents of such document. If the member refuses to initial any document after having been given an opportunity to read the same, a statement to that effect shall be affixed to the document by the 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 Departments/Sections/Units, 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 his/her nominee. In addition, all members of staff shall be sent copies of any letters, reports or memoranda referring to them written by their Head of department/section/Unit or equivalent responsible officer.

Grievance Procedure

96 UWI 12

Article 14

The Grievance Procedure has been amended by adding the following section:

(v) If the 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 in Jamaica 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 party will request the Ministry of Labour in Jamaica to act on behalf of the delinquent party in order to complete the process. The decision of the arbitrator shall be binding upon the parties.

Redundancy

96 UWI 12

Article 15

Whenever redundancies are being considered, wherever practical an opportunity will be given for Staff in posts to be made redundant to be assigned (with re-tooling as necessary) elsewhere in the institution. Persons who have retired but continue to be employed shall 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 relevant local legislation governing Employment, Termination, Redundancy and Severance payments will form the basis of settlement, provided however that the notice period in existing contracts of employment will, if more favourable, apply.

The calculation of the 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 UWI 12

7. 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.

Retirees

99 UWI 12

11. (a) The University shall grant to pensioners an annual adjustment to their pensions equivalent to 75% of the increase applied to the 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) Retirees shall continue to have access to the Health Scheme on terms to be determined at the local level.

Research Fellowships

99 UWI 12

9. Special Research Fellowships for Resident Tutors shall be established no later than the academic year beginning August 2002. WIGUT shall present a proposal to Management by August 31, 2001 outlining the rules and possible configurations of the fellowships.

05 UWI 12

5. Research Fellowships and Additional Research Support

The claim for the establishment of Research Fellowships and a New Initiative Grant shall be referred to the Principal-Designate of the Open Campus, for consideration.

Productivity Incentive Scheme

99 UWI 12

12. A Committee consisting of representatives of WIGUT and the University Administration shall be set up to explore and formulate an acceptable Productivity and incentive Scheme for all members of the Bargaining Unit. The Committee shall identify and recommend a source of funding which is acceptable to the University.

Allegations of Misconduct

99 UWI 12

13. 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 any disciplinary proceedings, which may be instituted against that member.