

**COLLECTIVE AGREEMENT BETWEEN THE UNIVERSITY OF THE WEST INDIES
OPEN CAMPUS AND THE WEST INDIES GROUP OF UNIVERSITY TEACHERS
(JAMAICA) FOR THE PERIOD AUGUST 1, 2011 TO JULY 31, 2014**

PREAMBLE

This Agreement made and entered into this ^{19th} day of ^{March}, 2014, by The University of the West Indies, Open Campus, hereinafter referred to as The University, and the West Indies Group of University Teachers (Jamaica) hereinafter referred to as the Union, for staff members based in Jamaica, and is intended to promote the efficient operations of the University and harmonious relations between the University and its Academic Staff, Senior Administrative Staff and Professional Staff and their Union.

It seeks to advance the parties' continued commitment to an equitable and peaceful procedure for the resolution of differences and to promote a formal understanding relative to all terms and conditions of employment provided herein.

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

1. SALARIES

For the triennium August 1, 2011 to July 31, 2014 there shall be no increase in salaries to members of WIGUT.

2. ALLOWANCES FOR DEANS & HEADS OF DEPARTMENT

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

3. GRANT FOR BOOKS AND OTHER PROFESSIONAL MATERIALS

There shall be no increase in the grant for books and other professional materials for the period 2011 to 2014.

The entire Book Grant, if the employee desires, can be used towards the purchase of ICT equipment.

4. JOINT UNION/MANAGEMENT COMMITTEE ON CONDITIONS OF WORK

The parties agree to apply the recommendations of the Conditions of Work Oversight Committee as they relate to establishing standards jointly identified in places where members of the Union are required to function, and take the action required to address any issues arising, subject to the availability of funds.

5. RETIREMENT BENEFITS

Management shall take steps to ensure that members of the bargaining unit have adequate opportunities to consult with the pension fund administrator and the pension investment advisor when they make their annual visits to the Mona Campus. Management will liaise with the Vice Chancellery in order to ensure that such opportunities are made available.

6. CONTRACTS

It is agreed that the template currently in use at the Mona Campus (attached as Appendix 1), which was 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.

7. PATERNITY LEAVE

Paternity Leave shall be granted to members of the Bargaining Unit for five (5) working days with the addition of a further five (5) days at the discretion of the Principal. Paternity Leave shall only be granted once per annum.

8. STUDY & TRAVEL GRANT

The parties agree that:

- (i) Payment for all visa fees shall be allowed from the Study and Travel Grant;
- (ii) Payment for any immunization needed by a member of staff who is travelling shall be allowed from the Study and Travel Grant;
- (iii) In addition to the US\$30.00 provided by the University for the purchase of travel insurance, insurance costing up to US\$120.00 can be purchased by a staff member from his or her Study and Travel Grant. A staff member who wishes to obtain this additional cover should proceed to purchase same and submit evidence of payment to the Staff Benefits Section of the Bursary for reimbursement from his or her Study and Travel Grant entitlement for the relevant period;
- (iv) The use of up to 20% of Study and Travel grant set out in *Clause 138 c)* of the Rules for

Academic Staff, Senior Administrative Staff and Professional Staff shall be extended to include the following:

- a. the payment of fees for relevant conferences, workshops, seminars and lectures that are held in Jamaica which members of staff attend for their professional development, advancement or 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

9. LEAVE

(a) *Annual Leave/Vacation*

The Open Campus will institute the following leave arrangements for the Open Campus in Jamaica:

- (i) 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, shall continue to be entitled to 42 working days leave per annum;
- (ii) New employees who have assumed duties with the Campus since October 12, 2007, will be entitled to **30 working days leave per annum**;
- (iii) Staff who are appointed to the Academic Staff, Senior Administrative Staff and Professional Staff category from the Administrative and Technical Staff category will be entitled to leave in accordance with EITHER (i) OR (ii) above;
- (iv) New employees, who are not yet entitled to Study Leave, may utilize part of this Leave, for Study Leave purposes, during the first three years of employment with the Campus;
- (v) These arrangements become effective from August 1, 2011 only for persons whose employment with Open Campus began prior to August 1, 2011. For all other employees the effective date shall be August 1, 2013;
- (vi) Heads of Department will be required to develop a Leave Roster for members of staff in their departments at the beginning of each Academic Year;
- (vii) 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 working days, who shall take a minimum of 30 working days Annual Leave each year;

(viii) Staff in their first year of service to the University as members of the Bargaining Unit may be allowed to pre-empt their Annual Leave once such Leave has been agreed with their Head of Department;

(b) Leave for Staff Required to Work on Saturdays, Sundays and Public Holidays

The Open Campus will observe all labour laws in effect in the jurisdiction of Jamaica as they pertain to the categories of staff in the Bargaining Unit covered by this collective agreement.

(c) Use of Accumulated Annual Leave Prior to Retirement

Staff on continuous duties with accumulated Annual Leave shall be required to utilize their accumulated Annual Leave prior to their retirement from the University.

(d) Lapsed Annual/Local Leave: Refer to 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.

10. HEALTH & WELLNESS PROGRAMME

The Open Campus will develop a Health and Wellness programme from a human resources perspective, in consultation with the Union.

11. DISCRIMINATION AND VICTIMIZATION

(i) The Open Campus agrees that where any member of the Bargaining Unit dissents, expresses views contrary to those of the University management, whether in meetings internal to the University or beyond, engages in union or other organized activities, or in any other way exercises his or her constitutional right to free speech and freedom of assembly, there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in regard to salaries, rank, appointment, promotion, tenure, confirmation of appointment, re-appointment, sabbatical, fringe benefits or any other terms and conditions of employment;

(ii) The Open Campus will not support any practices designed to discriminate against persons on the basis of gender;

(iii) The Open Campus, as part of its policy to function in a non-discriminatory manner, will be guided by the 1997 Code of Ethics, Ordinance 8.

12. 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 fifty 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.

13. THE EXPANSION, RE-ORGANIZATION OR AMALGAMATION OF UNIVERSITY ENTITIES

The Parties agree that the Open Campus's mandate necessitates the creation of positions that are not consistent with existing positions of the University. The Open Campus will, however, ensure that all new positions are classified in accordance with the University's regulations and will consult with the Union on all changes.

14. GRIEVANCE/COMPLAINT

- 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. Labour laws of Jamaica
 - c. Custom and practice at the University

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.

Retirees will be placed in the "Guest category" of ICT access. In order for retirees to access ICT services, HR will maintain an online list of retirees with identification data.

The use of ICT resources by retirees will be governed by the ICT policies of UWI.

17. HOUSING

All housing benefits currently enjoyed by Open Campus staff in Jamaica, shall remain.

18. SCOPE AND DEFINITION OF THE AGREEMENT

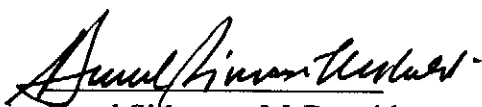
This agreement shall apply to all Academic, Senior Administrative Staff and Professional Staff who are employed in posts assigned to the Open Campus, and resident in Jamaica. It shall commence as from the first day of August 2011 and shall remain in force for a period of three years ending on the thirty-first 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 be completed by July 31, 2014, the provisions of this agreement shall be adhered to until a new Agreement takes effect.

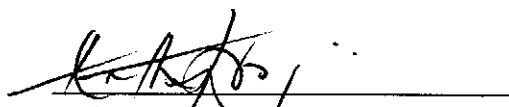
Except where specifically altered by this Agreement, all other Benefits, Terms and Conditions now enjoyed by members of the Bargaining Unit shall remain in force.

Signed on behalf of the University of the
West Indies



Hazel Sifmons-McDonald
Pro Vice Chancellor and
Principal, Open Campus

Signed on behalf of WIGUT (Jamaica)



Anthony Perry
President