

06 MAR 2015

**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, 2014 TO JULY 31, 2017**

Contents

1. Emoluments	3
2. Implementation of Collective Agreements	3
3. Allowances to Directors, HODs, Heads of Site	3
4. Book Grant	4
5. Support for Research	4
6. ICT Allowance	4
7. Study and Travel Grant	4
8. Car Loan/House Loan	4
9. Health Care for Members Terminated on Medical Grounds	5
10. Renewal of Contract, Promotion and Tenure	5
11. Employees with Disabilities Due to Illness	5
12. University Material Support for WIGUT	5
13. Pension Contribution	5
14. Contracts	5
15. Commercialisation of Research	6
16. Health Care for Dependents of Members Not Currently Eligible for Participation in the Health Scheme	6
17. New Appointments	6
18. Retirees	6
19. Scope and Duration	6

PREAMBLE

This Agreement made and entered into this ^{6th}..... day of ^{March}....., 2015, 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 operation of The University and harmonious relations between The University and its Academic Staff, Senior Administrative Staff and Professional Staff and their Union.

It seeks to advance the parties' continued commitment to an equitable and peaceful procedure for the resolution of differences and to promote a formal understanding relative to all terms and conditions of employment provided herein. It also seeks to advance the parties' continuing commitment to achieving terms and conditions of service that are internationally competitive, thereby facilitating the attraction and retention of staff of the highest possible quality and enhancing the ability of the University to successfully fulfill its mission.

1. EMOLUMENTS

Salaries and emoluments remain unchanged for 2014-2017; however, the Open Campus agrees to collaborate with Mona Campus to provide the required documentation to ensure that staff members obtain any increases in salary and emoluments that might apply to the staff on the Mona Campus.

2. IMPLEMENTATION OF COLLECTIVE AGREEMENTS

The Parties agree that:

- (i) Where all items of a Collective Agreement have been initialled, the formal signing to conclude the Agreement shall take place no later than 28 days after the parties initial the clauses to the Agreement. All articles in this new Agreement shall be made retroactive to August 1 of the first year of the triennium being negotiated except where expressly stated in the Collective Agreement.

3. ALLOWANCES TO DIRECTORS, HODs, HEADS of SITE

The current allowances paid to Directors, HODs, and Heads of Site remain unchanged for 2014-2017; however, the Open Campus agrees to collaborate with Mona Campus to provide the required documentation which will secure the necessary funding to ensure that staff members obtain any increases in allowances that might apply to the staff on the Mona Campus.

4. BOOK GRANT

The current Book Grant remains unchanged for 2014-2017; however, the Open Campus agrees to collaborate with Mona Campus to provide the required documentation, which will secure the necessary funding to ensure that staff members obtain any increases in Book Grant that might apply to the staff on the Mona Campus.

5. SUPPORT FOR RESEARCH

Subject to the availability of funding, the Open Campus commits, within the life of this Agreement, to implementing arrangements in relation to the setting up of a Research and Publications Committee that are consistent with existing provisions in Section XIV of the Blue Book.

6. ICT ALLOWANCE

The Parties agree that the telecommuting policy that is currently being developed by the Open Campus will be circulated to WIGUT (Jamaica) for feedback. The policy will take into consideration the IT needs of staff granted permission to telecommute.

7. STUDY AND TRAVEL GRANT

The Parties agree that:

- (i) The use of Study and Travel Grant shall be extended to covering the full cost of attending international conferences which are hosted in the country of residence of the member of staff.
- (ii) The use of Study and Travel Grant for training and exposure in the area of commercialization of research shall be allowed.

8. CAR LOAN/HOUSE LOAN

The Parties agree to a joint approach as follows:

- (i) To write to the Principal, Mona Campus, requesting access to the House Loan and Car Loan Fund for members of staff of the Open Campus who were entitled to this benefit prior to the establishment of the Open Campus. The letter will also ask the Principal, Mona Campus, to extend the benefit to all other eligible members of staff of the Open Campus. This should not result in any additional costs to the Open Campus
- (ii) To write to the Credit Union on the Mona Campus to seek an increase in the consumption loan for Open Campus members at least equivalent to that made available via the House and Car Loan Fund for Mona staff.

9. HEALTH CARE FOR MEMBERS TERMINATED ON MEDICAL GROUNDS

The Open Campus may consider providing access to the health scheme to members of staff whose services are terminated on medical grounds, after a full investigation of the additional costs and after consultation with the Mona Campus.

10. RENEWAL OF CONTRACT, PROMOTION AND TENURE

The Parties agree that where, in matters of renewal of contract, tenure and promotion, it comes to the attention of the Appointments Committee that the comments of the Head of Department or other relevant officers have not been shared with the member of staff in accordance with Ordinance 8, the entire process shall immediately be restarted following the procedure in Ordinance 8, without prejudice.

11. EMPLOYEES WITH DISABILITIES DUE TO ILLNESS

The Open Campus agrees to consider the viability of the following, subject to the results of a review by the Open Campus of the report by the Campus Bursar, Mona Campus:

- (i) There shall be a doubling of the lifetime benefit on the Major Medical (insurance) component of the Health Scheme.
- (ii) Where a member is obliged to leave his or her post as part of the Medical Board process, he or she shall receive a Medical Board Benefit at the same level and on the same basis as the Death Benefit.

12. UNIVERSITY MATERIAL SUPPORT TO WIGUT

Subject to availability, the Open Campus shall allow access by WIGUT to the reasonable use of its IT infrastructure in the course of its normal business, at no cost.

13. PENSION CONTRIBUTION

The Parties agree to refer the request for the Housing Allowance to be included for the purpose of Pension, to the Blue Book Committee for consideration.

14. CONTRACTS

The Parties agree that where a member of staff has been employed on four (4) successive one (1) year contracts, or two (2) successive two (2) year contracts, he/she shall be granted a three (3) year contract in the fifth (5th) year, subject to a satisfactory performance report and where there is a clear vacancy.

15. COMMERCIALISATION OF RESEARCH

The Parties agree to refer this matter to the Career Path Review Group for consideration.

16. HEALTH CARE FOR DEPENDENTS OF MEMBERS NOT CURRENTLY ELIGIBLE FOR PARTICIPATION IN THE HEALTH SCHEME

Subject to the availability of funding and the results of a review of the report by the Campus Bursar, Mona Campus, the Open Campus is willing to consider the following:

- (i) In the case of dependents who are currently ineligible for coverage within the Health Scheme, the member shall have the option to have that dependent included, provided that the member pays 100% of the contributions required for coverage under the scheme.

17. NEW APPOINTMENTS

The Parties agree that during the orientation process for new staff carried out by the Human Resource Department of the Open Campus, information about WIGUT and its services shall be provided.

18. RETIREES


The Parties agree that the Open Campus shall not take any steps to change the rights and privileges enjoyed by retirees without prior negotiation with the Union.

19. SCOPE AND DURATION

This agreement shall apply to all Academic, Senior Administrative 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 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.

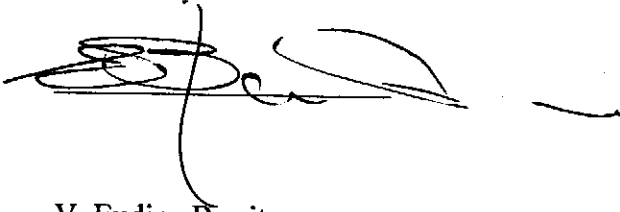
Negotiations for a subsequent Collective Agreement shall begin no later than three months after submission of a claim by the Union. Should the negotiations for a new Collective Agreement not be completed by July 31, 2017, the provisions of this Agreement shall be adhered to until a new Agreement takes 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.


6



Signed on behalf of The University of the West Indies

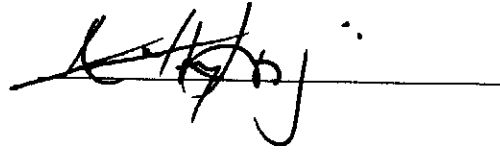
A handwritten signature in black ink, appearing to read 'V. Eudine Barriteau', written over a horizontal line.

V. Eudine Barriteau

Pro Vice Chancellor and

Principal, Open Campus

Signed on behalf of WIGUT
(Jamaica)

A handwritten signature in black ink, appearing to read 'Anthony Perry', written over a horizontal line.

Anthony Perry

President

A small, illegible handwritten mark or signature located at the bottom right corner of the page.