

**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 *19<sup>th</sup>* 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 UWI-12 Countries, 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. EMOLUMENTS**

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

✓ **2. ALLOWANCES**

For the triennium August 1, 2011 to July 31, 2014, there shall be no increase in allowances.

✓ **3. BOOK GRANT**

There shall be no increase in the grant for books and other professional materials.

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

**4. SABBATICALS**

The Open Campus will continue to offer two campus-wide sabbaticals per academic year.

## **5. 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.

## **6. HEALTH AND WELLNESS PROGRAMME**

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

## **7. PROMOTION**

The Open Campus will re-visit the promotion process. A Committee of Heads of Site will be established in order to address this matter. The Committee's mandate will include, inter alia, recommendations on:

- (i) The balance/weighting between academic and administrative duties in determining promotions;
- (ii) Quantum of publications per annum;
- (iii) Measures which will help to ensure that the evaluation process functions as intended.

The Open Campus undertakes to forward the recommendations of the Committee to WIGUT (Jamaica) for further negotiation.

## **✓ 8. STUDY & TRAVEL GRANT**

The Study and Travel Grant provisions cover the following categories of staff:

Heads of Site  
Programme Officers  
Marketing Officers

The Open Campus will continue to ensure that contracts issued to these persons specify their eligibility for the Grant.

The Open Campus will ensure that this provision is available to all members of the Bargaining Unit who are eligible.

## **9. ANNUAL LEAVE/VACATION**

The Open Campus will institute the following leave arrangements amendments for UWI 12 staff:

(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 working days Annual Leave, shall continue to be entitled to 42 working days leave;

(ii) New employees who have assumed duties with the Campus since October 12, 2007, will be entitled to leave arrangements of **30 working days per annum**;

(iii) New employees, who are not yet entitled for Study Leave, shall utilize part of the thirty day leave arrangements, during the first three years of employment with the Campus for the purpose of attending conferences and other professional development activities;

(iv) These revised arrangements become effective from August 1, 2011.

#### **10. 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 University. Paternity Leave shall only be granted once per annum.

#### **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 Statement of Principles/Code of Ethics*.

#### **12. JOINT 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.

### 13. GRIEVANCE PROCEDURE

- 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 the country
  - 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. The parties agree that within six months of the coming into force of this agreement, the parties shall develop procedures for the effective and fair handling of a complaint that does not qualify as a grievance under this provision.

- 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 II shall be used for filing a grievance/complaint. Copies of this form are available from the Human Resource Management Department, Open Campus, and from the WIGUT office.

### 14. USE OF ACCUMULATED ANNUAL LEAVE PRIOR TO RETIREMENT

Except where the exigencies of the service dictate, staff on continuous duties with accumulated Annual Leave, shall be required to utilize their accumulated Annual Leave prior to their retirement from the University. Where the service dictates that the staff member is unable to proceed on leave, the member will be paid the accumulated portion of the said leave.

## **15. ACTING ALLOWANCE**

- ✓ All Acting arrangements, where necessary, will be made in accordance with the Blue Book.

## ✓ **16. ALLOWANCES**

The Open Campus shall ensure that allowances across the UWI 12 are standardized by category where applicable, however the quantum of the allowances shall remain subject to the conditions existing in the respective jurisdictions from time to time.

## **17. MEETING FACILITIES**

The Open Campus will allow WIGUT the use of rooms and facilities at its various Sites for the purpose of convening meetings with its members. The normal reservation procedures, as apply across UWI, will be relevant.

## **18. JOINT CONSULTATIVE MEETINGS**

Union/Management meetings will be held once per semester, or more frequently, 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.

## ✓ **19. TELEPHONE ALLOWANCE**

There shall be no increases to telephone allowance.

## **20. HEALTH INSURANCE ARRANGEMENTS FOR RETIREES**

The Open Campus will:

(i) Liaise with the Vice Chancellery in order to determine which retirees appear to have been disadvantaged with respect to Health Insurance coverage and to make provisions therefor for implementation.

(ii) Engage in necessary research in order to identify the most feasible approach to be used in order to address these matters.

## **20. SCOPE AND DEFINITION OF THE CONTRACT**

This agreement shall apply to all Academic, Senior Administrative Staff and Professional Staff who are employed in posts assigned to the Open Campus in the UWI 12 countries. It shall

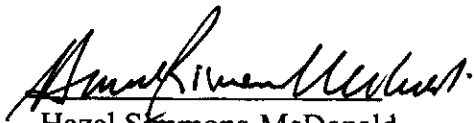
commence as from the first day of August 2011 and shall remain in force for a period of three years ending on the thirty-first day of July 2014 unless altered by mutual agreement.

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

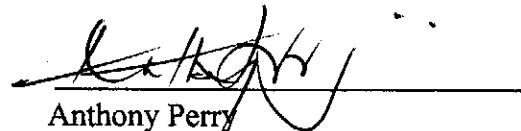
Should the negotiations for a new Collective Agreement not be completed by July 31, 2014, the provisions of this agreement shall be adhered to until a new Agreement takes effect.

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 Simmons-McDonald  
Pro Vice Chancellor and  
Principal, Open Campus

Signed on behalf of WIGUT (Jamaica)

  
Anthony Perry  
President