

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**

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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 the UWI12+2, 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, pending the outcome of the WIGUT (Jamaica) initiative to approach UWI12+2 Governments with a view to securing a commitment of funds for increases in salaries and emoluments.

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 (Directors, HODs, HOS)

The current allowances to Directors, HODs and Heads of Sites remain unchanged for 2014-2017, pending the outcome of the WIGUT (Jamaica) initiative to approach UWI12+2 Governments with a view to securing funds for increases in salaries and emoluments.

4. BOOK GRANT

The Book Grant remains unchanged for 2014-2017, pending the outcome of the WIGUT (Jamaica) initiative to approach UWI12 Governments with a view to securing a commitment of funds for increases to Book Grant (including any related arrears).

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. STUDY AND TRAVEL GRANT

The parties agree that:

- (i) Payment for all visa fees related to approved travel through a Study and Travel Grant shall be allowed from the Study and Travel Grant;
- (ii) Payment for any immunization needed by a member of staff who is travelling for proposed travel related to a Study and Travel Grant shall be allowed from the Study and Travel Grant;
- (iii) In addition to the US\$30.00 currently provided by the University for the purchase of travel insurance, insurance costing up to US\$120.00 may 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 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 locally which members of staff attend for their professional development, advancement or learning.
- (v) The use of Study and Travel Grant shall be extended to include covering the full cost of attending international conferences which are hosted in the country of residence of the member of staff.



7. 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 shall take into consideration the IT needs of staff granted permission to telecommute.

8. ACTING ALLOWANCE

The Parties agree that where a member of the bargaining unit is required to act for a Director or Head of Site, or in any other position for more than 14 days in any month, that member shall receive all the allowances and benefits applicable to that post for the period during which he or she acts.

9. TELEPHONE ALLOWANCE

The telephone allowance remains unchanged for 2014-2017, pending the outcome of the WIGUT (Jamaica) initiative to approach UWI12+2 Governments with a view to securing a commitment of funds for increases in salaries and emoluments.

10. 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.

11. 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.

12. 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.

13. 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.

14. COMMERCIALISATION OF RESEARCH

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

15. 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.

16. 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.

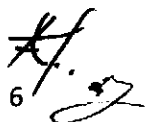
17. OFF-CAMPUS DUTIES

- (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.

Clause 18. 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 in UWI12+2 countries. 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

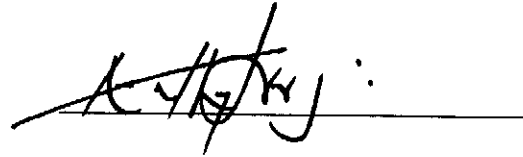
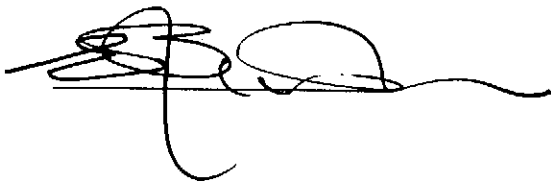
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be completed by July 31, 2017, the provisions of this Agreement shall be adhered to until a new Agreement takes effect.

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.

Signed on behalf of The University of the West Indies

Signed on behalf of WIGUT
(Jamaica)



V. Eudine Barriteau
Pro Vice Chancellor and
Principal, Open Campus

Anthony Perry
President

