

17 DEC 2015

COLLECTIVE AGREEMENT BETWEEN THE UNIVERSITY OF THE WEST INDIES AND THE WEST INDIES GROUP OF UNIVERSITY TEACHERS (JAMAICA) FOR THE PERIOD AUGUST 1, 2014 TO JULY 31, 2017

Preamble

This Agreement made and entered into this 17th day of December 2015, by the University of the West Indies, Mona Campus, including the Western Jamaica Campus, hereinafter referred to as the University of the West Indies 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, 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. Salary

(i) Salaries shall be increased as follows:

YEAR 1

August 1, 2014 - March 31, 2015 ----0%

April 1, 2015 – July 31, 2015 ---4%

YEAR 2

August 1, 2015 - July 31, 2016 ---3%

YEAR 3

August 1, 2016 – July 31, 2017 ---2%

(ii) The offer for the period beginning April 1, 2017, shall be revised upwards to match the salary increases offered employees in the public sector should those increases exceed 2%.

(iii) The University also agrees to consider for submission to the Government of Jamaica any improvements in fringe benefits granted to public sector workers for the period beginning April 1, 2017 which may be applicable to members of the WIGUT Bargaining Unit.

(iv) Consistent with the Note at the end of Clause 13 of the Rules for Academic Staff, Senior Administrative Staff and Professional Staff (Blue Book), the Management and the Union agree to activate the Joint Committee to review the Rules for determining salaries in certain disciplines, based on market factors. The Committee shall meet at least once per year.

The Joint Committee in carrying out its work shall ensure that in-depth consultations with appropriate persons and /or organisations have been done and that all the relevant data have been accessed and considered in arriving at its recommendations. Where changes to the Rules are being contemplated in a discipline, the Committee shall also make recommendations as to how staff currently employed in that discipline shall be treated when the changes are being implemented.

The Joint Committee shall make its recommendations to the Blue Book Committee.

2. Allowance for Deans

The parties having previously agreed that Deans shall be paid an allowance equal to 75% of the total allowances paid to Pro Vice Chancellors (PVCs) and having regard to the subsequent rolling of all PVC allowances into salaries between 2001 and 2002, the parties now agree that the Deans' allowances shall be computed as follows:

- I. Regional and Entertainment Allowances for which the current annual rates are \$441,816.51 and \$448,772.31 respectively, shall be adjusted consistent with the percentage increases in basic salary granted to PVCs, beginning in the 2014-2017 triennium. The University Registrar shall be requested by the Campus Registrar, Mona to advise whenever salary increases are granted to PVCs as a group.
- II. Travel Allowance shall be set at 75% of the Travel Allowance paid to the Senior Management Staff of the Mona Campus. The equivalent rates for the triennium are as follows:

Existing	\$731,790 per annum
w.e.f. April 1, 2015	\$914,742 per annum
w.e.f. April 1, 2016	\$1,006,218 per annum

3. Research Assistance for Deans and Heads of Department

This item has been settled by way of a side letter from the Principal, Mona Campus to the President, WIGUT (Jamaica), attached to this Agreement as **Appendix 1**.

4. Grant for the Purchase of Books and other Professional Materials

- i. Subject to the receipt of funding from the GOJ, the existing grant for the purchase of books and other professional materials shall be increased to the following amounts:

w.e.f April 1, 2015	\$200,000
w.e.f. April 1, 2016	\$206,000
w.e.f. April 1, 2017	\$210, 120

- ii. The parties agree that Clause 72(d) of the Rules for Academic Staff, Senior Administrative Staff and Professional Staff shall be amended to read as follows:

72 (d) With effect from August 1, 2016, members of staff are required to utilize the Grant for the Purchase of Books and Professional Materials prior to the date of their retirement.

5. Continuation of Past Practices

Management and the Union agree that past or existing practices shall only be altered by the agreement of both sides.

The parties further agree that where an employee or the Union seeks to rely on past or existing practices in interpreting terms and conditions of service, the onus shall be on the employee or the Union to show that the practice cited was sufficiently widely practised, so as to make it reasonable to consider it a policy of the University.

6. Financial Assistance to Staff at Western Jamaica Campus

The parties agree that this item shall be settled by way of a side letter from the Principal, Mona Campus to the President, WIGUT (Jamaica), attached as **Appendix 2** to this Agreement.

7. ICT Allowance

The parties agree that members of the Bargaining Unit shall be able to use their Grant for the Purchase of Books and Other Materials to pay for broadband internet connectivity. Members may apply to be reimbursed the amount spent for this purpose annually or twice per year. Applications for reimbursement must be accompanied by evidence of payment and must be submitted on the appropriate form available on line or from the Staff Benefits Section of the Bursary.

8. Use of Study and Travel Grant for Regional and International Conferences in Jamaica

The parties agree that in addition to the 20% of the Study and Travel Grant made available to attend **local** conferences, workshops, seminars and lectures (Clause 8. iv (a) and (b) of the 2011-2014 Agreement between the University of the West Indies and the Union), the full Study and Travel Grant can also be used by staff to cover fees, travel and *per diem* allowance to facilitate their attendance at **regional and international conferences** held in Jamaica.

9. Health Care after Termination on Medical Grounds

The parties agree that where a staff member who has been in the employ of the University for three (3) or more years is terminated on medical grounds, that is, medically boarded, he/she shall continue to receive health care under the Group Health Insurance Plan operated by the University for a period of twelve (12) months from the effective date of termination.

10. Annual Leave

The parties agree that with effect from August 1, 2014, staff currently entitled to (a) Annual Leave as indicated in clause 10 of the 2011-2014 Agreement between the University of the West Indies and the Union; and (b) Leave to pursue Professional Development as set out in the Agreement between the University and the Union dated April 28, 2014 shall be entitled to Annual Leave and Leave to pursue Professional Development as indicated in the table below:

Years of Service	Annual Leave	Maximum Accumulable	Professional Development
Leave	(Working Days)		(Working Days)
01-10	20 per annum	40	10
11-20	25 per annum	50	5
Over 21	30 per annum	60	—

11. Paternity Leave

- i. Management and the Union agree that male members of the bargaining unit shall be eligible for Paternity Leave. This leave shall be granted on three occasions only during the staff member's employment with the University. The period of leave shall be five (5) working days. However, in extenuating circumstances, a further five (5) working days may be granted at the discretion of the University.
- ii. Applications for Paternity Leave shall be made to the Vice Chancellor or Campus Principal on the relevant form (available on line or from the Human Resource Division) through the Head of Department or relevant academic or administrative head, as appropriate. Such applications must be supported by a statement from a medical doctor indicating that the staff member's partner has

given birth to a child or that the birth of a child is imminent. Applications for leave beyond five (5) days must also be supported by an appropriate statement from a medical doctor.

13. Sabbatical Leave

- i. The parties agree that Sabbatical Leave shall only be granted where one or more of the following criteria have been satisfied:
 - a) The programme of work to be pursued by the member of staff shall be directly related to (i) the upgrade/improvement of his/her qualifications for his/her existing job; or (ii) his/her professional development in his/her existing job.
 - b) The area of work to be pursued shall be a valid part of the career plan for the member of staff.
 - c) The programme of work to be pursued shall fall within a priority area of the University/Campus that is approved by the University/Campus Appointments Committee.
 - d) Any area of research or other scholarly activity by members of the Academic Staff, Senior Administrative Staff or Professional Staff which can be determined to be valid.
- ii. Clauses (a) to (d) above are the only criteria that shall be used by the University/Campus Appointments Committee when considering the application for a Sabbatical from a member of staff.
- iii. The University/Campus Appointments Committee shall provide members of staff whose applications have not been successful with an explanation for its decision.

14. Promotion, Renewal of Contract and Tenure

- i. Management and the Union agree that in order to facilitate the processes outlined in Ordinance 8.56 (c), (d) and (e) ; and Ordinance 8.12 and 13 by which members are allowed to examine and comment on (a) the recommendation of the Head of Department or relevant officer to the Dean or relevant officer; and (b) the evaluations of their performance by (i) the Dean or relevant officer; and (ii) the Evaluation and Promotion Committee, the form attached as **Appendix 3** shall be forwarded to each staff member who is being considered for Promotion, Renewal of Contract or Tenure with a copy of the recommendation or evaluations referred to at (a) and (b) above. The Head of Department or relevant officer and the Dean or relevant officer, as appropriate, shall be responsible for transmitting the form to the staff member.
- ii. The staff member shall be required to sign the form as evidence of having seen the recommendation or evaluations and may add such comments as he or she wishes. (Where a staff member disagrees with the recommendation of his or her Head of Department and wishes to pursue the matter, the steps outlined in

Ordinance 8. 57 shall be followed.) The signed form shall be returned to the Head of Department or relevant officer, or the Dean or relevant officer, as appropriate. This form shall be included in the documents forwarded to the Campus Registrar for submission to the University/ Campus Appointments Committee. Should a staff member refuse to sign the form, a statement to that effect from the Head of Department or relevant officer, or the Dean or relevant officer, as appropriate, shall be submitted with the other documents. In such cases the University/Campus Registrar shall verify that the member of staff had been given an opportunity to sign and refused to do so and shall make a notation of same on the form.

- iii. Where the University/Campus Registrar, on receiving the documents for submission to the University/Campus Appointments Committee, discovers that a staff member had not been sent a copy of the form with the relevant recommendation or evaluations, he or she shall not submit the case to the University/Campus Appointments Committee until corrective action has been taken, as follows:
 - a) In cases where the staff member had not been afforded the opportunity to examine and comment on the recommendation of the **Head of Department or relevant officer**, the University/ Campus Registrar shall not regard as valid any evaluation that may have been received from the Dean or relevant officer, or the Evaluation and Promotion Committee and shall require that the entire process of evaluation be restarted. The process shall be restarted by the Registrar requiring the Head of Department or relevant officer to forward a copy of the form together with his or her recommendation to the staff member.
 - b) In cases where the staff member had not received the form and the evaluations of the **Dean or relevant officer, and the Evaluation and Promotion Committee**, the Dean or relevant officer shall be required to forward a copy of each to the staff member for examination, signature and comment, if any. The signed form, together with the evaluations, shall be forwarded by the Dean or relevant officer to the University/ Campus Registrar for submission to the next scheduled meeting of the University/ Campus Appointments Committee.
- iv. In any instance where documentation reaches the University/ Campus Appointments Committee without the signed form or statement (referred to in paragraph ii above), as required, the Committee shall not proceed to consider the case, but shall require the Campus Registrar to take corrective action as set out in paragraph iii above.

15. Pension for Administrative and Technical Staff who act in Academic, Senior Administrative and Professional positions for two years or less

The parties agree that staff members whose substantive posts are in the Administrative and Technical (AT) Staff category, and who act on a continuous basis for a period of two years or less in a post in the Academic Staff, Senior Administrative Staff and Professional (ASAP) Staff category, during such period, shall continue to contribute to the Pension Scheme for employees in the AT Staff category.

16. University material support for WIGUT

This item has been settled by way of a side letter from the Principal, Mona Campus to the President, WIGUT (Jamaica), attached to this Agreement as **Appendix 4**.

17. Pension Contributions

The parties agree to establish a Joint Management-Union Committee to examine whether any benefits will accrue to members of staff and the University, if the Housing Allowance received by members of staff is included in their basic salary for the calculation of their pension contributions.

18. Instructors

The parties agree that

- i. All Instructors shall be eligible for Consumption Loans
- ii. Instructors shall be eligible for appointment on a contract of permanent employment after serving for four years as an Instructor and subject to a satisfactory performance appraisal.
- iii. Instructors appointed on a contract of permanent employment shall be eligible for Car Loans and House Loans.

19. Commercialization of Research

The parties agree that where the commercialization of research by staff members has been documented, this information shall be treated as evidence of “contribution to University life” and/or “public service” when such persons are being evaluated for renewal of contract, tenure or promotion.

20. Additional Items of Claim

It is agreed that the two letters from the Principal to the President of the Union dated December 9, 2015 (attached hereto as **Appendices 5 and 6**), together with item 4.i of this Agreement, constitute Management’s response to the Additional Items of Claim received from the Union on September 22, 2015 and form part of this Agreement.

21. Scope and Definition of the Contract

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

Signed on behalf of The University of the
West Indies



Archibald McDonald
Pro Vice Chancellor and
Principal, Mona Campus

Signed on behalf of the West Indies
Group of University Teachers, Jamaica



Paul Brown
President



THE UNIVERSITY OF THE WEST INDIES
MONA, JAMAICA

OFFICE OF THE PRINCIPAL

*Professor Archibald McDonald, MBBS, FRCS Ed., FACS, DM (Surgery) UWI
Pro Vice Chancellor & Principal*

May 22, 2015

Dr. Paul Brown
President
WIGUT (Jamaica)
The University of the West Indies
Mona Campus

Dear Dr. Brown,

The Provision of Research Assistance to Deans and Heads of Departments

Further to our meeting on the above captioned, I write to confirm my support for the employment of Research Assistants by Deans and Heads of Department during their tenure in office. These Assistants shall be paid for by the Office of the Campus Principal and shall normally be post-graduate students.

Yours sincerely,

**Archibald McDonald, Professor
Pro Vice Chancellor & Principal**



THE UNIVERSITY OF THE WEST INDIES
MONA, JAMAICA

OFFICE OF THE PRINCIPAL

*Professor Archibald McDonald, MBBS, FRCS Ed., FACS, DM (Surgery) UWI
Pro Vice Chancellor & Principal*

May 26, 2015

Dr. Paul Brown
President, WIGUT (Jamaica)
University of the West Indies
Mona Campus

Dear Dr. Brown,

I am aware that the WIGUT (Jamaica) proposed in its Claim for 2014-2017 that a Special Housing Allowance be granted to staff at the Western Jamaica Campus (WJC) to address higher cost of rentals in the Montego Bay area. I have also been advised that in negotiating this item a further proposal was made by the Union for assistance to be granted to WJC staff who face other hardships consequent on their relocation to the Montego Bay area.

It will not be feasible for the Mona Campus to accept either of these proposals for inclusion in the Collective Agreement for the triennium 2014-2017. However, the Campus will be willing, subject to the availability of resources, to look favourably at requests for financial assistance from WJC staff facing demonstrable hardships arising from their relocation to the Montego Bay area.

Yours faithfully,

**Archibald McDonald, Professor
Pro Vice Chancellor and Principal**

APPENDIX 3

STAFF DOCUMENT EXAMINATION AND COMMENT FORM

1. I (Name of Staff Member) have received copies of the following documents:

Document List:

- 1) Title of Document, Date, Signed By, etc.
- 2) Y
- 3) Z
- 4) A
- 5) B
- 6) C

2. Being submitted by (Name of Officer/Position) concerning:

- a. Promotion to the Rank of: (Specify) [Senior Lecturer]
- b. Renewal of Contract:
- c. Crossing the Bar:
- d. Tenure:
- e. Other:

3. I agree with the contents of the documents: Yes No No Comment

4. I wish to submit a comment Yes No

5. **Applicable Only to Head of Department Comments**

6. **I wish to exercise my right to a Review under Ordinance 8, Clause 57:**

Yes

No

7. **I understand that if I wish to make a comment, I must submit this to the Campus Registrar/University Registrar within two weeks of receipt of this evaluation.**

Signature of Staff Member being considered _____

Date



THE UNIVERSITY OF THE WEST INDIES
MONA, JAMAICA

OFFICE OF THE PRINCIPAL

*Professor Archibald McDonald, MBBS, FRCS Ed., FACS, DM (Surgery) UWI
Pro Vice Chancellor & Principal*

August 5, 2015

Dr. Paul Brown
President
WIGUT (Ja.),
Jamaica

Dear Dr. Brown,

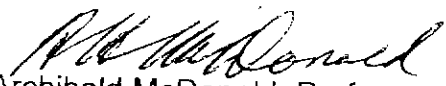
Re: IT support for WIGUT (Jamaica) Secretariat

Further to the approach by WIGUT (Jamaica) for assistance with the dissemination of information to its members, including streaming, recording and storage of same among others, I write to confirm my support for your request.

It is my view that WIGUT (Jamaica) is not a separate entity from the Campus community, in so far as it provides a service to some members of the community. However, the provision of IT services in most instances attracts a cost, therefore where the IT services requested by the Union attract a cost, WIGUT (Jamaica) will be expected to pay the appropriate rate. The question of costs and charges will be a matter for MITS and WIGUT (Jamaica).

Should you desire to discuss the matter further, my office will be happy to schedule a meeting accordingly.

Sincerely,


Archibald McDonald, Professor
Pro Vice-Chancellor and Principal



THE UNIVERSITY OF THE WEST INDIES
MONA, JAMAICA

OFFICE OF THE PRINCIPAL

*Professor Archibald McDonald, MBBS, FRCS Ed., FACS, DM (Surgery) UWI
Pro Vice Chancellor & Principal*

Our Reference

December 9, 2015

Dr. Paul Brown,
President,
WIGUT (Jamaica),
UWI Mona,
Kingston 7

Dear Dr. Brown,

The Management Negotiating Team has advised me that the Additional Items of Claim for the Triennium 2014-2017 received from your Union on September 22, 2015 were submitted to the Ministry of Finance and discussed with its representatives at a meeting on October 27, 2015.

Based on those discussions, I am now in a position to inform you of the following:

1. Tertiary Loan Fund Facility

Members of the WIGUT Bargaining Unit shall be able to access the Tertiary Loan Fund Facility operated by the Government of Jamaica (GOJ) on the same terms and conditions as existing beneficiaries in the Public Service.

2. Healthy Life Style

The GOJ is willing to consider a proposal from the University, in partnership with the Union, to establish a Health and Wellness Centre at the Mona Campus.

3. Improved Access to Housing Benefits through National Housing Trust

Given that the National Housing Trust (NHT) has been implementing a number of initiatives to improve access to housing benefits through NHT properties and on the open market, the Union can make its own arrangements with the NHT, with a view to a percentage of housing solutions being reserved for its members.

4. Lands for Housing Development

The Ministry of Finance has indicated its willingness to share information with the Union regarding the availability of Government-owned lands for housing development. It should be noted that where such lands are provided by Government, it will be the responsibility of the Union and/or its members to undertake their development.

5. Book, Software, Technology Allowance

The offer from the GOJ is contained in the Heads of Agreement under the heading "Grant for the Purchase of Books and Other Professional Materials".

6. Study and Travel Grant

The offer from the GOJ for the Study and Travel Grant benefit is contained in a separate side letter from the Principal to the Union dated December 9, 2015.

7. Lump Sum

- (i) The Ministry of Finance did not support the use of a possible Lump Sum payment for addressing the issues related to the recruitment and retention of Professors. However, the Ministry has indicated that if a full proposal, with costs, is developed, it is willing to review same and make a determination as to whether funding would be provided to support the increased staff costs that would arise.
- (ii) With respect to Instructors, the Ministry of Finance has indicated that it has no objections to a lump sum, at the value of the last increment received, being paid to Instructors who have been at the top of their scale for at least a year, provided the University has the "ability to pay". The University will be unable to make such a payment without an increase in its annual subvention from the GOJ.

Subject to the receipt of funding from the GOJ, the University will make a one-off, lump-sum payment to Instructors who have been at the top of their scale for at least one year, as follows:

- Instructors who have been at the top of their scale for one year only will receive a sum equivalent to the last increment received.
- Instructors who have been at the top of their scale for two or more years will receive a sum equivalent to twice the last increment received.

Yours sincerely,



Archibald McDonald
Principal and Pro Vice Chancellor



OFFICE OF THE PRINCIPAL

*Professor Archibald McDonald, MBBS, FRCS Ed., FACS, DM (Surgery) UWI
Pro Vice Chancellor & Principal*

Dr Paul Brown,
President,
WIGUT (Ja.)
UWI,
Mona Campus,
Kingston 7.

December 9, 2015

Dear Dr. Brown,

Study and Travel Grant

I write further to my letter of even date in which I advised you of the response of the GOJ to the Additional Items of Claim for the Triennium 2014-2017 to indicate the Government's specific response to your claim for an increase in the Study and Travel Grant.

The GOJ has advised that it has no objections to your request that the Grant be increased by 25%, with effect from August 1, 2015. However, this would be based on the University's "ability to pay". The University is unable to meet this additional expenditure from income derived from non-GOJ sources and must therefore seek an increase in its annual subvention from the Government. We are in the process of doing so.

The University therefore agrees that, subject to the receipt of funding from the GOJ, the Study and Travel Grant shall be increased by 25%, with effect from August 1, 2015, until July 31, 2017.

The University wishes to signal that it will seek to have a meeting with the Union prior to July 31, 2017, to present any proposals it may have for variations from the pre-2013 status quo for implementation at the end of the moratorium.

Yours sincerely,

Archibald McDonald
PVC and Principal