

TERMS AND CONDITIONS OF
SERVICE OF ADMINISTRATIVE AND
TECHNICAL STAFF EMPLOYED TO
THE UNIVERSITY OF THE WEST
INDIES

2010

This booklet contains a consolidation of terms and conditions of employment from agreements and Heads of Agreements, up to and including the 2008/2010 bargaining period between the University of the West Indies, Mona, Jamaica, and the Mona Administrative and Technical Staff Association, which is recognized by the University as the sole bargaining agent for and on behalf of persons employed to the Administrative and Technical staff category.

**MONATS
Terms and
Conditions of
Service**

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SECTION I

CLAUSE

1. AGREEMENT

1. Duration

Except where it is stated otherwise, the period of each Agreement cycle is for (2) two years effective April 1 through March 31 and shall so remain in force until amended.

2. Application

The information presented in this booklet shall apply generally to all permanent and temporary administrative and technical employees in the service of the University at the Mona Campus and elsewhere in Jamaica.

2. FUNCTIONS OF MANAGEMENT

3. Authority For Appointment

All appointments to the Administrative and Technical staff of the University are made on the authority of the University's Campus Council (Mona), as provided by the Charter and Statutes of the University. All individual appointments are made to the University as a whole. Members of staff are therefore subject to transfer to other comparable posts at the discretion of the University.

4. Policy Changes

While the University has the right and responsibility to conduct its business and manage its operations subject to the provisions of this Agreement, it is agreed that the University has the obligation to consult with the Union on the implementation and/or change in any matter that can or is likely to affect workers adversely, or otherwise.

3. NON-DISCRIMINATION CLAUSE

Consistent with the Charter of the University, the University and the Union agree to apply this Agreement and all policies, practices and decisions in areas such as recruitment, training, appraisal and promotion, without discrimination in regard to race, religion, gender, age, marital status, disability or participation in any activity which is permissible under law and which does not interfere with an employee's employment obligation. As such, all staff members have the right to be treated fairly and with dignity, and the duty to treat other staff members in the same manner.

4. DEPLOYMENT OF STAFF

Priority should be given to employing existing staff in any new University entity.

SECTION II

EMPLOYMENT AND PROMOTIONS

5. TERMS AND CONDITIONS OF EMPLOYMENT

The Finance and General Purposes Committee (Mona) has the specific responsibility of promulgating terms and conditions of service and establishing policy and procedures in respect of the employment, promotion and discipline of the Administrative and Technical staff of the University.

All employees are required to conform to such terms and conditions of service, and also to such rules and regulations which may be approved from time to time, in accordance with the University's Charter, Statutes and Ordinances. In particular, employees are required to:

- a. Perform all duties and discharge all responsibilities as are properly assigned to them in a competent, reliable and faithful manner, and to the reasonable satisfaction of the University.
- b. Carry out all proper and reasonable instructions which may be given to them by their Heads of Department, Supervisors, and/or anyone properly authorised by the University to do so.

6. QUALIFICATIONS FOR APPOINTMENT

Evidence of qualifications, experience or ability relating to job requirements should be submitted to the Human Resource Management Division along with completed application forms. In cases where an appointment is made in good faith on the understanding that such documents will be submitted after the date of appointment, and they are not in fact submitted within a specified period, then such an appointment may become null and void.

Appointments or offers of appointment that are made on the basis of false information or claims made by or on behalf of the applicant shall be null and void.

Persons seeking employment with the University must provide suitable character references and all relevant facts about their previous employment record and activities.

7. VACANCIES

The University will put appropriate mechanisms in place to ensure that Administrative & Technical Staff are informed in good time of all regular/permanent vacancies in this category.

8. JOB INTERVIEWS

The Union shall be represented at all final interviews for all permanent appointments in addition to those dealt with by the Staff Matters Committee. The details of this arrangement are to be worked out between the Union and the University.

9. MEDICAL EXAMINATION

Persons offered permanent or long term contractual appointment with the University are required to present acceptable evidence that they enjoy a satisfactory state of physical fitness. A medical examination by the University's medical officer may be required, particularly in the case of new employees who are over forty years of age.

A medical examination to determine fitness for continued employment may be required, at the discretion of the University, at any time during the period of employment.

Persons in high risk areas will be given an annual medical at the expense of the University.

10. PROBATION

All persons on initial appointment, save where otherwise specified, are on probation for a period of three (3) months in the first instance.

- a. The probationary period may be extended on the recommendation of the Head of Department concerned up to a period similar to that prescribed in the first instance.
- b. The total period of probation should not normally exceed six (6) months, except in very special circumstances as determined by the Human Resource Management Division.

11. WORKING HOURS AND WORK WEEK

The normal working hours for most employees in the Administrative and Technical categories are between 8:30 a.m. and 4:30 p.m. Mondays to Fridays. However, where it is deemed necessary because of the nature of the work of the Department, or the duties of particular categories, these arrangements may be varied. Particular cases in which such variations are presently necessary are:

- a) Departments or units that operate essential or emergency services or which operate on a shift system. In such situations employees may be called on to work any eight hours per day or any five (5) out of seven (7) days.

- b) Departments engaged in production operations or teaching technical or science programmes whose activities start before 8:30 a.m. or go on after 4:30 p.m. In such instances compensatory arrangements should be worked out in consultation with the Bargaining Agent.
- c) Where persons at the supervisory level are called on to supervise persons or activities whose operations take place outside of the normal working hours stipulated in the opening paragraph of this section.

12. LUNCH BREAK

Employees are entitled to one hour's lunch time each full working day.

13. JOB DESCRIPTION

All employees should be given a Job Description as soon as he or she reports for duty and that every effort should be made to ensure that existing employees be provided with their current Job Description. The clause "any other duty requested by Head of Section/Department" which appears in the Job Description, should read "any other duty that relates to his/her job function".

14. SALARY ON APPOINTMENT

On recruitment, individual salaries are fixed by the Human Resource Management Division at an appropriate point in the relevant salary scale after taking into account the qualifications and experience of the applicant.

15. ACTING APPOINTMENTS

Where a post at the level of Administrative Assistant 1 or above becomes temporarily vacant, or where the University does not consider it desirable to make a permanent appointment to a vacancy at this level, it may appoint an employee to act in that position.

An employee so appointed to act shall be eligible for the payment of an Acting Allowance (**as set out in Section III [33]**), if the appointment is for duration of twenty eight consecutive days (twenty working days) or longer, in a post senior to that in which he/she is substantively appointed. An employee appointed to act will be paid an acting allowance of at least three (3) increments or the minimum of the acting grade, whichever is higher.

An employee who is called upon to perform the duties of another employee who holds his/her position in his/her own right, shall not be automatically entitled to an acting allowance, unless he/she is deemed to be deserving in his/her own right.

Recommendations for acting appointments must be made by the Head of Department to the Human Resource Management Division, well in advance of the start of the acting period, to allow the appropriate committee reasonable time for consideration and approval.

Acting arrangements which do not have the prior approval of the appropriate Committee

may not be valid.

Acting arrangements which involve a member of the MONATS category of staff acting in a post classified as Senior Administrative shall require the prior approval of the Appointments Committee, Mona.

16. PROMOTION

Promotions shall normally be to a different post which carries a higher level of responsibility or a higher grading in comparison to the post from which the employee is being promoted. The post to which the employee is being promoted must be clearly recognised in the University Estimates and must be vacant.

Consideration and approval of promotions shall be the prerogative of the Staff Matters Committee which was appointed by Finance and General Purposes Committee, Mona for this purpose. (See **Appendix IV** for terms of reference and jurisdiction of this Committee).

17. SALARY ON PROMOTION

On promotion, salaries for Administrative and Technical staff are decided by the Staff Matters Committee:

The following rules will apply generally in the fixing of salaries on promotion:

An employee's basic salary shall not be less on promotion than before. Basic emoluments do not include subsistence allowance, travelling or any allowance personal to the employee. However, a duty allowance or other allowances related directly to the post from which the employee is being promoted, will for the purpose of regulations, be a part of the employee's basic emoluments.

An employee on promotion should be paid at least three (3) increments or the minimum of the next grade, whichever is higher.

In determining the size of a promotional increase the employee's incremental date is taken into account. For example, if the decision is to award an increase of three increment, the employee shall be given three clear increment in addition to any salary increase for which the employee would normally have been eligible in the lower grade on an incremental date which would otherwise have fallen due on a date six (6) months after the date of his promotion.

Except where otherwise stipulated by the Staff Matters Committee, the incremental date of the promoted employee shall **be June 1 of each year.**

Generally, a promotion will apply from the date on which an officer assumed the duties of the new post. In the case where the promotion is based on the passing of an examination, the date of promotion will be that of the passing of the relevant examination.

In exceptional circumstances where an employee is promoted and, on account of the exigencies of the service is retained for up to three (3) months in his old post, the employee shall be regarded as holding his new office from the date of his promotion.

18. CAREER PATH

The University and the Union will establish a Career Development Committee to consider, inter alia:

1. career paths;
2. career/staff development associated with those career paths;
3. career development policies/issues that are not covered within existing University staff development policies.

19. LIBRARY FACILITIES

There will be limited access to the Library Facilities for staff represented by the MONATS Union.

20. HEALTH AND SAFETY

The University shall institute the necessary precautions for safeguarding the health and safety of its staff members, and all staff members are expected to co-operate in the implementation thereof. Both the University and the Union recognise their mutual obligation in the elimination of all unhealthy working conditions and practices, and will co-operate in setting up and implementing a Health and Safety programme for the Campus as a matter of urgency.

21. REVOLVING LOAN SCHEME (2002/2004)

The University and the Union agree that the following loans will be administered in accordance with **Appendix IX**. The items listed below shall not appear in any future claim, since the funds provided are considered to be a one-time injection into the Scheme.

- a) Mortgage Loan
- b) Consumption Loan
- c) Car Loan
- d) Car Repair Loan
- e) Technology Loan
- f) Book Loan

This agreement does not preclude the University from exercising its discretion in granting financial assistance by way of loan in special circumstances.

Effective April 1, 2006:-

- a) The Revolving Loan Committee shall review the loan scheme and make recommendations within two months of the signing of this agreement. It is further agreed that there shall be an annual review of the loan scheme.
- b) Seniority Allowance shall be considered along with Basic Pay for determining the amount an employee is eligible to borrow from the Revolving Loan Scheme.

SECTION III

TERMINATION OF EMPLOYMENT

22. NOTICE OF TERMINATION

During the probationary period of employment, the employee's services may be terminated by two (2) weeks' notice on either side with or without stated reasons.

After confirmation of permanent appointment the University shall give notice of termination as follows: -

- a. two weeks for less than one (1) year of continuous employment
- b. One month for continuous employment of more than one year but less than ten years
- c. Two months for continuous employment of ten years or more
 - (i) In cases of **temporary appointment**, notice of termination shall normally be two weeks on either side. However, after service of **12 consecutive months**, notice in respect of temporary service shall be one month.
 - (ii) An employee shall give notice of termination of employment as follows: -
 - ◆ Two weeks where his/her service is less than one year.
 - ◆ One month where his/her service is over one year.
 - ◆ (e) Termination of employment without notice

An employee's service may be terminated without notice in accordance with Sections 3(4) & (5) of the Employment (Termination and Redundancy Payments) Act. (At present it is S. 3 (4) (5)).

23. RETIREMENT AGE

- a) The normal retiring age for permanent employees shall be sixty (60) years. Temporary employment beyond retiring age may be granted up to the age of sixty-five (65) subject to the provisions set out in **Appendix VII**. In very exceptional cases, the University may consider temporary employment beyond the age of sixty-five, but not beyond seventy (70) years.
- b) An employee may be retired before the age of sixty (60) if he/she is found to be suffering from a chronic medical condition, or is permanently disabled and as a result is unable to fully or properly discharge the tasks, duties and responsibilities of his/her job, or comply with the terms and conditions of his/her employment.

24. CRITERIA FOR EMPLOYMENT BEYOND RETIRING AGE

1. Permanent employees who attain the normal retiring age of sixty (60) years may be considered for temporary employment. Granting of such request shall be at the discretion of the University.
2. The Finance and General Purposes Committee, Mona decided that the following criteria would be applied strictly beyond sixty-five (65), but leniently between 60-65 years.
 - a. The employee must have rendered outstanding service in a particular field and should have demonstrated proper work attitude. This should be clearly stated in a special evaluation of the employee by the Head of Department and should be supported by a summarised research into the employee's record by the Human Resource Management Division.
 - b. The employee must be in a state of physical/mental fitness, evidence of which should be corroborated by the employee's medical history as recorded in his/her file.
 - c. The Head of Department must be able to indicate that the work of the Department would be adversely affected if the knowledge, skills and experience of the employee were not retained.
3. Where the extension of employment is granted on a permanent basis, the employee will continue to enjoy all the benefits of such a status. (F&GPC September 27, 1999 and February 28, 2000 July 3, 2000)

25. TERMS OF REDUNDANCY

5. Notice Pay

In the event of redundancy, not less than three months' notice or payment in lieu thereof will be given to the staff member.

6. Redundancy Policy

The Union shall accept the University's Policy on Redundancy as outlined below: -

Staff members who have served one year or more but less than ten (10) years shall receive three (3) weeks pay for each year or service.

Staff members who have served ten (10) years or more but less than twenty (20) years shall receive four (4) weeks pay for each year of service.

Staff members who have served for twenty (20) years or more shall receive five (5) weeks pay for each year of service.

7. Superannuation payments

Superannuation payments will also be paid to the affected employee.

8. Consideration

Whenever redundancies are being considered, wherever practical, an opportunity should be given for staff in posts to be made redundant to be re-assigned elsewhere in the institution with re-tooling as necessary.

26. SUBSIDY TO STAFF CANTEEN (2000/2002)

The University will underwrite the costs incurred by the canteen for Butane, utilities and cleaning materials. Further, the University will provide an additional subsidy negotiated from time to time towards staffing of the facility.

27. MEDICAL BOARDING PROCEDURE

A paper has been forwarded to the Campus Registrar for submission to Finance and General Purposes Committee (Mona) for approval.

The Finance and General Purposes Committee, Mona at its meeting held on June 2, 2003, approved a Medical Boarding Procedure for Administrative, Technical and Service Staff, which is set out in **Appendix VIII**.

SECTION IV

SALARY INCREASE, INCREMENTS/NON-SALARY BENEFITS

28. SALARY STRUCTURE REVIEW

In consideration of the variation in the pay structure recommended by the consultant, Price-Waterhouse, by the Government based on the inclusion of Public Sector salaries for certain categories, the University and MONATS agree to review the present Compensation structure upon completion of the pending Public Sector review. **(Subsequent to this agreement a Job Evaluation/Reclassification exercise was implemented effective April 1, 1994.)**

29. SALARY INCREASE

Salary increase shall be arrived at by the bargaining process from time to time. (See Appendix **XI** Schedule 1 for current rates)

30. NORMAL INCREMENTS

Members of staff shall normally be paid an increment on June 1 of each year. This date shall be known as their incremental date, and shall be due on the first of the month or such other date as the appropriate committee may fix in special circumstances.

- a. Normal increments shall be in accordance with the salary scales as outlined in Appendix

XI Schedule I.

- b. Normal increment cannot be withheld unless the grounds are brought to the attention of the employee, in writing, at least three months before the increment is due; and
- c. The temporary service of an employee may however, where continuous with subsequent permanent appointment, be regarded as service qualifying for the granting of an increment to his/her salary.

Increments will not be paid beyond the maximum of the salary scale of the employee and may be withheld or denied where an employee's performance or conduct is deemed to be unsatisfactory.

Permanent Part-time Worker

Permanent part-time employees may be granted an annual increment on a pro-rata basis on the recommendation of the Head of Department.

31. SPECIAL INCREMENTS

Special increments are awarded on the following grounds: -

- a. In cases where members of staff have acquired appropriate qualifications by means of an approved examination. (see Appendix I)
- b. On a case being made to the satisfaction of the Staff Matters Committee, that the nature of the applicant's work has changed and that he/she has been asked to undertake more responsibility of a continuing nature.

32. SENIORITY ALLOWANCE

A permanent full-time or part-time employee who had been at the maximum of his/her salary scale for over two years may be paid a Seniority Allowance equivalent in amount to his/her last increment on the following conditions: -

Seniority Allowance will normally be paid automatically, unless an unsatisfactory appraisal or report is received from the Head of Department at least three (3) months prior to the due date of the award.

A further minimum period of two (2) years must elapse before an employee can be awarded another Seniority Allowance.

As of May 1, 2003 Seniority Allowance shall not exceed three (3) such increments. However, individuals who qualified for Seniority Allowance prior to May 1, 2003 shall be in accordance with the Heads of Agreement between the University and the MONATS Association for the period 2002-2004.

33. SENIORITY ALLOWANCE FOR TEMPORARY STAFF

All temporary full-time or part-time employees who fulfil all the other conditions shall be eligible for Seniority Allowance.

34. ALLOWANCE FOR ACTING APPOINTMENTS

Members of staff below the level of Administrative Assistant 1 or equivalent who are requested by the University to perform duties in categories represented by MONATS at the level of Administrative Assistant 1, its equivalent or above that level for a minimum period of twenty eight (28) days, i.e. twenty (20) working days, shall be paid an acting allowance for this period. The following guidelines shall apply: -

In cases where an Administrative and Technical staff member is qualified to be appointed to a post at the Academic Staff, Senior Administrative Staff and Professional Staff level and is appointed to act in such a level, then he/she should be paid at the minimum of the salary scale of the higher level, or one increment, if the scales overlap, as well as the allowances attached to the post.

Where a member of staff does not have the qualifications for appointment to such a post, then three increments above the staff member's salary shall be paid as an Acting Allowance

Where the higher post is within the Administrative and Technical categories, the appointee shall be paid at the minimum of the higher scale or a minimum of three (3) additional increments whichever is higher.

Recommendations for acting in Administrative and Technical staff posts are processed by the Human Resource Management Division.

Recommendations for acting in Senior Administrative Staff and Professional Staff posts should be submitted to the Appointments Committee, Mona.

35. MERIT AWARD SCHEME

Up to forty (40) merit awards will be granted for exceptional performance, under mutually agreed criteria. It is further agreed that the University in consultation with the Union, will make every effort to develop and implement a comprehensive Merit Award Scheme with effect from the beginning of the contract period 1998-2000.

36. LONG SERVICE AWARD

An employee who has worked for twenty-one (21) continuous years with the University shall be awarded an allowance equivalent to the next two- (2) increments in his/her salary scale. The long service allowance shall not count for purposes of determining when that employee has reached the maximum of his/her salary scale. This allowance will not be counted in the salary scale at the time of re-grading.

A recommendation will be made to F.&G.P.C., Mona, that Long Service increments for

persons who have served the University for 21 years or more would be recognised as part of salary on which pension is calculated.

Recognition will also be given to employees who have given fifteen (15), thirty (30) and forty (40) years of service.

37. SPECIAL LONG SERVICE AWARDS

The University shall provide Special Long Service Awards annually to employees who do not qualify and have at least 21 years service, as negotiated from time to time. (See Appendix **XI** - Schedule 2)

38. MARRIAGE/FAMILY ALLOWANCE

(a) Male Married Employees

A marriage allowance of 10% of salary will be paid to married male employees who were employed prior to April 1, 1981, on submission of their marriage certificate.

(b) Widows and Divorcees

Female members of staff who were employed prior to April 1, 1981, will be eligible for a Family Allowance of 10% of their salary in cases where they are: -

- i. widows with children under eighteen (18) years during such time as they remain unmarried
- ii. divorced women who have been granted legal custody of their children under eighteen (18) years, during such time as they remain unmarried.

Workers employed on or after April 1, 1981 will not be eligible for this allowance.

39. SPECIAL DUTY ALLOWANCE

Where the exigencies of the University require employees, who are not normally required to work on Saturday and Sunday to be called out for duty on these days or to work beyond the normal working hours during the week, as approved by the Head of Department prior to the commencement of such work, the rates as indicated in Appendix **XI** - **Schedule 2** will apply.

From April 01, 1995 a Special Duty Allowance will be paid for all work done beyond the regular working hours, including work during lunch time and work starting before the official starting time, and will replace the former system subject to the following conditions:

- a. Work must be approved by the immediate Supervisor prior to the commencement of such work and the reimbursement form must be signed by the immediate Supervisor, who is authorized to approve up to a maximum of 20 hours per month per employee.

- b. Overtime which exceeds 20 hours per month must be approved by the officer immediately above the immediate Supervisor.
- c. Any time worked in lieu of time-off given, e.g., for Studying will not qualify.
- d. The Attendance Register must be signed in order to facilitate verification of the overtime.
- e. The Employee will claim reimbursement on a monthly basis. (Appendix XI – Schedule I)

40. COMPENSATION FOR WORK BEYOND NORMAL WORKING HOURS

The University requires all members of the bargaining unit to be available to work for up to three (3) hours per week beyond the normal working hours when requested by the Head of Department and as consideration the University will pay a commuted sum for such hours to all members of the bargaining unit as set out in **Appendix XI - Schedule 2**, subject to the agreed rules. Where the exigencies of the University require work beyond these hours, the current agreed system will apply at the rates set out in **Appendix XI - Schedule 2**.

41. COMMUTED COMPENSATION

Commuted compensation will be rolled into salary with effect from April 1, 2000. Further, in the existing context, there shall be no attempt to reintroduce this allowance in the immediate future.

42. HOUSING ASSISTANCE TO STAFF WORKING IN ESSENTIAL / EMERGENCY SERVICES

The University will continue to deal with requests for Housing Assistance to staff working in essential/emergency services on a case-by-case basis.

43. OTHER ALLOWANCES

- i. Special Meal Allowance - Library Staff

Members of staff in the library who are required to work after 6:00 p.m. shall be paid a special meal allowance as set out in **Appendix XI -Schedule 2**.

- ii. Allowances other than those specified are determined by the Finance and General Purposes Committee, Mona on the recommendation of the Staff Matters Committee.

44. TRANSPORTATION/TRAVELLING ALLOWANCE

Employees coming off duty at or after 8:p.m. or having to arrive at or before 6:a.m. shall be paid a transportation allowance (Appendix XI - Schedule 2). Library workers transported home at nights shall not be eligible for this allowance.

Application for travelling allowance will be dealt with on merit, in accordance with the University's rules for granting such an allowance.

45. TAXI/TRANSPORTATION ALLOWANCE (96/98)

It is agreed that employees working up to or beyond 7:00 p.m. shall be provided with transportation home.

It is further agreed that if an individual provides his/her own transportation, an allowance will be paid as outlined in Appendix XI - Schedule 2.

46. TRANSPORTATION HOME FOR SHIFT WORKERS

It is agreed that workers on the late shift will be provided with transportation home, within the following boundaries: Corporate Area, Port Royal, Bull Bay, Hellshire, Portmore and its environs, Spanish Town, and Stony Hill.

As far as is practicable, every effort will be made to facilitate employees living outside these boundaries and having difficulty getting home. This may include allowing the employee to work on the early shift exclusively, but where this is not possible, other options will be explored.

47. SHIFT PREMIUM

A Shift Premium shall be paid to employees working on the late shift as outlined in Appendix **XI** - Schedule 2.

UNIFORMS

The University agrees that: -

- a. All categories, e.g. nurses, chief attendants, workshop technicians, head porters etc, in the Bargaining Unit who were entitled to uniform before April 1, 1985 shall be paid an allowance.
- b. Notwithstanding 44(a), in cases of new categories of employees, the nature of whose work requires uniforms, each case will be considered on its own merit.
- c. In addition, all employees in the bargaining unit shall be paid a percentage of salary as Uniform Allowance.

The existing Uniform Allowance will be rolled into salary and replaced by a flat rate for Uniform Allowance per annum payable with effect from October 15, 1991.

It is agreed that Uniform Allowance Shall be as outlined **Appendix XI – Schedule 1.**

48. TAILORING/ACCESSORIES ALLOWANCE – *NURSES ONLY*

Effective April 1, 2008 the Nurses employed to the University of the West Indies shall be paid a Tailoring/Accessories Allowance, which will **replace** the Uniform/Laundry Allowance, currently paid to all employees in the Administrative and Technical category.

Side Letter dated July 22, 2008.

49. SPECIAL UNIFORM/LAUNDRY ALLOWANCE

Special Uniform and Laundry Allowance will be rolled into the salary scales from April 1, 2000. Further, in the existing context, there shall be no attempts to re-introduce these allowances in the immediate future.

50. PROTECTIVE CLOTHING

Employees shall be provided with protective clothing where it is considered necessary by the University and the Union.

51. PROTECTIVE SHOES

One pair of protective shoes per year will be given to Technicians and related personnel who are exposed as determined by the Union & Management.

PENSION

52. COMPULSORY PENSION SCHEME

All permanent employees shall be required to join the University Superannuation Scheme from the date of their appointment.

The normal rates of contribution will be as follows: -

- Employee's contribution - 5% of annual salary.
- Employees have the option to increase their contribution to a maximum of 10% of annual salary.
- University's contribution - 10% of employee's annual salary

Employees shall be provided with the rules of the Superannuation Scheme.

53. REVISIONS TO CURRENT PRACTICE REGARDING PAYMENT OF 10% IN LIEU OF PENSIONS TO PERSONS ON TEMPORARY CONTRACTS FGP (M) P.81

At its meeting on March 28, 2007, F&GPC, Mona, approved the proposed revisions to the practice of paying 10% in lieu of pension to persons on temporary contracts, subject to the following:

Staff members who already hold temporary contracts (and have been used to receiving the 10% in lieu of pension), should be given the option to choose whether to continue receiving the benefit as part of their pay package or to be paid a lump sum at the end of the contract period;

Both the Bursary and the HRM Division would need to ensure absolute accuracy when

lump sums were being calculated;

Staff would need to be advised of the new policy at the start of the contract and be reminded at the end of the contract period, of the reason that the lump sum was being paid.

OTHER BENEFITS

54. ASSISTED PASSAGE

Members of the Administrative, Technical and Service staff at the University of the West Indies, Mona be eligible to apply for leave abroad with assisted passage for himself/herself, wife/husband and children provided that the conditions listed in Appendix **III** and Section IV are satisfied. The qualifying salary for Assisted Passage leave, under existing conditions will be set at an amount equivalent to point 1 in Grade 8. It is further agreed that retirees leaving the employment or service of the University who already qualify for Assisted Passage Leave will be entitled to such benefit on a pro-rata basis if they have served at least three years since the last entitlement.

55. EDUCATIONAL FACILITIES

- a. Assistance may be given by the University authorities to those who wish to pursue approved courses for study. Such assistance may take a variety of forms, but it is contingent on the availability of funds and adequate arrangements being made in the section for the duration of the leave.
- b. Approved courses will be those leading to certificates, diplomas, degrees and other professional qualifications in disciplines which are of value to the University. Forms of assistance include:
 - i. reimbursement of tuition and examination fees;
 - ii. day release;
 - iii. time off during the day when day attendance at classes is unavoidable;
 - iv. leave for study purposes at 50% normal salary (Superseded see Appendix **VI**);
 - v. scholarships for full-time attendance at courses (usually funded by external agencies)

Application for assistance under any of the above alternatives must be made in writing to the Human Resource Management Division, through the Head of Department.

Full-time permanent employees, their children husbands or wives who are accepted for entry to a course at the University will be exempt from paying tuition fees (including examination fees were compounded) provided that:-

- a. they are not in receipt of a scholarship or other awards which includes payment of tuition fees;

- b. the employees is still in the employ of the University or in receipt of a pensions from the University.

56. REIMBURSEMENT OF TUITION AND EXAMINATION FEES FOR COURSES OTHER THAN APPROVED COURSES

The Finance and General Purposes Committee, Mona, agreed to the following with respect to the reimbursement of tuition and examination fees for other than approved courses (Appendix I) for permanent members of the Administrative, Technical and Service staff :-

- a. fees should not be reimbursed for courses leading to qualifications which are a requirement for the particular job;
- b. reimbursement of tuition and examination fees should be made only on successful completion of the course, or if the course is segmented, on successful completion of each part of the course which may be regarded as a complete unit;
- c. submissions can be made by Heads of Department to be considered by the Committee for fees to be reimbursed to persons who have done courses leading to additional skills relevant to the Department or the University as a whole.

57. REPRESENTATION ON LEAVE FOR STUDY PURPOSES COMMITTEE

MONATS will have a representative on the Leave for Study Purposes Committee.

58. DISPOSAL OF UNIVERSITY PROPERTY

- a. Employees will be given preference for CGC funded vehicles with 30% discount on the reserve price. The elapsed time period for eligible members of staff to purchase another vehicle is 2 years after acquiring one.
- b. The University will look at implementing mechanisms to give employees preference for the purchase of other CGC funded items such as office equipment and furniture.

59. PROVISION ON THE DEATH OF A PERMANENT EMPLOYEE

In the event of death of an employee, the University shall pay a special grant to the widow/widower or if there are orphan dependent children to a trustee for their benefit a special grant at the rate at which the deceased was paid at August 1 preceding death as set out below. It is agreed that the minimum payment in respect of death benefits be increased to a minimum of two year's salary.

- a. An employee who has served up to sixteen (16) years – 2 years' salary;
- b. An employee who has served between (16) years and under twenty-five (25) years - 2 1/2 years' salary;
- c. An employee who has served twenty-five (25) years and over – (3) years'

salary

60. WORKER INSURANCE

Employees will benefit from a scheme similar to any implemented scheme by Central Government for Civil Servants.

61. SESSIONAL RATES

Sessional rates are paid only to technical staff at the level of Medical Technologist or above (see Section VII & Appendix **XI - Schedule 3**).

62. COMMUTED TRAVELLING

Commuted travelling as is currently applied would be attached to Grades 9 & 10 only. However, other persons may be considered for this allowance if the University determines that the nature of their duties requires them to travel.

Notwithstanding the new grades, individuals who previously received this benefit would continue to do so.

SECTION V

LEAVE

63. VACATION LEAVE

On completion of twelve months' continuous service, employees will be entitled to vacation with pay as follows:-

1 to 9 years	28 working days per annum
10 to 14 years	35 working days per annum
15 years and over	42 working days per annum

All applications for vacation leave should be done in the required format and submitted through the Head of Department to the Human Resource Management Division at least four (4) weeks before the leave is due to be taken.

- a. The time at which the leave is taken shall be agreed between the employee and the Head of Department.
- b. Owing to the exigencies of the service, an employee may be called upon to defer his/her vacation leave which will become cumulative.

- c. If an employee wishes to postpone and accumulate leave, an application should be made in writing to the Human Resource Management Division through the Head of Department, for permission to do so. Employees will not normally be permitted to postpone leave for more than three (3) consecutive years. Leave may be accumulated to a maximum of 126 working days.
- d. Where an employee has accumulated 126 days of vacation leave and wishes to reduce this number before the next anniversary date but is asked to forego such leave due to the exigencies of the service, the Head of Department may recommend to the Finance and General Purposes Committee, Mona, through the Human Resource Management Division, that the employee be allowed to accumulate more than 126 days. In that case the employee would be allowed payment for the leave in excess of 126 days at the termination of his/her employment.
- e. **Public holidays and weekends are not counted as a part of vacation leave.**

64. PURCHASE/SALE OF ACCUMULATED VACATION LEAVE

Accumulated vacation leave may be sold/purchased under the following conditions:-

- i. A permanent employee may be given the option to accept salary in lieu of leave above the maximum which can be accumulated, subject to the approval of the Campus Bursar and Campus Registrar.
- ii. The University may purchase immediately from employees who have more than the maximum accumulable leave under the terms and conditions of service that is 126 days as at January 1, 1994 the amount of leave above the maximum.
- iii. **Leave below the maximum of 126 days**

A permanent employee who is proceeding on vacation leave for a period of three (3) weeks or longer, may at that time exercise the option to sell up to 70% of their outstanding leave, a special case may be made to the Campus Bursar for consideration.

65. SICK LEAVE

- a. Permanent employees shall be granted paid sick leave at the rate of fourteen (14) days per annum.

For periods of illness not exceeding three (3) days, a Medical Certificate is not required. However, the Head of Department/supervisor should be informed as early as possible, but not later than the following work day. The Human Resource Management Division should also be informed through the Head of Department.

For periods of illness exceeding three (3) consecutive working days, a Medical Certificate is required. The Human Resource Management Division, through the Head of Department should be informed as early as possible and the certificate submitted by the

fourth day after the commencement of illness.

- b. Paid sick leave beyond a period of fourteen (14) days per annum shall be at the discretion of the University authorities, who reserves the right after a reasonable time to offer suitable employment or terminate the appointment. Application for paid sick leave beyond ninety (90) days must be approved by the Finance and General Purposes Committee, Mona (see **Appendix II**)

Members of Staff on Probation

Paid sick leave may be granted to members of staff on probation, at the discretion of the University.

Temporary Staff Members

- a. Temporary members of staff employed for one year and over shall be granted sick leave at the rate of fourteen (14) days per annum. Paid sick leave in excess of fourteen (14) days per annum shall be at the discretion of the University. The need to submit Medical Certificates and inform the Resident Tutor shall be the same as for permanent members of staff.
- b. Temporary members of staff employed for less than one year shall be granted sick leave at the rate of 1 1/6 days for each month of service. Paid sick leave in excess of this may be granted at the discretion of the University.

Public holidays and weekends are counted as part of sick leave.

Abuse of Sick Leave

In cases where the Head of Department considers that sick leave is being abused, (e.g. when an employee frequently absents himself/herself on the grounds of illness for periods not exceeding three (3) days in order to evade the requirement to produce a medical certificate) he/she may require such an employee to produce a medical certificate for all periods of sick leave.

66. MATERNITY LEAVE

- a. On completion of twelve months (52 weeks) continuous service, maternity leave with full pay may be granted to employees for a period not exceeding twelve weeks (84) days. Leave without pay, if requested, will be granted for an additional period not exceeding ninety (90) days.
- b. Employees on no-pay maternity leave will be required to make their normal employee's contribution to the Superannuation Scheme (i.e. 5% of salary or in the case of those who have exercised the option to do so 10% of salary). The University will contribute its 10% for this period.
- c. Provisions of the Maternity leave Act shall apply on all issues not specifically addressed

in (a) and (b) above.

The Human Resource Management Division should be informed in writing as soon as the employee resumes duties.

67. DEPARTMENTAL LEAVE

9. Permanent Staff

The Head of Department will grant Departmental leave which shall not normally be more than four (4) consecutive working days at a time, on the grounds of urgent private affairs, to an employee who had satisfied the Head that such leave is indispensable. Each employee is eligible for a total of fourteen (14) working days in each calendar year. Leave so granted should be reported to the Human Resource Management Division by the Head of Department. **Departmental leave should not normally precede or follow any other leave.**

10. Temporary Staff

- (i) Temporary members of staff employed for one (1) year and over shall be granted departmental leave at the rate of fourteen days per annum.
- (ii) Temporary members of staff employed for less than one year shall be granted Departmental leave at the rate of 1 1/6 days for each month of service.

The other conditions for granting Departmental leave are as for permanent staff.

ACCUMULATED SICK AND DEPARTMENTAL LEAVE

- a. Permanent employees who have a minimum of 5 days unutilized sick and/or Departmental leave at the end of the calendar year will be able to carry forward such leave under the following conditions:
- b. The Sick/Departmental Leave can be accumulated for a maximum period of two years that is to a maximum of not more than 28 days in respect of each type of leave.
- c. Any Sick or Departmental leave carried forward can be utilized consistent with the rules which govern the leave.
- d. Unutilized sick and Departmental leave brought forward will be fully exhausted before current entitlement is accessed.
- e. Compassionate Leave (see Appendix **II** Section 5 and 9 for definition) will only be granted after all current, accumulated sick and departmental leave has been exhausted

68. LEAVE FOR STUDY PURPOSES

It is agreed that members of staff who are on study leave, as approved by the Staff Matters Committee, would receive full-pay for the final year and the value of this leave is to be

liquidated by one year/s service. (See **Clause 52 - Educational Facilities and Appendix VI**)

69. ASSISTED PASSAGE LEAVE

Members of the Administrative and Technical staff with not less than six years continuous service and receiving a qualifying salary at a rate agreed at the most recent regarding shall be eligible to apply for three months leave of absence to facilitate their travel abroad in keeping with the provisions for Assisted Passage. The provisions as set out in Appendix **III** will apply.

70. PRE-EMPTION OF ASSISTED PASSAGE LEAVE

- a. An employee who is entitled to Assisted Passage Leave and who is within one year of either the time requirement or the qualifying salary may, under special circumstances, apply to Finance and General Purposes Committee, Mona to pre-empt his/her passage allowance, detailing reasons for the request.
- b. An employee who is granted permission by F&GPC, Mona to pre-empt taking up the allowance shall receive four-fifths (4/5) of the allowance and shall be entitled to receive the balance of the allowance as a loan, with interest at the prevailing market rate of interest. If he/she continues in the service of the University until the date when he/she should have been eligible for the full allowance, the loan and interest thereon shall have been deemed liquidated. If he/she ceased to be in the employ of the University before that date, so much of the loan and interest as has not been discharged by the service to the University since return (the portion of service discharging and equivalent proportion of the loan) shall become immediately payable.
- c. Notwithstanding the foregoing, Finance and General Purposes Committee, Mona may on Medical Grounds grant the full allowance to a staff member applying to pre-empt.

71. NO-PAY LEAVE

No-pay leave may be granted by the Human Resource Management Division to employees on the **permanent staff** on the grounds of serious indisposition or urgent private matters. Such leave shall not normally be granted to persons with less than two years service. Application for no-pay leave for periods exceeding six months will need the approval of the Finance and General Purposes Committee, Mona. Weekends and Public Holidays are counted in no-pay leave.

Vacation leave is not earned while on no-pay leave. During the period of no-pay leave employees will have to pay the full 15% or 20% of their salary to the Superannuation Scheme i.e. their 5% or 10% and the University's 10%.

72. SPECIAL LEAVE

When an employee is asked to represent the country, perform jury duty or other special assignment as may be determined by the University, from time to time, during the normal

work week, special leave will be granted to such a person without prejudice to his/her vacation leave.

Special leave will only be granted if documentary evidence is provided to show that the employee has been asked to represent the Country/University/Jury Duty.

SECTION V

HEALTH AND RECREATION

73. HEALTH SERVICE

- a. The University provides medical care to all permanent members of staff; this service includes a clinic during official hours, drugs, X-rays, physiotherapy, counselling, mental health care, child health care with a full immunization programme and hospitalization for employees and their dependents. This scheme is financed by contributions from employees and the University.

Since January 1, 1999 the University provides health care to its employees and their dependents in accordance with the provisions of the contract between the University of the West Indies and an agreed Health Administrator. (*See contract between University and the selected Health Administrator for details of services provided*).

- b. The following members of an employee's family may be properly regarded as dependents in connection with the services offered by the University Health Services:
 - i. wives/husbands (including common law) of employee
 - ii. children under 18 years of age
 - iii. children over 18 years of age but under 23 years of age in full time education
 - iv. parents over 60 years of age and fully dependent on the staff member.
 - v. such other person as the employee can convince the University is wholly dependent on him/her for material support.

With regard to category (iv), a check with the Commissioner of Income Tax should verify the dependent status of the parent for whom the claim is made. However, with effect from January 1, 1999, the Health Scheme provided by the University for Employees and their dependents will not include dependent parents. Only employees whose dependent parents were registered on the University Health Scheme, prior to January 1, 1999, will continue to be provided with health care by the University, through the University Health Centre.

- a. The University has agreed as follows:-
 - i. Staff at the Pre-school Child Development Centre: This category of staff should be treated on the same basis as U.W.I. staff and students.

- ii. Jamaica Youth Corps Workers: Workers on assignment from the Jamaica Youth Corps and H.E.A.R.T. should receive service at the Health Centre without charge.
- iii. Temporary Employees: Temporary employees appointed for a period of at least six (6) months should be entitled to treatment on the same basis as the permanent staff, but for temporary employees less than six (6) months, who are generally regarded as relief workers, should only be allowed to receive treatment at the Health Centre in cases of emergency on the written request of the Human Resource Management Division.

However, Since January 1, 1999, permanent employees and temporary employees with contracts for one year or more are provided with health care in accordance with the provisions of the contract between the University and a selected Health Administrator.

b. Reimbursement of Money Paid for Drugs

The University reviewed its decision on the conditions under which reimbursement was made of money paid for drugs and agreed that those persons eligible to receive this service at the University Health Centre, including dependents, would be entitled to reimbursement of money paid for drugs.

As of January 1, 1999, reimbursement to eligible persons shall be as provided under the agreement between the University and an agreed health administrator. Reimbursement for dependent parents shall be as provided under the arrangement existing, prior to January 1, 1999.

74. USE OF THE HEALTH SERVICES BY PENSIONERS

Pensioners will continue to be seen at the Health Centre under existing arrangement.

75. RECREATION

Members of staff are eligible for membership at the University's bathing beach at Lyssons. They are also able to use the following facilities:-

- a. Olympic Swimming Pool located on Campus
- b. Cardiff Hall House
- c. Bellevue House
- d. Playing Fields

76. LUNCH/RESTROOM FACILITY

The University will make every effort within its resources to provide adequate lunch and restroom facilities for staff.

SECTION VI

WORKER REPRESENTATION AND DISCIPLINE

77. WORKER REPRESENTATION

The University recognises the right of all employees to be represented by a trade union or other bargaining agent. Further, the University recognises a single bargaining agent as the representative of any one Bargaining Unit. The Administrative and Technical staff is currently represented by the Mona Administrative and Technical Staff Association which has representative rights on behalf of these workers in regard to pay, fringe benefits and other general terms and conditions of service.

Where individual employees have a grievance which they are unable to resolve to their satisfaction, they may seek to have this dealt with through the Association and in accordance with the Grievance Procedure.

An employee who faces disciplinary charges has the right to be represented by the Association at any hearings to which he/she is called in pursuance of such charges.

78. TIME-OFF FOR MEETINGS

Members will be allowed three hours off per month to attend Union meetings.

Leave with pay will be granted to delegates of the Association to attend relevant courses for periods up to three months, limited to two delegates at any one time.

79. CONDUCT OF STAFF

11. Absence from office during office hours

- i. No employee may absent him/herself from duty during working hours without the permission of the Head of Department (or such other person designated by the Head) in which he/she works.
- ii. An employee who is absent from duty without permission, except in the case of illness or other unavoidable circumstances may be liable to disciplinary action.

12. Care and Proper Use of Equipment

Laboratory, office machines, equipment and stationary should be used only for University work and in all other circumstances, must be approved by the Head of Department or person nominated by the Head.

Employees should take utmost care of the equipment for which they have direct responsibility and must not allow unauthorised persons to use such machines. Laboratory equipment, typewriters, computers and other such machines must not be moved to other sections or outside of the University without the permission of the Head of Department or

person nominated by the Head.

13. Confidential information

The employee is expected to respect the confidentiality of information entrusted to him/her during the performance of his/ her duty.

14. Statements to the Media

Statements to the media involving University policy or confidential matters should not be made by employees without the permission of the Campus Registrar.

No employee may without the written approval of the Campus Registrar make public or communicate to the press or unauthorised individuals any documents, papers or information of a confidential nature which may come into his/her possession.

15. Personal Files

- i. All members of staff are entitled to examine his/her official file. The employee will examine the file in the presence of a senior member of staff at the Human Resource Management Division after having made an appointment to do so.
- ii. Effective April 1, 2006, it is agreed that adverse reports, forwarded to the Human Resource Management Division, shall be read, initialled and dated by the member of staff before it can be placed on an employee's file. The initialling shall not be deemed to constitute agreement by the member of staff with the contents of such documents. If the member of staff refuses to initial the document after being given the opportunity to read same, a statement to the effect shall be affixed to the document by the relevant University Officer or nominee and witnessed by another member of staff. Notwithstanding the aforementioned, the employee shall have the right to respond to the report in writing and forward such response to the Human Resource Management Division. The employee's response must be copied to the Head of Department or nominee.

16. Representation from Staff

- a. Employees should normally make representation regarding promotion, transfer, salary or other such matters to/through their Head of Department (or his/her nominee). A copy may however be sent directly to the Campus Registrar or the Senior Human Resource Management Division Officer, acting on his behalf.
- b. Any employee may seek an interview with the Human Resource Management Division Officer in charge of Employee Relations matters if his representation cannot or has not been resolved at the department level.

17. Acceptance of Gifts

Employees are forbidden to solicit gifts or to perform services for reward from persons with whom they deal in their official capacity as workers of the University.

18. Strikes

Employees, who go on strike, withdraw or reduce their services in any manner which is determined to constitute industrial action, will not be paid for the period of such action.

80. DISCIPLINARY PROCEDURE

Employees are liable to disciplinary action ranging from reprimands, withholding of increments, and suspension to dismissal.

All cases which in the opinion of a Head of Department merit disciplinary action shall be reported to the Human Resource Management Division who will act in the following manner :-

- i. Convene an enquiry where necessary;
- ii. if presiding at the enquiry, adhere to the principles of natural justice
- iii. judge with impartiality
- iv. apply disciplinary action for cause where needed
- v. take into account the previous record of the person charged
- vi. when an enquiry is convened by the Human Resource Management Division, the employee has the right of representation by his/her Association.

81. GRIEVANCE PROCEDURE

The University of the West Indies and the Mona Administrative and Technical Staff Union agree that a grievance or grievances arising out of the contract of employment and the Terms and Conditions of Service for the Administrative and Technical Staff shall be of two categories: Individual, concerning one or more members of staff of the Union in a restricted manner; and General concerning significant membership on a wider Campus basis. The University recognizes the right of an employee or group of employees to present a grievance without fear of victimisation, loss of job status, security, and impairment in either working conditions or the relationship with management because of a complaint filed or an appeal to a higher level of management to resolve a matter. Nothing in this Agreement shall be construed to deprive any employee or group of employees from presenting individually to the University any grievance and to have such grievance addressed. (*Grievance Procedure Appendix V*)

SECTION VII
NEW TERMS OF AGREEMENT

82. CHANGES BY WAY OF THE BARGAINING PROCESS

- a. Changes made by way of:-
- b. Period of Agreement
- c. Salary
- d. Increment
- e. Uniform and Laundry Allowance
- f. Shift Premium
- g. Seniority Allowance
- h. Special Long Service
- i. Meal and Out-of-Town Allowance
- j. Taxi/Transportation Allowance
- k. Work Beyond Normal Working Hours
- l. Sessional rates
- m. Special Meal Allowance for Library Staff
- n. Supervisory Rate
- o. Protective Shoes
- p. Meritorious Award
- q. Review Clause

Any other changes which might take place from time to time by way of the bargaining process shall be circulated to all members of the bargaining unit on the signing of the contract. These changes will be subsumed under *Appendix XI*.

APPENDIX I

APPROVED PRESCRIBED EXAMINATION

- a. Increments for examinations listed below are awarded only on successful completion of the entire course while still in the employment of the University and are paid as a special allowance independent of whether or not the employee is at the maximum of his or her salary scale.
- b. If an employee is within a grade requiring the qualification acquired, extra increments will not be automatic, but may be considered by the Staff Matters Committee on the merits of the case.

COURSES INCREMENTS	NUMBER	OF
A.L.A		2
Association of Accounting Technicians		2
Bachelors Degree (UWI)		4
Bachelors in Electrical Engineering		2*
Bachelors in Engineering		2*
Bilingual Secretarial Course (UTech)		1
British Computer society Part I	to be determined	
Certificate in Business Studies (SCS/UTech)		1
Certificate in Computer Studies (UTech)		2
Certificate in Digital Computer Technology Practice (UTech)		2
Certificate in Engineering (UTech)		2
Certificate in Management Studies (UWI)		1
Certificate in Micro-Computer Technology Practice (UTech)		2
Certificate in Personnel Administration (SCS)		1
Certificate in Personnel Management (UTech)		1
Certificate in Psychological Studies (SCS)		1
Certificate in Public Administration (UWI)		1
Certificate in Social Services		1

Certificate in Supervisory Management (UTech)	1
Certified Accounts (ACCA)	5
Certified Accounting Technicians 3***	
Certified Professional Secretary	2
Chartered Institute of Secretaries	4
Cost and Works Accounts	5
Diploma in Human Resource Management (J.I.M.)	1
Diploma in Business Administration (UTech)	1
Diploma in Community Health	2
Diploma in Engineering	2
Diploma in Health Management (UWI)	2
Diploma in Management Studies (UWI)	2
Diploma in Office Administration and Technology 2***	
Diploma in Public Administration	2
Diploma in Technical Management of Scientific Departments	2
Diploma in Telecommunications (UTech)	1
Higher Technicians Certificate (UTech)	1
Intermediate Accounts	4
Masters Degree (dealt with in accordance with FGP(M)P.69 below)	
Senior Secretarial Course (UTech)	

*Considered along with the Diploma in Engineering where the Diploma forms a part of the degree and attracts 2 increments, the degree attracts 2 increments. Otherwise the degree attracts 4 increments.

**If in possession of AAT award 1 increment. If no AAT, award 3 increments.

***If done straight then award 3 increments. If done while in possession of CPS award 2 increments.

Finance and General Purposes Committee at its Meeting held on May 27, 2002: FGP(M)P.69.

1. Review of Guidelines for Granting Increments for Masters' Degrees

Finance and General Purposes Committee, Mona, approved the recommended amendments to the guidelines as follows:

- a) that one (1) increment be granted automatically for taught Masters' Degrees that are not relevant to the job of the holder of the degree.
- b) that two (2) increments be granted automatically to taught Masters' Degrees that are relevant to the job of the holder of the degree.
- c) that three (3) increments be granted automatically for taught Masters' Degrees with distinction that are relevant to the job of the holder of the degree.
- d) that four (4) increments be granted automatically for Master of Philosophy Degrees.

2. Increments for Courses at School for Continuing Studies (Formerly Extra Mural)

- a) Increments will not normally be awarded for a one-year course undertaken.
- b) However, upon completion of two (2) one-year courses one (1) increment **only** will be awarded in respect of both.
- c) Where two (2) one-year courses which are similar in nature are completed one (1) increment **only** will be awarded.

APPENDIX II

SICK LEAVE REGULATION FOR ADMINISTRATIVE AND TECHNICAL STAFF

1. ELIGIBILITY FOR SICK LEAVE

All permanent members of Administrative and Technical Staff to the UWI (Mona) with at least one year's service shall be eligible for sick leave up to a maximum of 14 days in any one calendar year. Such leave shall be granted to cover the employee's absence from work, where such absence is the result of the person being medically unfit to carry out his/her duties. Persons with less than one year's service will have eligibility for sick leave as stipulated under the law.

2. PAY FOR SICK LEAVE

Employees granted sick leave as provided in (1) above shall receive full pay for such leave up to the maximum of 14 days.

3. MEDICAL CERTIFICATES TO COVER LEAVE

Members of staff who are absent from work for a period longer than three days, on the grounds of illness must produce a medical certificate to verify their illness. Such certificate must be submitted before the expiration of the first three days of absence.

4. ABUSE OF SICK LEAVE

In cases where an employee is considered to be abusing the provision for sick leave (e.g. frequent absences for short periods on the grounds of illnesses); he/she may be required to produce a medical certificate for **all** periods of illness.

5. COMPASSIONATE SICK LEAVE

In special cases, the University may at its discretion grant **an employee compassionate sick leave, in addition to the 14 days ordinary sick leave to which he/she is entitled.** The favourable exercise of discretion in such cases will be subject to the following considerations:

- a) The employee has exhausted other forms of leave which could be applied (i.e.) ordinary sick leave and vacation leave), and would otherwise suffer a loss of pay, or face severe financial hardships.
- b) The employee's length of service and previous leave record.
- c) The Administration being satisfied that the employee is the victim of a serious or other medical incapacity, which necessitates his/her being absent from work for an extended period.
- d) Where an employee suffers from a chronic illness, which requires treatment overseas, or which treatment otherwise necessitates the person being absent from work for an extended period.

Provided that such treatment is recommended by a local medical consultant, prior to the treatment being embarked on and this is approved by the University.

6. EXAMINATION BY THE UNIVERSITY APPOINTED MEDICAL OFFICER

The University reserves the right to require any member of staff requesting the grant of compassionate sick leave to be examined by a Medical Consultant appointed by the University, before granting the leave requested.

7. AUTHORITY TO GRANT SICK LEAVE

The Human Resource Management Division is authorized to grant ordinary sick leave up to the maximum of 14 days, and compassionate sick leave up to a maximum of 90 days. Compassionate sick leave in excess of 90 days must be approved by the Finance and General Purposes Committee.

8. RIGHT TO OFFER ALTERNATIVE EMPLOYMENT OR TERMINATE SERVICES

Where an employee suffers from a chronic disability which renders him/her unable to discharge his/her duties, or where the employee continues to be ill for a long period, the University may at its discretion offer alternative employment, or may terminate the services of the said employee.

In cases in which an employee is absent from work for an extended period through illness, and in which it is deemed that the employee cannot be granted compassionate sick leave, the University may at its discretion leave without pay to cover the period of absence.

9. COMPASSIONATE SICK LEAVE FOLLOWING VACATION LEAVE

The University will not normally grant compassionate sick leave where such leave follows immediately on vacation leave (spent overseas) except where the vacation leave was itself used for the purpose of receiving treatment, or where it is used to receive treatment recommended prior to the person going on leave.

10. MEMBERS OF STAFF ON PROBATION

Paid sick leave may be granted to members of staff on probation at the discretion of the University.

11. TEMPORARY STAFF

Temporary Staff employed for periods of one year and over shall be granted paid sick leave to a maximum of 14 days per annum. Paid sick leave in excess of this shall be at the discretion of the University.

APPEND III

REGULATION ON LEAVE PASSAGE

A member of staff at Mona not under the Study Leave Ordinance of the University shall be eligible for an allowance to meet the cost of the passage for himself/herself, wife/husband and children under the following conditions.

1. He must be in receipt of a certain basic salary to be determined from time to time. **(See Appendix XI).**
2. Leave may be taken at the convenience of the Department concerned Application for leave shall be subject to approval by the Registrar. It should be submitted through the Head of Department and should be made not less than 6 months in advance.
3. Leave passages are provided only once in every six years.
4. The period of leave, which shall include time for outward and return travelling, shall normally be three months and must be spent abroad; leave under these rules may not be accumulated.
5. Not more than five passages shall be provided being passages for self, wife/husband and not more than three children, up to the end of full-time education or to the age of 21 whichever is earlier. Birth certificates of children should be supplied on application for leave passage.
6. The amount payable for passages shall be fixed from time to time by the Council. At present the amount is based on the prevailing air fare to London.
7. The member of staff shall not earn his/her normal vacation leave in the year in which he/she is granted Assisted Passage Leave.
8. The member of staff will not normally be allowed to take vacation leave in the same year in which he/she is granted Assisted Passage Leave, except where such leave is continuous with vacation leave taken in the preceding or following years, or in special circumstances.
9. Vacation leave must not be taken to immediately precede or follow Assisted Passage Leave, unless specially approved by the Finance Committee.
10. Assisted Passage Leave will not be granted immediately before or after leave granted to a member of staff for study purposes.
11. Assisted Passage Leave will be considered to run in the same manner as vacation leave, i.e. it accrues in relation to the appointment anniversary of the employee.
12. Where Assisted Passage Leave spans two leave years, it will be regarded as effectively taken in the year in which it begins.
13. a. Members of staff who have already qualified for passage leave would continue to be eligible.
b. Members of staff who were at least two increments away from the previous qualifying salary in the final year of the re-grading should be deemed to be eligible for the allowance at the time when they would have earned under the old salary scale.

c. No category which had qualified for this leave before the re-grading would be debarred.

14. Notwithstanding the above, the Finance and General Purpose Committee, Mona decided: -

- a. that where members of staff and their spouses are entitled to leave passage benefits under different schemes, their entitlement should be subject to the principle of no double benefit;
- b. that in principle a member of staff who applied for leave with travel or passage benefits of any kind was entitled to those benefits, subject to deduction there from of any such benefits (whether claimed by the member of staff or by his or her spouse) and which has also been paid in relation to the relevant qualifying period for such benefits. Analogous terms should govern a claim by a member of staff for travel or passage benefits in respect to his or her children;
- c. That the principle of no double benefit would not be violated in the case of members of staff married to each other who have more than three children and who wished to claim each in respect of different children so as to obtain travel and passage benefits for more than three children, i.e. a member of staff could claim for children up to three full passages; in effect, a member of staff and spouse could claim up to six full passages for children.

APPENDIX IV

STAFF MATTERS COMMITTEE - SMCP P. 1997

The Finance and General Purposes Committee, Mona at its meeting on January 27, 1997 approved the following recommendation from the joint meeting of the Staff Matters Committee, Pay and Promotions Committee and Technical Assistants Committee held on November 12, 1996 that the Staff Matters Committee be established.

A review of the functioning of the Middle Management Board, Pay and Promotions Committee and the Technical Assistants Committee was carried out as part of the streamlining of the Personnel Process to make it more responsive and effective and more in line with some of the developmental work taking place in such areas as Job Evaluation and Reclassification, Performance Appraisal and Human Resource Management Systems. The Terms of Reference of these Committees was also done to determine commonalities. Additionally, organizing meetings and getting quorums proved difficult. Therefore, joint meetings and the round-robin approach had to be used on several occasions. It was also shown that duplication of functions was evident among the three committees. The review generally pointed in the direction that the committee currently deal more with matters which could be dealt with administratively once approved guidelines are established. The establishment of such guidelines and policies should be the major emphasis of the committee and only exceptions would be brought to the committee.

It is within this context that the meeting of the three (3) committees submitted the recommendations listed below to Finance and General Purposes Committee, Mona for its approval.

1. The Joint committee agreed as follows:
 - 1.1. To recommend to Finance and General Purposes Committee, Mona that the Staff Matters Committee, be created to replace the Middle Management Board, Technical Assessment Committee and the Pay and Promotions Committee.
 - 1.2. That the Staff Matters Committee should establish the guidelines for Personnel Policies which should include those for acting appointments, promotions, and temporary employment beyond retiring age.

The joint committee further agreed that:

- 1.2.1. all vacancies within the University system should be advertised internally so that staff will be aware of promotionally opportunities. The selection process to fill vacancies should be transparent and staff members should not be placed in a disadvantageous position.
 - 1.2.2. the Staff Matters Committee should be presented each year with statistics relating to the cost of time release for study, including study leave replacement costs and the cost to the University of exemption from fees granted to staff members and dependents.
2. The Human Resource Management Division should be responsible for routine matters such as temporary employment beyond retiring age up to age 65, acting appointments and promotions below the middle management level in keeping with the approved guidelines. The Staff Matters Committee should be apprised of decisions relating to the above.

3. Matters under the heading mentioned in item 1.3 above which are not in keeping with the approved guidelines should be referred to the committee.
4. The Staff Matters Committee shall conduct employment/promotion interviews which were formerly conducted by the Middle Management Board.

Terms of Reference of the Staff Matters Committee

The joint committee agreed that the terms of reference, of the Staff Matters Committee should be as follows:

1. To consider and decide on behalf of Finance and General Purposes Committee (Mona) matters, questions and submissions relating to recruitment, appointment, promotions, staff development and salary administration
2. To make recommendations to Finance and General Purposes Committee (Mona) on behalf of the above mentioned group of staff relating to:
 - a) the revision of salary structures and scales.
 - b) the revision of Terms and Conditions of Service (for Clerical, Technical, Administrative and Ancillary Staff)
 - c) temporary appointment beyond age 65
 - d) policy guidelines for the reclassification, re-designation or reconfiguration of posts
 - e) the establishment of policies and procedures for personal development
3. To select/interview applicants and recommend levels of appointment for particular posts after candidates have been interviewed and short listed by the Deans, Directors, Management Committee, Head of Department/Unit.
4. To consider and make recommendations for the addition and deletion of posts.

COMPOSITION OF THE COMMITTEE

The Joint Committee agreed to support the proposed composition of the Staff Matters Committee as follows:

1. Chairman appointed by Finance and General Purposes Committee (Mona)
2. Dean, Faculty of Medical Sciences or Nominee (from Laboratory discipline).
3. Dean, Faculty of Pure and Applied Sciences (from Laboratory discipline) or nominee
4. Dean, Faculty of Social Sciences or nominee.
5. Dean, Faculty of Arts and Education or nominee
6. Nominee of Academic Board, Mona
7. The Campus Bursar or his nominee

8. The Campus Registrar or his nominee
9. Representative of MONATS or nominee.
10. Representative of MONATS (Technical) or nominee.
11. Representative of UAWU.
12. The Senior Assistant Registrar (ERCEHS) – Secretary
13. The Committee through the Chairman shall from time to time co-opt specialist(s) as the need arise.

APPENDIX V

GRIEVANCE PROCEDURE

INDIVIDUAL

Stage 1

Supervisor

shall refer the matter, in writing, to the The employee or group of employees shall present the alleged grievance to his/her/their supervisor, orally or written, within three (3) working days after the matter has occurred.

The supervisor shall discuss the matter, within three (3) working days after the receipt of the complaint or complaints, with the employee or group of employees.

Where no meaningful solution is found and communicated to the employee or group of employees and their Union within five (5) working days of the matter being presented to the supervisor, then the employee or group of employees shall refer the matter, in writing, to the Head of Department.

Stage II

Head of Department

The Head of Department shall discuss the matter with the employee or group of employees along with their Union representative within five (5) working days of the complaint or complaints being received.

Where no meaningful solution is found and communicated to the employee or group of employees and their Union within five (5) working days, after the matter is discussed, then the employee or group of employees Principal.

Stage III

Principal

The Principal or his/her duly authorized nominee (who shall be given full authority of the Principal to deal with the grievance) shall hear the matter within seven (7) working days after receipt of the complaint.

Where no meaningful solution is found and communicated to the employee or group of employees and their Union, then either the Union or the University or both parties may refer the matter to the Ministry of Labour.

Stage IV

Ministry of Labour

The issue shall be presented, in writing to the Ministry of Labour for conciliation by either the Union or University or by both parties, within fourteen (14) working days of the decision taken by the Principal.

Stage V

Where the matter is not resolved at Stage IV either the University or the Union or both parties may request the Minister, in writing, to present the matter to the Industrial Disputes Tribunal for settlement; or the issue shall be presented, in writing, for arbitration through the Ministry of Labour. Arbitration shall be by a suitable independent and mutually agreed arbitrator or panel of arbitrators whose decision shall be final and binding on all parties. The parties agree that the arbitrator or panel of arbitrators shall be selected within fourteen (14) working days of the request and the terms of reference shall be mutually agreed.

If the parties fail to agree upon the selection of an arbitrator or panel of arbitrators after fourteen (14) days of the request by either party for arbitration, either party shall immediately request the services of the Ministry of Labour to provide a list of five (5) arbitrators. The parties shall have seven (7) working days following receipt of the list, to select an arbitrator or panel of arbitrators in the following manner. The Union shall have the right to strike one name from the list, the University shall then strike one name, and the process repeated until one arbitrator or the agreed panel of arbitrators remain. However, if after seven (7) working days one of the parties fails to adhere to the preceding arrangement the other party will request the Ministry of Labour to act on behalf of the delinquent party in order to complete the process. The decision of the agreed arbitrator or panel of arbitrators shall be binding upon the parties.

GENERAL

Stage I

Principal

The Principal or his/her duly authorized nominee (who shall be given full authority of the Principal to deal with the grievance) shall hear the matter within seven (7) working days after receipt of the complaint.

Where no meaningful solution is found, then either the employee or group of employees and their Union representative or the University or both parties may refer the matter to the Ministry of Labour.

Stage II

Ministry of Labour

The issue shall be presented, in writing to the Ministry of Labour for conciliation by either the Union or University or by both parties, within fourteen (14) working days of the decision taken by the Principal.

Stage III

Where the matter is not resolved at Stage II either the University or the Union or both parties may request the Minister, in writing, to present the matter to the Industrial Dispute Tribunal for settlement; or the issue shall be presented, in writing, for arbitration through the Ministry of Labour. Arbitration shall be by a suitable independent and mutually agreed arbitrator or panel of arbitrators whose decision shall be final and binding on all parties. The parties agree that the arbitrator or panel of arbitrators shall be selected within fourteen (14) working days of the request and the terms of reference shall be mutually agreed.

If the parties fail to agree upon the selection of an arbitrator or panel of arbitrators after fourteen (14) days of the request by either party for arbitration, either party shall immediately request the services of the Ministry of Labour to provide a list of five (5) arbitrators. The parties shall have seven (7) working days following receipt of the list, to select an arbitrator or panel of arbitrators in the following manner. The Union shall have the right to strike one name from the list, the University shall then strike one name, and the process repeated until one arbitrator or the agreed panel of arbitrators remain. However, if after seven (7) working days one of the parties fails to adhere to the preceding arrangement the other party will request the Ministry of Labour to act on behalf of the delinquent party in order to complete the process. The decision of the agreed arbitrator or panel of arbitrators shall be binding upon the parties.

NOTES

1. The University and the Union recognize that based on the nature of the grievance Stages I and II may be abandoned and Stage III may be deemed as the first stage in the process.
2. The employee has the right to be accompanied by a Union representative or colleague at all stages of the process.
3. The University and the Union agree that at all times attempts at resolution should be exhausted before industrial action is taken.
4. Any grievance which is not presented and not carried forward to the next step of this Grievance Procedure within the specified time limit shall be considered as abandoned and waived by default, provided however that the University and the Union agree that it shall not be so abandoned. The University and the Union agree that working days will exclude Saturdays, Sundays and Public Holidays.

APPENDIX VI

CRITERIA FOR GRANTING LEAVE/TIME OFF FOR STUDY PURPOSES

1. LEAVE FOR COURSES AT UWI

Only permanent employees will be considered for grant of leave for study. Temporary employees will be ineligible for such leave.

Employees must have a minimum of **four years'** service with the University, save where the University itself wishes an employee to receive special training.

Applicants must be entering the final year of a **degree** programme.

Leave for study purposes may be granted for up to a full academic year (9 months approx.) with full normal salary.

The University has the right to determine its priority areas for the training and to grant leave in accordance with its priorities.

Total leave granted for study purposes annually should not exceed 54 man months.

In granting leave for study purposes the vacation leave due to the member of staff will be taken into account.

Salary paid to employees on leave for study purposes will be treated as an advance to be liquidated through service with the University after completion of their courses.

Application for leave should be submitted to the Human Resource Management Division no later than April 30 proceeding the academic year which leave is requested.

The Staff Matters Committee will consider the applications and make recommendations for awards. The Committee shall submit an annual report to Finance & General Purposes Committee, Mona on awards made.

2. LEAVE FOR COURSES AT INSTITUTIONS OTHER THAN UWI

Only permanent employees will be considered for grant of leave for study. Temporary employees will be ineligible for such leave.

Employees must have a minimum of **four years'** service with the University, save where the University itself wishes an employee to receive special training.

Applicants must be entering the final year of a training programme.

Leave with full pay (normally not exceeding one academic year maybe granted to members of staff who have been awarded fellowships and scholarships to pursue training programmes approved by the University in keeping with its priorities.

Leave for study leading to a professional qualification at an approval local institution, e.g. UTECH, may be granted for up to a full academic year (9 months approx.) with payment at the rate of 50% of normal salary.

Salary paid to employees on leave for study purposes will be treated as an advance to be liquidated through service with the University after completion of their courses.

Employees on the recommendation of their Head of Department maybe granted time off with pay to attend day-release courses at approved local institutions.

Leave for day-release courses will normally be granted for the duration of the particular course or programme, subject to requirements concerning progress. The Staff Matters Committee's discretion will, however, be exercised in considering applications from persons who wish to repeat courses which they had failed.

The Staff Matters Committee will consider the applications and make selections for award to those employees pursuing first degrees and recommendations to Finance and General Purposes Committee, Mona, for awards to employees pursuing higher degrees.

3. CONDITIONS FOR TIME OFF DURING WORKING HOURS TO PURSUE COURSE

Normally only permanent employees who have at least two years' service with the University will be granted time off during working hours to pursue courses.

Time off will not be granted to pursue courses offered after working hours.

Application for time off during working hours to pursue courses should be dealt with by the Head of Department.

Approval for time off should be given for one academic year at a time; however staff should be allowed time off for one repeat of any course.

The maximum time off that will be granted in any one week is five hours.

Time off will be granted on the understanding that the employee maybe required to make up the hours outside of the normal working day or week.

The Head of Department may at any time revoke the grant of time off in the interest of maintaining the service of the Department.

4. NO-PAY LEAVE FOR STUDY PURPOSES

Only permanent employees with at least three years' service at the University will be considered eligible for the grant of no-pay leave for study purposes.

No-pay leave for study purposes will not normally be granted in excess of one academic year.

5. STUDY LEAVE – VACATION LEAVE

Persons on study leave will not earn vacation leave during the period.

6. INFORMATION TO HEADS OF DEPARTMENTS

Staff members pursuing courses/programmes at the University or other institutions, whether or not they have been granted study leave or time-off, are required to inform their Heads of Departments accordingly, in writing, prior to registering for such courses/programme.

i) Full-time permanent employees of the University, their husbands or wives who are accepted for entry to a course at the University will receive exemption from tuition fees (including examination fees where compounded) provided that:

The programme is CGC/UGC funded;

they are not in receipt of a scholarship or other award which includes payment of tuition fees;

they employee concerned are still in the service of the University or are in receipt of retirement pensions from the University;

“Children” in the clause above means “dependent children.” Such children must not be more than 27 years at the beginning of the academic year, except in the case of children registered for the MB.B.S. or LL.B. degrees in the Faculties of Medical Sciences and Law, respectively, who shall not be more than 31 years.

Full-time, temporary or project staffs, who has been in continuous employment with the University for three (3) years at the beginning of the academic year will be exempted from tuition fees.

The proposals at (ii) and (iii) above will be applied retroactively to the full-time, temporary or project staff who registered for the first time in 1994/95.

Legally adopted children will be eligible for this benefit and so will step-children if the member of staff provides evidence that such children are wholly maintained by him/her. **Foster children** will not be eligible.

APPENDIX VII

GUIDELINES FOR (TEMPORARY) APPOINTMENT BEYOND RETIRING AGE

1. Normal Increments

If an employee is granted extension of appointment on a yearly basis the Head of Department should make a recommendation for the granting of any annual increment.

2. Seniority Allowance

Temporary employees will not qualify for Seniority Allowance.

3. Long Service Award

An employee's temporary service beyond retiring age should be regarded for the purposes of determining eligibility for Long Service Award.

4. Vacation Leave

An employee on temporary contract beyond retiring age should not earn leave at a lower rate than at which he was earning at the time of his retirement. Temporary employees should not be allowed to accumulate leave.

5. Sick Leave

Employees on temporary contracts beyond retiring age should be granted sick leave at the rate of 2 weeks per annum.

6. Educational Facilities

Employees whose appointments are extended on a temporary basis beyond retiring age, their husbands/wives or children, who are accepted for entry to the University should be exempt from paying tuition and examination fees.

7. Leave for Study Purposes

Employees on temporary contracts beyond retiring age should not be granted leave for study purposes.

8. Assisted Passage Leave

Employees on temporary contracts beyond retiring age shall not qualify for Assisted Passage Leave even if they had qualified prior to retirement.

9. Marriage/Family Allowance

Employees on temporary contracts beyond retiring age who meet the criteria for Marriage/Family Allowance shall be entitled to these benefits.

10. Uniforms

Employees on temporary contracts beyond retiring age who qualified for uniform prior to retirement shall continue to receive uniforms.

11. Provision in the event of Death

The University will pay to the widow or widower, or if there are orphan dependent children, to a trustee for their benefit, a special grant of an amount equivalent to one year's salary at the rate at which a deceased employee on temporary contract beyond retiring age was paid at 1st August preceding death.

APPENDIX VIII

UNIVERSITY OF THE WEST INDIES, MONA MEDICAL BOARDING PROCEDURE FOR ADMINISTRATIVE, TECHNICAL AND SERVICE STAFF

The Finance and General Purposes Committee, Mona at its meeting held on June 2, 2003 approved a Medical Boarding Procedure for Administrative, Technical and Service Staff, to determine the fitness for continued employment and applicable compensation and benefits in the case of a permanent staff member or a temporary staff member with at least three years continuous service who had been consistently absent from work on grounds of illness and had exhausted all sick, departmental, vacation and compassionate sick leave granted at the discretion of the University.

PROCEDURE

Where a staff member has

- Been continuously absent from work on grounds of illness.
- Been suffering from a chronic illness or disability, which renders him/her unable to discharge his/her duties
- Exhausted all sick, departmental and vacation leave earned and accumulated.
- Exhausted the period of compassionate sick leave and/or no pay leave which may have been granted at the discretion of the University as detailed in Appendix IV Clause 5 of the Terms and Conditions of Service

“In special cases, the University may at its discretion grant an employee compassionate sick leave in addition to the 14 days ordinary sick leave to which he/she is entitled. The favourable exercise of discretion in such cases will be subject to the following considerations.

- (i) that the employee has exhausted other forms of leave which could be applied (i.e. ordinary sick leave and vacation leave), and would otherwise suffer a loss of pay, or face severe financial hardships.
- (ii) the employee’s length of service and previous leave record.
- (iii) The Administration being satisfied that the employee is the victim of a serious illness or other medical incapacity, which necessitates his/her being absent from work for an extended period.
- (iv) Where an employee suffers from a serious or chronic illness, which required treatment overseas, or which treatment otherwise necessitates the person being absent from work for an extended period. Provided that such treatment is recommended by a local medical consultant, prior to the treatment being embarked on and this is approved by the University.”

The Senior Assistant Registrar, with responsibility for Employee Relations matters, consultation with the Clinical Director will write to the staff member, copied to the Head of Department, and the Union;

- Expressing concern at the effects of the employees frequent absences from work
- Outlining the ability or inability to perform assigned tasks efficiently and effectively due to illness.
- Inviting the employee, along with the Union to discuss the matter in order to;
- Consider and review factors such as:
 - Diminished performance or capability to perform due to illness. Indicators to be considered such as time lost from work, difficulty or inability to complete assigned tasks efficiently and effectively.
 - Age and years of service
 - Past performance
 - Alternative skills and placement

Determine whether Medical Boarding is the most appropriate action

If it is decided to proceed with Medical Boarding, the Human Resource Management Division shall:

- Write to the employee, copied to Clinical Director, Head of Department and the Union, to inform him/her of the decision, outlining the factors that influenced the decision,
- Request the Clinical Director, University Health Centre, to initiate a Medical Board assessment, in keeping with (F&GPC (M) 27/6/1983 Minutes 243 and 244).

“Finance Committee, Mona, heard from the Human Resource Management Division that there was a need for the setting up of a Medical Board to report on the fitness of members of the ATS staff to continue working but that no policy had been laid down re the setting up of such a board.

“Finance Committee, Mona, noting that a panel of doctors had been set up by the University Academic Committee on behalf of the Senate in accordance with Ordinance 8 from which medical board could be appointed for Academic Staff, agreed that the same panel of doctors should be used for appointing medical boards for ATS staff and that the Clinical Director will recommend to the Principal three (3) doctors who will constitute the Medical Board including the Staff Members’ private physician.”

- Fitness for further service, and if so, to state conditions under which this would be possible whereby the University could exercise its discretion for alternative employment in keeping with Clause 8 (a) Appendix III, of the Terms and Conditions of Employment

- Request staff member to have a detailed medical report from his/her Medical Practitioner, (if not the University Health Centre), sent to the Clinical Director normally within two weeks of the request being made.

The Clinical Director, upon receipt of the request shall:

- Ask the staff member to be seen for assessment by the panel of doctors as outlined in F&GPC minutes 243 and 244. The Clinical Director will ensure that a specialist in the area of the employee's illness will be included in the panel.
- Forward a report with the appropriate recommendations to the Personnel Office if the findings of the panel of doctors and his/her practitioner concur.

Upon receipt of the decision of the Medical Board the Human Resource Management Division shall act as follows:

(a) Continuous Employment

If the decision is that the employee is to be reinstated, the Personnel Office will ensure that the department concerned complies accordingly.

(b) Alternative Employment

If suitable alternative placement is recommended and available the Personnel Office shall seek to effect the transfer, after consultation with the Union. If the employee refuses recommended alternative placement, he/she would forfeit any right to the benefits outlined below. If however the University is unable to find a suitable vacancy, the services of the employee will be terminated with the applicable benefits.

(c) Termination of Service

Where it is determined that the staff member who has at least three (3) years continuous service and would be unable to continue in the employ of the University on medical grounds, he/she shall receive an amount calculated based on the University's policy formula on redundancy, as contained in Clause 13 of the Terms and Conditions of Employment. Also the staff member will be eligible for **regular consultation only** at the University Health Centre for a period of not more than six-(6) months post termination. This service excludes drugs and tertiary care.

If the employee is within five (5) years of the normal retirement age, with at least twenty (20) years continuous service with the University, the employee be retired in keeping with Clause 12(b) of the Terms and Conditions of employment

“An employee may be retired before the age of 60 if he/she is found to be suffering from a chronic medical condition, or is permanently disabled, and as a result is unable to fully or properly discharge the tasks, duties and responsibilities of his/her job, or conform with the terms and conditions of his/her employment.”

And paid the appropriate sum using the Redundancy Formula. Also the Staff member could opt to continue on the Health Plan by paying the Health Centre the current amount paid for the insurance. Drugs could be provided at the Pharmacy run by the University of the West Indies.

JOB RELATED ILLNESS

If it is determined by the panel of doctors and the member's personal physician that the illness is job related then:

- (i) the above will apply
- (ii) Additional compensation may be considered on a case by case basis with all parties concerned. Factors such as age, years of service and the prognosis for a full recovery will be taken into consideration.

If the staff member is dissatisfied with the decision/action taken at any stage of this procedure, he/she has the right to raise the Grievance through the appropriate stages of the agreed Grievance Procedure between the University and the Union.

APPENDIX IX

UNIVERSITY OF THE WEST INDIES, MONA CAMPUS LOANS COMMITTEE RULES (MONATS)

MONATS MORTGAGE LOAN SCHEME POLICY

- 1) Loans will be available to Bona Fide members of MONATS under the revolving Loan Scheme managed by the Joint UWI/MONATS Committee
- 2) Maximum amount of loan will be \$300,000.00
- 3) Loans must be adequately secured
- 4) Loans will be made for a period of up to 60 months to permanent employees.
- 5) Temporary employees with at least three (3) years service are also eligible provided adequate security is in place.
- 6) Loans will normally be made available to first time homeowners and shall only be provided for houses that shall be owner-occupied and not for rental.
- 7) If the homeowner is fifty-six years or more, the period of loan shall normally coincide with retirement.
- 8) The loan will be granted for:
 - a. Assisting /Purchasing a Home
 - b. Constructing a house on a land owned.
- 9) Monthly repayments will be deducted from staff members' salary by the University of the West Indies and paid over to the authorized agent.
- 10) Interest on the loan will be at a rate of 8% per annum on the reducing balance.
- 11) The full outstanding balance of the loan becomes due and payable upon separation of the borrower from the University. This balance shall be a first call on any funds due to the borrower from or through the University.
- 12) If the member fails to abide by the rules that were in existence at the time the loan was approved, the Committee reserves the right to vary the terms and conditions of the loan at its discretion.

- 13) If the member proceeds on no pay leave, he/she will be required to make satisfactory financial arrangements for the servicing of the loan on schedule.
- 14) Up to five loans per annum may be granted. An additional two loans may be granted by the Committee on a first come first served basis, subject to availability of funds.
- 15) Approved loans will be disbursed consistent with the terms of the Sales Agreement or other supporting documentation.
- 16) Where the property is being used as collateral a valuation is required.
- 17) Any variation of the rules must be referred to the University of the West Indies management team by the Committee.

MONATS CONSUMPTION LOAN SCHEME POLICY

- 1) Loans will be available to members of the Bargaining Unit under the Revolving Loan Scheme that will be managed by the joint UWI/MONATS Committee.
- 2) The annual interest rate applicable is 6% per annum and is calculated on the reducing balance.
- 3) The maximum amount of the Consumption Loan will be equivalent to 1 ½ one month's salary or \$40,000.00, whichever is higher.
- 4) Each loan will be made for a period of up to 18 months.
- 5) The borrower should have repaid 50% of the loan before accessing another loan. The authorized lending agent has the right to review emergency cases.
- 6) Monthly repayments will be deducted from the staff member's salary by the University and paid over to the authorized agent.
- 7) The outstanding balance of the loan, including interest becomes due and payable upon separation of the borrower from the University.
- 8) Where the loan from the Revolving Loan Scheme is joined with a loan from the Credit Union, adequate security must be in place to cover the full indebtedness.
- 9) If the member proceeds on no pay leave, he/she will be required to make satisfactory financial arrangements for the servicing of the loan on schedule
- 10) Loan must be adequately secured.
- 11) Any variation of the rules must be referred to the University of the West Indies management team by the Committee.

MONATS BOOK LOAN SCHEME POLICY

- 1) The loan will be available to Bona Fide members of the Bargaining Unit under the Revolving Loan Scheme that will be managed by the joint UWI/MONATS Committee.
- 2) The Book Loan shall be provided to each eligible applicant.

- 3) Interest on the loan will be at the rate of 5% per annum on the reducing balance.
- 4) The maximum amount of the loan will be \$10,000.00 and shall be repaid with interest within 12 months.
- 5) Monthly repayments will be deducted from the staff member's salary by the UWI and paid over to the authorized collecting agency.
- 6) The full outstanding balance of the loan becomes due and payable upon separation of the borrower from the University. This balance shall be a first call on any funds due to the borrower from or through the University.
- 7) If the member proceeds on no pay leave, he/she will be required to make satisfactory financial arrangements for the servicing of the loan on schedule.
- 8) Loan must be adequately secured.
- 9) Any variation of the rules must be referred to the University of the West Indies management team.

MONATS TECHNOLOGY LOAN SCHEME POLICY

- 1) Loans available to Bona Fide members of MONATS under the revolving Loan Scheme managed by the Joint UWI/MONATS Committee.
- 2) Maximum amount of loan is \$100,000.00
- 3) Repayment period up to 24 months.
- 4) Interest of 5% on reducing balance per annum.
- 5) Loans granted exclusively for purchasing a computer. Upon presentation of pro-forma invoice, payments will be made directly to the supplier.
- 6) Monthly repayments to be deducted from members' salary by the University of the West Indies and paid over to the authorized collecting agency.
- 7) The full outstanding balance of the loan becomes due and payable upon separation of the borrower from the University. This balance shall be a first call on any funds due to the borrower from or through the University.
- 8) If the member fails to abide by the rules that were in existence at the time the loan was approved, the Committee reserves the right to vary the terms and conditions of the loan at its discretion.
- 9) If the staff member proceeds on no pay leave, he/she will be required to make satisfactory financial arrangements for the servicing of the loan.
- 10) Loans must be adequately secured.
- 11) Any variation of the rules must be referred to the University of the West Indies management team.

MONATS MOTOR VEHICLE LOAN SCHEME POLICY

- 1) The loans will be available to all members of the Bargaining Unit. Such persons will be eligible to be considered for a loan once every five (5) years.
- 2) The maximum amount of the loan will be \$300,000.00
- 3) The loans will **only** be made for the purchase of private motor vehicles.
- 4) Loans will be made for a period of up to five (5) years to permanent employees. Temporary employees with at least three (3) years of service are also eligible.
- 5) The outstanding balance of the loan becomes due and payable upon separation of the borrower from the University.
- 6) Interest on the loan will be at the rate of eight (8) percent per annum on the reducing balance. In keeping with the agreement between the University of the West Indies and MONATS, the Loans Committee has the right to review and vary the interest rate charged on car loans.
- 7) Monthly repayments will be deducted from the staff member's salary.
- 8) All applications will be considered on a first come first served basis and priority will be given to fist time purchasers.
- 9) Loans will not be made for the purpose of repairing cars.
- 10) If the vehicle that is being purchased is used as collateral it must not be more than five (5) years old. Authorized collecting agency will opt for other collateral.
- 11) The vehicle should be registered in the name of the borrower and Financial Institution (if applicable).
- 12) The vehicle, when purchased, cannot be used as collateral for any other loan.
- 13) The loan cannot be used to refinance an existing loan nor will repayments be rescheduled, under normal circumstances.
- 14) The staff member must first obtain prior written permission from the Committee if the car is being disposed of before the loan is fully repaid.
- 15) If the vehicle is involved in an accident and is written off by the Insurance Company, the staff member must pay in full the outstanding balance of the loan upon receipt of settlement from the Insurance Company.
- 16) The staff member is entitled to re-apply for the refunded loan amount in (15) above. However, the duration of the new loan period will be the remaining period of the previous loan.
- 17) The vehicle when purchased must be registered as a private vehicle to be used for the staff member's personal, domestic and social business.
- 18) Where applicable, the Bill of Sale must be registered in the name of the authorized agency.

- 19) The borrower must present proof annually that the insurance is current and comprehensive coverage is in place.
- 20) The borrower must take steps to ensure that the vehicle is mechanically fit at all times.
- 21) If the staff member proceeds on no pay leave, he/she will be required to make satisfactory financial arrangements for the servicing of the loan.
- 22) Any variation of the rules must be referred to the University of the West Indies management team.

APPENDIX X

HEADS OF AGREEMENT BETWEEN THE MONA ADMINISTRATIVE AND TECHNICAL STAFF ASSOCIATION AND THE UNIVERSITY OF THE WEST INDIES

This agreement which was signed on2008, by the University of the West Indies hereinafter called “The University” and the Mona Administrative and Technical Staff Association (MONATS) hereinafter called “The Union”, amends the existing Collective Bargaining Agreement between the parties.

PERIOD OF AGREEMENT

The period of Agreement will be for two years effective April 1, 2008 through March 31, 2010 and shall remain in force until amended.

SALARY

It is agreed that the new rates of pay for the Administrative and Technical Staff with effect from April 1, 2008 and April 1, 2009 respectively are as set out in Schedule I.

NORMAL INCREMENTS

Increments shall be in accordance with the salary scales as agreed in Schedule 1.

UNIFORM AND LAUNDRY ALLOWANCE

It is agreed that the Uniform and Laundry will be increased as set out in Schedule II

SHIFT PREMIUM

It is agreed that Shift Premium paid to employees working on the late shift be increased to \$14.40 per hour effective April 1, 2008 and \$15.40 per hour with effect from April 1, 2009.

SENIORITY ALLOWANCE

It is agreed that Seniority Allowance shall apply as detailed in Schedule 1.

SPECIAL LONG SERVICE

It is agreed that Special Long Service shall be increased to as set out in Schedule 2.

MEAL AND OUT-OF-TOWN ALLOWANCES

It is agreed that the Meal Allowance shall be paid at the rates contained in Schedule 2

It is agreed that the Out-of-Town Allowance shall be paid at the rates contained in Schedule 2.

TAXI/TRANSPORTATION ALLOWANCE

It is agreed that the Taxi/Transportation Allowance shall be paid at the rates contained Schedule 2.

WORK BEYOND NORMAL WORKING HOURS

The agreed rates shall apply as set out in Schedule 2.

SPECIAL MEAL ALLOWANCE FOR LIBRARY STAFF

It is agreed that the Special Meal Allowance for Library Staff shall apply at the rates set out in Schedule 2.

SUPERVISORY RATE

It is agreed that upon finalization of the 2006/08 agreement on this item, in addition to the increase on base rates (Work Beyond Normal Working Hours), employees who qualify, as set out in the agreement, shall receive an additional 12 1/2 % on these rates.

PROTECTIVE SHOES

It is agreed that the current agreement shall continue and the cost ceiling shall be reviewed consistent with market.

MERITORIOUS AWARD

It is agreed that the University and the Union shall finalize the guidelines, under the 1998/2000 Collective Bargaining Agreement, for selecting and making awards to employees within three (3) months of the signing of this agreement.

REVIEW CLAUSE

It is agreed that should the Government of Jamaica grant an increase to its employees above that offered to University's employees, the University undertakes to make submissions to the Government for a review of its remit to ensure that the University's employees are not put at a disadvantage.

SCHEDULE I

Salary Scales for the Mona Administrative and Technical Staff Represented by MONATS - 2008/2010

Year 1		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
MONATS Grade 4	w.e.f. 2008/04/01	488,358	500,565	513,084	525,915	539,058	552,540	567,198	582,363	598,266	614,511
MONATS Grade 5	w.e.f. 2008/04/01	564,669	578,787	593,256	608,076	623,286	638,859	656,016	673,761	692,127	711,132
MONATS Grade 6	w.e.f. 2008/04/01	657,891	674,337	691,197	708,474	726,195	744,351	763,875	786,417	809,463	834,594
MONATS Grade 7	w.e.f. 2008/04/01	771,045	790,479	810,405	830,829	851,772	873,240	897,846	924,984	952,566	980,970

MONATS Grade 8	w.e.f. 2008/04/01	924,252	947,643	971,625	996,216	1,021,428	1,047,276	1,078,494	1,111,092	1,144,680	1,179,279
MONATS Grade 9	w.e.f. 2008/04/01	1,098,909	1,126,722	1,155,234	1,184,376	1,214,253	1,244,883	1,282,002	1,320,885	1,360,947	1,402,215
MONATS Grade 10	w.e.f. 2008/04/01	1,306,752	1,339,824	1,373,760	1,408,455	1,444,098	1,480,866	1,527,300	1,576,755	1,626,357	1,677,354

Year 2		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
MONATS Grade 4	w.e.f. 2009/04/01	522,546	535,608	548,997	562,722	576,792	591,210	606,900	623,130	640,146	657,528
MONATS Grade 5	w.e.f. 2009/04/01	604,197	619,302	634,785	650,652	666,918	683,592	701,946	720,933	740,583	760,920
MONATS Grade 6	w.e.f. 2009/04/01	703,944	721,542	739,581	758,070	777,024	796,449	817,341	841,461	866,121	893,010
MONATS Grade 7	w.e.f. 2009/04/01	825,018	845,811	867,138	888,990	911,397	934,368	960,696	989,736	1,019,247	1,049,640
MONATS Grade 8	w.e.f. 2009/04/01	988,950	1,013,979	1,039,641	1,065,951	1,092,927	1,120,587	1,154,001	1,188,882	1,224,819	1,261,842
MONATS Grade 9	w.e.f. 2009/04/01	1,175,835	1,205,604	1,236,114	1,267,308	1,299,291	1,332,078	1,371,798	1,413,405	1,456,272	1,500,441
MONATS Grade 10	w.e.f. 2009/04/01	1,398,225	1,433,613	1,469,922	1,507,047	1,545,186	1,584,546	1,634,241	1,687,170	1,740,237	1,794,801

SCHEDULE 1

Seniority Allowance for the MONA Administrative and Technical Staff 2008/2010

Year 1		Seniority I	Seniority 2	Seniority 3
MONATS Grade 4	w.e.f. 2008/04/01	631,434	653,328	676,197
MONATS Grade 5	w.e.f. 2008/04/01	736,020	761,781	788,445
MONATS Grade 6	w.e.f. 2008/04/01	863,805	894,039	925,329
MONATS Grade 7	w.e.f. 2008/04/01	1,015,608	1,051,470	1,088,481
MONATS Grade 8	w.e.f. 2008/04/01	1,220,922	1,264,032	1,308,666
MONATS Grade 9	w.e.f. 2008/04/01	1,451,727	1,502,988	1,556,061
MONATS Grade 10	w.e.f. 2008/04/01	1,737,795	1,802,754	1,870,143

Seniority Allowance for the MONA Administrative and Technical Staff 2008/2010

Year 2		Seniority I	Seniority 2	Seniority 3
MONATS Grade 4	w.e.f. 2009/04/01	675,651	699,063	723,528
MONATS Grade 5	w.e.f. 2009/04/01	787,551	815,115	843,645
MONATS Grade 6	w.e.f. 2009/04/01	924,267	956,616	990,096
MONATS Grade 7	w.e.f. 2009/04/01	1,086,702	1,125,075	1,164,684
MONATS Grade 8	w.e.f. 2009/04/01	1,306,398	1,352,529	1,400,286
MONATS Grade 9	w.e.f. 2009/04/01	1,553,424	1,608,276	1,665,066
MONATS Grade 10	w.e.f. 2009/04/01	1,859,478	1,928,985	2,001,093

SCHEDULE 2

	4:30 - 7:00		7:00 - 8:00		Beyond 8:00 p.m.	
	Year 1	Year 2	Year 1	Year 2	Year 1	Year 2
	\$	\$	\$	\$	\$	\$
Grade 4	541	578	276	295	362	388
Grade 5	575	615	288	308	391	418
Grade 6	633	677	316	338	414	443
Grade 7	667	714	334	357	437	468
Grade 8	788	843	391	418	512	548
Grade 9	845	904	426	455	558	597
Grade 10	943	1,009	472	505	610	652

Meal Allowances to be paid under existing rules

Transportation Allowance/Subsistence 7:00 p.m. - 8:00 p.m.

SCHEDULE 2

WORK DURING LUNCH TIME AND BEFORE OFFICIAL TIME

Grades	Year 1	Year 2
\$	\$	\$
4	541	578
5	575	615
6	633	677
7	667	714
8	788	843
9	845	904
10	943	1,009

Work before Official Time

On or before 6:00 a.m. - Transportation Allowance

On or before 7:00 a.m. and after 6:00 a.m. Meal/Subsistence

**REIMBURSEMENT RATES FOR SATURDAYS, SUNDAYS AND
PUBLIC HOLIDAYS - MONATS**

SATURDAYS

	HALF DAY			FULL DAY	
	Year 1	Year 2		Year 1	Year 2
	\$	\$		\$	\$
Grade 4	1,058	1,132		1,685	1,803
Grade 5	1,127	1,206		1,817	1,944
Grade 6	1,254	1,341		1,993	2,132
Grade 7	1,328	1,421		2,107	2,254
Grade 8	1,558	1,667		2,482	2,655
Grade 9	1,787	1,912		2,831	3,029
Grade 10	1,980	2,119		3,140	3,359

SCHEDULE 2

SUNDAYS AND PUBLIC HOLIDAYS - MONATS

	HALF DAY		FULL DAY	
	Year 1	Year 2	Year 1	Year 2
	\$	\$	\$	\$
Grade 4	1,878	2,009	2,946	3,153
Grade 5	2,053	2,196	3,218	3,443
Grade 6	2,138	2,287	3,381	3,618
Grade 7	2,264	2,423	3,502	3,747
Grade 8	2,638	2,823	4,160	4,451
Grade 9	2,989	3,198	4,474	4,787
Grade 10	3,321	3,554	4,957	5,303

A Taxi Allowance of \$400 (Year 1) and \$430 (Year 2) will be paid for work on Saturdays, Sundays, and Public Holidays.

1) TAXI/TRANSPORTATION ALLOWANCE

The taxi allowance paid for work done on Saturdays, Sundays and Public Holidays will be increased to:

Year 1	\$400
Year 2	\$430

2) MEAL ALLOWANCE

Year 1 \$400

Year 2 \$430

3) SPECIAL MEAL ALLOWANCE FOR LIBRARY STAFF

The special meal allowance for Library Staff will be increase to:

Year 1 \$420

Year 2 \$450

SCHEDULE 2

4) OUT OF TOWN ALLOWANCE

The out of town allowance is paid to persons required to perform duties outside the Corporate Area.

Year 1 \$440

Year 2 \$470

Uniform Laundry

Year 1 \$65,000

Year 2 \$70,000

Special Long Service

Awardees: 12

Year I \$60,000

Year 2 \$64,000

SCHEDULE 3

Senior Medical

<u>Technologist I</u>	Weekdays	Saturdays	Sundays & Public Holidays
	J\$	J\$	J\$
w.e.f April 1, 2008	2,364.68	3,547.02	4,729.36
w.e.f. April 1, 2009	2,530.21	3,795.31	5,060.41

Senior Medical

Technologist II

	J\$	J\$	J\$
w.e.f April 1, 2008	2,913.43	4,370.14	5,826.85
w.e.f. April 1, 2009	3,117.37	4,676.05	6,234.73

**Chief Medical Technologist
and Administrative Technologist**

	J\$	J\$	J\$
w.e.f April 1, 2008	3,418.74	5,128.11	6,837.48
w.e.f. April 1, 2009	3,658.05	5,487.07	7,316.10

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