



THE UNIVERSITY OF THE WEST INDIES

**RULES FOR ACADEMIC STAFF,  
SENIOR ADMINISTRATIVE STAFF AND  
PROFESSIONAL STAFF**

**MAY 2015**

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# SECTION I

## PREAMBLE

1. The Charter of The University of the West Indies states:

*“4. Men and women shall be eligible for ... .. appointment to any authority, office or employment of or under the University.”*

*“5. (i) No religious, political or racial test shall be imposed on or required of any person in order to entitle him/her to be a member of the University or to occupy any position in or on the staff of the University.”*

## EQUAL TREATMENT FOR MEN AND WOMEN

There shall be no discrimination on the grounds of sex in regard to conditions of service.

## NOTE:

*Provisions of the ‘Blue Book’ do not apply to subsidiaries of the UWI*

## DEFINITIONS

In these Rules for Academic Staff, Senior Administrative Staff and Professional Staff, unless the context otherwise requires:-

“Academic Staff, Senior Administrative Staff and Professional Staff” means full-time Academic Staff, Senior Administrative Staff and Professional Staff appointed at least at the level of Assistant Lecturer, or equivalent, or above, and shall include such other persons in the employment of the University engaged in teaching and research or who hold administrative or professional posts designated by the Council as senior posts;

“Academic Staff” means the Professors, Senior Lecturers, Lecturers, Assistant Lecturers, and such other persons in the employment of the University engaged in teaching or research or both as the Council, acting in accordance with the recommendation of the Senate, may from time to time grant the status of member of the academic staff of the University;

“Academic year” means a period of twelve calendar months ending on such date as may be designated from time to time by the Senate: Provided however, that the Senate may designate different dates and different periods of more or less than twelve months for different purposes;

“Approved Institution” is an institution offering education at the tertiary level which the Senate and Council of The University of the West Indies have recognized:

- i. to be acceptable for and worthy of the collaborative activities with this University in the form of the delivery of academic programmes and/or courses at the undergraduate and/or graduate level.

OR

- ii. to be engaged in offering such certification as would be deemed worthy of articulation arrangements with The University of the West Indies by the relevant University authority.

To obtain recognition as an Approved Institution from the Senate and Council of The University of the West Indies, tertiary institutions in Commonwealth Caribbean countries must have previously obtained the stamp of recognition and accreditation from the legally constituted regional or national body vested with the authority to make such determination.

To be recognized as an Approved Institution by The University of the West Indies, a foreign tertiary (including higher education) Institution must be evaluated and accredited by an internationally recognized accreditation entity or satisfy one of the following:

- (i) Be listed as member/additional member institutions of the Association of Commonwealth Universities
- (ii) Be listed in the McLean's Guide of Canada
- (iii) Be listed in Peterson's Guide for the USA & Canada
- (iv) Fall within one of the categories from 'Competitive' to 'Most Competitive' as published in the Baron's Guide to US Universities.

"Child" is, unless the context otherwise requires, a person who has not attained the age of 18 years.

"Dependent Child" is:

- a) a child of a member of staff whether born in or out of wedlock;
- b) a child of a member of the household of the staff member and in respect of whom an adoption order has been made under any law relating to adoption;
- c) a child of either party to the marriage or co-habiting relationship if the child is an ordinary member of the household of the staff member and his/her spouse;

- d) a child who is over the age of 18 but who is undergoing educational or vocational training including apprenticeship, provided that such does not extend beyond the end of the academic year in which the child attains age 22;
- e) a person who is medically certified as having a mental or physical disability, rendering him/her dependent, regardless of age;
- f) any child in respect of whom the member of staff is under a legal duty to maintain.

Note: With regard to the remission of tuition fees for dependent children pursuing full-time academic studies funded by the Contributing Governments, the cut-off age shall be 25 years (Clause 68).

1. A child of a staff member and his/her spouse who has been adopted by another person or persons is **not** a dependent child.
2. A child of the staff member member and his/her spouse which child has married, is **not** a dependent child.

Duty Station” is the place from which a member of staff of the University normally executes the duties assigned to him /her by his/her Head of Department or other person duly authorized by the University.

“Professional Staff” means those members of staff designated by Council, other than the academic staff and senior administrative staff, whose core functions involve the application of a well defined body of technical knowledge, practices and skills in support of the teaching, scholastic, research, service, administrative and/or outreach activities, and/or the wider stated mission of the University.”

“Senior Administrative Staff” means those members of staff so designated by Council, whose core functions relate to the overall management of the University and/or that of its systems and/or component parts in support of the teaching, scholastic, research and/or the wider stated mission of the University.

“Spouse” is:

1. A person who is married to a member of staff,
2. (i) A woman who is living with a male member of staff, or  
(ii) A man who is living with a female member of staff

on a *bona fide* basis for a period of five years but is not legally married to the member of staff. And for these purposes period of cohabitation should be deemed to have continued during any interruption to cohabitation if the interruption was not due to a breakdown in the cohabiting relationship:

Provided that there can only be one spouse for the purposes of the Blue Book and where a member of staff is married, his or her spouse will be his wife or her husband.

“University business” means occasions when travel is authorized by the budget holder and the member of staff is representing the interests of the University, with the exception of travel under the study and travel grant or other activities related to personal development undertaken by the member of staff.

## SECTION II

### SALARY RULES

#### Basis of Calculation

1. The salary of a member of Staff is calculated on the basis of the date of the member of staff obtaining the minimum qualifications for the post and relevant experience. Normally only experience obtained after the qualifications is considered - one increment being awarded for each year of relevant experience - but the University will not be precluded from taking earlier experience into account. . A staff member's publication record and special competencies that are assessable may be taken into account.

#### **Assistant Lecturer (non-Medical) including Administrative, Research and School of Continuing Studies Staff in equivalent grades.**

2. (a) For the purpose of determining salary only, an Assistant Lecturer is deemed to be appointable at the minimum of the appropriate salary scale one (1) year after receiving an Honours degree or its equivalent or two (2) years after receiving a General Degree or its equivalent from an approved institution.
- (b) Every Assistant Lecturer shall remain in that grade whatever his or her salary for at least three years unless:
  - (i) he or she has had previous experience either in a teaching or research appointment in a University or in approved service which the Appointments Committee equates with the experience of an Assistant Lecturer; or
  - (ii) he or she holds a recognized Masters Degree from an approved University in which case he or she will normally be promoted to Lecturer after two (2) years' satisfactory service; or
  - (iii) he or she holds a recognized Doctorate degree from an approved University in which case he or she will normally be promoted to Lecturer after one year's satisfactory service; or
  - (iv) he or she has served in the University for at least one year and the Appointments Committee is persuaded that he or she has exceptional merit.

- (c) Full-time study for a postgraduate degree below the level of PhD is not considered as experience equivalent to that of an Assistant Lecturer.
- (d) In special instances and on the decision of Appointments Committee an Assistant Lecturer may receive salary at a special point in the Assistant Lecturer scale.

**Lecturers (Non-Medical) including Administrative and School of Continuing Studies Staff in equivalent grades.**

- 3. (a) A Lecturer appointed below the Merit Bar is deemed to be appointable at the minimum of the appropriate salary scale four (4) years after receiving an Honours Degree or its equivalent or five (5) years after receiving a General Degree or its equivalent.
- (b) A Lecturer appointed below the Merit Bar shall not receive salary above that Bar except on the decision of the Appointments Committee under the relevant Section of Ordinance No. 8.

**Professional Groups - Medical**

**Basic Medical Sciences Assistant Lecturers and Lecturers who are not medically qualified.**

- 4. The salary rules for Assistant Lecturers and Lecturers (Non-Medical) apply.

**Basic Medical Sciences Assistant Lecturers who are medically qualified.**

- 5. (a) For the purpose of determining salary only, an Assistant Lecturer is deemed to be appointable at the minimum of the appropriate scale one (1) year after receiving the first degree;
- (b) Every Assistant Lecturer shall remain in that grade whatever his or her salary for at least three (3) years unless:
  - (i) he or she has previous experience either in a teaching or research appointment in a University or in approved service which the Appointments Committee equates with the experience of an Assistant Lecturer; or
  - (ii) he or she has served in the University for at least one (1) year and the Appointments Committee is persuaded that he or she has exceptional merit.

## **Basic Medical Sciences Lecturers who are medically qualified.**

### **Lecturers**

6. (a) A Lecturer is deemed to be appointable at the minimum of the appropriate scale four (4) years after receiving a first Medical degree or equivalent degree.
- (b) A Lecturer shall not receive salary in excess of the Merit Bar salary unless he or she has served at least five (5) years in an approved University in the grade of Lecturer, (for this purpose years served as a Registrar in excess of three (3) years may be counted as service in the grade of Lecturer).
- (c) The Merit Bar shall apply in accordance with Ordinance No. 8.

Note: On appointment to a Basic Medical Sciences post, medical graduates who have successfully undertaken a Degree Course in Physiology, Anatomy, Microbiology, Pharmacology, Pathology or Biochemistry during the medical course will be credited with the year in which they took the additional course, the year to be assessed as relevant experience after graduation.

Additional credit in the form of extra increments may also be given for exceptional merit, e.g. having obtained specialist qualifications in minimum time for a PhD or MD, etc.

### **Assistant Lecturers - Clinical**

7. (a) For the purpose of determining salary only, an Assistant Lecturer is deemed to be appointable at the minimum of the appropriate scale one (1) year after receiving a first medical degree or equivalent degree.
- (b) Every Assistant Lecturer shall remain in that grade whatever his or her salary for at least three (3) years unless:
  - (i) he or she has had previous experience either in a teaching or research appointment in a University or in an approved service which the Appointments Committee equates with the experience of an Assistant Lecturer.
  - (ii) he or she has served in the University for at least one (1) year and the Appointments Committee is persuaded that he or she has exceptional merit.

### **Lecturers - Clinical**

8. (a) For the purpose of determining salary only, a Lecturer is deemed to be appointable at the minimum of the appropriate salary scale four (4) years after receiving a first Medical degree or equivalent degree.
- (b) A Lecturer shall not receive salary in excess of the Merit Bar salary unless he or she has served in an approved University in the grade of Lecturer for at least five (5) years. (For this purpose years served as a Registrar in excess of three (3) years may be counted as service in the grade of Lecturer.)
- (c) The Merit Bar shall apply in accordance with Ordinance No. 8.

Note: On appointment to a clinical or pre-clinical post, medical post-graduates who have successfully undertaken a Degree Course in Physiology, Anatomy, Biochemistry, Microbiology, Pharmacology or Pathology during the medical course shall be credited with the year in which they took the additional course, the year to be assessed as relevant experience after graduation. Additional credit in the form of extra increments may also be given for exceptional merit, e.g. having obtained specialist qualifications in the minimum time or for a PhD, MD etc.

### **Professional Groups (Non-Medical)**

#### **\*Assistant Lecturers in Engineering**

9. For the purpose of determining salary only, an Engineer appointed as Assistant Lecturer is considered entitled to salary in the scale for Assistant Lecturer (non-medical) as follows:
  - (a) on graduation with a first degree in Engineering to salary one increment above the minimum in the scale;
  - (b) one year after graduation, to a salary two increments above the minimum in the scale; and
  - (c) two years after graduation, to the special point for Assistant Lecturer (non-medical).

\*See note after Clause 8c

### **Lecturers in Engineering**

10. (a) In order to be considered eligible for appointment as a Lecturer, an Engineer should have obtained qualifications and experience, which make him or her eligible for the status of a professional Engineer. For this purpose at least three (3) years of professional practice are normally required but the period may be reduced for persons holding a higher degree in Engineering. A person holding a PhD in Engineering is eligible for appointment as Lecturer.
- (b) For the purpose of determining salary only, an Engineer appointed as Lecturer is considered entitled:
  - (i) on graduation with a first degree in Engineering to the minimum salary of the scale for Lecturers (non-medical).
  - (ii) to additional increments in respect of years of experience in teaching, research and professional practice in Engineering.
- (c) The Merit Bar shall apply in accordance with Ordinance No. 8.

### **\*Lecturers in Law**

11. (a) For the purpose of determining salary only, a person holding a Higher Law Degree or a professional legal qualification shall be deemed to have been appointed a Lecturer on August 1 in the year of his or her graduation with his or her first Law Degree.
- (b) The Merit Bar shall apply in accordance with Ordinance No. 8.

### **\*Lecturers in Management Studies**

12. (a) For the purpose of determining salary only, a person appointed as Lecturer shall be considered entitled to the salary at the bottom of the scale on obtaining the M.B.A. or equivalent qualification and to additional increments in respect of years of relevant practical teaching or research experience.
- (b) A person holding the MBA appointed as an Assistant Lecturer shall be eligible for salary as in (a) above and for promotion to a lectureship at the end of one year.

- (c) The Merit Bar shall apply in accordance with Ordinance No. 8.

**\*Lecturers in Accounting**

- 13. (a) Persons with academic degrees and Professional Accounting qualifications shall be considered for:
  - (i) lectureship on appointment.
  - (ii) four increments more than they would have received in the non-medical scale and in such cases permission shall be granted by Appointments Committee for them to be paid above the top of the Lecturer's scale, if necessary.

\*see note after Clause 8c.

- (b) Persons holding the MSc degree in Accounting (UWI) shall be assessed in accordance with the rules set out above for persons with MBA degrees.
- (c) The Merit Bar shall apply in accordance with Ordinance No. 8.

\*Note: Market factors may require that the rules for determining salaries in certain disciplines be reviewed periodically. This shall be done on each campus by a joint Committee of the Administration and the relevant WIGUT, which shall be required to meet at least once per year.

**Senior Lecturers**

On first appointment

- 14. (a) Persons deemed by the Appointments Committee to be appointable to the University at the level of Senior Lecturer are paid salary in that scale commensurate with their qualifications and experience. The salary point in the Senior Lecturer's scale is to be determined by an assessment which applies the salary rules for Lecturers as set out in the Blue Book and takes the appointee through the Lecturer's scale into the Senior Lecturer's scale.
- (b) A staff member would normally be appointed above the Merit Bar, only on the approval of Appointments Committee. The Committee would normally be satisfied that:

- (i) the appointee at his or her previous institution has reached a corresponding level of seniority and /or
- (ii) the appointee has met the applicable criteria set out in clause 17(d) of Ordinance 8 and would have been a good candidate for promotion above the bar, had he or she been a member of the University.

On promotion

- (c) In determining salary on promotion
  - (i) salary at the next incremental date is used, since the staff member, had he or she remained at Lecturer level, would normally have been awarded an increment on the same date (ie..beginning of the next academic year) on which his or her promotion would take effect;
  - (ii) The staff member is placed at the point in the Senior Lecturer's scale which is closest to, but higher than his or her current salary, provided that this represents the equivalent of a full increment in the Lecturer's scale. If this increase does not represent a full increment, the staff member is placed at the next point in the Senior Lecturer's scale.

**Professors**

15. (a) Professors shall normally be appointed at the bottom of the salary range for this staff category.
- (b) Where the appointee is already a member of the University's staff, and is at a salary level which overlaps with the professorial salary range, he or she shall be appointed at the point in the salary range equivalent to one biennial increment above his or her current salary.
- (c) Where new appointees have been for some time at the professorial level in another institution, the Vice Chancellor shall take into consideration the experience and academic status of the appointee and shall determine the point within the salary range at which the Professor shall be appointed.

**Professional Library Staff**

**Senior Library Assistants**

16. (a) Graduates in librarianship and other disciplines are eligible for appointment as Senior Library Assistants.

**(b) Salary Rules on appointment are as follows:**

- (i) with degree in Librarianship - bottom of scale
- (ii) with Honours Degree in Librarianship - bottom of scale plus two increments
- (iii) increments above starting point are awarded for the relevant experience
- (iv) normally only relevant experience obtained after basic qualification is taken into consideration in determining salary for appointment but the University is not precluded from taking into account experience gained before qualification.

**Note:**

- (a) The Senior Library Assistant rates as a professional Librarian but is not eligible for promotion to the grade of Librarian 1 unless this person possesses the minimum qualifications for the Librarian 1 grade. The University is under no obligation to offer the further training required to achieve this additional qualification.
- (b) Where a Senior Library Assistant had attained the agreed minimum qualification and had therefore become eligible for promotion to the grade of Librarian 1, a recommendation should be submitted by the Campus Librarian, through the Library Assessing Committee, for consideration by the relevant Appointments Committee, referring to the provisions in the Blue Book.
- (c) The Library Assessing Committee and all members of staff in the Libraries on the three Campuses should be advised of the procedural change relating to this Regulation.

**Librarian 1**

- 17. (a) The title of "Librarian 1" is given to those persons holding the academic qualifications for appointment as Librarian 11 but not having the required post-qualification experience. The salary scale is that of Assistant Lecturer.
- (b) Appointment at the bottom of the scale will be normal for a person having the academic qualifications, and increments will be awarded for relevant experience gained after that. However, increments can also be awarded for relevant

experience obtained after a degree or the Librarianship qualification, but before both were obtained, but normally such experience will not carry the same weight.

- (c) Promotion to Librarian 11 shall be as for Assistant Lecturer to Lecturer, and evidence of professional competence and ability will be expected.
- (d) Assistant Librarians who had on appointment been given incremental credit for library experience gained prior to obtaining the degree and professional qualification should not be required to serve the full three years before promotion to Librarian 11. In such cases, promotion to Librarian 11 should be possible not less than one year after appointment at the lower level.

### **Librarian 11**

- 18. (a) The qualifications for appointment as Librarian I1 at the minimum of the Lecturer scale are:
  - (i) A University degree;
  - (ii) Relevant professional qualification, e.g. ALA, Dip. Lib., MLS, BLS;
  - (iii) 3 years post-qualification professional experience or its equivalent.

Note: (a) The qualification of FLA will be accepted in place of (i) and (ii) above and, in general, it would be expected that a person holding this qualification would also satisfy the requirements in (iii).

- (b) Increments above the starting point are awarded for relevant library experience.

### **Foreign Assistants and Foreign Language Instructors.**

- 19. Contracts and conditions of service for Foreign Assistants and Foreign Language Instructors vary from campus to campus. The rules for their appointment are:

#### **Foreign Assistants**

- (a) The duration of contracts of Foreign Assistants and Foreign Language Instructors shall be for two years normally. These contracts may be extended for one year at a time subject to prior approval by the Campus Appointments Committee.

- (b) Foreign Assistants shall preferably be native speakers or have the proficiency of a native speaker and shall hold the equivalent of the BA degree; or at the very least shall be graduates of a teacher training college or hold a university qualification consequent upon at least two years of university study (e.g. DEUG).
- (c) Foreign Assistants shall be placed in the appropriate salary range in accordance with the extent of their experience and special preferred qualifications.

#### **Foreign Language Instructors**

- (d) Persons who are native speakers of a language and hold a University degree which includes Linguistics or Applied Linguistics with reference to teaching a foreign language may be appointed at the level of Foreign Language Instructor at a salary to be determined by each campus but not above that of an Assistant Lecturer.

#### **Teaching Assistants (Medical and Non-Medical including Graduate Assistants in Engineering)**

- 20. (a) Teaching Assistants are paid in a salary range, the actual salary to be fixed by the Vice-Chancellor or Campus Principal in consultation with the Head of Department.
- (b) Save in exceptional circumstances passages shall not be paid to Teaching Assistants.
- (c) For allowances and other benefits see relevant appendices

#### **Appointment of staff at the Junior Academic Level**

- 21. In the appointment of temporary staff at the Junior Academic Level, (e.g. temporary staff below Assistant Lecturer level) the following distinctions shall be observed:
  - (a) Where the appointee is carrying a partial teaching load and is being encouraged to undertake postgraduate work with a view to permanent appointment, the appointment should be made at the level of Teaching Assistant.
  - (b) Where a full load of teaching is involved and the appointee is suitable for appointment to the permanent post eventually, the appointment should be made at the level of Assistant Lecturer.

## Part-Time Staff

### 22. Procedure for appointment

- (a) Recommendations for the appointment of part-time Lecturers should be submitted by Heads of Departments on the appropriate forms, with full curriculum vitae attached, to the Dean well in advance of the time of appointment.

Fees for Part-time Lecturing

- (b) Lecturers will be paid in accordance with the classification given below at the rates determined annually by the Campus' Finance & General Purposes Committee

Regular Part-time Teaching

Category A - Professorial Level

Category B - Senior Lecturer Level

Category C - Level of Lecturer

Category D - Assistant Lecturer Level

Category E - Tutor level

Category F - Demonstrator level

### Duties

- (c) The duties of part-time lecturers may include all teaching and examining duties.

In determining hours worked Heads of Departments may take into account reasonable periods of activity associated with actual lecture time.

### Rates of Pay

- (d) For the purpose of payment, in certain circumstances, and at the request of the Head of Department, the category in which a part-time employee is placed, will be determined through consultation between the Head of Department and the Dean and will be subject to the approval of the Campus Principal.

The decision shall be based on the following criteria:

- (i) Standing of academic qualification and length of time held.
- (ii) Professional qualifications (as related to the subject which the part-time Lecturers teach).

## SECTION III

### SUPERANNUATION

#### Federated Superannuation System for Universities (FSSU)

23. Members of academic staff, senior administrative staff and professional staff are required to join the Federated Superannuation System for Universities (FSSU) of which the University is a participating institution. Membership in the FSSU is compulsory for each member of staff according to the contractual terms of his or her appointment.\*\* This is a money purchase pension scheme whereby the employer contributes an amount equal to 10% of the member's basic salary and the member contributes a compulsory 5% of his or her basic salary. Additional voluntary contributions (AVCs) may be made by the member, in amounts not to exceed 5% of basic salary. Members' compulsory contributions and AVCs are payable by salary deduction and cease at retirement or earlier cessation of service by termination or death, subject to the facility for a member to choose to start, stop or restart his or her AVCs after giving appropriate notice.

\*\*Note: Membership of the FSSU is compulsory for the members of staff on full-time contracts of employment in excess of two years. The following members of staff are **not** entitled to membership of the FSSU:

- i) staff on full-time fixed-term contracts of employment for two years;
- ii) staff on full-time successive fixed term contracts for one or two years;
- iii) staff beyond retiring age or on secondment from Governments;
- iv) staff in posts not funded by the University / Campus Grants Committees, except in cases where funds are specifically provided for this purpose by the funding agency.

For details of the FSSU and definitions of "member of staff" and "membership", see the Rules and Administrative Handbook.

The member may select the investment vehicles for his or her own contributions (compulsory and AVCs) and the employer's contributions on his or her behalf from among the investment fund options made available for the FSSU contributions (Investment Funds). These investment fund options are defined in the FSSU Member's Scheme Booklet.

#### Investments Prior to April 1, 1998

24. (a) In the case of members who joined before April 1, 1998, the Joint Basic Contributions of 15% of salary (5% by member and 10% by employer) were applied as premiums under individual Endowment Assurance Policies or Deferred Annuity Policies on the member's life and placed with selected UK Life Insurance Companies from the Panel Offices for the FSSU (FSSU Policies).
- (b) At retirement of the member, the proceeds of the Endowment Assurance Policies are available to provide pensions according to annuity options offered by the respective Life Insurance Company with which the policies were placed. Similarly, the Deferred Annuity Policies provide annuities on a member's life with the facility of making other provisions with a joint annuitant or a reversionary life. The FSSU Scheme Rules also permit the University, in its discretion and subject to the Scheme's Rules, to apply the proceeds of the policies for the retiring member's benefit by other means.
- (c) Salary increases gave rise to additional Joint Basic contributions which were applied as premiums for additional FSSU Policies. Effective from 1985, the policy choice was restricted to With Profit Endowment Assurances issued by the Equitable Life Assurance Society. The FSSU Grey Book Parts I and II set out the details of the Endowment Assurance / Deferred Annuity Options. Effective from April 1, 1998, such additional contributions are governed by Clause 25 below.

#### Investments from April 1, 1998 to October 31, 2001

25. (a) In 1998, four pension investment funds managed by the Guernsey Branch Office of Equitable Life (Equitable Investment Funds) were added to the FSSU policy options. Members in service on October 1, 1998 were given the option of surrendering their existing FSSU Policies and transferring the proceeds to one or more of these Equitable Investment Funds. Members whose employment began in the period from October 1, 1998 to October 31, 2001 did not have the option of Deferred Annuity / Endowment Assurance Policies but had to choose from the four Equitable Investment Funds.
- (b) The total value of the member's accounts in the Equitable Investment Funds (derived from the Joint Basic Contributions together with investment earnings thereon) will be available to provide the pension at retirement.

- (c) On the death of a member before retirement, or on termination of service before retirement age as the case may be, the benefit payable shall be the total value of the member's accounts in the Equitable Investment Funds (derived from the Joint Basic Contributions together with investment earnings thereon).
- (d) For those members who maintained any of their FSSU Policies, the proceeds of those policies would also be available to provide the pension at retirement or the benefit on earlier death or termination. The FSSU Scheme Rules also permit the University, in its discretion and subject to the Scheme's Rules, to apply the proceeds of the policies for the retiring member's benefit by other means.

Note: For details of the investment options see New FSSU Pension Fund Options - Member's Explanatory Handbook.

Investments from November 1, 2001

- 26. (a) Starting from November 1, 2001, employer and member contributions were no longer invested in the Equitable Investment Funds. A different set of pension investment fund options from selected fund managers (Investment Funds) were added for ongoing FSSU contributions as well as for transfers of members' accounts from the Equitable Investment Funds and/or for surrenders of members' FSSU Policies. The selection is done by the member.
- (b) The total value of the member's accounts in the Investment Funds, the Equitable Investment Funds and the proceeds of the FSSU Policies will be available to provide the pension at retirement or the benefits payable on the death of the member or on termination of service before retirement age. The FSSU Scheme Rules also permit the University, in its discretion and subject to the Scheme's Rules, to apply the proceeds of the policies for the retiring member's benefit by other means.
- (c) Also available to members is an investment option or options comprising in each instance of a number of the selected funds, designed to provide an orderly investment programme that changes the mix of the member's pension investments within those Investment Funds as the member approaches retirement. If the member does not specifically select a pension investment fund option, by default, according to the Rules and Member's Handbook, the designated Lifestyle Investment Option (Default Investment Option) will be selected.

Note: For details of the FSSU and pension Investment Fund options, see the Member's Explanatory Handbook.

Superannuation Supplementation Scheme (hereinafter referred to as "Supplementation")

27. In addition to the FSSU, the University operates a supplementation scheme to give retired members of staff an assured income of a certain amount by way of pension.
- (a) Subject to Clause 27(b) and 27(c) below, Supplementation applies to any member of the academic staff, senior administrative staff and professional staff appointed prior to August 1, 2005 who retires from employment by the University, who immediately before retirement was a member of the FSSU, and whose pension as defined in Clause 29 is less than his or her Appropriate Rate as laid down in Clauses 30 and 31. The scheme does not apply to members of staff appointed on contract for a fixed term of years.
  - (b) To be eligible for benefits under Supplementation a member of staff must have been a member of the FSSU for at least ten years immediately prior to retirement.
  - (c) No member of staff shall be eligible for benefits under the Supplementation Scheme unless a Lifestyle Investment Option has been selected for all of the member's Equitable Investment Funds and Investment Funds for the period from 31st. December, 2006, until retirement.
28. (a) The Supplementation pension will be an annual sum, payable in the same currency as the member's salary, and payable in half-yearly, quarterly or monthly installments in arrears from the date of his or her retirement. The University, in its discretion, may disburse the supplementation payment to the retiring member by other means.
- (b) A Supplementation pension benefit is only payable to the extent that the retired member's pension that can be provided by the total value at retirement of the FSSU Policies, Equitable Investment Funds and Investment Funds (excluding from this total the value derived from all of his or her AVCs) is less than his or her Appropriate Rate as defined in Clauses 30 and 31.
29. In calculating the Supplementation pension, the expression a retired member's "pension" means the single life annuity on his or her life which can be purchased on the open market from qualified life insurance companies with the capital receivable on retirement from the sum of the member's FSSU Policies, Equitable Investment Funds and Investment Funds (excluding from this sum the value derived from all of his or her AVCs) using the best annuity conversion rate/purchase price; provided that:
- (a) there shall be excluded from such capital sum contributions made in respect of service which is not University Service as defined in clause 32 below; and

- (b) all benefits received under FSSU (excluding AVCs) are brought into account; and that
  - (c) where a member to whom Supplementation is applied has received, in respect of a period of University Service as defined in Clause 32, benefit from a pension or superannuation scheme in connection with University Service other than FSSU, account shall be taken of such benefit in arriving at the amount of his or her pension in the same manner so far as possible as that in which account is taken of benefits receivable under FSSU.
  - (d) where a member to whom Supplementation is applied has received, in respect of a period of service outside the University, benefit from a pension or superannuation scheme other than FSSU, account shall be taken of such benefit in arriving at the amount of his or her pension in the same manner so far as possible as that in which account is taken of benefits receivable under FSSU.
30. For members appointed prior to 1st August, 2005, the Appropriate Rate of pension of any staff member will depend upon the grading of the post held by the staff member, the staff member's final salary and the period of the staff member's University Service. For a staff member who has given 35 years or more of University Service, the Appropriate Rate will be the amount shown opposite to the member's grading in the second column of the table in Clause 31 below. For each year up to ten by which the staff member's period of University Service is less than 35 years, the Appropriate Rate shall be reduced by J\$20, TT\$48, BD\$48 or EC\$48, as the case may be. For each year by which the staff member's period of University Service is less than 25 years, the Appropriate Rate shall be reduced by the further sum shown opposite to the staff member's grading in the fourth column of the table in Clause 31 below.

31. Appropriate Rate for Members Appointed Prior to 1st August, 2005:

Grading	Appropriate rate for 35 or more years (single annuity payable)	Annual deduction for each of the first 10 years by which service is less than 35 Years.	Annual deduction for each year by which service is less than 25 years.
Professorial Rank	2/3rds of final salary prior to retirement	J\$20 TT\$48 BD\$48 EC\$48	J\$60 TT\$144 BD\$144 EC\$144
Senior Lecturer Rank	Same as above	J\$20 TT\$48 BD\$48 EC\$48	J\$50 TT\$120 BD\$120 EC\$120
Lecturer Rank	Same as above	J\$20 TT\$48 BD\$48 EC\$48	J\$40 TT\$96 BD\$96 EC\$96

NOTE: If the post last held by a member to whom Supplementation applies carries a title not shown in the first column of the above scale, the member's grading shall be decided by the University.

32. In Supplementation:

- (a) For the purpose of Clauses 27, 29, 30 and 31, the expression "University Service" means full-time service with a university or university college recognised by the Council of the University of the West Indies or such other pensionable service as may be recognized by the Council of the University of the West Indies.
- (b) For the purpose of Clauses 30 and 31, the "salary" which shall be taken into account includes only that amount of annual basic compensation which has been subject to member and employer contributions under FSSU; and for the purpose of Clauses 30 and 31, "final salary" includes only the amount of "salary" paid to the member during the 12- month period prior to retirement.
- (c) For the purposes of Clause 30, periods of University service of six or more months, but less than a year, should be treated as a year, while periods of service of less than six months should be disregarded.

- (d) For the purposes of Clause 29, the “best annuity conversion rate/purchase price” shall be the highest single life annuity per unit of purchase price, according to the age and sex of the member, from quotations received from a minimum of three qualified life insurance companies; and for the purposes of Clause 29 and this Clause, “qualified life insurance companies” shall mean life insurance companies as accepted by the University which are in full compliance with all of the financial and other requirements of the relevant regulatory authorities.
- (e) For the purposes of Supplementation, “retirement age” shall be that retiring age for the member of staff applicable under the provisions of the Statutes, Ordinances and Rules of the University.
- (f) For the purposes of Supplementation, “retire / retirement” shall be that date, subject to the retirement provisions under the Statutes, Ordinances and Rules, that the member retires following the attainment of his or her retirement age.

33. A joint annuity or a reversionary annuity for the benefit of a member and a named dependent is also allowable under Supplementation. The corresponding annuity / annuities under this allocation varies / vary according to the respective ages and sex of the joint annuitants and the annuity conversion rates quoted by qualified life insurance companies, but would be the actuarial equivalent of the single life pension to which the member would be entitled had he or she not made the allocation to his or her joint annuitant/dependent.

#### **RETIRING AGE (STATUTE 36)**

- 34. (i) Subject to the terms of any contract or their terms of employment, all members of the Academic Staff, Senior Administrative Staff and Professional Staff of the University shall retire from office on the thirty first day of July following the date on which they attain the age of sixty-five years or such other age as may from time to time be prescribed by the Ordinances.
- (ii) For persons appointed after May 31, 1983, the retiring age is 65, but for staff appointed before that date the retiring age is 60, except for those persons who have already indicated or in due course, in accordance with the provisions of Ordinance No. 22 indicate that they wish to opt for retiring age of 65. Clause 2 of that

Ordinance provides that not later than the academic year in which the staff member reaches the age of 58, the staff member must opt whether he or she wishes to retire at age 65 years.

- (iii) Staff who could have retired at age 60, notwithstanding an earlier declaration of intent to retire at 65, may be allowed to retire at any time after the age of 60, after giving the prescribed notice. The prescribed notice period shall be one complete teaching semester for the teaching staff and six months for the non-teaching staff.

**Note:** The provisions of Statute 36 (see 34(i)), which state that “Subject to the terms of any contract or the terms of employment all members of staff shall retire from office on the 31st day of July following the date on which they attain the age of sixty-five years... .” preserve any contractual rights, including the date of retirement in the staff member’s initial contract. (See minute 215 of University Appointments Committee of June 30, 1993 which confirms this position.) This means that staff members will have different dates of retirement, depending on the date stated in their initial contract. The dates of retirement are as follows:

- (i) Staff appointed before or up to May 31, 1983, that is, prior to June 1, 1983

The retirement age is 60, but such persons have the option to retire at age 65, as indicated at sub-clause (ii) above. They retire from office on the thirtieth day of September following the date on which they attain retiring age, whether they will be retiring at age 60 or 65.

- (ii) Staff appointed after May 31, 1983, that is, from June 1, 1983

The retirement age is 65. The retirement dates shall be determined as follows:

- (a) **Thirtieth day of September following the date on which they attain retiring age**, will be the retirement date for persons appointed between June 1, 1983 to August 31, 1993.
- (b) **Thirty-first day of August following the date on which they attain retiring age**, will be the retirement date for persons appointed between September 1, 1993 to July 31, 1998.

- (c) **Thirty-first day of July** following the date on which they attain retiring age, will be the retirement date for persons appointed from **August 1, 1998**, that is **after July 31, 1998**.

The **year of retirement** is dictated by the **birth date**.

- (a) If the birth date **comes before** the applicable retirement date (31 July, 31 August or 30 September) above then persons will retire **in the year** of their retiring birthday.
- (b) If the birth date **comes after** their applicable retirement date (31 July, 31 August or 30 September) above then the persons will retire in the **year following** their retiring birthday.

## SECTION IV

### WORK OUTSIDE THE UNIVERSITY

#### Work within the scope of the profession of the member of staff

35. Full-time members of staff may in the circumstances given below undertake work which is within the scope of their profession for persons or bodies outside the University. Fees or other remuneration may be received for such work but permission to undertake the work must be obtained in advance, as required in the following paragraphs.

#### Published Work, Writings, Broadcasts, Examining, Extra-Mural Lectures, Special Lectures

36. (a) Permission to undertake work of this nature need not be obtained, provided the Head of Department or Vice-Chancellor or Campus Principal, in the case of a Head of Department, remains satisfied that the performance of the University duties expected of the member of staff is not thereby adversely affected.
- (b) The member of staff is entitled to receive and keep any remuneration payable for such work, provided that, where any publication has been assisted by a grant from the University, the refund of such grant is to be considered as a first charge on any fees or royalties received, and provided an appropriate payment is made to the relevant departmental account for the use of University facilities, services, equipment and materials.

#### Regular Teaching Commitment

37. (a) A member of staff who wishes to undertake regular teaching commitments outside the University must apply to the Vice Chancellor or Campus Principal through his Head of Department. Permission will be granted only if assurance is given and accepted that the work of the Department concerned will not be unduly affected.
- (b) Any remuneration for such approved work may be retained by the member of staff concerned.

- (c) A member of staff may not accept payment for any extra tuition given to students of the University.

## **WORK INSIDE THE UNIVERSITY**

### **Teaching by Senior Administrative Staff and Professional Staff**

- 38. Senior Administrative Staff and Professional Staff (SA&P Staff) who have been requested by a Head of Department may engage in formal teaching under the following conditions:
  - (i) Permission must be sought and obtained from the employee's own Head of Department.
  - (ii) Where teaching takes place during his/her normal work day / work hours, he/she shall ensure that the time is worked back and duties not attended to during his/her teaching assignment are attended to within a reasonable time after such teaching has been completed.
  - (iii) Except in extenuating circumstances, a member of the SA&P Staff will not normally be allowed to teach more than one (1) course during work hours per semester.
  - (iv) SA&P Staff are allowed to receive compensation from the Department in which teaching is done at the rates paid to part-time staff.

## **CONSULTANCY RULES**

- 39. The consultancy rules are as follows:

### Definition of Consulting

- (a) For the purposes of these regulations, consulting by a staff member shall include all activities that are conducted on behalf of persons or bodies outside the University that fall into the area of competence related to the staff member's regular academic duties in the University, and that are not part of grants or agreements between the University and outside persons or bodies.

### Substantial Consulting

- (b) For the purposes of these regulations, the term 'substantial consulting' refers to consulting that is so extensive as to suggest the possibility of interference with the performance of the staff member's normal academic duties. Without limiting the above, consulting activities in excess of one day a week shall be considered as substantial.

- (c) It is the responsibility of staff members to initiate discussions with their Deans as to whether their consulting activities are substantial.
- (d) Staff members are required to inform their Heads/Deans in writing of any consultancy which they intend to undertake, its duration and their arrangements to ensure that their University work obligations are dutifully and diligently carried out. Staff members shall not compete, in their personal capacity, with the University for consultancies. Staff shall not undertake substantial consulting without the written approval of their Head of Department or Deans. In cases where the Head of Department or Dean so requests, for professional reasons, the approving authority may be the Campus Principal. The relationship of the work proposed to the staff member's area of specialisation, and to their academic duties, shall be important considerations in the approval process.

#### Leave of absence

- 40. If consulting involves repeated absences from the University for sustained periods of time so as to interfere with the performance of the staff member's academic duties, the staff member shall be expected to apply for a leave of absence, a reduced work load or part time appointment.

#### Use of University facilities

- 41. Staff members shall obtain prior approval of any consulting commitment that will involve more than an inconsequential use of university facilities, supplies and other services, including those rendered by the support staff, without making appropriate financial arrangements in advance.

#### Payment into Departmental account

- 42. (a) Members of staff shall pay by August 1st of each year, not less than 15% of the net earnings made in the previous twelve months, together with an appropriate payment, where applicable, to the fund or relevant departmental account for the use of the Faculty's/Department's equipment, materials and services.
- (b) A member of staff is free to make additional contributions to the Fund on a voluntary basis. The cost of administering the Fund shall be borne by the Fund.

#### Disbursements from the Fund

43. Every full-time member of the Faculty may apply for a disbursement from the Consultation Fund, whether or not that member of staff has made any contribution to the Fund. Members of staff will be allowed to withdraw sums from the Fund in accordance with the approved Faculty rules.
44. Normally the Funds are used for the following purposes; -
  - (a) Travelling to conferences and other research activities;
  - (b) payment for journals of learned societies, provided that such journals become the property of the University;
  - (c) payment of membership fees to professional societies, provided that the particular membership is in the best interest of the Department;
  - (d) reasonable travel in connection with consultations;
  - (e) professional insurance for members of the University staff;
  - (f) honoraria for special services in connection with research.

#### Reporting obligations

45.
  - (a) Staff members shall report annually on their consulting activities. Such reports shall set forth the time spent, the distribution of the consulting activities through the year, the nature of the work, the allocation of time between the public and private sectors, and the identity of the clients. However, the names of clients or sponsors in situations where established professional secrecy or discretion normally prevail, will not be reported.
  - (b) The reports shall also include other information such as details on frequent travel, ethical issues and periods of intense activity which may have affected the staff member's academic duties, which may be relevant to an evaluation as to whether the consulting has been of overall benefit to the University. In addition, the individual Faculties may, by resolution of Faculty Boards, require additional information.
  - (c) The Dean/Head of the Unit should be responsible for monitoring these reports and for reporting to F&GPC on consultancies undertaken by members of the staff.
  - (d) The report submitted by the staff members shall be summarised in suitable form in the Annual Reports of Departments or Faculties. If the staff members wish to include information on their consulting activities in their dossiers for consideration of tenure or promotion, the full reports submitted to the Deans shall be made available.

Further guidelines

46. (a) When consulting, staff members shall not purport to represent the University unless expressly authorised to do so by their Deans.
- (b) Staff members shall not use university stationery for consulting purposes without the written approval of their Deans.
- (c) Except for occasional lectures, seminars or scholarly presentations, staff members shall not teach at other institutions without the prior written approval of their Deans.
- (d) Notwithstanding the definition of consulting in clause 38(a), the present regulations shall be applicable in matters of copyright. Where members of the academic staff spend a substantial amount of time on activities related to the preparation of copyright items such as books, records, films or software items, not directly related to the performance of their academic duties, they are expected to make full disclosure of these activities to their Head of Departments. A 'substantial amount of time' shall be determined by the definition of 'substantial consulting'.
- (e) Consulting and other clinical activities undertaken by full-time members of the Faculty of Medical Sciences shall be governed by the regulations and procedures of the Faculty of Medical Sciences and its teaching hospital. Special arrangements for consulting may be made for other professional Faculties with the approval of Council.

**WORK IN THE NATURE OF PUBLIC SERVICE**

**Introduction**

47. (a) The University recognizes the right of each member of staff to participate in the political life of the country in which he or she is living, and to be able to run for and/or hold public office with or without political affiliation.
- (b) However, the University considers it necessary to set out for the guidance of the members of academic staff the conditions under which it is prepared to entertain applications for the holding of certain categories of general public service, particularly relating to permission in cases involving rather heavy external duties or for campaigning for political public service, and in cases involving full time political public service.

## **General Public Office**

### **Service on Statutory Boards, National Corporations, etc.**

#### 48. (a) **Membership**

This type of service may be undertaken on those conditions laid down for Consultancy (See 39-46 above and 50 below).

#### (b) **Chairmanships**

The duties of the Chairman could vary considerably, especially in the amount of work involved and in emoluments. Application for permission must always be made, whether the office is remunerated or not. Each application would be considered on its own merit by reference to the conditions laid down for Consultancy (see 39-46 above and 50 below).

### **Advisory Services to Government and Government Bodies**

49. This type of service may be undertaken on those conditions laid down for Consultancy (See 39-46 above and 50 below).

### **Responsibility for Final Decisions**

50. The responsibility for administering these rules especially in respect of 47 (b) above, rests with the Vice Chancellor or Campus Principal, who may bring cases to Finance and General Purposes Committee in relation to emoluments. Where there is any question of the workload, or of a likely increase in that work-load or of the emoluments involved and disposition thereof, the Vice Chancellor or Campus Principal will, prior to giving permission, normally:

- (a) consult with the Head of Department and Dean of the Faculty concerned on the workload and possibilities of increase;
- (b) consult with Finance and General Purposes Committee on the matter of emoluments and disposition thereof;
- (c) require reports, conditional on the application being granted, at intervals of from three to twelve months at his or her discretion on the matters of workload and emoluments;
- (d) dependent on the results in (c) and after consulting with the groups under (a) and (b) as necessary, review periodically permission in respect of the holding of posts and for emoluments thereof.

## **\*POLITICAL PUBLIC OFFICE**

### **Non-elected Office**

51. (a) Part-time service (as a member of Senate in a Government; as a member of an official delegation of a Government either as its advisor to an official member of such a delegation or as a representative member of the Government on such an official delegation etc.)

Each case will be considered on its own merit under the rules relating to work outside of the University. Should full-time leave for a period not exceeding one calendar month be required by the staff member, the Vice Chancellor or the Campus Principal, after due consultation with the Head of Department, where applicable, may with or without consultation with the appropriate Campus Finance and General Purposes Committee, grant permission to serve. Where full-time leave for a period exceeding one calendar month is required by the staff member, consideration should first be given as stated under clause 55 below.

- (b) Full-time non-parliamentary (as a Governor, Ambassador, High Commissioner or other Government representative overseas etc.)

At the request of the Government concerned leave without pay may be granted for up to one year. Six months' notice of resignation is required if the post is to be held beyond one year.

\*This is presently being studied by an *ad hoc* Sub-Committee of Council

- (c) Full-time service (as a non-elected Minister, Parliamentary Secretary etc)

Prior to accepting a full-time appointment to such a post, the member of staff will be required to resign his or her post with the University. There will be entitlement to pay in lieu of any leave earned through service with the University up to the date of assuming office.

### **Elected Office**

52. (a) Non-Parliamentary, part-time (as a member of a local Government authority etc.) Such service will be treated in a similar manner to service on a statutory board (see above clauses 47-49).
- (b) Non-Parliamentary, full-time (as a Mayor, as a Chairman of a local Government authority etc).

The extent of 'full-time' duties may vary widely between categories and between countries. Each application will therefore be considered on its own merit in relation to period

of service (and quantum of leave involved), and emoluments - usually by reference to Finance and General Purposes Committee (or to Campus Finance and General Purposes Committee).

(c) Parliamentary

Prior to taking up appointment to such office, a member of staff will be required to resign his or her post with the University and will be entitled to pay in lieu of any leave earned in accordance with the existing rule for such pay on termination of contracts.

**Political Campaigning**

53. (a) Organizer or Assistant Organizer, etc. (that is, of a political campaign, but not necessarily running for political office).

A member of staff may be granted a period of paid leave, not exceeding one month. Such leave will be deducted from any paid leave to which the member of staff may be entitled at any time.

- (b) Appearance on political platforms (i.e. representing a political party).

This falls within ordinary political activity, not affecting the duties of the staff member to the University. But the attention of all members of staff is drawn to the **Statement of Principles / Code of Ethics of 1997** which is an annex of Ordinance 8.

- (c) Leave for Campaigning for Elected Office

Paid leave will be granted on application on the basis of up to two weeks for 51 (a) or (b); and of up to four weeks for 51 (c), such leave to be deductible from, or to include any paid leave to which the member of staff might be entitled at the time of application.

**Acceptance of political public office while holding certain University posts.**

54. The above rules apply to all categories.

The following will neither seek nor hold any public office:

- (a) The Vice-Chancellor, Pro-Vice-Chancellors or Campus Principals.

- (b) The University Registrar, Campus Registrars,
- (c) The University Bursar, Campus Bursars,
- (d) Deans of Faculties.
- (e) Senior Administrative Staff and Professional Staff.

**Secondment in excess of one month to Government Civil Service or to other Service (see also clauses 51-52 above)**

As Technical Officer, as full-time advisor to a Government Department or to a Minister of a Government, etc.

55. (a) Applications under this heading will usually be considered by the University only if made by the governmental or other agency concerned, along with an indication from the member of staff concerned that he or she is willing to be considered for the particular assignment.
- (b) Each application will be considered on its own merit either by the appropriate Appointments Committee or by the Vice-Chancellor or Campus Principal acting in cases of urgency and reporting to the appropriate Appointments Committee thereon.
- (c) Leave for such purposes shall not exceed two academic years. If the duties involved entail a period longer than that, the member of staff shall be expected to resign his position with the University.
- (d) Financial Provision
- Governments, international organizations and educational institutions wishing to acquire the services of a member of staff on a temporary basis, for a period exceeding one (1) month, shall pay to the University a sum equivalent to 25% of the staff member's basic salary. This sum shall be applied on the following prioritized basis to cover:
- i. any shortfall in the staff member's 5% employee's pension contribution arising from receipt of a lower salary than his/her UWI salary during the period of secondment;
  - ii. payment of the 10% employer's contribution based on the staff member's UWI salary;
  - iii. staff replacement costs, as warranted.
- Any balance remaining after the above allocations can be used for the benefit of the staff member's department, at its discretion.
- ((e) Where a member of staff on secondment continues to occupy University-owned or rented accommodation, the rules governing housing arrangements for staff on No-Pay Leave shall apply.

## SECTION V

### PASSAGES ON APPOINTMENT AND TERMINATION

56. (a) Where a member of staff is recruited from another country for a period of three years or more, the University will pay on first appointment, not more than five economy passages for the member of staff, spouse and dependent children.
- (b) Claims for passages on appointment for spouse and children will not normally be allowed after the expiry date of the first three-year contract.
- (c) If a staff member vacates his or her appointment before the end of the first year of service he or she will be liable to refund the cost of passages paid by the University on first appointment.
- (d) On termination of contract a member of staff is entitled to not more than five full passages for himself/herself, spouse and dependent children, subject to the following exceptions:
- (i) Where a member of staff is dismissed for misconduct in accordance with the Statutes, or vacates his or her appointment without due notice or determines the appointment by due notice but leaves before the completion of his or her first year of service, the University is not liable to provide such passages;
  - (ii) Where a member of staff determines the appointment by due notice to end before the completion of his or her second year of service, the University will provide only one-third of the cost of such passages;
  - (iii) Where a member of staff determines the appointment by due notice to end before the completion of his or her third year of service, the University will provide only two-thirds of the cost of such passages.
57. (a) The general principle in the application of the rules at 56 (d)(i) - (iii) above is that the University will pay one-third of the cost of return passages for every completed year of a first contract of three years duration. Where the member of staff terminating his or her appointment has completed his or her University commitments and leaves with the consent of the

appropriate Appointments Committee before the end of the relevant year of service, he or she shall be treated as completing that year of service for purposes of determining the quantum of return passages due.

- (b) Where, however, due notice has not been given or where notice has been given to terminate an appointment before the last day of January, the appropriate Appointments Committee shall take a specific decision as to whether full passages should be paid.
58. Passages for children are paid up to the end of approved full-time education provided they are dependents, or up to the end of the school year in which the child reaches the age of 22, whichever is the earlier.
59. A member of staff is also entitled to termination passages for such of his or her children, up to the age of 22 years, who cease to be dependent during his or her tenure of office.
60. Return passages must be taken up within twelve (12) months of termination.

#### **Domicile**

61. Passages on termination are paid to the staff member's domicile determined as follows:-
- (a) Subject to (b) domicile means the place where the person is normally resident at the time of recruitment.
  - (b) Residence for purposes of study or for employment, whether temporary or on fixed contract, for less than three years is not normally treated as domicile.
  - (c) Citizenship of a country or landed immigrant status is treated as domicile.

#### **BAGGAGE ALLOWANCE**

62. (a) Where a member of staff is recruited for a period of three years or more from another country, the University will pay, on first appointment, the cost of transporting and insuring the household and personal effects, on the production of vouchers, up to a maximum amount to be specified from time

to time (Appendix 11). For the purposes of clauses 62 - 66 the term 'vouchers' includes receipts and invoices.

- (b) If a member of staff vacates his or her appointment before the end of the first year of service, the member of staff will be liable to refund the baggage allowance paid by the University on first appointment.
  - (c) On termination of contract, the University will pay baggage allowance of the amount set out in Appendix 1, subject to the following exceptions:
    - (i) Where a member of staff is dismissed for misconduct in accordance with the Statutes and Ordinances or vacates his or her appointment without due notice, or determines his or her appointment by due notice but leaves before the completion of his or her first year of service, the University is not liable to pay the baggage allowance.
    - (ii) Where a member of staff determines the appointment by due notice to end before the completion of his or her second year of service, the University will provide only one-third of the baggage allowance.
    - (iii) Where a member of staff determines the appointment by due notice to end before the completion of his or her third year of service, the University will provide only two-thirds of the baggage allowance.
63. A separate special baggage allowance at the prevailing rate for the Campus (See Appendix II) may be granted so as to permit the member of staff to pack and ship academic books and teaching and research equipment, provided these are to be used or were used in the interest of the University and on the strict understanding that adequate supporting vouchers and a list of the items are submitted to the Bursary through the Head of Department who is expected to comment in relation to the above criteria.
64. The general principle in the application of the rules in clauses 62 and 63 above is the same as that stated in clause 56 above of the section, Passages on Appointment and Termination.
65. In special cases, the allowance for Senior Academic Staff recruited for short-term appointments at the end of their teaching careers

may be fixed at the higher rate at the discretion of the appropriate Appointments Committee.

66. The allowance on first appointment shall normally be available only up to three months after the date on which the member arrives at the University, but the University may extend the period up to 12 months after the date of employment where the member of staff concerned has applied in writing in advance of his or her arrival.

Note: The baggage allowance is intended to be a grant to assist the member of staff in meeting his or her transport costs and does not purport to cover the whole of those costs.

#### **NOTICE OF TERMINATION OF CONTRACT**

67. Members of staff resigning from their appointments with the University are required to give not less than six months' notice in writing, to take effect, in the case of teaching and research staff, not earlier than the end of either semester in any academic year.

## SECTION VI

### REMISSION OF TUITION FEES FOR FULL-TIME EMPLOYEES, THEIR SPOUSES AND CHILDREN

68. The following members of the full-time Academic Staff, Senior Administrative Staff and Professional Staff of the grade of Assistant Lecturer and above will be allowed to register for higher degrees (or for other University qualifications including first degrees), on the payment of examination fees ONLY:
- a) staff on contract for two or more academic years;
  - b) staff on contract for one year, provided they had been in the full-time employment of the University for the preceding academic year.

Staff who qualify under (a) above will be eligible for the benefit from the beginning of the contract, while staff who qualify under (b) will be eligible, once they are in that subsequent one-year contract. This provision applies for only as long as the staff member is in the full-time employment of the university.

69. Spouses and dependent children of all full-time employees of the grade of Assistant Lecturer and above who themselves are eligible for the remission of tuition fees under 68(a) or 68(b) above, on acceptance for entry at the University, are exempt from paying tuition fees and economic costs (including examination fees where compounded) provided that:
- (a) they are not in receipt of a scholarship or any other award which includes payment of tuition fees;
  - (b) the full-time employees concerned remain in the service of the University, or are in receipt of pension from the University.

Note: (i) All provisions on remission of tuition fees under Clauses 68 and 69 relate only to programmes/courses funded by Contributing Governments. All other programmes/courses are excluded from these provisions.

(ii) See definitions of dependent child and spouse.

### ALLOWANCES

70. Allowances are payable to full-time members of Academic Staff, Senior Administrative Staff and Professional Staff of the grade of Assistant Lecturer and above. Details are set out in Appendix III.

## **CHILD ALLOWANCE**

71. (a) Only members of staff employed before August 1, 1973 are eligible for Child Allowance.
- (b) Child Allowance (limited to three children) will be paid in respect of children up to the end of approved full-time education provided they are dependents or up to the end of the school year in which the child reaches the age of 22, whichever is the earlier.
- (c) Payment of Child allowance will be made on legal adoption of children.

### **Step-children**

- (d) Payment of Child Allowance will be made if the member of staff provides evidence that the child is wholly maintained by him (or her) and that the other conditions under (b) above relating to passages for children are fulfilled (see clauses 56-60 and (b) above).

### **Foster Children**

- (e) No Child Allowance is paid in respect of a foster child.

## **GRANT FOR PURCHASE OF BOOKS AND OTHER PROFESSIONAL MATERIALS**

72. (a) Members of the Academic Staff, Senior Administrative Staff and Professional Staff are eligible for a Grant for the purchase of books and other professional materials, details of which are set out in Appendix III. This Grant allows for 100% reimbursement for books, and other professional materials purchased.
- (b) The Grant may also be applied to subscriptions to learned professional societies or organisations which carry the right to receive proceedings and/or journals at no additional cost and/or at reduced levels. Where such right is not carried, subscription for mere membership of a society or organisation may not be reimbursed.
- (c) The grant is accumulative.
- (d) Staff members going on retirement may use the balance of the grant credited to their account at the date of retirement within one year.
- (e) Staff members on contracts of less than three years duration who assume duties during the first semester will receive the full amount of the grant, however, staff members who assume duties during the second semester will receive 50% of

the amount of the grant. Staff members on contracts of three years and longer will receive the full amount of the grant, regardless of their date of assumption during the academic year.

For details see Appendix III

#### **RESPONSIBILITY ALLOWANCE**

73. A Responsibility Allowance, detailed information on which is provided at Appendix III, is payable to Heads of Teaching Departments, Deans, Deputy Deans, Vice-Deans, Associate Deans and Assistant Deans.

#### **ENTERTAINMENT ALLOWANCE EX OFFICIO**

74. An Entertainment Allowance, details of which are set out in Appendix III, shall be paid in respect of the following posts.
- (a) Deans
  - (b) Deputy Deans
  - (c) Heads of Departments
  - (d) Professors not in charge of a Department or Division but who are in charge of recognized teaching units
  - (e) Officers-in-Charge of Branches, Units or sub-Departments (whether for teaching or research purposes) which for administrative purposes are deemed to be autonomous, or of administrative units such as the Library and Maintenance where there is a Head of the required status
  - (f) Student Services Managers.
75. Payment of Entertainment Allowance to a member of staff who has resigned his or her post shall cease on the day following his or her departure from the University notwithstanding that his or her resignation may take effect on a later date.
76. Where a Head of Department is appointed to act concurrently for another Head of Department he or she is not entitled by virtue of the acting post to any additional entertainment allowance except in circumstances as set out in 78(e) below or as approved by the Campus Principal.

## **STUDENT SERVICES MANAGER'S ALLOWANCE**

77. A full-time member of staff (i.e. one holding a full-time post other than that of a Student Services Manager) who is appointed Student Services Manager of a Hall of Residence shall receive, in addition to Entertainment Allowance, a special non-pensionable allowance, the amount of which shall be determined by the Vice Chancellor or Campus Principal.

## **ACTING ALLOWANCES**

78. Acting Heads of Departments
- (a) During an inter-regnum, the Entertainment Allowance at the current rate shall be paid to the person duly appointed to act as Head of the Department.
  - (b) When a Head of Department is away on Study Leave for a period not exceeding four months he or she shall receive the Entertainment Allowance during the whole of the period.
  - (c) When a Head of Department is away on Study Leave for a period longer than four months or if his or her Study Leave is followed by Fellowship Leave, he or she shall receive the Allowance for the period of three months and no longer.
  - (d) When a Head of Department is away on special leave of any kind, the question whether he or she shall receive the allowance shall be determined by the Vice-Chancellor or Campus Principal according to the circumstances of the case.
  - (e) When a Head of Department is away on Study Leave or special leave exceeding 28 calendar days the person acting for him or her shall receive an amount equivalent to the full entertainment allowance for the whole period.
79. Student Services Manager
- (a) When the Student Services Manager is away from the Hall of Residence for any period exceeding 28 calendar days, the person acting as Student Services Manager shall receive the Entertainment Allowance for the whole period.
  - (b) When the Student Services Manager is away from the Hall for a period less than 28 calendar days, the Student Services Manager will continue to receive the Allowance. During such period the person acting will not receive the Allowance.

## **SUBSISTENCE WHILE TRAVELLING ON UNIVERSITY BUSINESS**

80. Subsistence Allowance will be paid to the following persons at prevailing rates details of which are provided in Appendix IV.
- (a) member of staff travelling on official business in any country.
  - (b) a member of staff whose substantive duties require him or her to stay in any country other than the country in which he or she is based;
  - (c) a member of staff required in the course of normal duties (for example, a Tutor of the Open Campus) to pay recurrent visits to different countries;
  - (d) a member of staff on secondment to another Campus or one of the contributing countries.
81. Normally, no member of staff will be paid subsistence in excess of six months. If it is necessary for a period of secondment to exceed six months, the prior approval of the Campus Finance and General Purposes Committee for the payment of subsistence beyond this time must be obtained.
82. Where a member of staff on secondment to another Campus is provided with University accommodation at the usual rent, subsistence shall be paid at the appropriate rate to be fixed from time to time (See Appendix IV).
83. Where a member of staff is required to join a Government, international or other delegation abroad as a representative of the University and the appropriate University subsistence rate is below that being offered by the other sponsors, the University will pay to its staff member reasonable hotel and travel expenses plus subsistence at the appropriate rate to be fixed from time to time (see Appendix IV).
84. All members of staff are entitled to reimbursement of airport tax paid by the staff member when travelling on University business and of sums actually expended on taxi fares directly to and from airport. Claims for such additional expenses should be supported by vouchers, etc. where possible.

**INSURANCE COVERAGE WHILE TRAVELLING ON  
UNIVERSITY BUSINESS (APPENDIX V)**

85. Insurance coverage at prevailing rates determined by Campus Finance and General Purposes Committee, is provided for members of staff travelling on University business in the following categories:

(a) Personal Accident Insurance approximately equivalent to four (4) times the basic annual salary of the staff member, subject to a limit to be determined from time to time. The person is also insured to/from home and airport.

(b) Baggage insurance, on the production of vouchers. (c)

Health Insurance.

## SECTION VII

### LOCAL TRAVELLING

86. The following allowances and other payments for local travelling are made to members of staff who satisfy the conditions set out below. These allowances and other payments, details of which are contained in Appendix VI, are made in accordance with the prevailing Government rates in the Campus Country.

#### **Regular Travelling Allowance**

- (a) This is an upkeep allowance paid to a member of staff who occupies a post which requires the staff member to travel regularly on University business. The designation of such a post requires the approval of the Campus Finance and General Purposes Committee. In addition, the member of staff is paid for distances (kilometres/miles) actually travelled at a prescribed rate.

#### **Commuted Travelling Allowance**

- (b) This allowance is a contribution towards the upkeep of the vehicle of a staff member who occupies a post which requires the staff member to travel fairly regularly on University business. The designation of such a post requires the approval of the Campus Finance and General Purposes Committee. The staff member is also paid at a prescribed rate for distances (kilometres/miles) actually travelled.

#### **Payment for Casual Travelling**

- (c) This payment is made to a member of staff who does not occupy a post to which is attached a Regular Travelling Allowance or a Commuted Travelling Allowance, but uses his own vehicle occasionally to travel on University business.

#### **Open Campus Staff**

- (d) With respect to the travelling allowances and other payments at (a), (b), and (c) above, staff of the Open Campus resident in campus countries will receive the allowances and payments applicable to the other University staff in those countries. Staff not resident in campus countries will receive travelling allowances and other payments consistent with those available to civil servants in those countries.

### **Subsistence Allowance for Local Travel**

- (e) Subsistence allowance at the Jamaican Dollar equivalent of the daily rate paid by the University to visitors to Jamaica is payable to a staff member at the Mona Campus including the Western Jamaica Campus, who travels on University business under the following conditions:
  - i. The staff member is required to overnight as a consequence of the distance travelled and/or time at which the business is scheduled to be completed.
  - ii. The substantive duties require him/her to stay in a location other than the Campus or Centre in which he or she is based.

Details of how to apply for subsistence for local travel are set out in Appendix VI.

- (f) Subsistence allowance is payable to staff at the St. Augustine Campus at the rate applicable to officers in the highest range of the Public Service of Trinidad and Tobago when the staff member travels on official duty beyond a radius of ten miles from the Campus.

### **TRANSPORTATION ALLOWANCE TO ACADEMIC STAFF, SENIOR ADMINISTRATIVE STAFF AND PROFESSIONAL STAFF**

- 87. This allowance is payable to Academic Staff, Senior Administrative Staff and Professional Staff at the Cave Hill, Open and St. Augustine Campuses on terms negotiated by the WIGUT for the Cave Hill and St. Augustine Campuses. In the case of Open Campus staff, the clause is only applicable to such staff located on the Cave Hill and St. Augustine Campuses, or within those Campus countries. For details please see Appendix VII (for Cave Hill and St. Augustine).

## SECTION VIII

### RE-ASSIGNMENT OF STAFF WITHIN THE CARIBBEAN

88. Definition of re-assignment: A re-assignment is an employer-initiated move of an employee from one position to a comparable position at the same level or higher.
89. The University, in the interest of pursuing its strategic objectives, may during the period of employment of a member of staff reassign him or her either on a temporary or permanent basis. Such a re-assignment will be in a similar capacity to which he or she was originally employed, and under a contract which implicitly or explicitly speaks to re-assignment to work in any department or location of the University as may become necessary from time to time as follows:
  - a. From one department to another at the same campus.
  - b. From one location of the University/Campus to another location which is outside of the current work location.
  - c. From one Open Campus site, Vice Chancellery office, or country, to another.
90. Where re-assignment is contemplated the following shall apply:
  - i. Where the re-assignment is to be from one department, site or the Vice Chancellery to another site or department located on the same Campus, it shall be subject to consultation with the staff member, and the Appointments Committee of the campus concerned or the University Appointments Committee, in the case of Vice Chancellery staff, before it can be effected.
91. In addition, the University shall be guided by the following:
  - a. The Head of Department in consultation with the Dean or relevant officer shall be responsible for recommending the re-assignment of staff. Their recommendations together with the justification from the Head of Department, the Dean or relevant officer shall be submitted to the University or Campus Appointments Committee for its approval.

- b. The decision to re-assign a member of staff shall be made by the University or Campus Appointments Committee and communicated in writing to the member of staff by the University or Campus Registrar, or persons authorized to act on their behalf, at least three months before the date on which the assignment is to begin.
- c. A member of staff cannot be re-assigned to a position in a different department, site, Vice Chancellery or location of the University that is lower in grade and or level than the one he or she previously occupied.
- d. All reasonable costs associated with the re-assignment of the member of staff his or her spouse and dependent children, shall be borne by the University.
- e. The member of staff being re-assigned receive the same benefits package as other members of staff in his or her bargaining Unit, in the Department or location of the University of Campus to which he or she is being re-assigned.
- f. At the end of a temporary period of re-assignment, the member of staff shall return to his or her substantive position.

#### **TRANSFER OF STAFF WITHIN THE CARIBBEAN**

#### **TRANSFER OF STAFF**

92. A transfer is defined as: the permanent or temporary movement of staff from a position in a department, site or Vice Chancellery on one campus of the University, to a similar, equivalent or different position in another department, site or Vice Chancellery of the same or another campus, site or Vice Chancellery of the University. There are two kinds of transfers allowed by the University: permanent transfers and temporary transfers.

**(a) Permanent Transfer**

These are transfers for an indefinite period of time.

**(b) Temporary transfers**

These are transfers for a fixed period of time.

**(c) Transfer on Indefinite Tenure**

A member of staff employed on indefinite tenure shall be eligible to transfer with indefinite tenure to a new position in another department, site or Vice Chancellery of the University, if the University Appointments Committee (in the case of staff employed to the Open Campus or Vice Chancellery) or the Campus Appointments Committee is satisfied that:

- i. His or her duties are the same, or equivalent to, those in the position he or she occupied before being transferred.
- ii. He or she possesses the relevant qualifications, skills and competencies for the position to which he or she is being transferred.

**93. Pre-conditions for a transfer**

- i. A transfer shall only be applicable in cases where a member of staff:
  - a. Requests a transfer from a department, site or Vice Chancellery on one campus to a position in another department, site or Vice Chancellery of the same or another campus of the University; or
  - b. Applies for a post in another department, site or Vice Chancellery of the same or another campus of the University; or
  - c. Accepts an offer to transfer as part of the re-deployment process in a redundancy exercise on a campus of the University.
- ii. The position to which a member of staff is to be transferred must be permanently or temporarily vacant

- iii. A transfer shall only be considered if the Head of department, site or Vice Chancellery the Dean of the Faculty or appropriate officer agrees to the transfer.
- iv. All transfers must be approved by the Campus Appointments Committee or the University Appointments Committee (in the case of Open Campus or Vice Chancellery staff).

**94. Procedure for transferring from a post on one campus to a post on another.**

- (a) A member of staff seeking a transfer shall request permission in writing from his or her Head of department, Vice Chancellery or unit.
- (b) His or her Head of department, site or Vice Chancellery shall forward the request along with his or her recommendation, to Dean of the Faculty or appropriate officer. The Dean of the Faculty or appropriate officer shall send the request of the member of staff to other campuses of the University.
- (c) In cases where the request can be entertained, the Dean shall submit the request to the University Appointments Committee, in the case of Open Campus or Vice Chancellery staff or Campus Appointments Committee for approval.
- (d) Where an employee accepts a transfer as part of a re-deployment in a redundancy exercise, the Dean of the Faculty or appropriate officer from the department, site or Vice Chancellery from which the staff member is to be transferred shall discuss the transfer with the Head of Department and the Dean of the faculty of the department, site or Vice Chancellery or the appropriate officer in which it is proposed to re-deploy the member of staff and obtain the written agreement of the Head of department and the Dean or appropriate officer.
- (e) The Dean or appropriate officer shall then submit this agreement along with his or her recommendation to the University Appointments Committee in the case of Open Campus or Vice Chancellery staff or the Campus Appointments Committee for approval.

- (f) Where a department, site or Vice Chancellery, wishes to invite a staff member to transfer from his or her position in a department, site or Vice Chancellery or unit on one campus to a position in another department, site or Vice Chancellery on another campus, the Dean of the Faculty or appropriate officer on the campus extending the invitation shall discuss the matter with the Dean of the Faculty or appropriate officer and Head of Department on the campus to which the member of staff is being invited to transfer. Once agreement is reached the matter shall be submitted to the University Appointments Committee in the case of Open Campus or Vice Chancellery staff, or the Campus Appointments Committee for approval.
  
- (g) A member of staff in a department, site or Vice Chancellery or who has applied for and is offered employment in another department, site or Vice Chancellery may apply to the Campus Registrar for a transfer. The Campus Registrar will submit the case to the University Appointments Committee in the case of Open Campus or Vice Chancellery staff, or Campus Appointments Committee for approval. The Campus Principal, the Campus Bursar, Campus Registrar, Dean of the Faculty and the Head of Department and the member or members of staff concerned with a transfer shall be informed in writing, about the decision taken by the University Appointments Committee in the case of Open Campus or Vice Chancellery staff or the Campus Appointments Committee with respect to the transfer of a staff member.

**95. Terms and conditions of a transfer**

- (a) Where a staff member transfers permanently or temporarily to another position the terms and conditions of service for the position on the campus to which he or she is being transferred shall be adopted.
  
- (b) Where a staff member is being transferred the campus to which he or she is being transferred shall bear the full costs involved in the transfer.
  
- (c) A staff member being temporarily transferred shall receive a contract which will vary his or her terms and conditions of employment to cover the period of the transfer.

- (d) The effective service date for a member of staff who is transferred from a position on one campus to another campus shall be the date on which he or she first commenced employment with the University.
- (e) A member of staff who is transferred shall be eligible to receive any award or benefit on the campus to which he or she transferred which is determined by overall length of service to the University.
- (f) Where a member of staff who is eligible for hardship superannuation alleviation is transferred, the cost of the superannuation alleviation shall be shared by the campuses involved in the transfer.
- (g) A staff member who is eligible for sabbatical leave on the campus from which he or she is being transferred shall remain eligible for sabbatical leave on the campus to which he or she is being transferred.
- (h) The University will pay the passage of the member of staff, spouse and children to the country to which he or she is transferred to carry out his or her duties for the University. In addition, the University will pay reasonable expenses for moving household and personal effects (see also clause 89 above).

Note: An estimate of the cost certified by the shipping companies should be presented to the Campus Bursar through the Head of Department concerned, as soon as possible after a decision is made to transfer a member of staff.

- (i) The University will make an outright displacement grant to members of staff who are permanently transferred to new countries (not on secondment or on re-assignment for a temporary period) according to the following categories at rates to be determined from time to time (see Appendix VIII):
  - (a) For single staff
  - (b) For married staff without dependent child or children
  - (c) For married staff with dependent child or children.

A member of staff will not be eligible for a succeeding displacement grant within a period of less than three years from enjoying the first grant, without special permission of Campus Finance and General Purposes Committee.

These rules do not apply to cases where a transfer is given at the instance of the member of staff concerned or where the transfer is on appointment to another post.

**96. Staff who have completed a temporary transfer**

The position vacated by the staff member transferred on a temporary basis should be the position to which he or she returns at the end of the period. Thus, the vacated position shall only be filled on a fixed-term or part-time basis.

## **SECTION IX**

### **HOUSING**

97. Conditions governing allocation of using vary according to the Campus of appointment. Members of staff employed on special programmes shall enjoy the conditions of service governing housing specified by those programmes. For details concerning each Campus, see Appendix IX.
98. The basic rules for new members of the Academic Staff, Senior Administrative Staff and Professional Staff on all Campuses are:
  - (a) The University will be responsible for housing a staff member without limit of time.
  - (b) In order to meet this obligation, where University owned houses are not available, the University will rent accommodation and will charge the staff member at the prevailing rate according to whether the premises are furnished or unfurnished.
99. A staff member may however opt to make his or her own arrangements and to receive a housing allowance at the rate applicable to the campus where he or she resides.
100. Members of staff who are in receipt of a housing allowance may at any time apply for and be provided with University housing within their entitlement or eligibility.

### **Temporary Appointees**

101. Members of staff recruited on a temporary basis shall be provided with University accommodation, subject to availability or receive a housing allowance at the rate applicable to the Campus.

### **New Appointees**

102. Where members of staff arrive from overseas on first appointment to the University, in Barbados, Jamaica or Trinidad, the University will provide them with reasonable temporary accommodation for a period not exceeding three months, which will be let to them at the prevailing rates and subject to the conditions governing housing on each campus (see Appendix IX).

### **Limits on Size and Value of Housing**

103. (a) The policy to be adopted for the allocation of accommodation to staff will take into account such factors as the member of staff's salary and the size of his or her family.
- (b) Any staff member may apply for more expensive accommodation than what is offered to him or her provided he or she is willing to pay the additional rent.
- (c) A staff member may opt for less expensive accommodation but he or she shall not be entitled to any refund since he or she is not paying the University rent calculated on a commercial basis.
- (d) A staff member who has children receiving continuous education shall be allocated the accommodation within the approved limits of size and value, whether or not the children are living with him or her.
- (e) Where both spouses are in the bargaining unit, one shall receive housing or the full housing allowance on the existing basis while the other shall receive an allowance at the rate applicable to the campus.
- (f) A member of staff who is legally separated, widowed or divorced shall be eligible for married accommodation only if the children are living with him or her.
- (g) The maximum size of a house allocated by the University shall be four rooms excluding dining and living rooms, helper's room, kitchen and bathrooms.

### **Staff not in Campus Countries**

104. Academic Staff, Senior Administrative Staff and Professional Staff not in campus countries shall be provided with housing at rates applicable to staff in those countries. For rates see Appendix IX.

## **SUB-LETTING OF HOUSING AND FLATS**

### **University owned Houses and Flats**

105. For periods less than six months

- (a) Under the Rent Agreement the tenant covenants with the University not to assign, underlet or part with the possession of the said premises or any part thereof without first obtaining the written consent of the University or its Agents. The University will not normally withhold consent to arrangements which may be proposed for an absence on study leave of not more than six months. For longer periods the University reserves the right to arrange for the use of a house or flat but this will be done in consultation with its tenant and in keeping with the policy in (b) below.
- (b) A member of staff granted No Pay Leave who retains tenancy of his or her house is required to pay the University a rental equivalent to 25% of his or her salary.

For periods exceeding six months

- (c)
  - (i) In each case the member of staff shall seek permission from the University before sub-letting a staff house.
  - (ii) A member of staff may be permitted to sublet his or her house or flat for the period of leave in excess of six months, provided that for the entire period he or she pays the University a rental equivalent to 20% of his or her salary.
  - (iii) A member of staff granted No Pay Leave who retains tenancy of his or her house is required to pay the University a rental equivalent to 25% of his or her salary.
  - (iv) A member of staff shall have no automatic right to a specific house after absence on study/fellowship leave in excess of one year but only by application to the Housing Committee.

### **University rented Houses and Flats**

106. A member of staff living in a house or flat rented by the University shall not be permitted to sub-let while on Fellowship or other leave for a period exceeding six months.

## **ASSISTED HOUSE PURCHASE SCHEME**

107. There is an Assisted House Purchase scheme on each Campus with the object of providing a staff member of The University of the West Indies with a loan to assist with the acquisition of a house as a residence for himself or herself and family. Details of the scheme for each campus are set out in Appendix X.

### **Houses in Assisted House Purchase Scheme**

108. A member of staff who has purchased a house under the University's Assisted House Purchase Scheme, may be permitted to rent his or her house while on any approved leave. For the period of leave the staff member shall continue to repay the loan.

## **SECTION X**

### **LOANS**

109. In accordance with the Agreements negotiated for each Campus, and subject to the availability of funds, the following loans, details of which are set out in Appendix XI, will be granted to members of staff.
- (a) A car loan to assist in the purchase of a motor car.
  - (b) An unsecured consumption loan.
  - (c) A settling-in loan for new members of staff holding a three-year or tenured appointment.

Note: A staff member who has been granted a settling-in loan will only be eligible for the difference between the outstanding amount and the value of the consumption loan.

### **EMPLOYERS' LIABILITY INSURANCE**

110. Each campus of the University has an Employers' Liability Insurance or Workmen's Compensation Policy, governed by the laws of the Campus Country, providing indemnity in respect of the University's legal liability to employees, arising out of accidental bodily injury or disease, occasioned during the performance of their duties.

Details for each campus are contained in Appendix XII.

### **NATIONAL INSURANCE SCHEME**

111. In addition to compensation under the Employers' Liability Insurance, as set out in clause 104 above and Appendix XII, compensation for injuries received on the job is payable through the National Insurance Scheme of each country.

# SECTION XI

## LEAVE

### ANNUAL LEAVE

#### Eligibility

112. All members of the Academic Staff, Senior Administrative Staff and Professional Staff (including temporary staff) who are on continuous duties, that is they are normally required to carry out duties throughout the year are eligible for Annual Leave, in accordance with clauses 114 to 119 below.
113. Annual Leave entitlement for staff on continuous duties is campus-specific and is indicated in Appendix XIII.
114. Annual Leave shall be granted at the discretion of the Vice-Chancellor/Campus Principal in consultation with the Head of the Department concerned or with the Dean in the case of a Head of Department. It is calculated on a twelve-month basis i.e. January to December) and is subject to the provision of clause 119 below. Leave earned for part of a year shall be pro-rated.
115. A list of categories of staff who are classified as being on continuous duties and are therefore eligible for Annual Leave is contained in Appendix XIV.
116. Members of staff are not eligible for Annual Leave until they have been in the service of the University for one year, but consideration may be given to applications to pre-empt such leave in the course of the first year's service. Thereafter, Annual Leave may be pre-empted at any time, subject to departmental convenience and the approval of the Vice-Chancellor/Campus Principal.
117. Annual Leave may not be taken in the same year as full Study Leave, except in the case of staff at the Mona Campus. Such staff are eligible for 15 working days annual leave in the year of full Study Leave, in addition to the full Study Leave.

Note: (a) At Mona, by virtue of the WIGUT 1996/99 and 2008/11 Agreements the following amendments are relevant:

- (i) Saturdays, Sundays and Public Holidays shall not be counted in Annual Leave.
  - (ii) Annual leave shall be granted on the basis of length of service and shall be graduated, as indicated in Appendix XV. Also indicated in Appendix XV is the maximum that can be accumulated. (These provisions apply to new staff with effect from August 1, 2009)
  - (b) At St. Augustine, it was agreed in 1999 that staff could, with permission of Campus Appointments Committee, accumulate Annual Leave for periods of up to two (2) years.
  - (c) Local Law applies in relation to Public Holidays.
118. Notwithstanding the various Leave Regulations, no member of staff, except those at the Mona Campus, may be eligible in any one year for more than thirteen (13) weeks via Study and Annual Leave.

#### **Lapsed Annual Leave**

119. Staff whose duties are continuous throughout the year shall, on retirement, be granted a payment equivalent to 50%\* of lapsed Annual Leave, up to a maximum of one year's (i.e. 365 days') leave, where such Annual Leave lapsed because of the exigencies of work and the member of staff received written approval \*\* from the appropriate authority not to take Annual Leave.

\* At Cave Hill and at St. Augustine, the Union and Administration agreed to replace the reference to 50% with 100%

\*\* Written approval was introduced as a requirement with effect from May 7, 2010.

### **Procedure for Applications for Annual Leave**

120. Members of staff shall apply for Annual Leave to the Vice-Chancellor/Campus Principal. Applications should be made through the Head of Department or the relevant administrative or academic head, as appropriate.

### **Part-time staff**

121. All part-time members of staff whose duties are continuous throughout the year become eligible for annual Leave after the completion of one year's service with the University, in accordance with clauses 114 to 119 and 121 above, except that such leave may not be preempted in the first year of service.

### **MATERNITY LEAVE**

122. Maternity Leave shall be available to full-time female members of Staff. (see Appendix XVI)

### **STUDY LEAVE**

123. (a) Every member of staff shall be eligible for leave, to be described as "Study Leave" for the purpose of study or otherwise furthering the work on which he or she is engaged, Full study leave means entitlement due in the third year of service i.e. 13 weeks.
  - (b) A member of staff (see 124 (a)) appointed in the first instance on a contract for three years or less shall not be eligible for Study Leave in the third year unless his or her contract has, prior to taking such leave, been renewed for a further period and the staff member has accepted renewal of his or her contract.
  - (c) A member of staff appointed on a contract for three years after previously having been appointed either for two years or for one year shall become eligible for Study Leave in the third year of service with the University.
  - (d) A member of staff appointed on a contract for 3 years to a post not funded by University or Campus Grants Committee will not normally be eligible for Study Leave in the third year of service unless Appointments Committee decides otherwise.
  - (e) The duration of Study Leave and the time at which it is taken shall be subject, in any case, to the approval of the Vice-Chancellor/Campus Principal, subject to the following conditions:

- (i) The Vice-Chancellor or Campus Principal shall be satisfied, after consultation with the Head of the Department, or the Dean where appropriate, that the work of the Department or the unit of learning or research will not be adversely affected by the absence of the staff member.
  - (ii) The period for which the leave is taken by Academic Staff shall not normally begin before the end of the second semester nor extend beyond the beginning of the first semester. Senior Administrative Staff and Professional Staff, however, may take the leave at any mutually agreed time during the year.
  - (iii) The Vice-Chancellor or Campus Principal shall be satisfied that the member of staff has made adequate arrangements to return to his or her post at the expiration of the period for which leave has been granted.
124. (a) A member of staff who takes up his/her appointment after the commencement of the first semester shall, subject to clause 124 (b) above and 127 be eligible to enjoy full Study Leave privileges in the summer preceding the third anniversary of his or her appointment.
- (b) A member of staff who takes up an appointment after the first day of the second semester shall not be eligible to enjoy full Study Leave privileges before the summer succeeding the third anniversary of appointment.
125. Applications for Study Leave shall be made to the Vice-Chancellor/Campus Principal, through the Head of the Department or other unit of learning and research to which the applicant is appointed or, in the case of Heads of Departments, through the Dean.
126. (a) Full Study Leave shall not be postponed for more than two years except at the request of the University.
- (b) Full Study Leave may not, save in exceptional circumstances and by special permission of the appropriate Finance and General Purposes Committee, be taken in two consecutive years.
- (c) Study Leave may, by permission, be pre-empted by a member of staff who had completed not less than two years of service since the date of his or her appointment or since the date on which he or she was last eligible for Study Leave.

## **STUDY LEAVE FOR STAFF ON CONTINUOUS DUTY**

### **Mona**

127. (a) Study Leave for members of staff whose duties are continuous may be apportioned on a yearly basis, not exceeding two weeks per year in the years that the full Study Leave is not taken provided such leave is on the recommendation of the Head of Department and requests must be supported by statements showing the activity proposed for the leave. Such leave is to be subtracted from the thirteen weeks to which the member of staff is normally eligible in the third year. (See clause 124 (a))
- (b) The apportionment of Study Leave set out in (a) above is not applicable to members of staff who are on their first three year contract.

### **St. Augustine**

128. Study Leave for staff, whose duties are continuous through-out the year, may be apportioned on a yearly basis, so that not less than five (5) weeks and not more than thirteen (13) weeks may be taken in any one year, so however that the total leave in each three (3) year period shall not exceed twenty-three (23) weeks, it being understood that the granting of leave is subject to the recommendation of the Head of Department.

### **Cave Hill**

129. (a) Study Leave for staff, whose duties are continuous throughout the year, may in each three-year period be apportioned on a yearly basis with not more than eight (8) weeks and not less than two (2) weeks in the first and second years and not more than thirteen (13) weeks and not less than two (2) weeks in the third year provided that the total leave in each three-year period shall not exceed twenty three (23) weeks, it being understood that the granting of leave is subject to the recommendation of the Head of Department.
- (b) The apportionment of Study Leave as set out in (a) above is not applicable to members of staff who are on their first three year contract.

## **LEAVE RULES FOR SENIOR LIBRARY ASSISTANTS**

### **Leave with Passages**

130. Senior Library Assistants shall be eligible for return passages not exceeding the cost of passages to the United Kingdom every six years.

### **Study Leave**

131. A Senior Library Assistant promoted to Librarian I shall be allowed to carry forward service where applicable for Study Leave purposes. As a guiding principle, every two years of service as a Senior Library Assistant since leave privileges were last enjoyed under Clause 148 shall count as one year's service as an Assistant Librarian for the purpose of assessing Study Leave eligibility in such instances.

### **Special Study Leave**

132. Senior Library Assistants who wish to upgrade their qualifications in order to qualify for promotion to Librarian I are eligible for Special study Leave on full pay either for 12 months (in order to attain the ALA or equivalent qualifications) or up to 18 months (in order to read for a degree), provided that they have been in the service of the University for at least three years. The rules for the granting of such leave are as follows:
  - (a) Funding is provided on the basis of one Senior Library Assistant per year per campus.
  - (b) Each campus is responsible for the granting of leave, which shall depend on the particular circumstances prevailing at the campus.
  - (c) Except in special circumstances the replacement shall be made from local personnel.
  - (d) Normally such replacement shall be at Senior Library Assistant level, but if this proves impossible consideration may be given by the campus to making funds available to allow for an appointment up to the level of Librarian II at a salary up to the Bar.
  - (e) The member of staff shall notify the Campus Librarian by January 31 in the year in which he wishes to proceed on leave, of the intention to apply for such leave.

- (f) In order to give adequate time for advertisement of the post, the member of staff shall notify the Librarian by April 30 of a positive decision taken in respect of the application for leave- (the Faculty concerned, if the course of study is intended to take place at UWI, shall give priority consideration to the application for admission).

## **STUDY AND TRAVEL GRANT**

For rates see Appendix XVII.

- 133. Study and Travel Grant shall be available to all full-time members of staff from the categories represented by the West Indies Group of University Teachers (WIGUT) with contracts in excess of one year (with the exception of Senior Library Assistants and Superintendents of Works). The Grant applies only to the University Grants Committee/Campus Grants Committee funded members of staff and to others on projects whose sponsors have agreed to meet the cost.

Note: The University has undertaken to continue to make energetic representation to sponsors of members of staff to ensure that adequate provision is made for Study and Travel Grant in order that all members of the University shall enjoy the same privileges of Study and Travel Grant.

- 134. Members of staff on a one-year appointment whose appointments are extended for a further year shall be treated as if the appointment was for two years and given the benefit of Study and Travel Grant for both years and for at least a further year to which the contract is extended, subject to the constraint for non-University Grants Committee funded staff as in clause 134 above.
- 135. Foreign Assistants and Foreign Language Instructors on a two-year contract shall in respect of that period receive one Study and Travel Grant only.
- 136. A member of staff shall not be eligible for Study and Travel Grant until the completion of the first year of service with the University.
- 137. (a) The Study and Travel Grant may be used for travel relating to the academic development of the staff member and such purposes as the purchase of material for academic/professional work and subsistence during such travel. The member of staff shall provide reasonable proof of expenditure.

- (b) A member of staff not travelling is permitted to spend, in any one year, up to 20% of his or her grant for the purchase of materials for academic and professional work. This amount can be accumulated up to a maximum of 4 years.
- (c) Up to 20% of the annual Study and Travel Grant may be used by staff members to pay tuition fees for academic courses and/or programmes offered locally, overseas or online. This amount can be accumulated up to a maximum of 4 years. In instances where a staff member travels but does not exhaust the grant, the portion remaining may be similarly used, provided that the total amount used for this purpose does not exceed 20 percent of the grant.

Note: Study and Travel Grant may not be pre-empted, but the grant for the academic year in which the member of staff travels may be treated as a loan to be repaid by completing that year's service.

- 138. The Study and Travel Grant shall not normally be paid after January 31 in the year in which staff members terminate their services with the University unless reasonable arrangements can be made for the grant to be spent and accounted for before the termination of the staff member's contract.
- 139. The Study and Travel Grant shall be accumulable up to a maximum of four years. Any year's allowance shall be used within four years or shall be deemed to have lapsed. Any period of No-Pay, Assisted or Fellowship leave or Secondment shall not be included in the count of four years.
- 140. Applications for Study and Travel Grant shall be made to the Vice-Chancellor or Campus Principal through the Head of Department or unit of learning or research to which the applicant is appointed or through the Dean in the case of an application from a Head of Department.
- 141. The time at which Study and Travel Grant, which involves absence from a campus shall be used, shall be subject to the approval of the Vice-Chancellor or Campus Principal.
- 142. Any surplus funds from each Campus Study and Travel Grant allocation shall be placed in a Campus Sabbatical pool from which actual replacement costs of staff from that campus going on Sabbatical Leave are met.
- 143. All funds not used within the specified period defined in clause 140 are added to the Sabbatical pool.

144. Members of staff on Annual Leave shall be eligible for Study and Travel Grant on the same terms and conditions where appropriate, as set out in clauses 134 to 142 above.
145. (a) Subject to clause 165 below a member of staff at any Campus shall not be deemed to have earned his /her Study and Travel Grant while on Assisted, Fellowship or No-Pay Leave or Secondment.
- (b) A member of staff who has previously earned Study and Travel Grant, shall be permitted, while on any type of leave, except No-Pay, Maternity, or Sick Leave, to use the Grant on the same terms and conditions, where appropriate, as set out in clauses 134 to 142 of these Rules.
146. (a) Where two members of staff who are spouses of each other are both entitled to travel benefits, any application of these benefits should not allow either member of staff to benefit twice over the same period of time. This principle shall also govern a claim by a member of staff for travel passage benefits in respect of his or her children.
- (b) Members of staff who are spouses of each other shall be entitled to a single grant in respect of each child up to a maximum of three in any year. Either spouse may claim this grant.
- (c) Notwithstanding (b) above members of staff married to each other who have more than three children may each claim in respect of different children to obtain travel benefits for more than three.
147. (a) A member of staff whose one or two year contract(s) have been extended for a further year after appointment for a period of 2 years shall be eligible for Study and Travel Grant in the third year.
- (b) A member of staff who has retired and is in receipt of his or her pension, etc. shall not be eligible for Study and Travel Grants should he or she receive temporary appointments thereafter.

## SABBATICAL LEAVE

### Eligibility and Priority

148. All members of staff (except Senior Library Assistants, Foreign Assistants, Foreign Language Instructors, Instructors and Research/Teaching Assistants) are eligible for Sabbatical Leave after six years of service with the University or after six years of service since a previous Sabbatical Leave or Fellowship Leave, subject to the rule that time spent on No-Pay leave shall not be counted as service to the University.
149. Priority among eligible applicants for Sabbatical Leave shall be determined in accordance with the following rules:
  - (a) each year of service with the University since first appointment or return from Sabbatical/Fellowship Leave (whichever is the later) shall be awarded one point; At Mona Fellowship Leave is ignored, provided that Fellowship Leave was taken within the first three years of the qualification period for Sabbatical Leave (See Appendix XVIII(A) for Mona);
  - (b) for the purpose of clause (a), Fellowship Leave shall be interpreted as either a one-year Fellowship Leave or a continuous year's leave, of which at least six months are fully paid leave;
  - (c) where two or more persons have scored the same number of points, priority shall be given in the following descending order to persons who have had:
    - (i) no form of leave
    - (ii) six months or less No-Pay Leave
    - (iii) more than six months No-Pay Leave
    - (iv) six months or less Assisted or Fellowship Leave
    - (v) two periods of six months No-Pay Leave and either Fellowship or Assisted Leave
    - (vi) either a full year or two six month periods of either Fellowship or Assisted Leave;
  - (d) where clause (c) has failed to differentiate between candidates scoring the same number of points, priority shall be determined by the drawing of lots.

### **Procedure**

150. (a) Applications giving details of the proposed programme of work shall be made to the Campus Principal and copied to the Head of Department or Dean. The Head of Department or Dean in cases where the Head of Department is an applicant, shall indicate in writing to the Campus Principal how satisfactory arrangements for a replacement whether full time or part time will be made and shall comment on the proposed programme of work.
- (b) Applications shall be submitted by April 30 in the year preceding the intended leave. Decisions on these applications shall be made not later than two months after the closing date. Staff must accept or decline within six weeks of offer.
- (c) The Administration and WIGUT at each campus shall nominate two members to form a Sabbatical Leave Committee to decide on priorities. Three shall form a quorum. The Chair shall be elected annually from among the members present.
- (d) The recommendations of the Sabbatical Leave Committee shall be submitted to the appropriate Appointments Committee for approval of leave together with the proposed programmes of work of all applicants, their curricula vitae and the comments of the Head or Dean as appropriate
- (e) All members of staff granted Sabbatical Leave are required to present a report on their work to the Campus Principal within three months of their return.

Note: The Sabbatical Leave Committee shall receive an annual report from the Campus Bursar on the state of the Sabbatical Pool Account.

### **Financial Arrangements**

151. (a) A member of staff on Sabbatical Leave shall receive his full salary and allowances. However, in cases where the member of staff is also in receipt of an award from another agency which provides for additional personal stipend, the total amounts shall not be allowed to exceed a certain amount as shall be decided from time to time after full consultation with the West Indies Group of University Teachers (WIGUT).
- (b) Normally the replacement of a member of staff on Sabbatical Leave shall not be given a salary above the Merit Bar of the Lecturer scale nor be granted passages.

### **Deferral of Sabbatical Leave**

152. (a) Members of staff who are granted Sabbatical Leave but are unable to go on Leave because of inability to find a suitable replacement (or because of the exigencies of the service) shall, in the following year, be ranked at the top of the list of applicants. Formal notification of deferral should be sent by the Head of Department concerned.
- (b) Members of staff who are unable to go on leave for reasons other than those stated at (a) above shall not be ranked at the top of their particular category but shall be reconsidered for purposes of priority in competition with other applicants for that year.

### **NO-PAY LEAVE**

153. No-Pay Leave may be granted to members of staff at the discretion of the Appointments Committee. The regulations contained in clauses 106(b) (iii), 146 (a), 149, 170 (b), (c) and (d) and 182 also apply.

### **ASSISTED LEAVE**

154. Assisted Leave is primarily, though not exclusively intended to provide assistance in time and money for staff below the Merit Bar in the Lecturer's scale to obtain additional qualifications or to complete work which has reached an advanced stage and can be completed most quickly by release from formal duties to enable access to resources not available at The University of the West Indies.
155. A staff member shall be deemed eligible for Assisted Leave only after he or she has served 3 years with the University and his or her contract has been renewed.
156. Application for such leave must be made to the Vice-Chancellor or Campus Principal, through the Head of Department, who would be expected in forwarding it, to indicate what arrangements have been made for a replacement.
157. In general, a staff member who is away for more than one semester of the academic year must be replaced and the cost of replacement will be a first charge against the staff member's emoluments.
158. Assisted Leave will in general only be granted for one year, but may, in special circumstances, be granted for two years at a time. A staff member will not, in general be given such leave for a third year (but he or she may apply for no pay leave). Only staff below the merit bar in the Lecturer's scale will be granted Assisted Leave for more than one year and the arrangements, including financial, for the whole period must be approved before the leave begins.

159. A staff member shall be deemed eligible for a maximum of one year's emoluments over the two year period of Assisted Leave, but the grant from his or her salary in any twelve-month period, including any period in which he or she is on full emoluments shall not exceed the following limits:
- (a) 6 months' emoluments after 3 years' service from time of appointment, or since he or she last enjoyed Assisted leave privileges;
  - (b) 8 months' emoluments after 4 years' service from time of appointment, or since he or she last enjoyed Assisted leave privileges;
  - (c) 10 months' emoluments after 5 years' service from time of appointment, or since he or she last enjoyed Assisted leave privileges;
  - (d) 1 year's emoluments after 6 years' service from time of appointment, or since he or she last enjoyed Assisted Leave privileges.
160. A member of staff who wishes to combine Assisted Leave with Study Leave may apply to do so.
161. While the maximum that the University will pay is set out in clause 160 above, the grant from University funds which may be given to a staff member on Assisted leave shall be determined by the Vice-Chancellor or Campus Principal in the light of the other emoluments being received by the staff member, and the known rates adopted by well recognized bodies, e.g. I.I.E. for USA and Leverhulme for UK However, the total emoluments from University and other sources including any tuition or other fees which may be involved shall not exceed the maximum entitlement under the Fellowship Leave rules set out below at clause 167 (d).
162. A staff member will be expected to return to serve the University for a period equivalent to that of the Assisted Leave. The salary grant in excess of three months and up to half of the total grant shall be treated as a loan redeemable by service. A staff member who returns and serves the University for a period equivalent to the Assisted Leave will be deemed to have repaid the loan. If the staff member does not serve the full period he or she will be required to repay the loan in proportion to the unexpired period of such service. The staff member will be required to sign a bond.

## FELLOWSHIP LEAVE

163. Fellowship Leave is granted subject to the award of a fellowship.
164. The purpose of Fellowship Leave is primarily:
- (a) To enable staff of outstanding promise to carry out advanced work at a centre of higher learning having unique research facilities in the staff member's field of interest. In considering applications, the University will take into account Heads of Departments' reports and recommendations and any invitation which the member of staff might receive from a recognized University or centre of higher learning.
  - (b) To enable staff who have demonstrated their capacity and are engaged in research to work with an established scholar where he or she will obtain not only help with the mechanism of his or her work but also the stimulus of working with a recognized scholar in his or her field thus absorbing knowledge and methods in the easy converse of daily give and take and making invaluable contacts with other scholars in the same field all over the world.
  - (c) To allow staff time for writing, since research and writing need freshness of mind and above all a reasonable degree of continuity.
165. Application for such leave must be made to the Vice-Chancellor or Campus Principal, through the Head of Department who would be expected in forwarding it, to indicate what arrangements have been made for a replacement.
166. Such Fellowship Leave may be granted to a member of staff on the following terms:
- (a) The University must not be put to any extra expense.
  - (b) The cost of replacing the staff member, including passages, housing, FSSU etc. for the replacement shall be a first charge on his or her salary. The rest of his or her salary may be applied by the University towards the cost of the staff member's subsistence or travel.
  - (c) If the Fellowship authorities make what they consider to be adequate provision for travel, the University will not supplement this provision.
  - (d) In calculating how much to contribute towards the staff member's subsistence, the staff member will be considered to be entitled to a maximum amount of his or her salary plus a daily rate of subsistence to be determined by the University from time to time. (See Appendix XIX).

- (e) If the sum granted by the Fellowship for living expenses is less than the sum in paragraph (d), the University may use the rest of the staff members salary, referred to in (b) above, towards meeting the deficiency. For the purpose of making these payments, the dollar shall be translated into dollars (U.S. or Canadian) at the prevailing rate at each campus.
- (f) Normally, Fellowship Leave shall be granted only to a member of staff who has had a minimum of four years' service with the University.
- (g) The total period of Fellowship Leave should not normally exceed one year at a time.
- (h) If approved Fellowship Leave exceeds one year it is expected that the member of staff will be replaced temporarily by the Department. Special approval is required for this rule to be waived.
- (i) Paid leave granted from funds administered by the University shall be treated as an interest free loan and deemed to be liquidated only after the member of staff has served for a further period. Such period of service shall be calculated as follows:
  - up to one year's leave, by one year's service; leave for more than one year, one year plus twice the period in excess of one year's leave.
  - If the member of staff resigns before the end of the period of required service, he shall be credited with repayment of the loan on a pro-rated basis, and the balance inclusive of interest at 2% per annum shall be repayable immediately.
- (j) Eligibility for the next period of Fellowship Leave shall accrue not earlier than four years after the last one.

### **COMBINED FELLOWSHIP AND STUDY LEAVE**

167. For members of staff on continuous service who may wish to combine Study Leave with Fellowship Leave, the following rules apply:
- (a) A member of staff granted Fellowship Leave in a 12 month period following that in which he had already enjoyed Study Leave privileges shall not be granted Study Leave privileges in connection with his Fellowship Leave.

- (b) In all other circumstances Study Leave privileges shall be granted to a member of staff given Fellowship Leave. The duration of Study Leave to be added to Fellowship Leave shall be limited to three months.
- (c) Eligibility for the next period of Study Leave after that granted in connection with Fellowship Leave shall be decided on the principle that it is necessary for three years service in the University to be completed before a member of staff shall have the right to Study Leave, such periods need not be consecutive.

### **LEAVE FOR RENDERING PROFESSIONAL SERVICES TO REGIONAL BODIES**

168. Staff members may be granted special leave, separate from their normal leave entitlement, to render professional services to regional bodies, such as the marking of scripts for the Caribbean Examinations Council (CXC). The granting of this Leave is conditional on the following:
- a. The receipt of a formal request from the regional organisation which must be presented to the Head of Department, along with the application for leave of absence;
  - b. The staff member not being paid a consultant's fee for the professional services to be rendered;
  - c. The leave of absence being for a period not exceeding two weeks and to be taken not more than twice in any one year.
  - d. Proper arrangements having been put in place to ensure that the staff member's core responsibilities, particularly as they relate to teaching, are not adversely affected.

### **RESUMPTION OF DUTY AFTER LEAVE**

169. (a) A staff member is expected to resume duties not later than the first day of the first semester of the academic year unless prior permission has been granted him or her to return at a later date, or unless his or her duties are continuous throughout the year when he or she shall return on the date agreed upon before his or her departure.
- (b) Payment of salary on resumption of duty after Study, Sabbatical, Assisted, Secondment, Fellowship or No-pay Leave will be dependent on the staff member giving written notice to the Registrar through his or her Head of Department of the date on which he or she resumed duties.

- (c) A member of staff on leave without pay but who is in receipt of a salary or Fellowship elsewhere, shall not be allowed to return to the University payroll until the leave has been completed and he or she has resumed his or her duties, since it is an established principle that a member of staff shall not be paid twice for the same period.
- (d) A member of staff on leave without pay for an academic year shall not be permitted to return to the University payroll until the first day of the first semester in any academic year, except with the specific approval of the Appointments Committee.

**ASSESSMENT OF ABSENCES ON LEAVE FOR PURPOSES OF DETERMINING ELIGIBILITY FOR STUDY LEAVE, STUDY AND TRAVEL GRANT, MERIT BAR, TENURE AND OTHER ELIGIBILITY**

- 170. Absence on Assisted, Fellowship, No-Pay Leave or Secondment will not count as service in the University for purposes of determining study leave eligibility, nor for earning Study and Travel Grant. When such leave does not exceed six months staff members will be credited with half the annual Study and Travel Grant.
- 171. Absence on Assisted, Fellowship, Sabbatical , No-Pay Leave or Secondment will count as service in assessing a staff member's eligibility to cross the merit bar.
  - (a) Leave which is used primarily for work towards a Higher Degree will not count in assessing a staff member's eligibility for indefinite tenure. These cases will qualify:
    - (i) one year post doctoral or a Senior Award/Fellowship;
    - (ii) no-pay leave for one year, essentially to take up a full Fellowship or teaching post at another University;
    - (iii) an exchange with a staff member at another University;
    - (iv) secondment for a period at another University.
  - (b) Other cases will be assessed on their own merit.

172. Secondment and No-Pay Leave

Subject to the cases identified in clause 166 above Secondment or No-Pay Leave will not count as service in assessing eligibility for tenure.

## **LEAVE AND F.S.S.U.**

173. Where a member of staff is on Assisted, Fellowship, Sabbatical or Maternity Leave, the University shall continue to pay its ten percent contribution towards superannuation premiums under the Federated Superannuation System for Universities (FSSU).
174. Where a member of staff is on No-Pay Leave, (including secondment) the University shall not continue to pay its ten percent contribution towards superannuation premiums except when the member of staff is taking up a fellowship or scholarship, on condition that the fellowship or scholarship does not provide for the employer's contribution.
175. A member of staff going on leave shall make arrangements with the Bursar to pay his or her FSSU contributions, whether five percent in the case of all leave except No-Pay Leave, or at least fifteen percent in the case of No-Pay Leave, before proceeding on such leave.
176. Secondment: Financial Arrangements:

Governments, international organizations and educational institutions who wish to acquire the services of members of staff on a temporary basis are required to pay to the University a sum equivalent to 25% of the staff member's salary. This will be used to meet the 15% contribution towards FSSU and for the benefit of the staff member's Department.

## **RULES GOVERNING THE GRANTING OF PAID LEAVE ON TERMINATION OF FULL-TIME CONTRACTS**

### **General**

177. For the purposes of Clauses 179 - 187, the University will recognize the following two sub- groups of staff:
  - (a) Non-Clinical Teaching Staff

The teaching staff of non-clinical departments who are normally able to plan to use the major parts of the University vacation periods as they wish for research, for other activities, or for leave, whether within or without their base territory;
  - (b) Other Members of Staff

Members of staff who are normally required to carry out duties throughout the year who qualify for annual leave (see clauses 114 and 115)

### **Termination of Appointment by a Member of the Non-Clinical Teaching Staff**

178. The University will not in general grant paid leave to members of the non-clinical teaching staff on final termination of contract.
179. Where members of staff give due notice of resignation to expire during or at the end of a vacation period, the Vice-Chancellor/Campus Principal may approve an application for paid leave covering that period of notice which falls within the vacation period, provided that:
  - (a) the applicant undertakes to complete to the satisfaction of the Head of Department concerned (or of the Vice-Chancellor/Campus Principal in the case of an application from a Head of Department), any outstanding matters in relation to teaching and/or examination duties;
  - (b) the Head of the Department/Campus Dean concerned supports the application and certifies that the work of the Department will not be adversely affected.

### **Termination of appointment by other Members of Staff**

180. Where any other member of staff gives due notice, the staff member may apply to the Vice-Chancellor/Campus Principal through his or her Head of Department for paid leave within the period of notice additional to any annual leave which may be due.
181. An applicant for such paid leave must undertake to complete to the satisfaction of the Head of Department concerned (or of the Vice-Chancellor/Campus Principal in the case of an application from a Head of Department) any outstanding matters in relation to his/her duties.

### **Pay In lieu of Termination Leave**

182. Where it is in the interest of the University, pay may be granted at the end of the due period of notice in lieu of leave approved in accordance with the provisions of clauses 179 - 180 or clauses 181 - 182 above as the case may be.

### **Permission to take up another appointment while in receipt of paid Termination Leave**

183. In keeping with general practice, any member of staff who wishes to take up other paid employment while he or she is on paid termination leave must first obtain the permission of the University by application in writing to the Vice-Chancellor or Campus Principal.

184. It is not the policy of the University to grant such applications save in exceptional circumstances. The interpretation of exceptional circumstances will always be considered on merit, but the following guidelines will be used when considering applications from staff for permission to take up another appointment while in receipt of leave pay.
- (a) Where a member of staff who has served the University truly and well for a period of not less than six years and has fulfilled all the obligations under his or her contract seeks permission on the grounds that:
    - (i) the extra money would assist him or her to meet the cost of extra termination passages for himself or herself and family in excess of the five passages allowed under UWI rules;
    - (ii) he or she has not used all the Study and Travel Grants to which he or she was entitled throughout the period of service and that the extra money would help to defray additional travel cost in assuming the new appointment or has to maintain two homes;
    - (iii) he or she has to maintain two homes during the requisite period, e.g. he or she has to take up the new job immediately or lose the chance of getting it, whilst his or her spouse and/or family have to remain here to fulfill their own obligations, to pack, etc.
  - (b) Where the member of staff has reached the retiring age and is retiring from the service of the University.
185. Requests for termination leave or pay in lieu of such leave must be made by the same deadline as that specified for notice of termination of contract - January 31, for non-clinical teaching staff and six months before expiry of contract for other members of staff.

## SECTION XII

### PROCEDURES RELATING TO STAFF ABSENCES

#### Absence from Duty Station

186. a) All members of staff are required to seek permission to be absent from their duty stations, for whatever purpose, whether within or outside the region, during the semester or the inter-semester periods, including weekends. The procedure outlined in clause 189 must be followed when seeking permission to be absent from one's duty station.
- b) Without in any way intending to restrict academic freedom, the procedure outlined in clause 189 must also be followed for all absences for the purpose of visiting locations within or outside the Caribbean region.
- c) Where staff members have a series of scheduled visits to Campus Countries, other Contributing Countries or institutions outside of the region, these shall be listed and sent to the Vice Chancellor or Campus Principal, through the Head of Department or Dean (the latter in the case of a Head of Department) together with the request for permission to be absent for the periods specified at least two weeks before their intended departure. This shall also apply to all officers with cross-Campus responsibilities.
- d) Members of staff should note there may be instances when the exigencies of the service will not permit the approval of requests for absence from duty station.

#### Absence from Duties – Procedure for Approval

##### Members of staff not on continuous duties

187. Members of staff who are **not** on continuous duties and who wish to be absent from duties must seek approval in accordance with the rules below:
- a) **Members of staff who are not Heads of Departments or Deans**
- i) Members of staff who are not Heads of Departments or Deans and who are not participating in activities which constitute University business, shall seek permission in writing from their Heads of Departments if the period of absence is one week or less. The Head of Department shall inform the University Registrar (if the Department or Unit is part of the Centre) or the Campus Registrar and the Dean, or appropriate officer of his/her decision.

- ii) Where the period of absence is more than one week members of staff shall seek permission in writing from the Vice Chancellor (if their Departments or Units are part of the Centre) or the Campus Principal. Each application must be sent to the relevant Head of Department who shall make a recommendation and forward the application to the Vice Chancellor or the Campus Principal for his/her approval. The Vice Chancellor or the Campus Principal shall inform the University Registrar or the Campus Registrar and copy his/her decision to the relevant Dean or other relevant officer and the Head of Department.

**b) Heads of Departments**

Heads of Departments who are not participating in activities which constitute University business shall seek permission in writing from the Dean if the period of absence is one week or less. The Dean shall inform the University Registrar (if the Department or Unit is part of the Centre) or the Campus Registrar. Where the period of absence is more than one week, the application must be sent through the Dean of the Faculty or relevant officer who shall make a recommendation and forward the application to the Vice Chancellor (if the member of staff is a Head of Department or Unit which is part of the Centre) or the Campus Principal for his/her approval. The Vice Chancellor or the Campus Principal shall inform the University Registrar or Campus Registrar and the relevant Dean, or other relevant officer of his/her decision.

**c ) Deans**

Deans who are not participating in activities which constitute University business shall seek permission in writing from the Campus Principal. The Campus Principal shall inform the Campus Registrar and the relevant Heads of his/her decision.

**188. Members of staff on continuous duties**

Members of staff on continuous duties, who are not participating in activities which constitute University business, must apply for **Annual Leave**. Staff members on continuous duties must apply for **Annual Leave**, or another appropriate type of leave, e.g. Study Leave, in order to pursue professional development activities.

189. **Absence on University Business**

Where members of staff are required to participate in activities constituting university business, the sponsoring office shall seek the consent of the Head of Department for the staff member's participation. The onus is on the staff member to seek permission to be absent in all other cases.

**NOTE: It must be kept in mind that absence from the country without the permission of the University may have implications for personal insurance coverage and for the immigration status of non-nationals.**

**MEMBERS OF STAFF WHO ARE ILL**

190. Whenever a member of staff is away from duties through illness for more than one week a medical certificate must be submitted to the Vice Chancellor or Campus Principal through the Head of Department. The Head of Department concerned should keep the Vice Chancellor or Campus Principal informed until the member of staff returns to work.

**SICK LEAVE - ORDINANCE NO. 6**

191. The Council or relevant Campus Council may grant sick leave on full pay to a member of staff for a period up to six months in the first instance. The relevant Council may at its discretion extend such leave, and in that event shall fix the amount (if any) of the salary which shall be payable.

**MEDICAL BOARDING PROCEDURE**

192. The Vice Chancellor or designate, or the Campus Principal or designate, upon receipt of a written report from an employee, Dean, Head of Department, or the Clinical Director of the University Health Centre, or equivalent Officer, that a staff member:
- (a) has been continuously absent from work on the grounds of illness;
  - (b) has been suffering from a chronic illness or disability which renders him or her unable to discharge his or her duties;
  - (c) has exhausted all Sick Leave provided by Ordinance 6; in consultation with the Clinical Director or the equivalent officer, shall initiate the procedure set out in Appendix XX to determine whether Medical Boarding is the most appropriate action. Details of the procedure to be followed where it has been determined that Medical Boarding is appropriate are also contained in Appendix XX.

#### **HEALTH SERVICES**

193. The provision of Health Services varies according to the Campus. See Appendix XXI for details.

#### **SPECIAL MEDICAL ATTENTION**

194. The University may pay the cost of travel for a member of staff, who, in the opinion of the medical advisers approved by the University, is urgently in need of medical attention not obtainable at his duty station, to a place approved by the University. The University shall exercise its discretion in the payment of additional sums to assist in the medical bills of the member of staff.

## **SECTION XIII**

### **PROVISION IN THE EVENT OF DEATH**

#### **Passages**

195. (a) The University shall in the same manner as would have been the case had the deceased member of staff duly resigned after completing three years of service, pay the cost of passages for the spouse and dependent children to the country from which the staff member was recruited or, at the option of the survivor's spouse to the country of origin.
- (b) The University shall, in the same manner as would have been the case had the deceased member of staff duly resigned after completing three years of service, pay in addition to the cost of passages, the cost of transporting the household effects of the surviving spouse and dependent children to the country to which the passages are to be provided.

#### **Housing**

196. Where the deceased member of staff was at the time of death provided by the University with a house or other living accommodation, the surviving spouse and dependent children shall be permitted to continue to reside in the house or other living accommodation so provided for a period of three months after death at a rental on the same conditions as obtained for the deceased.

### **SPECIAL GRANTS**

197. (a) The University shall, pursuant to Statute 20.1(p), pay a grant, in accordance with the provisions relating to the Special Grant in the event of death appearing in Appendix XXII to the Rules for Academic Staff, Senior Administrative Staff and Professional Staff.
- (i) to the beneficiary or beneficiaries who have been named by the deceased member of staff; or
- (ii) to the estate of the member of staff, where there is no named beneficiary and the deceased member of staff had specifically requested that the Special Grant should be paid to his or her estate.

- (b) Where the deceased member of staff did not name a beneficiary or beneficiaries, nor did he or she request that the Special Grant be paid into his or her estate, the University shall pay under Statute 20.1(p) the Special Grant to the surviving spouse of the deceased member of staff in accordance with the relevant appendices.
- (c) Where the deceased member of staff leaves no spouse but orphan dependent children the University shall pay under Statute 20.1 (p) the Special Grant to a trustee for the benefit of such children in accordance with the relevant appendices.
- (d) In cases where (a) and (b) above do not apply Finance and General Purposes Committee may be asked to decide how the Special Grant should be disbursed.

Note:

- (i) As long as Ordinance 7.4 is in force:
  - (a) The University shall in disbursing the Special Grant pay one year's emoluments in accordance with the said clause of the Ordinance; the Special Grant in excess of one year's emoluments shall be paid in accordance with Clause 199(a)-(d) above:
  - (b) Where there is no widowed person or orphan dependent children the University shall pay the Special Grant in accordance with Clause 199(a) and (d) above.
- (ii) "Appendix xxii for the Mona Campus contains a sample of the "Special Grant (Death Benefit) Nomination of Beneficiaries Form" and notes for its completion. Appendix xxii for the other Campuses provides relevant information for the nomination of Beneficiaries."

## SECTION XIV

### UNIVERSITY RESEARCH AND PUBLICATIONS FUND

#### POLICY

198. The purpose of the Research and Publications Fund is to provide financial assistance for members of staff to enable them to:
- (a) pursue their research adequately and
  - (b) communicate and publish the results of their research.
199. The Fund is used to assist as many members of staff as possible to carry out research without undue personal hardship or without putting an excessive burden on the budgets of the Departments.
200. The Fund is used:
- (a) to encourage research projects which are likely to increase what is known about the region;
  - (b) to encourage projects likely to lead to the economic development of the region;
  - (c) to support the cost of a research project where that cost cannot legitimately be borne from departmental sources;
  - (d) to support the cost of a project which is unlikely to obtain the support of foundations, governments or bodies outside the University;
  - (e) to support the publication of matter which is unlikely to be published by commercial or university publishers.

Note: A research project will receive more than one grant only after careful consideration, with the help of assessors if necessary, of the work completed so far. In such cases the Committee shall require a report from the Head to the applicant's Department on the results so far obtained.

#### ADMINISTRATION OF FUNDS

201. Research and Publication Funds will be administered by the School for Graduate Studies and Research through Campus Committees. Each Committee will be chaired by the Campus Coordinator for Graduate Studies and Research and will be composed of members of the Campus Committee for Graduate Studies and Research, the Pro-Vice Chancellor and Dean, School of Graduate Studies and Research and Campus Principals who will be *ex officio* members. The Campus Business Officer will be a non-voting member of the Committee.

## PROCEDURE

202. All applications must be made to the Campus Coordinator, School for Graduate Studies and Research, through the Head of the applicant's department who shall comment on the proposal and may copy it to the Dean for information. In the case where the applicant is the Head of Department, the application should be sent through the Dean, who should comment on the proposal. Applications must be made on the prescribed form which will be available from the Campus office of the School for Graduate Studies and Research.
203. Applications for grants must reach the Coordinator not later than September 30, January 31 and April 30 in each year (or by the dates advertised by each Campus R and P Committee) and the Committee shall meet as soon as possible after these dates. In exceptional cases, the Campus Coordinator may approve of funding on behalf of the Campus Committee and will report such action at the next meeting of the Campus Committee.
204. Applications must be made prior to the incurring of expenditure.
205. The Committee may invite applicants and such other persons as may be of assistance to the Committee to attend a meeting for the purpose of discussing an application.
206. The applicant and his or her Head of Department will be informed of any grant made, and the conditions attached thereto. In the case of an unsuccessful applicant, reasons will be advanced.
207. Payment of subsistence and official orders for travel and equipment will be authorized by the Bursar on the authority of the appropriate Research and Publications Fund Committee Minute. Other forms of expenditure will be paid by the Bursar only on the presentation of vouchers certifying the expenditure, and within the amount specified by the appropriate Committee Minute.
208. Grants for equipment and materials (such as microfilms) shall be made to the Department and not to a particular member of staff so as to leave no doubt that the materials purchased belong to the University.
209. The recipient of a grant must report to the Committee the progress of his or her research within a year of receiving the grant and from time to time thereafter, and the results of the research at the conclusion of the project.
210. The recipient of a grant is required to acknowledge the support received from the Research and Publications Fund when work is published or that the Fund has supported by providing equipment or materials or by contributing towards the cost of fieldwork, of travel, or of publication.

211. Copies of the Minutes of the Committee shall be sent to all Heads of Departments and to Members of Finance and General Purposes Committee.
212. The policy and rules of procedure and any amendments thereto shall be published for the guidance of intending applicants and of Heads of Departments.

## **RULES**

### **For Equipment and Materials**

213. In applying for a grant the member of staff must submit to the Committee a plan of research and state the reasons why the equipment and/or materials are necessary.
214. Equipment which can serve several research workers simultaneously or equipment which will be useful to the Department as a whole will be more favourably considered than very specialized equipment with very limited use.
215. Each application for equipment must give full details (model, make and accessories) with cost, including freight and handling charges.
216. Grants will not normally be given for materials which should be available in the Department, or which should be purchased from Library or Departmental funds.
217. Normally grants will not exceed an amount to be determined from time to time by the Committee.

### **For Secretarial and Technical Assistance**

218. In applying for such a grant, the member of staff must submit a plan for his or her research and itemize the cost in detail.
219. The applicant must explain why the help required cannot be obtained from the established Secretarial or Technical staff.

### **For Travel for Attendance at Caribbean Conferences**

220. The Committee will make grants available to departments sponsoring Caribbean Conferences for the fares of their members actively participating in such conferences.

221. The Committee will set no restrictions in advance on the number of persons which departments should sponsor but will decide on the numbers of grants on each occasion according to the claims on its funds.
222. A grant may be paid towards subsistence.
223. The Committee will make grants to departments towards the cost of organizing conferences, the departments being accountable to the Committee for the funds.
224. This does not preclude an individual from applying on his or her own behalf.

**For Fieldwork**

225. The Committee will make grants towards the cost of travelling in the field when such costs cannot be borne by departmental or faculty funds.

**For a Supplementary Grant**

226. When a member of staff fully uses his or her Study and Travel Grant to attend an international conference, or to conduct a program of research in a country the actual travel expenses to which exceed the cost of a return economy air fare to the United Kingdom or a sum to be determined, he or she shall be eligible to apply to the Research and Publications Fund for supplementary travel grant up to a maximum of a sum to be determined from time to time by the Committee.
227. The Committee in considering applications will take into account the following conditions:
  - (a) Whether the applicant is a young academic unlikely to command funds from other sources on his or her own account.
  - (b) Whether the consultation fund of the appropriate faculty has been fully tapped.
  - (c) Whether application has been made to other funding agencies.
  - (d) Whether the applicant is willing and able to use the funds to do fieldwork as well as attend a conference.
  - (e) The applicant's statement of the benefits he or she expects to obtain from attending the conference.

### **For Publication**

228. Assistance may be granted towards the preparation of research manuscripts for presentation to a publisher. To qualify for consideration by the Committee a manuscript must be of a specialized nature.
229. Assistance may be granted towards the publication of articles, monographs or other forms of written matter which are not likely to be published by other agencies.
230. The Committee shall seek the advice of qualified persons on whether or not the matter which is the subject of an application is worthy of being published.
231. The amount of the grant towards publication shall normally be a first charge against any returns such as royalties, sales, etc.

### **Accountability**

232. Recipients of awards are accountable for the use of these funds. Expenditure against the award must commence within one calendar year of the notification of the award unless approval is received from the Committee or its chair to carry the award beyond this period. Awards will be forfeited if expenditures have not commenced within the period specified.
233. Awardees will submit brief progress reports (less than one page) on each anniversary date of the award. A termination report of not more than three pages must be submitted by the beginning of the third semester following the agreed completion date.
234. Failure to comply with the terms of the award may exclude the recipient from consideration for future awards and may result in a report to the Board for Graduate Studies and Research.

### **Acknowledgements**

235. The recipient of a grant is required to acknowledge the support obtained from the Research and Publications Fund when the work is published.

## SECTION XV

### WEST INDIES GROUP OF UNIVERSITY TEACHERS (WIGUT)

236. On each Campus there is a trade union known as the West Indies Group of University Teachers (WIGUT) which is recognized by the University as the exclusive bargaining agent for the Academic, and Senior Administrative and Professional Staff, with the exception of the Vice-Chancellor, Pro-Vice-Chancellors, Principals, Deputy Principals, University Bursar, University Registrar, Campus Registrars, Campus Bursars, Deputy Campus Bursars who are excluded from the Bargaining Unit.

Note: Finance and General Purpose Committee has agreed that Deans of Faculties may retain membership of WIGUT but they are debarred from active membership (i.e. membership of the Executive Committee) during tenure of office. [ WIGUTs have expressed their disagreement with that decision].

### GRIEVANCE PROCEDURES

237. The WIGUT and the Council of the University have agreed that grievances arising out of the contract of employment and terms and conditions of service as stated in the Blue Book 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.
238. It is AGREED that the term "days" below does not include Saturdays, Sundays nor Public Holidays.

#### Individual Grievances

- 239 (a) The member(s) along with their Union Representative(s) present case in writing to the Head of Department or equivalent. Failing meaningful action within three (3) days of receipt of the case, then
- (b) the member(s) along with their Union Representative(s) take the case to the Dean or equivalent in non-Faculty sections, or

their nominee. Failing meaningful action within five (5) days of receipt of the case, then,

- (c) the member(s) along with the Union Representative(s) take the case to the Campus Principal. Failing meaningful action within (7) days, then
- (d) the case shall be referred to arbitration under the auspices of the Ministry of Labour. Arbitration shall be by a suitable independent and mutually agreed arbitrator or arbitrators whose decisions shall be final and binding on both parties. The parties agree that the arbitrator(s) shall be selected within ten (10) days of the receipt of the case. The terms of reference to be placed before the arbitrator(s) shall be mutually agreed.
- (e) If the parties fail to agree upon the selection of an arbitrator after ten (10) days of a 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) days following receipt of the list, to select an arbitrator 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 will be repeated and the remaining person shall be the arbitrator. However, if after seven 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 arbitrator shall be binding upon the parties.

Note: In (a) and (b) above when there is no appropriate officer, or the issue is not within the purview of such an officer, the procedure may move to the next stage

### **General Grievances**

240. (a) Union representatives take case to Campus Principal. No meaningful action within ten (10) days of receipt of the case, then
- (b) The matter is referred to the Ministry of Labour for a conciliation meeting within ten (10) days of receipt of the case under the Chairmanship of an Officer of the Ministry. If no solution reached, then

- (c) The case shall be referred to arbitration under the auspices of the Ministry of Labour. Arbitration shall be by a suitable independent and mutually agreed arbitrator or arbitrators whose decisions shall be final and binding on both parties. The parties agree that the arbitrator(s) shall be selected within ten (10) days of receipt of the case. The terms of reference to be placed before the arbitrator(s) shall be mutually agreed.
  - (d) If the parties fail to mutually agree upon the selection of an arbitrator after ten (10) days of a 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) days following receipt of the list, to select an arbitrator 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 will be repeated and the remaining person shall be the arbitrator. However, if after seven 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 arbitrator shall be binding upon the parties.
241. In cases where the matter is one for the University Centre (e.g. staff employed directly to the Centre) the Vice Chancellor shall take the place of the Campus Principal in 241(c) and 242 (a).
242. The parties agree that General Grievances could arise from disagreement on the interpretation of the Collective Agreement and from breaches of the terms and conditions of service stated in the Blue Book.

**- END -**

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