

**INDUSTRIAL AGREEMENT**

**BETWEEN**

**THE COLLEGE OF THE BAHAMAS  
&  
THE BAHAMAS PUBLIC SERVICES UNION  
JANUARY 1, 2005 – DECEMBER 31, 2009**

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## ARTICLE 1

### Recognition

- 1 The purpose and intent of this Agreement is to maintain and further a good relationship between the Employer and the members of the Union.
- 2 The Employer recognizes the Union as being the sole bargaining agent for non-faculty workers in its employ as listed in Schedule III for the purpose of collective bargaining in respect of wages, hours of work, and other conditions of employment including their general interests and welfare as employees of the Employer, with the exception of those employees who are designated Management, Faculty, and Temporary Employees.
- 3 The Employer acknowledges the right of the Union to include in its negotiating committee representatives who need not be employees or officers of the Union. The Union recognizes the right of the Employer to include any representatives it so chooses who need not be employees or officers of the employer to assist in the course of negotiations.
- 4 The maximum number of representatives at negotiating meetings in respect of the Union and Employer's representatives shall not exceed seven (7).
- 5 The Union recognizes that it is the right of the Employer to exercise all the prerogatives, powers and customary functions of management in all matters pertaining to the operation of the business provided, however, the Employer in the exercise of such rights does not violate the terms of this Agreement which shall in any event not be inconsistent with the said prerogatives powers and customary functions of management.
- 6 The Union shall notify the Employer in writing of the names of its Chief Executives and the names and appointment of its Shop Stewards.
- 7 The Employer undertakes likewise to inform the Union of the names of its Chief Officers responsible for Industrial Relations.
- 8 The Employer agrees to furnish the Union with a list of all employees falling within the bargaining unit as hereinafter described. The list shall include names, work location, job description, salary-scales and date of hire.
- 9 The Union and the Employer recognize that the Security Officers of the Employer can be members of the Bargaining Unit, but they shall not take part in any industrial action brought by the Union.

## ARTICLE 2

### Scope of Agreement

- 1 This Agreement is intended to promote the economic and efficient operation of the Employer, avoid industrial disturbances, achieve the highest level of employee performance consistent with safety, good health and sustained effort; and to this end, it provides for the continuation of employment in accordance with agreed hours of works, compensation and the working environment.
- 2 The provisions of this Agreement shall be binding during its continuance on: -
  - 2.1 The Union as Bargaining Agent and every employee in the Bargaining Unit for which the Bargaining Agent has been recognized.
  - 2.2 The Employer which entered into this Agreement and its successors or assigns.
  - 2.3 Any Trade Union that has been recognized in accordance with the provisions of Section (40) of the Industrial Relations Act, 1970.
- 3 In case of consolidation or merger of the Employer with some other body, representatives of the Employer and the Union shall meet without delay and negotiate the proper provisions for the protection of employees' seniority and other interests.
- 4 The successful operation of the business of the Employer is hereby declared to be of mutual interest to both parties, who desire to preserve, promote and improve industrial and economic relationships, safety and efficiency of the organization.

## ARTICLE 3

### Definitions

- 1 “Bargaining Unit” means all non-faculty employees of The College of The Bahamas with the exception of those designated as faculty and Management more particularly described and designated in Schedule II of this Agreement.
- 2 “Consultation” means the process subsequent to formal negotiations, whereby the Union and The College meet to discuss concerns and issues affecting conditions of employment governing employees in the Bargaining Union, but shall exclude grievance matters.
- 3 “Day Employee” means an employee who is not a shift employee who normally works between the hours of 9:00 a.m. to 5:00 p.m., or otherwise as specified in the Article on Flexible Work Schedule.
- 4 “Employee” means persons who have been confirmed in their employment with the College of The Bahamas and who form a part of the Bargaining Unit.
- 5 “Employer” means The College of The Bahamas unless otherwise stated.
- 6 “Management” means any individual having authority in the interest of the employer as defined in Schedule II.
- 7 “Overtime” means hours of work in excess of the standard work day of 8 hours
- 8 “Part-time Employee” means a person employed to work fewer hours per week than the normal hours of work specified in Clause I of Article 5.
- 9 “Per Diem” means daily allowances within and without the Commonwealth of The Bahamas.
- 10 “Public Holidays” means any day so declared a public holiday by the Government of The Bahamas
- 11 “Redundancy” means the termination of service of an employee when The College determines it necessary to eliminate a position due to lack of work, lack of funds, organizational changes or for other reasons not related to employee fault or misconduct as determined by this agreement.
- 12 “Shift Employee” means an employee, who normally works on shifts which rotate in immediate succession and cover a period of twenty-four hours.

- 13 “Shop Steward” means any employee of The College of the Bahamas appointed by the Union as a Representative.
- 14 “Temporary Employee” means a person hired to work on a specific Project, and to work for a specific period.
- 15 “Union” means The Bahamas Public Services Union unless otherwise stated
- 16 “Work Day” is between the hours of 9:00 a.m. – 5:00 p.m.
- 17 “Work Week” means Monday to Saturday, forty hours per week, with two days off, one being Sunday and any other day rostered.

**NOTE: Persons hired before December 31, 2005, who are required to work on a Saturday, will receive a shift premium of forty dollars (\$40) for every Saturday they work. Persons hired with effect from January 1, 2006, will not be entitled to the shift premium.**

## ARTICLE 4

### Employment

- 1 The College and the Union recognize the importance of maintaining the highest level of operational efficiency. In all matters pertaining to the engagement and promotion of staff, permanent employees shall be given first consideration.
- 2 It is the right of the Employer to determine and set out all qualifications and experience for selection and employment for vacancies or new positions and to recruit and hire to fill any of the classifications of work within the scope of this Agreement.
3. The Employer shall provide the Union with a copy of the job description, salary scales and classification of all positions, including supervisory management within its employment.
- 4 The Employer agrees to provide a current job description to each employee for the position to which he is assigned, at the time of the appointment or within one (1) month thereafter, which the employee will be required to sign. The Employer shall furnish a career path for each department under the Bargaining Unit and provide a copy to the Union.
- 5 Whenever a vacancy occurs in The College, the Employer shall post a vacancy notice on the staff notice boards and via Intranet internally, showing the qualifications and experience required for the information of the employees. Such notices shall be posted internally for a period of ten (10) working days before it is posted externally.
- 6 Whenever a new position occurs or is established by the Employer, the Employer shall post a vacancy on the staff notice boards and via Intranet internally and externally, showing the qualifications and experience required.
- 7 A copy of such vacancy with the required prerequisites shall be submitted to the Union at the time of posting.
- 8 Interested employees shall have the right to apply in writing, provided, however, that those applications are received within ten (10) working days of the date of posting of such vacancy notice. Employees shall be given first consideration for any vacancies or new positions for which they are qualified, subject to the provisions of Article 4.
- 9 All employees shall be allowed to review a copy of the College's relevant personnel policies and career path for each department/school/office, which shall be located in every department/school/office of the College.

- 10 The Union shall be consulted on matters related to salary scales for new job categories that fall within the Bargaining Unit.
- 11 The Employer agrees that it shall not eliminate any job classification within the Bargaining Unit without prior consultation with the Union.
- 12 The Employer agrees that it shall not assign management personnel on a full-time permanent basis to perform duties ordinarily undertaken by members of the Bargaining Unit, and shall not normally assign Bargaining Unit personnel on a full-time permanent basis to duties ordinarily undertaken by management personnel except:
  - 12.1 during a national catastrophe
  - 12.2 for training purposes
  - 12.3 during an industrial dispute
  - 12.4 any other legitimate circumstances including retrenchment of the operations of the Employer
- 13 Employees shall be allowed to inspect in the presence of a representative of the Employer and the Union their personnel files if a grievance exists between the respective employee and the Employer.
- 14 All adverse items to be put on an employee's file, shall be copied to the employee.

## ARTICLE 5

### Hours of Work

- 1 The standard work week shall be forty (40) hours. The standard work day shall be eight (8) hours inclusive of a lunch hour.
- 2 The normal working hours for Day Employee shall be between 9:00 a.m. to 5:00 p.m.

### Shift Employees

- 3 Security Officers shall work shifts of eight (8) hours daily as follows inclusive of a lunch hour:
  - 3.1 Shift 1 8:00 a.m. to 4:00 p.m.
  - 3.2 Shift 2 4:00 p.m. to 12:00 p.m.
  - 3.3 Shift 3 12:00 p.m. to 8:00 a.m.
- 4 A shift employee shall be allowed a one (1)-hour lunch break providing that the shift is properly relieved. Provision for relief should be assured. If not relieved, the supervisor should be informed
- 5 All shift employees whose normal rostered day off coincides with a public holiday and who are not required to work on that day shall be granted a further day off in lieu of the public holiday.
- 6 All shift employees who are required (but not rostered) to work on a public holiday on normal shift duty, shall be paid at a rate of double time or granted two days off in lieu of the public holiday, if requested by the employee. Those rostered to work on public holiday shall be paid at the rate of one and half (1½) time.
- 7 Where property is manned for 24 hours, a minimum of two guards per station (work area) shall always be scheduled on duty during the period midnight to 8:00 a.m. In addition, a supervisor will also be assigned for this shift. In respect to all other period, a minimum of one guard per station shall be assigned.
- 8 Employees completing shift 3 (12 midnight to 8:00 a.m.) shall not be required to begin shift 2 (4:00 p.m. to 12 midnight) at the next roster timetable, but instead shall be rostered to begin duties on shift one (8:00 a.m. to 4:00 p.m.), unless requested by the employee.
- 9 Time worked by a shift employee before or after his normal shift shall be paid at the rate of time and one half.

- 9.1 If called upon to work on his on his/her normal rostered day off, a shift employee shall be paid for hours so worked at the rate of double time.

### Meal Periods

- 10 Employees are entitled to a meal period not to exceed sixty (60) minutes.
- 11 Employees who are asked to work through their lunch hour by their supervisor shall be given a 15 minute break and shall be allowed to leave the job one hour earlier than the established time. In cases where the job cannot be completed within the normal quitting time, a meal will be provided and overtime will be paid at one and one half (1½) time for hours worked. A meal will only be provided if the employee works at least three (3) hours beyond the normal quitting time.

### Additional Banking Hour

- 12 It is agreed that an additional banking hour may be granted once per month, as scheduled by and at the discretion of the supervisor.

### Break Periods

- 13 Employees are entitled to two (2) fifteen minute break periods, one in the morning and one during the afternoon. Breaks should be approved by the supervisor/manager.
- 14 Break periods are not cumulative, and cannot be used at the beginning or end of a work day, or a meal period.

### Flexible Work Schedule

- 15 When operational conditions allow, the Employer may initiate a flexible work schedule for Day Employees.
- 16 The Flexible working hours shall range between 7:00 a.m. and 11:00 p.m.

17 Working periods shall be as follows:

17.1 7:00 a.m. to 3:00 p.m.

17.2 8:00 a.m. to 4:00 p.m.

17.3 8:30 a.m. to 4:30 p.m.

17.4 9:00 a.m. to 5:00 p.m.

17.5 9:30 a.m. to 5:30 p.m.

17.6 10:00 a.m. to 6:00 p.m.

17.7 11:00 a.m. to 7:00 p.m.

17.8 12:00 noon to 8:00 p.m.

17.9 12:30 p.m. to 8:30 p.m.

17.10 1:00 p.m. to 9:00 p.m.

17.11 1:30 p.m. to 9:30 p.m.

17.12 2:00 p.m. to 10:00 p.m.

17.13 2:30 p.m. to 10:30 p.m.

17.14 3:00 p.m. to 11:00 p.m.

18 The employee may select flexible working hours as outlined in section 17 above, which must be approved in writing by the Employer.

19 The Employer shall pre-select the starting time, schedule the employee accordingly and maintain a roster of the employees selected to work on the flexible work schedule. Each employee shall be rostered for a period of not less than one (1) week. Notice being given at the beginning of each month

**NOTE: Where there are pre-existing situations where persons are currently rostered for less than or more than a week, changes may be made after consultation between management and the union**

### Half Day

- 20 For the purpose of attendance, half day shall be considered four (4) hours after commencing.

### Flexi-Departments

- 20 In order to enhance services offered and to provide greater efficiency, the College and the Union agree to the establishment of flexible work schedules to include Saturdays and Sundays for employees in the following departments.

20.1 Management and Information Services

20.2 Library & Instructional Media Services

20.3 Bookstore (Chapter One)

20.4 Cafeteria

20.5 Physical Plant

20.6 Business Office

20.7 Schools

- 21 Hours of operation for the period 2005 to 2009 will be as outlined in the Clause on Flexible Work Schedule.

## ARTICLE 6

### Overtime

- 1 The College and the Union agree that, due to the nature of the College's operations, it may become necessary for the College, from time to time, to request its employees to work beyond the assigned eight (8) hours.
- 2 Whenever operational conditions require an employee to work in excess of the, assigned eight (8) hours, they shall be paid overtime at a rate of one and one half times their basic rate of pay and twice the basic rate after 10:00 p.m.
- 3 Where an employee is required to work on his/her day off or on a public holiday, he/she shall be paid twice his/her basic rate of pay for all such hours worked.

### Meal Vouchers

- 4 Overtime meal vouchers shall be provided to all employees who worked overtime in excess of three (3) consecutive hours after their normal-working hours. Meal vouchers shall not exceed seven (\$7.00) dollars.

## ARTICLE 7

### Probation

- 1 All new employees hired by the Employer shall be under probation for a period of six (6) months commencing with the first date of employment. While under probation an employee may be terminated and shall have no recourse to the provisions of this agreement.
  
- 2 At the end of the probationary period, the Director, Human Resources shall inform the employee of his/her status with the Employer. Failure to inform any probationary employee of his/her status after the expiration of the probationary period within one (1) month will result in such employee being automatically confirmed in her/her position.
  
- 3 An evaluation of performance will be conducted during the third (3) month of probation.

## ARTICLE 8

### Temporary Employee

- 1 A Temporary employee is a person engaged for specific project for a limited period with a definite understanding that his/her employment is to cease upon completion of the project, or, the expiration of a stated period. With the exception of persons who are hired for specific projects which may exceed one (1) year in duration, no employee shall continue to be classified as temporary for a period in excess of one (1) year.
- 2 An employee who is being engaged in a permanent position following one (1) year as a temporary employee and who is being assigned to similar work, would not be required to serve a probationary period, provided his performance was satisfactory over the temporary period.
- 3 Where a temporary employee becomes permanent after a continuous period, years of service with The College will be retroactive to the first day of temporary employee service, provided the employee was engaged as a temporary employee in a permanent position.
- 4 Temporary employees shall not be eligible for vacation but instead shall receive vacation pay of 4% of gross earnings.
- 5 The College shall inform the Union when persons are engaged as temporary employees in permanent positions.

## **ARTICLE 9**

### **Part-time Employee**

1. "Part-time Employee" means a person employed to work fewer hours per week than the normal hours of work specified in Clause I of Article 5.
2. With respect to part-time employees, Sick Leave shall not exceed ten (10) working days per annum on full-pay and is non-accumulative.
3. Part-time employees shall be entitled to annual paid vacation pro-rated on the basis of the full-time leave entitlement as specified in Article 24, Clause 5.

## ARTICLE 10

### Performance Review

- 1 All employee evaluation forms must be discussed with the employee. After the discussion the following stages must occur before the evaluation forms are sent to the Human Resources department:
  - 1.1 Stage I
    - 1.1.1 In the case of a Supervisor conducting the interview, the evaluation forms will be forwarded to the Director for his/her review and/or comments. The Director will then forward the evaluation forms to the relevant Vice President for his/her review and/or comments.
    - 1.1.2 In the case of the Director directly conducting the interview, the evaluation forms will be forwarded to the relevant Vice President for his/her review and/or comments.
  - 1.2 Stage II
    - 1.2.1 The supervisor must allow the employee to review the comments by the Director and the relevant Vice President.
    - 1.2.2 The Director must allow the employee to review the comments by the relevant Vice President.
  - 1.3 Stage III
    - 1.3.1 Once Stages I and II are completed, the employee will sign his/her evaluation form to indicate that the evaluation was either discussed and reviewed and agreed or not agreed. The employee must be given a copy of said evaluation form. A copy of the performance review shall be placed on his/her personal file as a permanent record. If there are any changes made to the original form, it should be brought to the attention of the employee and a new evaluation form with correct information shall be completed. The evaluation form is not official unless all of the stages are strictly adhered to.
- 2 Employees shall be subject to periodic performance reviews, based upon criteria related to their job performance, skills and professional development. Employees shall be reviewed at least three (3) times each year- a goal setting, an interim and an annual review.

- 3 The Annual Performance Review exercise of every employee under the Bargaining Unit will take place on their anniversary date of employment at the College
- 4 Each Supervisor shall make an annual assessment of the performance, conduct and potentialities for career development of the employee under his/her supervision and shall discuss their outcomes with the employee and make specific suggestions for improvement, where appropriate, in any aspect that is not entirely satisfactory.
- 5 The employee will sign his evaluation form to indicate that the evaluation was either discussed and agreed or discussed and not agreed. A copy of the performance review shall be placed in his/her personal file as a permanent record.
- 6 The College in consultation with the union retains the right to amend the review forms and procedures. Employees shall be provided no less than thirty (30) days notice of modifications and changes in the review procedures.
- 7 An employee shall have the right to grieve an evaluation in accordance with the grievance procedure Article.
- 8 Upon completion of the grievance process the results would be considered as the final evaluation, which will be place on the employees file and the grieved form removed.

## ARTICLE 11

### Increments

- 1 Increments will be awarded to deserving employees provided their overall performance during each year fully meets the objectives for the accomplished period and provided increments are available in their respective scales.
- 2 All increments during the life of the agreement must be earned.
- 3 All employees under the Bargaining Unit will be eligible for an increment after one year of service.
- 4 An employee must earn his/her increments by achieving a minimum standard of satisfactory performance and by discharging his/her duties with efficiency, diligence and fidelity.
- 5 The procedure to grant increments is as follows:
  - 5.1 Eight (8) weeks before the incremental date, the immediate Supervisor of the department will prepare an appraisal with the appropriate recommendations and forward to the Director/Chair who will then forward it to the Director of Human Resources.
  - 5.2 The appraisal form in respect of each employee must show the immediate supervisor's assessment of the employee.
  - 5.3 The appraisal will not be considered as official until it is signed by the Director/Chair and relevant Vice President where applicable
- 6 Supervisors will meet with employees at least three (3) times during the annual period of review. If during the course of the year the employee displays conduct that would lead to an increment not being paid, the employee will be informed, in writing, by the supervisor, and given the opportunity to improve the deficient conduct. If after an entire performance review process within the period, there is no improvement, increment will not be paid.
  - 6.1 Where possible, supervisors must assist their employees in improving the level of performance.
  - 6.2 Decisions regarding payment/non-payment of increment will be communicated to the employee by the Human Resources Department
- 7 Employees at the maximum of their salary scale for two years, with an above average performance consistently will be granted a one-time payment equivalent to one year's increment in accordance with the salary scale.

## ARTICLE 12

### Promotion & Posting

- 1 The Employer must judge the requirements of any job and the suitability of any employee or candidate for employment to fill the requirements of the job in compliance with the following promotion policy.
- 2 One of the criteria for promotion is that selection would be made on the need, not only to fill existing vacancies, but also to maintain high standards of efficiency and productivity. The Non Faculty Promotions Committee will take into account qualifications, experience and merit, as well as seniority.
- 3 Seniority ought not to be confused with experience and will only be a factor where employees are considered to be of equal ability and merit.
- 4 The appraisal system will form the basis of assessing experience and merit. Letters of commendations and other such indications of professional competence will be taken into account. Discipline as sickness records will also be factors of consideration.
- 5 Decisions related to promotions shall be based on but shall not be limited to the following:
  - 5.1 Qualifications
  - 5.2 Ability
  - 5.3 Efficiency
  - 5.4 Job Knowledge
  - 5.6 Merit
  - 5.7 Seniority
  - 5.8 Training
  - 5.9 Physical Fitness
- 6 When employees are graded equally in every aspect then preference shall be given to the employee with the greater seniority.
- 7 An employee who is unable to accept a promotion shall be superseded but shall remain eligible for consideration at the next round of promotions.

## **ARTICLE 13**

### Transfer

- 1 The College may make changes in posting or facilitate transfer according to the exigencies of the institution's needs or other circumstances.
- 2 An employee who was transferred to another department for a period of three months or less will be evaluated by the past supervisor.
- 3 An employee may request a transfer to another agency of the Government through his/her immediate supervisor, who will then forward request to the Human Resources Department, who will copy to the Union.

## ARTICLE 14

### Education

- 1 All employees are encouraged to improve their educational and professional standards and skills. While the Employer is prepared to initiate or facilitate training if the programme is of value to the organization; all training must have prior approval of Non-Faculty Development Committee before commencement.
- 2 When an employee undertakes a course of study that is not work related to his/her department that may be in his/her own interest, and for which the Employer is not prepared to give financial support, he/she may be granted leave without pay. When such leave of absence is approved, there would be no break in service. The period of such leave of absence shall vary, and may be extended in special circumstances.
- 3 The College shall provide assistance for employees who on a part-time or full time basis wish to:
  - 3.1 pursue approved courses or a specific programme of study at The College of The Bahamas up to the Doctoral level
  - 3.2 pursue an approved specific course of study up to the Doctoral level at another institution, where the course of study either:
    - 3.2.1 leads to professional certification not offered at The College or
    - 3.2.2 has a content that is outside The College's offerings
- 4 Programmes of study at the Associate Degree, the Bachelor's level and the Master's level must be approved by the Non-Faculty Development committee.
  - 4.1 In order for employees to receive reimbursement, tuition fee waiver or compensation, courses of study must have been approved by the Non-Faculty Development Committee.
- 5 Before an officer is released for courses offered during working hours, e.g. day release, seminars or full-time awards, the following conditions must be met:
  - 5.1 There must be a foreseeable need for an officer with the type of training proposed.
  - 5.2 It must be convenient to spare the officer.

- 5.3 The employee selected must possess the potential for successfully completing the course.
- 6 Programmes of study for which payment or reimbursement may be made on behalf of employees fall into three categories:
  - 6.1 Seminars and other short courses
  - 6.2 Time off
  - 6.3 Evening/Weekend Classes

### Eligibility

- 7 All full-time non-faculty who have been employed by The College for at least two (2) years, and have been successful in gaining entry into a relevant programme on a part-time basis at The College of The Bahamas.
- 8 All full-time non-faculty who have been employed by The College for at least two (2) years, having been successful in gaining entry into a relevant programme on a part-time basis at an institution other than The College of The Bahamas. The course or programme at the institution must be approved by The College's Non-Faculty Development Committee. In general, approval will not be given if programme available at The College
- 9 All full-time non-faculty who have been employed by The College for at least three (3) years, having been successful in gaining entry into a relevant full-time course programme at The College of The Bahamas or another degree granting institution. The course or programme and institution must be approved by The College.

## ARTICLE 15

### Tuition Fee Reimbursement

- 1 It is agreed that Tuition fee reimbursement will only be given for programmes and courses of study that are approved in advance by the Non-Faculty Development Committee.
  - 1.1 For courses taken at The College of The Bahamas, a full reimbursement of tuition fees will be made upon proof of satisfactory completion, namely a letter grade of "C" or above. Note the grade must be a "C" or above not a "C-".
  - 1.2 For courses taken at institutions other than The College of The Bahamas, The College will only pay reimbursement of tuition fees at the same level as those fees charged at The College upon proof of satisfactory completion, notwithstanding that the course(s) might have been via distance/distributed learning
  - 1.3 In cases where The College mandates that a staff member pursue a particular programme, The College will then reimburse for that programme in full, other than where it was required for the post.
- 2 It is agreed that persons who have been approved by the Non-Faculty Development Committee will be eligible to apply for a day off on the day when an exam is scheduled on study leave form.
- 3 It is agreed that persons are eligible to apply for one "study" day off to prepare for the final exam during the examination period, exclusive of the Summer Semester.
- 4 It is agreed that employees who are enrolled in courses without the approval of the Non-Faculty Development Committee may apply for vacation or special leave to write their examinations.

### Bonding

- 5 It is agreed that persons receiving study grants, reimbursement of tuition fees, tuition waiver, tuition paid in advanced, or given time off to attend classes will be bonded as follows:
  - 5.1 One (1) Semester - One (1) semester of service
  - 5.2 One (1) Year - One (1) year of service
  - 5.3 Two (2) Years - Two (2) years of service
  - 5.4 Three (3) Years - Three (3) years of service

- 6 It is agreed that all candidates who receive paid study leave will be bonded to the College as follows:
- 6.1 One (1) Semester - Two (2) semesters of service
  - 6.2 One (1) Year - Eighteen (18) months of service
  - 6.3 Two (2) Years - Three (3) years of service
  - 6.4 Three (3) Years - Five (5) years of service
- 7 It is agreed that in cases where persons **do not** complete their programme of study within the period granted for study leave (including extensions), **and do not return** to The College to resume their duties, they will be required to pay immediately to The College all monies as certified by The College as being the total amount disbursed from college funds in connection with the course of study at the approved university, together with interest at six percent (6%) per annum.
- 8 It is agreed that failure to comply with the stipulation as outlined in the bond document will result in legal action. Any legal fees incurred as a result of such action will be borne by the employee concerned.

#### Non-Faculty Development Committee

- 9 The Non-Faculty Development Committee shall consist of the following:
- 9.1 President
  - 9.2 Executive Vice President
  - 9.3 Relevant Vice President
  - 9.4 Relevant Head of Department/School
  - 9.5 Elected Departmental Representatives to serve for a minimum of two (2) years
  - 9.6 Director, Employee & Industrial Relations
  - 9.7 Director, Human Resources
  - 9.8 Secretary, College Council
  - 9.9 Senior Shop Steward, BPSU

## ARTICLE 16

### Training

- 1 The Employer and the Union recognize and agree that all forms of training are important for the improvement of efficiency, discipline and good industrial relations and shall cooperate fully whenever possible in the formulation of training programmes related to the Employer's functions.
- 2 The Employer agrees that programmes for further training and retraining shall be offered to employees to enable them to acquire new skills made necessary by technological changes and to enhance career prospects.

### Cross Training

- 3 The Employer and the Union recognize and agree to a cross training programme. Such programme will give the employee an acquisition of new skills and opportunities and will ignite a new spirit that will enable the engagement of a wider range of task which will enhance productivity.
- 4 It is agreed that clerical and select support staff members should be identified by volunteering or with the nomination of relevant department heads for cross training opportunities across relevant departments.
- 5 It is agreed that where possible such cross training might take place across portfolios with the agreement of the relevant Vice President in conjunction with the Human Resources Department.
- 6 It is agreed that the stints should extend for a minimum of three (3) months and should require clear guidelines for monitoring of performance and debriefing sessions with the staff members concerned.
- 7 It is agreed that if arrangements are mutually beneficial opportunities for the extension of the programme should be explored and agreed by all involved.
- 8 The Employer shall notify the union of its training and educational programmes and where possible shall invite the Union's participation and consultation in the development of such training and educational programmes.

## **ARTICLE 17**

### Waiver of Tuition Fees for Employees

#### Types of Assistance

- 1 It is agreed that assistance may be given to employees in the form of one (1) or more of the following:
  - 1.1 100% Tuition Waiver for dependents of employees COB (see relevant Clause below)
  - 1.2 Tuition fee reimbursement (COB 100%, other Institution 50%)
  - 1.3 Advance payment of tuition fees
  - 1.4 Payroll deduction
  - 1.5 Discount in tuition
  - 1.6 Paid study leave
  - 1.7 Study grant
  - 1.8 Time off to attend classes
  - 1.9 Travel grants
  - 1.10 Warm clothing allowance, if applicable (max \$500)
  - 1.11 Book allowance (max \$500)

### Waiver of Tuition Fees for Dependent Children of Employees

- 2 It is agreed that tuition waivers will be available to dependent children of all employees who meet the criteria.
- 3 It is agreed that all members having served The College in excess of three (3) years are eligible to tuition waiver for their dependent children up to the age of twenty-five (25), who are registered full-time students. Tuition waiver will be granted for a maximum of four (4) years and a maximum of three (3) dependents.
- 4 It is agreed that dependent children of employees with at least three (3) years of service who died in the service of The College or who have been medically boarded will be entitled to tuition waiver.

- 5 It is agreed that dependent children of employees who have retired will also be entitled full tuition waiver.
- 6 It is agreed that tuition waiver will only be granted to students who maintain a Grade Point Average of 2.0. Each semester students must show evidence (transcript) of having maintained the required GPA.
- 7 It is agreed that dependent children in receipt of tuition waiver who are suspended for reasons of social misconduct will not be eligible for tuition waiver upon their return.
- 8 It is agreed that dependent shall mean a child, a legal ward, a step-son or step-daughter of a member of the faculty or staff of The College, under the age of twenty-five years, who is wholly or partially dependent on the income of the member of faculty of staff.
- 9 It is agreed that Article 17 cannot be applied retroactively with respect to reimbursement for courses done in the past.

## ARTICLE 18

### Sick Leave

- 1 The Employer shall grant sick leave from time to time when an employee is ill or incapacitated to a degree where he/she is unable to perform his/her duties. However, when an employee is absent due to illness he/she is responsible for immediately, or as soon as practicable, reporting the reason for his/her absence to his/her supervisor.
- 2 For monthly paid employees, such leave shall not exceed twenty (20) working days per year on full pay and is non-accumulative.
- 3 Provided there is a reasonable prospect of eventual recovery, supported by medical certificates, sick leave in excess of twenty (20) working days may be granted on full pay to the extent of all full-pay leave due. After exhaustion, as sick leave, or all full-pay leave due, seven-eighths salary may be paid for sick leave for periods up to an inclusive total of six months absence from duty. In the event of more than six months incapacity, sick leave on half-pay may be granted up to a maximum of a further six months. In the event of more than one year incapacity, unpaid sick leave may be granted up to a further six months. Any employee who exhausts his/her entire eligibility for sick leave on full, seven-eighths and half-pay shall be deemed permanently disabled and immediately medically boarded and his service with the employer shall thereupon be terminated.
- 4 An employee who is on extended sick leave may at any time be required by the Employer to submit himself for medical examination by an approved Medical Practitioner for the purpose of determining if there is a reasonable prospect of eventual recovery.
- 5 Where an employee is on extended sick leave at the end of a calendar year, he shall not be eligible for full-pay leave in respect of the ensuing year unless and until he first returns to active duty. Further sick leave may be granted up to a maximum of six months on three-quarters (3/4) pay.
- 6 The Employer shall grant up to two (2) working days sick leave without requiring the submission of a medical certificate up to an aggregate of eight (8) working days in a calendar year. However, the Employer reserves the right upon giving prior notice, if the circumstances require it, to require an employee to produce a medical certificate after repeated absences even if he has been absent for less than two days in any one month. Any sick leave granted under this section shall be deducted from the total sick leave eligibility.
- 7 In the case of sick leave extending beyond two (2) days, the employee, immediately or within 72 hours, shall furnish the employer with a statement from the attending physician stating that the employee is

medically unfit to resume his normal work duties during the days in question. The Director, Human Resources may utilize security services to ascertain the whereabouts of an employee.

- 8 Weekends and public holidays falling within a period of sick leave shall count as days of sick leave covered by the statement from the physician. However, such weekends and public holidays shall not be deducted from employee's sick leave entitlement.
- 9 Salary will automatically be deducted from an employee who does not provide a medical certificate to cover his/her entire period of absence if he/she has been absent for more than two consecutive working days.
- 10 A replacement for an employee on sick leave shall be considered a temporary employee.
- 11 In cases where the employee is returning from sick leave but must work in a limited capacity, the physician's statement must clearly state the work limitations and time frame. If the work limitation keeps the employee from performing the duties for which he/she is contracted to do, the Employer would consider whether the employee should have further sick leave or be medically boarded. No employee will be allowed to resume work until the above requirements are fulfilled. Approval for an employee to work in a limited capacity must be granted through the Director of Human Resources Department.

## ARTICLE 19

### Maternity Leave

- 1 All female employees after the completion of one (1) year's service will be granted 12 calendar weeks maternity leave which shall be for a continuous period including the week of confinement and shall be at full pay.
- 2 Every female employee shall submit to the office concerned such applications and doctor's certificate confirming date of confinement as may be necessary to establish the eligibility for the maternity benefit.
- 3 No maternity leave shall be granted more than once every three (3) years, nor shall it be granted before an employee has served for one (1) year.
- 4 Where an employee has exhausted all maternity leave, she may qualify for sick leave provided a medical report is presented.
- 5 A replacement for an employee on maternity leave shall be considered a temporary employee.
- 6 The College is committed to ensuring that pregnant employees do not suffer any adverse effects on their health, safety and welfare because of their working environment and job responsibilities. If there are risks to the health or safety of the pregnant employee, as presented by the employee and confirmed by a qualified medical doctor, steps will be taken to adjust the employee's working conditions and responsibilities.
- 7 An employee returning from maternity leave shall have the same job classification that she had prior to maternity leave, unless otherwise agreed by the employee or Supervisor/Manager of the department and the Union.
- 8 Maternity leave without pay shall be granted where the employee is not eligible for paid leave.
- 9 Employees on Maternity Leave will be paid in accordance with the provisions of the National Insurance Act.

### Paternity Leave

- 10 All married men shall be granted five (5) working days paid paternity leave, at the time of the birth of a child, on presentation of evidence of childbirth. Such leave will be granted not more than once every three (3) years; and the employee should have served for one (1) year.

## **ARTICLE 20**

### **Adoption Leave**

- 1 Employees are eligible for paid adoption leave after one (1) year (12 months) of full-time service. Documentation providing evidence of the adoption should accompany the application for leave.
- 2 Normally, adoption leave at full pay will not be granted more than once every three (3) years. However, employees with eight (8) or more years of service who have not previously been granted paid adoption leave may be considered for adoption leave at full pay once every two (2) years.
- 3 Employees who adopt infants from 0 to 9 months of age are entitled to six (6) weeks of adoption leave.
- 4 Employees who adopt infants from ten (10) months to five (5) years of age are entitled to three (3) weeks of adoption leave.
- 5 Employees who adopt children over five (5) years old may apply for leave under the provisions in the Special Leave Policy.

## ARTICLE 21

### Compassionate Leave

- 17.1 If a death in the family of the employee is that of a father, mother, grandparent, son-in-law, daughter-in-law, parent-in-law, foster parent, step parent, husband, wife, child, brother, sister or legal dependent, The College shall grant leave up to six (6) working days with pay.
- 17.2 If a death in the family of the employee is that of a sister-in law, brother-in law, aunt, uncle, niece or nephew, The College shall grant leave up to a maximum of four (4) working days per calendar year with pay.
- 17.3 The fact of a death in a family, as referred to in this Clause does not entitle an employee to the maximum of an absence of six (6) working or four (4) working days with pay, but only such period aside from the day of the funeral as is necessary to travel or to make requisite arrangements. In exceptional circumstances, The College may consider extending the maximum leave. In case of travel, up to an additional two (2) days may be granted.
- 17.4 Compassionate Leave must be applied for and taken prior to the burial but in special circumstances a portion of the leave may be granted after the burial.

## ARTICLE 22

### Special Leave

- 1 The Employer may grant leave of absence with or without pay under special circumstances.
- 2 Applications for the grant of leave on the grounds of urgent private affairs, which include floods, fire, other natural disaster illness in one's immediate family up to a maximum of six (6) working days per year must be accompanied by a statement of reasons where possible evidence of the emergency for which the leave is required. All information will be treated as confidential.
- 3 An employee representing the country may be granted leave in addition to vacation leave for the purpose of taking part in a sporting or cultural event. The length of the leave will be determined by taking into account the number of days required for travelling to and from the place arranged for the event. Any extra days will be deducted from vacation leave.
- 4 An employee shall return to work immediately upon the completion of his leave of absence. Any failure to do so, extending beyond three (3) working days shall be considered a voluntary resignation unless he had previously applied for and been granted an extension of leave from the Employer.
- 5 Employees who are appointed members of Government Boards and/or Committees may request time off from work with pay to attend such meetings. Such request shall be subject to prior approval of management on each occasion.

## **ARTICLE 23**

### Union Leave

- 1 Any employee selected or elected as a delegate to any labour industrial relations programme pertaining to the affairs of Union necessitating a leave of absence, may be granted up to three (3) months leave with pay at the discretion of the Employer.
  
- 2 Any employee returning to work after paid or unpaid leave of absence granted under this Article shall be re-instated in his/her former position or in the event that his/her former position is no longer available, to a position consistent with his/her ability and previous experience and seniority, and his/her salary shall be the same as he/she would have been paid had he/she not been granted such leave of absence.

## ARTICLE 24

### Vacation Leave

- 1 The entitlement for annual leave shall accrue after one year of continuous service with the Employer.
- 2 The College shall grant up to five (5) working days of the first year's entitlement six months after employment.
- 4 Vacation leave shall not be accumulated in excess of twelve (12) weeks or three (3) years accrued entitlement.
- 5 Leave shall be taken subject to the operational circumstances and the Employer shall have the right to vary the leave dates by giving thirty (30) days notice to the employee affected prior to the date of commencement of the approved period and for reasons due to the requirement of the service.
- 5 Employees are eligible for annual paid vacation leave in accordance with the following schedule:
  - 5.1 Employees with one (1) to three (3) years of continuous service, fifteen working days.
  - 5.2 Employees with four (4) to ten (10) years of continuous of service, twenty working days
  - 5.3 Employees with ten (10) to twenty-four years of continuous service, twenty-five working days.
- 6 Should a Government recognized holiday fall within the period of annual leave granted, an additional day shall be added to the number of workdays of annual leave.
- 7 Employees terminating their employment shall be paid the accrued vacation entitlement on a pro-rated basis up to the date of termination.
- 8 Any approved vacation leave not taken when due shall be forfeited, except in specific circumstance where, through no fault of the employee, the Employer was unable to grant the leave.
- 9 Vacation must be approved by the Employer, and so far as practicable, must be taken in periods of not less than *five (5) working days* except in special circumstances as should be explained by the employee requesting vacation.
- 10 Applications for vacation leave shall be submitted at least one (1) month prior to the date the vacation is due. In special circumstances, the Employer may accept applications on a date later than the period referred to above.

- 11 An employee who falls ill while on vacation leave shall be eligible for sick leave with effect from the beginning of the certified incapacity. He/She shall first furnish the employer with a statement from the attending practicing medical doctor stating that he/she is medically unfit for duty. A definite time period for illness must be given. The Employee shall not, however, be permitted, if he/she is within The Bahamas, to resume his/her vacation leave unless he/she first returns to work on the termination of the sick leave. If the sick leave extends beyond the approved vacation leave, the employee shall return to work at the expiry of the sick leave.
- 12 An employee who commences work no later than the 15th of the month shall be deemed to have worked a calendar month for vacation purposes.
- 13 Where an employee has submitted a vacation leave request which was approved in writing but subsequently cancelled by the Employer in writing and the employee suffers monetary loss as a result of non-refundable travel arrangements, the Employer shall reimburse the loss provided that the likelihood of such loss was made known in writing by the employee not later than the time the vacation leave was cancelled. The employee shall provide documentary proof of vacation arrangements in order to benefit under this clause.
- 14 A replacement for an employee on vacation leave shall be considered a temporary employee.
- 15 Employees who are on study leave shall not be entitled to vacation during the period of the study leave.

## **ARTICLE 25**

### Unpaid Leave of Absence

- 1 Subject to the exigencies of the service, unpaid leave of absence without loss of benefits may be granted under exceptional circumstances. Applications for unpaid leave must be made within a reasonable time prior to the commencement of such absence, except in cases of emergencies or unforeseen circumstances.
  
2. Where leave is less than thirty (30) days, approval may be granted by relevant Vice President; where leave is more than thirty (30) days, the application must be forwarded to The College Cabinet by relevant Vice President for approval

## **ARTICLE 26**

### Voting Leave

- 1 Employees voting in a general election are entitled to time-off from work with pay for a period not to exceed two (2) hours in length.
- 2 Employees who are members of the Bargaining Unit voting in the Union's election are entitled to time-off from work with pay for a period not to exceed two (2) hours in length.
- 3 Permission for time off to vote should be made to the immediate supervisor two (2) days prior to Election Day.

## **ARTICLE 27**

### Industrial Injury

- 1 Any employee who is injured on the job must immediately report same to his/her immediate supervisor. The immediate supervisor must report such accident immediately to the School/Department Head who will officially inform the Human Resources Department. Human Resources will inform the Union's Shop Stewards.
- 2 Claims for medical expenses arising from an injury sustained while on duty shall be processed in accordance with the National Insurance Industrial Injury Benefit provisions and the Employer's Medical Insurance Plan.
- 3 When an employee suffers a disabling work injury properly certified by a registered medical doctor, he/she shall be paid at his/her normal rate of pay from the first day after the work injury for a period not exceeding 40 weeks with no loss of sick leave benefits, provided that the injury was not caused by negligence of the employee.
- 4 An employee may at any time during his/her absence due to injury be required to submit him or herself for medical examination by a medical practitioner as assigned by the Employer.
- 5 The pay during such leave shall be adjusted by the Employer pursuant to the provisions of the National Insurance Act.
- 6 When the employee returns to work after recovering from the injury he/she shall be reinstated in the position he occupied at the time of the injury or given alternative work of a comparable nature without loss of pay or seniority.
- 7 Any employee, who suffers an accident while on duty, shall not have time deducted from his sick leave entitlement.
- 8 A replacement for an employee on leave because of industrial injury shall be considered a temporary employee.

## ARTICLE 28

### Substance Abuse

- 1 The Employer and the Union recognize that drug and alcohol abuse can have serious effects on an employee's productivity and job performance, pose risks to the safety of the employee and his/her co-workers, and serve to undermine the public's confidence in and reputation of The College.
- 2 In the best interest of the employee and The Employer, drug addiction or dependency should be diagnosed and treated at the earliest possible stage.
- 3 In the first instance, the employee is responsible for seeking a diagnosis of his/her problem and for accepting treatment. The College will allow such employee to use available sick leave and vacation leave in order to receive treatment, provided that a Professional Counsellor or Psychiatrist confirms that the employee is making progress in overcoming his/her problem. The cost of this initial diagnosis will be borne by the Employer.
- 4 The Employer shall assume responsibility for rehabilitating an employee for a period up to but not exceeding ninety (90) days in each instance, and after such period determine if the employee is fit to resume work or not.
- 5 Supervisors or the employer must keep private and confidential all matters regarding the diagnosis, referrals, treatments, etc. of individuals who may have a substance abuse problem.
- 6 The role of the Chairperson/Director/Supervisor is to monitor employee's performance and productivity. Hence, they must not accuse an employee or try to identify problems that they feel an employee may be experiencing. Chairpersons/Directors /Supervisors should:
  - 6.1 Observe and monitor performance.
  - 6.2 Keep written records of the same.
  - 6.3 Verbally counsel the employee.
  - 6.4 Refer the matter to the relevant Dean/Vice President when no success is achieved from the above.
- 7 The relevant Dean/Vice President will consult simultaneously with the Union, the Director, Human Resources; the Director, Employer & Industrial Relations, and the Chairperson/Director/Supervisor concerning further counselling and assistance for the employee.

- 8 The Director, Human Resources, and Director, Employer & Industrial Relations, in consultation with the Union, the relevant Dean, Chairperson/Director/Supervisor, will make a recommendation to the Executive Vice President to terminate the employee's services if:
  - 8.1 The employee refuses to seek treatment when it seems that poor performance may be caused by substance dependency.
  - 8.2 The employee fails to abide by the terms of his/her rehabilitation programme.

## ARTICLE 29

### Health & Safety

- 1 The Employer acknowledges its primary responsibility of providing safe and sanitary working conditions as well as safety training for its employees. The Union recognizes that the employees also share responsibility in this respect, and hereby gives the Employer its assurance to cooperate with and assist in enforcing among the employees, the safety and health regulations of the Employer.
- 2 The Employer shall select with the Union's assistance a minimum number of employees to perform in addition to their normal duties, First Aid Duties as may be required. The Employer shall undertake to provide First Aid training for those selected and provide First Aid Kits.
- 3 The Employer shall carry out Fire Drills twice per year at each location housing ten (10) or more employees. The Employer agrees to equip all buildings with fire extinguishers, which shall be checked periodically.
- 4 It is recognized that some events are beyond the Employer's control and temporary hardship may occur. However, employees shall not normally be required to work under unsafe or unsanitary conditions.
- 5 The Employer will appoint a working Health and Safety Committee that will include **two (2) Management and two (2) Union nominated representatives**. The purpose of this Committee shall be to promote and ensure the comfort, safety and health of the employee at the work place (job site).

### Health & Safety

- 6 The Committee will review and investigate the job site so as to prevent accidents and illnesses. In pursuit of this, the committee shall:
  - 6.1 Receive and review the Employer's accident, injury and job related illness reports pertinent to the Committee's investigation, and make recommendations to prevent recurrence.
  - 6.2 Receive and investigate complaints regarding unsafe and unsanitary working conditions and make recommendations to resolve such complaints.
  - 6.3 Review and investigate medical and absence reports on employees who regularly report sick.
- 7 All reviews and investigative reports shall be held in strict confidence.

- 8 The College shall:
  - 8.1 provide adequate and safe working shelters for security officers
  - 8.2 provide adequate transportation for the Security Department to be mobile between campuses.
- 9 Safety equipment and protective safety clothing shall be provided and maintained when it is deemed necessary by the College for maintaining the safe and healthy conditions. Apart from First Aid kits, such equipment and clothing shall include, but shall not be limited to safety glasses, lab coats and protective footwear.
- 10 When an employee in good faith believes that he/she is being required to work under unhealthy and unsafe conditions, he/she shall notify his/her supervisor who shall cause the matter to be immediately investigated. The supervisor will communicate to the employee the results of such an investigation and, if deemed necessary, the steps that shall be taken to correct the condition.
- 11 In the event of any natural disaster, employees will be allowed adequate time off to secure their property.

## **ARTICLE 30**

### Smoking

- 1 The College is committed to providing its employees with a smoke-free work environment to protect the health, welfare and comfort of employees from the adverse effects of tobacco smoke from cigarettes, cigars, and pipes. However, it is recognized that as some employees may have the need to smoke the following arrangements have been made to meet these needs.

### Smoking Areas

- 2 Smoking is allowed in the following areas:
  - 2.1 Open Corridors/porches
  - 2.2 Parks
  - 2.3 Parking lots
  - 2.4 Playing fields

### Non-Smoking Areas

- 3 Smoking is prohibited within all college buildings, including meeting rooms, laboratories, classrooms, offices, elevators, auditoriums, foyers, reception areas, rest rooms, dormitories, libraries and other common-access areas. Smoking is also prohibited in the cafeteria, other lounge areas, and all areas where a safety hazard exists, such as storage and hazardous materials handling areas. Smoking is prohibited in all College vehicles used for transporting employees, supplies or any other use. Smoking is prohibited in the Security Guard Booths.

### Non-Compliance

- 4 Complaints about employees smoking in non-smoking areas should be directed to the Director of Human Resources.
- 5 Employees who fail to comply with the smoking policy will be disciplined according to Sub-section (4) of the disciplinary and discharge procedure.

## **ARTICLE 31**

### Health and Life Insurance Plan

- 1 The Employer agrees to make available and manage a Health and Life Insurance Plan for its employees in the Bargaining Unit. This plan shall include dental and optical coverage.
- 2 The employer shall provide and pay 60 percent of the health and life insurance plan existing at the College for employees in the Bargaining Unit. Employees are to assume the cost of covering their spouses and dependents.
- 3 The employer shall pay 100% of the Health and Life Insurance Premium (of the College's Plan) for all security officers and designated cashier/bank depositors, and those employees with 30 or more years of continuous service.
- 4 The Employer will consult the Union on any proposed changes in the coverage.

## **ARTICLE 32**

### Hazard Pay

- 1 All employees performing special duties under adverse conditions shall be given hazard pay in addition to their regular salary as follows:
  - 1.1 While operating a jack hammer \$2.50 per hour.
  - 1.2 When working at heights of 30 feet above ground level \$1.40 per hour.
  - 1.3 Heights over 30 feet above ground level \$1.65 per hour.
- 2 Payment for such work will only be made when properly assigned and verified by the appropriate supervisor.
- 3 Employees who are required to work during disaster periods such as hurricanes or fires should be paid at the rate of double time for all hours worked.

## ARTICLE 33

### Acting Allowance

- 1 Whenever the need arises for any employee to act in a more senior position than that of his/her substantive post for a period in excess of ten (10) working days, the employee so acting shall be paid one half ( $\frac{1}{2}$ ) of the difference between the two annual salaries affected.
- 2 Any employee who is requested to act in a more senior position must obtain approval in writing from Human Resources Department
- 3 The acting employee shall not in any case receive more salary than the employee holding the substantive position.
- 4 An employee appointed to act in excess of one (1) year in a senior position shall be confirmed to that position except in the case where there is a substantive holder of a position who is temporarily absent from duty.
- 5 Should an employee be required to act consecutively for periods of less than ten (10) working days in each case, the two periods shall be merged to allow for payment from the first day of acting.

## **ARTICLE 34**

### Incentive Awards

- 1 The Union and the Employer agree with the principles of an Incentive Bonus Plan and shall continue to pursue ways of recognizing exceptional services performed by The College's employees. The selection of such employees will be based on specific criteria, such as suggestions by employees who save the institution money. Recommendations will be made by the Promotions Board to the College Cabinet.
  
- 2 Incentive awards may include such things as paid time-off, gifts and honoraria, employee of the quarter, employee of the year, outstanding awards.

## ARTICLE 35

### Allowances

- 1 Whenever an employee is selected to travel on official business for The College to another island or outside The Bahamas a per diem allowance will be given.
- 2 In the case of travel to places outside of The Bahamas, the actual hotel rate shall be paid in addition to a per diem of eighty (\$80) dollars, which is to cover meals, laundry and sundry expenses.
- 3 In the case of travel to places within The Bahamas, a per diem of \$60.00 will be paid to cover meals, laundry and sundry expenses
- 4 Where approval has been given, receipts must be produced to cover all expenditures incurred.
- 5 Whenever additional expenses are incurred above the amount advanced, receipts must be produced to receive refund.
- 6 Any employee with approved authorization to use their personal transportation for the purpose of conducting the Employer's business shall be given a mileage allowance. This allowance will be based on what is presently enforced throughout the College = \$1.00 per mile

### Uniform Allowance

- 7 For Security Officers, the College shall provide uniform consisting of: shoes, summer and winter uniforms, shirts, boots and raincoats.
- 8 The employer will provide uniforms for the following units:
  - 8.1 Janitorial - three (3) every two (2) years
  - 8.2 Maintenance - three (3) every two (2) years
  - 8.3 Media/MIS - one (1) lab coat every two (2) years

### Responsibility Allowance

- 9 When the need arises for an employee to take on additional responsibilities which are not directly relevant to his job description, the employee so acting shall be paid an allowance of \$1,000.00 per annum, or half of his salary and half of the salary of the employee whose position he was called upon to fill, whichever is greater, provided, however, that the two salaries do not exceed the salary of the holder of the substantive position if the salary of the substantive position is higher than that of the acting employee.

## ARTICLE 36

### Redundancy

- 1 Whenever the effects of economic conditions and/or technological changes are considered by the Employer to warrant a reduction in its usual work force, the Employer agrees to consult the Union at the earliest opportunity before implementing same. The Employer agrees that the following shall take place.
- 2 Every effort shall be made to relocate staff so affected to other departments of the Employer whenever/wherever suitable vacancies are available and Management shall undertake to provide such training as is necessary prior or subsequent to assignment of new duties.
- 3 In all such cases the Union shall cooperate with the Employer so that the necessary training shall be provided and staff relocations accomplished as quickly as circumstances allow.
- 4 When the Employer is unable to relocate an employee or when the Employer terminates the service of an employee as a result of the introduction of mechanization, technological methods or amalgamation of services, the employee is entitled to sixty (60) days notice or pay in lieu of notice and to redundancy pay.
- 5 Recruitment of new employees in any area shall only be carried out where persons who have been declared redundant are not qualified to fill vacant positions. Recall shall be in order of seniority.
- 6 The principle of the "last in first out" based on service with the Employer shall be applied and the employee with the least service shall be made redundant first.
- 7 Employees whose jobs are to be made redundant shall be allowed reasonable time off with pay to seek other employment and any such request made shall not be unreasonably withheld.
- 8 The amount of pay entitlement due shall be based on the length of actual service with the Employer and shall be computed on the basis of the employee's rate of pay at the time of redundancy as follows:
  - 8.1 1 to 3 years 2 weeks
  - 8.2 3 to 5 years 2 weeks for each completed year
  - 8.3 5 to 8 years 2 weeks for each completed year up to a maximum of 6 months pay

8.4	8 to 12 years	2 weeks for each completed year up to a maximum of 7 months pay
8.5	12 to 15 years	2 weeks for each completed year up to a maximum of 8 months pay
8.6	15 to 20 years	2 weeks for each completed year up to a maximum of 9 months pay
8.7	20 to 25 years	2 weeks for each completed year up to a maximum of 10 months pay
8.8	25 years or more	2 weeks for each completed year up to a maximum of 12 months

## ARTICLE 37

### Termination Pay

- 1 Where the services of a full-time permanent employee is terminated by The College, as specified in Article 36 Sub-Section 8, the Employer, after consultation with the Union, will determine any entitlements that the employee is due.

## **ARTICLE 38**

### Employee Assistance Program

- 1 The Employer recognizes that problems not directly associated with the employee's job function can affect an employee's job performance. The Employer believes it is in the interest of the employee and the College to provide a voluntary Employee Assistance Programme, for referral of family, emotional, financial, medical, and legal or other personal problems.
  
- 2 Records pertaining to an employee's participation in the Programme shall remain confidential.

## **ARTICLE 39**

### Equality of Rights

- 1 The Employer shall pay the same salaries to both male and female employees in accordance with job classifications and salary scales.
- 2 The Employer shall extend the same job opportunities to both male and female employee and shall expect both to accept the same level of responsibilities.
- 3 Employees shall enjoy rights under this Agreement regardless of gender, colour, racial, ethnic, national origin, religious or political affiliation, physical disability or marital status.

## **ARTICLE 40**

### Pre Retirement

- 1 The Employer will notify the employee and the Union whenever an employee in the Bargaining Unit approaches Retirement Age and is to be retired.
- 2 Twelve months prior to retirement, a member of the Human Resources Department will notify and discuss with the retiring employee details of his/her pension options and entitlement.
- 3 Twelve months prior to retirement date employees may request from his/her department head to discontinue working night shifts and work days only, Monday through Friday.

## ARTICLE 41

### Communication & Consultation

- 1 Changes in policy of the Employer shall be effected having regard to the need for Employer efficiency and the interest of the employees and the employees' Union and Employer shall cooperate and consult with each other with respect to any proposed change(s) in policy.
- 2 The Union and Employer shall cooperate and consult with each other with respect to any proposed change(s) in policy that may affect either party's interest or efficiency.
- 3 The College will give advance notice of at least three (3) months to the Union of proposed changes to the conditions of employment, where reasonable and practicable, to allow consultation and or negotiation with the representatives of the Union.
- 4 The Employer shall use its best efforts to establish appropriate communication channels among Employer, employee and Union in order that all parties may be effectively apprised of matters of mutual concern relative to its daily business.

## ARTICLE 42

### Relationship

- 1 The Employer agrees that there shall be no intimidation, interference, restraint or coercion exercised or practised upon employees by Management Personnel and that except for the purpose of carrying out the provisions of this Agreement, there shall be no Union Activity on the Employer's premises during employees working hours except as mutually agreed upon by the parties of this Agreement.
- 2 Authorized Union representatives may visit the property of the employer for the purpose of conducting Union business and before conducting such business, shall give reasonable notice to the Officer responsible for Industrial Relations or in his/her absence any authorized personnel. Such request shall not be reasonably denied.
- 3 The Employer shall provide a copy of this Agreement in Booklet form to each employee and a reasonable number of copies to the Union upon written request.
- 4 The Union shall be allowed to inspect the personnel files of the employees covered under this Agreement in the presence of the Employer's representative.

## ARTICLE 43

### Industrial Goodwill

- 1 The Employer recognizes the importance of joint consultations and agrees to consult with the Union on matters that affect the working conditions and security of employment of employees covered under this Agreement within three (3) months in advance of any proposed action.
  
- 2 During the life of this Agreement both the Union and the Employer agree to abide by the dispute procedure provided for in the Industrial Relations Act, 1970 or any statutory modification or re-enactment thereof for the time being in force.
  
- 3 The Employer shall not knowingly enter into any contract with any individual employee of the Bargaining Unit that has the effect of altering or re-negotiating any conditions of employment contained in this Agreement.

## ARTICLE 44

### Discipline & Discharge

- 1 When discipline is warranted, it shall be prompt, exact and wholly defensible.
- 2 Breaches of discipline shall be classified as either major or minor.
- 3 The penalties that may be imposed for infractions of Employer's Policies or accepted standards of performance, except in cases of major breaches, may be as follows:-
  - 3.1 Verbal Reprimand
  - 3.2 Written Reprimand
  - 3.3 Suspension with pay (for investigative purposes)
  - 3.4 Suspension without pay
  - 3.5 Demotion
  - 3.6 Dismissal
- 4 Each case shall be weighted on its own merits.
  - 4.1 When an employee is suspended, dismissed or warned in writing, a notice of such suspension, dismissal or warning shall be given to the employee and to the Union, setting out the reason for the suspension, dismissal or warning and the employee shall be given a reasonable opportunity to reply to the said notice.
  - 4.2 In the event the employee is deemed by the Employer to have committed a breach of discipline warranting dismissal, the Employer may suspend the employee with half (1/2) pay or full pay pending further investigation provided however that the Employer has the right to immediately dismiss the employee if the circumstances warrant immediate dismissal.
  - 4.3 No employee shall be disciplined or discharged except in accordance with this article and for just cause.

### Major Breaches

- 5 Major breaches of discipline normally warranting immediate suspension or dismissal include (but are not limited to) the following:

- 5.1 Theft or removal without permission of property belonging to or in the care of the Employer.
- 5.2 Sleeping during assigned duty hours in the case of watchmen and security personnel.
- 5.3 Drunkenness.
- 5.4 Fighting or acts of physical violence on the job.
- 5.5 Possession of illegal drugs and/or use of intoxicants on property of the Employer or conviction for dangerous drugs.
- 5.6 Unauthorized possession of firearms, weapons, or explosives on the Employer's property.
- 5.7 Malicious damage to the Employer's property.
- 5.8 Unauthorized lending or permitting the duplication of the Employer's keys.
- 5.9 Gross and unprovoked insubordination.
- 5.10 Wilful neglect of duty.
- 5.11 Dishonesty.
- 5.12 Gambling or conducting other games of chance on the Employer's property.
- 5.13 Falsification of personnel~ medical or other records or the intentional omission of pertinent facts or perjury.
- 5.14 Criminal Convictions.
- 5.15 Falsifying testimony when accidents are being investigated; giving false or withholding pertinent information in making an application for employment.
- 5.16 Making false claims or misrepresentations in an attempt to obtain sick leave, accident benefits or National Insurance benefits.
- 5.17 Unauthorized entry into computer records.
- 5.18 Failure to report knowledge of robbery, fraud, theft or extortion or corruption.
- 5.19 Harassment and discrimination, as set out 46.

- 5.20 Where the operations are continuous, a security officer leaving his/her post at the end of a scheduled shift before being relieved by his supervisor or relieving employee on the incoming shift.
- 5.21 Unauthorized use of the College's property for private work or performing private work during regular working hours.
- 5.22 Threatening, intimidating, coercing or interfering with employees or supervisors at any time.
- 5.23 In cases where major breaches are alleged, the Employer may suspend with full pay the employee from duties for investigation purposes for a period of not more than ten (10) working days and where the charges have been proven to the Employer's satisfaction, the Employer shall inform the Union before implementing one of the following:-
  - 5.23.1 dismiss the employee immediately if in the Employer's view the circumstances justify such action.
  - 5.23.2 Suspend the employee for a period not exceeding fifteen (15) working days.
- 5.24 Breach of confidentiality, provided that this ground shall not include a report made to a law enforcement agency or to a government regulatory department.

Minor Breaches

- 6 Minor breaches of discipline or misdemeanours include (but are not limited to) the following:
  - 6.1 Acts which disrupt or interfere with the administration of the College.
  - 6.2 Repeated absence without permission.
  - 6.3 Repeated lateness.
  - 6.4 Causing disruption on the job.
  - 6.5 Insubordination.
  - 6.6 Wilful violation of the Employer's known policies and regulations.

- 6.7 Harassment and verbal intimidation and abuse.
  - 6.8 Unauthorized use of the Employer's office equipment and supplies.
  - 6.9 Unethical and unprofessional behaviour with regard to customers and staff. (Acts of discourtesy and outright rudeness or use of profane language).
  - 6.10 Failure to carry out certain control procedures established by the Employer.
  - 6.11 Making or publishing false or malicious statements concerning any employee, supervisor, The College or its operations.
- 7 Minor infractions of the Employer's policies shall be dealt with in the following manner:-
- 7.1 On the first occurrence of any minor breach, an oral warning shall be given to the employee in the presence of a shop steward.
  - 7.2 On the second occurrence of any minor breach, a written notice shall be given to the employee with a copy provided to the shop steward, and a copy retained by the Department Head.
  - 7.3 On the third occurrence of minor breach, a final warning in writing shall be given to the employee and a copy to the Department Head.
  - 7.4 On the fourth occurrence of a minor breach it shall be treated as a major breach and shall be addressed in accordance with this article.
  - 7.5 In case of a minor breach of discipline, the College shall not take into account any adverse reports dating back more than twelve (12) months if, during the time, the employee has been of good conduct.
- 8 Grievances concerning suspension or dismissal of an employee shall commence at stage three (3) of the Grievance Procedures.
- 9 Each employee shall have the right of Union Representation in all cases of an accusation of violation of Employer Policy or charges made against him which may result in dismissal or suspension.
- 10 Thereafter, the College:
- 10.1 if upon settlement of the grievance it is found that an employee has been unjustly suspended or dismissed, he shall be

reinstated and compensated for time lost as a result of such suspension or dismissal, and all correspondence relating to the incident removed from the personal file.

- 10.2 may with the exception of narcotics offences and criminal convictions, all other offences listed in paragraphs 5 and 6 above shall have occurred on the property of the employer or during the course of employment duties.
- 11 Employees suspended pending an investigation by the Employer shall be reinstated without loss of benefits and no disciplinary action will be taken against an employee suspended by the Employer if the Employer does not present the facts within two (2) months following the suspension.

## ARTICLE 45

### Grievance Procedure

- 1 It is agreed that the Union shall be the sole representative of the employees within the bargaining unit for presenting any complaints to Management, provided that such complaints or grievances have been first presented by the employee to his/her immediate supervisor as soon as possible.
- 2 Grievances must be registered as soon as possible. However, it is agreed that delays may arise due to location or other unavoidable cause. In these cases, the Union must register grievances on a timely basis but in any event not exceeding thirty (30) working days from the date the grievances occur.
- 3 Grievances shall be dealt with in accordance with the following procedures:
  - 3.1 Stage 1: Union representative shall, in the first instance, discuss the grievance with the immediate supervisor. The supervisor shall be given up to three (3) working days in which to give his formal written reply.
  - 3.2 Stage 2: If a satisfactory solution is not arrived at, the Union may, within three (3) days following receipt of the written reply, request the Director, Employee & Industrial Relations, to arrange a meeting between the Union representative and the next appropriate level of Management. Such request shall include a complete statement in writing as to the nature of the complaint and the alleged violation. The decision of the Employer's representatives shall be confirmed in writing to the Union within one (1) week of the hearing.
  - 3.3 Stage 3: If the matter is still not satisfactorily resolved, the Union may, within three (3) days of the receipt of such decision, request a meeting with the Executive Vice President to discuss the matter further. The Union representatives at such meeting, not exceeding five (5) in number, shall include a member of the Executive Council of the Union, and the Employer's representatives shall not exceed five (5) in number including the Executive Vice President, or appointee. The final decision of the Employer shall be confirmed in writing to the General Secretary of the Union within five (5) working days
  - 3.4 Stage 4: If the matter is still not satisfactorily resolved in Stage III, the Union may take such steps as are available under the provisions of The Industrial Relations Act, or any statutory modification or re-enactment thereof.

4 Management Grievance

4.1 If the Employer considers that any section of this Agreement is being misunderstood, misinterpreted or violated in any respect by the Union and/or employees may within thirty (30) days of becoming aware of an occurrence which it claims demonstrates such misinterpretation or violation, file a grievance with the Union and discuss the matter under the terms of the Grievance Procedure, commencing at Stage 3.

5 Union Grievance

5.1 If the Union considers that any section of this Agreement is being misunderstood, misinterpreted or violated in any respect by the Employer, it may, within thirty (30) days of becoming aware of such an occurrence which it claims demonstrates such misunderstanding, misinterpretation, or violation, file a Grievance with the Employer and discuss the matter under the terms of this commencing at Stage 3.

## **ARTICLE 46**

### **Harassment & Discrimination**

- 41.1** Harassment, including sexual harassment, is unlawful. Discrimination is also unlawful. The College and the Union agree that all employees have a right to a workplace free of verbal and/or physical sexual harassment and that discrimination against an employee which is based on the grounds of race, creed, sex, marital status, political opinion or age is pernicious and unlawful and cannot be permitted.

## **ARTICLE 47**

### Accommodations

- 42.1 Adequate housing provisions in keeping with the official status of the employee concerned shall be provided to accommodate the employee on official travel.
- 42.2 If adequate accommodations are not provided, all defects shall be reported to the Employer by the employee and/or the Union. The Union and the Employer shall promptly inspect the accommodation provided and if necessary select alternative accommodations.

## **ARTICLE 48**

### **Bulletin Boards**

- 1 The Employer shall provide space on bulletin boards for the posting of materials necessary for the conduct of Union affairs, and the Employer's memoranda affecting staff.

## ARTICLE 49

### Jury & Court Duty

- 1 The Employer agrees that when employees are required by law to serve as Jurors, those who actually serve shall be excused from work for those days on which they actually serve and shall be paid their regular salary for those days at their regular rate of pay.
- 2 In cases where an employee reports for jury duty and is:
  - 2.1 not selected; or
  - 2.2 selected but later excused for the remainder of the day,such employee shall be required to report to work within a reasonable time.
- 3 When in obedience to the subpoena or direction by proper authority, an employee appears as a witness in any public or private litigation, and is not a party to such litigation, that employee is entitled to his/her regular compensation during the time those hours correspond to assigned work hours.
- 4 It is mutually agreed that if the employee abuses the privilege of leave for jury duty, the employee shall not be paid for any day(s) or part thereof with respect to the said abuse(s).

## ARTICLE 50

### Agency Shop & Union Dues

- 1 The College agrees to maintain the voluntary check-off system presently in force.
- 2 The College agrees and shall submit to the Union, with each remittance of deductions, a list of all employees having such deductions, including names, amount of deductions, and effective date of the individual deductions included in the remittance.
- 3 The College further agrees to the implementation of the Agency Shop as allowed under the Industrial Relations Act, on the following basis:
  - 3.1 that the Agency Fee shall be equivalent to ninety (90%) percent of the amount paid by the Union members as Union dues and shall apply to all employees within the Bargaining Unit not being members of the Union.
  - 3.2 that the Employer shall submit all monies collected from employees by the Agency Shop in the same manner and at such time as Union member dues are submitted to the Union.

## ARTICLE 51

### Rights of Union Officials

- 1 When it is necessary for a Shop Steward to leave his work area to investigate and adjust grievances, the Shop Steward shall request permission from the immediate Supervisor, and such request shall not be unreasonably denied.
- 2 In the event the duties require the Shop Steward to enter another work area within the premises, the Shop Steward will also receive permission from the Supervisor in charge of the area he/she wishes to enter.
- 3 The Shop Steward, Chief Shop Steward or an elected official may request through the appropriate channels and shall obtain in the presence of the employee or with his consent, all evidence relating to the dispute and shall have the right to interview the aggrieved parties.
- 4 Shop Stewards may be designated for the purpose of investigating, presenting and addressing grievances.
- 5 The Union will be consulted prior to any disciplinary action being taken by the Employer against an employee who is an officer or shop steward of the Union.
- 6 Any elected union official wishing to enter a work area to investigate and adjust grievances must first obtain permission from the supervisor/manager in charge.
- 7 The Union agrees that it will refrain from holding any meetings with staff during normal business hours on the company's premises without the express permission of Permission of the Director in charge of Employee & Industrial Relations. In cases of emergency, permission must be obtained from the supervisor/manager in charge.
- 8 Shop stewards shall be given up to a maximum of five (5) hours per week to investigate and hear grievances in the work place without interference.
- 9 Shop Stewards shall be provided with the proper facilities by the employer where they can conduct Union affairs. This shall include:
  - 9.1 Office space
  - 9.2 Desk
  - 9.3 Chairs
  - 9.4 Telephone

- 10 Only one (1) room will be provided for use by shop stewards.
- 11 No long distance calls will be allowed.

## ARTICLE 52

### Statement of Understanding

- 47.1 Should an employee be enjoying better conditions of employment whether via contract with the Employer or otherwise, the said condition of employment shall continue to subsist unless otherwise agreed between the Employer and the Union.

## ARTICLE 48

### Salary Increase

- 1 Year 1 - 2005 - \$1,000 lump sum
- 2 Year 2 - 2006 - \$1,200 increase plus \$1000 lump sum  
(payable July 2006)
- 3 Year 3 - 2007 - Salary Review
- 4 Year 4 - 2008 - \$1,200 increase
- 5 Year 5 - 2009 - Merit System
- 6 Payment of the increase in 2006 will be made with effect from 1<sup>st</sup> July, 2006.

## ARTICLE 54

### Duration of Agreement

- 1 This Agreement contained herein shall be effective as of January 1, 2005, and shall remain in force for a period of five years. In witness thereof, the parties have caused this Agreement to be executed in their names on their behalf by their respective officers thereupon duly authorized.

For and on behalf of

For and on behalf of

THE COLLEGE OF THE BAHAMAS

THE BAHAMAS PUBLIC  
SERVICES UNION

\_\_\_\_\_  
Chairman, The College Council

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary, The College Council

\_\_\_\_\_  
Secretary General

\_\_\_\_\_  
President

\_\_\_\_\_  
Shop Steward

\_\_\_\_\_  
Executive Vice President

\_\_\_\_\_  
Shop Steward

\_\_\_\_\_  
Shop Steward

\_\_\_\_\_  
Industrial Relations Consultant

## **SCHEDULE II**

## **MANAGEMENT**

President

Executive Vice-President

Vice-President, Student Affairs

Vice-President, Academic Affairs

Vice-President, Financial Affairs

Vice-President, Physical Plant and Facilities Development

Vice-President, Research, Planning & Development

Deans

Secretary to Council

Financial Controller

Provosts

Directors (except Director, Counselling, Director, Research)

Executive Directors of Institutes

Executive Assistant

Special Assistant

Chief Information Officer

### SCHEDULE III

### NON-FACULTY EMPLOYEES

Administrative Assistant  
Admissions Assistant  
Admissions Officer  
Assistant Admissions Officer  
Assistant Director  
Assistant Records Officer  
Caretaker  
Carpenter  
Chief Clerk  
Clerk  
Computer Operator  
Drywall Mechanic  
Electrician  
Electrician Helper  
Executive Secretary  
Finance Assistant/Internal Auditor  
Foreman  
Graphic Artist  
Human Resources Assistant  
Inspectress  
Janitorial Supervisor  
Janitress  
Junior Programmer  
Lab Technician  
Labourer  
Library Assistant  
Mason  
Media Associate  
Media Specialist  
Meeting Room Attendant  
Messenger/Driver  
Nurse Counsellor  
Operations Supervisor  
Painter  
Plumber  
Plumber Helper  
Pool Attendant  
Private Secretary  
Public Relations Assistant  
Purchasing Officer  
Receiving Officer/Shipping Officer  
Records Officer  
Secretary  
Security Officer  
Security Supervisor  
Senior Clerk  
Senior Private Secretary

Senior Security Officer  
Senior Supervisor  
Sign Painter  
Switchboard Operator/Receptionist  
System Analyst  
Technicians (Air-Condition, Media)  
Truck Driver  
Typist  
Workshop  
Senior Computer Operator  
Programmer

**NOTE: The Bargaining Unit includes any approved non-faculty positions with the noted exception of those outlined in Schedule II.**