INDUSTRIAL AGREEMENT

BETWEEN

THE COLLEGE OF THE BAHAMAS

AND

THE BAHAMAS PUBLIC SERVICES UNION

JANUARY 1, 2010 – DECEMBER 31, 2014
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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, the Union and the members of the Bargaining Unit.

2. The Employer recognizes the Union as being the sole bargaining agent for Non-Faculty Employees 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 Faculty, Contract Employees, Temporary Employees, Part-time Employees and Management.

3. The Union and Employer acknowledge the right of either party to include in its negotiating or other working committee representatives who need not be employees or officers of the Union or Employer, particularly in those cases where matters being addressed are of a specialized nature and have an impact on the operations of business and or the terms of employment of members of the Bargaining Unit e.g. Insurance, Pension; changes in legislature.

4. The maximum number of representatives for the Union and the Employer at any negotiations shall not exceed seven (7) persons on each side. Both the Union and the Employer shall notify the other in writing of the names of their respective representatives for any negotiations prior to the date of the commencement of negotiations.

5. The Union recognizes that it is the right of the Employer to exercise all 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 along with the names and appointments of its Shop Stewards.

7 The Employer undertakes likewise to inform the Union of the names of its Chief Officer(s) responsible for Industrial Relations matters within the College. At the signing of this Agreement, the Employer will notify the Union of the names of the Officer(s) whose responsibility it would be to liaise with the Human Resources Department and the Union on all such matters.

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 (stations), job descriptions, salary-scales and dates of hire.
ARTICLE 2

SCOPE OF AGREEMENT

1. This Agreement is intended to promote the economic and efficient operation of the Employer, avoid industrial disturbances, and achieve the highest level of Employee performance consistent with safety, good health and sustained effort. To these ends, it provides for the continuation of employment in accordance with agreed hours of work, compensation and the working environment in accordance with the Employment Act 2001 and the Industrial Relations Act 1970 and any amendments, provided these are not addressed in the Industrial Relations Agreement between the College of the Bahamas and the Bahamas Public Services Union.

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 (41) of the Industrial Relations Act, 1970, as Bargaining Agent in place of the Bargaining Agent referred to in Clause 2.1 above.

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, as well as safety and efficiency of the Institution.

5. The Union and Employer recognizes that from time to time there may be a need for amendments to this Industrial Agreement. Upon agreeing to any such amendment, the same shall be signed by both parties and communicated to all members of the Bargaining Unit.

6. The Employer shall provide a copy of this Agreement in booklet form to all Employees. It shall be printed in no less than twelve (12) - point font size, and four (4) copies of the same shall be provided to the Union.

ARTICLE 3
DEFINITIONS

1. “Allowance” means payment issued to a member of the Bargaining Unit that is not a part of his/her regular salary or any article of clothing to be worn as a uniform and issued to a member of the Bargaining Unit that he/she did not have to purchase from his/her regular salary. Allowance includes, but is not limited to, the following:

   1.1 “Acting Allowance” means an Allowance received whenever the need arises for any Employee to act in a more senior position than that of his/her substantive post.

   1.2 “Cost-of-Living Adjustment” means an adjustment in salary received whenever there is an increase in the Retail Price Index.

   1.3 “Per Diem” means an Allowance paid by the College to its Employees for travel expenses.

   1.4 “Responsibility Allowance” means an Allowance received whenever the need arises for an Employee to take on additional responsibilities which are not directly in the scope of his/her job description.

2. “Associate Vice President, Human Resources (hereinafter referred to as the AVP, HR)” means the Management representative for the Human Resources Department.

3. “Bargaining Unit” means all employees of The College of The Bahamas with the exception of those designated as Faculty and Management.

4. “Consultation” means the process subsequent to formal negotiations, whereby the Union and the Employer meet to discuss concerns and issues affecting conditions of employment governing Employees in the Bargaining Unit, but shall exclude grievance matters.

5. “Cross Training” means a programme or exercise that is designed to give the Employee an acquisition of new skills, exposure and developmental opportunities.

6. “Day” means twenty four (24) hours.

7. “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.

8. “Day off” means any consecutive twenty-four (24) hour period that an employee is not scheduled to work.
9. “Dependent” means a child, a legal ward, a step-son or step-daughter of an Employee of the College, under the age of twenty-five (25) years, who is wholly or partially dependent on the income of the Employee.

10. “Employee” means a person who has been confirmed in his/her employment with the College of The Bahamas and who form a part of the Bargaining Unit.

11. “Employer” means the body politic and legal corporate entity known as the College of The Bahamas, hereafter referred to as the Employer, as established by the College of The Bahamas Act, 1995, (or any future Act of Parliament that changes the College to a University).

12. “Expunge” means to strike out, obliterate or mark for deletion from an employee’s personal file permanently.

13. “Extended Business Hours” means when the Employer deems it necessary to expand its business hours outside the normal working hours.

13.1 “Flexi Time” means when an Employee makes a request for a special eight (8) hour work day.

13.2 “Flexi Work Schedule” means a work schedule within a broad range of eight hour blocks that employees are allowed to select for, for starting and finishing work

14. “Management” means any individual having authority in the interest of the Employer and as defined in Schedule II.

15. “Non-Faculty Development Committee (hereinafter referred to as NFDC)” means a Committee set aside to review and make recommendations to the College Council on behalf of the Employee for continued growth and development.

16. “Non-Faculty Disciplinary Board (hereinafter referred to as NFDB) means a Board set aside to consider disciplinary matters and to make recommendations to Senior Management on behalf of the Employee for major infractions warranting suspension or dismissal of Employees.

17. “Non-Faculty Promotions Committee (hereinafter referred to as NFPV)” means a committee set aside to review applications and make recommendations to the College Council on behalf of the Employee for Promotion.

18. “Normal Work Day” means the day the employer schedules the employee to work.

19. “Normal Week day” means 9:00 a.m. to 5:00 p.m.
20. “Normal Work week” means Monday to Friday, forty (40) hours in any week.

21. “Overtime” means hours of work in excess of the standard work day of eight (8) hours.

22. “Part-time Employee” means a person employed to work fewer hours per week than the normal hours of work.

23. “Public Holiday” means any day so declared a Public Holiday by the Government of the Commonwealth of The Bahamas.

24. “Redundancy” means the termination of service as laid out in the Employment Act Section 27.

25. “Shift” means a work schedule, which rotates in immediate succession or overlaps or covers a period of twenty-four (24) hours.

26. “Shift Employee” means an Employee who normally works for varying continuing periods during the week or month.

27. “Shop Steward” means any Employee of the College of The Bahamas appointed by the Union as a Representative who shall have full rights of the Union.

28. “Temporary Employee” means a person hired to work on a specific project, and to work for a specific period including persons hired to work outside the normal working hours that does not fall under the job classification of the Bargaining Unit.

29. “Uniform” means any required article of clothing approved by the Employer to be worn in the workplace.

30. “Union or the Union” means The Bahamas Public Services Union, (BPSU).

31. “Unit” means all Departments, Schools and Offices in which members of the Bargaining Unit are stationed.

NOTE: Persons hired before December 31, 2005, who are required to work on a Saturday, will receive a shift premium of forty ($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 Employer 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 (1st) 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. However, while exercising such rights, the Union must be consulted within ten (10) working days prior to implementation of all matters pertaining to Article 4, Clause 2 and a response within 10 working days thereafter.

3. The Employer shall provide the Union with a copy of the Job Descriptions, Salary Scales and Classification of all positions, including supervisory management within its employment. The Employer shall include the Chief Shop Steward or his/her representative in all recruitments/interviews process.

4. The Employer agrees to provide a current Job Description and Salary Scale to each Employee for the position to which he/she is assigned at the time of the appointment or within one (1) month thereafter, which the Employee will be required to sign. The Employer also agrees that upon the signing of this Agreement, all members of the Bargaining Unit shall be provided with a copy of his/her job description and placement on the Salary Scale.

5. The Employer shall furnish a copy of the Career Path to the Union for each position under the Bargaining Unit including the respective Salary Scales as outlined in Schedule IV.

6. Whenever a vacancy occurs or a new position is established within the College, the Employer shall post a vacancy notice on the Employees’ Intranet, Bulletin Boards and Inter-Office Memoranda internally, showing the qualifications and experience required for a period of ten (10) working days. All permanent Employees applying within the specified period shall be given first (1st) consideration. Should the application of the permanent Employee be unsuccessful, the Employee and the Union shall be notified in writing of the same prior to any external posting.

7. A copy of such vacancy/new position with the required prerequisites shall be submitted to the Union ten (10) working days prior to the posting.

8. All Personnel Policies shall be communicated by HR and housed in a central location within each Unit. All Employees shall receive a copy of the said Policies along with the Career Path relevant to his/her Unit.
9. The Union shall be consulted on matters related to Salary Scales for new job categories that fall within the Bargaining Unit.

10. The Employer agrees that it shall not eliminate any job classification within the Bargaining Unit without prior consultation with the Union.

11. 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 without the consultation of the Union, and except:

11.1 During a national catastrophe;

11.2 For training purposes;

11.3 During an industrial dispute;

11.4 When an Employee is promoted; being considered for a promotion to the managerial level or in instances of an acting capacity;

11.5 Any other legitimate circumstances including retrenchment of the operations of the Employer.

12. The statement “and any other duties as assigned” will no longer be used on job descriptions falling under the Bargaining Unit but will be replaced with “any other related duties as assigned”.

**Personnel Files**

13. The Employer shall maintain one (1) official personnel file in the Human Resources Department for each Employee.

13.1 The file shall contain only material pertaining to the employment of that Employee.

13.2 This file is the only one (1) to be used for decision making in respect to any and all terms and conditions of employment with reasonable notice.

13.3 The file shall be available in its entirety to the Employee, with reasonable notice, not to exceed two (2) working days following the request.

13.4 In the event of a grievance, the aggrieved shall have immediate access to his/her file.
13.5 All correspondence on files shall be numbered chronologically.

14. All materials placed in an Employee’s file shall be date-stamped at the time of receipt by the Human Resources Department.

15. All individuals accessing an Employee’s file shall be required to sign a log book in which they shall indicate the reason for the use of the file. The file shall not be accessed without appropriate documentation.

16. An Employee and/or a duly authorised representative of the Employee is entitled to examine that Employee’s file and log book during normal business hours in the presence of an authorised representative of the Employer.

17. Employees shall have the right to have included in their official file their written comments on any of the contents of the file.

18. The Employee may, on written request, obtain a copy of any or all document(s) in their file. The College may levy a charge of five cents (5¢) per page for this service. Copies, to which an Employee was entitled but did not receive, as specified above, shall be free.

19. No anonymous material concerning any Employee shall be placed or kept in any file.

20. Employees shall have the right to request the removal from their official file, and the forthwith destruction thereof, of any false or inaccurate information.
ARTICLE 5

SCHEDULING TERMS & CONDITIONS

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 Employees shall be between 9:00 a.m. to 5:00 p.m. Monday to Friday.

Shift Employees

3. Employees 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 midnight
   3.3 Shift 3 - 12:00 midnight to 8:00 a.m.

4. During the week, a Shift Employee should be rostered to work five (5) days on and two (2) days off. 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, and the Employee shall be fully compensated for the additional time worked.

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 to work on a public holiday, whether on normal shift duty or called in to work on overtime shift, shall be paid at the rate of double time. Employees may elect the equivalent amount of time off from work instead of being paid for the overtime worked. The time off is to be mutually agreed between the Employee and his/her Supervisor.

7. Where property is manned for twenty-four (24) hours, a minimum of two (2) Officers per station (work area) shall always be scheduled on duty. In addition, a Supervisor will also be assigned for each shift.
8. All Shift Employees shall be rostered in accordance with Article 5, and must be notified two (2) weeks in advance before the roster is posted.

9. No shift employee shall be required to work another shift without sixteen (16) hours of cessation of his last shift except in cases where there is a change of shift or in cases of emergency.

10. Time worked by a Shift Employee before or after his/her normal Shift shall be paid at the rate of one-and one-half (1 ½).

   10.1 If called upon to work on his/her normal rostered day off or if required to work on a Public Holiday, a Shift Employee shall be paid for hours so worked at the rate of double time (2x).

   10.2 Shift Employees may elect the equivalent amount of time off from work instead of being paid for any overtime hours worked, to be taken at a time mutually agreed between the Employee and his/her Supervisor.

Meals Periods

11. Employees are entitled to a meal period equal to one (1) hour.

12. Employees who are asked to work through their lunch hour by their Supervisor shall be given an additional fifteen (15) minute break aside from the afternoon coffee break and shall be allowed to leave the job one hour earlier than the established time and be provided a meal.

   12.1 In cases where the job cannot be completed within the normal eight (8) hours, a meal will be provided and overtime will be paid at the rate of one-and one-half (1½) time for hours worked.

   12.2 A meal will only be provided if the Employee works at least two and a half (2½) hours beyond the normal eight (8) hours.

Pay Day Break

13. It is agreed that in addition to an Employee’s lunch hour, a banking hour shall be granted once per month, as scheduled by and at the discretion of the Supervisor. Time must be taken within five (5) working days of pay day and shall not be retroactive or accumulative.
Break Periods

14. Employees are entitled to two (2) fifteen (15)-minute break periods, one (1) in the morning and one (1) during the afternoon. Breaks should be approved by the Supervisor/Department Head.

15. Break periods are not cumulative or retroactive and should not be used at the beginning or end of a work day, or taken in conjunction with the lunch period at the discretion of the Supervisor.

Extended Business Hours

16. When the Employer deems it necessary to expand its business hours outside the normal working hours, this shall be called Extended Business Hours. In order to enhance services offered and to provide greater efficiency, the Employer and the Union agree to establish Extended Business Hours to include Saturdays.

17. The Employer and the Union also agree that Employees whose Units are directly affected by this Article 5, Clause 16 above, shall have the right to accept or decline to work any hours beyond their normal working hours.

18. The Employer recognizes the rights of all members of the Bargaining Unit as having first (1st) preference to be rostered to work during the Extended Business Hours. The Union agrees that in instances where an Employee has been made the offer and declined that in the first (1st) instance, Employees from another Unit shall be given the opportunity to work Overtime and in the second (2nd) instance, Temporary or Part-time Employees may be assigned to work the Extended Business Hours.

Flexible Work Schedule

19. When an Employee makes a request in writing for a special eight (8)-hour work day, he/she shall be allowed to work under the Flexible Work Schedule. A Flexible Work Schedule is by choice; and, it is intended to benefit the Employee. At the expiration of the request, the employee shall return to his/her normal working hours.

20. The Flexible working hours shall range between 7:00 a.m. and 10:00 p.m. and the working periods shall be as follows:

20.1 7:00 a.m. to 3:00 p.m.;

20.2 7:30 a.m. to 3:30 p.m.;

20.3 8:00 a.m. to 4:00 p.m.;
20.4 8:30 a.m. to 4:30 p.m.;
20.5 9:00 a.m. to 5:00 p.m.;
20.6 9:30 a.m. to 5:30 p.m.;
20.7 10:00 a.m. to 6:00 p.m.;
20.8 10:30 a.m. to 6:30 p.m.
20.9 11:00 a.m. to 7:00 p.m.;
20.10 11:30 a.m. to 7:30 p.m.;
20.11 12:00 p.m. to 8:00 p.m.;
20.12 12:30 p.m. to 8:30 p.m.;
20.13 1:00 p.m. to 9:00 p.m.;
20.14 1:30 p.m. to 9:30 p.m.; and
20.15 2:00 p.m. to 10:00 p.m.

**Half Day**

21. For the purpose of attendance, Half Day shall be considered four (4) consecutive hours after commencing

**Time and Attendance**

22. As the College of the Bahamas maintains multiple campuses, the use of an effective time and attendance system may be used to enable the College to better manage the utilization of its employees’ time and talents.
ARTICLE 6

OVERTIME

1. The Employer and the Union agree that, due to the nature of the College’s operations, it may become necessary for the Employer, 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 agreed eight (8) hours per day or forty (40) hours per week, he/she shall be paid overtime at a rate of one- and one-half (1 ½) times their basic rate of pay and twice (2x) the basic rate after 10:00 p.m.

2.1 Each Employee shall be given equal opportunity to work Overtime once they have demonstrated satisfactory attendance, punctuality and performance; however, Overtime may not be mandatory for any Employee. In instances where Overtime is needed but not agreed to by the Employee, provisions of relief shall be assured.

3. Where an Employee is required to work on his/her day off or on a Public Holiday, he/she shall be paid twice (2x) his/her basic rate of pay for all such hours worked.

4. Employees who are approved to work Overtime by their immediate Supervisors or Unit Heads shall be paid for all Overtime worked. Upon submission of the application for Overtime, the Employee shall receive payment no later than the following month’s pay period. The Employee may also receive an electronic copy of all overtime forms submitted on his/her behalf for payment of overtime.

4.1 Employees shall have the right to grieve any discrepancies noted on the Overtime forms submitted for payment in accordance with Article 42.

Meal

5. A meal shall be provided to all Employees who work overtime in excess of four (4) consecutive hours after their normal working hours. A meal shall not exceed nine dollars ($9).
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 (1st) date of employment. While under Probation, an Employee may be terminated and shall have no recourse to the provisions of this Agreement.

2. During the probationary period, every effort will be made by the immediate Supervisor/Unit Head to monitor the performance of the Employee, and at least one (1) written Performance Appraisal shall be completed by the Supervisor during this period.

3. An Evaluation of Performance will be conducted during the third (3) month of probation.

4. The AVP, HR, 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, shall result in such Employee being automatically confirmed in his/her position.
ARTICLE 8

TEMPORARY EMPLOYEE

1. A Temporary Employee is a person engaged for a specific project for a limited period with a definite understanding that his/her employment is to cease upon completion of the project. 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/her 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 four (4) per cent 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. With respect to Part-time Employees, Sick Leave shall not exceed ten (10) working days per annum at the rate of full-pay and is non-accumulative.

ARTICLE 10

PERFORMANCE REVIEW

1. 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:

1.1 A Goal Setting Review;

1.2 An Interim Review; and

1.3 An annual Performance Review for the awarding of Increments, Merits or the consideration of Promotions.

2. The Employer and the Union consider the proper evaluation of the performance of Employees as an indispensable aspect of the Management process, and being vital to the development of individual Employees to their full potential; thereby enabling them to perform their jobs efficiently.

3. Each Employee shall undergo an annual Performance Review that is fair, equitable in its outcomes, simple in its implementation and effective in promoting the kinds of performance that will enhance the Institution’s mission.

4. All Employee Performance Reviews shall be discussed with the Employee. The Annual Performance Review exercise of every Employee under the Bargaining Unit will take place no later than April of each year. After the discussion, the following stages shall occur before the Reviews are sent to the Human Resources Department for processing and filing on the Employee’s personnel file:

4.1 Stage I

4.1.1 In the case of the immediate Supervisor conducting the assessment, the Reviews shall be forwarded to the Director for his/her Review and/or comments. The Director shall then forward the Reviews to the relevant Vice President for his/her Review and/or comments.

4.1.2 In the case where the assessment is being directly conducted by the Unit Head who is also the immediate Supervisor, the Review shall be forwarded to the relevant Vice President/President, where applicable, for his/her Review and/or comments.

4.1.3 In the case where the assessment is being directly conducted by the Unit Head who is the immediate Supervisor and also the Vice President/President or whose managerial position is at the level of a Vice President, Stage IV of the Review shall commence.
4.2 Stage II

4.2.1 The direct report shall allow the Employee to view and respond to the comments by the Director and/or the relevant Vice President.

4.3 Stage III

4.3.1 A meeting shall be scheduled with the Employee, immediate Supervisor and/or Vice President/President, if applicable, to discuss the contents of the Employee’s Review.

4.4 Stage IV

4.4.1 Once Stages I, II and III are completed, the Employee shall sign his/her Performance Review to confirm that the Review was either discussed by all relevant parties, and agreed or not agreed. The Employee shall be given a copy of said completed Performance Review. A copy of the same Performance Review shall be placed on his/her personal file as a permanent record. If there are any changes made to the original completed form, a new evaluation form with the corrected information shall be completed. The immediate Supervisor shall allow the Employee to view the corrections and re-sign the amended evaluation.

4.4.2 The Performance Review is not official unless all of the Stages are strictly adhered to; and, it is signed by the relevant parties as stipulated in Article 11, Clause 5.3.

4.4.3 Any misconduct that arose and was addressed/resolved prior to the Interim Review shall not be recorded on the annual Performance Review, unless it occurred again during the Interim and final annual Performance Review period.

4.4.4 If the immediate Supervisor did not document any deficient conduct and did not advise the Employee of his/her deficiencies to give the employee an opportunity to correct the behaviour, then the same shall not be included in the annual Performance Review.

5. An Employee shall have the right to grieve in accordance with the Grievance Procedure, Article 43.
5.1 Upon completion of the Grievance Procedure, the results would be considered as the final evaluation, which will be placed on the employee file and the grieved form removed.

7. Each immediate 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. The annual Performance Review is not designed to attack or criticize the Employee but rather to steer and to guide him/her in a manner that is beneficial to both the Employee and Employer.

8. The Employer 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 Performance Review procedures.
ARTICLE 11

INCREMENTS

1. Commencing July 1, 2014, the incremental date for all non-faculty employees will be July.

2. Increments will be awarded to deserving Employees on an annual basis, provided their overall performance during each year meets the objectives for the accomplished period.

3. All Employees under the Bargaining Unit shall be eligible for an Increment after one (1) year of service in accordance with Article 10.

3.1 Supervisors must assist their Employees in improving the level of performance.

3.2 Should the Supervisor fail to meet with the Employee as stipulated in Article 10, or fail to discuss and document the deficiencies, if any, with the Employee during the Review period, the annual Increment shall be automatically awarded within two (2) months thereafter with no less than satisfactory/average performance on the performance evaluation. The Performance Evaluation should be completed and forwarded to the Human Resources Department for further processing.

3.3 Decisions regarding payment/non-payment of Increment will be communicated to the Employee by the Human Resources Department.

3.4 All outstanding increments for eligible employees under the Bargaining Unit shall be paid within thirty (30) days of the signing of this Agreement.

4. Employees in the Bargaining Unit who are on Paid Study Leave are eligible to receive their annual Increment once satisfactory performance standards are maintained as outlined in the terms and conditions of the Bond Agreement. (i.e. submission of a progress report and transcript of courses each semester).

5. Employees at the maximum of their Salary Scales, with a satisfactory performance rating shall be paid an annual payment equivalent to one (1) year’s Increment in accordance with the agreed Salary Scale. This payment shall continue every other year thereafter, provided that the Employee has earned a satisfactory performance standard on the Performance Review each year thereafter. It should be noted, however, that this payment is not an increase in salary but rather a Lump Sum payment.
ARTICLE 12

PROMOTION

1. The Employer and the Union recognize the importance of maintaining the highest level of efficiency. A Non-faculty Promotions Committee (NFPC) shall be established to consider all matters pertaining to the promotion of all employees under the Bargaining Unit.

1.1 The NFPC shall consist of seven (7) members, three (3) of whom shall be BPSU representatives.

2. One (1) 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 (NFPC) 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 commendation and other such indications of professional competence will be taken into account. Discipline and sickness records will also be factors for 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;

5.5 Merit;

5.6 Seniority;

5.7 Training; and

5.8 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.

8. When an Employee is promoted, the promotion shall take effect July 1.
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 such request to the Human Resources Department, which 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 educational training, employees shall be allowed to pursue other educational training opportunities of value both to the employee and to the Institution. All educational training for which the employee is seeking financial support must have prior approval of the Non-Faculty Development Committee (NFDC) before commencement.

2. When such leave of absence is approved for training or education, there shall be no break in service. The period of such Leave of absence shall vary, and may be extended in special circumstances.

3. 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.

4. The Employer shall provide financial assistance for Employees who on a part-time or full-time basis wish to:

   4.1 Pursue approved courses or a specific programme of study at the College of The Bahamas, or at another accredited Institution, up to the Masters level

   4.2 Pursue an approved specific course of study up to the Masters level at another Institution, where the course of study either:

       4.2.1 Leads to professional certification not offered at the College; or

       4.2.2 Has a content that is outside the College’s offerings.

5. Programmes of study at the Associate’s level, Bachelor’s level, and Master’s level must be approved by the Non-Faculty Development Committee (NFDC).

   5.1 In order for Employees to receive reimbursement, Tuition Waiver or financial assistance, courses of study must have been approved by the Non-Faculty Development Committee.

6. In cases of approved time-off to attend classes (Day Release), before an officer is released for courses offered during normal work hours, the following conditions must be met:
6.1 There must be foreseeable need for an employee with the type of training proposed;

6.2 It must be convenient to spare the employee;

6.3 The employee selected must possess the potential for successfully completing the course.

**Types of Assistance**

7. It is agreed that assistance shall be given to Employees in the form of one (1) or more of the following ways for undergraduate studies (not for franchise programmes):

7.1 One hundred percent (100%) Waiver of Tuition for Dependents of Employees attending the College;

7.2 One Hundred percent (100%) Waiver of Tuition for Employees attending the College who have been approved by the NFDC (employee will be bonded on a pro-rata basis);

7.3 Fifty percent (50%) Waiver of tuition for employees (no bonding required)

7.4 Tuition Reimbursement upon proof of satisfactory completion as follows:

7.4.1 Fifty percent (50%) for Employees that enrolled at other degree-granting Institutions provided that the course or programme is not offered at the College;

7.4.2 Tuition Reimbursement at the same level of tuition charged at the College provided that the course or programme is offered at the College but attempts to enrol in such course have proven unsuccessful (i.e. scheduling and/or oversubscription);

7.5 Advance payment of Tuition for Employees who have been approved by the NFDC to attend other degree-granting Institutions;

7.6 Payroll deduction, which must be agreed to by the Employee prior to implementation;

7.7 Paid Study Leave;

7.8 Study grants;
7.9 Time off to attend classes;
7.10 Time off for study periods;
7.11 Travel grants;
7.12 Financial Assistance for graduate programmes
7.13 Warm clothing allowance, if applicable at a maximum of five hundred dollars ($500.00);
7.14 Book allowance at a maximum of five hundred dollars ($500); and
7.15 Fifty percent (50%) reduction in Tuition for Spouses.

Eligibility

8. All Full-time Employees 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 or full time basis at the College or at another approved Institution.

9. In general, approval to attend another Institution will not be given if the programme is available at the College; however, special consideration shall be given on a case-by-case basis.

Tuition Reimbursement

11. It is agreed that Tuition Reimbursement will only be given for programmes and courses of study in the following instances:

11.1 For courses taken at the College, a full reimbursement of tuition fees will be made upon proof of satisfactory completion, namely a letter grade of “C” or above;

11.2 For courses taken at approved degree-granting Institutions other than the College, the Employer shall pay Tuition Reimbursement at the same level as the tuition charged at the College upon proof of satisfactory completion, provided that the course or programme is not offered at the College;

11.3 For Online courses taken via Distance/Distributed Learning and upon proof of satisfactory completion.
12. It is agreed that Employees who have been approved by the Non-Faculty Development Committee shall be granted two (2) days off inclusive of the date of examination.

12.1 A progress report and transcript must be forwarded to the Human Resources Department.

13. It is agreed that employees who are enrolled in courses without the approval of the Non-Faculty Development Committee shall apply for vacation or unpaid leave to write their examinations.

14. It is agreed that employees receiving study grants, reimbursement of tuition, tuition waiver, or time given off to attend classes will be bonded on a pro-rata basis. The duration of the bond shall be determined by the amount awarded in relation to their annual salary.

15. It is agreed that all employees who receive Paid Study Leave will be bonded to the College as follows:

15.1 One (1) Semester - Two (2) semesters of service

15.2 One (1) Year - Eighteen (18) months of service

15.3 Two (2) Years - Three (3) years of service

15.4 Three (3) Years - Five (5) years of service

16. In cases where employees do not complete their programme of study within the period granted for Study Leave (including extensions), and do return to the College to resume their duties for the same period of time that the study leave was granted for, shall be allowed to pay monies owing to the College over their stipulated bonded period.

In cases where employees 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, shall be allowed to pay monies owing to the College over their stipulated bonded period together with interest at six percent (6%) per annum.

17. It is agreed that failure to comply with the stipulation as outlined in the bond document will result in legal action.

Non-Faculty Development Committee (NFDC)
18. The Staff Development Committee (NFDC) shall meet twice (2x) a year and shall consist of the following:

18.1 President (who shall be Chair) or designate;
18.2 Relevant Vice President;
18.3 Relevant Head of Unit;
18.4 Two (2) representatives for the Employees elected by members of the Bargaining Unit to serve for a minimum of two (2) years;
18.5 Head, Human Resources or designate;
18.6 Secretary, College Council (ex-officio); and
18.7 Chief Shop Steward, the Union or designated representative.

19. A quorum for the NFDC shall consist of the following or their representatives:

19.1 President;
19.2 Relevant Head of Unit
19.3 One (1) representative for the Employees elected by members of the Bargaining Unit to serve for a minimum of two (2) years;
19.4 Head, Human Resources or designate; and
19.5 Chief Shop Steward, the Union or designated representative.

Completion of Degree Increments

20. It is agreed that upon the successful attainment of a degree once approved by the NFDC, the Employee shall be awarded the following increment(s) on the agreed scales:

20.1 One (1) increment shall be granted a Bachelor’s degree;
20.2 Two (2) increments shall be granted for a Master’s degree; and
20.3 In cases where an Employee’s Salary Scale cannot accommodate the additional Increment(s) as stipulated in above, the Employer shall pay the
Employee a one-time lump sum payment of equal value of the Annual Increment(s) that would have been awarded for the degree earned.

21. The College shall provide ten percent (10%) discount on all items in the College’s Bookstore with the exception of textbooks.

**Waiver of Tuition for Dependent Children of Employees**

22. It is agreed that waiver of tuition shall be available to Dependent children of all Employees who meet the criteria.

23. It is agreed that all members having served the College in excess of two (2) years are eligible for waiver of tuition for their dependent children up to the age of twenty-five (25) as follows:

23.1 For Dependents registered as full-time students, waiver of tuition shall be granted for a maximum of five (5) years and a maximum of three (3) Dependents.

23.2 For dependents registered as part-time students, waiver of tuition shall be granted for a maximum of eight (8) years and a maximum of three (3) Dependents.

24. It is agreed that Dependent children of Employees with at least two (2) years of service who died in the service of the College or who have been medically boarded shall be entitled to waiver of tuition.

25. It is agreed that Dependent children of Employees who have retired shall also be entitled to waiver of tuition.

26. It is agreed that waiver of tuition will only be granted to students who maintain a Grade Point Average of 2.0 and higher. Each semester students must show evidence (transcript) of having maintained the required GPA.

27. It is agreed that this article cannot be applied retroactively with respect to reimbursement for courses done in the past.

**Tuition Reduction for Spouses**

28. It is agreed that Spouses of Employees who have been employed at the College for at least two (2) years, shall be eligible for Fifty percent (50%) reduction in Tuition at the College, contingent upon good academic standing. Spouses of Employees may enroll in classes on full or part-time basis.
28.1 Application for this benefit must be made in writing by the Spouse employed by the College;

28.2 Proof of eligibility should be provided at the time of the application; and

28.3 If legally separated or divorced, entitlement to this benefit is null and void.
ARTICLE 15

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 a 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 tasks to 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 16

SICK LEAVE

1. The Employer shall grant sick leave 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-cumulative.

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 of sick leave, or all full-pay leave due, seven-eighths (7/8) salary may be paid for sick leave for periods up to an inclusive total of six (6) months’ absence from duty. In the event of more than six (6) months’ incapacity, sick leave on half (1/2)-pay may be granted up to a maximum of a further six (6) months. In the event of more than one (1) year’s incapacity, unpaid sick leave may be granted up to a further six (6) months. Any Employee who exhausts his/her entire eligibility for sick leave on full, seven-eighths (7/8) and half (1/2)-pay shall be deemed permanently disabled and immediately medically boarded and his/her 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/she shall not be eligible for full-pay leave in respect of the ensuing year unless and until he/she first returns to active duty. Further sick leave may be granted up to a maximum of six (6) 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/she has been absent for less than two (2) days in any one (1) 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 seventy-two (72) hours, shall furnish the employer with a statement from
the attending physician stating that the Employee is medically unfit to resume his/her normal work duties during the days in question. The AVP, 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’s pay check when a medical certificate to cover his/her entire period of absence is not provided if he/she has been absent for more than two (2) consecutive working days.

10. A replacement for an Employee on sick leave shall be considered a Temporary Employee (see Article 8).

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 AVP, Human Resources Department.
ARTICLE 17

MATERNITY/PATERNITY LEAVE

Maternity Leave

1. All female Employees after the completion of one (1) year’s service shall be granted fourteen (14) calendar weeks Maternity Leave for a continuous period including the week of confinement which shall be at full pay.

2. Every female Employee shall submit to her immediate Supervisor such applications and certificate from a medical practitioner that confirms the date of confinement to establish the eligibility for the Maternity Leave benefit.

3. No Maternity Leave shall be granted more than once (1x) 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 Employer 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 Practitioner, steps shall be taken to adjust the Employee’s working conditions and responsibilities.

7. Shift Employees may be allowed to work days only, during the last two (2) months of pregnancy and for the first two (2) month upon return to work.

8. 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/Unit Head and the Union.

9. Maternity Leave without pay may be granted where the employee is not eligible for paid leave.

10. Employees on Maternity Leave will be paid in accordance with the provisions of the National Insurance Act.
Paternity Leave

11. All male Employees shall be eligible for a continuous period of four (4) weeks of paid Paternity Leave after one (1) year of full-time service.

12. If additional time is required beyond the four (4) weeks paid leave, vacation, special or unpaid leave may be considered.

13. Paternity Leave at full pay shall not be granted more than once (1x) every three (3) years.

14. To claim full benefits, Employees shall submit to the Human Resources Department through their immediate Supervisor/Unit Head:

   14.1 A letter requesting Paternity Leave acknowledging Paternity.

   14.2 A Medical Practitioner’s report confirming the pregnancy and the expected date of birth.

15. After the birth of the child, the Employee shall forward a copy of the birth certificate to the Human Resources Department.
ARTICLE 18

ADOPTION LEAVE

1. Employees are eligible for paid adoption leave after one (1) year of service (12 months) of full-time service. Documentation providing evidence of the adoption should accompany the application for the Leave.

2. Normally, Adoption Leave at full pay will not be granted more than once (1x) 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 (1x) every two (2) years.

   2.1 Employees who adopt infants from zero (0) to nine (9) months of age are entitled to six (6) weeks of adoption leave.

   2.2 Employees who adopt infants from ten (10) months to five (5) years of age are entitled to three (3) weeks of Adoption Leave.

   2.3 Employees who adopt children over five (5) years old may apply for leave under the provisions in the Special Leave Policy.
ARTICLE 19

COMPASSIONATE LEAVE

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.

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.

3. The fact of a death in family, as referred to in this Article 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.

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 20

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 flood, fire, other natural disasters or illness in an employee’s immediate family up to a maximum of six (6) working days per year, may be granted. Applications must be accompanied by a statement of reasons, where possible evidence of the emergency for which the leave is required. All information shall 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/her leave of absence. Any failure to do so, extending beyond three (3) working days shall be considered a voluntary resignation unless he/she 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 21

UNION LEAVE

1. Any Employee selected or elected as a delegate to any Labour/Industrial Relations programme pertaining to the affairs of the Union and 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 22

VACATION LEAVE
1. The entitlement for annual leave shall accrue after one (1) year of continuous service with the Employer.

2. The College shall grant up to five (5) working days of the first (1st) year’s entitlement six (6) months after employment.

3. Vacation leave accrual will be governed based on the College’s Vacation Leave policy.

4. 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 (15) working days;

   5.2 Employees with four (4) to ten (10) years of continuous service - twenty (20) working days; and

   5.3 Employees with ten (10) to twenty-four (24) years of continuous service - twenty-five (25) working days.

6. Should a Government-recognized holiday fall within the period of the annual leave granted, an additional day shall be added to the number of work days of the 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 fifteenth (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 where an 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 23

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 the relevant Vice President; where leave is more than thirty (30) days, the application must be forwarded to the President by the relevant Vice President for approval.
1. Employees voting in a general election are entitled to time-off from work with pay for a duration of two (2) hours, in additional to the normal lunch hour.

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 duration of two (2) hours, in addition to the normal lunch hour.

3. Permission for time off to vote should be made to the immediate supervisor at least two (2) days prior to the Election Day.
ARTICLE 25

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 (1st) day after the work injury for a period not exceeding forty (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/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/she 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/her sick leave entitlement.

8. A replacement for an Employee on leave because of industrial injury shall be considered a Temporary Employee.
ARTICLE 26

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 an 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 the 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; and
   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 AVP, Human Resources; the Director, Employee & Industrial Relations, and the Chairperson/Director/Supervisor concerning further counselling and assistance for the Employee.
8. The AVP, Human Resources, and Director, Employee & 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; and

8.2 The Employee fails to abide by the terms of his/her rehabilitation programme.
ARTICLE 27

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 and Safety Committee

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; and

   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.
The Employer

8. The College shall:

   8.1 Provide adequate and safe working shelters for security officers; and

   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 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 28
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; and
   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 AVP, HR.

5. Employees who fail to comply with the Smoking policy will be disciplined according to sub-section four (4) disciplinary and discharge procedure.
ARTICLE 29

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 Vision coverage at no cost to the employee for single coverage.

2. The Employer shall provide and pay sixty percent (60%) of the Health, Vision, and Dental 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 one hundred percent (100%) of the Health and Life Insurance Premium (of the College’s Plan) for the following employees:

   3.1 Security Officers;
   
   3.2 Designated Cashier/Bank Depositors;
   
   3.3 Employees with thirty years (30) or more years of continuous service;

4. Upon the signing of the agreement, the life component of the Group Medical Plan shall be changed from $30,000 to $50,000 in basic life plus the provision for Accidental Death and Dismemberment. The difference in the premium of the Life Insurance shall be paid 50% by the Employer and 50% by the employee.

5. The Union shall be included as a part of the discussions and decisions regarding renewal of the Health and Life Insurance Plan.

6. The Employer will consult the Union on any proposed changes in the Group Insurance Plan.
ARTICLE 30

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 When working at 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 immediate 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 (2x) for all hours worked.
ARTICLE 31

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.

2. Incentive Awards may include such things as paid time-off, gifts and honoraria, Employee-of-the-Quarter, Employee-of-the-Year, and outstanding awards.
ARTICLE 32

ALLOWANCES

Per Diem

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. 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 dollars ($80.00), which is to cover meals, laundry and sundry expenses.

2. In the case of travel to places within The Bahamas, a per diem of sixty dollars ($60.00) will be paid to cover meals, laundry and sundry expenses.

3. Where approval has been given, receipts must be produced to cover all expenditures incurred.

4. Whenever additional expenses are incurred above the amount advanced, receipts must be produced to receive refunds.

Mileage

5. Any employee with approved authorization to use his/her 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—one dollar ($1.00) per mile.

Uniform Allowance

6. For Security Officers, The College shall provide uniform consisting of:

   6.1 Shoes;
   6.2 Summer and winter uniforms;
   6.3 Shirts;
   6.4 Boots; and
   6.5 Raincoats
7. The Employer will provide uniforms for the following units:

7.1 Janitorial - three (3) every two (2) years;

7.2 Maintenance - three (3) every two (2) years; and

7.3 Media/MIS - one (1) lab coat every two (2) years.

**Acting Allowance**

8. 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 (½) of the difference between the two (2) annual salaries affected.

9. Any employee who is requested to act in a more senior position must obtain approval in writing from Human Resources Department.

10. The acting employee shall not in any case receive more salary than the employee holding the substantive position.

11. 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.

12. Should an employee be required to act consecutively for periods of less than ten (10) working days in each case, the two (2) periods shall be merged to allow for payment from the first (1st) day of acting.

**Responsibility Allowance**

13. When the need arises for an employee to take on additional responsibilities, which are not directly relevant to his/her job description, the employee so acting shall be paid an allowance of one thousand dollars ($1,000.00) per annum, or one-half (1/2) of his/her salary and one-half of the salary of the employee whose position he/she was called upon to fill, whichever is greater, provided, however, that the two (2) 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 33**
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 the 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 College whenever/wherever suitable vacancies are available; and the Employer 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 along with 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 One (1) to three (3) years - two (2) weeks;

8.2 Three (3) to five (5) years - two (2) weeks for each completed year;

8.3 Five (5) to eight (8) years - two (2) weeks for each completed year up to a maximum of six (6) months’ pay;
8.4 Eight (8) to twelve (12) years - two (2) weeks for each completed year up to a maximum of seven (7) months’ pay;

8.5 Twelve (12) to Fifteen (15) years - two (2) weeks for each completed year up to a maximum of eight (8) months’ pay;

8.6 Fifteen (15) to twenty (20) years - two (2) weeks for each completed year up to a maximum of nine (9) months’ pay;

8.7 Twenty (20) to twenty-five (25) years - two (2) weeks for each completed year up to a maximum of ten (10) months’ pay; and

8.8 Twenty-five (25) years or more - two (2) weeks for each completed year up to a maximum of twelve (12) months’ pay.
ARTICLE 34

TERMINATION PAY

1. Where the services of a Full-time, permanent employee is terminated by the College, as specified in Article 33 sub-section 8, the Employer, after consultation with the Union, will determine any entitlements that the employee is due.
ARTICLE 35

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 36

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 employees and shall expect both to accept the same level of responsibilities.

3. Employees shall enjoy rights under this Agreement regardless of gender, age, colour, racial, ethnic or national origin, religious or political affiliation, physical disability or marital status.
ARTICLE 37

PRE-RETIREMENT

1. The Employer will notify the Employee and the Union wherever an Employee in the Bargaining Unit approaches Retirement Age and is to be retired.

2. Twelve (12) months prior to the retirement date, 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 (12) months prior to the retirement date, an Employee may request from his/her department head to discontinue working night shifts and work days only, Monday through Friday.
ARTICLE 38

COMMUNICATION AND 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. 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 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 39

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 unreasonably 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 40

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 41

DISCIPLINE AND 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.

   2.1 The penalties that may be imposed for infractions of Employer’s Policies or accepted standards of performance, may be as follows:

      2.1.1 Verbal reprimand;
      2.1.2 Written reprimand;
      2.1.3 Suspension with pay (for investigatory purposes);
      2.1.4 Suspension without pay;
      2.1.5 Demotion; and
      2.1.6 Dismissal.

3. Each case shall be weighed on its own merits.

4. It is agreed that a Non-Faculty Disciplinary Committee shall be established to consider disciplinary matters for major infractions warranting a suspension or a dismissal of an Employee. Recommendations of the Non-Faculty Disciplinary Board shall be forwarded to the AVP, HR for further action or implementation.

5. The Non-Faculty Disciplinary Board shall be a standing committee and shall be composed of the following persons:

   5.1 Executive Vice President or designate (who shall be chair);
   5.2 Senior Team Representative
   5.3 AVP, Human Resources or designate (non-voting member)
   5.4 Relevant Unit Head;
   5.5 Employee & Industrial Relations Specialist;
   5.6 Two (2) representatives for the Employees elected by members of the Bargaining Unit to serve for a minimum of two (2) years; and
5.7 Chief Shop Steward, the Union or designated representative

6. A quorum of the NFDC shall consist of the following or their representatives:

6.1 Executive Vice President;
6.2 Relevant Unit Head;
6.3 Employee & Industrial Relations Specialist;
6.4 One (1) representative for the Employees elected by members of the Bargaining Unit to serve for a minimum of two (2) years; and
6.5 Chief Shop Steward, the Union or designated representative.

7. 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.

7.1 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;

7.2 No employee shall be disciplined or discharged except in accordance with this Article and for just cause.

Major Breaches

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

8.1 Theft or removal without permission of property belonging to or in the care of the Employer;
8.2 Sleeping during assigned duty hours in the case of watchmen and security personnel;
8.3 Drunkenness;
8.4 Fighting or acts of physical violence on the job;
8.5 Possession of illegal drugs and/or use of intoxicants on property of the Employer or conviction for dangerous drugs;
8.6 Unauthorized possession of firearms, weapons, or explosives on the Employer’s property;
8.7 Malicious damage to the Employer’s property;
8.8 Unauthorized lending or permitting the duplication of the Employer’s keys;
8.9 Gross and unprovoked insubordination;
8.10 Wilful neglect of duty;
8.11 Dishonesty;
8.12 Gambling or conducting other games of chance on the Employer’s property;
8.13 Falsification of personnel, medical, or other records or the intentional omission of pertinent facts or perjury;
8.14 Criminal Convictions;
8.15 Falsifying testimony when accidents are being investigated; giving false or withholding pertinent information in making an application for employment;
8.16 Making false claims or misrepresentations in an attempt to obtain sick leave, accident benefits or National Insurance benefits;
8.17 Unauthorized entry into computer records;
8.18 Failure to report knowledge of robbery, fraud, theft or extortion or corruption;
8.19 Harassment and discrimination, as set out in Article 43;
8.20 Where the operations are continuous, a security officer leaving his/her post at the end of a scheduled shift before being relieved by his/her Supervisor or relieving Employee on the incoming shift;
8.21 Unauthorized use of The College’s property for private work or performing private work during regular working hours;
8.22 Threatening, intimidating, coercing or interfering with Employees or Supervisors at any time;

8.23 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 (1) of the following:

   8.23.1 Dismiss the employee immediately if in the Employer’s view the circumstances justify such action; or

   8.23.2 Suspend the employee for a period not exceeding fifteen (15) working days; and

8.24 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

9. Minor breaches of discipline or misdemeanours include (but are not limited to) the following:

   9.1 Acts which disrupt or interfere with the administration of The College;
   9.2 Repeated absence without permission;
   9.3 Repeated lateness;
   9.4 Causing disruption on the job;
   9.5 Insubordination;
   9.6 Wilful violation of the Employer’s known policies and regulations;
   9.7 Harassment and verbal intimidation and abuse;
   9.8 Unauthorized use of the Employer’s office equipment and supplies;
   9.9 Unethical and unprofessional behaviour with regard to customers and staff. (Acts of discourtesy and outright rudeness or use of profane language);
   9.10 Failure to carry out certain control procedures established by the
9.11 Making or publishing false or malicious statements concerning any Employee, Supervisor, The College or its operations.

Procedure for Discipline for Minor Breaches

10. Minor infractions of the Employer’s policies shall be dealt with in the following manner:

10.1 On the first (1st) occurrence of any minor breach, an oral warning shall be given to the Employee in the presence of a shop steward;

10.2 On the second (2nd) 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;

10.3 On the third (3rd) occurrence of any minor breach, a final warning in writing shall be given to the Employee and with a copy to the provided to the shop steward and a copy retained by the Department Head;

10.4 On the fourth (4th) occurrence of a minor breach, it shall be treated as a major breach and shall be addressed in accordance with this article; and

10.5 In case of a minor breach of discipline, the Employer 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.

Procedures for Discipline of Major Breaches

11. When a complaint is formally lodged against an Employee, the immediate Supervisor and Department Head, where applicable, shall investigate and attempt to resolve the matter. If the matter cannot be resolved, it shall be referred in writing to the Non-Faculty Disciplinary Board via the AVP, HR, and copied to the Employee and the Union.

12. In the event the Employee is alleged by the Employer to have committed a breach of discipline warranting suspension or dismissal, the following action shall occur:

12.1 The Department Head shall forward a written report to the AVP, HR, within two (2) business days of the occurrence, detailing the date(s) in question,
the nature of the infraction and any steps taken by the immediate Supervisor or Unit Head, where applicable.

12.2 The AVP, HR, shall forward the complaint to the NFDB and a meeting of the NFDB shall convene within fifteen (15) working days to investigate and determine the appropriate cause of action. A copy of the complaint logged shall be copied to the Employee and to the Union at the same time it is forwarded to the NFDB.

12.3 If the Employee is suspended, a notice of such suspension, shall be given to the Employee and to the Union, setting out the reason for the suspension, and the Employee shall be given a reasonable opportunity to reply to the said notice;

12.3.1 The Employer shall suspend the Employee with full pay pending further investigation or until a meeting of the NFDB is convened within the fifteen (15) days stipulated in Clause 12.2 above, to duly consider the complaints lodged against the Employee.

12.3.2 Once the NFDB has convened, the Employee is placed on one-half (1/2) pay, until a decision is rendered.

12.3.3 Should the NFDB not convene within the stipulated time, the Employee shall be re-instated until such time as the NFDB has met.

12.3.4 Additionally, the complaint shall be withdrawn and an apology issued to the affected Employee.

12.4 The Employer has the right to immediately dismiss the Employee if the circumstances warrant immediate dismissal (i.e. acts of violence or criminal charges etc.)

12.5 All copies of documents and evidence to be presented to the NFDB shall be received by the Employee and the Union at least five (5) working days prior to the meeting. In exceptional circumstances, the notice may be shorter but not less than forty-eight (48) hours prior to the meeting.

12.6 The Employee and/or his/her designated representative shall have the right to:

12.6.1 Call and examine witnesses;

12.6.2 Make an initial rebuttal of the complaint and a final rebuttal after the presentation of all evidence; and

12.6.3 Be present during the presentation of evidence.
12.7 In the event that the NFDB finds cause for disciplinary action, the NFDB shall forward its recommendations, along with supporting evidence, to the AVP, HR, for further action or implementation.

12.8 In the event that the NFDB does not recommend disciplinary action:

12.8.1 A written statement shall be issued by the AVP, HR, to the Employee and copied to the Union;

12.8.2 The Employee shall have his/her personnel file purged of all related documents, receive a written apology exonerating him/her and, in cases where salary has been withheld, receive full restoration; and

12.8.3 The Employee shall have the right to place the apology in his/her personnel file.

12.9 Employees appearing before the NFDB for matters deemed medical or psycho-social shall be referred to the relevant medical or Mental Illness practitioner.

12.10 It is agreed that the Union reserves the right to take such steps as are available under the provision of the Industrial Relations Act or any statutory modification or re-enactment thereof.

ARTICLE 42

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/her 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; and

   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 Article commencing at Stage 3.
ARTICLE 43

HARASSMENT AND DISCRIMINATION

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 and/or 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 44

ACCOMMODATIONS

1. Adequate housing provisions in keeping with the official status of the Employee concerned shall be provided to accommodate the Employee on official travel.

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 45

BULLETIN BOARDS

1. The Employer shall provide space on Bulletin Boards for the posting of information necessary for the conduct of Union affairs and the Employer’s memoranda affecting staff.
ARTICLE 46

JURY AND 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 47

AGENCY SHOP AND UNION DUES

1. The Employer agrees to maintain a voluntary current check-off system presently enforced.

2. The Employer 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 dates of the individual deductions included in the remittance.

3. The Employer 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 percent (90%) 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; and

   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 48

RIGHTS OF UNION OFFICIALS

1. When it is necessary for a Shop Steward to leave his/her 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/her 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 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; and
   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 49

STATEMENT OF UNDERSTANDING

1. Should an employee be enjoying better conditions of employment whether via contract with the Employer or otherwise, the said conditions of employment shall continue to subsist, unless otherwise agreed between the Employer and the Union.
ARTICLE 50

**SALARY INCREASE**

1. Year 1 - 2010  =  No increase
2. Year 2 - 2011 =  No increase
3. Year 3 - 2012 =  Extend all salary scales by two (2) incremental steps effective July 1, 2012
4. Year 4 - 2013 =  Lump sum payment equal to one increment upon signing of the agreement. Payment of an increment in addition to normal increment on the normal increment date for the Fiscal year 2013/2014.
5. Year 5 - 2014 =  


ARTICLE 51

DURATION OF AGREEMENT

1. This Agreement shall be effective upon registration by the Registrar of Trade Unions and Industrial Agreements and shall expire on December 31, 2014. In witness whereof, 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
THE COLLEGE OF THE BAHAMAS

For and on behalf of
BAHAMAS PUBLIC SERVICES UNION

Council Chairman

President

President

Secretary General

Labour Consultant

Shop Steward

Witness

Shop Steward

Consultant
SCHEDULE II

MANAGEMENT

SENIOR MANAGEMENT

The President
The Executive Vice President
Registrar
Vice President, Student Affairs
Vice President, Operations
Vice President, Finance
College Librarian
Associate Vice President, Continuing Education & Extension Services
Associate Vice President, Human Resources
Associate Vice President, External Affairs
Associate Vice President, Northern Bahamas Campus
Chief Information Officer
Council Secretary
Dean, Faculty of Liberal & Fine Arts
Dean, Faculty of Pure & Applied Sciences
Dean, Faculty of Business
Dean, Faculty of Social & Educational Sciences
Executive Director, Culinary & Hospitality Management Institute
Executive Assistant to the President

MIDDLE MANAGEMENT

Chairs
Directors
Assistant Directors
BSNIC Administrator
Financial Controller

OMBUDSMAN

Director, Employee & Industrial Relations
SCHEDULE III

NON-FACULTY EMPLOYEES

The Employer agrees that prior to the signing of this Agreement, it shall provide a complete and accurate listing of all Non-Faculty positions within the College.

<table>
<thead>
<tr>
<th>Position</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Administrator</td>
<td>Library Technician</td>
</tr>
<tr>
<td>Accounts Clerk (I-V)</td>
<td>Media Associate (I-II)</td>
</tr>
<tr>
<td>Administrative Assistant (I-III)</td>
<td>Media Specialist</td>
</tr>
<tr>
<td>Admission Assistant (I-III)</td>
<td>Media Technician</td>
</tr>
<tr>
<td>A/C Technician</td>
<td>Meeting Room Attendant</td>
</tr>
<tr>
<td>Alumni Relations &amp; Development Assistant (I-III)</td>
<td>Messenger/Mail Clerk</td>
</tr>
<tr>
<td>Alumni Relations &amp; Development Assistant (Stewardship)</td>
<td>Network Assistant</td>
</tr>
<tr>
<td>Apprentice A/C Technician</td>
<td>Operations Supervisor</td>
</tr>
<tr>
<td>Assistant Accountant (I-II)</td>
<td>Poultry Technician</td>
</tr>
<tr>
<td>Bookstore Assistant</td>
<td>Private Secretary</td>
</tr>
<tr>
<td>Bookstore Clerk</td>
<td>Programmer I</td>
</tr>
<tr>
<td>Business Development Officer I</td>
<td>Public Relations Assistant (I-II)</td>
</tr>
<tr>
<td>Caretaker</td>
<td>Purchasing Manager</td>
</tr>
<tr>
<td>Caretaker (Foreman)</td>
<td>Receiving Clerk II</td>
</tr>
<tr>
<td>CEES Coordinator</td>
<td>Record Assistant (I-III)</td>
</tr>
<tr>
<td>Chief Accounts Clerk</td>
<td>Secretary (I-II)</td>
</tr>
<tr>
<td>Chief Clerk</td>
<td>Security Officer (I-II)</td>
</tr>
<tr>
<td>Chief Steward</td>
<td>Security Supervisor</td>
</tr>
<tr>
<td>Chief Laboratory Technician</td>
<td>Senior Accounts Clerk (I-II)</td>
</tr>
<tr>
<td>Chief Library Assistant</td>
<td>Senior Administrative Assistant</td>
</tr>
<tr>
<td>Chief Library Technician</td>
<td>Senior Admission Assistant I</td>
</tr>
<tr>
<td>Chief Workshop Technician</td>
<td>Senior Clerk (I-II)</td>
</tr>
<tr>
<td>Clerk (I-II)</td>
<td>Senior Computer Programmer</td>
</tr>
<tr>
<td>Computer Clerk (I-II)</td>
<td>Senior Human Resources Assistant</td>
</tr>
<tr>
<td>Computer Operator (I-II)</td>
<td>Senior Janitor Senior Janitress</td>
</tr>
<tr>
<td>Computer Programmer</td>
<td>Senior Supervisor, Janitorial Services (I-II)</td>
</tr>
<tr>
<td>Computer Technician (I-II)</td>
<td>Senior Library Assistant</td>
</tr>
<tr>
<td>Copy Clerk</td>
<td>Senior Librarian Technician</td>
</tr>
<tr>
<td>Craftsman, Foreman (AC/Electrician/Mason/Painter/ Plumbing/Carpenter)</td>
<td>Senior Operator</td>
</tr>
<tr>
<td>Craftsman, A/C (I-IV)</td>
<td>Senior Private Secretary</td>
</tr>
<tr>
<td>Craftsman, Carpenter (I-VI)</td>
<td>Senior Security Officer</td>
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<tr>
<td>Craftsman, Electrician (I-IV)</td>
<td>Senior Security Supervisor (I-III)</td>
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<tr>
<td>Craftsman, Mason (I-IV)</td>
<td>Senior Systems Designer</td>
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<tr>
<td>Craftsman, Painter (I-IV)</td>
<td>Senior Workshop Technician</td>
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<tr>
<td>Craftsman, Plumber (I-IV)</td>
<td>Steward</td>
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<tr>
<td>Executive Secretary (I-II)</td>
<td>Storeroom Clerk</td>
</tr>
<tr>
<td>Data Entry Clerk (I-II)</td>
<td>Supervior, Technical Services</td>
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<tr>
<td>Finance Assistant (I-II)</td>
<td>(AC/Electrician/Mason/Painter/ Plumbing/Carpenter)</td>
</tr>
<tr>
<td>Graphic Artist (I-II)</td>
<td>Systems Designer</td>
</tr>
<tr>
<td>Human Resources Assistant (I-III)</td>
<td>Technician</td>
</tr>
<tr>
<td>Janitor (I-II)</td>
<td>Typist (I- II)</td>
</tr>
<tr>
<td>Janitorial Inspectress</td>
<td>Warehouse Receiver</td>
</tr>
<tr>
<td>Janitress (I-II)</td>
<td>Wellness Center Coordinator</td>
</tr>
<tr>
<td>Labourer</td>
<td>Workshop Technician</td>
</tr>
<tr>
<td>Labourer (Truck Driver)</td>
<td>Writer</td>
</tr>
<tr>
<td>Library Assistant (I-II)</td>
<td></td>
</tr>
</tbody>
</table>