

DRAFT

INDUSTRIAL AGREEMENT

BETWEEN

THE MINISTRY OF TOURISM

(THE EMPLOYER)

AND

THE BAHAMAS

PUBLIC SERVICES UNION

(THE UNION)

2002

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SCHEDULE I

DEFINITIONS

1. "Public Holidays" means Any day so declared a Public Holiday by the Government of The Bahamas under the Provision of the Public Holidays Act.
2. "Work Week" means Five (5) working days, Monday – Friday.
3. "Roster Duty" means Employees on Roster Duty will work five (5) days per week with two (2) consecutive days off each week. The days off will be granted on a rotation basis.
4. "Work Day" means Between the hours of 9:00 a.m. and 5:30 p.m.
5. "Employer" means The Ministry of Tourism unless otherwise indicated.
6. "Union" means The Bahamas Public Services Union unless otherwise indicated.
7. "Employee" means Persons who have been confirmed in their employment with the Ministry of Tourism and who form a part of the Bargaining Unit.
8. "Bargaining Unit" means All employees of the Ministry of Tourism with the exception of those designated as Management at the inception of this agreement. (See "Management" below)
9. "Shop Steward" means Any employee of the Ministry of Tourism appointed by the Union as a representative.
10. "Per Die m" means The payment of a subsistence allowance paid to an employee who is required to travel within or without The Bahamas for official purposes.
11. "Management" means Any individual having authority in the interest of the employer to recommend the hiring, transfer, suspension, lay-off, recall, promotion, discharge, assign, reward or discipline other employees or having the responsibility to them to adjust their grievances. (These include Permanent Secretary; Director General; Deputy Director General; Director, Human Resources)
12. "Temporary" means A person hired to work on a specific project, or to work for a specific period.
13. "Transfer" means Transfer from one BTO to another whether in the Bahamas or abroad.

ARTICLE I

PREAMBLE

a) This agreement is made this day of , in the year of our Lord, A. D. 2002, between THE MINISTRY OF TOURISM (hereafter called the “Employer”) of the one part and THE BAHAMAS PUBLIC SERVICES UNION a Trade Union registered under the provisions of the INDUSTRIAL RELATIONS ACT 1970 (hereinafter called “the Union”) of the other part.

b) The purpose and intent of this Agreement is to maintain and further a good relationship between the Employer and the members of the Union.

ARTICLE II

RECOGNITION

1) Subject to the provisions of this Agreement, the Employer recognizes the Union as the sole bargaining agent for all salaried workers in its bargaining unit for the purpose of collective bargaining in respect of wages, public service increases, hours of work and other conditions of employment; to foster the general interest and welfare of the bargaining unit provided that in the exercise of such duties the Union does not violate the terms of this Agreement.

2) The Employer acknowledge the rights of the Union to include in its negotiating committee any representatives from affiliated organizations to assist the Union in the course of its negotiations, and the Union recognizes the right of the Employer to include

any representatives it deems fit to assist it in the course of negotiations.

3) The maximum number of representatives to be present at negotiations shall not exceed seven (7) on each side.

4) (a) The provisions of this Agreement shall be binding during its continuance on the Union as Bargaining Agent and every employee in the Bargaining Unit for which the Bargaining Agent has been recognized and the Employer its successors and assigns.

(b) Any Trade Union the has been recognized in accordance with the provisions of section (40) of the Industrial Relations Act, 1970 as Bargaining Agent in place of the Bargaining Agent referred to in paragraph (a) above.

5) The Union recognizes that it is the right of the Employer to exercise all the prerogative 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.

ARTICLE III

SCOPE OF AGREEMENT

1. This Agreement is intended to promote the economic and efficient operation of the Employer, avoid Industrial disturbances, achieve the highest level of employee performance consistent with safety, good health and sustained effort and to these ends, it provides for the continuation of employment in accordance with agreed hours of work, compensation and working environment.

2. The successful operation of the Employer's business hereby declared to be of mutual interest to both parties whose desire is to preserve, promote and improve Industrial and Economic Relationships in a safe and efficient environment.

3. In case of consolidation or merger of the Employer with some other body, representatives of the Employer and The Union will meet without delay and negotiate the proper provisions for the protection of employees seniority and other interests.

ARTICLE IV

UNION & EMPLOYER'S RIGHTS/RESPONSIBILITIES

1. The Union will identify to the Employer in writing the names of its Chief Executives and the names and appointments of its Shop Stewards. No persons other than those notified shall be recognized by the Employer as representing the Union on any matters concerning Industrial relations.

2. The Union shall furnish the Employer with a copy of its constitution.

EMPLOYER'S RESPONSIBILITY

1. The Employer agrees to furnish the Union with a yearly updated list of all Employees falling within the Bargaining Unit. Such list shall include names, job titles, job descriptions and dates of hire.

2. The Employer shall have this agreement printed in booklet form acceptable to the agreement shall receive one (1) copy.

3. The Employer shall furnish the Union with the names of its officers responsible for Industrial relations.

ARTICLE V

EMPLOYMENT

1. The Employer reserves the right to determine and set out, all qualifications for a particular job description and to recruit and hire to fill any vacancy or new position.
2. (a) The Employer will provide the Union with a copy of the job descriptions, salary scales and classification of all positions.

(b) The Employer shall provide each employee with a written job description upon such employee assuming the duties of the post they had been assigned.

(c) Whenever a vacancy or new position occurs, the Employer shall post a vacancy notice on the staff notice boards before advertising to fill such post/vacancy, externally. Such notice shall set out the qualifications and experience required and shall be posted internally for a period of two weeks from the day of posting.

(d) Interested employees shall have the right to apply in writing, provided that such application are submitted with ten (10) working days of the date of posting of a vacancy notice. Employees shall be given first consideration for any vacancy or new position for which they are qualified, subject to the provisions of Article V.

(e) The Union shall be consulted on matters relating to salary scales for new job titles which fall within the Bargaining Unit.

(f) The Employer agrees that it shall not eliminate any job classification within the Bargaining Unit without prior written consultation and agreement with the Union.

(g) The Employer agrees that it will not assign management personnel to perform duties ordinarily performed by members of the Bargaining Unit or vice-versa, except in the following cases:

- During a national emergency
- During an Industrial dispute
- For Training purposes
- For other legitimate cause

(h) Employees shall be allowed to inspect all their personal files in the presence of a representative of the Employer at any time, provided that the employer shall be given reasonable notice of the employee's request in advance.

(i) All adverse items placed on an employee's file, shall be copied to the employee.

ARTICLE VI

PROBATION

1. All appointments other than those on Contract or on temporary terms, shall be subject to a six (6) month probationary period, when the employee is on trial and is tested for their suitability for the work.

2. If at any time during the probationary period the employee exhibits tendencies which render it doubtful in any way, that he/she is suitable for confirmation, the employee should be warned at once and be given such assistance or training as may be necessary to correct any shortcomings.

3. At the end of the probationary period, if the Employer is not satisfied with the

employees progress, the Employer may terminate the employment or extend the probationary period.

4. At the end of the probationary period, the employee shall be notified in writing of their status with the Employer.

5. The Employer shall give the employee two (2) weeks notice, if the employment is to be terminated during or after the probationary period.

6. An employee, on probation who tenders a resignation shall give the Employer two (2) weeks notice.

ARTICLE VII

PROMOTION AND TRANSFER

1. A promotion is defined as conferment upon a person in the Ministry, or Public Service of a public officer or employee which is attached a higher salary or salary scale than that attached to the last or present post.

2. Promotion may involve transfer from one section/department to another.

3. The criteria for selection in the case of promotion or transfer shall include, but is not limited to the following:-

- Merit
- Seniority/Experience
- Performance
- Suitability
- Ability
- Training

- Job Knowledge

4. Once the above have been taken into consideration the Employee with the greatest seniority shall be given first preference as a general principle.

5. When an employee is required to relieve another employee who is on leave, the relieving officer shall be given not less than fifteen (15) working days notice except in cases of emergency when notice is not possible.

6. An employee who is unable to accept a promotion or who refuses a transfer will be superseded but shall remain eligible for consideration at the next round of promotions. Special circumstances will be considered.

ARTICLE VIII

HOURS OF WORK AND OVERTIME

1. The standard work week shall be Forty-Two and One half (42 ½) hours. The standard work day shall be Eight and One half (8 ½) hours.

2. The standard working hours shall be between 9:00 a.m. – 5:30 p.m., lunch hour inclusive.

3. Wherever operation conditions require, employees may be required to work overtime. Except in cases where prior approval for overtime payment has been obtained from the Permanent Secretary or Minister, employees should be granted time off in lieu of overtime.

4. Overtime compensation will be made only in respect of hours worked in excess of Forty-Two and One half (42 ½) hours in any week. Overtime payment will be at the following rates:

(a) Double time for hours worked Sundays, Public Holidays and on any night between 10:00 p.m. and 6:00 a.m., or when an employee is required to work on his or her day off.

(b) Time and one half for hours worked on Saturdays and ordinary work days outside normal working hours, from 6:00 p.m.; (except between 10:00 p.m. and 6:00 a.m.).

FLEXIBLE WORK SCHEDULE

1. Flexible work hours will occur between the hours of 8:00 a.m. and 10:00 p.m. 8:00 a.m. and 10:00 p.m. represent the earliest and latest times an employee may work. For the purpose of this Agreement, flexible working hours will apply to operators within the Tourist Information Unit, Research and Statistics (Field Workers) and On-shore Promotions Unit. However, in the event the employer finds a need to implement a flexible work schedule in any other area of The Ministry of Tourism prior consultation shall take place with the Union.

2. The basic units of time under the flexible work schedule shall be 8 ½ hours per day, 42 ½ hours per week, Monday to Friday. Employees working in the flexible work schedule will be permitted the usual 1 hour lunch break.

3. The flexible time bands will be as follows:

8:00 a.m. – 4:30 p.m.

9:00 a.m. – 5:30 p.m.

10:00 a.m. – 6:30 p.m.

11:00 a.m. – 7:30 p.m.

12:00 noon – 8:30 p.m.

12:30 p.m. – 9:00 p.m.

1:00 p.m. – 9:30 p.m.

1:30 p.m. – 10:00 p.m.

4. The employer will pre-select the starting time, schedule the employee accordingly and maintain a roster of the employees selected to work on the flexible work schedule.

Each employee will be rostered for a period of not less than one week.

5. Overtime for persons on flexible time schedules will follow the same guidelines as those applied as when working normal hours. Overtime will therefore begin a half hour (1/2) after normal quitting time.

ARTICLE IX

SICK LEAVE

1. Sick leave will be granted with full salary up to a maximum of four (4) weeks or twenty (20) working days per annum. Of the twenty (20) days allotment, only ten (10) single-day absences (requiring no medical certificate) will be allowed. If the other ten (10) days are used and no medical certificate is produced, the days will be deducted from the employee's vacation or casual entitlement.

2. Sick leave beyond twenty (20) working days and up to six (6) months shall be granted on seven-eighths (7/8) pay, provided medical certificates are submitted. Sick leave up to a maximum period of a further six (6) months shall be granted upon half pay provided a medical certificate is produced.

3. Weekly paid employees will be entitled to twenty (20) working days sick leave

and the leave shall only be available after each year of service. Further sick leave may be granted up to a maximum of six (6) months on three quarters (3/4) pay.

4. An employee returning to work after a period of sick leave who because of their illness is required to work in a limited capacity, must produce a statement from their physician stating the work limitations.

5. An employee returning to work after a period of illness, shall be reinstated in the position they occupied at the time of the illness or given alternative work of a comparable nature without loss of pay or seniority.

ARTICLE X

MATERNITY/PATERNITY LEAVE

1. Maternity leave on full pay will be granted once in three years for a period of eight (8) weeks to female employees with not less than a year's service. Such leave can be extended up to a period of thirteen (13) weeks if mother or child is ill, such illness being evidenced by a medical certificate.

2. Every female employee shall submit to the relevant office such claim forms as many be necessary to establish the eligibility for maternity benefit.

3. Maternity leave on full pay will not be granted more than once in three (3) years. In the event that an employee requires maternity leave within a period of less than three (3) years, that employee may be granted accumulated vacation leave, plus half-pay leave up to three years vacation entitlement (total leave not exceeding 16 weeks).

4. An employee returning from maternity leave shall be returned to the job

classification held at the time maternity was granted, unless otherwise agreed between the Employer, Supervisor/Manager of the department in consultation with the Union.

Maternity leave without pay shall be granted when an employee is not eligible for paid leave.

PATERNITY LEAVE

1. The employer will grant paternity leave of two (2) working weeks at full pay to all legally married males.
2. No paternity leave will be granted more than once every three (3) years, nor will it be granted before an employee has served for one (1) continuous year of employment.
3. Paternity leave must be taken at a time which includes the day of birth in respect of which the leave is being granted.
4. Paternity leave shall only be granted in respect of the birth of the employee's child who is born in wedlock.
5. An employee requesting paternity leave shall provide the Employer with such evidence and information as is necessary to establish his eligibility.

ARTICLE XI

INDUSTRIAL INJURY

1. Any accidents which occur while an employee is on duty shall be reported by the employee as soon as practicable to the employee's immediate supervisor, who shall notify Administration as soon as practicable.
2. Claims for medical expenses arising out of an industrial injury shall be processed

in accordance with the provisions of the National Insurance Act as it relates to Industrial Injuries.

3. When an employee suffers an industrial injury or disablement, occasioning his absence from work, if such injury or disablement is properly certified by a registered medical practitioner, he shall be paid in accordance with provisions of The National Insurance Act as it relates to Industrial Injury, in addition, his/her salary will remain intact for a period not exceeding twelve (12) months, after which he/she is still unfit for work he shall be placed before a medical board. Once the employer is in receipt of the decision of the medical board, that employee's job status will be determined.

4. When an employee suffers an industrial injury or disablement, properly certified by a registered medical practitioner, he shall be paid in accordance with provisions of The National Insurance Act as it relates to Industrial Injury.

5. When an employee returns to work after recovering from an industrial injury they shall be reinstated in the position they held at the time of the injury or be assigned alternative work of a comparable nature without occasioning loss of pay or seniority.

6. An employee who is absent from work as a result of industrial injury shall not have time deducted from his/her sick leave entitlement.

ARTICLE XII

SUBSTANCE ABUSE

If the Employer has reasonable grounds to suspect an employee of substance abuse, the Employer may require the employee to submit to a medical test by a medical practitioner appointed by the Employer. If the employee refuses to seek medical

attention or to comply with medical advice given he/she may be liable to disciplinary action.

ARTICLE XIII

COMPASSIONATE LEAVE

1. Leave shall be granted to staff members on the death of near relative, i.e., father, mother, spouse, child, brother, sister, grandparents, parent-in-law as follows:

- (a) Three (3) working days
- (b) Five (5) working days where travel is involved

2. Leave may also be granted in the case of the death of a sister-in-law, brother-in-law, niece, nephew, aunt, uncle as follows:

- (a) One (1) working day
- (b) Three (3) working days where travel is involved.

ARTICLE XIV

SPECIAL LEAVE

1. Any employee elected to permanent office in the Union, the pursuance of which requires a leave of absence, may be granted such leave with pay for a period not exceeding twelve (12) working days. Such absence will be limited to two occasions per year, subject to the needs of the Employer.

2. Any employee selected or elected as a delegate to any labour or industrial

relations programme pertaining to the affairs of the Union necessitating a leave of absence, may be granted up to three (3) months leave with or without pay at the discretion of the Employer.

3. With consent of the Employer, such leave as in (2) above may be extended beyond the three (3) months, but only in exceptional circumstances. Such leave of absence as indicated at (2) in this section will not be granted to more than three employees at any one time.

4. Any employee returning to work after leave of absence granted under this Article shall be:

- (a) Returned to his/her former position or in the event that his/her former position is no longer available, to a position at the same level of seniority in line with his/her ability and previous experience.
- (b) Returned to the salary level he/she would have been paid had they not been granted such leave of absence.

5. Request for leave of absence shall be made in writing to the officer responsible for Industrial Relations and Personnel matters as far in advance of the effective date as possible, but not more than thirty (30) days, except in cases of emergency.

6. An employee is expected to return to work immediately upon the completion of their leave of absence. Any failure to do so, extending beyond five (5) working days will be considered a voluntary resignation unless they had previously applied for and had been granted an extension of leave from the Employer.

ARTICLE XV

CASUAL LEAVE

1. Casual leave is a device to enable employees to be away from the office for one or two days for urgent personal reasons.
2. Ten (10) days Casual Leave within a calendar year may be granted to all employees at Management level as well as those in Scale 5A, i.e., those employees who are not entitled to overtime pay. Non-management employees may be granted six (6) days Casual Leave per annum.
3. Modifications of the above will apply to staff posted overseas as per prevailing conditions of service in the relevant territory.

ARTICLE XVI

VACATION LEAVE

1. The employee's entitlement to annual leave shall occur after one (1) year of continuous service.
2. Vacation leave shall not be accumulated in excess of twelve (12) weeks or three (3) year accrued entitlement, whichever is lesser. However, every employee must, except in special circumstances, take at least half of their annual entitlement each year.
3. Leave shall be taken subject to the exigencies of the Employer and the Employer shall have the right to vary leave dates by giving thirty (30) days notice to the employee effective prior to the date of commencement of the approved period.

Entitlement:

- (a) Non-management below Scale 5 3 weeks per annum
- (b) Non-management staff below Scale 5
with seven (7) years service or more 4 weeks per annum
- © Management staff Scale 5 and above
with seven (7) years services or more 5 weeks per annum

4. All monthly paid staff who have completed seven (7) years of service shall receive an additional one (1) week per annum.
5. Should a Government recognized holiday fall within the period of a vacation leave granted, an additional day shall be allowed the employee.
6. An employee terminating his/her employment shall be paid in respect of any accrued vacation entitlement, pro-rated to the date of termination.
7. Vacation leave must be approved by the Employer, and so far as practicable, must be taken in units of not less than one (1) week, unless in special circumstances as should be out-lined by the employee requesting vacation.
8. Application for vacation leave must ordinarily be submitted one (1) month prior to the date when such leave is to commence. In special circumstance, the Employer may accept applications for vacation leave submitted within a lesser period than above stated.
9. If an employee becomes ill while on vacation, the period of illness will be considered as sick leave, provided a medical certificate is produced.
10. An employee who commences work not later than fifteenth (15) of the month, shall be deemed to have worked a calendar month for the purposes of calculating vacation leave entitlement.

11. Where an employee has submitted a leave request which was approved but subsequently cancelled by The Ministry in writing and the employee suffers monetary loss as a result of non-refundable travel arrangements, The Ministry will 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 must provide documentary proof of vacation arrangements in order to benefit under this clause.

ARTICLE XVII

STUDY LEAVE

In addition to the conditions related to Study Leave, an employee sitting examinations for course approved by the Employer shall be given up to ten (10) working days paid leave per annum to write such examinations. Such employee shall produce satisfactory evidence of the completion and results of such examination.

ARTICLE XVIII

UNPAID LEAVE OF ABSENCE

Subject to the exigencies of the service, unpaid leave without loss of benefit rights 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.

ARTICLE XIX

REDUNDANCY

1. For the purpose of this agreement, redundancy means whenever work performed by a classification of worker covered by this agreement is discontinued by the Employer.

2. In the event of redundancy of any classification, the Employer agrees to consult the Union at the earliest opportunity, before implementing same. The Employer agrees that the following shall take place:

(a) The employer shall make every effort to minimize redundancy and shall fully investigate all options in consultation with the Union.

(b) Every effort shall be made to relocate staff affected to other departments and if necessary, the employer shall provide the necessary training required for the new assignment.

(c) When the above procedure has been followed and the employer is still unable to relocate an employee within a ninety (90) day time frame, the employee shall be declared redundant and become entitled to redundancy pay as outlined in clause three (3) of this article.

This shall be in addition to all other entitlements.

(d) In the event of redundancy, employees shall be terminated in the following order:

- Employees who are on probation
- Employees who have reached the normal retirement age
- Temporary and weekly employed employees.
- Last in first out

- Employees who elect early retirement

3. The amount of pay entitlement due to an employee who has been declared redundant, shall be based on the length of his actual service with employer and shall be computed on the basis of the employee's rate of pay at the time of redundancy and shall be paid one (1) month's salary for each completed year of service, up to a maximum of one (1) years salary.

ARTICLE XX

DISCIPLINE AND DISCHARGE

1. When discipline is warranted, it must be prompt, exact and wholly defensible. Grounds for discipline should be such that they will stand critical examination if reviewed. Each case must be weighed on its merits.
 - (a) When an employee is suspended, interdicted, dismissed or warned in writing, a notice of same shall be given to the employee in writing and copied to the Union, setting out the reasons for the action taken, and the employee shall be given fifteen (15) working days in which to respond.
 - (b) If it is determined by the employer that the employee has committed a breach of discipline that warrants dismissal, the employee shall first be suspended with five-eighths (5/8) pay pending investigation.
 - (c) No employee will be disciplined or discharged except in accordance with the provisions of this article.

- (d) Serious breaches of discipline includes theft, improper conduct while on duty, persistent poor performance, being under the influence of alcohol or drugs while on duty.
2. The severity of the disciplinary action taken, will depend on the gravity of the offence. Breaches of discipline will include any of the following:
- (a) theft
 - (b) being under the influence of alcohol or drugs while on duty
 - (c) improper conduct while on duty
 - (d) persistent poor performance
 - (e) malicious damage to the Ministry of Tourism's property
 - (f) fighting while on duty
 - (g) insubordination while on duty
 - (h) unauthorized use of Ministry of Tourism's property
3. Disciplinary action may involve:
- (a) Extension of a probationary period, if an unconfirmed employee;
imposition of a specified probationary period; if a confirmed employee;
 - (b) Deferment or withholding of increment
 - (c) Reduction in status or transfer
 - (d) Suspension on half pay
 - (e) Dismissal
4. Breaches of discipline will be dealt with in the following manner:
- (a) On the first occurrence of a breach, considered not sufficient to warrant immediate dismissal, an oral warning shall be given to the employee.

(b) On the second occurrence, a written warning shall be given the employee.

(c) On the third occurrence, a final warning in writing shall be given to the employee.

5. Grievance concerning any disciplinary action taken, shall commence at stage three (3) of the grievance procedure.

6. If upon hearing the grievance, it is determined that an employee was unjustly dealt with, the employee shall be reinstated to his former status with no loss in pay and all correspondence relating to the incident shall be removed from his/her file.

7. Breaches of discipline will be dealt within the following manner:

(a) On the first occurrence of a breach, considered not sufficient to warrant immediate dismissal, an oral warning shall be given to the employee.

(b) On the second occurrence, a written warning shall be given the employee.

(c) On the third occurrence a final warning in writing, shall be given to the employee.

8. Grievance concerning any disciplinary action taken, shall be dealt with in accordance with Article XXXIII of this Agreement.

9. If upon hearing the grievance, it is determined that an employee was unjustly dealt with, the employee shall be reinstated to his former status with no loss in pay and all correspondence directly relating to the incident shall be removed from his/her file.

10. If upon hearing the grievance, it is determined that the Employer was justified in taking the action taken, his decision will be upheld.

11. If a solution of the specific cause for complaint or dispute is not forthcoming, the

employer or the union may refer the matter at issue to the Ministry of Labour under the Provisions of the Industrial Relations Act in effect at the time.

12. If upon settlement of a grievance it is determined that an employee has been unjustly suspended or dismissed, he shall be reinstated and compensated for the time lost as a result of such suspension or dismissal and all correspondence relevant to the issue shall be removed from his or her file.

ARTICLE XXI

ACTING ALLOWANCE

1. (a) Whenever the need arises for an employee to act in a more senior position than that of this substantive post for a period in excess of fourteen (14) calendar days or ten (10) working days, the employee so acting will be paid.
(b) The acting employee should not in any case receive more salary than the employee holding the substantive position.
© An employee who has worked in an acting capacity for a period in excess of one (1) year, shall be confirmed in that position, except in case where the substantive holder of the position is temporarily absent from duty.
(d) Should an employee be required to act consecutively for periods of less than fourteen (14) days in each case, the two periods shall be joined to allow for payment from the first day of acting.

ARTICLE XXII

TRAVEL ALLOWANCE & MILEAGE

1. Whenever an employee is granted official leave to attend seminars, conferences and other on the job training that involves travel within The Bahamas, an allowance should be paid of not less than sixty (\$60.00) dollars per day, to cover meals and other incidentals. The cost of the actual hotel accommodations shall be payable from additional funds provided to cover same.

2. In the case of transfer to and/or travel outside The Bahamas, the actual hotel accommodation and transportation and applicable taxes shall be payable, in addition to a per diem of sixty-five (\$65.00) dollars.

3. Mileage Allowance:

- (a) Information Officers and other Field Workers of the employer shall be eligible to draw a fixed mileage allowance of one hundred and fifty-five (\$155.00) dollars per month to cover the cost of their traveling in the exercise of their duties. This provision may be extended to other employees if the estimated cost of traveling justifies payment of a fixed conveyance allowance.
- (b) Any other employee required to travel for official duties who uses his/her vehicle shall be paid a mileage allowance of seventy-five (\$0.75) cents per mile.
- (c) Where either paragraphs (a) and (b) above applies to an employee who is involved in a traffic accident, The employer will accept responsibility for

any deductible under the employee's automobile insurance coverage,
provided that the accident was not caused by negligence of the employee.

ARTICLE XXIII

INCREMENT ENTITLEMENT

1. Increments in salary will be given annually, based upon an employees annual performance appraisal. The amount of each increment will be based on merit as recorded in the annual performance appraisal, and will be set in accordance with Ministry scales. An officer must earn the increment by satisfactory conduct and by discharging his duties with efficiency and diligence. When an increment is withheld the employee should be informed of the reason in writing.

2. Increments awarded effective January or July will be paid no later that the end of March and September, respectively.

3. It is mandatory that all evaluation reports on employees be completed by Supervisors on an annual basis and be placed on the employees personnel files. Said evaluation must be duly discussed and signed by both the employee and the officer responsible for preparing the same. This evaluation is completed for progress charting of the employee only.

ARTICLE XXIV

RETIREMENT BENEFITS

Any employee who resigns after the completion of ten (10) years of service or retires, shall be paid a gratuity of not less than 8% of his salary at the time of resignation times the amount the amount of years served.

PENSION PLAN

The Ministry of Tourism shall seek involvement of the employee in a non-contributory Pension Plan Fund.

ARTICLE XXV

BULLETIN BOARDS

Employer shall provide space for the Union Bulletin Boards for the posting of materials necessary for the conduct of The Union affairs and The Ministry's memoranda affecting staff.

ARTICLE XXVI

HEALTH AND INSURANCE PLAN

The employer agrees to maintain the present level of group insurance coverage for all its employees, but will require a contribution from an employee towards the cost of covering spouse and dependants.

ARTICLE XXVII

COMMUNICATION AND CONSULTATION

1. (a) Communication and Consultation are essential in all establishments. They are necessary to provide operational efficiency and mutual understanding and the individual employee's sense of satisfaction and involvement in his job.

Employer, Employee and Trade Union Representative should co-operate in ensuring that effective communication consultation takes place.

- (b) Matters of extreme concern shall be communicated to employees without undue delay.

2. Communication and Consultation are particularly important in times of change.

The achievement of change is a joint concern of Employer and employee and should be carried out in a way which pays regard both to the efficiency of the undertaking and to the interest of the employees.

3. In its day-to-day conduct of business, the Employer needs both to give information to employees and to receive information from them. Effective arrangement should be made to facilitate the two-way flow. The important method of communication is by word of mouth, through personal contact between each Manager and his immediate work group or individual employees and between Managers and Employee's Representatives.

ARTICLE XXVIII

RELATIONSHIP

1. The Employer agrees that there will be no intimidation interference, restraint or coercion exercised or practice upon employees by Management Personnel and that except for the purpose of carrying out the provisions of this Agreement, there will be no Union Activity on the Employer's premises during employees working hours except as mutually agreed upon by the parties to this Agreement.

2. Authorised Union representatives may visit the property of the employer for the purpose of conducting Union Business and before conducting such business, shall give reasonable notification to the Officer responsible for Industrial Relations or in his absence, any authorized personnel.

3. The Employer will provide a copy of this agreement in Booklet form all employees and a reasonable amount to the Union upon written request.

4. The Union shall be allowed to inspect the personal files of the employees covered under this Agreement in the presence of the Employer's representative at least once per annum.

ARTICLE XXIX

AGENCY SHOP AND UNION DUES

1. The Employer agrees to maintain the voluntary check-off system presently in force.

2. The Employer further agrees to the implementation of Agency Shop as allowed

under the Industrial Relations Act, 1970 and its amendments of 1979 on the following basis:

- a. That the Agency Fee shall be equivalent to ninety (90 %) percent of the amount paid the Union members as Union dues shall apply to all employees not being members of the Union.
- b. That the Employer shall submit all monies collected from employees affected by the Agency Shop in the same manner and at such time as Union dues are submitted to the Union.

ARTICLE XXX

INDUSTRIAL GOODWILL

1. The Employer recognizes the importance of joint consultations and agrees to consult with Union on matters that will affect the working conditions and security of employment of employees covered under this Agreement within a reasonable time in advance of any such decision.

2. During the life of this Agreement both the Union and The Employer agrees 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 Ministry shall not knowingly enter into nay 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 XXXI

JURY DUTY

1. The Employer agrees 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 those cases where an employee reports for Jury Duty and is:

- a. Not selected or empanelled
- b. Selected or empanelled but later excused for the remainder of the days, such employee shall be required to return to work.

3. It is mutually agreed that if it appears that an employee is taking advantage of what is agreed upon under this Article at the Employer's expense, that the employee shall not be paid for any day (s) not worked.

4. 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 will be subject to prior approval of management on each occasion.

ARTICLE XXXII

TRAINING

1. The Employer and the Union recognizes and agrees that all forms of training are

important for the improvement of efficiency, discipline and Industrial Relations and will co-operate fully whenever possible in the formulation of training programmes related to the employer's functions.

2. The Ministry agrees that programmes for further training and re-training shall be offered to employees to enable them to acquire higher levels of skills.

3. The Ministry will notify the Union of its training and educational programmes and where possible will invite the Union's participation and consultation in development of such training and educational programmes.

ARTICLE XXXIII

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 first been presented by the employee to his/her immediate supervisor as soon as possible.

2. Grievance 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 occurred.

3. Grievances shall be dealt with in accordance with the following procedures:

STAGE I:

An employee shall first seek a resolution of the problems with his supervisor.

STAGE II:

If the matter is not satisfactorily resolved and in the event that the employee is denied access to the next appropriate level of management, then the Union may at the behest of the aggrieved employee intervene.

STAGE III:

A union representative shall, in the first instance, discuss the grievance with the immediate supervisor. The supervisor shall be given three (3) days in which to give his/her formal reply.

STAGE IV:

If a satisfactory solution is not arrived at, the union may, within three (3) days following receipt of written reply, request the Permanent Secretary to arrange a meeting with the next appropriate level of Management. Such request from the union shall include a complete statement in writing as to the nature of the complaint and the alleged violation. The Union's representatives shall not exceed five (5) in number at such meeting. The decision of the Employer's representatives shall be confirmed in writing to the Union within one (1) week of the hearing.

STAGE V:

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 Permanent Secretary or his/her representatives with responsibility for Industrial Relations matters to discuss the matter further. The union representatives at such meeting not exceeding five (5) in numbers, 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 Permanent

Secretary or his/her appointee. The final decision of the Employer shall be confirmed in writing to the General Secretary of the Union within one (1) week.

STAGE IV:

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, 1970, or subsequent legislation.

MANAGEMENT GRIEVANCE

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**, it may, within thirty (30) days of becoming aware of such an occurrence which is claimed demonstrated such misunderstanding misinterpretation or violation file grievance with Employer and cause the matter to be discussed and dealt with under the terms of the **GRIEVANCE PROCEDURE, COMMENCING AT STAGE III.**

ARTICLE XXXIV

HEALTH & SAFETY

1. The Ministry 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 Ministry will undertake to provide First Aid training for those selected and provide First Aid Kits.

2. The Ministry will carry out Fire & Bomb Drills twice per year at each location

housing ten (10) or more employees. The Ministry agrees to equip all buildings with fire extinguishers which should be checked periodically.

3. It is recognized that some events are beyond the Ministry's control and temporary hardships may occur. However, employees will not normally be required to work under unsafe or unsanitary conditions.

ARTICLE XXXV

STATEMENT OF UNDERSTANDING

1. Any employee enjoying better conditions than those established in the agreement, whether such conditions are the result of a contract or are due to practice or policy which existed immediately prior to this agreement, such better condition shall continue to be enjoyed by the employee until such time as the Ministry and the Union agree to change such conditions.

2. It is mutually agreed and understood by the parties to this Agreement, that the hours of work contained herein shall remain in force.

ARTICLE XXXVI

SALARY INCREASE

Salary reviews for the Bargaining Unit shall take place at the same time as those for the Public Service. Where increases are awarded to the Public Service as a result of such reviews, increases of the same amounts shall be awarded to the Bargaining Unit.

ARTICLE XXXVII

DURATION OF AGREEMENT

This Agreement and Salary Scale contained unless otherwise expressly stated herein shall be effective as of the 9th June, 1998 and shall remain in force for a period of five (5) years. 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.

and on behalf

for and on behalf of

THE MINISTRY OF TOURISM

THE BAHAMAS PUBLIC SERVICES UNION

MINISTER

PRESIDENT

PERMANENT SECRETARY

SECRETARY GENERAL

SHOP STEWARD

IN THE PRESENCE OF:

MINISTRY OF LABOUR

In New Providence, Commonwealth of The Bahamas,

This _____ day of _____, 2002