



INDUSTRIAL AGREEMENT

BETWEEN

BAHAMAS TECHNICAL &
VOCATIONAL INSTITUTE (BTVI)

&

THE UNION OF TERTIARY EDUCATORS
OF THE BAHAMAS (UTEB)

2022 - 2025





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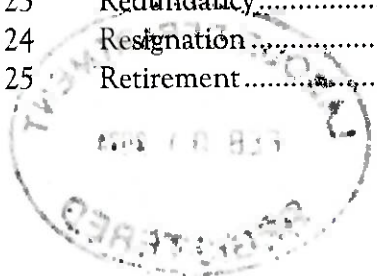
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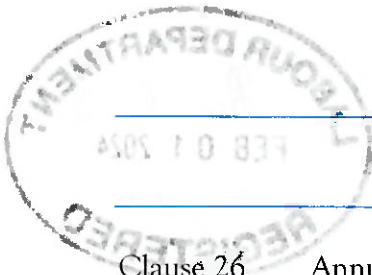
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Introduction and Preamble

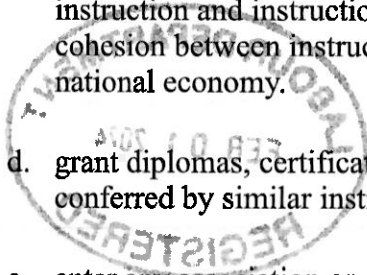
July 01, 2022 to June 30, 2025

This INDUSTRIAL AGREEMENT is made and entered into as of the 1st July 2022 to 30th June 2025 by and between the statutory body of the Bahamas Technical and Vocational Institute (hereinafter referred to as "BTVI" or "The Institute") its Board and the Union of Tertiary Educators of The Bahamas (hereinafter referred to as "UTEB" or "the Union") acting as bargaining agent for the Faculty as outlined in the schedule attached of The Institute herein defined and herein referred to as the Union.

That for the purpose of mutual understanding and in order that a harmonious relationship may exist between the Institute and the full-time Faculty Members in the bargaining unit herein defined and so as to achieve the mutual goal of excellence in the delivery of education and in academic standards by both parties and for the mutual benefit of both, it is here recognized and agreed that:

1 The functions of The Institute are:

- a. provide technical and vocational training.
- b. provide for the dissemination of knowledge to equip students with the practical, technical and vocational skills, to prepare them for employment, and to foster entrepreneurship.
- c. enter into public and private sector partnerships with employers, trade or commercial confederations and other societal stakeholders to develop courses of instruction and instructional methodologies necessary to attain synergy and cohesion between instruction and training at the Institute and needs of the national economy.
- d. grant diplomas, certificates or other awards and honours as are usually conferred by similar institutions.
- e. enter any association or affiliation with career or technical institutions, whether within The Bahamas or otherwise, as the Institute may deem necessary and appropriate; and
- f. enter arrangement with employers in the private sector for the training of employees in the areas specified under sub-section (2) and the employer shall be responsible for the payment of fees relating to such training.



- 2 The Institute shall provide a place of training offering instruction including but not limited to the following fields of education –
 - a. Construction Trade;
 - b. Mechanical Trades;
 - c. Handicrafts;
 - d. Ornamental Landscaping and Horticulture;
 - e. Maritime Trades;
 - f. Technology;
 - g. Commerce;
 - h. Cosmetology and Personal Grooming Trades;
 - i. Information Communication Technology; and
 - j. by Order, categories to be extended by the Minister.

3. Both parties agree to cooperate in the promotion of technical and vocational training to encourage a climate of freedom of speech and inquiry, tolerance, collegiality, responsibility and mutual respect in the pursuit of these goals. Academic Freedom implies academic responsibility, respect for the opinions of others, fairness in expounding or addressing differing points of view, encouragement of critical thinking and due recognition of publicly expressed views which may not reflect one's own.

- 4 The purpose of this Industrial Agreement is to foster and maintain harmonious relations within BTVI and provide an amicable and effective means for settling differences which may arise from time to time between The Institute and Faculty Members in the bargaining unit.

- 5 As the Institute continues to develop, it will be necessary for both parties to revisit this Agreement as it relates to Faculty governance and other changes affecting terms and conditions of employment.



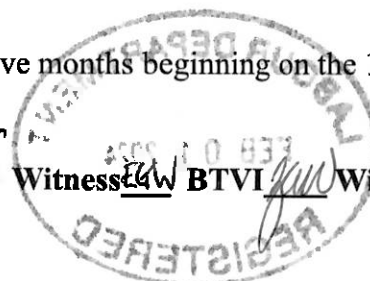
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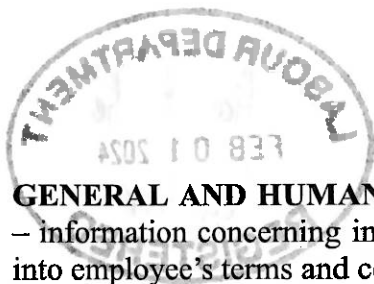


Clause 1 Definition of Terms

For this agreement:

- 1 **ACADEMIC YEAR** – The Academic Year shall consist of two (2) semesters, Fall and Spring, and a summer session. This period will run for one (1) year beginning two (2) weeks prior to the start of the Fall Semester classes to include one week professional development.
 - 2 **ADMINISTRATION** – Employees in an administrative position as defined in Schedule A.
 - 3 **VICE PRESIDENT ACADEMIC AFFAIRS** – Shall be referred to as the VP, and whose responsibility will be managing the Office of Academic Affairs inclusive of all Divisions under that Office.
 - 4 **BOARD** – means the Governing Board of The Bahamas Technical and Vocational Institute established by section 6 of The Bahamas Technical and Vocational Institute Act, 2010.
 - 5 **BTVI** – See EMPLOYER.
 - 6 **BTVI's COMMUNITY** – All full-time and part-time employees, retired employees, full-time and part- time students, alumni and members of BTVI's Board.
 - 7 **CHAIRMAN** – means the Head of the Board of Directors.
 - 8 **CONSULTATION** – Jointly examining and discussing matters of concern to both management and employees.
 - 9 **DIRECTOR** – The administrator of a department.
 - 10 **EMPLOYEE** – An individual included in the Bargaining Unit, as defined in the Schedule B attached and further defined in the Employment Act (as amended).
 - 11 **EMPLOYER** – The body corporate entity known as The Bahamas Technical and Vocational Institute, hereafter referred to as BTVI, as established by the BTVI Act, BTVI 2010.
 - 12 **FACULTY** – All full-time Faculty employees. See Schedule B.
 - 13 **FULL-TIME** – means employees teaching between twenty (20) to twenty-four (24) contact hours per semester and six (6) to eight (8) contact hours during the summer session. (See Duties Clause for proposed amendments).
- UTEB AND MANAGEMENT AGREE THAT THE EXISTING CONTACT HOURS FOR FACULTY EMPLOYEES WILL REMAIN AS IS. UPON COMPLETION OF THE PROGRAMME REVIEWS AND THE CREDIT CONTACT REALIGNMENT, UTEB AND MANAGEMENT WILL NEGOTIATE THE NEW CONTACT HOURS UNDER THE REVISED MODEL.**
- 14 **FINANCIAL YEAR** – means any period of twelve months beginning on the 1st day of July in any year.





- 15 **GENERAL AND HUMAN RESOURCES POLICIES AND PROCEDURES MANUAL** – information concerning institutional policies and procedures and incorporated by reference into employee’s terms and conditions of employment.
- 16 **INSTITUTE** – The body corporate known as The Bahamas Technical and Vocational Institute, established under section 3 in The Bahamas Technical and Vocational Act, 2010.
- 17 **MANAGEMENT** – means any individual having authority in the interest of the employer to recommend the hiring, transfer, suspension, lay-off, recall, promotion, discharge, assign, re-assign, reward or discipline of other employees or having the responsibility to them to address their grievances.
- 18 **MINISTER** – means the Minister responsible for Education.
- 19 **ONLINE COURSE** – A web-based course where all course activities are available electronically utilizing various components of an online course management tool (CMT).
- 20 **PARTIES** – The Bahamas Technical and Vocational Institute and the Union of Tertiary Educators of The Bahamas.
- 21 **PER DIEM** – Daily allowances paid by the Institute to Full-time Faculty Members who travel within and without The Commonwealth of The Bahamas in respect of official business.
- 22 **POLICIES AND PROCEDURE MANUAL** – means the General and Human Resources Policies and Procedures Manual.
- 23 **PRESIDENT** – means the President of The Bahamas Technical and Vocational Institute appointed under Section 7 of BTVI’s CONSTITUTION.
- 24 **PRO RATA** – Proportionate, on a 1:1 basis.
- 25 **SCHOLARSHIP** – creative intellectual work that is validated by peers and communicated. Discovery through research, development, integration, and artistry are each identified as forms of scholarship.
- 26 **SEMESTER** – One of the two (2) fifteen-week teaching periods including one (1) week for examinations.
- 27 **THE HEAD OF DEPARTMENT (HOD)** – The administrator of an academic department.
28. **UNION OF TERTIARY EDUCATORS OF THE BAHAMAS** – For the purpose of this Industrial Agreement, the Union of Tertiary Educators of The Bahamas is also referred to as the Union or UTEB.



UTEB KS Witness EGW BTVI JM Witness QB

29 **WORK WEEK** – 40 hours, inclusive of lunch hours, normally Monday through Friday, excluding holidays. The workday is between the hours of 8:00 a.m. and 10:00 p.m.

RIGHTS AND RESPONSIBILITIES

Clause 2 Academic Freedom

- 1 The purpose of Academic Freedom is to provide security for fundamental academic values and to all those who support and perpetuate these values.
- 2 An environment characterised by freedom of speech and of inquiry is required by the Faculty to carry out the immediate and long-term purposes of the Institute. Freedom of speech guarantees that the Institute is an open forum for the exchange of ideas; freedom of inquiry guarantees the Institute's commitment to the open investigation and interpretation of ideas. Importantly, Academic Freedom carries with it the obligation to use that freedom in a responsible way through respect for the opinions of others, fairness when setting forth contending points of view and encouragement of informed, independent conclusions on all thinkers' parts.
- 3 In the exercise of Academic Freedom, Faculty should recognize their correlative responsibilities and that their special position in the community imposes special obligations. When Faculty speak or write as citizens, they should be free from institutional censorship or discipline. As educational officers, they should remember that the community might judge their profession and their institution by their utterances. Hence, they should at all times be accurate, exercise appropriate restraint, show respect for the opinions of others and make every effort to indicate that they are not speaking for the institution.
- 4 Faculty should not offer remarks on behalf of the Institute unless duly designated to do so.

Clause 3 Non-Discrimination

- 1 Both parties agree to act justly in all decision-making processes called for in this Industrial Agreement.
- 2 Both parties agree that there shall be no discrimination, interference, restriction, coercion or unfair distinction exercised directly or indirectly, or practiced with respect to any Faculty Member in regard to any matter.
- 3 Both parties reaffirm their belief that decisions shall be conducted with integrity, impartiality, confidentiality and without bias on the basis of gender, race, colour, age, disability, chronic illness, national origin, sexual orientation, HIV/Aids, political or religious affiliation, marital status, membership in the Union, or any other characteristic in the exercise of rights conferred by this Agreement.



UTEB KS Witness EGW BTVI JW Witness CB

- 4 Both parties agree that evaluation for the purposes of appointment, re-appointment and promotion shall take into account that there may be differences in career paths, talents, gifts and accompanying imperatives
- 5 No personal, political or other consideration shall ever infringe upon the rights and freedoms identified above.

Clause 4 Jurisdiction

- 1 This Industrial Agreement applies to employees of the Institute covered under Schedule B.
- 2 Faculty on leave of any kind or on reduced-time appointment shall continue to form a part of the bargaining unit.
 - 2.1 Faculty who are temporarily reassigned outside their substantive posting shall do so without loss of Faculty rank and benefits; and
 - 2.2 Faculty who are seconded shall remain as part of the Bargaining Unit provided they continue to be on the Institute's payroll.



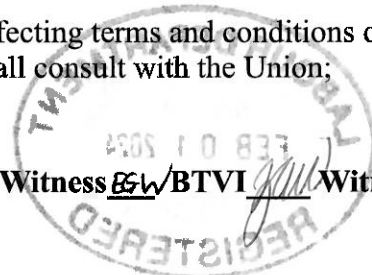
Clause 5 Recognition

For the purpose of negotiation and application of the Industrial Agreement, the Institute recognizes UTEB as the only official representative and the only negotiating body for Faculty Members in the bargaining unit as specified in Schedule B attached. Likewise, the Union recognizes the Institute as the employer of Faculty Members in the bargaining unit.

Clause 6 Contract Supremacy

- 1 The parties acknowledge that the Institute derives its authority from The Bahamas Technical and Vocational Institute Act 2010 and the Institute cannot act or make agreements that are contrary to The Bahamas Technical and Vocational Institute Act 2010.
- 2 This Industrial Agreement shall be read in conjunction with the Institute's Policies and Procedures Manual. Where there is a conflict between the Industrial Agreement and the Policies and Procedure Manual, the Policies and Procedures Manual shall be construed so as to give effect to the Industrial Agreement. Where the Industrial Agreement is silent, the Policies and the Procedures Manual remains in effect.
- 3 No new policies affecting terms and conditions of employment shall be introduced nor any changes made to this Agreement without consulting the Union.
- 4 Prior to implementation of policies, not directly affecting terms and conditions of employment for Faculty Members, the Institute shall consult with the Union;

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- 5 If any provision of this Agreement shall be found contrary to law, then such provision shall be amended to bring it into conformity with the law; all other provisions shall continue in full force and effect.



Clause 7 Industrial Goodwill

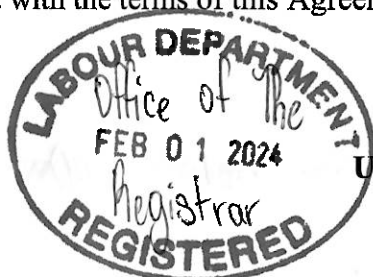
- 1 During the life of this Agreement both the Union and the Institute agree to abide by the dispute procedure provided for in the Industrial Relations Act or any statutory modification or re- enactment thereof for the time being in force.
- 2 BTVI shall not enter into any contract with any individual Faculty Member that has the effect of altering or re-negotiating any conditions of employment contained in this Agreement.
- 3 BTVI shall allow with sufficient notice (48 hours) and without cost to the Union, the use of a non-designated meeting room. The room shall be reserved according to the normal Institute procedures.
- 4 BTVI shall provide, free of charge to the Union, the usual deductions of dues.

Clause 8 Communication and Consultation

- 1 Communication and consultation are essential in all establishments. They are necessary to promote operational efficiency and mutual understanding and the Faculty Member's sense of job satisfaction and involvement.
- 2 BTVI and UTEB shall cooperate in ensuring that effective communication and consultation take place.
- 3 BTVI shall develop its calendar and consult the Union on matters pertaining to Faculty;
- 4 Communication and consultation are particularly important in times of change. The achievement of change is a joint concern of BTVI and full-time Faculty and should be carried out in a way which pays regard both to the efficiency of the undertaking and the interest of all.
- 5 In the day-to-day conduct of business, BTVI needs to give and receive information from the Faculty. Effective arrangements should be made to facilitate communication through modes such as email, telephone, circulars and/or face-to-face discussion.

Clause 9 Management Rights

- 1 The Union recognises that BTVI retains all rights, functions and powers vested in it as Employer to exercise all prerogatives, powers and customary functions of management in all matters pertaining to its operation and management of Faculty.
- 2 The Union recognises that it is the exclusive right of BTVI as Employer to manage its business and direct its workforce in the best interest of the Institute and in a manner consistent with the terms of this Agreement;



UTEB KS Witness EGW/BTVI Witness QB



The Union further recognises that it is the exclusive right of the Institute to hire, allocate work, terminate, dismiss, discharge, lay off, make redundant, rotate, promote, transfer, and increase or decrease its workforce in accordance with the staffing needs, exigencies and orderly management of the Institute while ensuring it adheres to the terms and conditions of this Agreement and the Industrial Relations (Employment) Laws of The Commonwealth of The Bahamas;

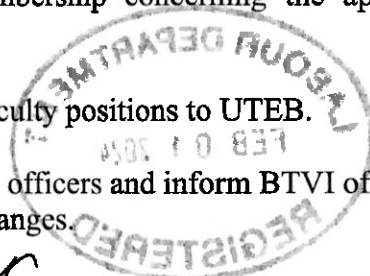
- 4 The Employer acknowledges its responsibility to exercise its managerial function in a manner that is fair, humane and reasonable and that adheres to the principles and the spirit of BTVI as a Technical and Vocational institution.

Clause 10 Union Rights

- 1 The Institute recognises the right of the Union to be the exclusive bargaining agent for all Faculty Members in the bargaining unit and to protect Faculty Members rights whether legal, contractual or otherwise and agrees that the Union may request the assistance of its Faculty Members in any lawful activities;
- 2 Faculty on leave of any kind or on reduced-time appointment shall continue to form a part of the bargaining unit provided the Faculty Member continues to pay dues over the counter and or otherwise are still members of UTEB; and
- 3 BTVI recognises the right of the Union to hold regularly scheduled monthly meetings with its members. BTVI and its various Department/Programs will make every effort not to schedule any formal meetings on the third (3rd) Thursday of each month within the 2:00 p.m. – 4:00 p.m. time slot.

Clause 11 Management/Union Relations

- 1 BTVI shall provide automatic salary deduction as a means of dues payment for the Union. Within fifteen (15) days of each pay period, the Institute shall forward an alphabetical listing of the names of those whom the deductions have been taken and the amount of those deductions to the President of UTEB.
- 2 The Union shall also be notified, within the first month of commencement of employment, of any new Faculty Member eligible for membership in UTEB. The list shall include the full name, gender position/ rank, credentials, programme area.
3. The Institute shall send the Union a copy of the following at the same time as they are distributed or issued all correspondence concerning the interpretation of this Agreement sent to a group of members or the entire membership concerning the application of this Agreement.
4. The Institute shall forward vacancies for all Faculty positions to UTEB.
5. The Union shall provide BTVI with a list of its officers and inform BTVI of any change to the list within ten (10) working days of said changes.



UTEB KS Witness EGW BTVI JW Witness CB



6. Both parties agree:

6.1 that Faculty Members and Administrators shall, in the course of their professional duties and responsibilities, avoid situations of conflict of interest; and

6.2 respect the need for professional and personal confidentiality.

7. The Institute shall send the Union a copy of the following at the same time as they are distributed or issued:

7.1 all correspondence concerning the interpretation of this Agreement sent to Department Heads, Deans, Directors and other personnel; and

7.2 all correspondence sent to a group of Members or the entire membership concerning the application of this Agreement.

8. Faculty Members shall not be expected to work or engage in unsafe conditions in activities which endanger their health, safety and well-being in accordance with the Health and Safety at Work Act.

9. During contract negotiations, every effort will be made to arrange meetings so as not to conflict with teaching schedules.

10. During contract negotiations, up to three (3) Faculty Members of the negotiation team may have a reduction of one course per semester; such full-time Faculty Member shall not be eligible for overload course assignment.

11. The current Industrial Agreement will be posted on BTVI's website.

12. In order to carry out the normal duties/demands of UTEB, the President of UTEB (if that person is a BTVI employee) shall not be assigned a teaching load of more than one (1) course, or more than four (4) contact hours, each semester;

13. Each Faculty Member shall be provided with an electronic copy of this Industrial Agreement and the Institute's Policies and Procedure manual each time they are revised.

14. UTEB will receive a copy of the general annual budget approved by the Ministry of Finance.



UTEB KS Witness EGW BTVI jam Witness CB



CF
Christopher F.D. Francis
Counsel & Attorney-at-Law
Notary Public
Nassau, The Bahamas

Clause 12 Union Dues

- 1 Employees desiring to have Union dues deducted from their pay shall complete the voluntary checkoff authorisation form, which they may obtain from the Union;
- 2 A copy of the completed check-off form specifying the amount and the date from which the deduction is to be made shall be given to Human Resources;
- 3 Union Members desiring to discontinue deduction of Union dues from their pay must notify, in writing, Human Resources and the Union. Human Resources shall forward a copy of the notice to the Union along with a copy of the original check-off authorisation within ten (10) working days;
- 4 Cancellation of dues shall not have effect until the last day of the month following the month in which the notice was given or until the termination of employment (whichever comes first);
- 5 Deductions from pay can only take account of regular Union dues and not initiation fees; these fees must be paid by the Union Member directly to the Union;
- 6 *Deductions shall be in accordance with the Constitution of the Union and Section 47A of the Industrial Relations (Amendment) Act, 2017 (Deduction of Dues & Contributions);*
- 7 Deductions shall commence within the month following receipt of the authority;
- 8 Union Members must make their own arrangement for paying dues up to date of the first deduction from pay;
- 9 Within ten (10) working days after the pay period, The Institute shall make payment of that month's deductions directly to the Union's bank account; and
- 10 No fees shall be charged for deductions of Union dues made from Union Members' pay.

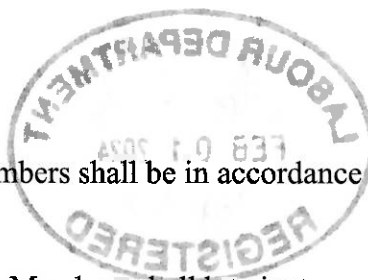
Clause 13 Agency Shop

- 1 If/When Agency Shop is established, subject to the prior Agreement of not less than fifty percent (50%) plus one (1), BTVI shall, in accordance with the Industrial Relations Act *and subsequent amendments*, deduct Agency Shop contributions for the Union. The deducted contributions shall be paid at the time and in the same manner as stipulated in the Clause on Union Dues;
- 2 Every Faculty Member shall pay a contribution to the recognized Bargaining Agent, the Union of Tertiary Educators of The Bahamas;

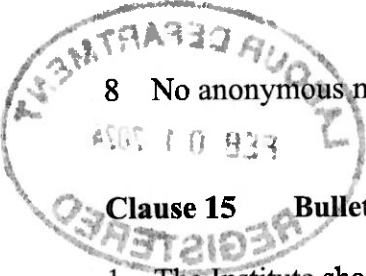
- 3 The amount payable by Union Members shall be in accordance with the UTEB Constitution; and
- 4 The amount payable by non-Union Members shall be ninety percent (90%) of the membership dues.

Clause 14 Personnel Files

- 1 BTVI shall maintain two (2) official personnel files (one confidential and 1 personal) in the Human Resources Department for each Faculty Member;
 - 1.1 The file shall contain only material pertaining to the employment of that Faculty Member;
 - 1.2 This file is the only one to be used in making decisions in respect to any and all terms and conditions of employment with reasonable notice;
 - 1.3 The file shall be available in its entirety to the Faculty Member with reasonable notice, not to exceed two (2) working days following the request; or readily available via employee digitally encrypted dashboard.
 - 1.4 In the event of a grievance, the aggrieved shall have access to his/her file at least within the next business day;
- 2 Faculty shall be advised and sent a copy of any material added to or removed from their files at the time of filing (or removal), unless such material was submitted by or previously sent to the Faculty Member;
- 3 All materials placed in a Faculty Member's file shall be date-stamped at the time of receipt by Human Resources.
- 4 All individuals accessing a Faculty Member's file shall be required to sign a logbook in which they shall indicate the reason for the use of the file. The file shall not be accessed without appropriate documentation.
- 5 A Faculty Member and/or a duly authorized representative of the Faculty Member is entitled to examine that Faculty Member's file and logbook/audit trail during normal business hours in the presence of an authorized representative of the Institute.
- 6 Faculty shall have the right to have included in their official file their written comments on any of the contents of the file.
- 7 Faculty may, on written request, obtain a copy of any or all document(s) in their file.



UTEB KS Witness GW BTVI JM Witness QB



8 No anonymous material concerning any Faculty Member shall be placed or kept in any file.

Clause 15 Bulletin Boards and Communications

- 1 The Institute shall provide space on bulletin boards in each Division and elsewhere on BTVI's campuses for the posting of materials necessary for the conduct of Union affairs;
- 2 The Institute shall provide UTEB with internet access and a BTVI email account to be able to communicate with all Faculty.
- 3 Bulletin Boards may not be used to post financial, confidential, sensitive or proprietary information about BTVI's Community.
- 4 Bulletin Boards may not be used to post obscenities, slurs or personal attacks that can damage the reputation of BTVI's Community.

Clause 16 Social Media – Acceptable Use

- 1 Faculty may not post financial, confidential, sensitive or proprietary information about the Institution, students, or applicants.
- 2 Obscenities, slurs or personal attacks that can damage the reputation of the Institution, students or applicants shall not be tolerated.
- 3 When posting on social media sites, employees must use the following disclaimer when discussing job related matters. "The opinions expressed on this site are my own and do not necessarily represent the views of BTVI". BTVI may monitor content on the Internet.
- 4 Policy violations may result in discipline up to and including summary termination of employment.
- 5 Faculty do not have an expectation of privacy when posting on social media when using BTVI provided email accounts, email addresses, email domains, or BTVI's infrastructure.



UTEB KS Witness KGW BTVI ZHU Witness SB



APPOINTMENTS AND DISENGAGEMENTS

Clause 17 Categories of Appointment of Faculty

1 Probationary

1.1 Probationary Faculty may be terminated with due process up to six months, or the probationary period may be extended by six (6) months – not to exceed one year.

1.1.1 At the end of the probationary period, the Board of Directors shall inform Faculty of their status; and

1.1.2 Faculty offered full-time appointment shall be eligible for a pension.

2 Permanent/Pensionable

2.1 Upon successful completion of the six month to one year probationary period, Bahamian Citizens shall be eligible for Permanent Establishment, an appointment without term, which may only be terminated for just cause and in accordance with the provisions of this Agreement; and

2.2 Faculty on Permanent Establishment are eligible for a pension.

3 Continuing Employment Three Year Contracts

3.1 Continuing three (3) year contracts may be awarded by the Board upon recommendation of the President in consultation with the VPAA, upon recommendation of the relevant Dean and HOD.

3.2 Notwithstanding the above, the Union and BTVI agree that within twelve (12) months of the signing of this agreement, a policy for faculty on continuing contracts will be developed for faculty to be eligible for full-time/permanent employment.

3.3 Such Faculty shall be entitled to five percent (5%) gratuity in lieu of Pension at the end of employment or change in immigration status.

4 Contractual (Non-Bahamians)

4.1 An appointment that is two (2) years but no more than three (3) years and no less than one (1) year which is renewable subject to satisfactory performance evaluation and the needs of the Institute. Such contracts are offered to non-Bahamians;

4.2 Non-Bahamian Faculty shall not be eligible for contracts totaling more than ten (10) years; and

4.3 A fifteen percent (15%) gratuity in lieu of pension shall be paid at the end of each contract.

5 Limited Term/Temporary (Visiting Faculty)

5.1 From time to time it may become necessary to appoint an established Faculty Member or authority in a discipline as a visiting Faculty Member. Such an individual shall be classified as a Visiting Master Technical and Vocational Instructor and shall be employed on contract at the nearest equivalent to his/her present rank;

5.2 An initial appointment of at least one (1) semester, but no more than twelve (12) months;

5.3 Upon expiration, such an appointment may be renewed for another twelve (12) months up to a maximum of twenty-four (24) calendar months; and

5.4 A fifteen percent (15%) gratuity in lieu of pension shall be paid upon completion of each twenty four (24) month contract.

5.5 The Board reserves the right to extend such contracts.

6 Re-employment of Retired Faculty

Retired Faculty shall be eligible for one (1) year contracts up to the age of seventy (70) (see Retirement Clause).

Clause 18 Nationality of Appointments

- 1 The Institute believes that the development of the Institute and its value to the nation are best enhanced by the employment of Faculty of the highest quality. This consideration is of paramount importance;
- 2 The Board, recognizing the Institute's responsibility to the Bahamian community, must ensure that a significant proportion of the Faculty is Bahamian or has extensive familiarity with the Bahamian context and a lifetime of commitment to Bahamian goals and ideals;
- 3 To ensure that qualified Bahamians have first opportunity to apply for vacancies, all faculty positions shall be advertised first within BTVI; and
- 4 UTEB recognises the value of drawing on the best experiences of several educational systems. Therefore, it may become necessary or desirable to fill full-time Faculty positions with non-Bahamians.



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Clause 19 Appointment of Faculty

- 1 The Institute's Board has the sole authority for the appointment of Faculty. The Board shall exercise its powers in respect of appointments after considering the recommendations of the President and Vice President of Academic Affairs in consultation with the relevant Dean and HOD.
- 2 HODs, in collaboration with Deans and Vice President of Academic Affairs and President, shall initiate a search for the most highly qualified available candidates by forwarding advertisements for approved Faculty positions to Human Resources;
- 3 Faculty shall be appointed to a "home" campus which shall be referred to as the Faculty Member's appointed campus. Faculty shall be appointed to the Department to which the Faculty Member has primary affiliation. Cross-appointments may occur.
- 4 Recommendations for appointment and re-appointment shall be initiated from the Department and HODs shall consult with their Faculty and relevant Dean prior to the placement of the advertisements.
- 5 No Faculty Member, HOD, Dean or other administrative officer shall make recommendations concerning appointments in which they have an interest. All hiring shall be done without prejudice and in accordance with the provisions of this Agreement.
- 6 Workforce, industry and applied degrees and certifications shall be considered within and alongside traditional degrees/credentials. Applied degrees given the nature of technical and vocational education and training shall be prioritized.
- 7 Faculty Members shall be appointed to one (1) of five (5) instructional positions:
 - 7.1 Craft Instructor;
 - 7.2 Assistant Technical/Vocational Instructor
 - 7.3 Technical/Vocational Instructor;
 - 7.4 Senior Technical/Vocational Instructor; and
 - 7.5 Master Technical/Vocational Instructor.
- 8 The criteria for appointment shall be as follows:
 - 8.1 **Craft Instructor**

8.1.1 Industry certificate(s) in area for instruction is required or





8.1.2 Minimum five (5) years relevant work experience; and

8.1.3 This instructor may only be engaged for non-degree granting or certificate level courses.

8.2 Assistant Technical/Vocational

8.2.1 Associate's Degree in relevant area/discipline from an accredited institution or

8.2.2 Industry Certificate recognised by the relevant professional body minimum three (3) years relevant work experience.

8.3 Technical/Vocational Instructor

8.3.1 Associate's Degree in relevant area/discipline from an accredited institution with Minimum five (5) years relevant work experience OR Industry Certification/License by a recognised relevant professional body with Minimum seven (7) years relevant work experience. Three (3) years TVET tertiary level teaching experience; OR

8.3.2 Bachelor's Degree in relevant area/discipline from an accredited institution with Minimum of three (3) years relevant work experience and three (3) years TVET tertiary level teaching experience; OR

8.3.3 Master's Degree in relevant area/discipline from an accredited institution with Minimum two (2) years relevant industry work experience and one (1) year TVET tertiary level teaching experience.

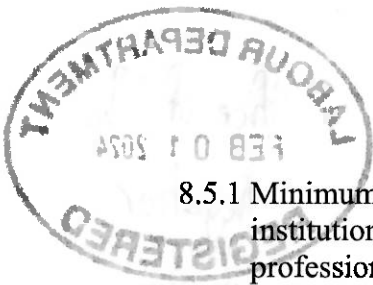
8.4 Senior Technical/Vocational Instructor

8.4.1 Bachelor's Degree in relevant area/discipline from an accredited institution or Advanced Industry Certification/License by a recognised relevant professional body. Minimum ten (10) years relevant work experience and Minimum seven (7) years TVET tertiary-level teaching experience required; OR

8.4.2 Master's Degree in relevant area/discipline from an Accredited institution Minimum seven (7) years relevant work experience. Minimum five (5) years TVET tertiary- level teaching experience required; OR

8.4.3 Doctorate Degree in relevant Trade area/discipline from an accredited institution. Minimum five (5) years relevant work experience. Minimum three (3) years TVET tertiary-level teaching experience required.

8.5 Master Technical /Vocational Instructor



8.5.1 Minimum of Bachelor's Degree in relevant area/discipline from an accredited institution or Advanced Industry Certification/License by a recognised relevant professional body. Minimum of twelve (12) years relevant work experience. Minimum ten (10) years TVET tertiary-level teaching experience required; OR

8.5.2 Master's Degree in relevant area/discipline from an accredited institution. Minimum ten (10) years relevant work experience. Minimum ten (10) years TVET tertiary-level teaching experience required; OR

8.5.3 Doctorate Degree in relevant area/discipline from an accredited institution. Minimum eight (8) years relevant work experience. Minimum ten (10) years TVET tertiary-level teaching experience required.

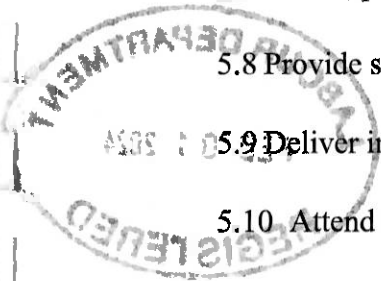
- 9 Candidates with credentials other than those identified above shall be assessed on a case-by-case basis.
- 10 For purposes of appointment, two (2) years of part-time, relevant, post-baccalaureate TVET tertiary-level teaching experience shall be considered equivalent to one (1) year of full-time experience.

Clause 20 Duties and Responsibilities of Faculty

- 1 Faculty are employed by the Institute for the entire calendar year;
- 2 It is understood that the needs of BTVI extend to all campuses and instructional sites;
- 3 It is expected that Faculty attend:
 - 3.1 Scheduled Faculty meetings;
 - 3.2 Departmental and Divisional meetings; and;
 - 3.3 Graduation ceremonies;
- 4 Faculty are encouraged to attend other Institute milestones.
- 5 The duties and responsibilities of Faculty include the following:
 - 5.1 Develop and or review the course syllabus to ensure alignment of learning objectives, content and assessment strategies;
 - 5.2 Develop instructional materials to meet the needs of students;
 - 5.3 Provide formative and summative assessment of student performance in the course;



- 5.4 Assist with student advisement;
- 5.5 Be available to students outside of class and scheduled office hours;
- 5.6 Develop and maintain competence within one's discipline;
- 5.7 Create, prepare and organize materials to facilitate students' learning;
- 5.8 Provide students with a course syllabus at the beginning of the semester;
- 5.9 Deliver instruction using relevant technology and instructional materials;
- 5.10 Attend scheduled instructional sessions for the scheduled start time;
- 5.11 Design laboratory exercises;
- 5.12 Administer course work assignments;
- 5.13 Grade assignments using appropriate scoring rubrics;
- 5.14 Monitor student progress and keep records in the student information platforms;
- 5.15 Provide ongoing formative feedback to students in a timely manner;
- 5.16 Complete the course syllabus;
- 5.17 Consult with the Head of Department (HOD) should the need arise for additional instructional time;
- 5.18 Service to BTVI and/or Community includes a minimum of four (4) hours per semester of administrative and committee work which includes, but is not limited to:
- 5.18.1 Serving on the Institute-wide committees or boards;
- 5.18.2 Participating in the Institute-related activities, student activities;
- 5.18.3 Sharing of the administrative work of the Department/Institute and UTEB; and
- 5.18.4 Taking an active role in scientific, cultural, educational, professional, governmental, civic and social bodies and events, inclusive of serving on national and/or international committees, boards and commissions, together with those activities which are relevant to, and compatible with, the Master Technical and Vocational Instructional role.



- 5.19 Consult with the HOD regarding execution of activities such as field work, site visits, external laboratory work.
- 5.20 Set semester examinations (written and practical) in consultation with the HOD and have these examinations (papers) reviewed by the HOD.
- 5.21 Provide examination results and coursework grades in accordance with the BTVI's Academic policy regarding the submission of student grades.
- 5.22 Model the professional behaviours and attitudes.
- 5.23 Recommend improvement to any aspect of the course where necessary.



6 Office Hours

6.1 Faculty shall maintain at least four (4) hours per week at a time appropriate for students enrolled in their courses; and

6.2 During the registration periods, full-time faculty shall be available to advise students as scheduled. Full Time faculty who fail to adhere to these requirements may be subject to disciplinary action (refer to disciplinary procedure).

Clause 21 Head of Departments (HODs): Eligibility, Duties, Responsibilities and Removal

HODs provide leadership in planning, implementing and administering the work of an Instructional Department, represent the opinions of Faculty to administration, communicate administrative decisions to Faculty and have reporting responsibilities to their respective Dean.

1 Eligibility

Normally Faculty shall be eligible for the position of HOD if they:

- 1.1. have an advanced industry certification, bachelor's, master's or doctoral degree;
- AND
- 1.2. hold the rank of Technical, Senior Technical or Master Instructor;
- 1.3. have administrative and/or program development experience; and
- 1.4. have a minimum of five (5) years in TVET Tertiary education or relevant industry experience at the time of the appointment, inclusive of three (3) full years' service in the relevant Department. In the event of the amalgamation or restructuring of departments, experience in any of the former departments will be considered as equivalent.

Note: Faculty on continuous contract must be eligible for a new contract; however, the term of office automatically ends at the expiration of the contract unless the contract is renewed.

2. Term of Office

Heads of Department shall be recommended through the Dean to the VPAA and in consultation with the President. Such appointments and terms require Board approval and as such shall be considered by the Board at the end of each Academic Year and annual appointments determined.

3. Duties and Responsibilities

- 3.1. Develop, implement and evaluate goals and objectives of the Department consistent with the mission and strategic plan of the Institute;
- 3.2. Ensure the compliance of Faculty with the Industrial Agreement;
- 3.3. Ensure the compliance of Faculty, staff and students with the BTVI's policies;
- 3.4. Supervise Faculty, staff and students;
- 3.5. Plan and conduct monthly Departmental meetings and circulate minutes to all Faculty, including Faculty on other campuses;
- 3.6. Coordinate the design, development and delivery of new courses, programs and/or projects;
- 3.7. In collaboration with Heads of Departments, initiate, plan and implement course, project and program reviews;
- 3.8. In consultation with Heads of Departments and/or Coordinators, prepare the schedule of courses and assign Faculty;
- 3.9. Make recommendations for and give assistance in the selection, appointment and orientation of new Faculty and staff;
- 3.10. Facilitate professional development of Faculty and staff
- 3.11. Conduct the performance assessment of Faculty and staff;
- 3.12. Develop and implement guidelines and procedures for the efficient operation of Trades and ensure that Faculty, staff and student records are maintained;
- 3.13. Encourage communication and collegiality among faculty, staff and students;
- 3.14. Promote and maintain effective lines of communication with management, the Institute and external communities;
- 3.15. Organize and monitor academic advising and also manage student complaints and discipline as per approved policies;
- 3.16. Prepare annual budget estimates and manage allocated budgets and other resources;



- 3.17. Represent the Trade Department on BTVI/external boards and committees;
- 3.18. Liaise with other Departments;
- 3.19. Prepare and submit an annual end-of-year report to the Dean;
- 3.20. Perform other relevant duties as assigned by the Dean;
- 3.21. HOD may also be required to teach two (2) courses per Academic Year; but may be considered for a waiver, based upon the assignment of other administrative duties, and upon the recommendation of the Dean and approval of the VPAA.



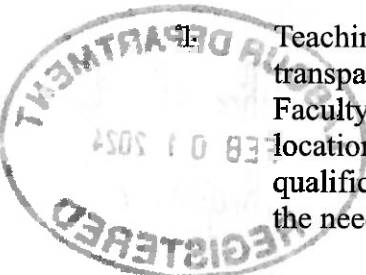
3.21.1 Any courses taught beyond two (2) courses shall be paid at the Overload Rate of pay.

4. Removal of HOD

- 4.4. If sixty percent (60%) of the Faculty of the Trade Department deem that the HOD is not carrying out his/her duties in a satisfactory manner, the Department may recommend in writing to the Dean that the HOD be recalled. The Dean shall advise the Vice President of Academic Affairs and the matter shall be referred to the President for consideration and recommendation to the Board. Recommendations are channelled to the board by Human Resources. The Dean shall appoint an Acting HOD after consultation with the VPAA and approval of the Board given through the President.

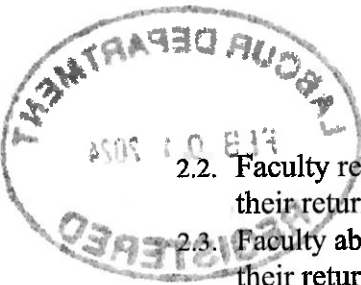
Clause 22 Teaching Duties

Teaching duties shall be assigned to full-time Faculty within a department in a transparent, fair and equitable manner by the Head of Department in consultation with the Faculty Member on the basis of, among other things, size of classes, course level, location and nature of the course, any special conditions of appointment, talents, qualifications, trade interests, other activities and/or commitments in the department, and the needs of the students and the department.



- 1.1. The HOD shall have responsibility to monitor full-time and adjunct Faculty workloads responsibilities, and all department timetables; and
- 1.2. In the monitoring of teaching duties and responsibilities, it is the HOD's role to ensure equity and adherence to the Institute's policies (provided these policies do not violate the terms of this Agreement).
- 2. Prior to the submission of the department's timetable to the relevant Dean for review and approval, full-time Faculty shall receive electronic copies of their proposed individual timetables. If there is a need to amend a schedule the Faculty Member shall be consulted and agreement or non-agreement shall be in writing;
 - 2.1. Normally, the timetables of newly hired full-time Faculty will not be changed; and

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2.2. Faculty returning from leave shall be informed of their schedule the semester prior to their return.

2.3. Faculty about to return from leave shall be informed of their schedule the semester prior to their return.

3 Full-time Faculty shall be assigned a maximum of twenty (20) to twenty-four (24) contact hours each of the two (2) semesters depending on the trade, Fall and Spring and six (6) to eight (8) contact hours in the summer. Full-time Faculty shall be paid the agreed overload rate (See Overload Payment) for the hour or hours that take them over the designated contact hours.

UTEB AND MANAGEMENT AGREE THAT THE EXISTING CONTACT HOURS FOR FACULTY EMPLOYEES WILL REMAIN AS IS. UPON COMPLETION OF THE PROGRAMME REVIEWS AND THE CREDIT CONTACT REALIGNMENT, UTEB AND MANAGEMENT WILL NEGOTIATE THE NEW CONTACT HOURS UNDER THE REVISED MODEL.

4 Full-time Faculty shall be paid the agreed overload rate (See Overload Payment) for the hour or hours that take them over the designated contact hours.

5 Class Size

5.1 The maximum number of students per class shall be determined by the number of training stations, safety factors and individual instructional requirements of the specific trade being taught. The determination as to the number of training stations in each new or expanded programme shall be made by management, utilising recommendations from industry and the Programme Advisory Committee.

5.2 Courses should have no more than twenty (20) students. Signed authorisation of the full-time instructor and approval of the HOD and the Dean must be obtained before any additional students are added to the class, up to a maximum of twenty-five (25) students.

5.3 Laboratories/practical/studio, portfolio and courses should have no more than twelve (12) students. Signed authorisation of the instructor and approval of the HOD and the Dean must be obtained before any additional students are added to the class, up to a maximum of fifteen (15) students.

6 For Capstone courses the following shall apply:

6.1 Three to four (3-4) students shall be considered one (1) course; If there are five (5) students enrolled, there will be a prorated payment awarded for the addition.

6.2 In cases where a Faculty Member has just one to two (1-2) students, payment/workload shall be pro-rated; and

6.3 Six to Eight (6-8) students shall be considered two (2) courses.



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6.4 Independent Study (IS)

- 6.4.1. Full-time Faculty who are under the agreed workload may be asked to take on a IS (without additional compensation) in order to bring them to the agreed workload;
- 6.4.2 Full-time Faculty already at a maximum load who agree to supervise an IS shall be paid at the agreed IS overload rate (see Overload Payment).

7 Family Island Teaching

7.1 Full Time faculty, who have successfully completed one (1) year of service may be asked or may volunteer to teach a course on a Family Island;

- 7.1.1 The agreement of the Faculty Member shall be obtained in writing;
- 7.1.2 Normally, Faculty will be assigned on a rotating basis so that every Faculty Member who indicates the willingness to teach on a Family Island may be able to do so; and
- 7.1.3 The final decision regarding the assignment of Faculty in the Family Islands shall rest with the relevant Dean and VPAA.
- 7.1.4 BTVI shall cover the cost of per diem, travel, transportation and accommodation (see Allowances clause);
- 7.1.5 In those instances where the course constitutes an overload, Faculty shall be paid in accordance with the agreed overload rate, plus the per diem and expenses;

8 Online Teaching

BTVI shall develop an academic policy with regard to the delivery of online courses. Both parties agree that any change in terms and conditions of employment for Faculty shall be discussed and agreed prior to implementation. For now it is understood that those who agree to teach an online course, the following terms apply:

8.1 Contact hours shall be the same as for traditional course delivery in making up regular load and overload;

8.2 Class size shall be restricted to twenty (20) students. Signed authorization of the Faculty Member and approval of the HOD and the Dean must be obtained before any additional students are added to the class, up to a maximum of twenty five (25) students; and



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8.3 In those instances where the online course constitutes an overload, Faculty shall be paid in accordance with the agreed overload rate (see Overload clause).

9 Overload Teaching

9.1 Faculty in the department shall be notified and considered for overload assignments, after such notification and consideration, where the expertise does not exist, Management reserves the right to engage externally.

9.2 Faculty may accept or reject overloads without penalty;

9.3 Courses from Departments other than the Faculty Department may be assigned to complete teaching timetables, after consultation with the HODs and Faculty concerned and approval of the Dean.

9.4 Normally, no full-time instructor shall teach more than two (2) courses overload.

9.5 Overload Authorisation

9.5.1 Faculty shall not teach the overload course(s) until the contract agreement(s) for the overload has/have been signed by HOD/Unit Head and VPAA and by the Faculty by the first week of the respective semester/session;

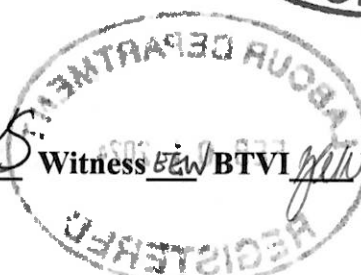
9.5.2 In the event that a course is added at the beginning of the semester and is assigned as an overload course, the contract shall be signed within seven (7) working days.

9.6 Payment for Overload Courses

Full-time Faculty shall be notified of their payment in accordance with the relevant Overload Contract Payment. Payment in full will be issued ten (10) working days after the last day of the examination period. (See Appendices for Overload Contract Rates.)

9.7 Overload Course Cancellation

In the event of course cancellation, full-time instructors shall also be notified by the second week of the semester.



Clause 23 Redundancy

1 An Employee is deemed to be dismissed because of redundancy if his/her dismissal is wholly or mainly attributable to the fact that his/her employer has ceased, or intends to cease, to carry on the business for the purposes of which the Employee was employed by him, or has ceased, or intends to cease, to carry on the a business in the place where the Employee was so employed; or the fact that the requirements of that business for Employees to carry out work of a particular kind, or for Employees to carry out work of a particular kind in the place where he was so employed, have ceased or diminished or are expected to cease or diminish.

2 Section 26A (Obligations of employer contemplating redundancy) of the Employment (Amendment) Act, 2017, provides that where an Employee has been continuously employed for one (1) year or more and is dismissed by his/her employer because of redundancy, the Employee is entitled to pay him/her a redundancy sum.

3 Payment of redundancy shall be made on or before the date of the Employee's redundancy.

4 The amount of pay entitlement due shall be based on *Section 26A and or 28A of the Employment (Amendment) Act, 2017.*

5 Guidelines:

If the Institute determines that there is a need for a reduction in its usual work force, BTVI shall consult the Union before implementing the same. The Institute agrees that:

5.1 Every effort shall be made to relocate Faculty affected to other Departments whenever/wherever suitable vacancies are available;

5.2 Management shall undertake to provide such training as is necessary prior or subsequent to assignment of new duties. In all such cases, the Union shall cooperate with the Institute so that the necessary training shall be provided;

5.3 When the Institute is unable to relocate a Faculty Member or when BTVI terminates the services of a Faculty Member as result of the introduction of mechanization, technological methods or amalgamation of services, the Faculty Member shall be entitled to six (6) months' notice, or pay in lieu of notice, and redundancy pay;

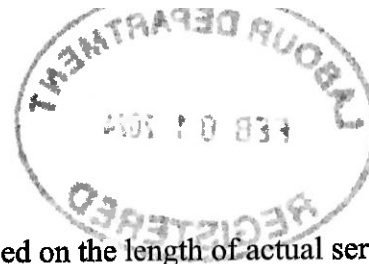
5.4 The principle of the "last in first out" based on service with BTVI shall be applied and the Faculty Member with the least service shall be made redundant first;

5.5 Recall shall be in order of seniority;

5.6 Recruitment of new Faculty in any area shall only be carried out where persons whose positions have been declared redundant are not qualified to fill vacant positions;
and



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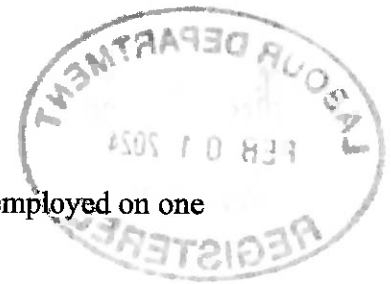
The amount of pay entitlement due shall be based on the length of actual service with BTVI and shall be computed on the basis of the Faculty Member's rate of pay at the time of redundancy at four each year (4) weeks for each completed year of service up to a maximum of forty-eight (48) weeks.

Clause 24 Resignation

- 1 Full Time Faculty planning to resign from BTVI shall give at least one (1) months' notice; and
- 2 This notice shall be sent to the relevant HOD who shall forward it to the Vice President, Academic Affairs, through the relevant Dean.

Clause 25 Retirement

- 1 The normal retirement date for full-time Faculty retirement shall be at the end of the semester in which their sixty-fifth (65th) birthday falls. Faculty shall be eligible to retire early after attaining the age of fifty-five/sixty (55/60) upon the completion of thirty (30) years of service in a pensionable post. In such instances, the Human Resources Department should be notified no less than six (6) months prior to the pre-retirement date.
- 2 The retiring Faculty Member must be able to perform all the requirements of the position
- 3 The retention/rehiring of retired Faculty must not stifle the promotion of suitably qualified Bahamians and the appointment of new qualified Bahamians;
- 4 Vacation, Sick Leave apply to re-employed Faculty;
- 5 The relevant Department Heads/relevant Unit Heads shall approve or disapprove all recommendations for re-employment and shall submit recommendations through the relevant Dean to the VPAA for consideration by the Institute's Board through the President through Human Resources.
- 6 Full-Time Faculty shall draw down on vacation leave before retirement.
- 7 Faculty must notify the relevant HOD/Unit Head in writing six (6) months before their retirement age, should they wish to make an application for and be considered for re-engagement under contract. Such communication shall be copied to the relevant HOD and Dean. Who shall forward the requests for consideration of the President through the VPAA and submission to the Board through Human Resources; Such re-engagement will be based on the Institute's needs and requires recommendation by the relevant Supervisor, President and approval by the Board.



- 8 Faculty who retire and are needed for an additional period may be re-employed on one (1) year contracts up to five (5) years or age seventy (70).
- 9 Rehired Faculty shall:
 - 10.1 be paid at the same level of earnings on the salary scale at which they retired from the Institute; and
 - 10.2 retain the same rank that they held upon retirement;
 - 10.3 In those instances where BTVI is unable to offer full-time employment to Faculty, they could be considered for adjunct employment.

PERFORMANCE ASSESSMENT AND PROMOTION

Clause 26 Annual Performance Assessment

- 1 The Institute is committed to excellence in teaching, professional activities, scholarship and service. It seeks to provide opportunities for Faculty to engage in observership, Faculty exchanges, cross cultural field work, industry analysis and professional (practice and applied) research for the expansion and application of knowledge and for a greater understanding of the world in which we live.
- 2 Faculty shall undergo an annual assessment 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. and/or Department;
- 3 Performance appraisals are conducted on an annual cycle. Employees will complete a performance review by the end of May each year and submit to their supervisors. After thirty days (30) following the due date, any failure to the Employer to complete the annual assessment of the Employee shall result in the employee being awarded an automatic satisfactory rating. The performance appraisal will be discussed, and both the employee and manager will sign the form to ensure that all strengths, areas for improvement and job goals for the next review period have been clearly communicated. Performance evaluation forms will be retained in the employee's personnel file.
- 4 Annual performance assessment seeks to:
 - 4.1. ensure Faculty performance is aligned with the mission of the Institution, provide an opportunity for Faculty to reflect on, assess and receive timely feedback on their performance;
 - 4.2. support the continuous development of Faculty that will enable them to plan development opportunities and a career path consistent with personal, professional and institutional goals;
 - 4.3. recognize performance that demonstrates a high level of achievement, creativity, experimentation and risk-taking;
 - 4.4. recommend development strategies and initiatives to Faculty whose performance has not been rated satisfactory or above and provide professional development support;

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- 4.5. identify and reward overall quality of performance;
 - 4.6. provide the basis for awarding of salary increases;
 - 4.7. provide a basis for awarding meaningful incentives that facilitate continued and sustained productivity of Faculty; and
 - 4.8. provide a basis for decisions regarding Permanent and Pensionable employment, additional contracts and promotion.
- 5 Faculty performance assessment is based on the duties and responsibilities which fall into Duties and Responsibilities of Instructional Faculty category found Clause 20.
- 6 Rating of Faculty Performance
- 6.1. Faculty are expected to achieve a rating of satisfactory or above, in each of the categories. Given the Institute's commitment to excellence, all Faculty should aspire to the highest rating in all categories.
 - 6.2. Performance in each of the categories should be rated using a 4 point scale, the ratings as follows:

Outstanding 3.5 – 4.0
 Above Average 2.5 – 3.4
 Satisfactory 1.5 – 2.4
 Unsatisfactory 0.0 – 1.4

Outstanding
 Above Average
 Satisfactory
 Unsatisfactory.



7 Faculty Plan

7.1. Using the Faculty Plan (see Appendices), Faculty identify goals and objectives for the coming year, inclusive of professional development activities to be undertaken during the summer, and the means by which they may be achieved based on their duties and responsibilities, talents, gifts and interests. These goals and objectives should be aligned with and support the goals and mission of the Department and BTVI.

- 7.1.1. BTVI is responsible for providing resources or access to resources within approved budgetary allocations for the implementation of the Plan;
- 7.1.2. By the end of the final week in September, Faculty shall submit a copy of their Plan to the HOD;
- 7.1.3. HOD shall arrange a meeting with the Faculty to discuss their plan as necessary. HOD shall forward Faculty Plans to the relevant Dean and Vice President Academic Affairs for review. All reviews shall be completed by the end of the third week in October. All Plans not returned to Faculty by this date shall be deemed approved;
- 7.1.4. As the need arises, Faculty should revisit their Faculty Plan to:

- a. reflect on their goals and objectives;
- b. document their reflections;

- c. assess their progress towards achieving their goals and objectives; and
- d. identify and save documentation that they may use as evidence to support their performance/achievements in each of the categories.

8 Student Feedback Reports

- 8.1. Student Feedback Reports provide an opportunity for students to evaluate Faculty and for Faculty to gain an understanding of how they are perceived by the students they teach. These Reports shall be completed during the Fall and Spring Semesters for all classes and should be completed during weeks 9 and 10.
- 8.2. HODs shall be responsible for:
 - 8.2.1. coordinating the distribution and analysis of the Student Feedback Reports;
 - 8.2.2. ensuring that the analysis of the Feedback Reports as well as the completed Reports are made available to Faculty as soon as possible after the Submission of final course grades to the Records Department;
 - 8.2.3. ensuring that the analysis of the Student Feedback Reports is shared with the Faculty Member and not utilized as a part of the annual assessment.
 - 8.2.4. providing each Faculty Member with a copy of the analysis of his/her Feedback Report as well as access to the completed reports.

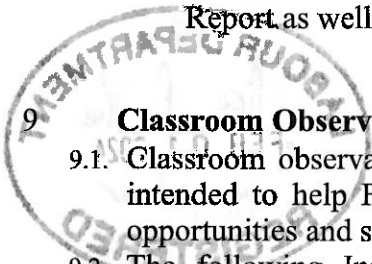
9 Classroom Observations

- 9.1. Classroom observations provide Faculty with feedback regarding their teaching and are intended to help Faculty identify their strengths, areas for improvement, development opportunities and sources of support.
- 9.2. The following Instructional Faculty shall be required to participate in classroom observations:

- 9.2.1 all newly appointed Faculty (full-time)
- 9.2.2 Faculty on probation; and
- 9.2.3 Faculty who have not achieved two consecutive semesters of satisfactory classroom observations and may become necessary and with consultation with the Union have another observation completed.

- 9.3 Classroom observation teams shall arrange at least two (2) classroom observations (one announced and one unannounced) for two (2) consecutive semesters. Teams shall comprise at least three (3) of the following:

- 9.3.1 the Head of Department and/or Unit Head; and
- 9.3.2 Faculty holding the rank of Senior Technical and Vocational Instructor or higher. In those instances where there is no Faculty Member holding the rank of Senior Technical and Vocational



Instructor or higher, an Assistant Technical and Vocational Instructor with at least five (5) years and above average tertiary-level teaching experience may be asked to participate.

- 9.4 Prior to the announced classroom visit, observation teams should meet with the Faculty Member to discuss the goals and objectives of the lesson to be observed, the preparation for teaching and the teaching strategies to be used.
- 9.5 After the classroom visit, the observation team shall meet with the Faculty Member to discuss the observation, review the effectiveness of teaching materials and methods, identify strengths and challenges, discuss areas for improvement, strategies and sources of support and complete the appropriate Classroom Observation Form (see Appendices).
- 9.6 During the first semester, classroom observations provide support and suggestions for teaching and shall not count towards the annual assessment of teaching performance unless requested by the Faculty Member. During the second semester, classroom observations shall count toward the annual assessment of teaching. HODs shall ensure that completed Classroom Observation Forms are added to the Faculty Member's assessment portfolio.
- 9.7 In those instances where, after two (2) consecutive semesters, classroom observations are rated as satisfactory or above, Faculty shall no longer be required to participate in the observation process unless they have been rated unsatisfactory in the teaching category on the Annual Faculty Evaluation Report.
- 9.8 In those instances where, after two (2) consecutive semesters, classroom observations are rated as unsatisfactory, Faculty shall be required to meet with the HOD, and members of the observation team to discuss areas for improvement, strategies, sources of support and a plan of action for improvement.
- 9.9 Faculty Assessment Portfolio File 1.1 By the end of May, Faculty shall provide their HODs/Deans with an assessment portfolio that includes the following:
- 9.9.1 a completed Faculty Annual Report (see Appendices);
 - 9.9.2 a self-assessment of their goals, objectives, accomplishments and challenges with regard to their duties and responsibilities;
 - 9.9.3 an analysis of their professional development activities; and
 - 9.9.4 supporting documentation.



Clause 27 Promotion of Full Time Faculty

- 1 Full Time Faculty may be granted a promotion at any time during the year as advanced by the President to the Board upon recommendation by the relevant HOD, Dean and through the VPAA. Such recommendations are guided by the criteria as laid out in the career path (Clause 18). Promotions are in accordance with approved salary schedules.
- 2 The Union shall be notified of all promotions.
- 3 Performance Assessment is just one of several criteria used for qualitative descriptors such as 'outstanding' and 'above average'. For the purposes of this document the following equivalencies shall apply in referring to Annual Performance Assessment ratings.

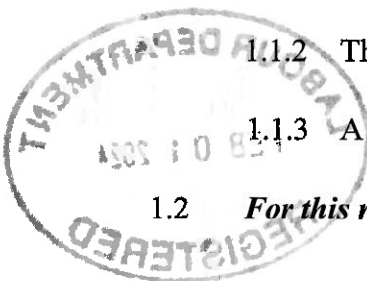
Academic Year of the Annual Performance Assessment	Prior to 2022-2023	2023-2024 and onward
	Superior	Outstanding
	Above Average	Above Average
	Satisfactory / Unsatisfactory	Satisfactory / Unsatisfactory



- 4 An instructor should be promoted through the ranks based on the following criteria for each position. The criteria for promotion shall be as follows:

1 Craft Instructor to Assistant Technical and Vocational Lecturer

- 1.1 An Instructor shall be promoted to the rank of Assistant Technical and Vocational Instructor under the following circumstances:
 - 1.1.1 An earned associate degree in a relevant area/discipline from an accredited institution or a relevant industry certification and or license by a recognized professional body; and
 - 1.1.2 Three (3) years TVET tertiary-level teaching experience; and
 - 1.1.3 A record of satisfactory performance.
- 1.2 ***For this rank, Faculty are not required to apply for promotion.***



UTEB KS Witness EGW BTVI JAW Witness QB

2. Assistant Technical and Vocational Instructor to Technical and Vocational Instructor

2.1 An Assistant Technical and Vocational Lecturer shall be promoted to the rank of Technical and Vocational Lecturer under the following circumstances:

2.1.1 An earned associate degree in a relevant area/discipline from an accredited institution or a relevant industry certification/license in by a recognized professional body and six years TVET tertiary teaching experience or three years' experience since attaining the rank of Assistant Technical and Vocational Instructor; OR

2.1.2 An earned bachelor's degree in relevant area/discipline from an accredited institution and a minimum of three (3) years TVET tertiary experience; and

2.1.3 A record of satisfactory performance; and

2.2 *For this rank, Faculty are not required to apply for Promotion.*

3. Technical and Vocational Lecturer to Senior Technical & Vocational Master Technical & Vocational Instructor

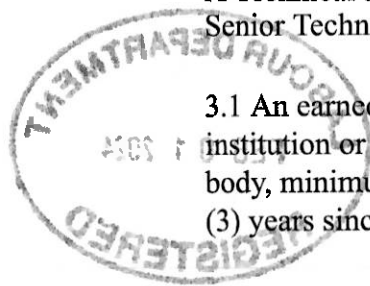
A Technical and Vocational Instructor shall be eligible for promotion to the rank of Senior Technical & Vocational Instructor under the following circumstances:

3.1 An earned bachelor's degree in a relevant area/discipline from an accredited institution or an advanced industry certification/license by a recognised professional body, minimum seven years TVET tertiary teaching experience and a minimum of three (3) years since attaining the rank of Technical and Vocational Instructor; OR

An earned master's degree in a relevant area/discipline from an accredited institution, minimum five (5) years TVET teaching experience and a minimum of three (3) years since attaining the rank of Technical and Vocational Instructor.

3.2 A record of overall above-average performance.

4. Senior Technical and Vocational Instructor to Master Technical and Vocational Instructor



A Senior Technical & Vocational Instructor shall be eligible for promotion to the rank of Master Technical & Vocational Instructor under the following circumstances.

4.1 An earned bachelor's degree in a relevant area/discipline from an accredited institution and an advanced industry certificate/license by a recognised professional body with ten years TVET teaching experience and three years since attaining the rank of Senior Technical and Vocational Professor OR

4.2 An earned master's degree or doctorate degree in a relevant area/discipline from an accredited institution with ten years TVET teaching experience and three (3) years since attaining the rank of Senior Technical and Vocational instructor.

4.3 The rank of Master Technical & Vocational Professor may be attained by fulfilling the following sets of criteria:

4.3.1 Teaching that is recognised as outstanding or above average for a minimum of three (3) years since attaining the rank of Senior Technical & Vocational Professor, together with above average/satisfactory (as may be applicable) Teaching Service which has been demonstrated over the candidate's career.

4.3.2 Evidence of work done to contribute to the building of the institute.

5. The Union shall be notified of all promotions.

Note: Performance Assessment is just one of several criteria used for qualitative descriptors such as 'outstanding' and 'above average'.

For the purposes of this document the following equivalencies shall apply in referring to Annual Performance Assessment ratings.

Academic Year of the Annual Performance Assessment

Prior to 2022-2023

2023-2024 and Onwards

Above Average

Outstanding

Satisfactory

Above Average

Unsatisfactory

Satisfactory

Unsatisfactory



SALARIES BENEFITS AND OTHER INCENTIVES

Clause 28 Salary

The salary scales for full-time Faculty Members are contained in the Appendices.

Clause 29 Salary Reassessment

1 The employee's overall performance and salary level relative to his/her position responsibilities are evaluated to determine if a salary/wage increase would be warranted.



However, a performance review does not always result in an automatic salary/wage increase. Therefore, an annual salary/wage increase programme has been designed to assist management in planning and allocating increment and promotional increases that reward individual performance and ensure market competitiveness and internal equity.

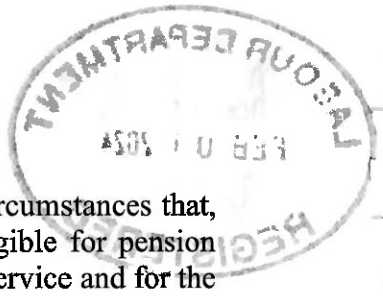
- 2 Faculty may request in writing a reassessment of their salary from Human Resources.
- 3 Out-of-cycle salary/wage increases must be recommended by the department manager, Human Resources and the President and approved by the Board.
- 4 Within twenty (20) working days of receipt of the request Human Resources, shall inform the Faculty Member and the Union of the outcome.
- 5 Faculty who do not agree with the outcome of the reassessment may file a grievance.

Clause 30 Health and Life Insurance Plan

- 1 The Institution may purchase Health Insurance Coverage, on behalf of eligible full-time Faculty, from the list of providers approved by the Board.
- 2 The President is authorised, as delegated by the Board, to establish procedures for the administration of an insurance programme for employee health, vision (optional), and dental (optional) benefits.
- 3 The Board shall maintain the level of contribution it currently provides for the life of this Agreement (60% Employer/ 40% Employee of monthly premium).
- 4 Refer to the contractual Agreement of Group Medical Plan for schedule of benefits.

Clause 31 Pension Plan

- 1 The Institution is authorised under the Bahamas Technical and Vocational Institute Act, 2010 to establish and administer a superannuation pension scheme for the benefit of such of its employees as are appointed by the Board.
- 2 The Board is authorised to establish eligibility to participate in the BTVI Pension scheme based on guidelines which include employees in full-time positions.
- 3 The Institution will purchase annuity contracts, on behalf of eligible employees, from the list of providers approved by the Board.
- 4 In accordance with the provisions of the BTVI Act of 2010, where any public employee holding a pensionable office under the Government, ceases to be the holder of such office by reason of his/her transfer with his consent to the service of the Institute and such



person subsequently retires from the service of the Institute in such circumstances that, had he/she remained a public employee, he/she would have been eligible for pension he/she will receive his/her pension for the period worked in the Public Service and for the period worked at the Institute.

- 5 Any pension payable to any such person as is mentioned above who has been transferred to the Institute shall be calculated and granted to him/her in respect of his/her total service under the Government. Pension under the Institute will be calculated separately with regard to time served under the Institute.
- 6 The Institute shall provide for the establishment and maintenance of a contributory superannuation pension scheme for the benefit of such of its employees as are appointed.
- 7 Faculty who were vested in BTVI's Pension prior to July 2021, are entitled to continue with the pension plan as is.
- 8 Trustees are appointed in accordance with the Trust Deed to administer the Fund and to hold the Fund upon trust for the Members and the Employer in accordance with the terms thereof. A UTEB representative is required to serve as a Trustee.

Clause 32 Allowances

Faculty are entitled to the following allowances:

- 1 **Mileage**
Faculty, inclusive of those who supervise students on internships, who are required to use their vehicles to carry out assigned professional duties not on the main campus, shall receive a mileage allowance of three dollars (\$3.00) per mile.
- 2 **Per diem**
 - a. The per diem rate for travel in The Bahamas shall be seventy dollars (\$70.00); and
 - b. The per diem rate for travel outside of The Bahamas shall be one hundred (\$100.00).
- 3 **Invigilation and Evaluation of Challenge Examinations**
Faculty who invigilate and evaluate a challenge exam shall be paid thirty dollars (\$30) per hour of invigilation.
- 4 **Responsibility Allowance**
Faculty serving in the HODs positions shall carry an allowance and should be paid as follows:

\$500 per month first year of the Agreement
\$550 per month second year of the Agreement



UTEB KS Witness EGW BTVI [Signature] Witness OB

\$650 per month third year of the Agreement

Clause 33 Overload Payment and Independent Study

- 1 Faculty Members shall be compensated for courses taught beyond the agreed 'normal' load subject to Clause 22.
- 2 All contact hours will be equated the same regardless of instructional method/delivery; be they lab, lecture, seminar, tutorial, online, or whatever terminology is used.
- 3 The overload rate applies to all credit and non-credit courses that constitute a programme or prepare students for such programmes through upgrading or certificate programmes.
- 4 Such rates apply to regular programmes only and do not apply to special interest and customised programmes which are guided by fixed budgets which are negotiated and agreed through third party contractual terms.
- 5 Independent Study (IS)
 - 6.1 Faculty already at a maximum load, who supervise Independent Study for credit and non-credit course, shall be paid at the rate of flat rate as agreed between UTEB and Management for a class size as agreed upon by UTEB and Management students per semester.
 - 6.2 Faculty not at a maximum load shall be assigned a IS as a part of their regular load.

Clause 34 Increment

- 1 Increases are based on the faculty's performance. A performance review does not always result in an automatic salary increase. Ratings of satisfactory and above will be awarded increments.
- 2 The employee's overall performance and salary level relative to his/her position responsibilities are evaluated to determine if a salary increase would be warranted.
- 3 Budget allocations for increments are planned for and allocated before the start of each fiscal year subject to parliamentary approval.



UTEB KS Witness GW BTVI JKW Witness CB

Clause 35 Waiver and Fee Structure

- 1 Bahamas Technical and Vocational Institute is focused and committed to not only our students, but also to making sure that our staff benefits from all the programmes that we offer at the Institute.
- 2 Faculty must follow the normal enrolment and registration procedures. In addition, full time faculty are only allowed to do courses after their teaching schedule is taken into account and approval is granted through their respective HOD in consultation with the Dean.
- 3 Faculty are offered the following benefits listed below:

Certificate Programmes	-	No Charge
Diploma	-	No Charge
Associate Degrees	-	No Charge
Special Interest Course	-	50% Discount
**Professional Development Courses (PDC)	-	50% Discount
Certification Exams	-	Full Payment
Full-time Faculty spouse and children (ONLY) –Registration, Tuition, PDC and Special Interest Courses (No discount on Certification Exams)	-	50% Discount
Books, Tools and Kits	-	Full Payment

****Please note for full-time Faculty work-related courses the fees are 100% waived for the exception of degreed programmes.**

- 4 Full Time faculty must follow the normal enrolment and registration procedures. In addition, full time Faculty are only allowed to do courses after their teaching schedule unless written permission is granted through their department head in consultation with the Dean.
- 5 Faculty must go to the Students Accounts Department for their accounts to be billed and the waiver, payment or discount will be applied.
- 6 Faculty will then be issued their schedule from the Student Accounts Department.

Bookstore

- 7 Cost of textbooks, which must be tied to a course/programme approved by Management to be pursued, will be covered under the protocol of the institute.



Clause 36 Incentive Programmes

The parties acknowledge that when employees are motivated to perform at higher levels of productivity, the Institute functions more efficiently and is more effective at reaching its goals. BTVI has established guidelines for implementing a reward and recognition system for all permanent and fixed term contract employees.

9 Recognition Programme for Full-time Faculty

9.1 The parties strongly encourage departments to develop and implement ongoing employee appreciation and recognition activities and programmes for the extraordinary individual or team efforts and achievements. This type of informal programme includes providing “on-the-spot” or “appreciation” rewards that do not have pre-arranged criteria.

9.2 The head of department may choose ideas from the following list which is not exhaustive:

- verbal appreciation
- special recognition at staff meetings
- written accolades/letter of commendation/certificates
- feature article in department’s internal communications (i.e., newsletters, etc.) or bulletin board postings
- feature article in the Institute’s publications or external webpage
- “pot luck” breakfast/lunch for employees
- ice cream social
- snacks (e.g., bags of popcorn) for all employees
- monthly birthday celebration in the department
- small novelty items (i.e., pens, pencils, mugs, key chains, etc.)
- designation of recognition week for each classification of employee (i.e., Instructor Appreciation Week, etc.)
- Attaining service of 5 years



9.3 The Recognition Programme is limited to non-monetary awards or non-refundable gift certificates valued at \$50 or less per employee. Departments must fund the costs of their

recognition programmes. Funding for such programmes should be included in each department's annual budget process.

10 Formal Reward Programme for Full-time Faculty

10.1 Formal rewards are used to acknowledge the achievement of employee contributions to the Institute and are awarded at pre-established intervals (e.g., annually) by the Rewards Committee. The outcome of such awards should also be highly publicized. Formal rewards can include a mix of cash and non-monetary gifts.

10.2 The total of monetary and non-monetary awards must not exceed \$150 -\$300 per employee per fiscal year.

10.3 Formal rewards in this category shall include the following criteria:

- Academic leadership
- Entrepreneurial and enterprise related activities

10.4 The total of monetary and non-monetary for formal awards must not exceed \$500 per employee per fiscal year. Formal rewards may include recognition for:

- Service awards at 10, 15, 25 and over 30-year intervals

10.5 The total of monetary and non-monetary awards must not exceed \$500 per employee per fiscal year.

10.6 Cash awards must be paid by any negotiable instrument (e.g., cash, check, and direct deposit) or any items that can be readily converted to cash, such as gift certificates. Monetary awards will not be added to an employee's base pay. All monetary awards (regardless of amount) are considered income for the employee and taxed accordingly.

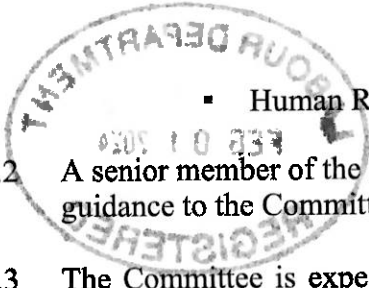
10.7 Under the formal reward programme, non-monetary awards may include:

- Mid-size to large novelty items (e.g., Institute pin, plaque, trophy, etc.). A plaque or trophy can also be used as a rotating award among staff)
- Certificate of achievement and any other non-monetary award

11 Reward Committee for Full-time Faculty

11.1 All recommendations for formal rewards will be considered by a Rewards Committee comprising of:

- VPAA (or designate)
- 1 Dean
- 1 Head of Department
- 1 Master Technical/Vocational Instructor
- 1 Representative from UTEB



- Human Resources Representative

- 11.2 A senior member of the Human Resources Department will provide advice and guidance to the Committee.
- 11.3 The Committee is expected to monitor and review the operations of the formal reward programme on an annual basis and determine the value of awards per category in keeping with budgetary constraints and customary practice.
- 11.4 Procedure for Making Nominations for Rewards for Faculty (excluding Part Time Faculty)

Step 1: The HOD, in collaboration with the relevant Dean, will prepare and submit a list of high performing Faculty based on their performance evaluation forms and any other relevant information to the Reward Committee for full-time Faculty.

Step 2: The Committee will consider each application for an award based on the agreed criteria. A decision will be reached on the basis of the evidence submitted. It is anticipated that the relevant committee members will contribute more substantially when reviewing applications from their section.

Step 3: Three (3) full-time Faculty Members will be selected to be rewarded.

Step 4: The Committee will submit the selected names to the Board annually via the President for approval.

Step 5: Human Resources will communicate the outcome of a reward application to each applicant and to the relevant supervisor on behalf of the Committee.

Step 6: The announcement of the rewarded names and distribution of rewards will be made during the Annual Commencement Ceremony or at the end of the Academic year (final event).



LEAVES



Clause 37 Institutional Leave

- 1 All benefits shall be continued during any leave.
- 2 Increment and/or evaluations shall not be adversely affected by any leave (vacation, compassionate, casual, adoption, industrial injury, jury duty, maternity, paternity, medical/sick leave, special leave).
- 3 Should Faculty be called in to do the Institute's business during their official leave, they shall be given the time back; and
- 4 The Employment Act makes provision for the award of vacation leave to all employees, but the granting of vacation leave specific periods must be subject to the exigencies of the Institution.
- 5 A week's leave shall be a period of five (5) working days; a day's leave means a working day's leave. The period of any vacation leave granted shall be extended by one (1) day for each public holiday that occurs during that vacation.
- 6 Full-time Faculty shall be entitled to six (6) weeks' vacation per calendar year beginning the first Monday of July.
- 7 Instructional Faculty shall be entitled to five (5) days (Thursday, Friday, Saturday, Sunday and Monday) mid-semester break for each full semester, that is ten (10) days each year;
- 8 In all circumstances Faculty applications for vacation leave must be made no later than one month prior to the start of the vacation period, which is the month of July.
- 9 Faculty shall submit the completed application form for Vacation Leave (See Appendices) to their relevant Dean through their HOD at least one (1) month prior to the Leave.
- 10 Adoption Leave
 - 10.1 All Faculty are eligible for six (6) weeks paid Adoption Leave after one (1) year (that is, twelve [12] months) of full-time service;
 - 10.2 Documentation providing evidence of the adoption must accompany the application for Leave; and
 - 10.3 Normally, Adoption Leave at full pay shall not be granted more than once every three (3) years.

11 Casual Leave

11.1 The Examination and Testing Services Officer and Coordinator of CODE may request up to three (3) days Casual Leave exclusive of weekends. Casual Leave shall not exceed ten (10) days in any Calendar Year. One application only shall be considered in any one month. This waives time back in lieu of pay.

11.2 The Examination and Testing Services Officer and Coordinator of CODE are not eligible for mid-semester breaks; and

11.3 All other categories of faculty are not eligible for Casual Leave.



Clause 38 Sick Leave

1. All faculty employees are eligible to twenty (20) sick working days per annum.

1.1 Six (6) working days (call-in days) of the twenty (20) working days may be utilised without a medical certificate.

1.2 A maximum of two (2) working days can be utilised on any one occasion.

1.3 The remaining fourteen (14) working days must be covered with a medical certificate.

1.4 Thereafter, once a faculty employee has exhausted his/her sick entitlement benefit, he/she can claim NIB.

1.5 A faculty member may opt to utilise any accrued vacation leave before being granted extended sick leave.

2. Extended sick leave may be used by the faculty employee after this employee has exhausted the sick leave eligibility of twenty (20) working days; such leaves must be supported by a medical certificate.

2.1 Approval will be granted for additional sick leave as follows and in this order:

2.1.1 The next five (5) months shall be calculated on 7/8th pay

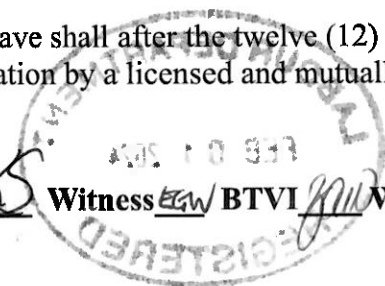
2.1.2 Once the 7/8th pay period has been exhausted, the next six (6) months shall be calculated at the rate of 1/2 pay.

2.1.3 If the employee has exhausted all of the above, Institutional Medical Evaluation/Unpaid Leave (Salary to be Coded).

3. Unpaid sick leave may be granted in the event a faculty employee has more than twelve (12) months incapacity

3.1. Unpaid Sick Leave may be granted up to a further six (6) months following medical evaluation.

3.2 Faculty employees on extended Sick Leave shall after the twelve (12) month period be asked to submit to a medical examination by a licensed and mutually approved



medical practitioner for the purpose of determining if there is a reasonable prospect of eventual recovery.

3.3 In such instances, if unpaid sick leave is approved, BTVI shall continue to pay its contribution to the insurance coverage.

3.4 At the end of the entire sick leave period, the faculty employee shall submit a medical certificate confirming fitness to return to active duty;

3.5 In those instances where the faculty employee must work in a limited capacity, the medical certificate must clearly state the work limitations. Approval for a faculty employee to work in a limited capacity must be granted through the Associate Vice President, Human Resources in consultation with the immediate supervisor; and

3.6 Upon return to work from sick leave, the faculty employee shall resume active duty without loss of seniority.

4. In case of sickness or injury resulting in absence extending beyond two (2) consecutive working days on any one (1) occasion, the faculty employee must furnish BTVI a medical certificate within forty-eight hours (48) stating that he/she is medically unfit to perform his/her normal work duties during the days in question.

Examples:

If a faculty employee calls in sick on a Friday and the Monday of the following week and reports to work on Tuesday, both days will count as call-in days and will be deducted from the aggregate six (6) working days. A medical certificate will not be required.

Weekends and public holidays falling within a period of sick leave shall count as days of sick leave covered by the medical certificate unless otherwise indicated. Such weekends and public holidays shall not be deducted from the faculty employee's sick leave entitlement.

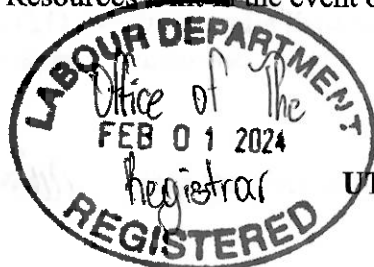
5. Human Resources shall maintain a central record of all absences and shall ensure that proper documentation is received.

5.1. When the faculty employee's entitlement to full or partial salary expires, Human Resources shall meet with the faculty employee to agree on the adjustment related to the reduction in pay prior to instructing the Payroll Section to adjust the salary;

5.2. BTVI shall hold all medical information confidential.

6. Any absence from duties through injuries sustained on the job shall be dealt with under the Clause on Industrial Injury.

7. Faculty employees must notify their immediate supervisor in the first instance, copied the Human Resources Unit in the event of any of the above-mentioned instances.



UTEB KS Witness EGW BTVI JM Witness CB

Clause 39 Maternity Leave

- 1 Maternity leave is granted in compliance with the Employment Act.
- 2 Maternity leave with-pay will not be granted more than once in three (3) years, nor will it normally be granted before an employee has served for one (1) year.
- 3 Maternity leave will be granted for a period up to thirteen (13) weeks.
- 4 An employee may also elect to enjoy full pay vacation leave plus maternity.
- 5 A pregnant employee with a year of service, or more, may be granted half pay leave in addition to the maternity leave of up to thirteen (13) weeks plus, full pay vacation leave, but not so that the total period away from work would exceed sixteen (16) weeks.
- 6 *Where an employee has been granted maternity leave and the date of confinement is a later date than the date stated in the certificate issued pursuant to subsection (1) of section 17 of the Employment (Amendment) Act, 2017, as being the date on which confinement was expected, her maternity leave shall be extended to include the period that elapsed between those dates.*
- 7 Leave associated with illness during the first twenty-four (24) weeks of pregnancy will be considered as gynecological and therefore sick leave rather than maternity leave. Applications for leave under this policy must be supported by Medical Certificates.
- 8 An employee who, after confinement, suffers any illness arising out of such confinement shall be granted, in addition to the maternity leave to which she is entitled, shall be granted sick leave, if she is entitled.
- 9 Female employees are not entitled to paid maternity more than once every three (3) years.
- 10 A Faculty Member who suffers loss of a child after confinement can utilize Maternity leave, vacation leave, leave of absence on half pay or unpaid leave.

Clause 40 Paternity Leave

- 1 Qualification for paternity leave, a male employee must:
 - 1.1 produce a letter requesting paternity leave which also acknowledges paternity.
 - 1.2 produce a certificate issued by a medical practitioner confirming the pregnancy and the expected date of birth, and
 - 1.3 have served for a minimum of 12 months.



- 2 The eligible male employee is entitled to a continuous period of four (4) weeks paid paternity leave, once in every three (3) years.
- 3 If additional time is required beyond the four (4) weeks paid leave, vacation, special or unpaid leave may be considered.
- 4 Employees must submit the application for paternity leave along with the requested documents to the Human Resources Department through his/her immediate supervisor and department head, three (3) months before the expected date of confinement.
- 5 After the birth of the child, the employee must forward a copy of the birth certificate to the Human Resources Department.

Clause 41 Industrial Injury

- 1 Accidents which occur while a Faculty Member is on duty shall be reported as soon as practicable to the Department Head who shall inform Human Resources. Human Resources shall notify the National Insurance Board within five (5) working days.
- 2 Claims for medical expenses arising from an injury sustained while on duty shall be processed by Human Resources in accordance with the National Insurance Industrial Injury Benefit provisions.
- 3 Faculty Members who suffer an Industrial Injury approved by the National Insurance Board shall be paid at their normal rate from the first day after the injury for a period not exceeding forty (40) weeks with no loss of Sick Leave benefits.
- 4 If the Faculty Member requires more than forty (40) weeks, the Employer may require another medical examination by a medical practitioner agreed upon by the Employer and the Faculty Member at the Employer's expense. The full-time Faculty Member may consult UTEB before mutually agreeing to a physician.
- 5 Salary during such leave, if adjusted by the Employer, shall be pursuant to the provisions of the National Insurance Act.
- 6 When the Faculty Member returns to work after recovering from the injury he/she shall be reinstated in the position occupied at the time of the injury or given alternative work of a comparable nature without loss of pay or seniority.
- 7 Faculty Members who suffer an accident while on duty shall not have time deducted from their Sick Leave entitlement; and
- 8 The Employer shall inform the Health and Safety Committee of all Industrial Injuries within the BTVI Community.





Clause 42 Compassionate Leave

- 1 All Faculty are eligible for Compassionate Leave;
- 2 If a death in the family of a Faculty Member is that of a parent, grandparent, foster parent, stepparent, spouse/life partner, child, grandchild, sibling, parent-in-law or legal dependent, BTVI shall grant leave up to six (6) working days without loss of pay;
- 3 If a death in the family of a Faculty Member is that of a son-in-law, daughter-in-law, sister-in-law, brother-in-law, aunt, uncle, niece or nephew, BTVI shall grant leave up to six (6) working days without loss of pay at the discretion of the institute;
- 4 Relationships not specified in BTVI-clauses 2 and 3 shall be dealt with on a case-by-case basis by the Associate Vice President, Human Resources;
- 5 In exceptional circumstances, BTVI may consider extending the leave. In cases of travel, an additional two (2) days may be granted; and 6 Notification of Compassionate Leave shall be made on the relevant form (see Appendices).
- 6 Applications for the grant of such leave must be accompanied by a statement of the reason(s) for the application, which will be treated as confidential.
- 7 Faculty employees may opt to utilise any accrued special/emergency leave if they have utilised all of their compassionate leave.

Clause 43 Unpaid Leave

- 1 Unpaid Leave without loss of benefits may be granted under exceptional circumstances.
- 2 Except in cases of emergencies or unforeseen circumstances, applications for Unpaid Leave (see Appendices) shall be submitted to the VPAA through the HOD/Dean at least three (3) months prior to the anticipated Leave. The HOD/Dean shall make a recommendation and forward the application to the relevant Dean/Vice President of Academic Affairs;
- 3 The Dean/Vice President of Academic Affairs, in consultation with the HOD/Dean, shall approve applications for Unpaid Leave and notify the President who may approve all leaves 1-90 days. Leaves for more than one semester must be submitted to the Board for approval through Human Resources; and

- 4 A Faculty who absents himself from his/her station, or his/her duties without leave, or who, without an acceptable excuse fails to resume duty when he/she is due to do so, will be regarded as absent without permission and without pay.
- 5 Faculty on Unpaid Leave for more than 12 weeks are not eligible for salary and increment pay.

Clause 44 Special/Emergency Leave

- 1 Full-time Faculty may be granted special leave for up to six (6) working days by the President through the VPAA in consultation with the relevant Dean and HOD with full pay subject to the exigencies of the Institute and based on the following circumstances:
- 2 On the grounds of urgent personal affairs in circumstances such as:
 - 2.1 an accident, or urgent private affairs; or
 - 2.2 serious illness of an immediate family member, and
 - 2.3 emergencies caused by fire or flood, natural disasters.
- 3 Faculty representing the country may be granted leave as necessary for the purpose of taking part in a recognised national or international event. The length of the leave shall be determined by taking into account the number of days required for travel to and from the place of the event;
- 4 In the event that a Faculty Member is referred and/or recommended for counselling or psychiatric services by BTVI, such leave and payments for services shall be assumed by BTVI; and
- 5 Personal leave shall not be added to vacation leave, nor shall it be accumulated.
- 6 Faculty employees may opt to utilise any accrued compassionate leave if they have utilised all of their special/emergency leave.

Clause 45 Professional Leave

UTEB AND MANAGEMENT AGREE THAT WITHIN 12 MONTHS OF THE SIGNING OF THIS AGREEMENT TO ESTABLISH PROTOCOLS WITH RESPECT TO PROFESSIONAL LEAVE.



UTEB KS Witness EGW BTVI [Signature] Witness [Signature]



Clause 46 Study Leave (Paid/Unpaid)

- 1 Full-time Faculty who are required by the Institute to undergo training or pursue a programme of study will be granted study leave on full pay. Such leave will not count against their vacation leave entitlement or any other leave of absence for which they are eligible. Such employees will be bonded to the Institute based on the length of study of the approved course or programme.
- 2 Full-time Faculty who wish to undergo training or pursue a programme of study that is not relevant to their role or that is not listed within the employee development plan or career path document, will be required to utilise accumulated vacation leave and any leave of absence for which they are eligible. Should the leave expire prior to the completion of the training/programme, the employee may be granted leave without pay to complete the training/programme provided documentary evidence of their progress is acceptable to the Institute. An application for flextime may also be considered.
- 3 Upon request, full-time Faculty shall be required to submit certificates to Human Resources from the appropriate authority of the Institution they are attending the training or study, as proof of his/her progress. If from such reports it is evident that the employee has abandoned the course, or his/her progress is so unsatisfactory, the Institute will cancel the remaining period of the study leave. Such cancellation will take effect when the employee is notified in writing, or two (2) weeks after the date of the decision, whichever is earlier.
- 4 Full-time Faculty who have completed three (3) or more years of continuous service may request reimbursement for expenses incurred in accordance with the Institute's Education Assistance Policy.
- 5 Study Leave may not be taken without prior approval through the following procedure.
- 6 Applying for Study Leave

Step 1: three (3) to six (6) months prior to the anticipated Leave. Faculty shall forward an application for Paid/Unpaid Study Leave Full-time Faculty must submit the completed "BTVI Application for Leave Form" through the HOD to the relevant Dean and VPAA for recommendation and onward submission to Human Resources for completion of the leave entitlement portion. (see Appendices) to the HOD/Dean along with the following:

Step 2: Human Resources will prepare for submission to the Faculty Development Committee (FDC); who will prepare a Brief for review by the President and onward transmission to the Board for consideration and approval.

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Step 3: The VPA shall notify the relevant Dean/HOD of the decision of the Board which in turn will be conveyed to the full-time Faculty Member.

Applications must be made in sufficient time to allow the HOD/Dean to plan for staff coverage in the full-time Faculty's absence.

Clause 47 Travel Leave

- 1 Travel for full-time Faculty for instructional purposes must be authorised in advance.
- 2 Full-time Faculty must get approval for travel for instructional purposes from the President.
- 3 Approved travel will constitute payment of airfare or boat fare where necessary, accommodations, car rental or taxi fare where necessary, parking and a per diem of seventy dollars (\$70.00) per day, inter island travel and one hundred dollars (\$100.00) per day international travel.
- 4 An additional twenty dollars (\$20.00) per day will be provided for incidentals for both domestic and international travel.
- 5 Whenever additional expenses are incurred, above the amount advanced, receipts must be produced to receive refunds, except for per diem costs.

Clause 48 Voting and Election Leave

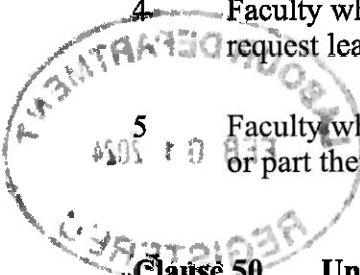
- 1 All full-time Faculty should be able to vote either before or after regularly assigned work hours. However, when this is not possible due to work schedules full-time Faculty will receive up to two (2) hours during the workday to vote in addition to their regularly scheduled lunch hour. Time off for voting should be reported and coded appropriately time keeping records.
- 2 Full-time Faculty who are chosen to serve as election officials at polling sites will be permitted to take required time off to serve in this capacity. It is incumbent on full-time Faculty who are chosen to act as election officials to notify their HOD a minimum of seven (7) days in advance of their need for time off in order to accommodate the necessary rescheduling of work periods. Time engaged as an election official should be reported and coded appropriately on time keeping records.

Clause 49 Jury Duty and Court Leave

- 1 The parties recognize that an employee may have to be absent from work to perform civic duties or make court appearances. Faculty Members receive paid leave while:
 - serving on jury duty.

UTEB KS Witness EGW BTVI JW Witness CB

- testifying in court on behalf of the Institute.
 - appearing as a witness in a judicial proceeding involving the state.
 - if subpoenaed for a court matter.
- 2 Faculty must notify their immediate supervisor and provide a copy of the Summons for Jury Duty or Summons to appear in court in a matter involving the state or subpoena, as soon as possible so that arrangements can be made to accommodate their absence. HOD must report time off for jury duty or court appearances and code it appropriately on time keeping records.
 - 3 Faculty are required to return to work whenever the court schedule permits. For example, if the Faculty is not selected for jury duty or is not required to perform jury duty for more than four (4) hours on any given day, the Faculty is required to return to work.
 - 4 Faculty who need to appear in court on personal matters may use vacation leave or may request leave without pay.
 - 5 Faculty who abuse the privilege of leave for Jury Duty shall not be paid for any day(s) or part thereof with respect to the said abuse(s).



Clause 50 Union Leave

- 1 BTVI recognises the importance of the Union's active participation in the growth and development of the Institution. Hence, the institute acknowledges the necessity of providing tangible relief to elected members of the Union's Executive Officers and the negotiation team to complete their Union obligations.
- 2 The Union recognises that the majority of their representatives are appointed to substantive positions as Faculty in BTVI. It is further recognised that all responsibilities must be fulfilled.
- 3 Any Member selected by the Union to address an industrial relations matter may be granted up to six (6) days paid leave of absence per year. Any additional days would be submitted for consideration by Management and will not be unreasonably withheld, subject to the exigencies of the institute.
- 4 Members returning from Union Leave shall have the same job classification as held previously or, in the event that their former position is no longer available to a position consistent with their previous experience.
- 5 Pay, benefits and increments shall not be adversely affected by Union Leave.



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Clause 51 Political Leave

- 1 Any full-time Faculty of the Institute who anticipates running for a public office shall get written approval from the President before the commitment is made.
- 2 Upon written request, the Employer shall grant a Faculty Member leave of absence without pay to be a candidate in national elections;
- 3 Faculty shall give at least one (1) semester's notice for such leave and shall actively cooperate in making arrangements to ensure the uninterrupted work of their Department; and
- 4 A Faculty Member may have up to six (6) months of unpaid leave prior to a national election.
- 5 Any Faculty Member elected or appointed to Parliament will choose to:
 - 5.1 take unpaid leave; or leave of absence
- 6 Faculty who are unsuccessful in their bid for election are entitled to assume their position after the election. They must resume duties within one (1) month after the election.
- 7 The full-time Faculty will certify to the President or designee immediately upon qualifying for the election, that the campaign will be conducted during non-duty hours and will fulfill the obligations of employment or request personal leave.
- 8 Full-time Faculty are prohibited from soliciting support for any political candidate or party during regular work hours and on the Institution's property.



Clause 52 Membership on National Boards/Committees

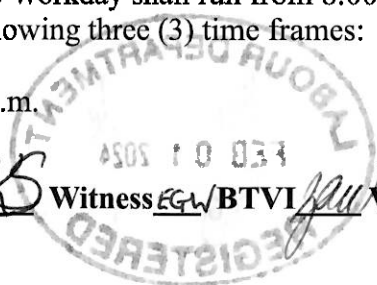
Faculty appointed to national boards and/or committees shall request time off from work to attend such meetings subject to prior notification to the President through the HOD/Dean /Vice President Academic Affairs and Human Resources.

WORKING CONDITIONS

Clause 53 Work Week and Work Day

- 1 The Work Week consists of forty (40) hours, inclusive of lunch hours, normally Monday through Friday, excluding holidays. BTVI's Workday shall run from 8:00 a.m. until 10:00 p.m. and shall be divided into the following three (3) time frames:

Morning 8:00 a.m. - 1:00 p.m.



Afternoon 1:00 p.m. - 6:00 p.m.
Evening 6:00pm - 10:00p.m.

- 2 Individual Faculty timetables shall be constructed so as to avoid teaching an evening class followed by an early morning class, except with written approval of the Faculty Member.

- 3 Unless mutually agreed, Faculty shall not be required to teach:

3.1 in all three (3) of the aforementioned time frames in any given day without their written permission;

3.2 more than five (5) days a week when carrying a normal load; and

3.3 in the 8:00 p.m. – 10:00 p.m. time frame in two (2) consecutive semesters.

- 4 Faculty who agree to perform assigned duties outside normal hours by teaching on Saturday or Sunday as part of the normal workload shall have scheduled two consecutive non-teaching days each week.

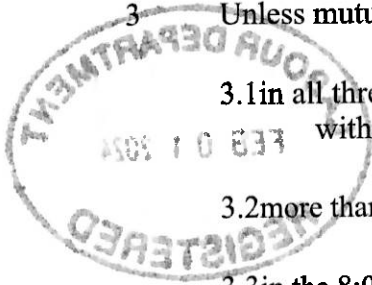
- 5 Classes scheduled to end after 8:00 p.m. on any campus shall be in designated buildings and additional security shall be assigned to these areas until all Faculty and students have left campus.

- 6 The work schedule for an individual employee or groups of employees may be changed by Management in consultation with the Union to provide for the orderly efficient operation of the Institution and maximum service to students and the community served by the Institution and where it does not conflict with the Industrial Agreement and any known policy where is Industrial Agreement is silent.

Clause 54 Working Conditions and Support

The ILO has defined a concept of “decent work” that involves promoting opportunities for women and men to obtain decent and productive work in conditions of freedom, equity, security and human dignity in order to decrease the differences which exist between people’s aspirations regarding their work and their current work situation (ILO, 1999). In accordance with the above, the Employer shall maintain an environment that is safe, clean, healthy, well-maintained and conducive to teaching and learning (for example, temperature conditions, lighting, noise levels, emergency lights that activate automatically in the event of a power outage, etc.).

- 1 In terms of health and safety, the Employer shall, as is practicable:



1.1 Provide and maintain a generator or alternative sources of power to keep instructional spaces, offices and parking lots, and all areas accessed by students, staff and Faculty lit during power outages to ensure that work shall not be interrupted and to ensure the safety of the entire BTVI Community;

1.2 Conduct fire/bomb scare safety drills at least twice per academic year and ensure that safety apparatus is in place and in good working order at accessible locations;

1.3 Comply with all health and safety laws and regulations of the Commonwealth of The Bahamas;

1.4 Comply with the provisions of the Persons with Disabilities (Equal Opportunity) Act 2014;

1.5 Provide access to potable water (that is, water coolers) in each instructional space;

1.6 Ensure that adequate and sanitary restroom facilities with running water are available for use;

1.7 Provide suitable first-aid equipment in each instructional space;

1.8 Provide a trained health professional for the duration of BTVI's Workday, i.e., 8:00 am – 10:00 pm exclusive of weekends at all instructional facilities.

2 A Health and Safety Committee shall be struck on an annual basis.

2.1 The committee shall be comprised of the following members of the BTVI Community: one (1) from UTEB, one (1) from Administration, one (1) from Staff, one (1) from Middle Managers; and Health and Safety Manager, Nurse/Counsellor and Director of Physical Plant (alternates shall be selected for each category).

2.2 Meetings may take place monthly and more often as the need arises; and

2.3 The Chair of the Committee shall be the Health and Safety Manager

3 In terms of the work environment, the employer shall, as is practicable, provide each Faculty Member with:

- an e-mail account
- an office that has Internet access;
- Access to a computer or laptop and access to printing facilities; and
- An air-conditioned environment.





Clause 55 Summer Session

- 1 Faculty shall utilise the Summer session for self-directed professional development. Faculty are required to teach two (2) courses or not to exceed faculty contact hours during the Summer session.
- 2 Faculty approved to undertake self-directed professional development during the summer session shall have a reduced teaching load, (1 course).
- 3 All professional development activities undertaken during the summer session shall be evaluated during the Annual Performance Assessment of the subsequent year.

Clause 56 Safety and Laboratory Health Standards

The Union and BTVI are committed to ensuring an environment that is safe, clean, healthy and well-maintained and conditions conducive to instruction. General safety and emergency procedures shall be reviewed and recommended by the BTVI Health and Safety Committee. All Employees are expected to adhere to the general safety and hygiene procedures and guidelines as applicable.

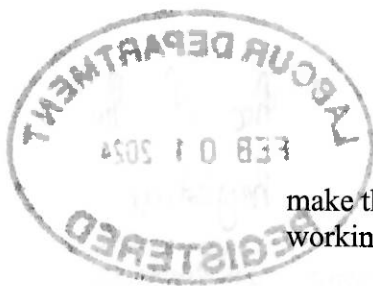
Clause 57 Wellness

- 1 Both BTVI and the Union believe in promoting the health and well-being of its Faculty, inclusive of assisting Faculty to achieve a balance between life and work commitments.
- 2 To this end, BTVI agrees to provide access to the BTVI's Wellness Centre (when available) and its programmes.
- 3 Since traumatic events such as death, robbery or other such critical incidents can disrupt equilibrium of Faculty, human resources shall ensure that it liaises with its designated counseling partner to conduct critical incident debriefings for such traumatic events.
- 4 BTVI, through Human Resources, and its designated counselling partner shall through its employee assistance programme seek to provide ongoing support to full time Faculty which includes, but is not limited to coaching, supportive care and grief counselling on issues that are personal and work related.

4.1 Wellness Committee

This policy makes provision for the establishment of a Wellness Committee responsible for developing a series of preventative or proactive programs, which focus on maintaining and improving the overall health and general well-being (work fitness) of all employees.

All programmes, workshops and activities initiated under this policy are voluntary. However, Faculty will be encouraged to participate for their own benefit. The rationale is that with the appropriate motivation, Faculty will



make the right lifestyle choices and add value to a productive and healthy working environment.

4.2 Objectives of the Wellness Committee

An Employee Wellness Committee will be developed, comprising representation from management, each department, and Human Resources to:

- assess employee wellness needs by surveying employees,
- develop a plan for wellness initiatives to address the needs of the employees revealed through the survey,
- use various methods to communicate wellness initiatives that enhance employee well-being,
- implement and evaluate initiatives, and revise plans as needed to ensure a sustainable programme



Clause 58 Conduct at Work

- 1 The Institute is a community of persons committed to the development of the Institute, the students and the Bahamas. As such, the Institute has the obligation to maintain an environment conducive to the sharing and discovery of knowledge.
- 2 Faculty are to conduct themselves in a professional and collegiate manner consistent with being a citizen of the BTVI's community.
- 3 Both parties are committed to maintaining a work environment that is free from unprofessional behaviour such as sexual harassment, violence in the workplace, harassment, defamation, intimidation, prejudice and discrimination as such behaviour is an infringement of human dignity and a violation of personal privacy. It is agreed that there is a need to develop a policy pertaining to professional conduct in the workplace. To this end, both parties agree that a committee shall be established Fall 2023 consisting of two (2) representatives each from UTEB, recognized union(s) and Administration. It is agreed that by the end of the fall semester, 2023, such a policy shall be reviewed, discussed, agreed, and Submitted to the BTVI Board of Directors for final consideration.

Clause 59 Substance Abuse

This policy communicates the Institute's position on these topics and provides information on the mechanisms available to assist employees to cope with their challenges and remain resilient. Both parties agree that Faculty with a substance abuse problem need to be assisted.

- 1 In the best interest of the Faculty Member and the Institute, substance abuse or dependency should be diagnosed and treated at the earliest possible stage by a licensed professional;
- 2 Faculty are responsible for seeking help for their problem and for accepting treatment; and
- 3 BTVI shall keep private and confidential all matters regarding the diagnosis, referrals, treatment, etc. of Faculty who may have a substance abuse problem.

UTEB KS Witness EGW BTVI [Signature] Witness CB

4 When assisting Faculty who may have a substance abuse problem, HODs/Deans shall:

4.1 monitor the Faculty Member's performance, that is, attendance, punctuality, productivity, overall interest in the job, dependability, etc;

4.2 not accuse a Faculty Member or try to identify problems they feel a Faculty Member may be experiencing;

4.3 meet with the Faculty Member and document the meeting;

4.4 refer the Faculty Member to the Human Resources where the employer will offer counselling and medical assistance to any employee having any form of substance abuse that affect the level of performance, productivity, morale, motivation, health and security of the Faculty.



5 The AVP, Human Resources, along with the relevant HOD/Dean/Vice President, the Union and HOD/Dean shall meet with the Faculty Member to discuss their concerns. All matters discussed shall remain private and confidential.

6 If it is recommended that the Faculty Member be tested to confirm or refute all suspicions, the AVP, Human Resources, shall coordinate with the Director of Counselling or designate to accompany the Faculty Member to a medical doctor agreed to by the Union and BTVI.

7 BTVI shall assume responsibility for the cost of treating a Faculty Member as stated above for a period up to but not exceeding ninety (90) days in each instance and after such period determine if the Faculty Member is fit to resume work.

8 If abuse continues after the initial treatment, the Faculty Member shall be personally responsible for the costs of any subsequent treatment.

9 BTVI shall allow Faculty to use available Sick Leave and Vacation Leave in order to receive treatment, provided a professional counsellor or psychiatrist confirms that they are enrolled in a programme.

10 Should the Faculty Member refuse to seek treatment or refuse to comply with the above the Faculty Member may be subject to disciplinary action.

11 Upon the Faculty Member's return to work, the Dean of Student Services shall continue to provide counselling and submit evaluations in confidence to the AVP, Human Resources, up to a period of six (6) months;

Clause 60 Smoking

1 The Institute is committed to providing a safe and healthy working and learning environment for the students, Faculty and staff on its campus and encourages a smoke-and tobacco-free workplace.

2 Hence the Institute upholds best practices regarding the exposure of potentially harmful secondhand smoke to non-smokers by designating open air spaces to employees who smoke tobacco or other legal substances.

Clause 61 Employee Assistance Programme (EAP)

1 Employees and their family members may find themselves operating under extremely stressful and demanding circumstances in the workplace or in their personal/family lives, including but not limited to mental health issues and alcohol/substance abuse.

2 The health insurance plan includes a voluntary service provided by an independent vendor specializing in professional problem assessment and counseling, coaching and related services. The EAP is accessible 24 hours a day, 7 days a week. All communication between individuals and EAP counselors is strictly private and confidential. EAP participation does not adversely affect job security or advancement opportunities. The outside vendor keeps records pertaining to EAP participation.

3 Employees not enrolled in the health insurance plan can utilize similar services provided by the private and public sectors. Information on how to access these services are outlined below.

4 Procedure to Enrol in the EAP

Step 1: Eligible employees interested in participating in the EAP must call the number which can be sourced from any of the below sources:

- Public Relations email blasts
- Web Portal under the section that lists the services offered in the health insurance plan
- Human Resources Department

Step 2: Employees who are not eligible to participate in the EAP must contact the Human Resources Department so that an alternative vendor can be sourced to adequately assist them with their needs.



DISCIPLINARY, GRIEVANCE AND APPEAL PROCEDURES

Clause 62 Disciplinary Procedure

1 When the Institute's policies and procedures are breached, BTVI reserves the right to discipline and/or terminate such employees. Disciplinary procedures shall only be instituted for just cause, including but not limited to gross misconduct or persistent neglect of professional duties (for additional examples see Employment Act of The Bahamas, Part 8, Section 32).

1.1 No attempt shall be made to give a detailed comprehensive definition of such cases; each case shall be examined individually.

1.2 Faculty appearing before the Disciplinary committee for matters deemed medical or psycho-social shall be referred to the relevant medical practitioner.

2 Faculty are encouraged to seek guidance on the applicable policy or procedure before a problem or grievance becomes a disciplinary matter. Obtaining such counsel must be viewed as part of a day-to-day effort to maintain an environment built on mutual respect and trust. Faculty shall have the right to Union and/or legal representation at any meeting.

3 Every effort will be made to apply disciplinary action progressively when an offence is committed, except gross misconduct, in which case dismissal may be the first action taken.

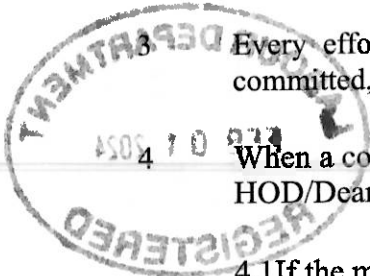
When a complaint is formally lodged in writing against a Faculty Member, the HOD/Dean shall investigate and attempt to resolve the matter.

4.1 If the matter cannot be resolved at the Department level, the HOD/Dean shall refer it to the relevant Dean.

4.2 If the matter cannot be resolved by the relevant Dean, it shall be referred to the Vice President of Academic Affairs to convene a Disciplinary Committee.

4.3 If the matter cannot be resolved by the VPAA and the DC, it shall be referred in writing to the Board, copied to the Faculty Member and the President of UTEB. Such matters shall be channeled to the Board through HR.

4.4 Faculty reserves the right to have representation at any time during this process.



4.5 The disciplinary committee shall comprise of:

- VPAA (who will chair the Committee)
- One (1) Human Resources Representative
- One (1) Dean
- One (1) HOD
- One (1) elected member of Faculty; and
- One (1) Representative of the Union

Committee members will serve for two (2) years.

5 Depending upon the circumstances, the matter may be referred to the BTVI Board of Directors through the President. The Board of Directors may, by written notice, for stated cause, suspend any or all of the Faculty Member's duties with full or half pay pending further investigation.

6 The Chair of the Board shall notify the Faculty Member and the President of UTEB in writing and shall convene a meeting of the Board to investigate and determine the appropriate course of action. The Board may:

6.1 determine the complaint lacks merit; full exoneration shall follow with full restoration of withheld salary.

6.2 determine the complaint has sufficient merit to warrant a formal hearing.

6.3 All copies of documents and evidence to be presented must be received by the Faculty Member and UTEB at least five (5) working days prior to the meeting.

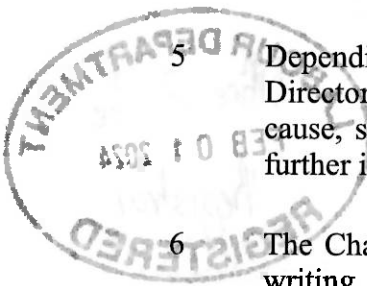
6.4 In exceptional circumstances, the notice may be shorter but not less than forty-eight (48) hours prior to the meeting.

6.5 The Faculty Member or his/her representative shall have the right to:

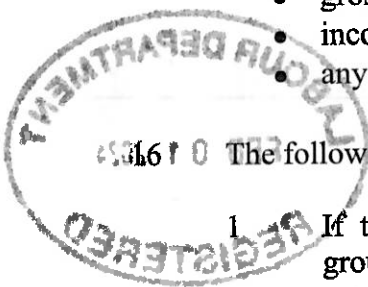
- 6.5.1 call and examine witnesses;
- 6.5.2 make an initial rebuttal of the complaint and a final rebuttal after the presentation of all evidence; and
- 6.5.3 be present during the presentation of evidence.

6.6 During this period the Faculty Member shall not have direct or indirect contact with the complainant(s).

7 In the event that the Board does not recommend disciplinary action, a written statement of its findings shall be issued to the Faculty Member, copied to UTEB.



- 8 The Faculty Member 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.
- 9 The Faculty Member shall have the right to place the apology in his/her personnel file.
- 10 If the Board finds cause for disciplinary action, the Board shall forward its recommendation, along with supporting evidence, to BTVI Board of Directors.
- 11 The Board of Directors shall meet within ten (10) working days of receipt of the Board's recommendation.
- 12 The Board of Directors shall notify the Faculty Member in writing, copied to the President of UTEB, of its decision within five (5) working days.
- 13 Within twenty (20) working days of receipt of the Board of Directors' decision the Faculty Member shall have the right to appeal in writing (see Appeals Procedure Clause).
- 14 If the Board of Directors' decision concerning the appeal is not reversed, the Faculty Member may take such further action as is provided for under the terms of this Agreement, the Industrial Relations Act of The Bahamas or any other relevant law.
- 15 Grounds for summary dismissal include, but are not limited to:
 - theft
 - fraudulent offenses
 - dishonesty
 - gross insubordination or insolence
 - gross indecency
 - breach of confidentiality (provided that this ground does not include a report made to a law enforcement agency or to a government regulatory department or agency)
 - gross negligence
 - incompetence
 - any other acts of gross misconduct



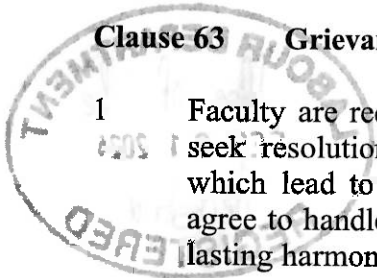
The following outlines the process of how to convene an Appeal Hearing:

- 1 If the Faculty Member wishes to appeal the decision, he/she must submit the grounds for appeal in writing to the BTVI Board within ten (10) working days of receiving the written decision. The letter of appeal shall be copied to the Office of Administrative Services and the President.
- 2 The Union shall have the right to appeal to the BTVI Board of Directors on behalf of the Faculty.

- 3 The Chairman of the BTVI Board shall refer the matter to the Policies and Disciplinary Sub-Committee whose decision shall be final.
- 4 The Faculty will be invited to the appeal hearing.
- 5 Faculty shall be allowed to have their Trade Department representative, Union representative(s) and/or legal representative(s) at any appeal.
- 6 Faculty shall provide and be allowed to present documentation supporting their appeal.
- 7 After the appeal hearing, the Board through HR will inform the employee of the Institute's final decision in writing within five (5) working days of the decision.
- 8 The Faculty must take all reasonable steps to attend the disciplinary and appeal hearings.
- 9 Board of Directors, the Faculty Member concerned and his/her representative(s) and two (2) representatives from administration (Associate Vice President of HR and Vice President of Academic Affairs) shall be present during the appeal.

Clause 63 Grievance Procedure

- 1 Faculty are required to use the established policy and procedures to voice concerns and seek resolution to issues. Unresolved grievances cause dissatisfaction and resentment which lead to low productivity and mistrust within the work environment. The parties agree to handle all grievances as quickly as possible in a manner that seeks to encourage lasting harmonious employee relations.
- 2 Resolution of complaints at a minimum requires the Institution to:
 - a. allow the Faculty Member to present facts and/or materials,
 - b. investigate the matter, and
 - c. attempt to find a solution.
- 3 All grievances are to be written and contain the following:
 - a. full name and job title of the grievant
 - b. the department where the grievant is employed
 - c. explanation of the grievance (citing the rules and regulations which have been breached, where applicable)
 - d. full name(s) of any witnesses (if possible)
 - e. corrective action desired
 - f. date the written grievance was filed, and
 - g. signature of the grievant





- 4 Copies of written grievances, accompanying responses and documentation will be stored in the Faculty Member's personnel file for at least three (3) years and will be held in the strictest confidence.
- 5 Grievances do not include a right to any type of hearing or adversarial proceeding. Any Faculty Member who wilfully creates or distributes any anonymous communication (e.g., documents, letters, and phone calls) containing libellous, slanderous, defamatory, erroneous, scandalous, or unfounded information and is disruptive to the work environment will be subject to disciplinary action, inclusive of summary dismissal for extreme violation of this policy. Anonymous complaints, grievances, or threats to Board members or Institute personnel will not be tolerated or acknowledged.
- 6 BTVI, the Union and/or Faculty Members are prohibited from:
 - retaliating or discriminating against another employee for filing a grievance, or
 - coercing another employee or interfering with his/her attempt to file a grievance.
- 7 All parties are also responsible for ensuring that employees who file or intend to file a grievance are free from retaliation, discrimination and/or coercion.
- 8 The aim of the following procedure is to settle the grievance fairly and as near as possible to the perceived point of origin.



Step 1: The Faculty Member is required to discuss the grievance with their immediate supervisor/department head within seven (7) days of the grievance occurring. Faculty Members are encouraged to discuss all problems with their immediate supervisor/HOD prior to utilizing the grievance procedure. The immediate supervisor/HOD must attempt to resolve the reported grievance within fourteen 14 days.

Step 2: If the immediate supervisor/HOD cannot resolve the grievance, or if the grievance concerns the immediate supervisor/HOD, the Faculty Member must put the grievance in writing and immediately submit it to the HOD or the person in the next rank above for resolution. The employee is entitled to be accompanied at the next stage of discussions with management by the Union if he/she wishes.

Step 3: If the grievance cannot be resolved at the department level, the Faculty Member must submit the written grievance to the Dean and in turn the VPAA.

Step 4: If the grievance cannot be resolved at that level, the Faculty Member must submit the written grievance to the President immediately.

Step 5: If the President cannot resolve the grievance, it will be referred to the Policy and Disciplinary Sub-Committee of the Board.

UTEB KS Witness EGW BTVI gml Witness CB



Step 6: The Policy and Disciplinary Sub-Committee will prepare the recommendation for consideration by the full Board, who will make the final decision.

Step 7: If a Board Member receives a signed complaint or grievance from a person who identifies him/herself, the Board Member should present it to the President who will refer it to the appropriate administrator for investigation. All grievance shall be responded to within 14 days of being submitted.

9 The complexity of each grievance will vary across specific cases, and it may be necessary to adjust the stated timeline. For example, investigations may be required including interviews, or for statements to be taken from relevant persons. Therefore, the person responsible for resolving the grievance at that stage must notify all relevant parties promptly when adjustments to timelines are required.

10 The person charged with making the decision at each step of the grievance process should not be given the responsibility and authority for conducting the investigation. The decision maker's judgment could be compromised if they become too involved in gathering information. The decision should be as objective as possible and based on full and fair consideration of all pertinent facts and circumstances. The Faculty Member has the right to appeal the decision made at any level by reporting the grievance to a more senior manager not previously involved in the matter.

Clause 64 Prevention and Settlement of General Disputes

1 BTVI and the Union shall meet as often as is reasonably practicable to discuss matters of mutual concern, which may impact upon the terms and conditions of employment of the Employees in the Bargaining Unit.

2 BTVI shall take the initiative in setting up and maintaining appropriate consultative arrangements with the Union having regard to the mutual convenience and requirements of the Union and BTVI.

3 Subject to the Industrial Relations Act, (hereinafter called "the Act"), should either party to this Agreement desire to amend the same so as to alter the terms and conditions of employment of the Employees in the Bargaining Unit, such party shall notify the other in writing of its intention and forward with the notice its proposed amendment(s).

4 The party receiving the notice and proposed amendment(s) shall within thirty (30) calendar days of receiving the same, forward its counter proposals, if any, to the proposed amendment(s).

5 The parties shall without delay but in any case, within forty-five (45) calendar days after notice has been given or such further time as the parties may agree, meet and commence, or cause authorised representatives on their behalf to meet and commence, to negotiate with one another with a view to settling the terms of the amendment(s).

UTEB KS Witness EGW BTVI JW Witness OB

6 Should the party receiving the said notice fail to enter into or commence negotiations with the other party within forty-five (45) days from receipt of the said notice as aforesaid, or within such further time as the parties have agreed, the party proposing the said amendment(s) may report a trade dispute to the Minister pursuant to Section 68 of the Industrial Relations Act.

Clause 65 Interpretation

In the event of any questions or difference arising out of the interpretation or application of any provision(s) of this Agreement, either party hereto may make application to the Industrial Tribunal for its final determination with respect to the said interpretation or application of the said provision(s).



Clause 66 Duration of Agreement and Incorporation of Terms

- 1 The duration of this Agreement is July 01, 2022 to June 30, 2025. This Agreement shall be effective upon registration by the Registrar of Trade Unions and shall expire June 30, 2025.
- 2 The terms found in this Industrial Agreement are hereby incorporated *mutatis mutandis* into the individual contracts of employment of the employees of the Bargaining Unit.
- 3 Either party to this Agreement desiring to amend the same shall, not later than ninety (90) days prior to the expiration date of said contract, give notice of their purpose and intent in writing and at the same time shall submit all necessary details of new proposals they desire to be considered.

In WITNESS WHEREOF the parties have unto set their hand and seal the day and year first hereinbefore written.

Signed this 8th day of July 2023

Signed on behalf of The Bahamas
Technical and Vocational Institute

Signed on behalf of the Union of Tertiary
Educators of The Bahamas

Elvin Taylor
Chairman, Board of Directors

Daniel Thompson, MSc.
President

Linda Davis, PhD
Interim President

Anastasia Brown, Ed.D
1st Vice President

Zakia Winder, MBA,
SPHRi, Lead Negotiator

Kerima A. Smith MSc.
Lead Negotiator

Cindira Bain
Labour Consultant

Felicia Armbrister
UTEB Secretary

SUBSCRIBED AND SWORN TO Before me

This _____ day of _____ 2023 at _____

NOTARY PUBLIC

UTEB KS Witness EW BTVI [Signature] Witness [Signature]


Clause 66 Duration of Agreement and Incorporation of Terms

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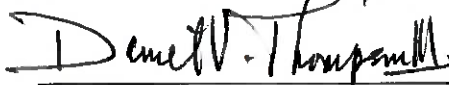
In WITNESS WHEREOF the parties have unto set their hand and seal the day and year first hereinbefore written.


Signed this 8th day of July 2023

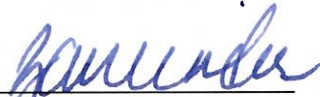
Signed on behalf of Bahamas
Technical and Vocational Institute


Elvin Taylor
Chairman, Board of Directors

Signed on behalf of Union of Tertiary
Educators of The Bahamas



Daniel Thompson, MSc
President


Linda Davis, PhD
President (Interim)



Zakia Winder, MBA,
SPHRi, Lead Negotiator


Cindira Bain
Labour Consultant




Anastasia Brown, EdD
1st Vice President


Kerima A. Smith MSc.
Lead Negotiator


Felicia Armbrister
UTEB Secretary

SUBSCRIBED AND SWORN TO Before me

This 14th day of December 2023 at Nassau, Bahamas

NOTARY PUBLIC

6 Should the party receiving the said notice fail to enter into or commence negotiations with the other party within forty-five (45) days from receipt of the said notice as aforesaid, or within such further time as the parties have agreed, the party proposing the said amendment(s) may report a trade dispute to the Minister pursuant to Section 68 of the Industrial Relations Act.

Clause 65 Interpretation

In the event of any questions or difference arising out of the interpretation or application of any provision(s) of this Agreement, either party hereto may make application to the Industrial Tribunal for its final determination with respect to the said interpretation or application of the said provision(s).



SCHEDULE "A"

MANAGEMENT

The President

Vice President, Academic Affairs

Chief Financial Officer

Associate Vice President, Administrative Services/Human Resources

Associate Vice President, Fund Development

Associate Vice President, Northern Bahamas

Director, Information Technology

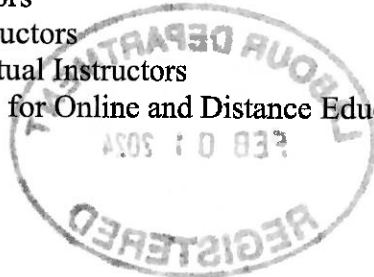


SCHEDULE "B"

BARGAINING UNIT

Listed below are the categories comprising the Bargaining Unit for this Agreement:
FULL-TIME FACULTY:

- Craft Instructors
- Technical and Vocational Instructors
- Senior Technical and Vocational Instructors
- Master Technical and Vocational Instructors
- Heads of Departments*
- Programme Coordinators*
- Examinations and Testing Services Officer*
- Senior Learning Management System Technician, CODE
- Cloud Administrator Development and Support Coordinator, CODE*
- Lab Technicians
- Ten Month Instructors
- Twelve Month Instructors
- Three Year Contractual Instructors
- Coordinator, Centre for Online and Distance Education (CODE)*



****In the event the Union participates in a strike action pursuant to Section 2 of the Industrial Relations Act the following employees under the bargaining unit are not able to participate:**

1. Heads of Departments
2. Coordinators (Code, Examinations and Testing Services, Programme)

Note: BTVI and the Union agree that the Institute shall not create a new position or expand a current position within the Bargaining Unit without prior consultation with the Union.

UTEB KS Witness agw BTVI gww Witness CB



MEMORANDUM OF AGREEMENT

COMMONWEALTH OF THE BAHAMAS

New Providence

THIS AGREEMENT MADE THIS 1 DAY OF JULY, A.D. 2022 BETWEEN THE BAHAMAS TECHNICAL AND VOCATIONAL INSTITUTE (hereinafter called "The Institute or BTVI") ON THE ONE PART AND THE UNION OF TERTIARY EDUCATORS OF THE BAHAMAS (hereinafter called "The Union") ON THE OTHER PART.

WHEREBY IT IS AGREED AND DECLARED as follows:

Clause 1

1.1 BTVI recognizes the Union as the sole bargaining agent for all matters affecting the industrial relations of all employees who are members of the Bargaining Unit.

Clause 2

2.1 This Agreement seeks to develop, to promote and secure harmonious industrial relations between the parties hereto. The parties recognize that without mutual understanding and cooperation amongst the full-time Faculty and other designated professionals, The Union and BTVI none of their respective aspirations and rewards will be achieved.

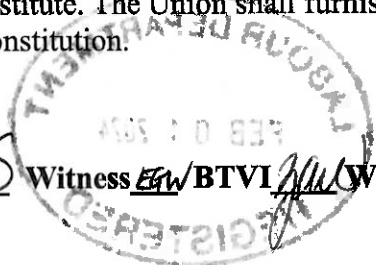
Clause 3

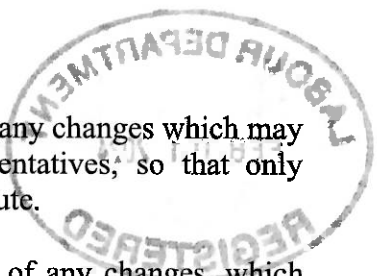
1.1 BTVI recognises that it is the exclusive right of BTVI as Employer to manage its business and to conduct and direct its workforce in the best interest of BTVI and in a manner that is not inconsistent with the terms of this Agreement. The Union further recognizes that it is also the exclusive right of an employer to hire, fire, layoff, rotate, promote, transfer, increase and decrease its work force provided however that in the exercise of such rights the terms and conditions of this Agreement, and of the industrial relations laws for the time being in force are not violated.

Clause 4

1.1 The Union shall forthwith, upon the execution of this Agreement, notify The Institute in writing of the names of its Chief Officers and its Executive Board and the names of its elected Union Representatives and all changes and additions thereto. No person other than those notified shall be recognized by BTVI as representing the Union in any matter at the various instructional locations of the Institute. The Union shall furnish BTVI with a registered copy of its Rules, Bye-laws and Constitution.

UTEB KS Witness EW BTVI [Signature] Witness OB





- 1.2 BTVI shall notify the Union in writing within thirty (30) days of any changes which may take place from time to time in the personnel of its representatives; so that only authorised representatives shall act for and on behalf of The Institute.
- 1.3 The Union shall notify BTVI in writing within thirty (30) days of any changes, which may take place from time to time in Union Representatives or other elected officers of the Union, so that only authorized representatives shall act for and on behalf of The Union.

Clause 5

- 1.1 The Union undertakes to procure the full observance of the provisions of this Agreement by its representatives and all employees in the Bargaining Unit covered by this Agreement whom it represents and in respect of whom recognition is hereby given.
- 1.2 BTVI likewise undertakes to procure the full observance of the provisions of this Agreement by its management and/or representatives.

Clause 6

- 1.1 BTVI agrees to allow Union representatives time off during working hours to deal with complaints and disputes in so far as it is not disruptive to the conduct of BTVI's business.
- 1.2 UTEB shall have the right to represent members of the Bargaining Unit in disputes arising out of their terms and conditions of employment.
- 1.3 The Union shall name union representatives for the various departments of the Institute, as applicable, and shall notify BTVI in writing of said representatives.
- 1.4 Union Representatives assisting members of the Bargaining Unit with specific disputes arising out of their terms and conditions of employment will work to bring about an amicable settlement of such disputes. Union Officials or their designated representatives, in the discharge of their responsibilities will notify their HOD/Dean of their absence and make arrangements to cover the absence if necessary.
- 1.5 Union representatives will, in the discharge of their responsibilities, ensure in a reasonable way that their professional obligations to BTVI are met.

Clause 7

- 1.1 All correspondence from The Institute to the Union shall be addressed either to the President of the Union or to the Secretary of the Union and shall be signed by the President of BTVI or such other person or persons as BTVI may from time to time appoint in writing and any such communication not so signed shall not be recognised by the Union.



UTEB KS Witness EW BTVI [Signature] Witness [Signature]

1.2 All correspondence from the Union to BTVI shall be addressed either to the President of the Institute or such other person or persons as BTVI may from time to time appoint in writing and shall be signed by the President of the Union or the Secretary of the Union and any such communication not so signed shall not be recognized by the Institute.

1.3 If posted, the agreed postal addresses are as follows:

The address of BTVI is:

Old Trail Road
P.O. Box N-4934
Nassau, N.P., The Bahamas



The address of the Union is:

Workers House
P. O. Box CB-13742
Nassau, N.P., The Bahamas

If sent by email the address of BTVI is: management@btvi.edu.bs

If sent by email the address of the Union is: utebbahamas22@gmail.com copied daniel.thompson.828uteb@gmail.com

1.4 All hand delivered correspondence will be delivered to the office of the Secretary for the Union and to the office of the President or the Vice President of Administration of BTVI, which must be acknowledged by the signing, by both parties for the delivery.

Clause 8

8.1 The total number of Union and BTVI representatives at any negotiations shall not exceed eight (8) persons on each side, inclusive of consultants. Both the Union and the Institute shall notify the other in writing of the names of their representatives for any negotiations prior to the date of the commencement of negotiations.

Clause 9

9.1 BTVI shall consult the Union prior to the implementation of policies affecting members of the Bargaining Unit.

9.2 Decisions affecting the bargaining unit should be given to the Union prior to implementation. The Union may make representation to BTVI in the interest of the Union and/or its members affected by new policies.

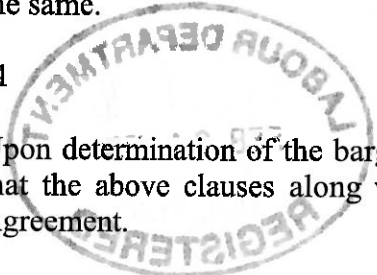
9.3 BTVI shall furnish the Union and all full-time Faculty Members with copies of any new policy, New or revised policies and rules shall be furnished to the Union and full-time Faculty Members thirty (30) days prior to implementation.

Clause 10

- 10.1 In the event that either party alleges that the other party has broken or not complied with any terms or conditions of this Agreement and failing an amicable settlement after joint discussion, the matter may be referred by either party to the Ministry of Labour.
- 10.2 The Agreement shall be deemed to have commenced as from the 1st day of July 2022 and shall continue in force until amended by mutual agreement or until terminated by either party giving to the other three (3) months' notice in writing of the intention to terminate the same.

Clause 11

- 11.1 Upon determination of the bargaining unit and the definition of management it is agreed that the above clauses along with the Schedule A and B will constitute a Recognition Agreement.



UTEB KS Witness EGW BTVI jam Witness CB

APPENDIX 3

**SALARY SCALES JULY 01, 2022 – JUNE 30, 2025
TO BE INSERTED FROM FS DOCUMENT**



UTEB KS Witness EGW BTVI gaw Witness OB





SALARY SCALES JULY 01, 2022 – JUNE 30, 2025

APPENDIX 3

BTVI INSTRUCTORS SCALES

CRAFT INSTRUCTOR 800 Base		ASSISTANT TECHNICAL/VOCATIONAL INSTRUCTOR 900 Base		TECHNICAL/VOCATIONAL INSTRUCTOR 1,000 Base		SENIOR TECHNICAL/VOCATIONAL INSTRUCTOR 1,100 Base		MASTER TECHNICAL/VOCATIONAL INSTRUCTOR 1,300 Base	
Step	Salary	Step	Salary	Step	Salary	Step	Salary	Step	Salary
0	30,000	0	36,000	0	41,000	0	46,000	0	54,000
1	30,800	1	36,900	1	42,000	1	47,100	1	55,300
2	31,600	2	37,800	2	43,000	2	48,200	2	56,600
3	32,400	3	38,700	3	44,000	3	49,300	3	57,900
4	33,200	4	39,600	4	45,000	4	50,400	4	59,200
5	34,000	5	40,500	5	46,000	5	51,500	5	60,500
6	34,800	6	41,400	6	47,000	6	52,600	6	61,800
7	35,600	7	42,300	7	48,000	7	53,700	7	63,100
8	36,400	8	43,200	8	49,000	8	54,800	8	64,400
		9	44,100	9	50,000	9	55,900	9	65,700
		10	45,000	10	51,000	10	57,000	10	67,000
		11	45,900	11	52,000	11	58,100	11	68,300
		12	46,800	12	53,000	12	59,200	12	69,600
				13		13	60,300	13	70,900
				14		14	61,400	14	72,200
				15		15	62,500	15	73,500

N.B. The schedule above illustrates proposed scales for BTVI's Faculty IA under an increment system based on performance.

Last Edited: February 13 2023

K. Smith EGM





OFFICE OF THE REGISTRAR OF TRADE UNIONS

**THE MINISTRY OF LABOUR & THE PUBLIC SERVICE
CITY CORPORATE CENTRE
ROSETTA STREET
P. O. BOX N-1586
NASSAU, BAHAMAS**

No. LAB/4/819

In replying please quote this number

1st February, 2024

**Ms. Zakia Winder
AVP. Administrative Services
Bahamas Technical & Vocational Institute
Old Trail Road
Nassau, N.P., The Bahamas**

**Mr. Daniel Thompson
President
Union of Tertiary Educators of The Bahamas
Nassau, N.P., The Bahamas**

Dear Madam/Sir,

**RE: REGISTERED INDUSTRIAL AGREEMENT BETWEEN
BAHAMAS TECHNICAL & VOCATIONAL INSTITUTE
AND
UNION OF TERTITARY EDUCATORS OF THE BAHAMAS**

In reference to the above captioned, please find enclosed a copy of the Registered Industrial Agreement for the period of July 1st, 2022 to June 30th, 2025.

Sincerely,

Van J. Delaney
Registrar of Trade Unions

VD/aj



REPUBLIC OF THE PHILIPPINES

Department of Health

Office of the Director

Manila

1963

Memorandum

TO: [Faint text]

DATE: [Faint text]

SUBJECT: [Faint text]

[Faint signature or stamp]


COMMONWEALTH OF THE BAHAMAS

REGISTRAR OF TRADE UNIONS

Island of New Providence



We hereby certify that pursuant to sections 49 and 50 of the Industrial Relations (Amendment) Act, 2012, Statute Laws of The Bahamas, The Industrial Agreement BETWEEN **THE BAHAMAS TECHNICAL & VOCATIONAL INSTITUTE AND THE UNION OF TERTIARY EDUCATORS OF THE BAHAMAS** has been duly registered this 1st February, 2024 and is effective from the 1st July, 2022 and FURTHER pursuant to section 46 (2) of the Industrial Relations Act shall be for the specified term expiring on the 30th June, 2025.


V. J. DELANEY
REGISTRAR OF TRADE UNIONS



