

INDUSTRIAL AGREEMENT

Between



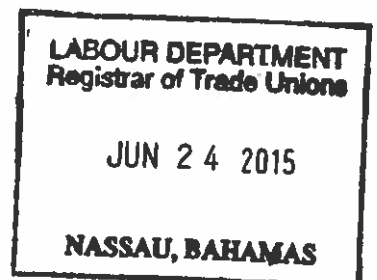
THE GOVERNMENT OF
THE COMMONWEALTH OF THE BAHAMAS

And



THE BAHAMAS UNION OF TEACHERS

1st July, 2013 – 30th June, 2018



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 Act, Chapter 321, Statute Laws of The Bahamas, The Industrial Agreement BETWEEN The Government of The Bahamas and Bahamas Union of Teachers has been duly registered this 24th June, A.D., 2015 and is effective from the 24th of June, A.D., 2015 and FURTHER pursuant to section 46 (2) of the Industrial Relations Act shall be for the specified term expiring on the 30th day of June, A. D., 2018.

A handwritten signature in blue ink, appearing to read 'A. Farquharson', written over a horizontal line.

A. ROBERT FARQUHARSON
REGISTRAR OF TRADE UNIONS

LABOUR DEPARTMENT
Registrar of Trade Unions
JUN 24 2015
NASSAU, BAHAMAS

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Registrar of Trade Unions**

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PREAMBLE

We, the Government of the Commonwealth of The Bahamas and The Bahamas Union of Teachers, are the Parties to this Collective Bargaining Agreement and:

Accept that the provision of world-class quality education in the twenty-first century Bahamas is a shared responsibility of all educational stakeholders, especially the parties to this Collective Bargaining Agreement;

Affirm that the right to education is a fundamental human right;

Acknowledge that it is the duty of the Government of the Commonwealth of The Bahamas through the Ministry and Department of Education to provide world-class quality education for all children in The Bahamas in fulfilment of Article 26 of the Universal Declaration of Human Rights and the Education Act (amended 1996), and to promote sustainable national development;

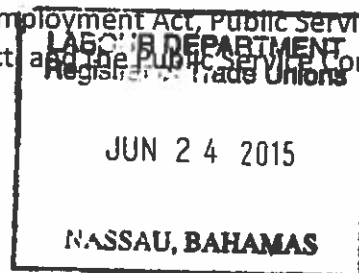
Respect the rights of the child in conformity with the United Nations Convention on the Rights of the Child (1989);

Note the provisions of the ILO/UNESCO Recommendation Concerning the Status of Teachers (1966), UNESCO Recommendation Concerning Higher Education Teaching Personnel, UNESCO Revised Recommendation Concerning Technical and Vocational Education (2002), ILO Convention 151: Labour Relations (Public Service) Convention (1978), and the Commonwealth Teacher's Recruitment Protocol, which collectively seek to promote the establishment and maintenance of appropriate terms and conditions of service for teachers/educational professionals, the maintenance of harmonious and productive Labour Relations in public education to maximize the achievement of the goals of education and national development, and high professional standards in teaching;

Note the United Nations Millennium Development Goals and the Dakar Framework for Action which outlines the commitment of the countries of the world to Education For All (EFA) by 2015;

Note the mandate of the Council on Human and Social Development (COHSOD) during the period 2004-2010, related to the improvement of the teaching profession in CARICOM countries;

Note the Constitution of the Commonwealth of The Bahamas and the compendium of legislation which comprise the Bahamian Labour Code, and other legislation and regulations which affect employment in The Bahamas, including the Employment Act, Public Service Pension Act, Maternity Benefits Act, National Insurance Act, and the Public Service Commission Regulations;



Note the existence of International Labour Standards including the Core International Labour Organization (ILO) Conventions and their role in promoting industrial peace, social justice and enterprise/organizational success and development;

Note the global trends including the emerging knowledge society, the proliferation of multi-lateral trade agreements, serious economic challenges, competition and globalization, which impact national development policy and consequently national education policy and their implications for the further improvement of teaching and learning in the public education system;

Commit to working together: to continue to transform Public Education in the Commonwealth of The Bahamas, to further improve student achievement in all fourteen school districts, professionalize teaching, and to provide sustainable world-class quality education to give effect to Section 3 of the Education Act.

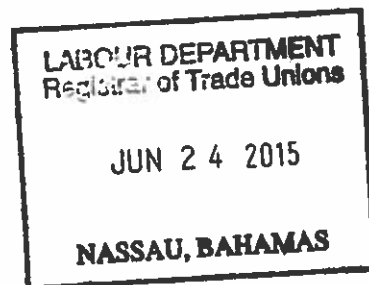
Agree to the articles in this Industrial Agreement which establish the terms and conditions of service for the members of the Bargaining Unit for its duration.

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VISION/ PHILOSOPHY STATEMENT

In accordance with Articles: 3.1, 4.1 and 8.1 of the Industrial Agreement between the Government of the Commonwealth of The Bahamas and the Bahamas Union of Teachers, and in conformity with Article 3 of the Education Act, The Employer and the Union AGREE that: the new 2013-2018 Industrial Agreement shall SUPPORT the continuing transformation of the Public Education System, continuous improvements in student achievement in all fourteen school districts, and the professionalization of teaching in the public sector by providing for the development and:

1. enforcement of national standards for all public schools to guarantee that they are equipped to provide world-class quality education;
2. implementation of standardized, systematic procedures and appropriate indicators for monitoring and evaluating teaching and learning; and
3. advancement of administrators, teachers and allied education professionals.



ARTICLE 1: RECOGNITION and PROCEDURAL MATTERS

1.1

This Industrial Agreement is negotiated pursuant to the Recognition Agreement of 1965 signed by the Employer and the Union on 18th May, 1965 ("the Recognition Agreement") and any amendments made thereto and the Industrial Relations Act Chapter 321, Statute Law of The Bahamas, ("The Industrial Relations Act") and amendments. Its purpose is to fix its duration, remuneration, terms and conditions of service and other allied matters in respect of members of the Bargaining Unit, subject to any limitations and exceptions contained in the Recognition Agreement.

1.2

The Union acknowledges that the teachers in the public school system are teachers in the Public Service and that their general appointment and conditions of service are governed by the Regulations in force in that regard, including the Public Service Commission Regulations and regulations made under the Education Act or any other written law. The provisions of General Orders (1992 Revised Edition) shall apply to all public officers employed by the Ministry of Education within the public school system, except to the extent that this Agreement derogate from any non-legislative policy contained in General Orders to address the special circumstances of the teaching profession.

1.3

The Employer and the Union will hold discussions on the establishment of a council for the advancement of the teaching profession.

The Employer recognizes the Union as the sole bargaining agent for the members of the Bargaining Unit in conformity with the Recognition Agreement of 1965 and any subsequent rulings by the courts or Minister with responsibility for labour.

1.4

The total number of Union and Employer representatives at any negotiations shall not exceed seven (7) on each side. However, in addition to such representatives, each side may include a maximum of two (2) additional representatives, comprising any of the following: consultants, advisors or observers. Both sides may have a secretary or may elect to use a joint secretary to record proceedings. Both Union and Employer shall notify the other in writing of the names of their respective representatives for any negotiations prior to the date of the commencement of negotiations. The Employer and the Union agree that any workplace representative and member of the union shall be granted time off with pay as required for negotiations on a case by case basis.

1.5

The Employer shall notify the Union of its Negotiating Committee and the names of persons responsible for Industrial Relations and their Industrial Relations Consultants. The Employer

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will provide the Union with a copy of the Employer's policies and procedures and keep the Union advised of any and all proposed amendments thereto.

1.6

The Employer and Union will work towards reaching an amicable settlement on all matters as hereinafter provided for in this Agreement. It is agreed that until all possibilities of settlement have been fully explored, the Union and/ or the Employer, respectively, will not take or support any Industrial collective action in the nature of a strike or lockout. It is agreed and recognized by the Union and the Employer that if all the possibilities of a settlement under the terms of this Agreement have been explored without success, then before a strike or lock-out takes place, the provisions of the Industrial Relations Act or any amendments thereto shall be fully implemented.

1.7

Correspondence from the Union shall be signed by the President or the Secretary General or such other officer as the Union may appoint from time to time in writing, and shall be addressed to the Permanent Secretary of the Ministry of Education. Any communication not so signed and addressed may not be recognized.

1.8

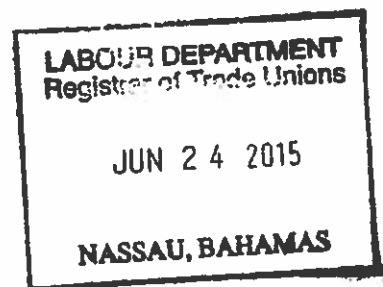
With respect to correspondence sent through the post, the agreed postal addresses are, respectively, as follows:

The address of the Employer is:

Permanent Secretary
Ministry of Education Science & Technology
P. O. Box N 3913
Thompson Boulevard
Nassau, N.P. The Bahamas

The address of the Union is:

Secretary General
The Bahamas Union of Teachers
P.O. Box N-3482
100 Bethel Avenue, Stapledon Gardens
Nassau, N.P. The Bahamas



1.9

All hand-delivered correspondence will be delivered to the office of the Secretary General for the Union and the office of the Permanent Secretary of the Ministry of Education for the Employer, and receipt must be acknowledged by the signing of both parties.

ARTICLE 2: AGREEMENT, PARTIES and APPLICATION

2.1

The Parties to this Industrial Agreement are the Government of The Commonwealth of The Bahamas ("the Employer") and The Bahamas Union of Teachers ("the Union").

2.2

This Agreement applies to and is binding on the Union, the Employees and the Employer and its Representatives subject to registration by the Registrar of Trade Unions. Those bound by this Agreement shall carry out its provisions in a reasonable manner.

ARTICLE 3: STATEMENT OF PURPOSE

3.1

The spirit and intent of this Agreement is to secure, in the interest of the well-being of the Employer and the Union, the efficient and economic operation of the public school system through an orderly and constructive relationship between the Government of the Commonwealth of The Bahamas and The Bahamas Union of Teachers.

3.2

The Articles set forth in this Agreement relating to remuneration, tenure and conditions of service and allied matters, rights and obligations of the parties, recognition and the avoidance and settlement of disputes have been negotiated to achieve the purpose stated at Clause 3.1.

ARTICLE 4: STATEMENT OF POLICY

4.1

The successful operation and continuous improvement of the Public School System is hereby declared to be of mutual interest to both parties, who desire to preserve, promote and improve the industrial and economic relationships, safety, efficiency and productivity of that system.

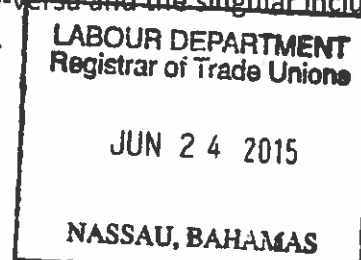
ARTICLE 5.0: DEFINITIONS

5.1

Unless the context otherwise requires, the terms and expressions used in this Agreement, if defined in any written law, shall have the meaning given to them in that law.

5.2

In this Agreement, the feminine includes the masculine and vice-versa and the singular includes the plural and vice-versa, unless the context requires otherwise.



5.3

Subject to the above, the parties agree that the terms and expressions used in this Agreement shall have the following meanings:

ADVISE – to give recommendation as to what should be done; to give information or notice

BAHAMAS INDUSTRIAL TRIBUNAL means the Industrial Tribunal established under Part 5, Section 54(1) of the Industrial Relations Act;

BARGAINING AGENT means that entity certified by the Minister of Labour as the exclusive representative for a group of employees. The Bahamas Union of Teachers is the Bargaining Agent for employees listed in Article six (6) of this Agreement;

BARGAINING AGENT REPRESENTATIVES means union executive officers and union workplace representatives;

BARGAINING UNIT means that unit of employees described in Article 6;

CONSULTATION means jointly examining and discussion of problems of concern to both Employer and Union;

DAY means a period of 24 hours;

DEPARTMENT refers to the Department of Education;

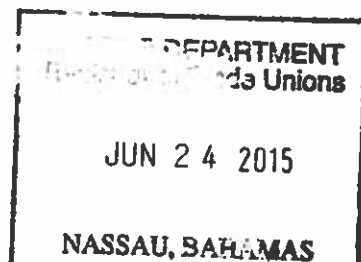
DIRECTOR OF LABOUR is that public officer appointed to head the Department of Labour. He is also the person designated as the Registrar of Trade Unions.

EMERGENCY means any threat to the health and safety of employees and students as determined by the Minister or an event which disrupts the normal workplace, including (but not limited to) those situations described at Article 15.10 of this Agreement, and may require immediate attention as may be determined by the Minister or his representative;

EMPLOYEE means an employee in the Bargaining Unit as identified herein unless stated otherwise;

EMPLOYER means The Government of the Commonwealth of The Bahamas;

EXECUTIVE OFFICERS refer to the President, Vice President, Secretary General, Assistant Secretary General, Treasurer, Assistant Treasurer, Area Vice Presidents, Trustees and Executive Members of the BUT;



GRIEVANCE means a breach of the Industrial Agreement or any Law or Policy which governs the terms and conditions of service for the members in the Bargaining Unit or the prejudicial implementation of the same.

HARDSHIP means any island/settlement where the employees do not have access to public utilities not limited to the following i.e.: potable water, electricity, telephone, cable and medical facilities for primary care. Access must also be to air transport, banking and a grocery store.

HEAD OF DEPARTMENT refers to the Permanent Secretary/Director of Education;

MINISTER refers to the Minister with Responsibility for Education;

MINISTRY means the Ministry with responsibility for Education;

MULTIGRADE means one class with different grade levels;

NEGOTIATION The term "Negotiation" shall mean: the process and procedures whereby the Employer and the Union attempt to settle pay and working conditions disputes which are appropriate for the purpose of determining and resolving any existing or potential industrial disputes between Employer and employees or between groups of employees, and between the Employer and the Union.

PUBLIC HOLIDAY means any day which is mentioned as or is declared a Public Holiday under the Public Holidays Act;

PUBLIC SCHOOL SYSTEM means the statutory system of maintained schools established under the Education Act 1962 (Chapter 46) and its amendments;

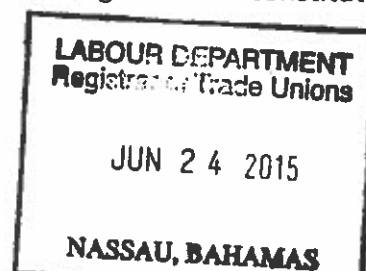
REASSIGNMENT means the movement of an employee of the Ministry of Education from one workplace to another with or without change of status or duties;

RECOGNITION AGREEMENT means the Recognition Agreement entered into between the Government of The Bahamas and the Bahamas Union of Teachers on 18th May, 1965;

REDUNDANCY shall have the meaning assigned to it at section 27 of the Employment Act (No. 27 of 2001);

REGISTRAR OF TRADE UNIONS refers to a public officer, normally the Director of Labour in accordance with the Industrial Relations Act, Chapter 321. His duties are, but not limited to:

- (a) Registering all trade unions and their constitutions and changes to such constitutions
- (b) Overseeing trade unions' elections of officers
- (c) Approving auditors for trade unions
- (d) Receiving audited annual financial statements



- (e) Receiving changes to a union's core of officers
- (f) Recommending the deregistration of a trade union that fails to file its annual financial statements

SECTION HEAD refers to the officer in charge of any unit or section of the Department of Education;

SENIORITY means the relative seniority of officers and shall be determined as provided for in section 2 of the Public Service Commission Regulations;

SPOUSE means husband or wife;

TEACHER for the purpose of this agreement refers to a "trained teacher" as defined by the Education Act and other employees engaged in delivering instruction to students on a full-time basis in the public school system or on temporary assignment with The Ministry of Education;

TEMPORARY ASSIGNMENT means an assignment other than the normal posting, for a limited period for a specific project or some other purpose, on completion of which the employee is to revert to his former posting or be reassigned;

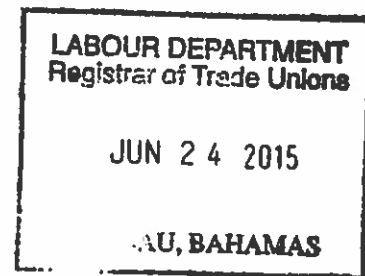
TRANSFER shall have the meaning assigned in Section 2 of the Public Service Commission Regulations;

UNION refers to the Bahamas Union of Teachers registered under the Industrial Relations Act;

UNION DUES means the amount of monthly dues levied by the Union on its members in accordance with its Constitution and By-laws as payment for membership in the Union;

UNION WORKPLACE REPRESENTATIVES means Shop Stewards, Assistant Shop Stewards, District Shop Stewards, Senior Shop Stewards, and Branch Chairpersons;

WORK LOCATION means all public schools and other places where members of the Bargaining Unit work, as may be determined by the Minister;

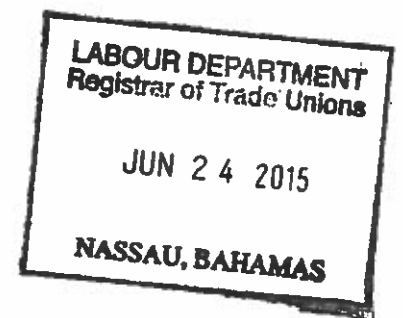


ARTICLE 6: BARGAINING UNIT

6.1

The Bargaining Unit comprises teachers and associated education professionals who are public officers employed within the public school system. The members of the Bargaining Unit shall include the following groups of employees:

1. Preschool Co-ordinator
2. Senior Guidance Counsellor
3. Guidance Counsellor I
4. Guidance Counsellor II
5. Guidance Counsellor III
6. Trainee Guidance Counsellor
7. Senior Librarian
8. Librarian I
9. Librarian II
10. Assistant Librarian
11. Library Associate
12. Senior Library Researcher
13. Library Researcher
14. Chief Library Technical Assistant
15. Senior Library Technical Assistant
16. Library Technical Assistant
17. Chief Library Clerk
18. Senior Library Clerk
19. Library Clerk
20. Chief Library Attendant
21. Master Teacher
22. Senior Teacher
23. Trained Teacher
24. Trained Teacher Doctorate Degree
25. Trained Teacher Master's Degree
26. Trained Teacher Bachelor Degree
27. Trained Teacher Associate Degree
28. Trained Teacher with Certificate with BJC, GCE, and BGCSE
29. Assistant Teacher
30. Untrained Teacher Doctorate Degree
31. Untrained Teacher Master Degree
32. Untrained Teacher Bachelor Degree
33. Untrained Teacher Associate Degree
34. Teacher Trainee
35. Teacher's Aide
36. Senior Craft Instructor
37. Craft Instructor



ARTICLE 7: INDUSTRIAL GOODWILL

7.1

The Employer agrees to allow the Union the use of existing notice boards at work locations and subject to its specific approval, to erect additional notice boards as the need may arise.

7.2

Where appropriate, the Employer shall permit the Union use of its internet and intranet systems.

7.3

The Employer agrees to allow Executive Union Officers reasonable time off with pay during working hours as necessary to conduct meetings with the Employer. Such requests must be approved by the Director of Education.

7.4

The Employer and the Union agree that all Executive Officers who teach and serve as a member of the Negotiating Team shall have paid leave for the time used for the negotiation.

7.5

In order to foster good industrial relations and promote the continuance of industrial harmony, either party may initiate direct communication. The President and/or the Secretary General of the Union or their designate may communicate with the Permanent Secretary, Under Secretary, Director of Education and manager of Human Resources, for matters not covered by the grievance procedure in this Agreement.

7.6

The Employer commits to assign a senior officer to address Industrial Relations matters. This officer shall facilitate the implementation and monitoring of the Industrial Agreement.

7.7

The Employer, represented by the Permanent Secretary and Director and the Union, represented by the President of the Union, Secretary General and other Executive Officers, will hold quarterly consultative meetings to discuss matters of mutual interest and resolve outstanding issues. Such meetings should consist of no more than four (4) on each side.

7.8

Representatives of the Union shall be invited to jointly tour work areas and inspect facilities along with representatives of the Employer. The Employer undertakes to schedule such inspections on a quarterly basis and a maximum of five (5) representatives from the Union may go on these official tours.

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7.9

The Employer shall provide the Union with copies of all circulars, rules and regulations that are published for the information of employees.

7.10

The Employer, once in receipt of a letter of authorization from the employee, shall provide the Union with copies of all correspondence pertaining to commendation, complaints, disputes and discipline placed on the employee's personal file.

7.11

The Employer agrees that there shall be no intimidation, interference or coercion exercised or practiced upon employees by the Employer.

7.12

An authorized school based Union representative may request approval from the Principal for the purpose of conducting Union matters in the workplace as long as it does not impede the daily operations of the workplace.

ARTICLE 8: EMPLOYER, EMPLOYEE AND UNION RIGHTS

Employer's Rights

8.1

The Union recognizes that it is the right of the Employer to exercise all the statutory prerogatives, customary powers and functions of management in all matters pertaining to the operation of the Public School System. Such powers shall, so far as reasonably practicable, be exercised in conformity with the terms of this Agreement.

8.2

The Employer shall have the right to carry out its statutory and legal obligation to provide the requisite leadership for the effective, efficient and safe management of the Public School System to provide quality education for all, and nothing in this Agreement shall be construed to restrict or delimit this right.

8.3

The Employer shall have the right to receive information from the Union necessary for the effective operation of this agreement, and such information shall include (but not be limited to) the following:

- a. Five copies of the Union's Constitution, which shall be replaced whenever it is reprinted, and copies of all amendments thereto;
- b. The list of elected officers, within 30 days after an election or by-election;

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- c. The list of Union Workplace Representatives by 30th September in an election year;
- d. The names of new Union Representatives and other changes in the list of Workplace Representatives;
- e. The list of members of the Union's Ethics Committee; Candidates Committee and the Election Commission; and
- f. A current listing of all members of the Union.

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Employee's Rights

8.4

Each employee shall be provided with a job description for the position he is appointed to at the time of posting. The Employer at orientation or at the time of posting shall provide all employees with information pertaining to where all relevant documents which govern employment can be found. Every school and District Superintendent's office shall be provided with a copy of the Education Act, General Orders, the Industrial Agreement and the Safe Schools Manual.

8.5

The Employer agrees to provide the Union copies of this Agreement. Five hundred (500) will be in booklet form and four thousand (4000) on CD in addition to placing a digital file on the Ministry's website.

8.6

The Employer shall provide orientation and mentors for all new teachers during the period of probation or initial year of employment, as the case may be.

8.7

The Employer shall provide training to employees prior to the participation in, or implementation of, any pilot study or new programme.

8.8

Each employee shall have the right to due process in the event that disciplinary proceedings are initiated against him.

8.9

Each employee shall, upon request, be allowed to inspect in the presence of the Employer's representative his personal file which may be inspected for resolving any complaint or grievance. The employee may have a designated Union official present on such occasions.

8.10

All written communication concerning discipline and commendation of the employee shall be copied to the employee prior to being placed on his file.

8.11

Each classroom/homeroom teacher shall receive the requisite instructional materials as long as these resources are available. Such materials shall be managed and distributed by the Principal or his designate.

8.12

The Employer and the Union agree that pre-schools attached to a school shall have a Pre-school Coordinator who is entitled to an allowance in accordance with Article 42.

8.13

Any teacher whose performance is determined to be below average after a performance appraisal report, shall be assigned a more senior and experienced teacher for a six-month period of mentoring, and he shall be required to participate in further professional development coordinated by the Employer.

8.14

Any teacher whose behaviour is deemed to be dysfunctional shall be offered professional counselling and help, subject to resources available within the public service, prior to any other action being taken against him. Failure to take advantage of the opportunity for counselling and/ or treatment, as the case may be, may constitute just cause for disciplinary action.

8.15

Subject to the provisions of any written law and any applicable principles of common law, a teacher shall have the right to receive compensation for injury sustained on the job and/or damage to his health caused by conditions at work.

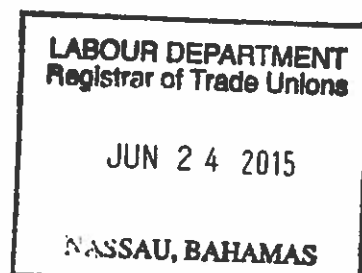
8.16

Each employee shall have the right to be accompanied by a representative of the Union or colleague at any meeting called by a representative of the Employer (including a school administrator) to discuss matters relating to his performance, especially charges of misconduct.

Union Rights

8.17

The Union shall be consulted on any matter which affects the terms and conditions of employment, as provided for in this Agreement and the Recognition Agreement. Negotiations shall be engaged when the need arises to allow the Employer and the Union to agree a resolution to such matters.



8.18

The Union shall be provided with information from the Employer to assist with discharging its duty to the members of the Bargaining Unit. Such information shall include inter alia: data relevant to the compilation of the Industrial Agreement, current employees in the Bargaining Unit segmented by workplace and employee group, a copy of each policy document affecting employees, lists of advertised vacancies and circulars.

8.19

The Employer agrees that it will not promote, transfer or reassign, without consultation with the Union, any employee holding any of the following offices of the Union, namely: President, Vice President, Secretary General, Assistant Secretary General, Treasurer, Assistant Treasurer, Area Vice Presidents, Trustees, Executive Members, and Union Workplace representatives.

8.20

If such promotion, transfer or reassignment affects the Officer's status as a representative of the Union, then the Employer undertakes to give the Union reasonable notice before proceeding.

8.21

When it is necessary for a Union Workplace Representative to leave his work location to investigate a complaint and /or adjudicate complaints, the Union Workplace Representative shall request permission from the Principal/Section Head, and such requests shall not be unreasonably denied.

8.22

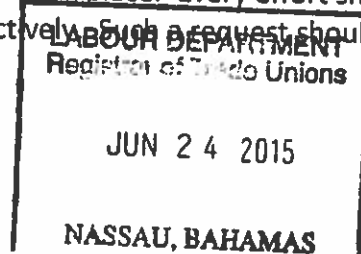
The Union Workplace Representative or an elected official may request through the appropriate channels and in the presence of the employee or with his consent, all evidence relating to a dispute involving the employee, and such information shall be provided. The Union representative shall also be permitted to interview the aggrieved employee, with the employee's consent. A letter of authorization referred to in Article 7.8 shall be sufficient for indicating the employee's consent where personal, confidential information is required.

8.23

Union Workplace Representatives may be designated for the purpose of investigating, presenting and addressing complaints.

8.24

The Union may request a meeting of teachers at the work location during the hours of 8:45 a.m. to 3:15 p.m., upon giving reasonable notice and subject to receiving approval from the Principal or his designate. The meeting should not interfere with the direct instruction of students and shall not impede the daily operation of the work place. Every effort shall be made to limit the meeting to the break and lunch times respectively. Such a request should not be unreasonably denied.



8.25

Executive officers, who teach, shall have the right to use up to (18) days of Union leave per academic year for the purpose of conducting Union business. The Union may apply to the Permanent Secretary in consultation with the Director of Education for additional union leave.

8.26

The Employer agrees that when the need arises for part-time executive officers to perform union duties during the school day, a request shall be made to the Principal in the first instance and the District Superintendent subsequently.

8.27

Union Shop Stewards shall be granted twelve (12) working days in an academic year for training purposes.

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ARTICLE 9: CHECK-OFF SYSTEM

9.1

The Employer agrees to deduct a sum equal to the current rate of union dues from the salary of each union member monthly, and remit the same to the Union after the end of each month, provided that each employee authorizes the Employer in writing on the prescribed form to make such deductions. The dues rate shall be "2.5% of the starting salary of a trained teacher" in accordance with Article 10.4 (b) of the Union's Governance Manual.

9.2

The Employer agrees to deduct a sum equal to 90% of dues monthly as Agency Shop Fees from the salary of each teacher who is not a member of the Union and remit the same to the union. This provision complies with Section 47 (1) (b) of the Industrial Relations Act, Chapter 321.

9.3

Whenever there is an increase in union dues, the Employer shall accept a copy of the regulation containing the revised scale established pursuant to the Union's Constitution and in accordance with the Union's Governance Manual, which shall have been duly registered by the Registrar under the Industrial Relations Act to implement the requisite adjustment in salary deductions.

9.4

Union membership dues, deducted in any one (1) month, shall be the dues for the month in which the deduction is made.

9.5

Deduction of Union membership dues will commence in the month following the one in which the Employer receives the authorization form.

9.6

If an employee wishes to cease deductions of union dues, he must notify the Employer in writing. If the employee is not a member of the Bargaining Unit, full deductions will cease in the month following. However, if the employee is a member of the Bargaining Unit, Agency Shop deductions will continue.

9.7

Deductions will be made after all claims by the Employer against the employee's pay have been satisfied. Payment of Union dues shall be made to the Union's account at the end of each month. The Employer will provide the Union with a list of employees from whom deductions have been made.

9.8

In the event the Employer is prevented from making deductions due to any major system error or malfunction, the Employer shall notify the Union.

9.9

The Employer will use best endeavours to comply with the provisions of this section but the Employer is relieved by the Union of both responsibility and liability for making or failing to make deductions hereunder.

9.10

In the event of any action at law against the Parties hereto resulting from any deduction or deductions from payrolls made by the Employer pursuant to this section of the Agreement, the Union shall indemnify and hold harmless the Employer from any action, damages, loss, cost, liability, or expense suffered or sustained by the Employer.

ARTICLE 10: EDUCATIONAL POLICY

Curriculum Development

10.1

Representatives of the Ministry/Department of Education, BUT and others may review periodically the curriculum and make recommendations to the Director of Education.

Leadership

10.2

The parties agree that the Employer, to the extent permitted by resources, will provide all members of the Bargaining Unit who are promoted or appointed to positions of leadership

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within the public school system with orientation and training and provide for their ongoing professional development.

Planning

10.3

The parties agree that planning is critical for the effective and efficient operation of the public school system and to enhance and manage its growth and development.

10.4

The Employer accepts its obligation to establish and maintain an effective planning strategy to improve the operation of the public school system and to promote its growth and development.

10.5

The Employer agrees to consult with the union as a key educational stakeholder when conducting the planning activities related to matters that directly impact teachers' conditions of service and the advancement of the teaching profession.

Maintenance and Repair of Schools

10.6

The Employer will give consideration to conducting major repairs and maintenance during the annual summer vacation (i.e. July and August). The Employer shall inform the Union on major repairs and maintenance and advise the Union on any matter which may impact working conditions.

Regulations

10.7

In conformity with Articles 4.1, 8.1, and 10.1 of this Industrial Agreement, the Parties acknowledge the prerogative of the Employer under Section 55 of the Education Act to make Regulations for all or any of the purposes of the Act.

10.8

The Union acknowledges the vision of the Employer to provide first-class quality education in the Commonwealth of The Bahamas, and the priority of the Employer to continue the transformation of the Public Education System through the engagement of quality teachers in order to improve student achievement in all fourteen school districts. Furthermore, the Employer and the Union agree to commence discussions of the Draft Regulations for the Education Act. These discussions shall commence six (6) months after the signing of the Industrial Agreement.

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10.9

The parties agree that a Committee, which shall include members of the BUT and other stakeholders, will be formed to draft the aforementioned regulations.

ARTICLE 11: CAREER PATH SYSTEM and PROFESSIONAL DEVELOPMENT

The Employer agrees that contingent on the availability of posts and any criterion pursuant to the Post Qualification Booklet and the Career Path System as agreed by the Parties, an employee may be eligible for promotion. In cases where all other factors are equal, seniority, as outlined in Part III Section 15 of the Public Services Regulations, will be the determinant.

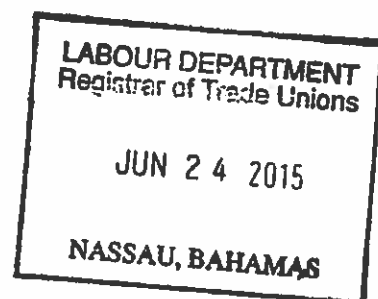
11.1

The parties appreciate that it is desirable for members of the Bargaining Unit to be in an established career path that would enable them to advance relative to the planning and development of their careers. Therefore, the parties agree to the periodic review of Career paths which entails:

- a. Requisite upgrading of posts based on a comparative analysis of other posts and the benefits which obtain;
- b. Accommodating the appointment, placement and promotion of persons with varied specialization, qualifications and experience;
- c. Ensuring that posts are congruent and structured as an integrated system;
- d. Creation of posts to facilitate gaps relative to variance in salary and to allow for upward mobility;
- e. Inclusion of new job functions based on the evolution and/or change in requirements for a job and hence the need to accommodate the creation of a new post in the structure of that career path; and
- f. Ensuring alignment with the structure of the desired career path and the Public Service.

11.2

The aforementioned considerations are conducted as per established Public Service policy regarding the review of career paths. However, the parties agree that the input/advice/recommendation of the Union will be sought and considered for inclusion as a part of any career path review involving members of its Bargaining Unit. Agreed policies and procedures for the operation of a career path system for each group of employees shall be published in a handbook.



Professional Development

11.3

The Employer has a duty to provide professional development programmes for members of the Bargaining Unit in the public school system. All members of the Bargaining Unit are eligible to benefit from the professional development programmes. Members of the Bargaining Unit are expected to engage in professional development activities and to implement and share new knowledge and skills with colleagues. The Professional Development Plan shall be developed and mutually agreed by May 1st of each year for the following year.

11.4

a. Pursuant to the Education Act Section 39, the parties agree that all untrained teachers and assistant teachers must be certified within a reasonable time frame. The Employer recommends the Teacher Certification Programme at COB and any other institution whose accreditation is recognized by the Department of Public Service.

11.5

In order to eliminate the recurrence of the issue in paragraph 11.4, as of July 2015, persons engaged as untrained and assistant teachers will be retained on a contractual basis. Once certification is obtained they may be offered permanent and pensionable positions.

11.6

All teachers shall be required to participate in at least twenty-five (25) hours of professional development activities each year, ten (10) of which shall be done outside the school attendance days. The scheduling of fifteen (15) of these hours shall be the responsibility of the Employer and, with the Employer's approval, ten (10) may be undertaken by the Employee.

11.7

The Employer agrees not to schedule professional development activities during the time when the Union's Annual General Meeting is being held.

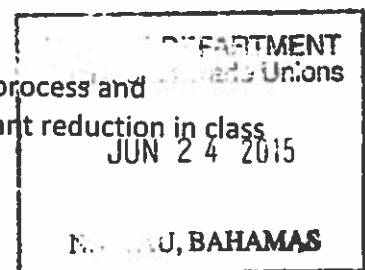
ARTICLE 12: SCHOOL SIZE and STAFFING

12.1

The parties acknowledge that the size of a school in terms of enrolment can affect its capacity to be effective. Accordingly, to the extent permitted by resources, the Employer agrees to take this principle into consideration when determining the maximum enrolment for any school.

12.2

The Employer and the Union accept that class size impacts the learning process and consequently, the quality of education. The Parties agree that a significant reduction in class size during the life of this Agreement, while desirable, may be difficult.



12.3

The Employer agrees to do everything within its power to maintain each class at optimal size during the next three years based on the schedule below:

- PRE-SCHOOL: a maximum of 20 students per class
- PRIMARY: a maximum of 30 students per class
- SECONDARY: a maximum of 35 students per class
- MULTI-GRADE: a maximum of 25 STUDENTS per class
- TECHNICAL & VOCATIONAL: a maximum of 15 students per class
- SPECIAL EDUCATION: a maximum of 15 students per class

Professional Teaching Staff

12.4

The Union acknowledges the statutory right of the Employer to allocate and determine the complement of teaching staff. The Parties agree to consult on staff/student ratio, allocation of staff and class size.

ARTICLE 13: SAFE LEARNING ENVIRONMENT

13.1

A safe and orderly learning environment for both teachers and students is declared to be a priority of both the Employer and the Union. Such an environment requires that disruptive behaviour be dealt with safely, consistently, and in a manner that incorporates progressive disciplinary measures.

13.2

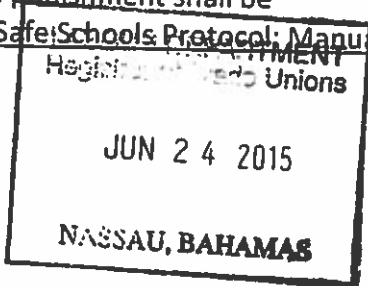
The Rules governing discipline are set forth in the Safe Schools Protocol: Manual for Public Schools and the Parties agree to review this document periodically to ensure that it remains current and applicable to the class environment.

13.3

The Parties agree that firm and consistent enforcement of appropriate disciplinary action must be taken with regards to an assault of a teacher or any other employee, and violations cited in levels 2, 3, and 4 of the Safe Schools Protocol: Manual for Public Schools.

13.4

The Parties recognize the potential for difficult circumstances and problems related to the use of corporal punishment. Accordingly, they agree that corporal punishment shall be administered strictly in accordance with the provisions of the Safe Schools Protocol: Manual for Public Schools.



13.5

The teacher should not be subjected to harassment, interference, verbal abuse (including yelling, abusive language, insults, threats) and sexual or physical abuse by anyone (including students and parents/guardians) in the performance of his duties, in accordance with the provisions of Safe Schools Protocol: Manual for Public Schools and any other applicable policies.

13.6

The teacher shall have the right to refer a seriously disruptive student and/or one who engages in unacceptable behaviour as defined in the Safe Schools Protocol: Manual for Public Schools to the Principal and may recommend removal from the classroom. The Principal shall inform the teacher of the corrective action(s) taken against the student prior to the student's return to the classroom.

13.7

The Parties agree that if the teacher is subjected to any of the behaviours specified at paragraph 13.6 of this Article, the student may be referred to the Principal with a recommendation for removal from the classroom while an investigation is being conducted.

13.8

In the case of an assault and/or battery upon a teacher, the Principal shall immediately suspend the student, and may recommend his expulsion. The matter shall be reported to the Police, and the Teacher should be allowed time-off as necessary to participate in any investigation or legal process that might result.

13.9

An Employee who, without provocation, has been assaulted or injured in the course of duty, shall be granted time off for medical attention, including psychological consultation, the cost of which shall be borne by the Employer through National Insurance and public health facilities. Such time off shall not affect the employee's sick leave entitlement.

13.10

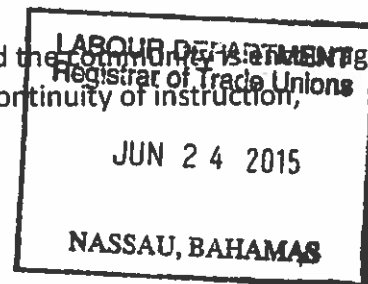
In accordance with the Safe Schools Protocol: Manual for Public Schools, the Principal must immediately report to the Police any criminal act occurring on school premises or at any school related function, including athletic events and field trips.

13.11

The Employer shall provide adequate security personnel for duty during school hours and at official school based functions.

13.12

The parties agree that, while interaction between the school and the community is encouraged, in the interest of maintaining a safe learning environment and continuity of instruction,



observers and /or visitors to classrooms shall be limited to persons expressly authorized by school administration.

Suspension Policy

13.13

In accordance with Education Act, Section 23-27: *Compulsory School Age at Primary and Secondary Schools*, the Parties agree that students (junior and senior high) who are suspended from normal classes due to behavioural problems shall serve their suspensions in a supervised environment. Such environment shall provide for the continuation of their education and remediation of their behavioural problems. Upon the completion of a period of supervised suspension, the student shall return to his regular classes.

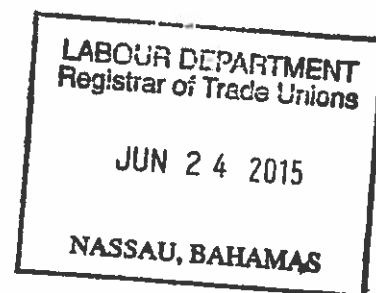
13.14

The employer agrees to reorganize TAPS and Programme SURE to facilitate the Supervised Suspension Programme (SSP).

13.15

In order to facilitate the Supervised Suspension Programme the Employer shall provide resources to assist the following programmes, inter-alia:

- a. Youth Against Violence
- b. Teen Challenge
- c. North Eastern Alliance of Churches
- d. Pathfinders (Seventh Day Adventist)
- e. Great Commission Ministries
- f. National LEAD Institute



13.16

The parties agree that the plan for the Supervised Suspension Programme shall involve the students, teachers, parents, principal, guidance counsellor and the director/head of the suspension hall/centre.

- a. The Parties agree that the student's teachers shall provide the school work with for the student to do at the suspension hall/centre.
- b. The Parties agree that the parents shall be responsible for transporting the student to and from the suspension hall/centre.
- c. The Parties agree that the director/head of the suspension hall/centre shall be responsible for remediation of the student's behavioural problems, and his safety while at the suspension hall/centre. The director/head shall liaise with the principal, teachers, guidance counsellor and parents in the performance of his duties.

13.17

The Parties agree that teachers and guidance counsellors posted to serve in the Supervised Suspension Programme shall be paid the Special School Allowance. The Parties agree that such teachers shall be provided with requisite training prior to posting.

ARTICLE 14: DISASTER MANAGEMENT

14.1

The Employer shall ensure that each school has an emergency/disaster management plan, and that it is tested at least twice per year. The disaster management plan shall include an evacuation plan and fire drills.

14.2

The Employer agrees to equip buildings with fire extinguishers and other safety equipment or features as may be necessary, in compliance with the Building Code, to ensure the safe exit of occupants in the case of an emergency.

14.3

The parties agree that in the event the Meteorological Department advises of adverse weather conditions in respect to any area of The Bahamas, schools and the Union shall be informed immediately. Those schools likely to be affected will be closed on the order of the Minister, (or his representative) and affected schools shall remain closed until reopened by the Minister (or his representative).

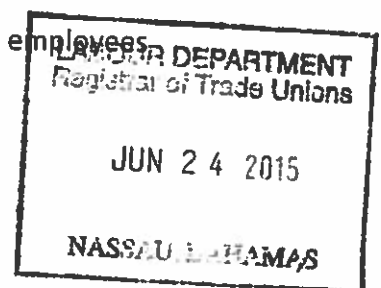
14.4

In the event of hurricane warning or natural disaster, the Employer will allow employees adequate time off to secure their properties.

ARTICLE 15: HEALTH & SAFETY

15.1

The Employer acknowledges its primary responsibility for providing safe and sanitary working conditions as well as safety training for its employees. The Union recognizes that the employees also share responsibility for these activities and hereby undertakes to cooperate with and assist in enforcing among the employees, the safety and health regulations of the Employer. As far as resources allow the employer shall appoint a full-time nurse to every school to attend to injuries, accidents or sickness among teachers and students. First Aid training should be afforded to all staff members. The Employer will undertake to provide First Aid training for those selected, First Aid kits, necessary equipment and a designated area for treatment.



15.2

The Employer, without cost to the employee, shall furnish all protective devices, wearing apparel, gloves, or respiratory protection necessary to preserve the health and safety of the employee at the work place.

When an employee believes that he is being required to work under unhealthy and unsafe conditions, he shall notify the Working Conditions Health and Safety Committee who shall cause the matter to be immediately investigated. The results of such an investigation shall be communicated to the employee and if deemed necessary, steps shall be taken to correct the condition.

15.3

The Employer shall not be held liable should the employee fail to fully utilize the protective and safety gear provided. Failure of the employee to comply may result in disciplinary action.

15.4

The Employer shall appoint a Working Conditions, Health and Safety Committee of five (5) members which shall include two (2) Union nominated representatives. The purpose of this committee shall be to ensure comfort, protection, safety and health of the employees at the workplace. The Committee shall meet at least once per school term, or as necessary, for the exercise of its functions.

15.5

The Committee will strive as far as possible to improve the physical working conditions at the workplace, with a view to eliminating accidents and illnesses. In pursuit of this, the Committee shall receive and:

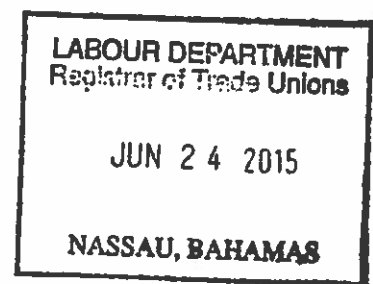
- (a) Review accident, injury and job related illness reports pertinent to the committee's investigation, and make recommendations to prevent their reoccurrence; and
- (b) Investigate complaints regarding unsafe and unsanitary working conditions and make recommendations to resolve such hazards and complaints.

15.6

The Parties agree that the workplace shall be kept clean and sanitary at all times. The Employer accepts that it has the primary responsibility to ensure that the workplace is clean and sanitary and the Employer shall provide cleaners at all of its facilities and issue to them the necessary equipment and supplies including gloves, aprons and masks.

15.7

The Employer agrees to provide drinking water at each workplace.



15.8

Employees will not normally be required to work under unsafe or unsanitary conditions. However, the parties recognize that some events are beyond the Employer's control and temporary hardships may occur. In the event of such occurrences, the Employer agrees to allow necessary relief and additional break periods or dismissal, if the situation is not rectified after the agreed procedure has been followed.

Emergencies

15.9

The Employer and Union accept that emergencies will arise. When an emergency occurs, the Employer shall take appropriate action to protect the health and safety of employees at the workplace, and to restore the teaching conditions as soon as it is practicable.

15.10

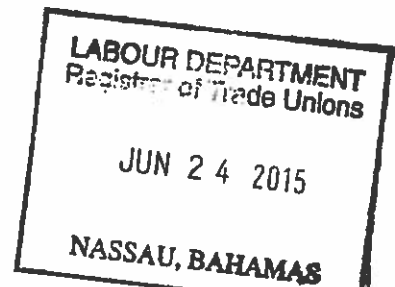
The Employer and Union agree that the following inter alia, are examples of situations that may constitute emergencies and which may disrupt the instructional programme:

- a. No access to water for washing hands and flushing toilets;
- b. No electricity at schools without an effective ventilation system;
- c. Extreme disorder due to violence on the school campus;
- d. Extreme cold or extreme heat;
- e. Presence of smoke, fire, foul odour, infestation of insects, chemicals, sewerage or other substances considered to be health hazards;
- f. Serious accident on the school campus;
- g. Damage to buildings, equipment and/or supplies, caused by a natural disaster or fire, that impedes the functioning of the school;
- h. Any other national emergency declared by the appropriate authorities.
- i. Whenever the emergencies listed at a, b or e above occur and are not resolved by noon then school shall be dismissed at 12:00 noon.

15.11

Whenever the school is disrupted for more than one day, consultation shall be held with the Union, in order to develop and agree a contingency plan to resolve the problem.

- a. The Union shall meet with the staff to ascertain concerns.
- b. The Union shall meet with administration to discuss concerns and devise a plan.
- c. The Union shall meet with the Director to finalize the plan.



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ARTICLE 16: STAFF MOVEMENTS

Staff Deployment

16.1

The Union acknowledges the right of the Employer to post, deploy, reassign or transfer teachers in accordance with the staffing needs of the public school system.

Reassignment

16.2

Teachers shall have the right to apply to be reassigned at any time. However, it is expected that a teacher shall serve in a post for a minimum of three (3) years. Such requests for reassignment must be made in writing on or before the first Monday in March of any year. In exceptional cases, consideration may be given to requests by teachers who have not served for the minimum number of years.

16.3

The Employer agrees that in the case of a reassignment not initiated by the teacher, the District Superintendent/Education Officer and the Principal shall hold a conference with the teacher no later than the second week of May of any year to discuss reassignment.

16.4

The Employer will give due consideration to minimizing or avoiding such hardships with respect to its reassignment policy. Every effort will be made to ensure that such movements will not cause undue hardship on his family or adversely affect any health or medical condition(s) or treatment thereof, as may be certified by a medical practitioner.

16.5

An employee shall indicate to the Employer if a proposed reassignment to another settlement or island would cause undue hardship, as mentioned in Article 16.4.

The Employer agrees that the reassignment of a teacher from one island to another should not normally exceed five (5) years. If the period is in excess of five (5) years, the employee will be eligible for a continuation of the rental subsidy as provided for in Article 41.

16.6

The Employer shall give written notice to the Union of all proposed reassignments by the 31st of May of any year. This information shall be treated as strictly confidential.

16.7

The Employer agrees that the posting letter should be given to teachers, via their school administrator, not later than the 3rd Monday in June of any year.

16.8

In the event of reassignment from one island/settlement to another initiated by the Employer, the Employer shall:

- a. Pay the costs of transportation for that employee and his immediate family (spouse and dependent children) from his current residence to the new;
- b. Provide at its expense temporary accommodation for the employee and his spouse and dependent children. Thereafter, the Employer will pay the rent for permanent accommodation selected from a list of premises approved by the Employer; and
- c. Pay costs of relocation from the employee's home base to the island of assignment and freight expenses for personal effects.

16.9

The Employer undertakes to use best endeavours to ensure that the reassignment of teachers is planned to take effect at the beginning of the school year.

16.10

The Employer retains the right to abridge any of the aforementioned periods of notice for reassignment to deal with exigencies that may require urgent responses to fill vacancies or for the orderly management of the public school system. In such cases, the employer shall give at least seven days to allow the employee reasonable time to organize his personal affairs.

16.11

In cases where an employee who normally resides on one island is temporarily assigned to work or to be trained on another island, the Employer will pay:

- (a) The cost of transportation from the island on commencement of the assignment and back at the end of the assignment/training; and
- (b) Reasonable living accommodation expenses at the single occupancy rate for each employee away from his home base, unless otherwise mutually agreed to by the Employer and the employee.
- (c) Rental assistance, which shall not cease during the period for which the employee is entitled. This applies to Maternity Leave, Sick Leave or confinement.

ARTICLE 17: SUPERVISION and EVALUATION

Members of the bargaining unit are entitled to an evaluation that is fair, equitable, and impartial. The parties agree to the continuation of a developmental approach to improving teaching performance using the assessment methodologies and performance appraisal instruments approved by the Employer, as may be revised periodically. The Employer agrees to the implementation of any proposed changes to the existing evaluation form.

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17.1

The Employer and the Union reaffirm their commitment to quality education. The parties agree that assessment of teaching performance is predicated upon the expectation of ongoing professional growth and that the primary objective of evaluation is to improve the effectiveness of all teachers.

17.2

The Employer and the Union agree to review the current performance appraisal system and make appropriate recommendations within one (1) year of signing this Agreement.

17.3

The Employer and the Union also agree to the establishment of a Committee which shall review the Performance Appraisal system for members of the Bargaining Unit. The Committee shall include one (1) Administrator, one (1) Union representative, one (1) Ministry of The Public Service representative and one (1) Department of Education. Following the review, recommendations will be forwarded to the Public Service Commission.

17.4

The Employer and the Union agree that all Performance Appraisal Instruments shall be reviewed every three (3) years by the committee established in Article 17.3.

17.5

The results of the Performance Appraisal process shall be discussed with the employee and a copy provided to him immediately after consultation. The employee shall have the right to request a review of an assessment by following the prescribed Public Service process.

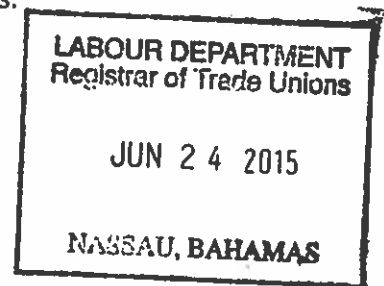
17.6

All teachers are expected to demonstrate, through the performance of their professional responsibilities, a mastery of basic skills, fundamental teaching competencies, and subject-matter skills in the area of certification. This demonstration should be evidenced through the continuous improved performance of their students.

ARTICLE 18: PROFESSIONAL FREEDOM

18.1

The Union recognizes that the Minister has the statutory authority to establish education policy and guidelines related to the instructional programmes in public schools.



18.2

Subject to such direction and control, teachers shall enjoy academic freedom in the discharge of their professional duties. They shall have both the right and responsibility to use the highest intellectual standards in studying, investigating, presenting, interpreting and discussing the subject in the classroom. Teachers shall not subject students to discussion in the classroom of topics irrelevant to the content of the courses prescribed by the national curriculum.

18.3

The Employer acknowledges that teachers are particularly qualified to judge the teaching aids and methods most suitable for their pupils, and agrees to consult with them on the choice and adaptation of teaching materials, the selection of textbooks and the application of teaching methods, within the framework of the approved programmes determined by the Employer.

18.4

The teacher shall not abuse his right to professional freedom by introducing profanity, pornography, lewd remarks or vulgarity into the learning environment or by seeking to impose/enforce his personal beliefs on students. The teacher accepts that he holds a professional position in the community which involves the obligation to be accurate, to exercise appropriate restraint and to show respect for the rights of others to express their views.

18.5

This article shall not exempt teachers from the duty to teach diligently the subjects and courses of study prescribed by the Minister.

ARTICLE 19: INFORMATION and COMMUNICATION TECHNOLOGY (ICT)

19.1

The Parties recognize that information technology and information and communication technology have become essential classroom tools for the acquisition, analysis, presentation and communication of data. They allow students to become more active participants in research and learning processes. The Parties agree that it is desirable for teachers to know how to effectively and efficiently integrate technology into instructional strategies and to improve educational management.

19.2

The Employer commits to providing computers and other information and communications technology.

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ARTICLE 20: ITINERANT DUTIES

20.1

The Parties accept that there is a need for some teachers to perform itinerant duties in order to ensure the delivery of quality education to all students in The Bahamas. Where a teacher is engaged in such duties, one school shall be designated as his permanent work location for administrative purposes.

20.2

Teachers who are required to perform itinerant duties shall be entitled to an itinerant allowance as provided for in Article 41.2 of this Agreement.

ARTICLE 21: JURY DUTY

21.1

The Employer agrees that when employees are required by law to serve as Jurors, those who are empanelled shall be excused from work on those days which they serve and shall be paid wages at their regular rate of pay for those days.

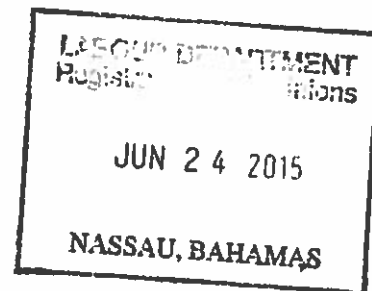
21.2

In cases where an employee reports for Jury duty and is:

- (a) not selected, or selected, but later excused for the remainder of the day, that employee shall be required to report to work
- (b) selected, he must provide the Employer with documentation from the court.

21.3

If it is proven that an employee is abusing any of the privileges conferred upon him by this Article, that employee shall be subject to disciplinary action.



ARTICLE 22: LEAVE

Maternity Leave

22.1

A female employee who becomes pregnant shall normally be allowed to remain at work prior to confinement. The employee must advise of her pregnancy in writing and the approximate confinement date when she expects to cease work. The Employer may at his discretion change the employee's work location during this period without loss of pay.

22.2

During the period preceding confinement, if the pregnancy of an employee interferes with the performance of her duties, or the employee's physician decides that it is inadvisable for her to continue working, the Employer may require the employee to take leave, in accordance with the Employment Act.

22.3

Each female employee shall be eligible for Maternity Leave after completion of one (1) year employment and all the attendant benefits in accordance with established policy. Maternity Leave shall be for twelve weeks. Additional Maternity Leave up to a maximum of six (6) weeks without pay may be granted by the Ministry of The Public Service via the Director of Education upon the request of an employee on the recommendation of the attending physician.

22.4

All Maternity Leave is subject to a Medical Certificate and no Maternity Leave with pay will be granted more than once every three (3) years to the same employee. A school based employee who gives birth during the summer months may apply to the Ministry of The Public Service via the Director for additional leave not exceeding three weeks.

22.5

An employee returning from Maternity Leave shall resume the classification held at the time Maternity Leave was requested, unless otherwise agreed by the employee and the Employer.

22.6

Maternity Leave without pay may be granted by the Ministry of The Public Service via the Director of Education where the employee is not eligible for paid Maternity Leave.

22.7

Leave associated with illness during the first twenty-four (24) weeks of pregnancy will be considered as gynaecological and therefore Sick Leave rather than Maternity Leave. Medical Certificates must support application for leave.

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22.8

An employee residing in any hardship areas may be granted three days leave for travel to another Island for the delivery. This time shall not be deducted from Maternity or Sick Leave.

Paternity Leave

22.9

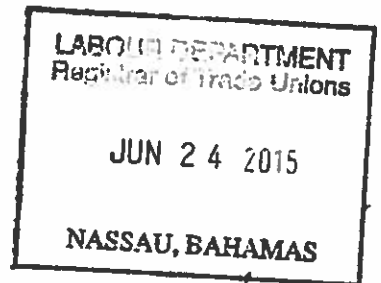
The Employer will grant Paternity Leave of two (2) weeks at full pay to all legally married male employees. Paternity Leave may be granted once every three (3) years. An employee must have served for at least one year continuously to receive this benefit. Paternity Leave shall only be granted in respect of the birth of the employee's child who is born in wedlock. An employee requesting Paternity Leave shall provide the Employer with such evidence and information as is necessary to establish his eligibility.

Adoption Leave

22.10

A female/male employee may apply for leave with pay after one (1) year of service upon the presentation of evidence of a formal adoption. Such leave shall not be granted more than once every three (3) years in accordance with the policy to be determined by the Employer in consultation with the Union. Employees may be granted Adoption Leave as follows:

<u>Child's Age</u>	<u>Adoption Leave</u>
Less than 1 year	12 weeks
1 years or older	6 weeks



Family Leave

22.11

An employee who has been employed for at least six (6) months shall be entitled to Family Leave without pay for a period not exceeding one week per annum as follows: a) the birth of a child, or b) the death or illness of a child or spouse. Every employee shall be required to provide to the satisfaction of his Employer evidence of birth, death or illness as the case may be.

Sick Leave

22.12

An Employee who is prevented by illness from performing his duties at his workplace and who is not on leave must immediately report that fact by telephone or email if possible to the

Employer. He must cause to be delivered to the Employer, a Medical Certificate of incapacity for work signed and dated by a Registered Medical Practitioner.

22.13

The Employer will grant Sick Leave from the time an employee is actually ill or incapacitated to the degree that he is unable to perform his duties as certified by a registered medical practitioner. For all monthly employees, such leave shall not exceed twenty (20) working days per year on full pay and is non-cumulative, i.e., fourteen (14) working days with a doctor's certificate and six (6) single days without a doctor's certificate.

22.14

All leave in excess of yearly entitlements including accumulation as per 22.13 of this Article shall be paid at seven-eighths (7/8) of the full rate for a period of up to a maximum of five (5) months. Thereafter the Employee shall be paid at half (1/2) pay up to a maximum of six (6) months.

22.15

A Medical Certificate indicating that the employee is unable to work shall be required in all cases more than two consecutive days of absence on account of sickness or injury.

22.16

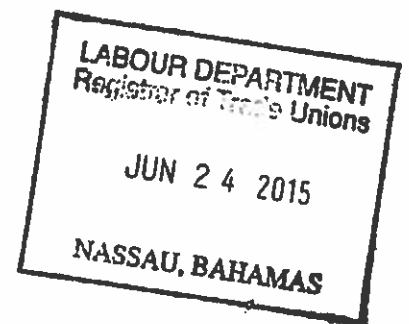
The Medical Certificate should be forwarded promptly and directly to the teacher's Principal or employee's supervisor.

22.17

A Medical Certificate shall cover the entire period of illness including Saturdays, Sundays and public holidays. However, the calculation of sick leave will not include Saturdays, Sundays and public holidays and will not be deducted from the total number of sick leave eligibility of twenty (20) working days per calendar year with full pay.

22.18

In cases where an employee is returning from Sick Leave of a serious nature, he must furnish the Employer with a statement from the attending physician stating that the employee is medically fit to resume work.



Special Leave

22.19

The Principal will grant Special Leave with pay for a total of two (2) days per year as follows:

- a. An employee will be granted Special Leave with pay to participate in a sporting, educational or cultural event approved by the Employer. Special Leave may be granted to teachers on special assignment for the Employer or the Employer and the Union jointly.
- b. Employees who are selected members of a Government Board or Committee shall be allowed, on request, reasonable time off from work with pay to attend such meetings. This shall include philanthropic organizations such as Scouts and Girl Guides, the Federation of Youth Clubs and the Red Cross.

Compassionate Leave

22.20

In circumstances such as accidents, death and serious illness of immediate family (parents, spouse, siblings or children) and emergencies caused by fire or flooding, etc. The Director of Education may grant up to a maximum of eight (8) days per year.

Vacation Leave

22.21

a. Employees shall be entitled to Institutional Leave in lieu of Vacation Leave. Institutional Leave includes the Summer, Christmas, Easter and Mid-Term breaks, each of which shall commence not earlier than, and not later than the dates fixed in each school year by the Employer.

b. Any member of the Bargaining Unit performing administrative duties is entitled to Vacation and Casual Leave in accordance with General Order 1504. Vacation Leave may be accumulated in respect of any period not exceeding three (3) years. In the case of death of an employee his Estate will be paid the value of any accrued vacation to which he was entitled and which he had not received.

Study/Career Enhancement Leave

22.22

Each employee shall be eligible to apply for Study Leave with pay or subject to any other terms in accordance with the policy of the Public Service. The maximum, aggregate study leave shall be 36 months.

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Leave of Absence

22.23

The Employer may grant a Leave of Absence without pay for any employee having due regard for the exigencies of the public school system and the purpose for which the leave is requested. The number of persons allowed off at any time and the length of time allowed are subject to the discretion of the Employer.

Time –off for Union Elections

22.24

Each member of the Union shall be allowed up to a maximum of two (2) hours off to vote in union elections and/or referenda. The Principal and the shop steward shall approve a schedule to facilitate time off for voting to minimize any negative impact on the functioning of the school. This time is exclusive to the lunch hour.

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Sabbaticals

22.25

All professionally qualified employees of exceptional ability may be considered for a sabbatical with full pay after completing at least 10 years of outstanding service. Consideration may also be given to employees with fewer than ten (10) years' service in meritorious cases. The maximum aggregate time allotted for a sabbatical is twelve (12) months.

22.26

A sabbatical, subject to obtaining the prior approval of the Employer, may be granted for any of the following purposes: to conduct research related to the teacher's field of expertise, to write and publish books or texts, or conduct other related pursuits. Sabbaticals shall be granted based on the exigencies of the service, as determined by the Employer, and persons granted sabbaticals shall enter into an appropriate bond with the Employer.

22.27

Employees who apply for sabbatical leave should be able to register and complete their studies either on campus or a blended programme (if the employee so chooses) from an accredited institution, approved by the Ministry of The Public Service.

22.28

The Employer and the Union agree that the Sabbatical Committee shall comprise five (5) members including, a member nominated by the BUT. The Committee is to meet within six (6)

months of the signing of this agreement. The work of the Sabbatical Committee shall include the following:

- (a) Offering recommendations regarding the criteria governing the grant of sabbatical leave including giving consideration to the wide range of Traditional and Open and Distance Learning education platforms. The Committee should submit its recommendations to the Employer within one (1) year of its initial meeting.
- (b) Reviewing applications for sabbatical leave and making recommendations to the Employer.

22.29

The Employer shall grant up to a maximum of five (5) sabbaticals each school year with immediate effect.

22.30

Upon return to service, the member shall submit a detailed written report to the employer describing the activities that were completed during said leave in compliance with conditions of approval.

Personal Banking

22.31

Each employee shall be entitled to one (1) hour per month for the purpose of conducting their personal banking. This is exclusive of the one (1) hour for lunch. Family island members shall have a maximum of one (1) day for banking; except for extreme hardship areas where a maximum of three (3) days is allowed.

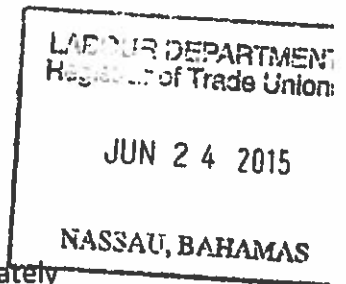
22.32

The principal shall compile a roster so that each employee may conduct their banking with minimal disruption to the school day.

ARTICLE 23: INJURIES IN THE COURSE OF EMPLOYMENT

23.1

An employee who is injured on the job shall report the accident immediately to his Principal/Supervisor and thereafter to the Shop Steward. The Principal shall immediately complete and submit the necessary NIB accident form/s and submit it to the Permanent Secretary or Director of Education. The Employer agrees to confirm in writing to the Union within forty-eight (48) hours that an accident has been reported by the Employee.



23.2

When an employee suffers a disabling injury arising out of, or in the course of employment, properly certified by a registered medical doctor, he shall be paid at his normal rate from the first day of the injury for a period not exceeding forty (40) consecutive weeks without loss of sick leave entitlement.

23.3

Should it be determined that the Employer is liable for the disabling work injury, then a period not exceeding fifty-two (52) consecutive weeks or the part of the period of fifty-two (52) consecutive weeks (inclusive of the 40 weeks mentioned in paragraph 23.2 of this Article) will be paid sick leave without loss of sick leave entitlement.

23.4

Any employee who suffers an accident while on duty which is covered by a certificate from a licensed medical practitioner shall be paid at his normal rate of pay the whole period as provided by the National Insurance Board. Claims for medical expenses arising from an injury sustained while on duty shall be processed in accordance with the National Insurance Board's "Industrial Benefits" provisions, without prejudice to the rights of the employee to seek any other remedy which may be available to him by law.

23.5

Where an employee returns to work after recovering from the injury, he shall be reinstated to his former position without loss of seniority or reduction in salary, provided that, in the judgment of the Employer, the employee can perform the same duties and responsibilities as before the accident. If the employee cannot do so, then another job will be sought provided he is employable. In the event that no suitable job exists, the employee may be retired on medical grounds in accordance with the provisions of the Pensions Act.

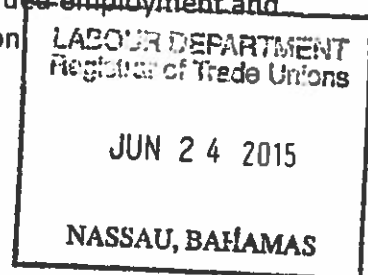
ARTICLE 24: MEDICAL REVIEW COMMITTEE AND BOARD

24.1

The Employer, in consultation with the Union, shall establish a Medical Review Committee, comprising three (3) representatives of the Employer and two (2) Union representatives for the purpose of investigating the employee's suitability for continued employment after an extended period of Sick Leave.

24.2

The Medical Review Committee will interview the employee who has been on extended sick leave beyond eighteen (18) months to investigate his suitability for continued employment and make recommendations to the Permanent Secretary, Ministry of Education



24.3

Where there is clear medical evidence from a licensed medical practitioner of an employee's physical or mental unsuitability for continued employment, the Permanent Secretary, Ministry of Education, may refer the matter to the Permanent Secretary responsible for The Public Service with his recommendation. The employee shall be advised of the process.

24.4

Where an employee's physical or mental unsuitability for continued employment is not apparent, or the medical evidence is inconclusive, the Permanent Secretary, Ministry of Education shall refer the matter, through the Permanent Secretary responsible for The Public Service, to the Public Service's Medical Review Board for evaluation.

24.5

The Medical Review Board shall conduct such physical or psychological examinations it may deem necessary. The Board shall advise the Permanent Secretary responsible for The Public Service of its evaluation regarding the employee's suitability for continued employment.

24.6

The Permanent Secretary, Ministry of Education, shall advise the Union of the decision based on the Medical Review Board's recommendation twenty (20) working days before any action is taken with regard to the employee's continued employment.

24.7

If it is determined that the employee is to be retired on medical grounds, the employee shall be entitled to notice in accordance with General Order 1579.

ARTICLE 25: RE-ENGAGEMENT OF FULL-TIME UNION OFFICERS

25.1

A full-time officer of the Union shall be granted unpaid leave for the period served. However, his years of service in the Union shall be included for the purposes of determining the eligibility of the officer for the grant of a pension or gratuity, in accordance with the Pensioners Act.

ARTICLE 26: DISCIPLINE

26.1

The Employer and the Union recognize and accept that, pursuant to Article 108 of the Constitution, the power to appoint public officers and to remove and exercise disciplinary control over them is vested in the Governor-General, acting in accordance with the advice of the Public Service Commission.

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26.2

The Union and Employer recognize and accept that the Governor-General may delegate any or all of the functions under the Public Service Commission Regulations to Permanent Secretaries or to such other authority or public officers as may be specified.

26.3

Acts of misconduct or breaches of discipline that may require investigation and disciplinary action shall be those that may be prescribed for the Public Service generally or which apply by virtue of any law or General Order. The penalties applicable shall be those that are prescribed by the Public Service Commission Regulations or any other law or rules.

ARTICLE 27: GRIEVANCE PROCEDURE

Purpose

27.1

It is recognized that complaints may arise between the Union and the Employer or between the Employer and any employee concerning the application of the terms and conditions of employment, as defined in the Agreement. The Employer and Union desire that these complaints be settled in an orderly, prompt and equitable manner so that the efficiency and effectiveness of the public school system may be maintained. The initiation or presentation of a complaint by an employee will not adversely affect his standing with the Employer.

General

27.2

The Employer and Union agree that the following provisions for a collective and individual grievance procedure supersede and replace the grievance provisions contained in the 1965 Recognition Agreement and the previous Industrial Agreements.

27.3

For the purpose of this Agreement a grievance is a complaint regarding the interpretation, meaning or application of this Industrial Agreement, including any question as to whether it has been misunderstood, misinterpreted or violated or any other complaint arising out of the terms and conditions of service of the employees covered by this Agreement.

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27.4

The Parties hereby agree that should any grievance arise between the Employer and the employee(s), and/or the Bahamas Union of Teachers and the Employer, an earnest effort shall be made to settle the complaint in accordance with the following provisions and any other applicable legislation.

Individual Grievance Procedure

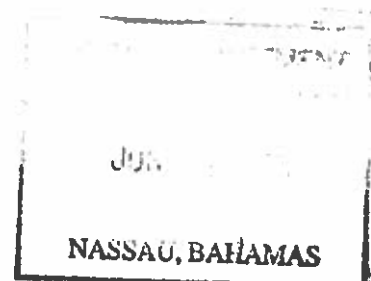
27.5

An employee has the right to make a complaint to his principal/supervisor. It is agreed that the Union may represent employees who present grievances to the principal/supervisor.

27.6

Grievances must be registered as soon as possible. However, it is agreed that delays may arise due to location or other unavoidable causes. In these cases, the Union must register complaints in a timely manner but in any event within thirty (30) working days from the date the complaint occurs. Complaints shall be dealt with in accordance with the following procedures:

- I An aggrieved employee or union representative shall, in the first instance, discuss the complaint with the Principal/Supervisor. The Principal/Supervisor shall be given five (5) working days to give his reply.
- II If a satisfactory solution is not arrived at, the employee or the Union may, within five (5) working days following the receipt of the reply, request a meeting with the District Superintendent/Management. Such requests shall include a complete statement and evidence in writing as to the nature of the complaint, and the Employer and the employee's/Union's representatives shall not exceed three (3) in number from each side at such meetings. The decision of the Employer's representative shall be confirmed in writing to the employee/Union within five (5) working days of the last of the said meetings.
- III If the matter is still not satisfactorily resolved, the employee/Union may, within five (5) working days of the receipt of such decision, request that the Supervisor of Human Resources in the Department of Education schedule a meeting with the Director within five (5) working days to seek resolution to the matter. The employee/representatives of the Union and the Employer at such meetings shall not exceed five (5) in number from each side. The decision of the Director shall be confirmed in writing to the employee/Secretary General of Union within five (5) working days of the last of the said meetings.



- IV Notwithstanding the provisions of the procedure outlined above, every employee who has disciplinary action taken against him or her shall have the right to appeal to the Permanent Secretary.
- V If the matter is still not satisfactory resolved, the employee/Union may take such steps as are available under the provisions of the Industrial Relations Act and/or the employee may take such steps as are available under the Public Service Commission Regulations.

Collective Grievance Procedure/Prevention and Settlement of General Disputes

27.7

If the Employer considers that any section of this Agreement is being misunderstood, misinterpreted or violated in any respect by the Union and/or employees, it may within thirty (30) days of becoming aware of an occurrence which it claims demonstrates such misunderstanding, misinterpretation or violation, file a complaint with the Union in writing and cause the matter to be discussed and dealt with. If the matter is not satisfactorily resolved, the Employer may take such steps as are available under the Industrial Relations Act.

27.8

If the Union considers that any section of this Agreement is being misunderstood, misinterpreted or violated in any respect by the Employer, it may within thirty (30) days of becoming aware of such an occurrence which it claims demonstrates such misunderstanding, misinterpretation or violation, file a complaint with the Employer in writing and cause the matter to be discussed and dealt with. If the matter is not satisfactorily resolved, the Union may take such steps as are provided under the Industrial Relations Act.

27.9

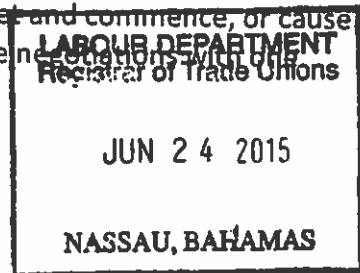
Subject to Section 52 (1) of the Industrial Relations Act, should either party to this Agreement desire to amend the same so as to alter the terms or conditions of employment of the employees covered under this Industrial Agreement, such party shall notify the other in writing of its intention and forward, with the notice, its proposed amendment(s) in writing.

27.10

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

27.11

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 authorized representatives to meet on their behalf and commence negotiations with the other another with a view to settling the term of the amendment (s).



27.12

Should the party receiving the said Notice fail to enter into or commence negotiations with the another party within forty-five (45) days from aforesaid, or within such time as the parties have agreed, the party proposing the said amendment(s) may thereafter report a trade dispute to the Minister responsible for Labour pursuant to Section 68 of the Act.

27.13

Should the parties commence negotiations within the said forty-five (45) days or within the agreed time, but fail to arrive at a settlement of the terms of the amendment(s) within sixty (60) days from the commencement of the said negotiations, either party may thereafter report a trade dispute to the Minister responsible for Labour Pursuant to Section 68 of the Act.

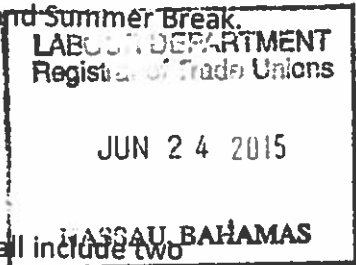
ARTICLE 28: SCHOOL YEAR

28.1

The days for school attendance shall be a minimum of 196 days per year, inclusive of two teachers' workdays, two professional days, two sport days, two fun days, and World Teachers' Day.

28.2

Institutional leave shall include the Christmas Break, Easter Break and Summer Break.



World Teachers' Day

28.3

The parties agree to establish a Committee and that Committee shall include two representatives from the BUT, to oversee the observance of World Teachers Day. The scope of the committee shall include but not be limited to the following:

- a. The publishing of a Proclamation from the Prime Minister for World Teachers Day;
- b. Reading of the World Teachers' Day Message from UNESCO/ILO/EI on radio and television, and publishing it in the newspapers;
- c. Presentation of awards to deserving teachers nationally at an appropriate venue, for e.g.: most outstanding: teachers' aide; teacher: pre-school, primary, junior high school, senior high school; most outstanding principal.
- d. Salute of the Teaching Profession by School Boards, Parent Teachers' Associations and Non-Governmental Organizations;
- e. The Parties agree to liaise with the Press and encourage it to cover all World Teachers Day events, and to conduct its own salute to the Teaching Profession.

28.4

The employer and the Union agree that the school year shall end no later than the 23rd June provided that this shall not limit the ability of the Minister to determine the beginning and end of school terms in accordance with the provisions of the Education Act.

Midterm Breaks

28.5

The Employer and Union agree that there shall be two mid-term breaks during the school year totalling four (4) days: two (2) days each during the months of October and February.

Public Holidays

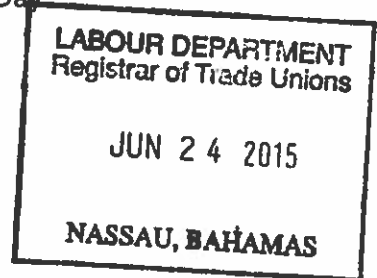
28.6

All employees covered by this Agreement shall be paid their normal rate of pay in respect of the following Public Holidays and other days declared as a public holiday by the Employer:

New Year's Day
Majority Rule Day
Good Friday
Easter Monday

Whit Monday
Randol Fawkes Labour Day
Independence Day
Emancipation Day

National Heroes Day
Christmas Day
Boxing Day



Work Day

28.7

The following are length of the work day for teachers and teachers' aides:

- (a) The normal work day for a teacher posted at a school shall be from 8:45 a.m. to 3:15 p.m., that is, six and a half (6 1/2) hours, and shall include lunch and break times.
- (b) The normal work day for a teacher's aide posted at a school shall be from 8:00 a.m. to 4:00 p.m., that is, eight (8) hours, and shall include lunch and break times.

28.8

Teachers may leave the work location during non-teaching periods provided that prior approval has been given by the Principal or designated administrator. While approval is not required to leave the compound during the lunch or break period, the teacher should inform his immediate supervisor as a matter of courtesy.

28.9

The Employer shall provide sign-in and sign-out sheets or some other method to monitor teachers' attendance and punctuality. These sheets or facilities shall be placed in a designated area accessible to all teachers.

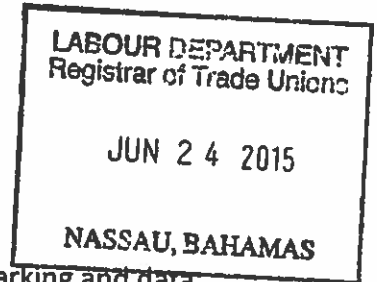
28.10

An employee, who is unable to report to work at the due time, shall notify his Principal or designated supervisor immediately or no later than 9:30 am. At this time the employee shall indicate the reason for his lateness or absence from work. An employee who does not report to work by 11:00 a.m., unless otherwise agreed with the Principal or designated supervisor, shall be deemed absent.

28.11

The Employee who leaves work at 12 noon or thereafter due to illness or personal injury shall be deemed present for the whole day. Upon his return on the following day he shall not be required to provide a Medical Certificate.

ARTICLE 29: PLANNING and PREPARATION



General

29.1

At all schools, the Principal shall schedule time for planning, preparation, marking and data entry. The Principal or supervising administrator shall assist teachers in utilizing planning/preparation time by providing materials and relevant information requested by staff or individual teachers, consistent with resources. Teachers shall use non-teaching periods for planning, preparation and marking where possible.

29.2 The planning sessions shall be between the hours of 8:45am and 3:15pm unless it is agreed unanimously by the teachers affected that the planning time shall be outside of school hours.

Record- Keeping

29.3

All teachers involved in the instruction of students shall keep the following records and such other records as may be determined by the Employer: student attendance register (pre-school, primary and homeroom teachers), scheme of work, forecast, lesson plans (if not exempted) and mark book.

29.4

Teachers performing homeroom duties at all levels shall be required to assist the Guidance and Counselling Departments with updating student confidential records during the first and third terms. No teacher shall be exempted from homeroom duties.

29.5

The Employer agrees to implement a national digital record-keeping programme with immediate effect. The Parties agree that the Employer shall provide teachers with requisite training for the same prior to the launch of the programme.

Lesson Plans

29.6

Each teacher coming into the system is required to write one (1) detailed lesson plan each week and for any formal evaluation. After five (5) years of service and three (3) consecutive years of Above Average Annual Confidential Reports (ACRs), the Principal shall exempt the teacher from writing a weekly lesson plan and a copy of the letter of exemption shall be placed on the teacher's official file. If the teacher is reassigned to a new school, consideration may be given to the letter of exemption issued at the previous school.

29.7

The Employer and the Union agree that any teacher who has completed ten (10) years of service and whose performance is Above Average for three (3) consecutive years may write the Director requesting exemption from submitting the weekly lesson plan. If granted, the teacher concerned will be provided a letter of exemption within fourteen (14) days.

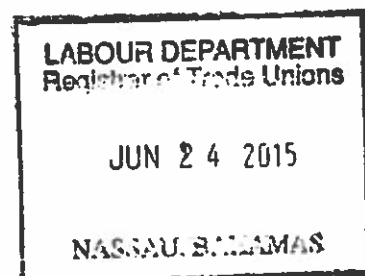
Lunch Breaks

29.8

Each Employee, inclusive of Teacher's Aides, shall be entitled to a break period of an aggregate of one hour during the workday.

29.9

The Principal shall compile a roster of administrative staff (Principal, Vice Principal(s), Senior Master(s)/Mistress(es), Year Heads and Subject Coordinator(s), Team Leader(s) and Teachers Aides to supervise students during the break periods.



Non-teaching periods

29.10

Subject to the availability of resources, the Employer shall endeavour to ensure that all school teachers have no fewer than five (5) non- teaching periods for the five period day, and four (4) non- teaching periods for the four period day.

ARTICLE 30: EXTRA-CURRICULAR ACTIVITIES

30.1

While the parties consider it desirable that teachers participate in extra-curricular duties in order to achieve the goals of the Public School System, it is recognized by the parties that any such involvement shall be optional, including participation in, supervising, administrating, directing or coaching extra-curricular activities.

30.2

Extra-curricular activities shall include, but not be limited to, the following: coaching debating teams, assisting with cadets, drama, Junkanoo, spelling bee, cheerleading, step team, training and coaching students involved in sports, post-school activities and conducting after school classes. The Employer agrees to compensate teachers in accordance with the amounts provided for in this Agreement (see Article 41).

ARTICLE 31: SUBSTITUTION and EXTRA DUTIES

31.1

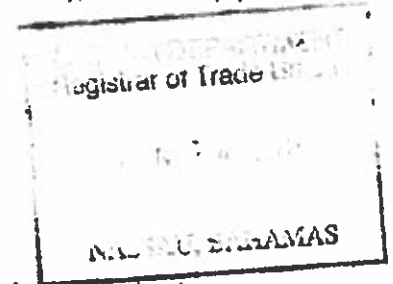
The Employer agrees to make every effort to ensure that substitute or replacement teachers are provided for classes where teachers are absent.

31.2

The Employer, as a matter of policy, agrees that as far as it is practicable the Principal and other members of the school administration shall assist with substitutions when other teachers are teaching. The Principal shall be free to determine the number of administrators necessary to ensure the proper management of the school, and make assignments accordingly.

31.3

The Employer agrees to enhance the Supply Teachers Programme to address the problems of substitution.

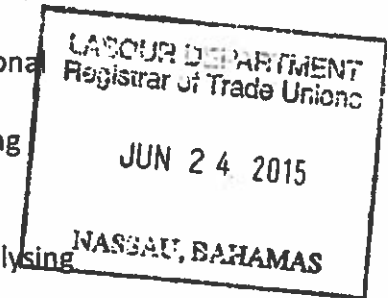


ARTICLE 32: DUTIES OF TEACHERS

32.1

In addition to specific duties outlined in this Agreement, it is the duty of all teachers in the public school system to:

- a. respect the rights of students and stakeholders;
- b. plan for and teach diligently the subject and course of study prescribed by the educational authorities;
- c. engage in a minimum of twenty-five (25) hours of professional development activities, annually as per article 11.6;
- d. implement teaching strategies that foster a positive learning environment;
- e. encourage students in the pursuit of learning;
- f. monitor the effectiveness of the teaching strategies by analysing outcomes;
- g. conduct such evaluations as are necessary to document student progress or as may be required by the Department of Education;
- h. take all reasonable steps to create and maintain an orderly and safe learning environment;
- i. engage in non-teaching duties to foster and promote student development;
- j. maintain appropriate order and discipline in the room for which the teacher has charge;
- k. assist with maintaining order and discipline within the school by informing/reporting to Administration, security or the police;
- l. maintain an attitude of concern for the dignity and welfare of each student and encourage in each student an attitude of concern for the dignity and welfare of others and a respect for religion, morality, truth, justice, love of country, humanity, equality, industry, temperance and all other virtues;
- m. reasonably attend to the health, comfort and safety of students;
- n. report immediately to the principal and shop steward the existence of any infectious or contagious disease or any acts of impropriety or the existence of any unsanitary condition in the school buildings or surroundings;
- o. keep accurate attendance records and report absent students to the principal;
- p. keep such records as are required by the school administration or the Minister and permit the inspection of those records by the Principal or another administrator;
- q. communicate regularly with parents in accordance with school or educational policies and attend all staff and PTA meetings;



- r. serve, to the extent reasonable, on committees established within the school to improve student achievement and the public school system; and
- s. perform other duties as are prescribed by the Minister under the Education Act and any Regulations made pursuant thereto.

ARTICLE 33: PROFESSIONAL CONDUCT



Dress Code

33.1

The Parties agree that the dress code shall be in compliance with General Order 927 (A).

Conflict of Interest

33.2

The Provisions of this Article are in addition to and not in substitution of any rules regulating such conduct in General Orders or any other terms and conditions of employment which apply to the Public Service by virtue of any law.

33.3

The Employer and the Union are cognizant that, within the Public Service, an employee may be in a position to exploit his official capacity for his personal benefit. Mindful that a conflict of interest may arise from time to time during the employee's performance of his duty, the Parties agree the following guidelines:

- a) The remuneration of an employee is fixed under the assumption that he will be available to serve the Employer subject to the provisions of this agreement. He is prohibited from engaging in any activity which involves a conflict of interest for the employee or detracts from the Employer's public image or impairs the employee's ability to fulfil his normal functions;
- b) No employee shall hold any other public or private employment or engage in any occupation/profession which, in the Employer's opinion, is incompatible with the proper performance of his official duties;
- c) An employee, who has reasonable grounds to believe that he has a conflict of interest in a matter, must immediately bring this matter to the attention of the Head of Department.

33.4

For the purposes of this Agreement, an employee has a conflict of interest when the employee exercises an official power or performs an official duty or function in the execution of his office and at the same time knows that in the performance of that duty or function or in the exercise of that power there is the opportunity to further his private interest.

Confidential Information

33.5

An employee shall not use information that is gained in the execution of his office and which is not available to the general public to further or seek to further the employee's private interest.

Influence

33.6

An employee shall not use his office to seek to influence a decision to be made by another person to further the employee's private interest.

Accepting Extra Benefits

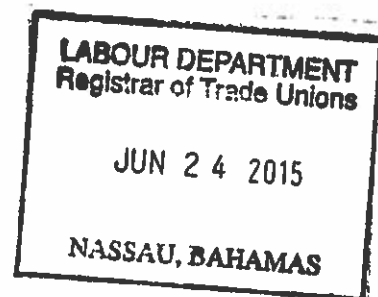
33.7

An employee shall not accept any fees, gifts or personal benefits directly connected with the performance of his duties of office. This shall not apply to gifts or tokens of appreciation.

Private Work

33.8

An employee shall not engage in employment or in the practice of a profession, hold an office or directorship, if any these activities are likely to conflict with the employee's public duties. Exceptions may be made to the prohibition against the undertaking of private work. Prior written approval must be obtained from the Permanent Secretary with responsibility for the Public Service.



Financial Propriety

33.9

All members of this Bargaining Unit shall not receive monies directly from students/parents or any other persons for any service or activity unless authorized by the Director of Education. This extends to matters such as the sale of school supplies, food, fun days, registration fees, and the use of equipment and facilities.

33.10

No member of the Bargaining Unit shall encourage or instruct students to solicit funds from the public unless authorized by the Director of Education.

33.11

When funds are received from students/parents for any official purpose, receipts must be provided at all times.

33.12

Records of all receipts and payments must be forwarded on a quarterly basis to the Director of Education through the Principal and presented to the respective Parent Teacher Association (PTA).

Inappropriate Contact with Student

33.13

The employee shall not abuse his position of trust with the student to importune or solicit sexual favours, or engage in indiscreet or illicit conduct or any form of inappropriate behaviour with students.

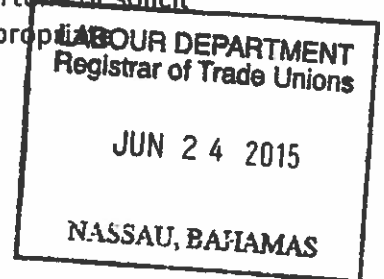
Sexual Harassment

33.14

The definition of sexual harassment deployed in this Article is in addition to and not in substitution for the definition found in the Sexual Offences and Domestic Violence Act. The Employer and the Union recognize and agree that to the extent that this definition exceeds the statutory one, it is intended to provide guidance for the conduct of employees and management.

33.15

The Employer's position is that sexual harassment is a form of misconduct that undermines the integrity of the employment relationship. All employees have the right to work in an environment free from all forms of discrimination and conduct which can be considered



harassing, coercive, or disruptive, including sexual harassment. Anyone engaging in such conduct may be subject to disciplinary action.

33.16

For the purpose of this Agreement, sexual harassment is defined as any unwanted physical, verbal or visual sexual advance, request for sexual favours, and other sexually-oriented conduct which is offensive or objectionable to the recipient, including, but not limited to: epithets, derogatory or suggestive comments, slurs or gestures and offensive posters, cartoons, pictures, emails, texts, social media postings, telephone calls or drawings. Unwelcomed sexual advances (either verbal or physical), requests for favours and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- a) Submission to such conduct is either an explicit or implicit term or condition of employment;
- b) Submission to or rejection of the conduct is used as a basis for making employment decisions; or
- c) The conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

33.17

Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behaviour that is not welcome, that is personally offensive, and that debilitates morale and interferes with work effectiveness.

33.18

If an employee feels that he has been the recipient of sexually harassing behaviour, he may report it in writing immediately to the Principal/Supervisor. At his option, the employee may also report the matter to the Shop Steward. The employee may follow up his complaint verbally or in writing.

33.19

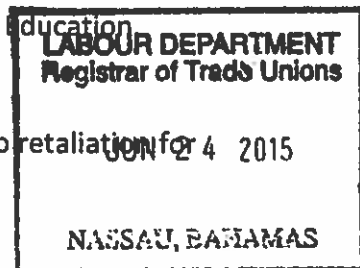
If the administrator/supervisor initiates the sexual harassment, the conduct should be reported to the next senior administrator/supervisor and the Director of Education.

33.20

The employee's position will be protected and he will not be subjected to retaliation for making a complaint.

33.21

The Head of Department or his designate will document the complaint within five (5) working days after a written complaint is made. A report of the incident along with any recommendations shall be forwarded to the Head of Department for necessary action. The



matter shall be referred to the relevant authorities in appropriate cases and where required by law.

Rights of employees against false allegations

33.22

Any student, parent and/or guardian who makes false allegations against an administrator, teacher or any other education personnel may be charged before the court.

The employee shall have the right to report the matter to the police with a view to charges being brought against the person(s) making the false accusation(s).

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ARTICLE 34: SUBSTANCE ABUSE/ADDICTION

34.1

The Employer recognizes that substance abuse or any form of addiction can have serious effects on an employee's productivity and job performance. Additionally, they pose risks to the safety of the employee and his co-workers, and serve to undermine the public's confidence in and the reputation of the Service.

34.2

Both parties agree to educate employees relative to the dangers and effects of substance abuse and any form of addiction.

34.3

Drug addiction or dependency should be diagnosed and treated at the earliest possible stage in the best interest of the employee and the Employer. The Employer will offer counselling and medical assistance to any employee having an addiction or any form of substance abuse that affect the level of performance, productivity, morale, motivation, health and security of the employees.

34.4

If the employee's job performance and/or behaviour constantly fall below standard, because of substance abuse or any other addiction, a meeting shall be held with the member, the Union and the Employer prior to the referral to the Medical Board.

- a. The meeting is to determine whether or not the employee will voluntarily attend sessions at Employee Assistance Programme or another counselling programme within thirty (30) days of the meeting.
- b. Refusal of the employee to attend the meeting will result in a recommendation by the Principal to the Director of Education for

disciplinary actions, which can include but not limited to referral to the Medical Board or retirement in the public interest.

34.5

The right is reserved upon recommendation of the Medical Board, to require an employee to submit to a medical test by a licensed medical doctor designated by the Employer. An employee failing to comply with the recommendation of the Medical Board to seek professional assistance may be subject to termination.

34.6

The employee shall be advised in writing that the Employer will bear the cost of the treatment provided under the above guidelines for a maximum of three (3) sessions. The Employer may recommend a private facility for insured employees and shall recommend a public facility for an uninsured employee. Any recurrence after the third treatment may result in termination.

34.7

The Employer will bear the cost to transport the employee to the nearest medical facility where none is available on that Family Island.

ARTICLE 35: COMMUNICATION CHANNELS

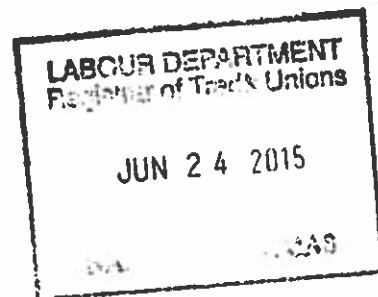
35.1

The Parties agree to promote effective lines of communication at all levels of the public school system between teachers and administrators to reduce the number of complaints.

Parent-Teacher Communication

35.2

The parties agree that every possible effort should be made to promote close co-operation between teachers and parents in the interest of students.



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ARTICLE 36: MULTI-GRADE TEACHING

36.1

The parties acknowledge that some teachers will be required to teach classes made up of students from different grade levels.

36.2

A teacher involved in multi-grade teaching and who functions as the sole teacher (principal teacher) in the school shall be eligible to receive an allowance as provided for in Article 41.

36.3

The Parties agree that teachers of multi-grade classes shall have direct, constant access to assistance and support, for example, via The Bahamas Learning Channel.

ARTICLE 37: ADMINISTRATIVE POSTING

37.1

A teacher who is assigned non-teaching duties for a temporary period shall continue to enjoy his teaching status for the duration of the assignment, provided that such a person may be required to work the normal hours prescribed for such a post and may be entitled to the leave and benefits attached thereto.

37.2

The Employer and the Union agree that:

- a. A member of the Bargaining Unit may be assigned to a non-teaching position. After twelve (12) months the Ministry shall recommend to the Ministry of The Public Service the reclassification or promotion of the officer.
- b. In the event that the officer is deemed unsuitable for the posting then he may be reassigned or may revert to his substantive post.
- c. The teacher's salary shall not be reduced as a result of such reclassification.

ARTICLE 38: GROUP INSURANCE

38.1

The Employer shall continue to maintain a Group Medical and Life Insurance Benefits Plan ("the Plan") unless and until a National Health Insurance Plan is implemented by the Government of The Bahamas.

38.2

On the implementation of a National Health Insurance Plan, the Plan maintained by the Employer shall cease within six months of such implementation of the National Health Insurance Plan.

38.3

Should a National Health Insurance Plan not be commenced by July 2016, then the Employer and the Union agree that all employees shall contribute 20% of the cost above the insurance cap agreed for the Plan, and the Employer shall pay the balance of 80% of such agreed cost cap of the Plan.

38.4

The Employer and the Union further agree to discuss any supplemental insurance coverage once a National Health Insurance Plan is implemented.

38.5

The Employer shall consult with the Union on any additional proposed changes to the Plan.

38.6

While the Plan remains in existence, coverage will continue to be extended to retirees at the retirees' sole option and expense. No coverage can be extended on cessation of the Plan.

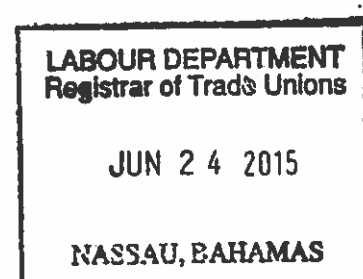
ARTICLE 39: TEACHERS ON CONTRACT

39.1

Teachers employed by the Ministry of Education under a contract of employment or a contract for a fixed period of time shall be governed by the terms of their contract, provided that such "contract officers" shall not be considered "public officers" or their service "public service" for the purposes of the Pensions Act (Ch.43).

39.2

For the purpose of this Article, "contract officers" have the meaning assigned thereof by section 2 of the Public Service Act (Chapter 39).



ARTICLE 40: HOUSING ASSISTANCE POLICY

General

40.1

The Parties agree that the housing assistance policy for this agreement remains the same as found in the 2010-2013 Industrial Agreement.

40.2

The Parties agree that for the purpose of this Agreement, rental allowance, rental assistance and rental subsidy shall be synonymous.

40.3

The Parties agree to the following:

- a. Members of the Bargaining Unit posted to any island other than New Providence shall be eligible for housing assistance.
- b. Members of the Bargaining Unit normally resident on an island at the time of recruitment/hiring shall not be eligible for housing assistance if posted on that same island.
- c. A member posted to a Family Island is eligible for housing assistance without regard to marital status or any other relation.
- d. If two or more members who are eligible for housing assistance, share accommodation for which the rent is less than the combined rental assistance, only the rent for such accommodation shall be paid.
- e. A member of the Bargaining Unit posted to a Family Island shall be eligible for rental subsidy for a maximum period of five (5) years.
- f. The acquisition of a mortgage while receiving housing assistance shall not prohibit a member of the Bargaining Unit from continuing to receive the subsidy for the duration of the five year period of eligibility. However, he shall not be eligible for an extension to the housing assistance.
- g. No member of this Bargaining Unit shall receive housing assistance for a period exceeding five years without receiving an approved extension. An employee applying for extensions should make application no later than 31st March of each year. The employee shall receive a letter or response no later than the third (3rd) Monday in June each year.
- h. The housing assistance shall be seven hundred dollars \$700.00 per month.
- i. A member who requests reassignment to a Family Island shall have his application considered by the Director of Education. The Director shall approve the application based on the exigencies of the service.
- j. If the application is considered favourably, housing assistance shall be approved if the officer has not exhausted the five years maximum period of eligibility. Housing assistance shall be approved for five (5) years if he has never received it. If the member

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had previously applied for and received housing allowance for a period less than the five years maximum period of eligibility, then housing assistance shall be approved for the unused portion of the five years remaining.

- k. If the Employer required a member of this Bargaining Unit to continue in a post on a Family Island after he has exhausted the maximum period for rental assistance, the Employer shall notify the member in writing by March 31st of each year. The rental subsidy shall be extended for the duration of the extra period that the Employer requires the member to stay.

Grand Bahama

40.4

The Parties agree that:

- a. Members of this Bargaining Unit recruited/hired in Grand Bahama who are normally resident at the time of recruitment/hiring shall not be eligible for housing assistance.
- b. The period of eligibility for housing assistance in Freeport and Eight Mile Rock shall be a maximum of five (5) years.
- c. The communities of East End and West End shall be treated the same as the Family Islands.

Family Island Cottages

40.5

The Parties agree that:

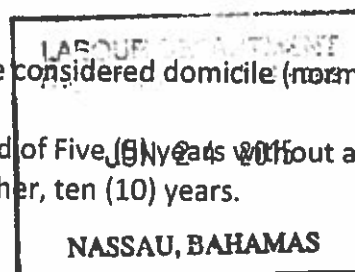
- a. As far as practicable, the Employer shall reserve the use of cottages in the Family Islands for teachers.
- b. The Employer shall be responsible for the maintenance and general upkeep of cottages.
- c. Any member of the Bargaining Unit who intentionally damages a cottage shall forfeit its use and he shall pay for the repairs.
- d. Teachers shall be given first preference to purchase cottages which the Employer offers for sale.

Domicility

40.6

The Parties agree that a member of this Bargaining Unit may be considered domicile (normally resident) for one or more of the following reasons:

- a. He received housing assistance for a period of Five (5) years without an extension, and in the case of a principal teacher, ten (10) years.



- b. He lives on the island where posted
- c. He is posted in New Providence.
- d. He is a graduate from an accredited tertiary institution in New Providence and shall be considered domiciled in New Providence.
- e. He is a graduate from an accredited tertiary institution in Grand Bahama and shall be considered domiciled in Grand Bahama.

40.7

An employee currently assigned to an island/settlement other than his normal place of residence shall not normally be paid Housing Assistance beyond five years from the date of posting. However, in the case of the islands and settlements identified in Appendix I: Schedule of Areas for Extension of Housing Assistance, such assistance may be extended for further periods at the discretion of the Employer, depending on the exigencies of the circumstances.

40.8

The Employer and the Union agree that prior to the cessation of rental assistance, employees shall receive no less than six (6) months' notice.

40.9

An employee desirous of obtaining an extension of the housing assistance shall make a request in writing to the Director of Education at least six (6) months before the expiration of the period of eligibility. The Employee shall receive a response within three (3) months Appendix I: Schedule of Areas for Extension of Housing Assistance.

40.10

Pursuant to the *Commonwealth Teacher Recruitment Protocol*, the Parties agree that the Employer shall inform expatriate teachers about its terms and conditions of service, including its housing policy, while recruiting them.

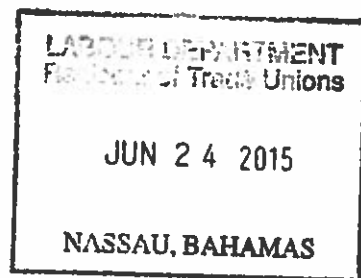
ARTICLE 41: COMPENSATION

Itinerant Allowance

41.1

Itinerant Teachers shall receive allowances as follows:

	New Providence	Grand Bahama & Family Islands
Two Schools	\$1,000	\$1,500
Three or more schools	\$1,500	\$2,000



Subsistence Allowance

41.2

Daily allowances for officers traveling within The Commonwealth of The Bahamas shall be paid at the rate of seventy dollars (\$70.00). Daily allowances for international travel shall be at the rate of one hundred dollars (\$100.00) per day. This is intended to cover meals, laundry and all sundry expenses, excluding housing and transportation.

Hardship Allowance

41.3

A sum of \$1,200 per annum will be paid to non-domiciled employees posted in the following locations:

ISLAND	SETTLEMENT
ACKLINS	All Settlements
CROOKED ISLAND	All Settlements
FORTUNE ISLAND	Long Cay
MAYAGUANA	All Settlements
RAGGED ISLAND	Duncan Town
RUM CAY	Port Nelson

Note: The schedule from the 2010 – 2013 Industrial Agreement (inclusive of Behring Point, Andros in the less severe hardship category) shall remain in force until the implementation of the new schedule has been mutually agreed.

Disturbance Allowance

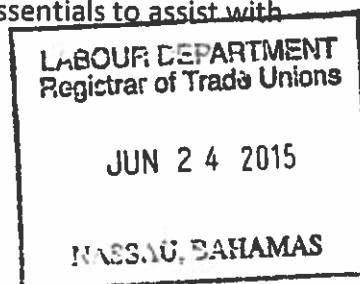
41.4

Employees posted away from their place of domicile in excess of three months should be paid a disturbance allowance of \$300.00 per month (this is to assist with monthly utility expenses). Employees posted in hardship areas shall receive a hardship allowance of \$1,200 per annum.

Geographical Posting Allowance

41.5

Members of the Bargaining Unit who are Geographically Posted shall receive a one-time payment of \$2,650.00 which represents electricity, phone, and essentials to assist with relocation.



Responsibility Allowances

41.6

Principals are requested to make recommendations for the appointment of teaching staff to posts of responsibility by the 30th September of each academic year. To the extent possible, trained teachers should be appointed these posts; the allowance of which will be paid in accordance with Article 41.8 – 41.11 within the fiscal year. It is the general policy of the Employer that posts of responsibility be rotated and principals must justify appointments that extend beyond the two (2) year period.

41.7

The Employer and the Union agree that the designated non-substantive posts shall be granted responsibility allowances as indicated below.

41.8

Responsibility Allowances are payable as follows:

Senior Assistant

Family Island High School

Roll 251 and above

Roll 100-250

Roll less than 100

Amounts

\$1,450 per annum

\$1,000 per annum

\$ 500 per annum

Primary Schools

Grade 'B'

Grade 'C'

Grade 'D'

Ungraded

\$1,000 per annum

\$ 750 per annum

\$ 500 per annum

\$ 250 per annum

Note: Effective August 2015 this job title will become redundant.

Subject Coordinators

41.9

The number of Subject Coordinators in each high school in New Providence and Grand Bahama shall not exceed seventeen (17). Annual Allowances are based on the number of teachers to be supervised by each Subject Coordinator as follows:

Two persons

Three to six persons

Seven to ten persons

More than ten persons

\$ 750 per annum

\$ 1,250 per annum

\$ 1,450 per annum

\$ 1,750 per annum

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Team Leaders Primary School

41.10

The Principal at a Team Teaching school shall appoint a team leader for each grade level. The team leader shall receive an allowance of one thousand two hundred and fifty dollars (\$1,250.00) per annum.

Grade Level Heads Primary Schools

41.11

Principals shall appoint Grade Level Heads who shall receive annual allowances as follows:

Grade A	\$1,250 per annum
Grade B	\$ 1,000 per annum
Grade C	\$ 750 per annum

Extra – Curricular Activities Allowances

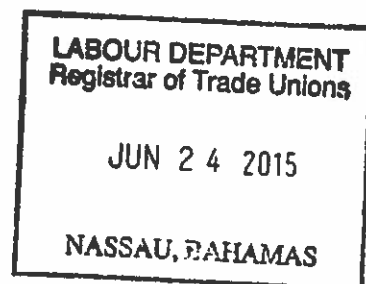
41.12

The Employer and the Union agree that it is necessary for teachers to engage in extra-curricular activities associated with student development in order to achieve the goals of education. The Employer agrees to compensate teachers who engage in extra-curricular activities approved by the Employer at the rates displayed below.

Coaching Allowance

41.13

Teachers who perform coaching duties after their normal working hours shall receive a Coaching Allowance at the rate of one thousand five hundred (\$1,500) dollars per annum per sport up to a maximum of three (3) sports per year. Approval must be obtained from the director of Education for coaching more than three (3) sports in any school year. The Employer and the Union agree the rate of the coaching allowance. The parties agree that this article is subject to further negotiations on the terms and conditions of the Coaching Allowance.



41.14

The Employer and the Union agree that the President and Secretary of Government Primary and Secondary School Sporting Associations recognized by the Department of Education, shall be granted an annual allowance of \$1,000 and \$500, respectively.

Extended Learning Programme

41.15

Teachers who facilitate summer and after – school activities shall receive an allowance of (\$20) twenty dollars per hour for instructional time.

Multi – Grade Allowance

41.16

Teachers eligible for multi-grade allowance as specified at Article 36 of this Agreement shall be paid an allowance of \$350 per annum.

Pre-school Allowance

41.17

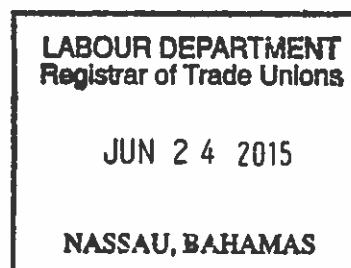
The principal of a stand-alone pre-school shall receive an allowance of \$1,500 per annum. There shall be one Pre-school Team Leader to assist the Principal who shall receive an allowance of \$250 per annum. A pre-school coordinator posted at a primary/all-age school shall receive an allowance of \$250 per annum.

Note: Effective September 2015, all stand-alone pre-school having a minimum enrolment of 80 students will be classified as a Grade D School. A suitable Principal shall be appointed to each of them.

Special School/Programmes/Units Allowances

41.19

Teachers assigned to a Special School or Unit shall be granted an allowance of \$750 per annum. Teacher's Aides assigned to a Special School or Unit shall be granted an allowance of \$500 per annum.



Schedule of Special Schools/Programmes/Units

School for the Blind	P.A.C.E. (NP)	Palmdale Primary
Centre for the Deaf	P.A.C.E. (GB)	Sadie Curtis Primary
Programme S.U.R.E. (NP)	Stapledon	Thelma Gibson Primary
Programme S.U.R.E. (GB)	T.A.P.S.	Anatol Rodgers High
School for Special Needs (Exuma)	Beacon School	S.C. McPherson Junior
Centre for Exceptional Learners (Eleuthera)	Simpson Penn School	Hospital School
Marjorie Davis Institute for Special Education	Garvin Tynes Primary	

General

41.20

The salaries for all teachers and employees covered by this Agreement shall be those established by the Public Service, as may be revised from time to time by the Government, or as may be agreed between the Employer and the Union.

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Salary Increases and Benefits

41.21

The salaries of all employees covered under this agreement shall be increased and a lump sum benefit paid as follows:

NEWSPAPER BAHAMAS

Year 1	July 2013 – June 2014	Normal increment
Year 2	July 2014 – June 2015	Normal increment plus a lump sum payment equivalent to one normal increment (lump sum to be paid at signing)
Year 3	July 2015 – June 2016	Normal increment plus a lump sum payment equivalent to one normal increment (lump sum to be paid September 2015) and a salary/career path review
Year 4	July 2016 – June 2017	Normal increment plus a salary increase equivalent to two (2) increments in addition to the extension of the salary scales by two increments (salary increase to be paid September 2016)
Year 5	July 2017 – June 2018	Normal increment plus a lump sum payment in the amount of \$1,000 (lump sum to be paid September 2017)

41.24

In the case of economic displacement, the Employer and the Union agree that any payments indicated in this Agreement may be deferred for a specified period of time after the Employer has consulted with the Union.

41.25

The Employer undertakes to review the adjustment of the maximum pension payable by NIB to employees reaching the mandatory age of retirement during the life of this agreement and advise the Union of its decision no later than the 2015/16 year of this Industrial Agreement.

ARTICLE 42: BINDING CLAUSE

42.1

This Agreement applies to and is binding (subject to the Provision of article 44) on the Union, the Employees and Employer representatives, and those bound by this Agreement shall carry out in a reasonable manner the provisions of this Agreement.

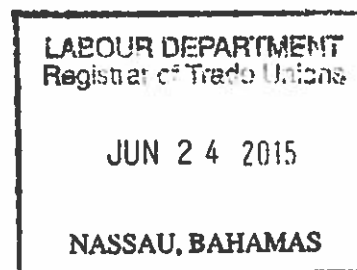
ARTICLE 43: DURATION OF AGREEMENT

43.1


This Agreement covers the period from 1st July 2013 and becomes effective upon registration by the Registrar of Trade Unions and shall remain in force until 30th day of June 2018.

43.2

Either party may give notice to begin negotiations on a new Agreement at least six (6) months prior to its expiration. The terms and conditions contained in this Agreement shall remain in force until the new agreement takes effect.



FOR AND ON BEHALF OF THE GOVERNMENT OF THE COMMONWEALTH OF THE BAHAMAS:



Hon. Jerome Fitzgerald, M.P.,
Minister of Education, Science & Technology



Witnessed by Hyacinth Pratt (Mrs.)
Permanent Secretary, Ministry of The Public Service

**MINISTRY OF THE
PUBLIC SERVICE**

APR 29 2015

PERMANENT SECRETARY OFFICE

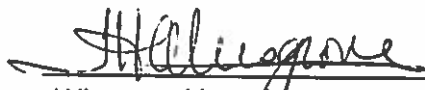


Witnessed by Keith Archer (Mr.)
Lead Negotiator

FOR AND ON BEHALF OF THE BAHAMAS UNION OF TEACHERS:



Zane Lightbourne (Mr.)
Acting President

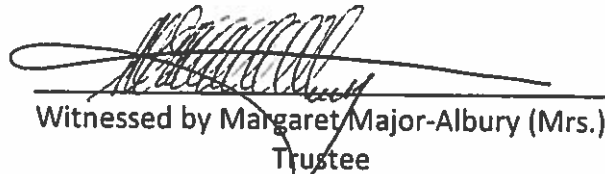


Witnessed by John Musgrove (Mr.)
Secretary General

**LABOUR DEPARTMENT
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Witnessed by Margaret Major-Albury (Mrs.)
Trustee

Signed this 29th day April, 2015 at Nassau, New Providence, Commonwealth of the Bahamas

Appendix I: Schedule of Areas for Extension of Housing Assistance

Island	Settlements
Abaco	Crossing Rocks, Cherokee Sound, Fox Town, Grand Cay, Great Guana Cay, Hope Town, Man-O-War Cay, Moore's Island and Sandy Point,
Acklins	All Settlements
Cat Island	All Settlements
Crooked Island	All Settlements
Eleuthera	Current Island
Exuma	Black Point, Staniel Cay and Farmer's Cay
Grand Bahama	Mcclean's Town, Sweeting's Cay and Water Cay
Inagua	All Settlements
Long Cay	Albert Town
Mayaguana	All Settlements
Ragged Island	Duncan Town
Rum Cay	Port Nelson
San Salvador	All Settlements

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