

**An Agreement between
The Bermuda Government
And
The Bermuda Industrial Union**

1st January 2005 - 31st December 2007

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PREAMBLE

Agreement between the Bermuda Government hereinafter referred to as the Employer and the Bermuda Industrial Union, hereinafter referred to as the Union for all permanent and industrial positions, in which the post holder is normally paid on an hourly, daily, weekly or monthly basis:

ARTICLE 1

Purpose

To promote and maintain harmonious relations between the Employer and its Employees, to set forth an Agreement for the regulation of conditions of employment in order to protect and advance the general welfare of the Employees; to secure prompt and fair disposition of Employees' grievances and to achieve the highest level of efficiency in work and production which is consistent with safety and good health.

The Employer and the Union recognise that this Agreement imposes serious duties and responsibilities which at all times must be faithfully observed and both parties pledge themselves to comply with its provisions and to co-operate in good faith to promote within the framework of the Agreement the establishment and continuance of harmonious relations between the Employer and its Employees.

ARTICLE 2

Recognition

The Employer recognises the Union as sole bargaining agent for those Employees it represents for the purpose of collective bargaining with respect to rates of pay, hours of work, overtime, and method of wage payment, paid leave, sickness benefits, and other conditions of employment. This shall include the categories of work as laid down in the Schedule.

ARTICLE 3

Management Rights

The Union recognises the Employer's right to manage its own operations, to direct the working force, including the right to hire those workers it considers most suitable for its operation, to suspend or discharge for just cause, to transfer, and the right to relieve Employees from duties because of lack of work or other legitimate reasons, subject only to such limitations as are provided in this Agreement. However, an Employee who believes he has been unjustly treated shall have the right to submit his claim by following the Grievance Procedure set out in Article 25 of this Agreement.

ARTICLE 4

Union Rights

1. The Union shall have the right to put forward applicants for consideration for employment by the Employer.
2. The Employer shall provide a notice board in a convenient place for the posting by accredited Union Officers of materials and notices for the conduct of Union affairs.
3. The Union has the right to represent any of its members covered by this Agreement, if requested, in all matters pertaining to employment and working conditions.

ARTICLE 5

Discrimination

1. The Employer agrees not to discriminate in any way against any Employee because of membership in the Union or because of his acting as an officer or in any other capacity on behalf of and authorised by the Union.
2. The Union and the Employer agree that they will jointly deal with any union member or non-union member who is known to have intimidated or coerced any union member or non-union member of the Employer's staff.
3. It is therefore agreed that all Employees covered by this Agreement may become and/or continue to be full members of the Union.

ARTICLE 6

Right to Assistance

Both the Union and the Employer shall have the right to include on its negotiating team such assistance as may be necessary in the course of negotiations and other dealings.

ARTICLE 7

Public Holidays

1. The following days shall be observed as paid Public Holidays:

New Year's Day, Good Friday, Bermuda Day, H.M. The Queen's Birthday, Emancipation Day, Somer's Day, Labour Day, Remembrance Day, Christmas Day, Boxing Day and any other days which the Governor shall declare to be a Public Holiday.

2. If a Public Holiday falls on a Sunday, the holiday so proclaimed by the Government in its place shall be observed as a Public Holiday.
3. When a Public Holiday falls on an Employee's normal day off, half day off, vacation or maternity leave, the Employee shall receive equivalent time off within two weeks following the holiday, or at some later date, in either case the time to be mutually agreed.

ARTICLE 8

Protective Clothing and Uniforms

1. The Employer and Employee recognise that under the Health and Safety at Work Act 1982 there is an obligation that requires protective clothing be issued and worn.
2. The Employer will provide protective clothing and uniforms to the Employees listed in and in accordance with Schedule 1.
3. Employees found to be not wearing the said protective clothing and uniforms will be subject to disciplinary action.
4. Upon termination of employment, for security purposes, all Employees will surrender their I.D. cards, keys and uniforms.
5. Management will discuss with representatives of each section as to quality and style.

ARTICLE 9

Annual Vacation

Annual vacation with pay shall be granted as set forth in Schedule 2.

ARTICLE 10

Sick Leave

Sick leave with pay shall be granted as set forth in Schedule 3.

ARTICLE 11

Leave of Absence

1. **Paid Leave of Absence**
 - (a) **Employer/Union Discussions:** Reasonable leave of absence with pay shall be granted to such reasonable number of Employees, as mutually agreed, when required to take part in discussions between the Employer and the Union.

Where there is a failure to reach mutual agreement, the number of Employees granted leave of absence under this provision shall not exceed seven (7) per department. Management requires a minimum of twenty-four hours notice from the Union with respect to such meetings.

- (b) **Employer/Union Negotiations:** Reasonable leave of absence with pay shall be granted to such reasonable number of Employees representing the various Divisions/Sections, for the purpose of collective bargaining. Management requires a minimum of twenty-four hours notice from the Union with respect to such meetings.
- (c) **Compassionate Leave:** Leave of absence without loss of pay of up to three working days for local funerals and up to five working days for overseas funerals shall be granted upon request in the case of the death of a grandparent, parent, foster-parent, spouse, brother, sister, child, mother-in-law, father-in-law, aunt or uncle, and any person who was at the time of death residing in the same household. A half-day's leave to attend the funeral of a brother-in-law, sister-in-law, niece or nephew will also be granted. An additional two days leave will be granted if an employee is required to travel overseas to bring the deceased relative back to Bermuda for burial.
- (d) **Special Compassionate Leave:** Any Employee shall be entitled to an aggregate of twelve (12) days paid leave annually to be deducted from his/her sick leave entitlement, to care for his/her sick child, spouse or other dependent family member. The Employer may require any Employee to supply documentary evidence to support a request for leave under this Article.
- (e) **Personal Leave:** Employees are encouraged to arrange appointments for doctors, dentists, lawyers, school administrators or to attend to other urgent personal business, during off duty hours. If this is not possible, and time off for such reasons is required during working hours, the Employee must give as much advance notice as possible to his or her supervisor. Senior Management are responsible for ensuring that every possible effort is made to permit the Employee to attend to such matters without suffering loss of pay. The Employer may require any Employee to supply documentary evidence to support a request for personal leave under this Article.
- (f) **Maternity Leave:** All female Employees shall be granted paid maternity leave as set forth in Schedule 4.
- (g) **Union Functions:** Leave of absence without loss of pay shall be granted to Employees for the purpose of attending Union Conferences, Educational Seminars, and any other functions in the interest of good industrial relations if mutually agreed between the Employer and the Union, subject to the exigencies of the service. The Union agrees to provide prior written confirmation of any such function, and a list of Employees required. The Employer will confirm the release of the Employee as soon as approval has been granted. The Employer

may require any Employee to supply documentary evidence of attendance at such a function.

- (h) **Jury and Subpoenaed Witness Duty:** Leave of absence shall be granted with pay not less than the difference between the Employee's normal rate of pay and the amount of pay or fees received for jury or subpoenaed witness duty. Any Employee who performs these duties on their day off will receive time in lieu.
- (i) **Military Duty:** Leave of absence for military duty shall be granted with pay not less than the difference between the Employee's normal rate of pay and the amount of pay received for military duty.
- (j) **Volunteer Fire and Reserve Constabulary Duty:** Subject to the exigencies of the service, and at the discretion of the Employer, leave of absence for such service shall be granted with pay not less than the difference between the Employee's normal rate of pay and the amount of pay, if any, received for such duty.
- (k) **Voting:** Where an Employee is prevented by reason of his duties from visiting a polling booth in the case of a Parliamentary General or By-Election or Referendum, he shall be given reasonable leave of absence to enable him to record his vote.
- (l) **Representing Bermuda Abroad:** Any Employee may be granted at the discretion of the Secretary to the Cabinet, special leave with full pay for the purpose of taking part in international meetings of recognised philanthropic organisations or in sporting events of international significance, or those in which Bermuda is represented. Such leave shall not exceed the number of days required for the actual events, and for travelling to and from the place arranged for the event.
- (m) **Paternity Leave:** All male Employees shall be entitled to paid paternity leave as set forth in Schedule 4.
- (n) **Adoption Leave:** All Employees shall be entitled to paid adoption leave as set forth in Schedule 4.

2. Unpaid Leave of Absence:

- (a) Leave of absence without pay, may at the discretion of the Employer, be granted to an Employee for urgent or compassionate personal reasons, without loss of seniority. Such leave shall not exceed ninety (90) days in any one year.
- (b) **Union Functions:** Subject to the exigencies of the service, leave of absence without pay may be granted by the Employer for any official or delegated representative of the Union to engage in Union business without loss of seniority.

- (c) It is understood and agreed that the Employer will undertake to keep adequate and accurate records of each Leave of Absence separately, under this Article, and make them available to the Employee upon request. It is understood that this also applies to Sick Leave.

ARTICLE 12

Hours of Work

Employees shall be guaranteed the hours of work as set forth in Schedule 8.

ARTICLE 13

Salaries, Wages and Rates of Pay

Salaries, wages and rates of pay shall be as set forth in Schedule 15.

ARTICLE 14

Overtime

Overtime shall be paid as set forth in Schedule 9.

ARTICLE 15

Temporary Assignments

1. The Employer agrees to pay any Employee the rate of pay as laid down in the Schedules for any temporary senior assignment, other than his normally assigned job, that lasts for at least one full working day and any consecutive time thereafter.
2. If the temporary assignment is outside the scope of the Schedules, the Employer will notify the Employee concerned in writing of the details of the assignment to include the following:
 - i) the post or category to which he has been assigned and whether he is to assume the full, or part duties of the post;
 - ii) the date and expected duration of the assignment;
 - iii) The allowance the Employee is to receive for the assignment; this shall not be less than 75% of the difference between the Employee's rate of pay and the lowest step of the grade of the post to which he has been assigned.
3. It is understood that the foregoing provisions will not apply to attachments that have been made for the purposes of training in accordance with Article 24.

ARTICLE 16

I Union Security, Maintenance of Membership and Agency Shop

1. The Union will provide an Agency Service for non-union Employees covered by this Agreement. Details of all the services and benefits are stipulated in this Agreement.
2. The subscription for the Agency Service is the amount equal to the constituted dues of the Union.
3. The Employer agrees to deduct the Agency Service subscriptions in accordance with Article 17 - Check Off.
4. The Employer agrees to offer and to make available Form No. 1 - "Union Membership and Dues Deduction Form", and Form No. 2 - "Agency Service Individual Authorisation Deduction Form" to all Employees who wish to avail themselves of Union membership or Agency Service.
5. Heads of Department are responsible for the appointment of staff to their departments. They are responsible for the advertisement of all job vacancies in order to ensure the selection of the best candidate for the job. All job vacancies must be advertised within the employing department. Job vacancies for Foreman/Supervisor and above must be notified to the Department of Human Resources for distribution to all Government Departments.
6. The parties of this agreement are committed to the development of positive policies to promote equal opportunity in employment for all employees. The parties agree to adhere to the current established immigration policy as set down by the Government which states that when hiring, Bermudians will be given preference ahead of spouses of Bermudians, long term residents and non-Bermudians.

II Agency Shop Agreement

1. The parties of this Collective Agreement agree to enter into an Agency Shop Agreement in accordance with the Trade Union Act 1965, Amendment Act 1973.
2. The categories of work people to be included in the Agency Shop are those included in Article 2 - Recognition.
3. The appropriate contributions are determined by the Constitution of the Union, Rule 4, and may be varied only by the amendment to that Constitution. An initial payment is required upon joining. Such payment is to be determined by the Constitution of the Union, Rule 4, and may be varied only by amendment to the Constitution.

4. Contributions will be collected by the Employer through check off from the pay of each Employee.
5. This Agency Shop Agreement shall come into effect on the first day of the month following approval by ballot of the work people in respect of whom it is to apply and shall continue as long as the Union remains the bargaining agent for such work people or the Agreement is terminated or altered by a further Agency Shop Agreement in accordance with the provisions of the Trade Union Act 1965, Amendment Act 1973.

The Employer agrees to post the full preceding contents (I-II) of this Article in a conspicuous place for the information of all Employees.

ARTICLE 17

Check Off

1. The Employer agrees that it will check off from the pay of each Employee who authorises the Employer to do so, on receipt of Form No. 1 or Form No. 2, the weekly dues or contribution, in such an amount as may from time to time be adopted by the Union pursuant to its Constitution and to remit the same each month to the duly designated officer of the Union within ten working days following the month in which deductions were made. If an Employee becomes a member of the Union after execution of this Agreement, the required joining fee will also be checked off and remitted to the Union.
2. Any Employee wishing to discontinue having Union dues deducted shall inform the Employer in writing by completing the appropriate deduction discontinuation form (Form No.3).

ARTICLE 18

Seniority, Promotions and Transfers

1. Seniority of service shall be the determining factor in the assignment of hours of work, vacations, redundancies and layoffs.
2. The Employer agrees that in granting promotion, voluntary and involuntary transfers the following factors shall be taken into consideration: (a) ability, (b) seniority. Ability being equal, seniority will be the determining factor.
3. The Employer will exercise fairness in judging the qualifications of Employees and any complaint that he has failed to do so may be taken through the Grievance Procedure as set forth in this Agreement.
4. Provided the necessary qualifications are met, vacancies in senior positions will be filled by promotion from among the Employees of the Employer. In accordance with this the Employer will employ persons from outside the

undertaking in senior posts at any level only when present Employees do not meet the requirements for such positions.

5. Heads of Department are responsible for the appointment of staff to their departments. They are responsible for the advertisement of all job vacancies in order to ensure the selection of the best candidate for the job. All job vacancies must be advertised within the employing department. Job vacancies for foreman /supervisor and above must be notified to the Department of Human Resources for distribution to all Government Departments.

ARTICLE 19

Redundancy and Layoffs

1. Where layoffs are necessitated, the Employer will give six (6) weeks' notice or six (6) weeks' pay in lieu of notice to the Employee involved. It is agreed that in the event of such layoffs, seniority of service will be the determining factor. It is also agreed that within this period time off with pay to seek another job will be given in accordance with Article 11 1(e) - Personal Leave. The provisions of Article 18 shall prevail.
2. The Employer shall guarantee the Employee re-employment from layoff, without loss of seniority, within a period of thirty (30) days, failing which benefits under Article 20 shall apply.
3. In the event that adverse conditions or developments in its operations are considered by the Employer to warrant an unusual reduction in the labour force, the Employer will consult with Union representatives so that positive steps may be taken by all parties concerned to avert or minimise as far as possible reductions of the work force by the adoption of appropriate measures, without prejudice to the efficient and economic operation of the undertaking.

ARTICLE 20

Redundancy Pay

1. Where the Employer permanently terminates the services of any Employee as a result of mechanisation, other work methods, reorganisation, amalgamation or contraction of its services or privatisation, the Employee shall be entitled to four (4) weeks' notice, or pay in lieu of notice, and to redundancy pay in accordance with the following schedule:
Less than six (6) months' service - Nil
Six (6) months' - one (1) year's service - One (1) week
Over one (1) year's service - Three (3) weeks per year
2. Redundancy pay shall be calculated on the maximum basic weekly wage paid to the Employee in the last three (3) months of service.

3. Privatisation as used in Section 1 of this Article 20 shall mean:-
 - a) the sale or transfer from the public sector to private ownership, of the assets needed to produce goods or services together with the prime responsibility to produce those goods or services. Decisions on pricing and funding are taken by individual suppliers and purchasers in the market.
 - b) the contracting out to the private sector of the whole or part of the delivery of a service for which the public sector retains the responsibility for the provision of the service at the standards and in the quantities it contracts for, whether the public sector pays the contractor for the services or individual recipients pay fees or charges.
4. Prior to making a decision to privatise a specific Government function or activity, the Government shall give the Union 60 days written notice of its intention, and confer with the Union forthwith for the purpose of seeking agreement.

ARTICLE 21

Health & Safety

1. The Employer shall be responsible for providing work places with adequate cleaning facilities and sanitation, and shall prescribe adequate safety measures for its Employees which shall include fire extinguishers and drill.
2. Medical benefits shall be governed by the Government Employees (Health Insurance) Act, 1971.
3. An Employee who is injured in the course of his employment shall receive compensation at not less than such minimum rates as are specified in the Workmen's Compensation Act, 1965, or such future Act by which it may be repealed.
4. An Employee in charge of a Government vessel, vehicle, equipment or tool may be instructed to carry out certain check procedures before using the equipment in his daily task. If an Employee during this check or in subsequent use becomes aware of a defect that could jeopardise the safety or health of himself or of any person he will immediately report it to his Supervisor. If the Supervisor agrees that the item could be hazardous he will arrange for its immediate repair or withdrawal from service. In the event of disagreement the next level of management will be consulted immediately.
5. The Employer shall provide adequate safety measures for Employees who handle poisonous and/or toxic substances, which shall include:
 - (a) First aid kits and fire extinguishers at those areas of work deemed necessary by mutual agreement between the Employer and the Union.

- (b) A separate mixing area for toxic chemicals and other substances that have been designated hazardous to health.
6. Free physical examination shall be given to Employees who handle poisonous and/or toxic substances, or are engaged in an occupation that requires special precautions. Such occupations may involve hazards to hearing, vision, bone and joint strains, vibration or any other hazard to the Employees' health arising from his work. Examinations shall be given at the time of hiring and at least once a year thereafter and may occur more frequently if medically indicated. These examinations to include:-
- (a) A general medical
 - (b) A complete blood count, including white cell count and differential
 - (c) A routine urinalysis
 - (d) A chest X-ray once a year, unless otherwise advised by the consulting physician
 - (e) Liver function and renal function tests
 - (f) A check on hearing
 - (g) A check on vision
 - (h) Any other check appropriate to the kind of health hazard suspected
 - (i) A stress test
7. The Employer shall provide approved safety apparatus and equipment for those Employees engaged on jobs requiring protection. Employees who refuse to use the equipment may face disciplinary action.
8. In the event that an Employee is found to be unfit by reason of health to discharge his normal duties, the Employer will make every effort to transfer him to an existing vacancy within Government service. The Union shall be informed of all such cases prior to transfer. The rate of pay for such employment shall normally be that prevailing for the vacancy, but the Employer agrees that, at the request of the Union, individual cases will be the subject of prior consultation and negotiation. It is understood that the foregoing shall not prejudice relevant legislation in respect of pensions.
9. The Union and the Employer agree to the establishment of a Joint Central Health and Safety Committee for all Employees covered by this Agreement. The functions of the Committee shall be to provide a forum for the discussion of health, safety and welfare issues generally, and to determine and administer agreed programmes of training, education and guidance in health and safety issues. The Central Committee shall give advice and support to the Sectional and Departmental Health and Safety Committees and may recommend overall policy in respect of their functions. The duties and responsibilities of sectional and Departmental Committees shall remain theirs, and shall not be taken away from them. The Central Committee shall respect the autonomy of these committees, and shall not seek to make them subject to the Central Committee. The Joint Central Committee shall be composed of up to 15 members with representation from the respective B.I.U. divisions and an executive officer (total 11), and 4 representatives of top

management. It is agreed that prior to each Joint Central Committee Meeting, the Union shall hold a meeting of representatives from each Sectional Departmental Health and Safety Committee. (This Committee shall be called the Union's Central Health and Safety Committee). The purpose of this Committee shall be :- (a) to select representatives to sit on the Joint Central Committee; and (b) to co-ordinate information and to brief Union representatives on the Joint Central Committee.

10. Annual C.P.R. training shall be made available to all Employees who wish to learn it. Classes shall be held during working hours whenever possible.

ARTICLE 22

Pension Schemes

1. The terms and conditions under which any pensions, benefits or special allowances may be granted to Employees covered by this Agreement are set out in the Public Service Superannuation Act 1981, or subsequent legislation by which it may be amended or repealed.
2. The parties to this Agreement have agreed to fund a contribution pension scheme on a 50/50 sharing of contributions.
3. It is agreed that the Union shall have the right to review the current pension scheme with a view to making representations concerning any amendments.

ARTICLE 23

Joint Consultation

1. The Employer and the Union agree to the establishment of Joint Consultative Committees for the various Divisions. The numbers of representatives to be included on these committees shall be agreed between the Employer and the Union for each Division. These committees within Divisions will meet once every month, or as mutually agreed, to consult on matters of mutual interest.
2. In addition, it is agreed that proposed changes in job categories covered by this collective Agreement and proposed changes in operations involving major reorganisation of the staff will be referred to the Joint Consultative Committee. This shall not be in any way prejudicial to any of the Articles covered in this Agreement.
3. The Employer and the Union agree to the establishment of a Central Consultative Committee. The Committee will consist of one Union representative and one management representative from each Ministry or Department represented in the Agreement. Either party may include a representative to provide themselves with technical support/advice, e.g. Union official or representative from the Department of Human Resources. Where

necessary other individuals may be co-opted onto the Committee for particular items, provided that any such individual serves on the Committee by mutual agreement. The Committee will meet at least quarterly or as mutually agreed. Agenda items will be mutually agreed prior to each meeting. It is anticipated that the Central Consultative Committee will provide a forum for monitoring and supporting the operation of departmental J.C.C's. It will not replace them nor will it replace the collective bargaining process or the collective agreement. The C.C.C. shall respect the authority of these departmental J.C.C.'s and shall not seek to make them subject to the C.C.C. The Chairman of the Committee shall be appointed by mutual agreement. The Committee shall establish its own procedure.

ARTICLE 24

Training

1. The Employer will continue to encourage and make arrangements for its Employees to undertake training to improve their skills or to better fit them for the performance of their duties and for subsequent promotion to higher positions in the service of the Employer.
2. The Employer shall give the same opportunity to all Employees who make application to attend educational and/or training courses under the auspices of the National Training Board, or any other educational institution.
3. Employees carrying out work, duties, operations and the like, associated with training, trial or testing with a view to reclassification, will receive their existing rates of pay until qualifying for reclassification.
4. The Employer reserves the right to withdraw vocational training facilities and financial support from Employees who fail to progress without a satisfactory reason.
5. The Employer agrees to pay any Employee his/her normal pay when he/she is sent for approved training locally or overseas during working hours.

ARTICLE 25

Grievance Procedure

1. Should there be any Employee covered by this Agreement who shall wish to settle any grievance, dispute or misunderstanding, the Employer and the Union will advise the Employee to be accompanied by his/her Shop Steward/Union Representative at all steps of the Grievance Procedure. Every effort will be made by both parties to settle such grievances promptly, in the manner outlined below:

Step 1: Except in exceptional circumstances beyond the Employee's control, the aggrieved Employee with or without the Shop Steward shall take up the matter with the immediate Foreman or Superintendent within two (2) working weeks and the matter shall be dealt with within two (2) working days of the presentation of the grievance.

Step 2: If there is no settlement at Step 1, the aggrieved Employee with or without the Shop Steward may invoke the aid of the Union Grievance Committee (comprised of not more than four (4) representatives) who shall take the matter up with the Branch Head within two (2) working days after the expiry date at Step 1. Thereafter the matter shall be dealt with within two (2) working days.

Step 3: If there is no settlement at Step 2, the matter shall be referred to top Union Officials who shall take up the matter in writing with the top Management of the Department within three (3) working days after the expiry of Step 2. Thereafter the matter shall be heard within seven (7) working days.

2. Should a settlement not be reached at Step 3, either party to this Agreement, or both, shall have the right to refer such matters in dispute to the Labour Relations Officer to take such steps as seem to him expedient under Parts 2 and 3 of the Labour Relations Act 1975.
3. It is further agreed that any step in the Grievance Procedure may be by-passed if mutually agreed by both parties to this Agreement.

ARTICLE 26

Disciplinary Procedure

Introduction

The objective of this procedural agreement is to clarify the steps that may be taken in dealing with matters of discipline, so that all concerned understand their rights and obligations.

Responsibility

It is the responsibility of management to ensure that each Employee is aware of expected standards of conduct and for ensuring that they are adhered to.

Stage I Informal Advice and Warning Procedure

This will be given verbally to the individual concerned by his/her immediate supervisor to clarify and specify the improvement required. Written confirmation of this warning will be given to the Shop Steward but will not form part of the Employee's record.

Stage II Formal Warning

The Supervisor/Manager will warn the individual concerned in the presence of the Shop Steward, pointing out the fault or misconduct and indicating that there must be an improvement within a specified time, after consultation with the Shop Steward, taking full account of all the circumstances of the case.

Failure to make the necessary improvement will result in Stage III. This warning will be confirmed in writing and entered on the Employee's personal file for a maximum period of six (6) months.

Stage III Written Warning

The Supervisor/Manager will give the individual concerned in the presence of the Shop Steward, a final written warning, pointing out the fault or misconduct and indicating that there must be an improvement within a specified time, after consultation with the Shop Steward, taking full account of all the circumstances of the case.

Failure to make the necessary improvement will result in Stage IV. A copy of this written warning will be entered on the Employee's personal file for a maximum period of twelve (12) months.

Stage IV Suspension or Dismissal

1. In the event of the required improvement not being forthcoming, the necessary action will be taken. This action will be communicated to the individual concerned, in the presence of the Supervisor/Manager and the individual's representative.
2. In the event of an individual committing a proven act of gross misconduct such as fighting, theft, fraud, Management reserves the right as defined in Article 3 - Management Rights, to suspend or discharge the individual concerned immediately without invoking the full procedural steps. The Union will be informed and may investigate the circumstances.
3. In the case of suspected gross misconduct such as fighting, theft, fraud, the individual concerned may be suspended on full pay as a precautionary measure, so that the individual may be moved from his position during the investigation, without prejudicing the situation. The suspended Employee shall be on full pay during the investigation.

ARTICLE 27

Reinstatement

An Employee who has been unjustifiably dismissed and subsequently reinstated, shall not suffer any loss of pay, bonuses, seniority or other privileges which he would have enjoyed if he had not been dismissed.

ARTICLE 28

Life Insurance

Life Insurance for all Employees shall be as set out in Schedule 5.

ARTICLE 29

Shop Stewards

1. The Union shall elect or appoint Shop Stewards for the various Departments, one of whom shall be the Chief Steward. The Management shall be informed in writing within ten days of such appointments and of any subsequent changes as and when they occur.
2. It is agreed that there will be no Union activity in the Employer's time, except that necessary in connection with the handling of grievances and adherence to this Agreement. The Chief Steward is required to obtain prior permission from his Supervisor before leaving his place of work to deal with such grievances. Such permission will not be withheld unreasonably.
3. The Shop Stewards shall be considered as having top seniority in their job category with respect to layoffs and recalls only.

ARTICLE 30

Approval by Legislature

It is recognised that this Agreement is subject to the funds to implement it being provided by the Legislature and the Employer undertakes to do all in its power to obtain legislative approval.

ARTICLE 31

Information to the Union

The Employer agrees to provide the following information to the Union on a monthly basis:

- (a) Employees in the Bargaining Unit
- (b) New Employees
- (c) Employees, by name, who have left the Bargaining Unit
- (d) Employees who pay agency fees and whether they contribute to :-(i) the Union, (ii) a charity. In addition, the Employer will provide annually an aggregate list of the contributions made to each charity.
- (e) In order that the Union may further develop its overall policy towards training, the Employer agrees to make available information on the number and types of categories covered by this Agreement that are occupied by contract Employees, the qualifications, skills, experience required to fill those categories and the date of hiring and the date of expiration of those contracts.

ARTICLE 32

Credit Union Deductions

1. The Employer agrees to deduct from the pay of Employees covered by this Agreement the Credit Union deductions as authorised by the Employees. Such authorisation shall be made in writing upon the appropriate Deduction Authorisation Form.
2. The Employer further agrees to remit all deductions to the Credit Union within fifteen (15) days following the month that deductions were made.

ARTICLE 33

Probationary Service

1. All new Employees shall serve a probationary period of three months from the date of first engagement. During the probationary period, monthly meetings will be held with the Employee, and a written report will be given to the Employee and the Shop Steward, within two days of the meeting. During this period the Employer will assess the Employee's suitability for continued employment and if considered unsuitable the Employee may be discharged at any time during the probationary period.
2. An Employee's probationary period may be reviewed and extended to a maximum of a further three (3) months where circumstances justify upon mutual agreement between the Union and the Employer.
3. The Employee who believes he has been unjustly treated shall have the right to submit his claim by following the Grievance Procedure as set out in Article 25 of this Agreement.
4. Upon satisfactory completion of the probationary period, the Employee will be notified in writing of acceptance as a permanent Employee.

5. Employees who are promoted to categories of a supervisory nature shall serve a probationary period of three months. Should the Employee prove to be unsuitable during this probationary period he/she will be returned to his/her former position.
6. Upon request, the Union shall be informed about an Employee's progress while on probation.

ARTICLE 34

Duration

A provisional agreement has been reached for a three year contract. This Agreement shall come into effect on the 1st January 2005 and shall remain in effect until the 31st December 2007, provided the hours of work is reduced in accordance with Schedule 8. If an agreement is not reached in respect to hours of work, then the duration of the agreement will be for a two year period.

SCHEDULE 1

Protective Clothing and Uniforms

HEALTH & FAMILY SERVICES

VECTOR CONTROL

1. Standard Initial Issue to all Employees:

1 raincoat and hood/rain suit, 5 long sleeved shirts
4 pairs trousers (or shorts issued to P.C.O.'s only) 1 Photo I.D.
4 winter socks, 4 summer socks, gloves (as required)

Pest Control Operators will be issued additional uniforms as follows:-

1 jacket, 5 short-sleeved shirts
1 pair shoes, appropriate rubber boots (as required)

Labourers (Canal) will be issued additional uniforms as follows

1 pair coveralls, 1 pair protective shoes, 1 pair protective rubber boots,
10 summer tee shirts as an annual issue, 4 pairs of trousers, goggles & ear muffs (as required)

Two Man Unit only: - Goggles & Ear Muffs as required, Coverall (winter or summer)

2. Replacement Issue:

All items to be replaced as required, on production of the old article.

LEFROY HOUSE

1. Initial Issue:-

5 uniforms, 4 aprons (cooks), 1 pair non-skid shoes

2. Replacement Issue: -

All items to be replaced as required, on production of the old article.

ORANGE VALLEY CENTRE

The following items shall be provided:

DRIVERS-Initial: 5 shirts, 5 pairs trousers

GENERAL HELPER-Initial: 5 uniforms, annually: 3 uniforms

AIRPORT OPERATIONS (Skycaps)

1. The Employer agrees to provide all employees with uniforms, which must be worn during working hours.
2. (a). Initial Issue: 5 safari shorts, 5 long sleeve shirts, 5 pairs of trousers/shorts(optional), 2 pairs of shoes, 2 winter jackets.
(b) Annual Issue: 3 safari shirts, 2 long sleeve shirts, 2 pairs of trousers/shorts (optional), 2 pairs of shoes, 1 winter jacket, 2pairs of trousers biennially.

MARINE & PORTS SERVICES

The following protective clothing and uniforms shall be issued to:

1. Pilots:

Winter Uniform (Initial):

2 sets reefers with braids, 1 rain suit, 2 white shirts, 1 black tie, 1 pair black shoes, 4 pairs black socks, 1 jersey, 1 cap, 1 brass identification pin.

Winter Uniform (Annual): 2 white shirts, 1 pair black shoes, and 4 pairs black socks.

Winter Uniform (Alternate Years): 1 set reefers (braid to be replaced as required), 1 black tie.

Summer Uniform (Initial):

3 sets khakis, 1 pair brown shoes, 4 pairs brown socks

2 sets epaulettes (epaulettes to be replaced as required).

Summer Uniform (Annual):1 pair brown shoes, 2 pairs brown socks.

Summer Uniform (Alternate Years):3 sets khakis

Reefers will be issued on alternative years to khakis.

2. Crew/Maintenance Workers/Storeman:

Initial: 5 sets blues/denims/coveralls, 2 pairs shoes (steel toed as necessary), 4 pairs socks, 1 pair rubber boots, 1 rain suit, 1 Marine & Ports hat, 1 jacket, 1 jersey, 1 identification pin.

Annual: 5 sets blues/denims/coveralls, 2 pairs shoes (steel toed as necessary), 4 pairs socks.

Note 1: Uniform requirements for each individual will be done in conjunction with their Supervisor so as to determine the best appropriate issue for their job requirements.

Note 2: The Marine & Ports Tee Shirts may be issued as an acceptable alternative to the blue work shirts. Supplementary Tee Shirts may be purchased at cost price through the Department as requested.

3. Terminus Operators/Lighthouse Keepers:

Winter (Initial): 2 suits blue gabardine (long pants/skirts/shirts), 1 jacket/jersey

Summer (Initial): 2 suits summer blues (shorts/skirt/shirt), 1 pair black shoes, 4 pairs black socks, or 6 pairs of pantyhose in lieu of socks.

Annual Issue: 1 set winter blue gabardine, 1 set summer blues, 1 pair black shoes, 4 pairs black socks, or 6 pairs pantyhose in lieu of socks.

Management will discuss with representatives of each section as to the quality and style. Uniforms must not be altered/modified without the expressed permission of the Employee's Supervisor. All winter uniforms will be issued before 31st October and all summer uniforms will be issued by 1st May wherever possible. When rain suits or rain gear are damaged or worn out so that they no longer protect the wearer, they may be exchanged for new articles. In special circumstances where a boiler suit is required, it will be provided on a temporary issue from stores. It is agreed that any of the above articles may be exchanged for new when necessary.

PUBLIC TRANSPORTATION

1. Bus Operators and Dispatchers:

a) Winter Uniform

i) **Initial Issue:-** 2 tunics, 2 pairs trousers or skirts, 5 shirts, 5 pairs winter weight short socks, 1 sleeveless sweater or long-sleeved sweater, 1 raincoat/ rain suit, 1 uniform cap, 1 black tie, 1 belt, 2 pair shoes, 1 clip-on tie.

ii) **Annual Issue:-** End of 1st year and each year thereafter: 1 tunic or 3 pairs of trousers or skirts, 1 pair trousers or skirt, 1 shirt, 5 pairs winter weight short socks, 2 pair shoes.

b) Summer Uniform:

i) **Initial Issue:-** 5 pairs trousers or shorts or skirts, 5 shirts or shirt jackets, 5 pairs summer weight socks.

ii) **Annual Issue:-** End of 1st year and each year after:- 2 pairs trousers or shorts or skirts, 2 shirts or shirt jackets, 3 pairs summer weight socks.

c) **Other Issues:** Uniform caps, black ties, belts and raincoats will be replaced as necessary on production of the old article.

- d) **Replacement Issue:** Any torn, damaged or badly worn item of clothing, not more than two years old, will be replaced as necessary on production of the old article (panty hose excepted).

2. Maintenance Employees:

- a) **Initial Issue:-** 1 rain suit, 5 pairs of winter trousers/slacks, 5 tee shirts, 1 set coveralls, 5 shirts, 5 lightweight short sleeve shirts, 5 lightweight trousers/slacks/shorts, 1 cap, 2 winter tunics, 5 pairs boot socks, 1 belt, 2 pair safety shoes, 5 smocks-females only. Initial issue to be replaced biennially.
- b) **Replacement Issue:** All items will be replaced as necessary on production of the old article (panty hose excepted).
- c) **Every effort will be made by the Employer to issue summer uniforms by the 1st May and winter uniforms by the 31st October of each calendar year.**

3. Other Employees:

- a) **Initial Issue:-**(Initial issue to be repeated biennially)
- i) Storemen and Messengers/Janitor & Night watchman- 5 smocks or 5 sets of shirts and pants, 1 pair shoes, 5 pairs socks
- ii) Cashiers, -5 shirts, 5 skirts/slacks, 1 pair shoes, 1 raincoat, 5 pairs socks*
- b) **Replacement Issue:** All items will be replaced as necessary on production of the old article.

*(Female Employees may receive panty hose in lieu of sock issue).

WORKS & ENGINEERING & HOUSING AND WEDCO

1. The Employer agrees to provide coveralls or shirt and pant sets (or other clothing as specified below) raincoats/suits, rubber boots, aprons, gloves, breathing apparatus and luminous sleeveless jackets to those Employees whose duties or place of work, in the opinion of the Employer, make such issues necessary.
2. Employees may apply for replacement clothing provided that the worn/ old suits are turned in and their conditions warrant replacement. The Employer further agrees that if any suit of clothing is accidentally damaged beyond repair, in the course of duty, it will be replaced.
3. (a) The Employer agrees to provide the following as standard clothing issue for all employees:
 - 1 bump hat or hard hat (as required)
 - 5 summer shirts (or 5 tee shirts as an alternative to 5 summer shirts)
 - 5 summer pants
 - 5 winter shirts
 - 5 winter pants
 - 1 pair safety footwear
 - 5 pairs of bootsocks
 - 1 denim jacket.

(b) In addition to (a) the Employer will supply employees in workshops, machine shops, garages and in Refuse Disposal with the following:-

- 2 caps
- 1 denim jacket

(c) In addition to (a) and (b) the Employer will supply Employees in Garbage Collection with the following:-

- 3 short sleeve shirts
- 1 long sleeve shirt
- 1 pair winter pants
- 3 pairs summer pants
- 1 cap (except refuse disposal employees).

(d) In addition to (a) the Employer will supply Storekeepers with 5 winter smocks.

(e) Foremen in all areas where white shirts are standard will be issued with the following:-

- 5 short sleeve shirts, 5 long sleeve shirts.

4. Employees will be issued with raincoats/suits, rubber boots, waders and gloves for particular jobs at the discretion of the officer in charge when weather, working conditions or the nature of the job or health and safety regulations require or the health and safety committee deems the items to be necessary.
5. Clothing and protective gear are provided for work purposes and all employees are required to wear the necessary apparel on the job sites.

POST OFFICE

Winter Uniforms

Initial Issue

- 3 shirts
- 2 neckties
- 2 blue uniforms
- 1 pair black shoes
- 1 rain outfit (consisting of suit or coat with boots and hat)
- 1 lightweight jacket
- 1 sweater
- 1 I.D. badge
- 6 pairs black socks
- 1 cap
- 1 belt

Each Year After

- 3 shirts
- on inspection
- 1 pair black shoes
- on inspection
- on inspection
- on inspection
- on inspection
- on inspection
- 6 prs black socks
- on inspection
- on inspection

Summer Uniforms

Initial Issue

- 4 shirts
 - *3 pairs slacks or shorts
 - *1 pair brown or black shoes
 - 6 pairs black socks
 - 1 cap
 - 1 belt
 - 1 crash helmet
 - * Individual's choice at time of ordering
- Every effort will be made to issue winter uniforms before 31st October and summer uniforms by 1st May

Each Year After

- 3 shirts
- *2 pairs slacks or shorts
- *1 pr brown/black shoes
- 6 pairs black socks
- on inspection
- on inspection
- 1 crash helmet liner

1 winter uniform will be issued every other year

EDUCATION

The following items shall be provided:

BUS DRIVERS

Initial Issue: 5 shirts, 5 trousers and 5 pairs of boot socks. All items to be replaced as necessary and on production of the old article.

STORES

Initial Issue: Driver and Labourer/Helper: Initial Issue: 5 summer shirts, 5 winter shirts, 5 pairs of pants, 1 rain suit and 1 pair of rain boots, 1 pair of protective footwear, 1 jacket and 5 pairs of boot socks. All items to be replaced as necessary and on production of the old articles.

STOREKEEPER AND STOREMEN: 5 smocks, 5 pairs of boot socks, and 1 pair of protective footwear.

STORES CLERK:

Initial Issue: 5 smocks and 1 rain suit. All items to be replaced as necessary and on production of the old article.

CUSTODIANS:

Initial issue:- 5 winter shirts, 5 summer shirts, 5 pairs of pants, 5 pairs of boot socks, 1 sweater and 1 jacket, 1 pair of work boots and 1 pair of work shoes with non-slip soles. Appropriate rain suit, rain boots, safety vest and wooden handle stop sign for custodians that perform traffic warden duty. All items will be replaced as necessary and on production of the old article.

YOUTH SPORT & RECREATION

TENNIS STADIUM

Rain gear as required. 1 pair rubber-soled shoes to be replaced when necessary.

CAMPERS & MESSINA HOUSE

1. Standard Initial Issue. For all Employees:-Uniforms:- 5 summer shirts & 5 winter shirts, 5 tee-shirts, socks (5 pairs- winter & 2 pairs- summer), 5 pants/shorts, 2 sweaters, 1 wind-breaker and 1 jacket.

Boatman:- 1 rain suit, 1 pair rubber boots, 2 pairs non-slip shoes

Groundsman & Maintenance:- 1 rain suit, 1 pair safety shoes, gloves & goggles, 5 tee-shirts, 5 long sleeved shirts, 5 pairs of pants or shorts, 5 pairs of boot socks, 1 jacket as required.

2. Replacement Issue:

All items to be replaced as required, on production of the old article.

**CONSERVATION SERVICES and PARKS DEPARTMENT
(Agricultural Workers)**

1. The Employer agrees to provide all Employees with uniforms, which must be worn during working hours.

Initial Issue: 5 tee shirts, 4 long-sleeved shirts, 5 pairs pants or shorts, 5 pairs of boot socks, 1 jacket, 1 sweater (5 long-sleeved shirts and 5 pairs pants for those who work with pesticides and herbicides). In addition 2 caps, and 1 bump hat will be issued to garage Employees. All items to be replaced as and when necessary and on production of the old article of clothing. Safety headwear will be made available as and when required.

2. The Employer agrees to provide winter and summer coveralls to spray operators, garage workers, painters, beach cleaning and sanitation Employees, tractor operators and Employees working on oil spills. Employees may apply for two suits of coveralls every 12 months, provided that the worn suits are turned in and their condition warrants replacement. The Employer further agrees that if any suit of coveralls is accidentally damaged beyond repair in the course of duty without wilful default or neglect of the Employee, it will be replaced.
3. The Employer agrees to provide an initial issue of safety footwear to all Employees to be replaced as and when necessary and on production of the old article.
4. The Employer agrees to provide rain suits to tractor operators, spray operators and will replace them yearly provided the worn suits are turned in and their condition warrants replacement.
5. The Employer agrees to provide protective headgear to any Employee as and when required.
6. The Employer agrees to provide protective gloves and masks to those Employees handling concentrated chemicals.

PORT ROYAL, ST. GEORGE'S & OCEAN VIEW GOLF COURSES

The Employer agrees to provide all Employees with protective clothing and/or uniforms, which must be worn during working hours. Style, quality, colour, etc. of such clothing or uniforms shall be the subject of prior joint consultation.

All items to be replaced as required on production of the old article.

The Employer agrees to provide protective gloves and masks to those Employees handling concentrated chemicals.

Initial Issue:

a) Front Desk: - 4 winter uniforms (including jackets), 4 summer uniforms, 1 pair shoes

b) Maintenance Employees and Handyman:-5 tee shirts, 5 long-sleeved shirts, 5 pairs pants/shorts, 1 jacket, 1 pair safety shoes, 5 pairs boot socks, 1 cap (garage only), rain suits, rubber boots, coveralls and hard hats to be issued as required.

All female Employees in any of the above areas may receive six pairs panty hose each year.

All items to be replaced as necessary on production of the old article.

POLICE SERVICE

Cleaners: - 3 sets of uniforms, 3 pairs of shoes

SCHEDULE 2

Vacations

1. Annual vacation leave with pay shall be granted to Employees covered by this Agreement as follows:

| | | | |
|-----|------------------------|----------|-----------------------|
| (a) | 0- 3 years' service | 10 days* | (*New employees only) |
| | 3- 5 years' service | 15 days | |
| | 5-10 years' service | 18 days | |
| | 10-15 years' service | 21 days | |
| | 15-20 years' service | 25 days | |
| | 20-25 years' service | 26 days | |
| | 25-30 years' service | 31 days | |
| | Over 30 years' service | 34 days | |

(b) Drivers-Orange Valley School -shall receive an extra week's vacation in August.

2. Vacation pay shall be given to the Employee at the end of the week proceeding the vacation period, unless otherwise requested.

3. An Employee whose services are terminated shall be entitled to vacation pay in proportion to the number of months he has completed in that twelve (12) month period and any other vacation entitlement, provided that the Employee has successfully completed his/her probationary period.

4. All vacations shall be granted at a time mutually agreed following each anniversary date of original employment, except that the number of days which can be taken in single days and half-days shall be restricted to five (5) days in any one calendar year. The remaining leave must be taken as a period vacation.

5. Annual vacation may be accumulated, provided that at least five (5) consecutive working days vacation is taken each year. The annual vacation allowances and the accumulated vacation shall not exceed:

Six (6) weeks up to five (5) years' service
Ten (10) weeks over five (5) years' service
during any vacation year.

6. Vacation leave pay for part-time Employees shall be paid at their normal weekly earnings rate and in accordance with their length of continuous service.
7. (a). Any Employee who is sick prior to or during his/her vacation who produces a Medical Certificate attesting to the sickness, and stating the time he/she will be fit for work, such time will not be deducted from the vacation entitlement.

(b). While on vacation leave, an Employee's entitlement to compassionate leave will not be deducted from the Employee's vacation leave entitlement.

8. Custodians

Annual leave entitlement as laid down in 1(a) above. The provisions of paragraphs 4 and 5 of this schedule shall not apply. The following conditions will apply to vacation leave for custodians due to the special needs of the school year. The leave year will run from 1st July each year until 30th June on the following year. (a) Total vacation entitlement will normally be taken starting the first Monday in July according to the schedule published annually by the Ministry of Education, (b) Upon request and subject to the exigencies of the service a Custodian may: (i) defer up to a maximum of five days of leave to be taken during the period when schools are closed for either the Christmas or Easter vacation or (ii) accumulate up to a maximum of five days leave to be used in the following year.

SCHEDULE 3

Sick Leave

1. Sick leave shall be granted as follows:

| Period of Continuous Service | Amount of Sick Leave |
|-------------------------------------|-----------------------------|
| 3 months to 4 years | 5 weeks full pay |
| 4 years to 8 years | 6 weeks full pay |
| 8 years to 12 years | 8 weeks full pay |
| 12 years to 16 years | 12 weeks full pay |
| Over 16 years | 14 weeks full pay |

2. Further periods of sick leave may be granted on the authorisation of the Head of Department, to Employees who have exhausted their annual and accumulated sick leave entitlement as follows:

- (a) For the first two categories of service, up to a maximum of ten (10) weeks with full pay.
 - (b) Employees with over eight-(8) years' service will be given further consideration.
3. An Employee who is aggrieved at a decision reached under the terms of this paragraph shall have the right to appeal, in writing, to the Secretary to the Cabinet.
 4. If an Employee is sick for more than two (2) working days, he/she shall be required to furnish a certificate issued by a registered medical or dental practitioner or registered chiropractist as proof of his illness and inability to work. It is agreed that both parties will co-operate in investigating the circumstances of the uncertificated sick leave of Employees at agreed intervals. If an Employee is thought by the Employer and the Union to be abusing the privilege of sick leave he may be required to produce a medical certificate in the case of future sickness. When on uncertified sick leave an Employee will insure that his/her immediate supervisor is informed of his/her absence on the first day of such illness. In circumstances where the Employer and the Union have shown that there has been continuous abuse the Employer may invoke Article 26 -Disciplinary Procedure.
 5. Employees covered by this Agreement can accumulate up to 100 days sick leave, which will be added to the entitlement for the current year.

SCHEDULE 4

Maternity Leave

In line with the stated purpose of the Collective Agreement between the Bermuda Government and the BIU, to achieve efficiency consistent with the safety and good health of the Employee the following terms regulating maternity leave entitlement have the support of both parties to the Agreement.

1. Pregnant women covered by this Collective Agreement may absent themselves from duty up to four (4) weeks before the expected week of their confinement and shall remain absent for a period of at least four (4) weeks after the confinement. They shall not, in any event, return to duty before they are certified medically fit to do so.
2. In the absence or in the case of insufficiency of entitlement to full pay maternity leave, the Head of Department shall grant annual leave within entitlement or maternity leave without pay.
3. Pregnant women covered by this Collective Agreement shall, on application be granted twelve weeks full pay maternity leave by the Head of Department provided that:
 - (a) the Employee presents to the Head of Department at least three (3) months before the expected date of confinement; a certificate from a registered medical practitioner showing the expected week of confinement,

- (b) applicants for paid maternity leave must have completed at least twelve (12) months continuous service at the date of application,
 - (c) payments by the Government during the period of maternity leave shall be made on the understanding that the Employee concerned should return to duty unless good reasons for not returning are notified to Government.
4. Public holidays occurring during full pay maternity leave shall not reckon against the entitlement to full pay maternity leave.
 5. Maternity leave shall not be treated as sick leave.
 6. Absence on account of illness due or attributed to pregnancy outside the period of maternity leave shall be treated as absence on sick leave, provided it is covered by a medical certificate. Such absence not covered by a medical certificate shall be treated as leave without pay.

PATERNITY LEAVE

1. Male Employees are entitled to up to five (5) days per year for Paternity Leave.
2. Paternity Leave shall not be treated as sick leave.

ADOPTION LEAVE

The same entitlements and restrictions as specified above for Maternity and Paternity Leave shall apply for employees adopting newborns and infants up to 1 year of age.

SCHEDULE 5

Life Insurance

It is agreed that the following provisions shall be applicable to all Employees covered by this Agreement as follows:

1. All regular, full-time permanent Employees or Employees contributing to the Superannuation Scheme covered by this Agreement are eligible, on completion of a waiting period of one (1) year of continuous full-time work.

2. **Death Benefits**

If an Employee dies while insured under this plan, the Employer will immediately upon receipt of the due proof in writing of the death of the Employee pay the sum of one year's basic salary at the time of death to the beneficiary so appointed by the insured Employee.

3. **Beneficiary**

An Employee's insurance under the plan shall be payable at death to any named beneficiary, and the Employee may change his beneficiary as desired, subject to legal limitations. If more than one beneficiary is designated and in such designation, the Employee has failed to specify their relative interest, the beneficiaries shall share equally. If any beneficiary predeceases the Employee, the interest of such beneficiary shall terminate, and shall be shared equally by such of the beneficiaries as survive the Employee, unless the Employee has made a written request to the contrary in his beneficiary designation. Any amount of insurance for which there is no beneficiary at the death of the Employee shall be payable to the estate of the Employee.

4. Any Employee who dies while in service of the Government is eligible for full coverage.

SCHEDULE 6

Apprenticeship Schemes in all Departments

1. The Government of Bermuda is committed to the training and development of Bermudians in order to provide a supply of qualified skilled labour to meet the future manpower demands of the service. These apprentices must be registered with the National Training Board. The Government recognises its responsibilities to these individuals and will strive to find suitable employment opportunities for successful trainees on completion of their training. Details, including work categories and completion dates, of all apprentices will be forwarded to the Department of Immigration and to the Union.
2. All apprentices will attend courses of instruction in their particular or related field of study in the evening, on day release or on full time study at an approved institution, locally or overseas. All courses of related study will be approved by the Joint Apprenticeship Committee.
3. Apprenticeship vacancies will be advertised and candidates will be selected from applicants after interviews by the Management.
4. All apprentices will sign an agreement which sets out the terms and conditions of their apprenticeship and which will be registered by Government.
5. All fees for approved courses will be paid by Government.
6. A Joint Apprenticeship Committee shall be set up between the Union and the Employer, which shall be responsible for the administration of the above apprenticeship programmes. The terms of reference, duties and responsibilities of this Committee can be found in the appendices to this Agreement.

7. Amendments to this Schedule may be made from time to time, upon mutual agreement between the Union and the Employer.
8. Rates of pay for departmental schemes will be determined by the department concerned in conjunction with the Joint Apprenticeship Committee, but will not be less than the following percentage of the basic rate of pay for a Tradesman 1 as set out in Schedule 15.:-

| | |
|------------|-------------------------|
| Month 0-3 | 50% of Tradesman 1 rate |
| Month 3-12 | 55% |
| Year 1-2 | 65% |
| Year 2-3 | 75% |
| Year 3+ | 85% |

SCHEDULE 7

Pay Slips

Pay slips shall be issued to all Employees detailing additions and deductions in the compilation of their weekly or monthly pay.

SCHEDULE 8

Hours of Work

1. Employees who present themselves for work shall be guaranteed thirty-seven and a half (37-1/2) hours per week. At the weekly rate set out in the Schedules. Starting and finishing times may vary and be varied between Departments and between sections within Departments, by mutual agreement between the Union and the Employer. Such agreement shall be made at a general meeting of the division concerned. Part-time Employees working more than fifteen hours per week shall be entitled to pro rated benefits where appropriate. Part-time Employees who work less than fifteen hours per week shall not be entitled to benefits other than rates of pay, outlined in the agreement.
2. Employees engaged on work which cannot be performed because of inclement weather conditions will receive full pay provided that they report for work at the normal time and, subject to instructions from their supervisors, remain available for re deployment or resumption of work as weather conditions permit. Drivers at the Orange Valley School shall be available for re deployment on comparable jobs within the Department of Education, when their vehicles are unavailable or the Orange Valley School and schools are closed for any reason during normal working hours.
3. The normal work week, excluding meal and rest periods, for all Employees excluding shift and rostered Employees, shall be as in paragraph 1. above.

37-1/2 hours per week, 7-1/2 hours per day
5 days a week Monday to Friday

4. The normal work week, excluding meal and rest periods, for shift and rostered Employees, excluding P.T.B., (and excepting Front Desk Employees at Port Royal and Employees at Lefroy House who shall have a thirty five (35) hour week), shall be as set out in paragraph 1. above - 5 days a week - Monday to Friday.
5. Bridge Keepers - an annual average for each period in paragraph 1. above reflecting a) and b) in paragraph 6 below.
6. Public Transportation Board differs from other Government Departments in that service is offered to the public eighteen (18) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year. Whilst it is recognised that most Employees prefer to work a daytime shift Monday through Friday, it is also recognised that the Employer must have Bus Operators and maintenance personnel on duty on a seven (7) day per week basis.
 - (a) The normal workweek for all P.T.B. staff shall be as set out in 1. above, any five days per week, with two days off. Operators are required to work their rostered day within a twelve (12) hour spread.
 - (b) Premium pay for P.T.B. spread time shall be 75% of the hourly rate for hours worked beyond the tenth hour of spread and paid for each completed five-minute period.
 - (c) Maintenance personnel whose assigned shift occurs on a Sunday will receive a 50% pay premium for the shift.
 - (d) P.T.B. Storemen in sole charge of the stores on an assigned Saturday shift will receive a 50% pay premium on his basic rate of pay.
 - (e) The guaranteed hours paid for any rest day involving bus operators shall be four (4) hours for the first call and four (4) hours for the second call at the appropriate rate, providing there is a split period of one (1) hour. If a bus operator is called in and no work is available he will be guaranteed four (4) hours at the appropriate rate.
If a bus operator works on a rest day he will be guaranteed a minimum of four (4) hours at the appropriate rate.
 - (f) Starting and finishing time (excluding maintenance) shall be from 6:00 a.m. to 1:00a.m.
 - (g) Driver-Trainer starting times shall be as follows: 8:30a.m. to 12:30p.m. lunch break 12:30p.m. to 1:30 p.m. to 5:00 p.m.
7. (1) **Postmen**
 - (a) Postmen will work a 5-day week - Monday to Friday. For hours of work see 1. above.
 - (b) Time and one half shall be paid for all work performed during any hours in excess of the normal working day. See Schedule 9 - Overtime.

- (c) Double time shall be paid for all work performed during Sundays and Public Holidays as set out in Article 7 and Schedule 9 - Overtime.

(2) Porters, Mail Van Drivers and Janitorial Staff

- (a) Porters, mail van drivers and janitorial staff will work a 5-day week - Monday to Friday. For hours of work see 1. above.
- (b) Time and one half shall be paid for all work performed during any hours in excess of the normal working day. See Schedule 9 - Overtime.
- (c) Double time shall be paid for all work performed during Sundays and Public Holidays as set out in Article 7 and Schedule 9 - Overtime.

- (3)** Where mail is required to be handled after midnight, double time payment will be received for such work. See Schedule 9 - Overtime.

8. Lefroy House

The normal hours of work shall be 35 per week with normal work shifts being:

- (i) 7.00 a.m. to 3.00 p.m.
- (ii) 10.00 a.m. to 6.00 p.m.
- (iii) 8.00 a.m. to 4.00 p.m. (Driver/Handyman)
- (iv) 6:00a.m. to 1:30p.m. (Chef)

Shifts shall not be varied without full consultation with the Union. Every effort shall be made to reach mutual agreement.

9. Custodians

- (a) The normal working day will normally consist of two shifts. The first shift will start at 7:30 a.m.-11:00 a.m. and afternoon 3:00 p.m.-7:00 p.m. The second shift will start at 10:30 a.m.-2:00 p.m. and 3:00 p.m.-7:00 p.m. The total hours worked will be seven and one half hours per day. No Custodian will be required to start work before 7:30 a.m. or to finish work after 7:00 p.m. as part of their normal day. Shifts shall not be varied without full consultation with the Union. Every effort shall be made to reach mutual agreement. (b) During school vacation the normal working day will be from 7:30 a.m. - 4:00 p.m. Monday to Friday with one hour for lunch.

SCHEDULE 9

Overtime

- 1. Single time shall be paid to drivers bringing Employees to and from work.
- 2. Time and one half shall be paid for work performed:
 - (a) In excess of an Employee's normal working hours.

- (b) Over a rostered day within a twelve (12) hour spread in the Public Transportation Department.
3. Double time shall be paid for work performed:
 - (a) On Sundays, except in positions where there are regular duties on Sundays.
 - (b) On both rest days in any one week
 - (c) In excess of an Employee's normal working hours from midnight to normal commencement time.
 - (d) Over the rostered day outside the twelve (12) hour spread in the Public Transportation Department
 - (e) On Public Holidays.
 4. Overtime will be calculated and paid on a daily basis.
 5. The normal pay week shall be from midnight Sunday to midnight Sunday.
 6. (a) Any Employee required to work on his regularly scheduled day off shall be guaranteed a minimum of four (4) hours pay at the prescribed rate.

(b) An engineer of Marine & Ports required to work on his regular scheduled day off shall be guaranteed a minimum of five (5) hours pay at the prevailing rate.
 7. Any Employee required to work on his regular scheduled rest day(s) which coincides with a Public Holiday, the following arrangements will apply:
 - (a) Basic weekly wage, plus
 - (b) Double time for the hours worked, plus
 - (c) Single time for the Public Holiday element, plus
 - (d) Single time for the rest day element.
 8. Call Out - Any Employee called out to work after having completed his scheduled hours of work for the day will receive a minimum of four (4) hours pay at the prevailing rate.
 9. Any Employee who is required to remain on standby shall be entitled to two (2) hours pay at the prevailing rate for each four (4) hour standby period.
 10. Time off during school vacations will be given to Orange Valley -School Bus Drivers (Oversize bus) in lieu of overtime worked during the school term.
 11. **Marine And Ports:-**
 - (1) Any employee who is scheduled to work, and the job is cancelled within a four (4) hour period prior to starting time, shall be entitled to two (2) hours pay at double time.
 - (2) All crew called out or required to stay on during **sustained** winds in excess of 47.5 knots (54 mph) shall receive four (4) hours pay at double time for initial call out, and double time for hours worked

12. Any employee covered by this Collective Agreement who is scheduled to work and the job is cancelled within a four (4) hour period prior to the starting time shall be entitled to two (2) hours pay at the prevailing rate.
13. Any employee covered by this Collective Agreement who is called out during an emergency measure operation (EMO) shall receive a minimum of four (4) hours pay at double time.
14. Storm Policy – PTB – Any PTB Employees required to operate PTB vehicles and are either called out or required to stay on during sustained winds in excess of 48 knots (55 mph), shall receive four (4) hours pay at double time for the initial; call out. Any time worked after the four (4) hours will be paid at double time for the additional hours worked.

SCHEDULE 10

Pick of Work - P.T.B.

1. Bus Operators shall select rosters in order of their seniority.
2. Subject to consultation, there shall be a minimum of two (2) picks a year and a maximum of four (4) picks. There will be one (1) pick before the school summer holidays, and another at the end of the school summer holidays.
3. All picks shall be posted twenty-one (21) days before their effective date. Picking by Operators shall commence not later than seven (7) days after posting and be completed by the end of the fifteenth (15th) day after posting. Picks shall be made between the hours of 8.30 a.m. and 5 p.m. daily.
4. Each operator must pick at his designated time or leave a choice of three (3) rosters with the Management representative. If an operator fails to pick or leave a choice of three (3) rosters, the Management representative will pick for the operator. Up to 15 operators shall pick each day. The Union shall pick for an operator who fails to do so because of absence or illness. Operators absent because of illness or vacation shall be notified when a pick is to be held by Management or the Union, as mutually agreed.
5. Copies of the roster shall be given to all members of the Operator's Committee seven (7) days before posting, in order to give them the opportunity to check for errors and assist any operator unable to pick a roster because of his absence.

SCHEDULE 11

Employee Passes - P.T.B. and Marine & Ports Services

All employed and retired Employees of the Public Transportation Board and the Department of Marine & Ports Services shall be permitted to travel free on Public Transportation buses and Marine & Ports ferries, on presentation of their pass.

SCHEDULE 12

Rescue, Towage and Salvage - Marine & Ports

1. If an Employee is required or volunteers to remain on board a vessel of the Department of Marine & Ports Services for rescue or towage, he shall be paid at the basic rate for normal working hours and overtime at the agreed rate.
2. If an Employee is required or volunteers to remain on board a vessel of the Department of Marine & Ports Services for salvage, as per Lloyd's Salvage Agreement, he shall be paid at the basic rate for normal working hours, overtime at the agreed rate, and will be eligible to share 15% of the net proceeds divided among the crew in proportion to rank and in accordance with International Salvage Law. Such awards shall be subject to the approval of the Attorney General.
3. If an Employee is required or volunteers to remain on board a vessel of the Department of Marine & Ports Services outside territorial waters for commercial towage, he shall be paid at the basic rate for normal working hours, overtime at the agreed rate, and will be eligible to share 15% of the net proceeds divided among the crew.

SCHEDULE 13

Tradesman's Tools

Tradesmen will supply the tools normally associated with their trade. Any tool rendered unusable in the course of the Employee's duty will be replaced by the Employer on production of the damaged tool. The Employer agrees to make available special tools, and any tools made necessary by any change of methods or equipment, provided they would not normally be part of the Tradesman's tool kit referred to above.

An authorised inventory of the tool kit should be maintained by the Tradesman & verified by the immediate supervisor. The Tradesman will be responsible for ensuring that all reasonable precautions are taken to secure the tool kit when left at the workplace. Where it is determined (after investigation) that a tool(s) has been stolen from the tool kit, at the workplace, the Employee will be entitled to compensation from the Employer.

SCHEDULE 14

Premiums, Allowances and Commissions

(All rates with effect from 1 January 2005, rates in brackets with effect from 1 January 2006)

1.) Premiums for Apprentices:-

The Joint Apprenticeship Committee shall review both the academic (where applicable) and practical progress of each apprentice at least once a year. Provided that such progress is outstanding, the Committee shall recommend to Department Heads the award of a premium of \$0.66c per hour (\$0.69c) at the end of the 1st and 2nd year of the apprenticeship.

2.) Transport Allowances:-

Private cars-\$0.92c per mile (\$0.96), Cycles-\$0.30c per mile (\$0.32c)

3.) Certificate Premiums

Premiums for Employees who have been awarded certificates will be payable as follows:-

(a) T.C.B. Mechanics Certificate or City & Guilds Craftsman Certificate or City & Guilds Marine Craft Fitting Certificate or A.C.E.-\$0.33c per hour (\$0.35c).

(b) City & Guilds Advanced Craft Certificate or Motor Technician's Certificate- \$0.39c per hour (\$0.40c).

(c) City & Guilds Full Technology Certificate or Associated Membership of the Institute of Motor Industry (AIMI), George Brown Certificate- \$0.48c per hour (\$0.50c).

(d) Coastal Navigation Certificate - \$0.33c per hour (\$0.35c).

(e) Celestial Navigation Certificate - \$0.39c per hour (\$0.40c)

(f) HNC Auto Engineering - \$1.22c per hour (\$1.27).

(g) Florida Water Pollution Control Certification - \$0.48 per hour (\$0.50)

These premiums shall be payable for any other approved equivalent certificates.

4.) Charge hand

Charge hand rate is payable in the following circumstances:-

(a) When an Employee is assigned to take charge of workers in a higher or the same category as himself - \$0.83c per hour (\$0.86c).

(b) When an Employee is in charge of Employees in a lower category and is assigned operational responsibilities additional to those normally expected from his category of employment- \$0.83c per hour (\$0.86c).

(c) All charge hands with 1 year's experience will receive the premium during vacations and sick leave.

5.) Height Allowances:-

- (a) Working from cradles, ladders, platforms and pitched roofs over 12 ft from ground level - \$2.83c per hour (\$2.95c).
- (b) Working from ladders, scaffolding, tree hoists and in trees at over 10 ft from ground level with power saws, kango hammers and welding equipment - \$2.83c per hour (\$2.95c).
- (c) Working on top of lighthouse and roofs of towers at Government House and House of Assembly - \$5.29c per hour (\$5.51c).

6.) Dirty Work Allowance:-

- (a) Working on the repair and maintenance of foul sewer drains - \$1.50c per hour (\$1.57c).
- (b) Working in sewer manhole chamber over 6 working feet deep - \$1.62c per hour (\$1.69c).
- (c) Working on asphalt pump or pug mill in asphalt plant house - \$0.73c per hour (\$0.76c).
- (d) Working inside water tanks and confined spaces at Tynes Bay :- less than 6' 6" deep \$0.94c per hour (\$0.98c), over 6' 6" deep \$0.71c per hour (\$0.74c).
- (e) Tynes Bay/Recycling Center - Works & Engineering-An allowance of \$0.85c per hour (\$0.88c) will be paid to operators required to carry out cleaning to the Plant during major repair to the Plant, and also when repairing a crane grabber which is dirty.
- (f) Sanitation Workers - Department of Parks, Works & Engineering - An allowance of \$1.25c per hour (\$1.31c) will be paid to sanitation workers whilst working on toilets and overflows and when sanitation labourers are sprayed by hazardous materials/substances in the course of their duties, which will subsequently require the employee to shower and change clothing a maximum premium of 4 hours will be paid.
- (g) P.T.B. General Helpers- An allowance of \$0.85c per hour (\$0.88c) will be paid to General Helpers when requested to clean drains.
- (h) An allowance of \$0.85c (\$0.88c) will be paid to Tradesmen when working on the trash compacting unit of refuse collection vehicles that are unclean.
- (i) Oil Spill:- Crew members who are called to a designated marine or pipe line oil spill and are required to wear protective clothing and participate directly in a clean-up receive \$1.50c per hour (\$1.57c). The necessary protective clothing and equipment will be provided as required.
- (j) All Government Employees who sand blast using 150 PSI Compressor will receive 50% of his hourly rate (Gun Operator only)
- (l) An allowance of \$1.21 per hour (\$1.26) will be paid to operators required to carry our cleaning of the plant during major repairs to the plant and when recyclables are more than five (5) days old.

Marine & Ports:-

- (a) Cleaning fresh water tanks - 50% of the hourly rate.
- (b) Cleaning bilges - 50% of the hourly rate.
- (c) Cleaning ballast tanks - 50% of the hourly rate.
- (d) Working inside fuel tanks - 75% of the hourly rate.

- (e) Pilot Cutter crews who service submarines – 75% of the hourly rate.
- (f) All Pilot Cutter Crew who do Medicos receive 75% of the hourly rate.
- (g) An allowance of \$10.00c per week will be paid to all crew workers who collect fares as part of their duties. Crew workers that relieve on vessels and perform fare collection duties are eligible for this allowance for the duration of their relief period.

Agricultural Workers:-

- (a) \$0.47c (\$0.49c) will be paid to those Employees whose regular full time employment involves the collection of garbage containers and litter on the beaches, roadsides and public parks. This premium will be raised to \$0.46c per hour (\$0.48c) during the official camping season which is from 1st May to 30th September.
- (b) \$0.73c per hour (\$0.76c) will be paid to the tractor driver and one helper when distributing fertilizer.
- (c) \$0.73c per hour (\$0.76c) will be paid to workers engaged in herbicide and pesticides.

7.) Paving Breaker:-\$1.64c per hour (\$1.71c) will be paid for operating paving breakers.

8.) 6-Ton Trucks: - \$0.42c per hour (\$0.44c) will be paid to drivers operating 6-ton trucks.

9.) Cesspits: - A driver/operator in charge of cesspool cleaning and any Employee assigned to assist in this work shall each receive a commission of \$5.12c per load (\$5.34c).

10.) Garbage Collection Routes:-The Sanitation Foreman will receive a commission of \$19.77c (\$20.61) in addition to his basic rate of pay upon commencement and during re-mapping of the collection routes.

11.) NN Allowance: - When engaged on the collection of refuse from domestic and trade premises, drivers shall be paid a premium of \$0.83c per hour (\$0.86c) when operating with a two man loading gang. Drivers and labourers shall each be paid a premium of \$1.12c per hour (\$1.17c) when operating with a one man loading gang.

12.) Distillation and Pulverisation Plant Shift Premium

4.00 p.m. to 12.00 midnight shift - 17%

12.00 midnight to 8.00 a.m. shift - 22%

Standby allowance - \$24.65c per night (\$25.70c).

An Employee on standby will be paid a minimum of one hour overtime for attending alarm calls between the hours of 11.00 p.m. and 7.00 a.m.

13.) Sightseeing Allowance - Public Transportation

Bus Operators carrying out sightseeing tours will receive \$12.02c per hour (\$12.53).

14.) Acting Allowance - Public Transportation

When the Depot Foreman acts as Maintenance Manager or Assistant Maintenance Manager or when a Senior Despatcher/Inspector acts as Assistant Traffic Supervisor or

when a Bus Operator acts as the Senior Despatcher/Inspector for not less than one working day, or 7 hours, the additional remuneration will be \$44.94 (\$46.84) or the temporary assignment calculation in Article 15 whichever is greater.

15.) Oversize Bus-Day Training Center/Lefroy House:- if a driver of a standard bus is required to drive an oversize bus (a bus which may be fitted with 25 or more seats) that driver will be paid at the Driver- Oversize bus, hourly rate for each hour or part thereof.

16.) Transportation Allowance-Post Office:-Vehicles over 50 c.c.-\$160.26 per month (\$167.07).

17.) Working Drivers – Works & Engineering & Housing

Truck drivers who, apart from their regular responsibilities accept the additional responsibility of performing other duties shall be paid \$0.65c per hour (\$0.68c).

18.) Tar Truck Operator - Works & Engineering

An Employee operating the Tar Truck will be paid a premium of \$0.74c per hour (\$0.77c).

19.) Steel Fixing - Works & Engineering

Employees who are employed on the fixing of steel will receive \$0.65c per hour (\$0.68c).

20.) Explosives:-Employees who have the responsibility of handling explosives shall be paid a premium rate of \$4.67 per hour (\$4.87).

21.) Sanitation Employees: - \$13.51 per hour (\$14.09) shall be paid to Employees who are required to pick up and dispose of dead animals.

22) Marine & Ports

1. Sandblasting

The sandblasting gun operator only, shall receive 50% of his basic hourly rate, whilst sandblasting.

2. High Pressure Power Washing

(a) The high pressure power washing gun operator only, shall receive 50% of his basic hourly rate while power washing the bottom of boats using the 50hp power washer.

(b) The high pressure power washing gun operator only shall receive 50% of his hourly rate while power washing at the RASC wharf.

3. Airless Power Spray Painting

The airless power spray paint gun operator only, shall receive 50% of his basic hourly rate while using the power spray paint gun.

4. **Scuba Diving**

- a) A certified diver required to dive will receive an additional four (4) hours pay at time and one half (1.5) of his basic hourly rate.
- b) In the event of a diver being required to dive in excess of four (4) hours in any one day an additional minimum payment of four (4) hours pay at time and one half (1.5) will be paid at his basic hourly rate.
- c) If a diver is required to dive after having completed his regular work day an additional payment of time and half (1.5) hours will be paid, per hour in addition to normal overtime pay. (items a & b to supersede c).
- d) When a certified diver is required to dive at night the diver shall receive a minimum of 4 hours pay at double time in addition to overtime pay.

5. **Navigational Aids**

Certified ten-ton fork lift drivers will be paid a premium of \$1.27 per hour (\$1.33) when operating fork lifts.

6. **Special Allowance/Commercial Operations**

When Employees are required to work on the outer reef areas, on vessels sub-contracted in commercial operations, they shall receive an additional premium rate of 50% of the basic hourly rate.

23.) Use of Tow Truck - P.T.B & Works & Engineering

\$1.57 per hour (\$1.63) will be paid to Mechanics when using the tow truck to tow vehicles in excess of 20 feet in length and/or 5 tonne gross vehicle weight including Works & Engineering's 8 foot wide flatbed trailer.

24.) Heavy Equipment Mechanic- Department of Parks and Works & Engineering

Mechanics will be paid \$1.05c per hour (\$1.09c) when working on repairs on heavy equipment, for example, shovels, payloaders, barber greens traxcavators, etc.

25.) Skip Loader:-Employees required to operate a skip loader shall be paid \$1.08 per hour (\$1.12).

26.) Driver (Education Stores):- When the driver assists in the assembling of furniture he shall be paid a premium of \$0.84c per hour (\$0.87c).

27.) Asbestos:-Any Employee engaged in the handling, removal and/or disposal of asbestos or asbestos products shall receive a premium of \$4.11 per hour (\$4.28c).

28.) Navigational Aids - Marine & Ports:-

- (a) When working on the following navigational aids: Chub Head, Eastern Blue Cut, Kitchen Shoal and North East Breaker, Employees will receive \$2.99 per hour (\$3.12c).
- (b) Crew who go on North Rock and work will receive 4 hours pay at time and a half in addition to their regular wage.

29.) Corrosive Acid:-

- (a) When handling corrosive acid equivalent to sulphuric acid of a concentration greater than 15%, Employees will be paid \$4.36 per hour (\$4.54c).
- (b) When using fork lifts to move chemical totes of 250 gallons or greater capacity that contain corrosive acid equivalent to sulphuric acid of a concentration greater than 15%, Employees will be paid \$6.46c per hour (\$6.73c).

30.) Road Marking Works & Engineering:- When applying thermoplastic materials, employees shall receive a premium of \$1.10 per hour (\$1.14c).

31.) Vector Control:- When dealing with a mosquito larvicide, Temephos, aka Abate, employees shall receive a premium of \$0.71 per hour (\$0.74c)

32.) Tynes Bay Waste Management Facility-Confined Space Working

(a) Employees working under conditions requiring the issue of a Confined Space Permit will be entitled to a premium of \$0.66c per hour (\$0.69c) (Payment will be rounded to the nearest hour)

(b) If the conditions of (a) above apply and the employee is also required to wear protective breathing apparatus then the premium shall be \$1.41 per hour (\$1.47)

(c) If the conditions of (a) & (b) above apply and the employee is also required to work in either the electro-static precipitator, the boiler hopper, the drain pit, the flue gas exhaust system, or the quench tank the premium will be \$3.23c per hour (\$3.37c).

33. Stadium Attendant- Youth & Sports- \$0.62c per hour (0.64c) will be paid to Stadium Attendants when loading and unloading barricades.

34. Campers, Baggage Handling – A premium of \$0.63 per hour (\$0.65c) will be paid to Employees who are required to load and unload vessels for campers.

35. Towing Stage – A premium of \$1.57 per hour (\$1.63c).

SCHEDULE 15

Wages and Rates of Pay

| CATEGORY | 1st Jan 2005 | 1 st Jan 2005 | 1 st Jan-2006 | 1 st Jan 2006 |
|--|--------------|--------------------------|--------------------------|--------------------------|
| | Weekly rate | Hourly rate | Weekly rate | Hourly rate |
| WORKS & ENGINEERING | | | | |
| Supervisory Depot Foreman | \$1,063.70 | 28.365 | \$1,108.90 | 29.571 |
| Supervisory Craft/Distillation Plant Foreman, | \$1,038.23 | 27.686 | \$1,082.35 | 28.863 |
| Supervisory Foreman | \$1,016.72 | 27.113 | \$1,059.93 | 28.265 |
| Working Craft Foreman | \$1,016.72 | 27.113 | \$1,059.93 | 28.265 |
| Senior Clerks | \$1,016.72 | 27.113 | \$1,059.93 | 28.265 |
| Senior or Head Storekeeper | \$1,016.72 | 27.113 | \$1,059.93 | 28.265 |
| Working Foreman i/c Class 1a and/or Class 1 Equipment Ops, Skilled & Unskilled Labour | \$991.88 | 26.450 | \$1,034.04 | 27.574 |
| Working Foreman i/c Class 2 Equipment Ops etc., Road cleaners & sweepers | \$962.70 | 25.671 | \$1,003.61 | 26.763 |
| Tradesman, Class 1A- | \$966.50 | 25.773 | \$1,007.58 | 26.868 |
| Tradesman, Class 1 | \$942.85 | 25.143 | \$982.92 | 26.211 |
| Painter & Decorator Class 1 | \$921.91 | 24.584 | \$961.09 | 25.628 |
| Tradesman, Class 2 | \$909.11 | 24.243 | \$947.75 | 25.273 |
| Painter & Decorator Class 2 | \$864.73 | 23.059 | \$901.48 | 24.039 |
| Equipment Operators Class 1A, Licensed & highly skilled operators of self-propelled heavy equipment engaged on road construction | \$925.40 | 24.678 | \$964.73 | 25.726 |
| Equipment Ops class 1 . Licensed and skilled operators of all self-propelled heavy equipment engaged on road construction, quarry operations, road cleaning & of the low loader, including the loading and unloading of self-propelled construction machinery. Skilled operators carrying out operating duties and all maintenance & repairs at the distillation plant | \$904.45 | 24.119 | \$942.89 | 25.144 |
| Equipment Operators Class 2, Licensed & skilled operators of pay-loaders & able to carry out limited operations with Class 1 construction equipment Operators of crushing and asphalt manufacturing equipment or Road Signs & Marking equipment | \$880.56 | 23.481 | \$917.98 | 24.479 |

| Category | 1st Jan 2005 Weekly rate | 1 st Jan 2005 Hourly rate | 1 st Jan-2006 Weekly rate | 1 st Jan 2006 Hourly rate |
|---|-----------------------------|---|---|---|
| Drivers, licensed & qualified to be assigned to the duties of water trucks, asphalt trucks, heavy trucks, tipper trucks, light trucks, vans & cars & refuse collection vehicles, including servicing roads, masonry section, building maintenance section, stores section & supervising assistants to carry out road patching & road drainage maintenance; cooperating by assisting with the loading & unloading of vehicles as necessary & carrying out driver maintenance tasks | \$867.97 | 23.146 | \$904.86 | 24.129 |
| Junior Mechanic | \$864.81 | 23.062 | \$901.57 | 24.042 |
| Skilled Labourers, includes drillers, blasters, operators of road rollers, unlicensed truck & dump drivers, tyre repairman, greaser. | \$853.46 | 22.759 | \$889.73 | 23.726 |
| Sanitation Labourers | \$853.46 | 22.759 | \$889.73 | 23.726 |
| Heavy Labourers | \$840.32 | 22.409 | \$876.03 | 23.361 |
| Light Labourers Road Sweepers | \$815.18 | 21.738 | \$849.83 | 22.662 |
| Tyre Repairman/Handyman | \$867.97 | 23.146 | \$904.86 | 24.129 |
| Tyre man/Repairman Assistant | \$853.46 | 22.759 | \$889.73 | 23.726 |
| Storekeepers | \$899.93 | 23.998 | \$938.18 | 25.018 |
| Store man | \$862.46 | 22.999 | \$899.11 | 23.977 |
| Clerks | \$887.38 | 23.664 | \$925.10 | 24.670 |
| Bridge Operators Operates & carries out basic mechanical maintenance of the bridge. Carries out all necessary preparation & painting of the bridge | \$864.73 | 23.059 | \$901.48 | 24.039 |
| Maintenance/Handyman/Caretaker | \$853.46 | 22.759 | \$889.73 | 23.726 |
| Watchman & Security | \$829.65 | 22.124 | \$864.91 | 23.064 |
| Office Cleaners & Canteen Helpers | \$808.28 | 21.554 | \$842.63 | 22.470 |
| Recycling Sorter | \$853.43 | 22.757 | \$889.70 | 23.724 |
| Hazardous Waste Post | \$1,109.36 | 29.583 | \$1,156.50 | 30.840 |
| OCEAN VIEW, PORT ROYAL & St. GEORGES GOLF COURSES | | | | |
| Golf Course Mechanic / Craft Foreman | \$1,038.23 | 27.686 | \$1,082.35 | 28.863 |
| Maintenance Foreman | \$1,016.72 | 27.113 | \$1,059.93 | 28.265 |
| Maintenance Class 1A | \$966.50 | 25.773 | \$1,007.58 | 26.868 |
| Maintenance Class 1 | \$942.85 | 25.143 | \$982.92 | 26.211 |
| Maintenance Class 2 | \$909.15 | 24.244 | \$947.79 | 25.274 |
| Tractor Driver | \$876.08 | 23.362 | \$913.31 | 24.355 |
| Specialist Grounds man | \$864.81 | 23.062 | \$901.57 | 24.042 |

| Category | 1st Jan 2005 Weekly rate | 1 st Jan 2005 Hourly rate | 1 st Jan-2006 Weekly rate | 1 st Jan 2006 Hourly rate |
|---|-----------------------------|---|---|---|
| Skilled Grounds man | \$853.59 | 22.762 | \$889.86 | 23.730 |
| Grounds man | \$847.36 | 22.596 | \$883.37 | 23.556 |
| Pro-Shop Attendant | \$863.36 | 23.023 | \$900.05 | 24.002 |
| Club Attendant | \$815.18 | 21.738 | \$849.83 | 22.662 |
| Starter/Relief Counter Person (HWH) | \$792.65 | 21.137 | \$826.34 | 22.036 |
| Relief Ranger/Starter (HWH) | \$781.69 | 20.845 | \$814.91 | 21.731 |
| Ranger/Relief Houseman (HWH) | \$809.72 | 21.593 | \$844.13 | 22.511 |
| Handyman/Truck Driver/Houseman (HWH) | \$849.32 | 22.648 | \$885.42 | 23.611 |
| Cashier/Bookkeeper (35 hours) | \$843.85 | 24.110 | \$879.73 | 25.135 |
| Secretary/Typist (35 hrs) | \$827.47 | 23.642 | \$862.65 | 24.647 |
| Cashier/Receptionist (35 hrs) | \$816.52 | 23.329 | \$851.20 | 24.320 |
| Supervisor Cashier/Receptionist(35 hrs) | \$969.01 | 27.686 | \$1,010.21 | 28.863 |
| Spray Technician | \$909.15 | 24.244 | \$947.79 | 25.274 |
| Irrigation Technician | \$942.85 | 25.143 | \$982.92 | 26.211 |
| WEST END DEVELOPMENT CO. | | | | |
| Supervisory Craft Foreman | \$1,038.23 | 27.686 | \$1,082.35 | 28.863 |
| Working Foreman | \$972.42 | 25.932 | \$1,013.75 | 27.034 |
| Foreman 3 | \$912.99 | 24.346 | \$951.79 | 25.381 |
| Tradesman Class 1A | \$966.50 | 25.773 | \$1,007.58 | 26.868 |
| Tradesman Class 1 | \$942.85 | 25.143 | \$982.92 | 26.211 |
| Tradesman 2 (incl. Sew. Treat. Plant Op.) | \$909.15 | 24.244 | \$947.79 | 25.274 |
| Painter & Decorator Class 2 | \$864.73 | 23.059 | \$901.48 | 24.039 |
| Store man | \$862.46 | 22.999 | \$899.11 | 23.977 |
| Driver | \$867.97 | 23.146 | \$904.86 | 24.129 |
| Grounds man/Skilled gardener I | \$880.85 | 23.490 | \$918.29 | 24.488 |
| Skilled Labourer/Handyman | \$867.25 | 23.127 | \$904.10 | 24.110 |
| Heavy Labourer | \$840.32 | 22.409 | \$876.03 | 23.361 |
| POST OFFICE | | | | |
| Chief Area Postman | \$987.23 | 26.327 | \$1,029.19 | 27.446 |
| Assistant Chief Area Postman | \$957.37 | 25.529 | \$998.05 | 26.614 |
| Outside Postmen Postman 1+Years | \$903.73 | 24.100 | \$942.13 | 25.124 |
| Postman 3 months - 1 year | \$877.06 | 23.388 | \$914.33 | 24.382 |
| Postman 0 months - 3 months | \$868.27 | 23.154 | \$905.17 | 24.138 |
| Inside Postmen Postman 1+ years | \$871.55 | 23.242 | \$908.59 | 24.230 |
| Postman 3 months - 1 year | \$845.95 | 22.558 | \$881.90 | 23.517 |
| Postman 0 months - 3 months | \$837.41 | 22.331 | \$873.00 | 23.280 |
| Janitor - Janitor A | \$833.74 | 22.233 | \$869.18 | 23.178 |
| Janitress - Janitor B | \$810.02 | 21.600 | \$844.45 | 22.518 |

| Category | 1st Jan 2005 Weekly rate | 1 st Jan 2005 Hourly rate | 1 st Jan-2006 Weekly rate | 1 st Jan 2006 Hourly rate |
|---|-----------------------------|---|---|---|
| Maint. Handyman/Locksmith | \$903.73 | 24.100 | \$942.13 | 25.124 |
| MARINE & PORTS | | | | |
| Senior Coxswain | \$954.81 | 25.461 | \$995.39 | 26.544 |
| Coxswain 3+years | \$934.37 | 24.916 | \$974.08 | 25.975 |
| Coxswain 0 - 3 years | \$917.72 | 24.473 | \$956.72 | 25.513 |
| Engine Driver | \$883.08 | 23.549 | \$920.61 | 24.550 |
| Leading Seaman (PSTAT) | \$856.02 | 22.827 | \$892.40 | 23.797 |
| Tug Pilot – Senior | \$1,100.74 | 29.353 | \$1,147.52 | 30.601 |
| Tug Engineer – Senior | \$1,054.27 | 28.114 | \$1,099.08 | 29.308 |
| Tug Pilot | \$1,058.57 | 28.229 | \$1,103.56 | 29.428 |
| Tender Pilot | \$1,058.57 | 28.229 | \$1,103.56 | 29.428 |
| Tug Engineer | \$1,014.59 | 27.056 | \$1,057.71 | 28.206 |
| Tender Engineer | \$1,014.59 | 27.056 | \$1,057.71 | 28.206 |
| Ferry Pilot/Foreman | \$1,022.73 | 27.273 | \$1,066.20 | 28.433 |
| Ferry Supervisor | \$951.94 | 25.385 | \$992.40 | 26.464 |
| Bosun/Pilot (Nav. Aid) | \$951.94 | 25.385 | \$992.40 | 26.464 |
| Bosun/Mate | \$946.66 | 25.244 | \$986.89 | 26.317 |
| Ferry Pilot – Senior | \$946.66 | 25.244 | \$986.89 | 26.317 |
| Ferry Pilot – Junior | \$931.54 | 24.842 | \$971.13 | 25.898 |
| Pilot (Nav. Aids) | \$914.99 | 24.400 | \$953.88 | 25.437 |
| Engine Driver-Senior | \$896.51 | 23.907 | \$934.61 | 24.923 |
| Engine Driver | \$880.56 | 23.481 | \$917.98 | 24.479 |
| Bosun (Licensed) | \$914.99 | 24.400 | \$953.88 | 25.437 |
| Bosun (Unlicensed) | \$872.66 | 23.271 | \$909.75 | 24.260 |
| Fireman/Oiler | \$853.46 | 22.759 | \$889.73 | 23.726 |
| Leading Seaman | \$853.46 | 22.759 | \$889.73 | 23.726 |
| Seaman | \$839.68 | 22.391 | \$875.36 | 23.343 |
| Supervisory Foreman/Pilot | \$1,125.28 | 30.007 | \$1,173.10 | 31.282 |
| Supervisory Foreman/Engineer | \$1,125.28 | 30.007 | \$1,173.10 | 31.282 |
| Chief Mechanic | \$1,002.30 | 26.728 | \$1,044.90 | 27.864 |
| Tradesman Class 1A | \$966.50 | 25.773 | \$1,007.58 | 26.868 |
| Tradesman Class 1 (Mech.,Fitter, Welder, Shipwright,Electrician) | \$942.85 | 25.143 | \$982.92 | 26.211 |
| Tradesman Class 2 (Jnr Mechanic,Jnr.Welder) | \$909.15 | 24.244 | \$947.79 | 25.274 |
| Labour Foreman | \$909.15 | 24.244 | \$947.79 | 25.274 |
| Storekeeper | \$899.93 | 23.998 | \$938.18 | 25.018 |
| Maintenance Worker | \$880.56 | 23.481 | \$917.98 | 24.479 |
| Leading Seaman,Skilled Labourer | \$853.46 | 22.759 | \$889.73 | 23.726 |
| Labourer/seaman | \$839.68 | 22.391 | \$875.36 | 23.343 |
| Senior Operator | \$931.54 | 24.842 | \$971.13 | 25.898 |
| Operator | \$914.99 | 24.400 | \$953.88 | 25.437 |
| Lighthouse Senior Keeper | \$853.46 | 22.759 | \$889.73 | 23.726 |

| Category | 1st Jan 2005 Weekly rate | 1 st Jan 2005 Hourly rate | 1 st Jan-2006 Weekly rate | 1 st Jan 2006 Hourly rate |
|----------|-----------------------------|---|---|---|
|----------|-----------------------------|---|---|---|

| | | | | |
|-------------------|----------|--------|----------|--------|
| Lighthouse Keeper | \$839.68 | 22.391 | \$875.36 | 23.343 |
|-------------------|----------|--------|----------|--------|

PUBLIC TRANSPORTATION

| | | | | |
|---|------------|--------|------------|--------|
| Depot Foreman | \$1,063.70 | 28.365 | \$1,108.90 | 29.571 |
| Supervisory Craft Foreman | \$1,038.23 | 27.686 | \$1,082.35 | 28.863 |
| Technician | \$1,014.67 | 27.058 | \$1,057.80 | 28.208 |
| Tradesman Class 1A | \$966.50 | 25.773 | \$1,007.58 | 26.868 |
| Tradesman Class 1 | \$942.85 | 25.143 | \$982.92 | 26.211 |
| Tradesman Class 2 | \$909.15 | 24.244 | \$947.79 | 25.274 |
| Battery man/Electrician | \$909.15 | 24.244 | \$947.79 | 25.274 |
| Painter Class 2 | \$864.73 | 23.059 | \$901.48 | 24.039 |
| Store man | \$862.46 | 22.999 | \$899.11 | 23.977 |
| Semi-Skilled Tradesman- General Helper | \$853.46 | 22.759 | \$889.73 | 23.726 |
| Tyre man | \$853.46 | 22.759 | \$889.73 | 23.726 |
| Messenger/Janitor/General Helper | \$839.68 | 22.391 | \$875.36 | 23.343 |
| Night Watchman | \$829.35 | 22.116 | \$864.60 | 23.056 |
| Day/Night Cleaner | \$813.77 | 21.700 | \$848.36 | 22.623 |
| Bus Operator over 12 months | \$922.37 | 24.596 | \$961.57 | 25.642 |
| Bus Operator 0 - 12 months | \$901.43 | 24.038 | \$939.74 | 25.060 |
| Dispatcher/Inspector | \$957.79 | 25.541 | \$998.50 | 26.626 |
| Sightseeing Coordinator | \$957.79 | 25.541 | \$998.50 | 26.626 |
| Driver Trainer | \$986.51 | 26.307 | \$1,028.44 | 27.425 |
| Cashier | \$838.31 | 22.355 | \$873.94 | 23.305 |
| Janitor | \$833.45 | 22.225 | \$868.87 | 23.170 |
| Messenger | \$839.68 | 22.391 | \$875.36 | 23.343 |

HEALTH AND FAMILY SERVICES

Vector Control

| | | | | |
|----------------------|------------|--------|------------|--------|
| General Foreman | \$1,050.23 | 28.006 | \$1,094.86 | 29.196 |
| Foreman | \$974.94 | 25.999 | \$1,016.38 | 27.103 |
| Vector Inspector I | \$903.72 | 24.099 | \$942.12 | 25.123 |
| Vector Inspector II | \$883.06 | 23.548 | \$920.59 | 24.549 |
| Vector Inspector III | \$853.59 | 22.762 | \$889.86 | 23.730 |
| Storekeeper | \$899.92 | 23.998 | \$938.17 | 25.018 |
| Labourer (Canal) | \$853.59 | 22.762 | \$889.86 | 23.730 |

Lefroy House (35 hours)

| | | | | |
|-------------------------------------|----------|--------|----------|--------|
| Cook (35 hrs) | \$855.75 | 24.450 | \$892.11 | 25.489 |
| Assistant Cook (35 hrs) | \$837.20 | 23.920 | \$872.78 | 24.937 |
| Relief Cook (35 hrs) | \$820.34 | 23.438 | \$855.21 | 24.434 |
| Maid/Kitchen Help/ Laundry (35 hrs) | \$797.65 | 22.790 | \$831.57 | 23.759 |
| Driver/Handyman (35 hrs) | \$853.48 | 24.385 | \$889.75 | 25.421 |

| Category | 1st Jan 2005 Weekly rate | 1 st Jan 2005 Hourly rate | 1 st Jan-2006 Weekly rate | 1 st Jan 2006 Hourly rate |
|---------------------------------------|-----------------------------|---|---|---|
| Night Cleaner (35 hrs) | \$635.35 | 18.153 | \$662.35 | 18.924 |
| Domestic Workers (35 hrs) | \$797.88 | 22.797 | \$831.81 | 23.766 |
| Orange Valley Centre | | | | |
| Head Bus Driver | \$972.00 | 25.920 | \$1,013.31 | 27.022 |
| Driver Oversize bus | \$941.27 | 25.101 | \$981.28 | 26.168 |
| Bus Driver (1 year+) | \$879.79 | 23.461 | \$917.18 | 24.458 |
| Bus Driver (< 1 year) | \$857.60 | 22.870 | \$894.05 | 23.842 |
| General Attendant | \$804.47 | 21.453 | \$838.66 | 22.365 |
| Bus Attendant | \$716.70 | 19.112 | \$747.16 | 19.924 |
| Cook | \$855.72 | 22.820 | \$892.09 | 23.790 |
| EDUCATION | | | | |
| Stores Clerk (Stock Control) | \$906.04 | 24.160 | \$944.54 | 25.187 |
| Storekeeper | \$899.93 | 23.998 | \$938.18 | 25.018 |
| Storeman | \$862.46 | 22.999 | \$899.11 | 23.977 |
| Trucker/Driver | \$867.97 | 23.146 | \$904.86 | 24.129 |
| Bus Driver (1 year+) | \$879.79 | 23.461 | \$917.18 | 24.458 |
| Bus Attendant | \$716.70 | 19.112 | \$747.16 | 19.924 |
| Labourer/Helper | \$847.36 | 22.596 | \$883.37 | 23.556 |
| Custodian (less than 3 months) | \$827.63 | 22.070 | \$862.80 | 23.008 |
| Custodian (more than 3 months) | \$853.24 | 22.753 | \$889.50 | 23.720 |
| Custodian/ Handyman (Clearwater) | \$873.26 | 23.287 | \$910.39 | 24.277 |
| Janitors/Cleaners | \$680.94 | 18.159 | \$709.88 | 18.931 |
| Traffic Wardens/Crossings | \$847.36 | 22.596 | \$883.37 | 23.556 |
| YOUTH, SPORT & RECREATION | | | | |
| Senior Stadium Attendant-Tennis Stad. | \$863.40 | 23.024 | \$900.09 | 24.003 |
| Stadium Attendant-Tennis Stad. | \$845.74 | 22.553 | \$881.68 | 23.512 |
| Groundsman-National Stad. | \$847.36 | 22.596 | \$883.37 | 23.556 |
| Groundsman/Truck Driver- | \$867.97 | 23.146 | \$904.86 | 24.129 |
| Stadium Attendant -Bernard | \$863.40 | 23.024 | \$900.09 | 24.003 |
| Night cleaner-St Georges (24 hours) | \$680.39 | 18.143 | \$709.31 | 18.914 |
| Night cleaner-Hamilton (18 hrs) | \$680.39 | 18.143 | \$709.31 | 18.914 |
| Pilot | \$914.99 | 24.400 | \$953.88 | 25.437 |
| Relief Pilot | \$914.99 | 24.400 | \$953.88 | 25.437 |
| Caretaker/Pilot – Reverse Osmosis | \$972.45 | 25.932 | \$1,013.77 | 27.034 |
| Caretaker/Pilot | \$914.99 | 24.400 | \$953.88 | 25.437 |
| Caretaker/Groundsman | \$853.59 | 22.762 | \$889.86 | 23.730 |
| Assistant Caretaker | \$669.25 | 17.847 | \$697.69 | 18.605 |
| Deckhand | \$839.68 | 22.391 | \$875.36 | 23.343 |

| Category | 1st Jan 2005 Weekly rate | 1 st Jan 2005 Hourly rate | 1 st Jan-2006 Weekly rate | 1 st Jan 2006 Hourly rate |
|---|-----------------------------|---|---|---|
| DEPARTMENT OF PARKS | | | | |
| Supervisory Foreman (Botanical Garden) | \$1,063.70 | 28.365 | \$1,108.90 | 29.571 |
| Supervisory/Working Craft Foreman | \$1,016.72 | 27.113 | \$1,059.93 | 28.265 |
| Tree Unit Supervisor | \$1,016.72 | 27.113 | \$1,059.93 | 28.265 |
| Foreman Grade I | \$991.97 | 26.452 | \$1,034.12 | 27.576 |
| Foreman Grade II- | \$962.82 | 25.676 | \$1,003.74 | 26.767 |
| Foreman Grade III | \$949.77 | 25.328 | \$990.13 | 26.404 |
| Tradesman Class 1A | \$966.50 | 25.773 | \$1,007.58 | 26.868 |
| Tradesman/Propagator Class 2, Sanitation Driver | \$909.15 | 24.244 | \$947.79 | 25.274 |
| Tree Surgeon 1 | \$909.15 | 24.244 | \$947.79 | 25.274 |
| Tree Surgeon 2 | \$880.85 | 23.490 | \$918.29 | 24.488 |
| Trainee Tree Surgeon | \$862.64 | 23.004 | \$899.30 | 23.981 |
| Tractor Driver | \$876.08 | 23.362 | \$913.31 | 24.355 |
| Storekeeper | \$899.93 | 23.998 | \$938.18 | 25.018 |
| Driver, Sanitation Assistant | \$867.97 | 23.146 | \$904.86 | 24.129 |
| Skilled Gardener 1 | \$880.85 | 23.490 | \$918.29 | 24.488 |
| Skilled Gardener 2, Spray Boom Operator, & Light motor mower 1 | \$853.59 | 22.762 | \$889.86 | 23.730 |
| Gardener & Spray Operator | \$847.36 | 22.596 | \$883.37 | 23.556 |
| Heavy Labourer, Trash Truck Assistant | \$840.32 | 22.409 | \$876.03 | 23.361 |
| Trash Truck Driver | \$867.97 | 23.146 | \$904.86 | 24.129 |
| DEPARTMENT OF CONSERVATION SERVICES & ENVIRONMENTAL PROTECTION | | | | |
| Supervisory Foreman (Ag & Fish) | \$1,063.70 | 28.365 | \$1,108.90 | 29.571 |
| Foreman Grade I | \$991.97 | 26.452 | \$1,034.12 | 27.576 |
| Foreman Grade II- | \$962.82 | 25.676 | \$1,003.74 | 26.767 |
| Foreman Grade III | \$949.77 | 25.328 | \$990.13 | 26.404 |
| Manager - Marketing Centre | \$969.27 | 25.847 | \$1,010.46 | 26.946 |
| Tradesman/Propagator Class 1 | \$942.85 | 25.143 | \$982.92 | 26.211 |
| Tradesman Class 1A | \$966.50 | 25.773 | \$1,007.58 | 26.868 |
| Tradesman/Propagator Class 2 | \$909.15 | 24.244 | \$947.79 | 25.274 |
| Assistant Dog Warden | \$966.50 | 25.773 | \$1,007.58 | 26.868 |
| Tractor Driver | \$876.08 | 23.362 | \$913.31 | 24.355 |
| Driver | \$867.97 | 23.146 | \$904.86 | 24.129 |
| Skilled Gardener 1 | \$880.85 | 23.490 | \$918.29 | 24.488 |
| Skilled Gardener 2 & Light motor mower 1 | \$853.59 | 22.762 | \$889.86 | 23.730 |

| Category | 1st Jan 2005 | 1 st Jan 2005 | 1 st Jan-2006 | 1 st Jan 2006 |
|---|--------------|--------------------------|--------------------------|--------------------------|
| | Weekly rate | Hourly rate | Weekly rate | Hourly rate |
| Gardener & Spray Operator | \$847.36 | 22.596 | \$883.37 | 23.556 |
| Heavy Labourer, Porter Marketing Centre | \$840.32 | 22.409 | \$876.03 | 23.361 |
| Security Officer | \$829.65 | 22.124 | \$864.91 | 23.064 |
| Light Labourer | \$815.18 | 21.738 | \$849.83 | 22.662 |
| Cleaner | \$808.28 | 21.554 | \$842.63 | 22.470 |
| CUSTOMS | | | | |
| Driver/Handyman | \$867.97 | 23.146 | \$904.86 | 24.129 |
| DEFENCE | | | | |
| Cleaner | \$808.28 | 21.554 | \$842.63 | 22.470 |
| Skilled Gardener 1 | \$880.85 | 23.490 | \$918.29 | 24.488 |
| POLICE | | | | |
| Mechanic/Foreman | \$1,022.78 | 27.275 | \$1,066.25 | 28.434 |
| Tradesman Class 1A | \$966.50 | 25.773 | \$1,007.58 | 26.868 |
| Driver | \$867.97 | 23.146 | \$904.86 | 24.129 |
| Groundsman | \$853.59 | 22.762 | \$889.86 | 23.730 |
| Cleaner | \$808.28 | 21.554 | \$842.63 | 22.470 |
| CRAFT APPRENTICES | | | | |
| 1st year Apprentice (months 0-3) | \$471.43 | 12.571 | \$491.47 | 13.106 |
| 1st year Apprentice (months 4-12) | \$518.58 | 13.828 | \$540.62 | 14.416 |
| 2nd year Apprentice | \$612.84 | 16.343 | \$638.89 | 17.037 |
| 3rd year Apprentice | \$707.14 | 18.857 | \$737.19 | 19.658 |
| 4th year Apprentice | \$801.44 | 21.372 | \$835.50 | 22.281 |
| AIRPORT OPERATIONS | | | | |
| Head Skycap (From 1/4/01) | \$627.39 | 16.730 | \$654.05 | 17.441 |
| Foreman Skycap (From 1/4/01) | \$589.88 | 15.730 | \$614.95 | 16.399 |
| Skycap (From 1/4/01) | \$558.56 | 14.895 | \$582.30 | 15.528 |
| Tradesman Class 1A | 966.50 | 25.773 | \$1,007.58 | 26.868 |
| Tradesman 2 | \$909.15 | 24.244 | \$947.79 | 25.274 |

SUPPLEMENTARY MEMORANDUM No. 1

The main features of the Public Service Superannuation Act, 1981, are detailed below:

- 1.) Pensions Scheme is contributory
- 2.) The minimum age for voluntary retirement is 60 years.
- 3.) An Employee may retire before 60 years of age on medical grounds subject to the findings of a Medical Board.
- 4.) The mandatory age for retirement of Employees is 65 years.
- 5.) An Employee shall serve not less than 8 continuous years with the Government of Bermuda to qualify for the payment of a pension.
- 6.) The maximum service to be allowed to count for the purpose of pension computation shall be 40 years.
- 7.) Pensions shall be computed as follows: (expressed as a percentage of annual wage payable as pension):- (a) per year of service 1.5%, (b) at minimum qualifying period (8 years) 12%, (c) at maximum qualifying period (40 years) 60%
- 8.) For the purposes of computation the average basic salary or wage on date of retirement shall be the basis for calculation.
- 9.) Pensions will be reviewed at regular intervals of 2 years in accordance with The Pensions (Increase) Act, 1972.

Note: The provisions of the scheme are contained in an Act of Parliament and reference should be made to the Act itself if and when a problem arises.

SUPPLEMENTARY MEMORANDUM No. 2

HEALTH INSURANCE SCHEME

A brief explanation of the Government Employees Health Insurance Scheme:

Who may join the Government Employees Health Insurance Scheme?

- With few exceptions, all Government employees and their non-employed spouses must be enrolled in the Scheme. This is compulsory under the provisions of the Government Employees (Health Insurance) Act 1986, as amended.
- Children, as defined in Section 1, are eligible for enrolment in the Scheme. To provide full medical coverage for an infant, it must be enrolled in the Scheme within three months of its date of birth. After that time there is a six month waiting period for enrolment.
- Retired Government employees and their dependants may be eligible to continue enrolment on an optional basis. There may be a six-month waiting period for enrolment.
- Employed spouses may be insured for fringe benefits only.

The Scheme offers a wide range of benefits including:-

1. **Hospital In-Patient Services:**
 - Accommodation and meals at the standard of public ward rate
 - Full nursing services
 - Laboratory, radiological and diagnostic procedures

- Drugs, biological and related preparations
- Use of operating room and anaesthetic facilities
- Standard surgical supplies
- Use of radiotherapy and physiotherapy facilities
- Use of orthopaedic braces and artificial appliances
- Diabetic education and counselling limited to one programme
- Treatment for alcoholism (other than alcoholism causing acute mental illness)
- Hospice care in an establishment approved by the Committee.
- There is no limit to the duration of the period of confinement in the hospital.

2. Hospital Out-Patient Services:-

- Pathological studies, X-ray and other diagnostic procedures if prescribed by a physician.
- The use of radiotherapy, occupational therapy and physiotherapy facilities when prescribed by a physician.
- Local ambulance services in essential cases.
- For treatment in the emergency ward as an out-patient which would normally be provided in a doctor's office, if it can be shown that the insured person's doctor was not available or the condition which is considered to be an emergency arose at a time when the doctor's office is normally closed: expenses which the Committee shall approve as being reasonable and customary.

3. Maternity Benefit:-

The full cost of accommodation in the local hospital at public ward rates including meals and treatment during confinement as a result of childbirth, pregnancy or miscarriage provided that the mother enrolled in the Scheme at least ten months before the confinement. In respect of the cost of attendance by a medical practitioner for any one pregnancy in accordance with the scale of fees and Bermuda Hospitals Board (Medical and Dental Charges) Order.

4. Surgical Expenses:-

For surgical operations in the hospital or in a doctor's clinic: in accordance with the scale of fees and Bermuda Hospitals Board (Medical and Dental Charges) Order.

5. Anaesthetist's Expenses:-

For anaesthetist's fees: in accordance with the scale of fees and Bermuda Hospitals Board (Medical and Dental Charges) Order. Fees over and above those in the scale of fees shall be the responsibility of the insured person.

6. Medical Attendance:-

- For attendance by a doctor in a doctor's clinic in respect of emergency treatment immediately after an accident: expenses incurred which the Committee shall approve as being reasonable and customary.
- For attendance by a doctor while confined in hospital: in accordance with the scale of fees and Bermuda Hospitals Board (Medical and Dental Charges) Order.
- For attendance by a doctor otherwise than as described above, the scale of fees will be used as follows:
 - a) while at home: to a maximum of 4 units per visit
 - b) in a doctor's clinic: to a maximum of 1.6 units per visit
 - c) in a doctor's clinic: to a maximum of 4 units in respect of a first visit to a consultant if the insured person has been referred to the consultant by a doctor
 - d) for psychiatric treatment: to a maximum of 3 units for a half-hour and a maximum number of 25 visits per calendar year, provided that the insured person shall be responsible for 20% of the charges incurred
- Fees over and above those approved by the Committee or in the scale of fees shall be the responsibility of the insured person.

7. Diagnostic Procedures:-

For pathological studies, X-rays and other diagnostic procedures which are obtainable in a doctor's clinic or in a private laboratory for the purpose of assisting in diagnosis and treatment: expenses incurred which the Committee shall approve as being reasonable and customary.

8. Dental Treatment:-

- In case of injury to a sound natural tooth: expenses incurred for immediate treatment in the dentist's clinic which the Committee shall approve as being reasonable and customary.
- In case of further treatment prescribed by a dentist, including the provision of dentures: expenses incurred to a maximum determined by the Committee.
- In case of the excision of impacted teeth, a tumour or a cyst: expenses incurred which the Committee shall approve in advance as being reasonable and customary.

9. Overseas Treatment benefit:-

- The Committee may approve institutions for the purposes of overseas medical treatment, consultation or technical investigation and may adjust the admissible benefit payable under this paragraph where such treatment, consultation or investigation is obtained at an institution which it has not approved for such purposes.
- There are three categories of benefit payable for treatment, consultation or technical investigation overseas, namely:

- a) **Essential**-Treatment, consultation or technical investigation for which there is no alternative in Bermuda, which a medical or surgical specialist practising in Bermuda has certified as essential and urgent and immediately necessary for the health or survival of the insured person or essential in the long-term.
 - (1) The admissible benefits payable for this category are as follows: medical, surgical and hospital expenses incurred which the Committee has approved in advance as being reasonable and customary.
 - (2) Travel expenses limited to a maximum determined by the Committee.
 - (3) Expenses for essential ambulance plane services limited to 80% of the cost thereof.
- b) **Optional**-Treatment, consultation or technical investigation which is not immediately necessary for the condition of the insured person for which alternative treatment may or may not be available in Bermuda but for which it would be reasonable on medical advice for the insured person to elect treatment, consultation or technical investigation overseas.
 - (1) The insured person will be responsible for all charges incurred overseas and may claim reimbursement for such charges at rates for similar services provided in Bermuda plus 50% of the difference between the charges incurred overseas and the charges for similar services provided in Bermuda. Provided that if the services were not available in Bermuda the insured person may claim for medical expenses which the Committee has approved as being reasonable and customary; and if the services were provided as the result of an emergency, the insured person may claim for medical expenses which the Committee approves as being reasonable and customary.
 - (2) No claim may be made for travel or other expenses.
- c) **Standard**-Treatment, consultation or technical investigation with or without medical advice which is available in Bermuda and does not merit consideration under category (a) or (b) above.
 - (1) The insured person may claim reimbursement for charges incurred overseas at the rates for similar services in Bermuda.
 - (2) No claim may be made for travel or other expenses.

10. Prescription Drugs:-

- Subject to an annual deduction of \$25 per claimant, 80% of the balance will be reimbursed in respect of the cost of drugs prescribed for treatment of an illness or pathological condition and accessory equipment prescribed by a physician.

- Claims are to be submitted to the GEHI Management Committee on the standard GEHI claim as soon as possible after 31st March in each year but no later than 30th April.
- The Committee will also consider for approval, at any time during the year, the immediate reimbursement of a claim if it deems it appropriate to do so.

Further information may be obtained from the Government Employees' Health Insurance Office. (Tel: 295-5151-GEHI).

Note: This memorandum is a summary of provisions contained in an Act of Parliament and reference should be made to the Act itself if and when a problem arises.

SUPPLEMENTARY MEMORANDUM No. 3

Workmen's Compensation

A brief summary of the provisions of the Workmen's Compensation Act, 1965, and other pertinent legislation.

When an Employee suffers injury or sickness arising out of his employment, and not caused by his wilful default he may, subject to the following conditions, be granted the benefits enumerated below.

CONDITIONS:-

- (i) Production of a medical certificate detailing the nature and extent of his disability and the period that he will be unable to work.
- (ii) Certification by the Head of the Employee's Department that the injury or sickness was not caused by the Employee's wilful default.

BENEFITS:-

- (a) Full pay sick leave for up to nine weeks.
- (b) Half pay sick leave (not exceeding \$170 per week) for the period of any temporary incapacity.
- (c) A Government Employee, including casual Employees, may be paid the whole of any reasonable cost of the medical or surgical treatment of any injury or illness arising out of his employment or any part of the cost. Any such benefit however, is deducted from the benefit payable under the Government Employees (Health Insurance) Act, 1971, and "reasonable cost" is normally held to mean the rates of benefits payable under the Health Insurance Scheme.
- (d) Where an Employee is permanently disabled as a result of an injury or illness arising out of his employment he may be granted compensation of up to a maximum (for permanent total disability) of \$53,000 or four years wages, whichever is the lesser amount, and for permanent partial disability a percentage of the maximum rate in accordance with the Schedule to the Workmen's Compensation Act.

Note: These provisions are contained in an Act of Parliament and reference should be made to the Act itself if and when a problem arises.

MEMORANDA OF UNDERSTANDING

1. Compassionate Leave:-Managers will consider the authorisation of time-off for fathers to attend the birth of their child under the terms of Article 11- (e) Personal Leave. Furthermore Managers will consider authorising additional time-off for the father to attend to the mother and child immediately after the birth under the terms of Article 11 - (d) Special Compassionate Leave.

2. Driving Disqualification:-Where the loss of a driving licence prevents an Employee from driving a Government vehicle, causing him to be unable to carry out his job functions and thus renders him liable to dismissal, it is agreed that Departments should interpret this policy sensitively and with due regard to the circumstances of particular cases. Wherever possible and practical, every effort will be made to temporarily transfer Employees to other duties, or re-engage Employees after periods of disqualification. In this regard, Departments should consider: (i) the Employee's length of service, (ii) the Employee's capability, (iii) the length of disqualification, and (iv) available vacancies within the Department. This policy does not preclude a Shop Steward or union representative from making representation to management on behalf of the Employee. This policy should be drawn to the attention of all supervisors and B.I.U. Shop Stewards.

3. Pre-Retirement Leave:-Employees who retire on or after the age of 60 years shall receive paid pre-retirement leave in accordance with their length of service, as laid down in the following schedule.

| <u>Continuous Service</u> | <u>Entitlement</u> |
|---------------------------|--------------------|
| Less than 10 years | Nil |
| 10 to 14 years | 4 weeks |
| 15 to 19 years | 6 weeks |
| 20 to 24 years | 8 weeks |
| 25 to 29 years | 10 weeks |
| 30 years and over | 12 weeks |

This entitlement may be taken as paid leave or as payment in lieu of leave by arrangement with the Head of Department.

4. Legal Assistance:- A committee shall be appointed comprising representatives from Government and the Union, to assess applications for legal assistance arising out of incidents occurring while in the employment of Government, and to make recommendations to the appropriate authority.

5. Joint Apprenticeship Committee:- At the time of going to press, the terms of reference for the Committee had not been agreed between parties. It is anticipated that the terms of reference will be made available to employees in due course.