



# **FACULTY & STAFF AGREEMENT**

*Between*

**The Bermuda College**

**and**

**The Bermuda Public Services Union**

**1<sup>st</sup> August, 2020 to 31<sup>st</sup> July, 2026**

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**BERMUDA COLLEGE BOARD OF GOVERNORS**

*And*

**BERMUDA PUBLIC SERVICES UNION**

**FACULTY AND SUPPORT STAFF AGREEMENT**

**1<sup>st</sup> August 2020 – 31<sup>st</sup> July 2026**

**AN AGREEMENT** Between the Board of Governors of the Bermuda College (hereinafter referred to as “The Board” or “The College”) and the Bermuda Public Service Union (hereinafter referred to as “The Union”) representing the Faculty and Support Staff at Bermuda College.

**PREAMBLE** The primary goal of the Bermuda College is student success. The parties to this Agreement, recognize that the efforts of the Faculty and Support Staff are key to student success and pledge themselves to that end. The Staff and Faculty at the College will work together to find ways of increasing student success. These may include, but are not limited to, curricular changes, better student placement methods, better instructional equipment, and professional development for Faculty and Support Staff. Any and all methods of increasing student success will be explored so long as they are consistent with reasonable academic standards.

**ARTICLE 1 PURPOSE**

- 1) In order for Faculty and Support Staff to facilitate student success, this Agreement regulates salaries, hours of work, and other conditions of employment in order to advance student success, protect and advance the general welfare of Faculty and Support Staff, ensure good relations between Faculty, Support Staff and the Board, secure prompt and fair disposition of any grievance which may occur during the course of those relations, and achieve the highest level of efficiency consistent with a sound policy for education at the College.
- 2) The Board and the Union recognize that this Agreement imposes serious duties and responsibilities which at all times must be faithfully observed, and both parties pledge themselves to promote within the framework of the Agreement the establishment and continuance of harmonious relations between the Board and its Faculty and Support Staff for the benefit of the College and its students.

- 3) Should any Act passed by the Bermuda Government render any Article or provision contained herein null and void, then such invalidation will apply only to that affected Article or Provision. The remaining portions of this Agreement shall remain in force and effect.

**ARTICLE 2                    RECOGNITION**

The Board recognizes the Union as the sole bargaining agent for Faculty and Support Staff in the positions listed in Schedule III for the purpose of collective bargaining with respect to salaries, method of payment, leave, emoluments, sickness benefits, and other conditions of employment.

**ARTICLE 3                    BOARD'S RIGHTS**

- 1) The Union recognizes the Board's right to administer the Bermuda College and to direct its Faculty and Support Staff, including the right to employ those Faculty and Support Staff it considers most suitable, to assign and reassign Faculty and Support Staff to specific positions within the College, to transfer Faculty and Support Staff from one Department to another, and to discharge Faculty and Support Staff for cause, subject to the agreed grievance procedure set out in this Agreement.
- 2) The Board agrees to receive and consider constructive suggestions submitted by any Faculty Member or Support Staff through Joint Consultative Committee (JCC) to improve the working environment and standards of the Bermuda College.
- 3) Initial contact on union-related matters will be via the on-campus Union representative (Division 14 Chairperson).

**ARTICLE 4                    UNION'S RIGHTS**

- 1) The Union shall have the right to put forward applicants for consideration for employment at Bermuda College and to represent its Members on all matters pertaining to their employment.
- 2) The Board shall provide notice boards in a convenient place for the posting by accredited Union Officers of material and notices for the conduct of Union affairs.
- 3) The Board agrees that no employee shall be penalized, intimidated or coerced, including those holding positions of responsibility, by reason of being a member of the Union, or acting as an officer or representative of the Union.

- 4) In the interest of promoting harmonious Labour Relations, the Union and the College agree that the Shop Stewards of the BPSU need to be readily available to assist employees and communicate with the Bermuda College Executive. Therefore, Shop Stewards will inform their immediate line managers when called upon to assist in this capacity, and management will make every effort to release the Shop Steward from duty.
- 5) The President or his/her designate, may, upon application, grant paid leave to Shop Stewards, in each calendar year, to attend trade union activities.
- 6) To be eligible for nomination as a Shop Steward, employees must have successfully completed their initial probationary period.
- 7) In either case, the College employee serving as a Shop Steward shall continue to receive his/her full, regular salary and all the benefits normally provided to all full-time employees.

**ARTICLE 5 STATUS OF AGREEMENT**

Any provision of this Agreement shall be determined a valid exception to and shall supersede any existing or future Bermuda College rules and regulations, orders and practices which conflict with the Agreement.

**ARTICLE 6 REOPENER CLAUSE**

- 1) Should any Act passed by the Bermuda Government render any Article or provision contained herein null and void, then such invalidation will apply only to that affected Article or provision. The remaining portions of this Agreement shall remain in force and effect.
- 2) In the event legislation is enacted which renders any provision of this Agreement invalid, either one (1) of the parties may give notice in writing of intent to reopen the Collective Agreement to remedy the offending provision only.
- 3) Third party intervention to resolve any dispute resulting from the reopened provision shall be restricted to issuing a decision only on the said provision

**ARTICLE 7 AGENCY SHOP**

- 1) The application of Agency Shop to this Agreement will be in accordance with the Trade Union and Labour Relations (Consolidation) Act 2021 and any subsequent amendments. Workers within the bargaining unit will be deemed to be non-union workers if they fail to:
  - a) Complete the requisite membership form, and/or;



- b) Pay 100% of the appropriate contributions.
- 2) Non-union workers shall not be entitled to claim the full benefits and privileges granted to union members in good standing.
- 3) The terms and conditions of this Agreement are applicable to non-union workers with the following exceptions:
  - a) The Union will not represent non-union workers as outlined in Article 14.1 - Discipline and the Settlement of Disputes, and;
  - b) The Union will not represent non-union workers as outlined in Schedule II - Grievance Procedure and Provisions for Avoiding Disputes.
- 4) Only workers within the bargaining unit who are union members in good standing shall be entitled to full membership privileges as described in the BPSU Constitution and Bye-laws.

#### **ARTICLE 8**

#### **APPOINTMENTS**

- 1) All appointments to positions at the Bermuda College shall be recommended to the President through the appropriate member of the Executive, and by the Head of the Department in which the new appointee works. (See Organisation Chart on Page 11).
- 2) Terms of appointment and conditions of service shall be in conformity with this Agreement. Terms of appointment and conditions of service not covered in this Agreement shall be in conformity with the individual employment contract between the employee and the Board.
- 3) Terms of appointment and conditions of service not covered in this Agreement or in individual employment contracts, will be in conformity with the Bermuda College's Code of Conduct and Guidelines.

#### **ARTICLE 9**

#### **PRINTING OF THE AGREEMENT**

The Board in good faith shall ensure the circulation of the Agreement in booklet form within one (1) month of the signing of the Collective Agreement and shall post it on the portal, for the availability of each employee. The Board shall provide an electronic copy to the Union.

#### **ARTICLE 10**

#### **JOINT CONSULTATIVE COMMITTEE (JCC)**

- 1) A Joint Consultative Committee representing the Board and the Union shall meet within two (2) weeks on the written request of either party.

- 2) The Union may make recommendations for additions, deletions, or changes to the College Policy Manual. Such recommendations will be brought to JCC for discussion and communicated to the President, who will see that the recommendations are acted upon, and either accepted or rejected within two (2) months of receipt.

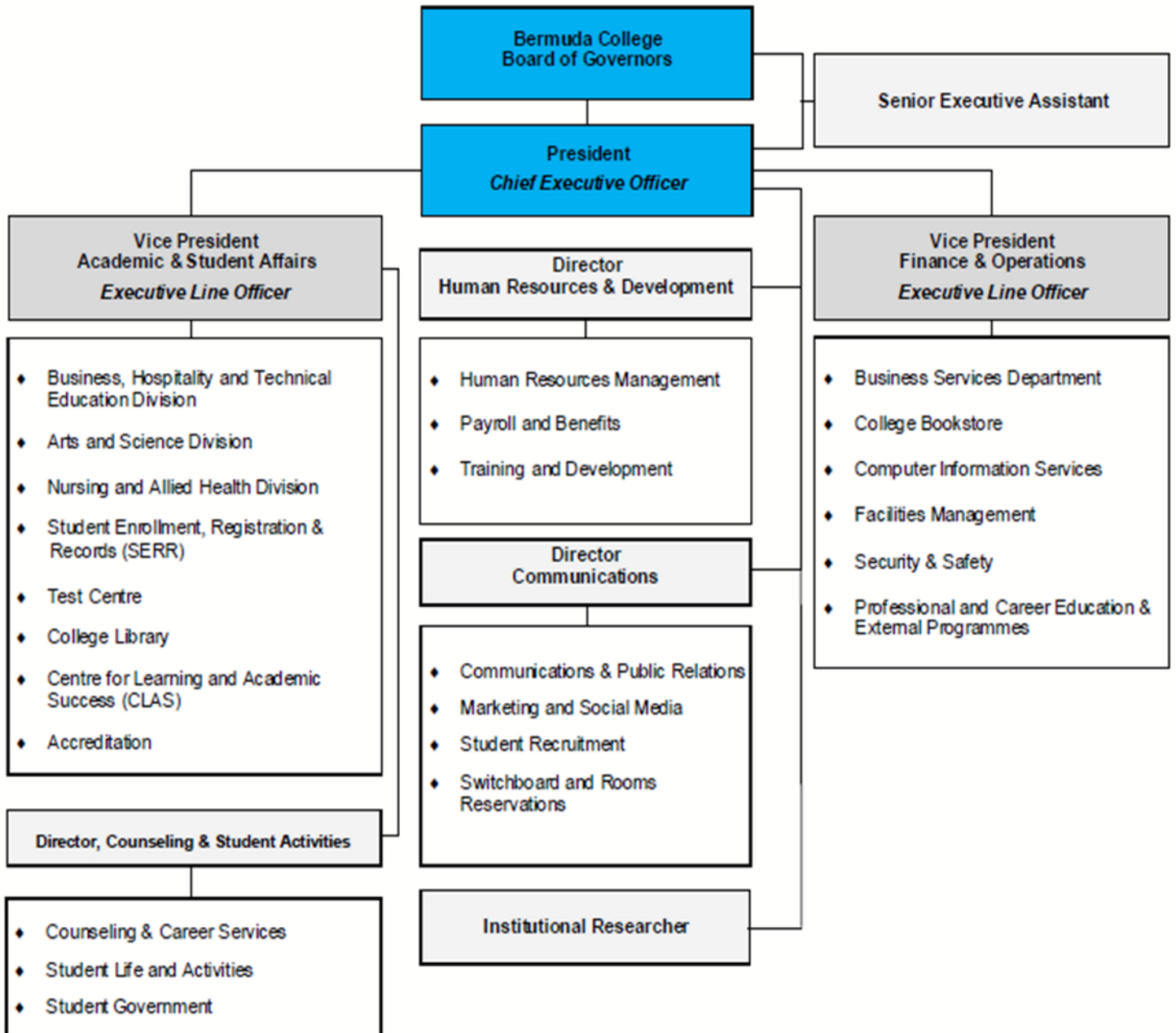
**ARTICLE 11                    MATTERS NOT SPECIFICALLY INCLUDED**

In the event that matters may arise which are not specifically covered by the terms of this Agreement, they shall be decided by the President who shall be guided by the Bermuda College's Code of Conduct and Guidelines.

**ARTICLE 12                    JOB VACANCIES**

- 1) All vacancies will be posted for a period of five (5) working days on official College notice boards and distributed electronically inviting employees to apply prior to those vacancies being advertised externally.
- 2) The College agrees to notify the Union, five (5) working days before the post is to be advertised internally, of the proposed creation of any new job titles within the bargaining unit.
- 3) It is agreed that no person shall act in a vacant post for a period more than six (6) months without the post being advertised.

## Bermuda College Organizational Chart



*Effective January 2023*

## **ARTICLE 13**

### **SENIORITY**

- 1) Seniority is defined as a Bermuda College employee's length of service while working at Bermuda College, and is relative to the length of service of other workers at Bermuda College.
- 2) Length of service for employees joining Bermuda College will be as of the first day of employment with Bermuda College.
- 3) The Board agrees that in matters of redundancies, lay-offs, call-backs, promotions, and voluntary and involuntary transfers, the following factors shall be taken into consideration: (a) ability and (b) seniority. Ability being equal, seniority will be the prevailing factor. Employees within departments involved shall have first consideration.
- 4) The Board will exercise fairness in judging the qualification of employees, and any complaint that it has failed to do so may be taken through the Grievance Procedures as set forth in Article 17.

## **ARTICLE 14**

### **RESIGNATIONS**

- 1) A member of the Support Staff who resigns shall submit the resignation in writing to the Head of the Department with a copy sent to Human Resources a minimum of one (1) pay period prior to the effective day of the resignation.
- 2) A member of the faculty who resigns shall submit the resignation in writing a minimum of four (4) months prior to the effective date of the resignation to the Vice President, Academic and Student Affairs with a copy sent to Human Resources.
- 3) If a Faculty Member resigns during a semester, the resignation should be effective at the end of that semester, barring unusual circumstances.

## **ARTICLE 15**

### **NOTIFICATION TO FACULTY OF CONTRACT NON-RENEWAL**

- 1) The Board shall notify Faculty on contract no later than 31<sup>st</sup>, January in the applicable academic year whether their contract is to be renewed pending, if applicable, permission from the Department of Immigration.
- 2) Withdrawal of a contract offer by the College for any reasons other than an issue from the Immigration Department or for cause, shall result in a payment of four (4) months' salary in conformity with Article 8 of this Agreement.

**ARTICLE 16**

**DISCIPLINE AND/OR DISMISSAL**

- 1) The Head of a Department or Division in a supervisory role may discipline any member of staff or faculty under their supervision. However, where discipline is as a result of gross misconduct, the President shall be immediately notified of such actions. Any recommendation for dismissal for cause must be made to the President, who will make the final decision.
- 2) Cause is defined as gross misconduct as defined in the Bermuda College's Code of Conduct and Guidelines.
- 3) Incumbents who receive two (2) consecutive unacceptable performance evaluations will be subject to termination according to the principles and procedures collectively agreed between the Union and the Board.
- 4) Any employee who claims wrongful discipline and/or dismissal may request that the Union take up the claim in accordance with the grievance procedures contained in this Agreement.
  - a) As agreed in this Article, the employee may be subject to discipline and/or dismissal for cause, defined as gross misconduct. In less serious cases, a verbal warning and/or warning interview will be instituted, after which the following procedure will be used:

First Offence	First Written Warning
Second Offence	Second Written Warning
Third Offence	The employee shall be subject to discipline including suspension and/or dismissal.
  - b) Written warnings and discipline reports will be signed by the Department Head and the Director of Human Resources and Development. Written warnings, to be valid, must be issued within three (3) working days of the offence. The Shop Steward will sign, acknowledging receipt of same within a further three (3) working days.
  - c) A warning will be active for a period of six (6) months; however, if similar behaviour is repeated in the twelve (12) month period from the initial warning, then the warning can be re-activated and discussed during the employee's annual performance appraisal and can also be used to escalate the progressive discipline process. If an employee has had no further warnings during the twelve (12) months, then the warning shall be removed from the employee's file as outlined in the Bermuda College Code of Conduct and Guidelines.

- d) The Board and the Union agree that the Bermuda College Disciplinary Documentation Form shall be used in accordance with any grievances raised under this Article.

## **ARTICLE 17                    GRIEVANCE PROCEDURES**

1) In the event that any employee should believe that he or she has cause for grievance against the College, it is agreed that every attempt shall be made to settle such grievance informally and expeditiously. Should such informal attempts fail to reach a settlement of the grievance, then the four-step process outlined below should be followed. Any step (or steps) may be bypassed by agreement between the parties specified in the step to be bypassed. Furthermore, the time scale specified in the step concerned may be extended by agreement between the parties specified.

**Step 1:** The aggrieved employee, with or without a Shop Steward, shall take up the grievance with the Head of the Department or Supervisor and the matter shall be dealt with within five (5) working days of the presentation of the grievance.

**Step 2:** If there is no settlement at Step 1, the aggrieved employee, with the Shop Steward, shall take the matter up with the Director of Human Resources and Development within two (2) working days after the expiry of Step 1.

**Step 3:** If there is no settlement at Step 2, the aggrieved employee, with the Shop Steward and the Union Official not being an employee of the College, shall take up the matter with the Executive Line Officer within three (3) working days after the expiry of Step 2. Thereafter, the matter shall be heard within three (3) working days.

**Step 4:** 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 Government Labour Relations Office as under Part II (3) (4) & (5) of the Labour Relations Act 1975 for mediations, conciliations, and/or arbitration, or under Part V (35) & (36) & (37) of the Employment Act 2000 for determination via the Employment Tribunal.

2) Failure to adhere to this timeline without reason will result in the defaulting party losing the grievance.

3) It is further agreed that no industrial action such as strike, lock-out, go-slow, work-to-rule, overtime ban or any other restrictions imposed by either party on the activities of the other shall take place until the procedures provided for in this Agreement and outlined above in the Article have been exhausted by both parties to the dispute.

**ARTICLE 18****COST OF LIVING ADJUSTMENT (COLA)**

If at the end of **1<sup>st</sup>August, 2023**, the Consumer Price Index (CPI) has risen 2% above the agreed percentage salary increase applicable to that year of the Agreement, then the agreed percentage salary increase applicable to the next year shall be increased by a percentage equal to that by which the Consumer Price Index (CPI) for August to July of the respective year has risen above the agreed salary increase, up to a maximum of 5%.

**ARTICLE 19****ENROLMENT IN COURSES**

- 1) Employees are entitled to enrol in a course or courses (for which they have the necessary admission qualifications) offered by the College at a time which does not conflict with the regular hours of work. The College will waive the required tuition fee provided that the course in question is deemed by the College to be viable on the basis of the number of fee-paying students enrolled. In the event that a limited enrolment course is over-subscribed by fee-paying students, the Union recognizes the right of the College to give preference to fee-paying students in accepting enrolments.
- 2) Employees who enrol in courses to pursue higher education for personal benefit will have to pay for books and materials themselves.
- 3) It is agreed that books and materials will be paid by the College if an employee is asked by their Department Head to take a course. Employees will be required to repay the College for books and materials if they do not pass the course and provided the employee's attendance is below 80%.

**ARTICLE 20****UNSATISFACTORY PERFORMANCE**

- 1) In the event that an employee proves to be unsatisfactory in regard to the performance of duties, the employee shall receive a warning interview and discussion of the problem with the immediate Supervisor as soon as possible after the problem has been recognized. The nature of the problem shall be explained. If the problem is deemed to be sufficiently serious, then, within two (2) weeks of the interview, a formal written warning of unsatisfactory performance may be provided to the employee and placed in the employee's employment file.
- 2) If unsatisfactory performance persists after two (2) consecutive written warnings, then the third (3) written warning shall be cause for dismissal.

## **ARTICLE 21**

### **HEALTH, SAFETY AND WORK ENVIRONMENT**

- 1) The Board shall be responsible for providing workplaces with adequate air conditioning where appropriate, cleaning facilities and sanitation, and shall prescribe adequate safety measures for its employees. These measures should include, where appropriate, fire extinguishers and fire drills and first aid kits.
- 2) The College will strive to supply employees with the tools and resources they need to be productive to the best of their abilities. The College will attempt to make sure that workspaces are appropriate and appropriately equipped. The College will also provide training when new equipment and office technology is introduced.
- 3) There shall be a Health and Safety Committee selected in accordance with the Health and Safety at Work Act 1982 as may from time to time be amended.

## **ARTICLE 22**

### **ACADEMIC FREEDOM**

- 1) Faculty are entitled to full academic freedom in research and in the publication of the results, subject to the adequate performance of their other academic duties, but research for pecuniary return should be based upon an understanding with the authorities of the College.
- 2) Faculty are entitled to freedom in the classroom in discussing their subject, but they should be careful not to introduce into their lectures controversial matter which has no relation to their subject.
- 3) Faculty members are citizens, members of a learned profession, and officers of an educational institution. When they speak or write as citizens, they should be free from institutional censorship or discipline, but their special position in the community imposes special obligations. As scholars and educational officers, they should remember that the public may judge their profession and the College by their utterances. When speaking in public as a private citizen, every effort should be made to clarify that Faculty are not speaking on behalf of the Bermuda College.

## **ARTICLE 23**

### **ANTI-DISCRIMINATION**

- 1) In accordance with the Human Rights Act 1981, the Board agrees not to discriminate against any employee with regard to race, ancestry, place of origin, colour, religious beliefs, sex, sexual orientation, physical or mental disability, marital status, political opinion or age.



- 2) The Union agrees to admit all persons eligible for membership and to represent all members without regard to race, ancestry, place of origin, colour, religious belief, sex, sexual orientation, physical or mental disability, marital status, political opinion or age.
- 3) Employment will be granted and obtained on the basis of qualification without prejudice or illegal discrimination. The order in which all workers vying for jobs in Bermuda will conform to the policies of the Department of Immigration.
- 4) The parties also agree that no employee and no officer of the College shall take part in formal procedures, discussions, or votes with regard to the determination of the terms and conditions of employment which apply specifically to a member of his/her family, family member being understood as spouse, domestic partner, sibling, brother-in-law, sister-in-law, father-in-law, mother-in-law, parent, child, grandparent, grandchild, aunt, uncle, niece, nephew, or first cousin.

#### **ARTICLE 24**

#### **BULLYING, SEXUAL HARASSMENT AND INCIVILITY**

- a) The College and the Union recognize that workplace bullying, sexual harassment and/or incivility is a form of misconduct, or gross misconduct depending on the circumstances of each incident. Bullying, sexual harassment and/or incivility undermines the integrity of the employment relationship and may adversely affect the officer's work performance. Therefore, the parties pledge a workplace free of bullying, sexual harassment and incivility, and mutually agree to identify and work to eliminate such occurrences. Any incidents that arise shall be handled through the disciplinary process.
- b) Every employee is entitled to employment free of bullying, sexual harassment and incivility. Workplace bullying is defined as the habitual display of offensive behaviour intended to harm, intimidate, humiliate, undermine or coerce a person or group of employees and includes but not limited to, ostracising, ridiculing, shouting at, threatening, and verbally abusing a person or a group of employees.

#### **Incivility**

Incivility is antisocial behaviour which is perceived as rude, discourteous, impolite, alienating or possibly violating the norms of good behaviour as they relate to organizational values. Behaviour can be overt, subtle and covert with ambiguous intent to psychologically harm or derail the target or more direct.

## **Sexual Harassment**

Sexual harassment includes any one or more incidences of any of the following:

- a) The use of sexually suggestive words, comments, jokes, gestures or actions that annoy, alarm or abuse a person;
- b) The initiation of uninvited physical contact with a person;
- c) The initiation of unwelcome sexual advances or the request of sexual favours from a person;
- d) Asking a person an intrusive question that are of a sexual nature pertaining to that person's private life;
- e) Transmitting sexually offensive writing or material of any kind;
- f) Making sexually offensive telephone or internet calls or messages to a person; or,
- g) Any other sexually suggestive conduct in circumstances where a reasonable person would consider the conduct to be offensive.

## **ARTICLE 25**

### **ACTING/DEPUTIZING ALLOWANCES**

#### **Acting Allowance**

Under certain conditions, an acting allowance may be payable to an employee who is requested and agrees to act in an office other than his/her own for a period of at least five (5) consecutive workdays. Payment for an acting appointment is made at the lowest grade of the post to which the employee is appointed to act. When determining the difference between a support staff and a faculty salary, the annual salaries shall be compared for the purposes of this Article. In cases where the person acting has a higher annual salary than the person being acted for, no acting allowance will be paid.

#### **Deputizing Allowance**

In cases where an employee is taking on limited additional responsibility but not a full acting appointment, the employee will be eligible for a deputizing allowance in accordance with the Bermuda College's Code of Conduct. Payment for deputizing appointments is made half way between the employee's existing grade of the post to which he/she is appointed to deputize.

## **ARTICLE 26**

### **PERSONNEL FILES**

- 1) Employees may examine the entire contents of their personal and official personnel files. No derogatory documents shall be placed in an employee's personal and/or official personnel files unless the employee has had an opportunity to review the document(s) beforehand. Employees must make an appointment with the Human Resources Office to examine their files in order to ensure that a Human Resources employee will be in the office to make the file available, within one (1) working day.
- 2) An employee's official file is the file maintained in the Human Resources Office. Departments may keep unofficial files for employees in their department, but such unofficial files may not be used for their evaluation process.

## **ARTICLE 27**

### **REPRESENTING BERMUDA ABROAD**

The President, on request from the employee after consultation with the appropriate Manager, may grant paid leave to an employee representing Bermuda or an officially sanctioned national team competing locally and or overseas or participating in an officially recognized international event. The President will consider providing such leave in whole or in combination as paid, partially paid or unpaid leave.

## **ARTICLE 28**

### **PUBLIC HOLIDAYS**

- 1) Employees are entitled to the following holidays:

New Year's Day	Good Friday
Bermuda Day	Emancipation Day
Mary Prince Day	Labour Day
Remembrance Day	National Heroes Day
Christmas Day	Boxing Day

- 2) Employees are also entitled to any other day declared by the Governor by proclamation under Section 4 of the Public Holiday Act, 1947.
- 3) If a Public Holiday falls on a weekend, the Holiday so proclaimed by the Governor in its place, shall be observed as a Public Holiday.
- 4) When a Public Holiday falls on the employee's normal day off, he/she shall receive equivalent time off within the week following the Holiday, failing which he/she shall receive the basic rate of pay in lieu of time off, or as mutually agreed between the Employer and the Employee.

**ARTICLE 29**

**ANNUAL VACATION**

1) Support staff covered by this Agreement shall be entitled to vacation days as follows:

<b>Length of Service</b>	<b>Vacation (in days)</b>
Up to 5 years	17
5 years but less than 10	19
10 years but less than 15	21
15 years but less than 20	24
20 years but less than 25	26
25 years and over	32

2) The following dates shall be additional holidays (not computed in the above vacation days) for the College.

December 2020 Return to work	24 <sup>th</sup> 29 <sup>th</sup> 30 <sup>th</sup> and 31 <sup>st</sup> 11 <sup>th</sup> January 2021
December 2021 Return to work	24 <sup>th</sup> 29 <sup>th</sup> 30 <sup>th</sup> and 31 <sup>st</sup> 10 <sup>th</sup> January 2022
December 2022 Return to work	23 <sup>rd</sup> , 28 <sup>th</sup> 29 <sup>th</sup> and 30 <sup>th</sup> 9 <sup>th</sup> January 2023
December 2023 Return to work	22 <sup>nd</sup> , 27 <sup>th</sup> , 28 <sup>th</sup> , and 29 <sup>th</sup> 8 <sup>th</sup> January 2024
December 2024 Return to work	24 <sup>th</sup> , 27 <sup>th</sup> , 30 <sup>th</sup> , and 31 <sup>st</sup> 6 <sup>th</sup> January 2025
December 2025 Return to work	24 <sup>th</sup> , 29 <sup>th</sup> , 30 <sup>th</sup> , and 31 <sup>st</sup> 5 <sup>th</sup> January 2026

3) Beginning in January 2019, the opening of session will be the first Monday after New Year's Day. Classes will begin the Monday after the opening of the session.

4) An employee whose services are terminated shall be entitled to vacation pay in proportion to the number of months the employee has completed in that twelve-month (12) period and any other vacation entitlement, provided that the employee has served at least six (6) months with the employer.

- 5) Vacation Days for Department Heads with less than twenty-five (25) years' service will be twenty-six (26) days, and those Department Heads with twenty-five (25) years of service and over will have thirty-two (32) days.
- 6) All vacations must be taken at a time mutually agreed between the employee and his/her department head.
- 7) Vacation leave accumulation shall be governed by the Bermuda's College's Code of Conduct and Guidelines.
- 8) Any staff member may elect not to take their whole entitlement of annual leave in the calendar year in which it is earned but reserve a portion of it to be taken in later years. A minimum of sixty (60%) (rounded to the nearest full day) of the leave to which the staff member is entitled in anyone (1) calendar year must be taken within that calendar year. Any request to carry forward excess leave beyond ten (10) days will be at the discretion of the Executive Line Officer.
- 9) Faculty members are not eligible for vacation.

## **ARTICLE 30**

### **SICK LEAVE**

- 1) Uncertified sick leave will be when an employee is absent from work because of illness for two (2) consecutive days or less and are not required to present a Registered Medical Practitioner' Certificate of illness. An employee shall not be granted more than ten (10) days uncertified full pay sick leave in any calendar year. An employee who is on uncertified sick leave shall immediately notify the Department Head or his/her designee.
- 2) In the event of an incapacity for work owing to illness lasting for three (3) days or more, an employee shall, on the third day of such illness, submit to the Department Head or his/her designee, a medical certificate of incapacity for worked, signed and dated by a Registered Medical Practitioner, certifying, if such is the case, an incapacity for work for a period of more than two (2) days, and stating probable duration and the nature of the incapacity.
- 3) Subject to the provisions of this Collective Agreement, an employee absent from duty owing to illness shall be entitled to receive full pay sick leave in accordance with his/her years of service within each calendar year, or part year for the employees joining or leaving the College as follow - *overleaf*:

<b>Completed Years of Service</b>	<b>Leave Entitlement</b>
Less than 2 years	5 weeks
More than 2 years but less than 4 years	6 weeks
4 years and over	14 weeks

- 4) In the event of a Public Health Crisis, after consultation with the BPSU, management reserves the right to amend *Article 30 Sick Leave*, in keeping with Government guidelines and Public Health regulations.
- 5) Employees may use up to ten (10) days of their paid sick leave entitlement to attend to the illness of an individual as mentioned in the Bermuda College's Code of Conduct and Guidelines, on production of a medical certificate to the head of their department.
- 6) Further periods of sick leave may be granted at the discretion of the President, on the advice of a Medical Practitioner.
- 7) All employees are required to report their absence through illness to their Department Head or Dean as soon as possible so that arrangements may be made for covering their duties.

**ARTICLE 31**

**FUNERAL/COMPASSIONATE LEAVE**

- 1) Upon receipt of a request by an employee to his/her Department Head, an employee shall be granted leave of absence without loss of pay of up to three (3) days for local funerals and up to five (5) days for overseas funerals in the case of the death of a (family member), grandparent, parent, foster parent, spouse, common-law wife/husband, 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.
- 2) Compassionate leave may be granted at the discretion of the Executive Line Officer in consultation with the Department Head.

**ARTICLE 32**

**MATERNITY LEAVE**

- 1) A female employee whose services exceed one (1) year shall be entitled to a total of fifteen (15) weeks paid leave and three (3) weeks unpaid leave provided that:
- 2) The employee shall notify her supervisor of the date of her expected confinement and the dates marking the beginning and end of her maternity leave at least five (5) months in advance of the expected date of delivery, and the notification shall be accompanied by the certificate of a Registered Medical Practitioner as to the expected date of delivery.

- 3) Maternity leave is granted on the understanding that the employee will return to service for a period of at least fourteen (14) weeks following completion of the maternity leave.
- 4) An employee who does not return within six (6) months after the date of delivery shall lose the right to re-employment and shall refund the monies paid to her while on Maternity Leave. The requirement with regard to the repayment of monies may be varied at the discretion of the President on good cause being shown.
- 5) Maternity leave shall not be regarded as sick-leave, but absence beyond the period of Maternity Leave on account of illness due or attributed to maternity shall be regarded as sick-leave and shall be granted under the same terms as sick leave as set out in this Agreement provided it is covered by a medical certificate.
- 6) Leave for a longer period than that covered by Maternity Leave and Sick Leave may be granted by the President, but shall be leave without pay.
- 7) With respect to faculty members, days other than duty days will not be deemed to be part of Maternity Leave.

#### **ARTICLE 33**

#### **PATERNITY LEAVE**

A male employee is entitled to seven (7) days paid paternity leave to attend to his wife or significant other or child (ren). Such leave will be granted to a male employee only once per year during the period of confinement of the mother.

#### **ARTICLE 34**

#### **ADOPTION LEAVE**

In the case of adopting a child through Primary School age, the primary caregiver will be granted up to four (4) weeks paid leave. Such leave begins on the day that the child is taken home by the parent. The secondary caregiver may be granted leave under the equivalent terms to the paternity leave provisions.

#### **ARTICLE 35**

#### **SPECIAL LEAVE**

- 1) Special leave may be granted at the discretion of the President or his/her designee with or without salary for special purposes on application by an employee. The terms of the Special Leave shall be determined by the President.
- 2) In the case where special leave granted is leave to attend a professional conference, convention, educational seminar or course, trade show or related professional activity which the President agrees can assist the professional development of the employee and is also in the interest of the College, then the Special Leave granted shall be with salary.

**ARTICLE 36 PARENTAL COMPANION LEAVE**

- 1) An employee shall be allowed up to three (3) days leave, once, per dependent child, without loss of pay to accompany his/her child transitioning to school abroad.
- 2) The employee, in consultation with his/her manager must make necessary arrangements to cover their job responsibilities during these leave days.

**ARTICLE 37 ABSENCE WITHOUT LEAVE**

Employees absenting themselves without approved leave are liable to forfeiture of pay for the period of absence and may be subject to further disciplinary action.

**ARTICLE 38 SPECIAL LEAVE FOR UNION PURPOSES**

Leave with pay will be granted to designated representatives of the Union 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 Board and the Union.

**ARTICLE 39 PERSONAL LEAVE**

Employees shall make every possible effort to arrange appointments for urgent personal business with such persons as doctors, dentists, lawyers, school administrators, or to attend to other personal business, at times outside the workday. If this is not possible, and time off for such reasons is required during the working day, an employee must give as much advance notice as possible to the Department Head.

- 1) The Department Head will make every reasonable effort to grant the necessary leave with pay, with the assurance that any projects and work requirements will be completed.
- 2) The Department Head may require the employee to furnish evidence to support the request.
- 3) Personal leave under this section may extend to half-a-day only.

**ARTICLE 40 PROFESSIONAL DEVELOPMENT (See MoU for Fund Amount)**

- 1) The College has established a professional development fund of \$50,000 annually to fund professional development for employees. Requests for funding are considered by a Professional Development Committee consisting of:



- Two (2) members of the Faculty, one (1) appointed by the Union and one (1) appointed by the College;
  - Two (2) members of the Support Staff, one (1) appointed by the Union and one (1) appointed by the College;
  - One (1) employee, appointed by the President, who will serve as Chair of the Committee and shall be a voting member.
- 2) Consistent with conventional employment practices, the Committee will fund 100% of the total costs of the professional development activity related to their current job responsibilities. Funding for non-job-related professional development will be funded at no more than 50% of the total costs, pending the availability of funds, after all job-related professional development has been considered. Committee recommendations will go to the Vice President, Finance and Operations for fiscal review.
- 3) The Committee will also consider requests for professional development leave that would require the employee to be away from campus for extended periods of time. In such cases the Committee may recommend that the employee receive 75% of their normal compensation for the period of the leave. The College, on recommendation of the Committee, may grant a maximum of two (2) such leaves each calendar year based on staffing levels and the availability of funds. Such extended leaves are not available for employees on term contract. Employees who apply for and receive such leave are required to return to Bermuda College employment for a minimum of one (1) year after the leave is completed. The Committee will periodically review eligibility rules.

#### **ARTICLE 41**

#### **DEFINITION OF SUPPORT STAFF**

Support staff are those part-time and full-time employees who are not faculty members or student employees, and who work within a thirty-five (35) hour work week. Their contracts are for the calendar year, and they are paid according to the Bermuda College Support Staff Salary Scale.

#### **ARTICLE 42**

#### **HOURS OF WORK FOR SUPPORT STAFF**

- 1) The regular work week for support staff will be 35 hours. Most staff will work from 8:45 AM to 5:00 PM Monday through Friday with a one and a quarter (1 ¼) hour meal break. A similar eight (8) and a quarter shift including an hour and a quarter (1 ¼) meal break will be worked by employees in departments with different hours of operation (e.g., Bookstore, Library, Facilities Management, Security, etc.).

- 2) Duty required on a Public Holiday shall be paid at premium rate or, by mutual consent, by time off in lieu at premium rate.
- 3) Employees whose regular work assignment is 20 hours per week or greater shall receive the same benefits as full-time employees, except that all leave will be pro-rated to the percentage of their weekly hours as a percentage of the normal 35 hours. Severance pay and retirement leave will also be pro-rated in the same manner.

#### **ARTICLE 43**

#### **OVERTIME WORK FOR SUPPORT STAFF**

- 1) Support staff may be requested to work beyond the regular hours of work. Overtime is not guaranteed; prior approval is required from the Department Head.
- 2) Employees whose salary grade is above BCS 27 are not normally paid overtime but are granted time off in lieu. Those employees must take the time off at a time agreed by mutual consent with their Department Head.
- 3) Employees with salary grades above BCS 27, who have worked beyond a 35-hour workweek, may receive overtime pay instead of time off in lieu if agreed by the Department Head. Any overtime pay will be at the premium rate of BCS 27.

#### **ARTICLE 44**

#### **PREMIUM PAY FOR SUPPORT STAFF**

For employees whose current salary is up to and including BCS 27, premium rate shall be time and a half of regular pay for unscheduled work performed between 8:00 AM and 12 midnight on Monday to Friday and double time for unscheduled work performed between 12 midnight and 8:00 AM, on days of rest, and on public holidays. This Article shall not apply to employees on shift work.

#### **ARTICLE 45**

#### **DEFINITION OF FACULTY**

- 1) Regular faculty are those full-time employees who hold the rank of instructor, senior instructor, lecturer, senior lecturer, or professor. Their contracts are for the academic year rather than the calendar year, and they are paid according to the Faculty Salary Matrix in Schedule I.
- 2) It is agreed that some academic administrators may be given faculty rank in recognition of their academic credentials and the relatedness of their work to the academic aims of the College. However, such administrators will not fall under the workload regulations for regular faculty, and this shall be stated in their employment contracts.

## **ARTICLE 46**

### **ADJUNCT FACULTY**

- 1) Adjunct faculty are part-time temporary employees hired to teach a specific course. Adjunct faculty are normally paid \$1,271.83 per credit.
- 2) When the enrolment in a course is below eight (8) students, the course will normally be cancelled. However, such courses may be offered if the College and the adjunct faculty member agree to a compensation rate below the normal credit rate.
- 3) Adjunct faculty are not eligible for benefits, and they are not expected to assume any duties other than those directly related to the course they are teaching.
- 4) When an adjunct faculty member is hired for more than seven (7) credits in one (1) semester, they will be eligible for benefits on a prorated basis.

## **ARTICLE 47**

### **FACULTY WORKLOAD**

- 1) It is understood and agreed by both parties that faculty are not hourly employees. They are expected to meet all of their professional obligations irrespective of the time it may take them to do so, and irrespective of whether their efforts in meeting their professional obligations should occur outside of the normal work week hours for support staff and outside the confines of the academic calendar.
- 2) The primary professional responsibility of faculty is teaching and all the ancillary duties that support teaching (e.g. text selection, preparation for class, marking papers, etc.).
- 3) Other professional duties may include college service, community service and research.
- 4) The normal teaching load for fulltime faculty will include teaching at least nine (9) courses or 27 credits over an academic year (August – May). Faculty may choose to teach a summer course to make up their full load.
- 5) All modules and labs (non-lecture courses) will be weighted at .67 or 2/3 of a credit hour. e.g. a three (3) hour lab will equate to two (2) credit hours.
- 6) Faculty may be expected to perform one (1) evening teaching assignment as part of their regular teaching load. A second evening class may be assigned if student demand is such that a day class is not viable. Viability will be determined during the class-scheduling process. Assignment will be based on seniority where applicable.

- 7) All faculty members will be required to advise students as faculty advisors or as advising mentors as assigned by their respective Division Heads. The time required for either role is considered to be equivalent.
- a) Faculty advisors have a caseload of students that they advise; they will normally advise up to 15 students each semester. They are expected to contact/meet with their advisees at least three times per semester.
  - b) Advising mentors advise by providing information to groups of students via workshops relevant to their subject area, selected topics, or associated career pathways; they will hold up to 3 workshops per semester. Advising mentors may also teach a College Skills Course (CSC). Advising mentors do not have a caseload of advisees but may provide occasional support/advice to individual students as needed.
  - c) While Division Heads will take faculty preferences into consideration, the advising assignment will also depend on the college's advising needs relative to student enrolment.
- 8) Faculty are required to hold five (5) office hours a week so that they are available for students who may need advising or tutoring or other assistance.
- 9) It is understood that given the variations in specific responsibilities that may be assigned to individual faculty, the teaching load of all individuals cannot be identical. Equitable teaching loads are to be based on the following formula:
- a) Student credit hours = the number of students in a given course times the number of credits for that course.
  - b) Each advisee to be counted as one (1) student credit hour.

Where a faculty member's workload for teaching four (4) courses shall be 255 student credit hours and five (5) courses shall be 315 student credit hours, during any semester, overload status will apply. That faculty member will be compensated in the amount of \$47.77 per student, per credit hour, per semester for the academic year August to May.

- 10) A faculty member is considered to be in under-load status when he or she teaches fewer than twenty-seven (27) credits in any given academic year. Under-load occurs when there are insufficient courses to be assigned to faculty members to make up their agreed upon course load.

- 11) Faculty members with under-loads may be assigned other duties at the discretion of the College Administration. Any duty that is assigned will be considered equivalent to a three (3) credit course.
- 12) If there are no suitable additional duties that can be assigned to a faculty member, the faculty member's salary will be adjusted to reflect their actual teaching load. The salary calculation method will use the teaching portion of the faculty member's salary 67.5%.
- 13) Where a faculty member is under-loaded in a semester, he/she will be required to carry a normal course load in the next three (3) semesters in order to avoid a reduction in salary.
- 14) All measurement of load in terms of number of students and number of student credit hours will be as of Census Day.
- 15) By mutual consent of a faculty member and the College, a faculty member may teach one (1) or more summer courses and have his/her load reduced by that number of courses in the following fall or spring semester(s).
- 16) Under normal circumstances, a faculty member will not be asked to teach a course without a minimum of two (2) weeks' notification.

## **ARTICLE 48**

### **FACULTY DUTY DAYS**

- 1) The professional duties performed by faculty are such that some of those duties (e.g., marking papers and preparing exams) can be performed off campus. Other duties (e.g., teaching and advising) require faculty to be on campus, or in some instances working remotely (refer to Remote Working policy). A "duty day" is defined as a day on which faculty are expected to be available to exercise their professional responsibilities. Faculty are remunerated for the entire set of professional activities involved in preparing for classes, teaching, advising, and other professional activities.
- 2) Faculty duty days shall be the five (5) working days before the first day of classes in the fall and spring semesters, every day on which regular classes are held, reading days, final exam periods, Divisional Retreats, Professional Development Day and the day of the Graduation ceremony; the semester ordinarily being 14 teaching weeks.
- 3) It is agreed by both parties that many faculty responsibilities can be performed at any location and at any time of the year. For example, many faculty members use days in the summer to review new textbooks or plan new courses. Faculty may from time to time be asked to serve on committees and engage in other activities during the summer and at other times not designated as duty days. The Bermuda College operates twelve

months a year. Committee meetings and other activities of interest to faculty will often take place on non-duty days. Faculty are free to participate in these activities as they see fit as part of their professional activities, but they will not normally receive extra compensation for such participation.

- 4) Insofar as faculty are paid for their expertise on an annual basis, it is agreed by both parties that faculty are not eligible for overtime pay.
- 5) Faculty may be required to do one (1) evening teaching assignment each semester, as part of regular assignments, without additional remuneration. A second evening class may be assigned if student demand is such that a day class is not viable. Viability will be determined during the class-scheduling process. Classes offered at night count towards faculty teaching load exactly as courses offered during the day. Teaching assignments above regular load will be paid according to Article 51.
- 6) It is understood that given the variations in specific responsibilities that may be assigned to individual faculty, the teaching load of all individuals cannot be precisely identical. A reasonable attempt will be made to keep assignments as equitable as possible.

#### **ARTICLE 49**

#### **FACULTY TUTOR DEFINITION AND WORKLOAD**

- 1) Faculty Tutors are members of faculty whose hours of work are governed by the operating needs of The Centre for Learning and Student Success.
- 2) Faculty Tutors' primary responsibility is to provide academic support and learning assistance in the form of tutorials, supplementary instruction workshops and classroom instruction. Additionally, they participate in activities for enhancement of studies.
- 3) Other duties include college service, community service and to liaison with subject-area lecturers in order to meet student needs.
- 4) The normal teaching load for a full-time faculty tutor is six (6) credits per semester. If a faculty tutor teaches more than six (6) credits per semester, they may be remunerated for additional courses taught as per Article 51 – Pay for Faculty Teaching Extra Courses.
- 5) Faculty Tutors are required to offer tutoring assistance one (1) night per week during the semester. Remuneration will be made for this with time in lieu hours.

**ARTICLE 50**

**PROFESSIONAL DEVELOPMENT DAYS**

A) Faculty and Faculty Tutors will be required to participate in a total of three (3) professional development days over one (1) academic year. The activities to be considered for professional development credit must be reflected in the faculty member's annual Faculty Evaluation. The three (3) professional development days are included in the duty days as described in paragraph 2 of Article 48.

- One (1) Day at the beginning of the Fall semester
- One (1) Day at the beginning of the Spring semester
- One (1) Day at the end of the Spring semester

Faculty will be able to determine their own professional development activities as outlined in their annual Faculty Evaluation for all other professional development. To meet personal and professional development goals, faculty will be afforded the opportunity to attend local or overseas seminars, update course websites, conduct research, write articles, or perform any other functions relative to their assignment at Bermuda College.

B) The Support Staff Association will arrange a total of two (2) professional development days for Support Staff over the academic year.

**ARTICLE 51**

**PAY FOR FACULTY TEACHING EXTRA COURSES**

Faculty teaching an extra course above normal teaching loads in the fall or spring semesters will be paid \$1,271.83 per credit.

**ARTICLE 52**

**PAY FOR FACULTY AND FACULTY TUTORS TEACHING SUMMER COURSES**

Faculty and Faculty Tutors teaching credit courses in the summer session will be paid \$1,526.19 per credit.

**ARTICLE 53**

**CALCULATION OF FACULTY SALARY UNDER SPECIAL CIRCUMSTANCES**

If a regular faculty member leaves the employment of the College during an academic year, his/her salary for that year will be prorated by dividing the number of duty days in the academic calendar into the number of duty days the faculty member worked. The resulting fraction will be multiplied times the faculty member's base annual salary to determine the prorated salary.

## **ARTICLE 54**

### **FACULTY SALARY SCALES REVISED**

- 1) Two (2) salary scales will be recognized for Bermuda College Faculty:
  - a) Schedule I will be for faculty members hired prior to 31st, July 2020. These members may be grandfathered.
  - b) Schedule II will apply to faculty members hired after 1st, August 2020.
- 2) Faculty members will be given the option to move to Schedule II or stay on Schedule I. A decision must be made by the end of **Spring Semester 2023** and will be irreversible.

## **ARTICLE 55**

### **SUPPORT STAFF SALARY SCALE**

- 1) The salary scale for support staff shall be as set forth in Schedule III.
  - a) Support Staff are placed on the Bermuda College Scale (BCS) according to the grade applied to the position. With the exception of Dean Posts, all other support staff positions are three (3)-step grades.
  - b) Placement on the Bermuda College Scale and Step will be at the time of a support staff employee's initial hire.
  - c) Other step increases may be as result of, **a)** A successful performance evaluation during the performance appraisal period, and/or, **b)** A position re-evaluation.
  - d) If during the term of this Agreement there is a restructuring or revaluing of the salary grade steps, other than negotiated increases in salaries, it is agreed that no employee will be disadvantaged as a result of the conversion.

## **ARTICLE 56**

### **PROCESS FOR PROMOTIONS FOR FACULTY**

- 1) Faculty member submits letter of interest to the Vice President, Academic and Student Affairs, with a copy to the Dean and the Director of Human Resources and Development by the first Monday in October.
- 2) After review with the Dean and the Director of Human Resources, the Vice President, Academic and Student Affairs notifies the faculty member of his/her eligibility to apply for promotion by the first Monday in November.
- 3) Upon receipt of the notification from the Vice President, Academic and Student Affairs, the faculty member submits a promotion précis\* to the Chair of the Promotions Committee by the first working Monday in January.



- 4) The Promotion Committee's recommendations are to be submitted to the Vice President, Academic and Student Affairs by the first Monday in February.
- 5) A recommendation from the Vice President, Academic and Student Affairs is to be made to the President by the first Monday in March.
- 6) Notification to faculty is to be sent by the first Monday in April, and will be effective 1<sup>st</sup> August of the next academic year. A promotion in rank would not be denied to any faculty member even though an applicant may be leaving Bermuda College.
- 7) If the faculty member is denied promotion and has questions or concerns about the denial, he/she can submit his/her questions or concerns to the President, in writing, no later than one month of being notified of the decision, with a deadline of the first Monday in May.
- 8) The President will provide a response no later than the first Monday in June.

#### **Requirements for Promotion to Professor**

- 1) Promotions into the professor rank are made on the recommendation of the Promotions Committee, the Dean and the Vice-President, Academic and Student Affairs. Recommendations will be subject to approval by the President. Such approval is not to be unreasonably withheld.

Following are the criteria that are to be used for consideration:

- a) Ordinarily, a terminal degree at the doctoral level in the teaching area and/or an international reputation for significant contributions to one's field. International reputation is defined as recognition of industry experience by an external body of the candidate's peers.

#### **Examples are:**

1. Writers: Published non-fiction books, academic journals, novels, plays;
  2. Artists: MFA (Master of Fine Arts);
  3. Accountants: FCMA (Faculdade de Ciencias do Mar E do Ambiente);
  4. Masters in Industry: Carpenters; Plumbers; Electricians; Chefs.
- b) At least twenty (20) semesters (Fall and Spring semesters only), demonstrated above-average teaching at a post-secondary level of a recognized institution and at least five (5) years of that time must be while in possession of the said qualification.

- c) A semester with an absence of more than three (3) consecutive weeks for any reason, will not be considered when calculating the period of full-time teaching.
- d) The completion of at least four (4) years of full-time, above-average teaching at Bermuda College as demonstrated by the annual appraisal.
- e) The faculty member/applicant must demonstrate substantial quality achievement in at least three (3) of the elements of service described below in the service classifications.

2) Promotions to the rank of professor are not automatic.

### **Requirements for Promotion to Senior Lecturer**

Following are the criteria that are to be used for consideration:

- a) Ordinarily, a degree at the master's level or a baccalaureate plus an additional credential such as a CA, CPA, CMA, CGA, etc. has been earned.
- b) At least ten semesters (Fall and Spring semesters only) of full-time, demonstrated above-average teaching at a post-secondary level of a recognized institution.
- c) A semester with an absence of more than three (3) consecutive weeks for any reason, will not be considered when calculating the period of full-time teaching.
- d) The completion of at least two (2) years of full-time, above-average teaching at the Bermuda College as demonstrated by the annual appraisal.
- e) The lecturer/applicant must demonstrate achievement in at least three (3) of the classifications of service described in the "Service Classifications" below.

### **Requirements for Promotion to Senior Instructor**

Following are the criteria that are to be used for consideration:

- a) Ordinarily, this applies to instructors with a baccalaureate degree or an appropriate professional certificate.
- b) At least ten semesters (Fall and Spring semesters only) of full-time, demonstrated above-average teaching at a post-secondary level of a recognized institution, or at least ten (10) years of experience in the relevant trade or industry and two (2) years of full-time, demonstrated quality teaching at the Bermuda College.

- c) A semester with an absence of more than three (3) consecutive weeks for any reason, will not be considered when calculating the period of full-time teaching.
- d) The instructor/applicant must demonstrate achievement in at least three (3) of the classifications of service described in the "Service Classifications" below.

### **Services Classifications**

**Instructional and Curriculum Development:** This classification includes development of new courses and/or programs, implementation of innovative teaching techniques including the effective use of technology for presentation and/or enhancement of courses or programs and/or noteworthy changes to existing courses.

**Professional Development:** This classification includes attendance at courses and/or workshops that are relevant to the discipline taught, acquiring an advanced degree in a discipline that meets institutional needs, membership and active participation in professional organisations, attendance and presentation at professional meetings, professional certifications, independent study for advancement of academic understanding, professional awards, honours, and other notable recognition, and other related scholarly activity.

**Service to the College:** This classification includes active membership on College committees; development of policies and procedures; contributions to institutional self-studies; strategic plan development, participation in special projects that meet institutional priorities such as student recruitment and or retention; service on screening committees, grievance hearing and joint consultative committees; student-teacher interaction outside the classroom including sponsoring student organizations, active participation in student activities and other ad hoc committees.

**Service to the Profession:** This classification includes, but may not be limited to, service on accreditation teams, editing and/or reviewing manuscripts, and service on academic committees outside the Bermuda College.

**Service to the Community:** This classification includes activity in community organizations, sponsorship of activity within the faculty member's expertise for community benefit, serving as a resource person for community groups, and participation in special performances, exhibits, or presentations open to or for the benefit of the larger community of Bermuda.

**Research and Publication:** This classification includes, but is not limited to, publication of original research, written reviews of literature, artistic

presentations, and any other articles in books and/or publications relevant to one's academic discipline at the Bermuda College.

- 1) A faculty member who is a candidate for promotion to senior instructor, senior lecturer, or professor shall submit a promotion précis to the Promotions Committee. The précis will be a list, not to exceed two (2) pages of the accomplishments of the faculty member that he or she believes justify the promotion being requested. These accomplishments may include evidence of or recognition of excellent teaching, evidence of or recognition of excellent college service, evidence of or recognition of excellent community service related to the faculty member's professional area, and/or evidence of or recognition of scholarship that impacts on the educational experience of students at the Bermuda College.
- 2) In recognition of an atmosphere of trust and in order to simplify the promotion process, the faculty member does not need to waste time and effort producing documentation for every accomplishment on the list. If, however, he or she believes that documentation would assist the Promotion Committee, it may be provided as an addendum to the promotion précis. If, for example, the faculty member was selected as "Teacher of the Year" by the Bermuda College Student Government Association, there is no need to make and attach copies of the announcement attesting to that fact or to explain what the award means. On the other hand, if a faculty member was selected as a "Fellow of the Brazilian Pedagogical Society", it might be helpful to the Promotions Committee to have literature from that organization in order for them to assess the gravity of the distinction.
- 3) The purpose of the précis is to give the Promotions Committee a *summary* of major accomplishments. The weight and thickness of the material submitted is not a criterion for promotion. Back up material should be appended only when its absence would be confusing to the Committee. In the event a candidate is not promoted and applies again in a subsequent year, the candidate need not produce a new précis. The old précis will be kept on file and only significant additions need be submitted by the faculty member.

#### **ARTICLE 57**

#### **NON-CREDIT COURSES**

Payment for individuals teaching non-credit courses shall be negotiated between the teacher and the ATHORA Division of Professional and Career Education (APACE).

#### **ARTICLE 58**

#### **PAYMENT OF SALARY**

Salary shall be paid to all fulltime employees monthly in arrears by means of electronic deposit into a bank account in a Bermuda bank.

**ARTICLE 59                    DEDUCTIONS FROM SALARY**

Deductions from salary shall be made at the appropriate rate to provide for Payroll Tax, Contributory Pensions Act, Government Employees Health Insurance Fund, Union dues and agency shop subscriptions, and any others that may be required by statute.

**ARTICLE 60                    SEVERANCE**

1) Where an appointment in the College is terminated as a result of the introduction of mechanization, other new work methods, the amalgamation of service, or the elimination of a position, and the employee is ineligible for a pension under the Public Service Superannuation Act 1981, or amendments thereto, severance pay will be granted as follows:

Less than one (1) years' service	Nil
After one (1) years' service up to	6% of annual salary
A maximum of eight (8) years continuous service	per year

- 2) Any part year of service shall be pro-rated for support staff.
- 3) Pro-ration for faculty will be 50% of a year for a complete semester. No severance will be paid for periods of less than an entire semester for a faculty member.
- 4) Where an employee's service exceeds eight (8) years, and he/she is eligible to receive an enhanced pension, he/she will not be granted severance pay.

**ARTICLE 61                    JOB CHANGES RESULTING FROM TECHNOLOGICAL CHANGE AND/OR OUTSOURCING**

- 1) If an existing employee has his/her job changed or eliminated because of technological change (i.e., if a new device or software program replaces an employee), the College will notify the employee and the BPSU at least ninety days in advance. The College will attempt to place the affected employee in another position if a vacant one (1) exists for which he/she is qualified.
- 2) The College will provide reasonable training to an employee so affected to enable that employee to continue in his/her position or to fill another post.

**ARTICLE 62 LAYOFFS**

The terms and conditions affecting layoffs, excluding extreme conditions, should be discussed between and agreed upon by the College and the Union at least six (6) months prior to any layoffs taking place.

**ARTICLE 63 EMPLOYEE EVALUATION**

The Board and Union agree to an evaluation process for all employees at Bermuda College in which the format of evaluation is standardized and related to the job description of the employee. The purpose of the evaluation is to assist each individual to understand his/her strengths and weaknesses, and to highlight aspects of his/ her work that may need professional development.

**ARTICLE 64 APPROVAL BY THE LEGISLATURE**

It is recognized that this Agreement is subject to funds being provided by the Legislature, and the Board undertakes to do all in its power to obtain Legislature approval.

**ARTICLE 65 PENSIONS GRATUITIES**

- 1) Pensions for Employees shall be in accordance with the provisions of the School Teachers Superannuation Act 1934, or subsequent legislation, particularly the Public Services Superannuation Act 1981 (which repeals the said School Teachers Superannuation Act 1934 and substitutes its provisions for those of the repealed Act) and subsequent amendments thereto. Provisions for gratuities or other awards in lieu of pension rights shall be as agreed and embodied in the rules.
- 2) On retirement from the Bermuda College on the grounds of age, an employee, on application to the President, shall be paid special full pay retirement leave at his/her current BCS grade.

**3) Years of Services Completed**

<b>Before Retirement Date</b>	<b>Retirement Leave</b>
Less than 10 years	Nil
10 - 14 years	4 weeks
15 - 19 years	6 weeks
20 - 24 years	8 weeks
25 - 29 years	10 weeks
32 years and over	12 weeks

- 3) An employee who is eligible for retirement leave and having worked any portion of his/her employment in a part-time status shall have that portion of service pro-rated and equated to full-time status and added to his/her full-time service to determine the number of weeks of entitlement.
- 4) If leave is granted, the employee may take the paid leave prior to or after their birthday.
- 5) To ensure the financial viability of Bermuda College, the application for paid retirement leave shall be reviewed by the President and the Vice President Finance and Operation. This review will give discretion to the President and the Vice President Finance and Operations to determine if the pay-out is viable.

## **ARTICLE 66**

### **UNIFORMS AND PROTECTIVE CLOTHING**

- 1) In some departments, employees are required to wear uniforms. Uniforms will be issued on first appointment and thereafter in accordance with departmental policy. Uniforms shall be decorated with badges and insignia as appropriate. The College and the Union recognize that under the Health and Safety at Work Act, 1982, and subsequent amendments, there is an obligation that requires protective clothing to be issued and worn.
- 2) The College will provide at least five (5) initial sets of protective clothing and replace as required for Facilities Management staff, Security staff and Kitchen Helpers, and two (2) lab coats for Lab and Technical staff. Work boots will also be made available in accordance with the Health and Safety at Work Act 1982.
- 3) It is agreed that, whenever protective clothing, as herein indicated, is issued to an Employee, he/she is responsible for its proper use and care until it is returned to the Employer.
- 4) All clothing provided will remain the property of the Employer. Employees shall return all clothing upon termination of their employment.

## **ARTICLE 67**

### **EMERGENCY CALL-OUT**

If an employee is called upon for emergency services after normal working hours, he/she shall receive a minimum of three (3) hours pay if eligible for overtime payments, at the appropriate rate.

**ARTICLE 68 COUNSELLOR LEAVE**

The Director of the Counselling and Student Activities will administer the equivalent of the fall and spring mid-semester breaks, while ensuring that the Counselling and Career Centre has a minimum of two (2) members of the counselling staff on hand.

**ARTICLE 69 PERSONAL DAYS**

1) All employees will be allowed a personal day(s) per year for unspecified personal business.

<b>Years of Service</b>	<b>Days</b>
1 to 9 Years	1 Day
10 to 19 Years	2 Days
20 Years and Over	3 Days

2) Personal days come into effect 1<sup>st</sup> August and must be taken by 31<sup>st</sup> July of the following year.

**ARTICLE 70 DURATION**

1) This Agreement will come into force on the **1<sup>st</sup> day of August 2020** and will expire on the **31<sup>st</sup> day of July 2026**.

2) **NOTE:** There will be a re-opener every year on the anniversary of the Agreement to discuss salaries only.

**ARTICLE 71 CONTINUANCE CLAUSE**

If for any reason there are no changes in the rates of pay and conditions of employment as of 1st August 2026, the rates of pay and conditions of employment as of 31st July 2026 will remain in force until further notice.



## **SCHEDULE I – CRITERIA FOR PLACEMENT ON FACULTY SALARY MATRIX**

Column **A** applies to instructors with a baccalaureate degree or appropriate professional certificate.

Column **B** applies to senior instructors.

Column **C** applies to lecturers with a terminal degree, a Master's degree or a baccalaureate plus an additional credential such as a CA, CPA, CMA, CGA, etc.

Column **D** applies to senior lecturers with the same qualifications as Column C.

Column **E** applies to individuals with a Master's degree and an additional credential such as a CA, CPA, CMA, CGA, etc.

Column **F** applies to individuals with two (2) Master's degrees in an area relevant to the individual's assignment at Bermuda College.

Column **G** is for senior lecturers that hold terminal degrees relevant to their assignment at Bermuda College. Terminal degrees include, but are not limited to, Ph.D, Ed.D, D.A., J.D., M.D., MFA, and M.P.A.

Column **H** applies to professors. This rank normally requires completion of a terminal degree.

If a current Faculty Member believes there is reason to dispute the placement on the salary matrix made by the Committee, he or she may submit to the President a written appeal against the placement, setting forth the reasons, within 30 days of the date of taking up the appointment.

The President's decision shall be final.

## **SCHEDULE II - CRITERIA FOR PLACEMENT ON FACULTY SALARY MATRIX**

**Effective 1st August, 2020**

Column **A** applies to instructors with a baccalaureate degree or appropriate professional certificate.

Column **B** applies to senior instructors.

Column **C** applies to lecturers with a terminal degree, a Master's degree or a baccalaureate plus an additional credential such as a CA, CPA, CMA, CGA, etc.

Column **D** applies to senior lecturers with the same qualifications as Column D.

Column **E** applies to individuals with a Master's degree and an additional credential such as a CA, CPA, CMA, CGA, etc.

Column **F** applies to individuals with two Master's degrees both in an area relevant to the individual's assignment at Bermuda College.

Column **G** is for senior lecturers that hold terminal degrees relevant to their assignment at Bermuda College. Terminal degrees include, but are not limited to, Ph. D, Ed. D, D.A., J.D., M.D., MFA, and M.P.A.

Column **H** applies to professors. This rank normally requires completion of a terminal degree.

If a current Faculty Member believes there is reason to dispute the placement on the salary matrix made by the Committee, he or she may submit to the President a written appeal against the placement, setting forth the reasons, within 30 days of the date of taking up the appointment.

The President's decision shall be final.

## SCHEDULE II – FACULTY SALARY MATRIX

Effective 1st August 2022

Yrs/Exp.	Instructor	Senior Instructor	Lecturer	Senior Lecturer	Lecturer/M A/+ Cred.	Two (2) Masters	Sr. Lect. Terminal Degree	Professor
	A	B	C	D	E	F	G	H
1	81,701.54	\$85,830.94	\$85,037.49	\$86,737.36	\$88,038.51	\$89,359.60	\$92,513.47	\$94,827.37
2	83,336.28	\$87,548.09	\$86,773.24	\$88,473.12	\$89,800.85	\$91,145.86	\$94,364.85	\$96,723.94
3	85,004.26	\$89,298.46	\$88,228.57	\$90,243.43	\$91,596.42	\$92,969.35	\$96,252.12	\$98,657.74
4	86,704.14	\$91,084.73	\$89,993.57	\$92,046.97	\$93,427.87	\$94,830.03	\$98,177.94	\$100,631.39
5	88,438.56	\$92,906.87	\$91,793.12	\$93,889.06	\$95,296.53	\$96,726.61	\$100,140.97	\$102,643.59
6	90,206.21	\$94,763.58	\$93,628.55	\$95,767.02	\$97,202.41	\$98,660.39	\$102,142.54	\$104,697.00
7	92,009.76	\$96,660.15	\$95,499.88	\$97,680.87	\$99,148.16	\$100,632.72	\$104,186.64	\$106,790.27
8	93,851.84	\$98,593.94	\$97,412.40	\$99,634.59	\$101,129.79	\$102,646.26	\$106,270.61	\$108,927.41
9	95,728.48	\$100,564.94	\$99,360.80	\$101,626.86	\$103,152.63	\$104,699.66	\$108,394.46	\$111,105.75
10	97,643.04	\$102,574.49	\$101,346.42	\$103,661.65	\$105,216.66	\$106,792.94	\$110,562.16	\$113,327.94
11	99,595.90	\$104,633.20	\$103,371.93	\$105,733.67	\$107,319.24	\$108,930.07	\$112,773.72	\$115,592.66
12	101,548.76	\$106,721.17	\$105,441.28	\$107,848.20	\$109,465.67	\$111,108.40	\$115,029.14	\$117,906.56
13	103,501.62	\$108,855.58	\$107,550.50	\$110,006.61	\$111,655.98	\$113,330.60	\$117,329.75	\$120,264.33
14	105,454.48	\$110,989.99	\$109,659.72	\$112,204.88	\$113,888.81	\$115,595.32	\$119,676.88	\$122,668.60
15	107,407.34	\$113,134.41	\$111,768.94	\$114,403.15	\$116,166.82	\$117,909.22	\$122,070.52	\$125,122.05

## APPENDIX I – CALCULATING SALARY REDUCTION AS PER UNDER-LOAD

If there are no suitable additional duties that can be assigned to a faculty member, and the faculty member has had an under load within the past 3 semesters, the faculty member's salary will be adjusted using the calculations below. Although teaching is the major duty of a faculty member, there are non-instructional duties included in his/her overall evaluation.

- In a faculty evaluation the weight assigned to teaching and related activities can range between 55% and 80%.
- When calculating a course under load the mid-point in this range, 67.5%, will be used as the teaching portion of a faculty member's salary.
- The non-teaching portion of a faculty member's salary will be 32.5%.
- The faculty member's salary will be adjusted as of **October 1** for the Fall semester and **February 1** for Spring semester.

### Salary Calculation Example

- Faculty's Normal credit hours = 27 credits (9 courses)
- Faculty's Actual credit hours this year = 24 credits (8 courses) which represents 88% of a normal load.

**Annual Salary:** Annual Salary (August 1 – July 31) **\$105,217.76**

**Salary for 10 months - October 1 – July 31** (August and September salary unadjusted):

\$105,217.76 divided by 12 = \$8,768.15 multiply by 10 = **\$87,681.47**

**Teaching Portion of Salary (67.5%):**  $\$87,681.47 \times 67.5\% = \$59,184.99$

**Non-Teaching Portion of Salary (32.5%):**  $\$87,681.47 \times 32.5\% = \$28,496.48$

**88% of Teaching Portion of Salary:**  $\$59,184.99 \times 88\% = \$52,082.79$

**Adjusted Salary for 10 months:**  $\$52,082.79 + \$28,496.48 = \$80,579.27$

**Adjusted Monthly Salary for 10 months:**  $\$80,579.27 \text{ divide by } 10 = \$8,057.92$

**Adjusted Total Annual Salary August 1 – July 31 = \$98,115.57**

- August and September Salary      \$17,536.30 ( $\$8,768.15 \times 2$ )
- Non-Teaching Portion of Salary      \$28,496.48
- Teaching Portion of Salary (88%)      \$52,082.79

### **SCHEDULE III – SUPPORT STAFF POSITIONS**

Accounts Payable & Payroll Assistant  
Accounts Receivable Assistant II  
Accounts Receivable Assistant I  
Administrative and Receiving Coordinator – Facilities  
Administrative Assistants – Academic Divisions and Student Services  
Administrative and Training Assistant – Human Resources  
Administrative Assistant – Library  
Administrative Coordinator – ATHORA PACE  
Admissions Administrator – Student Enrolment, Registration and Records  
Administrator of External Programmes, Training and Development  
Assistant Director, Information Technology Services  
Business Services Officer  
Communications Administrator  
Controller  
Counsellor – Student Services  
Culinary Arts Lab Assistant  
Curriculum and Instructional Technology Designer  
Director, Centre for Learning and Student Success  
Director, Communications  
Director of Counselling and Student Activities  
Director, Human Resources and Development  
Director, Information Technology Services  
Director, ATHORA Professional & Career Education  
Deans  
Executive Assistant to the Vice-President, Academic and Student Affairs  
Executive Assistant to the Vice President, Finance and Operations  
Faculty Tutors  
Food and Retail Merchandiser  
General Maintenance Technician  
Graphic Designer  
Head Librarian  
Human Resources Officer  
Institutional Researcher and Accreditation  
Instructional and Library Resources Technician  
Laboratory Supervisor – Arts and Science Division  
Laboratory Technician – Arts and Science Division  
Maintenance Technician  
Manager, Bookstore  
Manager, Plant Operations and Facilities  
Marketing and Social Media Officer  
Purchasing Assistant – Business Services  
Programme Coordinator – ATHORA PACE  
Records and Registration Administrator – Student Enrolment, Registration and Records  
Recruitment Officer  
Research and Instructional Librarian  
Registrar

Sales & Merchandising Assistant – Bookstore  
Security Officer  
Security Supervisor  
Senior Executive Assistant to the President and Board of Governors  
Student Life Coordinator  
Web Data Analyst

**SCHEDULE IV SUPPORT STAFF SALARIES - CURRENT - AS OF AUGUST 1ST, 2018**

BCS STEP	2018 ANNUAL SALARY	Monthly Salary	Weekly Salary	Daily Rate	Hourly Rate	Overtime @1.5	Overtime @2.0
1	36,678.70	3,056.56	705.37	141.07	20.15	30.23	40.31
2	38,061.61	3,171.80	731.95	146.39	20.91	31.37	41.83
3	39,492.61	3,291.05	759.47	151.89	21.70	32.55	43.40
4	40,968.08	3,414.01	787.85	157.57	22.51	33.76	45.02
5	42,507.73	3,542.31	817.46	163.49	23.36	35.03	46.71
6	44,102.55	3,675.21	848.13	169.63	24.23	36.35	48.46
7	45,754.44	3,812.87	879.89	175.98	25.14	37.71	50.28
8	47,477.55	3,956.46	913.03	182.61	26.09	39.13	52.17
9	49,250.71	4,104.23	947.13	189.43	27.06	40.59	54.12
10	51,098.69	4,258.22	982.67	196.53	28.08	42.11	56.15
11	53,014.28	4,417.86	1,019.51	203.90	29.13	43.69	58.26
12	54,997.63	4,583.14	1,057.65	211.53	30.22	45.33	60.44
13	56,129.26	4,677.44	1,079.41	215.88	30.84	46.26	61.68
14	57,921.86	4,826.82	1,113.88	222.78	31.83	47.74	63.65
15	59,906.93	4,992.24	1,152.06	230.41	32.92	49.37	65.83
16	61,845.82	5,153.82	1,189.34	237.87	33.98	50.97	67.96
17	63,982.50	5,331.87	1,230.43	246.09	35.16	52.73	70.31
18	66,379.22	5,531.60	1,276.52	255.30	36.47	54.71	72.94
19	68,868.70	5,739.06	1,324.40	264.88	37.84	56.76	75.68
20	71,454.25	5,954.52	1,374.12	274.82	39.26	58.89	78.52
21	74,127.22	6,177.27	1,425.52	285.10	40.73	61.09	81.46
22	76,910.78	6,409.23	1,479.05	295.81	42.26	63.39	84.52
23	79,409.04	6,617.42	1,527.10	305.42	43.63	65.45	87.26
24	81,301.50	6,775.13	1,563.49	312.70	44.67	67.01	89.34
25	83,999.53	6,999.96	1,615.38	323.08	46.15	69.23	92.31
26	86,727.65	7,227.30	1,667.84	333.57	47.65	71.48	95.31
27	89,874.72	7,489.56	1,728.36	345.67	49.38	74.07	98.76
28	93,248.05	7,770.67	1,793.23	358.65	51.24		
29	96,738.97	8,061.58	1,860.37	372.07	53.15		
30	100,368.86	8,364.07	1,930.17	386.03	55.15		
31	104,127.06	8,677.26	2,002.45	400.49	57.21		
32	108,036.71	9,003.06	2,077.63	415.53	59.36		
33	111,353.12	9,279.43	2,141.41	428.28	61.18		
34	115,444.51	9,620.38	2,220.09	444.02	63.43		
35	119,486.06	9,957.17	2,297.81	459.56	65.65		
36	123,953.58	10,329.46	2,383.72	476.74	68.11		
37	128,597.33	10,716.44	2,473.03	494.61	70.66		
38	133,421.30	11,118.44	2,565.79	513.16	73.31		
39	138,417.86	11,534.82	2,661.88	532.38	76.05		
40	144,653.17	12,054.43	2,781.79	556.36	79.48		
41	151,157.29	12,596.44	2,906.87	581.37	83.05		
42	157,966.36	13,163.86	3,037.82	607.56	86.79		
43	165,071.15	13,755.93	3,174.45	634.89	90.70		
44	172,500.35	14,375.03	3,317.31	663.46	94.78		
45	180,266.10	15,022.18	3,466.65	693.33	99.05		
46	188,377.87	15,698.16	3,622.65	724.53	103.50		
47	196,847.59	16,403.97	3,785.53	757.11	108.16		
48	205,707.59	17,142.30	3,955.92	791.18	113.03		
49	214,970.44	17,914.20	4,134.05	826.81	118.12		
50	224,643.05	18,720.25	4,320.06	864.01	123.43		

## **STATEMENT OF EMPLOYMENT**

- a) The full names of the employer and employee.
- b) The date when the employment began.
- c) The job title and brief description of the work for which the employee is employed.
- d) The place or places of work.
- e) The gross wage or the method of calculating it, and the intervals at which it is to be paid.
- f) The normal days and hours of employment or, where the job involves shift work, the normal pattern of the shifts.
- g) The entitlement to holidays, including public holidays and paid vacation leave.
  - a. The entitlement to rest days and meal breaks;
  - b. The entitlement to overtime pay or hours in lieu and the rate of overtime pay or the method of calculating it.
- h) The terms relating to incapacity for work due to sickness or injury, including provision for sick leave.
- i) The length of notice which the employee is obliged to give and entitled to receive to terminate his contract of employment.
- j) Details of any pension provided, whether under the National Pension Scheme (Occupational Pensions) Act 1998 or otherwise.
- k) Any disciplinary and grievance procedures applicable.
- l) Where the employment is not expected to be permanent, the period for which it is expected to continue or, if it is for a fixed term, the date on which it is to end.
- m) Any probationary period.
- n) Any dress code.
- o) The existence of any collective agreement which directly affects the terms and conditions of employment.
- p) Employment-related conditions (including any requirement to work at more than one location) and any immigration restrictions set out in the work permit.
- q) The existence of the employer's written policy against bullying and sexual harassment in the workplace and how the policy can be accessed.
- r) Such other matters as may be prescribed.



**BERMUDA COLLEGE BOARD OF GOVERNORS AND BERMUDA PUBLIC SERVICES UNION**

**FACULTY AND SUPPORT STAFF AGREEMENT**

**1<sup>st</sup> August, 2020 – 31<sup>st</sup> July, 2026**

**AN AGREEMENT** between the Board of Governors of Bermuda College and the Bermuda Public Service Union representing the faculty and support staff at Bermuda College.

**SIGNED** for and on behalf of the Board by:



Dr. Duranda Greene, President



Dr. Phyllis Curtis-Tweed  
VP, Academic and Student Affairs

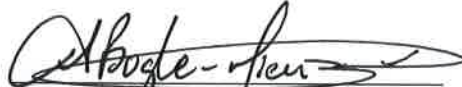


Ms. Lorrita J. Tucker  
Director  
Human Resources and Development

**SIGNED** for and on behalf of the Union by:



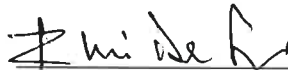
Mr. Kevin Grant, General Secretary



Mrs. Linda Bogle-Mienzer  
Labour Relations Organizer



Mr. Jamel Darrell  
Shop Steward (Support Staff)



Mr. Rui Desa  
Shop Steward (Faculty)

Dated this 13<sup>th</sup> day of December 2022

**MEMORANDUM OF UNDERSTANDING - CBA - 1<sup>st</sup>August, 2020 to 31<sup>st</sup> July, 2026**

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During negotiations for the 2017/2020 Collective Agreement, the parties agreed to form a Memorandum of Understanding to:

- a) Discuss and agree a methodology and criteria for awarding Merit Awards to Support Staff, as a part of the formal performance appraisal system. As well, agree when the revised Merit Award system will take effect.
- 

SIGNED for and on behalf of the Bermuda College by its authorized representative. 

Dr. Duranda Greene, President

Signature:



SIGNED for and on behalf of the Bermuda Public Services Union by its authorized representative.

Mr. Kevin Grant, General Secretary

Signature:



Date:

13 / 12 / 22  
D/M/Y