



THE FACULTY & STAFF AGREEMENT

Between

The Bermuda College

And

The Bermuda Public Services Union



1st August, 2017 to 31st July, 2020

BERMUDA COLLEGE BOARD OF GOVERNORS

And

BERMUDA PUBLIC SERVICES UNION

FACULTY AND SUPPORT STAFF AGREEMENT

1ST, AUGUST 2017 – 31ST, JULY 2020

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 Chairperson of Division 14 of the BPSU needs to be readily available to assist employees and communicate with the College Executive.

5) The College, therefore, agrees to reduce the workload of the Chairperson of Division 14 of the BPSU by 20% during non-negotiating years and by 50% during negotiating years.

6) To be eligible for nomination as a shop steward, employees must have successfully completed their probationary period.

7) In either case, the College employee serving as Chairperson shall continue to receive his/her full regular salary and all the benefits normally provided to all full-time employees.

ARTICLE 5

JOB VACANCIES

1) All vacancies will be posted for a period of five working days on official College notice boards and distributed electronically inviting employees to apply prior to those vacancies being advertised externally.

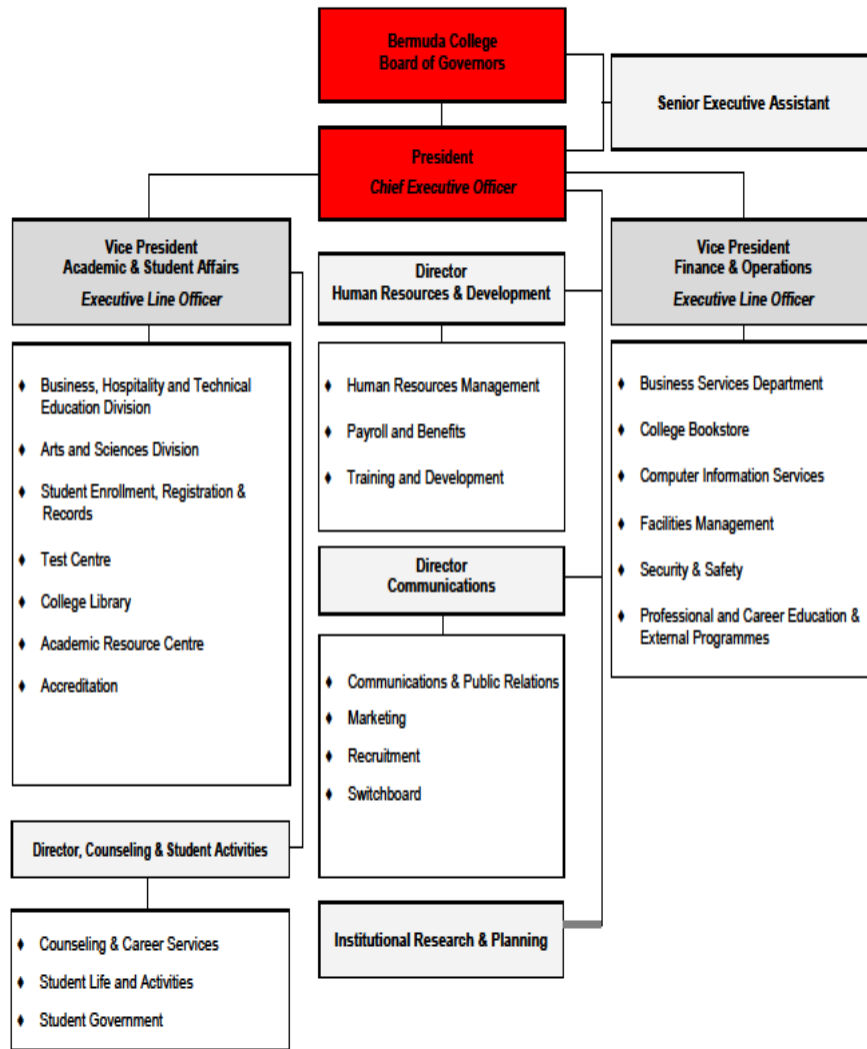
2) The College agrees to notify the Union, five working days before the post is to be advertised internally, of the proposed creation of any new job titles within the bargaining unit.

3) It is agreed that no person shall act in a vacant post for a period in excess of six months without the post being advertised.

ARTICLE 6

APPOINTMENTS

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 5). 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. 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.



Updated May 2017

ARTICLE 7 SENIORITY

- 1) Seniority of service within departments and by job category shall be the determining factor in the assignment of hours of work and vacation.
- 2) Seniority is defined as a worker's length of service, relative to the length of service of other workers.
- 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 12.

ARTICLE 8 RESIGNATIONS

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 pay period prior to the effective day of the resignation. A member of the Faculty who resigns shall submit the resignation in writing a minimum of four months prior to the effective date of the resignation to the Vice President, Academic and Student Affairs with a copy sent to Human Resources. If a Faculty Member resigns during a semester, the resignation should be effective at the end of that semester barring unusual circumstances.

ARTICLE 9 NOTIFICATION TO FACULTY OF CONTRACT NON-RENEWAL

The Board shall notify Faculty on contract no later than 31st, January in the applicable academic year whether their contract is to be renewed pending, if applicable, permission from the Department of Immigration. 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 months' salary in conformity with Article 8 of this Agreement.

ARTICLE 10 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 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 working days of the offence. The Shop Steward will sign, acknowledging receipt of same within a further three working days.

c) A warning will be active for a period of 6 months; however, if similar behaviour is repeated in the 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 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 11

JOINT CONSULTATIVE COMMITTEE

1) A Joint Consultative Committee representing the Board and the Union shall meet within two 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 months of receipt.

ARTICLE 12 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 by-passed by agreement between the parties specified in the step to be by-passed. 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 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 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 working days after the expiry of Step 2. Thereafter, the matter shall be heard within three 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 13 AGENCY SHOP

The application of Agency Shop to this Agreement will be in accordance with the Trade Union Act 1965 as from time to time amended.

ARTICLE 14 COST OF LIVING ADJUSTMENT (COLA)

If at the end of either of the first two years of this contract (that is, 31st July 2018, or 31st July 2019) 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 15 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 16 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 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 written warning shall be cause for dismissal.

ARTICLE 17 HEALTH, SAFETY AND WORK ENVIRONMENT

1) The Board shall be responsible for providing work places 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 18

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 19

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 20 HARASSMENT

The Board and the Union recognize that any member of the Bermuda College community who uses the authority of his/her position or role within the College to harass others, sexually or otherwise, is committing an abuse of authority that seriously impairs the climate of freedom and responsibility implicit in this Agreement. The Board will abide by the guidelines of the Human Rights Act 1981 to identify and work to eliminate such occurrences.

ARTICLE 21 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 work days. 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 and Guidelines. 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 22 PRINTING OF THE AGREEMENT

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

ARTICLE 23 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 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 24 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 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 25 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 26 PUBLIC HOLIDAYS

- 1) Employees are entitled to the following holidays:

New Year's Day	Good Friday
Bermuda Day	Emancipation Day
Somers 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 27 ANNUAL VACATION

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

Length of Service	Vacation (in days)
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.

In 2017: December 22, 27, 28 and 29

In 2018: December 24, 27 28, 31; January 2, 3 and 4

In 2019: December 24, 27, 30, 31; January 2 and 3

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 period and any other vacation entitlement, provided that the employee has served at least six months with the employer.

5) Vacation Days for Department Heads with less than twenty-five years' service will be twenty-six (26) days, and those Department Heads with twenty-five 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.

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 any one 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 28

SICK LEAVE

1) Uncertified sick leave will be when an employee is absent from work because of illness for two 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 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 follows:

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

4) 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.

5) Further periods of sick leave may be granted at the discretion of the President on the advice of a Medical Practitioner.

6) 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 29 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 days for local funerals and up to five 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 30 MATERNITY LEAVE

1) A female employee whose services exceed one year shall be entitled to a total of fifteen weeks paid leave and three 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 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 weeks following completion of the maternity leave.

4) An employee who does not return within six 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 31 PATERNITY LEAVE

A male employee is entitled to seven 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 32 ADOPTION LEAVE

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

ARTICLE 33 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 34 PARENTAL COMPANION LEAVE

1) An employee shall be allowed up to three 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 35 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 36 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 37 PERSONAL LEAVE

1) 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 work day. 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.

2) 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.

3) The Department Head may require the employee to furnish evidence to support the request.

4) Personal leave under this section may extend to half-a-day only.

ARTICLE 38 PROFESSIONAL DEVELOPMENT

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 members of the Faculty, one appointed by the Union and one appointed by the College
- Two members of the Support Staff, one appointed by the Union and one appointed by the College
- One 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 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 year after the leave is completed. The Committee will periodically review eligibility rules.

ARTICLE 39 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 hour meal break. A similar eight and a quarter shift including an hour and a quarter 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 40 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 41 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 42 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 43 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 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 credits in one semester, they will be eligible for benefits on a prorated basis.

ARTICLE 44 FACULTY WORK LOAD

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 workweek 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 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 3 hour lab will equate to 2 credit hours.

6) Faculty may be expected to perform one 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) In addition, all faculty members will be required to advise students. Faculty will normally advise 15 students each semester. They are expected to see their advisees at least three times per semester. For students who are doing well academically and attending class, visits to their advisor may be little more than “checking in.” For other students, it is expected that advisors will determine if the student is having any difficulty and will either provide assistance or put the student in contact with others such as counsellors and/or other faculty who can provide help.

8) Faculty are required to hold five 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 student credit hour.

Where a faculty member’s work load for teaching four courses shall be 255 student credit hours and five 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 credits in any given academic year. Under-load occurs when there is insufficient courses to be assigned to faculty members to make up their agreed upon course load.

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 3 credit course.

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%.

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 semesters in order to avoid a reduction in salary.

11) All measurement of load in terms of number of students and number of student credit hours will be as of Census Day.

12) By mutual consent of a faculty member and the College, a faculty member may teach one or more summer courses and have his/her load reduced by that number of courses in the following fall or spring semester(s).

13) Under normal circumstances, a faculty member will not be asked to teach a course without a minimum of two weeks' notification.

ARTICLE 45

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. 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 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 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 48.

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 46 FACULTY TUTOR DEFINITION AND WORK LOAD

1) Faculty Tutors are members of faculty whose hours of work are governed by the operating needs of the Academic Resource Centre.

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 credits per semester. If a faculty tutor teaches more than six credits per semester they may be remunerated for additional courses taught as per Article 48 – Pay for Faculty Teaching Extra Courses.

5) Faculty Tutors are required to offer tutoring assistance one night per week during the semester. Remuneration will be made for this with time in lieu hours.

ARTICLE 47 FACULTY PROFESSIONAL DEVELOPMENT DAYS

Faculty and Faculty Tutors will be required to participate in a total of three professional development days over one academic year. The activities to be considered for professional development credit must be reflected in the faculty member's annual Faculty Evaluation. The three professional development days are included in the duty days as described in paragraph 2 of Article 45.

- 1 Day at the beginning of the Fall semester
- 1 Day at the beginning of the Spring semester

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.

ARTICLE 48 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 49 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 50 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 51 SALARY SCALES

1) The salary scale for faculty shall be as set forth in Schedule II. The salary scale for support staff shall be as set forth in Schedule III. For the year 2018, each Schedule will receive a cost of living increase of 2.5%, effective 1st December, 2017.

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-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.

2) If for any reason there are no changes in the salary scales as of 1st August 2020, the rates of pay as of 31st July, 2020 will remain in force until further notice.

3) 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 52 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 third Monday in April and will be effective 1st 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 to teach in another venue.

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 semesters (Fall and Spring semesters only), demonstrated above-average teaching at a post-secondary level of a recognized institution and at least five years of that time must be while in possession of the said qualification.
 - c) A semester with an absence of more than three consecutive weeks for any reason, will not be considered when calculating the period of full-time teaching.
 - d) The completion of at least four 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 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 consecutive weeks for any reason, will not be considered when calculating the period of full-time teaching.
- d) The completion of at least two 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 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 years of experience in the relevant trade or industry and two years of full-time, demonstrated quality teaching at the Bermuda College.
- c) A semester with an absence of more than three 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 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 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 53 NON-CREDIT COURSES

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

ARTICLE 54 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 55 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 56 REDUNDANCY PAY

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, redundancy 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 redundancy will be paid for periods of less than an entire semester for a faculty member.

ARTICLE 57 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 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 58 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 months prior to any layoffs taking place.

ARTICLE 59 EMPLOYEE EVALUATION

The Board and Union agree to the implementation of a 360-degree 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 360-degree 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 60 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 61 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 62 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.

Years of Services Completed Before Retirement Date	Retirement Leave
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
30 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 prorated 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 the Bermuda College, the application for paid leave shall be reviewed by the President and the Vice President Finance and Operations. This review will give discretion to the President and the Vice President, Finance and Operations to determine if the pay-out is viable.

ARTICLE 63

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 initial sets of protective clothing and replace as required for Facilities Management staff, Security staff and Kitchen Helpers, and two 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 64 EMERGENCY CALL-OUT

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

ARTICLE 65 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 members of the counselling staff on hand.

ARTICLE 66 PERSONAL DAYS

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

Years of Service	Days
1 to 9 Years	1 Day
10 to 19 Years	2 Days
20 Years and Over	3 Days

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

ARTICLE 67 DURATION

This Agreement will come into force on the 1st day of August 2017 and will expire on the 31st day of July 2020.

SCHEDULE I – CRITERIA FOR PLACEMENT ON FACULTY SALARY MATRIX

In Effect until 31st, July 2020

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

Column B applies to instructors with a baccalaureate degree plus 27 additional credit hours or appropriate professional certificate plus 42 additional professional development credits (**in effect until 31st, July 2020**).

Column C applies to senior instructors.

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

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

Column F applies to: (i) senior lecturers with the same qualifications as Column E but with an additional thirty credits of graduate work beyond the Masters' degree in an area relevant to the individual's assignment at Bermuda College (**in effect until 31st, July 2020**); OR (ii) individuals with a Masters' degree and an additional credential such as a CA, CPA, CMA, CGA, etc.

Column G applies to: (i) senior lecturers with the same qualifications as Column F but with an additional sixty credits of graduate work beyond the Master's degree in an area relevant to the individual's assignment at Bermuda (**in effect until 31st, July 2020**); OR (ii) individuals with two Masters Degrees, both in an area relevant to the individual's assignment at Bermuda College.

Column H applies to senior lecturers that have completed, towards a doctoral degree, all course work, all required examinations, and all other requirements except for the completion of a thesis (**in effect until 31st, July 2020**).

Column I 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 J 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.

Note: After 1st, August 2020, the revised matrix on the next page, will be in effect.

SCHEDULE I – 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 will no longer be in use.

Column C applies to senior instructors.

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

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

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

Column H will no longer be in use.

Column I 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 J 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, December 2017

	A	B	C	D	E	F	G	H	I	J
1	81,701.541	82,928.261	85,830.938	85,037.485	86,737.36	88,038.51	89,359.60	90,700.63	92,513.47	94,827.37
2	83,336.282	84,590.011	87,548.089	86,773.241	88,473.12	89,800.85	91,145.86	92,513.47	94,364.85	96,723.94
3	85,004.265	86,278.832	89,298.461	88,228.566	90,243.43	91,596.42	92,969.35	94,364.85	96,252.12	98,657.74
4	86,704.135	88,003.958	91,084.729	89,993.565	92,046.97	93,427.87	94,830.03	96,252.12	98,177.94	100,631.39
5	88,438.558	89,763.637	92,906.871	91,793.117	93,889.06	95,296.53	96,726.61	98,177.94	100,140.97	102,643.59
6	90,206.212	91,560.534	94,763.577	93,628.553	95,767.02	97,202.41	98,660.39	100,140.97	102,142.54	104,697.00
7	92,009.761	93,390.651	96,660.155	95,499.875	97,680.87	99,148.16	100,632.72	102,142.54	104,186.64	106,790.27
8	93,851.839	95,259.318	98,593.940	97,412.402	99,634.59	101,129.79	102,646.26	104,186.64	106,270.61	108,927.41
9	95,728.481	97,162.538	100,564.944	99,360.804	101,626.86	103,152.63	104,699.66	106,270.61	108,394.46	111,105.75
10	97,643.038	99,106.953	102,574.487	101,346.424	103,661.65	105,216.66	106,792.94	108,394.46	110,562.16	113,327.94
11	99,595.898	101,089.098	104,633.199	103,371.927	105,733.67	107,319.24	108,930.07	110,562.16	112,773.72	115,592.66
12		103,110.890	106,721.165	105,441.279	107,848.20	109,465.67	111,108.40	112,773.72	115,029.14	117,906.56
13			108,855.584	107,550.503	110,006.61	111,655.98	113,330.60	115,029.14	117,329.75	120,264.33
14					112,204.88	113,888.81	115,595.32	117,329.75	119,676.88	122,668.60
15						116,166.82	117,909.22	119,676.88	122,070.52	125,122.05
16							120,266.98	122,070.52	124,512.01	127,624.68
17								124,512.01	127,001.34	130,177.81
18									129,542.51	132,781.44
19										135,436.92
20										138,144.22

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 x 67.5% = **\$59,184.99**

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

88% of Teaching Portion of Salary: \$59,184.99 x 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 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 x 2)
- Non-Teaching Portion of Salary \$28,496.48
- Teaching Portion of Salary (88%) \$52,082.79

SCHEDULE III – SUPPORT STAFF POSITIONS AND PAY GRADES

Position	Pay Grade
Accounts Payable & Payroll Assistant	19 – 21
Accounts Receivable Assistant II	19 – 21
Accounts Receivable Assistant I	12 – 14
Administrative and Receiving Coordinator – Facilities	17 – 19
Administrative Assistants – Academic Divisions and Student Services	18 – 20
Administrative Assistant and Benefit Specialist – Human Resources	20 – 22
Administrative Assistant – Library	16 – 18
Administrative Assistant – PACE	18 – 20
Admissions Administrator – SERR	21 - 23
Administrator of External Programmes, Training & Development	33 - 35
Assistant Director, Information Technology Services	35 – 37
Controller	37 – 39
Counsellor – Student Services	31 – 33
Culinary Arts Lab Assistant	15 – 17
Curriculum and Instructional Technology Designer	31 – 33
Custodian – Facilities Department	11 – 13
Director, Academic Resource Centre	37 – 39
Director, Communications	35 – 37
Director of Counselling and Student Activities	36 – 38
Director, Human Resources & Development	38 – 40
Director, Information Technology Services	38 – 40
Director, Library	36 – 38
Director, Professional & Career Education	38 – 40
Deans	41
Executive Assistant to the Vice-President, Academic and Student Affairs	20 – 22
Executive Assistant to the Vice President, Finance and Operations	20 – 22
Faculty Tutors	30 – 32
General Maintenance Technician	16 – 18
Graphic Designer	28 – 30
Human Resources Officer	27 – 29
Institutional Researcher, Accreditation & Planning	33 – 35
Laboratory Supervisor – Liberal Arts Division	25 – 27
Laboratory Technician - Liberal Arts Division	18 – 20
Library Assistant	14 – 16
Maintenance Technician	16 – 18
Manager, Bookstore	29 – 31
Manager, Plant Operations and Facilities	37 - 39
Marketing Assistant	17 – 19
Office Assistant – Academic Resource Centre	13 – 15
Purchasing Assistant – Business Services	18 – 20
Programme Coordinator – PACE	29 – 31
Records and Registration Administrator - SERR	17 - 19
Recruitment Officer	27 - 29
Research and Instructional Librarian	31 - 33

Support Staff Positions – Continued

Registrar	31 – 33
Sales & Merchandising Assistant – Bookstore	14 – 16
Sales Assistant – Bookstore	11 – 13
Security Officer	14 – 16
Security Supervisor	21 – 23
Senior Executive Assistant to the President and Board of Governors	23 – 25
Student Life Coordinator	25 – 27
Switchboard Operator & Rooms Coordinator	13 – 15
Web Data Analyst	26 – 28

SUPPORT STAFF SALARY CHART – EFFECTIVE 1ST DECEMBER 2017

BCS STEP	2018	Monthly Salary	Weekly Salary	Daily Rate	Hourly Rate	Overtime @1.5	Overtime @2.0
	ANNUAL SALARY						
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		

BERMUDA COLLEGE BOARD OF GOVERNORS AND BERMUDA PUBLIC SERVICES UNION

FACULTY AND SUPPORT STAFF AGREEMENT

1st AUGUST, 2017 – 31st JULY, 2020

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:

SIGNED for and on behalf of the Union by:



Dr. Duranda Greene, President



Mr. Edward Ball, Jr. General Secretary



Dr. Phyllis Curtis-Tweed
Vice President, Academic & Student Affairs



Mr. Kevin Grant, Assistant General Secretary



Mr. Dwight Furbert
Vice President, Finance & Operations



Mrs. Karmeta Hendrickson,
Chief Shop Steward



Director, Human Resources & Development



Mr. Jamel Darrell,
Shop Steward

Mr. Shawn Deshields,
Faculty Representative



Ms. Toneka Hayward,
Support Staff Representative



Mrs. Glenda Gibson
Support Staff Representative

Dated this 3rd day of July 2018

MEMORANDUM OF UNDERSTANDING - CBA – 1st August, 2017 to 31st July, 2020

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.
 - b) Re-establish an ad-hoc committee to review Schedule II of the Faculty Salary Matrix before the next round of negotiations.
 - c) The terms of reference to be followed for both items, and other relevant discussions, will take place during Joint Consultation Committee Meetings, at the conclusion of negotiations.
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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, Assistant General Secretary

Signature:



Date:

3rd July, 2018

D/M/Y

