



MEMORANDUM OF AGREEMENT

BETWEEN

BARBADOS HOTEL AND TOURISM ASSOCIATION

AND THE

BARBADOS WORKERS' UNION

(December 15, 2017 - December 14, 2020)

MEMORANDUM OF AGREEMENT

Between

**BARBADOS HOTEL AND TOURISM
ASSOCIATION**

and the

BARBADOS WORKERS' UNION

(2017 – 2020)

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MEMORANDUM OF AGREEMENT

between the

BARBADOS HOTEL AND TOURISM ASSOCIATION

and the

BARBADOS WORKERS' UNION

THIS AGREEMENT entered into this 15 day of December 2017 between the BARBADOS HOTEL & TOURISM ASSOCIATION (hereinafter referred to as "The Association") for and on behalf of all Hotels, Apartments and Guests Houses which are members of the Association and the BARBADOS WORKERS' UNION (hereinafter referred to as the "Union") shall be deemed to commence and become effective as of midnight, December 15, 2017 until midnight December 14, 2020.

PART I - APPLICATION OF THE AGREEMENT

This Agreement shall apply to:

- (A) All employees who regularly perform duties in any of the paid occupations listed in Schedule 1, which is attached hereto and made a part hereof and
- (B) Supervisors within the meaning as outlined in sub-clause "B" of PART 3 of this Agreement.
- (C) Notwithstanding the above, where an individual hotel and the Barbados Workers' Union conclude an agreement in respect of any category of worker not within any of the paid occupations listed in Schedule 1 aforesaid, then such Agreement shall be deemed to be within scope of this general Agreement, and be no less binding upon the individual Hotel than if such additional occupation had been listed in Schedule 1.

PART II - OBJECTS OF THIS AGREEMENT

The objects of this Agreement are to regulate the wages and other conditions of employment of workers in Hotels, Apartments and Guest Houses party to this Agreement, and to establish negotiating procedures to deal with questions, which may arise, in the work relationship in any of these establishments.

PART III – DEFINITIONS

- (A) The classifications of "Luxury" Class Hotel; "A" Class Hotel and Apartments; and B" Class Hotel and Guest Houses shall apply to establishments as specified in Schedule 2 of this Agreement.

PROVIDED THAT:

- (1) Apartments, Hotels or Guest Houses, coming within the scope of this Agreement shall be bound to the terms and conditions applicable to their appropriate classification.
- (2) In the event of any Hotel, Apartment or Guest House, party to this Agreement, undergoing any re-classification, then:
 - (a) If the establishment is re-classified downwards, the wage rates of those persons (subject to this Agreement) in employment at the date of such re-classification shall not be reduced without prior agreement between the parties to this agreement.
 - (b) If the establishment is re-classified upward, the wage rates appropriate to the new classification shall come into effect at the date on which the new hotel rates come into operation.

- (B) **"Supervisory" means:**

Those employees whose principal duties are the supervision of the work of other employees. It DOES NOT, however, INCLUDE those employees in supervisory positions who, in addition to supervising the work of others, have the right to hire and fire or to effectively recommend the hiring or firing of the employees whom they supervise.

- (C) **"Basic Wage Rates" means:**

The rate of pay received by an employee as specified in the appropriate category in Schedule 1A, 1B, and 1C as the case may be, which is attached to and forms part of this Agreement.

(Rates are listed on a weekly basis, but it is agreed that in cases where employees, work on a half day basis or less than forty (40) hours per week, the rates shall be computed hourly).

- (D) **"Check-off" means:**

The system whereby the Union dues of employees - members of the Union - shall be deducted from their wages, on their authority, by the employer, and remitted to the Union on a regular basis.

- (E) "Officer" means an official of the Barbados Workers' Union staff duly authorised to enter into negotiations with the Barbados Hotel and Tourism Association.

PART IV - UNION REPRESENTATIVES

- (1) Workers, members of the above-mentioned Trade Union, employed in undertakings subject to this Agreement, may have representatives appointed from members of the Union employed in the undertaking, to act on their behalf in accordance with the terms of this Agreement.
- (2) The representatives shall be known as "Shop Stewards".
- (3) The Union shall determine the appointment of Shop Stewards.
- (4) The Union shall officially communicate the names of the Shop Stewards in each undertaking to the management, on their appointments.
- (5) Where persons are elected to office within the Barbados Workers' Union, (member of the Executive Council or official office) the BWU shall inform the Barbados Hotel & Tourism Association as well as the individual hotel in writing.

PART V - HOURS OF WORK

(A) Normal Hours:

- (1) The normal hours of work of all employees, in all establishments, shall be forty (40) hours per week over five days. Work on any one day shall not exceed eight (8) hours, exclusive of half (1/2) an hour for one meal.
- (2) The above, however, shall not apply to those Apartments where employees work on a half-day basis, or less than forty (40) hours per week.
- (3) Notwithstanding the generality of the foregoing, where, due to the exigencies of the business, it becomes necessary to employ persons for less than eight (8) hours per day the employer may, after consultation with an Officer of the Union, reduce the daily hours of work of an employee. Such reduced number of working hours shall be paid for at a rate of pay proportionate to the normal rate for forty (40) hours per week.
- (4) If a dispute arises in the process:
 - (a) The matter shall be dealt with within seven (7) days.
 - (b) The status quo ante shall prevail while the matter is being dealt with by way of the grievance procedure.

(B) Written Schedules:

- (1) The daily hours of work of employees shall be set out in a written schedule, issued by the employer to meet the fluctuating requirements of his business.
- (2) The employer undertakes that, other than in exceptional circumstances, such written schedules shall be posted no later than forty-eight (48) hours before the beginning of the work week.

(C) Changes of Schedules:

The employer also undertakes to notify all employees of any changes in the published schedules, at least forty-eight (48) hours before such change comes into effect.

(D) Off Days:

- (1) All employees shall be entitled to one (1) set off day each week.
- (2) It is agreed and understood that where employees are now given two (2) set off days a week, this practice may be changed on one of those days by mutual agreement to accommodate operational requests and maintain service levels.

PART VI - DISTRIBUTION OF THE SERVICE CHARGE

A. SERVICE CHARGE AGREEMENT

In any establishment where a 10% Service Charge is added to guests' bills, it is hereby expressly agreed and declared that such service charge shall not be discontinued without prior discussions and agreement with the Union.

B. CONDITIONS GOVERNING THE COLLECTION AND DISTRIBUTION OF SERVICE CHARGE:

Conditions outlined at Appendix 1 shall be applied to the collection and distribution of Service Charge:

PART VII - OVERTIME

- (A) Where an employee is required to work after the expiry of his/her normal hours of work, then the employee shall be paid for all work performed in excess of the normal hours, at the rate of one and one half (1½) times the basic wage rate.
- (B) Where an employee is required to, and does, work, on his/her "day-off", then that employee shall be paid for such work at double the basic rate of pay.
- (C) However, where an employee is required to work on his day off, and that day off, is a Public Holiday, then he/she shall be paid at the rate of three (3) times the basic wage rate for all work performed on that day.

PART VIII - ACTING ALLOWANCE

Where an employee is required to perform and does perform, duties in a category, the scheduled rate of pay of which is higher than his/her substantive category, then, during the period when he/she is performing such higher paid duties, that employee shall be entitled to an acting allowance in the following circumstances, and in the following manner:

- (1) Where the employee is performing such higher paid duties for a period in excess of one (1) week, and he/she possesses the skills required by the higher position, that employee shall be entitled to receive the scheduled rate for the higher paid job, with effect from the first day of acting.
- (2) Where the employee is performing such higher paid duties for a period in excess of one (1) week, but his/her performance is not up to the standard required for the job, then commencing from the second week, the employee shall be entitled to receive an allowance equivalent to half the difference between his/her substantive rate and the scheduled rate for the higher paid job.
- (3) Where the employee, as described in sub-section two (2) of this Part, is performing such higher duties for a period in excess of two (2) consecutive weeks, then from the third (3rd) week, the employee shall be entitled to the difference between his/her substantive rate and the scheduled rate of the higher paid job.

PART IX - PUBLIC HOLIDAYS

- (A) It is hereby EXPRESSLY AGREED AND DECLARED that Public Holidays are part of the normal working week of all employees in the bargaining unit, who are no less obligated to work on Public Holidays than on any other day in the week. It is further agreed that all work performed on a Public Holiday shall be paid for at the rate of two (2) times the basic wage rate, and that for the purposes of this Agreement Good Friday, Easter Sunday, Whit Sunday and Christmas Day shall also be deemed to be Public Holidays.

PROVIDED THAT:

An employee who works on a Public Holiday, but absents himself/herself from work on the day immediately preceding or the day immediately following such Public Holiday, shall not be entitled to sickness benefit in respect of absence on either or both of these days, unless the claim for such benefit is supported by a certificate from a registered medical practitioner.

PART X - MEALS

- (A) Every employee when on duty, shall be given, a free and adequate meal of a type and variety in accordance with modern dietary standards.
- (B) In addition to the above, all employees who are scheduled to work any time up to and including 7:30 a.m. shall be entitled to a continental breakfast. Where a better quality breakfast is being provided, then that shall continue to be given. The meal times of employees will differ according to the department in which they work, and the fluctuations of business. However, no less than half an hour shall be granted, in any day, for the purpose of taking a meal.
- (C) The head of each Department shall schedule the actual mealtime of each employee.

Where in any establishment, meals are not provided for employees, then, in addition to all other sums due, every employee shall be paid \$8.00 in respect of each day on which he/she works, as the commuted value of the meals that should ordinarily have been supplied by the employer.

- (D) Staff shall be allowed to purchase meals from their respective hotels.

PART XI - ANNUAL HOLIDAY WITH PAY

- (A) Every employee shall be entitled to annual "Holiday with Pay" in accordance with the provisions of the Law.

In addition to all sums due, every employee who takes annual "Holiday with Pay" shall be paid in respect of each day of holiday taken, \$8.00 as the commuted value of meals.

PART XII - PROBATIONARY PERIOD

Every employee, on starting employment in any establishment in the industry shall undergo a probationary period of three (3) months. During this period, the employer may terminate the services of the employee without prior notice or pay in lieu of notice, should the employee not be suitable.

PART XIII - SICK LEAVE

- (A) Every employee who absents himself/herself from work because of illness shall inform his/her employer of such illness on the first day of absence. If such illness continues for a

second day, the employee shall inform the employer of his/her continued illness on the second day.

- (B) Where absence is for a period of more than two (2) consecutive days, the employee must submit to the employer, a certificate from a registered medical practitioner certifying that he/she is unfit to work because of illness. This shall be done no later than the third day of such absence.
- (C) In every calendar year, every employee who becomes ill, and who has been in the continuous employment of the employer for at least twelve (12) months immediately preceding such illness, shall on production of the medical certificate required under Clause B above, be entitled to Sick Leave and sickness benefit up to a maximum of six (6) weeks per calendar year as follows:
- (1) Three (3) weeks at FULL PAY. "FULL PAY" means that the employer shall pay to the employee the DIFFERENCE between the amounts of basic wages that he/she would have been entitled to receive had he/she been at work, and the amount, which he/she is entitled to receive by way of National Insurance.
 - (2) Three (3) weeks at HALF PAY. "HALF PAY", means the employer will pay to the employee the DIFFERENCE between half ($\frac{1}{2}$) the amount of basic wages that he/she would have been entitled to receive had he/she been at work and the amount which he/she is entitled to receive by way of National Insurance.
- (D) Notwithstanding the generality of the above provisions, no employee shall be entitled to uncertified sick leave and sickness benefit in any calendar year, to a total of not more than six (6) days.
- (E) The parties recognise that elevated levels of absenteeism place a severe strain on the operations of the property and a burden on the general health and welfare of employees who are required to take up the additional work load to compensate for absence. The parties therefore agree to the following to enhance productivity through improved labour performance:
- (1) On the 5th and 6th days of uncertified absence the employer will meet with the employee to discuss the cause of his/her persistent absence.
 - (2) An employee who indicates that they have an ongoing medical condition will be given the option to consult with the company's doctor in an effort to resolve the problem. The employee's response shall be documented.
 - (3) The employee shall be advised of his/her right to have a Union Representative present at this discussion.
 - (4) Thereafter an employee may be subject to progressive disciplinary action for repeated poor attendance at work.

F. In every calendar year, every **SEASONAL EMPLOYEE** who becomes ill, and who fulfills the criteria set out below, shall be entitled to up to a maximum of twenty-one (21) days sick leave at full pay.

- (1) After three (3) months of continuous service, a seasonal employee shall qualify for sickness benefit at the rate of two (2) days for every month of service, cumulative to a maximum of twenty-one (21) days in any calendar year. Such sickness benefits shall be counted from the date or dates of commencement and aggregated throughout the calendar year.
- (2) Where a seasonal employee's employment has been carried over from one year to another or where a seasonal employee employed in one year has been re-employed in the following year, then any sickness benefit entitlement accruing to the worker in the preceding year shall be carried forward to the current year of employment, subject to the over riding maximum of twenty-one (21) days of entitlement in any calendar year.
- (3) Clauses A through C of this part shall be applicable to seasonal employees.
- (4) It is hereby **EXPRESSLY AGREED AND DECLARED** that sickness benefit accrued by a seasonal employee places no onus on any employer to rehire that employee whose services have been terminated.
- (5) Furthermore, a seasonal employee shall have no claim to sickness benefit after the date on which his/her services have been terminated.

PROVIDED THAT:

All periods of paid uncertified sick leave be deemed to have been granted under, and counted against the employee's entitlement under sub-clauses (C) and (D) above.

PART XIV – INJURY AT WORK

- (A) An employee shall be deemed injured at work if he/she has become incapable of work as a result of an accident arising out of and in the course of employment or while travelling on transportation provided by the employer.
- (B) In the event of injury at work the employer shall seek immediate medical attention for the injured employee at no cost to the employee.
- (C) Employees injured on the job shall be entitled to injury benefits on the basis of six (6) weeks per injury at full pay.

“FULL PAY” shall be defined as in PART XIII (C) (1).

PART XV - COMPASSIONATE LEAVE

- (A) The employer shall grant paid compassionate leave on the death of a close relative or family member of an employee as follows:

- (1) For a spouse or child (by birth or adoption) - 3 days
- (2) For a parent, (not restricted to birth parent)/guardian brother or sister - 2 days.
- (3) For a grandparents, uncles or aunts - 1 day

(B) Employees must obtain prior approval of such leave from their supervisors before the leave is taken. Provision will be made for exceptional circumstances relative to prior approval.

PART XVI - PATERNITY LEAVE

Male employees who have been in the continuous employment of the employer for at least twelve (12) months prior to the birth of the child shall be entitled to paternity leave under the following conditions:

- (i) The employee shall give the employer reasonable advanced notice of the expected birth of the child and shall produce a medical certificate stating the expected date of birth of the child.
- (ii) The employee shall be granted five (5) days paid leave for a maximum of three (3) confinements for a recognized spouse as defined by the requirements of the BHTA Medical Plan.
- (iii) Paternity leave shall be granted within two (2) weeks of the birth of a dependant child.
- (iv) Annual vacation may be taken in conjunction with Paternity Leave.
- (v) In the event that Paternity Leave with Pay legislation is enacted and is superior to this agreement then the National Insurance provisions will apply.

PART XVII - MEDICAL EXAMINATION

- (A) Prior to the acceptance for employment, all persons so required shall produce a certificate from a registered medical practitioner certifying that they are healthy, fit and free from any infectious diseases.
- (B) In the case of Food Handlers within the meaning of the Law, then the certificate referred to in Clause (A) above shall be the "Food Handlers Certificate" required by Law.
- (C) All employees shall submit to medical examinations by a doctor of the employer's choice, at such other times as they may be required to do so by the employer. The purpose of such examinations shall be to determine the state of the employees' health and their fitness for the work for which they are employed.
- (D) Employees whose jobs require them to handle or come into contact with foods or beverages shall, in addition to the medical referred to above, submit to all medical examinations required by Law, and produce to the employer all certificates required to be obtained by Law.

- (E) In any instance where the findings of the employee's doctor and the employer's doctor differ as to whether or not the worker is suffering from an infectious disease, then the employee shall be referred to a doctor chosen from among a panel of doctors submitted by the Employer and approved by the Union. The findings of such a doctor shall be binding upon both Employer and Union.
- (F) All medical examinations required under paragraphs (C), (D) and (E) of this PART shall be free of charge to the employee.
- (G) Housekeeping employees whose jobs require handling of guest linen and cleaning of guest rooms and public areas shall be vaccinated against the Hepatitis 'B' Virus, and Tetanus as per the established medical protocol for this vaccination as follows:
 - (i) Employees, who are members of the Group Medical Insurance Plan, shall use the Plan to recover the cost of purchasing and administering the vaccines, as outlined in the rules of the Plan.
 - (ii) If the Employee is not a member of the Group Medical Insurance Plan, then the cost of purchasing and administering the vaccines shall be shared equally between the employer and the employee. Administration of the vaccines will be arranged by the Employer at the request of the Employee, by a doctor of the Employer's choice.
 - (iii) If the Group Medical Plan does not cover the full cost of administering the vaccines and the vaccines themselves, then the employer shall cover 50% of the excess costs.

PART XVIII - ATTENDANCE AT IMPORTANT UNION BUSINESS

- (A) A written or other official application shall be made to Management whenever Shop Stewards and other Union officials, who are employees of the establishments' covered by this Collective Agreement, desire time off to attend to Union business.
- (B) Where the leave is granted, Management shall pay the wages of the Shop Steward or Union official after consultation with the Union.
- (C) Management will not normally withhold approval for such leave.
- (D) During the Collective Bargaining process, or discussions arising out of the Collective Agreement, the Union Officials or Shop Steward attending, if employed in establishments covered by this Collective Agreement, shall be paid for normal working hours for the duration of the discussions.
- (E) No payment shall be made for time outside the employees' normal working hours.

PART XIX- EDUCATIONAL LEAVE

- (A) Upon the request of the Union made in writing and with two (2) weeks notice, employees may be granted time off with pay to attend Trade Union Courses.

(B) The parties to this Agreement agree to collaborate closely in devising and/or participating in training programmes in the Hospitality Industry in order to achieve a high level of professionalism.

PART XX - WORK RULES

- (A) Every Hotel, Apartment and/or Guest House, subject to this agreement, shall, after consultation with the Union, draw up a list of rules and regulations to guide the work relations at the establishment.
- (B) Nothing in the said work rules and regulations shall be repugnant, to the letter or the spirit of this agreement neither shall it infringe upon the constitutional rights of any employee.
- (C) Every employee shall be furnished with a copy of the work rules and regulations of the establishment in which he/she is employed.

PART XXI - CALL OUT ALLOWANCE & NIGHT DIFFERENTIAL

(A) Call-Out Allowance

- (1) An employee who is recalled to perform unscheduled duties after completing a tour of scheduled duties for that day shall be paid an allowance \$10.00. Additionally, all hours worked shall be paid for at double the basic rate of pay.
- (2) An employee who has not been given notice of such requirement before leaving the workplace and is subsequently called out on his/her off day shall be entitled to such an allowance.
- (3) An employee who is scheduled to work for less than forty (40) hours in any week and is called or recalled in such a week and offered work shall not be deemed to have been called out.

(B) Night Differential

A night differential of \$1.50 shall be paid to an employee for every hour of his/her rostered or requested shift that falls between the unsociable hours of 11:00 p.m. and 7:00 a.m.

PART XXII - OUTSIDE BANQUETS

- (A) In any establishment where the holding of outside functions is not a regular occurrence, when a commercial (rather than charitable) function is held and extra staff has not been hired, then a fee or charge shall be paid to the employees involved.
- (B) The management and staff of the respective establishment shall negotiate the value of the fee or charge.

PART XXIII - CHECK OFF

- (A) The employer shall check-off union dues once each pay period.
- (B) An employee who wishes to revoke a check-off authorization previously made by him/her shall be entitled to do so at will, provided that the revocation is in writing, in duplicate and on the form specified in Schedule (3). Upon receipt of such revocation, the employer shall be relieved of the obligation to make payroll deductions, from that employee's wages/salaries, effective as of the next payroll period following the receipt of such revocation, provided that the employer promptly notify the Union in writing that such revocation has been received.
- (C) Once monthly, and as soon as possible following the end of the calendar month, the employer shall remit to the Union a cheque for the total amount of the deductions made as provided in the preceding sub-sections (A) and (B). A statement showing the names of the persons from whom the deductions were made, and the amount that has been deducted from each of them shall be included.
- (D) No check-off authorization shall be considered binding upon the employee, or upon the employer, until and unless delivery of the authorization form has been fully and legibly completed by the employee and submitted to the employer by the Union or the employee.

PART XXIV - GENERAL

(A) Staff Facilities

The employers undertake to provide:

- (1) Suitable and sufficient eating facilities.
- (2) Suitable and sufficient toilet facilities.
- (3) Suitable and sufficient restroom and sick bay facilities.
- (4) Reasonable use of the telephone.

(B) Uniforms

- 1. In cases where the employer requires employees to wear a distinctive uniform, the employer shall supply the employees with three (3) suits of uniforms annually.
- 2. In addition to the normal uniform issue, where a distinctive top or bottom or both is required for a service e.g.(breakfast, lunch, dinner, functions) then three (3) tops or bottoms or both will be issued respectively
- 3. All properties who in order to meet their service standards provide in excess of three (3) suits shall continue to do so.
- 4. Employees may choose to be provided with a minimum of one (1) gallon of laundry detergent per month or a laundry Allowance of \$20.00 for the laundry and maintenance of such uniforms. Employers who in order to meet their service

standards provide in excess of the monthly provisions for Laundry shall continue to do so.

5. Where the employer requires employees to wear special shoes, then the employer shall supply such shoes. However, where an employer requires his/her employees to wear plain black shoes, or plain, (rather than fancy) shoes then any regulation prohibiting the wearing of sandals, shall not be construed as a requirement to wear special shoes.
6. Changes in style or quality of uniforms now being provided shall first be discussed with the employees and agreement reached before implementation.
7. Where uniforms are damaged due to no fault of the employee then the employer shall immediately make provisions for replacement.
8. In a situation where agreement cannot be reached then, an official of the Union shall be brought into the discussion.

(C) **Transportation**

1. Where employees are required to work beyond 12 o'clock midnight, so that their normal means of transport is no longer available, the employer shall provide transportation to their homes or to their stated address.
2. Transportation to work shall also be provided for employees scheduled to work up to 6.00 a.m.
3. Where an employee is not expected to work beyond 12.00 o'clock midnight but expects to take the 12.00 o'clock Public Transport system to their home, employees should advise their employer of their transportation issues so that adequate provision can be made for them to be permitted to take the night transportation provided that due to the exigencies of the business they cannot be released in time to take their last bus home.
4. Where the employee is granted permission as per (3) above they shall not suffer any loss in wages
5. The BHTA and the BWU commit to working with the National Transportation System in an effort to address the transport needs of the Industry.

(D) **Job Descriptions.**

All employees shall be supplied with copies of their job description. (See Appendix II).

(E) Vacancies.

- (1) The employer shall advertise all vacant positions within the bargaining unit as well as positions considered immediately above internally.
- (2) All employees who apply to fill vacancies arising within an establishment shall be interviewed. Unsuccessful employees shall be told the reason why they were unsuccessful.
- (3) Without prejudice to their right to manage, control and direct their individual business, the employers' party to the agreement undertake that as a general rule, all things being equal, preference will be given to employees already in their employment in the filling of vacancies and in the making of promotions.

(F) Safety and Health

1. Safety and Health Committee

- a) Safety and Health Committees shall be set up in each establishment under the provision of section 103 of the Safety and Health at Work Act 2005-12.
- b) The Health and Safety Committees shall be informed of all chemicals to be bought for use at the properties and full discussions shall take place prior to use by employees.
- c) When employees have to work with hazardous chemicals then all the information about the product shall be given to them

2. Emergency Plans

Employees shall have unencumbered access to the Company's Emergency and Disaster Plans that require General Employee involvement in the protection of Guests, Property and Employee welfare.

Employers shall conduct training and familiarization sessions no less than twice annually prior to the start of the Hurricane Season.

The BWU shall be supplied with a copy of plans as outlined above.(G) Safety Standards

Appropriate safety standards shall be established and maintained in all establishments

(H) Safety Shoes

Safety shoes and appropriate tools shall be provided to the following employees: Maintenance Staff, Stewards, Kitchen Staff, Housemen, Gardeners and Porters. These shoes and tools shall be replaced as necessary due to normal wear and tear.

In accordance with the Safety and Health at Work Act 2005 Safety shoes shall be provided to other categories or employees based on an assessment of risk.

(I) **Lay-offs and Redundancies.**

- (1) When an employer contemplates terminations for reasons of an economic, technological, structural or similar nature, the employer shall adhere to the procedure agreed between the BHTA and BWU, which are outlined at Appendix III and IV that forms part of this agreement.
- (2) Wherever practicable, the services of regular employees shall be retained in preference to seasonal or temporary employees.

(J) **General Meetings on Properties**

- (1) It is generally agreed that, provided adequate notice has been given, the union shall be allowed to hold meetings on the properties subject to available space and the exigencies of the operations.
- (2) It is agreed that management of establishments shall not unreasonably refuse such permission.

(K) **Notice Board**

Management shall provide a secured notice board on their property for use by the Shop Steward or Union official for Union- related business.

(L) **Gifts**

Employees shall be free to accept unsolicited gifts in cash or in kind, without encouragement from or without prejudice to the management of the property concerned.

(M) **Return to the Workplace**

It is agreed that permission will not be unreasonably withheld when workers seek permission to return to the property after their tour of duty has been completed.

(N) **Split Shifts**

Where split shifts are in operation, there shall not be more than three (3) in a five (5) day work cycle.

Where an employee is required to work a split shift, that employee shall be permitted to remain on the property, within staff areas, during the intervening hours.

(O) **Security Checks**

Management reserves the right to request employees to verify the contents of their motor vehicles, packages, bags, and clothing upon departure from the property. These checks may be conducted daily and shall apply to all persons including Management.

(P) **Discipline**

- (1) Written notification to attend disciplinary hearings shall be issued to employees in those instances where infractions of company rules and regulations are likely to lead to suspension or dismissal. The written notification shall include the charges being brought against the employee and the date, time and place of the hearing.
- (2) Employees shall be specifically informed of their right to have Shop Stewards/Union Official /friend present during the proceedings.
- (3) Wherever reasonably practicable, the meeting must take place within 7 working days of the transmission to the employee of the statement or copy of the statement referred to at (1).
- (4) No case involving disciplinary action shall be brought against an employee until the above steps have been taken, except in instances which warrant summary dismissal as per Section XXV.
- (5) Any disciplinary action taken without following the above procedure shall be set aside.
- (6) Management reserves the right to bring the charges again and follow the procedure.
- (7) The employer undertakes to confirm, in writing, any disciplinary action taken against an employee. Such information shall be communicated to the employee within three (3) working days, excluding weekends and statutory public holidays.
- (8) A copy of the decision shall be forwarded to the Union.
- (9) Nothing in the above shall prevent the employer from suspending an employee, with pay, pending a disciplinary hearing.

PART XXV - TERMINATION OF EMPLOYMENT

(A) The employer shall have the right to discharge workers for established and proven instances, such as, but not necessarily limited to:

- (1) Dishonesty.
- (2) Drunkenness
- (3) Discourtesy to a guest.
- (4) Justified complaint by a guest
- (5) Insubordination.
- (6) Negligence or carelessness which caused, or might have caused, injury to a guest or an employee, or damage to a product served by the establishment; or to the provisions, equipment, property, or business of the establishment.
- (7) Repeated absence without leave.
- (8) Willful violation of one of the establishment's known policies, rules, or regulations.
- (9) Repeated quarrelling with guests, customers or fellow employees.
- (10) Arguing or fighting with a guest or customer.
- (11) Conviction of a felony, or a crime involving moral turpitude.

(B) Employees may be summarily dismissed for the following reasons:

- (1) Gross insubordination.
- (2) Proven instances of theft.
- (3) Fighting at work.
- (4) Possession or use of illegal drugs on the job.
- (5) Being under the influence of alcohol or non-prescription drug.

PART XXVI - PROCEDURE FOR DEALING WITH REQUESTS, COMPLAINTS AND DIFFERENCES

- (1) The employee concerned shall in the first instance, discuss all requests, complaints, and differences with the immediate supervisor.
- (2) After the procedure laid down in paragraph (1) above has been carried out, and if no satisfactory settlement has been arrived at, the Shop Steward shall enter into discussions with the Supervisor or Head of Department.
- (3) Failing settlement under paragraph (2) above the Shop Steward at the hotel shall consult with the Hotel Manager of the establishment.
- (4) Failing settlement under paragraph (3) above, deputations of employees, who may be accompanied by an Officer of the Union, shall be received by the employer without unreasonable delay, for the mutual discussion of any question in the settlement of which both parties are concerned. Such requirement for a meeting shall be confirmed in writing outlining the reasons for the meeting at the request of either party. Representatives of the Association may also be present.

- (5) Failing settlement under paragraph (4) proceeding, either party may bring the question before a joint conference to be held between the Employers' Confederation and the Union.
- (6) The Secretary of the Employers' Confederation or the Secretary of the Trade Union shall convene such a joint conference within seven (7) working days of the receipt of the application, unless otherwise mutually agreed upon.
- (7) Failing to reach a settlement on any question brought before the joint conference referred to in the preceding paragraph, either party may refer the matter to the Chief Labour Officer for conciliation.

PART XXVII - DURATION, TERMINATION OR REVISION OF THE AGREEMENT

- (A) **Date of coming into force**: This agreement shall come into force at midnight December 15, 2017, and shall continue in force until midnight December 14, 2020. Thereafter, it shall remain in force unless terminated or revised by either party in the manner set out below:
- (B) **Termination or Revision of the Agreement**
 - (1) In the event of either party wishing to terminate or revise this agreement, three months notice shall be given to the other party in writing, but no such notice shall be effective before September 14, 2020.
 - (2) Where such notice relates to amendment, the proposed amendment shall be attached to the notice, but such amendment if agreed upon shall not become operative until the expiry of the three (3) months notice except by mutual agreement.
 - (2) In exceptional circumstances, e.g. national disaster, the parties may, by mutual agreement, suspend or amend specific aspects of the agreement for a mutually agreed period of time.

PART XXVIII - STOPPAGE OF WORK

It is agreed by both parties that during the period when the procedures under PART XXVI and XXVII of this Agreement are being carried out:

- (A) The employers shall not resort to any lockout of employees.
- (B) The Union shall not engage or participate in, authorize or tolerate any strike, work stoppage, go-slow, or any other organized or concerted interference with the service to the public or with the conduct of the Employer's business. If such action has been taken the Union shall use its best endeavours to remedy matters promptly.

PART XXIX - GROUP MEDICAL INSURANCE SCHEME

(A) The Association will implement a Group Medical Insurance Scheme for employees in the hotels, apartments, and guesthouses of the Association's members, with effect from midnight December 15, 1997. This will be financed as follows:

(1) **"Luxury" Class Hotels:**

The employer shall pay 50% of the premium not exceeding 2% of base wages and the employee shall pay 50% of the premium.

(2) **Other Establishments**

40% of the premium, not exceeding 2% of base wages in force (as set out immediately above) to be paid by the employer and 60% of the premium to be paid by the employee.

(B) It is understood and agreed that increases in the premiums due to inflation will be met in the future on a shared basis between employer and employee. Such increases to the employer will be factored into future negotiations for increased base wages.

(C) The employer will not meet increases in premiums based on claims experience in any part.

PART XXX - PENSION SCHEME

All Hotels, Apartments and Guest Houses, which are members of the Association, shall implement a pension scheme for their employees with effect from midnight, December 15, 1998. This scheme shall be a Defined Contributions Scheme with premiums to be paid as follows:

Two percent (2%) of base wages to be paid by the employer and two percent (2%) of base wages to be paid by the employee.

PART XXXI - SEXUAL HARASSMENT

(A) Sexual harassment consists of unwelcome sexual advances, requests for sexual favours and other verbal or physical conduct of a sexual nature when an employee's response to such conduct effects that employee's job status or work environment.

(B) All managers, as part of their job requirement shall be responsible for preventing and eliminating harassment including sexual harassment in their departments or work areas.

(C) All allegations of sexual harassment shall be investigated immediately, and if it is determined that harassment has occurred, appropriate disciplinary action, shall be taken which may include termination of the offending employee.

- (D) An employee who believes that he/she is being harassed by anyone should promptly take the following steps:
- (1) Politely but firmly, confront whoever is doing the harassing. State how you feel about his/her actions and request that the person ceases the harassment immediately.
 - (2) If the harassment continues or if you believe some employment consequences may result from your confrontation, report the matter to your immediate supervisor. If circumstances prohibit this response, report the behavior to Senior Management, in writing, stating details of the sexually harassing behavior.
 - (3) Make sure that any complaint of harassment receives the immediate attention of the manager to whom it is made.
 - (4) If you are dissatisfied with your companies' response you may contact your union representative.
- (E) Sanctions against harassment will depend upon the circumstances surrounding the incident. Minor first offences could lead to written warnings. Major or multiple offences could lead to the dismissal of the offender.

PART XXXII - KITCHEN STAFF

The Association and the Union shall set up a Committee comprising three persons nominated by the Union and three persons nominated by the Barbados Hotel and Tourism Association to examine and report on the following issues concerning kitchens in the establishments covered by this Collective Agreement:

- (a) Staff and structure within the kitchen
- (b) Salaries and wages of kitchen employees
- (c) Job Description and job functions of employees in the kitchen
- (d) International standards
- (e) Multi-tasking within kitchens.

It is agreed that the Committee shall report their findings to the bargaining team.

PART XXXIII – MAINTENANCE COMMITTEE

The Association and the Union shall set up a Committee comprising three (3) persons nominated by the Union and three (3) persons nominated by the Barbados Hotel and Tourism Association to examine and report on issues of concern to maintenance personnel in the establishments covered by this Collective Agreement.

It is agreed that the Committee shall report their findings to the bargaining team.

PART XXXIV – WELLNESS COMMITTEE

The Association and the Union shall set up a Committee comprising three (3) persons nominated by the Union and three (3) persons nominated by the Barbados Hotel and Tourism Association to examine, design and draft wellness programmes for the Industry

It is agreed that the Committee shall report their findings to the bargaining team.

PART XXXV – PENSION PLAN COMMITTEE

The Association and the Union shall set up a Committee comprising three (3) persons nominated by the Union and three (3) persons nominated by the Barbados Hotel and Tourism Association and one (1) person from CGM Insurance Brokers Ltd to conduct a current assessment of the Pension Plan and to make recommendations for the Industry.

It is agreed that the Committee shall report their findings to the bargaining team.

PART XXXVI - CONSULTATIVE COMMITTEE

The Association and the Union shall establish a structured consultative mechanism for ongoing consultations between the employers and the employees through their respective organizations:

The objective of the Committee shall be to:

- (1) share labour market information;
- (2) improve labour-management relations;
- (3) adopt common approaches, where possible, to the development of the tourism and catering sector.

**SIGNED ON BEHALF OF THE
BARBADOS HOTEL AND TOURISM
ASSOCIATION**

Stephen Austin Chairman

V. Cooper Director

Robert CEO

Clayton

John

John

Gaquet Gill

Attorney-GENERAL (H.B.)

John Springer

Michael

**SIGNED ON BEHALF OF THE
BARBADOS WORKERS' UNION**

M. Dore General Secretary

[Signature] Dep.G Secretary

[Signature]

[Signature]

[Signature]

Yvonne Coypelli

[Signature]

[Signature]

Janelle Forley

Karla Watkins

Sophia Husbands

AMBROSE SKEETE

Peter Wharta

Bobby Babb

Kate Blackman

E. Payne

[Signature]

T. Polleyne

Alphonso Pollard

Carlston John

Date *23/11/2018*

SCHEDULE I

BARBADOS HOTEL & TOURISM ASSOCIATION
Wages Rates For 2017-2020
LUXURY CLASS HOTELS

	2016/2017 Rates	Effective 2.0% 15/12/2017	Effective 2.0% 15/12/2018	Effective 1.5% 15/12/2019
General Cook	423.62	432.09	440.73	447.34
Pantry Worker	394.90	402.79	410.85	417.01
Dishwashing/Potwasher	386.16	393.89	401.76	407.79
Bartender	445.24	454.14	463.22	470.17
Assistant Bartender	423.61	432.08	440.72	447.33
Head Waiter	445.24	454.14	463.22	470.17
Assistant Headwaiter	431.46	440.09	448.89	455.63
Waiter/Waitress	423.61	432.08	440.72	447.33
Bus Person	390.53	398.35	406.31	412.41
Linen Room Attendant	421.01	429.43	438.02	444.59
Assistant Linen Room Attendant	394.90	402.79	410.85	417.01
Room Attendant	390.61	398.42	406.39	412.49
Laundry Worker	394.90	402.79	410.85	417.01
Front Desk Clerk	423.61	432.08	440.72	447.33
Receptionist	423.61	432.08	440.72	447.33
Wine Steward	423.61	432.08	440.72	447.33
Butcher	423.62	432.09	440.73	447.34
Baker	423.62	432.09	440.73	447.34
Night Auditor	486.39	496.12	506.04	513.63
Maintenance Men	432.35	441.00	449.82	456.56
Senior Gardener	394.90	402.79	410.85	417.01
Junior Gardener	386.15	393.88	401.75	407.78
Lifeguard	423.61	432.08	440.72	447.33
Beach Attendant	384.43	392.12	399.96	405.96
Bell Captain	427.98	436.54	445.27	451.95
Bell Person	391.40	399.23	407.21	413.32
Security Guard	422.74	431.19	439.82	446.42
Food & Beverage Cashier	427.98	436.54	445.27	451.95
Telephone Operator	423.61	432.08	440.72	447.33
Storeroom Attendant	404.46	412.55	420.80	427.11
Night Porter	423.61	432.08	440.72	447.33
General Worker	387.94	395.70	403.61	409.66
Minimum Rates for Supervisor and Senior Supervisor				
Supervisor	419.00	427.38	435.93	442.47
Senior Supervisor	471.54	480.97	490.59	497.95
Night differential	1.00	1.50	1.50	1.50
Meals	8.00	8.00	8.00	8.00

BARBADOS HOTEL & TOURISM ASSOCIATION
Wages Rates For 2017-2020
A CLASS HOTELS AND APARTMENTS

	2016/2017 Rates	Effective 2.0% 15/12/2017	Effective 2.0% 15/12/2018	Effective 1.5% 15/12/2019
General Cook	377.48	385.03	392.73	398.62
Pantry Worker	345.36	352.27	359.31	364.70
Dishwashing	325.10	331.60	338.23	343.31
Bartender	400.96	408.98	417.16	423.42
Assistant Bartender	361.78	369.02	376.40	382.04
Headwaiter	400.96	408.98	417.16	423.42
Assistant Headwaiter	382.68	390.33	398.14	404.11
Waiter/Waitress	361.81	369.05	376.43	382.07
Bus Person	331.18	337.80	344.56	349.73
Linen Room Attendant	347.84	354.80	361.89	367.32
Room Attendant	327.71	334.26	340.95	346.06
Laundry Worker	341.76	348.60	355.57	360.90
Front Desk Clerk	378.34	385.91	393.62	399.53
Receptionist	378.34	385.91	393.62	399.53
Butcher	392.52	400.37	408.38	414.50
Baker	392.52	400.37	408.38	414.50
Night Auditor	442.06	450.90	459.92	466.82
Maintenance Persons	387.94	395.70	403.61	409.67
Senior Gardener	341.76	348.60	355.57	360.90
Junior Gardener	321.61	328.04	334.60	339.62
Lifeguard	349.61	356.60	363.73	369.19
Beach Attendant	321.61	328.04	334.60	339.62
Bell Captain	378.34	385.91	393.62	399.53
Bell Person	327.71	334.26	340.95	346.06
Security Guard	369.64	377.03	384.57	390.34
Food & Beverage Cashier	377.47	385.02	392.72	398.61
Telephone Operator	378.34	385.91	393.62	399.53
Storeroom Attendant	349.61	356.60	363.73	369.19
Night Porter	361.78	369.02	376.40	382.04
General Worker	321.59	328.02	334.58	339.60
Minimum Rates for Supervisor and Senior Supervisor				
Supervisor	381.80	389.44	397.22	403.18
Senior Supervisor	421.85	430.29	438.89	445.48
Night differential	1.00	1.50	1.50	1.50
Meals	8.00	8.00	8.00	8.00

BARBADOS +W2:AD36HOTEL & TOURISM ASSOCIATION

Wages Rates For 2017-2020

B CLASS HOTELS AND APARTMENTS

	2016/2017 Rates	Effective 2% 15/12/2017	Effective 2% 15/12/2018	Effective 1.5% 15/12/2019
General Cook	278.94	284.52	290.21	294.56
Dishwashing/Potwasher	269.37	274.76	280.25	284.46
Bartender	287.64	293.39	299.26	303.75
Assistant Bartender	277.19	282.73	288.39	292.71
Waiter/Waitress	276.31	281.84	287.47	291.79
Bus Person	269.37	274.76	280.25	284.46
Room Attendant	269.37	274.76	280.25	284.46
Front Desk Clerk	326.88	333.42	340.09	345.19
Receptionist	326.88	333.42	340.09	345.19
Bell Person	269.37	274.76	280.25	284.46
General Worker	264.11	269.39	274.78	278.90

**Minimum Rates for Supervisor and Senior
Supervisor**

Supervisor	330.75	337.37	344.11	349.27
Senior Supervisor	340.50	347.31	354.26	359.57
Night differential	1.00	1.50	1.50	1.50
Meals	8.00	8.00	8.00	8.00

SCHEDULE III

Check-off Revocation Form

**REVOCATION OF AUTHORISATION
FOR DEDUCTION OF UNION DUES**

Date

Name of Employee

Name of Manager

Name of Unit

Secretary of Union

I hereby give you notice that as from the
..... day of I revoke my authorization for you to
deduct any sums from my wages in respect of Union Dues.

.....
Signature of Employee

.....
Signature of Witness

APPENDIX I

PROTOCOL FOR THE ADMINISTRATION OF SERVICE CHARGE UNDER THE COLLECTIVE AGREEMENT

The Parties hereby agree to the following protocol to ensure the efficient management of the service charge process in establishments detailed in Schedule II of the Collective Agreement.

APPLICATION OF SERVICE CHARGE

In accordance with Part I of the Collective Agreement, the payment of service charge shall apply to:

- (A) All employees who regularly perform duties in any of the paid occupations listed in Schedule 1, of the same agreement.
- (B) Supervisors within the meaning as outlined in sub-clause "B" of PART 3 of the this Agreement
- (C) Notwithstanding the above, the payment of Service Charge shall apply where :
 - (i) an individual hotel and the Barbados Workers' Union conclude an agreement in respect of any category of worker not within any of the paid occupations listed in Schedule 1 aforesaid,
 - (ii) the points committee agrees to the allocation of points for specific job categories within the individual property.

COLLECTION OF SERVICE CHARGE

- A. The parties agree that 10% is the rate to be added to guests' bills, as a Service Charge. It is hereby expressly agreed and declared that such service charge shall not be discontinued without prior discussions and agreement with the Barbados Worker's Union.
- B. The following conditions shall be applied to the collection and distribution of Service Charge:
 - (1) Service charge shall be applied to Food and Beverage Service and Room Revenue

- (2) Service Charge shall be applied to incomes from laundry where the service is provided in house on the property.
- (3) Service Charge shall apply to the charges for meetings and weddings held on the various properties.
- (4) Individual Properties in conjunction with the Points Committee may agree to the application to other areas of operations for the collection of Service Charge
- (5) Where a 10% service charge as identified above is added to guest bills, there shall be only one Service Charge pool and Service Charge from whatsoever source arising shall be paid into that the pool for distribution to employees as follows:

Luxury Class Hotels	98%
"A" Class Hotels & Apartments	95%
"B" Class Hotels & Guest Houses	95%

- (6) Except as outlined at (8a) below, employees shall not be entitled to receive the full service charge to which he/she would normally be entitled unless he/she has worked on each of the days on which he/she has been rostered to work in the period.
- (7) No changes shall be made to the current distribution of Service Charge, without the agreement of the Points Committee.
- (8) Effective January 1st, 2016.
 - a) For the purpose of distribution of Service Charge , an employee who is on annual "Holiday with Pay", maternity leave in accordance with the legislation, sick leave or injury leave in accordance with Part XIII, and Part XIV of the Collective Agreement , industrial injury within the meaning of the National Insurance and Social Security Act, educational leave, or authorized leave (excluding authorized unpaid leave) shall be deemed to be at work. The Service Charge payments to such an employee shall not be reduced merely because the employee was absent from work for any of the aforesaid reasons.
- (9) Any service charge not paid out from the pool shall be divided among the remaining beneficiaries.

Points Committee

A Points Committee shall be established at each property where a service charge is added to guests' bills.

- (1) The Committee shall be jointly chaired by the Management and the Workers.
- (2) The membership of the Committee shall be evenly divided between Management nominees and Workers' nominees.

The suggested composition of the points committee for hotels with

Greater than > 100 staff	6 persons
Greater than 50 but less than 100 staff	4 persons
Less than 50 staff	2 persons

- (3) The Management of Hotels, Apartment and Guest Houses shall comply with the Collective Agreement with respect to the Points Committees and the Committee's authority to oversee the distribution of service charge. .
- (4) The main functions of the Points Committee shall be:
 - (i) To review and police the allocation and distribution of Service Charge, and
 - (ii) To allocate points for new job categories.
 - (iii) To approve the temporary allocation of points for special duties such as
 - Shop Steward - 1 additional point

Such temporary allocation shall apply to the time period that the employee is performing special duties, upon the completion of which he/she shall revert to their substantive point allocation.

 - (iv) To examine medical conditions that may compromise the health and safety of both the individual and the work environment, and make recommendations for the payment or non-payment of service charge.
- (5) The Points Committee shall meet at least once per month or as determined by the Committee
- (6) Where at any property the Points Committee is not functioning, or there is no Points Committee in place, matters relating to Service Charge shall be discussed with the Shop Steward at the property.
- (7) If a dispute arises, the grievance procedure as set out in Part XXVI of the Collective Agreement shall be followed.

Publishing on the Details of Service Charge:

Each property shall submit to the named Shop Steward, post on the staff notice board and send to the Secretariat of the Union, a breakdown of the Service Charge collected and distributed over the requisite period. Such lists shall be made available prior to payment of the Service Charge being made and shall be set out as outlined below:

SERVICE CHARGE COLLECTED AND DISTRIBUTED
Example of details to be provided in the Breakdown of Service Charge Collected and Distributed in any given period

DISTRIBUTION FOR W/E 30.12.89

Days of Week	Room	Food	Beverage	Total
1	400	200	100	700
2	300	100	100	500
3	400	300	200	900
4	400	100	100	600
5	500	300	200	1000
6	800	400	300	1500
7	500	200	100	800
	3300	1600	1100	6000

Less 2% retention 120
 Total for distribution 5,880
 No. of staff 40
 No. of points 180
 Value of points $\frac{5,880}{180} = 3.22$

Points paid out $180 \times 3.22 = \$57.96$
 Carried forward = .04

Signed.....

Note: if adjustments to the service charge pool are required for any reason, an explanatory note must accompany the report.

Notwithstanding the above Hotels detailed in Schedule II of the Collective Agreement who based on the nature of their operations, may enter into individual compensation arrangements with the Union in lieu of service charge.

Agreed this day _____

Barbados Hotel and Tourism Association

Barbados Workers' Union

..... Chairman

..... General Secretary

..... Director....

..... Dep. G. Secretary

..... CEO.

Original signed 22nd May, 2017

APPENDIX 11

JOB DESCRIPTIONS FOR

BARBADOS HOTEL AND TOURISM ASSOCIATION

SEASONAL WORKER:

"Seasonal Worker" means a worker who is employed for a season and confines his or her activities to that season only, and in other circumstances, who is employed for a specific period not exceeding thirty-five (35) weeks.

GENERAL COOK:

The General Cook prepares, seasons and cooks soups, meats, vegetables, desserts and other foodstuffs for consumption; fries, broils, roasts, steams or boils meats, fish, vegetables and other food; prepares salads, sandwiches, cakes, fruit juices and other cold foods, supervises preparation of foodstuffs for cooking or eating raw: and may supervise cleaning up and dish-washing in the kitchen.

The General Cook prepares and cooks portion foodstuffs and food as may be directed and performs such ancillary and/or related tasks as may be required of him/her.

PANTRY WORKER:

The Pantry Worker is a worker who is wholly or mainly employed in the serving and preparation of food in the pantry.

DISHWASHER OR SCULLERY WORKER/POTWASHER:

The Dishwasher or Scullery worker is a worker who is wholly or mainly employed on one or more of the following duties, that is to say, cleaning the kitchen/scullery or scullery, or apparatus appertaining thereto; cleaning and preparing raw vegetables or fruit or fish or sorting plates, cutlery, crockery or glass, or duties ancillary to any of these duties and includes:

- (a) Dishwashing (hand)
- (b) Dishwashing (machine)
- (c) Dishracking
- (d) Potwashing

(a) Dishwashing (hand):

Washes by hand the dishes and glasses used in the dining room or kitchen of the hotel. This employee works under the orders of the steward. Empties leftover food or drink from the things to be washed into garbage containers; prepares the sink with warm water, soap,

or detergent; puts each piece in the sink separately and scrubs it with a sponge or wash cloth until it is clean; rinses it in clean water and places it on a rack or dries it with a kitchen towel; arranges the finished pieces on shelves; washes the sink and cleans working area.

(b) Dishwashing (machine):

Washes by machine the dishes, covers and glasses that have been used in serving various meals in the hotel. Receives the dishes, covers and other dirty utensils and removes left-over food or drink; classifies them according to type and size; arranges them in racks ensuring that they stay in the position required for washing. Manipulates the levers that supply the machine with water and steam; pours in the necessary soap powder or detergent; positions the filled racks on the machine and starts the machine which automatically washes and rinses the utensils; removes the washed pieces from the racks after they have dripped or dries them with a towel, arranges them in trays or carts to be distributed; cleans the machine when the job is over. In cases where the machine has no automatic transporting device, loads and unloads it by hand. Keeps the dishwashing machine and the entire dishwashing area clean and tidy.

(c) Dishracking:

Classifies and arranges on shelves or in carts the dishes, covers and glasses that have been machine washed; receives them in wire baskets, places them on shelves or in carts for distribution. May towel dry the dishes before distributing them? May place dishes on steam racks to keep them warm.

(d) Potwashing:

Washes by hand the pots and other kitchen utensils used in the preparation of meals; scrubs utensils properly to remove all traces of food; fills the sink with warm water and the necessary detergent; submerges each article and scrubs it with a brush, dishcloth, steel wool or other material provided; rinses it in plain clean water; and stacks it in place provided.

May scrub, wash and clean pots and utensils that cannot be submerged in sink. Keeps the sink and potwashing area clean and uncluttered.

The Dishwashing/Sculler Worker may also be required to perform ancillary and/or related duties.

HEAD-WAITER OR HEAD-WAITRESS:

The Headwaiter or Head-waitress is a worker experienced in waiting (and who may be required to perform the duties of waiting) and who is in charge of and responsible for the supervision of no fewer than six (6) waiters and/or waitresses.

Headwaiter/waitress is responsible for the actual running of the dining room (its administration and control). Receives the guests pleasantly at the entrance of the dining room, seats them at appropriate tables, presents the menu and enquires about the drink order:

The Headwaiter/waitress makes an overall inspection of service in the entire dining area, giving instructions to the appropriate persons.

The Headwaiter/waitress checks his staff for punctuality, appearance, cleanliness and goes through the dining area checking the mise en place of the tables, stations etc. of the dining room. Gives pre-service instructions, pointing out special items on the menu and gives a brief description of their preparation times and composition. Instructs and trains waiters in proper service and constantly seeks to improve standards of service. The Headwaiter/waitress takes this opportunity to point out flaws in previous service and seeks to rectify them.

At the end of the service period, the Headwaiter/waitress checks the dining room to ensure that all stations have been properly cleaned, equipment properly stored, cupboards and drugstore locked, tables and chairs are properly placed, gas (if any) turned off, linen to linen box, lights off and an overall inspection of the dining room carried out before locking up the dining room (if such locking is required).

The Headwaiter/waitress may also be required to perform other ancillary and/or related duties.

ASSISTANT HEADWAITER/WAITRESS:

The Assistant Headwaiter/waitress is a worker who is wholly or mainly employed in the serving of food or drink at the table, the preparation and laying and clearing of tables and generally carries out all the functions of a waiter, but upon whom during the absence of the Headwaiter/waitress, the duties and responsibilities of that position devolve.

WAITER OR WAITRESS:

The Waiter or Waitress is a worker who is wholly or mainly employed in the serving of food and beverages; their function include the serving of food and beverages, advising on the choice of wines and serving them, serving alcoholic and other drinks at tables or at a bar and performing various other tasks relative to the foregoing.

The waiter prepares tables or counters for meals with clean linen, silverware, glasses, condiment holders and flowers etc: hands menu to guests, suggests dishes and appropriate wines if required, and answers questions about food and beverage, writes order or cheque or memorizes it and relays the order to kitchen or service bar as the case may be, and serves dishes from the kitchen or service bar: garnishes and decorates dishes preparatory to serving, may serve guest from chafing dish at table; presents bill for payment or signature by the guest; receives cash and transmits it to the appropriate person or cashier and returns change, if any, to guest, together with the guest copy of the bill; removes and replaces, if necessary, soiled linen, dishes, glassware, etc.; may carve meats and prepare flambé dishes at table.

The Waiter also performs duties ancillary and related to the foregoing, such as the cleaning and/or polishing of glass and silverware, the cleaning and changing of ashtrays, tables and generally the cleaning of his station or work area, the stacking and orderly arrangement of cupboards and guerdons in the dining area, the collecting, sorting and counting of table linen, its transport to and exchange for clean linen at the linen room, and such other ancillary and/or related duties as he/she may be required to perform.

BUS PERSON:

Working under supervision, the Bus Boy/Girl performs the duties of a commis waiter at various levels of skill; his duties range from assisting the waiter in polishing silver and glassware, laying up tables, fetching and carrying items to and from the restaurants and bars, to himself, waiting on tables.

Depending upon his/her level of skill, the bus boy may perform any or all the functions of a waiter.

BARTENDER:

The Bartender is a worker who is wholly employed in the bar, and in the preparation dispensing and serving of all kinds of refreshments, liquors and wines and who is in charge of the bar and who is responsible for the stock and the proper running of the bar and may be responsible for the records and cash.

The Bartender prepares and serves liquor, wines, alcoholic and non-alcoholic beverages in the bar.

The Bartender is responsible for the preparation and/or service of such other items as may be sold by the bar.

The Bartender is responsible for the preparation and/or verification of bills for all items sold by the bar and where the bartender is required to take cash for the proper recording and cancellation of the bill, and for the cash received.

The Bartender is responsible for the proper instruction of all bar workers in the proper performance of their duties including the preparation and serving of drinks, snacks, and such other items as may be sold by the bar.

The Bartender is responsible for the proper stocking of the bar, requisitioning the necessary supplies and ensuring that the chillers, refrigerators, etc., are kept well stocked with ice, beer, soft-drinks, wine and juices etc.

The Bartender takes orders from waiters or direct from customers, verifies the bill from the waiter or prepares the order from the customer as the case may be, serves the items on the bill and:

- (a) Presents the bill to the cashier or,

- (b) Takes the cash as may be required by the establishment in which he/she works; in which event the bartender records the sale and stamps or otherwise closes and voids the bill and returns the customers copy to the waiter or the customer as the case may be.

The Bartender is responsible for the cleanliness and the tidiness of the bar, the removal of litter and dirty utensils from the counter, the washing, drying and orderly stacking of such utensils, the proper storage and custody of empty bottles and other containers upon which there is a refund, the cleanliness and tidiness of the refrigerator, showcases, etc.; implements tools and other bar equipment, and the counter and general work area of the bar.

The Bartender may also be required to perform other ancillary and/or related duties.

ASSISTANT BARTENDER:

The Assistant Bartender is a worker who is wholly or mainly employed in the bar and who assists the Bartender in any or all of his/her duties and upon whom during the absence of the bartender the duties and responsibilities of that position devolve.

BELL CAPTAIN:

The Bell Captain is responsible for the supervision and control of the bellboys and doormen and he performs all the duties of those positions. His responsibilities include ensuring the cleanliness and tidiness of the Lobby area, the proper maintenance of the function boards, so as to reflect the ongoing and/or projected activities of the hotel and the hoisting and flying of the hotel flag and such other flags as the hotel would wish to fly from time to time.

BELLMAN:

The Bellman is a worker who is wholly or mainly engaged in attending to the requirements of guests including carrying luggage, taking messages, serving drink to bedrooms or public rooms. (Cleaning premises, including furniture and fittings and cleaning shoes).

The Bellman accompanies the guest from the hotel entrance to the lobby or from their room to the lobby, takes the guest luggage by hand, by trolley or by cart into the lobby, receives the keys from clerk, accompanies the guest to the room carrying the luggage, opens the door, turns on the light, opens or closes the windows as may be necessary, opens the curtains, turns on the air-conditioning, examines the room to ensure that all necessary facilities are in place, and informs the guest of the room services, hotel facilities and ongoing hotel activities.

The Bellman receives information from the room clerks about guests departing from the hotel, goes to the guest room and transports the guest luggage to the lobby, and ensures that the guests have settled their accounts with the hotel before transporting their luggage to the front entrance.

The Bellman seeks out in the manner prescribed by the hotel (by voice or sign) any visitor to the hotel required for paging.

The Bellman receives and delivers messages, memos, cheques, packets, flowers, etc., to or from the rooms, as may be directed by authorized hotel personnel, may operate the telephone service during the absence of the telephone operator or front desk personnel, keeps area in lobby and around front desk clean and tidy, paying special attention to the emptying of ash trays and elevators and performing such other ancillary and fore-related tasks as he may be required to perform.

ROOM ATTENDANT:

The Room Attendant is a worker who is wholly or mainly employed on one or more of the following duties, that is to say, making beds and tidying bedrooms and bathrooms, cleaning in bedrooms, bathrooms, lobbies, corridors, staircases, ladies rooms, lounges, waiting rooms, or on other ancillary or related duties.

The Room Attendant carries out the general cleaning of the hotel rooms; receives instructions about the work she has to do and the rooms that have been assigned to her, or clean linen and other supplies from the housekeeping store, transports same to room, collects trash and soiled linen, towels etc., from room and places them in appropriate containers, supplies room with clean linen, towels and such other articles as the standard of the establishment may require, makes the bed, dusts and polishes the furniture and fittings, cleans the bath, bathroom, lavatory, etc., cleans the inside of cupboards and fumigates them, vacuums the carpet and curtains, checks the lights and replaces defective and accessible light-bulbs, ensures that all lights, air-conditioning, music systems, locks, catches etc., are working properly, reporting any defect observed to the appropriate authority and that the room is fully equipped with all the appurtenances specified by the establishment, reporting any irregularities that may be observed.

Hands over to the appropriate authority all items found in guest rooms that are not hotel property.

May sweep or wash floors where necessary and perform tasks ancillary and/or related to the foregoing as required.

GENERAL WORKER:

The General Worker is a factotum who performs multiple but unspecified manual tasks having a simple and routine nature, requiring mainly physical effort and little or no previous experience.

GENERAL WORKER - Guest Houses:

The General Worker (Guest Houses) is a factotum employed only in Guest Houses, who performs multiple but unspecified duties, which, among others, may include...general cooking, serving, marketing, gardening, portering, cleaning and laundering.

WATCHMAN:

The Watchman is a worker who is wholly or mainly employed to guard the premises against fire, theft, trespass and illegal entry.

Makes periodic inspection tours about buildings and grounds, examines doors, windows and gates to see that they are properly secured and have not been tampered with, and watches for other irregularities, such as broken water pipes and fire hazards.

May register at regular stations, to record the making of inspection rounds at specified times. May perform other duties.

SECURITY GUARD:

The Security Guard is a worker wholly employed in safeguarding the property, its contents and inmates by guarding against theft, violence, illegal entry, infraction of rules, or other irregularities.

Patrols area and keeps watch for suspicious persons or activities; takes action to prevent violence or disturbances.

Makes periodic inspection tours about buildings and/or grounds, examining doors, windows and gates to see that they are properly secured and have not been tampered with, and watches for other irregularities, such as broken water pipes and fire hazards.

Guards both inside and outside the hotel to protect the property and maintain good order; receives instructions on the area in which he is to operate; takes up a fixed position or moves around a given area; ensures that regulations are not broken by vehicles coming within the precincts of the property; observes people entering and leaving the hotel; prevents acts of violence, robbery, theft, vandalism or any violation of the hotel's rules or regulations; sees after the good conduct of people in the hotel; sees that the disciplinary rules are obeyed.

May register at regular stations to record the making of inspection rounds at specified times; may convey or guard messengers conveying valuable to and from banks; may make arrests if authorized.

Performs such other duties ancillary and/or related to the foregoing as may be required.

LIFEGUARD:

The Lifeguard's main function is to patrol the beach and/or the swimming pool to prevent accidents and rescue bathers from drowning.

May be required to perform all the duties of and/or to direct the activities of beach and pool attendants.

May perform such other tasks ancillary and/or related to the foregoing as may be required.

BEACH/POOL ATTENDANT:

The Beach and Pool Attendant is wholly or mainly employed in keeping the beach, pool and their surrounding areas clean, and in providing the guests with the beach and pool services provided by the establishment:

Cleans the swimming pool and its surroundings, skims and cleans the pool using the means provided, empties the pool as may be required by means of pump or other outlet arrangement; remove slime or dirt from bottom and walls of pool using the equipment provided; fills the pool by the means provided, cleans and operates the filters; cleans the pool surroundings picking up and suitably disposing of all trash; cleans and arranges the pool furniture.

May be required to treat the pool with chemicals necessary to its sanitation.

Cleans the hotel area of the beach and tries to keep it attractively clean; gathers in a heap the garbage accumulated on the beach by using a rake and shovel and deposits it in appropriate containers; removes seaweed and other strange objects from the edge of the water that could affect the bathers; provides the hotel guests with the beach equipment that the hotel provides and collects and stacks or otherwise deals with same as may be specified by the establishment; keeps the beach furniture and the beach station if any clean and tidy.

May substitute for lifeguard during his absence, if so qualified.

Performs such other tasks ancillary and/or related to the foregoing as may be required.

LAUNDRY WORKER:

The Laundry worker performs duties such as washing, drying and ironing clothing, textile fabrics in a laundry.

Sorts soiled articles according to type and treatment to be given; washes articles by machine or hand; dries articles by machine, by hanging them in a drying room or the open air, or by placing them on heated metal forms; irons articles with heated hand iron or with pressing machine.

May receive articles, mark them for identification and sort them and/or pack finished articles for delivery.

May operate mechanical equipment to wash clothing, textile fabrics and similar materials:

Places articles in drum of machine; operates valve to fill machine with water to prescribed level; adds soap and other cleansing agents to water; opens valve to admit steam into machine to heat the water and maintain desired temperature; fastens cover and operates controls to rotate drum or agitate contents; drains water from machine and refills it as required to rinse articles; stops machine and removes articles, packs them into hand truck or drying machine.

May sort articles according to colour, condition, and type of material.

May press clothing, textile fabrics and similar articles by hand.

Smooths and shapes clothing, textile fabrics and similar articles by pressing with heated flat iron.

Arranges material on ironing board moistens material before and/or during pressing; moves iron over material, applying necessary heat and pressure to obtain desired effect.

May press clothing, textile fabrics and similar articles by machine:

Arranges material on padded table of machine; pulls pressing head of machine on to surface of material; operates pedals to control pressure on material flow of steam through material and vacuum for drawing away moisture; raises pressing head, and rearranges material and repeats process until pressing is complete.

May feed and remove textile fabrics and similar articles into and from a calendar machine; may arrange articles of clothing over shaped heated forms and inject steam or hot air to obtain desired effect.

Performs such other tasks ancillary and/or related to the foregoing as may be required.

LINEN ROOM ATTENDANT:

Attends the linen room, where the bedclothes, towels, curtains, tablecloths, and other linen for use in the hotel are kept and distributed.

The Linen Room Attendant may also be responsible for the distribution of uniforms worn by the hotel staff.

Receives the dirty linen that has been collected in different sections of the establishment; checks and classifies them, completes the necessary service sheets and sends the dirty linen to the laundry; counts, arranges, classifies and stores the clean linen received from the laundry, classifies marks and shelves new linen, attends to telephone calls, requisitions etc., from other quarters of the hotel requesting clean linen, selects the linen requested and makes it available as requested. Provides clean uniforms for staff, receiving dirty uniforms and exchanging same for clean ones and dispatching dirty ones to laundry and otherwise deals with uniforms as she deals with other linen and sees that they are kept in good repair; keeps an account of the linen received, stored in the

linen room and distributed, in order to be in a position to requisition any additional linen that may be required; assists in taking the linen inventory at specified periods or as may be required.

May attend to the laundry services in connection with the guest laundry and supervise assistant linen room attendants.

Performs such other ancillary and/or related tasks as may be required.

ASSISTANT LINEN ROOM ATTENDANT:

Helps in the task related to the receiving, marking, storing, distribution and repair of linen and employee uniforms. Under the direction of her superior, she classifies, counts, marks, shelves, newly received linen, helps to inspect, count and send dirty linen and uniforms to the laundry and distribute the clean ones; substitutes for the linen room attendant during her absence.

Performs such other ancillary and/or related tasks as may be required.

STOREROOM ATTENDANT:

Receives, stores and issues tools, merchandise, equipment and other goods and maintains relevant records.

Receives and checks incoming goods against demand notes, vouchers or other documents and notes damages or deficiencies; enters details of goods received in storeroom ledgers or on record cards; ensures that goods are placed in correct position in store, marking them with identifying and other data as required; issues stock against proper authorisation, and makes requisitions for replacement according to instructions or on own initiative; ensures that perishable foods and drinks are kept at the right temperature; sees that the fridges and freezers are kept clean and tidy; periodically inspects the stored goods and gets rid of the spoilt ones according to standing instructions for disposal; keeps an account of incoming and outgoing stock; periodically checks stock against stock records and reports to supervisor; keeps the storerooms tidy and in a clean and sanitary condition.

Performs such other tasks ancillary and/or related to the foregoing as may be required.

TELEPHONE OPERATOR:

The Telephone Operator operates a telephone switchboard or sections thereof dealing with internal, local or overseas calls.

Observes switchboard for incoming calls and moves or manipulates cords, keys, switches, buttons or other devices to make contact and establish communication between the caller and the person called; makes connection for outgoing calls; routes overseas calls or gives necessary instructions to other switchboard operators; observes and records charges for overseas calls; answers appropriate telephone enquiries, receives and records messages and delivers them to the appropriate persons, telephones the rooms of guests, who request to be called at pre-arranged

times, notifies her superior of any malfunctioning of the switchboard or any hotel telephone that is brought to her attention.

Performs such other tasks ancillary and/or relative to the foregoing as may be required.

FOOD AND BEVERAGE CASHIER:

The Food and Beverage Cashier receives cash in payment for food and beverage and gives change and receipts bill as may be necessary;

Is responsible to ensure that all food and beverage sales are properly recorded at the time of sale and that changes are timely remitted to the Front Office for recording by the Front Office Cashier or other responsible person.

The duties of the Food and Beverage Cashier include:

1. The proper recording of all sales of food and beverage.
2. The proper accounting for and handling of both the daily cash receipts and for his/her cash float.
3. Ascertaining that all charge sales are proper and that the guest's signature is legible; in many cases, this includes the propriety of credit card charges.
4. The preparation of the cashier's daily report.
5. The accounting for all guest cheques issued to him as either used or unused.
6. The reconciliation of the cash balance with the records.
7. Strictly following all accounting directives in performing the above duties.

May perform such other tasks ancillary and/or related to the foregoing as may be required.

APPENDIX 111

PROTOCOL ON JOB SECURITY

BETWEEN

**BARBADOS HOTEL AND TOURISM ASSOCIATION
AND
BARBADOS WORKERS' UNION**

- (A) This Protocol on Job Security in the Hospitality Industry is in keeping with a novel development in industrial relations in this sector, including a freeze on basic rates (1993), and the introduction of gain-sharing concepts (1994).
- (B) The draft is based on principles enunciated in ILO Convention 122 on EMPLOYMENT POLICY:

Article 29 (3):

“In consultation and cooperation as appropriate with workers’ organizations and/or representatives of workers at the level of the undertaking, and having regard to national economic and social conditions, measures should be taken by undertakings to counteract unemployment, to help workers find jobs, to increase the number of jobs available and to minimize the consequences of unemployment.”

And also,

CONVENTION 158 on TERMINATION OF EMPLOYMENT:

Article 2 (3):

“Adequate standards shall be provided against recourse to Contracts of employment for a specified period of time the aim of which is to avoid the protection resulting from this Convention.”

Article 13:

- (1) When the employer contemplates terminations for reasons of an economic, technological, structural or similar nature, the employer shall:
- (a.) provide the workers’ representatives concerned in good time with relevant information including the reasons for the terminations contemplated, the number and categories of workers likely to be affected and the period over which the terminations are intended to be carried out;

- (b) give, in accordance with national law and practice the workers' representatives concerned, as early as possible, an opportunity for consultation on measures to be taken to avert or to minimize the terminations and measures to mitigate the adverse effects of any terminations on the workers.
- (c) It is recommended that, instead of maintaining matters relative to job Security in **Clause 20 GENERAL** such matters are solidified in a separate clause.

JOB SECURITY

The parties to the agreement accept that job security is an inherent element of the Labour contract. The parties, therefore, in light of the agreement on a freeze on wages, and the introduction of gain sharing criteria as determinants of compensation, accept that every effort will be made to ensure job security for workers in the various Plants party to the agreement.

SUB-CONTRACTING

Where the employer intends to subcontract services, which are provided by members of the bargaining unit, the employer agrees to inform the Union at least two (2) weeks in writing before the intended course of action. The employer further agrees to discuss with the Union the reasons for the intended action and to negotiate any viable alternative proposal to achieve the employers' objective, which the Union may wish to submit.

ECONOMIC REDUNDANCY

Where the company anticipates that it will have to reduce expenses because of economic considerations, payroll reductions will be given equal consideration along with other factors.

Where it is agreed that payroll reduction may be necessary, it is agreed that every effort will be made to retain jobs.

The Company undertakes to give no less than two (2) weeks notice to the Union, prior to the statutory notice, where major payroll reductions are to be considered.

The Barbados Hotel and Tourism Association agrees to assist the Union wherever possible in obtaining financial information to be used as a basis for discussion with the Union.

Where a case for redundancy is established and the redundancy of permanent employees is contemplated the employer undertakes to provide the Union two (2) weeks before the statutory notice period, in writing, the names, job skills and seniority of the persons to be made redundant and the reasons for such retrenchment. If the Union so desires, the employer will meet the Union within four (4) days of receipt of notice by the Union to hear the Union's representation on the matter.

In the event of the above-mentioned redundancy, the termination of employees shall be based on the principle, "last in" "first out", so that an employee with seniority in service shall have

precedence over an employee with seniority in the particular job Category of the bargaining unit in which the redundancies will occur, provided, however, that this principle may be varied in cases where there is just reason for terminating an employee with seniority in service.

In the event of "lay-off" or "short-time" working of permanent employees within the meaning of the severance payments Act, the principle of "last in" "first out" shall apply and have the same interpretation as above, except that the employer may elect to so rotate the employees as to ensure equitable distribution of the work between than.

Normally, the service of regular employees shall be retained in preference to seasonal or temporary employees.

Where redundancies are occasioned by a fall off in demand for goods and services, and, with an increase in demand for such goods and services the Company has to recruit employees, those who had been made redundant as a result of the fail off, will be given priority in recruitment all things being equal, provided that the worker has met the performance standards of the employer during his/her last tour of duty. This information will be communicated to the employee and the Union in writing before the termination of the employee.

Where, owing to the exigencies of the business a seasonal worker has been laid off, that worker shall be given first consideration for re-employment all things being equal provided that the worker has met the performance standards of the employer during his last tour of duty. This information will be communicated to the employee and the Union in writing before the termination of the employee.

STRUCTURAL CHANGES:

Where a business decides to undertake structural changes in its operations, e.g. merger, transformation to time-sharing, down-sizing or expansion of facilities, etc., the employer agrees to give the Union the earliest possible notice, but no less than two (2) weeks' notice of its intention, prior to the statutory notice, and to discuss the proposed changes with the Union.

Where employee numbers may be affected by such changes, all attempts will be made to retain jobs, and where necessary and appropriate, training and retraining of staff will, be provided by the company for the affected employees.

An evaluation of employees' performance will be provided for those employees leaving the organization whose employment has been terminated. The Union will also be informed of this evaluation.

TECHNOLOGY

Where the introduction of technological changes are likely to affect the job security of employees, the business undertakes to discuss the introduction of such technology with the Union within a reasonable time but in no case less than two (2) weeks before the contemplated introduction of the technology workers in the area likely to be affected will be offered the opportunity to train in the

new technology. Selection for training will be on the basis of seniority, which may be varied for just reason relating to prior qualification and demonstrated competence in the field.

JOB ENHANCEMENT

Where it is desired by the parties to this Agreement that jobs **should be** combined, or that jobs should **be** enhanced by the inclusion of tasks not hitherto included in that job description, the following shall apply:

- (a) The revised Job shall not be unduly onerous mentally or physically.
- (b) Where such changes are undertaken to expand the working opportunities for workers whose available hours of work may be limited, no additional pay applies, subject only to the provisions of the existing collective agreement in relation to pay.
- (c) Where a revised job description implies additional authority; responsibility or productivity a premium on the existing pay shall be negotiable.

It shall be the duty of the company to provide the Union with a draft copy of the revised job description, the existing job description, and the intended change in remuneration where appropriate, to form the basis of discussion.

SPLIT- SHIFTS

The parties to the agreement agree to work towards a system of scheduling not more than three (3) days of split shifts per working week. The parties agree that such matters would be dealt with at the plant level.

APPENDIX IV

A. PROTOCOL IN RESPECT OF TEMPORARY OR SEASONAL LAYOFF DUE TO A DOWN TURN IN BUSINESS

The Parties recognize that the Hospitality Industry is seasonal in nature and is impacted by demand for product and services, therefore it is accepted that there will be occasions in the annual business cycle where fluctuation in demand will impact on the manning levels of individual properties.

Where a Company anticipates that there will be a downturn in demand for its product and services and where it may have to temporarily reduce operating expenses because of economic considerations. The Company will advise the Union of details and reasons for changes to the levels of manning required during the period.

Notwithstanding the generality of the foregoing, where, due to the exigencies of the business, it becomes necessary to employ persons for less than eight (8) hours per day the employer may, after consultation with an Officer of the Union, reduce the daily hours of work of an employee. Such reduced number of working hours shall be paid for at a rate of pay proportionate to the normal rate for forty (40) hours per week.

Owing to the sensitive nature of the Industry to environmental impacts, there should be timely consultation to allow the Company to meet its business requirements.

The following conditions will apply:

- a) In the event of "lay-off" or "short-time" working of permanent employees within the meaning of the Severance payments Act (see below), the principle of "last in" "first out" shall apply or the employer may elect to so rotate the employees as to ensure equitable distribution of the work between them.

- **Lay off : Cap 335 A 18. (1)** Where an employee is employed under a contract on such terms and conditions that his remuneration thereunder depends on his being provided by the employer with work of the kind which he is employed to do, he shall for the purposes of this Act be taken to be laid off for any week in respect of which, by reason that the employer does not provide such work for him, he is not entitled to any remuneration under the contract.

Short Time Cap 355A 18. (2) Where by reason of a diminution in the work provided for an employee by his employer (being work of a kind which under his contract the employee is employed to do) the employee's remuneration for any week is less than half a weeks' pay (calculated in accordance with paragraph 6 of the First Schedule) he shall for the purposes of this Act be deemed to be kept on short-time for that week

Last in" "First out" means that an employee with seniority in service shall have precedence over an employee with seniority in the particular job Category of the bargaining unit in which the "layoffs" or "short time" occur. However, that this principle may be varied in cases where there the employer may show just reason.

- b) Normally, the service of regular employees shall be retained in preference to seasonal or temporary employees.
- c) Where, owing to the exigencies of the business a seasonal worker has been laid off, that worker shall be given first consideration for re-employment all things being equal provided that the worker has met the performance standards of the employer during his last tour of duty.
- d) If a dispute arises in the process:
 - a. The matter shall be dealt with within seven (7) days.
 - b. The status quo ante shall prevail while the matter is being dealt with by way of the grievance procedure.

B. GUIDANCE FOR ROSTERING OF EMPLOYEES COVERED BY THE BHTA/BWU COLLECTIVE AGREEMENT

The BWU and the BHTA shall collaborate to address any issue brought about by the implementation of relevant legislation whereby any such change impacts on the hours of work of employees covered by the Collective Agreement.

In accordance with Part V Section B, C and D, of the Collective Agreement the following represents guidance for Managers on the rostering of employees:

Break between Shifts.

Under normal operations employees will be rostered a ten (10) hour rest period between shifts. Notwithstanding the above, where the operation is covered by the Shops Act 2015-30, then the duration of the rest period shall be that as outlined in the said Act.

On occasions where the employer faces operational challenges such as sickness, unplanned demand for services, unavoidable absence such as (Emergencies, Compassionate Leave etc) , employees may be required to work successive shifts. Where adequate rest time is not practicable, management shall make accommodation within the remaining roster to permit the employee adequate rest time in subsequent tours of duty.

The above refers to normal hours and not where the employee is called upon and volunteers to provide service under Overtime Conditions. Where such overtime conditions impact on the recommended rest period, managers should accommodate adequate rest time in the subsequent tours of duty.

Split Shifts

In accordance with the fluctuating requirements of the business, employees may not be scheduled more than three (3) days of split shifts per working week.

It is recognised that splits shifts can be onerous on employees and shall not occur successively without the expressed agreement of the parties. Health and Safety requirements must be considered. In general, it is recommended that Managers adjust employees remaining roster to allow adequate rest time in subsequent tours of duty.

Where an employee is required to work a split shift, that employee shall be permitted to remain on the property, within staff areas, during the intervening hours.

Agreed this day 23rd NOV 2018

Barbados Hotel and Tourism Association

Barbados Worker's Union

Stephen Austin Chairman

J. Moore General Secretary

[Signature] Director

[Signature] Dep G. Secretary

[Signature] CEO

[Signature]

[Signature]

[Signature]

[Signature]

Shelley-Jorley

[Signature]

Maia Watkins

[Signature]

Sophia Husbands

[Signature]

[Signature]

[Signature]

APPENDIX V

LETTER OF UNDERSTANDING

BETWEEN

BARBADOS HOTEL AND TOURISM ASSOCIATION
AND
BARBADOS WORKERS' UNION

1. The parties agree to resolve the following issue during the life of the next agreement
 - "Any worker without the authority to suspend or terminate his/her subordinates shall be part of the Bargaining Unit (Supervisory Matter) during the life of the next agreement .
2. The BHTA agrees that it would review the job summaries which form part of the Agreement as detailed at Appendix II by December, 2017.
3. The parties also agree that a discussion on terms of reference to govern an exercise to review all relevant job summaries in the industry, with the view of updating Appendix II shall commence by July 15th, 2017.
4. The BHTA agrees that it will share with the BWU its survey conducted on wages rates for Supervisors as covered by the Collective Agreement.

Agreed this day _____

Barbados Hotel and Tourism
Association

Barbados Worker's Union

Chairman

General Secretary

Director

Dep. G. Secretary

CEO

Original Signed 22nd May 2017