

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

BELIZE TELEMEDIA LIMITED



AND



BELIZE COMMUNICATIONS WORKER'S UNION

2021-2024

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PREAMBLE

THIS AGREEMENT is hereby entered into on the 30th day of April, 2021 BETWEEN **BELIZE COMMUNICATIONS WORKERS UNION (BCWU)** (hereinafter referred to as "the Union") of the One Part AND **BELIZE TELEMEDIA LIMITED (BTL)** (hereinafter referred to as "the Company") of the Other Part, (collectively hereinafter referred to as the "Parties"). The Union and the Company hereby mutually and voluntarily agree to fulfill all the terms of this collective agreement and in doing so undertake to conduct their affairs in accordance with good industrial relation practices, both parties being able to change their names, constitutions and management without invalidating any objectives or articles of this Agreement.

WHEREAS

- A. This Agreement is entered into primarily to maintain and enhance the good relations existing between the Company and the Union and to provide procedures for avoidance and settlement of disputes.
- B. The Union and the Company both acknowledge that the services provided by the Company and its employees are of AN ESSENTIAL NATURE in Belize and, recognizing the necessity to avoid any action that would wholly or partially disrupt the efficiency of this service. Both Parties agree that any requests, complaints or differences arising between them during the period of this Agreement shall be dealt with in the manner as prescribed by Articles 20 and 24 of this Agreement subject only to the Laws of Belize.
- C. This Agreement shall be binding on both Parties and shall not be in contravention of the Laws of Belize.

NOW THEREFORE, the Parties agree as follows:

ARTICLE 1 - RECOGNITION AND OBJECTIVES

- 1.1. The Company recognizes the Union as the bargaining Agent on behalf of its employees who have duly joined the Union with the exception of staff in/or appointed to managerial positions, and such other posts which may be created or categorized by virtue of the duties involved, as identified with Management.
- 1.2. The Company and the Union, recognizing the importance of providing reliable high-quality communication services to all customers at an economic price, subscribe and undertake to cooperate with a view to ensure the following:

- 1.2.1.To improve business processes, reduce absenteeism, and create efficiencies.
- 1.2.2.To improve employee efficiency and to maintain maximum productivity.
- 1.2.3.To ensure the profitability and viability of the Company as the leader in the communications industry.
- 1.2.4.To maintain the customer base and attract and secure new customers to increase market share.
- 1.2.5.To foster job enrichment and job satisfaction.
- 1.2.6.To promote and maintain a culture of supportive and achievement within the Company.
- 1.2.7.To discourage any practice of discrimination by reason of nationality, race, sex, marital status, religious and political beliefs, non-union or union affiliation, against any of the Parties to this Agreement.
- 1.2.8.To adhere to the principles of collective bargaining and the right of employees, with the exception of management staff (“Management”) that are not members of the Union, to be members of the Union. The Union shall have no authority to act for and on behalf of any member of Management.

ARTICLE 2 - MANAGEMENT RIGHTS AND FUNCTIONS

- 2.1. It is acknowledged that all rights, power, authority and recognized customary functions of Management are vested exclusively in the Company. These functions include, but are not limited to, the right and obligation:
 - 2.1.1.To plan, direct, and control operations including the size of the working force, working hours, methods, standards and manner of working within the Company.
 - 2.1.2.To control and regulate the use of all equipment and other property of the Company.
 - 2.1.3.To hire, promote, transfer or retire employees, and to discipline and dismiss employees for just cause, as provided in this Agreement.
 - 2.1.4.To make and enforce such rules and regulations as the Company considers necessary or advisable for the orderly, efficient and safe conduct of its business, and to require employees to observe such rules and regulations providing all such rules and regulations comply with the Laws of Belize.
 - 2.1.5.Notwithstanding all of the above, the Company agrees to cooperate with the Union in their expressed desire not to work contrary to the mutual interest of the Company and

its employees and to promptly advise where any changes are anticipated which may affect the general conditions of service of the employees. The purpose of early advice is to enable Management to take into account any representation which the Union may wish to make on behalf of the members.

2.1.6. Pursuant to Clause 2.1.5, Management agrees to provide the Union with ten (10) working days to make representations on behalf of its members. Management further agrees to meet with the Union and provide its final decision within ten (10) working days of receiving the said representations.

ARTICLE 3- UNION SECURITY AND CHECKOFF SYSTEM

- 3.1. Pursuant to the terms of this Agreement and the Laws of Belize, the Union shall have the right to exercise all the legitimate functions of a Trade Union, in accordance with recognized trade union principles and practices, in accordance with its principal purpose of providing representation and promotion of employees' interest and the regulation between employer and employees.
- 3.2. The Company agrees to afford appropriate assistance including necessary time off and financial assistance where possible to the Union to enable it to carry out its legitimate function.
- 3.3. Subject to the Labour Law and having received the authority of the individual employees concerned, the Company shall undertake the deduction of Union dues from the wages of employees on a monthly basis. These dues will be deposited to the union's financial institution and provide monthly deposit details to the Union. It is understood that any authorization to deduct dues shall be subject to cancellation by the individual employee at any time by giving written notice to the Union and the Company.
- 3.4. The Union shall keep the Company informed, on an annual basis, in writing of the names of its Executives, Liaison Officers, and any other officials directly representing the Company employees.
- 3.5. The Company agrees to allow the Union space on its bulletin boards/electronic mediums for posting of information necessary to conduct of Union affairs, provided that the information is copied to Management for approval prior to posting, and subject to Management's rights to refuse the posting of any subject matter not directly concerned with the Union's function of representing the Company's employees or which is of a hostile, inflammatory, or derogatory nature.
- 3.6. The Company agrees to grant officers of the Union specific permission to meet during normal working hours to conduct Company/Union business. The Union will submit request in writing to the General Manager - Human Resources & Admin 48 hours prior for due consultation and approval.

ARTICLE 4 – RECRUITMENT

- 4.1. The Company shall make every effort to fill all vacancies from within, by first advertising to all employees.
- 4.2. Prior to commencing the interview process for any job, the Company shall select candidates from qualifying internal applications before commencing the selection from external applications.
- 4.3. In the case of any employee who applies for a vacancy and is not successful, the Company shall give the employee in writing the reason for not being accepted and the areas where he/she can improve skills.

ARTICLE 5 – TERMS OF EMPLOYMENT

- 5.1. Employees engaged to fill a permanent post shall serve a probationary period of six (6) months.
- 5.2. Employees who have been acting in that post for at least six (6) months, will not be subjected to probation if their Acting Evaluation was successful.
- 5.3. On completion of the probationary period, the employee shall be appraised and, if satisfactory, shall become entitled to all benefits of this Agreement.
- 5.4. A permanent employee shall be placed on a probationary period not to exceed six (6) months if it has been deemed that the performance of the employee is not satisfactorily meeting the required performance level of his or her job description as defined in the Performance Appraisal. If an employees' probation period needs to be extended, the Company's Human Resource Department shall ensure that the proper coaching is being provided to the employee.
- 5.5. The Company may grant one extension of probationary period, which shall be three (3) months, if the employee's performance is deemed to be marginally unsatisfactory. The Union shall be informed of such extensions for members.
- 5.6. The Company shall inform the Union, through the Company's internal publications of permanent and contractual appointments.

ARTICLE 6 - PROMOTION, ACTING APPOINTMENTS

- 6.1. Promotions and acting appointments, will be determined by Management's assessment of an employee's performance based on qualifications, certifications, abilities, skills, experience, efficiency, years of service, general capabilities, and performance appraisal.
- 6.2. Upon the promotion of an employee, such employee shall be entitled to an increase in salary which is not less than 5% of such employee's salary prior to the promotion. Such increase shall become effective on the date when the employee assumes the roles and responsibilities of his/her new position. The employee shall receive a formal written notice of the promotion from the Company no more than two (2) weeks after assuming the position.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

- 7.1. The normal working hours per week for employees covered by this Agreement shall be forty (40) hours on the basis of a five-day week.
- 7.2. It is recognized that an obligation to perform rostered duties and work after normal working hours when required is an inherent part of the conditions of employment of all employees. Duty rosters shall be posted on the Company's notice boards, or other electronic mediums, at least seven (7) days before they become effective. Any subsequent change shall be made after consultation with the employees concerned, and the employees shall only make changes of duty with permission of their immediate Supervisor.
- 7.3. Employees obliged to perform rostered duties shall be entitled to two consecutive days which shall be rostered, the second day which shall be the agreed rest day.
- 7.4. Employees may be required to work in excess of their normal working hours or to work on Public and Bank Holidays provided they are paid overtime for such work and further provided that they are given as much notice as possible that they will be required to work. It is understood that as a result of the characterization of the service of the Company as an essential service, lengthy advance notice periods may not be possible in all circumstances.
- 7.5. Overtime rates shall be payable for work authorized in advance and performed in the following circumstances and at the following rates:

7.5.1. Workers other than Shift Workers:

- 7.5.1.1. For work performed on Sundays, Public and Bank Holidays - twice the normal hourly rate.
- 7.5.1.2. For all other work performed in excess of the prescribed working hours - one-and one-half times the normal hourly rate.

7.5.2. Shift Workers:

- 7.5.2.1. A shift worker is anyone who follows a work schedule which may or may not be within the normal "Monday to Friday, work week. A shift schedule should total the standard 40-hour work week and should be worked consecutively for 5 days, eight hours each day.
- 7.5.2.2. For work performed on the agreed rest day, public and bank holidays- twice the normal hourly rate.
- 7.5.2.3. For work performed on Sundays which is in excess of the prescribed working hours - twice the normal hourly rate.
- 7.5.2.4. For all other work performed in excess of the prescribed working hours - one and one halftimes the normal hourly rate.

7.5.2.5. The normal hourly rate is arrived at by dividing the annual salary by 52 then by 40.

7.5.3. **Rostered Workers:**

7.5.3.1. A Rostered Worker is anyone who follows the typical 8am to 12pm and 1:00pm to 5pm business day within the scheduled work week. The work week being a period of five consecutive days, with two consecutive days off, the second day being the rest day. A roster schedule should total to the standard 40 hours work week.

7.5.3.2. For work performed on Sundays, Public and Bank Holidays - twice the normal hourly rate.

7.5.3.3. For all other work performed in excess of the prescribed working hours - one-and one-half times the normal hourly rate.

ARTICLE 8 - LEAVE OF ABSENCE

8.1. **Vacation Leave:**

8.1.1. After completion of 12 months service with the Company an employee shall be entitled to be paid annual leave as specified in *Schedule 1*, subject to the following conditions:

8.1.1.1. As far as possible, paid vacation leave shall be taken at a time mutually convenient to the Company and the employee.

8.1.1.2. Application for vacation leave should be made at least four weeks in advance.

8.1.1.3. All employees are required to take a mandatory period of at least a minimum of 5 consecutive working days' vacation leave twice annually in the year in which it is earned.

8.1.1.4. Employees are allowed to carry over no more than 10 working days into the following year. Only the Manager - Human Resources may approve an excess of 10 working days.

8.1.1.5. Payment in lieu of leave may be made by mutual agreement between the Company and the employee providing that said employee takes leave in accordance with Clause 8.1.1.3 above.

8.2. **Sick Leave:**

8.2.1. Each employee must notify his/her immediate Supervisor/Manager and the Human Resources Department of the Company of his/her inability to attend work as a result of illness no later than 9:00am on his/her first day of absence.

8.2.2. Absence on account of illness for longer than one day must be supported by a medical certificate from a registered medical practitioner.

8.2.3. Full pay will be granted to an employee for a period not exceeding twenty-eight (28) working days of which the employee is entitled to sixteen (16) certified and twelve (12) uncertified sick days, per calendar year provided the following conditions are met:

8.2.3.1. The employee has been employed for a period of not less than two (2) months in the preceding twelve (12) months.

8.2.3.2. Illness is not the result of the employee's own fault or action.

A period of sick leave may be extended for a total of six (6) months on full pay, inclusive of the sick day leave entitlement described in Clause 8.2.3 mentioned above.

The aggregate amount of sick leave on full pay shall not exceed six (6) months in the preceding three years.

8.2.4. An application for sick leave on full pay beyond the entitlement, must be made in writing supported with proof of the necessity for such extension, the length of any such extension and the certification that the employee's return to work is probable, all endorsed by a Registered Medical Practitioner. However, it is understood that any extension of sick leave will be at Management's Human Resources sole discretion.

8.2.5. Any Social Security Benefits recovered by the employee after illness must be refunded to the Company whenever full salary has been received by employee for any illness. Failure to submit the social security claim form to the Company's Human Resources Department within two (2) days will result in the claim being disallowed and therefore, the losses incurred will be passed to the employee.

8.2.6. The Company may require that an employee, absent too frequently on account of illness, be examined by a Registered Medical Practitioner and subject to the guidance of Social Security Board, will determine his/her fitness for continuous employment. In the event that the Registered Medical Practitioner and Social Security Board decide that the employee is unfit to continue working with the Company, the employee will be retired by the Company on medical grounds and shall be entitled to his/her full pension up to date of being certified medically unfit to continue employment with the Company.

8.3. **Maternity Leave:**

8.3.1. Maternity leave shall be paid in accordance with this Agreement provided that during the twelve (12) months preceding the employee's confinement, the employee was employed by the Company for a period of not less than one hundred and fifty (150) calendar days.

8.3.2. The employee shall:

8.3.2.1. not be permitted to work during the seven (7) weeks following her confinement;

8.3.2.2. shall be entitled to commence maternity leave as early as seven (7) weeks prior to her expected confinement date upon the production of a medical certificate given by a Registered Medical Practitioner stating that her confinement will probably take place within seven (7) weeks;

8.3.2.3. be paid full salary while she is absent from work. Maternity benefit recovered by the employee from Social Security must be refunded to the Company whenever full salary has been received by the employee for any maternity benefit. Failure to do so will result in losses incurred being passed to employee; and

8.3.2.4. be given an extra one (1) hour per day, to be determined upon mutual agreement between the employee's Supervisor and employee, up to six (6) months after delivery to attend to the child.

8.4. **Paternity Leave:**

8.4.1. Fathers shall be granted five (5) working days' paternity leave with pay and said paternity leave must be taken within one (1) month prior to or immediately following the birth of the child and upon submission of a copy of the mother's certificate of confinement. The child's birth certificate is to be submitted to the Company's Human Resources Department within one (1) month time of the child's birth. An employee is entitled to paternity leave a maximum of once in a twelve (12) month period. Failure to submit the birth certificate may result in forfeiture of the five (5) days' vacation leave salary and such loss incurred will be passed to the Employee.

8.5. **Special Leave:**

8.5.1. Special leave on full salary may be granted in the following circumstances subject to the exigencies of the Company, and provided that at least two (2) weeks' notice is given for replacement staff to be identified;

8.5.2. To enable employees to fulfill all statutory and government obligations.

8.5.3. To enable employees to sit examinations for approved courses, provided evidence is produced of such exams.

8.6. **Union Leave:**

8.6.1. The Company agrees to consider requests for Special Leave for officers of the Union to attend Union seminars or conferences.

8.6.2. Each case will be considered strictly on its merits and in the light of the existing requirements of the Company's services and without causing disruption in meeting deadlines, project timelines, and other company objectives. Action taken in any instance may not be considered as a precedent to be followed.

8.6.3. Two (2) weeks' notice of such Special Leave request shall be given to Management by the Union so as not to adversely affect the Company's operations.

8.6.4. The Company agrees to grant Union Executives time-off every third Friday of every month from 1:00 p.m. to 5:00 p.m. for the purpose of enabling such Union Executives to attend to the business of the Union. This will be reviewed annually (October to September) upon written request from the Union submitted to the Company's General Manager - Human Resources for consideration.

8.7. **Compassionate Leave:**

8.7.1. To enable employee's time off in cases of illness, deaths, emergencies, etc., compassionate leave of four (4) working days with pay shall be granted. Additional days required may be approved by the Manager – Human Resources after the consultation with the immediate Manager/Supervisor.

ARTICLE 9 – ALLOWANCES

9.1. The allowance defined below will be paid in accordance with the specification in *Schedule 2*.

9.2. **Meal:**

9.2.1. When retained on duty for an overtime duty period in excess of two (2) hours.

9.2.2. When called out at short notice two (2) hours or less for an overtime duty in excess of four (4) hours.

9.2.3. When an employee on duty is required to remain on duty throughout the lunch hour.

9.2.4. When required to work for an overtime duty in excess of four (4) hours and extending beyond Midnight, a meal allowance becomes due.

9.2.5. When an employee is required to work at a location outside of their duty station.

9.3. **Subsistence:**

9.3.1. Employees who are required by the Company to work away from their duty station will be paid a Subsistence Allowance in accordance with *Schedule 2*.

6:00 a.m. - 7:00 a.m. - Breakfast

12:00 noon	-	1:00 p.m.	-	Lunch
6:00 p.m.	-	7:00 p.m.	-	Supper

9.3.2. Subsistence Allowance may normally be limited to a period of four (4) weeks in any one instance. In no case will meal allowance and subsistence allowance be paid for the same period (Except where Article 9.2.4 applies).

9.3.3. Under special circumstances, when an employee is working away from their duty station, and when expenses exceed the approved rates, reimbursement for boarding and lodging will be paid upon presentation of receipts having regard to the venue. Receipts however, must be itemized.

9.4. **Lodging:**

9.4.1. Employees who are required by the Company to sleep away from their normal place of residence will be paid lodging allowance in accordance with *Schedule 2*.

9.5. **Call-Out:**

9.5.1. Call-Out refers to contact made to an employee to complete/execute a job function(s) outside of normal working hours without prior arrangement/discussion by end of previous working day.

9.5.2. Call-Out allowance should be used for emergency situations ONLY and will be paid under the following circumstances:

9.5.2.1. When an employee who is officially off duty; and

9.5.2.2. When an employee who is officially off duty and away from his/her work site is called out.

9.5.3. Employees who have been designated to be on standby will not be considered to be "Called-Out" in any of the above circumstances and would not be entitled to a Call - Out allowance as per *Schedule 2*.

9.6. **Acting & Responsibility:**

9.6.1. The General Manager of the Human Resources Department needs to be notified in writing by the General Manager of the respective Department prior to an employee performing any Acting or Responsibility duties as it relates to this Article so that there is no delay in payment.

9.6.2. **Acting:**

9.6.2.1. An employee who is required to assume all duties higher than his/her post which he/she may be appointed to act for not less than three (3) months and not more than six (6) months shall be paid as follows:

Acting in a staff post	\$500.00 monthly
Acting in a managerial post	\$700.00 monthly

9.6.3. **Responsibility:**

9.6.3.1. An employee, who is required to assume some of the functions/duties of a higher post or perform additional duties on the same grade for not less than five (5) working days will be paid as follows:

Same Grade:	\$300.00 monthly
Higher Grade:	\$400.00 monthly

9.7. **Transport:**

9.7.1. The payment of Transport Allowance is approved at Management's discretion to improve the efficiency of employees, who in the course of their duties are required to use their personal vehicle. Employee's satisfying such criteria shall:

9.7.1.1. be paid a Transport Allowance for general use within station area.

9.7.1.2. be paid mileage allowance for authorized journeys away from station area.

9.7.1.3. be paid a Maintenance Allowance upon presentation of valid receipts showing details of expenditures incurred on the employee's vehicle.

9.8. **Bicycle/Motorcycle:**

9.8.1. Employees who are authorized to use their own bicycles/motorcycles in the course of their duties will be paid an allowance as per *Schedule 2*.

9.9. **Transfer/Re-transfer:**

9.9.1. Upon notification of a transfer to another duty station, an employee shall be paid a Transfer Allowance. This allowance shall be paid for a period of two (2) years. Application must be made to Management to continue paying this allowance beyond two (2) years. In no case will this allowance be paid for a cumulative period exceeding four (4) years.

9.9.2. Management reserves the right to re-transfer the employee to his/her original station. A Re-transfer allowance for a period of three (3) months will be paid when an employee resumes duty at his/her original duty station.

9.9.3. Employees become eligible the transfer allowance when selected by Management for transfer to another duty station or when employees take up vacant positions outside of their existing duty stations.

9.9.4. Payment shall be made as a one-time advance OR on a monthly basis as per *Schedule 2*.

9.10. **Standby:**

9.10.1. Standby refers to when an employee is assigned to be available to execute job functions outside of their normal working hours.

9.10.2. **Employee Responsibility:**

9.10.2.1. Ensure that primary and alternate contact information is updated, valid and working.

9.10.2.2. Is required to advise manager of any emergency that conflicts with availability to respond to standby.

9.10.2.3. Is required to be on standby for one (1) calendar week.

9.10.2.4. Is required to answer standby calls or return missed call within ten (10) minutes of initial call.

9.10.2.5. Is required to take initial action on standby request and provide manager with an update within thirty (30) minutes of standby call.

9.10.2.6. Is required to adequately resolve standby issue (may include responding to location of standby issue) or escalate as necessary to the respective persons.

9.10.3. **Management Responsibility:**

9.10.3.1. Advise the employee of their standby schedule at least three (3) weeks in advance.

9.10.3.2. Advise the employee of changes made to schedule due to emergencies at least two (2) days prior to scheduled time when possible.

9.10.3.3. A Standby Allowance is to be paid to those employees who are scheduled to perform weekly standby duties as per *Schedule 2*.

9.10.4. **Failure to fulfill Standby Responsibility:**

9.10.4.1. If an employee fails to respond to his/her scheduled standby duties, Standby Allowance will be forfeited.

9.10.4.2. In cases where an employee does not avail himself/herself for standby duties for two (2) standby schedules within the appraisal period, the employee will be subject to disciplinary action as per *Schedule 7*.

9.11. **Telecom Services Benefits:**

9.11.1. Upon successful completion of probation, employees become entitled to the Telecom Services Benefits as outlined in *Schedule 2*; and

9.11.2. Merchandise Sale as per *Schedule 2*.

9.11.3. Allowances in Article 9.11.1 cannot be applied to a merchandise sale.

ARTICLE 10- UNIFORMS

10.1. Uniforms shall be provided to employees once in every twelve (12) calendar months. Uniforms must be worn at all times in accordance with Company guidelines.

10.2. The Company will supply uniform material annually to all employee after an employee has been confirmed in a permanent post of the Company.

10.3. The Company will also contribute \$325.00 every twelve (12) months towards the sewing of the uniforms for each female employee. The type of uniform is to be appropriate to the nature of the job.

ARTICLE 11 –TRAINING

11.1. Both Parties agree that continued training either locally or abroad for employees is necessary to retain the specialized skills required to perform competently within their respective departments. Financial assistance shall be provided at Management's discretion to employee's who are pursuing appropriate courses approved by Management. Each case will be given individual attention and the Company may require individual employees to sign agreements as may be necessary.

ARTICLE 12 - RATES OF PAY

12.1. Employees covered by this Agreement shall receive rates of basic pay in accordance with the Provisions of *Schedule 3* of this Agreement.

ARTICLE 13 -ANNUAL PASSAGE GRANT (APG)

13.1. Employees of the Company shall be paid an Annual Passage Grant (“APG”) in the first week of December of each year to be constituted as per *Schedule 4*.

ARTICLE 14 – PERFORMANCE BONUS

14.1. A performance bonus based on the results of the Annual Performance Appraisal will be paid annually at the end of July as prescribed in *Schedule 6*.

ARTICLE 15 - BURIAL GRANT

- 15.1 The Company will assist with a grant of Three Thousand Dollars (\$3,000.00) towards funeral expenses, provided death occurs while employee is on official Company business.

ARTICLE 16 - PENSION PAYMENT

- 16.1 All payments from the BTL Staff Pension Plan are subject to the Staff Pension Plan Trust Deed and Rules. The employee agrees to contribute every month 6% of his/her monthly compensation; and the Company agrees to contribute an amount equivalent to 8.25% of the employee's monthly compensation.
- 16.2 The Company and the Union confirm, acknowledge and agree that the Company's 8.25% contribution in Article 16.1 above includes, and takes account of, any and all severance payments due and owing to the employees.
- 16.3 In the event that the Company's overall return on equity achieved at the end of any Fiscal Year is 8% or up to a maximum of 12%, the Company's additional employer contribution to the BTL Staff Pension Plan shall be subject to the following benchmarks:

- 16.3.1 8% Return on Equity* = 0.5% increase
16.3.2 10% Return on Equity* = 0.5% increase (a total of 1% increase)
16.3.3 12% Return on Equity* = 0.75% increase (a total of 1.75% increase)

*Return on Equity shall be calculated by dividing the Net Income by the Shareholders' Equity.

- 16.4 An employee whose services are terminated after five (5) years of continuous service, at the initiative of the Company on grounds of redundancy, shall receive payment of both contributions from the Pension Scheme.
- 16.5 An employee who resigns from the Company in good grace and has served the Company continuously for:
- 16.5.1 Five (5) years but less than seven (7) continuous years shall receive his/her pension contribution and 50% of the Company's.
- 16.5.2 More than seven (7) years but less than ten (10) continuous years shall receive his/her pension contribution and 75% of the company's contribution to the Pension Scheme.
- 16.5.3 For ten (10) continuous years or more, he/she shall receive 100% of both contributions to the Pension Scheme.
- 16.6 The Union and the Company agree that full pension will be paid to employees in the event of Death or Retirement at 55 years of age.

- 16.7 In the event of death referred to in Article 16.6 above the amount due shall be paid to the employee's appointed beneficiary.

ARTICLE 17- CESSATION OF EMPLOYMENT

17.1. Resignation:

17.1.1. In the event of resignation, the employee shall give written notice in accordance with the Labour Laws of Belize and *Schedule 5* and shall be entitled to:

17.1.1.1. Benefits mandated by the Labour Laws of Belize.

17.1.1.2. \$69.00 discount on telephone usage for a period of 5 years. Applicable for employees who have a minimum of 20 years of service.

17.1.1.3. Any other benefits covered under this agreement for which the employee is eligible.

17.2. Termination/Dismissal:

17.2.1. In the event of termination/dismissal, the employee shall be entitled to:

17.2.1.1. Benefits mandated by the Labour Laws of Belize.

17.2.1.2. Any other benefits covered under this Agreement for which the employee is eligible.

17.3. Retirement:

17.3.1. The Union and the Company agrees that all employees who reach the age of 55 years shall be retired by the Company and will be entitled to:

17.3.1.1. Benefits mandated by the Labour Laws of Belize.

17.3.1.2. \$99.00 discount on telephone usage for a period of 10 years. Applicable for employees who have a minimum of 20 years of service.

17.3.1.3. Any other benefits covered under this Agreement for which the employee is eligible.

17.4. Redundancy:

17.4.1. An employee whose services is terminated after five (5) years of continuous service at the initiative of the Company on grounds of redundancy, shall be entitled to:

17.4.1.1. Benefits mandated by the Labour Laws of Belize.

17.4.1.2. Payment of notice irrespective of whether or not notice was given.

17.4.1.3. Any other benefits covered under this Agreement for which the employee is eligible.

ARTICLE 18 – DISCIPLINE

- 18.1. If an employee is suspected of irregularities or of behavior which is contrary to the Company's Policies; but there is no immediate proof in support of or against the accusation, the employee shall be placed on suspension for a period not exceeding ten (10) working days. A thorough investigation will be done by both the Union and the Company during which time; the employee will receive full pay.
- 18.2. If the internal investigation reveals that the employee is not guilty, then the employee will return to work.
- 18.3. If the employee is guilty of gross misconduct, he/she shall be summarily dismissed in accordance with Section 43 of the Labour Act (as amended in 2011) or otherwise disciplined in accordance with the Labour Act.
- 18.4. Disciplinary action against any employee may be reported in writing to the Union which shall have the right to appeal in accordance with Article 19.
- 18.5. The Company may, at its sole discretion, utilize the Disciplinary guidelines as attached in Schedule 7.

ARTICLE 19 - GRIEVANCE PROCEDURE FOR AVOIDANCE AND SETTLEMENT OF DISPUTES

- 19.1. A grievance refers to an official complaint by an employee(s) concerning rates of pay, hours of work, working conditions, matters of alleged, unjust treatment or any other terms and conditions of employment or discrimination.
- 19.2. The Company and the Union mutually agree that all requests, complaints or differences pertaining to this Agreement, an earnest effort should be made to settle it as promptly, as close to the sources as possible, and in a progressive order. Both Parties will present the facts relating to the grievance.
- 19.3. If the grievance cannot be dealt with and/or rectified by reference to the employee's immediate Supervisor/Manager or General Manager, it shall be brought to the attention of the Executive Management for settlement if not resolved by the end of two (2) weeks through the following procedures: (Failure to resolve dispute at each level will escalate to the next level):

- 19.3.1. An employee having a grievance shall either alone or accompanied by a Liaison Officer discuss the grievance with the Supervisor/Manager concerned.
- 19.3.2. Employee and Liaison Officer along with the Supervisor to Manager.
- 19.3.3. Employee, Liaison Officer, and Supervisor/Manager to Human Resources Management.
- 19.3.4. If still not resolved, further escalation will be made by the Union to Chief Executive Officer.
- 19.3.5. At the request of either Party, conciliation by the Labour Department may be sought.
- 19.4. Any dispute which fails to be resolved under this procedure shall be referred to the Minister of Labour in accordance with the Settlements of Disputes (Essential Services) Act, Chapter 298 of the Laws of Belize, Revised Edition 2011. Nothing in this Article shall be construed to deprive any employee or group of employees from presenting individually to Management any request or complaint as long as they are not inconsistent with the terms of this Agreement.

ARTICLE 20 - SUPPLY OF INFORMATION TO THE UNION

- 20.1. The Company shall supply to the Union appropriate information, as requested in writing by the Union, in connection with Company/Union business. Information so supplied shall be treated as strictly confidential.
- 20.2. The Company agrees to give access to the Union's Executive from time to time a list of all employees belonging to the Union showing name, work, location, job title, and seniority, providing this request is in writing to the General Manager - Human Resources.

ARTICLE 21 - SAFETY, SANITATION, HEALTH & RECREATION

- 21.1. The Company and the Union shall co-operate to improve and maintain adequate safety precautions and procedures for the good health and safety of all employees in accordance with the Company's Safety Policy.
- 21.2. The Company and the employees will retain a safety committee, to be called the Workplace Safety and Health Committee ("WSHC"), consisting of equal representation of both Management and Union employees, to highlight any potential and identified safety concern.
- 21.3. The Company in conjunction with the WSHC shall be responsible for planning and directing Company operations in a manner, which provides a safe and healthy working environment.

- 21.4. The Company shall provide adequate safety and sanitation facilities for employees as well as personal protective equipment, and other proper working tools for appropriate field employees. Safety gears should be replenished as deemed necessary.
- 21.5. The Company undertakes to train selected employees in First Aid. Medical Kits at all departments should be kept fully equipped and shall be periodically checked.
- 21.6. The Company will use its best endeavors to provide sports and recreational facilities for its employees, and the Union accepts that such facilities as may be provided should be properly utilized.
- 21.7. In respect to Company sponsored sports, the Union recognizes that it is not always possible for the Company to release players from work where this would impair operations.
- 21.8. These privileges may be withdrawn if employees show lack of consideration and cooperation.
- 21.9. Employees shall share in the responsibility of working in a safe manner.
- 21.10. The Company shall provide, at no cost to the employee, appropriate personal protective equipment, tools and clothing where necessary to perform work duties safely and efficiently.
- 21.11. An employee shall have the right to refuse to work at a job which he/she reasonably and in good faith believes is likely to cause serious physical harm or death to him/herself and others.
- 21.12. Proper ventilation, lighting, fire escapes, safety signs and equipment shall be provided where deemed necessary and shall be maintained and kept in good order.
- 21.13. In case of injury to an employee arising out of and in the course of employment, the Company shall where immediate attention is required, pay all reasonable costs of such medical attention, irrespective of who is to bear the cost among the Social Security Board, private insurance provider, the Company or whomever is deemed to be ultimately liable for the accident. The costs of any medical attention provided to an employee injured on the job shall be reimbursed to the Company from any monies received by the Employee from the Belize Social Security Board, any insurance policy, and/or any person or body who pays compensation to the Employee as a result of the injury.

ARTICLE 22 - INTERPRETATION OF THE AGREEMENT

- 22.1. Any difference as to the interpretation of any Articles of this Agreement shall be referred for an opinion to the Labour Commissioner or any other person agreed on by both Parties.

ARTICLE 23 - DURATION, TERMINATION, AND RENEWAL

- 23.1. This Agreement shall come into effect from the 4th day of May 2021 and shall continue in force until the 31st day of March, 2024. Provided that in any event either Party wishing to renew this Agreement, shall give three (3) months' notice in writing to the other Party.
- 23.2. Upon receipt of notice of renewal by the Company or Union, a meeting shall be arranged within the period of three (3) months' notice specified in Article 23.1 above for the purpose of discussing the renewal.
- 23.3. If no written notice is received prior to expiry in any year, it shall be assumed by both Parties that the existing Agreement shall continue in force for an additional year. It is mutually agreed that the provisions of this Agreement will remain in force until a new Agreement is signed.

ARTICLE 24 - FAILURE TO REACH AGREEMENT

- 24.1. Should all efforts to reach an agreement under the preceding clause fail, the procedure for Settlement of Disputes (Essential Services) Act 298 of the Laws of Belize shall apply.

ARTICLE 25 - JOINT COMMITTEE

- 25.1. A joint committee between Management and the Union will be appointed. This joint committee shall meet at least once per quarter per year. The committee shall consist of six (6) members, three (3) appointed by the Company and three (3) appointed by the Union, all of whom shall be employees of the Company. The purpose of this committee is to periodically review areas for improvement and make recommendations to Management.

ARTICLE 26 - APPLICATION OF THE AGREEMENT

- 26.1. The Terms and Conditions of this Agreement shall apply solely to permanent employees of the Company.

**SIGNED FOR AND ON BEHALF OF:
BELIZE COMMUNICATIONS WORKERS
UNION**

Mark Gladden
President

Mark Bowman
General Secretary

**SIGNED FOR AND ON BEHALF OF:
BELIZE TELEMEDIA LIMITED**

Markhelm Lizarraga
Chairman of the Board of Directors

Ivan Tesucum
Chief Executive Officer

In the Presence of:

Emerson Castillo
Trustees - BCWU

In the Presence of:

Jolene Avila
General Manager, Human Resources

Approved By:

Anne Marie Thompson
Labour Commissioner

SCHEDULE 1
ANNUAL VACATION LEAVE

Subject to the conditions contained in Article 8, employees shall be entitled to Annual Vacation leave as follows:

- 1.1. Senior Staff who are defined as employees on Grade 13 to 15, are entitled to twenty-one (21) working days or thirty (30) calendar days each year.
- 1.2. Junior Staff who are defined as employees Grade 8 to 12 are entitled to sixteen (16) working days or twenty-two (22) calendar days each year.
- 1.3. Any Maternity, Paternity, Union, Compassionate and Special Leave approved by the Company will not deducted from the Employee's Vacation Leave.

SCHEDULE 2 ALLOWANCES

1. MEAL

- 1.1. \$20.00 for San Pedro, Caye Caulker, Placencia, Independence and Corozal Free Zone.
- 1.2. \$15.00 for all other places.

2. SUBSISTENCE

- 2.1. \$60.00 per meal period per Diem for San Pedro, Caye Caulker, Placencia, Independence and Corozal Free Zone.
- 2.2. \$45.00 per meal period per Diem for all other places.

3. LODGING

- 3.1. \$100.00 per night for all locations with exception of San Pedro, Caye Caulker, Placencia, Independence, and Corozal Free Zone, this amount can increase when valid receipt(s) is presented.
- 3.2. \$120.00 per night for San Pedro, Caye Caulker, Placencia, Independence, and Corozal Free Zone, this amount can increase when valid receipt(s) is presented.

4. CALL OUT

- 4.1. \$50.00 per call plus 1 hour overtime.

5. ACTING

- 5.1. Acting allowance will be paid as follows:

Acting in a staff post	\$500.00 monthly
Acting in a managerial post	\$700.00 monthly

6. RESPONSIBILITY

An employee, who is required to assume some of the functions/duties of a higher post or perform additional duties on the same grade for not less than five (5) working days will be paid as follows:

Same Grade:	\$300.00 monthly
Higher Grade:	\$400.00 monthly

7. TRANSPORT

Allowance	\$175.00 per month
Mileage	\$1.60 per mile

Maintenance	\$850.00 per year
BICYCLE	\$40.00 per month
MOTORCYCLE	\$75.00

8. **TRANSFER/RE-TRANSFER**

Married Officer:	\$250.00 per month or One-time payment of up to \$6,000
Single Officer:	\$200.00 per month or One-time payment of up to \$4,800

9. **STANDBY**

9.1. One (1) hour overtime

9.2. \$150.00 per week inclusive of transportation

10. **TELECOM SERVICES BENEFITS**

10.1. Senior Staff (Grades 13 to 15) - A maximum of \$350.00 discount off internet, data and telephone discount per month plus free installation for one PSTN line.

10.2. Junior Staff (Grades 8 to 12) - A maximum of \$320.00 discount off internet, data and telephone usage per month plus free installation for one PSTN Line.

11. **MERCHANDISE SALES**

Option to purchase one (1) cell phone per annum at cost price for all staff Grades 8 - 15.

**SCHEDULE 3
PAY GRADES**

Non – Technical		Base Salary Structure		
Grade	Evaluation Range	Min	Mid	Max
15	314 - 370	\$41,157.50	\$51,446.25	\$61,735.00
14	269 - 313	\$34,221.25	\$43,593.75	\$53,185.00
13	228 - 268	\$29,248.75	\$37,260.00	\$45,456.25
12	192 - 227	\$25,001.25	\$31,848.75	\$38,855.00
11	161 - 191	\$21,371.25	\$27,225.00	\$33,215.00
10	135 - 160	\$18,422.50	\$23,467.50	\$28,630.00
9	114 - 134	\$15,878.75	\$20,227.50	\$24,667.50
8	98 - 113	\$13,688.75	\$17,437.50	\$20,925.00

Technical		Base Salary Structure		
Grade	Evaluation Range	Min	Mid	Max
15	314 - 370	\$44,510.00	\$56,700.00	\$69,173.75
14	269 - 313	\$38,371.25	\$48,881.25	\$59,635.00
13	228 - 268	\$33,081.25	\$42,142.50	\$51,413.75
12	192 - 227	\$28,516.25	\$36,326.25	\$44,318.75
11	161 - 191	\$24,586.25	\$31,320.00	\$38,211.25
10	135 - 160	\$21,195.00	\$27,000.00	\$32,941.25

SCHEDULE 4
ANNUAL PASSAGE GRANT (APG)

1. For staff with less than three (3) years of service, the annual payout will be equivalent to $\frac{1}{2}$ month basic salary. Staff must have worked one (1) full year to qualify for this grant in full. Otherwise, the grant will be prorated to reflect that portion of the year worked with the exception of permanent staff members serving probationary periods due to transfers or promotions, all other members of staff on probation are not entitled to an APG of half month's salary.
2. For staff with three (3) or more years of service, the payout will be the aggregate of $\frac{1}{5}$ (\$2,800.00 + one week salary) + $\frac{1}{2}$ month's salary.
3. Any amount from this aggregate in excess of one month's salary can be carried over to the APG for the subsequent year or the staff can elect to receive the entire amount, including the amount in excess of one month that is subject to tax.
4. The twelve-month period for APG shall run from December to November of the following year.

SCHEDULE 5
RESIGNATION/TERMINATION NOTICE

Notice of resignation/termination shall be of the following duration:

1. for more than two (2) weeks but not more than six (6) months - One (1) week.
2. for more than six (6) months but not more than two (2) years - Two (2) weeks.
3. for more than two (2) years but not more than five (5) years - Four (4) weeks.
4. more than five (5) years - Eight (8) weeks

SCHEDULE 6
PERFORMANCE APPRAISAL MANAGEMENT SYSTEM (PAMS)

The Performance Salary Increase set out *Annex 2* shall include the Company's overall achievements in the PAMS percentage structure in *Annex 1* for the Fiscal Year.

ANNEX 1:

<u>PAMS Percentage Structure</u>	
<u>Corporate</u>	15%
<u>PAMS</u>	35%
<u>Goals & Objectives</u>	50%

ANNEX 2:

Rating	Points Scale	Performance Salary Increase	
Developing	0 - 62	0%	
Good	63 - 75	2.25%	
	76 - 89	3.25%	
Outstanding	90 - 100	5.0%	Plus 3% Lump Sum Performance Bonus
Exceeding	100>	6.0%	Plus 4% Lump Sum Performance Bonus

SCHEDULE 7 DISCIPLINARY GUIDELINES

PREAMBLE

The purpose of these guidelines is to address actions and behaviors that require disciplinary attention. It is designed to encourage and maintain satisfactory standards of conduct for all employees. These are only to be used when interventions have failed to produce the required improvement or when a matter requires immediate action.

These Guidelines are not exhaustive and do not limit the rights and obligations of the Company to discipline Employees. They do not constitute a pattern or practice of the Company nor do they preclude the Company from taking disciplinary action as outlined in Section 44 of the Labour Act of Belize.

Disciplinary action will be as follows:

Severity of Offence	1 st HR Intervention	2 nd HR Intervention	3 rd HR Intervention
Minor	Coaching	Written Warning	2-days suspension on half pay
Intermediate	Coaching + Written Warning	2-days suspension	5-days suspension on half pay.
Severe	5-10 days suspension	Termination or Dismissal	
	Disciplinary Action includes suspension, termination or dismissal		

For the purpose of this Agreement, Minor, Intermediate and Severe misconduct shall include, but not be limited to, the following activities:

Minor (habitual/trending occurrences)

1. Reporting late for work
2. Leaving work early without permission
3. Unapproved time away from your work station for extended periods
4. Carelessness resulting in minor damage of tools and equipment

Intermediate

1. Use of unprofessional language and behavior to a customer, another employee or superior
2. Sleeping on the job
3. Misuse of company supplies and material
4. Failure to comply with fire, health and / or safety and environmental regulations
5. Negligence/failure to wear protective clothing or equipment where supplied or when necessary
6. Failure to observe security regulations
7. Smoking or inducing fire in a “non-smoking” or flammable gas area
8. Giving intentionally false statements in investigations or reports

Severe

1. Willful damage to company property.
2. Harassment, verbal or physical threats of violence and/or physical fighting with any person on Company property and/or whilst on duty Fighting on the job/company function
3. False Claims, theft, extortion, misappropriation
4. Intentional damage or interruption to company service and/or equipment
5. Breach of confidentiality with company or customer information
6. Harmful use of dangerous weapons in the workplace
7. Threatening Violence
8. Reckless driving including speeding (as per Vehicle Policy)
9. Influence of illegal substances, drugs or alcohol whilst on duty
10. Repeated disobedience of lawful and/or reasonable directive from his/her superior