

FIU STAFF REGULATIONS

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INTRODUCTION

Consequent to the coming into force of the Financial Intelligence Unit Act ("the Act") and the establishment of the Financial Intelligence Unit ("the FIU") the Management Team of the FIU deems it necessary to establish certain staff regulations. This manual applies to all FIU employees with the exception of the Director and shall embody the terms and regulations, Code of Conduct and other matters relative to all employees of the FIU and shall be known as the FIU Staff Regulations ("the Regulations"). The Regulations shall be made available to all present employees and new employees upon appointment. These are important matters and employees should familiarize themselves with the contents of the Regulations. This will enable employees to understand their condition of service generally and appreciate their rights as well as obligations.

Nothing in these regulations shall be construed to override the employee's contract of employment and where a conflict arises the terms of the contract of employment shall govern the issue in question. It is the intent of the FIU to ensure that the Regulations be deemed in accordance with the Employment Act, 2001, Industrial Relations Act, the Health and Safety at Work Act and the National Insurance Act, when applicable. Where there is any conflict between these regulations and any Statute Law of the Bahamas, the provisions of the law shall override any provision under these regulations.

This manual is intended to be a dynamic tool for implementing office policies and procedure. Therefore, it may become necessary for the development of new policies and revision of existing procedures. With this goal in mind the Management Team of the FIU reserves the right to amend these regulations at any time. Employees will be notified of any amendments to these regulations by the Human Resources Manager. The power to interpret the Regulations vests in the FIU Management Team whose determination in such regard shall be final. The FIU is empowered to issue such instructions as may be necessary to give effect to the carrying out of the provisions of the Regulations, or otherwise to effect the proper management of its employees.

These regulations should be consulted first in respect of all questions regarding personal matters and policies and procedures to the proper functioning of the FIU. If the answer cannot be found herein then the Human Resources Manager should be consulted.

These regulations are confidential and are the exclusive property of the FIU.

1.0 DEFINITIONS

- a. "Act" means the Financial Intelligence Unit Act, Chapter 367 Statute Law of The Bahamas.
- b. "Absent Without Authorization" shall mean that an employee does not report for work, does not call in and, upon his return to work, does not give an acceptable reason or documented evidence to a member of the Management Team for being absent from work.
- c. "Appointment Date" means the effective date on which a person commences employment and becomes eligible to receive a salary. The period of service of an employee also begins from this date.
- d. "Contract Employee" means a person employed at the FIU by formal agreements for a specified period of time whether or not such employment is renewable on the expiration of such fixed period of time.
- e. "Department" means a section or area under the supervision of a Management Team member.
- f. "Department Head" is a member of the Management Team with the responsibility for a Department or area within the FIU.
- g. "Deputy Director" means Deputy Director of the Financial Intelligence Unit.
- h. "Demotion" shall occur when an employee's job classification and salary scale changes, and result in the position having a lesser degree of responsibility and a lower salary range.
- i. "Director" means a person appointed in writing by the Minister of Finance who shall be the Chief Executive Officer of the FIU in accordance with Section 3 of the Financial Intelligence Unit Act Chapter 367 Statute Law of The Bahamas.
- j. "Employee" refers to a person either permanent, contracted, seconded, attached, part-time employees and under whichever conditions or service, is employed by the FIU.
- k. "Financial Intelligence Unit ("FIU")" means the body having perpetual succession and a common seal with power to enter into contracts and to do all such things necessary for the purpose of its functions, as established by section 3 of the Financial Intelligence Unit Act Chapter 367 Statute Law of The Bahamas.
- l. "Legal Counsel" means a person appointed in writing by the Minister pursuant to Section 3 of the Financial Intelligence Unit Act, Chapter 367 Statute Law of The Bahamas.
- m. "Management Team" mean persons comprising of the Director, Deputy Director, Legal Counsel, Accountant, Head of Analysis, Human Resources Manager and IT Manager and any other manager so determined by the Director, who are responsible for the management of the FIU.
- n. "Minister" means the Minister responsible for the administration of the Financial Intelligence Unit Act, Chapter 367 Statute Law of The Bahamas.
- o. "Part-Time Employee" means a person who is employed with the FIU, but does not qualify for all of the benefits or status as a permanent employee.
- p. "Permanent Employee" means a person who has satisfied the probationary period and has been offered and accepted an appointment as an employee of the FIU.

- q. "Promotion" means conferment of a position upon an employee to which the said position attracts a higher salary scale.
- r. "Police Officer" means such person appointed to the FIU by the Commissioner of Police on the recommendation of the Director pursuant to Section 3 of the Financial Intelligence Unit Act, Chapter 367 Statute Law of The Bahamas.
- s. "Public Holidays" shall mean any day so declared a public holiday by the Government of the Commonwealth of The Bahamas under the provision of the Public Holiday Act, Chapter 36 Statute Law of The Bahamas.
- t. "Transfer" means the mobility of an employee from one Government or Quasi Government institution to another in an unchanged level of hierarchy for the purpose of employment as legally allowed under the relevant laws.
- u. "Work Day" means between the hours of 9:00 a. m. – 5:00 p. m.
- v. "Work Week" means five (5) working days, Monday through Friday.
- w. "He/His/Him", whenever used shall include both genders, where applicable.
- x. "Overtime" means hours worked in excess of the standard work day of 8.0 hours as approved by the Director.
- y. "Public Accountant" means a person appointed by the Minister in writing pursuant to Section 3 of the Financial Intelligence Unit Act Chapter 367 Statute Law of The Bahamas to fulfill the functions of an Accountant.
- z. "Grievance" is defined as any difference between the FIU and any employee concerning the employee's terms and conditions of employment, interpretation, application or alleged breach of any part of these Regulations.
- aa. "Secondment" means the detachment of an employee from one Government or Quasi Government institution to another for the purpose of temporary employment as legally allowed under the relevant laws.
- ~~bb. "Sick Leave" means leave granted to an employee pursuant to Section 29.0 of the Regulations.~~
- cc. "Special Leave" means leave granted to an employee pursuant to **Section 30.0** of these Regulations.
- dd. "Suspension" shall mean the disciplinary action taken by the FIU against an employee which temporarily relieves the employee of duties and place the employee on leave with full pay, half pay or without pay.
- ee. "Redundancy" shall mean the termination of service of an employee when the FIU determines it necessary to eliminate a position due to lack of work, lack of funds, organizational change or for other reasons not related to the employee fault or misconduct as determined by these Regulations.
- ff. "Temporary Employee" means a person who is engaged for specific project or for a limited period, with a definite understanding that the employment is to cease upon completion of the project or the expiration of a stated period.

- gg. "Vacation Leave" means leave granted to an employee pursuant to **Section 24.0** of these Regulations.
- hh. "Vetted" means the process by which a person who has submitted their application to the FIU for employment and is considered a potential employee after being investigated by the relevant law enforcement authorities.

GENERAL

2.0 RIGHTS OF THE FINANCIAL INTELLIGENCE UNIT

- a. It is the right of the FIU to manage its business in an efficient manner, and to exercise all the powers, rights, authorities and prerogatives given to it by the Act, provided, that the FIU in the exercise of such, powers, rights, authorities and prerogatives does not violate the rights of the employee. The rights of the FIU include but are not limited to:
- i. Directing the work activities of employees covered by the Regulations.
 - ii. Hiring, promoting, transferring, assigning, evaluating, retaining, suspending, demoting, discharging or taking other disciplinary action against employees for proper cause or for otherwise maintaining discipline.
 - iii. Separating employees because of lack of work.
 - iv. Assigning duties and responsibilities to employees.
 - v. Controlling and regulating use of equipment and property.
 - vi. Determining the composition of its workforce and implementing procedures, assignments and personnel by which the FIU's operations are to be conducted.
 - vii. Initiating, preparing, approving and administering the FIU's budget.
 - viii. Maintaining the efficiency of the FIU's operations.
 - ix. Determining and administering policies, except that no policy, regulation or procedure shall be formulated or modified in a manner contrary to the provisions of the Regulations.
- b. All new employees will be required to sign an Affirmation and a Declaration of Secrecy statement provided at **Annexes A and B** of the Regulations.
- c. The FIU shall ensure that each employee is provided with a copy of his current job description on appointment secondment or transfer into the FIU and/or promotion.

3.0 EQUALITY OF RIGHTS

- a. The FIU shall pay the same salaries to both male and female employees in accordance with job classifications.
- b. The FIU shall extend the same job opportunities to both male and female employees and shall expect both to accept the same level of responsibilities.
- c. Employees shall enjoy the same rights and privileges pursuant to the Regulations regardless of race, gender, colour, ethnic or national origin, religion or political affiliation and/or marital status.

4.0 HARASSMENT AND DISCRIMINATION

- a. The FIU acknowledges that all employees have a right to a workplace free from all forms of discrimination and harassment, including sexual harassment.
- b. Any form of harassment in the workplace is unacceptable. Sexual harassment is unlawful and is considered a major breach of the employee's contract of employment which shall result in the taking of disciplinary action.
- c. The FIU shall provide prompt and effective response to reports of sexual harassment and shall undertake interim measures where appropriate. Such interim measures shall be proportional to the alleged offence and may include separating the employee from the offender or any other measure as outlined in the FIU's ***Harassment and Anti-Discriminatory Policy***.
- d. In investigating reports of sexual harassment, the FIU shall give consideration to the totality of circumstances, including the context in which the conduct occurred.
- e. Remedies offered to an employee harmed by sexual or other forms of harassment may include referral for counseling or other appropriate interventions.
- f. The FIU shall take measures to appropriately address any acts of retaliation against an employee who reports sexual harassment, assists someone with a report of sexual harassment or participate in an investigation or resolution of a sexual harassment report.
- g. Discrimination against an employee is pernicious and unlawful and cannot be permitted. Discrimination is also considered a major breach of the employee's contract of employment which shall result in the taking of disciplinary action.
- h. Employees should treat all their colleagues with courtesy and respect. Harassment, physical or verbal abuse shall be dealt with under the FIU's ***Harassment and Anti-Discriminatory Policy***. Employees should also refrain from behavior that evokes such actions or creates an atmosphere of hostility or intimidation.
- i. Employees must not practice any form of discrimination based on race, gender, age, physical disability, sexual preference, political opinions, or religious convictions.
- j. Complaints of discrimination, harassment or sexual harassment shall be governed and resolved in accordance with the FIU's ***Harassment and Anti-Discriminatory Policy*** document.

5.0 PERSONNEL RECORDS

- a. Employees shall be allowed to inspect, in the presence of a FIU representative, their personnel file, with the exception of pre-engagement material.
- b. Employees shall be notified of the placement of any negative material on their personal file and shall have the right to submit a rebuttal to any such material for inclusion in the file.
- c. Nothing in an employee's file may be used in evidence against him, unless it had previously been brought to the employee's attention, and duly acknowledged by him.

HOURS OF WORK AND OVERTIME

6.0 EMPLOYEES

- a. Employees are expected to work Monday to Friday, between the hours of 9:00 a.m. and 5:00 p.m. except on public holidays.
- b. There are a total of forty (40) hours of work in a standard week which shall include a meal break.
- c. All employees except Managers are required to sign the Attendance Register on arriving at the beginning of a work day and departing there from. This is inclusive of when the employee departs for a lunch break and returns from said break. The Attendance Register will be kept at the Receptionist Desk.

7.0 PUBLIC HOLIDAYS

- a. The FIU recognizes all Public Holidays as declared by the Government under the Public Holidays Act.
- b. Employees required to work on a public holiday will be compensated in accordance with *Section 12.0(g)*.

8.0 LUNCH BREAK

- a. Employees are entitled to a lunch break not exceeding sixty (60) minutes, to be taken between the hours of 12:00pm midday and 3:00pm. If a circumstance arises requiring the employee to take a lunch break before or after the prescribed time period, such should be communicated to and approved by the Department Head who will be responsible for communicating such to the Director.

9.0 FLEXIBLE WORK SCHEDULE

- a. Flexible work hours will be decided upon by the Director on a case by case basis pursuant to a valid request from an employee.
- b. An employee desiring flexible hours of work must submit an application in writing to the Department Head or immediate Supervisor. However, due to varied work requirements, employees may not all be accommodated in the same manner. Therefore, requests for flexible work hours will be evaluated by the Department Head in consultation with the Director and decisions communicated to the employee and an electronic record maintained by the Human Resources Manager.
- c. Flexible work hours will occur between the hours of 8:00 a.m. and 6:00 p.m. which represents the earliest and latest times an employee, may ordinarily work.

- d. The flexible time bands that represent the standard working hours, are as follows:
 - i. 8:00 a.m. to 4:00 p.m.
 - ii. 10:00 a.m. to 6:00 p.m.
- e. Employees on flexible time must continue to work an eight (8) hour day and must be present during core hours of work, i.e. 10:00 a.m. to 4:00 p.m. except when the employee is on a meal break.
- f. Flexible work hours will be in effect from the date of approval and may not be further varied unless a new application has been made and approved by the Director upon the recommendation of the Department Head.

10.0 ATTENDANCE AND PUNCTUALITY

- a. All employees are required to attend work regularly and to be punctual. Working less than the required number of hours, irregular attendance, habitual lateness and unauthorized absences shall form the basis for disciplinary action.
- b. In reference to attendance and punctuality employees are to take note of the following:-
 - i. Tardiness: An employee will be considered tardy if he/she is not at his/her workstation ready to work at the scheduled time. Not returning from a meal break at the required time will also count as being tardy.
 - ii. Excessive Tardiness: Four or more occurrences of tardiness in a rolling four-week period.
 - iii. Unscheduled Absence: An employee is considered to be on an unscheduled absence when he/she does not report to work without calling in to notify his/her department manager that he/she will be absent due to illness or some emergency or has no previous permission to be absent.
 - iv. Repeated Non-consecutive Unscheduled Absences: Four or more unscheduled absences in a rolling 12 month period.
- c. An employee who is absent without authorization or reasonable cause is considered to be on an unscheduled absence and will not be paid for that period of absenteeism. A period of absence that is unscheduled will not be deducted from any other leave eligibility.
- d. Repeated non-consecutive absences and excessive tardiness are considered to be minor breaches under these regulations and are subject to disciplinary actions as indicated under the Disciplinary Rules, Chapter 4.
- e. Absence from work for a period of five (5) or more consecutive days without authorization or reasonable cause shall result in automatic resignation as outlined in **Section 59.0**.

11.0 HALF DAY

- a. Where the need arises, it may become necessary for an employee to request a half day. A request for a half day must be made to the employee's Department Head and the same communicated to the Director by the Department Head.
- b. For purposes of attendance, half day shall be considered:
 - i. 9:00 a.m. to 1:00 p.m., for employees commencing work at 9:00 a.m.; or
 - ii. 1:00 p.m. to 5:00 p.m., for employees commencing work at 1:00 p.m.

12.0 OVERTIME

It may become necessary for the FIU, to request its employees to work beyond the normal working hours.

- a. All employees, except persons that are considered managers are eligible for overtime allowance.
- b. Overtime is defined as authorized time worked in excess of the scheduled working hours.
- c. For the purpose of overtime pay, any overtime worked must be at the requirement of the FIU and authorized by the Director.
- d. Where an employee has been assigned duties of the FIU which requires the employee to work outside the premises of FIU, which take him beyond his scheduled working hours, he shall inform his Department Head who shall make a determination regarding further extension of the work day.
- e. Overtime payment for Employees shall be calculated in accordance with the Employment Act.
- f. ~~Whenever operational conditions require employees to work in excess of the established~~ weekday working hours, they shall be compensated at a rate of one and one-half times (1.5x) their hourly basic rate of pay for hours worked up to 10:00pm, and twice (2x) their basic rate of pay for hours worked beyond 10:00pm to 6:00 a.m.
- g. Where employees are required to work on weekends, the statutory day off or a public holiday, they will be paid twice (2x) their basic rate of pay for all such hours worked.
- h. An employee must work in excess of ½ hour beyond the standard workday hours to be entitled to overtime payment.
- i. All claims for overtime should be submitted to the Department Head and subsequently approved by the Director. All payments for overtime will be included with monthly salary payments, in accordance with the payroll cut-off schedule established by the Accounts Department.
- j. When an employee is required by the FIU to work after 5:30 p.m., the FIU shall provide transport to the employee's home where transportation is otherwise not available.

RECRUITMENT, SELECTION & APPOINTMENT

13.0 GENERAL

- a. The FIU of The Bahamas is a statutory body. With the exception of those persons who are on transfer or secondment from the Public Service, employees of the FIU are not considered Public Servants, but are classified by the Ministry of Finance as Quasi-government employees.
- b. All appointments to the FIU shall be governed by s.3(2) Financial Intelligence Unit Act, and no employee can claim a right to be appointed to a particular post or promoted to a higher grade.
- c. The effective date of an appointment is the date on which a person commences employment and becomes eligible to receive a salary. The period of service of an employee also begins from this date. For prospective employees who are being recruited from outside The Bahamas, their dates of appointment and service commence on the date stated in the contract of service.
- d. The FIU will not necessarily exclude close relatives of employees from being hired, but will reserve the right to determine placement and transfer of persons who are related by blood. Further, individuals will be requested to make declaration of their relationship with an existing employee and concealment of information could result in dismissal.

14.0 VACANCY NOTICES & ENGAGEMENTS

- a. The FIU recognizes the importance of maintaining the highest level of operational efficiency. Permanent employees, who are qualified, shall be given full consideration in all matters pertaining to the engagement and promotion of employees.
- b. Notification of job vacancies will be on a case by case basis and is at the discretion of the Director whether or not the vacant position will be advertised in the local newspapers or potential candidates will be contacted from an existing list of qualified individuals who have submitted resumes to the FIU.
- c. The FIU shall determine the requirement for any job and the suitability of any employee or candidate to fill a particular post.
- d. Vacant positions may emerge within the FIU and the FIU shall make every effort to fill vacancies internally by promoting eligible and qualified employees, the FIU reserves the right to advertise a vacant position externally or internally.
- e. Recruitment is not required when, in the FIU's determination:
 - i. A position can be filled by lateral transfers of employee within the same department;

- ii. Employees are reassigned as a result of re-organization; or
 - iii. An employee whose current position is directly subordinate to the vacant position and such employee is the only employee to hold the subordinate title and meet the criteria for advancement shall advance to the vacant position.
- f. The FIU shall base selection decisions on the availability of positions and the readiness of the employee to perform in a greater capacity. Consideration will be given to the employee's qualifications, job knowledge, efficiency, ability, merit, experience and training. The criteria for promotion will be judged according to the standards established by the management team.
- g. Other general requirements for an appointment to the FIU are as follows:
- i. Production of three (3) testimonials, one (1) preferably from the last employer(s) or from an institution attended.
 - ii. A valid police certificate
 - iii. A medical certificate at the request of the FIU
 - iv. Vetting by relevant law enforcement agencies
 - v. An interview at the Director's discretion
- h. All employees are required to furnish the FIU with the name(s) of a person(s) who may be contacted in cases of emergency.
- i. An employee who refuses an appointment shall be superseded but shall remain eligible for consideration for future vacancies.

15.0 APPOINTMENTS

- a. Appointments may be made under the following categories:
- i. Probationary
 - ii. Temporary & Non-pensionable
 - iii. Permanent
 - iv. Contractual
 - v. Secondment
 - vi. Transfer

16.0 PROBATION

- a. All new employees shall serve a probationary period of not less than six (6) months and not more than twelve (12) months. In cases where the probationary period is extended, the FIU shall inform the employee in writing of the reason of the said extension.

- b. During the probationary period, the employee shall be introduced to tasks to test his suitability for the job.
- c. After a three (3) month period, the Department Head shall assess the employee's performance and provide feedback in writing to the employee. At the end of six (6) months, a formal assessment of the employee's work will be completed, and if it is determined that the employee is suitable for the position, the Department Head would make a recommendation for the employee's confirmation to the post.
- d. The FIU shall in writing notify the employee, not later than two (2) weeks after completion of any probationary period, whether or not he has been confirmed in his post.
- e. During, or at the conclusion of the probationary period, either the FIU or the employee may terminate employment without notice or any payment in lieu of notice. The FIU is not obligated to give reasons as to why the employee did not successfully complete his probation.
- f. During the probationary period, an employee is not entitled to any of the leave benefits set out in Chapter 6 of these Regulations. However, if an extraordinary need arises where a probationary employee requires leave, a request shall be made to the Director for approval.

17.0 TEMPORARY EMPLOYEES

- a. A temporary employee is a person engaged for a specific project or for a limited period, with a definite understanding that his employment is to cease upon completion of the project or the expiration of the stated period. With the exception of persons who are hired for specific projects, which may exceed one (1) year in duration, no employee shall continue to be classified as temporary for a period in excess of one (1) year.
- b. An employee who is being engaged in a permanent position from one (1) year as a temporary employee and who is being assigned to similar work, would not be required to serve a probationary period, provided his performance was satisfactory over the temporary period.
- c. Where a temporary employee becomes permanent after a continuous period, years of service with the FIU will be retroactive to the first day of temporary employment, provided the employee was engaged as a temporary employee in a permanent position.
- d. Provisions relating to ***Vacancy Notices, Engagements and Promotions*** do not apply to temporary employees.

18.0 CONTRACTUAL APPOINTMENTS

- a. Contractual appointments are made by formal agreements for a specified period and further employment would require an extension or a new contract. Employees on contract are not eligible for participation in the FIU's retirement plan.

- b. The terms and conditions of service of contracted employees are outlined in the contract of employment.

19.0 RE-EMPLOYMENT

- a. No person who has been dismissed or who has voluntarily resigned from the FIU shall be re-employed without the approval of the Minister where applicable or Director. Reasons for the dismissal or resignation will be taken into consideration before a decision is made. Re-employment may be subject to the following conditions:
 - i. That such person serves a probationary period of six months;
 - ii. That no previous period of employment count towards retirement benefits; and
 - iii. Subject to a vacancy.

20.0 PERFORMANCE REVIEWS

- a. The FIU considers the proper evaluation of the performance of employees as an indispensable aspect of the management process, and vital to the development of individual employees to their full potential, thereby enabling them to perform their jobs efficiently.
- b. Performance reviews shall be conducted in accordance with the Performance Review provisions.
- c. Employees shall be subject to periodic performance reviews, based upon criteria related to their job performance, skills and professional development. Employees shall be reviewed at least twice yearly beginning on the permanent employee's anniversary of employment and a brief review six (6) months thereafter.
- d. Each Department Head, in consultation with relevant managers, shall make bi-annual assessments of the performance, conduct and the potential for career development of the employee under his supervision and shall discuss the outcome with the employee and make specific suggestions for improvement, where appropriate, in any aspect that is unsatisfactory.
- e. The employee will sign a review form to indicate that the evaluation was either discussed and agreed or discussed and not agreed. A copy of the performance review shall be retained and in the employee's file.
- f. FIU retains the right to amend the review forms and procedures. The Director shall give employees no less than thirty (30) days notice of modification and changes in the review procedures.
- g. Should an employee not agree with any aspect of the performance evaluation, the employee has the right to make an appeal to have the evaluation reviewed according to the following procedure, namely,

- i. The employee shall meet with the Department Head to discuss his dissatisfaction with the overall performance evaluation with a view of resolving the issue. The outcome of the meeting shall be attached to the employee's file.
- ii. If the employee is still dissatisfied with the outcome of the meeting the matter shall be raised to be discussed with the Management Team.
- iii. The Management Team will determine the process by which the matter shall be resolved which shall include the employee having the opportunity to submit his case either orally or in writing to the Management Team.
- iv. The decision of the Management Team shall be communicated to the employee no later than two (2) weeks after it was submitted to the Management Team and the decision of the Management Team is deemed final.
- v. The decision of the Management Team shall be attached to the employee's file.

21.0 JOB EVALUATION

- a. The FIU shall ensure the existence of current job descriptions for all positions in the organization. Whenever a new job is created or the scope or nature of any existing job changes, the job description shall be developed/adjusted and promptly discussed with the employee who is affected by the change. It is essential that the employee understands and agrees with the terms of the new job description before any change is made.

DISCIPLINARY RULES

22.0 DISCIPLINE

- a. Without discipline, the FIU cannot effectively perform its mandate for which it has been established. Each case must be weighed on its own merits; but the decision of the FIU must always be reasonable, lawful and just.
- b. Breaches of discipline are classified as either major or minor.
- c. The FIU may suspend with pay, with half pay or without pay and may summarily dismiss from its service any employee who shall commit a major breach of discipline.
- d. Any employee Terminated for Cause under **Section 60.0 of Chapter 9** of these Regulations shall not be entitled to pay in lieu of notice. The FIU shall have the right to "set off" any loss against the employee's entitlements only up to the amount of such entitlements.
- e. When an employee is warned in writing, suspended, demoted or dismissed, a notice of such warning, suspension, demotion or dismissal shall be given in writing to the employee.
- f. The penalties that may be imposed for infractions of the FIU rules, policies and procedures or accepted standard of performance may be imposed in the following order:
 - i. Oral reprimand;
 - ii. Written reprimand;
 - iii. Suspension with pay;
 - iv. Suspension with half pay;
 - v. Suspension without pay – not to exceed seven (7) days;
 - vi. Dismissal.

MAJOR BREACHES

- g. Examples of such major breaches include but are not limited to:-
 - i. Theft, intentional destruction or unauthorized use of property belonging to the FIU or another employee.
 - ii. Incompetence.
 - iii. Unauthorized consumption or selling of alcoholic beverages during the prescribed working hours and while on the premises of the FIU. Additionally, incapacity due to drunkenness or being under the influence of any illicit drug or hallucinogenic will be considered a major breach under these Regulations.
 - iv. Fighting or acts of physical violence on the job.
 - v. Falsifying testimony when accidents are being investigated; giving false information or withholding pertinent information in making an application for employment.

- vi. Making false claims or misrepresentations in an attempt to obtain sick leave, accident benefits or National Insurance benefits.
- vii. Negligence or carelessness in the performance of duty resulting in major damage to the FIU or an employee's property.
- viii. Possession of illegal firearms, explosives or weapons on the FIU's property at any time.
- ix. Misuse or removal of information such as blueprints, lists, FIU's records or confidential information of any nature or revealing such information without prior written authority from the FIU.
- x. Breach of confidentiality or conflict of interest.
- xi. Undertaking employment which is incompatible with the FIU's duties, as set out in **Section 42.0**.
- xii. Receiving special consideration and preferential treatment for self or family from other financial institutions, as set out in **Section 43.0**.
- xiii. Acceptance of gifts or favours exceeding a nominal value, as set out in **Section 44.0**.
- xiv. Holding political office or formally and publicly promoting a political party, as set out in **Section 45.0**.
- xv. Contributing unauthorized information to the press or otherwise assisting in the publication of any unauthorized material regarding the FIU and its operations, as set out in **Section 46.0**.
- xvi. Misuse of the Financial Intelligence Unit's information for personal gain, as set out in **Section 47.0**.
- xvii. Unauthorized entry into computer records.
- xviii. Falsification of personnel and/or any other official records.
- xix. Use and/or conviction for possession of narcotics and/or other dangerous drugs as defined in the Dangerous Drug Act.
- xx. Threatening, intimidating, coercing or harassing other employees or managers at any time.
- xxi. Criminal conviction.
- xxii. Harassment and discrimination, as set out in **Section 4.0** and the Financial Intelligence Unit's **Harassment and Anti-Discriminatory Policy**.

h. This list is not intended to be exhaustive and occasions may arise where an employee, who is off duty and not on the FIU's property, may commit a circumstance of grave misconduct that reflects unfavorably on the FIU. In such appropriate cases, the FIU reserves the right in its absolute discretion to discipline the employee in line with the provisions of this Chapter.

MINOR BREACHES

i. Examples of minor breaches of discipline include but is not limited to:

- i. Excessive absences without authorization or reasonable cause.
 - ii. Excessive tardiness.
 - iii. Sleeping on the job.
 - iv. Failure to commence work at the beginning of a work day and/or leaving prior to the end of the work day without permission.
 - v. Causing disruption on the job.
 - vi. Canvassing of employees during working hours without permission.
 - vii. Unauthorized use of the FIU's property for private work or performing private work during regular work hours.
 - viii. Making or publishing false or malicious statements concerning any employee, manager, the FIU and/or its operations.
 - ix. Refusal to perform work assigned or failure to comply with written or oral instructions which the employee may be reasonably expected to perform according to his job duties or responsibilities.
 - x. Unethical or unprofessional behavior with regard to customers and employees (including acts of discourtesy and outright rudeness or use of profane language).
 - xi. Failure to report any on the job accident in which the employee was involved.
 - xii. Minor damage to the FIU property through carelessness.
- j. Where, in the judgment of the FIU, an employee has committed a minor breach of discipline, the following procedure shall be followed:
- i. On the first occurrence of any minor breach, an oral warning, confirmed in writing, shall be given to the employee, a copy retained by the Department Head and a written notice placed on the employee's personnel file.
 - ii. On the second occurrence of any minor breach, a written warning shall be given to the employee, a copy retained by the Department Head and a copy placed on the employee's file.
 - iii. On the third occurrence of any minor breach, another written warning shall be given to the employee, a copy retained by the Department Head and a copy placed on the employee's file.
 - iv. On the fourth occasion of any minor breach, the employee shall be suspended immediately which shall be confirmed in writing to the employee with a copy placed on the employee's file. The suspension period and type shall be at the Director's discretion and shall not exceed seven (7) working days.
 - v. Five or more minor breaches shall be treated as a major breach and shall be addressed in accordance with provisions of this Section.

- k. The employee shall acknowledge receipt of all written warnings and disciplinary notices by signing a copy of the said documents.
- l. In any case of a minor breach of discipline, the FIU shall not take into account any adverse reports dating back more than twelve (12) months if, during the time, the employee has been of good conduct. In determining an employee's overall suitability for continued employment, the FIU shall, nevertheless, be entitled to take into consideration his overall disciplinary and performance record, provided that the time that has elapsed will result in less weight being attached to the prior breach of discipline.
- m. Where, in the judgment of the FIU, a major breach or five (5) minor breaches of discipline warranting dismissal have been committed by an employee, the FIU may first suspend the employee from duty with full pay, half pay or without pay pending further investigation for a period of up to seven (7) working days and shall confirm this suspension in writing to the employee provided always that the breach does not warrant immediate dismissal. If at the end of the seven (7) working days the investigation is not completed, the suspension may be extended for up to five (5) working days.
- n. After the investigation has been completed the employee will be notified in writing of the findings of the investigation and where the findings are not favorable to the employee, the employee shall be given the opportunity to be heard on the allegations and the findings from the investigation before a final decision is made.
- o. Thereafter, the FIU may:
 - i. Suspend the employee for a further period not exceeding fifteen (15) working days with full pay, half pay or without pay.
 - ii. Dismiss the employee if the circumstances justify such action; or
 - iii. Return the employee to his duties and compensate the employee for time loss as a result of the suspension. Grievances concerning suspension or dismissal of an employee shall be governed by the terms of the Grievance Procedure.
- p. If upon settlement of the grievance it is found that an employee has been unjustly or wrongfully suspended or dismissed, the FIU shall reinstate and compensate the employee for time lost as a result of such suspension or dismissal and all correspondence relating to the incident shall be removed from the employee's file.
- q. Where an action is taken against an employee under **Section G (iii), Chapter 4**, the employee shall have the right to an immediate appeal. In this event, he may appear before the Director in the presence of another employee or undergo a medical examination to determine whether or not his incapacity is due to drunkenness or as a result of being under the influence of an illicit drug or hallucinogenic. In cases where dismissal is being considered, a medical report shall be obtained before a decision is taken.

GRIEVANCE PROCEDURE

- a. Employees have the right to seek redress for grievances relating to their employment. It is the aim of the procedure to provide a means by which employees can raise grievances and have them settled fairly and promptly.
- b. Grievances and complaints must be registered as soon as possible but in any event not later than thirty (30) working days after the occurrence of the event or conditions giving rise to the allegation.
- c. Failure to file any grievance within such period shall be deemed a waiver thereof. Failure to appeal a grievance from one stage to another within the time period hereafter provided shall constitute a waiver of the grievance.
- d. An effort shall first be made to settle a grievance informally between the employee and the Department Head. Failing a satisfactory solution, grievances shall be dealt with as follows.

Stage I

- e. The Department Head shall be given up to three (3) working days in which to give an oral reply to the complaint which is to be formalized in writing and signed by both parties.

Stage II

- f. If a satisfactory solution is not arrived at in Stage I, a meeting between the Department Head, Human Resources Manager and the employee shall be scheduled no later than seven (7) working days of the conclusion of the first meeting. The aggrieved person is required to submit a ~~written statement describing:~~
 - i. The specific details of the allegations made or complaint ,
 - ii. A detailed description of the grounds of the grievance, including names, dates, places, and times relevant to the incident.
- g. The decision taken at this meeting shall be confirmed in writing to the employee no later than five (5) working days after the hearing.
- h. If the matter is still not satisfactorily resolved, it shall be referred to a Grievance Committee which shall be convened for the purpose of investigating and adjudicating the grievance. The Committee's decision shall be based on its determination of the relevant facts and a reasonable interpretation of the FIU policies and procedures as they impact directly or indirectly on the situation under dispute. The decision of the committee shall be communicated in writing to the Director.

Stage III

- i. If the matter is not satisfactorily resolved, it shall be referred to the Director or his appointee who shall make a determination in the matter and notify the employee of the same within five (5) working days of the Director's receipt of the complaint.

Stage IV

- j. If at this stage the matter is still not resolved, the staff may take such steps as are available under the provisions of the Industrial Relations Act, Ch. 296 and or any subsequent legislation.

LEAVE AND ABSENCES

23.0 GENERAL LEAVE

- a. The following kinds of leave may be granted to an employee:
- i. Vacation Leave
 - ii. Casual Leave
 - iii. Family Leave
 - iv. Maternity Leave
 - v. Paternity Leave
 - vi. Sick Leave
 - vii. Special Leave
 - viii. Personal Days
 - ix. Study Leave
 - x. Extraordinary Leave
 - xi. Jury & Court Duty Leave
 - xii. Voting Leave
- b. In reference to an employee who is considered to be a member of the Management Team, the FIU reserves the right to refuse or to revoke such leave should the exigencies of the service so require. The FIU may also at its discretion recall any member of the Management Team already on leave should this be reasonably considered necessary. When a member of the Management Team has submitted a leave request which was approved in writing but subsequently cancelled by the FIU in writing and such an employee suffers monetary loss as a result of having previously made non-refundable travel arrangements, the FIU will reimburse the loss. The FIU shall require the necessary documentation providing confirmation of the previous travel arrangements having been made and proof that any funds paid for such travel arrangements are in fact non-refundable before the employee is reimburse pursuant to the provisions under this Section.
- c. Before proceeding on leave, an employee of the rank of Assistant Manager and above may be requested to furnish the FIU with their telephone contact while on leave. The FIU should be notified of any change in such address and may require other employees to furnish similar information.
- d. Leave other than accrued vacation leave may not be granted to an employee who is under suspension or against whom proceedings are pending for disciplinary action.
- e. Application for leave should be submitted through the employee's Department Head.
- f. Only working days shall be counted as leave. Saturdays, Sundays and public holidays falling during the leave period shall be excluded from the calculation of the total leave period.

24.0 VACATION LEAVE

- a. Provisions are made in the Employment Act, 2001 for each employee to be granted vacation leave in respect of each completed year of employment. The FIU shall have the right to alter or vary scheduled vacation in accordance with the exigencies of the FIU's services.
- b. Employees are eligible for annual paid vacation leave in accordance with the following schedule:
 - i. Employees with one (1) to two (2) years of continuous service, ten (10) working days.
 - ii. Employees with three (3) to four (4) years of continuous service, fifteen (15) working days.
 - iii. Employees with five (5) to seventeen (17) years of continuous service, twenty (20) working days.
 - iv. Employees with eighteen (18) years and over of continuous service, twenty-five (25) working days.
 - v. Employees at the rank of Assistant Manager and above, twenty-five (25) working days.
- c. Employees are entitled to paid vacation leave after completion of one year's service. Exceptional cases will be considered on their merit.
- d. Vacation leave shall be scheduled by the employee in consultation with his Department Head. Requests for scheduling vacation should be submitted to the appropriate Department Head two (2) weeks in advance. In special circumstances, the FIU may accept applications with less than two (2) weeks notice where it can be shown that a special circumstance has arisen preventing the employee from submitting the application within the appropriate time.
- e. The FIU shall ensure that all employees are able to take earned vacation during their anniversary period. Employees may, with the approval of the Director, be permitted to carry forward vacation leave, however vacation leave may not be in excess of seventy-five (75) days within any given year.
- f. In the calculation of leave, only working days shall be counted. Where applicable, Saturdays, Sunday and public holidays falling during the leave period shall be excluded from the calculation.
- g. An employee becoming ill while on vacation may have the vacation days to which he is entitled during the illness changed to sick leave rather than vacation leave, provided he advises his Department Head at the time of the sickness and submits the necessary medical

- certificate. He will not however, be permitted, if he is within The Bahamas, to take further vacation leave unless he first resumes duty on the termination of the sick leave.
- h. Employees terminating their employment after giving the appropriate notice shall be paid their accrued vacation entitlement on a pro rated basis up to a date of termination.
 - i. In the case of the death of an employee, his personal representative(s) will be paid the value of the vacation to which he was entitled and had not received.
 - j. Cash payment of accrued leave is not permissible, except in cases of termination or for in-service award recipients studying overseas.
 - k. A replacement for an employee on vacation leave shall be considered a temporary employee.

25.0 CASUAL LEAVE

- a. An employee at the rank of Assistant Manager and above, who are not eligible for overtime allowance, may be eligible for casual leave that will be granted at managerial discretion.
- b. Casual leave may be granted up to a maximum of ten (10) days in a calendar year.
- c. Casual leave may not ordinarily be taken in combination with any other kind of leave.
- d. Casual leave may not be accumulated.
- e. Casual leave will be on full salary.
- f. Only two (2) casual days may be taken consecutively.

26.0 FAMILY LEAVE

- a. An employee who has been employed with the FIU for at least six months is entitled to a period of one week Family Leave in the event of:-
 - i. the death of a spouse, parent, child, domestic partner or dependent living in the employee's household and for whom the employee is responsible. Such time is inclusive of travel time, if necessary; or
 - ii. the illness of a child, spouse or parent.
- b. An employee may be granted three (3) working days Family Leave in the event of the death of a sibling, grandchild, or grandparent.
- c. An employee may be granted two (2) working days Family Leave in the event of the death of other relatives, limited to: parent-in-law, brother/sister-in-law, son/daughter-in-law, aunt, uncle, niece and nephew.
- d. In the event that additional time is required an employee may apply for other eligible leave.
- e. If a death occurs while an employee is on vacation, this leave may, with appropriate approval from the Director, be extended to include Family Leave.

- f. An employee may be required to furnish the FIU with satisfactory evidence to justify an application for Family Leave.

27.0 MATERNITY LEAVE

- a. A female employee who is pregnant shall remain at work only for as long as she is able to perform her duties. If such an employee is unable to do so she must, as soon as practicable, provide the Director of the FIU with a medical certificate from her physician advising that it is inadvisable for her to continue working.
- b. Leave associated with illness during the first twenty-four (24) weeks of pregnancy will be considered as gynecological and sick leave shall apply rather than maternity leave. Applications for this leave should be accompanied by medical certificates.
- c. The FIU is committed to ensuring that pregnant employees do not suffer any adverse effects on their health, safety and welfare because of their working environment and job responsibilities. If there are risks to the health or safety of the pregnant employee, as presented by the employee and confirmed by a qualified medical doctor, steps will be taken to adjust the employee's working conditions and responsibilities.
- d. Female employees will be eligible for thirteen (13) weeks or sixty-five (65) working days Maternity Leave with pay, after twelve (12) months of continuous service with the FIU. Such leave with pay will be granted once every three (3) years.
- e. If an employee who has been awarded Maternity Leave dies during the period of Maternity Leave, the lawful guardian of the child shall be paid the deceased employee's salary for any unpaid maternity leave benefits due to the employee from the employer.
- f. Where an employee has exhausted all Maternity leave, she may qualify for Sick Leave provided a medical report is presented.
- g. Where an employee has been granted Maternity Leave and the newborn infant of that employee is determined by a medical practitioner to be unfit to be released from hospital and as such requires hospitalization in excess of five (5) days and where the employee obtains a medical certificate confirming the relevant illness of the infant, then that employee shall be entitled to additional leave of up to two (2) months without pay.
- h. A replacement engaged to perform the duties of an employee on Maternity Leave shall be considered a temporary employee.
- i. An employee returning from maternity leave is entitled to return to her former or equivalent position.
- j. An employee, who is to be absent by reason of Maternity Leave, shall give the Financial Intelligence Unit four (4) weeks' notice in writing of the date on which she intends to start such leave, and provide information as to the estimated date of confinement.
- k. Maternity Leave without pay will be granted when the employee is not eligible for paid maternity leave.

- l. If an employee does not report to work after the approved maternity leave period, the provisions of **Section 59.0** shall apply.
- m. An employee who has legally adopted a child, whether an infant or a child of school age may apply to the Director for leave for a period of two (2) weeks which will allow the employee to adjust to the change in circumstance as a result of the adoption.

28.0 PATERNITY LEAVE

- a. Married male employees shall be eligible for five (5) working days Paternity Leave with pay, after twelve (12) months of continuous service with the FIU after the birth of a child. Such leave with pay shall be granted once every three (3) years.
- b. Employees availing themselves of Paternity Leave may be required to furnish, to the satisfaction of the FIU, evidence of the birth of a child.
- c. In the event a male employee needs additional time for such leave, the FIU may grant an additional five (5) working days without pay.

29.0 SICK LEAVE

- a. The FIU will grant sick leave to an employee from the time the employee is actually ill or incapacitated to a degree that he is unable to perform his duties.
- b. An employee who is unable to work due to sickness is required to notify his Department Head at the onset of his illness. Failure to comply with this requirement will result in the employee being considered as being on unpaid leave.
- c. Sick leave on full pay shall not exceed twenty (20) working days in a calendar year, and is non-cumulative.
- d. ~~Employees are allowed to take up to two (2) days sick leave without the submission of a medical certificate up to an aggregate of six (6) working days in a calendar year. Any leave taken under this clause will be deducted from the total amount of sick leave eligibility.~~
- e. Any illness continuing longer than two (2) days the employee should promptly forward a medical certificate to the Department Head who would communicate the information to the Director.
- f. In cases of continuing absence, due to illness, the FIU may require an employee to submit to a medical examination by a registered medical practitioner of its own choosing to determine the extent of the employee's illness or incapacity.
- g. In instances where an employee exhaust his twenty (20) days sick leave, the FIU may exercise the right to extend the period of sick leave at seven eighth's (7/8th's) pay for five (5) months.
- h. In instances where an employee has been diagnosed with any medical illness that requires extended hospitalization or surgery and convalescence for a period exceeding twenty (20) working days, and the employee has, due to the same medical condition, exhausted his

twenty (20) days sick leave eligibility, the FIU agrees to extend the sick leave with full pay to the said employee for a period not exceeding three (3) months. Thereafter, the FIU may extend its right under the preceding provision. In such cases an employee shall provide the FIU with appropriate evidence of the medical illness.

- i. After five (5) months, the FIU reserves the right to further extend the sick leave on half ($\frac{1}{2}$) pay for six (6) months. Discretion to pay beyond this point must be sought from the Director.
- j. At the end of the FIU's year, an employee on extended sick leave should either return to work if able or give notification of intention to return at the beginning of the year in order to be eligible for twenty (20) days full pay sick leave. A medical certificate must be presented for the period of sick leave.
- k. An employee returning from sick leave of a serious nature may be required to undergo a medical examination by more than one Physician, as directed by the FIU, to ascertain the employee's ability to perform his required duties. The FIU shall bear the cost for such examinations.
- l. An employee may at any time be **reasonably** required to submit to a medical examination by a Medical Board.
- m. If it is decided that an employee should be examined by a Medical Board, he must present himself for examination at the place and time instructed and if he fails to do so he will render himself liable to be treated as absent without permission. He must afterwards comply with the recommendations of The Board, which will supersede medical advice already given to him by a Government Medical Officer, or Private Practitioner. The Medical Board will consider any previous Medical Report of the employee by a Medical Practitioner.
- n. Whenever an employee falls ill so as to be physically unable to present himself for medical examination, the circumstances and his whereabouts must be reported by his Department Head to the nearest Government Medical Officer. When it is officially reported that an employee is so ill as to be unable to present himself for medical examination, a Government Medical Officer will, as appropriate, arrange for the employee to be brought to the hospital for examination and treatment, or visited by the Medical Officer to be examined and treated.
- o. If a medical examination results in the employee having to be admitted to hospital as an in-patient, the Government Medical Officer will so inform the employee's Department Head.
- p. The Government Medical Officer will report certain circumstances to the Director where necessary and these circumstances shall include where,
 - i. An employee refuses to carry out or in the opinion of the Government Medical Officer, neglects to carry out medical advice given;
 - ii. It is the opinion of the Medical Officer that an employee is feigning ill health;
 - iii. In the opinion of the Medical Officer an employee's illness has been caused by his own fault or neglect.

- q. Absences from duty owing to sickness caused by an employee's own misconduct, or negligence will be counted as vacation leave. Such absence may form the basis of a disciplinary charge, and must be reported immediately by the Department Head to the Director.
- r. A replacement engaged to perform the duties of an employee on sick leave shall be considered a temporary employee.

30.0 SPECIAL LEAVE

- a. Special Leave is granted at the discretion of the FIU and may include leave for employees who represent the country at national and international sporting, cultural, or diplomatic events for not more than five (5) working days at any one time and not more than ten (10) days annually.
- b. Special Leave may be paid leave and not counted against vacation leave. Employees who are either elected or selected members of a Government Committee or Board will be allowed reasonable time off from work with pay to attend such meetings, provided appropriate documentation is provided to the FIU upon appointment. Such requests will be subject to prior approval by the FIU.

31.0 PERSONAL DAYS

- a. An employee, below the rank of Assistant manager, who has completed the probationary period with the FIU, may be granted up to two (2) Personal Days annually, to attend to personal matters. The employee shall make application to be granted a Personal Day through the Department Head who will forward the application to the Director for approval. ~~These days are to be granted with pay and the employee is expected to advise the~~ Department Head that such leave is being taken.

32.0 STUDY LEAVE

- a. An employee may be required to attend a further course of study or training abroad while employed at the FIU for the interest of the FIU.
- b. Such a course of study or training will not count as a period of any other leave as outlined in the provisions of **Chapter 7** but will be granted as study leave.
- c. Where an employee is required by the FIU to undertake a course of study or training, the FIU will grant to the employee the necessary out-of-pocket expenses necessary to complete the required course of study or training.
- d. Such employees will be granted study leave on full salary for a period of up to six (6) months. Where the course of study or training requires a longer period of study the

employee may be granted additional leave on full salary up to the maximum period of twelve (12) months.

- e. Where an employee undertakes a course of study for his own educational enhancement or general interest but not in the interest of the FIU he will be required to utilize any vacation leave or leave of absence accumulated to complete the course of study or training. Where the accumulated leave is insufficient to allow the employee to complete his course of study the employee may apply to the Director for an extension of leave without pay.
- f. If the study leave is in the interest of the FIU and is granted for a period of six (6) months or more, the employee shall enter into a Bond with the satisfactory sureties, in such amount as specified by the Director of the FIU for the Bond, to return to the employ of the FIU to serve the FIU, at a minimum, for the period spent on study leave.
- g. An employee who has been granted study leave must present to the FIU his certificate upon completion of his course of study or training, a copy of which must be attached to the employee's file.
- h. If at any time it becomes evident that an employee on study leave has abandoned his course of study or training without reasonable cause, the remaining time of study leave will be cancelled and the employee notified of the same.
- i. An employee who has undertaken an approved course of study or training by correspondence or with an institution providing courses that conducts courses on a weekend basis and the employee is required to take an examination at the completion of the course of study or training may be granted study leave on full salary for the period of the examination and a maximum of two (2) weeks prior to the examination to commence studying for the examination.

33.0 EXTRAORDINARY LEAVE

- a. Extraordinary Leave may be granted to an employee in special circumstances at the absolute discretion of the FIU.
- b. Extraordinary Leave may be granted in combination with any other kind of leave. The FIU may change retrospectively, periods of absence without leave into Extraordinary Leave. *This shall not apply in the case of **Section 22.0 i (i)**.*
- c. Employees will not be eligible for salary and allowance during the period of Extraordinary Leave except in an extraordinary case where the Director shall use his discretion as to whether the circumstance warrants that the extraordinary leave should be granted with pay.

34.0 JURY & COURT DUTY LEAVE

- a. The FIU agrees that when an employee is required by law to serve as a Juror and is selected to so serve shall be excused from work on such days of service, without loss of pay or other benefits.
- b. An employee who receives initial notification that he is subject to jury duty shall notify the Department Head who shall notify the Director.
- c. In cases where an employee reports for jury duty and is:
 - i. Not selected or
 - ii. Selected but later excused for the remainder of the day, shall be required to report to work within a reasonable time.
- d. If it is determined that an employee is abusing any of the privileges conferred upon him by this provision, shall not be paid for any days not worked and shall be subject to the appropriate disciplinary action.
- e. When in obedience to a subpoena or direction by proper authority, an employee appears as a witness in any public or private litigation, and is not party to such litigation, that employee is entitled to his regular compensation during the time those hours correspond to assigned work hours.

35.0 VOTING LEAVE

- a. Employees voting in a general election are entitled to time-off from work with pay for a period not exceeding two (2) hours.
- b. An application for time to vote should be made to the immediate Supervisor who shall notify the Director prior to Election Day. The time to be taken off will be designated by the employee's Department Head.

REMUNERATION, BENEFITS AND SERVICES

36.0 REMUNERATION

- a. Salary shall accrue from the commencement of the service of the employee, and shall become payable on or before the 23rd day of the month in respect of service rendered during the month in the case of monthly paid employees, and on the last working day of the week for weekly paid employees.
- b. Salary shall cease to accrue as soon as an employee ceases to be in the employment of the FIU. In the case of employees who are dismissed from the service of the FIU, salary shall cease from the date of dismissal.
- c. In the case of an employee who dies while in the employment of the FIU, salary shall cease from the date immediately following the death of the employee.
- d. Salary Deduction is a privilege that the FIU affords to its employees. The FIU will only allow 75% of the employee's salary to be utilized for salary deduction.

37.0 HEALTH AND LIFE INSURANCE

- a. The FIU shall provide group health and life insurance coverage for all of its employees. Employees are to assume the cost of covering their spouse and dependants.
- b. The FIU will consult with staff on any proposed changes in the coverage.

38.0 PENSION BENEFITS

- a. The FIU will provide a Pension Plan for employees.
- b. The FIU will consult with staff on any proposed changes to the Pension Plan.

39.0 SALARY ADVANCE

- a. An employee subject to the approval of the Director may receive an advance of salary to be repaid within six months via salary deduction and the employee has the option to repay the monies advanced before the expiry of the six months period.
- b. Salary advances may be granted to an employee to provide for himself, or; for his immediate family, medical, dental or ophthalmic treatment or other personal emergencies, if he has not sufficient private means to meet the necessary expenditure.
- c. Advances of salary, other than those specified in Subsection 39 (b), will only be granted in very exceptional cases with the prior approval of the Director and approval will be limited to circumstances for serious illness, or unforeseen domestic calamity, or where the employee

can show that he could not reasonably have been expected to make prior provision for the expenditure with which he is faced.

- d. Any advance in salary for any purpose will not be made unless any previous advance has been repaid.
- e. The advance of salary will amount to one month's salary. However, in exceptional circumstances, the Director may grant an advance not exceeding two months' salary.

40.0 TRAINING

- a. The FIU recognizes the importance of training and shall maintain a training program to enhance career development and promote the continued growth in skills and abilities of employees to ensure that they are capable of initiating and utilizing the most appropriate modern practices and techniques in conducting the FIU's business.
- b. The FIU views its relationships with its employees as a reciprocal partnership. To the extent that it is prepared to make a substantial investment in training its employees. The FIU expects corresponding yields in levels of productivity and commitment to the organization.
- c. Training may be initiated by the FIU or by its employees.
- d. When the FIU initiates training for its employees, it shall make or assist with necessary arrangements and where applicable, provide funding in accordance with the provisions herein.
- e. Where an employee initiates training, the FIU may consider requests for financial support for such training. Requests will, however, be considered in relation to the areas of study determined by the FIU as priority areas.
- f. Employees who are selected for specialized courses at international training institutions between one (1) to six (6) months and above shall be required to execute a bond undertaking to remain in the service of the FIU for a period equivalent to at least the length of the training. Bonds executed for several courses in a given year may be served concurrently. If the employee resigns from the FIU prior to the expiration of the term of the bond must reimburse the FIU in the amount equivalent to the remainder of the term left on bond.
- g. The FIU may grant employees paid or unpaid study leave to pursue courses of study in areas related to the work of the FIU.
- h. Where the FIU approves an attachment, secondment or internship for professional certification, with pay, the employee shall be required to execute an agreement undertaking to remain in the service of the FIU for a period at least equivalent to the leave of attachment, secondment or internship.
- i. The FIU shall continue to award cash incentives to employees who successfully complete approved academic and professional programmes, in accordance with the provisions of this section.

- j. The FIU shall also continue its tuition reimbursement program and shall provide tuition and text-book subsidies to employees enrolled in approved education and professional programs.

41.0 EMPLOYEE ASSISTANCE

- a. The FIU recognizes that problems not directly associated with the employee's job function can affect an employee's job performance. The FIU may provide voluntary assistance to the employee, for referral of family, emotional, financial, medical and legal or other personal problems.

RULES OF CONDUCT

42.0 OUTSIDE EMPLOYMENT

- a. No employee shall hold any other public or private employment or engage in any occupation or profession which in the FIU's opinion is incompatible with the proper performance of the employee's official duties or the image of the FIU.
- b. Employees engaged in outside employment that is incompatible with the FIU's duties shall be subject to disciplinary action in accordance with **Chapter 4**.
- c. Employees must request permission to obtain outside employment during off-duty hours, where it can be reasonably concluded that, such outside employment is not incompatible or conflict with his duties and function within the FIU. The request shall be made in writing to the Director through the employee's Department Head, setting out the nature of the outside work, the name of the company, expected working hours, and any other pertinent information that the FIU may request.
- d. In those cases where permission is given for outside employment, the employee's first allegiance should be to the FIU.
- e. Employees must disclose all outside employment that is likely to be incompatible or conflict with their duties and functions

43.0 FINANCIAL INTERESTS

- a. Employees shall not enter into negotiations or acquire significant ownership interest in any financial institutions.
- b. No employee shall either request or accept special consideration from any financial institution because of his position with the FIU, nor should he knowingly permit a relative to request special consideration for the same.
- c. Employees who violate these provisions shall be subject to disciplinary action in accordance with **Chapter 4** of these Regulations.

44.0 GIFTS, ENTERTAINMENT AND FAVOURS

- a. Employees shall neither solicit nor accept any gifts – especially if the gifts are designed to gain favour with the FIU– or special consideration from a person who does business or seeks to do business with the FIU, who conducts operations or activities regulated by the FIU or has interests that may be substantially affected by the performance or non-performance of the employee's duties, especially if these are intended to gain favour with the FIU. However, the following are not considered incompatible with an employee's responsibilities.

- i. Acceptance of food, refreshments or entertainment in the course of FIU meetings or functions, or where the circumstances make it clear that such gratuities are offered primarily as a courtesy or as a result of a relatively close personal, rather than strict business association.
 - ii. Acceptance of standard lodging in connection with the FIU's business, where no payment or reimbursement from the FIU is requested.
 - iii. Acceptance of unsolicited advertising or promotional materials of nominal value.
 - iv. Acceptance of other standard gifts, gratuities or special considerations of nominal value, where it is reasonably apparent that refusal to accept the favour offered would be affront to the giver.
- b. Employees who violate these provisions shall be subject to disciplinary action in accordance with **Chapter 4** of these Regulations.

45.0 POLITICAL ACTIVITIES

- a. No employee of the FIU may engage in political activities. Political Activities are defined to include but are not limited to:
- i. Holding or seeking partisan political or public office;
 - ii. Serving as a delegate to a nominating convention of a political party;
 - iii. Serving on political fund-raising or campaign committee;
 - iv. Canvassing or distributing pamphlets, etc. on behalf of a candidate or political party; and
 - v. Making speeches on behalf of a candidate in partisan political activities that would bring into question the independent and non-partisan character of the FIU. This general rule does not, however, restrict the expression of personal political views in an individual capacity.
- b. Employees below the rank of Deputy Manager may, subject to permission being granted, engage in activities outlined in 48.0 (a) ii thru iv. A written description of the proposed activity should be submitted to the Director for determination.
- c. Any employee who accepts a public office of a political character shall immediately resign from the FIU.
- d. An employee may participate in public service activities that are somewhat political in nature but have such limited governmental aspects that no question of the independent, non-partisan character of the FIU system could be raised. For example, service on school boards, planning committees, health councils, or public boards, may be permissible. A written description of the proposed activity should be submitted to the Director for determination.

- e. Employees are encouraged to participate in activities that are purely of a community service nature, such as charitable organizations, civic associations and service clubs.
- f. These outside activities must not interfere with the official duties of the employee.
- g. Employees who violate these provisions shall be subject to disciplinary action in accordance with **Chapter 4** of these Regulations.

46.0 CONTRIBUTION TO THE PRESS

- a. Except in the course of the employee's official duties or by written authorization by the Director of the FIU, no employee shall, during the term of his service, publish, cause to be published or assist in the publication of any book, article or other document relative to the policies or activities of the FIU or to any political questions, or call a public meeting, deliver any speech or lecture broadcast through any radio or television media, or grant any press interviews on such policies, activities or questions concerning the FIU, or communicate to any person, any unpublished information known to him by reason of his official position.
- b. Failure to comply with this provision can result in disciplinary action being taken in accordance with **Chapter 4** of these Regulations.
- c. Any employee on cessation of his service with the FIU may not, without the express authorization of the FIU, disclose any confidential information he has received during his employment with the FIU by reason of his official position.

47.0 MISUSE OF INFORMATION

- a. All employees shall exercise the utmost discretion in matters relating to the official business of the FIU.
- b. No employee shall take any unfair or improper advantage of his position with the FIU or make any improper use of business information, or official business relation, for personal profit or the benefit of their parties, nor engage in any activity which could be deemed to constitute the use of insider information.
- c. All employees should conduct their personal financial affairs in such a way as to avoid any reasonable bias for interpreting their actions as attempts to profit from their affiliation with the FIU or from any knowledge acquired as a result of their association with it.
- d. Failure to comply with this provision can result in disciplinary action being taken in accordance with **Chapter 4** of these Regulations.

48.0 REPORTING RELATIONSHIPS

- a. Employees should report to the Director any change in status of relatives, such as spouses, parents, children or siblings, which results in such persons becoming employees of the FIU.

- b. The proper procedure for employees channeling information to the Director is through the Department Head.
- c. Failure to comply with this provision can result in disciplinary action be taken in accordance with **Chapter 4** of these Regulations.

49.0 DRESS CODE

- a. Employees of the FIU should always be appropriately dressed in adherence with the corporate image of the FIU. However, employees on Fridays will be given the preference to wear smart casual attire or to dress in the usual professional manner. Smart casual attire will not include the wearing of jeans.
- b. An employee of the FIU on duty should always be neatly dressed. The normal form of dress for male officers attending office is a jacket and tie. It is acceptable for male employees to also wear a dress shirt and tie. However, during the summer months (May – September) male employees may wear open neck shirts.
- c. Highly coloured (e.g. neon or fluorescent colour clothing) or brightly patterned clothes are not permitted this includes hair colour.
- d. For important meetings and formal interviews, jackets and ties should always be worn. In addition, female office employees (e.g. Clerical, Secretarial, Executive, Personnel, etc) should dress conservatively and professionally at all times. The wearing of jeans, tee shirts, miniskirts or attire that may be considered form fitting or revealing are not to be worn during working hours. If an employee is in breach of this provision, the employee will be allowed 2 hours (this period is inclusive of the employee's lunch break) to change his/her attire and return to work properly attired pursuant to these regulations. If an employee takes additional time, other than the time allotted, the employee will be subject to disciplinary action pursuant to **Section 22(i)** of these Regulations.
- e. All employees are required to have an official FIU ID which will be furnished by the FIU.

50.0 SPEAKING ENGAGEMENTS AND PUBLICATIONS

- a. Employees who, in their official capacity, wish to undertake speaking engagements or write for publications must seek formal approval from the Director.
- b. In some instances, employees may need to use disclaimers to clearly establish their views from the official views of the FIU. Formal communication of the official position of the FIU on matters of special interests shall be made to the Director. However, the FIU reserves the right to authorize employees to communicate such positions on its behalf. Papers prepared for presentations externally and publications relating to the FIU's activities must be vetted by the relevant Department Head and the Director.

51.0 CONFLICTS OF INTEREST

- a. The FIU employees should abstain from involvement in matters on behalf of the FIU where they have direct, distinct personal or pecuniary interest which conflicts with those of the FIU. In such cases, they shall disclose their discrete interests, and whether such interests are direct or resultant from friendships or familial ties.
- b. Employees shall remove themselves from participating in situations that could be construed as providing special favour to family members or associates.
- c. Employees should not engage in lobbying for external or personal business interests.
- d. Employees who violate these provisions shall be subject to disciplinary action in accordance with **Chapter 4** of these Regulations.

52.0 INVOLVEMENT WITH OUTSIDE ENTITIES

- a. Employees are to avoid mixing or co-mingling of the FIU and private resources for personal interest or the interest of outside entities. In dealing with vendors or external clients, employees shall not request or accept 'kick-backs' or other inducements, including cash, "in-kind" or soft consulting services from any individual or private organization for the support of activities or business relationship with the FIU. Unofficial dealings with institutions bidding for the FIU contractual services or equipment should be avoided.

53.0 CONDUCT WITH THE FINANCIAL INTELLIGENCE UNIT

- a. Employees are responsible for ensuring that FIU resources, financial and physical, are used for the official business of the FIU.
- b. Employees are required to devote their working hours to the interests of the FIU. In particular, they may not conduct other activities in or from within the FIU that interfere with the performance of their professional duties.
- c. Employees who violate these provisions shall be subject to disciplinary action in accordance with **Chapter 4** of these Regulations.

54.0 CONFIDENTIALITY

- a. All employees of the FIU shall be required to sign a Declaration of Secrecy (Annex B) Form at the time of their employment.
- b. Employees are required to maintain the utmost discretion – both within and outside the FIU– with regard to any non-public information to which they have access by virtue of their employment with the FIU. Such information may not be disclosed to persons who are not authorized to receive it. The provisions of Section 9 of the FIU Act shall apply.

- c. In particular, all information concerning banking transactions, security measures or personnel of the FIU and their terms of employment, as well as any unpublished statistical data, are subject to the duty of confidentiality.
- d. The duty of confidentiality shall apply to all non-public information, be it oral, written or stored by means of computer or other electronic media, including but not limited to memoranda, letters, minutes of meetings, accounting vouchers, computer programmes, programme documentation, video tapes, photographs and copies of such documents.

CHAPTER 9

EMPLOYEE SEPARATION

55.0 RETIREMENT

- a. Except for positions that are appointed by the Minister, the mandatory age of retirement shall be sixty (60) years for all employees however, the Director may, for reasons that must be recorded in writing, extend the service of any employee for a period not exceeding two years. Any further extension of service beyond two years shall require the approval of the Minister in consultation with the Director. The Director may not, save in exceptional circumstances, retain any employee in service for a period longer than five years beyond the mandatory age of retirement.
- b. An employee who has completed thirty (30) years of service or attained the age of fifty-five (55) years may voluntarily retire after giving the FIU one (1) month's notice in writing.

56.0 RESIGNATION

- a. An employee who wishes to terminate his service following the probationary period must give the FIU one (1) week (i.e. 5 working days) notice in writing.
- b. An employee who wishes to terminate his service having been employed with the FIU for one (1) year or more must give the FIU two (2) weeks' notice in writing
- c. An employee holding a managerial position who wishes to terminate his service must give the FIU four (4) weeks' notice in writing.
- d. An employee who fails to give the requisite notice may be liable, at the discretion of the Director, to pay the FIU as compensation a sum equal to a sum that the employee would be paid in respect of that period of time by which the notice is deficient.

57.0 TERMINATION

- a. The FIU may terminate the services of an employee with notice in writing or payment in lieu thereof and severance in accordance with Section 29, Employment Act.

- b. Where an employee is dismissed, he shall be paid all monies due to him up to the time of termination within five (5) working days, provided he has returned all property belonging to the FIU.

58.0 REDUNDANCY

- a. The FIU will make every effort to transfer redundant employees to reasonable alternative employment within the FIU. Re-training will be carried out, where necessary.
- b. Where redundancy is unavoidable, the following procedure shall apply.
 - i. The FIU will notify the employee or employees concerned at least ninety (90) days in advance.
 - ii. Employees whose jobs are to be made redundant shall be allowed reasonable time off with pay to seek other employment and any such request made shall not be unreasonably withheld.
- c. Whenever it is not feasible to relocate an employee whose position has been made redundant, the FIU undertakes to compensate the employee by way of lump sum payment equivalent to three (3) weeks salary – computed on the basis of the employee’s rate of pay at the time of redundancy – for each year worked up to a maximum of twelve (12) years, provided however that where an employee is entitled to more redundancy pay under the provisions of Section 26 of the Employment Act, 2001, than is provided hereunder, the employee shall be paid redundancy pay in accordance with the provisions of the Employment Act.

59.0 AUTOMATIC RESIGNATION

- ~~a. An employee who is absent for five (5) consecutive workdays without securing authorized~~ leave from the FIU shall be considered to have automatically resigned from the FIU’s employment as of the last day worked.
- b. The FIU shall notify the employee that it will be separating him by automatic resignation under this provision, unless the employee requests an administrative review regarding his absence within seven (7) calendar days following such notification.
- c. No automatic resignation shall be final until the seven (7) day period has passed and either a decision is made by the Director or the employee has failed to request a review.

60.0 TERMINATION FOR CAUSE

- a. An employee may be summarily dismissed for gross misconduct pursuant to Section 31, Employment Act, 2001. Such employee will not be entitled to vacation pay, notice or payment in lieu of notice. In accordance with the Employment Act the employee shall only be entitled to monies previously earned.

- b. An employee is liable to be summarily dismissed for theft, fraudulent offences, dishonesty, gross insubordination or insolence, gross negligence, gross indecency, breach of confidentiality, incompetence and gross misconduct, a material breach of the contract of employment or otherwise for such behavior that is repugnant to the fundamental interest of the FIU.
- c. Where an employee is charged with a criminal offence triable before a court of law, the employee will be placed on administrative leave pending the outcome of the trial. If found guilty the employee shall be subject to summary dismissal. Where the employee is found not guilty the Director has the discretion to determine whether it is in the best interest of the FIU to reinstate or terminate the services of the employee.

CHAPTER 10

TRAVEL POLICY

61.0 TRAVEL ALLOWANCE

- a. An employee who has been duly authorized to travel internationally or domestically (Family Island travel) shall be eligible for a cash advance to cover travel related expenses. Where applicable, expenses relating to airfare, accommodations and car rentals will be arranged in advance by the Accounts department.
- b. The travel allowance will cover the following expenses:

MEALS

- a. A meal allowance shall be given at a per diem rate of \$80.00 for any employee, with the exception of the Director, who is required to travel internationally. Where an employee is required to travel domestically a meal allowance shall be given at a per diem rate of \$40.00.
- b. Where the Director is required to travel internationally a meal allowance shall be given at a per diem rate of \$100.00 and for any travel domestically a meal allowance shall be given at a per diem rate of \$60.00.
- c. Where applicable, the exchange rate will be considered and applied to the meal allowance.
- d. The employee is not required to submit any receipts in reference to the expenditure of the per diem for meal allowance.

ACCOMMODATION

- a. The FIU will be responsible for covering the daily rate and taxes associated with accommodation for the employee both for international and domestic travel.
- b. The employee upon return must submit a receipt outlining the total charge associated with the accommodation. All unauthorized fees (e.g. long distance phone calls not associated

with the business of the FIU (with the exception of a call to a family member to note your safe arrival), snack bar items, room service, pay-per-view movies) will not be covered by the FIU and is the sole responsibility of the employee. The employee will be required to pay for any unauthorized charge upon his return. In the event the amount is not paid, the FIU shall have the right upon notice to the employee to deduct the said amount from the employee's salary and this can also form the basis for disciplinary action being taken against the employee pursuant to **Section 22** of these Regulations.

TRANSPORTATION

- a. An allowance of \$250.00 shall be advanced to an employee (or if more than one employee, to the employee holding the highest position) for transportation to and from the airport, hotel and various venues, where necessary.
- b. The employee upon return is required to submit any receipt as it relates to transportation whether it is a receipt from a taxi cab or from a rental car company. Where it can be shown that the transportation needed exceeded the transportation allowance given the employee upon presenting the proper receipts will be reimburse for the charges that exceeded the allowance amount.

INCIDENTALS

- a. An employee that has been approved to travel internationally shall receive \$150.00 to cover any incidental or contingency that may arise.
- b. If the funds given are fully or partially used, the employee must upon his return provide a receipt as proof of how the funds were used and return any remaining unused amount relating thereto. ~~If the funds are unused the entire amount must be returned to the~~ Accounts department.

EXPENSE REPORT

- a. An employee who has completed travel either, internationally or domestically, must upon his return complete and submit an expense report to the Accounts department. The employee must attach thereto all ticket stubs, receipt for accommodation, transportation and incidental (where applicable) and any other receipts that may be relative to the travel.
- b. Non compliance with any of the provisions under this section will result in suspension of future travel for the employee until all outstanding documents have been submitted to the Accounts department. If any unused funds are not returned, the FIU reserves the right to recover such funds from the employee's salary.

OCCUPATIONAL HEALTH AND SAFETY

62.0 SAFETY AND HEALTH

- a. The FIU acknowledges its primary responsibility of providing safe and sanitary working conditions as well as safety training for its employees in the workplace as required under the Health and Safety at Work Act. Employees also share responsibility in this respect and hereby give the FIU its undertaking to cooperate with and assist in enforcing the safety and health regulations of the FIU.
- b. The FIU will provide a safe and healthy work environment for all employees, consistent with applicable health and safety standards, laws and regulations.
- c. Safety equipment and protective safety clothing shall be provided and maintained when it is deemed necessary by the FIU for maintaining safe and healthy conditions. Apart from First Aid Kits, such equipment and clothing shall include, but shall not be limited to, safety glasses, earplugs or other ear covering, lab coats and other protective foot, hand and head gear.
- d. The FIU shall take every precaution to ensure that employees are not exposed to toxic agents. Whenever an employee may have been exposed to toxic agents, the FIU will provide medical examinations maximum intervals of six (6) months or more frequently as needed to determine whether the employee's health is affected.
- e. When an employee in good faith believes that he is being required to work under unhealthy and unsafe conditions, he shall notify his Department Head who shall cause the matter to be immediately investigated and communicate to the employee the results of such an investigation and if deemed necessary, the steps that shall be taken to correct the condition.
- f. The FIU will conduct periodic fire drills and notify employees of appointed Incident Wardens.
- g. In the event of any natural disaster, the FIU will allow employees adequate time off to secure their property – such scheduling to be at the discretion of the Director.

63.0 INDUSTRIAL INJURY

- a. The FIU accepts its responsibility to maintain safe, sanitary healthy working conditions.
- b. Should an accident arise on the premises of the FIU while an employee is engaged in the course of his employment, the Director and Department Head or Human Resources Manager shall be notified immediately to assess the situation and expedite appropriate action. An accident report should be prepared by the employee and witness statement(s) taken, if any, and shall be submitted to the Director and Department Head or Human Resources Manager. Additionally, the Human Resources Manager must notify the National Insurance Board of the incident as soon as practicable.

- c. Claims for medical expenses arising from an injury sustained while on duty shall be processed in accordance with the National Insurance Industrial Injury Benefit provisions and the FIU's Health Insurance Plan.
- d. When an employee suffers a disabling industrial injury properly certified by a medical doctor, he shall be paid at his normal rate of pay from the first day after the work injury for a period not exceeding 40 weeks with no loss of Sick Leave Benefits, provided that the injury was not caused by the employee's negligence.
- e. An employee may at any time during his absence due to injury be required to submit to a medical examination by a medical doctor as assigned by the FIU.
- f. Any employee returning to work following an injury shall be reinstated to his former position without loss of seniority provided that in the judgment of the FIU, the employee can perform the duties and responsibilities as before the injury. If he cannot do so, he will be given a suitable alternative position.
- g. An employee, who suffers an accident while on duty, will not have time deducted from his sick leave entitlement.
- h. A replacement for an employee on leave because of industrial injury shall be considered a temporary employee.

64.0 SUBSTANCE ABUSE

- a. The FIU recognizes that drug and alcohol abuse can have serious effects on an employee's productivity and job performance, pose risks to the safety of the employee and his co-workers and serve to undermine the public's confidence in the reputation of the FIU.
- b. As a responsible employer, the FIU is committed to providing a safe work environment by eliminating the hazards to health and job safety created by the abuse of alcohol and other drugs. ~~The FIU is committed to assisting employees affected by substance abuse by providing supportive programs to deal with detection, treatment and prevention of substance abuse by employees.~~ However, where necessary, disciplinary action will be taken against employees found to be in violation of any of the substance abuse provisions under these regulations.

MISCELLANEOUS

65.0 DAMAGE TO PERSONAL GOODS ON THE JOB

- a. The FIU recognizes that employees occasionally incur damage to personal property in the scope and course of employment.
- b. The FIU's reimbursement policy for damage to the employee's personal property is limited to clothing only, provided such damage is not the result of the employee's negligence. However, in exceptional circumstances, the FIU may review cases for other personal items.
- c. Employees are required to submit a written statement for the claim, indicating how the damage occurred, receipts, invoices or other documentation acceptable to the FIU in support of a claim.
- d. All claims are to be reviewed by an appointed four-man committee, comprising the employee's Department Head, Human Resources Manager and two designated staff members who will make appropriate recommendations to the Director. When a case involves a member of the Management Team, another suitable employee will be enlisted to serve on the committee.
- e. Reimbursements will be based upon the reasonable value of the property involved.
- f. The FIU will reimburse claims up to a maximum of \$200.00, an amount that is subject to periodic reviews by the FIU.
- g. The Director shall settle any dispute regarding the final disposition of claims.

66.0 DAMAGE TO OR LOSS OF THE FINANCIAL INTELLIGENCE UNIT PROPERTY

- a. Employees who cause damage to or loss of the FIU property shall, where negligence by the employee has been established, be disciplined in accordance with the provisions of **Chapter 4** of these Regulations.

ANNEXES

67.0 ANNEX A: AFFIRMATION

Place: THE FINANCIAL INTELLIGENCE UNIT

Date:

I, _____, do hereby solemnly affirm that:

- I. To the best of my ability, I shall carry out my duties and responsibilities in a manner that will further the interests of the Financial Intelligence Unit
- II. I will accept no instruction in regard to the performance of my duties in the Financial Intelligence Unit from any person or authority external to the Financial Intelligence Unit.
- III. That I read and fully understand the terms and conditions of the FIU as prescribed in these Regulations.

Name: _____

Date: _____

Signature: _____

Witness: _____

68.0 ANNEX B: DECLARATION OF SECRECY

Place: THE FINANCIAL INTELLIGENCE UNIT

Date:

I, _____, having taken up an appointment with the **Financial Intelligence Unit of The Bahamas**, do solemnly declare that I shall at all times (while in the employ of the **Financial Intelligence Unit** and at anytime thereafter) preserve and aid in preserving secrecy with regard to all matters relating to the affairs of the **Financial Intelligence Unit**, that may come to my attention in the course of my duties.

I further do solemnly declare that I shall not disclose any of the information, which will come to my knowledge as a result of my connection with the **Financial Intelligence Unit**, during the course of my duties to any person except as far as, is permitted under the **Financial Intelligence Unit Act, 2000** or any other written law.

I have had my attention drawn to Section 9 of the Financial Intelligence Unit Act, 2000 and I fully understand that if I communicate any such information to any person except as far as permitted under the Financial Intelligence Unit Act, 2000 or any other written law, or if I suffer or permit any unauthorized person to have access to any books, papers, or other records relating to the Financial Intelligence Unit, I shall be guilty of an offence and shall be liable on conviction thereof to a fine not exceeding \$10,000.00 or to imprisonment for a term not exceeding one year or both such fine and imprisonment.

Name: _____

Date: _____

Signature: _____

Witness: _____

69.0 ANNEX C: SECTION 9 OF THE FINANCIAL INTELLIGENCE UNIT ACT, 2000

(1) Any person who obtains information in any form as a result of his connection with the Financial Intelligence Unit shall not disclose that information to any person except so far as it is required or permitted under this Act or any written law.

(2) Any person who communicates any information in breach of subsection (1) commits an offence and shall be liable on summary conviction to a fine not exceeding ten thousand dollars or to a term of imprisonment not exceeding one year or to both such fine and imprisonment.