

INDUSTRIAL AGREEMENT
BETWEEN
UNIVERSITY OF THE BAHAMAS
AND
THE BAHAMAS PUBLIC SERVICES UNION



JANUARY 1, 2020 - DECEMBER 31, 2024



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*No. Kimberly E. Ferguson
6/1/25*

INTRODUCTION AND PREAMBLE

This INDUSTRIAL AGREEMENT is made and entered into as of the first day of January, 2020, by and between a body corporate known as University of The Bahamas (hereinafter referred to as "the University" or "The Employer") and the Bahamas Public Service Union (hereinafter referred to as "BPSU" or "the Union") acting as bargaining agent for the staff as outlined in Schedule II, attached herein and defined and referred to as the Bargaining Unit.

That for the purpose of mutual understanding and in order that a harmonious relationship may exist between UNIVERSITY AND STAFF in the Bargaining Unit, herein defined, and so as to achieve the mutual goal of excellence in the delivery of career professionalism standards by both parties and for the mutual benefit of both, it is here recognized and agreed that:

1. Both parties agree to cooperate in the promotion of harmonious working relations and to encourage a climate of freedom of speech, mutual respect and responsibility, and to allow for critical thinking and due recognition of publicly expressed views, which may not reflect one's own.
2. As the University continues to grow it will be necessary for both parties to revisit this Agreement as it relates to Staff existence and other changes affecting terms and conditions of employment.



Kimberly E. Ferguson
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ARTICLE 1 – RECOGNITION

1. The purpose and intent of this Agreement is to maintain and further a good relationship between the Employer, the Union and the members of the Bargaining Unit.
2. The Employer recognizes the Union as being the sole bargaining agent for Staff in its employ (as listed in Schedule II) for the purpose of collective bargaining in respect of wages, hours of work, and other conditions of employment (including their general interests and welfare as Employees of the Employer) with the exception of those Employees who are designated Faculty, Contract Employees, Temporary Employees, Part-time Employees and Management.
3. The Union and Employer acknowledge the right of either party to include in its negotiating or other working committee representatives who need not be employees or officers of the Union or Employer, particularly in those cases where matters being addressed are of a specialized nature and have an impact on the operations of business and/or the terms of employment of members of the Bargaining Unit e.g., Insurance, Pension; changes in legislature.
4. The maximum number of representative(s) for the Union and the Employer at any negotiations shall not exceed seven (7) persons on each side. Both the Union and the Employer shall notify the other in writing of the names of their respective representatives for any negotiations prior to the date of the commencement of negotiations.
5. The Union recognizes that it is the right of the Employer to exercise all prerogatives, powers and customary functions of Management in all matters pertaining to the operation of the business provided, however, the Employer in the exercise of such rights does not violate the terms of this Agreement which shall in any event not be inconsistent with the said prerogatives, powers and customary functions of Management.
6. The Union shall notify the Employer in writing of the names of its Chief Executives along with the names and appointments of its Shop Stewards.
7. The Employer undertakes likewise to inform the Union of the names of its Chief Officer(s) responsible for Industrial Relations matters within the University. At the signing of this Agreement, the Employer will notify the Union of the names of the Officer(s) whose responsibility it would be to liaise with the Human Resources Department and the Union on all such matters.
8. The Employer shall furnish the Union with a list of all Employees falling within the



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Bargaining Unit as hereinafter described. The list shall include names, work location (stations), job descriptions, salary-scales and dates of hire.

ARTICLE 2 – SCOPE OF AGREEMENT

1. This Agreement is intended to promote the economic and efficient operation of the Employer, avoid industrial disturbances, and achieve the highest level of Employee performance consistent with safety, good health and sustained effort. To these ends, it provides for the continuation of employment in accordance with agreed hours of work, compensation and the working environment (in accordance with the Employment Act, Chapter 321A and the Industrial Relations Act Chapter 321 and any amendments, provided these are not addressed in the Industrial Relations Agreement between the University and the Union).
2. The provisions of this Agreement shall be binding during its continuance on:
 - 2.1 The Union as Bargaining Agent and every Employee in the Bargaining Unit for which the Bargaining Agent has been recognized.
 - 2.2 The Employer which entered into this Agreement and its successors or assigns.
 - 2.3 Any Trade Union that has been recognized in accordance with the provisions of Section 41 of the Industrial Relations Act, Chapter 321 as Bargaining Agent in place of the Bargaining Agent referred to in Clause 2.1 above.
3. In case of consolidation or merger of the Employer with some other body representatives of the Employer and the Union shall meet without delay and negotiate the proper provisions for the protection of Employees' seniority and other interests.
4. The successful operation of the business of the Employer is hereby declared to be of mutual interest to both parties, who desire to preserve, promote and improve industrial and economic relationships, as well as safety and efficiency of the Institution.
5. The Union and Employer recognizes that from time to time there may be a need for amendments to this Industrial Agreement. Upon agreeing to any such amendment, the same shall be signed by both parties and communicated to all members of the Bargaining Unit.





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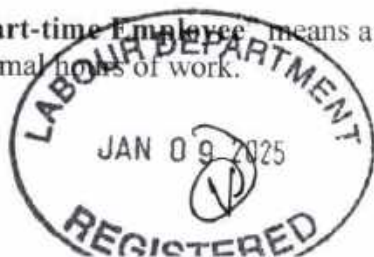
ARTICLE 3 – DEFINITIONS

1. **“Administrative Leave”** means a release from the work and job site with pay by the Employer.
2. **“Allowance”** means payment issued to a member of the Bargaining Unit that is not a part of his/her regular salary or any article of clothing to be worn as a uniform and issued to a member of the Bargaining Unit that he/she did not have to purchase from his/her regular salary. Allowance includes, but is not limited to, the following:
 - 2.1. **“Acting Allowance”** means an Allowance received whenever the need arises for any Employee to act in a more senior position than that of his/her substantive post.
 - 2.2. **“Cost-of-Living Adjustment”** means an adjustment in salary received whenever there is an increase in the Retail Price Index.
 - 2.3. **“Per Diem”** means an Allowance paid by the University to its Employees for travel expenses.
 - 2.4. **“Additional Duties Allowance”** means an Allowance received whenever the need arises for an Employee to take on additional duties which are not directly in the scope of his/her job description.
3. **“Bargaining Unit”** means all employees of the University, as listed in Schedule II and any amendments thereto.
4. **“Contract Worker”** means an employee hired under an agreement for a specific job, at a specific rate of pay, who does not become a regular addition to staff and is not considered a permanent employee.
5. **“Consultation”** means the process subsequent to formal negotiations, whereby the Union and the University meet to discuss concerns and issues affecting conditions of employment governing Employees in the Bargaining Unit, but shall exclude grievance matters.
6. **“Cross Training”** means a programme or exercise that is designed to give the Employee an acquisition of new skills, exposure and developmental opportunities.
7. **“Day”** means twenty-four (24) hours.
8. **“Day Employee”** means an employee who works either 7:00 a.m. – 3:00 p.m.; 8:00 a.m. – 4:00 p.m. and 9:00 a.m. to 5:00 p.m.
9. **“Day off”** means any consecutive twenty-four (24) hour period that an employee is not scheduled to work.
10. **“Day Release”** means approved time off to attend classes for a maximum of four hours per week, per semester, except in cases where additional time is required. In these exceptional situations special arrangements should be made with the respective supervisor to make up the time.



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11. **“Dependent”** means a child, legal ward, step-son or step-daughter of an Employee of the University, under the age of twenty-five (25) years, who is wholly or partially dependent on the income of the Employee.
12. **“Employee”** means a person who has been confirmed in his/her employment with the University who forms a part of the Bargaining Unit.
13. **“Efficiency”** means ability to do things in an efficient manner and avoid wastage of materials, energy, money, and time.
14. **“Essential Services”** are those indispensable functions that are required to maintain the wellbeing of the university community during times of emergency, be they weather related or otherwise.
15. **“Employer”** means the body politic and legal corporate entity known as the University of The Bahamas, hereafter referred to as the Employer, as established by the University of The Bahamas Act, 2016 or any subsequent legislation.
16. **“Expunge”** means to strike out, obliterate or mark for deletion from an employee’s personal file permanently.
17. **“Extended Business Hours”** means when the Employer deems it necessary to expand its business hours outside the normal working hours.
18. **“Extended Sick Leave”** means when an employee has exhausted all full paid leave due to illness.
19. **“Flexi Time”** means when an Employee makes a request for a special eight (8) hour work day.
20. **“Flexi Work Schedule”** means a work schedule within a broad range of eight hour blocks that employees are allowed to select for starting and finishing work.
21. **“Management”** means any individual having authority in the interest of the Employer and as defined in Schedule I.
22. **“Work Day”** means the day the employer schedules the employee to work, for shift employees.
23. **“Normal work day”** means either 7:00am – 3:00pm, 8:00am – 4pm and 9:00am - 5:00pm.
24. **“Work week”** means Monday to Friday, forty (40) hours in any week.
25. **“Overtime”** means hours of work in excess of the standard work day of eight (8) hours.
26. **“Part-time Employee”** means a person employed to work fewer hours per week than the normal hours of work.



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27. **“Public Holiday”** means any day so declared a Public Holiday by the Government of the Commonwealth of The Bahamas.
28. **“Redundancy”** means in relation to an employee, the termination of an Employee(s) in accordance with the provisions of section 2 of the Employment (Amendment) Act 2017.
29. **“Roster”** means a list showing the order or turn for duty or time off duty.
30. **“Shift”** means a work schedule, which rotates in immediate succession or overlaps or covers a period of twenty-four (24) hours.
31. **“Shift Employee”** means an Employee who normally works for varying continuing periods during the week or month.
32. **“Shop Steward”** means any Employee of the University appointed by the Union as a Representative who shall have full rights of the Union.
33. **“Staff”** means an Employee of the University who is a member of the bargaining unit, as defined in Schedule II and those hired part-time or temporary.
34. **“Suspension Without Pay”** means a release from the work and job site without pay for disciplinary purposes.
35. **“Temporary Employee”** means a person engaged for a specific project for a limited period with a definite understanding that his/her employment is to cease before the year is completed.
36. **“Uniform”** means any required article of clothing approved by the Employer to be worn in the workplace.
37. **“Union” or “the Union”** means The Bahamas Public Services Union (BPSU).
38. **“Unit”** means all Departments, Schools, Institutes and Offices in which members of the Bargaining Unit are stationed.
39. **“University Staff Appeals Committee” (hereinafter referred to as USAC)** means a body that reviews decisions and processes of the University with regards to promotions, appointments, applications or matters before the Disciplinary Committee.
40. **“Vice President, Human Resources”** (hereinafter referred to as the VP, HR) means the Management representative for the Human Resources Department.



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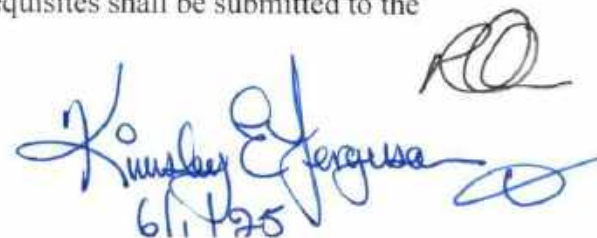


ARTICLE 4 – EMPLOYMENT

1. The Employer and the Union recognize the importance of maintaining the highest level of operational efficiency. In all matters pertaining to the engagement and promotion of staff, permanent Employees shall be given first consideration. All internal applicant who meet the advertised criteria must be interviewed prior to an external applicant being solicited.
2. It is the right of the Employer to determine and set out all qualifications and experience for selection and employment for vacancies or new positions and to recruit and hire to fill any of the classifications of work within the scope of this Agreement. However, while exercising such rights, the Union must be consulted within ten (10) working days prior to implementation of all matters pertaining to Article 4, Clause 2 and a response within ten (10) working days thereafter.
3. The Employer shall provide the Union with a copy of the Job Descriptions, Salary Scales and Classification of all positions within the BPSU Bargaining Unit in its employment. The Employer shall include the Chief Shop Steward or his/her representative in recruitment/interview processes within the bargaining unit.
4. The Employer agrees to provide a current Job Description and Salary Scale to each Employee for the position to which he/she is assigned at the time of the appointment or within one (1) month thereafter, which the Employee will be required to sign.
5. Upon the signing of this Agreement, the Employer agrees that all members of the Bargaining Unit shall be provided with a copy of his/her job description and placement on the Salary Scale.
6. The Employer shall furnish the Union with a copy of the Career Path inclusive of the respective Salary Scales for each position in the Bargaining Unit, as outlined in Schedule II.
7. Whenever vacancies occur or new positions are established within the University, the Employer shall post vacancy notices on the Intranet, Bulletin Boards, and Inter-Office Memoranda internally, showing the qualifications and experience required, for a period of ten (10) working days. All permanent Employees, who meet the requirements, applying within the specified period shall be given first consideration. The unsuccessful applicant should be informed of their shortcomings, so during the next exercise the person may be considered.
- 7.1 If proven that the Employer failed to conduct the interview process, in accordance with Section 7 of Article 4, the interview process will be null and void.

Note: The Union shall be notified that the permanent Employee was unsuccessful and that the Employer intends to advertise externally.

8. A copy of a vacancy/new position with the required prerequisites shall be submitted to the Union when it is posted internally.


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9. All relevant Employee Policies shall be communicated by the VP, Human Resources Department and housed in this department. All Employees shall have access to said policies via the University's web page and a hard copy will be placed in each office/department.
10. The Union shall be consulted on matters related to Salary Scales for new job categories that fall within the Bargaining Unit.
11. The Employer agrees that it shall not eliminate any job classification within the Bargaining Unit without prior consultation with the Union.
12. The Employer agrees that it shall not assign Management personnel on a full-time permanent basis to perform duties ordinarily undertaken by members of the Bargaining Unit, and shall not normally assign Bargaining Unit personnel on a fulltime permanent basis to duties ordinarily undertaken by management personnel without the consultation of the Union, except:
 - 12.1 During a national catastrophe;
 - 12.2 For training purposes;
 - 12.3 During an industrial dispute;
 - 12.4 When an Employee is promoted; being considered for a promotion to the managerial level or in instances of an acting capacity;
 - 12.5 Any other legitimate circumstances including retrenchment of the operations of the Employer.
13. The statement "and any other related duties as assigned" will no longer be used on job descriptions falling under the bargaining unit

Personnel Files

14. The Employer shall maintain one official personnel file in the Human Resources Department for each Employee.
 - 14.1 The file shall contain only material pertaining to the employment of that Employee.
 - 14.2 This file is the only one to be used for decision making in respect to any and all terms and conditions of employment.
 - 14.3 The file shall be available in its entirety to the Employee, with reasonable notice, not to exceed two working days following the request.
 - 14.4 In the event of a grievance, the aggrieved shall have immediate access to his/her file.
 - 14.5 All correspondence on files shall be numbered chronologically.
15. All materials placed in an Employee's file shall be date-stamped at the time of receipt by the Human Resources Department.



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16. All individuals accessing an Employee's file shall be required to sign a log book in which they shall indicate the reason for the use of the file. The file shall not be accessed without appropriate documentation.
17. An Employee and/or a duly authorised representative of the Employee is entitled to examine that Employee's file and log book during normal business hours in the presence of an authorised representative of the Employer.
18. Employees shall have the right to have included in their official file their written comments on any of the contents of the file.
19. The Employee may, on written request, obtain a copy of any or all document(s) in their file. The University may levy a charge of twenty-five (25) cents per page for this service. Copies, to which an Employee was entitled but did not receive, as specified above, shall be free.
20. No anonymous material concerning any Employee shall be placed or kept in any file.
21. Employees shall have the right to request the removal from their official file, and the forthwith destruction thereof, of any false or inaccurate information.
22. All adverse items to be put on an Employee's file shall be copied to the Employee.

ARTICLE 5 – SCHEDULING TERMS & CONDITIONS

Hours of Work

1. The standard work week shall be forty (40) hours. The standard work day shall be eight (8) hours inclusive of a lunch hour.
2. While it is agreed that the standard work week shall be forty (40) hours and the standard work day shall be eight (8) hours, it must be recognized that the Employer's business is a 24-hour operation, which requires continuous coverage in some areas, i.e., residential housing, security and essential services.

2.1 In order to cover the duty requirements of the employer's service, it is agreed that work may be rostered to include day work, night work, Saturday, Sunday and declared public holidays and the duty roster shall be prepared by the Employer and placed on the Notice Boards and provided to the Employee at least one week prior to the change of the roster.

Area/departments that shall be subject to the shift hours include Security, Stewarding and Physical Plant.



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- Day Employees are employees who normally work either 7:00 a.m. – 3:00 p.m.; 8:00 a.m. to 4:00 p.m. and 9:00 a.m. – 5:00 p.m. Monday to Friday.

Shift Employees

- Where an employee is required to work on a shift roster, the standard work week shall not exceed forty (40) hours.
- Employees may work Shifts of eight (8) hours daily as follows, inclusive of a lunch hour and two-fifteen-minute break periods:

- 5.1 Shift 1 7:00 a.m. to 3:00 p.m.
- 5.2 Shift 2 8:00 a.m. to 4:00 p.m.
- 5.3 Shift 3 9:00 a.m. to 5:00 p.m.
- 5.4 Shift 4 10:00 a.m. to 6:00 p.m.
- 5.5 Shift 5 11:00 a.m. to 7:00 p.m.
- 5.6 Shift 6 12:00 noon to 8:00 p.m.
- 5.7 Shift 7 1:00 p.m. to 9:00 p.m.
- 5.8 Shift 8 2:00 p.m. to 10:00 p.m.
- 5.9 Shift 9 3:00 p.m. to 11:00 p.m.
- 5.10 Shift 10 4:00 p.m. to 12 midnight
- 5.11 Shift 11 11:00 p.m. to 7:00 a.m.
- 5.12 Shift 12 12 midnight to 8:00 a.m.



- During the week, a Shift Employee shall be rostered to work five (5) days on and two (2) non-consecutive days off, each week A Shift Employee shall be allowed a one (1) hour lunch break and two fifteen-minute breaks, providing that the Shift is properly relieved. Provision for relief should be assured. If not relieved, the Supervisor shall be informed, and the Employee shall be fully compensated for the additional time worked.
- Shift employees shall enjoy one weekend per month of duty.
- All Shift Employees whose normal rostered day off coincides with a public holiday, and

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who are not required to work on that day, shall be granted a further day off in lieu of the public holiday.

9. All Shift Employees, who are required to work on a public holiday, whether on normal shift duty or called in to work on overtime shift, shall be paid at the rate of double time. Employees may elect the equivalent amount of time off from work instead of being paid for the overtime worked. The time off is to be mutually agreed between the Employee and his/her Supervisor.
10. Where property is covered for twenty-four (24) hours, a minimum of two (2) officers per station (work area) shall always be scheduled on duty between the hours of 11pm and 7am, not including post that are indoors. In addition, a supervisor will also be assigned for each shift.
11. All Shift Employees shall be rostered in accordance with this Article 5- Scheduling Terms and Conditions, and must be notified two (2) weeks in advance before the roster is posted.
12. No Shift Employee shall be required to work another shift without sixteen (16) hours of cessation of his last shift except in cases where there is a change of shift or in cases of emergency.
13. Time worked by a Shift Employee before or after his/her normal Shift shall be paid at the rate of one-and one-half (1 1/2).

13.1 If called upon to work on his/her normal rostered day off or if required to work on a Public Holiday, a Shift Employee shall be paid for hours so worked at the rate of double time (2x).

13.2 Shift Employees may elect the equivalent amount of time off from work instead of being paid for any overtime hours worked, to be taken at a time mutually agreed between the Employee and his/her Supervisor.



Meal Periods

14. Employees are entitled to a meal period equal to one (1) hour.
15. Employees who are asked to work through their lunch hour by their Supervisor shall be given an additional fifteen (15) minute break aside from the afternoon coffee break and shall be allowed to leave the job one hour earlier than the established time and be provided a meal.

15.1 In cases where the job cannot be completed within the normal eight (8) hours, a

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meal will be provided and overtime will be paid at the rate of one- and one-half (1 1/2) time for hours worked, Monday through Friday and double time for weekends and public holidays.

- 15.2 A meal will only be provided if the Employee works at least two and a half (2 1/2) consecutive hours beyond the normal eight (8) hours.

Pay Day Break

16. It is agreed that in addition to an Employee's lunch hour, a banking hour shall be granted once per month, as scheduled by and at the discretion of the Supervisor. Time must be taken within five (5) working days of pay day and shall not be retroactive or accumulative.

Break Periods

17. Employees are entitled to two (2) fifteen (15) 19minute break periods, one (1) in the morning and one (1) during the afternoon. Breaks should be approved by the Supervisor/Department Head. The employee is not allowed to leave the premises during these periods.
18. Break periods are not cumulative or retroactive and should not be used at the beginning or end of a work day, or taken in conjunction with the lunch period, unless at the discretion of the Supervisor.

Extended Business Hours

19. Extended Business hours apply to day workers only.
20. When the Employer deems it necessary to expand its business hours outside the normal working hours for a temporary period, this shall be called Extended Business Hours. In order to enhance services offered and to provide greater efficiency, the Employer and the Union agree to establish Extended Business Hours to include Saturdays.
21. Persons hired before December 31, 2005, who are required to work on a Saturday, will receive a shift premium of eighty dollars (\$80) for every Saturday they work.
22. Persons hired with effect from January 1, 2006, will not be entitled to the shift Premium as this should be a part of their terms of employment.



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Flexible Work Schedule

- 23. When an Employee makes a request in writing for a special eight (8) hour work day, he/she shall be allowed to work under the Flexible Work Schedule, with the approval of the department head.
- 24. A Flexible Work Schedule is by choice; and it is intended to benefit the Employee. At the expiration of the request, the employee shall return to his/her normal working hours.
- 25. The Flexible working hours shall range between 7:00 a.m. to 10:00 p.m. and the working periods shall be as follows:

24.1	7:00 a.m.	to	3:00 p.m.;
24.2	7:30 a.m.	to	3:30 p.m.;
24.3	8:00 a.m.	to	4:00 p.m.;
24.4	8:30 a.m.	to	4:30 p.m.;
24.5	9:00 a.m.	to	5:00 p.m.;
24.6	9:30 a.m.	to	5:30 p.m.;
24.7	10:00 a.m.	to	6:00 p.m.;
24.8	10:30 a.m.	to	6:30 p.m.;
24.9	11:00 a.m.	to	7:00 p.m.;
24.10	11:30 a.m.	to	7:30 p.m.;
24.11	12:00 p.m.	to	8:00 p.m.;
24.12	12:30 p.m.	to	8:30 p.m.;
24.13	1:00 p.m.	to	9:00 p.m.;
24.14	1:30 p.m.	to	9:30 p.m.; and
24.15	2:00 p.m.	to	10:00 p.m.



Half Day

- 26. For the purpose of attendance, Half Day shall be considered four (4) consecutive hours after commencing work.

Time and Attendance

- 27. As the University maintains multiple campuses, the use of an effective time and attendance system may be used to enable the University to better manage the utilization of its employees' time and talents.

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ARTICLE 6 – OVERTIME

1. The Employer and the Union agree that, due to the nature of the University's operations, it may become necessary for the Employer, from time to time, to request its employees to work beyond the assigned eight (8) hours.
2. Whenever operational conditions require an employee to work in excess of the agreed eight (8) hours per day or forty (40) hours per week, he/she shall be paid overtime at a rate of one- and one-half (1 ½) times their basic rate of pay and twice the basic rate after 10:00 p.m.
3. An employee shall be paid twice the basic rate if required continuously five (5) hours beyond or after the agreed hours of work. The twice basic rate will only be paid for those hours beyond the continuously fifth hour.
4. Where an employee is required to work on his/her day off, or on a public holiday, he/she shall be paid twice his/her basic rate of pay for all such hours worked.
5. Each employee shall be given equal opportunity to work overtime once they have demonstrated satisfactory attendance, punctuality, and performance; however, Overtime may not be mandatory for any Employee. In instances where overtime is needed but not agreed to by the Employee, provisions of relief shall be assured.
6. The Employer recognizes the rights of all members of the Bargaining Unit as having first preference to be rostered to work during Extended Business Hours. The Union agrees that in instances where an Employee has been made the offer to work and declined, Employees from another department shall be given the opportunity to work Overtime. Temporary or Part-time Employees may be assigned to work Extended Business Hours.
7. Employees who are approved to work Overtime by their immediate Supervisors or Unit Heads shall be paid for all Overtime worked. Upon submission of the application for Overtime, the Employee shall receive payment no later than the following month's pay period. The Employee may also receive a copy of all overtime forms submitted on his/her behalf for payment of overtime.
8. Employees shall have the right to grieve any discrepancies noted on the Overtime forms submitted for payment in accordance with Article 42 Grievance Procedure.



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Meal for Overtime Worked

9. A meal shall be provided to all Employees who work overtime in excess of two and a half (2 1/2) consecutive hours after their normal working hours. A meal shall not exceed twelve dollars (\$12).

ARTICLE 7 – PROBATION

1. All new Employees hired by the Employer shall be under Probation for a period of six (6) months commencing with the first date of employment. While under Probation, an Employee may be terminated and shall have no recourse to the provisions of this Agreement.
2. During the probationary period, every effort will be made by the immediate Supervisor/Unit Head to monitor the performance of the Employee, and at least one (1) written Performance Appraisal shall be completed by the Supervisor at the completion of the third month of the probationary period.
3. The employee may have his/her probationary period extended by an additional three (3) months if his/her performance, attendance, or punctuality is unsatisfactory during the period of probation.
4. The VP, HR, shall inform the Employee of his/her status with the Employer. Failure to inform any probationary Employee of his/her status after the expiration of the probationary period/extension of-probation, within one (1) month, shall result in such Employee being automatically confirmed in his/her position.
5. An employee whose probationary period was extended and is confirmed, the date of the appointment will take effect from the date of the assumption of duty of the original probationary period.

ARTICLE 8 – TEMPORARY EMPLOYEE (REGULARISATION)

1. An employee who is being engaged in a permanent position following one year as a temporary employee and who is being assigned to similar work, would not be required to serve a probationary period, provided his/her performance was satisfactory over the temporary period. However, in dissimilar work, the employee will be required to serve a six (6) month (6) probationary period before being confirmed into the post.



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2. With the exception of persons who are hired for specific projects which may exceed one year in duration, no employee shall continue to be classified as temporary for a period in excess of one year. If an employee is found to be so classified after one year, they shall automatically be reclassified as a permanent employee, providing their performance is satisfactory during the temporary period.
3. Where a Temporary Employee becomes permanent after a continuous period, years of service with the University will be retroactive to the first day of Temporary Employment, provided the employee was engaged as a temporary employee in a permanent position.
4. The University shall inform the Union when persons who were hired as Temporary Employees are moved into permanent positions.

ARTICLE 9 – PART-TIME EMPLOYEEE

1. With respect to Part-time Employees, Sick Leave shall not exceed ten (10) working days per annum at the rate of full-pay and is non-accumulative.
2. Part-time Employees shall be entitled to annual Vacation Leave as set in the Employment Act.

ARTICLE 10 – PERFORMANCE REVIEW

1. 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 three (3) times per year
2. The Employer and the Union consider the proper evaluation of the performance of Employees an indispensable aspect of the Management process and being vital to the development of individual employees' full potential, thereby enabling them to perform their jobs efficiently.
3. When a formal review of an employee's performance is made, the employee concerned shall be given the opportunity to discuss and then sign the review form in question, to indicate that its contents have been read and understood. The employee shall also be given the opportunity to provide written comments to be attached to his/her performance appraisal.
4. The employee shall be permitted up to fourteen (14) days from the time he or she is presented with the review form to provide his or her signature and written comments.



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5. After two months following the due date, any failure of the Employer to complete the annual assessment of the employee, shall result in the employee being awarded an automatic annual increment.
6. After the employee has signed the performance appraisal, no further written comments shall be added. The employee shall receive a copy of their signed Performance Appraisal with all relevant signatures.
7. The employee may use the grievance procedure to correct any inaccuracies in his/her performance appraisal.
8. The formal review of an employee's performance shall also incorporate an opportunity for the employee to state his/her career development goals and that every effort be made to develop the career potentials of each individual through In-Service Training, Retraining, or any other facets of career development which may be available.

ARTICLE 11 – INCREMENTS

1. The Incremental date for all members of the Bargaining Unit will be August of each year.
2. Increments will be awarded to deserving Employees on an annual basis, provided their overall performance during each year meets the objectives for the accomplished period.
3. All Employees under the Bargaining Unit shall be eligible for an Increment after one (1) year of service.

3.1 Supervisors must assist their Employees in improving the level of performance. Should the Supervisor fail to meet with the Employee as stipulated in Article 10, or fail to discuss and document the deficiencies, if any, with the Employee during the Review period, the annual Increment shall be automatically awarded within two (2) months thereafter with no less than minimum performance. The performance evaluation should be completed and forwarded to the Human Resources Department for further processing.

3.3 Decisions regarding payment/non-payment of Increment will be communicated to the Employee by the Human Resources Department.

4. Employees in the Bargaining Unit who are on Paid Study Leave are eligible to receive their annual Increment once minimum academic performance standards are maintained as outlined in the terms and conditions of the Bond Agreement, (i.e., submission of a progress report and transcript of courses each semester).



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5. Employees at the maximum of their Salary Scales, with at least a minimum rating will be awarded a lump sum payment equivalent to one (1) year's Increment in accordance with the agreed Salary Scale.
6. Employees receiving a rating of Exceeds or Far Exceeds, will be awarded merit pay in accordance with the Staff Performance Evaluation Form.

ARTICLE 12 – PROMOTION

1. The Employer and the Union recognize the importance of maintaining the highest level of efficiency. Employees under the bargaining unit will be promoted based on the recommendation of any two of the following persons listed under Schedule II of this Industrial Agreement in the following manner:



- 1.1 A member of the Middle Management serving in the following capacity for the staff member can recommend that a promotion be made:
 - 1.1.1 Immediate Supervisor
 - 1.1.2 Head of Department
 - 1.1.3 Member of Middle Management (as per Schedule 1).
2. The final approval for promotion will be made by a member of Senior Management (as per Schedule 1).
3. The recommendations and approval for the promotion verified by the two signatures shall be forwarded to the Vice President, Human Resources, University of The Bahamas, who shall ensure that the recommendation is put into effect within 30 days of approval.
4. One (1) of the criteria for promotion is that selection would be made on the need, not only to fill existing vacancies but also to maintain high standards of productivity. Promotions will take into account qualifications, experience and merit, as well as seniority.
5. When an Employee is promoted the promotion shall take effect within thirty (30) days after the date of approval. In the case where a promotion was previously recommended but delayed by the employer, it shall take effect retroactive to the date of the approval by Senior Management and the employee shall be paid any outstanding salaries.
6. The Performance Management System Form will be the procedure for the basis of assessing experience and merit. Letters of commendation and other such indications of professional competence will be taken into account. Discipline and sickness records will also be factors for consideration.

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7. Decisions related to promotions shall be based on, but not limited to the following:

- 7.1 Qualifications
- 7.2 Experience
- 7.3 Ability
- 7.4 Efficiency
- 7.5 Job Knowledge
- 7.6 Merit
- 7.7 Seniority
- 7.8 Training
- 7.9 Physical Fitness

8. When employees are graded equally in every aspect, preference shall be given to the employee with the greatest seniority. Seniority ought not to be confused with experience and will only be a factor where employees are considered to be of equal ability and merit.

9. An employee who is unable to accept a promotion shall be superseded but shall remain eligible for consideration at the next promotional period.

10. No employee shall be placed on probation upon receiving a promotion.

ARTICLE 13 – TRANSFER

- 1. The University may make changes in posting or facilitate transfers according to the exigencies of the institution's needs or other circumstances.
- 2. An Employee who was transferred to another department for a period of three months or less will be evaluated by the past Supervisor.

ARTICLE 14 – EDUCATION AND PROFESSIONAL DEVELOPMENT

- 1. All employees are encouraged to improve their educational and professional standards and skills. While the Employer is prepared to initiate or facilitate educational training, employees shall be allowed to pursue other educational training opportunities of value both to the employee and to the Institution. All educational training for which the employee is seeking financial support must have prior approval before the employee commences the educational process.

When such leave of absence is approved for training or education, there shall be no break in service. The period of such Leave of Absence shall vary, and may be extended in special



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circumstances.

3. When an employee undertakes a course of study that is in their own interest and is not related to the work in their department, and for which the employer is not prepared to give financial support, they may be granted leave without pay. When such leave of absence is approved, there would be no break in service. The period of such leave of absence shall vary, and may be extended in special circumstances.
4. The Employer shall provide financial assistance for Employees who on a part-time or full-time basis wish to:
 - 4.1 Pursue approved courses or a specific programme of study at the University, or at another accredited Institution, up to the Bachelors level;
 - 4.2 Pursue an approved specific course of study up to the Bachelors level at another Institution, where the course of study either:
 - 4.2.1 Leads to professional certification not offered at the University; or
 - 4.2.2 Has a content that is outside the University's offerings.
5. At the beginning of a course of study, all formal programmes of study for employees must have prior **written** approval of the relevant Vice President in order for the Employee to receive reimbursement, Tuition Waiver or financial assistance.
6. In cases of approved time-off to attend classes (Day Release), before an employee is released for courses offered during normal work hours, the following conditions must be met:
 - 6.1 There must be foreseeable need for an employee with the type of training proposed;
 - 6.2 It must be convenient to spare the employee; and
 - 6.3 The employee selected must possess the potential for successful completion of the course.

Types of Assistance

7. It is agreed that assistance shall be given to Employees in the form of one (1) or more of the following ways for higher education studies (not for franchise programmes):

- 7.1 One Hundred percent (100%) Waiver of Tuition and fees for Employees attending the University. The employee will be bonded in accordance with policy.



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- 7.2 It is agreed that assistance shall be given to Employees in the form of one (1) or more of the following ways for higher education studies;
- 7.3 Fifty percent (50%) Waiver of tuition for employees (no bonding required);
- 7.4 Advance payment of Tuition and fees for Employees who have been approved by the relevant Vice President to attend other degree-granting Institutions;
- 7.5 Payroll deduction, (which must be agreed to by the Employee prior to enrollment);
- 7.6 Paid Study Leave;
- 7.7 Study grants;
- 7.8 Time off to attend classes;
- 7.9 Time off for study periods;
- 7.10 Travel grants;
- 7.11 Financial Assistance for graduate programmes
- 7.12 Warm clothing allowance, if applicable at a maximum of five hundred dollars (\$500.00);
- 7.13 Book allowance at a maximum of five hundred dollars (\$500); and
- 7.14 Fifty percent (50%) reduction in Tuition for Spouses.

Eligibility

8. All Full-time Employees who have been employed by the University for at least two (2) years and have been successful in gaining entry into a relevant programme on a part-time or full-time basis at the University or at another approved Institution.
9. In general, approval to attend another Institution will not be given if the programme is available at the University; however, special consideration shall be given on a case- by-case basis.

Tuition Reimbursement

10. It is agreed that Tuition Reimbursement will only be given for programmes and courses of study in the following instances.
 - 10.1 For courses taken at approved degree-granting Institutions other than the University, the Employer shall pay 100% repayment upon attainment of an 'A' or 'B' grade and 75% for a 'C' grade, provided that the course or programme is not offered at the University. Settlement of tuition fees will be made upon proof of completion of courses.



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10.2 For Online courses taken via Distance/Distributed Learning, 100% repayment upon attainment of an 'A' or 'B' grade and 75% for a 'C' grade. Settlement of tuition fees will be made upon proof of completion.

10.3 Tuition Reimbursement at the same level of tuition charged at the University provided that the course or programme is **offered** at the University but attempts to enroll in such course have proven unsuccessful (i.e., scheduling and/or oversubscription);

11. It is agreed that Employees who have been approved to pursue courses of study shall be granted two (2) days off from work, inclusive of the date of examination (

11.1 A progress report and transcript must be forwarded to the Human Resources Department, at the end of each semester.

12. It is agreed that employees who are enrolled in courses without the approval of the Employer shall apply for vacation or unpaid leave to write their examinations.

13. It is agreed that employees receiving study grants, reimbursement of tuition, tuition waiver, or time given off to attend classes will be bonded on a pro-rata basis. The duration of the bond shall be determined by the amount awarded in relation to their annual salary.

14. It is agreed that all employees who receive Paid Study Leave will be bonded to the University as follows:

14.1 One (1) Semester	Seven (7) months of service
14.2 One (1) Year	Eighteen (18) months of service
14.3 Two (2) Years	Three (3) years of service
14.4 Three (3) Years	Four (4) years of service
14.5 Four (4) Years	Six (6) years of service

15. In cases where employees do not complete their programme of study within the period granted for Study Leave (including extensions), and/or do not return to the University to resume their duties, shall be allowed to pay monies owing to the University over their stipulated bonded period together with interest at six percent (6%).

16. It is agreed that failure to comply with the stipulation as outlined in the bond document will result in legal action.

Professional Leave



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17. The University recognizes the need for staff to be afforded opportunities for Professional Development with pay and financial support where applicable, to attend professional meetings, conferences, seminars, and workshops, and to travel for professional activity.

- 17.1 Staff shall be eligible to apply for professional Leave with pay and/or financial support.
- 17.2 The University shall allocate a minimum of \$100,000.00 per Fiscal year to provide financial support for staff.
- 17.3 Staff shall be eligible for:
 - 17.3.1. Up to \$600 per year for events/activities within The Bahamas.
 - 17.3.2. \$2,500 maximum per trip – outside The Bahamas.
- 17.4 In places where the University is requesting the employee to engage in training abroad, the University shall pay 100% of said cost.
- 17.5 Professional Development assistance requested by the same employee will only be granted every other year for international purposes to a maximum of \$2,500.
- 17.6 Professional Development assistance requested by the same employee for assistance totaling a maximum of \$200.00 for local conferences will be considered every year.
- 17.7 When budgetary constraints apply, Staff members who continually request, and are granted assistance, will only be able to access training opportunities determined as appropriate.
- 17.8 Employees undertaking training paid for by the University shall be required to reimburse the institution the cost of training if the employee resigns within 12 months of completing the training.
- 17.9 Members of BPSU will be granted the right to audit the expenditure of these funds on a quarterly basis thereby ensuring the stated funds are properly allocated for BPSU staff members only.

Completion of Degree Increments

18. It is agreed that upon the successful attainment of a degree, and returned to work, if applicable, the Employee shall be awarded the following increment(s) on the agreed scales:

- 18.1 One increment shall be granted for an Associate's Degree.
- 18.2 Two (2) increments shall be granted for a Bachelor's degree;
- 18.3 Three (3) increments shall be granted for a Master's degree; and
- 18.4 In cases where an Employee's Salary Scale cannot accommodate the additional increment(s) as stipulated above the employee will receive a lump sum payment equal to the value of the increments stated above

18.5 The University shall provide ten percent (10%) discount on all items in the University's



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Bookstore including textbooks.

Waiver of Tuition for Dependent Children of Employees

20. It is agreed that waiver of tuition shall be available to Dependent children, of all Employees who meet the criteria.

It is agreed that all members having served the University in excess of two (2) years are eligible for waiver of tuition for their dependent children. The maximum number of dependents to receive this waiver is three (3).

- 20.1 Dependent children should be no older than twenty-five (25) years of age.
- 20.2 The benefit of this waiver expires after five (5) years for full time students.
- 20.3 The benefit of this waiver expires after eight (8) years for part-time students.
21. It is agreed that Dependent children of Employees with at least two (2) years of service who died in the service of the University or who have been medically boarded shall be entitled to waiver of tuition.
22. It is agreed that Dependent children of Employees who have retired shall also be entitled to waiver of tuition.
23. It is agreed that waiver of tuition will only be granted to students who maintain a Grade Point Average of 2.00 cumulative and higher. Each semester students must show evidence (transcript) of having maintained the required G.P.A.
24. It is agreed that this article cannot be applied retroactively with respect to reimbursement for courses done in the past.

Tuition Reduction for Spouses

25. It is agreed that Spouses of Employees who have been employed at the University for at least two (2) years, shall be eligible for Fifty percent (50%) reduction in Tuition at the University, contingent upon good academic standing. Spouses of Employees may enroll in classes on full or part-time basis.

25.1 Application for this benefit must be made in writing by the Spouse employed by the University;

Proof of eligibility should be provided at the time of the application; and



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25.3 If legally separated or divorced, entitlement to this benefit is null and void.

ARTICLE 15 – TRAINING

1. The Employer and the Union recognize and agree that all forms of training are important for the improvement of efficiency, discipline and good industrial relations and shall cooperate fully whenever possible in the formulation of training programmes related to the Employer's functions.
2. The Employer agrees that programmes for further training and retraining shall be offered to Employees to enable them to acquire new skills made necessary by technological changes and to enhance career prospects.

Cross Training

3. The Employer and the Union recognize and agree to a cross training programme. Such a programme will give the Employee an acquisition of new skills and opportunities and will ignite a new spirit that will enable the engagement of a wider range of tasks to enhance productivity.
4. It is agreed that clerical and select support staff members should be identified by volunteering or with the nomination of relevant department heads for cross training opportunities across relevant departments.
5. It is agreed that where possible such cross training might take place across portfolios with the agreement of the relevant Vice President in conjunction with the Human Resources Department.
6. It is agreed that the stints should extend for a minimum of three (3) months and should require clear guidelines for monitoring of performance and debriefing sessions with the staff members concerned.
7. It is agreed that if arrangements are mutually beneficial, opportunities for the extension of the programme should be explored and agreed by all involved.
8. The Employer shall notify the Union of its training and educational programmes and where possible shall invite the Union's participation and consultation in the development of such training and educational programmes.



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ARTICLE 16 – PAID LEAVES

1. The employer may grant to all employees a period of time off from work for various reasons. The leave benefit may be paid, partially paid or unpaid. Prior to proceeding on leave the employee must make the requisite application, which will not be unreasonably denied and will be subject to the exigencies of the University.
2. An Employee shall return to work immediately upon the completion of any leave of absence. Any failure to do so, extending beyond three (3) working days without notifying their supervisor/department head shall be considered a voluntary termination unless he/she had previously applied for and been granted an extension of leave from the Employer, or provides the Employer with a reasonable documented explanation.

ARTICLE 16 – SICK LEAVE

1. The Employer shall grant sick leave when an Employee is ill or incapacitated to a degree where he/she is unable to perform his/her duties. However, when an Employee is absent due to illness he/she is responsible for immediately, or as soon as practicable, reporting the reason for his/her absence to his/her Supervisor.
2. For monthly paid Employees, such leave shall not exceed twenty-two (22) working days per year on full pay and is non-cumulative.
3. Provided there is a reasonable prospect of eventual recovery, supported by medical certificates, sick leave in excess of twenty-two (22) working days may be granted on full pay to the extent of all full-pay leave due. After exhaustion of sick leave, or all full-pay leave due, seven-eighths (7/8) salary may be paid for sick leave for periods up to and inclusive total of six (6) months' absence from duty. In the event of more than six (6) months' Incapacity, sick leave on half (1/2)-pay may be granted up to a maximum of a further six (6) months. In the event of more than one (1) year's incapacity, unpaid sick leave may be granted up to a further six (6) months.
4. Any Employee who exhausts his/her entire eligibility for sick leave on full, seven eighths (7/8) and half (1/2)-pay shall be deemed permanently disabled and immediately be considered "medically boarded" and his/her service with the employer shall thereupon be terminated, if return to active duties cannot be confirmed by a **University approved** medical practitioner within 30 days.
5. An Employee, who is on extended sick leave, may at any time be required by the Employer to submit himself for medical examination by a university approved Medical Practitioner for the purpose of determining if there is a reasonable prospect of eventual recovery.

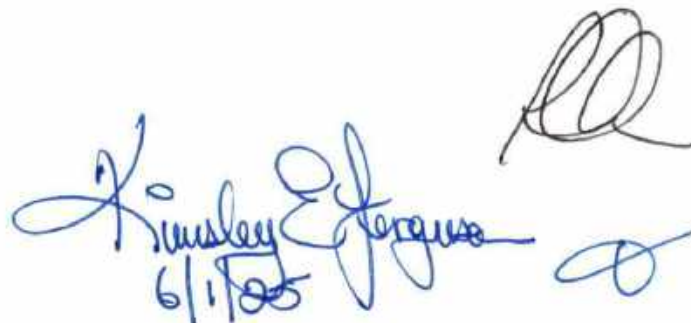


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6. Where an Employee is on extended sick leave at the end of a calendar year, he/she shall not be eligible for full-pay leave in respect of the ensuing year unless and until he/she first returns to active duty.
7. The Employer shall grant up to two (2) working days' sick leave without requiring the submission of a medical certificate up to an aggregate of eight (8) working days in a calendar year. However, the Employer reserves the right upon giving prior notice, if the circumstances require it, to require an Employee to produce a medical certificate after repeated absences even if he/she has been absent for less than two (2) days in any one (1) month. Any sick leave granted under this section shall be deducted from the total sick-leave eligibility.
8. In the case of sick leave extending beyond two (2) days, the Employee, immediately or within seventy-two (72) hours, shall furnish the employer with a statement from the attending physician stating that the Employee is medically unfit to resume his/her normal work duties during the days in question. The Vice President, Human Resources, may utilize security services to ascertain the whereabouts of an Employee.
9. Weekends and public holidays falling within a period of sick leave shall count as days of sick leave covered by the statement from the physician. However, such weekends and public holidays shall not be deducted from Employee's sick-leave entitlement.
10. Salary will automatically be deducted from an Employee's pay check when a medical certificate to cover his/her entire period of absence is not provided if he/she has been absent for more than two (2) consecutive working days.
11. A replacement for an Employee on sick leave shall be considered a Temporary Employee (see Article 8).
12. In cases where the Employee is returning from sick leave but must work in a limited capacity, the physician's statement must clearly state the work limitations and time frame. If the work limitation keeps the Employee from performing the duties for which he/she is contracted to do, the Employer would consider whether the Employee should have further sick leave or be medically boarded. No Employee will be allowed to resume work until the above requirements are fulfilled. Approval for an Employee to work in a limited capacity must be granted through the Vice President, Human Resources Department in consultation with Division head.
13. The pay during such leave shall be adjusted by the Employer pursuant to the provisions of the National Insurance Act.

ARTICLE 17 – MATERNITY/PATERNITY LEAVE




Kimberly E. Ferguson
6/1/25

1. All female Employees after the completion of one (1) years' service shall be granted fourteen (14) calendar weeks Maternity Leave for a continuous period including the week of confinement which shall be at full pay.
2. The Employee shall submit to her immediate Supervisor, such applications and certificates from a medical practitioner that confirms the date of confinement to establish the eligibility for the Maternity Leave benefit. Normally, full pay shall not be granted more than once every two years.
3. Pursuant to section 18(3) of the Employment Act, where an employee has been granted maternity leave and the date of confinement is a later date than the date stated in the certificate as being the date on which confinement was expected, the Employee's maternity leave shall be extended to include the period that elapsed between those dates.
4. No paid Maternity Leave shall be granted more than once every two (2) years, nor shall it be granted before an Employee has served for one (1) year.
5. Where an Employee has exhausted all Maternity Leave, she may qualify for Sick Leave provided a medical report is presented.
6. A replacement for an Employee on Maternity Leave shall be considered a Temporary Employee.
7. The Employer 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 Practitioner, steps shall be taken to adjust the Employee's working conditions and responsibilities.
8. Shift Employees may be allowed to work days only, during the last two (2) months of pregnancy and for the first two (2) months upon return to work.
9. An Employee returning from Maternity Leave shall have the same job classification that she had prior to Maternity Leave, unless otherwise agreed by the Employee or Supervisor/Unit Head and the Union.
10. Maternity Leave without pay may be granted where the employee is not eligible for paid leave.
11. Employees on Maternity Leave will be paid in accordance with the provisions of the National Insurance Act.



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Paternity Leave

12. All male Employees shall be eligible for a continuous period of four (4) weeks of paid Paternity Leave after one (1) year of full-time service.
13. If additional time is required beyond the four (4) weeks paid leave, vacation, special or unpaid leave may be considered.
14. Paternity Leave at full pay shall not be granted more than once every two (2) years.
15. To claim full benefits, Employees shall submit to the Human Resources Department through their immediate Supervisor/Unit Head:
 - 14.1 A letter requesting Paternity Leave acknowledging paternity.
 - 14.2 A Medical Practitioner's report confirming the pregnancy and the expected date of birth.
16. After the birth of the child, the Employee shall forward a copy of the birth certificate to the Human Resources Department.

ARTICLE 18 – ADOPTION LEAVE

1. Employees are eligible for paid adoption leave after one (1) year (12 months) of full-time service. Documentation providing evidence of the adoption should accompany the application for the Leave.
2. Normally, Adoption Leave at full pay will not be granted more than once every three (3) years. However, Employees with eight (8) or more years of service who have not previously been granted paid adoption leave may be considered for adoption leave at full pay once every two (2) years.
 - 2.1 Employees who adopt infants from zero (0) to nine (9) months of age are entitled to six (6) weeks of adoption leave.
 - 2.2 Employees who adopt infants from ten (10) months to five (5) years of age are entitled to three (3) weeks of Adoption Leave.
 - 2.3 Employees who adopt children over five (5) years old may apply for leave under the provisions in the Special Leave Policy.



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ARTICLE 19 – COMPASSIONATE LEAVE

1. If a death in the family of the Employee is that of a father, mother, grandparent, son-in-law, daughter-in-law, parent-in-law, foster parent, step parent, husband, wife, child, brother, sister or legal dependent, the University shall grant leave up to six (6) working days with pay.
2. If a death in the family of the Employee is that of a sister-in law, brother-in law, aunt, uncle, niece or nephew, the University shall grant leave up to a maximum of four (4) working days per calendar year with pay.
3. The fact of a death in family, as referred to in this Article does not entitle an Employee to the maximum of an absence of six (6) working or four (4) working days with pay, but only such period aside from the day of the funeral as is necessary to travel or to make requisite arrangements. In exceptional circumstances, The University may consider extending the maximum leave. In case of travel, up to an additional two (2) days may be granted.
4. Compassionate Leave must be applied for and taken prior to the burial but in special circumstances a portion of the leave may be granted after the burial.

ARTICLE 20 – SPECIAL LEAVE

1. The Employer may grant leave of absence with or without pay under special circumstances.
2. Applications for the grant of leave on the grounds of urgent private affairs, which include but are not limited to, flood, fire, other natural disasters, illness or domestic concerns in an employee's immediate family up to a maximum of ten (10) working days per year, may be granted. Applications must be accompanied by a statement of reason(s) and where possible, evidence of the emergency for which the leave is required must be provided. All information shall be treated as confidential and shall be subject to approval.
3. An Employee representing the country may be granted leave in addition to vacation leave for the purpose of taking part in a sporting or cultural event. The length of the leave will be determined by taking into account the number of days required for travelling to and from the place arranged for the event. Any extra days will be deducted from Vacation Leave.



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4. Employees who are appointed members of Government Boards and/or Committees may request time off from work with pay to attend such meetings. Such request shall be subject to prior approval of management on each occasion.

ARTICLE 21 – POLITICAL LEAVE

1. Upon written request, after ratification, the Employer shall grant a Staff Member unpaid leave of absence to be a candidate in national elections.
2. Normally, Staff shall give at least three months' notice for such leave.
3. A Staff Member may have up to six (6) months of unpaid leave prior to a national election.
4. Any Staff Member elected or appointed to Parliament may either choose to resign from the University or opt for unpaid leave of absence with no loss of rank.
5. The employee who is unsuccessful in their bid for election is entitled to assume their position after the election. They must resume duties within one (1) month after the election.

ARTICLE 22 – CASUAL LEAVE

The Employer recognizes that Staff at the Administrative level, who do not qualify for overtime pay, may have occasions to assist their employer which results in times of intense continuous work on given projects. Upon completion of work in excess of normal work schedules, the employee may apply for Casual Leave.

1. The requested period should not be for more than three (3) days per month, exclusive of weekends.
2. Casual Leave shall not exceed twelve (12) days in any calendar year. Only one (1) application shall be considered per month.
3. Request for Casual Leave shall be made on the relevant form, at least three (3) days in advance, of the leave to the relevant supervisor for their approval. The supervisor shall forward the approved application form to Human Resources Department. This process shall not take more than five (5) working days from the time of application.

4. Casual leave may not be added to or taken in conjunction with any other Leave.



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ARTICLE 23 – UNION LEAVE

1. Any Employee selected or elected as a delegate to any Labour/Industrial Relations programme pertaining to the affairs of the Union and necessitating a leave of absence, may be granted one to three (3) month's leave with pay at the discretion of the Employer.
2. Any Employee returning to work after paid or unpaid leave of absence granted under this Article shall be re-instated in his/her former position; or in the event that his/her former position is no longer available to a position consistent with his/her ability and previous experience and seniority, and his/her salary shall be the same as he/she would have been paid had he/she not been granted such leave of absence.
3. If a University staff member is elected to the Executive Office in the Union, they shall be entitled to unpaid leave upon request.
4. An employee nominated by the Union for educational purposes, shall be granted leave of absence for a period of not more than three (3) months. Payment for the leave granted under this Section will be at full pay; but only two (2) persons will be allowed off per year.
5. The Human Resources Department will grant a total of thirty (30) working days paid leave during each year of this contract for collective use by Union members to attend short Trade Union courses or seminars abroad. The number of employees to be released on each occasion is subject to the discretion of the Employer having regard to the requirements of its operation.
6. The Human Resources Department will allow up to fifty (50) working days paid leave per annum for the collective use by Union members to attend local Trade Union Seminars or courses with verification. The number of employees to be released on each occasion is subject to the discretion of the Employer having regard to the requirements of its operations.
7. When an employee returns to work after leave granted under this *Article 23, Union Leave*, consideration must be given to the position he/she held in the Union, and the position he/she may have attained had he/she not taken Union Leave.
8. Requests for leave of absence shall be made in writing to the Employer not later than four (4) weeks in advance of the effective date of the requested leave.



Kimberly E. Ferguson
6/1/25

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ARTICLE 24 – VACATION LEAVE

1. The entitlement for annual leave shall accrue after one (1) year of continuous service with the Employer.
2. The University shall grant up to five (5) working days of the first (1st) year's entitlement six (6) months after employment.
3. Vacation leave accrual will be governed based on the University's Vacation Leave policy.
4. Leave shall be taken subject to the operational circumstances and the Employer shall have the right to vary the leave dates by giving thirty (30) days' notice to the Employee affected prior to the date of commencement of the approved period and for reasons due to the requirement of the service.
5. Employees are eligible for annual paid vacation leave in accordance with the following schedule:
 - 5.1 Employees with one (1) to three (3) years of continuous service fifteen (15) working days;
 - 5.2 Employees with four (4) to ten (10) years of continuous service twenty (20) working days; and
 - 5.3 Employees with ten (10) or more years of continuous service twenty-five (25) working days.
6. Temporary Employees shall not be eligible for vacation but instead shall receive vacation pay in accordance with Section 13(2)(a) of the Employment Act – Part IV Vacation Leave.
7. Should a Government-recognized holiday fall within the period of the annual leave granted, it shall not be counted against the annual vacation entitlement.
8. Employees terminating their employment shall be paid the accrued vacation entitlement on a pro-rata basis up to the date of termination.
9. Any approved vacation leave if not taken when due, it is incumbent upon the employee to notify the supervisor of any changes in the requested leave, otherwise it shall be considered that vacation has been taken. The exception will be in specific circumstance where, through no fault of the Employee, the Employer was unable to grant the leave.

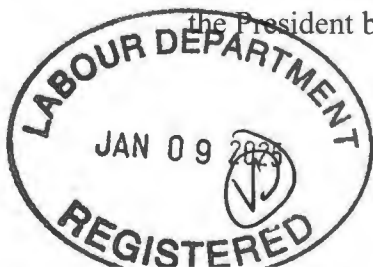


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10. Applications for vacation leave shall be submitted at least one (1) month prior to the date the vacation is due. In special circumstances, the Employer may accept applications on a date later than the period referred to above.
11. An Employee who falls ill while on vacation leave shall be eligible for sick leave with effect from the beginning of the certified incapacity. He/She shall first furnish the Employer with a statement from the attending practicing medical doctor stating that he/she is medically unfit for duty. A definite time period for illness must be given. The Employee shall not, however, be permitted, if he/she is within The Bahamas, to resume his/her vacation leave unless he/she first returns to work on the termination of the sick leave. If the sick leave extends beyond the approved vacation leave, the Employee shall return to work at the expiry of the sick leave.
12. An Employee who commences work no later than the fifteenth (15th) of the month shall be deemed to have worked a calendar month for vacation purposes.
13. Where an Employee has submitted a vacation leave request, which was approved in writing, but subsequently cancelled by the Employer in writing, and where an Employee suffers monetary loss as a result of non-refundable travel arrangements, the Employer shall reimburse the loss provided that the likelihood of such loss was made known in writing by the Employee not later than the time the vacation leave was cancelled. The Employee shall provide documentary proof of vacation arrangements in order to benefit under this Clause.
14. A replacement for an Employee on vacation leave shall be considered a Temporary Employee.
15. Employees who are on study leave shall not be entitled to vacation during the period of the study leave.

ARTICLE 25 – UNPAID LEAVE OF ABSENCE

1. Subject to the exigencies of the service, unpaid leave of absence without loss of benefits may be granted under exceptional circumstances. Applications for unpaid leave must be made within a reasonable time prior to the commencement of such absence, except in cases of emergencies or unforeseen circumstances.
2. Where leave is less than thirty (30) days, approval may be granted by the relevant Vice President; where leave is more than thirty (30) days, the application must be forwarded to the President by the relevant Vice President for approval.



Kinsley E. Ferguson
6/1/25

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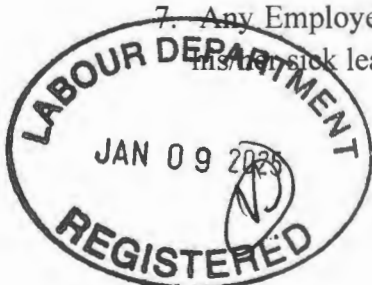
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ARTICLE 26 – VOTING LEAVE

1. Employees voting in a general election are entitled to time-off from work with pay for a duration of two (2) hours, in addition to the normal lunch hour.
2. Employees who are members of the Bargaining Unit voting in the Union's election are entitled to time-off from work with pay for a duration of two (2) hours, in addition to the normal lunch hour.
3. For scheduling purposes, time off to vote shall be made with the immediate supervisor at least two (2) days prior to the Election Day.

ARTICLE 27 – INDUSTRIAL INJURY

1. Any Employee who is injured on the job must immediately report same to his/her immediate Supervisor. The immediate Supervisor must report such accident immediately to the School/Department Head who will officially inform the Human Resources Department. Human Resources will inform the Union's Shop Stewards.
2. 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 Employer's Medical Insurance Plan.
3. When an Employee suffers a disabling work injury properly certified by a registered medical doctor, he/she shall be paid at his/her normal rate of pay from the first (1st) day after the work injury for a period not exceeding forty (40) weeks with no loss of sick leave benefits, provided that the injury was not caused by negligence of the Employee.
4. An Employee may at any time during his/her absence due to injury be required to submit himself/herself for medical examination by a medical practitioner as assigned by the Employer.
5. The pay during such leave shall be adjusted by the Employer pursuant to the provisions of the National Insurance Act.
6. When the Employee returns to work after recovering from the injury he/she shall be reinstated in the position he/she occupied at the time of the injury or given alternative work of a comparable nature without loss of pay or seniority.
7. Any Employee, who suffers an accident while on duty shall not have time deducted from his/her sick leave entitlement.



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8. A replacement for an Employee on leave because of industrial injury shall be considered a Temporary Employee.

ARTICLE 28 – SUBSTANCE ABUSE

1. The University and the Union are committed to ensuring and providing a safe working environment for all, and in turn expect all employees to report to work in a physically and mentally healthy state. The University takes a firm stand against drug and alcohol abuse and seeks to ensure that there is a drug-free, healthy and safe environment for the entire University community.
2. The University and the Union also recognizes that drug and alcohol abuse can have serious effects on an Employee's productivity and job performance and agree that employees with a substance abuse problem need to be assisted away from this reliance. Therefore, it is agreed that substance abuse or dependency should be diagnosed and treated at the earliest stage.
3. Whenever the University suspects that an employee may be involved in substance abuse and in an attempt to ensure the correct diagnosis, the University may require a drug/alcohol test. The cost of this initial diagnosis will be borne by the Employer. Any of the following situations listed below may warrant this test:



- 3.1 An employee's work performance or on-the-job behavior may have been affected in any way by alcohol or drugs.
 - 3.2 Credible information obtained from other employees based on their continuous observations of slurred speech, excessive physical and verbal arguments, confusion, disorientation, personality changes, or odor of marijuana or alcohol.
 - 3.3 An employee has been involved in an on-the-job accident resulting in property damage or personal injury requiring medical attention.
 - 3.4 An employee has been charged in association with drugs or alcohol.
4. If the diagnosis is positive for drug or alcohol addiction, the University will assume responsibility for rehabilitation treatment for a period not to exceed ninety (90) days. Should the treatment exceed ninety (90) days, the employee may use available sick and vacation leaves. Professional treatment can be either via the University's Counselling Department or an external professionally certified counsellor or psychiatrist. Monthly reports on progress of treatment shall be provided to the Human Resources Department.
 5. Treatment shall be allowed for a maximum of three (3) times. A recurrence after the third treatment may result in termination. The Employer shall be responsible for the cost.

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associated with the first two treatments only. If treatment is required on a third recurrence, the cost shall be borne by the Employee. Should the employee be unwilling to cooperate in this third instance, this will be considered as an act of self- termination.

6. In the event of a relapse, the University shall assume responsibility for the second period of professional treatment, either via the University Counselling Department or an external professionally certified counsellor. The period of this paid treatment shall not exceed ninety (90) days. After such period, a determination shall be made if the employee is fit to resume work.
7. Upon return to work, if further treatment is needed which requires absence or outpatient care, in either of the first or second period of treatment, the Chairperson/Director/Supervisor shall monitor the Employee's performance and productivity in the following manner for a period of six months:
 - 7.1 Observe and monitor performance
 - 7.2 Keep written records of the same
 - 7.3 Verbally counsel the employee; and
 - 7.4 Refer the matter to the relevant Dean/Vice President when no success is achieved from the above.
8. At the conclusion of the prescribed treatment period, the relevant Dean/Vice President will consult simultaneously with the Union, the Vice President of Human Resources, the Director of Employee and Industrial Relations and the Chairperson/Director/Supervisor concerning further treatment, and/or counselling or assistance for the affected employee.
9. All information and records regarding treatment shall remain confidential.

ARTICLE 29 – HEALTH & SAFETY

1. The Employer acknowledges its primary responsibility of providing safe and sanitary working conditions as well as safety training for its Employees. The Union recognizes that the Employees also share responsibility in this respect and hereby gives the Employer its assurance to cooperate with and assist in enforcing among the Employees, the safety and health regulations of the Employer.
2. The Employer shall select, with the Union's assistance, a minimum number of Employees to perform in addition to their normal duties, First Aid Duties as may be required. The Employer shall undertake to provide First Aid training for those selected and provide First



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3. The Employer shall carry out Fire Drills twice per year at each location housing ten (10) or more Employees. The Employer agrees to equip all buildings with fire extinguishers, which shall be checked periodically.
4. It is recognized that some events are beyond the Employer's control and temporary hardship may occur. However, Employees shall not normally be required to work under unsafe or unsanitary conditions.
5. The Employer will appoint a working Health and Safety Committee that will include two (2) Management and two (2) Union-nominated representatives. The purpose of this Committee shall be to promote and ensure the comfort, safety and health of the Employee at the work place (job site).

Health and Safety Committee

6. The Committee will review and investigate the job site so as to prevent accidents and illnesses. In pursuit of this, the committee shall:
 - 6.1 Receive and review the Employer's accident, injury and job-related illness reports pertinent to the Committee's investigation and make recommendations to prevent recurrence;
 - 6.2 Receive and investigate complaints regarding unsafe and unsanitary working conditions and make recommendations to resolve such complaints; and
 - 6.3 Review and investigate medical and absence reports on Employees who regularly report sick.
7. All reviews and investigative reports shall be held in strict confidence.
8. The University shall:
 - 8.1 Provide adequate and safe working shelters for security officers; and
 - 8.2 Provide adequate transportation for the Security Department to be mobile between campuses.
9. Safety equipment and protective safety clothing shall be provided and maintained when it is deemed necessary by the University 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, lab coats and protective footwear.



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10. When an Employee in good faith believes that he/she is being required to work under unhealthy and unsafe conditions, he/she shall notify his/her Supervisor who shall cause the matter to be immediately investigated. The Supervisor will communicate to the Employee the results of such an investigation and, if deemed necessary, the steps that shall be taken to correct the condition.
11. In the event of any natural disaster, Employees will be allowed adequate time off to secure their property.

ARTICLE 30 – SMOKING

1. The University is committed to providing its Employees with a smoke-free work environment to protect the health, welfare and comfort of Employees from the adverse effects of tobacco smoke from cigarettes, cigars, and pipes. However, it is recognized that as some employees may have the need to smoke, the following arrangements have been made to meet these needs.

Smoking Areas

2. Smoking is allowed in the following areas:
 - 2.2 Parks;
 - 2.3 Parking lots; and
 - 2.4 Playing fields.

Non-Smoking Areas

3. Smoking is prohibited within all University buildings, including meeting rooms, laboratories, classrooms, offices, elevators, auditoriums, foyers, reception areas, rest rooms, dormitories, libraries and other common-access areas. Smoking is also prohibited in the cafeteria, other lounge areas, and all areas where a safety hazard exists, such as storage and hazardous materials handling areas. Smoking is prohibited in all University vehicles used for transporting employees, supplies or any other use. Smoking is prohibited in the Security Guard booths.

Non-Compliance

4. Complaints about employees smoking in non-smoking areas should be directed to the VP, Human Resources.



Kimley E. Ferguson
6/4/25

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5. Employees who fail to comply with the Smoking policy will be disciplined according to subsection four (4) Article 44 Disciplinary and Discharge procedure.

ARTICLE 31 – HEALTH AND LIFE INSURANCE PLAN

1. The Employer agrees to make available and manage a Health and Life Insurance Plan for its Employees in the Bargaining Unit. This Plan shall include Dental and Vision coverage at no cost to the employee for single coverage.
2. The Employer shall provide and pay sixty percent (60%) of the Health, and Life, Insurance Plan existing at the University for employees in the Bargaining Unit and forty percent (40%) by the employee. Employees are to assume the cost of covering their Spouses and Dependents.
3. The Employer shall pay one hundred percent (100%) of the Health and Life Insurance Premium (of the University's Plan) for the following employees.
 - 3.1 Security Officers;
 - 3.2 *Designated Cashier*/Bank Depositors;
 - 3.3 Employees with thirty years (30) or more years of continuous service;
 - 3.4 Messengers

All employees who are part of the medical insurance plan are required to complete a mandatory annual physical examination.

4. The life component of the Group Medical Plan shall be \$50,000 in basic life plus the provision for Accidental Death and Dismemberment.
5. The Union shall be included as a part of the discussions and decisions regarding renewal of the Health and Life Insurance Plan.
6. The Employer will consult the Union on any proposed changes in the Group Insurance Plan.

ARTICLE 32 – HAZARD PAY

1. All Employees performing special duties under adverse conditions shall be given hazard pay in addition to their regular salary as follows:
 - 1.1 While operating heavy duty equipment such as, a jack hammer, heavy duty chipper, and the floor scrubbing machine and those exposed to hazardous chemicals @ \$3.75 per hour.



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- 1.2 When working at heights from 8 feet up to 30 feet above ground level \$2.75 per hour.
- 1.3 When working at heights over 30 feet above ground level \$3.00 per hour.
2. Payment for such work will only be made when properly assigned and verified by the immediate Supervisor.
3. Employees who are required to work during disaster periods such as hurricanes or fires should be paid at the rate of double time for all hours worked.

ARTICLE 33 – INCENTIVE AWARDS

1. The Union and the Employer agree with the principles of an Incentive Bonus Plan and shall continue to pursue ways of recognizing exceptional services performed by the University's employees. The selection of such employees will be based on specific criteria, such as suggestions by employees who save the Institution money.
2. Incentive Awards may include such things as gifts and honoraria for:
 - a. Persons who have no recorded absences for an entire calendar year of employment,
 - b. Employee-of-the-Quarter,
 - c. Employee-of-the-Year.
3. Employees who have completed over ten (10) years of service with the University shall be given a certificate and a pin commemorating this milestone. These employees shall be eligible for 15% discount from any UB fund-generating services such as Chapter One Book store, CHMI/CATS Fine Dining, Grab-N- Go and the cafeteria.

ARTICLE 34 – ALLOWANCES

Per Diem

1. Whenever an employee is selected to travel on official business for the University within or outside of The Bahamas a per diem allowance will be given.
2. In the case of travel to places outside of The Bahamas, the actual hotel rate shall be paid in addition to a per diem of one hundred dollars (\$100.00) per day, which is to cover meals, laundry and sundry expenses.



Kinsley E. Ferguson
6/1/25

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3. In the case of travel to places within The Bahamas, a per diem of eighty dollars (\$80.00) per day will be paid to cover meals, laundry and sundry expenses.
4. Whenever additional expenses are incurred above the amount advanced, receipts must be produced to receive refunds, except for per diem costs.

Mileage

5. Any employee with approved authorization to use his/her personal transportation for the purpose of conducting the Employer’s business shall be given a mileage allowance. This allowance will be based on what is presently enforced throughout the University which is three dollars (\$3.00) per mile.

Uniform Allowance

6. For Security Officers, the University shall provide uniforms, every year, consisting of:
 - 6.1 Military Boots/Shoes (chosen by the Director); (1 pair yearly)
 - 6.2 Summer and winter uniforms, consisting of shirts and pants/skirts; (3 Summer/2 Winter = 5 total)
 - 6.3 Water Boots; (1 every five years) and
 - 6.4 Raincoats (1 every five years)
7. The Employer will provide uniforms for the following units:
 - 7.1 Janitorial - five (5)
 - 7.2 Maintenance - five (5)
 - 7.3 Media/Office of Information Technology and related departments - five (5)
 - 7.4 Messengers – three (3)
 - 7.5 Warehouse delivery drivers – five(5)
 - 7.6 Lab technicians to be provided with the necessary PPE



Acting Appointment

An acting appointment is an assignment given in writing, from the relevant Vice President, to an employee deemed capable of performing the full duties and assuming the full responsibilities of a vacant higher position, or the replacement of an employee who is on authorized leave of any kind, or a vacancy arising until it is filled on a permanent basis.

8. Whenever the need arises for any employee to act in a more senior position, the appointment will be for periods of 10 or more days.
9. An employee appointed to act in excess of one (1) year in a senior position shall be confirmed

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to that position except in the case where there is a substantive holder of a position who is temporarily absent from duty.

10. An employee has the right to accept or reject acting in a senior position without punishment.

Acting Allowance

11. Acting Allowance is paid to an employee who is appointed to act in a higher post, and he/she shall receive the difference between the two salaries of the higher office along with any other allowances related thereto.
12. The acting allowance will be paid from the date on which the employee assumes the duties of the acting appointment up to the date the appointment comes to an end.

Additional Duties

13. Additional duty allowance will be paid to an employee when they have been assigned to take charge of some of the duties of another employee in addition to their own, and the two posts are separate positions. In this instance the officer shall be paid an additional duty allowance for five (5) days or more.
14. Additional duty allowance must be assigned by the Supervisor and agreed by the relevant Vice President. Prior approval for the employee must be in writing and agreed with the employee. This approval must state a specific time period within the calendar year for the assignment of the additional duties being performed by the employee.
15. When the need arises for an employee to take on additional responsibilities, of a person in an equivalent or senior position, which are not directly relevant to his/her job description, for a minimum period of five (5) days or more the employee shall be paid an allowance of two hundred dollars (**\$200 per month**).
16. Due to emergency situations when an employee unavoidably performs additional duties, this employee shall approach their relevant Vice President themselves for written approval. This act will not be deemed as insubordination towards the Supervisor.
17. An employee has the right to accept or reject additional duties to their job descriptions without punishment.



Kinsley E. Ferguson
6/1/05

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ARTICLE 35 – REDUNDANCY, LAYOFFS & SHORT TIME

1. Whenever the effects of economic conditions and/or technological changes are considered by the Employer to warrant a reduction in its usual work force, the Employer agrees to consult the union and that the following shall take place:
 - (a) Where the Employer contemplates that twenty or more employees will be dismissed because of redundancy, prior to dismissing those employees, the Employer shall inform the Union in writing giving particulars of the situation giving rise to such contemplation; (1) the reasons for the dismissal contemplated and the facts relevant to those reasons; (2) the number and category of persons likely to be affected; and (3) the period over which the dismissals are likely to be carried out.
 - (b) Not later than one week prior to any employee being dismissed, the Employer will consult with the Union on: (1) the possible measures that could be taken to avoid or mitigate the adverse effects of the redundancy including but not limited to re-employment in accordance with section 26C of the Employment Act; (2) the appropriate method of selection of employees to be dismissed because of redundancy, taking into account seniority, the needs of the business and the principles of good industrial relations practice; (3) the procedures for dismissal, including the period of time over which the dismissals are to take place; (4) any measures that the employer might be able to take to find alternative employment for those who are to be dismissed.
 - (c) The Employer consult with the Minister in writing no less than two weeks of the contemplation and give notice of: (1) the reasons for the dismissals; (2) the number and categories of employees to be affected; and (3) the period of time over which the dismissals are likely to be carried out.
 - (d) The Employer shall notify the affected employees after all consultations have concluded.
 - (e) Where the Employer contemplates that less than twenty employees will be dismissed because of redundancy, the Employer shall comply with the provisions of paragraphs (1) (a) – (d) of this Article. The Employer shall also consult with the Minister in writing no later than one week prior to any employee being dismissed.

1.1 Every effort shall be made to relocate staff so affected to other departments of the University whenever/wherever suitable vacancies are available; and the Employer shall undertake to provide such training as is necessary prior or subsequent to assignment of

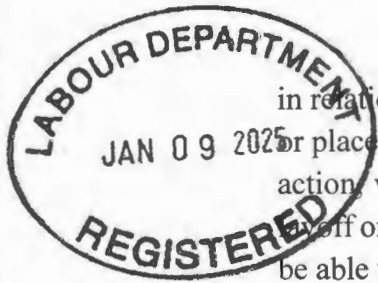


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- 1.2 In all such cases the Union shall cooperate with the Employer so that the necessary training shall be provided and staff relocations accomplished as quickly as circumstances allow.
- 1.3 When the Employer is unable to relocate an employee or when the Employer terminates the service of an employee as a result of the introduction of mechanization, technological methods or amalgamation of services, the employee is entitled to sixty (60) days' notice or pay in lieu of notice along with redundancy pay.
- 1.4 Recruitment of new employees in any area shall only be carried out where persons who have been declared redundant are not qualified to fill vacant positions. Recall shall be in order of seniority.
- 1.5 The principle of the "last in, first out" based on service with the Employer shall be applied, and the employee with the least service shall be made redundant first; except where the Employee has made a significant contribution to the university.
- 1.6 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.
- 1.7 The amount of pay entitlement due shall be based on the length of actual service with the Employer and shall be computed on the basis of the employee's rate of pay at the time of redundancy as follows:
- 1.7.1 One (1) to five (5) years - two (2) weeks for each completed year;
 - 1.7.2 Six (6) to eight (8) years - two (2) weeks for each completed year up to a maximum of twenty-four weeks' pay;
 - 1.7.3 Nine (9) to Twelve (12) years – two (2) weeks for each completed year up to a maximum of thirty-two weeks' pay;
 - 1.7.4 Thirteen (13) to (20) years - two (2) weeks for each completed year up to a maximum of fifty-two (52) weeks' pay;
 - 1.7.5 Twenty-one (21) or more years three (3) weeks for each completed year up to a maximum of fifty-two (52) weeks' pay.
- 1.8 Where the Employer intends to layoff or place on short time more than twenty employees, the Employer shall consult the Union not later than two weeks prior to the contemplated layoffs or placement on short time. Where there are less than twenty employees to be affected, the Employer shall consult the Union not later than one week before the contemplated layoffs and placement on short time. The consultations shall be



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in relation to (1) the proposed method of selecting the employees who are to be laid off or placed on short time; (2) the proposed method of carrying out the layoff or short time action, with due regard to any agreed procedure, including the period over which the layoff or short time action is to take place; and (3) any measures that the Employer might be able to take to find alternative employment for those who are to be laid off or placed on short time and to mitigate for them the adverse effects of being laid off or placed on short time.

ARTICLE 36 – TERMINATION PAY

1. Where the services of a Full-time, permanent employee is terminated by the University, as specified in Article 35- sub-section 8, Redundancy, the Employer, after consultation with the Union will determine any entitlements that the employee is due.

ARTICLE 37 – EMPLOYEE ASSISTANCE PROGRAM

1. The Employer recognizes that problems not directly associated with the employee's job function can affect an employee's job performance. The Employer believes it is in the interest of the employee and the University to provide a voluntary Employee Assistance Programme, for referral of family, emotional, financial, medical, and legal or other personal problems.
2. Records pertaining to an employee's participation in the Programme shall remain confidential.

ARTICLE 38 – EQUALITY OF RIGHTS

1. The Employer shall pay the same salaries to both male and female employees in accordance with job classifications and salary scales.
2. The Employer shall extend the same job opportunities to both male and female employees and shall expect both to accept the same level of responsibilities.
3. Employees shall enjoy rights under this Agreement regardless of gender, age, colour, racial, ethnic or national origin, religious or political affiliation, physical disability or marital status, HIV/AIDS, sexual orientation, or Covid-19.

ARTICLE 39– PRE-RETIREMENT and RETIREMENT

1. The Employer will notify the Employee and the Union whenever an Employee in the Bargaining Unit approaches Retirement Age and is to be retired.



Five (12) months prior to the retirement date, a member of the Human Resources Department will notify and discuss with the Retiring Employee details of his/her pension options and entitlement.

3. Twelve (12) months prior to the retirement date, an Employee may request from his/her department head to discontinue working night shifts and work days only, Monday through Friday.

Retirement

4. The normal retirement date for staff shall be on attaining their 65th birthday. Staff shall be eligible to retire on attaining 30 years of service in a pensionable office.
5. Staff may apply for Early Retirement at age 55 years with a reduced pension benefit.

ARTICLE 40 – PENSION PLAN

1. The Employer agrees to make available and manage a Pension Plan for its Employees in the Bargaining Unit. The University shall establish a defined contributory pension scheme whereby both the employee (as defined in the said scheme) and the University shall be responsible contributing.
2. The Employer shall pay one hundred percent (100%) of the cost of the Administrative fees of this said Pension Scheme existing at the University for employees in the Bargaining Unit. These payments should be defrayed from the General Account as per Article 10:1 of the University of The Bahamas Act 2016.
3. There shall be payable out of the Consolidated Fund in respect of an employee of the former institution with ten or more years of pensionable service at the date of the commencement of this Act, the pension, gratuity or other like allowance payable out of the Consolidated Fund in accordance with Section 23A of the Pension Act Chapter 43 in respect of total service under the former institution and with the University taken together and such service shall be reckoned as continuous for purposes of calculating pensions, gratuities and other like allowances.
4. The Union shall be included as a part of the discussions and decisions regarding renewal of any administrators of the Pension Scheme.
5. There are three categories of Membership for the UB Pension Plan.

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- a. Category A – mandatory for all UB employees with less than 10 years of pensionable service who are not on a contract with gratuity as of the Transition date.
 - b. Category B – Mandatory for all new hires by the University who are not on a contract with gratuity.
 - c. Category C – Voluntary for all other employees of the University.
6. The Plan Summary is available in the Employee Pension Information Booklet which outlines the benefit and rules of the Pension Plan.
7. The Employer will consult the union on any proposed changes in the pension scheme.

ARTICLE 41 - COMMUNICATION AND CONSULTATION

1. Changes in policy of the Employer shall be effected having regard to the need for Employer efficiency and the interest of the Employees. The Employees' Union and Employer shall cooperate and consult with each other with respect to any proposed change(s) in policy.
2. The Union and Employer shall cooperate and consult each other with respect to any proposed change(s) in policy that may affect either party's interest or efficiency.
3. The University will give advance notice of at least three (3) months to the Union of proposed changes to the conditions of employment, where reasonable and practicable, to allow consultation and/or negotiation with the representatives of the Union.
4. The Employer shall use its best efforts to establish appropriate communication channels among Employer, Employee and Union in order that all parties may be effectively apprised of matters of mutual concern relative to its daily business.

ARTICLE 42 – RELATIONSHIP

1. The Employer agrees that there shall be no intimidation, interference, restraint or coercion exercised or practiced upon employees by Management Personnel; and that except for the purpose of carrying out the provisions of this Agreement, there shall be no Union activity on the Employer's premises during employees' working hours except as mutually agreed upon by the parties of this Agreement.

2. Authorized Union representatives may visit the property of the Employer for the purpose of conducting Union business; and before conducting such business, shall give reasonable



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notice to the Officer responsible for Industrial Relations, or in his/her absence, any authorized personnel. Such request shall not be unreasonably denied.

3. The Employer shall ensure that an electronic copy of the agreement is posted to its website within three (3) months after registration; further, that each school/department/unit is provided with two hard copies of the agreement and a reasonable number of hard copies to the union upon written request.
4. The Union shall be allowed to inspect the personnel files of the employees covered under this Agreement in the presence of the Employer's representative.

ARTICLE 43 – INDUSTRIAL GOODWILL

1. The Employer recognizes the importance of joint consultations and agrees to consult with the Union on matters that affect the working conditions and security of employment of employees covered under this Agreement within three (3) months in advance of any proposed action.
2. During the life of this Agreement both the Union and the Employer agree to abide by the dispute procedure provided for in the Industrial Relations Act, Chapter 350 or any statutory modification or re-enactment thereof for the time being in force.
3. The Employer shall not knowingly enter into any contract with any individual employee of the Bargaining Unit that has the effect of altering or re-negotiating any conditions of employment contained in this Agreement.

ARTICLE 44 – DISCIPLINE AND DISCHARGE

1. When discipline is warranted, it shall be prompt, exact and wholly defensible.
2. Breaches of discipline shall be classified as either major or minor.
 - 2.1 The penalties that may be imposed for infractions of Employer's Policies or accepted standards of performance, may be as follows:
 - 2.1.1 Verbal reprimands in the presence of a Union Representative or their designee;
 - 2.1.2 Written reprimand;
 - 2.1.3 Administrative Leave with pay (for investigative purposes);



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2.1.4 Suspension without pay;

2.1.5 Demotion; and

2.1.6 Dismissal.

3. Each case shall be weighed on its own merits.

4. Major breaches of discipline normally warranting immediate suspension or dismissal include (but are not limited to) the following:

- 4.1 Theft or removal without permission of property belonging to or in the care of the Employer;
- 4.2 Sleeping during assigned duty hours;
- 4.3 Drunkenness;
- 4.4 Initiating fights or acts of physical violence on the job;
- 4.5 Possession of illegal drugs and/or use of intoxicants on property of the Employer or conviction for dangerous drugs;
- 4.6 Unauthorized possession of firearms, weapons, ammunition or explosives on the Employer's property;
- 4.7 Malicious damage to the Employer's property;
- 4.8 Unauthorized lending or permitting the duplication of the Employer's keys;
- 4.9 Gross and unprovoked insubordination;
- 4.10 Willful neglect of duty;
- 4.11 Dishonesty;
- 4.12 Gambling or conducting other games of chance on the Employer's property;
- 4.13 Falsification of personnel, medical, or other records or the intentional omission of pertinent facts or perjury;
- 4.14 Criminal Convictions;
- 4.15 Falsifying testimony when accidents are being investigated;
- 4.16 Giving false or withholding pertinent information in making an application for employment;
- 4.17 Making false claims or misrepresentations in an attempt to obtain sick leave, accident benefits or National Insurance benefits;
- 4.18 Unauthorized entry into computer records;
- 4.19 Failure to report knowledge of robbery, fraud, theft or extortion or corruption;
- 4.20 Harassment and discrimination, as set out in Article 43;
- 4.21 Where the operations are continuous, a security officer leaving his/her post at the end of a scheduled shift before being relieved by his/her Supervisor or relieving Employee on the incoming shift;
- 4.22 Unauthorized use of the University's property for private work or performing private work during regular working hours;
- 4.23 Threatening, intimidating, coercing or interfering with Employees or



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- Supervisors at any time;
- 4.24 Breach of confidentiality, provided that this ground shall not include a report made to a law enforcement agency or to a government regulatory department.
 - 4.25 Misuse of the Intranet/Internet or email.
 - 4.26 Willful violation of the Employer's known policies and regulations;
 - 4.27 Unethical and unprofessional behaviour with regard to customers and staff. (Acts of discourtesy and outright rudeness or use of profane language).

Minor Breaches

- 5. Minor breaches of discipline or misdemeanors include (but are not limited to) the following:
 - 5.1 Acts which disrupt or interfere with the administration of the University;
 - 5.2 Repeated absence without permission;
 - 5.3 Repeated lateness;
 - 5.4 Causing disruption on the job;
 - 5.5 Insubordination;
 - 5.6 Harassment and verbal intimidation and abuse;
 - 5.7 Unauthorized use of the Employer's office equipment and supplies;
 - 5.8 Failure to carry out certain control procedures established by the Employer;
 - 5.9 Making or publishing false or malicious statements concerning any Employee, Supervisor, the University or its operations.

Procedure for Discipline for Minor Breaches

- 6. Minor infractions of the Employer's policies shall be dealt with in the following manner:
 - 6.1 On the first (1st) occurrences of any minor breach, a verbal warning shall be given to the Employee in the presence of a Shop Steward;
 - 6.2 On the second (2nd) occurrence of any minor breach, a verbal warning shall be given to the Employee with documentation provided to the Shop Steward, and a copy retained by the Department Head and Human Resources Department.
 - 6.3 On third (3rd) occurrence, a written warning shall be given to the employee with the understanding that any further minor breach will be treated as a Major breach and shall be addressed in accordance with the Major Breach in accordance with this article.
- 7. In case of a minor breach of discipline, the Employer 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.



Kinsley E. Ferguson
6/1/25

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Procedures for Discipline of Major Breaches

8. When a complaint regarding a major breach is formally lodged against an Employee, the immediate Supervisor/ Department Head, and Vice President, where applicable, shall investigate the claim, before any disciplinary action is taken against the employee.
9. The employee so concerned in any of these matters shall be advised in writing of the nature of the breach and the communication shall be copied to the union.
10. The employee may be placed on administrative leave, for investigative purposes for a period of not more than ten (10) working days.
11. Upon completion of the investigation, if the charges have been proven to the Employer's satisfaction, the Employer shall inform the Union before implementing one (1) of the following penalties:
 - 11.1 Issue verbal reprimands in the presence of a Union Representative or their designee;
 - 11.2 Given written reprimand, with copy to the union;
 - 11.3 Suspend the employee (without pay) for a period not exceeding fifteen (15) working days;
 - 11.4 Demotion; or
 - 11.5 Dismiss the employee immediately if in the Employer's view the circumstances justify such action.
12. The Employer has the right to immediately dismiss the Employee if the circumstances warrant immediate dismissal (i.e., acts of gross misconduct, violence or criminal conviction etc.)
13. Each employee shall have the right of representation in all cases of an accusation of violation of Employer Policy or charges made against him/her which may result in the above-mentioned penalties.
14. When an employee is issued one of the above-mentioned penalties, the Employer shall inform the employee and the Union in writing, setting out the reason(s) for the penalty and the Employee shall be given a reasonable opportunity to reply to the said notice.
15. The Vice President shall forward a written report to the VP, HR, within three (3) business days of the occurrence, detailing the date(s) in question, the nature of the infraction and any steps taken by the immediate Supervisor or Unit Head, where applicable.



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16. In the event that there is no need for disciplinary action:

- 16.1 A written statement shall be issued by the VP, HR, to the Employee and copied to the Union;
- 16.2 The Employee shall have his/her personnel file purged of all related documents, receive a written apology exonerating him/her and, in cases where salary has been withheld, receive full restoration; and
- 16.3 If there is any documentation on file, the Employee shall have the right to place the apology on his/her personnel file. It is agreed that the Union reserves the right to take such steps as are available under the provision of the Industrial Relations Act or any subsequent legislation.

17. No employee shall be disciplined or discharged except in accordance with this Article and for just cause.

ARTICLE 45 – GRIEVANCE PROCEDURE

- 1. It is agreed that the Union reserves the right to take such steps as are available under the provisions of the Industrial Relations Act or any subsequent legislation.
- 2. It is agreed that the Union shall be the sole representative of the employees within the bargaining unit for presenting any complaints to Management, listed in Schedule I, provided that such complaints or grievances have been first presented by the Employee to his/her immediate Supervisor as soon as possible.
- 3. Grievances must be documented in writing to the Vice President, Human Resources, as soon as possible. However, it is agreed that delays may arise due to location or other unavoidable cause. In these cases, the Union must document grievances on a timely basis but in any event not exceeding thirty (30) working days from the date the grievances occurred.
- 4. Grievances shall be dealt with in accordance with the following procedures:
 - 4.1 Stage 1: Union representative shall, in the first instance, discuss the grievance with the immediate Supervisor. The Supervisor shall be given up to three (3) working days in which to give his/her formal written reply;
 - 4.2 Stage 2: If a satisfactory solution is not arrived at, the Union may, within three (3) days following receipt of the written reply, request the Director, Employee & Industrial Relations officer, to arrange a meeting between the Union representative and the next appropriate level of Management. Such



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request shall include a complete statement in writing as to the nature of the complaint and the alleged violation. The decision of the Employer's representatives shall be confirmed in writing to the Union within one (1) week of the hearing;

- 4.3 Stage 3: If the matter is still not satisfactorily resolved, the Union may, within three (3) days of the receipt of such decision, request a meeting with the Executive Vice President or designee to discuss the matter further. The Union representatives at such meeting, not exceeding five (5) in number, shall include a member of the Executive Council of the Union, and the Employer's representatives shall not exceed five (5) in number including the Executive Vice President, or appointee. The final decision of the Employer shall be confirmed in writing to the General Secretary of the Union within five (5) working days; and
- 4.4 Stage 4: If the matter is still not satisfactorily resolved in Stage III, the Union may take such steps as are available under the provisions of The Industrial Relations Act chapter 321, or any subsequent legislation.

Management Grievance

5. If the Employer considers that any section of this Agreement is being misunderstood, misinterpreted or violated in any respect by the Union and/or employees may within thirty (30) days of becoming aware of an occurrence, which it claims demonstrates such misinterpretation or violation, file a grievance with the Union and discuss the matter in an effort to bring resolution.
6. If the matter is still not satisfactorily resolved the University may take such steps as are available under the provisions of The Industrial Relations Act chapter 321, or any subsequent legislation.

Union Grievance

If the Union considers that any section of this Agreement is being misunderstood, misinterpreted or violated in any respect by the Employer, it may, within thirty (30) days of becoming aware of such an occurrence, which it claims demonstrates such misunderstanding, misinterpretation, or violation, file a Grievance with the Employer and discuss the matter under the terms of this Article commencing at Stage 3.



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ARTICLE 46: UNIVERSITY STAFF APPEAL COMMITTEE

1. The University recognizes the right of employees to have the outcome of certain decisions and processes reviewed. Therefore, it is agreed that there will be a University Staff Appeals Committee, (USAC) to address such matters.
2. An appeal is a request for a decision to be reviewed in relation to:
 - 2.1 Unsuccessful application for Promotion.
 - 2.2 Unsuccessful Application for appointment to a vacant position.
 - 2.3 Unsuccessful Study Leave application.
 - 2.4 Decision(s) of Management for Discipline, Suspension or termination.
3. The University Secretary will serve as secretary to the University Staff Appeals Committee (USAC) who will:
 - 3.1 Receive all matters for the Committee's consideration;
 - 3.2 Make all necessary arrangements for the Committee's consideration;
 - 3.3 In the case of an appeal resulting from an unsuccessful application for appointment to an advertised vacant position, inform the successful applicant (who will be an existing University staff member) that an appeal has been lodged.
 - 3.4 Maintain documentation of said meetings and decisions; and
 - 3.5 Communicate decisions of the Committee to the person involved.
4. The USAC will comprise of:
 - 4.1 Chair appointed by the President;
 - 4.2 Two members of the Administrative Council;
 - 4.3 One BPSU Executive representative, with no prior involvement in the matter before appeal;
 - 4.4 The VP Human Resources (or nominee) will be notified of and may attend meetings of the USAC as an observer; and
 - 4.5 The Chief Shop Steward will be notified of and may attend meetings of the USAC as an observer, if he/she was not directly involved in the matter.
5. The following persons will **NOT** be eligible to be appointed as members of an Appeals Committee:
 - 5.1 President, University of the Bahamas;
 - 5.2 The staff member involved;
 - 5.3 The staff supervisor or manager;



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- 5.4 The Member of the Administrative Council responsible for the unit in which the staff works;
- 5.5 A member of the Committee whose decision is the subject of the appeal.

Procedures

6. All appeals must be in writing and presented to the Secretary of the University Staff Appeals Committee, no later than 10 working days after the date on which the staff member received written notification of the outcome being appealed. The appeal notification will:
 - 6.1. Set out the grounds of appeal; that is, describe the alleged procedural breach. (The obligation to establish procedural error lies with the staff member).
7. After receiving the appeal, the Secretary of the USAC will provide the Committee with copies of the relevant documentation including:
 - 7.1 The staff member's written appeal together with any supporting material relevant to the matter under review;
 - 7.2 The procedures followed by the relevant committee or Vice President or Supervisor (as the case may be) in considering the matter under review including the relevant policy;
 - 7.3 Documentation originally submitted by the staff member to the relevant committee in relation to the matter under review;
 - 7.3.1 The record of proceedings of the committee related to the matter under review;
 - 7.3.2 The written advice informing the staff member of the outcome of the proceedings of the committee related to the matter under review;
 - 7.4 The USAC will normally meet within ten (10) working days of receipt of the written appeal.
 - 7.5 The USAC may, at its discretion, interview any or all of the following concerning the procedures followed:
 - 7.5.1 The staff member who may be accompanied by a support person of his/her choosing,
 - 7.5.2 The Chair of the committee or the relevant Vice President or Supervisor whose decision is under review; or
 - 7.5.3 Any other person or persons whom The USAC may consider relevant to the matter under review.



Confidentiality

8. All proceedings of The USAC will be held in strict confidence. Only members of the Committee, any person(s) providing executive support to the Committee or any observer will be present during its deliberations. Members of the Appeal Committee will be required to sign a confidentiality agreement in relation to participation in the proceedings.

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9. All documents pertaining to the appeal will be returned to the Secretary following the appeal and no copies of the documentation will be made by a member of The USAC to ensure privacy legislation requirements are met. The University will seek written authority of a referee or assessor prior to submitting a copy of a referee or assessor report to The USAC where this is requested.

Terms of Reference

10. The USAC will determine whether or not a case has been established by the complaining staff member.
11. The USAC will determine whether the original Committee, or Vice President or Supervisor (as the case may be) that made the decision under review made a procedural error or omission which materially and adversely affected a decision concerning the staff member's application.
12. The USAC is not empowered to decide the merits of any application. The decision made by the original Committee or Vice President or Supervisor (as the case may be) on the merits of applications will be final and will not be subject to review by the USAC.
13. The USAC has authority to seek additional information relevant to its terms of reference, but may not consider new material which supplements the original application.

Findings of The University Staff Appeals Committee

14. The determination of an appeal will be concluded within twenty (20) working days following the day the complaint was made.
15. The USAC may:
 - 15.1 Reject the appeal; or
 - 15.2 Determine that there has been a significant breach of fair and proper procedures which materially and adversely affected the decision on the staff's application;
16. If the appeal is upheld, the USAC will recommend that the application be referred for reconsideration by the relevant committee. or Vice President or Supervisor (as the case may be). In the event of such a recommendation, the USAC will provide specific information for the relevant Committee or Vice President or Supervisor (as the case may be) concerning improved process to ensure the proper application of the applicable policy and procedures.

17. The USAC will submit a written report of its findings to the President.



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18. No further rights of appeal will exist within the University for a staff member in respect of a matter considered by an Appeals Committee.

ARTICLE 47 – HARASSMENT AND DISCRIMINATION

1. Harassment and discrimination of any kind is unlawful. The University and the Union agree that all employees have a right to a workplace free of verbal and/or physical and/or sexual harassment; and that discrimination against an employee, which is based on the grounds of race, creed, sex, marital status, religious affiliation, political opinion or age, is harmful and unlawful and cannot be permitted. Any such instance should be documented, and a grievance filed.

ARTICLE 48 – ACCOMMODATIONS

1. Adequate housing provisions in keeping with the official status of the Employee concerned shall be provided to accommodate the Employee on official travel at the expense of the employer.
2. If adequate accommodations are not provided, all defects shall be reported to the Employer by the Employee and/or the Union. The Union and the Employer shall promptly inspect the accommodation provided and if necessary select alternative accommodations.

ARTICLE 49 – BULLETIN BOARDS

1. The Employer shall provide space on Bulletin Boards, the intranet and University newsletters for the posting of information necessary for the conduct of Union affairs and the Employer's memoranda affecting staff.

ARTICLE 50 – JURY AND COURT DUTY

1. The Employer agrees that when Employees are required by law to serve as Jurors, those who actually serve shall be excused from work for those days on which they actually serve and shall be paid their regular salary for those days at their regular rate of pay.

2. In cases where an Employee reports for jury duty and is:

2.1 Not selected; or

Selected but later excused for the remainder of the day, such Employee shall be



Kinsley E. Ferguson
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required to report to work within a reasonable time.

3. When in obedience to the subpoena or direction by proper authority, an Employee appears as a witness in any public or private litigation, and is not a party to such litigation, that Employee is entitled to his/her regular compensation during the time those hours correspond to assigned work hours.
4. It is mutually agreed that if the Employee abuses the privilege of leave for jury duty, the Employee shall not be paid for any day(s) or part thereof with respect to the said abuse(s).

ARTICLE 51 – AGENCY SHOP AND UNION DUES

1. An employee may authorize the Employer to make periodic deductions from his wages of union dues and contributions duly payable by him to the Union.
2. An Employer shall comply with an employee's request made under paragraph 1 of this Article 51 (to deduct the Union dues) and shall within 15 days of receipt of such deductions pay to the Union the funds so collected.
3. An employee may revoke his authorization for the deduction of dues by giving two (2) months' notice in writing to the Employer and the Union and the Employer shall thereafter cease to make any deductions.
4. The Employer agrees to maintain a voluntary current check-off system presently enforced.
5. The Employer agrees and shall submit to the Union, with each remittance of deductions, a list of all employees having such deductions, including names, amount of deductions, and effective dates of the individual deductions included in the remittance.
6. The Employer further agrees to the implementation of Agency shop as allowed under the Industrial Relations Act on the following basis:
 - 6.1 That the Agency Fee shall be equivalent to ninety percent (90%) of the amount paid by the Union members as Union Dues and shall apply to all Employees within the Bargaining Unit not being members of the Union; and
 - 6.2 That the Employer shall submit all monies collected from employees by the Agency Shop in the same manner and at such time as Union member dues are submitted to the Union.

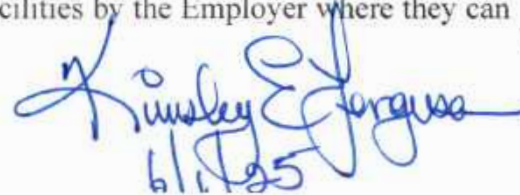




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ARTICLE 52 – RIGHTS OF UNION OFFICIALS

1. When it is necessary for a Shop Steward to leave his/her work area to investigate and address grievances, the Shop Steward shall request permission from the immediate Supervisor, and such request shall not be unreasonably denied.
2. In the event the duties require the Shop Steward to enter another work area within the premises, the Shop Steward shall also receive permission from the Supervisor in charge of the area he/she wishes to enter.
3. The Shop Steward, Chief Shop Steward, or an elected official may request through the appropriate channels and shall obtain in the presence of the Employee or with his/her consent all evidence relating to the dispute and shall have the right to interview the aggrieved parties.
4. Shop Stewards may be designated for the purpose of investigating, presenting and addressing grievances.
5. The Union will be consulted prior to any disciplinary action being taken by the Employer against an Employee who is an officer or Shop Steward of the Union.
6. Any elected union official designated by the President or Secretary General wishing to enter a work area to investigate and address grievances must first obtain permission from the officer in charge.
7. The Union agrees that it will refrain from holding any meetings with staff during normal business hours on the Employer's premises without the expressed permission of the VP, HR. In cases of emergency, permission must be obtained from the Supervisor/Manager in charge.
8. Shop Stewards shall be given up to a maximum of five (5) hours per week to investigate and hear grievances in the work place without interference.
9. The Employer agrees that it will not promote or transfer, without consulting the Union, any employee holding any of the following offices of the Union, namely:- President, Executive Vice President, Secretary General, Assistant Secretary General, Treasurer, Assistant Treasurer, Trustees, Chaplain, Chief Shop Stewards and Area Vice Presidents.
10. If such promotion or transfer affects the Officer's status as a representative of the Union, then the Employer shall give the Union not less than 30 (thirty) day's written notice of any promotion or transfer.
11. Shop Stewards shall be provided with the proper facilities by the Employer where they can


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conduct Union affairs. This shall include office space, Desk, Chairs, Telephone, Computer, Internet access and filing cabinet.

12. Only one (1) room will be provided for use by Shop Stewards.

13. No long-distance calls will be allowed.

ARTICLE 53 – STATEMENT OF UNDERSTANDING

1. Should an employee be enjoying better conditions of employment whether via contract with the Employer or otherwise, the said conditions of employment shall continue to subsist, unless otherwise agreed between the Employer and the Union.

ARTICLE 54 – INTERPRETATION

1. In the event of any questions of differences arising out of the interpretation or application of any provision of this Agreement, either party hereto may make application to the Tribunal for its final determination with respect to the said interpretation or application of the provision(s), in accordance with Section 63(2) of the Industrial Relations Act.

ARTICLE 55 – COST OF LIVING

1. The Company agrees to make a one-time Cost of Living payment to all employees whenever the change in the Retail Price Index for New Providence, as compiled by the Department of Statistics exceeds 5% over any year of the contract, ie., 1st April to 31st March of the following year. The payment will be the percentage increase to a maximum of 5% of the employee's basic annual salary in the year in which the increase in cost of living occurred.

ARTICLE 56 – REMUNERATION AND SALARIES

- | | |
|-------------------------------------|--|
| 1. Year 1 – January – December 2020 | Nil |
| 2. Year 2 – January – December 2021 | Nil |
| 3. Year 3 – January – December 2022 | Lump sum payment of \$2,000.00 |
| 4. Year 4- January – July 2023 | Lump sum payment of \$2,000.00
Implementation of Salary Review Retroactive as of July 1, 2019 |
| 5. Year 5 – January – December 2024 | Nil |



Kindy E. Ferguson
6/1/25

Handwritten signatures in blue ink. The primary signature is "Kindy E. Ferguson" with the date "6/1/25" written below it. To the right, there is another handwritten signature in black ink.

ARTICLE 57 – DURATION OF AGREEMENT

1. This Agreement shall be effective upon registration by the Registrar of Trade Unions and Industrial Agreements and shall expire on December 31, 2024. In witness whereof, the parties have caused this Agreement to be executed in their names on their behalf by their respective officers thereupon duly authorized.


For and on behalf of
UNIVERSITY OF THE BAHAMAS

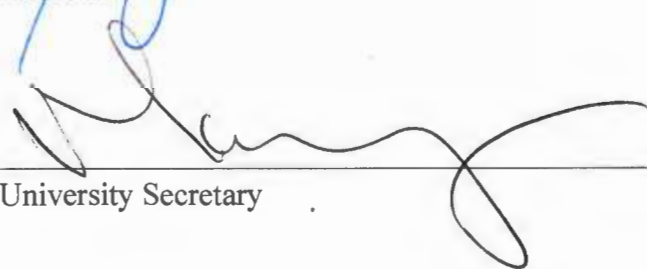
For and on behalf of
BAHAMAS PUBLIC SERVICES
UNION


Chairman, Board of Trustees


President


President



Secretary General


University Secretary


Chief Shop Steward


BPSU Trustee







SCHEDULE I

MANAGEMENT

SENIOR MANAGEMENT

- The President
- Executive Vice President
- Vice President Academic Affairs/ Provost
- Vice President, Finance
- Vice Presidents
- University Secretary
- University Ombudsman
- Chief Internal Auditor
- General Counsel
- Registrar
- College Librarian
- Associate Vice Presidents
- Assistant Vice Presidents
- Chief of Staff
- Executive Directors
- Deans

MIDDLE MANAGEMENT

- Chairs
- Directors
- Deputy Directors
- Assistant Directors



Handwritten signature: Kinley Ferguson
6/11/25

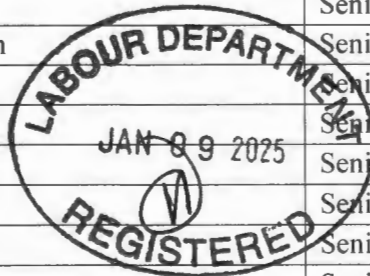
Handwritten initials: RL

SCHEDULE II

NON-FACULTY EMPLOYEES

The Employer agrees that prior to the signing of this Agreement, it shall provide a complete and accurate listing of all Non-Faculty positions within the University.

Accounts Administrator	Library Technician
Accounts Clerk (I-V)	Media Associate (I-II)
Administrative Assistant (I-III)	Media Specialist
Admission Assistant (I-III)	Media Technician
A/C Technician	Meeting Room Attendant
Alumni Relations & Development Assistant (I-III)	Messenger/Mail Clerk
Alumni Relations & Development Assistant (Stewardship)	Network Assistant
Apprentice A/C Technician	Operations Supervisor
Assistant Accountant (I-II)	Poultry Technician
Bookstore Assistant	Private Secretary
Bookstore Clerk	Programmer I
Business Development Officer I	Public Relations Assistant (I-III)
Caretaker	Purchasing Manager
Caretaker (Foreman)	Receiving Clerk II
CEES Coordinator	Record Assistant (I-III)
Chief Accounts Clerk	Secretary (I-II)
Chief Clerk	Security Officer (I-II)
Chief Steward	Security Supervisor
Chief Laboratory Technician	Senior Accounts Clerk (I-II)
Chief Library Assistant	Senior Administrative Assistant
Chief Library Technician	Senior Admission Assistant I
Chief Workshop Technician	Senior Clerk (I-II)
Clerk (I-II)	Senior Computer Programmer
Computer Clerk (I-II)	Senior Human Resources Assistant
Computer Operator (I-II)	Senior Janitor Senior Janitress
Computer Programmer	Senior Supervisor, Janitorial Services (I-II)
Computer Technician (I-II)	Senior Library Assistant
Copy Clerk	Senior Librarian Technician
Craftsman, Foreman (AC/Electrician/Mason/Painter/Plumbing/ Carpenter, Drywall)	Senior Operator
Craftsman, A/C (I-IV)	Senior Private Secretary
Craftsman, Carpenter (I-VI)	Senior Security Officer
Craftsman, Electrician (I-IV)	Senior Security Supervisor (I-III)
	Senior Systems Designer



Kinsley E. Ferguson
6/11/25

[Handwritten signature]

Craftsman, Mason (I-IV)	Senior Workshop Technician
Craftsman, Painter (I-IV)	Steward
Craftsman, Plumber (I-IV)	Storeroom Clerk
Executive Secretary (I-II)	Supervisor, Technical Services
Project Technician Health Services	Senior Supervisor, Technical Services
Data Entry Clerk (I-II)	(AC/Electrician/Mason/Painter/Plumbing/ Carpenter, Drywall)
Finance Assistant (I-II)	Systems Designer
Graphic Artist (I-II)	Switchboard Operator/Receptionist
Human Resources Associate (I-III)	Technician
Janitor (I-II)	Health and Safety Technician
Janitorial Inspectress	Warehouse Receiver
Janitress (I-II)	Wellness Center Coordinator
Labourer	Workshop Technician
Labourer (Truck Driver)	Writer
Library Assistant (I-II)	Craft Apprentice

Note: Janitorial will change to Custodial or Image Consultant



Kimberly E. Ferguson
 1/11/25