



INDUSTRIAL AGREEMENT BETWEEN
UNIVERSITY OF THE BAHAMAS
AND
THE PUBLIC MANAGERS' UNION

July 1, 2018 to June 30, 2023



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OFFICE OF THE REGISTRAR
THE MINISTRY OF LABOUR & IMMIGRATION
1ST FLOOR, CHARLOTTE HOUSE
SHIRLEY AND CHARLOTTE STREET
P. O. BOX N-3008
NASSAU, BAHAMAS

No. LAB/4/863

In replying please quote this number

7thDecember, 2022

Dr. Erik Rolland
President
University of The Bahamas
Nassau, N.P
The Bahamas

Ms. Cassandra Lewis
President
Public Managers Union
Nassau, N.P
The Bahamas

Dear Sir/Madam,

RE: REGISTERED INDUSTRIAL AGREEMENTS BETWEEN
THE UNIVERSITY OF THE BAHAMAS AND
THE PUBLIC MANAGERS UNION

In reference to the above caption, please find enclosed a copy of the Registered Industrial Agreement for the period of July 1st, 2018 to June 30th, 2023.

Sincerely,

Van J. Delaney
Registrar of Trade Unions

VD/tc

COMMONWEALTH OF THE BAHAMAS

REGISTRAR OF TRADE UNIONS

Island of New Providence



We hereby certify that pursuant to sections 49 and 50 of the Industrial Relations (Amendment) Act, 2012, Statute Laws of The Bahamas, The Industrial Agreement BETWEEN THE UNIVERSITY OF THE BAHAMAS AND THE PUBLIC MANAGERS UNION has been duly registered this 7th December, A. D., 2022 and is effective from the 1st July, A. D., 2018 and FURTHER pursuant to section 46 (2) of the Industrial Relations Act shall be for the specified term expiring on the 30th day of June, A. D., 2023.

A handwritten signature in black ink, appearing to read 'Van J. Delaney', written over a horizontal line.

VAN J. DELANEY
REGISTRAR OF TRADE UNIONS

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION	5
ARTICLE 2 – AGREEMENT SUPREMACY.....	5
ARTICLE 3 – STATEMENT OF INTENT	6
ARTICLE 4 – STATEMENT OF POLICY	7
ARTICLE 5 – DEFINITIONS	7
ARTICLE 6 – INTERPRETATION	11
ARTICLE 7 – UNION/MANAGEMENT RELATIONS	11
ARTICLE 8 – RIGHTS OF UNION OFFICIALS	13
ARTICLE 9 – INDUSTRIAL ACTION	14
ARTICLE 10 – NOTICE OF GRIEVANCE	14
ARTICLE 11 – PREVENTION AND SETTLEMENT OF GENERAL DISPUTES.....	15
ARTICLE 12 – NEW EMPLOYEE ORIENTATION	16
ARTICLE 13 - PROBATION	17
ARTICLE 14 – HOURS OF WORK	18
ARTICLE 15 – SALARY CLASSIFICATION AND JOB DESCRIPTION	18
ARTICLE 16 – ELIMINATION OF JOB CLASSIFICATION	19
ARTICLE 17 – PERSONNEL INFORMATION	19
ARTICLE 18 – RELATIONSHIP	19
ARTICLE 19 – SENIORITY	19
ARTICLE 20 – PERFORMANCE REVIEWS	



M. G. K.

ARTICLE 21 – PROMOTION AND WORK FORCE PLANNING	21
ARTICLE 22 - POSITION VACANCY NOTICE/CREATION.....	22
ARTICLE 23 – SEARCH COMMITTEE.....	22
ARTICLE 24 – ACTING POSITIONS.....	23
ARTICLE 25 – TRAINING	24
ARTICLE 26 – TECHNOLOGICAL AND MECHANIZATION CHANGES.....	25
ARTICLE 27 – REDUNDANCY.....	26
ARTICLE 28 – GRIEVANCES AND COMPLAINTS.....	27
ARTICLE 29 – DISCIPLINE AND DISCHARGE	28
ARTICLE 30 – SEXUAL HARASSMENT AND DISCRIMINATION.....	31
ARTICLE 31 – COMPASSIONATE LEAVE	31
ARTICLE 32 – EXAMINATION LEAVE.....	31
ARTICLE 33 – SABBATICAL LEAVE.....	32
ARTICLE 34 – MATERNITY LEAVE	32
ARTICLE 35 – PATERNITY LEAVE	33
ARTICLE 36 – ADOPTION LEAVE	33
ARTICLE 37 – VACATION LEAVE	34
ARTICLE 38 – BOARD/COMMITTEE LEAVE.....	35
ARTICLE 39 – CASUAL LEAVE	36
ARTICLE 40 – SPECIAL LEAVE	36
ARTICLE 41 – UNPAID LEAVE OF ABSENCE	36



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ARTICLE 42 – SICK LEAVE	36
ARTICLE 43 – INDUSTRIAL INJURY AND ACCIDENT LEAVE	37
ARTICLE 44 – JURY DUTY	38
ARTICLE 45 – UNION LEAVE	39
ARTICLE 46 – SUBSTANCE ABUSE	39
ARTICLE 47 – ALLOWANCES	41
ARTICLE 48 – INCENTIVE AWARDS	42
ARTICLE 49 – RETIREMENT	42
ARTICLE 50 – PRE-RETIREMENT	42
ARTICLE 51 – TERMINATION PAY	43
ARTICLE 52 – HEALTH AND SAFETY	43
ARTICLE 53 – MENTORSHIP PROGRAMME	44
ARTICLE 54 – INCREMENTS	44
ARTICLE 55 – SALARY RE-ASSESSMENT.....	44
ARTICLE 56 – HEALTH AND LIFE INSURANCE PLAN.....	45
ARTICLE 57 – DEDUCTION OF UNION DUES	45
ARTICLE 58 – AGENCY SHOP	46
ARTICLE 59 – INCORPORATION CLAUSE.....	46
ARTICLE 60 – PERIOD OF AGREEMENT	46
APPENDIX A	48



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ARTICLE 1 - RECOGNITION

- 1.1 The University recognizes the Public Managers Union as the sole Bargaining Agent for all Management employees (as noted in Appendix A) in its Bargaining Unit for the purpose of collective bargaining in respect of salaries and wages, hours of work and other conditions of employment, including their general interest and welfare as Management employees of the University.
- 1.2 The Union recognizes that it is the exclusive function of the Employer to conduct the business of and to direct the workforce of the University in its best interest and in a manner consistent with the terms of this Agreement, and that the University will make and implement fits terms and conditions. Where there is any difference between this Agreement and the employment of Managers, this Agreement shall take precedence.

ARTICLE 2 – AGREEMENT SUPREMACY

- 2.1 This Industrial Agreement shall supercede any rules, policies, regulations, or practices of the Employer which may be contrary to or inconsistent with its terms and conditions. Where there is any difference between this Agreement and the employment of Managers, this Agreement shall take precedence.
- 2.2 Prior to the implementation of policies not directly affecting terms and conditions of employment for Managers, the University shall advise the Union.
- 2.3 If any provision of this Agreement shall be found contrary to law, then such provision shall be amended to bring it into conformity with the law: all other provisions shall continue in full force and effect.



ARTICLE 3 – STATEMENT OF INTENT

- 3.1 The spirit and intent of this Agreement is to secure, in the interest of the well-being of the Management Employees, the efficient and economic operation of the University through an orderly, constructive and mutually beneficial relationship between the University and the Public Managers Union.
- 3.2 The Articles set forth in this Agreement relating to rates of pay, hours of work, conditions of employment, rights and obligations of the parties, recognition and the avoidance and settlement of disputes have been negotiated for this purpose.
- 3.3 The University recognizes the importance of joint consultation and agrees to consult with the Union on matters that affect the working conditions and the security and employment of Managers covered under this Agreement with the recognitions and contract supremacy.
- 3.4 During the life of this Agreement both the Union and the University agree to abide by the dispute procedure provided for in the Industrial Relations Act, Ch. 321 or any statutory modification or reenactment thereof for the time being in force.
- 3.5 The University shall allow, without cost to the Union, the use of meeting rooms which are sufficient to hold meetings. The rooms shall be reserved according to the normal University procedures.
- 3.6 The University shall provide PMU Managers with an office space equipped with technology and telephone.
- 3.7 The University shall provide, free of charge to the Union, the usual departmental services of internal mail and security.



ARTICLE 4 – STATEMENT OF POLICY

- 4.1 The successful economic operation of the University's business is hereby declared to be of mutual interest to both parties who desire to preserve, promote and improve industrial and economic relationships, safety, and the efficiency of the organization.

ARTICLE 5 – DEFINITIONS

The terms and words used in this Agreement shall be interpreted to mean the following:

5.1 "Absent"

An Employee is "absent" when he/she does not report for work; does not call in and upon his return to work, does not give a reasonable explanation for being off the job.

5.2 "Acting Allowance"

"Acting allowance" is received whenever the need arises for an Employee to act in a more senior position than that of his substantive post.

5.3 "Additional Duties"

"Additional duties" means an allowance received whenever the need arises for a mid-manager to take on or assume additional duties which are not directly in the scope of his job description.

5.4 "Administrative Council"

"Administrative Council" consists of the President, Executive Vice President, Provost and other senior administrative officers of the University inclusive of Chief Internal Auditor, General Counsel, Ombudsman, University Secretary and Chief of Staff in the President's Office.



5.5 "Allowance"

"Allowance" is defined as payment issued to a member of the bargaining unit that is not a part of his regular salary.

5.6 "Bargaining Unit"

The term "Bargaining Unit" shall constitute those positions as specified in the Appendix I and within these groups to include all full-time management Employees of the University.

5.7 "Consultation"

The term "Consultation" shall be interpreted as the process whereby the University and the Union discuss matters which may not be a part of contractual negotiation.

5.8 "Employee"

The term "Employee" shall be interpreted as any salaried person within the Bargaining Unit.

5.9 "Employer"

The term "Employer" means the body politic and legal corporate entity known as University of The Bahamas, as established by the University of The Bahamas Act, 2016.

5.10 "Grievance"

A grievance is a complaint or disagreement of a member of the Bargaining Unit regarding the application of his terms and conditions of employment.

5.11 "His/he"

Wherever the male person is used, it shall include both genders.



5.12 “Management”

“Management” means any individual having authority in the interest of the Employer to recommend the hiring, transfer, suspension, lay-off, recall, promotion, discharge, assignment, reassignment, reward or discipline of other Employees or having the responsibility to them to address their grievances.

5.13 “Negotiation”

The term “Negotiation” shall be interpreted as the process and procedures whereby the University and the Union settle pay, working conditions and disputes which are appropriate for determination for the purpose of resolving any existing or potential industrial disputes between the University and members of the Bargaining Unit.

5.14 “Onboarding”

“Onboarding” is defined as sessions held to integrate new employees into the University. Human Resources, and all other relevant persons, should conduct these sessions. A follow-up session should convene within a six-month period.

5.15 “Per Diem”

“Per Diem” means allowance paid by the University to Middle Managers who travel domestically and internationally in respect of official University business.

5.16 “Public Holiday”

The term “Public Holiday” shall be interpreted to be any day declared a Public Holiday under the provisions of the Public Holidays Act, Chapter 36 Statute Laws of The Bahamas, or any subsequent legislation.

5.17 “Redundancy”

The term “Redundancy” shall mean the termination of an Employee by the University because of a reduction of the working force resulting from a change of



discontinuance of some function of the operations of the University in conformity with the provisions of the Employment Act, 2001 and any subsequent legislation.

5.18 "Seniority"

The term "Seniority" shall mean the Employee with the longest years of service within the University.

5.19 "Suspension"

"Suspension" shall mean when a manager is released from work and all duties, for disciplinary reasons on full or half (1/2) pay at which an investigation shall be carried out for a period of no more than 14 days.

5.20 "Technical Employee"

The term "Technical Employee" shall mean those specialized positions requiring either a professional or technical certification including, but not limited to, areas in accounting, law, computer and engineering.

5.21 "Temporary Employee"

The term "Temporary Employee" means an employee who is engaged for a specific project for a limited period with a definite understanding that his employment is to cease upon completion of the project or the expiration of a stated period.

5.22 "Union"

The term "Union" means The Public Managers Union registered under the Statute Laws of The Bahamas , Chapter 321, and the Industrial Relations Act.

5.23 "Union Dues"

The term "Union Dues" shall mean the amount of monthly dues uniformly levied by the Union on its members in accordance with its Constitution and Bye-Laws, as payment for membership in the Union.



5.24 "University"

The term "University" means "The University of The Bahamas" established and existing by virtue of the revised University of The Bahamas Act, 2016.

5.25 "Work Week"

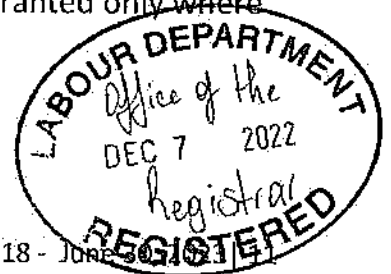
The term "work week" means five (5) working days, normally Monday – Friday, up to a maximum of (40) hours.

ARTICLE 6 - INTERPRETATION

6.1 In the event of any questions or difference arising out of the interpretation or application of any provision of this Agreement, either party hereto may make application to the Industrial 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, Chapter 321.

ARTICLE 7 - UNION/MANAGEMENT RELATIONS

- 7.1 The University agrees to allow the Union use of Notice Boards and electronic mail in all Departments, where they now exist and subject to its specific approval.
- 7.2 The University will notify the Union of its Executive Officers and the areas for which they are responsible; its Negotiation Committee and the names of persons responsible for Industrial Relations and shall furnish the Union with a copy of the University Policies and Procedures, and consult with the Union on any amendment thereto.
- 7.3 The Union will notify the University in writing of the names of its officers and shall furnish a copy of its Constitution and Bye-Laws and keep the University advised of any amendments thereto.
- 7.4 The University will allow principal designated Union Officers reasonable time off with pay during working hours as necessary to conduct Union matters within the organization. Such time off will be granted only where



UB/PMU July 1, 2018 - June 30, 2022

M. E. R.

a request has been submitted in advance and is subject to the exigencies of the service.

- 7.5 The University will allow the Union to hold meetings that the Union considers emergency meetings on its premises from time to time. Requests for such meetings should be made by the Union to the Officer responsible for Industrial Relations.
- 7.6 Subject to the exigencies of the service, when it is necessary for a Union member to leave his work area to conduct Union business, the Union will request permission from the Officer responsible for Industrial Relations and notify the member's immediate supervisor.
- 7.7 The University shall not enter into any contract with any individual Employee of the Bargaining Unit that has or will have the effect of altering or re-negotiating any conditions of employment contained in this Agreement.
- 7.8 Any employee enjoying better conditions than those established in this Agreement, whether such conditions are the result of a contract or are due to practice or policy which existed immediately prior to this Agreement, such better conditions shall continue to be enjoyed by the Employee until such time as the Employer and the Union agree to change such conditions.
- 7.9 It is mutually agreed and understood by the parties to this Agreement that the hours of work contained herein shall remain in force subject to the hours of work as established within the Employment Act.
- 7.10 Upon the establishment of any new hours of work within the Employment Act the Employer hereby agrees to concur with the same.
- 7.11 The University and Union will hold quarterly meetings to discuss matters of mutual interest. The University and the Union shall establish a Joint Committee for the purpose of reviewing matters relating to industrial



concerns. The Joint Committee will consist of persons appointed by the University and the Union.

- 7.12 The University acknowledges the right of the Union to include on its Negotiating Committee, any Representatives it so chooses; and the Union acknowledges the right of the University to include any Representatives it so chooses, who need not be Employees or officers, to assist in the course of negotiations. Such Representatives shall not exceed two (2) in number on each side.
- 7.13 The total number of Union and University representatives at Negotiation meetings shall not exceed ten (10), inclusive of two (2) external representatives on each side.
- 7.14 The Employer agrees to furnish the Union with a list of all Employees falling within the Bargaining Unit as hereinafter described. The list shall include names, work locations (stations), job descriptions, salary scales and dates of hire.
- 7.15 At Orientation, the Union will be invited to present information on its officers and the structure of the Union.
- 7.16 Representatives of the Union shall be invited jointly to tour the worksites and inspect facilities along with representatives of the Employer at least once a year. Whenever an inspection/fact-finding tour is conducted, the Union may select a maximum of 3 representatives for such tours.

ARTICLE 8 - RIGHTS OF UNION OFFICIALS

- 8.1 The University agrees that it will not effect inter-island transfers of Employees holding any of the following offices within the Union: President, 1st Vice President, 2nd Vice President, Secretary, Treasurer, Assistant Secretary, Assistant Treasurer, or one of the three Trustees, without consultation with the Union.



- 8.2 In cases where transfer affects the officer's status as a representative of the Union, then the University shall give the Union not less than one (1) month's written notice of any proposed transfer, except in cases of emergency.
- 8.3 The Union is to be consulted prior to any disciplinary action being taken by the University under major breaches against an Employee who is an elected official of the Union.

ARTICLE 9 - INDUSTRIAL ACTION

- 9.1 During the life of this Agreement both the Union and the University agree to abide by the disputes procedure provided for in the Statute Laws of The Bahamas, Chapter 321, Industrial Relations Act, including any amendments thereto in the furtherance and resolution of any dispute.

ARTICLE 10 - NOTICE OF GRIEVANCE

10.1 UNIVERSITY GRIEVANCE

If the University considers that any Article of this Agreement is being misunderstood, misinterpreted or violated in any respect by the Union and/or its members, it may within thirty (30) days of becoming aware of an occurrence which it claims demonstrates such misunderstanding, misinterpretation or violation, file a grievance with the Union and cause the matter to be discussed.

10.2 UNION GRIEVANCE

If the Union considers that any Article of this Agreement is being misunderstood, misinterpreted or violated in any respect by the University, it may within thirty (30) days of becoming aware of an occurrence which it claims demonstrates such misunderstanding, misinterpretation or violation, file a grievance with the University and cause the matter to be discussed.



- a) If a satisfactory solution is not arrived at, a meeting with the relevant Vice President and Human Resources shall be convened to deal with the case within seven (7) working days of the conclusion of the first meeting and three (3) working days prior to written notice being given. The Union representatives and the University shall not exceed three (3) each at this meeting. The decision taken in the meeting shall be confirmed to the Union not later than five (5) working days after the hearing.
- b) The meeting with the Vice President or Human Resources will be convened within seven (7) working days of referring the grievance. The Union's and the University's representatives at such a meeting should not exceed five (5) in number for each side. The final decision of the University shall be confirmed in writing to the Secretary of the Union within five (5) working days.

10.3 UNRESOLVED GRIEVANCE

If a matter is not satisfactorily resolved, the University or the Union may take such steps as are available under the provisions of the Industrial Relations Act, Chapter 321, or any subsequent legislation.

ARTICLE 11 – PREVENTION AND SETTLEMENT OF GENERAL DISPUTES

- 11.1 Management and the Union shall meet on a quarterly basis in order to discuss matters of mutual concern which may impact the terms or conditions of employment of the Employees in the bargaining unit. Each party agrees to meet with the other should there be a matter of priority or urgency.
- 11.2 Management shall take the initiative in setting up and maintaining appropriate consultative arrangements with the Union having regard to the mutual convenience and requirements of the Union and the Employer.
- 11.3 Subject to section 52(1) of the Industrial Relations Act, Chapter 321, should either party to this Agreement desire to amend the same so as to



alter the terms or conditions of employment of the Employees in the bargaining unit, such party shall notify the other in writing of its intention and forward with the notice its proposed amendment(s) in writing.

- 11.4 The party receiving the notice and proposed amendment(s) shall within thirty (30) calendar days of receiving same, forward its counterproposals (if any) to the proposed amendment(s).
- 11.5 The parties shall without delay submit in any case within thirty (30) calendar days after notice has been given pursuant to subsection (3), or such further time as the parties may agree, meet and commence, or cause authorized representatives on their behalf to meet and commence to negotiate with one another with a view to settling the terms of the amendment(s).
- 11.6 Should the party receiving the said notice fail to enter into or commence negotiations with the other party within thirty (30) days from receipt of the said notice as aforesaid, or within such further time as the parties have agreed, the party proposing the said amendment(s) may thereafter report a trade dispute to the Minister pursuant to section 68(1) of the Act.
- 11.7 Should the parties enter into or commence negotiations within the said thirty (30) days or within such further time agreed as aforesaid, but fail to arrive at a settlement of the terms of the amendment(s) within thirty (30) days from the commencement of the said negotiations, either party may thereafter pursuant to section 68(1) of the Act report a trade dispute to the Minister.

ARTICLE 12 – NEW EMPLOYEE ORIENTATION

- 12.1 Within the first three (3) months of employment, an orientation session must be held for new Employees. Such a session is intended to help with clarification of the position's role and responsibilities.



- 12.2 Human Resources and all other relevant persons should conduct the session. A follow-up session should convene within a six (6)-month period.

ARTICLE 13 – PROBATION

- 13.1 All newly hired Employees shall be under probation for a period of nine (9) months commencing with the first date of employment.
- 13.2 While under probation, a newly hired Employee may be terminated with no recourse to the provision of this Agreement. The Union may request a meeting with the University in order to present evidence which has satisfied the Union that the Employee may be entitled to re-consideration.
- 13.3 All newly promoted Employees shall be under probation for a period of six (6) months commencing from the first date of appointment/promotion.
- 13.4 Employees shall be informed of their status at least four (4) weeks before the probationary period is due to expire.
- 13.5 The University shall give the Employee four (4) weeks' notice if his services are terminated (new hires) or if he will be returned to his previous position (new promotions) during his probationary period. An Employee, in the case of resignation, while under probation, shall provide The University with four (4) weeks' notice.
- 13.6 During the probationary period, every effort will be made by the University to monitor the performance of the Employee. At least one (1) written performance appraisal will be expected to be completed by the supervisor.
- 13.7 Failure to inform any probationary Employee of his status within fifteen (15) working days after the expiration of the probationary period will result in that Employee being automatically confirmed.



ARTICLE 14 - HOURS OF WORK

- 14.1 It is recognized that the University's business is a public service, and in order to cover this, it is agreed that hours may be rostered where required.
- 14.2 The standard hours of work will be 40 hours per week. The normal working hours will be between 9:00 a.m. - 5:00 p.m., inclusive of the lunch hour. However, due to the operational demands of certain departments, Employees may be required to work on a Saturday and/or Sunday or outside the 9am - 5pm time frame. In the event that an Employee is rostered to work on a Saturday or Sunday it is agreed that the Employee will have two (2) consecutive days off.

14.3 HALF DAY

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

ARTICLE 15 - SALARY CLASSIFICATION AND JOB DESCRIPTION

- 15.1 Job descriptions will reflect all duties that are required to ensure the effective operation of the department. All efforts will be made to make the descriptions as comprehensive as possible.
- 15.2 The University will provide a current job description to each member of the bargaining unit for the position held within one month of the member's appointment. A copy of the job description shall be provided to the Union.
- 15.3 The University will provide the Union with Job Descriptions of all positions held by members of the Union.
- 15.4 The University will notify the Union of the creation of any new position that falls within its Bargaining Unit category and also provide the Union with a relevant job description and the related salary scale assigned.



ARTICLE 16 - ELIMINATION OF JOB CLASSIFICATION

- 16.1 The University agrees that it will not eliminate any job classification within the Employee Bargaining Unit without prior consultation with the Union. The University and the Union will discuss the purpose of the reclassification and will make known to the individual Mid-Manager in writing.
- 16.2 The University shall not introduce any new job titles within the Bargaining Unit without consultation with the Union.

ARTICLE 17 - PERSONNEL INFORMATION

- 17.1 Any member of the Bargaining Unit shall be allowed to inspect, in the presence of a University Representative, his Personal file at yearly intervals or if a grievance exists between the respective Employee and the University.
- 17.2 All adverse items to be put on the file, except those originating from the Employee, will be copied to the Employee and the Union.
- 17.3 All communication concerning discipline or warnings of the Employee shall be copied to the Union, after discussions with the Employee and the Union relative to the disciplinary action to be taken.

ARTICLE 18 – RELATIONSHIP

- 18.1 The Employer will provide a copy of the agreement, in booklet form, to all Employees and twelve (12) copies to the Union.

ARTICLE 19 – SENIORITY

- 19.1 Seniority shall be taken into consideration insofar as the conditions of the service will permit in matters affecting vacations, transfers, promotions, redundancy, layoffs and rehiring after layoffs.



- 19.2 For the purpose of this Agreement, length of service is the most recent total length of continuous uninterrupted employment in the service of the University.
- 19.3 Seniority ought not be confused with experience and will only be a factor where employees are considered of equal ability.

ARTICLE 20 – PERFORMANCE REVIEWS

- 20.1 The immediate Supervisor will review the performance of each Middle Manager under his portfolio semi-annually. Increments will be awarded to deserving Employees, provided their overall performance rating during the year had been satisfactory. If there are no further increments available in the Middle Manager's respective scale, he shall automatically receive an honorarium equal to his annual increment.
- 20.2 Should the relevant supervisor fail to complete and submit the performance evaluation results after sixty (60) calendar days, it should be deemed that the respective Middle Manager has performed at a *Meets Expectation* or (3) rating. In this instance, the University must pay the increment to the Middle Manager.
- 20.3 An Employee who is not granted an increment, shall be notified in writing not later than two (2) weeks after increments are approved of the reason his increment was withheld.
- 20.4 Non-performing Employees will be identified and dealt with in accordance with the Human Resources Policies of the University, and the disciplinary clause in this Industrial Agreement.
- 20.5 All Employee evaluation forms shall be discussed with the Employee by the evaluator and the Employee will sign the form indicating that the evaluation was discussed; the Employee shall receive a copy of same.



ARTICLE 21 – PROMOTION AND WORKFORCE PLANNING

21.1 The Employer and 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. In the case of the Director it may be the relevant Vice President and the Assistant Vice President/Associate Vice President or the Vice President only. In the case of Deputy Director and Assistant Directors it may be the relevant Directors and Vice President. The basis for final selection in the case of promotion or transfer shall include, but is not limited to the following:

- a) Ability
- b) Efficiency
- c) Job knowledge
- d) Merit
- e) Training
- f) Performance
- g) Seniority

21.2 The recommendations and approval for the promotion verified by the two (2) 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 thirty (30) working days of approval.

21.3 When an opportunity for advancement or transfer occurs within the University, all of the factors mentioned in 21.1 above will be taken into consideration. In those cases where all other factors are equal, seniority will be the deciding factor.

21.4 An Employee who is unable to accept a promotion or who refuses a transfer will be superseded but will remain eligible for consideration at the next round of promotions.



ARTICLE 22 – POSITION VACANCY NOTICE/CREATION

- 22.1 Vacant positions shall always be advertised within the University on officially designated notice boards, and electronically through the intranet. Such notices shall state the required qualifications and experience as well as the salary scale and job classification, and shall be copied to the Union at least three days (3) before posting.
- 22.2 Interested Employees shall have the right to apply in writing within fifteen (15) working days from the date of posting and the vacant position shall not be advertised on the University's website simultaneously. Employees shall be given first consideration for vacancies and new positions for which they are qualified, subject to the provisions of this Agreement. Qualified Employees will be invited for an interview for such vacant positions. In the event the internal candidate is not selected, the post shall be advertised externally for fourteen (14) days.

ARTICLE 23 – SEARCH COMMITTEE

- 23.1 The Search Committee increases the accuracy of assessing a candidate's match for the position and added opportunities to discuss knowledge, skill and experience that otherwise would not have come to light where there is an Employee being interviewed for the position.
- 23.2 The University will notify the Union at least three (3) days before the interview process of persons who have been short listed for a position within the Bargaining Unit.
- 23.3 The University shall also make a request to have one (1) member from the PMU sit on the search/interview committee where there is an Employee of PMU's Bargaining Unit or any position higher for example: Executive Vice President or Vice President or Assistant Vice President or Associate Vice President position being filled.



ARTICLE 24 – ACTING POSITIONS

- 24.1 It is desirable that Employees are properly developed and trained in the management functions of the University and to this end, every reasonable opportunity will be given them by the University to perform in a more senior position where vacancies exist.
- 24.2 Where appropriate, it is considered to be part of an Employee's normal duties to act as a replacement for his Supervisor or other Senior Management personnel who is temporarily off work as a result of vacation leave, leave of absence or any other reason, as those acting occasions or when an Employee is called upon to perform additional and different work provide him with an opportunity to demonstrate his capabilities and gain valuable experiences.
- 24.3 When the need arises for an Employee to act for a period in a more senior position than that in which he is paid, the Employee appointed to act will be paid the difference between the two (2) salaries.
- 24.4 Any Employee appointed to act in excess of one (1) year shall be confirmed to that position except in cases where there is a substantive holder of that position who is absent for a specific purpose and is expected to return to that position.
- 24.5 Where an Employee is called on to assume additional responsibilities of a person in an equivalent or lesser position in conjunction with his own normal work, he shall be paid a responsibility allowance of \$375.00 per month.
- 24.6 The Department head, along with the persons going on leave, will recommend the person deemed most suitable to act, having regard for the most senior Employee. Such recommendation is subject to the approval of the University. Any Employee appointed to act must be notified in writing.



- 24.7 Whenever a replacement is necessary to relieve an employee who is being granted vacation, the relieving officer shall be given not less than fifteen (15) working days writing notice except in cases of emergencies when a writing notice is not possible.
- 24.8 Where there is no substantive holder and an Employee is called on to assume an acting position the position, may be advertised to give other Employees an equal opportunity to vie for the position within three (3) months of appointment to act.

ARTICLE 25 – TRAINING

- 25.1 It is recognized that training is important for the improvement of personal performance and efficiency.
- 25.2 The University will notify the Union of its training and educational programmes and where appropriate will invite the Union's participation in the development of such training and educational programmes.
- 25.3 On an annual basis, and subject to budgetary constraints, the University will allocate \$122,500 per Fiscal Year for professional development opportunities through the attendance at seminars, workshops, webinars, conferences and attachment opportunities. These initiatives must be directly related to the advancement of the institution and the enhancement of the Middle Managers' performance on the job.
- 25.4 The University shall provide employees access to an electronic database where available to the University, that includes institutions affiliated with the University, conferences, seminars, webinar, workshops etc., awards, grants, fellowships, scholarships, attachments and research opportunities.
- 25.5 **FINANCE ASSISTANCE**
- a) In accordance with the applicable policy, the University will provide Employees with Financial Assistance for degree programmes.



25.6 TUITION WAIVER

- a) In accordance with the applicable policy, the University will provide tuition waiver for dependent children of all Employees who meet the criteria.
- b) This policy cannot be applied retroactively with respect to reimbursement for courses done in the past.

ARTICLE 26 – TECHNOLOGICAL AND MECHANIZATION CHANGES

- 26.1 Both parties to this Agreement recognize the continuing need to modernize and acquire new equipment. The University further agrees that technological and mechanization changes which affect the working conditions of Employees in any area will be communicated to the Union as far in advance as practicable, but in all cases not less than sixty (60) days before implementation.
- 26.2 Employees will be provided a computer with relevant software in accordance with their particular departmental needs. The computers will be upgraded as technology changes and advances.
- 26.3 As a part of the technological and mechanization process the University will implement programmes for training and retraining of the Employees to enable them to acquire new skills made necessary by the technological advances.
- 26.4 All new jobs or changed jobs resulting from such changes will be first offered to qualified Employees in the area.
- 26.5 Management will inform Employees of and copy the Union on all decisions impacting the institution. Decisions from the University entities, including the Union but not limited to Administrative Council, will be communicated in writing to Employees no later than five (5) working days so that they are better able to respond and carry out their responsibilities.



ARTICLE 27 – REDUNDANCY

27.1 Whenever the effects of economic conditions and/or technological changes are considered by the Employer to warrant a reduction in its usual work force by redundancy, the Employer agrees to advise the Union at least ninety (90) days before implementing same. The Employer agrees that the following shall take place in accordance with the Employment Act of The Bahamas and any subsequent legislation of The Bahamas:

- a) Every effort will be made to relocate staff so affected to other departments of the Employer whenever/wherever suitable vacancies are available and Management shall undertake to provide such training as is necessary prior or subsequent to the assignment of new duties.
- b) In all such cases the Union shall cooperate with the Employer so that the necessary training will be provided and Employee relocations are accomplished as quickly as circumstances allow.
- c) When the Employer is unable to relocate an Employee within a period not exceeding ninety (90) days or terminates the services of an Employee as a result of the introduction of mechanization, technological methods or amalgamation of services, the Employee should be entitled to ninety (90) days' notice or pay in lieu of notice, and to redundancy pay.
- d) Recruitment of new Employees in any area will only be carried out where persons who have been made redundant are not qualified to fill vacant positions. Recall shall be in order of seniority.

27.2 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 at four (4) weeks for each completed year of service up to a maximum of fifty-two (52) weeks.



ARTICLE 28 – GRIEVANCES AND COMPLAINTS

- 28.1 It is agreed that the Union shall be the sole representation of the Employee within the Bargaining Unit for presenting any complaints to the Employer, provided that such complaints or grievances have been first presented by the employee to his immediate supervisor as soon as possible.
- 28.2 Grievances and complaints must be registered as soon as possible but in any event not later than thirty (30) working days from the date that the incident occurred.
- 28.3 The University agrees to meet and inform the Union prior to the suspension or dismissal of a member of the Union, as circumstances permit.
- 28.4 Grievances shall be dealt with as follows:

STAGE I

A union Representative shall discuss the matter with the immediate supervisor with a view to resolving it in its formative stage. The supervisor shall be given up to three (3) working days in which to give formal verbal reply.

STAGE II

If a satisfactory solution is not arrived at in Stage I, a meeting with the Vice President shall be convened to deal with the case with seven (7) working days of the conclusion of the first meeting, three (3) working days prior to written notice being given. The Union's representative and the University representatives shall not exceed three (3) each at this meeting. The decision taken at this meeting shall be confirmed in writing to the Union not later than five (5) working days after the hearing.

If the meeting is still not satisfactorily resolved, it shall be referred to the Industrial Relations Officer within five working days after receipt of the written notice.



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STAGE III

The meeting with the Vice President will be convened within seven (7) working days of referring the grievance. The Union's and the University's representatives at such meetings should not exceed five (5) in number for each side. The final decision of the University shall be confirmed in writing to the General Secretary of the Union within five (5) working days.

Representation on behalf of the suspension or dismissal of a member commences at Stage III of this Article.

STAGE IV

If at this stage the matter is still not resolved, the Union may take such steps that are available under the provisions of the Statue Law of the Commonwealth of The Bahamas, Chapter 321 , Industrial Relations Act. Including any amendments thereto.

ARTICLE 29 – DISCIPLINE AND DISCHARGE

29.1 Without discipline, the University cannot effectively perform the public service for which it has been established. When discipline is warranted, it must be prompt, exact and wholly defensible. Grounds for discipline should be such that they will stand critical examination if reviewed. Each case must be weighed on its own merits, but the decision must always be on reasonable and just grounds.

- a) When an Employee is suspended, dismissed or warned in writing, a notice of such suspension, dismissal or warning shall be given to the Employee and to the Union setting out the reasons for the suspension, dismissal or warning, and the Employee shall be given up to fourteen (14) days to reply to the letter.
- b) In the event the Employee is deemed by the Employer to have committed a breach of discipline warranting dismissal, the



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Employee may first be suspended with half (1/2) pay pending further investigation for a period not exceeding ten (10) working days, provided always that the breach does not warrant immediate dismissal. If at the end of ten (10) days the investigation is not concluded, suspension may be extended for a further period not exceeding fourteen (14) days at half (1/2) pay.

- c) No Employee will be disciplined or discharged except in accordance with this article and for just cause.

29.2 Although fixed penalties are not established, major breaches of discipline will normally call for immediate suspension or dismissal. Major breaches include but are not limited to the following:

- (a) Theft or the removal of the Employer's property without permission.
- (b) Drunkenness.
- (c) Fighting or physical violence.
- (d) Possession and/or use of narcotics or conviction for dangerous drugs subject to Article 46 (Substance Abuse) of this agreement.
- (e) Malicious damage to the University's property.
- (f) Gross insubordination.
- (g) Dishonesty.
- (h) Criminal convictions.
- (i) Unauthorized consumption of alcohol on the University's premises while on active duty or during working hours.
- (j) Failure to carry out certain control procedures that result in loss or damage to the University's assets.

29.3 Minor Breaches

- (a) Repeated lateness.
- (b) Repeated quarrelling with other Employees.
- (c) Insubordination.
- (d) Harassment and verbal intimidation and abuse.
- (e) Unauthorized use of the University's property.



- (f) Unethical and unprofessional behavior with regard to customers and staff. (Acts of discourtesy and outright rudeness).
- (g) Repeated absence without permission.
- (h) Willful violation of the Employer's known policies and regulations.
- (i) Failure to carry out certain procedures established by the Employer.

29.4 Minor infractions of the Employer's policies will be dealt with in the following manner:

29.4.1 On the first occurrence of any minor breach, an oral warning shall be given to the Employee by his immediate Supervisor in the presence of a Shop Steward or Union Representative.

29.4.2 On the second occurrence of any minor breach, a written warning shall be given to the Employee and copied to the Union.

29.4.3 On the third occurrence of any minor breach, a final warning in writing shall be given to the Employee and copied to the Union.

29.5 Grievances concerning suspension or dismissal of an Employee shall commence at stage three (3) of the grievance procedures.

29.6 If upon settlement of the grievance, it is found that an Employee has been unjustly suspended or dismissed, he shall be reinstated and compensated for the time lost as a result of such suspension or dismissal. All correspondence relating to the incident shall be removed from his personal file.

29.7 With the exception of narcotics offences and criminal convictions, all other offences listed in paragraphs two (2) and three (3) above shall have occurred on the property of the Employer or during the course of employment duties.



ARTICLE 30 – SEXUAL HARASSMENT AND DISCRIMINATION

30.1 Harassment and discrimination of any kind is unlawful. The University and the Union agree that all Employees have the right to a workplace free of verbal, 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, age or HIV/Aids status is harmful and unlawful and cannot be permitted. Any such instances should be documented and a grievance filed.

ARTICLE 31 – COMPASSIONATE LEAVE

31.1 If a death in the family of the Employee is that of a father, mother, legally adopted parent, grandparent, husband, wife, child, parent-in-law, brother, sister, or grandchild, the employee shall receive up to six (6) working days compassionate leave. Additionally, up to eight (8) working days are permissible where travel is necessary.

31.2 If the death in the family is that of sister-in-law, brother-in-law, niece, aunt, uncle, nephew, or step-parent, the Employee when absent from duty under such circumstances, will be limited to a maximum of three (3) working day. Additionally up to five (5) working days will be granted where travel is necessary.

31.3 The Employer reserves the right to request evidence to confirm the relationship to the deceased.

31.4 Should a death occur when an Employee is on vacation, vacation leave will not be converted to compassionate leave.

ARTICLE 32 – EXAMINATION LEAVE

32.1 An Employee sitting examinations for courses approved by the University shall submit evidence of the examinations to be taken. The University will grant up to two (2) working days leave per exam per year for students.



writing such examinations during the normal work hours. Such Employee shall produce satisfactory evidence of the completion and results of the examination.

ARTICLE 33 – SABBATICAL LEAVE

33.1 Employees who are approved for paid study leave shall be eligible to apply for Sabbatical Leave. Approved Sabbatical Leave shall be granted up to one semester based on the University's financial standing after (6) six years of full-time employment.

ARTICLE 34 – MATERNITY LEAVE

- 34.1 The Employer will grant maternity leave of fourteen (14) weeks at full pay subject to Paragraph 2 hereof to all female Employees and any additional leave will be granted in accordance with the Employment Act, 2001, Statute Laws of The Bahamas.
- 34.2 In a case where an Employee's infant is admitted to intensive care within the first six (6) weeks of birth, the Employee may suspend Maternity Leave and return to work. After the infant is released from hospital, Maternity Leave should commence for the duration of the Leave without forfeiting any benefits.
- 34.3 Maternity Leave without pay will be granted where the Employee is not eligible for paid leave. In the case of 33.2 above, the Employee must provide a doctor's certificate confirming that: (i) the infant is hospitalized and (ii) the Employee is medically fit to resume work.
- 34.4 Every female Employee shall submit to the local office concerned such claim forms as may be necessary to establish the eligibility for the maternity benefit.
- 34.5 No paid maternity leave will be granted more than once every two (2) years, nor will it be granted before an Employee has served for one (1) year.



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- 34.6 An Employee returning from maternity leave shall be returned in the classification held at the time maternity leave was requested. Unless otherwise agreed by the Employee, Supervisor/Manager of the department and the Union.

ARTICLE 35 – PATERNITY LEAVE

- 35.1 The Employer will grant paternity leave of four (4) weeks at full pay to all male Employees in accordance with this article.
- 35.2 No paternity leave will be granted more than once every three (3) years, nor will it be granted before an Employee has served for one (1) continuous year of employment.
- 35.4 An Employee requesting paternity leave shall provide the University with such evidence and information as is necessary to establish his eligibility.

ARTICLE 36 – ADOPTION LEAVE

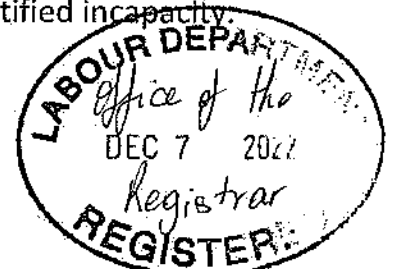
- 36.1 Employees are eligible for paid adoption leave after one (1) year (12 months) of full-time service. Documentation providing evidence of the adoption should accompany the application for leave.
- 36.2 Normally, adoption leave at full pay will not be granted more than once every three (3) years. 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.
- 36.3 Employees who adopt infants from zero (0) to nine (9) months of age are entitled to six (6) weeks of adoption leave.
- 36.4 Employees who adopt infants from ten (10) months to five (5) years of age are entitled to three (3) weeks of adoption leave.
- 36.5 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 37 – VACATION LEAVE

- 37.1 The entitlement for annual leave shall accrue after one (1) year of continuous service with the Employer.
- 37.2 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) working days' notice to the Employee affected prior to the date of commencement of the approved period and for reasons due to the requirements of the service. All accrued vacation leave must be taken prior to retirement. The accrued vacation pay should be paid up front, in advance, at the time the vacation is taken.
- 37.3 The following entitlements apply:
- (a) Employees are entitled to twenty-five days (25) vacation leave each year.
 - (b) A Middle Manager with ten (10) years of service will be eligible to an additional week vacation which shall be added permanently.
 - (d) Should a Government recognized holiday fall within the period of annual leave granted, an additional day shall be added to the number of work days of annual leave.
 - (e) Employees terminating their employment shall be paid the accrued vacation entitlement on a pro-rata basis up to the date of termination.
 - (f) Applications for vacation leave must be submitted 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.
 - (g) An Employee who falls ill while on vacation leave will be eligible for sick leave with effect from the beginning of the certified incapacity.



He must first furnish the Employer with a statement from the attending registered medical doctor stating that he is medically unfit for duty. A definite time period for illness must be given. The Employee will not, however, be permitted, if he is within The Bahamas, to resume his vacation leave unless he first returns to work on the termination of the sick leave. If the sick leave extends beyond the approved vacation leave, the Employee must return to work at the expiration of the sick leave.

- (h) An Employee who commences work not later than the 15th of the month, shall be deemed to have worked a calendar month for vacation purposes.
- (i) Accrued vacation leave not taken before the Manager retires will be paid in lieu of such leave.
- (j) In the event of death of the Employee their vacation benefits shall be given to their beneficiary.
- (k) Where an Employee has submitted a leave request which was approved in writing but subsequently cancelled by the University in writing and the Employee suffers monetary loss as a result of non-refundable travel arrangements, the University will 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 must provide documentary proof of vacation arrangements in order to benefit under this clause.

ARTICLE 38 – BOARD/COMMITTEE LEAVE

- 38.1 Employees who are appointed members of Boards and /or Committees either external or internal, may request time off from work with pay to



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attend such meetings. Such requests shall be subject to prior approval of the relevant Vice President.

ARTICLE 39 – CASUAL LEAVE

39.1 The University shall grant to all Bargaining Unit staff twelve (12) non-accrual casual work days per year.

ARTICLE 40 – SPECIAL LEAVE

40.1 The University may grant to all Bargaining Unit Employees six (6) non-accrual special leave days per year, due to fire, flood, natural disasters and personal/domestic emergencies.

ARTICLE 41 – UNPAID LEAVE OF ABSENCE

41.1 Subject to the exigencies of the service, unpaid leave of absence without loss of benefit rights may be granted under exceptional circumstances.

41.2 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. Normally such leave will not exceed one (1) year.

ARTICLE 42 - SICK LEAVE

42.1 The Employer will grant sick leave from time to time when an Employee is ill or incapacitated to a degree where he is unable to perform his duties. The pay during sick leave will be made in accordance with the provisions of Section 22(1) (b) of the National Insurance Act, Chapter 350, Statute Laws of The Bahamas.

42.2 For monthly paid Employees, such leave shall not exceed twenty-two (22) working days per year on full pay and is non-cumulative.

42.3 Such leave in excess of twenty-two (22) working days shall be paid at the rate of seven-eighths (7/8) pay up to a maximum of six (6) months and



shall be reduced to half to (1/2) pay for a maximum period of a further six (6) months.

- 42.4 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.
- 42.5 The Employee or his representative where possible should notify his supervisor within twenty-four (24) hours of any absence due to illness or otherwise. After utilizing the eight (8) working days all other absences due to sickness shall be certified by a registered medical doctor or where applicable on Family Islands, a registered health professional.
- 41.5.1 Any sick leave granted under this Section will be deducted from the total sick leave eligibility, full pay leave to be affected first.
- 42.6 In the case of sick leave extending beyond two (2) days, the Employee immediately upon his return, but not later than the day after his return (by the fourth day), must furnish the Employer with a statement from the attending physician stating that the patient is medically fit to resume his normal work duties.
- 42.7 In cases where the Employee is returning but must work in a limited capacity, the physician's statement must clearly state the work limitations. No Employee will be authorized to return to work until the above requirements are fulfilled.
- 42.8 In cases where persistent leave is taken for periods less than a full day such fraction may be counted and salary deductions may be made at the end of each pay period.

ARTICLE 43 – INDUSTRIAL INJURY AND ACCIDENT LEAVE

- 43.1 Any accident occurring while an employee is on duty shall be reported as soon as practicable to the supervisor who should report the same to the Divisional Head and Human Resources; Human Resources should report



the accident to the Claims Section of the University on the appropriate form.

- 43.2 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 Health Insurance Plan.
- 43.3 When an Employee suffers a disabling work injury properly certified by a registered medical doctor he shall be paid at his normal rate of pay from the first day after the work injury for a period not exceeding forty (40) weeks with no loss of sick leave benefits, provided that the injury was not caused by negligence of the employee.
- 43.4 An Employee may at any time during his absence due to injury be required to submit himself or herself for medical examination by a registered medical doctor as assigned by the Employer.
- 43.5 The pay during such leave shall be regulated in accordance with the provisions of Section 22(1) (b) of the National Insurance Act.
- 43.6 When the employee returns to work after recovering from the injury he shall be reinstated in the position he occupied at the time of the injury (provided he is able to perform the duties and responsibilities as he did before the accident) or given alternative work of a comparable nature without loss of pay or seniority.

ARTICLE 44 – JURY DUTY

- 44.1 The Employer agrees 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. Employees on Jury Duty are required where possible to report to work prior to attending Jury Duty.
- 44.2 In those cases where an Employee reports for Jury Duty and is:
- (a) Not selected or empanelled, or



- (b) Selected or empanelled but later excused for the remainder of the days, such Employee shall be required to return to work.

ARTICLE 45 – UNION LEAVE

- 45.1 An Employee elected to office in the Union, the pursuance of which requires a leave of absence, may be granted such leave with pay for a period not exceeding twenty (20) work days per annum, subject to the needs of the Employer. A maximum of two (2) Employees may be granted leave at any one (1) time.
- 45.2 An Employee returning to work after paid leave of absence granted under this Article shall be:
 - a) Returned to his former position or in the event that his former position is no longer available, to a position in line with his ability and previous experience.
 - b) Returned to the salary level he would have been paid had he not been granted such leave of absence.
- 45.3 Requests for leave of absence shall be made in writing to the officer responsible for Human Resources as far in advance of the effective date as possible, but not less than thirty (30) days in advance, except in cases of emergency.
- 45.4 If leave with pay is granted the payment will be discretionary and may be at full or half pay; other than as specified in this article.

ARTICLE 46 – SUBSTANCE ABUSE

- 46.1 The University and the Union are committed to ensuring and providing 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.



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- 46.2 The University and the Union also recognize 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.
- 46.3 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:
- a) An Employee's work performance or on-the-job behavior may have been affected in any way by alcohol or drugs.
 - b) 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.
 - c) An Employee has been involved in an on-the-job accident resulting in property damage or personal injury requiring medical attention.
 - d) An Employee has been charged in association with drugs or alcohol.
- 46.4 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.
- 46.5 Treatment shall be allowed for a maximum of three (3) times. A reoccurrence after the third treatment may result in termination. The Employer shall be responsible for the cost associated with the first two (2) treatments only. If treatment is required on a third reoccurrence, the cost shall be borne by the Employee. Should



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the Employee be unwilling to cooperate in this third instance, this will be considered as an act of self-termination.

46.6 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/Supervisor shall monitor the Employee's performance and productivity in the following manner for a period of six (6) months:

- a) Observe and monitor performance
- b) Keep written records of the same
- c) Verbally counsel the Employee; and
- d) Refer the matter to the relevant Vice President when no success is achieved from the above.

46.7 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. All information and records regarding treatment shall remain confidential.

ARTICLE 47 – ALLOWANCES

47.1 Entertainment

For University related matters – where incidental expenses are incurred, Employees are eligible to be reimbursed these expenses, up to a maximum of five hundred dollars \$500 per annum.

47.2 Mileage Allowance

Directors, Executive Assistant to President will receive a monthly mileage allowance of one hundred dollars (\$100), and Assistant Directors will receive a monthly mileage allowance of fifty dollars (\$50).

47.3 Overtime Meal Allowance

Employees working overtime for three (3) continuous hours before/after working time shall be provided with meal vouchers that shall not exceed seven dollars (\$7).



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The overtime hours to be worked must be pre-approved by the Employee's Division Head.

ARTICLE 48 – INCENTIVE AWARDS

- 48.1 The University agrees with the principle of an Incentive Award Programme and shall continue to pursue ways to reward exceptional service, for example, special projects, committee work (internal and external to the University).
- 48.2 **Parking**
Directors shall be assigned marked parking spaces; preferably within the area in which they work.

ARTICLE 49 – RETIREMENT

- 49.1 Former College of The Bahamas Employees in the government pension shall be eligible to retire after attaining the age of sixty-five (65) years or upon completion of thirty years (30) of service in a pensionable office.
- 49.2 The Employee shall inform the Employer at least twelve (12) months of his desire to retire.
- 49.3 Twelve (12) months prior to retirement, a member of the Human Resources Department will notify and discuss with each retiring Employee, details of his pension options and entitlement.

ARTICLE 50 – PRE-RETIREMENT

- 50.1 Should a former College of The Bahamas Employee on the government pension choose the option to retire at age sixty-five (65) or thirty (30) years of service the University will make every effort to offer these Employees nearing retirement the opportunity to be involved in workshops or seminars that heightens the Employee's awareness to preparations that are key to a successful retirement.
- 50.2 Pensionable Employees who wish to request deferred retirement or temporary re-employment after retirement must apply in writing six (6) months prior to the normal Retirement Date. The University must make every effort to reply one (1) month after receipt of request.



- 50.3 Nearing the retirement of a Pensionable Employee, the University will discuss all benefit matters relating to pension, gratuity and or group medical insurance.
- 50.4 Additionally the University will allow the Employee to proceed on accumulated vacation prior to reaching retirement age to enable the Employee to utilize any accumulated vacation days due.

ARTICLE 51 – TERMINATION PAY

- 51.1 Where the services of a full-time permanent Employee is terminated by the University, except for serious misconduct, theft of the University's funds or property, or for malicious damage to the University's property or willful neglect of duty resulting in damage to the University's property, the University will pay one (1) month's basic pay for each year of service up to a maximum of forty eight (48) weeks.
- 51.2 Within ten (10) business days of a dismissal the University shall pay all monies due except for the pension proceeds.
- 51.3 Within forty-five (45) days, all documentation relative to the pension, shall be forwarded to the Pension Department

ARTICLE 52 - HEALTH AND SAFETY

- 52.1 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 University will undertake to provide First Aid training for those selected and provide First Aid kits.
- 52.2 The Employer will carry out Fire Drills twice per year at each location housing ten (10) or more Employees. The University agrees to equip all buildings with fire extinguishers, which should be checked periodically.
- 52.3 It is recognized that some events are beyond the University's control and temporary hardships may occur. However, Employees will not normally be required to work under unsafe or unsanitary conditions.
- 52.4 The Union recognizes that Employees share in the responsibility of providing a healthy and safety work environment. The Employer will appoint two (2)



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members from the bargaining unit to sit on the Health and Safety Committee of the University.

ARTICLE 53 – MENTORSHIP PROGRAMME

- 53.1 The University will initiate a Leadership/Mentorship programme for Managers in line with our ambition to develop a fully inclusive University community which encourages everyone to flourish and reach their potential with a positive and supportive culture. The University will initiate a Mentorship Programme for Managers with the aim of increasing the pool of individuals who are contributing to its governance and leadership
- 53.2 Within thirty (30) days of the signing of this Agreement the University will strike a committee to develop and implement, within four (4) months, a mentorship programme for Middle Managers.

ARTICLE 54 – INCREMENTS

- 54.1 The University reconfirms its commitment to undertake a Incremental Administration Study and to implement its recommendations effective July 1, 2022.
- 54.2 The University commits to create a policy related to increments assigned to promotions for Middle Managers.

ARTICLE 55 - SALARY RE-ASSESSMENT

- 55.1 A Middle Manager may request in writing a reassessment of his salary from the Vice President Human Resources.
- 55.2 Within thirty (30) working days of receipt of the request the Vice President, Human Resources, shall inform the Middle Manager and the Union of the outcome.
- 55.3 A Middle Manager who does not agree with the outcome of the reassessment may file a grievance.



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ARTICLE 56 - HEALTH AND LIFE INSURANCE

- 56.1 The University will provide insurance coverage through a group insurance plan, for all bargaining unit staff. The coverage shall include health, dental, vision and life. Coverage is also available for an Employee's spouse and dependents but, at cost to the Employee.
- 56.2 The insurance premium that will be paid by the University in respect of insurance coverage shall be as follows:
- 60% for life and health coverage for the Employee
 - 100% for dental and vision coverage for the Employee
 - 100% coverage for employees with services in excess of thirty (30) years
 - Life portion shall be up to \$50,000
- 56.3 The Employee shall pay the coverage for the Employee's spouse and dependents.

ARTICLE 57 - DEDUCTION OF UNION DUES

- 57.1 During the life of this Agreement, the University agrees to deduct from the pay of Employees who are or become members, monthly membership dues uniformly levied upon members and as authorized by the member in writing to be deducted by the University.
- 57.2 Union membership dues deducted in any one month shall be dues for the month in which the deduction is made.
- 57.3 Deduction of Union dues will commence in the month following the month in which the authorized form was received by the University from the respective member.
- 57.4 If a member wishes to cease deductions of union dues, he must notify the University in writing, and all deductions will cease two months following the month in which the written notice was received by the University.
- 57.5 A deduction will be made only after any and all claims by the University against the member's pay have been satisfied.
- 57.6 The University will provide the Union, on a quarterly basis, with a list of members from whom deductions have been made together with a cheque in



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respect of the total amount deducted by the end of the month for which such dues are payable.

ARTICLE 58 – AGENCY SHOP

58.1 Whenever the Union presents a Certificate of Agency Shop issued by the Minister of Labour under the provisions of The Industrial Relations Act, Part IV, Section 47, the following shall apply:

- a) 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 not being members of the Union, but are a part of the Bargaining Unit
- b) That the University shall submit all monies collected from Employees affected by the Agency Shop in the same manner and at such time as Union members' dues are submitted to the Union.

ARTICLE 59 – INCORPORATION CLAUSE

59.1 The terms and conditions of employment found in this Industrial Agreement are hereby incorporated *mutatis mutandis* into the individual contracts of employment of the Employees in the Bargaining Unit.

ARTICLE 60 – PERIOD OF AGREEMENT

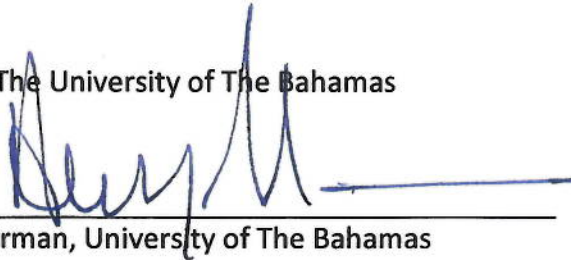
60.1 This Agreement and Salary Scale contained unless otherwise expressly stated herein shall be effective **July 1, 2018 - June 30, 2023** for Five (5) Years. In the absence of any signed agreement after this period, the contents of this Agreement will be binding until a new agreement is signed.



**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SIGNED THIS AGREEMENT
THIS 20TH DAY OF SEPTEMBER IN THE YEAR 2022**

At the University of The Bahamas, Oakes Field, Nassau, Bahamas.

For The University of The Bahamas



Chairman, University of The Bahamas



President, University of The Bahamas

For the Public Managers Union

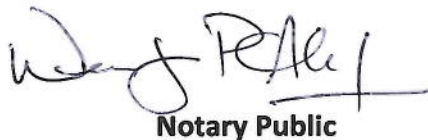


President, Public Managers Union

Secretary General, Public Manager's Union

SUBSCRIBED AND SWORN TO before me

This 20th day of September 2022 at The University of The Bahamas



Notary Public



APPENDIX A

MEMBERS OF THE BARGAINING UNIT

Assistant Director I

Assistant Director II

Assistant Director III

Deputy Director

Director I

Director II



Handwritten initials