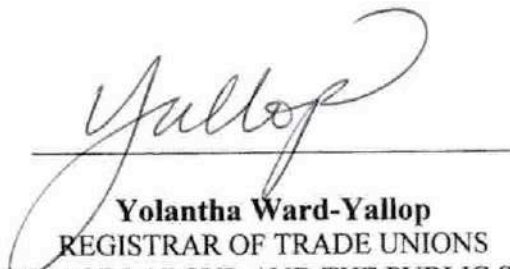




## INDUSTRIAL AGREEMENT REGISTRATION CERTIFICATE

*(pursuant to sections 49 and 50 of the Industrial Relations  
(Amendment) Act, 2012, Statute Laws of The Commonwealth of The Bahamas)*

In my capacity as the Registrar of Trade Unions, I hereby certify that the Industrial Agreement between the **UNIVERSITY OF THE BAHAMAS** and the **PUBLIC MANAGERS UNION** has been duly registered this 27th day of May, 2025, and is effective from the 1st day of July, 2024, until the 30th day of June, 2029.



**Yolantha Ward-Yallop**  
REGISTRAR OF TRADE UNIONS  
MINISTRY OF LABOUR AND THE PUBLIC SERVICE  
NASSAU, BAHAMAS





# UNIVERSITY OF THE BAHAMAS



Industrial Agreement Between The  
University of the Bahamas  
And  
Public Managers Union  
July 1, 2024 to June 30, 2029



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## ARTICLE 1 — RECOGNITION

- 1.1. The University recognizes the Public Managers Union as the sole Bargaining Agent for all full-time non-contractual 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 fixed terms and conditions.

## ARTICLE 2 — AGREEMENT SUPREMACY

- 2.1. This Industrial Agreement shall supersede 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 Members of this Bargaining Unit, this Agreement shall take precedence.
- 2.2. Prior to the implementation of policies not directly affecting terms and conditions of Members of this Bargaining Unit, the University shall advise the Union.
- 2.3. If any provision of this Agreement shall be found contrary to statutory laws of The Bahamas, then such provision shall be amended to bring it into conformity with the law: all other provisions shall continue in full force and affect.

## 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 Members of this Bargaining Unit, the efficient and economic operation of the University through an orderly, constructive and mutually beneficial relationship.
- 3.2. The Article 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 terms and conditions of employment of Members of this Bargaining Unit covered under this Agreement.



- 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, Chapter 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 the agreement shall be interpreted to mean the following:

- 5.1. **"Absent"**  
An Employee is "absent" when he/she does not report to work; does not call in and upon his/her 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 Member of this Bargaining Unit to take on or assume additional duties which are not directly in the scope of his job description.
- 5.4. **"Agency Shop"**  
"Agency Shop" means an agreement between the Employer and the recognized Union which requires non-union Members that fall under the Bargaining Unit to pay Agency Shop fees, under the statute law of The Bahamas Industrial Relations Act, Section 47.



5.5. ***“Executive Leadership Team”***

“Executive Leadership Team” consists of the President, Executive Vice President, Provost and other senior administrative officers of the University and Chief of Staff according to the University of The Bahamas Act.

5.6. ***“Allowance”***

“Allowance” is defined as payment issued to a Member of the Bargaining Unit that is not a part of his regular salary.

5.7. ***“Bargaining Unit”***

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

5.8. ***“Consultation”***

The term “Consultation” shall be interpreted as the process whereby the University and the Union discuss matters which are of concern to either party.

5.9. ***“Employee”***

The term “Employee” shall be interpreted as any salaried person within the Bargaining Unit (Appendix A).

5.10. ***“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, as amended 2023.

5.11. ***“Grievance”***

A “Grievance” is a complaint or disagreement of a Member of the Bargaining Unit regarding the application of their terms and conditions of employment.

5.12. ***“Half Day”***

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

5.13. ***“Management”***

“Management” means any individual having authority in the interest of the Employer to recommend the hiring, transfer, suspension, redundancy, promotion, termination, assignment, reassignment, assessment of performance of other Employees or having the responsibility to them to address their grievances.



- 5.14. **"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.
- 5.15. **"Onboarding"**  
"Onboarding" is defined as session(s) held to integrate new employees into the University. Human Resources and all other relevant persons should conduct these sessions.
- 5.16. **"Per Diem"**  
"Per Diem" means allowance paid by the University to Members of this Bargaining Unit who travel domestically and internationally in respect of official University business.
- 5.17. **"Public Holiday"**  
The term "Public Holiday" shall be interpreted to be any day declared a Public Holiday under the provisions of the Public Holiday Act, Chapter 36, Statute Laws of The Bahamas, or any subsequent legislation.
- 5.18. **"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 or discontinuance of some function of the operations of the University in conformity with the provisions of the Employment Act, 2001, and any subsequent legislation.
- 5.19. **"Seniority"**  
The term "Seniority" shall mean the Employee with the longest years of service within the University. Seniority ought not to be confused with experience and will only be a factor where employees are considered of equal ability.
- 5.20. **"Suspension"**  
"Suspension" shall mean when a Member of this Bargaining Unit is released from work and all duties, for disciplinary reasons on full pay at which time an investigation shall be carried out for a period of no more than fourteen (14) days.
- 5.21. **"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.
- 5.22. **"Time in Lieu"**  
"Time in Lieu," also known as compensatory time, is when employees receive paid time off instead of overtime pay for extra hours worked beyond their regular schedule.





- 5.23. ***“Union”***  
The term “Union” means the Public Managers Union registered under the Statute Laws of The Bahamas, Chapter 321, and the Industrial Relations Act.
- 5.24. ***“Union Dues”***  
The term “Union Dues” shall mean the amount of monthly dues uniformly levied by the Union on its members in accordance with the Constitution and bylaws, as payment for membership in the Union.
- 5.25. ***“University”***  
The term “University” means the University of The Bahamas established and existing by virtue of the University of The Bahamas Act, 2016, as amended 2023.
- 5.26. ***“Work Day”***  
The term “Work Day” means eight (8) consecutive hours inclusive of one (1) hour for lunch.
- 5.27. ***“Work Week”***  
The term “Work Week” means five (5) working days, normally Monday – Friday, up to a maximum of forty (40) hours.

#### **ARTICLE 6 — INTERPRETATION**

- 6.1. In the event of any questions or differences 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 noticeboards 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 Bylaws and keep the University advised of any amendments thereto.
- 7.4. The University will allow principal designated Union Officers or designate 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 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 Vice President (VP) of Human Resources (HR) or designate 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 Vice President of Human Resources or designate 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 this 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 Negotiation 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 three (3) 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 three (3) 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 Onboarding, 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 three (3) Representatives for such tours.
- 7.17. No Member of the Bargaining Unit working in the Human Resources Department of the University shall be allowed to sit on the Executive Committee of PMU.

#### **ARTICLE 8 — RIGHTS OF UNION OFFICIALS**

- 8.1. The University agrees that it will not affect 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 case 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 dispute's 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 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 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) persons 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 of Human Resources will be convened within ten (10) working days of referring the grievance. The Union's and the University's representatives at such a meeting should not exceed seven (7) in number for each side. The final decision of the University shall be confirmed in writing to the Secretary of the Union within seven (7) 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) in writing.



- 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 Industrial Relations Act, Chapter 321.
- 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 Industrial Relations Act, Chapter 321, report a trade dispute to the Minister.

#### **ARTICLE 12 — NEW EMPLOYEE ONBOARDING**

- 12.1. Within the first three (3) months of employment, an onboarding 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.

#### **ARTICLE 13 — PROBATION**

- 13.1. All newly hired Employees shall be under probation for a period of twelve (12) 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 nine (9) months commencing from the first date of promotion.
- 13.3.1. All newly appointed Employees shall be under probation for a period of twelve (12) months commencing from the first date of appointment.
- 13.4. Employees shall be informed of their performance at least twice, once every three (3) months before the probationary period is due to expire.



13.5. The University shall normally give the Employee four (4) weeks' notice if their services are terminated (new hires) or if they will be returned to their previous position (new promotions) during their probationary period. An Employee, in the case of resignation while under probation, shall provide the University with four (4) weeks' notice.

13.6. Failure to inform any probationary Employee of his/her 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. The standard hours of work will be forty (40) hours per week. The normal working hours will be between 9:00 a.m. – 5:00 p.m., inclusive of the lunch hour.

14.2. Due to the operational demands of certain departments, Members of the Bargaining Unit may be required to work on a Saturday or Sunday, outside of the normal work week or outside of the 9:00 a.m. – 5:00 p.m. time frame.

a. In the event that, a Member of the Bargaining Unit is required to work either Saturday or Sunday, it is agreed that they will have two (2) consecutive days off.

b. In the event that, a Member of the Bargaining Unit is required to work Saturday and Sunday for a minimum of four (4) hours and a maximum of eight (8) hours each day, it is agreed that they will be paid in lieu of time off.

#### **14.3. HALF DAY**

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

#### **ARTICLE 15 — 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/promotion/ reclassification. 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.



#### **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 — EMPLOYEE FILE**

- 17.1. Any Member of the Bargaining Unit shall be allowed to inspect, in the presence of a University representative, their employee file at any time once an appointment is made with HR.
- 17.2. 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. All adverse items to be put on the file, except those originating from the Employee, will be copied to the Employee and the Union.

#### **ARTICLE 18 — RELATIONSHIP**

- 18.1. At the signing of the document, the Employer will provide PMU two signed copies.
- 18.2. Employees will be provided with a copy of this Agreement via the University's website.

#### **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.

#### **ARTICLE 20 — PERFORMANCE EVALUATIONS**

- 20.1. The immediate Supervisor will review the performance evaluation of each Member of this Bargaining Unit under his portfolio semi-annually. Increments will be awarded to deserving Employees, provided their overall performance rating during the year has been satisfactory. If there are no further increments available in the Members of this Bargaining Unit's respective scale, he/she shall automatically receive an honorarium equal to his annual increment.

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 Member of this Bargaining Unit.



- 20.2. 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/her increment was withheld.
- 20.3. 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.
- 20.4. 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 recognizes the importance of maintaining the highest level of efficiency. Employees under the Bargaining Unit will be promoted based on the recommendation of any two (2) 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 Director 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
  - h. Eligibility requirements listed in 21.6.
- 21.2. The recommendations and approval for the promotion, verified require by the signature (s), 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. Promotion to a Director I or Director II is subject to a vacancy. There shall only be one Director I or Director II in every department.
- 21.5. 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.





21.6. To be eligible to apply for a promotion, members of this bargaining unit must have the following:

- **Assistant Director I to Assistant Director II:**
  - Associate's Degree with 5 years' experience at the Assistant Director I level
  - Bachelor's Degree with 3 years' experience at the Assistant Director I level
- **Assistant Director II to Assistant Director III:**
  - Associate's Degree with 5 years' experience at the Assistant Director II level
  - Bachelor's Degree with 3 years' experience at the Assistant Director II level
- **Assistant Director III to Deputy Director:**
  - Associate's Degree with 5 years' experience at the Assistant Director III level
  - Bachelor's Degree with 3 years' experience at the Assistant Director III level
- **Deputy Director to Director I:**
  - Bachelor's Degree with 4 years' experience at the Deputy Director
  - Master's Degree with 2 years' experience at the Deputy Director
- **Director I to Director II:**
  - Bachelor's Degree with 7 years supervisory experience as Director I experience; or
  - Master's Degree with 5 years supervisory experience as Director I experience; or
  - Doctorate degree with 3 years supervisory experience as Director I experience.

#### ARTICLE 22 — POSITION ANNOUNCEMENTS

22.1. Vacant positions shall always be advertised electronically through the University. Such notices shall state the required qualifications and experience as well as the salary scale and job description and shall be copied to the Union at least three (3) days 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 at least ten (10) working days.

22.3. To be eligible to apply for a position, Members of this Bargaining Unit must have the following:

- **Assistant Director I, II, III:** Associate Degree with 7 to 10 years supervisory experience or equivalent
- **Assistant Director I, II, III:** Bachelor's Degree with 2 to 5 years supervisory experience or equivalent



- **Deputy Director:**
  - Master's Degree with 3 to 5 years supervisory experience or ADIII experience or equivalent; or
  - Bachelor's Degree with 5 to 7 years supervisory experience or ADIII experience or equivalent
- **Director I and II:**
  - Bachelor's Degree with 5 to 7 years supervisory experience or Deputy Director experience or equivalent; or
  - Master's Degree with 3 to 5 years supervisory experience or Deputy Director experience or equivalent; or
  - Doctorate degree with 2 to 3 years supervisory experience or Deputy Director experience or equivalent.

### 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.
- In the event of one internal candidate who is currently performing the duties, the Search Committee need not convene to interview the candidate. However, for the candidate to be confirmed, at least one performance evaluation with a "exceeds expectation" or above rating within the position, must be obtained.
  - In the case of multiple candidates, a Search Committee will be convened.
- 23.2. The University will notify the Union at least three working days before the interview process of persons who have been shortlisted for a position within the Bargaining Unit.
- 23.3. The University shall also make a request to have one (1) member from the PMU to 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. Where appropriate, it is considered to be part of an Employee's normal duties to act as a replacement for their Department Head 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/her with an opportunity to demonstrate his/her capabilities and gain valuable experiences.



- 24.2. When the need arises for a Member of the Bargaining Unit to act for a period in a more senior position than that in which they are being paid, the Member of this Bargaining Unit appointed to act will be paid the difference between the two (2) salaries, or \$375.00 per month, whichever is greater.
- 24.3. 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.
- 24.4. 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.
- 24.5. An Employee appointed to act shall not lose their acting allowance if leave is not in excess of three consecutive days.

24.6 **RESPONSIBILITY ALLOWANCE**

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/she shall be paid a responsibility allowance of \$375.00 per month.

An employee appointed a responsibility allowance shall not lose their responsibility allowance during a period of absence of three days or less due to casual or vacation leave. However, any absence exceeding three days will result in the loss of the responsibility allowance for the duration of the absence.

**ARTICLE 25 — TRAINING/PROFESSIONAL LEAVE**

It is recognized that training is important for the improvement of personal performance and efficiency.

- 25.1. All full-time Employees are encouraged to improve their educational and professional standards and skills.
- 25.2. Members of this Bargaining Unit shall be eligible to apply for professional leave with up to six thousand dollars (\$6,000.00) financial support once every two (2) years. This support includes a maximum of five thousand dollars (\$5,000.00) for international travel and one thousand dollars (\$1,000.00) for domestic travel. The funds may be used to cover airfare, transportation, conference fees, accommodation, and Per Diem.

While the Employer is prepared to initiate or facilitate educational training, full-time Employees may 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 meet the following criteria:



- 25.2.1. Have prior approval from the Department Head and University Officer, subject to budgetary constraints.
  - 25.2.2. Pursue approved courses or a specific programme of study at University of The Bahamas or at another accredited institution and not-for-profit institutions, up to the Doctoral level and professional certifications in alignment with the strategic plan and objectives of the University.
  - 25.2.3. Leads to a Professional Certification
- 25.3. On an annual basis, and subject to budgetary constraints, the University will allocate \$150,000.00 per Fiscal Year for professional development opportunities through 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 Employee's performance on the job.
- 25.4. Up to \$1,500.00 registration fee in addition to the international travel amount stated in 25.2.
- 25.5. Normally, three (3) months prior to the professional leave, the Employee shall apply and submit a rationale for the leave to his/her Vice President.
- 25.6. Within four (4) weeks of their return from the leave, Employee who receive financial support must also complete and submit the Expense Report to the relevant Vice President.

**ARTICLE 26 — RESIDENT, ONLINE AND PART-TIME STUDY**

Subject to need and financial exigencies of the University, Members of the Bargaining Unit are eligible for Resident, Online and Part-Time Study. Resident, Online and Part-Time Study provides Members of the Bargaining Unit an opportunity to pursue a graduate degree programme that is offered locally or via distance learning without having to take Study Leave (Paid, or Unpaid) or a leave of absence from their normal duties and responsibilities.

**26.1 Eligibility**

- 26.1.1 Members of the Bargaining Unit shall be eligible for this award if they
  - 26.1.1.1 are Bahamian Nationals or Permanent Residents with the right to work;
  - 26.1.1.2 have been employed at the University for five (5) years.
- 26.1.2 Members of the Bargaining Unit shall receive up to two thousand five hundred dollars (\$2,500.00) per semester or up to five thousand dollars (\$5,000.00) per year;
- 26.1.3 one time only, the most direct economy class fare to and from the place of study to fulfill residency/internship requirements; and



## Conditions

- 26.1.4 The Provost and relevant Vice President must approve the institution at which the Members of the Bargaining Unit member intends to enroll and the programme of study. Any changes to the programme of study must be approved Provost and relevant Vice President. Not for profit institutions will be considered.
- 26.1.5 Members of the Bargaining Unit shall
- 26.1.6 maintain a minimum cumulative grade point average of 3.00;
  - 26.1.7 submit an official transcript at the end of each semester to the Provost and Vice President (VP), Human Resources.
  - 26.1.8 confirm that he/she will complete the programme within the stipulated time and notify the Provost and VP, Human Resources, of the expected completion date; and provide evidence of the successful completion of the degree programme to the Provost and Vice President (VP), Human Resources, who shall place the Member of the Bargaining Unit on the relevant salary scale.
- 26.2 Members of the Bargaining Unit pursuing master's degrees shall be eligible for up to four (4) years; Members of the Bargaining Unit pursuing doctoral degrees shall be eligible for up to six (6) years.
- 26.3 Failure to maintain the required grade point average and/or failure to submit official transcripts will result in withdrawal of this award. After a one semester grace, Members of the Bargaining Unit may reapply should they have lost the award.
- 26.3.1 seek approval for any changes to the programme of study. This must be approved by the Provost and relevant Vice President, before any change takes place.
- 26.3 Members of the Bargaining Unit shall be bonded to the University on a *pro-rata* basis.
- 26.4 The University will grant up to two (2) working days leave per examination for studying and writing such examination during the normal work hours, with a maximum of five (5) working days each semester to accommodate the sitting of examinations.
- 26.5 Application Procedure
- 26.5.1 Members of the Bargaining Unit shall forward an application for Resident, Online and Part-Time Study to their relevant supervisor along with the following:
    - 26.5.1.1 a copy of the intended programme of study and its duration;
    - 26.5.1.2 a brief narrative that speaks to the relevance of the programme to the relevant department and the University; and
    - 26.5.1.3 upon receipt, a letter of acceptance into the desired programme from an accredited (not for profit) institution.
  - 26.5.2 The relevant Vice President shall forward the application, along with supporting documentation and his/her recommendation, to the Provost and Vice President (VP), Human Resources.



- 26.5.3 Vice President (VP), Human Resources shall review applications, inclusive of supporting documentation, and forward recommendations to the President.
- 26.5.4 Vice President (VP), Human Resources shall notify the Members of the Bargaining Unit Member of its decision.
- 26.6 Members of the Bargaining Unit denied this award shall have the right to appeal which will be considered during the next round of applications.
- 26.7 Members of the Bargaining Unit who have received this award are not eligible for another study leave award within a seven-year period.

#### **ARTICLE 27 — TECHNOLOGICAL AND MECHANIZATION CHANGES**

- 27.1. 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.
- 27.2. 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.
- 27.3. 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.
- 27.4. All new jobs or changed jobs resulting from such changes will be first offered to qualified Employees in the area.
- 27.5. Management will inform Employees of and copy the union on all decisions impacting the institution. Decisions from the University entities, including the Union, 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 28 — REDUNDANCY**

- 28.1. 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 redundant Employee(s) shall be selected in the following order:



- a. Every effort will be made to relocate staff wherever suitable vacancies are available and Management shall undertake to provide such training as is necessary prior to or subsequent to the assignment of new duties.
  - b. In all such cases, the Union shall cooperate with the Employer.
  - c. Any Employee in the position has reached the age of early or mandatory retirement, such Employee shall be given the option to either retire or be made redundant
- 28.2. 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.

#### **ARTICLE 29 — GRIEVANCES AND COMPLAINTS**

- 29.1. 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.
- 29.2. 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.
- 29.3. The University agrees to meet and inform the Union prior to the suspension or dismissal of a Member of the Union, as circumstances permit.
- 29.4. A grievance form shall be completed, signed by the reporting Manager and Employee. 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 within seven (7) working days of the conclusion of the first meeting, three (3) working days prior to written notice being given. The Unions 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.



### 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 Statute Law of the Commonwealth of The Bahamas, Chapter 321 Industrial Relations Act, including any amendments thereto.

## ARTICLE 30 — DISCIPLINE AND DISCHARGE

- 30.1. 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 withstand critical examination if reviewed. Each case must be weighed on its own merit, but the decision must always be on reasonable and just grounds.
- 30.2. Although fixed penalties are not established, major breaches of discipline will normally call for immediate suspension or dismissal.
- 30.3. 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





30.4. Major infractions of the Employer's policies will be dealt with in the following manner:

- a. In the event the Employee is deemed by the Employer to have committed a breach of discipline warranting suspension or a dismissal.
- b. The Employee may first be placed on administrative leave with pay pending further investigation for a period not exceeding ten (10) working days, provided that the breach does not warrant immediate dismissal. The Employee shall be given up to fourteen (14) days to reply to the letter. If at the end of ten (10) days the investigation is not concluded, administrative leave may be extended for a further period not exceeding fourteen (14) days.
- c. Pending the outcome of the results of the investigation, a disciplinary committee will be convened in accordance with Stage III.
- d. 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 appeal.
- e. No Employee will be disciplined or discharged except in accordance with this Article and for just cause.

30.5. Minor breaches

- a. Repeated lateness
- b. Repeated quarreling 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

30.6. Minor infractions of the Employers' policies will be dealt with in the following manner:

30.6.1. On the 1st 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.

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

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

30.7. Grievances concerning suspension or dismissal of an Employee shall commence at Stage III of the grievance procedures.



30.8. If upon settlement of the grievance it is found that an Employee has been unjustly suspended or dismissed, he/she 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/her personal files.

30.9. 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 31 — SEXUAL HARASSMENT AND DISCRIMINATION**

31.1. 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, sexual orientation, marital status, religious affiliation, political opinion, age or medical condition, is harmful and unlawful and cannot be permitted. Any such instances should be documented, and a grievance filed.

#### **ARTICLE 32 — COMPASSIONATE LEAVE**

32.1. If a death in the family of a Member of this Bargaining Unit 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 with pay. Additionally, up to two (2) working days are permissible where travel is necessary with pay.

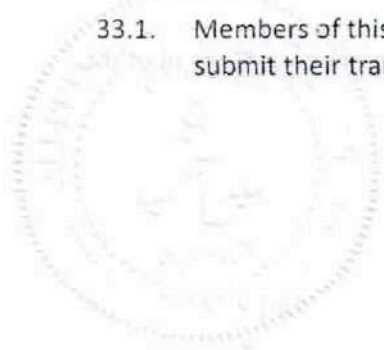
32.2. If the death in the family is that of sister-in-law, brother-in-law, niece, aunt, uncle, nephew, or step-parent, the Members of this Bargaining Unit, when absent from duty under such circumstances, will be limited to a maximum of three (3) working days. Additionally, up to two (2) working days will be granted where travel is necessary with pay.

32.3. The Employer reserves the right to request evidence to confirm the relationship with the deceased. All requests for compassionate leave must be accompanied by evidence confirming a relationship to the deceased.

32.4. Should a death occur when an Employee is on vacation,  
a. Vacation leave will not be converted to compassionate leave  
b. Members of this Bargaining Unit is responsible for informing the University  
c. Members of this Bargaining Unit are still entitled to Compassionate Leave

#### **ARTICLE 33 — EXAMINATION LEAVE**

33.1. Members of this Bargaining Unit sitting examinations for courses approved by the University shall submit their transcript and evidence of the examination(s) to be taken.



33.2. The University will grant up to two (2) working days leave per exam for studying and writing such examination(s) during the normal work hours, with a maximum of five (5) working days each semester to accommodate the sitting of examinations with pay. Such Employee shall produce satisfactory evidence of the completion and results of the examination(s).

#### **ARTICLE 34 — STUDY LEAVE**

34.1. 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 (1) semester based on the University's financial standing after six (6) years of full-time employment.

#### **ARTICLE 35 — MATERNITY LEAVE**

35.1. 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.

35.2. 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.

35.3. Maternity Leave without pay will be granted where the Employee is not eligible for paid leave. In the case of 35.2 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.

35.4. 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.

35.5. 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.

35.6. 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 36 — PATERNITY LEAVE**

36.1. The Employer will grant Paternity Leave of four (4) weeks at full pay to all male Employees in accordance with this Article.



- 36.2. 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.
- 36.3. *Paternity Leave* shall only be granted in respect of the birth of the Employee's child.
- 36.4. An Employee requesting *Paternity Leave* shall provide the University with such evidence and information as is necessary to establish his eligibility.
- 36.5. An employee who is not eligible for paid family leave will be granted one (1) week unpaid leave in accordance with Section 20 of the Employment Act which states:  
*20. (1) An employee who has been employed for at least six months is entitled to family leave without pay for a period not exceeding one week per annum following — (a) the birth of a child; or (b) the death or illness of a child, spouse or parent. (2) Every employee shall be required to provide to the satisfaction of his employer evidence of birth, death or illness, as the case may be.*

#### **ARTICLE 37 — ADOPTION LEAVE**

- 37.1. Employees are eligible for paid *Adoption Leave* after one (1) year (twelve (12) months) of full-time service. Documentation providing evidence of the adoption should accompany the application for leave.
- 37.2. 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.
- 37.3. Employees who adopt infants from zero (0) to nine (9) months of age are entitled to six (6) weeks of *Adoption Leave*.
- 37.4. Employees who adopt a child from ten (10) months to five (5) years of age are entitled to three (3) weeks of *Adoption Leave*.
- 37.5. Employees who adopt children over five (5) years old may apply for leave under the provision in the *Special Leave Policy*.

#### **ARTICLE 38 — VACATION LEAVE**

- 38.1. The entitlement for annual leave should accrue after six (6) months of continuous service with the Employer.
- 38.2. Leave shall be taken subject to the operational circumstances.
- 38.3. The Employer shall have the right to vary the leave dates by giving twenty (20) 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.



38.4. The following entitlements apply:

- a. Employees are entitled to twenty-five (25) days' Vacation Leave each year.
- b. A Member of this Bargaining Unit with ten (10) years of service will be eligible for an additional five days' vacation to a maximum of thirty (30) days.
- c. 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.
- d. Employees terminating their employment shall be paid the accrued vacation entitlement on a pro-rata basis up to the date of termination.
- e. 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.
- f. 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/she must first furnish the Employer with a statement from the attending registered medical doctor stating that he/she 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/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 must return to work at the expiration of the Sick Leave.
- g. In the event of death of the Employee, their vacation benefits shall be given to their beneficiary.
- h. 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 39 — BOARD/COMMITTEE LEAVE**

39.1. Employees who are appointed members of Boards and/or Committees either external or internal, may request time off from work with pay to attend such meetings. Such requests shall be subject to prior approval of the relevant Vice President.

**ARTICLE 40 — CASUAL LEAVE**

40.1. The university shall grant to all bargaining unit staff twelve (12) non-accrual casual workdays per year with pay.

40.2. Casual Leave shall not exceed twelve (12) days in any calendar year.

40.3. Only one application shall be considered in any one month.

40.4. Casual Leave cannot be combined with other types of Leave.

40.5. Casual Leave may not be added to Vacation, Sick or Compassionate Leave.

40.6. Casual Leave will not extend beyond three (3) days in any one month up to a maximum of twelve (12) days in any one calendar/academic year and shall not include weekends.

40.7. Applications for Casual Leave must be approved by the immediate Supervisor or Unit Head.

**ARTICLE 41 — SPECIAL LEAVE**

41.1. The University may grant to all Bargaining Unit Employees ten (10) non-accrued Special Leave days per year, due to fire, natural disasters and personal/domestic emergencies.

**ARTICLE 42 — UNPAID LEAVE OF ABSENCE**

42.1. Subject to the exigencies of the service, Unpaid Leave of Absence, without loss of benefit rights, may be granted under exceptional circumstances.

42.2. Applications for Unpaid Leave must be made within ten (10) days 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 43 — SICK LEAVE

- 43.1. The Employer will grant Sick Leave from time to time when an Employee is ill or incapacitated to a degree where he/she is unable to perform his/her 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.
- 43.2. For monthly paid Employees, such leave shall not exceed twenty-two (22) working days per year or full pay and is non-cumulative.
- 43.3. 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 (1/2) pay for a maximum period of a further six months.
- 43.4. 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.
- 43.5. The Employee or his representative, where possible, should notify his/her 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.
- 43.5.1. Any Sick Leave granted under this Section will be deducted from the total sick leave eligibility, full pay leave to be affected first.
- 43.6. In the case of Sick Leave extending beyond two (2) days, the Employee, immediately upon his/her return, but not later than the day after his return (by the fourth (4<sup>th</sup>) 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.
- 43.7. 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.
- 43.8. In cases where persistent leave is taken for periods less than a full day, such fraction may be counted, and the salary deductions may be made at the end of each pay period.

#### ARTICLE 44 — INDUSTRIAL INJURY AND ACCIDENT LEAVE

- 44.1. Any accident occurring while an Employee is on duty shall be reported to Health and Safety, Security, the Supervisor, Divisional Head, and Human Resources. Health and Safety, along with Human Resources, shall complete the appropriate forms.



- 44.2. 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. Additionally, within five (5) working days upon receipt of notice, the Human Resources Department shall notify the National Insurance Board.
- 44.3. 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 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.
- 44.4. 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.
- 44.5. The pay during such leave shall be regulated in accordance with the provisions of Section 22(1) (B) of the National Insurance Act.
- 44.6. 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 (provided he/she is able to perform the duties and responsibilities as he/she did before the accident) or given alternative work of a comparable nature without loss of pay or seniority.

#### ARTICLE 45 — JURY DUTY

- 45.1. 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.
- 45.2. In those cases where an Employee reports for Jury Duty and is:
- not selected or empaneled, or
  - selected or empaneled but later excused for the remainder of the day(s), such Employee shall be required to return to work.

#### ARTICLE 46 — UNION LEAVE

- 46.1. 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-five (25) 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.
- 46.2. An Employee returning to work after paid leave of absence granted under this Article shall be:
- Returned to his former position, or in the event that his former position is no longer available, to a position in line with his/her ability and previous experience.
  - Returned to the salary level he/she would have been paid had he/she not been granted such leave of absence.





- 46.3. 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.
- 46.4. If leave with pay is granted, the payment will be discretionary and may be at full or half paid; other than as specified in this article.

#### ARTICLE 47 — SUBSTANCE ABUSE AND PSYCHOLOGICAL EVALUATIONS

- 47.1. 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.
- 47.2. 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 substance abuse problem need to be assisted away from this reliance. Therefore, it is agreed that substance abuse, dependency or psychological challenges, should be diagnosed and treated at the earliest stage.
- 47.3. Whenever an Employee is suspected of substance abuse, dependency or psychological challenges, the Supervisor or Officer shall report it to the Human Resources Department. The Employer reserves the right to have the Employee diagnosed by an Employer's appointed medical professional. Failure of the Employee to comply with the Employer's directive may result in termination of employment.
- 47.4. The cost of this initial diagnosis will be borne by the Employer. Any recurrence or if the abuse continues after the initial treatment, however, the Employee will be personally responsible for the costs of the subsequent treatment(s).
- 47.5. 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 days, the Employee may use available Sick and Vacation Leave. Professional treatment can be referred to an external professionally certified counselor or psychiatrist. Monthly reports on progress of treatment shall be provided to the Human Resources Department.
- 47.6. The Employer shall be responsible for the cost associated with the first two (2) treatments only. If treatment is required on a third (3<sup>rd</sup>) 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.
- 47.7. Upon return to work, if further treatment is needed which requires absence or outpatient care, in either of the first (1<sup>st</sup>) or second (2<sup>nd</sup>) 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.

47.8. 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 counseling or assistance for the affected Employee. All information and records regarding treatment shall remain confidential.

#### **ARTICLE 48 — ALLOWANCE**

##### **48.1. 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 (\$500.00) per annum.

##### **48.2. MILEAGE ALLOWANCE**

Directors and Executive Assistant to the President, will receive a monthly Mileage Allowance of one hundred dollars (\$100.00) and Assistant Directors will receive a monthly Mileage Allowance of fifty dollars (\$50.00).

##### **48.3. PER DIEM**

Whenever an Employee is selected to travel on official business for the University, Per Diem allowance will be given:

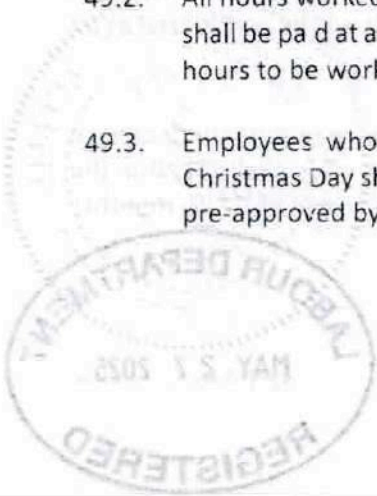
- In the case of travel outside of The Bahamas, the actual hotel rate shall be paid in addition to a Per Diem of one hundred dollars (\$100.00) per day which is to cover meals, laundry and sundry expenses.
- i. In the case of travel within The Bahamas, a Per Diem of eighty dollars (\$80.00) per day.

#### **ARTICLE 49 — OVERTIME**

49.1. Overtime means time worked by an Employee at the request and approval of the University before or after the agreed normal starting and finishing times provided a full day is worked by the Employee.

49.2. All hours worked by an Employee on Saturday, Sunday or holidays, an Employee who is called in, shall be paid at a rate of double time. All other Overtime shall be paid time and a half. The overtime hours to be worked must be pre-approved by the Employee's Division Head.

49.3. Employees who work on New Year's Day, Labour Day, Good Friday, Independence Day and Christmas Day shall be paid at the rate of double time. The overtime hours to be worked must be pre-approved by the Employee's Division Head.



**49.4. OVERTIME MEAL ALLOWANCE**

Employees working overtime for three (3) continuous hours before/after working time shall be provided with meal vouchers to the University cafeteria that shall not exceed twenty dollars (\$20.00). The overtime hours to be worked must be pre-approved by the Employee's Division Head.

**ARTICLE 50 — INCENTIVE AWARDS**

50.1. 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.

**50.2. PARKING**

Directors shall be assigned marked parking spaces; preferably within the area in which they work.

**ARTICLE 51 — RETIREMENT**

51.1. 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 (30) years of service in a pensionable office.

51.2. The Employee shall inform the Employer at least twelve (12) months of his desire to retire.

52.3. Twelve (12) months prior to Retirement, a Member of the Human Resources Department will notify and discuss with each retiring Employee details of his/her pension options and entitlement.

**ARTICLE 52 — PRE-RETIREMENT**

52.1. Should a former College of The Bahamas' Employee, on the government pension, choose the option to retire at age sixty-five (65) years 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.

52.2. Pensionable Employees who wish to request deferred Retirement or temporary re-employment after Retirement must apply, in writing, six (6) months prior to normal Retirement Date. The University must make every effort to reply one (1) month after receipt of request.

52.3. Nearing the Retirement of a Pensionable Employee, the University will discuss all benefit matters relating to pension, gratuity and/or group medical insurance.



52.4. 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 53 — TERMINATION PAY**

53.1. Where services of a full-time permanent Employee are 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.

53.2. Within ten (10) business days of a dismissal, the University shall pay all monies due except for the proceeds.

53.3. Within forty-five (45) days, all documentation relative to the pension shall be forwarded to the Pension Department.

#### **ARTICLE 54 — HEALTH AND SAFETY**

54.1. 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.

54.2. 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.

54.3. It is recognized that some events are beyond the University's control and temporary hardship may occur; however, Employees will not normally be required to work under unsafe or unsanitary conditions

54.4. The Union recognizes that Employees share in the responsibility of providing a healthy and safety work environment. The Employer will appoint two (2) members from the Bargaining Unit to sit on the Health and Safety Committee of the University.

#### **ARTICLE 55 — MENTORSHIP PROGRAMME**

55.1. 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



55.2. Within thirty (30) days of signing of the Agreement, the University will form a committee to develop and implement, within four (4) months, a Mentorship Programme for Middle Managers.

## ARTICLE 56 — INCREMENTS

### 56.1 Annual Increments

Annual increments shall be awarded on the basis of satisfactory or above performance of duties and responsibilities.

### 56.2 Promotion Increments

56.2.1 Promotion increments shall be awarded on the following basis:

- 56.1.1.1. Assistant Director I to Assistant Director II — two (2) increments.
- 56.1.1.2. Assistant Director II to Assistant Director III — two (2) increments.
- 56.1.1.3. Assistant Director III to Director I — two (2) increments.
- 56.1.1.4. Director I to Director II — three (3) increments.

56.2.2 To be eligible to apply for a position, Members of this Bargaining Unit must have the following:

- Assistant Director I, II, or III: normally Bachelor's Degree with 2 to 5 years supervisory experience or equivalent
  - o Assistant Director I to II: normally Bachelor's Degree with 2 to 5 years supervisory experience or equivalent
  - o Assistant Director II to III: normally Bachelor's Degree with 2 to 5 years supervisory experience or equivalent
- Deputy/Director I or II:
  - o Master's Degree with 3 to 5 years supervisory experience or AD/DD experience or equivalent; or
  - o Doctorate degree with 2 to 3 years supervisory experience or AD/DD experience or equivalent

The university and union commit to revising the Middle Management performance appraisal tool to be effective August 1, 2025.



56.2.3 Increments are paid according to the following formula:

1. To move from one scale to another, the salary is first slotted/notched to the new scale at the nearest highest value.
2. The required increment is then progressed on the new salary scale.

For example:

Step	AD1		AD2		
	Salary	Increment	Salary	Increment	
1	\$ 35,000.00	\$ 950.00	\$ 42,000.00	\$ 950.00	
2	\$ 35,950.00		\$ 42,950.00		
3	\$ 36,900.00		\$ 43,900.00		
4	\$ 37,850.00		\$ 44,850.00		
5	\$ 38,800.00		\$ 45,800.00		Step 2
6	\$ 39,750.00		\$ 46,750.00		
7	\$ 40,700.00	Step 1.	\$ 47,700.00		
8	\$ 41,650.00		\$ 48,650.00		
9	\$ 42,600.00		\$ 49,600.00		
10	\$ 43,550.00		\$ 50,550.00		
11	\$ 44,500.00		\$ 51,500.00		

Employee at step 11 on AD1 scale

Promotion with one increment

Employee promoted to AD2 at Step 5.

56.4 Annual Increments shall be paid as indicated below:

	Increments (effective - 2017)	Increments (effective December 2023)
Assistant Director I	\$750.00	\$950.00
Assistant Director II	\$750.00	\$950.00
Assistant Director III	\$800.00	\$1000.00
Director I	\$900.00	\$1125.00
Director II	\$1000.00	\$1250.00



56.5 Degree Completion Increments

56.5.1 All programmes of study for which any Member of the Bargaining Unit undertakes and increments are to be awarded must first be pre-approved by the Provost and relevant VP before commencement of the degree. The degree must be relevant to the position and obtained from an accredited (not for profit) institution.

56.5.2 It is agreed that upon successful completion of a job related degree which has been pre-approved by the Provost and relevant VP before commencement of the degree, the Employee shall be awarded the following increment(s) on the agreed scales:

56.5.2.1 One (1) increments shall be granted for an Associate Degree

56.5.2.2 Two (2) increments shall be granted for a Bachelor's Degree

56.5.2.3 Three (3) increments shall be granted for a Master's Degree

56.5.2.4 Four (4) increments shall be granted for a Doctoral Degree

56.5.2.5 Up to three (3) increments shall be granted for a Certification

56.5.3 Duplication of a degree or certification does not mean added increments. There is a one-time only increment payment for any of the degrees or certification mentioned in 56.1.3 above.

**ARTICLE 57 – SALARY**

57.1 Each Member of the Bargaining Unit shall be paid on one of the agreed scales (See Appendices).

57.2 Salary increases will be as below:

Contract Year	Salary Increase
Year 1 - 1 July 2024 - 30 June 2025	One (1) increment added to base salary along with normal increment
Year 2 - 1 July 2025 - 30 June 2026	Two (2) increments added to base salary along with normal increment
Year 3 - 1 July 2026 - 30 June 2027	Normal Increment
Year 4 - 1 July 2027 - 30 June 2028	One (1) increment added to base salary along with normal increment
Year 5- 1 July 2028 - 30 June 2029	Normal Increment

57.3 The University also agrees that, for those members of the Bargaining Unit employed prior to July 2023, a \$3,750.00 lump sum payment be afforded in three (3) equal instalments:

\$1,250.00 - payable on or before 31, July 2025

\$1,250.00 - payable on or before 31, July 2026

\$1,250.00 - payable on or before 31, July 2028





#### ARTICLE 58 — SALARY RE-ASSESSMENT

- 58.1. A Middle Manager may request, in writing, a Re-assessment of his salary from the Vice President, Human Resources.
- 58.2. 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.
- 58.3. A Middle Manager, who does not agree with the outcome of the assessment, may file a grievance.

#### ARTICLE 59 — HEALTH AND LIFE INSURANCE

- 59.1. The University will provide insurance coverage through a group insurance and, 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.
- 59.2. The insurance premium that will be paid by the University in respect of insurance coverage shall be as follows:
  - 70 % for health coverage for the Employee
  - 100% for life, 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 \$50,000.00
- 59.3. The Employee shall pay the coverage for the Employee's spouse and dependents.
- 59.4. Retirees who were current members of the Plan shall pay 100% of the insurance.

#### ARTICLE 60 — DEDUCTION OF UNION DUES

- 60.1. 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.
- 60.2. Union membership dues deducted in any one month shall be dues for the month in which the deduction is made.
- 60.3. 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.
- 60.4. If a member wishes to cease deductions of Union Dues, he/she must notify the University, in writing, and all deductions will cease in the month following the month in which the written notice was received by the University.
- 60.5. A deduction will be made only after any and all claims by the University against the Member's pay have been satisfied.



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

#### **ARTICLE 61 — AGENCY SHOP**

61.1. Whenever the Union presents a Certificate of Agency Shop issued by the Minister of Labour, under the provisions of The Industrial 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.
- b. That the University shall submit all monies collected from Employees affected by the Agency Shop in the same manner and such time as Union Member's dues is submitted to the Union.

#### **ARTICLE 62 — INCORPORATION CLAUSE**

62.1. 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 63 — PERIOD OF AGREEMENT**

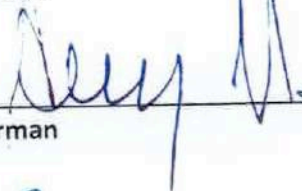
63.1. This Agreement and Salary Scale contained herein, unless otherwise expressly stated, shall be effective July 1, 2024 – June 30, 2029, for five (5) years. In the absence of any signed Agreement after this period, the contents of this Agreement will be binding until a new Agreement is signed.



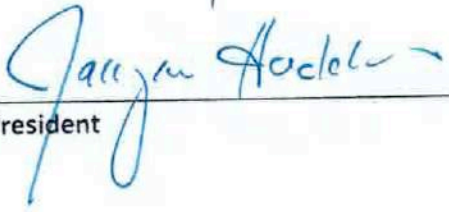
Dated this 20<sup>th</sup> day of May, A.D., 2025 at the University of The Bahamas, Oakes Field, Nassau, New Providence, Bahamas.

Signed on behalf of the University of The Bahamas

Signed on behalf of the Public Managers Union

  
Chairman

  
President

  
President

  
Acting Secretary General



Sworn to Before Me  
this 20th day of May, A.D., 2025.

APPENDIX A

MEMBERS OF THE BARGAINING UNIT

Assistant Director I  
Assistant Director II  
Assistant Director III  
Deputy Director  
Director I  
Director II  
Registrar  
Assistant Registrar  
Human Resources Generalist

