



GOVERNMENT OF BERMUDA
Ministry of Education

AN AGREEMENT BETWEEN

THE BERMUDA GOVERNMENT

(hereinafter referred to as "the Government")

AND

**THE BERMUDA UNION
OF TEACHERS**

1 September 2009 – 31 August 2012

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DISTRICT GOALS

Bermuda Public Schools

1. All students will demonstrate proficient academic achievement that enables them to compete locally and globally.
2. All students will demonstrate moral, social, ethical behaviours that ensure success in school and life.
3. All students will demonstrate healthy fitness and wellness lifestyles.
4. All students will graduate either ready for college, post-secondary training or a skilled workforce.

AGREEMENT

AN AGREEMENT between the Bermuda Government (hereinafter referred to as ‘the Government’) and the Bermuda Union of Teachers (hereinafter referred to as ‘the Union’) covering Teachers in Government Aided and Maintained Schools.

In this Agreement, where not inconsistent with the context, “Teacher” includes Deputy Principals, Preschool Administrators, Directors of Specialized Units, Mentor Teachers, School Librarians, Para-educators, Educational Therapists, Educational Therapist Assistants, Teachers of the Hearing Impaired, Teachers of the Visually Impaired, Adaptive Physical Education Teachers, Teachers of the Hospital and Homebound, Substitute Teachers, other Specialists as well as Counsellors and Attendance Officers.

ARTICLE I

Purpose

To set out an agreement regulating salaries, hours of work, and other conditions of employment, in order to protect and advance the general welfare of Teachers, to ensure good relations between Teachers and the Government, to secure prompt and fair disposition of any grievances which may occur in the course of those relations, and to achieve the highest level of efficiency consistent with sound educational policy.

The Government and the Union recognize that this Agreement imposes serious duties and responsibilities which at all times must be faithfully observed and both parties pledge themselves to comply with its provisions and to cooperate in good faith to promote within the framework of the Agreement the establishment and continuance of harmonious relations.

Preamble

Government and the Union agree that the improvement of student learning is the major goal of the system. The Ministry of Education and the Bermuda Union of Teachers share the belief that every Teacher has the right to work in a safe and healthy environment. To that end, the Ministry commits to making effective use of the resources under its control to create environments in which Teachers have access to materials of instruction and health and safety gear, and in which disruptive behaviour is dealt with safely and consistently, thus minimizing any threat of danger to others.

ARTICLE 2

Union Rights

- (a) The Government recognizes the Union as the sole bargaining agent for Teachers for the purpose of collective bargaining with respect to salaries, method of payment, leave, emoluments, sickness benefits and other conditions of employment.
- (b) The Government recognizes the Union as an appropriate body which will be consulted in connection with all educational matters, and agrees to establish and use the Joint Consultative Committee for this purpose.
- (c) The Government recognizes that the Union shall have the right to make representation in disciplinary cases affecting a Teacher covered by this Agreement in accordance with the Grievance Procedure set forth in Schedule 4 of this Agreement.
- (d) The Government agrees that space shall be provided in each school for the posting of notices necessary for the conduct of Union affairs, provided the content of such notices shall be consistent with the principles expressed in Article 1 of this Agreement.
- (e) The Government agrees to furnish the Union with copies of all circulars which affect Teachers.
- (f) The Government agrees that no Teacher shall be penalized, intimidated, or coerced by reason of being a member of the Union, or acting as an officer or representative of the Union.
- (g) The Government agrees to supply all Teachers with a copy of this Agreement and make available a minimum of two copies of the Policy and Procedures Manual to each school.

ARTICLE 3

Government Rights

- (a) The Union recognizes the Government's authority in respect of matters of policy in relation to education in Bermuda and that Teachers, who are Public Officers within the meaning of the Constitution of Bermuda, are subject to the authority of the Public Service Commission.

- (b) The Union recognizes the Government's rights to administer the education system and to direct its Teachers. This includes the right to employ those Teachers it considers most suitable and to hire, suspend or discharge for just cause.
- (c) The assignment, reassignment and voluntary transfer of Teachers shall be based upon an established set of criteria. Involuntary transfer of Teachers shall be based on criteria made known to the Union.
- (d) The Union agrees that Teachers shall abide by the various regulations established by Government.
- (e) The Union agrees that no Teacher shall be intimidated or coerced by reason of not being a member of the Union.
- (f) The rights of Government set out in this Article shall be subject only to the condition that Government agrees not to breach any of its obligations under the Agreement.

ARTICLE 4

Right to Assistance

Both the Union and the Government shall have the right to include, as an advisor on its negotiating team, such legal, technical, or other assistance as may be necessary.

ARTICLE 5

Duration of Agreement

The conditions of employment listed in this Collective Agreement shall remain in force for the period 1 September 2009 to 31 August 2012. During this period the Agreement may not be amended or altered without mutual consent and shall remain in effect until a new agreement is reached.

ARTICLE 6

Approval by Legislature

It is recognized that this Agreement is subject to funds being provided for its implementation by the Legislature and the Government undertakes to use its best endeavours to gain Legislative approval.

ARTICLE 7

Renewal or Amendment of Agreement

STEP 1

- (a) As regards the renewal or amendment of existing agreements, unless otherwise prescribed by such agreements, either party should give the other party written notice at least two months before the termination of the current Agreement accompanied, if convenient, by a list of its claims.
- (b) If such notice is not submitted in due time, the Agreement shall remain in force for another year.

STEP 2

In the case of the renewal or amendment of existing agreements direct negotiations should be started between the parties concerned within a reasonable period of time, in any case not more than two months after the submission of the initial notice unless both parties agree to a postponement.

STEP 3

Should there be a breakdown of direct negotiations, the parties may jointly report the case to the Labour Relations Officer. If negotiations are not reopened within two weeks from the date of the breakdown, the parties should submit the case to the Labour Relations Officer for conciliation.

STEP 4

Should conciliation fail, the parties may refer their case to the Labour Relations Officer for mediation under Part 2 of the 1975 Labour Relations Act — General Provisions for Arbitration, Settlement, and Inquiry in Labour Disputes.

STEP 5

No Strike or lockout shall take place, or notice of strike or lockout be given during the period(s) of submission of the case to the Labour Relations Officer. Should the procedure be exhausted, however, without the conclusion of any agreement, either party may wish to exercise its legal rights if they so wish to promote their interests. If a strike or lockout is contemplated by either party, 21 days notice shall be given, as this notice may in itself materially affect the situation and bring about a peaceful settlement.

ARTICLE 8

Manuals

- (a) Government will prepare, in consultation with the Union, a Policy and Procedures Manual for Teaching Staff. The manual will contain current terms and conditions of employment of Teachers and the rules which govern them. The manual will be regularly updated by the Personnel Policy Committee which is formed through the Combined Consultative Committee.
- (b) The Code of Conduct manual is the vehicle used by Principals and Teachers to guide students' behaviour. The Code sets forth the rules governing students' discipline, such that disruptive behaviours can be dealt with safely and consistently, thus ensuring that every Teacher and every student can work in a safe and orderly work environment. Guidelines for managing seriously disruptive students are outlined in the Code of Conduct. Corporal punishment should be administered strictly in accordance with the Code of Conduct.

Note: The information above notwithstanding, both the Government and the Union take a dim view of assault in any circumstance and thus expect that in such cases, disciplinary action will be used firmly and consistently

ARTICLE 9

Union Business and Collection of Dues

- (a) Up to maximum of 30 days special leave in total with pay may be granted to the officers and/or appointees of the Union to attend important Union business, subject to the exigencies of the service.
- (b) A maximum of one-half day special leave with pay during the academic school year of each year will be granted to Teachers who are school representatives and/or executive officers to attend a Union training session.
- (c) The Government will facilitate the release of Teachers identified by the Bermuda Union of Teachers for a total of five days in order that there can be collaboration between the two parties for the planning of the Annual Conference each November.

- (d) The President of the Union shall be granted one day per week during school time to attend to the business of the Union.
- (e) A facility will be made available for Union meetings at the place of work.
- (f) An authorized representative of the Union shall be permitted to enter the premises of any school in which Union members are employed, during the time scheduled for recess or lunch and also after school hours, after due notification to the Principal concerned and provided that the scheduled activities of the school are not disrupted.
- (g) In extraordinary circumstances, an authorized Union representative may leave school with the permission of the Principal concerned. Such permission shall not be withheld unreasonably. Where official negotiations with Government take place during working hours, such leave will be with pay.
- (h) Application of Agency Shop to this Agreement will be in accordance with the Trade Union Act 1965, Amendment Act 1973.

ARTICLE 10

Appointments, Promotions, Transfers and Discipline

- (a) In making appointments, promotions, and transfers within the scope of his/her delegated powers, the Permanent Secretary will be bound by the criteria established in the Public Service Commission Regulations 2001.
- (b) Disciplinary powers over Teachers in maintained schools, including dismissal, are vested in the Permanent Secretary and are subject to appeal in accordance with the procedure set out in the Public Service Commission Regulations 2001.
- (c) Disciplinary powers over Teachers in aided schools, including dismissal, are vested in the Board of Governors of these schools, subject to the relevant sections of the Education Act 1996 and Education Rule 2006.
- (d) The disciplinary procedure shall be set out in Schedule 5 of this Agreement

ARTICLE 11

Letters of Appointment and Contracts

Every Bermudian Teacher being hired to full-time employment shall receive a letter of appointment and every non-Bermudian Teacher and Scale Post holder shall enter into a contract, subject always to such letter of appointment or contract not being in conflict with the terms of this Agreement. Such contracts and letters of appointment shall be subject to the following provisions:

(1) *Teachers*

- (a) The letter of appointment or contract is to provide for termination by either party by notice of not less than three months, provided that in the case of notice given by the Teacher, it shall not be such as to result in the termination of the service except at the end of any particular term.
- (b) In the case of termination to take place after the end of the summer term and before the beginning of the Christmas term for the purpose of a transfer to another Government aided or maintained school, notice shall be given not later than 15 March.
- (c) All Teachers employed from overseas shall have their contracts renewed or denied by 1 April. Failure to meet this deadline will result in a one year extension for the Teacher, subject to Immigration approval.
- (d) All locally employed Teachers shall have their contracts renewed or denied by 1st June in the current contract year.
- (e) All initial appointments will be subject to a probation period of an academic school year. The Commissioner of Education or his/her designate may, on the recommendation of the Principal to the Assistant Director, allow the probationary period to be extended for one further term.
- (f) Each Teacher shall have the right to receive a job description for the position he/she is appointed to at the time of posting. Such job description shall be agreed upon by both parties. Additionally, each Teacher shall have the right to receive from the Department a copy of the current Collective Bargaining Agreement. Further, each Teacher

shall have access to a copy of each policy document which affects his/her employment (e.g. General Orders) at the time of posting, the Code of Conduct and Education Rules and each new/revised document in a timely manner. A list of these documents is provided in Annex 1.

(2) *Scale Posts II, III, IV*

- (a) Contracts shall terminate at the end of the summer term and be of three years duration.
- (b) Contracts may be terminated by either party by notice of not less than three months.
- (c) Teachers wishing to renew their contracts shall give notice of their intention not later than 1 October.
- (d) Teachers seeking renewal of their contracts shall have their application confirmed or denied not later than 15 January.
- (e) In all cases where a post becomes vacant during an academic year an acting appointment shall be made from within the particular school.

(3) *New Teachers*

The Induction Period

Category 1 – Experienced teacher new to the BPSS

- (a) All initial appointments of an experienced teacher new to the Bermuda Public School System will be subject to a probation period of one academic school year. The Commissioner of Education or his/her designate may, on the recommendation of the Principal allow the probationary period to be extended for one further term. The new experienced teacher will also be subject to clinical supervision by the Principal.
- (b) During the first year of service a new experienced teacher will receive notification by the end of Term 2 of the expected final performance appraisal.
- (c) During the first year of service the teacher will receive support from an experienced teacher at the school, i.e.
 - i) Instructional Leader, Senior Level
 - ii) Team Leader, Middle Level

- iii) Subject Coordinator, Primary Level.

Category 2 – Novice Teacher

Two-Year Induction Period

- (a) During the first two years of service, a new Teacher (Inductee) to the Bermuda Public School System will serve an induction period, during which time the Teacher will have a reduced timetable of one period at the primary and middle school levels and one additional class at the senior level and increased supervision. In addition they will have the assistance of a Mentor.
- (b) All initial appointments of a novice teacher new to the Bermuda Public School System will be subject to a probation period of one academic school year. The Commissioner of Education or his/her designate may, on the recommendation of the Principal allow the probationary period to be extended for one further term. The novice teacher will also be subject to clinical supervision by the Principal.
- (c) During the first year of service the Inductee will receive notification by the end of Term 2 of the expected final performance appraisal.
- (d) The Inductee will receive support from an experienced teacher at the school, i.e.
 - i) Instructional Leader, Senior Level
 - ii) Team Leader, Middle Level
 - iii) Subject Coordinator, Primary Level.
- (e) During the second year of service the Inductee will be subject to administrative monitoring by the Principal.
- (f) The Inductee will participate in BTIP along with all benefits and support systems which may include but not limited to:
 - (i) Three sessions in professional development in year 1
 - (ii) Three sessions in professional development in year 2 together with professional growth plans with Mentors.
- (g) Detailed reports on each Inductee will be prepared annually by the Principal. These reports will be submitted to the Commissioner of Education and will include an analysis of classroom management and effectiveness in the education/learning situation.

- (h) If at the end of the induction period, an Inductee has not reached a level of teaching effectiveness congruent with the role of a Teacher in the Bermuda Public School System, his/her service will be terminated.
- (i) Release time for Inductees will be arranged by the Principal, in consultation with the Mentor, in order to provide sufficient time for the Inductee to confer regularly with the Mentor and to attend in-service workshops.

(4) *Termination of Teachers in Maintained Schools*

- (a) The provisions of (1) and (2) above are without prejudice to the power of the Permanent Secretary to dismiss a Teacher without notice for misconduct associated with his/her professional inefficiency, or to terminate a probationary appointment. A Teacher may be dismissed for unsatisfactory service at the end of his/her induction period.
- (b) In all cases where a contract or letter of appointment is to be prematurely terminated by Government with or without notice, the Teacher affected has the right to a hearing before the effective date of termination. The Union has the right to be present at the hearing, unless the Teacher states in writing that he/she does not wish Union representation.
- (c) Where Teachers are likely to have their contract or letter of appointment terminated due to redundancy, the Union shall be informed in advance so that possible solutions may be discussed in consultation.
- (d) If any termination is due to any change in policy or reduction of staff due to reducing numbers of students in the school system, without the option of alternative similar employment for which the Teacher is deemed qualified, such termination will be designated as redundancy and treated as per Explanatory Note (6a).
- (e) Government agrees that where staff reductions are required it will endeavour to make those reductions through natural attrition.

(5) *Termination of Teachers in Aided Schools*

- (a) The Manager, the person or body of persons for the time being responsible for the management of the school, shall not dismiss or retire a Teacher without giving him/her an opportunity of appearing

before the Manager accompanied, if he/she so desires, by someone speaking on his/her behalf.

- (b) Notwithstanding any term to the contrary in a Teacher's contract of employment, no Teacher who has served in a school for such time that would result in a pension being awarded to him/her under the Public Service Superannuation Act 1981, if the termination of his/her service were to take place on one of the grounds specified in the Act (whether or not this is the ground upon which the Manager desires to terminate his/her services) shall be dismissed or retired without:
 - (i) The approval of the appropriate authority under the Act in the case of retirement on grounds where the approval of such authority is a condition to the granting of a pension;
 - (ii) The approval of the Minister in all other cases.
- (c) A Teacher retired or dismissed with the approval of the Minister under paragraph (b) above on grounds other than misconduct may, for the purposes of claiming a pension under the Public Service Superannuation Act 1981, require the Minister to certify to him/her, the grounds on which he/she was retired.
- (d) Nothing in this rule shall apply:
 - (i) Where a Teacher has been engaged for a period of time fixed in his/her contract, to the termination of such Teacher's employment at the end of such period.
 - (ii) To the dismissal of a Teacher during his/her period of probation.
- (e) Government agrees that where staff reductions are required it will endeavour to make those reductions through natural attrition.

(6) *Personnel Files*

- (a) A Teacher may, upon request and by appointment, review the contents of his/her permanent employment record. The review will be made in the presence of a duly authorized officer of the Department of Education.
- (b) All personal references and related material obtained during the pre-employment period or related to the employment of the Teacher are specifically exempted from such review.

- (c) A representative of the Union may, at the Teacher's request, be present during the review of the file.
- (d) Copies may be made of evaluations and certificates and items addressed to the Teacher or written by the Teacher.
- (e) No material derogatory to a Teacher's conduct, character, personality or service shall be placed in the Teacher's file without the Teacher's knowledge.
- (f) The Teacher has the right to have rebuttal documents placed on his/her file.

(7) *Complaints*

- (a) Written complaints against Teachers by parents or others or complaints by Teachers against parents, or others, shall be referred by the complainant in the first instance to the Principal and subsequently, if deemed necessary, to the Assistant Director. The Assistant Director will make an effort to resolve that matter. If unsuccessful, he/she will refer the matter to a committee for resolution.
- (b) Where such a complaint by or against a Teacher is being investigated by a committee appointed by the Minister, the Teacher or other person making the complaint shall be required to produce written evidence or witnesses to substantiate his/her complaint. The complainant and witnesses must be present and be prepared for questioning by the Teacher complained against or other persons. In all such investigations, the Teacher complained against or other person may be accompanied by another person who may speak on his/her behalf and advise him/her.
- (c) Complaints against Teachers which fall under the Child Protection Act 1996:
 - (i) If a Teacher is accused of violating the Children Act 1996 and Department of Child and Family Services determines that an investigation is required, the Teacher may be suspended with pay, pending the outcome of the investigation.
 - (ii) Where there is evidence of misconduct on the part of the Teacher, but where no criminal prosecution is involved, the Teacher may be subject to applicable discipline procedures as outlined in the

Agreement between the Bermuda Government and the Bermuda Union of Teachers.

- (iii) Any Teacher convicted in a court of law of an offence against the Children Act 1996 will have his/her employment with Government terminated with effect from the date of the conviction or the date he/she pleads guilty, whichever occurs first.
- (d) Complaints against Teachers by Teachers or other persons employed within Government will be handled by the Government-wide Dignity at Work Policy. The process and procedures for lodging a complaint are outlined in the *Dignity at Work Policy and Complaints Procedure* book published by the Department of Human Resources, The Cabinet Office.

ARTICLE 12

Hours of Work and Leave

The hours of work and leave of Teachers shall be as set out in Schedule 2 of this Agreement.

ARTICLE 13

Salaries and Emoluments

The salaries of Teachers and Deputy Principals shall be on scales and at the rates set out in Schedule 1 of this Agreement.

ARTICLE 14

Contributory Pension Scheme

The Public Service Superannuation Act 1981 and any subsequent amendments shall remain in force until superseded by any other enactment.

ARTICLE 15

Protective Clothing and Uniforms

- (a) The Government and Union recognize that under the Occupational

Safety and Health Act 1982, there is an obligation that requires that protective clothing be issued and worn under the appropriate circumstances.

- (b) Teachers shall be provided with protective clothing and uniforms as set out in the Schedule 6.
- (c) Upon termination of employment, Teachers will surrender protective clothing and uniforms, upon request.

ARTICLE 16

Grievance Procedure

Grievances resulting from an alleged failure to observe the terms of this Agreement by any party, shall be presented in accordance with the procedure in Schedule 4 of this Agreement. No grievance shall be taken from one step to the next until the time limit has elapsed and no mutually satisfactory settlement has been reached, except that the Union may present a grievance at Step 2 of the procedure.

SCHEDULE 1

Scale of salaries for Teachers

(Effective from 1 September 2009)

(1) *Schedule 1A – Non-Professional Staff*

CAT.	DESCRIPTION	SALARY RANGE	AS OF 1 SEPT. 2009	AS OF 1 SEPT. 2010
A	Non-Certified Para-educators & Non-Certified Educational Therapist Assistants	A1	A1 \$53,139.35	\$53,803.69
B	Certified Para-educators, Interpreters for the Hearing Impaired	A2-A4	A2 \$54,593.70 A3 \$56,095.32 A4 \$57,636.08	\$55,276.12 \$56,796.51 \$58,356.53
	Certified Educational Therapist Assistants	A2-A5	A5 \$59,485.01	\$60,228.57
C	Attendance Officers	A4-A6	A4 \$57,636.08 A5 \$59,485.01 A6 \$61,131.77	\$58,356.53 \$60,228.57 \$61,895.92
	Attendance Coordinators	A7-A9	A7 \$65,902.60 A8 \$67,745.00 A9 \$69,623.11	\$66,726.38 \$68,591.81 \$70,493.40

(2) *Schedule 1B – Professional Staff*

CAT	DESCRIPTION	SALARY RANGE	AS OF 1 SEPT. 2009	AS OF 1 SEPT. 2010
D	<p>Degree Teacher – No Certificate Teachers with a degree, but no Teacher's training</p>	P1–P2	<p>P1 \$66,651.27 P2 \$69,317.32</p>	<p>\$67,484.41 \$70,183.79</p>
E	<p>Certified Teachers</p> <p>a) Teachers with qualifications which do not entitle them to placement in Category F, or</p> <p>b) Teachers with approved Teacher's Training Certificate, or</p> <p>c) City and Guilds Full Technological Certificate or equivalent, or</p> <p>d) Higher National Diploma or Certificate or equivalent</p>	P1, P2, P3, P5, P7	<p>P1 \$66,651.27 P2 \$69,317.32 P3 \$72,090.02 P5 \$77,972.55 P7 \$84,335.11</p>	<p>\$67,484.41 \$70,183.79 \$72,991.15 \$78,947.21 \$85,389.30</p>

CAT	DESCRIPTION	SALARY RANGE	AS OF 1 SEPT. 2009	AS OF 1 SEPT. 2010
F	Teachers with B.Ed./B.A. + Teaching Certificate	P1, P2, P3, P6, P8	P1 \$66,651.27	\$67,484.41
	(a) Teachers with a Bachelor's Degree which includes the principles and practice of Education and Educational Psychology with a minimum of six semester hours or 12 weeks practice teaching, or		P2 \$69,317.32	\$70,183.79
	(b) Teachers with a Diploma in Art and Design followed by the Art Teacher's Diploma or Certificate or a Graduate Certificate in Education, or		P3 \$72,090.02	\$72,991.15
	(c) Teachers with a general degree from an approved university and a Post-graduate Certificate in Education (P.G.C.E.), B.Ed. and a 1-year general degree or equivalent, or		P6 \$81,091.46	\$82,105.10
	(d) Teachers with a Higher National Diploma or Certificate or equivalent with an approved Teaching Certificate or		P8 \$87,708.53	\$88,805.08
	(e) City and Guilds Full Technological Certificate or equivalent, with Approved Teaching Certificate or			
	(f) London Royal School or Music (Teaching Certificate).			

CAT	DESCRIPTION	SALARY RANGE	AS OF 1 SEPT. 2009	AS OF 1 SEPT. 2010
G	<p>Category F+ Masters of Arts or Masters of Education</p> <p>(a) Teachers with a Master's Degree in Education or Bachelor's in Education plus a Master's Degree in an academic discipline, or</p> <p>(b) A Bachelor's Degree plus Teaching Certificate plus a Master's in an academic discipline.</p>	<p>P2, P3, P4, P7, P9</p>	<p>P2 \$69,317.32 P3 \$72,090.02 P4 \$74,973.61 P7 \$84,335.11 P9 \$91,216.87</p>	<p>\$70,183.79 \$72,991.15 \$75,910.78 \$85,389.30 \$92,357.08</p>
H	<p>Educational Therapists, Learning Support Teachers, Teachers of the Hospital and Homebound, Adaptive Physical Education Teachers, Teachers of the Hearing Impaired, Teachers of the Visually Impaired, Teachers of the Gifted and Talented,</p> <p>(a) Teachers with a Master's Degree, relevant academic discipline or Bachelor's in Education plus a Master's Degree in an academic discipline, or</p> <p>(b) A Bachelor's Degree plus Teaching Certificate plus a Master's in a relevant academic discipline.</p>	<p>P3, P4, P5, P8 P10</p>	<p>P3 \$72,090.02 P4 \$74,973.61 P5 \$77,972.55 P8 \$87,708.53 P10 \$84,865.53</p>	<p>\$72,991.15 \$75,910.78 \$72,991.15 \$88,805.08 \$96,051.35</p>

CAT	DESCRIPTION	SALARY RANGE	AS OF 1 SEPT. 2009	AS OF 1 SEPT. 2010
I	Counsellors, Mentor Teachers Counsellors	P9, P10, P11, P12	P9 \$91,216.87	\$92,357.08
	(a) Master's Degree in Counselling or equivalent from an accredited university programme plus completion of counselling practicum and a directly supervised counselling internship.		P10 \$94,885.53	\$96,051.35
	Mentors			
	(a) Certified Teachers preferably with a Master's Degree and a minimum of five years teaching experience in the Bermuda Education System.	P9, P10, P11, P12	P9 \$91,216.87 P10 \$94,885.53 P11 \$98,660.16 P12 \$102,606.58	\$92,357.08 \$96,051.35 \$99,893.42 \$103,889.16
J	Specialist Teachers, Programme Directors Certified Teachers preferably with a Master's Degree and a minimum of five years teaching experience in the Bermuda Public School System and three successful years in a post of responsibility.	P12, P13, P14	P12 \$102,606.58 P13 \$106,710.73 P14 \$110,979.26	\$103,889.16 \$108,044.71 \$112,386.50
K1	Deputy: Category 1 School < 200 pupils	P9, P10, P11, P12	P9 \$91,216.87 P10 \$94,885.53 P11 \$98,660.16 P12 \$102,606.58	\$92,357.08 \$96,051.35 \$99,893.42 \$103,889.16
K2	Deputy: Category 2 School > 200 Pupils + Preschool Administrator < 60 Pupils	P10, P11, P12, P13	P10 \$94,885.53 P11 \$98,660.16 P12 \$102,606.58 P13 \$106,710.82	\$96,051.35 \$99,893.42 \$103,889.16 \$108,044.71

CAT	DESCRIPTION	SALARY RANGE	AS OF 1 SEPT. 2009	AS OF 1 SEPT. 2010
K3	Deputy: Middle School + Preschool Administrator 61-70 Pupils	P11, P12, P13, P14	P11 \$98,660.16 P12 \$102,606.58 P13 \$106,710.82 P14 \$110,979.26	\$99,893.42 \$103,889.16 \$108,044.71 \$112,366.50
K4	Deputy: Senior School + Preschool Administrator 71+ Pupils + Director, The Educational Centre	P12, P13, P14, P15	P12 \$102,606.58 P13 \$106,710.82 P14 \$110,979.26 P15 \$115,418.42	\$103,889.16 \$108,044.71 \$112,366.50 \$116,861.15

As of 1 September, 2012 Deputy Principal posts are permanent.

Explanatory Notes

(1) *General*

Statement of Pay: Teachers will receive a statement of pay on a monthly basis. A statement of annual salary shall be given to each Teacher not later than November of each year.

(2) *Qualifications*

(a) **Documentation of Qualifications:** Teachers are responsible for presenting copies of original documents attesting to qualifications and experience, including the period immediately before appointment in Bermuda. Original documents may be scrutinized. This includes Teachers seeking re-categorization. No appointments will be made until the relevant documentation is presented.

(i) Novice teachers are required to present evidence of successful completion of teaching practicums.

(ii) New and returning teachers to the system are required to produce a performance appraisal from their most recent employer which speaks to their teaching experience.

(b) **Industrial or Commercial Experience:** Individuals entering the system with industrial, commercial or technological experience will be given credit for up to two years experience in the related field, provided that the experience was gained within five years immediately preceding the application. That is, they will be placed two steps above the beginning step of their particular category.

For the persons identified above only, the salary for the induction period shall be Steps 3-4 for Category F and Steps 4-5 for Category G. The maximum salary for each category remains.

(c) **Determination of Step:** Individuals entering the system with industrial, commercial or technological experience will be given credit for up to two years experience in the related field, provided that the experience was gained within five years immediately preceding the application. That is, they will be placed two steps above the beginning step of their particular category.

For the persons identified above only, the salary for the induction

period shall be Steps 3–4 for Category F and Steps 4–5 for Category G. The maximum salary for each category remains.

- (d) **Para-educator/Educational Therapist Assistant Experience:** Para-educators/Educational Therapist Assistants within the Bermuda Public School system who become Certified Teachers whilst employed in the system will receive one increment on the Teacher scale for each two years of service as a Para-educator/Educational Therapist Assistant. Such increments will be limited to a maximum of three increments upon starting in the Bermuda Public School system as a Certified Teacher.

(3) *Salary Adjustments*

(a) **Incremental Increases**

Teachers, except those in Category A, are eligible for incremental increases in salary from 1 September or 1 January to conform with their recognized service.

(b) **Increments for Previous Service**

- i) Teachers, excluding Category A–D, will be allowed one increment for each year of recognized teaching service. There will not be more than three incremental dates for re-categorization.
- ii) Service as a temporary or allocated substitute Teacher: Teachers shall qualify for incremental purposes on an aggregate basis. No fractional increments are payable. For instance, service of two and a half days per week which satisfies the stated requirement will qualify for one increment after two years of such service
- iii) Increment credit will be allowed for any period of paid or unpaid study leave.
- iv) Recognized teaching service means service as a qualified Teacher in schools administered by Government, State, or Provincial Education Authorities. Service in other schools as a qualified Teacher is recognized upon submission of written evidence from the Authority in question that it recognizes the service for incremental purposes, or if it is listed in an

official publication such as the Department of Education and Science “List of Independent Schools in England and Wales Recognized as Efficient . . .”

(c) Scale posts

- (i) Teachers will be appointed to posts above Scale I for periods of three years. The posts will be allocated by the Department of Education upon the recommendation.
- (ii) Scale posts will be awarded as follows:

Preschool 60 + pupils		
	1 post	Scale III
Primary Level		
One form entry	3 posts	Scale III
(< 200 pupils)	1 post	Scale II
Two form entry	1 post	Scale IV
(> 200 pupils)	3 posts	Scale III
	2 posts	Scale II
Middle Level		
	3 posts Team Leader	Scale IV
	2 posts Coordinator	Scale IV
	4 posts Resource Teacher	Scale III
Senior Level		
	Schools < 600 students	
	8 posts	Scale IV
	4 posts	Scale III
Senior Level		
	Schools > 600 students	
	12 posts	Scale IV
	3 posts	Scale III

(iii) Scale post allowances are as follow:

Scale Levels	Fixed Annual Rates
Scale IV	\$12,008.93
Scale III	\$ 8,393.38
Scale II	\$ 4,917.78

(iv) Scale posts shall not be awarded to any Teacher who:

- Has not completed three years of successful teaching
- Is in a probationary period
- Is in Category D.

(d) Prorated Pay

Teachers in regular full-time employment, paid on a monthly basis, who either take up an appointment after the start of the academic year or who resign their appointments before the end of the academic year, or both, shall receive an amount which, when added to the salary received up to and including the last day of the summer term, or to the date of their resignation, if this is earlier, will equal the difference between the salary so received and that salary proportioned to a seasonal basis of 200 teaching days (less the employee's contribution to Government Health Insurance, Contributory Pension, Payroll Tax, Union dues or charitable contribution over the whole period concerned), prorated as follows:

Number of Teaching Days x entitled salary/200

Teachers whose services are terminated during the progress of the school year either through breach of contract on their part, or exercise of good and valid reasons by Government, shall be subject to the provisions of General Orders for Teachers (Section 33).

(e) Acting Appointments

- (i) During each academic year, Teachers appointed to act as Principal or Preschool Administrator for limited periods shall, after one week's absence on the part of the substantive holder, be paid at the appropriate rate on the scale of the substantive holder.
- (ii) If however, the Principal or Preschool Administrator is on approved leave, the appointee will be compensated from the first day of the acting appointment.

- (iii) When a Deputy Principal has been designated as an Acting Principal and is paid for that function, a substitute Teacher will assume the responsibilities as required. When a Teacher has been designated as acting Preschool Administrator, a substitute Teacher will assume the role of the Teacher.
- (f) Remuneration of regular full-time and/or part-time Teachers during holiday periods and deductions for leave without pay will be made at the rate of 1/200 of annual salary for each day involved.

(4) *Training and Re-categorization*

(a) Training

Only certified teachers will be hired to the Bermuda Public School System. In special circumstances requests may be made to the Exemption Committee by Principals or Department of Education officials.

(b) Re-categorization

- (i) Teachers, except qualified practitioners of practical or vocational subjects, who have been teaching in the service for more than three years and have not taken steps to become trained, shall have their services terminated.
- (ii) Teachers qualifying for re-categorization by reason of further training will be given credit for increments earned on the scale in their former categories.
- (iii) Teachers may be re-categorized if they complete a course of training previously authorized in writing for this purpose by the Department of Education. Such courses will be to meet the specific needs of the system and may not necessarily be within the criteria specified in the Definition of Categories.
- (iv) Teachers who move from one category to another shall obtain increments for all previous experience in the former category. A Teacher in Category A is excluded.

(5) *Salary during periods of Extended Supervision*

(a) The Probationary Period

- (i) In accordance with the Public Service Commission Regulations 2001, on first appointment as a Teacher in Bermuda, an

individual will be required to serve a probation period of one academic year during which time he/she may be dismissed for unsatisfactory service or inefficiency by the Permanent Secretary.

- (ii) The Commissioner of Education may, on the recommendation of the Assistant Director, when this appears desirable to the Principal and an evaluating Education Officer, allow the probationary period to be extended for one further term.
- (iii) Persons who have had their probationary year extended should be provided with the appropriate resources to assist them in being successful. Such persons will not be entitled to an incremental step.
- (iv) Persons who successfully complete the period of extended probation shall be entitled to the incremental step during the following term.

(b) Period of On-Review

- (i) Persons who are on-review should be provided with the appropriate resources to assist them in being successful. Such persons will not be entitled to an incremental step.
- (ii) Persons who successfully complete the period of on-review shall be entitled to the incremental step during the following term.

(6) Release/Retirement

(a) Release due to Reorganization

- (i) A Preschool Administrator whose position becomes redundant due to reorganization shall continue to receive his/her salary as a Preschool Administrator until he/she is re-appointed as a Preschool Administrator. If he/she does not accept the alternative post offered, redundancy provisions set out below could apply, or early retirement in accordance with Section 19(e), (f) and (g) of the Public Service Superannuation Act, 1981.
- (ii) A Teacher whose position has become redundant to the school system due to reorganization shall receive the following:

Less than one year's service – nil

Up to a maximum of 15 continuous years' – 12/200 of annual salary. For the purpose of calculating redundancy pay, any part of the year of service will be pro-rated.

(b) Retirement

- (i) Provisions for retirement are in accordance with the Public Service Superannuation Act 1981 until superseded by any other enactment.
- (ii) Teachers re-appointed after the age of 60 years may be subject to an annual review of fitness, both medical and professional, at public expense.

(7) Substitute Teachers

(a) Substitute Teachers:

- (i) Persons appointed as long term substitute Teachers shall receive pay according to their qualifications, but at a daily rate calculated as per section 3(d) above.
- (ii) Long term substitute Teachers and allocated substitute Teachers shall receive pay for public and school holidays falling within the term. Allocated substitute Teachers shall be paid for one day per term when absent due to illness. Long term substitute Teachers, when absent due to illness, shall be paid one sick day only if the period of coverage exceeds 15 consecutive days.
- (iii) Only certified substitute Teachers will be hired to the Bermuda Public School System. In special circumstances requests may be made to the Exemption Committee by Principals or Department of Education officials.
- (iv) On-call and allocated substitutes Teachers shall receive pay as follows:

Certified Teacher substitutes	Daily rate of \$324.73
Uncertified Teacher substitutes	Daily rate of \$228.52
Certified para-educator substitutes	Daily rate of \$198.44
Uncertified para-educator substitutes	Daily rate of \$168.38
Certified allocated substitutes	Daily rate of \$372.83

- (v) The Department of Education undertakes to maintain a

register of Teachers available for temporary employment as substitute Teachers, and to check whether the availability of such individuals is at a satisfactory level.

- (vi) The Department of Education recognizes the importance of preparation time as well as the constraints of the number of substitute Teachers available. No Teacher will be asked to give up such a period except in the interest of the pupils.

ALLOWANCES

Approved Instruction after 4:00 p.m.

Teachers who, at the request of the Principal and subject to the prior written approval of the Commissioner of Education, engage in instruction on a regular basis throughout the school year after 4:00 p.m. shall receive overtime pay at the rate of \$59.15, provided that they are not already receiving a scale post in respect of such instruction.

Workshops

All Teachers who conduct workshops and/or courses on behalf of the Ministry of Education for other Teachers, outside of the school day, will receive a premium of \$73 per hour for the workshop/course conducted. Payment will be made on completion of the workshop/course. The payment will be for programmes initiated by the Ministry.

Baggage Allowances

A Teacher recruited from overseas shall, on first appointment, be entitled to receive an allowance towards the cost of crating and transporting (but not storing or insuring) his/her baggage and personal effects from his/her home to his/her place of embarkation for Bermuda, thence to Bermuda and from the place of disembarkation in Bermuda to his/her destination.

Current Rates:	Single	Married
U.K.	\$1,214.35	\$2,428.69
U.S.A., Canada & West Indies	\$817.35	\$1,634.70

- (a) Where both husband and wife are appointed to teaching positions

the total amount payable in respect of baggage allowance shall not exceed the amount payable for a married Teacher.

- (b) Claims for baggage allowance must be accompanied by receipted bills and should be submitted to the Human Resource Section as soon as possible after arrival in Bermuda, and in any case not later than two months after arrival in Bermuda.
- (c) A Bermudian Teacher returning to teach after establishing residence abroad, and students returning to take up teaching positions after initial training overseas, shall qualify for the same baggage entitlement.
- (d) A Teacher recruited from overseas who has satisfactorily completed the period of service required under his/her contract shall be granted a baggage allowance on the same terms and conditions as laid down for outward passages to return to his/her country of residence.

Housing Assistance

Upon request, every effort will be made to assist married returning Bermudians in finding suitable accommodation.

Medicals and X-rays

Contract Teachers appointed from overseas may claim reimbursement for the cost of medical and X-rays for themselves and their immediate families, but must submit receipted bills to the Human Resource Section when making the claim.

Long Service Awards

Teachers shall receive an award equivalent to an increment on a 'once only basis' after 15 years of service. Further awards will be given at each five year interval following the first award.

SCHEDULE 2

Hours of Work and Leave

(1) *Hours of Work*

(a) **The School Year**

- (i) The school year shall be 200 teaching days. This will be inclusive of public holidays falling within term time other

than Sundays, and of half-term holidays, and those cases where special permission is granted. No school shall be required to be kept open on a public holiday.

- (ii) The school year will cease no later than 30 June each year.
- (iii) Fixed half-term holidays, amounting to a total of five days in a school year, will be stipulated by the Department of Education.
- (iv) All Teachers will have not less than two full days to prepare their classrooms before the arrival of students for the Fall term. The remaining days will be used for workshops or meetings arranged by the Principal and/or the Department.

(b) Hours of Work

- (i) It is recognized that a Teacher's working day may include non-teaching duties and that he/she may be involved in marking, preparation and other instruction-related and professional activities, which are necessary for the physical, mental and emotional growth of the student. These duties may be undertaken both within school hours and outside of them.
- (ii) The Teacher's work-week will be 35 hours. A Teacher who finds that his/her duties and responsibilities take up more than 35 hours per week on average, has the right to approach his/her Principal to discuss his/her workload and timetable, and to agree on actions to ensure that this working week when averaged, over a period of time is not exceeded.
- (iii) The normal weekly time for a Teacher to be on duty in the classroom, or on specified duties allocated by the Principal, other than preschool activities, shall not exceed 25 hours.
- (iv) A minimum of 200 minutes of preparation time should be allocated at the primary level. The 30 minutes at the end of the school day can be assigned as preparation time for years one and two.
- (v) Middle schools will have a minimum of six personal preparation periods and four team preparation periods. Any periods over and above the minimum can be used by the administration for other purposes if the need arises.
- (vi) Teachers at the senior level will have a minimum allocation of preparation time, equivalent to one-fifth of their scheduled

instructional time. Any additional non-instructional or non-preparation time over a week could be used by the administration for other purposes if a need arises.

- (vii) It is noted that this allocation refers to the normal school day. Teachers are expected to use a reasonable amount of time over and above this minimum allocation in order to prepare for instruction.
- (viii) Except under extenuating circumstances, Teachers in primary, middle and senior schools shall be scheduled for a minimum of four and, whenever possible, more than four duty-free lunch periods, each at minimum 45 minutes, per five working days. A Teacher on lunch duty will be allowed a minimum of 30 minutes non-supervisory time immediately before, during, or immediately after the official lunch break. This period will not be counted against his/her preparation and marking period entitlement.
- (ix) Every effort shall be made, subject to the exigencies of the service, to provide every Preschool Teacher with 45 minutes each day when they are not in contact with pupils..

(2) Leave

(a) Maternity Leave

- (i) Pregnant Teachers shall, on application to the Department Head, be granted 15 weeks maternity leave, i.e. 13 weeks paid leave and two weeks unpaid leave, provided that the teacher has worked a full academic year.
- (ii) Approved maternity leave shall be paid at the recipient's normal rate of pay.
- (iii) The Teacher must present to the Department Head, at least three months before, the expected date of delivery a certificate from a registered medical practitioner showing the expected date of delivery.
- (iv) A pregnant Teacher may work up to the date of delivery unless the attending physician advises otherwise, in which case leave before the date of delivery will be considered as sick leave within the Teacher's annual sick leave entitlement.

- (v) Maternity leave will be deemed to start on the date of delivery or sooner, if the applicant voluntarily elects to finish work before the date of delivery.
- (vi) That period of maternity leave which is unpaid shall be deemed part of a Teacher's contracted period of service.
- (vii) No maternity leave on full pay shall be granted unless a Teacher has completed a full academic year immediately before the leave.
- (viii) However, Teachers having previous continuous service of not less than five years will qualify for maternity leave, upon reappointment, after six months continuous service immediately before the leave.
- (ix) Payments by the Government during the period of maternity leave shall be made on the understanding that the Teacher concerned will return to duty for a period of at least three months. A Teacher who does not return within a six month period to re-employment shall lose the right to re-employment and she shall refund the monies paid to her by Government.
- (x) Maternity leave shall not be treated as sick leave.

a. Stillbirth

In the event that a pregnant teacher has a stillbirth, paid maternity leave in full or in part shall be granted by the Commissioner of Education based on the advice of the Teacher's medical practitioner.

b. Miscarriage

In the event that a pregnant Teacher miscarries and presents to the Department Head a medical certificate confirming the miscarriage, this will be considered as sick leave within the teacher's annual sick leave entitlement.

- (xi) Absence on account of illness due or attributed to pregnancy outside the period of maternity leave shall be treated as absence on sick leave, provided it is covered by a medical certificate. Such absence not covered by a medical certificate shall be treated as leave without pay.
- (xii) Maternity leave shall be paid up to a maximum of 65 days, except that total salary received in any one school year shall not exceed the normal annual salary for 200 days.

(xiii) No school vacation shall be deemed as part of maternity leave.

(b) Paternity Leave

A Teacher will be granted five days paid paternity leave within any academic year.

(c) Adoption Leave

- (i) In the case of adopting a child, the primary caregiver will be granted leave under the equivalent terms of maternity leave. Such leave begins on the day that the child is taken home by the parents.
- (ii) The secondary caregiver may be granted leave under the equivalent terms of the paternity leave.

(d) Sick Leave

- (i) A Teacher who is absent through illness during term time may be required to forward a medical certificate to the Principal, who shall, in turn, forward it to the Commissioner of Education. Sick leave may only be granted on production of a medical certificate.
- (ii) If any such Teacher is absent for more than two weeks, further medical certificates must be forwarded each week during the period unless leave of absence for a definite period has been granted.
- (iii) Provided satisfactory evidence of incapacity of a Teacher is furnished in accordance with the above, the leave authority shall grant sick leave to that Teacher on full pay in accordance with his/her years of service in Bermuda as follows:

Completed Years of Service	Leave Entitlement
Less than two years	5 weeks
More than two years, but less than four years	6 weeks
More than four years	14 weeks

- (iv) The Commissioner of Education has the discretionary power to extend sick leave in cases of serious incapacity.
- (v) A Teacher may use up to a maximum of six days of his/her

personal sick leave entitlement to care for his/her sick children, spouse or parent, provided a medical certificate is submitted for any period exceeding two days.

- (vi) No Teacher shall be granted more than an aggregate of eight days uncertified full pay sick leave in any period for an academic year. Principals shall notify the Commissioner of Education of the eighth uncertified absence of a Teacher as it occurs.
- (vii) For the purpose of this Regulation, a public holiday or other non-working day intervening between two days of uncertified sick absence shall itself be counted as a day of uncertified sick absence.

(e) Special Leave

Special leave may be granted in accordance with the provisions of General Orders for Teachers as outlined in the Policy and Procedures Manual for Teaching Staff. The granting of Special Leave, whether paid or unpaid, will not prejudice the normal award of increments in accordance with Departmental policy.

(f) Accompanying a Child to School Abroad

A Teacher may be allowed three days leave with pay before the arrival of students to accompany his/her child to school abroad, provided that the Teacher, in consultation with his/her Principal, makes necessary arrangements to prepare his/her classroom.

(g) Convocation

- (i) A Teacher will be allowed up to three days paid leave to attend the overseas graduation of his/her child.
- (ii) A Teacher will be allowed three days paid leave to attend his/her own convocation.

(h) Personal Leave

- (i) A Teacher will be allowed up to a maximum of seven days leave per year for: three days without pay and paid days according to the schedule below:

0-9 years service	1 paid day
10-14 years service	2 paid days
15-20 years service	3 paid days
20+ years service	4 paid days

- (ii) Paid leave will not be granted at the beginning or at the end of a school year on or immediately before or after professional development days, immediately before or after a public holiday or during an examination period.
 - (iii) The Commissioner of Education may, in his/her discretion, extend the period.
- (i) Compassionate Leave**
- Upon receipt of a request, leave of absence up to three working days for local funerals and up to five working days for overseas funerals shall be granted by the Principal to a Teacher in the case of death of a grandparent, parent, foster parent, spouse, brother, sister, child, parent-in-law and any person who, at the time of death is a closely associated member of the household and resident in that household.
- (j) Absence Without Leave**
- Teachers absenting themselves without leave will be liable to forfeiture of pay for the period of absence, as well as for loss of increments in the subsequent year, and may be liable to disciplinary action.
- (k) Conference Leave for Teachers**
- Teachers may be granted leave with pay for attending conferences. Once such leave has been granted, a substitute will be provided at the school on a one-to-one basis. However, if there is more than one Teacher granted conference leave from that school on any particular day, the Department of Education will provide substitutes at a ratio that shall be no less than one substitute for every Teacher (i.e. 1 for 2, 2 for 3, 2 for 4, 3 for 5 etc.) The application of this clause will be monitored during the life of this agreement.

SCHEDULE 3

Professional Development

- (a) A minimum of four sabbaticals shall be awarded each year for Teachers wishing to upgrade their skills.
- (b) The Union and the Department will collectively develop, by the end of February, for the life of this Agreement, a joint programme that will enable maximum usage of the two days for in-service training.

SCHEDULE 4

Grievance Procedures

(1) *Grievance Procedure in Maintained Schools*

Should any Teacher or group of Teachers covered by this Agreement wish to settle any grievance, dispute or misunderstanding, every effort will be made by both parties to settle such grievances promptly in the manner prescribed below.

STEP 1

The aggrieved Teacher or Teachers, with or without Union representation, shall take up the matter in writing, using the form provided for that purpose available at the School Office or the BUT office. The matter shall be dealt with by the Commissioner of Education or immediate supervisor within three school days from the initial presentation. The response of the Principal shall be confirmed, in writing, within three days of the meeting.

STEP 2

Should there be no settlement at Step 1, the aggrieved Teacher, with or without Union representation, shall take up the matter with the Commissioner of Education. The Commissioner of Education shall deal with the matter within 10 school days from the presentation of the grievance to him and make his decision known in writing.

If the matter is not dealt with within the 10-day period then the Teacher, with or without Union representation, has the right to move the matter to the next step.

STEP 3

Should a settlement not be reached at Step 2 then the aggrieved Teacher, with or without Union representation, may refer the matter in dispute to the Labour Relations Officer for arbitration.

The Teacher, with or without Union representation, may submit the grievance to a Tribunal or to a single arbitrator.

A Tribunal shall be persons selected jointly by the Teacher, or Union acting on his/her behalf, and Government. Committee members may be members of the Civil Service, who are experienced, impartial and disinterested parties of recognized competence.

If the parties are unable to agree upon a Tribunal within seven days following the receipt by the Commissioner of Education of the notification to submit the grievance to arbitration, the grievance will be submitted to a single arbitrator, who may be a Civil Servant, to be selected by the Labour Relations Officer, after consultation with both parties.

The tribunal or the arbitrator shall receive evidence of the facts of the grievance and hear the arguments of the parties. Following this, the tribunal or arbitrator shall render to the Commissioner of Education and the Teacher, or the Union acting on his/her behalf, a finding of the facts related to the grievance and shall determine an appropriate settlement.

All costs and expenses for the services of a tribunal or an arbitrator shall be borne by the Government if the committee members are Civil Servants. Where the committee members or arbitrators are not Civil Servants, the cost will be shared equally, unless Government policy provides those services free of charge.

(2) Grievance Procedure in Aided Schools

Should any Teacher or group of Teachers covered by this Agreement wish to settle any grievance, dispute or misunderstanding with the Manager of the school, every effort will be made by both parties to settle such grievances promptly in the manner described below.

STEP 1

The aggrieved Teacher or Teachers, with or without Union representation, shall take up the matter in writing, using the form provided for that purpose available at the School Office or BUT office, and the matter shall be dealt with by the Principal within three school days from the initial presentation. The response of the Principal shall be confirmed, in writing, within three days of the meeting.

STEP 2

Should there be no settlement at Step 1, the aggrieved Teacher, with or without Union representation, shall take up the matter with the Manager of the school. The Manager shall deal with the matter within 10 school days from the presentation of the grievance to him/her, and make his/her decision known in writing.

If the matter is not dealt with within the 10-day period, then the Teacher, with or without Union representation, has the right to move the matter to the next step.

STEP 3

Should a settlement not be reached at Step 2, then the aggrieved Teacher, with or without Union representation, may refer the matter in dispute to the Labour Relations Officer for arbitration.

The Teacher, with or without Union representation may submit the grievance to a Tribunal or to a single arbitrator.

A Tribunal shall be persons selected jointly by the Teacher, or the Union acting on his/her behalf, and the Manager. Tribunal members may be members of the Civil Service, who are experienced, impartial and disinterested parties of recognized competence.

If the parties are unable to agree upon a Tribunal within seven days following the receipt by the Labour Relations Officer of the notification to submit the grievance to arbitration, the grievance will be submitted to a single arbitrator, who may be a Civil Servant to be selected by the Labour Relations Officer after consultation with both parties.

The Tribunal or the arbitrator shall receive evidence of the facts of the grievance and hear the arguments of the parties. Following this, the Tribunal or Arbitrator shall render to the Manager and the Teacher, or the Union acting on his/her behalf, a finding of the facts related to the grievance and shall determine an appropriate settlement.

All cost and expenses for the services of a Tribunal or an arbitrator shall be borne by Government if the tribunal members are Civil Servants. Where the tribunal members or arbitrators are not Civil Servants, the cost will be shared equally, unless Government policy provides those services free of charge.

SCHEDULE 5

Disciplinary Procedures

The procedures laid out below constitutes a progressive discipline model for dealing with misconduct and are without prejudice to the authority of the Permanent Secretary for Education who may initiate disciplinary proceedings for gross misconduct under the authority of the Public Service Commission Regulation 2001 and the Public Service Delegation of Powers Regulations 2001.

(1) *Disciplinary Procedure in Maintained Schools*

STEP 1

Informal Advice and Warning

This will be given verbally to the Teacher concerned by his/her Principal to clarify and specify the improvement required. Failure to make the specified improvement will result in progression to Stage 2.

STEP 2

Formal Warning

The Principal will warn the Teacher concerned in the presence of his/her representative, pointing out the faults or misconduct and indicating that there must be an improvement within 30 school days. This warning will be entered in the school logbook and will be initialled by the Teacher concerned.

Failure to make the necessary improvement within 30 school days will result in Stage 3.

Should there be a recurrence of the poor conduct that led to the Formal Warning within a period of 100 school days of the necessary improvement being made, a further Formal Warning will be given.

STEP 3

Written Warning

The Principal will give the Teacher concerned, in the presence of his/her representative, a final written warning stating that failure to make the required improvements in a specified time will lead to disciplinary action being taken.

This warning will be confirmed in writing, a copy of which will be sent to the Commissioner of Education. Failure to make the necessary improvements within the specific time will result in Stage 4.

Should there be a recurrence of the poor conduct that led to the Written Warning within a period of 100 school days of the necessary improvement being made, a further Written Warning will be given.

STEP 4

Penalties

In the event of the required improvement not being forthcoming, the

necessary action will be taken.

This action will be communicated to the individual concerned by the Department of Education, in the presence of the Principal and the individual's representative.

This procedure does not replace and is without prejudice to General Orders for Teachers 1974, Section 33 Discipline Offences, Penalties, or the Public Service Commission Regulations 2001 as applicable to Teachers.

The interpretation of this procedure will not conflict with the Education Rules 2006 (Education Act 1996) Part IV.

(2) *Disciplinary Procedure in Aided Schools*

STEP 1

Informal Advice and Warning

This will be given verbally to the Teacher concerned by his/her Principal to clarify and specify the improvement required. Failure to make the specified improvement will result in progression to Stage 2.

STEP 2

Formal Warning

The Principal will warn the Teacher concerned in the presence of his/her representative, pointing out the faults or misconduct and indicating there must be an improvement within 30 school days. This warning will be entered in the school logbook and will be initialled by the Teacher concerned.

Failure to make the necessary improvement within thirty 30 school days will result in Stage 3.

Should there be a recurrence of the poor conduct that led to the Formal Warning within a period of 100 school days of the necessary improvement being made, a further Formal Warning will be given.

STEP 3

Written Warning

The Principal will give the individual concerned, in the presence of his/her representative, a final Written Warning stating that failure to make the required improvements in a specified time will lead to disciplinary action being taken. This warning will be confirmed in writing, copies of which will

be sent to the Manager of the school and the Commissioner of Education. Failure to make the necessary improvements within the specified time will result in Stage 4.

Should there be a recurrence of the poor conduct that led to the Written Warning within a period of 100 school days of the necessary improvement being made, a further Written Warning will be given.

STEP 4

Penalties

In the event of the required improvement not being forthcoming, the necessary action will be taken by the Manager. Penalties are described in Section 33, General Orders for Teachers 1974.

The interpretation of this procedure will not conflict with the Education Rules 2006 (Education Act 1996) Part IV.

SCHEDULE 6

Protective Clothing and Uniforms

(1) *Initial Distribution*

The Government agrees to provide Teachers of Preschool, Primary 1, industrial arts, science and other Teachers, as indicated in the Health and Safety Guidelines for Teachers, with two smocks, aprons, lab coats or coveralls, as appropriate.

(2) *Replacements*

All items will be replaced as necessary on production of the old articles.

SCHEDULE 7

School Council

The staff of a school together with the Principal may initiate the formation of a School Council by electing between two and four members to sit with the Principal on a monthly basis to discuss matters that concern the staff, students and the school in general.

SCHEDULE 8

Supplementary Memorandum

The main features of the Public Service Superannuation Act 1981, are detailed below:

- The Pension Scheme is contributory.
- The minimum age for voluntary retirement is 60 years.
- An Employee may retire before 60 years of age on medical grounds, subject to the findings of a Medical Board.
- The mandatory age for retirement of Employees is 65.
- In certain circumstances Public Officers approaching retirement age may be permitted by the Head of the Civil Service to continue in the Public Service until a later age, on a year by year basis, but not exceeding age 70.
- An Employee shall serve not less than eight continuous years with the Government of Bermuda to qualify for the payment of a pension.
- The maximum service to be allowed to count for the purposes of pension computation shall be 40 years.
- Pensions shall be computed as follows:

Percentage of Annual Service	Wages Payable as Pension
(a) per year of service	1.5%
(b) at minimum qualifying period	12% (8 years)
(c) at maximum qualifying period	60% (40 years)

- For the purposes of computation, the average basic salary or wage on the date of retirement shall be the basis for calculation.
- Pensions will be reviewed at regular intervals of two years in accordance with the Pensions (Increase) Act 1972.

MEMORANDUM OF UNDERSTANDING

Between the Bermuda Government and the Bermuda Union of Teachers

The Human Resource Section, Department of Education will continue with the annual Statement of Pay until the launch of the employee self-service module of the JDEdwards upgrade. Once the self-service module is functional and Teachers are able to access their salary details, the Human Resource Section will cease providing the Annual Statement of Pay.

ANNEX 1

Relevant Legislation and Policies

Education Act 1996

Education Rules 2006

General Orders for Teachers 1974

Policies and Procedures Manual for Teaching Staff 2006

Public Service Commission Regulations 2001

Bermuda Educators Council Act 2002

The Public Service Superannuation Act 1981

The Health and Safety at Work Act 1982

The Employment Act 2000

Code of Conduct

FOR AND ON BEHALF OF THE BERMUDA GOVERNMENT

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Cheryl Burrows 

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Llewellyn Simmons 


Karyn Hodgson 

FOR AND ON BEHALF OF THE BERMUDA UNION OF TEACHERS

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