



GOVERNMENT OF BERMUDA
MINISTRY OF EDUCATION

THE BERMUDA GOVERNMENT
(hereinafter referred to as "the Government")

AND

THE BERMUDA PUBLIC SERVICES UNION
(hereinafter referred to as "the Union")
on behalf of School Principals in
Government Maintained & Aided Schools

1st September 2017 – 31st August 2020

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AGREEMENT

AN AGREEMENT between the Bermuda Government (hereinafter referred to as “the Government”) and the Bermuda Public Services Union (hereinafter referred to as “the Union”) on behalf of the School Principals in Government Maintained and Aided Schools.

PREAMBLE

The primary purpose of Bermuda’s Public Education system is for the Government and the School Principals to collaboratively work towards supporting all students and ensuring that the Parties’ mutual efforts are aimed at encouraging opportunity and eliminating achievement gaps.

The Government and the School Principals are collectively responsible for supporting and promoting the goals of the Government’s Education initiatives to develop world-class educational programmes that meet the diverse needs of each and every student.

The attainment of these goals requires a commitment to educational programmes conducted in Bermuda’s Schools that requires mutual cooperation and problem solving between The Ministry of Education, The Commissioner of Education and the Board of Governors for Aided Schools.

PRINCIPLES OF THE RELATIONSHIP

This Agreement is founded on the belief that all School Principals take pride in their work, want to be involved in decisions that affect them and share in the success of their efforts.

The Government and the Union hereby commit to work together to establish a vibrant and successful learning community that actively involves Bermuda students, Bermuda’s Schools’ staff, parents and the Bermuda community. The Parties will enjoy a relationship which promotes success for Bermuda’s Education system by:

- Nurturing a culture of collaboration, professionalism and communication;
- Creating an atmosphere of mutual trust, shared accountability, respect and support;
- Providing a caring, safe, learning and work environment that is clean, healthy, professional, non-violent, and free of discrimination, intimidation and harassment.

ARTICLE 1 – UNION RIGHTS

- 1.1 The Government recognises the Union as the sole bargaining agent for School Principals for the purpose of collective bargaining with respect to salaries, method of payment, leave, emoluments, sick benefits and other conditions of employment.
- 1.2 The Government recognises the Union as an appropriate body to be consulted in connection with all relevant educational matters and agrees to utilise the Joint Consultative Committee (JCC) for this purpose – as laid out in the Policy and Procedures Manual for Principals.
- 1.3 The Government recognises that the Union has the right to make representation in disciplinary cases affecting a School Principal covered by this Agreement in accordance with the Grievance Procedure set forth in Schedule III of this Agreement.

- 1.4 The Government agrees to furnish the Union with copies of all communication which affect Teachers and School Principals.
- 1.5 The Government agrees that no School Principal shall be penalised, intimidated, or coerced by reason of being a member of the Union or acting as an officer or representative of the Union.
- 1.6 The Government agrees to supply all School Principals with a copy of this Agreement and of the appropriate General Orders.
- 1.7 The rights of the Union 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 2 – GOVERNMENT RIGHTS

2.1 The Union recognises:

- (a) The Government's authority in respect to matters of policy in relation to education in Bermuda and that School Principals who are Public Officers are subject to the authority of the Public Service Commission and those School Principals who are not Public Officers are subject to the authority of their respective Board of Governors.
- (b) The Union recognises Government's right to administer the educational system, including the right to:
 - i. employ Principals through the Public Service Commission
 - ii. discipline Principals through the Public Service Commission
 - iii. assign Principals
 - iv. re-assign or transfer Principals.

The foregoing is without prejudice to the powers vested in the Governing Bodies of Aided Schools.

- (c) The Union agrees that School Principals shall abide by the various rules and regulations established by Government.
 - (d) The Union agrees that no School Principal shall be intimidated or coerced by reason of not being a member of the Union.
- 2.2 The rights of Government set out in this Article shall be subject only to the conditions that Government agrees not to breach any of its obligations under the Agreement.

ARTICLE 3 - STATUS OF AGREEMENT

- 3.1. Any provision of this Agreement shall be determined a valid exception to and shall supersede any existing or future rules and regulations, orders and practices of the Government for the duration of the Agreement that conflict with the Agreement.
- 3.2. All matters addressed by this Agreement, except as noted in paragraph 1, shall be governed by any

such rules, regulations, directives, orders and/or practices of the Government.

- 3.3. The Government agrees to apply its Policy and Procedures Manual for Principals in a fair and equitable manner in accordance with the Employment Act 2000 and subsequent amendments. Any new matters arising thereto will be agreed in accordance with Article 17: *Matters Not Specifically Included in this Agreement*.

ARTICLE 4 - METHOD OF CONVERSION

If during the term of this Agreement the current grading scales changes or if there is a restructuring of the grade steps, it is accepted that no School Principal will be disadvantaged as a result. Where the new salary scales are directly comparable with existing salary scales, the method of conversion will be point to point.

ARTICLE 5 - AGENCY SHOP

The application of Agency Shop to this Agreement will be in accordance with the Trade Union Act 1965 or any subsequent amendments.

ARTICLE 6 – TRAINING AND PROFESSIONAL GROWTH

- 6.1 It is Government's intention to provide adequate in-house and external training to improve efficiency and improve the knowledge and proficiency of School Principals and assist them in preparation for advancement in the school system.
- 6.2 Training should be held one full day per term.
- 6.3 If any technological change alters the tasks and/or skills required of any School Principal in a post, or if any technological change permanently displaces any School Principal, Government agrees to provide the opportunity of training for that School Principal, at Government's expense, for a new post resulting from the technological change or for another equivalent post in the Government school system.
- 6.4 The Union undertakes to give the necessary training in labour relations to its representatives.

Note: Article 20 only refers to transfers not appointments or promotions. It is DOE's position that in addition to seniority, promotions should be based on requirements of the post and successful performance of candidates.

ARTICLE 7- SENIORITY

- 7.1 For Annual Leave, Seniority shall be defined as the length of continuous employment from the last date of hire with the school system; likewise, any length of service in a temporary position shall be included in the computation of Seniority.
- 7.2 Seniority will accumulate during any approved leave of absence except as provided in this Agreement. Seniority shall not accumulate during lay-off.
- 7.3 Seniority rights of a School Principal shall cease, all rights forfeited, and he/she shall be deemed

terminated for any of the following reasons:

- a. Leaves of his/her own accord or is retired;
- b. Is discharged;
- c. Where he/she has been laid off and not re-called to work within the time periods set forth in *Schedule VIII Layoffs*;
- d. He/she overstays any leave of absence granted by the Civil Service;
- e. Fails to return to work within seven (7) calendar days from the date the notice to return was delivered to the School Principal's last known address.

7.4 Seniority rights shall apply only to lay-offs, re-call of laid off officers, promotions, transfers, salary administration and overtime. However, in respect of promotions and transfers, the application of seniority rights shall be in accordance with *Article 19: Appointments, Transfers and Promotions* of this Agreement.

ARTICLE 8 - CONTINUANCE OF PAY

If for any reason on 1st September 2017, there are no changes in the rate of pay existing as of 31st August 2020, then until such time as changes have been made, those rates of pay existing at 31st August, 2020 may continue to apply until further notice.

ARTICLE 9 - ADVANCE NOTICE

TECHNOLOGICAL & OTHER ORGANISATIONAL CHANGES

- 9.1 In the event of any job changes impacting upon the terms and conditions applicable to one or more posts or a post-holder's continued employment as a result of technological change, reorganisation, revised working methods, privatisation or contracting out, the Government undertakes to give adequate notice in writing to the Union of these changes at least three (3) months prior for a meaningful dialogue to take place between them prior to the introduction of any such changes. Due to the exigencies of the service, parties may mutually agree to override this notice period.
- 9.2 The Government further undertakes to apply in full the undertakings given in Article 6.3: Training in respect of any School Principal whose employment is affected by such changes.

ARTICLE 10 – HARASSMENT

10.1 The Government and the Union recognise that harassment is a form of misconduct, or gross misconduct, depending on the circumstances of each incident. Harassment undermines the integrity of the employment relationship and may adversely affect the School Principal's officer's work performance. All School Principals must be allowed to work in an environment free from harassment. Therefore, the parties mutually agree to identify and work to eliminate such occurrences.

10.2 Harassment as defined in the *Dignity at Work Policy and Complaints Procedure*.

ARTICLE 11 – ANTI-DISCRIMINATION

- 11.1 As defined in the Dignity at Work Policy and Complaints Procedure.
- 11.2 The Government agrees to adhere to the Human Rights Act 1981 and subsequent amendments. Further it agrees not to discriminate against a School Principal with regard to race, ancestry, place of origin, colour, religious beliefs, sex, sexual orientation, physical or mental disability, marital status, political opinion or age.
- 11.3 The Union agrees to admit all persons eligible for membership and to represent all members without regard to race, ancestry, place of origin, colour, religious beliefs, sex, sexual orientation, physical or mental disability, marital status, political opinion or age.
- 11.4 Employment will be granted and obtained as set out in the Public Service Commission Regulations 2001 and any subsequent amendments.

ARTICLE 12 – OCCUPATIONAL SAFETY AND HEALTH

As defined in the Occupational Safety and Health Act 1982 and any subsequent amendments.

ARTICLE 13 – RE-OPENER CLAUSE

- 13.1 Any legislation enacted that affects a provision(s) of this Agreement, may serve as a basis for re-opening the affected provision(s) only.
- 13.2 Any policy of the Government that affects a provision(s) of this Agreement may serve as a basis for the re-opening of the affected provision(s) only.

ARTICLE 14 - UNION DUES

The Government agrees that it will deduct from the pay of each School Principal the monthly dues to the Union or contribution to a charity of the School Principal's choice pursuant to the Trade Union Act 1965. The employer will remit the same each month to the duly designated officer of the Union within fifteen (15) working days following the month in which the deductions were made.

ARTICLE 15 – APPROVAL OF LEGISLATURE

It is recognised 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 16 - PRINTING OF THE AGREEMENT

The Government undertakes the printing of this Agreement in booklet form within three (3) months of the signing of the Collective Agreement and shall distribute a copy to each of the Employees within the bargaining unit. The Government shall also provide twenty (20) copies to the Union.

ARTICLE 17 – MATTERS NOT SPECIFICALLY INCLUDED

In the event that matters may arise which are not specifically covered by the terms of this Agreement, the Union shall be consulted by the Commissioner of Education or his/her delegate. The Union shall be guided by the Public Service Commission Regulations 2001 and subsequent amendments, the Employment Act 2000 and subsequent amendments and the Policy and Procedures Manual for Principals.

ARTICLE 18 - JOINT CONSULTATIVE COMMITTEE

A Joint Consultative Committee (JCC) shall meet monthly during the school year. If a pre-arranged meeting is postponed, the Government and the Union will immediately re-schedule the meeting. The chairmanship of these meetings shall alternate between the Government representative and a representative of the Union. Decisions agreed to in consultation shall be implemented within a period of two (2) months or as mutually agreed.

ARTICLE 19 - TRANSFERS

- 19.1.** A transfer is defined as a change in work location within the same classification and shall be based upon an established legitimate educationally related need of the system.
- 19.2.** Requests for transfers by School Principals shall be made in writing to the Commissioner of Education not later than 31st December.
- 19.3.** School Principals requesting transfers shall be advised within ten (10) working days of submitting a request as to the existing and/or anticipated vacancies for which they may indicate their preference for consideration.

19.4 Involuntary Transfer

When the transfer of a School Principal is initiated by the Department, notification, the reason for such a transfer and the location, if known, of the transfer will be given in writing not later than 31st December.

The School Principal concerned will have the right to present his or her views on the involuntary transfer in writing within one calendar month of notification.

The Government will take the School Principal's preferences into account wherever practicable. This arrangement allows the best service possible to be provided to the Government, the students and also provides the School Principal with variety, challenge and greater development opportunities.

The Commissioner of Education shall notify the School Principal concerned in writing, all the particulars of the decision on the involuntary transfer is to become effective not later than 31st March.

19.5 General

Under normal circumstances, confirmation of transfers will be given not later than 31st March except in emergency situations notice will be given as early as possible.

ARTICLE 20 – RIGHT TO ASSISTANCE

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

ARTICLE 21 - DISCIPLINE

- 21.1** The power to dismiss a School Principal in a maintained school is vested in the Commissioner of Education in accordance with the procedure set out in the Public Service Commission Regulations 2001 as amended.
- 21.2** Disciplinary powers over School Principals in aided schools, including dismissal, are vested in the Board of Governors of these schools, subject to the provisions of the relevant section of the Education Act 1996.

ARTICLE 22- RENEWAL OR AMENDMENT OF AGREEMENT

STEP 1

- (a) As regards to 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 (2) months prior to 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 until it is replaced.

STEP 2

In the case of the renewal or amendment of existing agreements, direct negotiations should be commenced between the parties concerned within a reasonable period of time, in any case, not more than two (2) 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 re-opened within two (2) 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 Enquiry 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 an agreement, either party may wish to exercise its legal right if it so wishes to promote its interests.

If a strike or lockout is contemplated by either party, twenty-one (21) days' notice should be given, as this notice may, in itself materially affect the situation and bring about a peaceful settlement.

ARTICLE 23 – LETTERS OF APPOINTMENT AND CONTRACT

Every Bermudian Principal shall receive a Letter of Appointment and every non-Bermudian Principal 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:

Contract or Letter of Appointment to provide for termination by either party by notice of not less than three (3) months, provided that in the case of notice given by the School Principal:

1. It shall not be such as to result in the termination of the service except at the end of any particular term and
2. In the case of termination to take place after the end of the Summer term and before the beginning of the Christmas term it shall be given not later than 1st January of the same academic year to be confirmed or withdrawn not later than 1st February.

ARTICLE 24 – RENEWAL OF CONTRACTS

All non-Bermudian/contracted School Principals who wish to have their contracts renewed shall have their applications confirmed or denied not later than 31st March.

ARTICLE 25 – SALARIES AND EMOLUMENTS

The salaries of School Principals shall be on scales and at the rates set out in Schedule I.

ARTICLE 26 – HOURS OF WORK AND LEAVE

The hours of work and leave of School Principals shall be as set out in Schedule II of this Agreement.

ARTICLE 27– GRIEVANCE PROCEDURES

Collective grievances, i.e. 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 III of this Agreement. No collective grievance shall be taken from one step to the next until the time limit has lapsed and no mutually satisfactory settlement has been reached, provided that the Union may present a collective grievance at Step 2 of the procedure.

ARTICLE 28 – UNION ON BEHALF SCHOOL PRINCIPALS BUSINESS

- 28.1 Up to a maximum of twenty-one (21) working days, special leave 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.
- 28.2 The authorised representative of the Union shall be permitted to enter the premises of any school in which the Union members are employed, during the time scheduled for recess or lunch and after school hours, after due notification to the Commissioner of Education and provided that the scheduled activities of the school are not disrupted.

ARTICLE 29 – POLICY AND PROCEDURES MANUAL

29.1 Policy and Procedures Manual

Government will prepare, in consultation with the Union on behalf of the School Principals, a Policy and Procedures Manual for School Principals. The manual will contain the current terms and conditions of employment of School Principals and the rules which govern them. The Policy

and Procedures Manual will be updated according to the cycle of the CBA by the Human Resources Policy Committee that consists of equal numbers from the Government and the Union.

29.2 Job Descriptions

A generic job description shall be prepared after consultation and agreement between the Government and the Union in respect to all School Principals.

ARTICLE 30 – CONTRIBUTORY PENSION SCHEME AND HEALTH INSURANCE

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

Comprehensive Major Medical Health Insurance shall be in accordance with the Policy and Procedures Manual for Principals and the Government Employees Health Insurance (GEHI) Scheme.

ARTICLE 31– DURATION OF AGREEMENT

This Collective Agreement shall remain in force for the period 1st September 2017 to 31st August 2020. The agreed upon conditions of work shall remain in effect for the life of the Agreement.

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.

SCHEDULE I

Scale of Salaries for Principals

Category & Range	W.E.F. Apr. 1, 2018	
	2018/2019	2017/2018
1. One (1) form entry Primary School <200 students	\$123,674.36	\$121,249.37
2. Two (2) form entry Primary School >200 students	\$127,694.41	\$125,190.60
3. Middle School	\$133,306.61	\$130,692.75
4. Senior School	\$139,199.62	\$136,470.22

Explanatory Notes

I. Release Due to Reorganisation

1. A School Principal whose position becomes redundant due to re-organisation shall continue to receive his/her salary as a School Principal while serving in an alternative post until he/she is re-appointed as a School Principal. 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.
2. A School Principal whose position has become redundant to the school system due to re-organisation and who is ineligible for a pension, will be granted redundancy pay as follows:
 - (a) Less than one year's service – nil
 - (b) In the case of Bermudians:
After one year of service and up to a maximum of eight years' continuous service – 3 weeks per year.
 - (c) In the case of non-Bermudian Principals on fixed term contracts:

For the purpose of calculating redundancy pay, any part of a year of service will be pro-rated.

II. Documentation of Qualifications

School Principals are responsible for presenting copies of original documents attesting to qualifications and experience, including the period immediately prior to appointment in Bermuda. Original documents may be scrutinised if requested.

III. Retirement

Provisions for retirement are in accordance with the Public Service Superannuation Act, 1981, until superseded by other enactment.

IV. Pro-rated Pay

1. School Principals in regular full-time employment, paid on a monthly basis, who either take up an appointment after the commencement 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 sessional basis of two hundred (200) teaching days* less employees' contribution to Government Health Insurance, Payroll Tax, Contributory Pension, Union dues or charitable contributions over the whole of the period concerned, pro-rated as follows:

$$\frac{\text{No. of Teaching Days}}{200} \times \text{Entitled Salary}$$

2. School Principals 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 not be eligible for such pro-rated pay, or for the sum of money otherwise payable in respect of adjustment to accord with the portion of the school year served, and will be paid up to and including the last working day of their service only.

V. Recognised Professional Service

This is service as a School Principal in schools administered by Government. Service in other schools is recognised upon submission of written evidence from the Authority in question that it recognises the service for incremental purposes.

VI. Allowances

1. Baggage Allowance

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

The allowance rates are as determined by Cabinet and is published periodically.

Where both husband and wife are appointed to positions in Government service, the total amount payable in respect of baggage allowance shall not exceed the amount payable for a married School Principal.

Claims for baggage allowance must be accompanied by receipted bills and should be submitted as soon as possible after arrival in Bermuda and in any case not later than two (2) months after arrival

in Bermuda.

A School Principal recruited from overseas who has satisfactorily completed the period of service required under his/her contract shall be granted a baggage allowance in the same terms and conditions as laid down for outward passages to return to his/her country of residence.

2. Medicals and X-Rays

School Principals appointed from overseas may claim reimbursement for the cost of medicals and X-rays for themselves and their immediate families but must submit receipted bills when making the claim.

3. Long Service Award

School Principals shall be awarded one award on a "once only basis" after fifteen (15) years' service with a further award on a "once only basis" after each five (5) year interval following fifteen (15) years' service. Time spent as a teacher should be counted in calculating the number of years.

For the sake of clarity and following custom and practice, the award for the academic year shall be \$4,014.01 after the 15th year and \$4,126.40 after each 5-year interval following 15 years' service.

4. Telephone Allowance

A telephone allowance will be paid to those School Principals whose names and home telephone numbers are published in the Bermuda Telephone Directory.

The allowance payable is based upon the current monthly charges of the Bermuda Telephone Company for the access of one service line and the rental of one standard handset.

School Principals who have been issued a cellular phone will not receive a telephone allowance.

SCHEDULE II

I. Hours of Work and Leave

School Hours

(a). The working day will commence not later than 8.45 a.m.

(b). The normal working day shall include a lunch period taken at such time as the School Principal deems appropriate.

II. School Year

The school year shall be two hundred (200) teaching days. This will be inclusive of Public Holidays falling within term time other than weekends, and/or 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. The school year will cease on 30th June each year.

III. The School Principals Work Year

The School Principals' work year shall normally be two hundred and ten (210) days. However, Principals may be required to work up to an additional ten (10) days outside the normal work year; such additional days worked would draw additional remuneration at the appropriate hourly rate as outlined in the CBA.

IV. Maternity Leave

- 1) Pregnant Principals shall, on application to the Commissioner of Education, be granted fifteen (15) weeks maternity leave i.e. thirteen (13) weeks paid leave and two (2) weeks unpaid leave, provided that the Principal has worked a full or equivalent academic year.
- 2) Approved maternity leave shall be paid at the recipient's normal rate of pay.
- 3) The School Principal must present to the Commissioner of Education, at least three (3) months before the expected date of delivery a certificate from a registered medical practitioner showing the expected date of delivery.
- 4) A pregnant School Principal may work up to the date of delivery unless the attending physician advises otherwise, in which case leave prior to the date of delivery will be considered as sick leave within the Principal's annual sick leave entitlement.
- 5) Maternity leave will be deemed to commence on the date of delivery or sooner, if the applicant voluntarily elects to finish work prior to the date of delivery.
- 6) That period of maternity leave which is unpaid shall be deemed part of a Principal's contracted period of service.
- 7) Payments by the Government during the period of maternity leave shall be made on the understanding that the Principal concerned will return to duty for a period of at least three (3) months. A Principal who does not return within a six (6) month period shall lose the right to re-employment and she shall refund the monies paid to her by Government.
- 8) Maternity leave shall not be treated as sick leave.
- 9) **Still birth**
In the event that the School Principal has a stillbirth, paid maternity leave in full or in part shall be granted based on the advice of the School Principal's medical practitioner.
- 10) **Miscarriage**
In the event that a pregnant School Principal miscarries and presents to the Commissioner of Education a medical certificate confirming the miscarriage, this will be considered as sick leave within the Principal's annual sick leave entitlement.
- 11) 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.

12) Maternity leave shall be paid up to a maximum of sixty-five (65) days, except that total salary received in any one school year shall not exceed the normal annual salary for 200 days.

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

IV. Paternity Leave

A School Principal will be granted ten (10) days paid paternity leave in any academic year.

V. Adoption Leave

In the case of adopting a child, the primary caregiver will be granted up to four (4) weeks paid leave. Such leave begins the day that the child is taken home by the parent. The secondary caregiver may be granted leave under equivalent terms to the paternity leave provisions.

VI. Sick Leave

A School Principal who is absent through illness during term time may be required to forward a medical certificate to the Commissioner of Education. If any such School Principal is absent for more than two (2) weeks further medical certificates must be forwarded each week during the period, unless leave of absence for a definite period has been granted.

Provided satisfactory evidence of incapacity of a School Principal is furnished in accordance with the above, the leave authority shall grant sick leave to that School Principal on full pay in accordance with his/her continuous years of service in Bermuda as follows:

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

Service, which is recognized for superannuation purposes, shall also be recognized for sick leave purposes.

Sick leave exceeding two (2) consecutive days may only be granted with pay on production of a medical certificate.

The Head of Civil Service has the discretionary power to extend sick leave in cases of serious incapacity.

A School Principal may utilize up to a maximum of twelve (12) days of his/her full pay sick leave entitlement to care for his/her sick child or spouse, on production of a medical certificate for any period exceeding two (2) days.

No School Principal shall be granted more than an aggregate of eight (8) days uncertified full pay sick leave in any period for an academic year. The Assistant Director (Schools) shall notify the Commissioner of Education of the eighth uncertified absence of a School Principal as it occurs. For the purpose of this Agreement a public holiday or other non-working day intervening between two

(2) days of uncertified sick absence shall itself be counted as a day of uncertified sick absence.

VII. Special Leave

In addition to the cases stated below, Special Leave may be granted in accordance with the provisions of the appropriate section of the Policy & Procedures Manual for School Principals. The granting of Special Leave, whether paid or unpaid, will not prejudice the normal award of increments.

VIII. Personal Leave

A School Principal will be allowed up to a maximum of seven (7) days leave per year: three (3) 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

Paid leave will not be granted at the beginning or at the end of the term or the end of the school year, on or immediately before or after professional development days, or immediately before or after a public holiday.

Principals should endeavour to arrange appointments for urgent personal business such as doctors, dentists and lawyers or to attend to other urgent personal business during off-duty hours.

For the avoidance of doubt, the period of continuous service identified above includes service as a teacher.

IX. Professional Growth

- (a) All School Principals shall be granted paid leave to attend professional conferences, workshops, institutes and other educationally related activities, at the discretion of the Commissioner of Education.
- (b) The Ministry shall fund a maximum of five (5) School Principals per year to attend overseas courses or conferences, subject to the availability of funds. The selection of the School Principal to attend the overseas courses or conferences will be carried out on a rotational basis. The contents of the overseas course or conference must be in line with the Ministry's initiatives and/or the School Principals professional growth plan, and the Principal must apply at least one (1) month in advance of the first day of the overseas course or conference to receive consideration.

X. Study Leave

Study leave during the school year may be granted at the discretion of the Commissioner of Education.

XI. Professional Leave

Professional leave of up to two (2) calendar years may be granted at the discretion of the Commissioner of Education to a School Principal wishing to serve as a lecturer at a college or university or in an administrative capacity at a central education office where the granting of such

leave is in the interest of the Ministry.

XII. Leave for Delegated Officials

A School Principal who is a delegated official of the Union may at the discretion of the Commissioner of Education, be granted ten (10) days special leave with full pay to attend to important trade union business.

XIII. Leave for Funerals

Immediate Family

Upon receipt of a request, a leave of absence up to three (3) working days for local funerals and up to five (5) working days for overseas funerals shall be granted by the Commissioner of Education to a School Principal in case of the death of a child, dependent child, parent, grandparent, foster parent, spouse, brother, sister, mother-in-law, father-in-law, aunt, uncle, and any person who at the time of death, is a closely associated member of the household and/or resident in that household.

Special Cases

In special cases, the Commissioner of Education or designee shall have discretion to extend funeral leave to the School Principal.

XIV. Additional Leave

A Principal may, with the prior approval of the Commissioner, take five (5) additional days of paid leave during the normal working year of two-hundred and ten (210) days, provided that the Principal works on specified dates five (5) days outside the normal working year.

XV. Leave to Take a Child to School

A School Principal may be allowed three (3) days leave, to accompany his/her child to school abroad.

XVI. Leave for Child's Graduation

A School Principal will be allowed one day paid leave to attend the local graduation of his/her child or up to three (3) days paid leave to attend the overseas graduation of his/her child.

XVII. Convocation Leave

A School Principal will be allowed three (3) days paid leave to attend his/her own graduation overseas and one (1) day paid leave for local graduation.

XVIII. Deferred Salary Leave

A School Principal may participate in the Deferred Salary Leave Scheme (DSLS) designed to grant a maximum of one (1) School Principal per year with an opportunity to receive 80% of his/her normal base salary for four (4) years with a view to being granted during the fifth year, a one (1) year leave of absence whilst he/she receives 80% of his/her normal base salary for year five.

For example:

Year	
One	Work at 80% of normal base salary at year one's rate
Year	
Two	Work at 80% of normal base salary at year two's rate
Year	
Three	Work at 80% of normal base salary at year three's rate
Year	
Four	Work at 80% of normal base salary at year four's rate
Year	
Five	On a one year leave of absence whilst receiving 80% of normal base salary at year five's rate.

SCHEDULE III

I. Grievance Procedure in Maintained Schools

Should there be any School Principal or group of School Principals covered by this Agreement, who shall 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 School Principal(s), with or without Union representatives, shall take up the matter in writing with the Commissioner of Education, if appropriate to do so, and the matter shall be dealt with within ten (10) school days from the initial presentation. The decision shall be communicated in writing.

STEP 2

If there is no settlement at Step 1, the aggrieved School Principal(s) with or without Union representatives, shall take up the matter with the Permanent Secretary for Education. This shall be dealt with within ten (10) school days of the expiry of Step 1.

STEP 3

Should a settlement not be reached at Step 2, either party to this Agreement, or both, shall have the right to refer the matter in dispute to the Labour Relations Officer for mediation.

STEP 4

The School Principal, with or without Union representation, may submit the grievance to a Committee of Three or to a single arbitrator.

A Committee of Three shall be persons selected jointly by the School Principal, or the Union acting on his/her behalf, and the Commissioner of Education. 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 Committee of Three within seven (7) working days following

the receipt by the Director of Workforce Development 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.

The committee or the arbitrator shall receive evidence of the facts of the grievance and hear the arguments of the parties following which the committee or arbitrator shall render to the Commissioner of Education and the School Principal, or the Union acting on his/her behalf, a finding of the facts related to the grievance and shall determine an appropriate settlement.

II. Grievance Procedure in Aided Schools

Should any School Principal wish to settle any grievance, dispute or misunderstanding with the School Board, every effort will be made by both parties to settle such grievances promptly in the manner described below.

STEP 1

The aggrieved School Principal, with or without representatives from the Union, shall take up the matter with the School Board. The School Board shall deal with the matter within ten (10) school days and make their decision known in writing.

STEP 2

Should a settlement not be reached at Step 1, then the aggrieved School Principal may, within ten (10) days of the receipt of the decision of the School Board, refer the matter in dispute to the Labour Relations Officer for mediation.

The School Principal, with or without Union representation, may submit the grievance to a Committee of Three or to a single arbitrator.

A Committee of Three shall be persons selected jointly by the School Principal, or the Union acting on his/her behalf, and the School Board. 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 Committee of Three within seven (7) working 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.

The committee or the arbitrator shall receive evidence of the facts of the grievance and hear the arguments of the parties following which the committee or arbitrator shall render to the School Board and the School Principal, or the Union acting on their behalf, a finding of the facts related to the grievance and shall determine an appropriate settlement.

SCHEDULE IV

I. Disciplinary Procedure for School Principals in Maintained Schools

The Disciplinary Procedure shall be as per the appropriate General Orders and Public Service Commission Regulations. These procedures will remain in effect until changes are agreed at formal

negotiations.

II. Disciplinary Procedure for School Principals in Aided Schools

STAGE I

Informal Advice and Warning

This will be given verbally to the School Principal concerned by their Assistant Director to clarify and specify the improvement required. Failure to make the specified improvement will result in progression to Stage II.

STAGE II

Formal Written Warning

The Assistant Director will warn the School Principal concerned in the presence of their representative, pointing out the faults or misconduct and indicating there must be an improvement within a mutually agreed time. A formal written warning will be removed from the School Principal's personnel file provided that the corrective behaviour has been maintained for a period of twelve (12) months.

Failure to make the necessary improvement within the given time will result in Stage III.

STAGE III

Final Written Warning

The Assistant Director will give the individual concerned, in the presence of their 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 final written warning will be confirmed in writing, a copy of which will be sent to the Commissioner of Education. A final written warning will be removed from the School Principal's personnel file provided that the corrective behaviour has been maintained for a period of twenty-four (24) months.

Failure to make the necessary improvements within the specified time will result in Stage IV.

STAGE IV

Penalties

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

The interpretation of this procedure will not conflict with the Education Rules 2006.

III. Termination of a School Principal in Aided Schools

1. The School Board of Governors shall not dismiss or retire a School Principal without giving them an opportunity of appearing before the School Board of Governors accompanied, if they so desire, by a Union official.
2. Notwithstanding any term to the contrary in a School Principal's contract of employment, no School Principal who has served in a school for such time that would result in a pension being awarded to them under the Public Service Superannuation Act 1981, if the termination of their service were to take place on one of the grounds specified in the Act (whether or not this is the ground upon which the School Board desires to terminate their services) shall be dismissed or retired without:

- (a) The approval of the appropriate authority, under that Act, in the case of retirement on grounds where the approval of such authority is a condition to the granting of a pension.
 - (b) The approval of the Minister in all other cases.
3. School Principal retired or dismissed with the approval of the Minister under paragraph 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 them the grounds on which they were retired.
4. Nothing in this rule shall apply:
- (a) Where a School Principal has been engaged for a period of time fixed in their contract, to the termination of a School Principal's employment at the end of such period.
 - (b) To the dismissal of a School Principal during their period of probation.

SUPPLEMENTARY MEMORANDUM

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

1. Pension Scheme is contributory.
2. The minimum age for voluntary retirement is sixty (60) years.
3. An Employee may retire before sixty (60) years of age on medical grounds, subject to the findings of a Medical Board. The mandatory age for retirement of employees is sixty-five (65) years.
4. An employee shall serve not less than eight (8) continuous and contributory years with the Government of Bermuda to qualify for the payment of a pension.
5. The maximum service to be allowed to count for the purposes of pension computation shall be forty (40) years.
6. Pensions shall be computed as follows:

Service Percentage of Annual	Wages Payable as Pension
(a) Per year of service	1.5%
(b) At a minimum qualifying period of (8 years)	12%
(c) A maximum qualifying period (40 years)	60%
7. For the purposes of computation, the final basic salary or wage on date of retirement shall be the basis for calculation.
8. Pensions will be reviewed at regular intervals of two (2) years in accordance with The Pensions (Increase) Act 1972.

Note:

This Memorandum is a summary of provisions contained in an Act of Parliament and reference should be made to the Act itself if and when a problem arises.

MEMORANDUM OF UNDERSTANDING

Between: The Ministry of Education and The School Principals

1. The Ministry of Education will use its best efforts to seek the assistance of Management Consultant Services in the review of the proposed salary matrix.
2. The Ministry of Education and the Union agree to continue to meet at least once every quarter to discuss the matter of discipline for School Principals and agree to use their best efforts to agree a discipline procedure.
3. The Ministry of Education agrees to provide training and assistance to School Principals on the preparation and management of school budgets.
4. The Ministry of Education will provide each School Principal with a copy of Government's Financial Instructions and agrees to host a training session on the topic of compliance with Financial Instructions.
5. The Ministry of Education, in collaboration with the Union, will review the job evaluation for School Principals, and the parties agree to use their best efforts to produce a review document that is in alignment with the job description.
6. The Ministry of Education, in cooperation with the BPSU, will use best efforts to offer School Principals an opportunity to participate in training and involvement related to recruitment techniques.
7. The Ministry of Education will use its best efforts to provide master keys to schools on a phased in basis.

**For and on behalf of
THE BERMUDA GOVERNMENT**



Dr. Derrick Binns, **Head of Public Service**



Mr. Anthony Manders, **Financial Secretary**

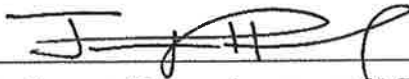



Mrs. Valerie Robinson-James, **Permanent Secretary, Education**




Mrs. Kalmar Richards, **The Commissioner of Education**

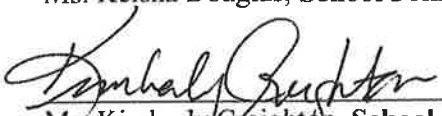
**For THE BERMUDA PUBLIC SERVICES UNION
on behalf of
THE SCHOOL PRINCIPALS
of
GOVERNMENT MAINTAINED & AIDED SCHOOLS**



Mr. Jason P. Hayward, CMgr MCMI, **President - BPSU**


Mr. Edward Ball Jr., JP, LLB, FCMI **General Secretary - BPSU**



Mr. Kevin Grant, CMgr, MCMI, **Labour Relations Advisor - BPSU**

Ms. Keisha Douglas, **School Principal**


Ms. Kimberly Creighton, **School Principal**


Ms. Reeshemah Swan, **School Principal**


Mrs. Idonia Beckles, **School Principal**


Mr. O'Brien Osborne, **School Principal**

