



Ministry of Education Bermuda

in consultation with the
Bermuda Union of Teachers

Policy and Procedures Manual for Teaching Staff

10th April, 2006

POLICY AND PROCEDURES FOR TEACHERS

CHAPTER 1 – INTRODUCTION

1. Purpose of the Policy and Procedure Manual
2. Groups to whom this Manual Applies
3. Status of the Policy and Procedures Manual
4. Procedure for amending this document
5. The Personnel Policy Committee
6. The Role of the Principal
7. Definitions and Terminology

CHAPTER 2 – STRUCTURE OF THE MINISTRY

1. Minister
2. Permanent Secretary
3. Board of Education
4. Ministry of Education and Development

CHAPTER 3 - TEACHING ESTABLISHMENT

1. Staffing
2. Procedure for determining the establishment
3. Procedure for the creation of new positions of categories within the Teaching Establishment
4. Basic Structure of the Bermuda Public School System
5. Scale Posts
6. Definition of Categories
7. Training and Re-categorizations
8. Industrial and Commercial Experience
9. Substitute Teachers
10. School Closure

CHAPTER 4 – APPOINTMENTS, TRANSFERS AND PROMOTIONS

1. General Principles
2. New Appointments (Local)
3. Probationary Period
4. Induction
5. New Teacher Appointments from Overseas
6. Appointments to Posts of Responsibility
7. Letter of Appointment and Contracts
8. Transfer of Teachers
9. Acting Appointments
10. Notification of Personal Details
11. Personnel Files
12. Bermudianization

CHAPTER 5 – STAFF TRAINING AND DEVELOPMENT

1. General Principles
2. Evaluation of Teachers
3. Evaluation of Principals
4. Licensing
5. Training Provisions
6. International Leave
7. Sabbaticals
8. Short Sabbaticals
8. Study Leave
9. Leave of Absence
10. Teacher Exchange Programme

CHAPTER 6 – THE WORKING WEEK/YEAR

1. School Hours
2. Teacher's Hours
3. The School Year for Teachers
4. Overtime
5. Honoraria
6. Honoraria for Extra-Curricular Activities

CHAPTER 7 – LEAVE

1. Sick Leave
2. Maternity Leave
3. Paternity Leave
4. Retirement Leave
5. Special Leave
6. Examination Leave
7. Personal Leave
8. Compassionate Leave
9. Unauthorized Leave
10. Deferred Leave

CHAPTER 8 – SALARIES AND DEDUCTIONS

1. Salary of Schedules for Teachers
2. Procedures for Payment
3. Prorated Pay
4. Increments
5. Long Service Awards
6. Superannuation
7. Government Employees Health Insurance (GEHI)
8. Union Dues
9. Deductions from Salaries

CHAPTER 9 – TRAVEL AND SUBSISTENCE

1. General
2. Local Travel on Official Business
3. Overseas Travel on Official Business
4. Subsistence
5. Overseas Teachers – Passage and Baggage
6. Housing

CHAPTER 10 – PRIVATE PROPERTY

1. General
2. No Government Liability
3. Compensation

CHAPTER 11 – HEALTH AND SAFETY

1. Health and Safety Policy
2. Health and Safety Committees
3. First Aid
4. Recording and Reporting of Accidents
5. Use of Protective Clothing and Equipment
6. Protective Clothing and Uniforms
7. School Workshops and Science Laboratories
8. Fire Procedure
9. Physical Education
10. Guidelines for the Administration of Medication in School
11. Policy concerning AIDS
12. Alcohol & Drug-Free Workplace Policy

CHAPTER 12 – CONDUCT

1. Duties of the Teacher
2. Legal Proceedings
3. Complaints
4. Private Conduct
5. Out of School Employment
6. Participation in Politics
7. Public Speaking and Publications
8. Sexual Harassment
9. Email Policy

CHAPTER 13 – DISCIPLINE AND GRIEVANCE

1. General Principles
2. Offences
3. Disciplinary Procedure for Teachers in Maintained Schools
4. Disciplinary Procedure for Teachers in Aided Schools
5. Penalties
6. Suspension of Teachers in Aided Schools
7. Grievance Procedure for Teachers in Maintained Schools
8. Grievance Procedure for Teachers in Aided Schools

CHAPTER 14 – OFFICER REPRESENTATION

1. General Principles
2. Recognition of a Trade Union
3. Union Rights
4. Government Rights
5. Time off and Facilities for Union Business
6. Joint Consultation
7. Constitution of Combined Consultative Committee
8. Constitution of the Personnel Policy Sub-Committee
9. Constitution of a Ministry Sub-Committee
10. Constitution Joint Consultative Committee BUT
11. Constitution Joint Consultative Committee ASP
12. School Councils

CHAPTER 15 – TERMINATION OF APPOINTMENT

1. Notice Period
2. Release through Reorganization
3. Teachers Relieved of Special Appointments
4. Retirement
5. Early Retirement on Medical Grounds
6. Termination of Teachers in Aided Schools

CHAPTER 16 – CONCERNING STUDENTS AND THEIR COURSE OF STUDY

1. Curriculum
2. Syllabus
3. Documents
4. Examinations
5. Corporal Punishment
6. Assessments
7. Truancy
8. Registers

APPENDICES

- I. Job Description for Teachers
- II. Notification of Communicable Diseases
- III. Authorization of Medication Forms
- IV. Form for Ordering Textbooks
- V. Form for Ordering Furniture and Equipment
- VI. Case Management by the EAP
- VII. Education Legislation (TBD)
- VIII. Ministry Policies (TBD)
- IX. Official Procedures (TBD)

INTRODUCTION

1.1 Purpose of the Policy and Procedure Manual

The manual includes statements about the terms and conditions of service of teaching staff, their duties and obligations, the procedures which are followed in the course of their employment and the statutes and legislation that govern their employment.

The purpose of the manual is to enable teaching staff readily to understand their rights and obligations and their general conditions of service. Wherever statements in the manual vary from the terminology of the statute, regulation or agreement that governs them, it is necessary to refer to the relevant legislation or authoritative documentation in order to determine any question at issue. Therefore, this manual should be read in conjunction with the Collective Agreement between the Bermuda Government and the Bermuda Union of Teachers, and relevant laws, in particular the prevailing Public Service Commission Regulations, the Education Act 1996, the prevailing Education Rules, the prevailing Public Service Superannuation Act, the prevailing Health & Safety at Work Act, the prevailing Government Employees Health Insurance Act.

1.2 Groups to whom this Manual Applies

This manual applies to Teachers in both maintained and aided schools except where it is clearly stated that staff in aided schools are not subject to specific provisions of the manual.

1.3 Status of the Policy and Procedure Manual

- (a) The manual includes statements which fall within one of the following four categories:
- (i) Matters of Policy and Procedure, which are determined by the Department of Education following joint consultation with the Bermuda Union of Teachers.
 - (ii) Terms & Conditions of Service (including salaries), which are determined through, direct negotiations between the Bermuda Government and the Bermuda Union of Teachers and which form Articles or Schedules of the Collective Agreement between the two parties.
 - (iii) Matters of Legislation.
 - (iv) Matters of Government Policy, which are enforced across the Public Service as a whole and about which representation might be made by the Bermuda Union of Teachers via the Joint Consultative Committee.
- (b) The Policy and Procedures Manual is intended to replace General Orders for Teachers 1974. If it is not legally possible for those orders to be replaced then the terms and conditions stated in the manual supersede those in General Orders for Teachers 1974.

- (c) The contract agreement shall continue to be the basis of collective bargaining provided that the contract agreement includes reference to the Policy and Procedure Manual, all those terms and conditions falling within the realm of negotiation; that the Manual is updated to reflect any changes, which take place as a result of collective bargaining or consultation.
- 1.4 The Manual is in loose – leaf format to enable sections to be updated or replaced periodically. Amended pages will include the date of amendment in the lower left hand corner.
- 1.5 The Combined Consultative Committee between the Ministry of Education and Development, the Bermuda Union of Teachers and the Association of School Principals shall establish a standing sub-committee, the Personnel Policy Sub-committee (see 14.8), to review specified matters pertaining to teacher personnel policies referred to it by the Combined Consultative Committee in the light of amendments made to the Collective Agreement, any changes to legislation that impact on the terms and conditions of service and duties of teaching staff and any changes to Ministry of Education and Development Policy.
- 1.6 The Role of the Principal
- (a) The Principal has a crucial role in the management of the school. The role can be compared with that of the general manager of an active business enterprise. The school Principal has to take the lead in the overall context of teaching by setting standard and, through continuous effort, improving the quality of life in the school for both the student and the teacher.
- (b) In summary, as we view it, the Principal’s role embraces:
- (i) The education and general welfare of pupils;
 - (ii) The leadership and direction of, the teaching and the non-teaching staff;
 - (iii) The management of, and responsibility for, the school premises and facilities;
 - (iv) The legal responsibility of being “in loco parentis”;
 - (v) The supervision of programs in curriculum development, staff training, and evaluation which comply with the aims and objectives of the Ministry;
 - (vi) The maintenance of good discipline within the school;
 - (vii) Involvement in the selection of new teachers;
 - (viii) The promotion of effective community and public relations;
 - (ix) Being accountable for the overall performance and the standards achieved by the school;
 - (x) Having regard for the rights and interest of parents;
 - (xi) Having regard for the educational needs of the legal community;
 - (xii) The complication, storage and retrieval of school records and documents

1.7 Definitions and Terminology

- (b) Throughout this document words of masculine gender shall include the feminine unless that interpretation is excluded expressly or by necessary implication.
- (c) “The Act” means the prevailing Education Act and any subsequent amendments.
- (d) “Aided school” means a school the whole of the property which is vested in a body of trustees, board of governors or similar body of persons, or any person on behalf of the school, and which is wholly or partially maintained out of public funds or which, subject to the provisions of section 16, has since the first day of September 1965, received any capital grant – in – aid out of public funds.
- (e) “Maintained school” means a school the whole or any part of the property of which belongs to Government and is wholly or partly maintained out of public funds.
- (f) “Union” means the Bermuda Union of Teachers the registered trade union recognized by Government as the sole bargaining agent for Teachers for the purpose of collective bargaining with respect to salaries, methods of payment, leave emoluments, sickness benefits and other conditions of employment.
- (g) “Teacher” – The Teacher shall be as defined in the preamble of the prevailing Collective Agreement between the Bermuda Government and the Bermuda Union of Teachers.
- (h) “Principal” – The Principal shall be responsible for the general organization and management of the school subject to the prevailing legislation.
- (i) “Agreement” – The Agreement means the current Collective Bargaining Agreement between the Bermuda Union of Teachers and the Government

STRUCTURE OF THE MINISTRY

2.1 Minister

The ultimate authority within the Ministry rests in the hands of the Minister of Education and Development here after referred to as the Minister, who is the sole policy maker for the system. The Minister performs his role within the principle of the collective responsibility of the cabinet. Section 5, subsection (1) of the Education Act 1954 refers to the Ministry as being under the general direction and control of the Minister.

“Section 18 sets out the conditions of the control and supervision” exercised by the Minister over aided and maintained schools.

2.2 Permanent Secretary

The role and responsibilities of the Permanent Secretary for Education and Development hereafter referred to as the Permanent Secretary are defined in the document ASSIGNMENT OF RESPONSIBILITIES to Ministers and Departments which has been produced by the Secretary to the Cabinet. The Permanent Secretary is the chief advisor to the Minister, the administrative head of the Ministry.

2.3 Board of Education

The Minister may also be advised on any educational matter by the Board of Education as established under Sections 3 and 4 of the Education Act 1954.

2.4 Ministry of Education and Development

The Department of Education as established under Section 5 of the Education Act 1954, is “charged with the duty of assisting the Minister in the discharge of his responsibilities under this Act and any other enactment”.

(a) Chief Education Officer

The Department of Education is under the professional supervision of the Chief Education Officer who, under the direction of the Permanent Secretary, sees to the implementation of the policies of the Ministry. The Chief Education Officer carries out this function through Senior Education Officers and other officers appointed either permanently or temporarily, or seconded to the Department to implement specific policies of the Minister.

(b) Teams of Officers

There are three teams of Officers, all of which are headed by a Senior Education Officer. These officers are directly accountable to the Chief Education Officer for carrying out their respective duties. The three teams are:

- (i) Schools
- (ii) Curriculum and Instructional Leadership
- (iii) Student Services

TEACHING ESTABLISHMENT

3.1 Staffing

- (a) There shall be in every school:
 - (i) A Principal;
 - (ii) A staff of Teachers suitable and sufficient in number to provide education appropriate to the ages, abilities and aptitudes of the students.
- (b) The Principal shall not leave the school premises during the school hours unless some other Teacher has the charge of the school.

3.2 Procedure for determining the Establishment

The procedure for determining the numbers of approved posts in each category is as follows:

- (a) The overall teaching establishment and total numbers by category are determined by Cabinet on the basis of recommendations from the Minister of Education and Development.
- (b) In each preschool there will be a Preschool Administrator.
- (c) The number of posts of responsibility allocated to each school is determined by the Ministry of Education and Development following consultation with the Bermuda Union of Teachers and with the Association of School Principals.

3.3 Procedure for Creation of New Positions or Categories within the Teaching Establishment

The Ministry of Education and Development has the right to decide on any new category of teaching staff together with the number of posts of responsibility in each school. However, all new positions and the procedures for applying to a post of responsibility should be discussed in the Combined Consultative Committee in order that the Bermuda Union of Teachers and the Association of School Principals are fully informed and are provided with the opportunity to make their recommendations.

3.4 Basis Structure of the Bermuda Public School System

The basic structure of the Bermuda Public School System is as outlined in the prevailing Collective Agreement between the Bermuda Government and the Bermuda Union of Teachers and the Association of School Principals.

3.5 Scale Posts

- (a) Appointments to scale posts and to posts of Deputy Principal are for 3 year periods only, after which the individual will revert to his/her substantive grade or be appointed for a further 3 year period. The posts are allocated by the Ministry of Education and Development upon the recommendation of the Principals and in accordance with criteria to be established by a joint committee of the Ministry/Department and the Union.
- (b) Scale Posts shall be awarded as per the prevailing Collective Agreement between the Bermuda Government and the Bermuda Union of Teachers.
- (c) 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

3.6 Definitions of Categories

Definitions of categories shall be as outlined in the prevailing Collective Agreement between the Bermuda Government and the Bermuda Union of Teachers

3.7 Training and Re-categorizations

(a) Training

Teachers with a degree, but without Teacher Training will be afforded a maximum period of three (3) years from the date of appointment to pursue a course of training acceptable to Government and calculated to be placed in a training category.

(b) Re-categorization

- (i) Teachers, except qualified practitioners of practical and vocation subjects, who have been teaching in the service for more than two (2) 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 by the Department of Education. Such courses will be to meet the specific needs of the Bermuda Public School System (BPSS) 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.

3.8 Industrial and Commercial Experience

Individuals entering the BPSS with industrial, commercial or technological experience will be given credit for up to two (2) years experience in the related field, provided that the experience was gained within five (5) years immediately preceding the appointment. That is, they will be placed two steps above the beginning step of their particular category.

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

3.9 Substitute Teachers

Persons appointed as substitute Teachers shall be awarded pay as per the prevailing collective agreement between the Bermuda Government and the Bermuda Union of Teachers. Long-term Substitute Teachers shall receive pay for public and school holidays falling within the term but not for days when they are absent for reasons of sickness.

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.

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

3.10 School Closures

All school closures will be discussed in advance whenever possible with the Bermuda Union of Teachers and the Association of School Principals in the Combined Consultative Committee.

APPOINTMENTS, TRANSFERS AND PROMOTIONS

4.1 General Principles

- (a) For appointment to any teaching post or post of responsibility, the person appointed must meet all of the qualifications, experience and other job-related requirements specified for the post. In certain exceptional circumstances, the appointment authority may approve an underfilling appointment of a person who does not fully meet all such requirements but is capable of acquiring them.
- (b) All appointments to teaching posts in maintained schools are subject to the Public Service Commission Regulations, 1968, and the Public Service (Delegation of Powers) Regulations 1979. The appointment authority for teaching posts up to the rank of Deputy Principal is the Permanent Secretary, Ministry Education and Development. For posts of Deputy Principal and Principal, the appointment authority is the Public Service Commission itself.
- (c) All applications for teaching posts at aided school should be made to the Board of Governors at the respective school. A copy of the application form should be sent to the Senior Manager – Human Resources.
- (d) The Public Service Commission Regulations provide that for appointments to any public service post, holders of Bermudian status who are fit to be appointed will be preferred over non-Bermudians who are so fit.
- (e) Prior to a person being offered or accepting an appointment or engagement in the public service, he must satisfy the Chief Medical Officer as to his good health. The person's admission to Government Superannuation and Employees Health Insurance schemes will be conditional upon a satisfactory medical report.

4.2 New Appointments (Local)

- (a) All vacancies for teaching posts will be advertised through the local media, once school Principals have identified those vacancies that will exist in each school. This exercise is coordinated by the Senior Manager – Human Resources.
- (b) All applications for a particular school are considered by the Principal who will submit his recommendations for appointment via the Senior Manager – Human Resources

4.3 Probationary Period

In accordance with the Public Service Commission Regulations 1978, on first appointment as a Teacher in Bermuda, an individual will be required to serve a probation period of one year during which time he may be dismissed for unsatisfactory service or inefficiency by the Public Service Commission.

4.4 Induction

- (a) During the first two years of service, a new Teacher will serve an induction period, during which time the Teacher will have a reduced timetable and increased supervision. In addition they will have the assistance of a Mentor. This induction period may be extended to a third year.
- (b) Detailed reports on each inductee will be prepared annually by the Principal. These reports will be submitted to the Chief Education Officer and will include analysis of class management and effectiveness in the teaching / learning situation.
- (c) If at the end of the induction period a Teacher has not reached a level of teaching effectiveness congruent with the role of a teacher in the Bermuda Public School System, his service will be terminated.
- (d) 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.

4.5 New Teacher Appointments from Overseas

- (a) Where it proves necessary to recruit from overseas, because of a shortfall in qualified Bermudian applicants for teaching posts, school Principals will identify those vacancies that need to be filled and Senior Education Officer(s) and the Senior Manager – Human Resources, will coordinate this information in preparing appropriate advertisements.
- (b) When overseas applications have been received, these will be circulated to appropriate Principals who will draw up their shortlists of candidates.
- (c) An interviewing committee, consisting of staff from the Senior Manager – Human Resources team, other selected Senior Officers and a school Principal will interview shortlisted candidates and will make appropriate recommendations via the Senior Manager - Human Resources to the Permanent Secretary.
- (d) All persons employed from overseas will serve a probation period of one year with no possibility of extension.
- (e) Persons employed from overseas must normally have a minimum of three years teaching experience. Their first year of service in the Bermuda Public School System will effectively be an induction period.
- (f) In exceptional circumstances, where the supply of persons to fill a given post is limited, a person with less than three (3) years experience may be employed from overseas. Persons with two years service or less than two years service will have an induction period of two or three years respectively.

4.6 Appointments to Posts of Responsibility

- (a) The Bermuda Union of Teachers shall be consulted on all procedures for appointment to positions of responsibility through the Combined Consultative Committee. The selection of candidates is the responsibility of the Permanent Secretary of Education as delegated under Public Service Commission regulations.

- (b) All posts of responsibility, including scale posts, and posts of Deputy Principal will be advertised in all schools.
- (c) Principals will consider applications for posts of responsibility in their schools, interviewing all internal candidates and other applicant as appropriate and will make appropriate recommendations via the Senior Education Officer, Senior Manager – Human Resources.
- (d) Internal applicants who are unsuccessful in their application for a post of responsibility may seek a meeting with the Senior Manager – Human Resources to discuss ways in which they might better prepare themselves, through training or experience, for future promotion opportunities.
- (e) Candidates who have been unsuccessful in their application for a post of responsibility on a number of occasions may seek a meeting with the Chief Education Officer to discuss ways in which they might better prepare themselves, through training or experience, for future promotion opportunities.

4.7 Letter of Appointment and Contracts

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

- (a) Teachers
 - (i) The letter of appointment or contract is 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 a Teacher, it shall be such as to result in the termination of the service except at the end of the term.
 - (ii) 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 the 15th March.
 - (iii) All Teachers employed from overseas shall have their contract renewed or denied by 1st April.

All locally employed Teachers shall have their contract renewed or denied by 1st June.
 - (iv) All initial appointments will be subject to a probationary period of twelve (12) months. The Permanent Secretary may, on the recommendation of the Chief Education Officer, when this appears desirable to the Principal and an Education Officer appointed to evaluate the Teacher, allow the probationary period to be extended for one further term.

- (b) Deputy Principals, Scale Posts II, III and IV
- (i) Contracts shall terminate at the end of the summer term and be of three (3) year duration.
 - (ii) Contracts may be terminated by either party by notice of not less than three (3) months.
 - (iii) Teachers wishing to renew their contracts shall give notice of their intention not later than the 1st day of October.
 - (iv) Teachers seeking renewal of their contracts shall have their application confirmed or denied not later the 15th January.
 - (v) In all cases where a post becomes vacant during an academic year an acting appointment shall be made from within the particular school.

4.8 Transfer of Teachers

The Ministry of Education and Development recognizes the professional growth and improvement associated with transfers and therefore encourages Teachers to avail themselves of the opportunity to broaden their experiences through transfers to other schools within our system. Transfers should result in a positive experience for both students and Teachers.

It must be noted that the Permanent Secretary reserves the right to place or transfer Teachers according to the needs of the system. Every effort is made, however, to consult with Teachers and Principals in this process.

4.8.1 The Union recognizes the Government's right to administer the educational system and to direct its Teachers. This includes the right to employ those Teachers it considers most suitable to hire, suspend or discharge for just cause. The assignment, reassignment and voluntary transfer of Teachers shall be based upon the following criteria:

4.8.2 Involuntary transfer of Teachers shall be based on the following:

- (i) The involuntary transfer shall normally coincide with the new contract period for scale post.
- (ii) Persons affected would normally have spent at least eight (8) years at any one site before being considered for an involuntary transfer.
- (iii) Consideration will also be given to the number of times a person has been involuntarily transferred and where applicable, the number of years a Teacher has been out of the Bermuda Public School System.
- (iv) Normally, Teachers on review will not be considered for a transfer.

The transfer process shall be completed by 31st May of any given year.

4.8.3 Procedures for Transfers

- (a) Teachers requesting a transfer should submit a letter to the Senior Manager – Human Resources, not later than 15th March for the following September. Copies of the letter should be given to the respective Principals.
- (b) Teachers should indicate the school, the year level and/or subject area to which they wish to transfer. If a Teacher is unsuccessful in securing a place at the school of his/her choice, the Teacher will remain at the school that he or she is working at the time of making the application for a transfer.

Until notified of placement at his/her choice of school (unless system assigned or involuntarily transferred), the Teacher may rescind his/her transfer request.

However, once a transfer decision has been made at the school of his/her choice and the Teacher has been notified of such a placement (whether by direct verbal contact to the Teacher or in writing), the Teacher will not have the right to return to his/her original school.

- (c) Before the final placement is made of Teachers requesting transfers, consultation shall occur among the Teacher, the receiving Principal and Senior Manager – Human Resources of the Ministry of Education and Development.
- (d) Every effort shall be made to complete transfers prior to 31st May preceding the academic year in which the transfer is to be affected. In carrying out transfers, consideration shall be given to:
 - (i) Number of years at present school;
 - (ii) The availability of a comparable post;
 - (iii) The decision of the receiving Principal.

4.9 Acting Appointments

- (a) 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.

If, however, the Principal or Preschool Administrator is on approved leave, the appointee will be compensated from the first day of the acting appointment.

- (b) 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.

- 4.9.1 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.

4.10 Notification of Personal Details

A Teacher shall, as soon as is practical after the event, notify the Chief Education Officer of:

- (a) Any changes in his marital status;
- (b) His success in any course of study relevant to his duties as a teacher;
- (c) Any change of permanent address or telephone number.

4.11 Personnel Files

- (a) A Teacher shall, 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 items addressed to the Teacher or written by the Teacher, evaluations and certificates.
- (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.

4.12 Bermudianization

- (a) The policy of Bermudianization within the public service is enshrined in the Public Service Commission Regulations 1968 which are a statutory instrument made under the Bermuda Constitution Order 1968. These regulations require that an applicant who is fit to be appointed to a public office and who possesses Bermudian status shall be preferred over a non-Bermudian applicant meeting the same criteria. This policy applies to new appointments, promotions and transfers.
- (b) All non-Bermudians employed by Government are required to engage in an initial contract of up to three (3) years and these positions are advertised prior to the end of the contract period with a view to interesting Bermudians in the posts.
- (c) All potential and new non-Bermudian employees are informed of the Bermudianization policy prior to employment.

STAFF TRAINING AND DEVELOPMENT

5.1 General Principles

In order for a Teacher's effectiveness to be maximized, regular and objective evaluation and opportunities for personal professional development are essential.

5.2 Evaluation of Teachers

- (i) Effective Teacher evaluation is separate from, but related to supervision of Teachers. It is an on-going process related to on-the-job performance. It should reflect measurable, observable and definable Teacher behaviours.
- (ii) The primary purpose of Teacher evaluation is to facilitate and improve instruction that enhances student learning. Effective evaluation identifies areas of teaching strength and weakness and provides direction for maintaining and improving teacher skills through professional staff development activities.
- (iii) All monitoring or observations or the work performance of a Teacher shall be conducted openly and documented systematically.
- (iv) Annual written reports on public officers, including teachers, are a requirement under the Public Service Commission Regulations 1968.

5.3 Evaluation of Principals

Principals will be evaluated by the Chief Education Officer and his Senior Education Officers. The ultimate responsibility being retained by the Chief Education Officer.

5.4 Licensing

The concept of licensing should be certainly considered by the Ministry of Education and Development, the Bermuda Union of Teachers and the Association of School Principals with a view to a licensing system being implemented as soon as practicable.

5.5 Training Provisions

Staff Training Days

- (a) All Principals and Teachers have time off with pay during the school year to attend courses and seminars arranged by the Department of Education, in conjunction with the Bermuda Union of Teachers and Association of School Principals, as appropriate for purposes of general staff development.

- (b) School Principals may arrange special workshops or seminars for their staff during the school year for purposes of staff development associated with the objectives of their school at the discretion of the Chief Education Officer
- (c) The Chief Education Officer may, at his discretion, grant the Bermuda Union of Teachers permission to use one or more such days for activities planned by the Union.

5.6 International Leave

Leave may be granted to Teachers to attend an International conference / convention / workshop under the following conditions:

- (a) Preference will be given to Teachers who fill posts of responsibility in the Bermuda Public School System.
- (b) Purpose for attendance must be clearly related to Ministry goals and objectives.
- (c) Complete financing, subject to the availability of funds, will be provided to the teachers so selected.
- (d) Other Teachers, not exceeding the number of those fully funded, may be granted paid leave, without further funding to attend the same conference, etc.
- (e) All Teachers granted paid leave, with or without funding, will be expected to produce a written report to the Chief Education Officer within two weeks of their return.
- (f) Teachers who are fully funded will be expected also to conduct workshops and share ideas informally with colleagues in the system

A Teacher may be granted, at the discretion of the Chief Education Officer, special leave with full pay for the purpose of taking part in international meetings of philanthropic organizations or in sporting events of international significance, or those in which Bermuda is represented. Such leave shall not exceed the number of days required by the actual event and for traveling to and from the place arranged for that event.

5.7 Sabbaticals

In order to ensure a supply of qualified personnel to meet identified needs within the Bermuda Public School System, up to four sabbaticals per year are granted to Teachers under the following terms and conditions:

- (a) Applicants must be Bermudian by birth or status and have served in Bermuda Public School System for a minimum of five academic years at the time of application

- (b) Successful applicants will receive full salary, plus return air travel to their places of study.
- (c) Successful applicants will be expected to continue their customary duties at their respective schools, if they are actually in season, up to the eve of their departure for their respective courses and again after their return from such courses. During their absence Substitute Teachers will be provided.
- (d) Salary re-categorization which may result as a consequence of the acquisition of a further qualification will date from 1st September following the year of study.
- (e) Teachers who are awarded a year of sabbatical leave must sign a bond stating that they will return to the Bermuda Public School System for a minimum of three years. If they do not return for this period, they may be required to repay an appropriate proportion of the salary and other costs associated with their sabbatical leave.

5.8 Short Sabbaticals

Bermudian Teachers with five (5) years of satisfactory teaching experience in Bermuda may be granted up to one month's full pay as one of a maximum of twelve (12) persons who may be granted one month sabbaticals, when they pursue study in approved courses during the month of May and/or June.

5.9 Study Leave

- (a) A Teacher may, with prior approval, be granted one year study leave without pay. During this period of leave Government will continue to pay its superannuation contributions to maintain their pensionable service. Such leave without pay may be further extended with the expressed permission of the Chief Education Officer, if circumstances demand longer study.
- (b) A Teacher willing to go on study leave for self-improvement, that is, when he is not working on a degree course or a course recommended by the Department of Education, will be granted a maximum of two (2) weeks' unpaid leave.

5.10 Leave of Absence

A Bermudian Teacher may be granted leave of absence for one year without pay for personal reasons. Every effort will be made to place the teacher in an appropriate teaching post when he/she confirms in writing to the Senior Manager – Human Resources of his/her intent to return. The Teacher may make up superannuation contributions by paying both portions due. A maximum of six Teachers in any one year may be granted such leave of absence.

5.11 Teacher Exchange Programme

Provided suitable reciprocal arrangements can be made, Teachers are given the opportunity to participate in a one-year exchange programme with the United Kingdom or with the Province of Ontario in Canada.

Applications are invited from any Teacher who is Bermudian by birth or status, and who has served in the Bermuda Public School System for a minimum of five years at the time of application.

Successful applicants will receive their full salary, which will be paid as if the participant in the programme were a Teacher in Bermuda. Return air travel will be provided.

Application forms are available at the Ministry of Education and Development and Teachers interested in participating in the programme should submit their application to the Senior Manager – Human Resources, The Ministry of Education and Development, P.O. Box HM 1185, Hamilton, HM EX Bermuda.

THE WORKING WEEK/YEAR

6.1.1 School Hours

The school day is defined in Education Rules 1974.

Unless otherwise sanctioned by the Chief Education Officer, school hours shall be: -

- (a) In the case of Preschools 8:30 am until 3 pm.
- (b) In the case of Primary schools classes P1 and P2, from 8:50 a.m. to 3:00 p.m. with a minimum of twenty- two and one half hours instruction each week;
- (c) In the case of Primary schools classes P3 – P6, from 8:50 a.m. to 3:30 p.m., with a minimum of twenty-five hours instruction each week;
- (d) Middle schools – 8:30 a.m. – 3:30 p.m., with a minimum of twenty-six hours instruction each week;
- (e) In the case of Senior schools, a minimum of twenty-seven and one half hours instruction each week, the school day to commence not earlier than 8:30 a.m. nor later than 8:45 a.m. and not to end before 3:30 p.m.

6.1.2 Hours of instruction will be inclusive of assembly and movement between classes and in all cases, for any extended period of time that the Principal may consider reasonable for the pursuit of games and other structured activities. Part 3 subsection 14:2

6.1.3 Organized interschool games may not commence before the beginning of the last period of the afternoon session, but school teams having to travel for matches against other schools may be permitted to leave at such time as is decided by the Principal.

6.2 Teacher's Hours

- (a) It is recognized that a Teachers' 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.
- (b) A Teacher who finds that their duties and responsibilities take up more time than 35 hours per week on average has the right to approach their Principal to discuss their workload and their timetable, and to agree on actions to ensure that this working week when averaged over a period of time is not exceeded.
- (c) The normal weekly time for a Teacher to be on duty in the classroom, or on specified duties allocated by the school Principal, other than pre-school activities, shall not exceed twenty-five (25) hours.

- (d) A minimum of 200 minutes of preparation time should be allocated at the primary level with full implementation in September 2005 in order to give time to establish the staffing implications for some schools; however all schools to put forward timetables that attempt to reach that objective for September 2004. Where it is not possible, to identify staffing required to reach that objective when they submit timetables. The 30 minutes at the end of the school day can be assigned as preparation time for years one and two.

Middle schools allocation of preparation period will have a minimum of six personal periods and four team periods effective September 2004. Any periods over and above the minimum may be used by the administration for other purposes if the need arises.

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.

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.

- (e) At the Middle School level, team planning is not considered part of the 25 hours as defined in category (c) of this section.
- (f) Except under extenuating circumstances, Teachers in primary, middle and senior schools shall be scheduled for a minimum of four (4) and whenever possible more than four (4) duty-free lunch periods, each at a minimum forty-five (45) minutes, per five (5) working days. A Teacher on lunch duty will be allowed a minimum of thirty minutes non-supervisory time immediately before, during or immediately after the official lunch break. This period will not count against his/her preparation and marking period entitlement.
- (g) Every effort should be made, subject to the exigencies of the service, to provide every preschool Teacher with forty-five (45) minutes each day when they are not in contact with pupils.
- (h) Teachers must not leave the school premises during non-assigned (preparation and marking periods) without the permission and knowledge of the Principal.

6.3 The School Year for Teachers

- (a) The school year for Teachers shall be two hundred (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.
- (b) Fixed half-term holidays, amounting to a total of five (5) days in a school year, will be stipulated by the Chief Education Officer.
- (c) All Teachers will have not less than two (2) full days to prepare their classrooms prior to the arrival of students for the Fall term. The remaining days will be used for workshops or meetings arranged by the Principal.

6.4 Overtime

Teachers at the Primary, Middle and Senior level who engage, at the request of the Principal and subject to the prior written approval of the Chief Education Officer, in instruction on a regular basis through out the school year, after 4:00 p.m. shall receive overtime pay at the rate of \$48.10 per hour [2003], \$50.65 [2004], provided that they are not already receiving a scale post in respect of such instruction.

6.5 Honoraria

Curriculum Development

- (a) The Department of Education will determine the most appropriate way to involve Teachers in curriculum development and assessment procedures.
- (b) The rate for marking examination scripts after regular school hours shall equate to the overtime rate as outlined in the current Collective Agreement between the Bermuda Government and the Bermuda Union of Teachers.

6.6 Honoraria for Extra-Curricular Activities

Extra-Curricular activities are defined as activities “outside of the scope of the regular curriculum,” thus it excludes tutoring, extra classes or activities directly concerned with subjects in the school curriculum. Should additional academic course work be required it may be appropriate to examine clause 6.4 in the Policy and Procedures Manual for Teaching Staff “Overtime.”

- (a) Extra-Curricular activities are those school activities carried out beyond the end of the normal school day or on weekends or holidays. With the normal average school week defined as a notional 35 hours then such activities would be deemed to be outside of those hours and thus deserving of some remuneration.
- (b) There are three categories of extra-curricular activity:
 - (i) Activities directed towards major interschool sports competitions or towards school productions or projects of a major scale. Such activities would require the teacher commit in excess of thirty (30) hours contact time with a minimum of fifteen (15) students to the activity after regular school hours.
 - (ii) Activities directed towards individual or group performance in other sports, the visual or performing arts and personal development activities. Such activities will require the Teacher to commit in excess of twenty (20) hours contact with a minimum of fifteen (15) students.
 - * Note that personal development activities may be in either category (ii) or category (iii) depending on the size of the group. The activities might include Duke of Edinburgh Award Scheme, Debating Clubs, Environmental Club, Project Rides, etc.
 - (iii) Leisure activities. Such activities will require the Teacher to commit in excess of fifteen (15) hours contact time with a minimum of ten (10) students. The precise hours required for each activity cannot be defined and may depend on the individual Teacher.

- (c) The job description for a post of responsibility may not specify more than one extra-curricular activity per term as a requirement for the post.
- (d) Post holders may not accrue more than one additional honorarium per term.
- (e) No Teacher may accrue more than two positions with honorarium at the same time.
- (f) The honoraria are in payment for all aspect of the particular activity and are not tied to the number of additional contact hours involved, except the minimum specified.
- (g) Honoraria may be withdrawn at any time should the school Principal or the Chief Education Officer be dissatisfied with the size, scope or conduct of the activity.
- (h) Principals must apply in advance for approval and allocation of funds up to a predetermined maximum for the size and type of school involved.

6.6.1 Classes/Schedule of Payment of Honorarium

Payment of Honorarium for structured activities shall be as follows:

	2005/2006
Type (i) – 30 hours minimum with minimum of 15 students	\$887.33
Type (ii) – 20 hours minimum with minimum of 15 students	\$596.36
Type (iii) – 15 hours minimum with minimum of 10 students	\$435.33

Honorarium Allowances

	2005/2006
Each one form entry primary school will have an allocation per year of	\$3,300.00
Each two form entry primary school will have an allocation per year of	\$6,200.00
Each middle school will have an allocation per year of	\$13,300.00
The Berkeley Institute will have an allocation per year of	\$19,800.00
CedarBridge Academy will have an allocation per year of	\$35,200.00

LEAVE

7.1.1 Sick Leave

A Teacher who is absent through illness during the term time may be required to forward a medical certificate to the Principal, who shall, in turn, forward it to the Chief Education Officer.

If any such Teacher 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 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	6 weeks
More that four years	14 weeks

The Chief Education Officer has the discretionary power to extend sick leave in cases of serious incapacity.

A Teacher may utilize up to a maximum of six (6) 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 (2) days.

Sick leave for more than two (2) consecutive days may only be granted on the production of a medical certificate. No Teacher shall be granted more than an aggregate of eight (8) days uncertified full pay sick leave in any period of an academic year. Principals shall notify the Chief Education Officer of the eighth uncertified absence of a Teacher as it occurs. For the purpose of this Regulation 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.

7.1.2 Any Teacher who is prevented from attending his/her place of employment because of contact with infectious disease (such disease being a notifiable disease under the Public Health Act 1949) shall notify the Principal and seek advice from a Government Medical Officer or registered medical practitioner. In the case of contact with other infectious or contagious diseases a Teacher should not stay away from duty if he/she feels well but should report the fact of contact to the Principal.

For list of notifiable diseases see Appendix II.

- 7.1.3 A Teacher shall report to the Principal all accidents arising out of, or in the course of, his/her duty, and any attack of a prescribed disease due to the nature of his/her employment, whether or not such accident or attack involves absence from duty by the Teacher concerned. Each Principal shall maintain a record of the place, occasion and circumstances of every accident and attack of prescribed disease, and he/she shall investigate every such accident and attack. A copy of any such record and report of the investigation shall be forwarded to the Chief Education Officer immediately following the date of the occurrence. Records shall be retained for at least three years from the date of the occurrence.
- 7.1.4 On his/her returning to duty, a Teacher shall submit a medical certificate of fitness, if so required by the Principal
- 7.1.5 Provided satisfactory evidence of incapacity of a Teacher or evidence of the need for absence of a Teacher is provided in accordance with this manual, the leave authority shall grant sick leave to that Teacher.
- 7.1.6 Entitlement to full pay sick leave in respect of any period of absence due to illness shall be ascertained by deducting for the period of sick leave to which the Teacher is entitled on the first day of his/her absence the aggregate of the periods of absence due to illness during the same academic year. In aggregating the periods of absence no account shall be taken of any unpaid absence on sick leave.
- 7.1.7 Where a public holiday occurs during the absence of a Teacher on full paid sick leave, the public holiday shall not reckon against his/her entitlement.
- 7.1.8 A Teacher who is absent due to injury sustained in the actual discharge of his/her duty and without his/her own default, or who is necessarily absent because of a contact with infectious disease (such disease being a notifiable disease under The Public Health Act 1949), shall be entitled to full pay sick leave up to the maximum of his/her entitlement but such leave shall not be reckoned against his/her entitlement to future full pay sick leave.
- 7.1.9 Full pay sick leave shall not be granted in a case of injury or illness which, in the opinion of the Chief Education Officer, based upon medical evidence, the absence arises from or is attributable to a Teacher's own misconduct. Such absences shall be regarded as leave without pay.
- 7.1.10 Full pay sick leave shall not be granted to a Teacher who suffers injury in circumstances where compensation for loss of earnings or permanent disability (as distinct from the compensation for pain and inconvenience) may be receivable from a third party. In this event the Teacher shall be required to include a claim for loss of earnings, equal to the gross salary, which he/she would have been paid if not injured. In any claim for damages he/she makes; and he/she shall be advanced pay equivalent to that he/she would have received had full sick pay leave been granted according to his/her entitlement, on condition of his/her giving and undertaking in the form below. Any period of absence in such a case where a refund or moneys advanced is made in full shall not reckon against entitlement to full pay sick leave. Where, however, the refund is made in part only, the Secretary of the Cabinet at his/her discretion decides to what extent, if any, the period of absence shall reckon against such entitlement.

FORM OF UNDERTAKING BY A PRINCIPAL INJURED DUE TO THE NEGLIGENCE
OF A THIRD PARTY

IN CONSIDERATION OF The Bermuda Government of advancing to me sums, in accordance with Gen. Orders for Teachers, during my absence from duty due to an accident in which I was involved on the day of 20 .

I hereby UNDERTAKE to refund to the said Government of Bermuda any sums so advanced, less such part of that amount as is proportionate to any contributory negligence or fault on my part, or, if my claim is settled by a lump sum in which no specific amount is identifiable as loss of earnings, to refund the advance to the same extent as my total claim is successful, or such other amount as is, in the opinion of the Secretary of the Cabinet, fair and reasonable.

Signed

Address

.....

Witness

Date

7.1.11 Part-time Teachers shall be granted full-pay sick leave provided in 7.1.1.

7.1.12 The Chief Medical Officer shall provide occupational medical supervision and advice in relation to all Teacher employments, and the Chief Education Officer shall consult the Chief Medical Officer about any officer in respect of whom:

- (i) An unusual amount of illness has occurred during a probationary period;
- (ii) Sick leave of 30 days or more has been granted in any 12 months, or 20 days or more has been granted in each of two consecutive academic years;
- (iii) A medical certificate specifying pulmonary tuberculosis has been issued;
- (iv) Malingering is suspected

7.2 Maternity Leave

A Teacher shall receive thirteen (13) weeks paid maternity leave, and upon request, have the option of taking two (2) weeks unpaid leave.

Approved maternity leave shall be paid at the recipient's normal rate of pay.

- (a) Any Teacher shall give the Principal, who in turn advise the Senior Manager – Human Resources five (5) months previous notification of the date of her delivery and such notification shall be supported by a medical certificate.

- (b) (i) Any such Teacher shall normally be required not to continue teaching in any school during the period of two (2) months preceding the date specified in the above-mentioned notification.
- (ii) The Teacher may be allowed to teach up to one (1) month preceding the anticipated date of confinement provided that:
- A formal application from the Teacher is supported by a Physician, the Principal and the Senior Manager of Human Resources.
 - The Teacher signs a formal declaration absolving the Ministry from any liability during the extended period.
- (c) That period of maternity leave, which is unpaid, shall be deemed part of a Teacher's contracted service.
- (d) No maternity leave on full pay shall be granted unless a Teacher has completed at least twelve (12) months continuous service immediately prior to the leave. However, Teachers having previous continuous service of not less than five (5) years will qualify for maternity leave, upon reappointment, after six (6) months continuous service immediately prior to the leave.
- (e) Payments by the Government during the period of maternity leave shall be made on the understanding that the Teachers concerned will return to duty for a period of at least three (3) months. A Teacher who does not return within a six (6) month period to re-employment, shall lose the right to re-employment and shall refund the monies paid to her by Government.
- (f) Maternity leave shall not be treated as sick leave.
- (g) 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.
- (h) 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 two hundred (200) days.
- (i) No school vacation shall be deemed as part of maternity leave.

7.3 Paternity Leave

A Teacher will be granted five (5) days paid paternity leave within an academic year.

7.4 Retirement Leave

On retirement from service on the grounds of age a Principal or Teacher shall be granted, on application to the Senior Manager of Human Resources, special full pay retirement leave according to his total service as set out below:

<u>Years of Service Completed before Retirement Date</u>	<u>Retirement Leave (Days)</u>
Less than 10	Nil
10 – 14	20
15 – 19	30
20 – 24	40
25 – 29	50
30 & over	60

Such leave may not result in the termination of service except at the end of the Christmas term or Summer term.

Such leave shall be subject to the exigencies of the service and where leave is not granted a payment in lieu of special full pay retirement leave shall be made effective at the last day of service.

A Principal or Teacher retiring on December 31st or August 31st following their 60th birthday will be entitled to the appropriate period of retirement leave.

However, where an individual's 60th birthday falls after December 31st or August 31st but within the period of retirement leave to which they are entitled, they may request or be required to go on retirement leave from December 31st or August 31st until their 60th birthday/date of retirement. In such circumstances, any balance of leave outstanding will be paid to the individual as a lump sum payment on retirement.

Example: Teacher has 12 years services at 60th birthday, which is 18th September. He is therefore eligible for 20 days retirement leave. He may choose to cease work on 31st August but retire on 18th September. In such circumstances, he will have used up 12 days of his retirement leave and the remaining 8 days will be paid as a lump sum payment. By agreement with the Chief Education Officer, that same teacher may work until 31st December following his 60th birthday. In these circumstances he will receive on December 31st the equivalent of 20 days pay.

See also 15.4

7.5 Special Leave

- (a) Teachers will be granted leave with full pay for the purpose of attending training camps with the Bermuda Regiment and for the purpose of full-time training with the Bermuda Reserve Constabulary and the Fire Brigades where such camps fall within term-time. During these training periods, Teachers shall be paid not less than the difference between their normal salary and the amount of pay for such training on a pro-rata basis to their normal duty hours.

- (b) Teachers summoned to serve on a jury or to attend court, as a witness during term-time will be granted special leave with full pay. Teachers shall apply to the Secretary to the Cabinet, via the Permanent Secretary, for exemption for jury service only where such exemption is essential to the teaching service.
- (c) Teachers who marry during the term-time may be granted two days leave with pay and up to three additional days without pay at the discretion of the Chief Education Officer.
- (d) The primary caregiver will be granted up to four weeks paid leave where they adopt a child. Such leave begins the day the child is taken home by the parent. The secondary caregiver may be granted leave under equivalent terms to the paternity leave provisions.
- (e) A Teacher will be allowed three days paid leave to attend his/her own convocation.
- (f) A Teacher will be allowed up to three days paid leave to attend the overseas graduation of his/her child, provided that the Teacher has ten (10) years of continuous service.
- (g) A Teacher may be allowed three (3) days leave with pay during the month of September, prior to the arrival of students, to accompany his/her child to school abroad, provided that the Teacher, in consultation with the his/her Principal, makes necessary arrangements to prepare his/her classroom for the start of the school year.
- (h) Teachers who have served in the Bermuda Public School System for a minimum of fifteen years may be allowed up to thirty days (one calendar month) without pay to be taken at one time for personal business at the discretion of the Chief Education Officer. A portion of this leave may coincide with the beginning of the school year.
- (i) Leave without pay of up to three (3) days per year may be granted for the celebration of holy days not recognized in the current school calendar at the discretion of the Chief Education Officer. Teachers are required to provide evidence of membership of the religious faith and a statement from the religious organization confirming that the date required is a formal holy day.
- (j) A Teacher may be granted, at the discretion of the Chief Education Officer, special leave with full pay for the purpose of taking part in International meetings of recognized philanthropic organization or in sporting events of international significance, or those in which Bermuda is represented. Such leave shall not exceed the number of days required for the actual event and for traveling to and from the place arranged for that event.

7.6 Examination Leave

- (1) A Teacher sitting examinations for courses of study approved in advance by the Ministry of Education and Development shall be granted leave with pay to complete those examinations.
- (2) A Teacher may be granted leave without pay when sitting examinations for courses not specifically approved in advance by the Ministry of Education and Development.

7.7 Personal Leave

- (a) Teachers should endeavor 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.

If this is not possible and time off for such reasons is required during working hours, the Teacher must give as much advance notice as possible to his/her Principal. The Principal will make every reasonable effort to permit the Teacher to attend such appointments without loss of pay. The Principal may require the officer to furnish evidence in support of such a request.

- (b) A Teacher will be allowed up to a maximum of seven (7) days leave per year for unspecified urgent personal business: three (3) days without pay and paid days according to the schedule below:

1 – 9 years of service	1 Paid Day
10 – 14 years of service	2 Paid Days
15 – 20 years of service	3 Paid Days
20 + years of service	4 Paid Days

- (c) 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.
- (d) The Permanent Secretary may, in his/her discretion, extend the period of unpaid leave.
- (e) The Chief Education Officer has the discretion to grant special leave to Principals and teachers to meet special circumstances. Such leave may be with or without pay. Leave granted under this clause shall not be deemed to set precedents.

7.8 Compassionate Leave

Upon receipt of request, 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 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.

7.9 Unauthorized Leave

- (a) 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.
- (b) A Teacher who absents themselves from duty without permission or without reasonable cause renders them liable to be dismissed. The onus will rest on him to show that the circumstances do not justify such action being taken. Where a Teacher is absent from duty without leave or reasonable excuse for a period exceeding five working days and cannot be traced within a period of ten working days of commencement of such leave within five working days after the dispatch of the charge to him/her, he/she shall be dismissed.

7.10 Deferred Leave

- (a) A Teacher who has served in the capacity of Teacher in the Bermuda Public School System for a minimum of three years is eligible to apply for the scheme. One Teacher will be allowed to start the scheme per year.

Applications must be submitted to the Senior Manager – Human Resources, by 31st October each year.

The successful applicant will be advised of his or her admission to the scheme not later than 30th November. Admission will become effective the following September.

(b) Procedures

- (1) Interested persons make application on the form provided by the Senior Manager – Human Resources on or before 31st October.
- (2) Persons approved by the Chief Education Officer for participation in the Deferred Salary Leave Scheme (DSLS) work for 4 years at 80% salary.
- (3) Year 5 in the cycle is the year of the leave. During this period, persons also receive 80% salary.
- (4) Prior to 31st December of year 5, persons must confirm in writing to the Senior Manager – Human Resources their intent to return to their substantive post the following September.

(c) Salary structure:

Year 1	work at 80% normal salary
Year 2	work at 80% normal salary
Year 3	work at 80% normal salary
Year 4	work at 80% normal salary
Year 5	on leave at 80% normal salary

(d) Pension/Health Insurance

- (1) Persons involved in the DSLS are responsible for paying the full contribution required for Health Insurance during year 5.
- (2) In order to conform to the regulations of the Superannuation Act, persons who are involved in the DSLS are not permitted to engage in full-time employment for Government or any other employer, including self, during year 5.
- (3) The 20% of salary in years 1 to 4 will be invested and utilized to pay the pension in year 5 together with the resultant effect of pay awards. Should these monies be insufficient, then the Ministry of Education and Development will meet any shortfall.

- (e) A Teacher who is involved in the DSLS and who must retire on medical grounds prior to the end of year 5 will receive a full pension based on 100% salary.

The family of a Teacher who is involved in the DSLS and who dies before completing year 5 shall be entitled to compensation equivalent to 100% of the Teacher's salary.

During year 5, a person designated by the Ministry shall act for a period of 1 year in the absence of the substantive post-holder, and shall be paid the rate of the post-holder.

A teacher who does not return to fulltime employment in his/her substantive post after year 5 shall be required to repay Government for those contributions to the Pension Plan which Government has made on Teacher's behalf during year 5.

If a Teacher has a break in service during years 1 to 4 then the agreement for deferred salary leave for that individual will be deemed to have been voided and all monies due to the individual will be repaid.

- N.B. Study leave and leave of absence are to be found in Chapter 5 – Staff Training and Development.

SALARY AND DEDUCTIONS

8.1 Scale of Salaries for Teachers

Shall be as laid out in current Collective Agreement between the Bermuda Government and the Bermuda Union of Teachers.

8.2 Procedures for Payment

- (a) Annual salaries shall be paid in twelve equal monthly installments in arrear. Salaries shall be paid on the last working day of every calendar month in respect of the period up to and including that day.
- (b) The total emoluments of Teachers may not exceed the maximum of the particular category.
- (c) Teachers will receive a statement of pay on a monthly basis. A statement of annual salary shall be given to each Teacher no later than November of each year.

8.3 Prorated Pay

Teachers 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 seasonal basis of two hundred (200) teaching days (less employees' contribution to Government Employees Health Insurance, Contributory Pension, Payroll Tax, Union dues or charitable contribution over the whole of the period concerned), prorated as follows:

$$\frac{\text{No. of Teaching Days} \times \text{entitled salary}}{(200)}$$

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).

8.4 Increments

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

8.4.1 Increments for Previous Service

- (a) 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.
- (b) Service as a Temporary or 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 (2) years of service.
- (c) The total emoluments of Teachers may not exceed the maximum of the particular category, save for those Teachers in Scale I who were eligible for merit awards on 8th July, 1980.
- (d) Incremental credit will be allowed for any period of paid or unpaid study leave.

Recognized teaching service means service as a qualified Teacher in schools administrated 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 the Science “list of Independent Schools in England and Wales Recognized as Efficient...”.

8.5 Long Service Award

Teachers shall receive an award after fifteen (15) years of service with a further award at each five-year interval following fifteen years service.

These awards shall be the equivalent of one increment and shall be made on a “once-only basis”

Only permanent members of staff are eligible for long service awards.

8.6 Superannuation

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

- (a) Pension Scheme in contributory.
- (b) The minimum age for voluntary retirement is sixty (60) years.
- (c) An Employee may retire before sixty (60) years of age on medical grounds subject to the findings of a Medical Board.
- (d) The mandatory age for retirement of Employees is sixty-five (65).
- (e) An Employee shall serve not less than eight (8) continuous years with the Government of Bermuda to qualify for the payment of a pension.
- (f) The maximum service to be allowed to count for the purpose of pension computation shall be forty (40) years.
- (g) Pensions shall be computed as follows:

Service	Percentage of Annual Wages Payable as a Pension
----------------	--

- | | | |
|-------|---|------|
| (i) | Per year of service | 1.5% |
| (ii) | At minimum qualifying period (8 years) | 12% |
| (iii) | At maximum qualifying period (40 years) | 60% |
- (h) For the purposes of computation the average basic salary or wage on date of retirement shall be the basis for calculation.
- (i) Pensions will be reviewed at regular intervals of two (2) years in accordance with The Pensions (Increase) Act, 1972.

8.7 Government Employees Health Insurance

The object of health insurance is to help each other in covering the risk of payment for unavoidable or unexpected illness or physical injury. All health policies, by law, must include “standard hospital benefits”. Your scheme includes additional benefits such as doctor’s fees, surgeon’s fees, anesthetist’s fees, prescription drugs, etc.

All contributors should know the benefits that are due to them, and the application of those benefits. If there is any doubt on the application of those benefits. If there is any doubt on the eligibility or validity of a claim, in the first instance, the Government Employees Health Insurance Management Committee decides.

Not all illnesses and their treatment are fully covered. Make sure that you know your personal liability. The amounts that may be recovered from the G.E.H.I. scheme are clearly defined. If In any doubt contact the G.E.H.I. office for full information and assistance. Special regulations apply to treatment overseas. Make sure you know what benefits are payable under the scheme BEFORE you commit yourself to expensive overseas medical care.

8.8 Union Dues

(a) Membership Dues

Individuals employed under this Collective Agreement who are members of the Union shall have 1% of their annual gross salary deducted monthly on a one-twelfth (1/12) basis as dues to Union.

b) Agency Fee Provision

Individuals employed under this Collective Agreement who are not members of the Union may pay to the Union an agency fee equal to and deducted in the same manner as membership dues.

c) Contributions to Charity

An individual employed under this Collective Agreement who objects both to being a member of the Union and to paying contributions to the Union in lieu of membership may inform his employer that, instead of paying such contributions, he/she elects to pay equivalent contributions to a charity selected by him/her.

8.9 Deduction from Salaries

Deductions from salary shall be made at the appropriate rate to provide for the following:

- (a) Contributions under the Public Service Superannuation Act, 1981;
- (b) Contributions to Government Employees Health Insurance fund;
- (c) Contributions under any garnishee order;
- (d) Rents for official quarters or housing accommodation provided;
- (e) Membership subscriptions to trade unions or staff associations where the principle, rate, and circumstances of such deductions have been agreed between the Bermuda Government and the Union or staff association concerned; and where the Teacher concerned has agreed in writing to the deductions being made or stated his/her option to make an equivalent donation to a charitable organization;
- (f) Deductions under General Order 755;
- (g) Deductions under General Order 1321;
- (h) Payroll Tax;
- (i) Any other statutory deductions that Government may decide from time to time.

TRAVELLING AND SUBSISTENCE

9.1 General

- (a) Nothing in these Orders shall give any Teacher a right to free passages, passage grants or other privileges.
- (b) Except as otherwise provided in these orders, traveling and subsistence allowances shall be granted only to the extent required to reimburse candidates for the public service and Teachers for expenses actually and necessarily incurred in attending at interviews and examinations for entry to the public service, in traveling in the course of official duty and, in the case of expatriate contract Teachers, in taking up their appointments and in returning to their place of recruitment on the satisfactory completion of their contracts of service. Any candidate for the public service or any Teacher shall not be out-of-pocket as a result of having to travel on official business, and no candidate or any Teacher shall derive any pecuniary benefit therefrom.

9.2 Local Travel on Official Business

- (a) A Teacher who is authorized to use his/her private transportation for official traveling shall be entitled to be paid a mileage allowance at the rate set out in 8.3 the Conditions of Employment & Code of Conduct for every mile necessarily traveled on official business provided that:
 - (i) The journey or class or programme of journeys undertaken shall have been approved beforehand by the head of department;
 - (ii) An allowance shall not be paid for mileage traveled between an officer's home and his/her normal duty station

The current rate of mileage allowance is:

Private car: \$0.97 per mile
 \$0.30 per km

Motorcycle: \$0.30 per mile
 \$0.19 per km

- (b) An allowance additional to that payable General Order 850 shall not be paid in respect of any official passenger carried by an officer using his/her private car on official duty.
- (c) All private vehicles used on official traveling shall be covered by normal comprehensive insurance against damage to or loss of the vehicle, accident to the insured, bodily injury to or death of third parties.
- (b) A Head of Department who proposes to authorize a Teacher to use his/her private car, motorcycle or autocycle on official business shall ask the Teacher to provide written or other documentation confirming that his/her insurance cover such use and if necessary, instruct him/her to ask the insurers to endorse his/her insurance policy as follows:

“Personnel employees by or in any Government Department using their private vehicles on official business may receive a mileage allowance for the journey. When the vehicle is being so used we undertake that, subject otherwise to its terms and conditions, the policy covering the vehicle shall be deemed to include such use, and the receipt of the said allowance shall not be deemed to constitute use for hire or reward”.

- (e) A Teacher who uses his/her private car on official business shall arrange with his/her insurers to indemnify the Crown in the event of a claim being made against the Crown as the insured’s employer to the same extent as the Teacher is insured under the policy, on the understanding that the insurers are allowed to retain control of the claim.
- (f) Teachers in receipt of car mileage allowance shall keep a daily record of their journeys on duty, showing the dates, places visited, and actual mileage. If a Teacher is required to travel to a place of business at the end of the working day returning directly to his/her home then the mileage recorded shall be as at his/her home, deducting the normal duty station to his/her home mileage.
- (g) Heads of Departments shall be responsible for certifying whether claims for car mileage allowances are properly payable and whether the journeys on which they are based were necessarily undertaken in the public interest.
- (h) A Teacher may be required to provide his/her own transportation in order to undertake the duties of the office to which he/she is appointed. A Teacher who is required to use transportation to conduct official business, whether his/her own or an allocated official vehicle, shall be required to hold a valid driver’s license at all times.
- (i) Claims for the reimbursement of expenses necessarily incurred in traveling on official duty by public transport may be approved by the Head of Department concerned at his discretion, provided that no such claim shall be admitted for journeys not approved in advance or for journeys between a Teacher’s home and his/her duty station, and provided that any claim for reimbursement of taxi fares shall be admissible only in exceptional circumstances where the saving of official time is important and not other transport arrangement can be made.
- (j) Claims for payment of local traveling allowance shall be submitted monthly to the Accountant General, within seven days of the end of the month in which the expenditure was incurred, together with a certificate from the Head of Department concerned. Claims not submitted within three months will be disallowed unless there is a valid reason for the delay.

9.3 Overseas Travel on Official Business

- (a) Teachers traveling overseas on official business shall be granted free return economy air passages for the purpose. Such passages shall be by the most economic and direct route available.
- (b) Teachers traveling overseas on official business shall be granted reimbursement of actual costs necessarily incurred in traveling on official business within the country visited if:
 - (i) The Secretary to the Cabinet is satisfied that the subsistence allowances payable under paragraphs 9.4 (a) and (c) are insufficient to cover the costs of traveling; and
 - (ii) The costs incurred are reasonable and are attributable solely to travel by the most economical means available.

9.4 Subsistence

- (a) Subsistence allowances are payable to Teachers normally employed in Bermuda who are required to travel overseas on official business. Subsistence allowances are not an entitlement as of right but are provided and designed to meet additional expenses, other than major traveling expenses which a Teacher is obliged to incur over and above the expenses which he would normally incur in Bermuda. The allowances are designed to cover the cost of local ground transportation. All rates of subsistence allowance are based upon: a single room with private bath or shower, continental breakfast, two course lunch with coffee, three course dinner with coffee, any separate charge for heating or telephone, laundry and dry cleaning, portage, service charge taxes and incidental expenses including gratuities.
- (b) Subject to these Orders Teachers traveling overseas on official business shall be entitled for each day subject to a maximum of 21 days, during which they are absent from Bermuda on official business and to receive subsistence allowance at the rates set out in General Orders 1605. Immediately on return to duty teachers shall make reimbursements to Government of any unused portion of the allowance received.

The current subsistence allowance for Teachers is \$80 Per Diem.

- (c) In exceptional cases where it is known that a Teacher is going to be out-of pocket, consideration may be given to making additional payment in advance above the level of the subsistence allowance due. Any such payment request accepted must provide clear evidence that the subsistence allowance payable is inadequate. Any such payment approved will be made on the basis of an imprest account to the Teacher who will be required to produce documented evidence in support of all payments made immediately on his return to duty and be subject to the reimbursement to Government of any unused portion of the advanced funds.
- (d) If in exceptional circumstances a Teacher is unavoidably put to an expense greater than the amount of subsistence allowance payable under these Orders, he may at the discretion of the Secretary to the Cabinet be reimbursed his actual expenses provided that they are reasonable in the exceptional circumstances
- (e) Teachers attending residential courses of training where accommodation and meals are provided free to the Teachers concerned shall not be entitled to claim the subsistence allowance payable under these Orders but shall be paid pocket money at the rate set out in General Order 1606 for every completed period of 24 hours during which the Teachers are absent from Bermuda for the purpose of attending the training course.

Pocket money is currently \$6.50 Per Diem.

- (f) Teachers attending residential courses of training where accommodation is provided free to Teachers concerned shall be entitled to claim 30% of the subsistence allowance payable under these Orders for every completed period of 24 hours during which the Teachers are absent from Bermuda for the purpose of attending the training course.
- (g) For Teachers attending non-residential courses or on official business in excess of three weeks, allowances payable will be based on the submission of itemized claims for all expenses with adequate funds being provided in advance.

- (h) Any claim submitted immediately upon the return to duty by a Teacher for the reimbursement of actual expenses incurred in accordance with the provisions under paragraph (e) shall exclude the following items which shall not be allowable: early morning tea, afternoon tea, wine with meals, drinks, midmorning coffee, snacks, room service, use of sports facilities, private telephone calls and television.

9.5 Overseas Teachers – Passage and Baggage

- (a) A Teacher recruited from overseas shall, on first appointment, be entitled to receive passages at Government expense from his place of recruitment to Bermuda for himself, his wife and children if they accompany him or follow him within twelve months from his appointment date provided that:
- (i) Passages paid by Government shall not exceed four adult passages in respect of one appointment, except in special cases where Government has agreed to recruit a married Teacher with more than two children;
 - (ii) Passages shall be by air on the most economical and direct flight available and shall include any necessary journey within the country of residence from home to the place of embarkation for Bermuda;
 - (iii) The Teacher shall be required to execute an agreement in the form specified by the Attorney General to refund the cost of the passages in certain contingencies.
- (b) If the Teacher recruited from overseas wishes to travel by means other than air (being the most economical and direct route) then he may request in advance for the equal value of his air passage entitlement to be paid to the relevant travel agent. Such passage and entitlement being strictly in accordance with paragraphs (a) and (e) respectively.
- (c) A Teacher recruited from overseas shall, on first appointment, be entitled to an allowance towards the cost of crating and transporting his baggage and personal effects from his home at the place of recruitment to his place of embarkation for Bermuda, thence to Bermuda, and from the place of disembarkation in Bermuda to his residential accommodation in accordance with the following:

Married Teachers: Cost not to exceed the equivalent current airfreight charge that would normally be levied by the airline for 300 kilos (660 lbs.).

Single Teachers: Cost not to exceed the equivalent current airfreight charge that would normally be levied by the airline for 150 kilos (330 lbs.).

The cost of actual road haulage only of baggage within the weight limits prescribed above may also be claimed and paid in addition to the baggage allowance. The cost of packing, packing materials, insurance, storage, and customs charges will not be included in calculating the amounts payable.

It should be noted that there may be costs which individuals will have to meet themselves.

- (d) Teachers will be required to submit vouchers and receipts in support of claims for the payment of an allowance under General Orders 812 and will be required to execute an agreement in the form specified by the Attorney General to refund such allowance in certain contingencies.
- (e) The provisions under paragraphs (a) to (c) shall apply on first appointment to both non-Bermudian persons recruited from overseas on an employment contract and Bermudian persons domiciled overseas appointed to a permanent office based in Bermuda. In respect of a Bermudian person, the Secretary to the Cabinet may exercise his discretion to approve an additional allowance.
- (f) An overseas contract Teacher who has satisfactorily completed the term of employment required under his contract shall be granted, on the same terms and conditions laid down in the Orders for outward passages, a baggage allowance and free passages to return to his place of recruitment.
- (g) On successfully completing a term of employment and on accepting a further term, the Teacher may, as an alternative to undertaking the actual journey specified under paragraphs (e) and (f) apply for a passage entitlement alternative option. This option provided for the payment to the Teacher of a sum equal to the value of air passages, being the most economical and direct available from Bermuda to the airport nearest to the place of recruitment and then back from that airport to Bermuda.
- (h) Passage and baggage allowance shall be granted under paragraph (f) for the widow/widower and children of an overseas contract Teacher who dies during the course of the teacher's contract of service.
- (i) An overseas contract Teacher whose contract of service is terminated on the grounds of ill-health or urgent private affairs may be granted, at the discretion of the Permanent Secretary, such proportion of his entitlement to baggage allowance and free passages under paragraph (f) as his completed period of service bears to the period of service required under the contract, provided that the Teacher has served for at least one-half of the period of service required under the contract.
- (j) Free passages shall not be allowed under these Orders for the spouses of overseas contract Teachers who have married such officers, or for the children resulting from such marriages, during a term of contract in Government employment.
- (k) An overseas contract Teacher who is granted a second contract of service immediately or shortly after his initial contract has expired shall be granted return passages under paragraph (f) in respect of the first contract, and outward and return passages under paragraphs (a) and (f) in respect of the second contract. In these circumstances, a baggage allowance shall not be payable under paragraph (c) in respect of the return passage under the second contract. Free passages will be granted, subject to the limits prescribed in paragraphs (a) and (f), in respect of both first contract return and second contract outward and return passages, for the spouse and children. A similar entitlement shall be provided in respect of a third or subsequent contract.

9.6 Housing

The following Orders deal with the assistance afforded to overseas Contract Teachers in finding housing accommodation and in meeting their initial expenses.

- (a) Except as specifically provided elsewhere in these Orders, no Teacher is entitled as of right to be provided with residential accommodation
- (b) The Permanent Secretary, Works and Engineering and/or the Chief Education Officer as far as possible assist Contract Teachers to find suitable residential accommodation for themselves and their families. The provision of housing assistance shall be at the discretion of the Permanent Secretary, Works and Engineering.
- (c) The Chief Education Officer shall be responsible for informing the Permanent Secretary, Works and Engineering as early as possible of the date of arrival of such a Teacher of his post, and for giving details of his family and accommodation needs.
- (d) In assisting Contract Teachers the Permanent Secretary, Works and Engineering may, depending on the availability of suitable accommodation, allocate to these teachers:
 - (i) Furnished or unfurnished Government housing; or
 - (ii) Private housing of which the Government has secured tenancy.
- (e) The director of Public Works may make such payment as deposit or initial payment of rent as may be required to secure private housing accommodation for Contract Teachers.
- (f) Maximum monthly rentals against which subsidies are payable will be set from time to time by the Cabinet. Contract teachers may move into properties at a rental higher than that set for subsidy purposes provided that they pay the full amount of the excess rental and, if they are occupying a subsidized property, the lease can be absorbed or terminated and they give a month's notice to move.
- (g) Subject to 9.6 (f) in any case where the rent of accommodation secured for a Contract Teacher is more than 25% of his salary, the payment of such rent by the Permanent Secretary, Work and Engineering shall be subject to the approval of the Minister of Finance.
- (h) On a Teacher entering into occupation of any dwelling leased by the Government, he shall sign an agreement with the Permanent Secretary, Works and Engineering accepting all tenant's responsibilities as may be defined in a lease for the property or where no lease exists as are usual under common real estate law provisions as pertain in Bermuda. The Permanent Secretary Works and Engineering is deemed to have a lien on the Teacher's salary or emoluments to the extent of any breakages or damages resultant from Teacher's occupation of the dwelling and any consequential costs may be retained from a Teacher's salary or emoluments.

- (i) A Contract Teacher occupying accommodation under the provisions contained in 9.6 (g) and 9.6 (h) shall make all reasonable efforts to obtain suitable alternative accommodation at a rent which does not exceed 25% of his salary. The maximum rental ceiling as set from time to time by the Cabinet is not an entitlement as of right but is at the discretion of the Permanent Secretary, Works and Engineering and he may withhold the subsidy if a teacher refuses to accept appropriate accommodation at a more reasonable rental.
- (j) The provisions applicable in 9.6 (g) and 9.6 (h) shall be operative on first appointment and continue in effect throughout the period of the Teacher's employment.
- (k) A Contract Teacher occupying accommodations under the provisions contained in 9.6 (g) and 9.6 (h) shall be required to provide the Permanent Secretary, Works and Engineering with all required information regarding employment, family circumstances, accommodation, shared occupation and any other matter relevant to the provision of housing assistance by the Government. Any Teacher failing to provide such information shall be taken into account by the Permanent Secretary, Works and Engineering in the exercise of his discretion under 9.6(a).

PRIVATE PROPERTY

10.1 General

Money or other personal property found on official premises whether by a Teacher or a pupil shall be handed to the Principal concerned, who shall endeavor to trace the owner and return the money or property to him/her. If the owner cannot be traced, the money or other personal property shall be passed on to the Accountant General for credit to Government revenue in all cases where the money or property was found on official premises by a Teacher on duty or on premises not used but members of the public. In other cases where the owner cannot be traced, the money or property shall be handed to the finder.

10.2 No Government Liability

In general, the Government has no legal liability to compensate Teachers for loss or damage to the personal property: as a rule there is no liability on the Government to prevent theft of a Teacher's property or in respect of defective furniture or locks if the defect is known to the Teacher or obvious to him/her when exercising reasonable care. Teachers therefore introduce their personal property on to official premises at their own risk. A Teacher shall not be entitled to claim compensation in respect of losses, or of damage to private property incurred through fire, theft, riot, or otherwise, in the course of his/her service but in special circumstances a grant of compensation may be made as an act of grace.

10.3 Compensation

- (a) Compensation for loss or damage to a Teacher's private property arising through exceptional circumstances will be considered on the merits on each case by the Secretary to the Cabinet following a recommendation from the Permanent Secretary, but even if compensation is approved it will, as a rule, be given only in respect of such articles actually and conventionally necessary at the place of the loss or damage when occurred, and the amount of the grant in the case of loss will, as a rule, be limited to two-thirds of the replacement value of the articles immediately before the loss or damage.
- (b) Compensation shall not be granted in respect of loss or damage to a Teacher's private property which, in the opinion of the Secretary to the Cabinet following a recommendation from the Permanent Secretary, was due to negligence for which was, or could reasonably have been, covered by insurance or by provision for free replacement.
- (c) Government will award compensation for damage in the motor vehicle of a Teacher, which is damaged, whilst being used with authority for official duties, as the direct result of civil disturbances.

- (d) In order for any claim for compensation to be considered by the Secretary to the Cabinet, the Permanent Secretary:
- (i) Must certify either from corroborative evidence or personal knowledge that he is satisfied that the loss or damage occurred in the execution of duty by the Teacher concerned;
 - (ii) Must certify that reasonable precautions were taken by the Teacher concerned to avoid such loss or damage;
 - (iii) Must, in the case of damaged article which shall be produced by the Teacher suffering the damage, inspect the article;
 - (iv) Must certify in each case that repair or replacement of the article is necessary and that the amount claimed is a fair calculation of the cost necessary either to repair the damage or to replace the article.

HEALTH AND SAFETY

HEALTH & SAFETY AT WORK ACT 1982

Introduction

The Health and Safety at Work Act 1982 makes it a duty for the employer to protect, “so far as is reasonably practicable”, the health, safety and welfare at work of all his employees, and to “conduct his undertaking in such a way as to ensure, so far as is reasonable practicable that persons not in his employment who may be affected thereby are not exposed to risks to their health and safety”. In schools the obligations laid out in the Act extend to pupils who are “persons other than employees who may be affected”. The standard of protection of the pupils should not be less than those prescribed for employees, and due to the immaturity of young people additional safeguards may be required.

11.1 Health and Safety Policy

The Government of Bermuda, the Bermuda Union of Teachers and the Association of School Principals are committed to the achievement and maintenance of the highest standards of safety. Therefore the policy of Government is to provide and maintain, in compliance with the Health and Safety at Work Act 1982, working conditions that are safe and without risks to health to all employees.

- (i) The Permanent Secretary is responsible for effectively implementing and maintaining this Health and Safety Policy and for ensuring the health and safety of every staff member in their Ministry or Department. This responsibility includes causing all staff to be trained in safety procedures and to faithfully adhere to such procedures. An active interest in safety consciousness at all levels is to be encouraged.
- (ii) It is the duty of all staff to be aware of and to conform to this Health and Safety Policy and the regulations, and to accept and carry out their defined responsibilities. It should be the aim of all staff to make their workplace, as safe as possible and it should be their duty to report any hazards or unsafe practices to their immediate supervisor. It is their responsibility to wear protective clothes and to use safety equipment supplied by Government
- (iii) There is also a joint management and staff responsibility respecting the health and safety of visitors to the islands and members of the public whenever they are in Government offices, vehicles or craft, or on Government premises.

The overall aim of this policy is to maintain the existing good health and safety record of the Government of Bermuda and to improve on it whenever possible.

The Government pledges its support in making every reasonable effort to provide those resources, which may be required to bring about improvement.

The Health and Safety Committees formed at department level, together with two central coordinating committees, each with specific responsibilities for the industrial employment areas and for the Civil Service Officer areas, provide means by which health and safety at work matters can be discussed and appropriate action can be taken. These Committees will be encouraged to make recommendations that will result in the improvement of working conditions, work practices and associated matters.

11.2 Health and Safety Committees

- (a) A health and Safety Committee shall be set up in each Preschool, Primary, Middle, Senior and Special School.
- (b) A committee shall also be set up at any other site where teachers are employed and where there are five or more employees.
- (c) Each committee shall:
 - (i) Have a minimum of two and a maximum of twelve persons of whom at least half shall be persons representing employees other than employees connected with management and either elected by the employees they represent or appointed in accordance with the constitution of the trade union of which the employees are members.
 - (ii) Meet at intervals not exceeding six months.
 - (iii) Keep formal minutes of each meeting.
 - (iv) Investigate all accidents.
 - (v) Make formal recommendations to the employer for the protection of the health and safety of employees.
 - (vi) Keep employees informed on matters of health and safety.
- (d) Members of Committees shall be entitled to:
 - (i) Time from work, with pay, to fulfill his/her duties.
 - (ii) Time from work, with pay, while undergoing any appropriate training.
 - (iii) Be supplied with information relevant to Health and Safety and any particular hazard involved in the place of employment.

For additional information please see:

B.R. 14/84 – HEALTH AND SAFETY AT WORK ACT 1982: Health And Safety Committee Regulations 1984

11.3 First aid

(a) Regulation 22 states:

“An employer shall provide, or ensure that there are provided, such equipment and facilities as are adequate and appropriate in the circumstances for rendering first aid to his employees if they are injured or become ill at work.”

(b) Schools are regarded as medium risk establishments in general, but laboratories, workshops, ceramic studios, gymnasia and home economics kitchens are regarded as high-risk areas.

(c) (i) Each medium risk area shall have one person for every fifty (50) employees, formally trained in rendering first aid, available on the premises during normal working hours. In practice this means that a minimum of two persons should be trained from each school. The standard expected in Bermuda is the basic first-aid course of the St. John’s Ambulance Association, which is valid for three years.

(ii) It is recommended, that all Teachers in high-risk areas have a basic certificate in first aid, with additional training and skills i.e. resuscitation, drowning, electrical shock or major accidents.

(iii) The Principal shall have ensured that Teachers are aware of first aid provisions, including the location of equipment, facilities and personnel.

(d) First Aid Boxes

(i) Each high-risk area shall have a basic first aid kit immediately available in that area.

(ii) In medium risk areas at a designated place (or places) under control of a certified first aider, a full first aid kit shall be available.

(iii) In low risk areas a basic first aid kit shall be kept by the appointed person or persons.

(iv) It is the duty of appointed persons to ensure that first aid kits are checked regularly, at least once a month, and replenished when required.

(e) Treatment Area

(i) Each school should have an area set aside for treatment of injury or illness.

(ii) Ideally a first-aid room should be provided as this will give privacy and enable certain equipment to be installed. The first-aid room should be equipped with washing facilities, a couch if possible but at least two supportive chairs, a table and a box or cabinet for storing first aid materials.

(iii) Where it is not possible to provide a first-aid room, a treatment corner should be installed. This should be as close to as possible to washing facilities and furnished with, at minimum, two supportive chairs, a table and a lockable box or cabinet for storing first aid equipment.

11.4 Recording and Reporting of Accidents

- (a) All accidents are to be reported on the appropriate pink or green Accident Report Forms and submitted to the Senior Manager – Human Resources. Photocopies of the accident report form shall be kept in all schools and other areas where the Ministry of Education and Development employs staff.
- (b) In the case of notifiable accidents, i.e., an accident resulting in death, a major injury where the injured person is detained in the hospital or where more than 7 days sick leave is required for recovery, the accident shall be reported to (i) the Ministry of Education and Development by telephone, and (ii) the Health & Safety Office, 94 Reid Street, Hamilton on Form HS1.

For additional information see:

B.R. 2/85 – HEALTH AND SAFETY AT WORK ACT 1982: The Health And Safety At Work (General Requirements) Regulations 1986.

- (c) Teachers shall have no authority to inform parents that the Government will be responsible for medical attendance or other expenses, which may be incurred as a result of an accident sustained by a pupil.

11.5 Use of Protective Clothing and Equipment

At every school where:

- (a) it is not reasonably practicable to eliminate, reduce or control a safety or health hazard to the extent that it does not present a risk to the health and safety of any person, and
- (b) the use of protective clothing and equipment may prevent or reduce injury to persons from that hazard,

every person granted access to the area who may be exposed to that hazard shall use protective clothing and equipment.

11.6 Protective Clothing and Uniforms

- (a) The Government and Union recognize that under the Health and Safety Act 1982, there is an obligation that requires protective clothing to be issued and worn under the appropriate circumstances.
- (b) Teachers shall be provided with protective clothing and uniforms as set out in the schedules of the Agreement.
- (c) Upon termination of employment, Teachers will surrender protective clothing and uniforms, upon request.

11.7 School Workshops and Science Laboratories

- (a) All machines, machine tools, hand tools and other equipment in a school workshop or science laboratory shall be suitable for the courses and shall be maintained in proper working order.
- (b) No pupil shall be permitted to enter any school workshop or science laboratory unless a Teacher is present.
- (c) No poisonous or dangerous substance shall be kept without the permission of the Chief Education Officer in any place in school premises except in a science laboratory or a storeroom that has been approved in writing by the Chief Education Officer.
- (d) The Principal shall appoint a Teacher to be in charge of every science laboratory and store room which has been approved by the Chief Education Officer under paragraph (c)
- (e) A Teacher who has been appointed under paragraph (d) shall:
 - (1) Establish and keep up-to-date a register that lists each and every hazardous substance that is used, handled or stored in that area.
 - (2) Cause every poisonous substance and dangerous substance in such laboratory or storeroom –
 - (i) To be kept in a proper container clearly marked with the name of the substance, and with the word “dangerous” or any word or words of similar meanings.
 - (ii) To be stored in a locked room or cupboard, except when the substance is being used in practical classes carried out under the control of the Teacher.
 - (3) Keep the key to such locked room or cupboard in his/her control.
- (f) Where a hazardous substance is used, handled or stored in an area i.e. science laboratory, signs shall be posted in conspicuous places warning every person granted access to those areas of the presence of the hazardous substance and of any precautions to be taken to prevent or reduce any hazard of injury to health. The information disclosed on the signs shall be a size that it is clearly legible to persons at the school.

11.8 Fire Procedure

The Permanent Secretary, via the Principals and Preschool Administrators, shall ensure that all Teachers, pupils and staff are familiar with the means of escape, the route to be followed in case of fire and shall carry out fire drills from time to time.

- (a) All schools shall be provided with fire fighting equipment approved by the Minister and such equipment shall be properly maintained and so placed as to be readily available for use.
- (b) During the academic year, while school is in session, no door which affords a means of escape for Teachers, pupils and staff in the building shall be locked or fastened in such a manner that they cannot easily and immediately be opened from the inside.

- (c) The contents of any room in a school shall be so arranged or disposed that there is free passage way for all Teachers, pupils and staff in the room to a means of escape in case of fire.
- (d) In every school, the following requirements shall apply:
 - (i) The school shall be provided with effective means in case of fire of giving warning capable of being operated without exposing any persons to undue risk;
 - (ii) All exits forming part of a means of escape shall be distinctively and conspicuously marked by notices printed in letters of adequate size or with illuminated signs.

For additional information see:

B.R. 49/86 – HEALTH AND SAFETY AT WORK ACT 1982: The Health And Safety At Work (Fire Precautions) Regulations 1986.

11.9 Physical Education

- (a) The Principal shall ensure that:
 - (i) No instruction is given in physical education except by a responsible teacher;
 - (ii) All physical education equipment is kept in good order;
 - (iii) Gymnastic apparatus and equipment is used only under the supervision of a responsible teacher. (See Department of Education Circular 91/31 for definition of “responsible teacher”.)
- (b) The teacher shall comply with the procedures set down by the Safety at School booklet – ‘Safety in Physical Education’.

11.10 Guidelines for the Administration of Medication in School

Children with illnesses or chronic disabilities may need to take medications in school. Any student who is required to take prescribed medication during regular school hours should do so in compliance with school regulations. These regulations should include the following:

- (a) A physician should provide written orders with the name of the drug, dose, time interval when the medication is to be taken, and a diagnosis or reason the medication is needed.
- (b) The parent or guardian should provide a written request that the school comply with the physician’s order.
- (c) Medication should be brought to school in a container appropriately labeled by the pharmacist or the physician.
- (d) If the parent requests that school personnel administer medication, provision must be made for the medication to be kept in a safe place.

- (e) The school nurse or staff designated by the Principal should be available to administer the medication at agreed-upon time
- (f) When the child is usually responsible for taking his/her own medication, he/she may do so in school without supervision by school personnel, provided the physician and parent have provided the required authorizations. The school administration should cooperate with the physician, parent and child in such instances, it is understood that the school bears no responsibility for safeguarding the medication or assuring that it is taken, and the parent should provide a written statement relieving the school of such responsibility.
- (g) No Teacher may give Aspirin or Tylenol, or any other medication to students unless prescribed by a physician.

N.B. Fluoride treatments have been prescribed by the Chief Dental Officer to reduce dental caries (cavities) in students.

11.11 Policy concerning AIDS

Acquired Immune Deficiency Syndrome (AIDS) is caused by a virus, the human immunodeficiency virus or HIV, which is present in the blood, semen and certain other body fluids of an infected person.

AIDS is spread through sexual contact, the sharing of contaminated needles or syringes or transfusion of infected blood products.

Based on the advice of the Chief Medical Officer and the recommendation of the U.S. Public Health Service that “casual contact does not place others at risk of contracting the disease” and that “there is no danger of horizontal transmission from child to child”, the Ministry has provided the following policy guidelines:

- (a) No person entering the Bermuda Public School System as a student, Teacher or other member of staff will be required to have a blood test to screen for AIDS.
- (b) A physician is required, by law, to report to the Chief Medical Officer the name of any patient infected with the HIV virus. That information is kept in the strictest confidence.
- (c) All medical reports will continue to remain strictly confidential. Any information, which must be shared, about a student, Teacher or other member of staff who is infected with the HIV virus will be shared on a “need to know” basis only. The only persons with whom such information might be shared include the patient’s spouse and/or parents, the patient’s doctor, the Chief Medical Officer, the Chief Education Officer and the School Principal.
- (d) Students that are known to be infected with the HIV virus will be educated with other students in a normal classroom environment. No special precautions required nor is isolation necessary.

However, under certain circumstances, the Chief Medical Officer may decide to keep a student out of school. This step may be taken for the protection of the student with AIDS if the student is too ill to attend school or is vulnerable to infection. In rare cases, the Chief Medical Officer may decide to exercise special precautions by excluding a student whose condition or behaviour may pose even the slightest risk to others.

- (e) Teachers or other members of staff who are known to be infected with the HIV virus will continue to be employed so long as their doctor and employer believe that they are well enough to perform their duties satisfactorily.
- (f) Teachers and parents will NOT be informed if there is a student or a member of staff with AIDS in a school.
- (g) Students, Teachers and other members of staff are encouraged to continue to use normal precautions for good hygiene. There is no need for special precautions.
- (h) The Ministry of Education and Development will provide education about AIDS to students, Teachers and other members of staff.
- (i) Knowledgeable Teachers are encouraged to discuss problems related to students' fears about AIDS and, where appropriate, to offer advice about behaviours, which reduce the risk of exposure to the virus.

11.12 Alcohol and Drug-Free Workplace Policy

In keeping with the principle of promoting a safe and healthy work environment in all Government maintained and aided schools, Government has introduced a Smoke Free Workplace Policy (*Bermuda Government – Conditions of Employment and Code of Conduct , Appendix VI*) and an Alcohol and Drug-Free Workplace Policy (*Bermuda Government – Conditions of Employment and Code of Conduct , Appendix VII*).

I. STATEMENT OF NEED

Bermuda has a strong commitment to the health, safety and welfare of all of its residents and visitors.

The abuse of drugs and alcohol may create a variety of workplace problems. These include increased injuries on the job, increased absenteeism, increased financial burden on health and benefit programmes, decreased employee morale, decreased productivity and a decline in the quality of the work and services provided.

Drug use affects users and non-users. Employees who use drugs present a danger not only to themselves but also to their fellow employees and the public. Applicants and workers will sign a commitment agreeing to the policy.

II. THE GOAL

The Government, as employer, will commit the resources necessary to achieve and maintain a drug-and alcohol-free environment. It is Bermuda's goal to eliminate hazards to health, job safety and performance created by alcohol and other drug use.

The primary goal of the programme is not to detect substance abusers but to set in place an atmosphere and a programme that will deter drug use, convincing experimental and casual users to cease their use. Opportunities for rehabilitation will be provided for those who are chemically dependent.

The full support of this policy by all employees is expected.

III. NOTICE

This written policy shall be distributed to employees and be available for review by prospective employees.

IV. THE SCOPE

This policy applies to all Government workers while on the job and to all external contractors providing services to the Government. This policy does not replace the drug-free workplace policy already in effect for the Public Transportation Board.

Although the Government has no intention of intruding into the private lives of its workers, it is recognized that involvement with alcohol and/or other drugs may have a negative impact on job performance. In the interest of all employees, their fellow workers, employers and others on the Island, it is mandatory that all employees report to work on time in condition to perform their duties safely and efficiently.

V. PROHIBITIONS

- A The use, possession, manufacture, distribution, storage, dispensation or sale of illegal drugs in or on Government premises or vehicles and during working hours is prohibited.
- B The use of alcohol in or on Government premises or vehicles and during working hours is prohibited and constitutes a violation of policy. Employees are expected to be able to perform their functions safely and efficiently at all times. The provisions of this clause do not impact upon the authority of the Police Recreation Club and the Prison Officers' Club to operate as at present.
- C It is prohibited to have a positive drug or alcohol test as defined in the policy. It is prohibited to substitute or adulterate a specimen. If, when requested, an employee refuses to submit a sample for testing under this policy, it will be assumed and considered that his or her result is positive.
- D If an employee in a safety-sensitive or testing-designated position refuses to accept a referral for treatment through the EAP, then [an immediate consequence to be defined] will follow. However, if an employee in a non-safety-sensitive or testing-designated position refuses to accept a referral for treatment through the EAP and his or her performance continues to be impaired, then [an immediate consequence to be defined] will follow.

VI. TRAINING AND EDUCATION

Supervisor training and employee education will be provided on the subject of alcohol and other drug abuse and on the specifics of this policy.

- A Employee Education All employees are required to take a course provided by the Department of Personnel. The course will include information on this policy and on the dangers associated with alcohol abuse and the illegal use of drugs. It will also include information on where to go for help.

- B Supervisor Training In addition to the employee education requirement, all supervisors will be required to take a course provided by the Department of Personnel to teach them the signs of impaired behaviour and performance that might possibly be due to drug and alcohol use and to teach them the steps to follow when impairment is suspected.

VII. IMPLEMENTATION

- A Timetable The provisions of this policy will take effect on 1 April, 1999. Drug and alcohol testing under this policy will not commence before 1 July, 1999.
- B Grace Period The 90-day grace period has been granted before drug and alcohol testing commences on 1 July, 1999. This grace period has been granted to allow:
- Completion of employee education and supervisor training programmes;
 - Employees time to cease current drug use and have time for the drugs eliminated from their system; and
 - Workers who are unable to quit on their own to seek confidential consultation and, if needed, referral to the Employee Assistance Programme of Bermuda (EAP).

VIII. AUTHORIZED USE OF PRESCRIBED MEDICINE

An employee undergoing medical treatment that includes the use of prescribed medication must advise his/her doctor of the nature of their work and ask if the treatment or medication being prescribed might impair their physical or mental capability on the job. If so, they must provide a medical certificate to their supervisor so that a determination can be made in consultation with the physician regarding possible temporary re-assignment if appropriate.

IX. DRUG AND ALCOHOL TESTING

The Government of Bermuda has established a testing programme for drugs and controlled substances for workers and applicants and may from time to time propose changes in the requirements, extent and frequency of testing. The following sections describe the testing occasions, collection procedures, analysis procedures and review of results. Applicants and workers subject to testing must, prior to testing, sign a Drugs Don't Work Here committee-approved form agreeing to the testing and authorizing the release of the test results to the Director of Personnel and only positive results to the EAP.

- A Testing Occasions Employees will be subject to drug and alcohol testing as follows:

- 1 *Pre-employment* All employment offers for safety-sensitive positions are made on the condition that the applicant must pass an alcohol and drug test.

Applicants for safety-sensitive positions testing positive for illegal drugs will not be offered a job.

All tentatively selected or shortlisted applicants will be required to sign a pledge to remain alcohol-and drug-free while on the job. No other consequences other than those contained in the policy will apply if someone who has signed the pledge is then found to not be alcohol- or drug-free. If a tentatively selected or shortlisted applicant does not sign the pledge, then they are liable to not be offered a position.

- 2 *Reasonable Cause* Whenever a supervisor has reasonable cause to suspect that an individual has used drugs or engaged in controlled substance abuse, based on performance, the Government, in consultation with a second supervisor of one rank higher than the supervisor observing the behavior, may require the individual to submit to a drug or alcohol test.

Information obtained from sources other than direct supervisor observation, such as fellow workers or family, will be considered “hearsay” evidence and will not be usable as a reason for “reasonable cause” testing, except if it triggers an assessment of employee behaviour and performance that suggest impairment that may be drug and/or alcohol related.

- 3 *Random* All employees in safety-sensitive posts are subject to unannounced testing based on random selection. The list of safety-sensitive posts, attached as Attachment A to the document, includes persons whose job functions have an immediate and significant impact upon the safety and security of the public and of fellow employees.

The random selection programme will be administered by an objective third party using a computerized system.

- 4 *Returning to Duty* An employee in a non-safety-sensitive post, who returns to work after treatment for substance abuse or after failing a previous drug or alcohol test, will be placed in a random pool for testing for up to two years. Employees who are in safety-sensitive positions will remain in the random pool.

B Urine Collection Procedures for Drugs other than Alcohol Urine collection shall conform with established forensic collections procedures that include:

- 1 Using trained collectors
- 2 Keeping specimen in sight of the donor and the collection site person until sealed and ready for shipment
- 3 Privacy when providing a specimen, except when previously:

- a The employee presents a specimen that is outside the accepted temperature range and the employee refuses to have an oral body temperature measurement or if the body temperature measurement varies by more than 1°C from the specimen temperature.
 - b The collector observes the employee attempting to adulterate or substitute the specimen.
 - c The employee provided a specimen determined to be “not suitable” for testing by the laboratory.
 - d The employee who has tested positive will be observed for two specimens following the positive test.
- 4 A well-documented custody and control (chain of custody form).
- 5 “Shy bladder” In the event that a donor is unable to donate an adequate 45 milliliters (ml) of urine when asked to do, the following protocol shall be followed:
- a The individual will be given no more than three hours and no more than 240 ml of oral fluids in which to produce an adequate specimen.
 - b If unable to complete the collection within three hours, the collector will call off the collection effort and report the case a “shy bladder” case.
 - c Pre-employment and random testing. The employer, and the union in the case of random testing, will select a physician to examine the individual and the individual’s medical records to determine if there is a legitimate medical explanation for their inability to produce a specimen. The physician’s report will be sent to the Medical Review Officer (MRO) who will make the final determination which may be either;
 - i Legitimate “shy bladder” and a cancelled test, or
 - ii A refusal to test with the same consequences as a failed test.
 - d Testing for reasonable cause. The employer and union will agree on a physician to examine the individual and the individual’s medical records to determine if there is a legitimate medical explanation for their inability to produce a specimen. The physician’s report will be sent to the MRO who will make the final determination which may be either:
 - i Legitimate “shy bladder” and a referral to the EAP, or
 - ii A refusal to test with the same consequences as a failed test.

- C Laboratory Analysis Laboratory analysis shall conform to strict specifications and be performed in a laboratory that has been certified for workplace toxicology testing and by technicians who are competent. At a minimum, each specimen will be screened with an accepted immunoassay method. Those that screen positive will be tested further using gas chromatography and mass spectrometry. No test will be reported as positive unless it is reported as positive on both the screening and the confirmatory analysis.
- D Alcohol Testing
- 1 Alcohol screening tests will be performed using an approved saliva alcohol testing method or an approved breath alcohol testing device.
 - 2 If the result is less than 0.02, it is considered negative and no further testing is required. If the result of the screening test is 0.02 or above, a second test must be performed for confirmation after a waiting period not to exceed 20 minutes.
 - 3 The confirmation test will be conducted using an approved evidential breath testing device (EBT). Individuals awaiting confirmation testing will be instructed not to eat, drink or put objects or substances in their mouth and, to the extent possible, not belch during the waiting period before the confirmatory test.
 - 4 An alcohol testing form will be completed by the technician performing the testing in the presence of the donor to ensure that the results are recorded properly.

X. MEDICAL REVIEW

- 1 All laboratory results will be reported to medical review officers (MRO's) employed and supervised by Employee Health Program Inc.
- 2 The MRO is a licensed physician with knowledge of substance abuse and laboratory drug testing who is charged with the responsibility of conducting a final review of all drug and alcohol test results.

It is important to note that a positive test result does not automatically identify the donor as an illegal drug user. The MRO's primary responsibility is to review and assess test results to determine whether some medical reason exists for a positive test result. The MRO will look for and evaluate alternative medical explanations or system errors that could account for positive test results. Each worker will have five days in which to contact the MRO after they have been notified to do so or their drug test result may be called positive without their input.

At the interview, the MRO will inform the individual of their right to have a portion tested at another laboratory. The charge for this testing will be paid by the individual requesting the re-analysis, except in the case of a re-analysis that fails to confirm the original test. In this case, the employer will pay.

The MRO will not consider as a legitimate medical explanation the use of someone else's prescription or the use of prescriptions that are over one year old.

All drug and alcohol test results will be reported to the Director of Personnel or their designee.

XI. ASSESSMENT AND TREATMENT

A Assistance in Overcoming Substance Abuse

Early recognition and treatment of drug use or controlled substance abuse is important for successful rehabilitation, return to productive work and reduced personal, family and social disruption. The Government encourages the earliest possible diagnosis and treatment for substance abuse and offers assistance in treatment efforts. The decision to seek diagnosis and accept treatment for alcohol, drug or controlled substance use or abuse must primarily be the individual responsibility of each worker. Employees who request assistance or enter treatment for alcohol, drug or controlled substance abuse problems do so without jeopardizing their continued employment. Employees may request assistance through the EAP or directly from treatment and counseling services, in which instance the employee assumes responsibility for notifying the employer if the prescribed treatment will require him/her to be absent from duty.

B The Employee Assistance Programme (EAP)

The EAP is a confidential assessment and referral service. It is available to employees free of charge.

Types of Referral:

Self-Referral. At his/her own initiative, an employee refers himself/herself for assistance.

Concerned Other. At the suggestion of a concerned friend, family member, colleague, supervisor or union representative.

Performance-Based. At the strongly encouraged recommendation of a supervisor for deteriorating or less than satisfactory performance in productivity, services, attendance or demeanour. The decision to seek treatment is the responsibility of the individual. Following a reasonable period for rehabilitation, continued poor performance will result in job action by the supervisor.

C EAP Case Management and Confidentiality of EAP Records

See Attachment C

D Drug Testing and the EAP

Any employee who fails a drug or alcohol test will be referred to the EAP for assistance and treatment referral. Before resuming work, an employee must receive a statement from the treatment provider, which states whether the employee has followed treatment and aftercare recommendations. This will be communicated through the EAP to the referring person/employer who has the final responsibility and decision regarding the employee's return to work. Persons employed in safety-sensitive positions undergo a higher level of clearance before they may resume their job. This may include a clearance through a Government/union approved doctor.

XII. CONFIDENTIALITY

Applicants and workers subject to testing have agreed to sign, prior to testing, a Drugs Don't Work Here committee-approved form agreeing to the testing and authorizing the release of the test results to the Director of Personnel and only positive results to the EAP. The nature of this information must remain confidential and be used only in connection with Government business and pending disciplinary action. Any record of a positive alcohol or drug test held by the Director of Personnel or any other Government officer must be deleted following two years of negative alcohol or drug testing. Release of information to other outside the Government will occur only upon valid legal requests, legal proceedings and other situations deemed appropriate to protect the interests of the public.

XIII. APPEALS

Any employee, having followed the procedures provided through the Medical Review function, is entitled to appeal to the Public Service Commission any decision following a positive result which he or she believes to be in error.

CASE MANAGEMENT BY THE EAP

1 There are two channels of referral to the EAP: the “self-referral” and the “supervisory-poor-performance-based referral”. Each has its own concomitant level of confidentiality.

A Within the “self-referral” channel, there are two types of referral:

- i The first is initiated by an employee at his/her own impetus, that is, a true self-referral.
- ii The second type is initiated by a “concerned other” person, such as a supervisor (or manager, union representative, colleague, friend or family member).

A “self-referral” by an employee is strictly confidential. No information will be shared with anyone regarding the employee’s request for assistance, nor the nature of the problem for which the employee is seeking help. If a referral to a treatment resource is recommended and the client accepts the recommendation, then the counselor will ask the client to sign consent forms to release information, stating to whom, for what purpose and for how long the consent applies. The only exception to this strict confidentiality is when there is clear and present danger of suicide, homicide, ongoing or past child abuse or court ordered request for information. The counselor will ask the client to sign consent forms to release information to the appropriate authorities to stabilize the situation whenever possible. If the client refuses to sign the consent forms, then the counselor, as stipulated by law, will report the situation to the proper authorities, not as punishment but to prevent harm from occurring.

The “concerned other” is aware of the employee’s personal problem(s) which has not yet (seriously) impacted on the employee’s work performance. This is considered a preventive intervention on the part of the concerned other person. This person may talk with an EAP counselor to describe his/her concerns and observations. The counselor will suggest ways in which the concerned other can inform the employee about the services of the EAP and ways in which to encourage the employee to seek its services. The counselor may also advise the concerned other on ways in which to help him/herself and where to get information about the type of concern. The EAP will not inform the concerned other whether or not the employee has followed the suggestions to come to the EAP.

B The second channel of referral is a “supervisory-poor-performance-based referral”. It also is strictly confidential. However, when a manager or supervisor has consulted with the EAP prior to making a referral, certain restricted information will be forthcoming.

When a manager or supervisor consults with the EAP regarding his/her concern about an employee’s performance and/or conduct, no information regarding whether the employee already is a client of the

EAP is disclosed. Nor will any diagnostic assessment of the problem being described by the supervisor be disclosed to the consulting manager/supervisor. Nor will these initial consultations by the supervisor be revealed by the EAP to the troubled employee should the employee already be a client at the EAP.

- C The EAP will encourage the manager/supervisor to document his/her observations and concerns about the employee's performance regarding productivity and service levels, attendance and demeanor. They shall share their observations and concerns with the employee, fully explain the expected standards and behaviours of the work, and the consequences if the performance does not meet the expectations within a reasonable timeframe, and that improved performance shall be sustained. A written memorandum of the above discussion(s) should be given to the employee and copied to the EAP.
- D If the supervisor has consulted with the EAP prior to referring an employee with performance problems, the EAP counselor will let the supervisor know whether the employee has taken the supervisor's referral to the EAP and whether the client agrees to recommendations.
- E If the employee signs consent forms to release information regarding treatment progress and possible work accommodations, the EAP will liaise between the treating personnel and referring supervisor/manager. If the employee elects to not sign these consent forms to release information to allow co-ordination between the supervisor, EAP and the treatment personnel, the supervisor will be so advised. In either case, the supervisor shall continue to monitor performance and to provide feedback to the employee. The supervisor will provide bi-weekly feedback to the employee and the EAP counselor. This will continue for a reasonable period of time or until the employee's performance returns to and is sustained at a satisfactory level, whichever comes first.
- F Should the employee not return to a satisfactory level of work within this time period, but the employee is following the treatment recommendations of the EAP and has signed consents for release of information, an additional period of rehabilitative assistance may be considered. Should the employee again not return to a satisfactory level of performance, then appropriate disciplinary action will be taken by the supervisor for poor performance, for example, suspension with or without pay, demotion, transfer, termination.
- G If an employee has followed treatment recommendations and signed consent forms for release of information between the treating facility, the EAP and the supervisor/human resources personnel, and the employee cannot recover and cannot return to work, as determined by a medical practitioner selected by the employer, a termination based on health issues may be considered.
- H No employee will be terminated due too a request for help in overcoming a problem or because of involvement in a rehabilitative effort.
- I No employee will be terminated because of refusal to seek and participate in rehabilitative efforts.

CONDUCT

The public is entitled to demand of a Teacher conduct of highest standard. The standard requirement will generally be clear, although it is impossible in this manual to prescribe it in detail in relation to all the many circumstances that may arise. The following clauses set out the general principles to be followed, without, in many cases, elaborating them into a general code.

12.1 Duties of a Teacher

- (a) A Teacher shall be required to perform all reasonable duties connected with the work of the school which may be entrusted to him by the Principal provided that a specialist itinerant Teacher employed by the Government shall be subject to the direction of the Principal only during the hours of this employment at the school.
- (b) The Principal may at any time visit and observe Teachers while they are engaged in their normal teaching duties in the classroom.
- (c) Inventories of stores and equipment must be maintained in accordance with the established procedures.

A memorandum dated 4th May, 1992 from the Controller details the procedures and provides the forms needed for (a) Textbooks, and (b) Furniture and Equipment. (see Appendix IV and V)

12.2 Legal Proceedings

- (a) Subject to these Orders, the Government will, unless advised otherwise by the Attorney General in any particular case, accept responsibility for the defence of a Teacher against whom legal proceedings are threatened or instituted in respect of acts done or omitted or liabilities incurred in the execution of his duty.
- (b) Where any legal proceedings are threatened or instituted against a Teacher in the circumstances described in paragraph one, the fact thereof shall forthwith be reported to the Attorney General, together with a notification from the Teacher whether he wishes to apply to the Government for assistance in his defence. Government will not normally be responsible for legal or other expenses incurred by the Teacher against whom the proceedings have been threatened or brought, or in relation to other steps taken in connection with any such proceedings until the directions of the Attorney General have been received by the Teacher.
- (c) If, in relation to the proceedings against a Teacher in connection with his official duties, the Government is satisfied, on the advice of the Attorney General:
 - (i) That the act was done or omitted or the liabilities incurred in good faith in the execution of the official duties of the Teacher concerned; or
 - (ii) That the charge is malicious and is brought solely on account of the official position which the Teacher holds; and

(iii) It is in the public interest that the Teacher should be defended;

The Government will ask the Attorney General to arrange for the Teacher's defense and the cost of his defense will be met by Government.

- (d) If in a civil case in which the defence has been arranged under paragraph 3, a Teacher loses the case and is condemned in damages, the Government will meet the whole damages from public funds.
- (e) If in a civil case in which the defence has been arranged under paragraph 3, a Teacher is successful and is awarded costs and/or damages, he will be required to refund the Government the amount of the financial help he received, or the amount of the damages of costs recovered, whichever is less.
- (f) When, as a result of the act or omission of a Teacher, legal proceedings are brought successfully against the Government or another Teacher, or the Government deems it desirable to settle such proceedings out of court, disciplinary proceedings may be instituted against the Teacher who made such act or omission.

12.3 Complaints

- (a) Complaints about Teachers by parents or others, or complaints by Teachers against parents or others; shall be referred by the complainant in the first instance through the Principal and subsequently, if deemed necessary to the Minister through the Permanent Secretary.
- (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 complaint and such witnesses should be prepared for cross-examination by the Teacher complained about or other person. In all such investigations, the Teacher complained against or other person may be accompanied by another person who may speak on his behalf and advise him.

12.4 Private Conduct

- (a) The high standard required of the public service goes beyond the normal standards of personal honesty and integrity. A Teacher must not only be honest in fact but must avoid laying himself open to suspicion of dishonesty.
- (b) Although the Government is in general not concerned with its Teacher's private activities they must not be such as might bring discredit to the teaching profession.
- (c) A Teacher who is arrested on any charge, whether civil or criminal shall immediately take all reasonable steps to inform the Permanent Secretary of the fact. He shall similarly inform the Permanent Secretary if he is convicted by a Court of any criminal offence (except a traffic offence with a non-official vehicle for which the penalty has not included imprisonment or the suspension of his driving license).

12.5 Out of School Employment

- (a) A Teacher wishing to engage in gainful employment outside of school hours must apply, through his/her Principal to the Chief Education Officer. Provided that such additional employment does not infringe on the Teacher's ability to fulfill his/her duties within the normal working week and formal working years, permission will not be reasonably withheld.
- (b) A Teacher not having Bermuda Status must have permission from the Department of Immigration before taking up any gainful employment outside his normal teaching duties.

12.6 Participation in Politics

Teachers, being politically free, shall have unrestricted freedom to undertake in their private capacities, national and local political activities, provided that they shall undertake no form of political activity whilst on duty on school premises.

12.7 Public Speaking and Publications

- (a) A Teacher may:
 - (i) Make his views known as a matter of general interest to the community, provided that he takes steps to ensure that his statement is attributed to him by name;
 - (ii) Publish, or cause to be published his opinions concerning matters of general educational policy, provided that they deal with matters that may be reasonably regarded as relating to general principle and not to particular details of administration involving criticism of Government, Governmental officials, Principals or other Teachers;
 - (iii) Contribute to recognized journals on methods of teaching and other methods specifically concerned with the tuition of pupils.
- (b) A Teacher may not act as the editor of any national newspaper, or take part directly in the management thereof or contribute anonymously thereto.
- (c) Where permission is granted for a Teacher to give an interview to the Press or to take part in a public broadcast the overriding concern of that Teacher shall be in no circumstances to become publicly involved in any matter of political controversy.

A Teacher should not give interviews or take part in a broadcast discussion on the merits of policy that is, or may become, a matter of controversy between the political parties. But even a factual statement on such a subject may be open to misconstruction and it is preferable that Teachers should not give interviews or broadcast at all on subjects that are politically delicate.

- (d) The consideration in (3) above need not prevent Teachers from using the press, radio or television as a means of disseminating factual information on educational activities that are of general public interest, for example information about services officially provided for the public and guidance in making use of them. Normally no difficulty will arise over talks by Teachers speaking on technical subjects that do not involve considerations of educational policy. But on any matter of policy (even when the subject is not immediately in issue between the political parties) there is need for special caution, and the Permanent Secretary should be notified beforehand.

12.8 Sexual Harassment

- (a) All Teachers must be allowed to work in an environment free from unsolicited and unwelcome sexual overtures.
- (b) Individuals who experience sexual harassment from co-workers should make it clear that such behaviour is offensive to them and may file a written complaint to the Chief Education Officer.

12.9 Email Policy

As part of the Bermuda Government commitment to the utilization of Information Technology, many employees have access to the Internet and e-mail. In order to ensure compliance with copyright laws, and protect the Government and Government data from the threat of viruses or hacking the following policy is put into effect.

Definitions: For the purposes of this policy:

- ***Internet*** - means use of the Internet for accessing information and services as well as e-mail.
 - ***Network*** – means the logical Bermuda Government Network; any device that is owned by the Bermuda Government and/or used for Government business whether or not it is physically connected to the Government Network.
- (a) It is Bermuda Government policy to limit Internet access to official business. Use of the Internet shall be consistent with the goals of the Bermuda Government. Use of the Internet for personal gain or profit is prohibited. All messages shall be appropriate to Government business. Messages including profane, hate, racial, religious or sexual slurs are prohibited. Accessing pornographic or gambling information and sending messages with this sort of content is prohibited. The introduction of viruses, or malicious tampering with any computer system is expressly prohibited.
 - (b) Employees using Bermuda Government e-mail accounts are acting as representatives of the Bermuda Government. As such, employees should act accordingly so as not to damage the reputation of the Bermuda Government.
 - (c) Employees shall respect the privacy of other users and shall not access, modify, share or copy passwords. Employees shall not access data or files belonging to another employee without permission.
 - (d) Downloaded files from the Internet must be scanned with virus detection software before installation or execution. All appropriate precautions should be taken to detect for a virus and, if necessary to prevent its spread.

- (e) The truth and accuracy of information on the Internet and in e-mail received over the Internet should be considered suspect until confirmed by a separate or other reliable source. Information or data received that has been subject to the guidelines set down in the E-Commerce Code of Conduct can be trusted.
- (f) Employees shall not place Bermuda Government information or data, including internal correspondence, on any publicly accessible Internet computer without permission from the owner of the information or data.
- (g) The Internet does not guarantee the privacy and confidentiality of information. Sensitive material transferred over the Internet is always at risk of detection by a third party. Employees must exercise caution and care when transferring such material in any form.
- (h) Unless otherwise noted, all software on the Internet should be considered copyrighted work. Therefore, employees are prohibited from downloading software and/or modifying any such files without permission from the copyright holder.
- (i) Official Government business conducted over the Internet must be printed in hardcopy and filed accordingly. There is no provision, as yet, for a digital archive.
- (j) Employees will be granted authority to the Internet by the Head of Department. The Internet Service will be made available by the Director of ITO on the express permission of the Head of Department. The Director of ITO will decide on the best method from a technology and security standpoint to make the service available.
- (k) Alternate Internet Service Provider connections to the Bermuda Government network are not permitted unless expressly authorized by the Minister of Telecommunications & E-commerce through the Director of ITO and properly protected by a firewall or other appropriate security measures.
- (l) If access to the Internet is provided by some means other than the Bermuda Government network then Departments will pay for the service directly from their budget.
- (m) The Bermuda Government reserves the right to inspect any computer connected to the Government Network or belonging to the Bermuda Government for violations of this policy.
- (n) Any employee who does not comply with this policy is liable to lose Internet privileges and/or be subject to disciplinary actions.

This policy replaces the Internet Policy Statement Version 1 – 23 May 1996. Any questions on this policy may be directed to the Director of ITO.

DISCIPLINE AND GREIVANCE

13.1 General Principles

- (a) 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, 1968 and the Public Service Delegation of Powers Regulations, 1979.
- (b) The disciplinary procedure shall be as set out in Schedule 5 of the Collective Agreement between the Bermuda Government and the BUT.

13.2 Offences

- (a) A Teacher shall be guilty of an offence against discipline
 - (i) If he/she fails to comply with the Education Rules or with any statute, regulation or order;
 - (ii) If he/she without good and sufficient cause, fails to carry out any lawful order or instruction by his superior whether or not that order or instruction is in writing;
 - (iii) If he/she is inefficient or neglectful or without good and sufficient cause, fails, promptly and diligently to do anything which it is his duty as a Teacher;
 - (iv) If he/she incites other Teachers to act against the general interests of efficient performance of their duties, or to the prejudice of discipline and the proper administration of schools, provided that nothing in these Orders shall be construed to prevent a Teacher carrying on normal Union activities.
- (b) Inefficiency cannot be established by a single act of incompetence. Its exact definition will vary with the facts of each case, but it usually consists of a series of acts of omission, incompetence, or misbehaviour or low productivity established over a reasonable period, which in themselves are not serious enough incidents to merit proceedings for misconduct, but the cumulative effect of which is to show that a Teacher in not discharging effectively the duties of the office that he/she holds.
- (c) A Teacher who has been charged with a criminal offence may be guilty of misconduct. The Procedure to be followed in respect of Teachers charged with criminal offences is laid down in the Public Service Commission Regulations 1968. It is the duty of a Teacher to report to the Permanent Secretary if he/she has been charged with any offence and the Permanent Secretary shall refer any such report to the appropriate disciplinary authority.
- (d) The maintenance of good order, discipline and efficiency is a major responsibility of the Principal, who has the power to initiate disciplinary proceedings against any Teacher employed in the system.

13.3 Disciplinary Procedure for Teachers in Maintained Schools

Stage I

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 II.

Stage II

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 thirty (30) school days. This warning will be entered into the school logbook and will be initialed by the Teacher concerned.

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

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

Stage III

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, copy of which will be sent to the Chief Education Officer.

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

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.

Stage IV

Penalties: In the event of the required improvements not being forthcoming, the necessary action will be taken.

This action will be communicated to the individual concerned by the Department of Education, 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 1968 as applicable to Teachers.

The interpretation of this procedure will not conflict with the Education Rules 1974 (Education act 1996) Part IV.

13.4 Disciplinary Procedure for Teachers in Aided Schools

Stage I

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 II.

Stage II

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 thirty (30) school days. This warning will be entered in the school logbook and will be initialed by the Teacher concerned.

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

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 improvements being made, a further Formal Warning will be given.

Stage III

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 Chief Education Officer.

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

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 improvements being made; a further Written Warning will be given.

Stage IV

Penalties: In the event of the required improvements 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 1974 (Education Act 1996) Part IV.

13.5 Penalties

- (a) The treatment of offences, particularly of offences against good order and discipline that are not criminal offences, will be influenced both by the circumstances of the particular case, including the Teacher's record. There is no rigid code automatically assigning particular penalties to particular offences. Minor offences will properly be dealt with by the Principal on the spot by oral reprimand; frequent repetition of a minor offence or offences may become a serious matter and may call for a heavier penalty.

- (b) The disciplinary penalties which may be ordered as a result of offences against discipline are:
- (i) Formal reprimand in which the reprimand is conveyed to the Teacher in writing and a copy placed on his/her personnel file;
 - (ii) Deferment, stoppage or suspension of increment;
 - (iii) Monetary payment by way of restitution (in whole or in part) of loss or damage caused by offender;
 - (iv) Suspension with loss of pay;
 - (v) Retirement in the public interest with full or abated pension;
 - (vi) Dismissal;
 - (vii) Dismissal, in relation to an offence involving loss to public funds, with the withholding, as a set-off against the loss, of any sums unpaid in respect of salary up to the date of dismissal.
- (c) The withholding of an increment is not an appropriate penalty for a particular dereliction of duty where the Teacher qualifies for an increment in other respects. For a particular shortcoming formal reprimand should be the usual award.
- (d) Pending a decision as to suspension, a Teacher may, if it is considered necessary in the public interest, be prohibited by the Permanent Secretary from carrying on his/her duties, but he/she may not be deprived of any portion of his emoluments.

In any case where the Minister confirms the suspension of a Teacher, the Teacher shall refund any pay or allowance received by him/her in respect of the period of his suspension or such part of them as the Minister may direct.

- (e) If disciplinary proceedings against a suspended Teacher do not result in his/her dismissal or other punishment the whole of the emoluments withheld from him/her on suspension under Regulation 31 of the Public Service Commission Regulations, 1968, shall be restored to him/her when the final decision is made.
- (f) If the punishment awarded against a suspended Teacher is other than dismissal he/she may be refunded such proportion of the emoluments withheld from him/her as the appropriate disciplinary authority may think fit.
- (g) The payment of allowances is conditional upon the efficient performance of duties, and in any case where no other disciplinary penalty is considered appropriate, allowances may be withheld or withdrawn from any Teacher whose performance of his/her duties is found to be inefficient.
- (h) A Teacher who is retired in the public interest is eligible for such retirement benefits as may be permitted under the School Teachers' Superannuation Act.
- (i) A Teacher who absents himself/herself from duty without permission or without reasonable cause renders himself/herself liable to be dismissed. The onus will rest on him/her to show that the circumstances do not justify such action being taken. Where a

Teacher is absent from duty without leave or reasonable excuse for a period exceeding five working days and cannot be traced within a period of ten working days of commencement of such absence or if traced no reply is received from him/her to a charge of absence without leave within five days after the dispatch of the charge to him/her, he/she shall be dismissed.

- (j) A Teacher who is dismissed forfeits all rights to retirement benefits.
- (k) If criminal proceedings are instituted against a Teacher in any Court, proceedings for his/her dismissal upon any grounds involved in the criminal proceedings and the determination of any appeal therefrom.
- (l) A Teacher acquitted of a criminal charge in any Court shall not be dismissed or otherwise punished on any charge upon which he/she has been acquitted, but nothing in these Orders shall prevent his/her being dismissed out of his/her conduct in the matter, unless the charges raise substantially the same issues of those on which he/she has been acquitted.
- (m) In order to allow the services of a Teacher to be dispensed with where dismissal is a punishment out of proportion to an offence committed in private life Teachers may be permitted to resign instead of being dismissed, provided that this concession shall be used only where the offence is of a private nature unconnected with the conduct of official business but involving circumstances which show the Teacher to be unsuitable to retain his/her office.

13.6 Suspension of Teachers in Aided Schools

The Principal shall report the suspension of a Teacher to the Chief Education Officer as soon as practicable after the event and the Chief Education Officer may, thereupon, either confirm the suspension or order its revocation.

13.7 Grievance Procedure for Teachers 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 described below.

Step 1

The aggrieved Teacher or Teachers with or without Union representatives 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 Principal or immediate supervisor within three (3) 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 of Step 1 the aggrieved Teacher, with or without Union representation shall take up the matter with the Chief Education Officer. The Chief Education Officer 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 the Union acting on his/her behalf, and the Government. 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 (7) days following the receipt by the Chief Education 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 Chief Education Officer 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 Government if the committee members are Civil Servants. Where the tribunal or arbitrators are not Civil Servants, the cost will be shared equally unless Government policy provides those services free of charge.

13.8 Grievance Procedure for Teachers in Aided Schools

Should any Teacher or group of Teachers covered by the Agreement wish to settle any grievance, dispute or misunderstanding with the Principal 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 representatives shall take up the matter in writing, using the form provided for that purpose available at the School Office or the BUT office, and the matter shall be dealt with by the Principal within three (3) 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 representatives shall take up the matter with the Manager of the school. The Manager shall deal with the matter within ten (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 (7) 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 costs 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.

OFFICER REPRESENTATION

14.1 General Principles

Teachers are free to belong to any registered trade union/association, which will admit them under its rules of membership. Teachers are encouraged to belong to trade unions, for the existence of fully representative bodies of this kind not only promotes good staff relations but is essential to effective negotiations on conditions of service.

14.2 Recognition of a Trade Union

Recognition of a trade union for purposes of joint consultation and collective bargaining shall be granted and may be withdrawn in accordance with the provisions of the prevailing legislation and local custom and practice. The recognized union shall have enough members in the grades of classes it claims to represent to enable it to enter into collective agreements on their behalf. The percentages which shall establish a claim to recognition or involve its withdrawal will depend upon the circumstances of the case; but where there are conflicting claims, recognition will be accorded to the union which is found to have the largest number of employees in membership; this to be ascertained by secret ballot.

14.3 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 the appropriate body which will be consulted in connection with all educational matters, and agrees to establish and utilize 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 in the 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 be consistent with the principles expressed in Article 1 of the Agreement.
- (e) The Government agrees to furnish the Union with copies of all circulars, which affect Teachers.
- (f) The use of school premises for Union meetings shall be at the discretion of the Chief Education Officer and the Principal of the school.
- (g) 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.

- (h) The Government agrees to supply all Teachers with a copy of this manual and also with a copy of the Agreement and make available a minimum of two copies of this Manual, the prevailing General Orders and Education Rules to each school. A copy of each document will be placed in the staff room and the Principal's office.

14.4 Government Rights

- (a) The Union recognizes the Government's authority in respect to 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 Government's rights to administer the Bermuda Public School System (BPSS) 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. In voluntary transfers 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 Manual shall be subject only to the condition that Government agrees not to breach any of its obligations under the Agreement.

14.5 Time off and facilities for Union Business

- (a) Up to a maximum of 25 man-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. The maximum number of days shall be consistent with that listed in the current agreement
- (b) A facility will be made available for Union meetings at the place of work.
- (c) 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 of the school concerned and provided that the scheduled activities of the school are not disrupted.
- (d) In extraordinary circumstances an authorized Union representative may leave school with the permission of the Principal concerned. Such permission shall not be withheld unreasonably
- (e) Where official negotiations with Government takes place during working hours, such leave will be with pay.
- (f) Application of Agency Shop to this Agreement will be in accordance with the Trade Union Act 1965, Amendment Act 1973.

14.6 Joint Consultation

- (a) To ensure the fullest possible measure of staff consultation there shall be established one Combined Consultative Committee and two (2) two Joint Consultative Committees which shall be the regular and formal means whereby consultation between the Government and the officers of the Bermuda Union of Teachers and Association of School Principals is carried on.
- (b) The establishment of the Joint Consultative Committees shall in no way preclude direct dealings between individual trade unions, heads of departments, the Secretary to the Cabinet and any Government Negotiating Team. Wherever possible, straightforward questions shall be settled expeditiously by direct dealings.
- (c) Except for meetings of the Joint Consultative Committees and their Sub-Committees and other negotiations between the Government and recognized unions, only very minor types of trade union activity shall be allowed to take place in official hours.

14.7 Constitution of Combined Consultative Committee

(a) Terms of Reference

- (i) The Combined Consultative Committee is designed to be a vehicle for communication and for the examination, discussion and the resolution of matters of mutual concern to the Government, the Association of School Principals and the Bermuda Union of Teachers.
- (ii) The Committee is not a negotiating body. It is rather a forum for discussion, and consultation outside the negotiating framework by which the views of teaching staff on a wide range of issue can be expressed.
- (iii) The purpose of the Committee is to facilitate good employee relations; to ensure that there is direct communication between all stakeholders; to assist in the dissemination of information; to enable frank discussion on matters of mutual interest and to ensure that representatives of Principals and teaching staff are consulted about progress and developments in the Bermuda Public School System.

(b) Membership

- (i) The membership of the Combined Consultative Committee shall be as follows:
 - Four (4) Representatives of the Ministry of Education
 - Four (4) Representatives of the Association of School Principals
 - Four (4) Representatives of the Bermuda Union of Teachers
- (ii) A quorum shall be in existence provided that there is a minimum of two persons representing each of the three parties present.
- (iii) The Permanent Secretary, Ministry of Education and Development, the President, Association of School Principals, and the President, Bermuda Union of Teachers, will chair the Committee in rotation.

- (iv) The Senior Manager – Human Resources shall be responsible for providing secretarial assistance for the Committee in the preparation of the agenda and minutes.
- (c) Items for the agenda should be submitted to the Senior Manager – Human Resources two (2) weeks prior to the meeting. A standing item on the agenda shall be a report from the Permanent Secretary on current issues within the Department.
- (d) There shall be one meeting of the Committee scheduled in each term, although the Senior Manager – Human Resources, following discussion with the Permanent Secretary, the President, Association of School Principals, and the President, Bermuda Union of Teachers, may determine that a matter requiring joint consultation necessitates an extraordinary meeting of the Committee.
- (e) Observers with the right to speak may be invited to attend a meeting of the Committee with the prior agreement of the Chairman.
- (f) The Committee shall concern itself only with matters of collective concern. Problems arising in relation to individual members of staff shall not be a matter of discussion in the Committee, except that it is recognized that an individual case may raise a question of a more general principle.
- (g) Complementing the Combined Consultative Committee shall be a Joint Consultative Committee between the Ministry of Education and Development and the Bermuda Union of Teachers and a Joint Consultative Committee between the Ministry of Education and Development and the Association of School Principals which shall be convened no less than once every month during the school year, to discuss specific matters of concern only to the individual Unions/Associations or where the Ministry of Education and Development wishes to consult with one union only in a specific area.
- (h) The Committee shall where appropriate appoint a sub-committee to consider a specific issue or problem. The Constitution of such sub-committee will follow the format set out below. A sub-committee shall normally report back to the next meeting of the Committee.
- (i) In addition to these ad-hoc sub-committees, there shall be standing subcommittees which may provide a consultative framework in the following areas:

- Facilities
- Curriculum development and programme evaluation
- Certification and licensing
- Annual Review of Personnel Manual

These sub-committees shall report through the Combined Consultative Committee.

14.8 Constitution of the Personnel Policy Sub-Committee

(a) The Personnel Policy Committee should be a standing sub-committee of the Combined Consultative Committee.

(b) The Policy Book maintained by the Ministry of Education and Development should cease to exist and any policies, their interpretation and procedures affecting Teachers and Principals should be included in the new Policy Manual.

(1) Terms of Reference

(a) Purpose:

The purpose of the Personnel Policy Sub-Committee is to review specific matters pertaining to teacher personnel policies referred to it by the Combined Consultative Committee.

(b) Powers:

The Committee will make reports and recommendations to the Combined Consultative Committee for its consideration in respect to such matters as the Combined Consultative Committee may direct. The Committee will also ensure that the Policy and Procedures Manual for Teaching Staff is reviewed at least annually and make recommendations for changes in light of changes to policy already agreed.

(2) Membership

(a) The membership of the Personnel Policy Committee shall be as follows:

Three (3) Representatives of the Ministry of Education and Development

Three (3) Representatives of the Bermuda Union of Teachers

Three (3) Representatives of the Association of School Principals

(b) Quorum:

A quorum shall include one representative from the Ministry of Education and Development, the Bermuda Union of Teachers and the Association of School Principals.

(c) The position of chairperson will be rotated among the Ministry of Education and Development, Bermuda Union of Teachers and the Association of School Principals.

(d) The Ministry of Education and Development will be responsible for providing a recording secretary to prepare the agenda and minutes.

(3) Agenda

Items for the Agenda will be submitted to the Senior Manager – Human Resources two (2) weeks prior to the meeting.

(4) Meetings

Meetings will be held at such times as shall be determined necessary and at least once during every school term.

(5) Recommendations

All recommendations submitted to the Combined Consultative Committee must have a unanimous agreement of the Ministry of Education and Development, the Association of the School Principals and the Bermuda Union of Teachers.

(6) Terms of Reference

The terms of reference for the Committee may be changed as required by the Combined Consultative Committee.

14.9 Constitution of a Ministry Sub-Committee

(a) Terms of Reference

(i) The Sub- Committee is designed to be a vehicle for the examination and discussion of specific matters referred to it by the Permanent Secretary, Ministry of Education and Development via the Combined Consultative Committee.

(ii) The Sub- Committee shall prepare reports and make recommendations to the Permanent Secretary, Ministry of Education and Development via the Combined Consultative Committee.

(b) Membership

(i) The membership of Sub-Committee shall be as follows:

Two (2) Representatives of the Ministry of Education and
Development

Two (2) Representatives of the Association of School Principals

Two (2) Representatives of the Bermuda Union of Teachers

(ii) The Chairperson of the Sub-Committee shall be nominated by the Permanent Secretary, Ministry of Education and Development following consultation via the Combined Consultative Committee.

(iii) The Senior Manager – Human Resources shall be responsible for providing secretarial assistance for the Committee in the preparation of the agenda and minutes.

(iv) A quorum shall be in existence provided that there is one person representing each of the three parties present.

(c) The Sub-Committee shall meet at such times as shall be determined by the Sub-Committee in order to meet any deadlines imposed upon it by the Permanent Secretary, Ministry of Education and Development via the Combined Consultative Committee.

- (d) The Sub-Committee may call persons to provide evidence before it and may co-opt additional representatives from each of the parties provided the balance between the parties is maintained.
- (e) The Committee shall concern itself with matters of collective concern. Problems arising in relation to individual members of the staff shall not be a matter of discussion in the Sub-Committee, except that it is recognized that an individual case may raise a question of a more general principle.
- (f) Any recommendations from the Sub-Committee that do not have the unanimous support of the parties within the Sub-Committee will be submitted along with written comments from the dissenting party.

14.10 Constitution Joint Consultative Committee – Bermuda Union of Teachers

(a) Terms of Reference

- (i) The Joint Consultative Committee is designed to be a vehicle for communication and for the examination and discussion of matters of mutual concern to the Bermuda Government and the Bermuda Union of Teachers.
- (ii) The Committee is not a negotiating body, and does not determine matters of policy; it is rather a forum for discussion outside the negotiating framework.
- (iii) The purpose of the Committee is to facilitate good employee relations; to ensure that there is direct communication between staff and senior management; to assist in the dissemination of information; to enable frank discussion on matters of mutual interest.

(b) Membership

- (i) The membership of the Joint Consultative Committee shall be as follows:
 - Permanent Secretary, Ministry of Education and Development
 - Chief Education Officer
 - Senior Manager – Human Resources
 - President, Bermuda Union of Teachers
 - Secretary, Bermuda Union of Teachers
 - General Secretary, Bermuda Union of Teachers
 - Two (2) Members, Bermuda Union of Teachers
 - (ii) The Permanent Secretary and President, Bermuda Union of Teachers, will chair the Committee in rotation.
 - (iii) The Senior Manager – Human Resources shall be responsible for providing secretarial assistance for the Committee in the preparation of the agenda and minutes.
- (c) Items for the agenda should be submitted to the Senior Manager – Human Resources two weeks prior to the meeting. A standing item on the agenda shall be a report from the Permanent Secretary, Ministry of Education and Development, on current issues within the Department.

- (d) There shall be one meeting of the Committee scheduled in each month, although the Chairman, following discussion with the Permanent Secretary, Ministry of Education and Development, and the President, Bermuda Union of Teachers, may determine that a matter requiring joint consultation necessitates an extraordinary meeting of the Committee.
- (e) Observers with the right to speak may be invited to attend a meeting of the Committee with the prior agreement of the Chairman.
- (f) The Committee shall concern itself only with the matters of collective concern. Problems arising in relation to individual members of staff shall not be a matter of discussion in the Committee, except that it is recognized that an individual case may raise a question of a more general principle.
- (g) The Committee shall where appropriate appoint a sub-committee to consider a specific issue or problem. A sub-committee shall normally report back to the next meeting of the Committee.

14.11 Constitution Joint Consultative Committee Association of School Principals

(a) Terms of Reference

- (i) The Joint Consultative Committee is designed to be a vehicle for communication and for the examination and discussion of matters of mutual concern to the Government and the Association of School Principals.
- (ii) The Committee is not a negotiating body, and does not determine matters of policy; it is rather a forum for discussion outside the negotiating framework.
- (iii) The purpose of the Committee is to facilitate good employee relations; to ensure that there is direct communication between staff and senior management; to assist in the dissemination of information; to enable frank discussion on matters of mutual interest.

(b) Membership

- (i) The membership of the Joint Consultative Committee shall be as follows:
 - Permanent Secretary, Ministry of Education and Development
 - Chief Education Officer
 - Senior Manager – Human Resources
 - President, Association of School Principals
 - General Secretary, Association of School Principals
 - Three (3) Members, Association of School Principals
- (ii) The Permanent Secretary and President, Association of School Principals, will chair the Committee in rotation.
- (iii) The Senior Manager- Human Resources shall be responsible for providing secretarial assistance for the Committee in the preparation of the agenda and minutes.

- (c) Items for the agenda should be submitted to the Senior Manager- Human Resources two weeks prior to the meeting. A standing item on the agenda shall be a report from the Permanent Secretary, Ministry of Education, on current issues within the Ministry.
- (d) There shall be one meeting of the Committee scheduled in each month, although the Chairman, following discussion with the Permanent Secretary, Ministry of Education and Development, and the President, Association of School Principals, may determine that a matter requiring joint consultation necessitates an extraordinary meeting of the Committee.
- (e) Observers with the right to speak may be invited to attend a meeting of the Committee with the prior agreement of the Chairman.
- (f) The Committee shall concern itself only with the matters of collective concern. Problems arising in relation to individual members of staff shall not be a matter of discussion in the Committee, except that it is recognized that an individual case may raise a question of a more general principle.
- (g) The Committee shall where appropriate appoint a sub-committee to consider a specific issue or problem. A sub-committee shall normally report back to the next meeting of the Committee.

14.12 School Councils

The staff of a school together with the Principal may initiate the formation of a school council by electing between two (2) and four (4) members to sit with the Principal on a monthly basis to discuss matters that concern the staff, students and the school in general.

TERMINATION OF APPOINTMENT

15.1 Notice Period

(a) Teachers

A contract or letter of appointment is 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 Teacher:

- (i) It shall not be such as to result in the termination of the service except at the end of any particular term; and
- (ii) In the case of an overseas teacher on contract, notice of the intention of termination to take place after the end of the summer term and before the beginning of the Christmas term shall be given not later than 1st January to be confirmed or withdrawn no later than 1st February.

See also 4.7

- (iii) In the case of Bermudian Teachers notice of termination is to take place after the end of the summer term and before the beginning of the Christmas term shall be given not later than the 15th March.
- (iv) The Chief Education Officer may, at his discretion, reduce the period of notice in exceptional circumstances.

15.2 Release Through Reorganization

(a) A Preschool Administrator whose position becomes redundant due to reorganization shall continue to receive his salary as a Preschool Administrator while serving in an alternative post until he is reappointed as Preschool Administrator. If he 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.

(b) A Teacher whose position has become redundant to the school system due to reorganization and who is ineligible for a pension will be granted redundancy pay as follows:

Less than one year's service – Nil;

Up to a maximum of fifteen (15) years' continuous service – 12/200 of annual salary.

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

15.3 Teachers Relieved of Special Appointments

A Teacher relieved of a post of special responsibility or a graded post for any reason will forfeit the additional emoluments associated with the post, provided that, where a Teacher loses such a post on grounds of reorganization he shall continue to receive the paid emoluments for the duration of the contracted period for the post of special responsibility or graded post.

15.4 Retirement

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

Teachers reappointed after the age of sixty (60) years may be subject to an annual review of fitness both medical and professional at public expense.

See also 7.4

15.5 Early Retirement on Medical Grounds

- (a) In any case where a Chief Education Officer proposes compulsorily to retire a Teacher on grounds of ill-health or where a Teacher himself wishes to retire on grounds of ill-health, the Chief Education Officer shall refer the matter, together with details of the Teacher's sick record and all available medical evidence, to the Secretary to the Public Service Commission. Such retirements will be referred to the Staff Medical Board Under Regulation 28 of the Public Service Commission Regulations, 1968.
- (b) It shall be open to the Commission to recommend the compulsory retirement of a Teacher in the public interest, particularly in cases of Teachers over the minimum age of voluntary retirement or Teachers who fail to give satisfactory service because of frequent absences arising from mainly minor ailments (other than for causes arising which can be expected not to recur) which do not in themselves justify a finding of permanent incapacity by the Staff Medical Board. For the purposes of this Order the criterion of a Teacher's efficiency is the ability satisfactorily to carry out all the duties of the office to which he is appointed: there shall be no attempt to shield from discharge or compulsory retirement those whose capacities are known to be limited and who in practice have on that account been restricted to a narrower range of duties than that appropriate to the office.

15.6 Termination of Teachers in Aided Schools

- (a) The Manager, the person or body 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 appearance 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 a 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 services were to be taken 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 (2) on grounds other than misconduct may, for the purpose 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.

MATTERS CONCERNING STUDENTS AND THEIR COURSES OF STUDY

16.1 Curriculum

No change may be made in the curriculum without informing the Chief Education Officer.

16.2 Syllabus

The Chief Education Officer may give direction to the Principals as to the instruction, which shall be or shall not be included in the syllabus of any course of instruction.

16.3 Documents

The Minister may direct the Principal that:

- (i) The presence of any specified document in the school is prohibited;
- (ii) Any specified document shall not be used in the school;
- (iii) Any film (or video) shall not be shown at the school.

16.4 Examinations

- (a) The Minister may direct that all or any children at a school shall take examination that may be required by the Minister and such examination may be conducted either orally or in writing by an officer of the Department duly authorized by the Minister in that behalf.
- (b) The Principal shall ensure that normal school teaching periods are not employed in the correction of such internal examinations as take place within the school and for the writing of reports, and that teaching continues until the end of each term.

16.5 Corporal Punishment

- (a) Corporal Punishment shall not be administered except by the Principal or Acting Principal, or by an assistant Teacher in his or her presence.
- (b) A female shall not receive corporal punishment except at the hands of a member of her own sex.

N.B. It is the stated policy of the Ministry that corporal punishment will be banned in the next revision of the Education Act. In the meantime the Ministry encourages Principals to avoid the use of corporal punishment.

16.6 Assessments

The Principal shall be responsible for seeing that a continuous assessment is made of a student's progress in school and that appropriate records thereof are kept.

16.7 Truancy

The Principal shall notify the Chief Education Officer if he has reason to believe that any pupil of compulsory school age is willfully failing to attend school.

16.8 Registers

(a) The Principal shall cause to be kept:

- (i) An admission register;
- (ii) An attendance register;
- (iii) A log book;
- (iv) A punishment book;
- (v) An absence book;

In such form as the Minister may, from time to time require.

- (b) The names of all students who have attended school at any time during a term shall be placed upon the attendance register for that term.
- (c) The logbook shall contain all necessary entries concerning the school's routine, including educational visits made by the students.
- (d) The punishment book shall set out the name of the student to whom corporal punishment is administered, the date of such administration, the nature of the punishment, and the name of the teacher administering the punishment.
- (e) The absence book shall include the names of all students who are absented from lessons for dental and, additionally or alternatively, medical visits.