

COLLECTIVE BARGAINING AGREEMENT

between
THE BERMUDA PUBLIC SERVICES UNION
&
THE GOVERNMENT OF BERMUDA

SCHOOL PRINCIPALS



SEPTEMBER 1, 2020
TO
MARCH 31, 2025



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AGREEMENT

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

PREAMBLE

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

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

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

PRINCIPLES OF THE RELATIONSHIP

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

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

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

ARTICLE 1 - UNION RIGHTS

- 1.1 The Government recognises the Union as the sole bargaining agent for School Principals for the purpose of collective bargaining with respect to salaries, method of payment, leave, emoluments, sick benefits, and other conditions of employment.
- 1.2 The Government recognises the Union as an appropriate body to be consulted in connection with all relevant educational matters and agrees to utilise the Joint Consultative Committee (JCC) for this purpose - as laid out in the Policy and Procedures Manual for School Principals.
- 1.3 The Government recognises that the Union has the right to make representation in disciplinary cases affecting a School Principal covered by this Agreement in accordance with the Grievance Procedure set forth in Schedule V of this Agreement.
- 1.4 The Government agrees to furnish the Union with copies of all communication which affect Teachers and School Principals.
- 1.5 The Government agrees that no School Principal shall be penalised, intimidated, or coerced by reason of being a member of the Union or acting as an officer or representative of the Union.
- 1.6 The Government agrees to supply all School Principals with an electronic copy of this Agreement and of the General Orders for Teachers 1974 and any subsequent amendments.
- 1.7 The rights of the Union set out in this Article shall be subject only to the condition that Government agrees not to breach any of its obligations under the Agreement.
- 1.8 The Union, in conjunction with the Government of Bermuda will advise its members that those departments attending called membership meetings should work in partnership with management to ensure that a skeleton crew remains to tend to the public business at hand. The Union agrees to consult with the Head of the Public Service before calling a full membership meeting. The Union recognizes and acknowledges the Government's responsibility to ensure the delivery of public services, while maintaining order and efficiency. The Union shall endeavour to make every effort through consultation with the Government to avoid any disruption to the Public Service.

ARTICLE 2 - GOVERNMENT RIGHTS

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

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

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

ARTICLE 3 - STATUS OF AGREEMENT

- 3.1 Any provision of this Agreement shall be determined a valid exception to and shall supersede any existing or future rules and regulations, orders and practices of the Government for the duration of the Agreement that conflict with the Agreement.
- 3.2 All matters addressed by this Agreement, except as noted in paragraph 1, shall be governed by any such rules, regulations, directives, orders and/or practices of the Government.
- 3.3 The Government agrees to apply its *Policy and Procedures Manual for School Principals* in a fair and equitable manner in accordance with the *Employment Act 2000* and subsequent amendments. Any new matters arising thereto will be agreed in accordance with *Article 17: Matters Not Specifically Included in this Agreement*.
- 3.4 The Union recognizes that the Head of the Public Service is the sole official signatory for all documents that intend to alter the status of any provision of the agreement except where otherwise stated in law.

ARTICLE 4 - METHOD OF CONVERSION

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

ARTICLE 5 - AGENCY SHOP

- 5.1 The application of Agency Shop to this Agreement will be in accordance with the *Trade Union and Labour Relations (Consolidation) Act 2021* and any subsequent amendments. Workers within the bargaining unit will be deemed to be non-union workers if they fail to:
 - complete the requisite membership form, and/or,
 - pay 100% of the appropriate contributions.

- 5.2 Non-union workers shall not be entitled to claim the full benefits and privileges granted to union members in good standing. The terms & conditions of this Agreement are applicable to non-union workers with the following exceptions:
- the Union will not represent non-union workers as outlined in *Article 21 - Discipline and Schedule VI - Disciplinary Procedure*, and,
 - the Union will not represent non-union workers as outlined in *Schedule V - Grievance Procedure*.
- 5.3 Only workers within the bargaining unit who are union members in good standing shall be entitled to full membership privileges as described in the *BPSU Constitution* and *Bye-laws*.

ARTICLE 6 - TRAINING AND PROFESSIONAL GROWTH

- 6.1 It is the Government's intention to provide adequate in-house and external training to improve efficiency and improve the knowledge and proficiency of School Principals and assist them in preparation for advancement in the school system.
- 6.2 Training should be held one full day per term.
- 6.3 If any technological change alters the tasks and/or skills required of any School Principal in a post, or if any technological change permanently displaces any School Principal, Government agrees to provide the opportunity of training for that School Principal, at Government's expense, for a new post resulting from the technological change or for another equivalent post in the Government school system.
- 6.4 The Union undertakes to give the necessary training in labour relations to its representatives.
- 6.5 **NOTE:** *Article 19: Transfers* only refers to transfers not appointments or promotions. It is the Department of Education's position that in addition to seniority, promotions should be based on requirements of the post, qualifications, and successful performance of the candidates.

ARTICLE 7 - SENIORITY

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

- a) Leaves of his/her own accord or is retired;
 - b) Is discharged;
 - c) Where he/she has been laid off and not re-called to work within the time periods set forth in *Schedule VIII: Layoffs*;
 - d) He/she overstays any leave of absence granted by the Public Service;
 - e) Fails to return to work within seven (7) calendar days from the date the notice to return was delivered to the School Principal's last known address.
- 7.4 Seniority rights shall apply only to lay-offs, re-call of laid off officers, promotions, transfers, salary administration and overtime. However, in respect of promotions and transfers, the application of seniority rights shall be in accordance with *Article 19: Transfers*.

ARTICLE 8 - CONTINUANCE OF PAY

- 8.1 If for any reason on 1st April 2025, there are no changes in the rate of pay existing as of 31st March 2025, then until such time as changes have been made, those rates of pay existing at 31st March, 2025 may continue to apply until further notice.

ARTICLE 9 - ADVANCED NOTICE: *Technological & Other Organizational Change*

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

ARTICLE 10 - WORKPLACE BULLYING, SEXUAL HARASSMENT & INCIVILITY

- 10.1 Every employee is entitled to employment free of bullying, sexual harassment, and incivility.
- 10.2 Workplace bullying is defined as the habitual display of offensive behaviour intended to harm, intimidate, humiliate, undermine, or coerce a person or group of employees and includes but not limited to, ostracising, ridiculing, shouting at, threatening, and verbally abusing a person or a group of employees. "Bullies" include managers, supervisors, subordinates, co-workers, and colleagues.

- 10.3 Sexual harassment includes any one or more incidences of any of the following:
- a) the use of sexually suggestive words, comments, jokes, gestures, or actions that annoy, alarm, or abuse a person;
 - b) the initiation of uninvited physical contact with a person;
 - c) the initiation of unwelcome sexual advances or the request of sexual favours from a person;
 - d) asking a person an intrusive question that are of a sexual nature pertaining to that person's private life;
 - e) transmitting sexually offensive writing or material of any kind;
 - f) making sexually offensive telephone or internet calls or messages to a person; or
 - g) any other sexually suggestive conduct in circumstances where a reasonable person would consider the conduct to be offensive.
- 10.4 Incivility is antisocial behaviour which is perceived as rude, discourteous, impolite, alienating, or possibly violating the norms of good behaviour as they relate to organizational values. Behaviour can be overt, subtle, and covert with ambiguous intent to psychologically harm or derail the target or more direct.
- 10.5 The Government and the Union recognise that workplace bullying, sexual harassment and/or incivility is a form of misconduct, or gross misconduct depending on the circumstances of each incident. Bullying, sexual harassment and/or incivility undermines the integrity of the employment relationship and may adversely affect the Officer's work performance. Therefore, the parties pledge a workplace free of bullying, sexual harassment and incivility and mutually agree to identify and work to eliminate such occurrences. Any incidents that arise shall be handled according to *Schedule V: Grievance Procedure*, or the *Dignity at Work Policy and Complaints Procedure*.

ARTICLE 11 - ANTI-DISCRIMINATION

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

ARTICLE 12 - OCCUPATIONAL SAFETY AND HEALTH

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

ARTICLE 13 - RE-OPENER CLAUSE

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

ARTICLE 14 - UNION DUES

- 14.1 Pursuant to the *Trade Union and Labour Relations (Consolidation) Act 2021*, the Government agrees that it will deduct from the pay of each School Principal either the full monthly dues required for those employees who wish to be members of the BPSU or 50% of the monthly dues subscription for those School Principals who will not be members of the BPSU, but will be Agency Shop.
- 14.2 The Government will remit to the Union all sums collected within fifteen (15) working days following the month in which the deductions were made.
- 14.3 The dues subscription is an amount that is from time to time adopted by the Union pursuant to its *Constitution*.
- 14.4 In addition, the Government will supply the Union with an electronic list of all employees who come within the bargaining unit and will advise the Union of all additions and deletions to the list thereafter.

ARTICLE 15 - APPROVAL OF LEGISLATURE

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

ARTICLE 16 - COPY OF THE AGREEMENT

- 16.1 The Government undertakes to provide an electronic copy of this Agreement in booklet form within one (1) month of the signing of the Collective Bargaining Agreement and shall distribute an electronic copy to each of the Employees within the bargaining unit. The Government shall also provide an electronic copy to the Union.

ARTICLE 17 - MATTERS NOT SPECIFICALLY INCLUDED

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

ARTICLE 18 - JOINT CONSULTATIVE COMMITTEE

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

ARTICLE 19 - TRANSFERS

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

19.4 Involuntary Transfer

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

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

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

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

19.5 General

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

ARTICLE 20 - RIGHT TO ASSISTANCE

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

ARTICLE 21 - DISCIPLINE

- 21.1 The power to dismiss a School Principal in a maintained school is vested in the Commissioner of Education in accordance with the procedure set out in the Public Service Commission Regulations 2001 as amended.
- 21.2 Disciplinary powers over School Principals in aided schools, including dismissal, are vested in the Board of Governors of these schools, subject to the provisions of the relevant section of the Education Act 1996.
- 21.3 The definition and procedure for *Administrative Leave* shall be set forth in *Schedule IV: 19* of the Agreement.

ARTICLE 22 - RENEWAL OR AMENDMENT OF AGREEMENT

STEP 1

- a) As regards to the renewal or amendment of existing agreements, unless otherwise prescribed by such agreements, either party should give the other party written notice at least two (2) months prior to the termination of the current agreement accompanied, if convenient, by a list of its claims.
- b) If such notice is not submitted in due time, the agreement shall remain in force until it is replaced.

STEP 2

In the case of the renewal or amendment of existing agreements, direct negotiations should be commenced between the parties concerned within a reasonable period of time, in any case, not more than two (2) months after the submission of the initial notice unless both parties agree to a postponement.

STEP 3

Should there be a breakdown of direct negotiations, the parties may jointly report the case to the Labour Relations Manager. If negotiations are not re-opened within two (2) weeks from the date of the breakdown, the parties should submit the case to the Labour Relations Manager for conciliation.

STEP 4

Should conciliation fail, the parties may refer their case to the Labour Relations Manager as per the Trade Union and Labour Relations (Consolidation) Act 2021.

STEP 5

No strike or lockout shall take place or notice of strike or lockout be given during the period(s) of submission of the case to the Labour Relations Officer. Should the procedure be exhausted however, without the conclusion of an agreement, either party may wish to exercise its legal right if it so wishes to promote its interests.

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

ARTICLE 23 - LETTERS OF APPOINTMENT & CONTRACT

- 23.1 Every Bermudian Principal shall receive a Letter of Appointment and every non-Bermudian Principal shall enter into a Contract, subject always to such letter of appointment or contract not being in conflict with the terms of this Agreement. Such contracts and letters of appointment shall be subject to the following provisions:
- 23.2 Contract or Letter of Appointment to provide for termination by either party by notice of not less than three (3) months, provided that in the case of notice given by the School Principal:
- a) It shall not be such as to result in the termination of the service except at the end of any particular term, and
 - b) In the case of termination to take place after the end of the Summer term and before the beginning of the Christmas term it shall be given not later than 1st January of the same academic year to be confirmed or withdrawn not later than 1st February.

ARTICLE 24 - RENEWAL OF CONTRACTS

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

ARTICLE 25 - SALARIES & EMOLUMENTS

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

ARTICLE 26 - HOURS OF WORK & LEAVE

- 26.1 The hours of work and leave of School Principals shall be as set out in *Schedule III* of this Agreement.

ARTICLE 27 - GRIEVANCE PROCEDURE

- 27.1 Collective grievances, i.e. grievances resulting from an alleged failure to observe the terms of this Agreement by any party, shall be presented in accordance with the procedure in *Schedule V* of this Agreement. No collective grievance shall be taken from one step to the next until the time limit has lapsed and no mutually satisfactory settlement has been reached, provided that the Union may present a collective grievance at Step 2 of the procedure.

ARTICLE 28 - UNIONS ON BEHALF OF SCHOOL PRINCIPALS' BUSINESS

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

ARTICLE 29 - POLICY & PROCEDURE MANUAL

29.1 Policy and Procedures Manual

The Government will prepare, in consultation with the Union on behalf of the School Principals, a *Policy and Procedures Manual for School Principals*. The manual will contain the current terms and conditions of employment of School Principals and the rules which govern them. *The Policy and Procedures Manual for School Principals* will be updated according to the cycle of the CBA by the Human Resources Policy Committee that consists of equal numbers from the Government and the Union.

29.2 Job Descriptions

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

ARTICLE 30 - CONTRIBUTORY PENSION SCHEME & HEALTH INSURANCE

- 30.1 *The Public Service Superannuation Act 1981* shall remain in force until superseded by any other enactment.
- 30.2 Comprehensive Major Medical Health Insurance shall be in accordance with the *Policy and Procedures Manual for School Principals* and the *Government Employees Health Insurance (GEHI) Scheme*.

ARTICLE 31 - DURATION OF AGREEMENT

- 31.1 This Collective Agreement shall remain in force for the period 1st September 2020 to 31st March 2025. The agreed upon conditions of work shall remain in effect for the life of the Agreement.
- 31.2 During this period the Agreement may not be amended or altered without mutual consent and shall remain in effect until a new Agreement is reached.

ARTICLE 32 - ADHERING TO GOVERNMENT ADMINISTRATIVE POLICIES

- 32.1 The Government will provide School Principals with electronic copies of all legislation, policies, procedures, collective bargaining agreements and rules (and any subsequent amendments) related to education.
- 32.2 School Principals will ensure these documents are to be kept available for quick access.
- 32.3 School Principals are required to adhere to all Government Administrative Policies and/or any subsequent amendments.

ARTICLE 33 - NATIONAL CRISIS

- 33.1 Subject to the enactment of any legislation, in the event a national crisis is officially declared by the Government of Bermuda and, as a result, consideration is being given for the implementation of non-routine rules and procedures, the Government, as the employer, shall engage in consultation with the Union. The Government agrees that there will be no changes to the terms and conditions of employment without the agreement of the Union.

SCHEDULE I - SALARIES

Scale of Salaries for Principals

CATEGORY & RANGE	W.E.F. Apr. 1, 2020				
	2020* 0%	2021/2022 0%	2022/2023 2.25%	2023/2024 2.25%	2024/2025
Primary School: One (1) form entry <200 students	\$111,306.92	\$123,674.36	\$126,457.03	\$129,302.32	RE- OPENER
Primary School: Two (2) form entry >200 students	\$114,924.97	\$127,694.41	\$130,567.54	\$133,505.31	
Middle School	\$119,975.96	\$133,306.61	\$136,306.01	\$139,372.90	
Senior School	\$125,279.64	\$139,199.62	\$142,331.61	\$145,534.07	

*- COVID-19 Austerity; normal Salary Scale returned in 2021/22

EXPLANATORY NOTES

I. Release Due to Re-organisation

- 1.1. A School Principal whose position becomes redundant due to re-organisation shall continue to receive his/her salary as a School Principal while serving in an alternative post until he/she is re-appointed as a School Principal. If he/she does not accept the alternative post offered, redundancy provisions set out below could apply, or early retirement, in accordance with Section 19 (e), (f) and (g) of *The Public Service Superannuation Act 1981*.
- 1.2. A School Principal whose position has become redundant to the school system due to re-organisation and who is ineligible for a pension, will be granted redundancy pay as follows:

Duration of Service	Redundancy Pay
Less than one year's service	nil
<i>In the case of Bermudians:</i> After one year of service and up to a maximum of eight years' continuous service	3 weeks per year
<i>In the case of non-Bermudian Principals on fixed term contracts:</i> After one year of service and up to a maximum of ten years' continuous service	3 weeks per year

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

2. Documentation of Qualifications

School Principals are responsible for presenting copies of original documents attesting to qualifications, certifications and experience, including the period immediately prior to appointment in Bermuda. Principals should also provide copies of original documents for additional qualifications and certifications obtained throughout their tenure. Original documents may be scrutinised if requested.

3. Retirement

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

4. Pro-rated Pay

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

$$\frac{\text{Number of Teaching Days}}{200} \times \text{Entitled Salary}$$

4.2. School Principals whose services are terminated during the progress of the school year, either through breach of contract on their part or exercise of good and valid reasons by Government, shall not be eligible for such pro-rated pay, or for the sum of money otherwise payable in respect of adjustment to accord with the portion of the school year served, and will be paid up to and including the last working day of their service only.

5. Recognised Professional Service

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

SCHEDULE II – ALLOWANCES

1. Baggage Allowance

- 1.1. A Principal recruited from overseas shall, on first appointment, be entitled to receive the following allowances towards the cost of crating and transporting (but not storing or insuring) his/her baggage and personal effects from his/her home to his place of embarkation for Bermuda, thence to Bermuda and from the place of disembarkation in Bermuda to his/her destination.
- 1.2. The allowance rates are as determined by Cabinet and is published periodically.
- 1.3. Where both husband and wife are appointed to positions in Government service, the total amount payable in respect of baggage allowance shall not exceed the amount payable for a married School Principal.
- 1.4. Claims for baggage allowance must be accompanied by receipted bills and should be submitted as soon as possible after arrival in Bermuda and in any case not later than two (2) months after arrival in Bermuda.
- 1.5. A School Principal recruited from overseas who has satisfactorily completed the period of service required under his/her contract shall be granted a baggage allowance in the same terms and conditions as laid down for outward passages to return to his/her country of residence.

2. Medicals and X-Rays

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

3. Long Service Award

- 3.1. School Principals shall be awarded one award on a “once only basis” after fifteen (15) years’ service with a further award on a “once only basis” after each five (5) year interval following fifteen (15) years’ service. Time spent as a teacher should be counted in calculating the number of years.
- 3.2. For the sake of clarity and following custom and practice, the award for the academic year shall be \$4,014.01 after the 15th year and \$4,126.40 after each 5-year interval following 15 years’ service.

4. Telephone Allowance

- 4.1. A telephone allowance will be paid to those School Principals whose names and home telephone numbers are published in the Bermuda Telephone Directory.
- 4.2. The allowance payable is based upon the current monthly charges of the Bermuda Telephone Company for the access of one service line and the rental of one standard handset.
- 4.3. School Principals who have been issued a cellular phone will not receive a telephone allowance.

5. Mileage Allowance

- 5.1. The relevant data will be collated quarterly, with the mileage rates updated annually following the close of the April quarter and published in June of each year.

SCHEDULE III – HOURS OF WORK

1. School Hours

- 1.1. Except where otherwise provided in any employment contract or agreement, the working day will commence not later than 8:45am and the normal hours of duty for a School Principal shall be thirty-five (35) hours per week within the framework of forty-one and a quarter (41 ¼) hours, which shall include meal breaks each day.
- 1.2. The scheduled working day shall include a lunch period taken at such time as the School Principal deems appropriate.
- 1.3. A School Principal may make a determination as to the use of flexible hours during the course of a scheduled working day in accordance with their employment contract and established written policy.

2. School Year

- 2.1 The school year shall be two hundred (200) teaching days. This will be inclusive of Public Holidays falling within term time other than weekends, and/or of half-term holidays, and those cases where special permission is granted. No school shall be required to be kept open on a Public Holiday. The school year will cease on the last scheduled working day in June of each year.

3. The School Principals Work Year

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

4. Overtime & Time in Lieu

- 4.1 The expression "overtime" means work performed in excess of the normal hours of duty as described in this schedule of this Agreement and the Conditions of Employment and Code of Conduct and any subsequent amendments. Refer to the Conditions of Employment and Code of Conduct for guidelines on overtime.
- 4.2 Every effort shall be made to avoid regular overtime working over extended periods.
- 4.3 A School Principal may request overtime for the following circumstances (but not limited to):
 - a) Special Projects assigned by the Commissioner of Education (Maintained Schools) or Board of Governors (Aided Schools)
 - b) Designated Mandates by the Ministry of Education
 - c) Any special circumstances as deemed by the Commissioner of Education (Maintained Schools) or Board of Governors (Aided Schools).

- 4.4 A School Principal must secure the approval of the Commissioner of Education (Maintained Schools) or Board of Governors (Aided Schools) prior to the commencement of working overtime.
- 4.5 Any decision made by the Commissioner of Education (Maintained Schools) or a Board of Governors (Aided Schools) in regards to approving overtime shall not set a precedent.
- 4.6 A School Principal who is authorised to work overtime may be granted payment at the School Principal's hourly rate or equivalent time off in lieu.
- 4.7 Overtime payment shall not be made without prior approval by the Commissioner of Education (Maintained Schools) or Board of Governors (Aided Schools) for the overtime to be worked.
- 4.8 All School Principals have the right to choose between being granted equivalent time off in lieu or pay at the School Principal's hourly rate after the overtime has been worked.
- 4.9 School Principals who have been granted time off in lieu should arrange to take such time off as soon as possible after the overtime has been worked and such time off, unless agreed by the Commissioner of Education (Maintained Schools) or Board of Governors (Aided Schools), must not be accumulated, or added to the School Principal's annual leave entitlement.
- 4.10 Any lieu days that have not been taken within the relevant academic year of earning will be paid to the School Principal at the School Principal's hourly rate.

SCHEDULE IV – LEAVE

I. Maternity Leave

- 1.1. A pregnant School Principal shall, on application to the Commissioner of Education, be granted eighteen (18) weeks maternity leave, i.e., fifteen (15) weeks paid leave and three (3) weeks unpaid leave. This entitlement will be granted to School Principals, provided that:
 - a) the School Principal presents to the Commissioner of Education, at least three (3) months before the expected date of delivery, a certificate from a registered medical practitioner showing the expected date of delivery.
 - b) the School Principal submits to the Commissioner of Education, at least four (4) weeks before the expected date of delivery, her intended start of maternity leave;
 - c) the School Principal has completed at least twelve (12) months continuous service, at the date the baby is born.
 - d) the School Principal returns to duty for a period of at least three (3) months following the completion of her maternity leave. A School Principal who does not return within a six (6) month period shall lose the right to re-employment and she shall refund the monies paid to her by Government.
- 1.2. Maternity leave will be deemed to commence on the date of delivery or sooner if the applicant voluntarily elects to finish work prior to the date of delivery.

- 1.3. A pregnant School Principal may work up to the date of delivery unless the attending physician advises otherwise, in which case leave prior to the date of delivery will be considered as sick leave within the School Principal's annual sick leave entitlement.
- 1.4. Public Holidays occurring during the period of maternity leave shall not reckon against the entitlement to paid maternity leave.
- 1.5. When returning to work from maternity leave, the School Principal must present a medical certificate from a registered Medical Practitioner stating that the School Principal is fit to return to work.
- 1.6. In the event of a School Principal having a stillbirth, paid maternity leave in full or in part, shall be granted by the Commissioner of Education, acting upon the advice of the School Principal's Medical Practitioner.
- 1.7. In the event that a pregnant School Principal miscarries and presents to the Commissioner of Education a medical certificate confirming the miscarriage, this will be considered as sick leave within the School Principal's annual sick leave entitlement.
- 1.8. Annual leave entitlement may be added to the maternity leave entitlement with the prior permission/agreement of the Commissioner of Education.
- 1.9. Where service is within the probationary period, up to thirteen (13) weeks unpaid maternity leave will be granted. Where a School Principal is confirmed in post, but service is less than twelve (12) months, a further five (5) weeks unpaid maternity leave will be granted.
- 1.10. Where a School Principal is confirmed in post, but service is less than twelve (12) months, a period of eighteen (18) weeks unpaid maternity leave will be granted.
- 1.11. Further periods of unpaid leave may be granted at the discretion of the Head of the Public Service upon application explaining the circumstances that exist concerning either the mother or the child and supported by a medical certificate. Decisions made in this regard by the Head of the Public Service will not be considered to have the effect of setting a precedent.
- 1.12. No school vacation or Public Holidays shall be deemed as part of maternity leave.

2. Paternity Leave

- 2.1. Fathers of newborns shall be entitled to be absent from work for the purpose of caring for a child or supporting the child's mother (hereinafter referred to as "paternity leave") with pay, for any period up to ten (10) working days per pregnancy on the condition that:
 - a) the father has completed twelve (12) months of continuous service, or will have done so by the expected date of birth of the child; and,
 - b) leave is taken during the first six (6) months of the baby's birth.
- 2.2. Where service is within the probationary period up to five (5) days unpaid paternity leave will be granted. Where a School Principal is confirmed in post, but service is less than twelve (12) months, a further five (5) days unpaid paternity leave will be granted. Where a School Principal is confirmed in post, but service is less than twelve (12) months, a period of up to ten (10) days unpaid paternity leave will be granted.
- 2.3. Paternity leave is not required to be taken in ten (10) consecutive days.

- 2.4. Public Holidays occurring during the period of paternity leave shall not reckon against the entitlement to paid paternity leave.
- 2.5. In the event of a stillbirth, paid paternity leave in full or in part, shall be at the discretion of the Commissioner of Education.
- 2.6. Annual leave entitlement may be added to the paternity leave entitlement with the prior permission/agreement of the Commissioner of Education.
- 2.7. Further periods of unpaid leave may be granted at the discretion of the Commissioner of Education upon application explaining the circumstances that exist concerning either the mother or the child and supported by a medical certificate. Decisions made in this regard by the Head of the Public Service will not be considered to have the effect of setting a precedent.

3. Parental Leave

- 3.1. Parental Leave, as defined in this Schedule, apportions duties and responsibilities to School Principals in the capacity of caregivers.
- 3.2. Caregivers are defined as persons faced with the duty of taking care of a newborn child up to the age of one (1) year (other than the birth mother or biological father of the Child), regardless of the School Principal's gender.
- 3.3. School Principals who find themselves needing to care for newborns and infants up to one (1) year of age and outside the scope outlined under maternity leave and paternity leave may apply and shall be granted the following leave entitlements:

Primary Caregivers:

- 3.4. A School Principal who takes on the role of a primary caregiver, shall receive benefits akin to the birth mother of a child.
- 3.5. Primary caregivers shall, on application to the Commissioner of Education, be granted eighteen (18) weeks parental leave, i.e., fifteen (15) weeks paid leave and three (3) weeks unpaid leave. This entitlement will be granted to School Principals, provided that:
 - a) Where applicable, the School Principal presents to the Commissioner of Education at least three (3) months before the expected date of delivery a certificate from a registered Medical Practitioner showing the expected date of delivery,
 - b) where applicable, the School Principal submits to the Commissioner of Education, at least four (4) weeks before the expected date of delivery, intended start of parental leave;
 - c) the School Principal has completed at least twelve (12) months continuous service, at the date the baby is born.
 - d) the School Principal returns to duty for a period of at least three (3) months following the completion of parental leave. A School Principal who does not return within a six (6) month period shall lose the right to re-employment and shall refund the monies paid by Government.

- 3.6. Where service is within the probationary period, a period up to thirteen (13) weeks unpaid primary caregiver parental leave will be granted. Where a School Principal is confirmed in post, but service is less than twelve (12) months, a further five (5) weeks unpaid primary caregiver parental leave will be granted.
- 3.7. Where a School Principal is confirmed in post, but service is less than twelve (12) months, a period of eighteen (18) weeks unpaid primary caregiver parental leave will be granted.
- 3.8. Primary caregiver parental leave will be deemed to commence on the date of delivery or, depending on the circumstances, a date to be agreed to by both parties.
- 3.9. Public Holidays occurring during the period of parental leave shall not reckon against the entitlement to paid primary caregiver leave.
- 3.10. In the event of a stillbirth, paid secondary caregiver leave in full or in part, shall be at the discretion of the Commissioner of Education.
- 3.11. Annual leave entitlement may be added to the secondary caregiver entitlement with the prior permission/agreement of the Commissioner of Education.
- 3.12. Further periods of unpaid leave may be granted at the discretion of the Head of the Public Service upon application explaining the circumstances that exist concerning either the primary caregiver or the child and supported by a medical certificate. Decisions made in this regard by the Head of the Public Service will not be considered to have the effect of setting a precedent.

Secondary Caregivers:

- 3.13. A School Principal who takes on the role of a secondary caregiver, shall receive benefits akin to the biological father of a child.
- 3.14. Secondary caregivers shall, on application to the Commissioner of Education, be granted ten (10) days parental leave for the purpose of caring for a child or supporting the child's primary caregiver with pay on the condition that:
 - a) the School Principal has completed twelve (12) months of continuous service,
 - b) or will have done so by the expected date of birth of the child.
- 3.15. Where service is within the probationary period, up to five (5) days unpaid secondary caregiver parental leave will be granted. Where a School Principal is confirmed in post, but service is less than twelve (12) months, a further five (5) days unpaid secondary caregiver parental leave will be granted.
- 3.16. Where a School Principal is confirmed in post, but service is less than twelve (12) months, a period of up to ten (10) days unpaid secondary caregiver parental leave will be granted.
- 3.17. Secondary caregiver leave is not required to be taken in ten (10) consecutive days.
- 3.18. Public Holidays occurring during the period of parental leave shall not reckon against the entitlement to paid secondary caregiver leave.
- 3.19. In the event of a stillbirth, paid secondary caregiver leave in full or in part, shall be at the discretion of the Commissioner of Education.
- 3.20. Annual leave entitlement may be added to the secondary caregiver entitlement with the prior permission/agreement of the Commissioner of Education.

- 3.21. Further periods of unpaid leave may be granted at the discretion of the Head of the Public Service upon application explaining the circumstances that exist concerning either the primary caregiver or the child and supported by a medical certificate. Decisions made in this regard by the Head of the Public Service will not be considered to have the effect of setting a precedent.
- 3.22. Where both primary and secondary caregivers are School Principals, the employees shall determine which School Principal is to be assigned the role of primary caregiver and secondary caregiver.

4. Adoption Leave

- 4.1. In the case of adopting a newborn i.e., 0 - 6 months, the primary caregiver will be granted up to thirteen (13) weeks paid leave.
- 4.2. In the case of adopting an older child i.e., 7 months - 16 years, the primary caregiver will be granted up to four (4) weeks paid leave.
- 4.3. The secondary caregiver shall be granted leave under equivalent terms to the secondary caregiver provisions in the parental leave clause of this agreement.
- 4.4. Such leave begins the day that the child is taken home by the parent.
- 4.5. In the cases of Adoption, written verification by the Department of Child and Family Services (DCFS) indicating custody of the child with the intention to adopt must be presented to the Commissioner of Education.
- 4.6. In the case of primary caregiver and secondary caregiver, additional leave can be granted at the discretion of the Head of the Public Service.

5. Foster Care Leave

- 5.1. In the case of fostering a newborn i.e., 0 - 6 months, the primary caregiver will be granted up to thirteen (13) weeks paid leave.
- 5.2. In the case of fostering an older child i.e., 7 months - 16 years, the primary caregiver will be granted up to four (4) weeks paid leave.
- 5.3. The secondary caregiver shall be granted leave under equivalent terms to the secondary caregiver provisions in the parental leave clause of this agreement.
- 5.4. Such leave begins the day that the child is taken home by the Foster parent. In the event foster care ceases during this leave entitlement, this leave entitlement will no longer apply.
- 5.5. In cases of Fostering, written verification by the Department of Child and Family Services (DCFS) of the School Principal's status as a Foster Parent must be provided as required to the Commissioner of Education.
- 5.6. In the case of primary caregiver and secondary caregiver, additional leave can be granted at the discretion of the Head of the Public Service.

6. Sick Leave

- 6.1. A School Principal who is absent through illness during term time may be required to forward a medical certificate to the Commissioner of Education. If any such School Principal is absent for more than two (2) weeks further medical certificates must be forwarded each week during the period, unless leave of absence for a definite period has been granted.
- 6.2. Provided satisfactory evidence of incapacity of a School Principal is furnished in accordance with the above, the leave authority shall grant sick leave to that School Principal on full pay in accordance with his/her continuous years of service in Bermuda as follows:

Completed Years of Service	Leave Entitlement
Less than two (2) years	Five (5) weeks
More than two (2) but less than four (4)	Six (6) weeks
More than four (4) years	Fourteen (14) weeks

- 6.3. Service, which is recognized for superannuation purposes, shall also be recognized for sick leave purposes.
- 6.4. Sick leave exceeding two (2) consecutive days may only be granted with pay on production of a medical certificate.
- 6.5. The Head of the Public Service (HOPS) has the discretionary power to extend sick leave in cases of serious incapacity.
- 6.6. A School Principal may utilize up to a maximum of twelve (12) days of his/her full pay sick leave entitlement to care for his/her sick child, spouse or parent, on production of a medical certificate for any period exceeding two (2) days.
- 6.7. No School Principal shall be granted more than an aggregate of eight (8) days uncertified full pay sick leave in any period for an academic year. The Assistant Director (Schools) shall notify the Commissioner of Education of the eighth uncertified absence of a School Principal as it occurs. For the purpose of this Agreement a public holiday or other non-working day intervening between two (2) days of uncertified sick absence shall itself be counted as a day of uncertified sick absence.

7. Special Leave

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

8. Personal Leave

- 8.1. A School Principal will be allowed up to a maximum of seven (7) days leave per year: three (3) days without pay, and paid days according to the schedule below:

Years of Service	Leave Entitlement
0-9 years	One (1) paid day
10-14 years	Two (2) paid days
15-20 years	Three (3) paid days
20+ years	Four (4) paid days

- 8.2. Paid personal leave will not be granted at the beginning or at the end of the term or the end of the school year, on or immediately before or after professional development days, or immediately before or after a public holiday.
- 8.3. For clarification purposes, the stipulations for Personal Leave are separate and apart from any other leave entitlements as defined in this Agreement.
- 8.4. School Principals should endeavour to arrange appointments for urgent personal business such as doctors, dentists and lawyers or to attend to other urgent personal business during off-duty hours.
- 8.5. For the avoidance of doubt, the period of continuous service identified above includes service as a teacher.

9. Professional Growth

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

10. Study Leave

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

11. Professional Leave

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

12. Leave for Delegated Officials

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

13. Leave for Funerals

- 13.1. A School Principal may request leave of absence not exceeding three (3) working days for local deaths/funerals and not exceeding five (5) working days for overseas deaths/funerals, which shall be granted by the Commissioner of Education.
- 13.2. Such bereavement leave shall be granted in the case of the death the School Principal's great-grandparent, grand-parent, parent, foster parent, spouse, brother, sister, child, grandchild, great-grandchild, mother-in-law, or father-in-law, aunt or uncle, and any person who, at the time of death, is a closely associated member of the household, or resident in that household or for whom the School Principal has caretaker responsibilities.
- 13.3. Such approved bereavement leave is not required to be taken consecutively, but must be taken between the date of death and no later than three (3) working days following such local funeral, or five (5) working days following such overseas funeral.

Special Cases

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

14. Additional Leave

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

15. Leave to Take a Child to School

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

16. Leave for Child's Graduation

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

17. Convocation Leave

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

18. Deferred Salary Leave

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

For example:

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

19. Administrative Leave

- 19.1. Administrative Leave is granted in order to conduct an investigation and should not be viewed as a punitive measure. Where discipline proceedings are pending and an investigation of possible discipline offences are necessary, the Commissioner of Education may request in writing a period of Administrative Leave for a School Principal - pending investigation - to either the Head of the Public Service (Maintained Schools) or the relevant Board of Governors (Aided Schools)

Administrative Leave may be granted to any School Principal deemed necessary in order to safeguard the integrity of the investigation and to ensure the safety of those involved, whether directly or indirectly. This may include the alleged offender/perpetrator, witnesses, victim, or any other School Principal as deemed appropriate in the circumstances.

Ideally, Administrative Leave shall be for a period of no longer than 60 days. However, the period may be extended for further periods as may be strictly necessary at the discretion of the Head of the Public Service (Maintained Schools) or the relevant Board of Governors (Aided Schools).

- 19.2. When a School Principal is placed on Administrative Leave, the Government (Maintained Schools) or the relevant Board of Governors (Aided Schools) will inform the BPSU immediately via official written correspondence to the attention of the General Secretary.

- 19.3. The Commissioner of Education is to provide the School Principal with a brief summary of the nature of the allegations. This does not include the School Principal being told the identity of the person or persons making the allegations. In each case the Commissioner of Education should ensure that disclosure does not lead to a person being made aware of the individual who made the allegations.
- 19.4. If a School Principal is accused of violating the Children Act 1998 and Department of Child and Family Services determines that an investigation is required, the Commissioner of Education shall inform the Head of the Public Service (Maintained Schools) or relevant Board of Governors (Aided Schools) who shall place the School Principal on Administrative Leave with pay, pending the outcome of the investigation.
- 19.5. Notwithstanding that the Head of the Public Service (Maintained Schools) or Board of Governors (Aided Schools) may not yet have granted Administrative Leave, a School Principal may be asked by the Commissioner of Education to leave the place of employment immediately where the School Principal's presence in the workplace may pose a risk to his or her own safety or to the safety of others. In such cases, the Head of the Public Service (Maintained Schools) or the Board of Governors (Aided Schools) must be notified immediately and a formal request for Administrative Leave must be made to the Head of the Public Service (Maintained Schools) or the Board of Governors (Aided Schools) at the earliest opportunity. Further, in such circumstances, a School Principal can be re-assigned to another role either within the Ministry of Education or the Public Service in accordance with the established procedures for re-assignments as defined in this Agreement, the Conditions of Employment and Code of Conduct (CECC) and the Public Service Commission Regulations 2001.
- 19.6. A School Principal on Administrative Leave shall receive full pay. Where period of Administrative Leave exceeding six (6) months is required and all other opportunities listed above have been exhausted, the Head of the Public Service (Maintained Schools) or Board of Governors (Aided Schools) in consultation with the BPSU, may determine whether the School Principal shall be placed on less than full pay. If the allegations against a School Principal are not proven, any remuneration withheld shall be returned.
- 19.7. Investigations of possible discipline offences shall commence and conclude as soon as reasonably practicable and shall be directed by the Commissioner of Education (Maintained Schools) or Board of Governors (Aided Schools). In no circumstance shall the Commissioner of Education (Maintained Schools) or Board of Governors (Aided Schools) defer the investigation of an allegation of a discipline offence pending the outcome of the investigation of any other body, save where the investigation of an allegation of a discipline offence may materially interfere with a criminal investigation.
- 19.8. Any School Principal convicted in a court of law of an offence against the Children Act 1998 will have his/her employment with Government terminated with effect from the date of the conviction or the date he/she pleads guilty, whichever occurs first.

SCHEDULE V – GRIEVANCE PROCEDURES

1. Grievance Procedure in Maintained Schools

1.1. Should there be any School Principal or group of School Principals covered by this Agreement, who shall wish to settle any grievance, dispute or misunderstanding, every effort will be made by both parties to settle such grievances promptly in the manner prescribed below.

1.2. **STEP 1**

The aggrieved School Principal(s), with or without Union representatives, shall take up the matter in writing with the Commissioner of Education, if appropriate to do so, and the matter shall be dealt with within ten (10) school days from the initial presentation. The decision shall be communicated in writing.

1.3. **STEP 2**

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

1.4. **STEP 3**

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

1.5. **STEP 4**

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

A Committee of Three shall be persons selected jointly by the School Principal, or the Union acting on his/her behalf, and the Commissioner of Education. Committee members may be members of the Public Service and/or external disinterested parties of recognized competence, all of whom are experienced and impartial.

If the parties are unable to agree upon a Committee of Three within seven (7) working days following the receipt by the Labour Relations Manager of the notification to submit the grievance to arbitration, the grievance will be submitted to a single arbitrator, who may be a Public Officer, to be selected by the Labour Relations Manager.

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

2. Grievance Procedure in Aided Schools

- 2.1. Should any School Principal wish to settle any grievance, dispute or misunderstanding with the School Board, every effort will be made by both parties to settle such grievances promptly in the manner described below.
- 2.2. **STEP 1**
The aggrieved School Principal, with or without representatives from the Union, shall take up the matter with the School Board. The School Board shall deal with the matter within ten (10) school days and make their decision known in writing.
- 2.3. **STEP 2**
Should a settlement not be reached at Step 1, then the aggrieved School Principal may, within ten (10) days of the receipt of the decision of the School Board, refer the matter in dispute to the Labour Relations Manager for mediation.
- 2.4. **STEP 3**
Should a settlement not be reached at Step 2, the School Principal, with or without Union representation, may submit the grievance to a 'Committee of Three' or to a single arbitrator.

Committee of Three shall be persons selected jointly by the School Principal, or the Union acting on his/her behalf, and the School Board. Committee members may be members of the Public Service and/or external disinterested parties of recognized competence, all of whom are experienced and impartial.
- 2.5. **STEP 4**
If the parties are unable to agree upon a Committee of Three within seven (7) working days following the receipt by the Labour Relations Manager of the notification to submit the grievance to arbitration, the grievance will be submitted to a single arbitrator, who may be a Public Servant to be selected by the Labour Relations Manager.

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

SCHEDULE VI - DISCIPLINARY PROCEDURE

1. Disciplinary Procedure for School Principals in Maintained Schools

- 1.1. The Disciplinary Procedure shall be as per the *General Orders of Teachers 1974*, *CECC*, and *Public Service Commission Regulations 2001* and any subsequent amendments. These procedures will remain in effect until changes are agreed at formal negotiations.

2. Disciplinary Procedure for School Principals in Aided Schools

2.1. STAGE I

Informal Advice and Warning

This will be given verbally to the School Principal concerned by their Assistant Director, Director, Commissioner of Education or Permanent Secretary to clarify and specify the improvement required. A recommendation may be made at this time for improvement solutions. Failure to make the specified improvement will result in progression to Stage II.

2.2. STAGE II

Formal Written Warning

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

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

2.3. STAGE III

Final Written Warning

The Assistant Director, Director, Commissioner of Education or Permanent Secretary will give the individual concerned, in the presence of their representative, a final written warning stating that failure to make the required improvements in a specified time will lead to disciplinary action being taken. This final written warning will be confirmed in writing, a copy of which will be sent to the Commissioner of Education. A final written warning will be removed from the School Principal's personnel file provided that the corrective behaviour has been maintained for a period of twenty-four (24) months.

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

2.4. STAGE IV

Penalties

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

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

3. Termination of a School Principal in Aided Schools

- 3.1. The School Board of Governors shall not dismiss or retire a School Principal without giving them an opportunity of appearing before the School Board of Governors accompanied, if they so desire, by a Union official.

- 3.2. Notwithstanding any term to the contrary in a School Principal's contract of employment, no School Principal who has served in a school for such time that would result in a pension being awarded to them under the Public Service Superannuation Act 1981, if the termination of their service were to take place on one of the grounds specified in the Act (whether or not this is the ground upon which the School Board desires to terminate their services) shall be dismissed or retired without:
- 3.3. The approval of the appropriate authority, under that Act, in the case of retirement on grounds where the approval of such authority is a condition to the granting of a pension.
- 3.4. The approval of the Minister in all other cases.
- 3.5. School Principal retired or dismissed with the approval of the Minister under paragraph on grounds other than misconduct may, for the purposes of claiming a pension under the Public Service Superannuation Act 1981, require the Minister to certify to them the grounds on which they were retired.
- 3.6. Nothing in this rule shall apply:
- 3.7. Where a School Principal has been engaged for a period of time fixed in their contract, to the termination of a School Principal's employment at the end of such period.
- 3.8. To the dismissal of a School Principal during their period of probation.

ADDENDUM: STATEMENT OF EMPLOYMENT

1. The full names of the employer and employee;
2. The date when the employment began;
3. The job title and brief description of the work for which the employee is employed;
4. The place or places of work;
5. The gross wage or the method of calculating it, and the intervals at which it is to be paid;
6. The normal days and hours of employment or, where the job involves shift work, the normal pattern of the shifts;
7. The entitlement to holidays, including public holidays, and paid vacation leave;
8. The entitlement to rest days and meal breaks;
9. The entitlement to overtime pay or hours in lieu and the rate of overtime pay or the method of calculating it
10. The terms relating to incapacity for work due to sickness or injury, including provision for sick leave;
11. The length of notice which the employee is obliged to give, and entitled to receive, to terminate his contract of employment;
12. Details of any pension provided, whether under the *National Pension Scheme (Occupational Pensions) Act 1998* or otherwise;
13. Any disciplinary and grievance procedures applicable;
14. Where the employment is not expected to be permanent, the period for which it is expected to continue or, if it is for a fixed term, the date on which it is to end;
15. Any probationary period;
16. Any dress code;
17. The existence of any collective agreement which directly affects the terms and conditions of the employment;
18. Where the employment is pursuant to a work permit, the date of issue and expiry of that work permit, any employment-related conditions (including any requirement to work at more than one location) and any immigration restrictions set out in the work permit;
19. The existence of the employer's written policy against bullying and sexual harassment in the workplace and how the policy can be accessed;
20. Such other matters as may be prescribed.

EXPLANATORY NOTE - the Public Service Superannuation Act 1981

1. This note is a summary of provisions contained in the *Public Service Superannuation Act 1981*. When a problem arises, reference should be made to the Act and any subsequent amendments along with the *Government of Bermuda Extending Employment Beyond Age 68 Policy*.
2. The main provisions of the Act, are detailed as follows:
 - a) Pension Scheme is 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 is sixty-eight (68) years.
 - e) Subject to the approval of the Head of the Public Service, an employee may continue in the public service until the maximum age of seventy (70) years.
 - f) An employee shall serve not less than eight (8) continuous and contributory years with the Government of Bermuda to qualify for the payment of a pension.
 - g) The maximum to be allowed to count for the purposes of pension computation shall be forty (40) years.
 - h) Pensions shall be computed as follows:

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

- i) For the purposes of computation, the final basic salary or wage on date of retirement shall be the basis for calculation.
- j) Pensions will be reviewed at regular intervals of two (2) years in accordance with *The Pension (Increase) Act 1972*.

MEMORANDUM OF UNDERSTANDING

The Ministry of Education will use its best efforts to provide master keys to schools on a phased basis in line with the ongoing transformation of the Public School system.

GLOSSARY

TERM	ARTICLE / SCHEDULE	DEFINITION
SPOUSE	<i>Schedule IV - Leave</i>	The term 'Spouse' is defined as the partner of a School Principal through marriage or domestic partnership in the legally recognized union of two people in a personal relationship.

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Government of Bermuda

The Ministry for the Cabinet Office

PUBLIC SERVICE NEGOTIATION TEAM

December 20th, 2023

Lloyquita Symonds
Assistant General Secretary
Bermuda Public Services Union
2 Angle Street
Hamilton HM10

Dear Madam Assistant General Secretary,

RE: Letter of Intent

to update the Policy and Procedures Manual for Principals of September 2005 (“the Manual”)

The Public Service Negotiating Team (“PSNT”) representing the Government of Bermuda hereby provides this Letter of Intent to the Bermuda Public Services Union (“BPSU”) representing School Principals (formally the Association of School Principals) to indicate an intention to update the above captioned Manual.

We recognise that as neither party has attempted to engage in a review of this Manual, it is now outdated. The Manual is outdated, this letter serves as agreement by both parties to abide by Article 29.1 of the Collective Bargaining Agreement (CBA) which states: “*The Policy and Procedures Manual will be updated according to the cycle of the CBA by the Human Resources Policy Committee that consists of equal numbers from the Government and the Union.*”

The Terms of Reference of the Committee established to review and update the Manual will be determined by the Parties. The process to update the Manual will commence within three (3) months after the ratification of the 1st September 2020 to 31st March 2025 CBA. Meetings may be held in-person, remotely or hybrid as determined to which members of both Parties will adhere to mutually agreed ground rules.

I thank you for your attention to this matter and should clarifications be required, please do not hesitate to contact me through the PSNT’s Negotiations Coordinator.

Sincerely,

Stephen Todd

Chairman of the Public Service Negotiation Team

SIGNATURES

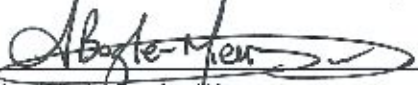
For and on behalf of:

THE BERMUDA PUBLIC SERVICES UNION




Sis. Lloyquita Symonds
BPSU Assistant General Secretary

24th April 2024
Date



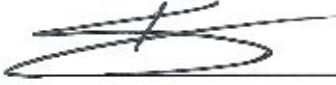
Sis. Linda Bogle-Wienzer
BPSU Labour Relations Officer

24 April 2024
Date




Sis. Keisha Douglas
School Principal

24th April 2024
Date



Sis. Kennelyn Smith
School Principal

24th April 2024
Date

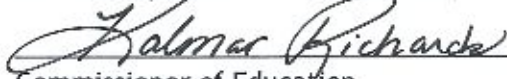


Sis. Julie Foggo
School Principal

24th April 2024
Date

For and on behalf of:

THE GOVERNMENT OF BERMUDA



Commissioner of Education

24th April 2024
Date



Permanent Secretary, Education

24 April 2024
Date



Head of the Public Service

24 April 2024
Date



Financial Secretary

24th April 2024.

Date

