

**DRAFT**

**COLLECTIVE BARGAINING**

**AGREEMENT**

**Between**

**THE BARBADOS UNION OF**

**TEACHERS**

**and**

**THE MINISTRY OF THE CIVIL**

**SERVICE**

**September 01, 2008 to June 30, 2009**

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## PREAMBLE

This agreement is entered into by and between the Barbados Union of Teachers hereinafter called the Union and the Ministry of the Civil Service, hereinafter called the Ministry.

The intent of this Agreement is to set forth and record in one document the basic and full agreement between the parties on those matters pertaining to duties and responsibilities, rights and privileges as it relates to conditions of employment for teaching personnel included in the bargaining unit.

Whereas the parties have reached certain understandings which they desire to confirm, and

Whereas the Union and the Ministry recognize and declare that providing a quality education for the children of Barbados is their mutual aim, and that effecting such a provision is contingent on high levels of teacher efficiency, satisfaction and commitment.

**IT IS HEREBY AGREED AS FOLLOWS**

**ARTICLE 1**

**STATUS OF AGREEMENT**

A. Recognition

The Ministry recognizes The Barbados Union of Teachers hereinafter called the Union as the main bargaining agent with respect to employment relations, the negotiation of an Agreement, or any question arising there under, for the term hereof, of all permanent, temporary, full time, and part time teachers employed by the Ministry.

B Ministry Policies

This agreement shall modify, replace, or add to any policies, rules, regulations, procedures and practices of the Ministry which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and become a part of the rules and regulations, practices and procedures which are consistent with this Agreement.

C Copies

There shall be two signed copies of the final Agreement for the purpose of records. One shall be retained by the Ministry and one by the Union. The cost of reproducing this Agreement shall be shared by the Ministry and the Union.

#### D Limitations

The purpose of this Article is to recognize the right of the bargaining agent to represent Educators (*teachers, tutors, instructors, guidance counsellors...*) in the bargaining unit in negotiations with the Ministry. Granting of recognition is not to be construed as obligating the Ministry in any way to continue any function or policy. The Ministry reserves the right to create, combine, or eliminate any positions it judges necessary, subject to the terms of this Agreement and the Constitution of Barbados, and the Public Service Act 2007-41.

## ARTICLE 2

### NEGOTIATION OF A SUCCESSOR AGREEMENT

#### A Deadline Date

The parties to this Agreement agree to commence collective bargaining on a successor agreement subsequent to January 1, of the year of the expiration of this agreement, and prior to the expiration of this agreement.

#### B Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument, in writing, duly executed by both parties.

## ARTICLE 3

### UNION COMMUNICATIONS AND RIGHTS

#### A Information

The Ministry shall have the discretion to issue circulars to teachers. However, circulars on matters relating to labour relations shall at all times be communicated to the Union

The Ministry shall supply the Union with all circulars sent to institutions and or departments that the union represents

#### B International Assistance

The Union shall have the right at any time to have the assistance of representatives of any recognized Trade Union, National, Regional or International, when dealing or negotiating with the Ministry. Such representatives, on notifying the appropriate authority, shall be permitted to visit the employer's premises in order to investigate and assist in the settlement of a grievance.

#### C Right of Access to school plant

The Union shall be granted admittance by the Ministry to any public school or educational institution, during normal working hours to investigate specific complaints and or for consultation with its members.



## ARTICLE 4

### MANAGEMENT RIGHTS

The Ministry retains and reserves unto itself all powers, rights, and authorities, duties, and responsibilities conferred upon and invested in it by the laws and the constitution of Barbados. Such powers, rights, authorities, duties, and responsibilities shall include, but are not limited to:

1. The executive management and administrative control of the school system and its properties and facilities.
2. Determining qualifications and conditions of employment, dismissal, demotion, and promotion of all employees, subject only to the provisions of the law and the specific provisions of this Agreement

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities, and the adoption of policies, rules, regulations, and practices shall be limited only by the specific terms of this Agreement. In the event of a conflict between the aforementioned and the terms of this Agreement, the Agreement shall be controlling.

## ARTICLE 5

### QUALIFICATIONS FOR TEACHING AND ADMINISTRATIVE POSTS

Qualifications for the various teaching posts including Principal and Deputy Principal should be in accordance with the terms and conditions as set out in the Civil Establishment (Qualifications) Order 2001.

#### **Appointments/Assignment to Senior Teaching and Administrative Posts**

Teachers who hold any of the following are eligible for the post of Principal and Deputy Principal.

A degree from an approved University and at least, one (1) of the following qualifications in Education or Educational Administration and Supervision:

A Degree (which should be by examination),

(b) A Diploma in Education; OR

(c) A Certificate in Education or Education Administration and Supervision

Teachers with the following qualifications are eligible for head of department

(a) At least five (5) years teaching experience in one or more of the subject areas;

(b) A recognized university degree or equivalent

(c) A successful completion of an approved course of professional training

Teachers who are qualified non graduate or trained graduate with not less than ten (10) years' teaching experience are eligible for Senior Teacher

position.

A **graduate teacher** should hold;

- (a) A degree awarded by a University within the Commonwealth recognized by the Ministry for the purpose of awarding degrees;
- (b) Any qualification approved by the Minister as being equivalent to a degree.

### **Teacher (Special Grade)**

**Teacher (Special Grade) is one who:**

- (1) is employed in full-time teaching or part-time teaching amounting to more than half the total periods on the timetable of a particular subject or particular combination of subjects approved by the Minister, and
- (2) Possesses such qualifications in relation to the subject he/she teaches as the Minister approves.

The qualifications for Teacher (Special Grade) are:

- (i) Basic academic requirements for entry to the teaching service plus a certificate or diploma in one of the relevant subject areas approved for the purpose, such certificate or diploma having been gained after not less than two (2) years of full-time study (or a period of study considered to be equivalent) at an approved institution; OR

(ii) A qualified teacher who has gained a certificate or diploma in one of the subject areas approved for this purpose after a course of study of not less, than one (1) year at an approved institution.

### **Qualified Teacher**

A Diploma or Certificate of training recognized by the Minister of Education e.g. The Erdiston Teachers' Training Certificate

### **Teacher**

- (i) Four (4) subjects including English Language at General Proficiency I or 2 OR
- (ii) Three (3) subjects at General Proficiency I and 2 including English Language and two (2) subjects at Basic Proficiency I and or General Proficiency 3 or a combination of both Basic Proficiency I and General Proficiency 3;
- (iii) Effective from 1998, CXC General Proficiency Grade III has been accepted as a passing grade.

### **Appointment/Assignment to Senior Teaching and Administrative Posts Permanent**

1. Permanent and acting appointment to posts of Principal and Deputy Principal as well as assignment as Head of Department and Senior Teacher are made by the Governor General on the recommendation of the Public Service Commission.

Recommendations require the views of the Ministry of Education before they are submitted to the Chief Personnel Officer, Personnel Administration Division.

2. Acting appointments to positions of Head of Department, Senior Teacher etc., for persons on a term's vacation leave, should be up until the end of the vacation period and not the end of the school term.

### **Permanent Appointments to Other Teaching Posts**

1. Permanent appointments to teaching posts up to Graduate Teacher are made by the Chairman of the Public Service Commission in accordance with the Delegation of Functions (Public and Police Services) (Miscellaneous Provisions) Order, 1 974.

2. While Section 2.2 of the General Orders for the Public Service state that as a general rule only persons of Barbadian nationality will be appointed permanently in the Public Service, persons who hold permanent resident status are also considered eligible for appointment.

3. Recommendations for permanent appointments should be submitted to the Ministry of Education for comments before they are sent to the Chief Personnel Officer, Personnel Administration Division.

4. Under the Civil Establishment Teachers Order, the 2564 posts are not assigned to specific subject areas. Where vacancies occur, priority consideration should be given to the appointment of long term temporary teachers whose service has been satisfactory.

5. First appointments are normally subject to a probationary period of one (1) year and to medical fitness in accordance with the Public Service Regulations, 1978.

Where teachers have been passed as medically fit and have satisfied their probationary periods, confirmation of their appointments should follow within three months after the expiration of the probationary period once all of the probationary reports have been submitted to the Ministry in a timely manner.

Any teacher who may have experienced a delay in the confirmation of appointment and who has been paying National Insurance Contributions at the higher rate applicable to temporary employees should be entitled to reimbursement of the said monies retroactively with interest as a compensation for the inconvenience suffered as a result of administrative tardiness.

### **Temporary Appointments to Teaching Posts**

(1) Temporary appointments to teaching posts up to Graduate Teacher level are made by Boards of Management of Secondary Schools acting on behalf of the Chief Education Officer. The Chief Education Officer has the legal authority for the temporary appointment of teachers under the Delegation of Functions (Public and Police Services) (Miscellaneous Provisions) Order, 1974.

(2) Where it is known to a School that the services of a temporary full-time teacher will be required for a full academic year, the letter of assignment should be from 1 September to 31st August. On the other hand, where a teacher's service is only

required for a term, the letter of assignment should be from the start of the school term until the end of the period for which vacation pay is due.

(3) Temporary Teachers should normally be drawn from the Prequalification list which is compiled by the Ministry of Education and sent to school periodically. However, temporary positions may also be filled through advertising the posts in the press.

Notification of Vacancies: Before the end of the third term of the academic year the Ministry shall furnish the Union with information on the number of vacant established posts so as to ensure that those vacancies are filled in a timely manner.

## ARTICLE 6

### TEACHING CONDITIONS

#### A. Telephone Use:

Arrangements may be made with the Principal for the use of a telephone to allow privacy for conversations when making confidential calls regarding students.

#### B. Reference Library:

The Ministry and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Ministry shall provide a teacher reference library (print and electronic) in each school and include therein all texts which are reasonably requested by the teachers of the school and are collectively agreed upon by the librarians and principal within the funds allocated.

#### C. Safety:

Teachers shall not be required to work under unsafe or hazardous conditions, or to perform tasks, which endanger their health, safety, or well being. The Health and Safety at Work Bill 2007 shall guide teachers in this area.

#### D. Inclement Weather and School Closures:

The Chief Education Officer or the Principal of the school may call for school closures due to inclement weather or for other emergency situations.

When school is closed due to transportation problems caused by inclement



weather, teachers shall not be required to report for work.

When school is closed due to water outages, bomb scares and such unforeseen circumstances which render the conduct of teaching and learning impossible, teachers shall not be required to remain at school.

## ARTICLE 7

### TEACHERS' SALARIES

The salary scales for teachers shall be as follows:

Principal, Secondary School	S 4
Deputy Principal, Secondary School	S 6
Principal, Nursery, Primary,	S 6
Principal, School for the Deaf and Blind	S 8
Graduate Teacher	Z.15- 7Q.B Z.6-2
Teacher (Special Grade)	Z.22-7 Q.B. Z 6-5
Qualified Teacher	Z 22-Z 8
Teacher	Z.36 – Z.24

### QUALIFICATION BARS (Q.B)

- (1) There shall be two Qualification Bars in the Teachers' Salaries Scales. One is in the Graduate scale at Z. 7 and the other in the teacher Special Grade scale at Z. 7 also.
- (2) A Graduate shall not be paid salary beyond the Qualification Bar unless he or she has successfully completed a teacher's professional training course such as the Erdiston Certificate or the Diploma in Education.
- (3) No member of the teaching staff of a Government aided or Government maintained school, after reaching the point in the scale where the

- Qualification Bar applies shall receive any further increment in that scale unless he/she obtains (1) an Erdiston Certificate or Associate Degree, (2) a Diploma in Education, (3) a Doctorate or an advanced Degree by examination or (4) a certificate of training approved by the Minister of Education.
- (4) Persons who were in a post at 1988-03-31 and who were already receiving salary at or above Z 7 prior to May 1990 can proceed up the scale but not beyond Z.5 without satisfying the requirements for passing the Qualification Bar.
- (5) Persons who were in post on 1988-03-31 and continued acting, but not receiving salary at or above Z.7 at 1990-05-01 shall be allowed to proceed to Z.5 before having to satisfy the requirements for the passing of the Qualification Bar.
- (6) Persons who were engaged after 1988-03-31 and who do not satisfy the requirements for passing the Qualification Bar shall not be paid salary beyond Z. 7.
- (7) Graduate Teachers who were appointed to the service after 1990-05-07 do not qualify for an increment for every two years of continuous service. Increments should not be awarded if previous non-graduate service was outside of Barbados or was broken by resignation.
- (8) Qualified teachers / Teacher (Special Grade) who are permanently appointed after 1990-05-07 and who subsequently become Graduate Teachers, shall be paid two (2) increments on the basis of Section 4(1) (d) of the Civil Establishments (Teachers) Order 1999.

(9) A trained graduate teacher of a Government aided or Government maintained school, after reaching the point in the scale where the Qualification Bar applies and obtains an advanced degree (Master's or Ph.D) in education or related field shall receive two increments for the Master's and two increments for the Ph. D.

### **SALARY FOR PART TIME TEACHERS**

Part time teachers shall be paid by the hour according to the level they are they are teaching. The current rate per hour is \$48.47 for "O'Level and \$55.98 for "A "Level. Boards of Management shall monitor monthly payments made to part time teachers to ensure that part time teachers are not earning more than the full time teachers. Part time teachers shall be paid for Public Holidays that fall within the school week.

### **PAYMENT OF SALARY TO TEMPORARY / FULL TIME TEACHERS DURING VACATION PERIODS**

(1) Where an appointment is held for two consecutive terms or where a temporary teacher serves for two consecutive terms in different temporary appointments, salary shall be paid for the vacation period following the second term of service.

- (2) Where an appointment is held for one term, salary shall be paid for the vacation leave following up to a limit of four weeks provided that where a temporary teacher is re-engaged for the ensuing term, salary should be paid retroactively for any part of the previous vacation period for which salary was not paid.
- (3) A temporary teacher who is employed for less than a full term but in excess of eight (8) weeks shall not be paid for more than four (4) weeks of the subsequent vacation.
- (4) If a temporary teacher serves a full term at one school and is assigned to another school from the following term, the second school shall pay the remaining portion of the vacation pay.
- (5) If it is clear that a temporary teacher is being assigned for a full term, the assignment letter should be structured to cover up to the expiry date for which vacation pay will be due.

#### **PAYMENT OF SALARY TO PART TIME TEACHERS**

#### **DURING SCHOOL VACATION PERIODS (SECONDARY)**

A part time teacher shall be paid a salary during vacation periods, once he / she has been engaged for a period of not less than two (2) consecutive terms and his / her schedule represents not less than fifteen (15) periods of teaching per week. The salary shall be paid on the basis of the pay earned during the preceding term.

## ARTICLE 8

### INCREMENTAL CREDIT

#### Graduate Teacher

A Graduate teacher shall be paid two increments for an Honours Degree or equivalent qualification and two increments for the Diploma in Education or equivalent qualification. Two increments shall be awarded for a Master's Degree which is considered to be equivalent to a first or second class Honours Degree for the awarding of increments. The total number of increments for qualifications should not exceed four increments.

The award of incremental credit for the Master's Degree is only permitted where the teacher has a first degree with a pass.

#### Qualified Teacher

A qualified teacher who completes a course of at least one academic year in a special subject approved by the Minister of Education or has other specialist qualifications approved by the Minister is eligible for two increments provided that the maximum of the scale is not exceeded.

#### TEACHER (Special Grade)

A teacher who is considered Special Grade shall be granted increments in accordance with the regulations under the Teachers Order.

Special Grade Teachers who have professional teachers' training certificates shall be allowed to advance beyond the Qualification Bar (QB7) to the maximum of the scale at Z5.

### **UNTRAINED NON-GRADUATE TEACHERS**

An untrained non-graduate shall be granted one increment above the minimum salary for every O-Level or equivalent above 4 'O' Levels and two increments for every "A" level.

Teachers in the scale Z36 - Z24 and who are teaching commercial subjects and are teaching the subjects shall be awarded incremental credit on the same basis as the wider public service. The areas are as follows: English for Business Communication Pitman's Examination Institute; Advanced Typewriting- Pitman's Examination Institute; Private Secretary's Certificate- London Chamber of Commerce & Industry.

Teachers in the scale Z36 -24 shall be awarded 4 increments for Associate Degrees from the Barbados Community College. Teachers in the scale Z36-24 may be shall be granted four increments for the Certificate in Information Technology from the University of the West Indies.

The complement of increments for "O" and "A" Level subjects and Associate Degrees shall not exceed f five increments.

## **INCREMENTAL CREDIT TO NEW ENTRANTS TO TEACHING SERVICE**

New entrants to the Teaching service shall be granted one (1) increment for each completed year of teaching experience.

A new entrant to the teaching service in the graduate scale who had previous teaching experience at both the graduate and non graduate level would only be paid increments for the Graduate experience.



## **ARTICLE 9**

### **ALLOWANCES**

#### **PRINCIPALS**

A Principal and Deputy Principal of a Secondary School and a Principal of a Primary School shall be paid (a) full telephone allowance (93.75), (b) a commuted travelling allowance of \$550 monthly and (c) an entertainment allowance of \$498 monthly. All allowances due to a Principal/Deputy Principal shall be paid even though he / she is on one term's leave.

#### **HEADS OF DEPARTMENT**

All Heads of Departments shall be paid a pensionable allowance which is computed on the basis of the difference between salary points Z .3 and Z. 1. This allowance shall be paid to the permanently assigned Head of Department who is on a term's leave.

#### **SENIOR TEACHERS**

A senior teacher shall be paid an allowance on the same principles and conditions as for Heads of Department

A Senior Teacher who becomes a Head of department or Information technology Co-ordinator should not be paid both allowances

## **PHYSICAL EDUCATION TEACHERS**

An allowance computed on the basis of the difference between salary points Z.3 and Z1 shall be payable to all Games Master and Games Mistresses. The allowance shall be pensionable and should be paid while the teacher is on a term's leave. Conditions for payment are as follows:

Allowance should be paid to the person who is responsible organizing games in the school whether that institution is Primary or a Secondary school.

In co-educational schools the full allowance should be paid to both teachers responsible for and performing the duties of Game Master or Games Mistress.

Physical Education teachers who have a full schedule of teaching duties and are responsible for the organizing of games should be paid the games allowance.

## **INFORMATION TECHNOLOGY COORDINATOR**

Information Technology Coordinators shall be paid a pensionable allowance equivalent to that paid to Senior Teachers, Games Teachers and Heads of Departments.

## **PROTECTIVE CLOTHING**

Teachers of practical subjects like Metal Work and Woodwork shall be provided with protective clothing on a yearly basis or as the need arises.

## **ARTICLE 10**

### **LOANS AND TRAVELLING ALLOWANCES**

All Principals of Primary and Secondary schools shall be granted car loan facilities according to the Public Officers Loan and Travelling Allowances Regulations. The current ceiling of \$50,000.00 shall be reviewed from to time.

## ARTICLE 11

### LEAVE

#### A. PAID LEAVE

##### TERM'S LEAVE

A teacher is eligible for a term's leave after fifteen years and a subsequent term's leave after every five years. The Principal and Deputy Principal in the Secondary school as well as the Principal in the Primary school are eligible for this leave after four years (twelve terms).

The deadline date for the receipt of applications for a term's leave for any financial year should be submitted by December 31 of the preceding year.

#### B SICK LEAVE

The annual sick leave allowance shall be 14 days for Temporary and Part-Time teachers and 21 days for Permanent Teachers. The sick leave allowance includes both certified and uncertified leave.

#### MATERNITY LEAVE

Any female teacher, appointed or temporary who has been employed for 12 months continuously qualify for four months maternity leave under the General Orders. The National Insurance department shall pay for the first twelve weeks. If an appointed teacher wishes the 4<sup>th</sup> month, payment is

made as follows for the four month:

If the fourth month coincides with the school term half-pay is made by the employer.

If the fourth month coincides with the school's vacation period, full pay is made by the employer.

Temporary teachers do not receive any pay from the employer during the period of maternity leave.

Where there is a loss of income during maternity leave, the employer is required to pay the difference between the maternity benefit and the substantive salary of the teacher during the period that the benefit is being paid. This arrangement is only applicable where female teachers' salaries are above the National Insurable Earnings threshold of \$35,550 per month.

#### **D SPECIAL LEAVE**

Special Leave should be granted to teachers who

Are officers of the Barbados Defence Force attached to the Barbados Cadet Corp or the Barbados Regiment to attend training or annual camps.

Are members of the Boy Scouts Association or Girl Guides Association and have been chosen by these organizations to attend gatherings of an international character connected with the organizations.

Have been selected by the proper authorities to represent Barbados or the West Indies in international sporting events.

Have been selected by the Barbados Union of Teachers to attend courses or seminars.

## **STUDY LEAVE**

1. Teachers shall be allowed a maximum of twenty (20) working days' study leave in any calendar year with full pay at the rate of ten (10) days for each semester to prepare for and write examinations or to complete theses at the post graduate level.
2. Temporary teachers with service in excess of one (1) year shall be granted short periods of study leave on the same basis as for permanently appointed teachers.

## **E TRAINING LEAVE**

Full pay shall be given to any teacher who is selected for Training Leave.

.The Government shall be responsible for making the arrangements for the training course

The Government shall look after all expenses including airfare, accommodation and book allowance etc.

**F      PATERNITY LEAVE**

A male teacher is eligible for three (3) working days Paternity Leave provided that:

A medical certificate is furnished stating the expected date of delivery not less than three (3) months before the date of his spouse's confinement.

The term spouse for the purpose of this provision includes common law relationships.

For the purpose of this provision, the teacher shall be required to register with the Employer the name of his common-law spouse, provided that the teacher shall be entitled to register ONLY ONE spouse.

**G      BEREAVEMENT LEAVE**

1. Teachers shall be granted three (3) days Bereavement Leave for a local situation, and where the officer has to travel overseas the period shall be one week, for the purpose of attending to the death, funeral, memorial service or settling the estate of the decease.

2. Bereavement Leave shall be allowed for the death mother, father, brother, sister, child or spouse.



3. In the event of unusual travel or personal problems in connection with the use of Bereavement Leave, additional days may be granted by the Employer.
4. Bereavement Leave may not necessarily be taken as consecutive days where the circumstances warrant use of the leave in some other fashion.

## H ELECTION LEAVE/ PARLIAMENTARY LEAVE

- 1 An appointed teacher of at least three (3) years standing in the Union, shall on application, be granted leave of absence to contest General Elections for House of Assembly.
- 2 This Leave of Absence shall be No Pay Leave for a period not exceeding six (6) months.
- 3 In the event that the member is unsuccessful, that member shall return to his /her original post or one of equivalent status with all benefits in tact. The resumption of duty must be at the beginning of a school term.
- 4 Should the teacher be elected to office in the House of Assembly the teacher should have the right to apply for Leave of Absence without pay for the duration of his term of office and in order to attend parliamentary meetings.

- 5 A teacher granted leave under the provision at (4) above should retain his/her benefits in the Teaching Service including the rights to earn increments and be considered for promotion.
- 6 Where a teacher is a Member of Parliament and given a Ministerial Portfolio, he should be required to relinquish his post.
- 7 Where a teacher becomes a Senator and his is appointed a Minister or Parliamentary Secretary he/she should be required to relinquish his teaching post.

## ARTICLE 12

### REPORTS

All reports on teachers being submitted to the Ministry must be shown to, and signed by the said teachers before they are forwarded to the Ministry.

Any teacher who does not agree with the contents of a report made on him is obligated to sign the report; however, he/she should indicate the non-acceptance of the contents of the report.

No material derogatory to a teacher's conduct, character, personality or service shall be placed on the teacher's file without the teacher's knowledge.

The teacher has a right to have rebuttal documents placed on his/her file in the case where there has been a contentious written report.

## ARTICLE 13

### EVALUATION

#### Purpose:

The primary purpose of evaluation shall be improvement of instruction and the measurement of teacher effectiveness, but nothing contained herein shall be construed to limit the use of the said evaluation to those particular purposes, it being understood that they may be utilized for all lawful purposes in determining the teacher's status with the teaching profession.

The process must be continuous and constructive to work. It must take place in an atmosphere of mutual trust and respect. It is designed to encourage productive dialogue among staff to promote professional growth and development.

#### Process:

Evaluation of teaching and administrative performance shall be in accordance with the guidelines set out in the Revised Teacher Evaluation Instruments 2005. Failure to adhere to the fore mentioned guidelines shall render the evaluation process null and void.

## ARTICLE 14

### JUST CAUSE

No teacher shall be disciplined, which shall mean reprimanded in writing, reduced in compensation, or suspended without pay, without just cause. Just cause, as used herein, shall require the Employer to show that the action has an actual basis in the facts relied upon when the action was taken and that the discipline by the Employer is reasonably related to the alleged action.

## **ARTICLE 15**

### **DISCIPLINE OF TEACHERS**

Teachers who hold permanent appointments in the public service are subject to the Service Commission (Public Service) Regulations, 1978 and the Public Service Act 2007-41.

In the event that a teacher is not satisfied with a ruling of the Service Commission, he/she should have recourse to the Public Service Appeal Board of the Public Service Act or the local Privy Council in accordance with Sections 98A and 98 of the Barbados Constitution.

A permanently appointed teacher can only be dismissed by the Governor General on the recommendation of the Public Service Commission.

### **DISCIPLINARY PROCEDURES FOR PERMANENTLY APPOINTED TEACHERS**

The Code of Conduct and Ethics and the Code of Discipline set out in the Public Service Act shall be followed.

The Grievance Handling Procedure in the Public Service Act, along with the procedures set out in the proposed agreement, shall form the basis for settling grievances.

Further any verbal/ written formal complaint regarding a teacher made to any member of the school Administration by the parent, student or other person that

may influence his/her evaluation or result in discipline of that teacher, or that will result in a note being placed on his/her file shall be processed according to the following procedures:

- A. The principal shall meet with the teacher to apprise him/her of the nature of the complaint within seven working days.
- B. There should be an attempt to resolve the matter informally.
- C. The teacher shall have the right to have a Union representative in attendance at any meetings or conferences regarding the complaint.
- D. If the facts of the complaint are in dispute and the matter is not resolved at the informal level, an investigation by the Principal or his designee shall be conducted.
- E. Upon completion of the investigation, the teacher shall have the right to meet with the superintendent or designee to review the findings.

Where it is represented to the commission that an officer has been guilty of misconduct, the Commission shall cause an investigation to be made into the matter. This investigation may take the form of an oral enquiry or such form as the Commission determines.

- A. Where a report of misconduct on the part of the officer is made to the commission, the Commission may request that officer's Head of Department to investigate the matter. The Head of Department shall investigate the matter and

not later than two months after the date of request shall submit to the commission a written report of his/her investigation containing the findings and recommendations, and a copy of all evidence and material documents relating to the matter.

Any teacher who is being investigated shall be informed in writing:

1. of all the charges brought against him/her.
2. that he is entitled to be represented by an attorney-at-law a friend, or a representative of the Union
3. that a written reply to the charges, and any observations he may wish to make thereon must be received by the investigating officer within such period, being not less than two months.
4. that he may attach to his written reply statements from witnesses.

The teacher shall also be supplied with copies of the statements of all witnesses and other evidence given during the course of the investigation.

The Commission shall consider the reports submitted to it form 'A' above and if it is of the opinion that

- a. the report should be amplified in any respect, or that further investigations is desirable, it may refer the matter back to the investigating officer for amplification or further investigation as the case may be.



- b. disciplinary action ought to be taken against the teacher, if shall advise the Governor General what form of disciplinary action ought to be taken;
- c. disciplinary action ought not to be taken against the teacher, it shall so inform the teacher in writing.
- d. disciplinary action ought not to be taken against the teacher but that the investigation discloses grounds for his removal from office as set out in regulation 20, if may recommend to the Governor General that an order be made accordingly, without recourse to the procedure prescribed by that regulation.

## ARTICLE 16

### SUBSTITUTE TEACHERS

Once the principal becomes aware that a teacher will be absent for a period in excess of two weeks, for reasons such as sick leave, duty leave, training leave and all leave approved by the public service commission, the principal is duty bound to request a substitute teacher to ensure that students are not disadvantaged by the absence of the teacher.

## ARTICLE 17

### SECONDMENT

Secondment shall be in accordance with Sections 21 and 22 of the Public Service Act.

Teachers who are desirous of secondments should submit written request to the Ministry through the Principal/ Board of Management. Wherever possible these requests should be submitted by teachers at least one month before the time required for the proposed secondment to allow adequate time for the processing of such proposed secondments.

Teachers who are seconded to work with private institutions, international and regional organisations must be aware that those institutions are required to pay 25 % of the teachers' substantive salary in order to preserve the teachers' pension rights.

A teacher may be seconded for a period of two years in the first instance; thereafter the employer may make a written request to have the period of secondment extended for another two years. After four years the teacher may be asked to make a decision to either remain in the teaching service or remain with the agency, institution, business or organisation to which they have been seconded.

## ARTICLE 18

### MINISTRY INITIATED TRANSFERS IN THE TEACHING SERVICE

#### **Transfers in the Teaching Service**

1. Transfers of teachers are made by the Ministry of Education subject to consultation with the relevant Principals/Boards of Management. Lateral transfers between Secondary Schools or from Primary to Secondary do not require the approval of the Chief Personnel Officer, Personnel Administration Division. All teaching posts fall under the Ministry of Education which has ultimate responsibility for the movement of teaching staff in the system.
2. The above arrangements, do not apply to the transfer of teachers to act in higher posts. Such arrangements must be first approved by the Personnel Administrative Division.
3. Those teachers who were employed by the Governing Bodies of the former Grammar Schools prior to the implementation of the present Education Act and who fall under the Memorandum of Understanding negotiated between the Government and the Barbados Secondary Teachers' Union, cannot be transferred to other schools without their agreement in writing. This concession is granted in accordance with Section 65(2) of the Education Act. The list of those teachers who fall under the Memorandum of Understanding is available in the Ministry of Education.

4. It has been agreed by the Ministry that teachers should be given adequate notice in relation to transfers and that such transfers should not be viewed as punitive. Principals should be given a term's notice while a teacher should be given four weeks notice unless shorter periods are required because of particular situations. There are occasions however, when short notices may be unavoidable on the basis of the particular situation.

## ARTICLE 19

### TEACHER REQUESTED TRANSFERS IN THE TEACHING SERVICE

#### **Transfer Requests**

A change in teaching assignment may be requested by any teacher at any time.

Any teacher who has been denied a request for transfer shall have the right to confer with the Chief Education Officer, Human Resources Section and/or principal regarding the denial.

A request for change in teaching assignment shall remain on file for 12 months or until the first applicable vacancy has occurred. However, if a teacher was considered but not selected for transfer, he/she may renew the transfer request by providing written notice of his/her desire to do so to the Human Resources Section.

#### **Notice of Assignment:**

On or before September 1, the Chief Education Officer / Human Resources Section shall notify teachers of their anticipated teaching assignment for the following school year.

#### **Involuntary Transfer:**

##### 1. Notice of Possible Transfer:

Before a decision to involuntarily transfer a teacher is finalized, the teacher shall

be notified in writing by the Chief Education Officer or his/her designee of the following:

- a. That an involuntary transfer is being considered.
- b. The reason(s) for the possible transfer.
- c. Listing of available openings that the teacher appears to be qualified to teach.

A suggested time for a meeting to discuss the possible transfer shall also be provided with the notice of possible transfer.

2. Meeting:

The teacher shall have the right to meet with the Chief Education Officer or his/her designee to discuss the possible transfer at the time specified in #1 above, or at another mutually agreeable time. The teacher shall have the right to have an Association representative present at the meeting.

3. Notice of Transfer:

After the meeting specified in #2 above has occurred (or after the suggested time for meeting has passed if the teacher fails to respond to the notice of possible transfer), the Chief Education Officer or his/her designee shall provide the teacher with written notification of his or her decision.

## ARTICLE 20

### REASSIGNMENT OF TEACHERS

Any teacher who has been assigned continuously on a termly basis for a period of two years shall be entitled to a yearly contract after two years. This entitlement shall only be deemed as valid if the teacher has received satisfactory evaluation reports over the aforementioned two year period.

Heads of Department and Senior Teachers shall ensure that reports on temporary teachers are conducted in accordance with the teacher evaluation legislation and submitted to the Ministry in a timely manner.

At no time shall a temporary teacher be placed at a disadvantage or lose their entitlement due to the tardiness of their superior officers in completing the said reports.



## ARTICLE 21

### FEES FOR CONDUCTING EXAMINATIONS

Fees payable to teachers for conducting examinations shall be as follows:-

- (1) Examining and assessing candidates \$81.00 per day
- (2) Conducting orals in Foreign Languages \$56.00 per day
- (3) Setting up practical for examinations \$125.00 per day
- (4) For each candidate \$2.78 per candidate

Teachers who are involved in setting up for computer studies examinations or practicals shall be paid an allowance on the same basis as for other practicals.

## ARTICLE 22

### RETIREMENT

The retirement of teachers shall be in accordance with the Pensions Miscellaneous Act (2004). Any teacher who resigns before reaching his or her optional age of retirement will have his/her retirement benefits stored until he/she reaches the optional age for the payment of retirement benefits. In accordance with the Pensions (Miscellaneous Provisions) Act, 2004 -25, the optional age for teachers appointed before 15<sup>th</sup> July 1985 is 55 years while those appointed after the above date, the optional age of retirement is 60 years.

In accordance with the above Act, the new compulsory age of retirement is as follows:

1<sup>st</sup> January 2006 to 31<sup>st</sup> December 2009 - 65 ½ years

1<sup>st</sup> January 2010 to 31<sup>st</sup> December 2013 - 66 years

1<sup>st</sup> January 2014 to 31<sup>st</sup> December 2017 - 66 ½ years

1<sup>st</sup> January 2018 and thereafter - 67 years

Teachers who were appointed in the service prior to 1975-09-01 and who exercised the option under the Pensions (Miscellaneous Provisions) Act, 1975 can with the approval of the governor general, retire at age fifty (50) and be paid retirement benefits immediately.

Teachers who were appointed before 1985-07-15 but were under fifty (50) years of age at 1984-06-01 and who exercised the option under the Pensions

(Miscellaneous Provisions) Act 1985 can work until they reach age sixty-five (65), and have an optional retirement age of fifty-five 55.

Teachers who were in the system on or before 1<sup>st</sup> September 1975 qualify for both a Civil Service Pension and a National Insurance Pension.

In 1990 it was agreed that teachers appointed to the Public Service before 1985-07-15 and who were above the age of fifty (50) years on 1984-06-01 may be permitted to continue work in the Public Service until the age of sixty-five (65) years.

Teachers who were appointed in the service after 1985-07-15 can work until age sixty-five (65). Their optional retirement age is sixty-years (60).

## ARTICLE 23

### GUIDANCE COUNSELLORS

#### **Guidance Counsellors**

(1) Approval was granted by Government in December 1995 for Guidance Counsellors to have the same conditions of service as teachers. The posts have been transferred from the Civil Establishment (General) Order to the Civil Establishment (Teachers) Order, 1999.

(2) Guidance Counsellors are paid in the scale Z22-2. There is no qualification bar. In addition to salary, guidance counselors are paid a pensionable allowance equivalent to that paid to Heads of Departments/senior teachers etc.

#### **Qualifications for Guidance Counsellor**

following Qualifications have been approved for the post of Guidance Counsellor:

(1) A degree in Guidance Counselling from an approved University, OR

(2) A degree from an approved university and at least one (1) of the following qualifications or its equivalent in Guidance and/or counseling

(a) a diploma

(b) a certificate; OR

(3) A certificate from Erdiston Teachers' Training College or other recognized diploma or certificate with approved local or overseas training and experience in Guidance and Counselling.