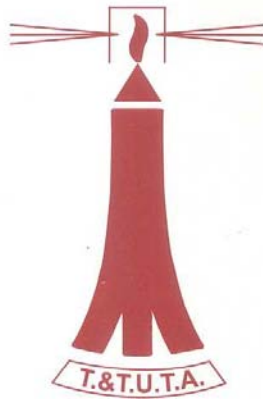


Trinidad & Tobago Unified Teachers' Association



Staff Representative Manual

School:

Manual No:

Property of the
Trinidad and Tobago Unified Teachers' Association

PRESIDENT’S WELCOME

It is indeed a pleasure to present to you and your school the Staff Representative Manual (Staff Rep Manual) of the Trinidad and Tobago Unified Teachers’ Association (TTUTA). The aim of this Manual is to reduce any uncertainty while you discharge your responsibilities. It gives you, the Staff Representative, comprehensive information that will greatly assist you in being the best Staff Representative.

The burning desire to respond to the many challenges facing our education system must continue to fuel our “passion for TTUTA”. TTUTA will continue to publicly recognize those of you who have, over the years, made and continue to make a significant contribution to the teaching profession. This is very important since, in fact, you are the ASSOCIATION ON THE JOB, the first line of defence of the RIGHTS of Teachers. As has been said on numerous occasions, you are the vital link between the school and all other areas of life of the Association.

In addition, I must emphasize that while it is true that, as teachers, we are a very special set of professionals who mould the nation, we must never lose sight of the fact that we are also workers.

As Staff Representative, you are seen as the LEADER of Teachers at the level of the staff and thus indispensable to the proper functioning of the Association. You are the TRANSMISSION BELT from the school to the leadership of the Association (Conference of Delegates, General Council, Central Executive, District Executives and National Officers) and from the leadership of the Association to the schools. TTUTA WILL BE AS STRONG (OR AS WEAK) AS ITS STAFF REPRESENTATIVES.

In conclusion, I reiterate that as Staff Representative you must continue to assist TTUTA in its struggle to safe guard the RIGHTS of Teachers. However, I would be failing in my duty if I did not also call on you to recognize that, in addition to RIGHTS, Teachers, like all other workers, have RESPONSIBILITIES. Your task as Staff Representative must also include ensuring that these responsibilities are fulfilled. This discharge of responsibilities must begin with you. You must lead by example; for it is only in carrying out your responsibilities will you be justified in claiming your RIGHTS.

Colleagues may you continue to be inspired and committed to doing your part to reach every learner and so build a world class Trinidad and Tobago (‘Trinigonian’) education system.

Let us continue to embrace the TTUTA PASSION.

LONG LIVE TTUTA



.....
Roustan Job
PRESIDENT

CONDITIONS ON RECEIPT OF MANUAL

The following are the conditions which must be followed by ALL Staff Representatives (Staff Reps) on receipt of the Manual:

- On the cover of each Manual, its number and the name of the school to which it is assigned are printed. A complete list of schools and Manuals assigned will be kept by Head Office.
- The Staff Representative Manual must be assigned to bonafide elected Staff Representative(s) only.
- Each elected Staff Representative at a school is entitled to the use of a Manual.
- The Staff Representative Manual is not the property of the Staff Representative but of the Association and must remain in the school to which it is assigned.
- The Staff Representative must sign the prescribed form on receipt of the Manual.
- When a Staff Representative is changed, the Manual must be handed over to the new Staff Representative. The latter must then also sign for the receipt of the Manual.
- The District Field Officer (DFO) / Chairman may request the Staff Representative to produce his/her Manual.
- In the event of theft, loss or defacement of the Manual, the Staff Representative shall be required to pay for the replacement of the Manual.
- **The Manual is the Property of the Trinidad and Tobago Unified Teachers' Association (TTUTA).**

DISTRIBUTION AND TRACKING OF MANUAL FORM



School: _____

Manual No: _____

The following form is to be used for distribution and tracking of the Manual:

| Name of Staff Rep | Signature | Association Number | Date Received | Date Surrendered |
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YOUR STAFF REP MANUAL

The Staff Rep Manual is an important tool as it provides the framework from which each Staff Rep should operate. This Manual includes basic reference information about the following:

- Your Role as Staff Rep
- Information on 'How To' handle a Grievance
- TTUTA's Collective Agreement and Memoranda of Agreements, significant Circulars and Regulations
- Relevant Information about TTUTA

Your ongoing Staff Rep Training will provide a practical orientation to this Manual.

Manual Updates

With the desire to provide our Staff Reps with the best available updated resources, this Manual will be updated on a regular basis. As Circulars or other information changes, TTUTA will issue new pages for the Manual and send them to each School. The old section will simply need to be removed and the new pages inserted by the Staff Rep responsible for the Manual.

You, the Staff Rep, are the primary user of this Manual and in an effort to ensure our Staff Rep Manual is an effective tool, please send any feedback and suggestions for improvement to the Association. (Head Office, Southern Main Road, Curepe, 645-2134 / 663-2738 or any other TTUTA Office, or email us at generalsecretary@ttuta.org or ero.ttuta@gmail.com. We want to hear from you!

THE TRINIDAD AND TOBAGO UNIFIED TEACHERS' ASSOCIATION

Would like to dedicate this Manual in Honour of the late

Richard Penco

for his hard work and unstinting dedication to this project.



1955 – 2008

Mr. Penco served TTUTA with distinction not only as Industrial Relations Officer but also as a longstanding member of the Industrial Relations Committee (IRC) and TTUTA's Salary Negotiations Team.

He gave invaluable technical advice in the use of the External Labour Market Survey which led to vastly improved salaries for teachers.

Richard Penco was also a stalwart of TTUTA involved in the pioneering work in the establishment of the Association in the early 1980's. He was a teacher in the Port of Spain District of TTUTA and worked tirelessly to build that District serving at different times as Staff Representative, Zone Convenor, District Chairman, District Secretary, District Treasurer, District Field Officer and in various other capacities.

He will be fondly remembered for his calm demeanor, ready smile, organized efficient approach to his work, warm approachable manner, love for life and his utter devotion to TTUTA.

We thank him for his sterling contribution to TTUTA, and the education system of Trinidad and Tobago.

**Property of the
Trinidad and Tobago Unified Teachers' Association**

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PART I: YOUR ROLE AS A STAFF REP

The Trinidad and Tobago Unified Teachers' Association's (TTUTA) Constitution outlines the Role of the Staff Representative (Staff Rep) at Rule 8.2 as follows:

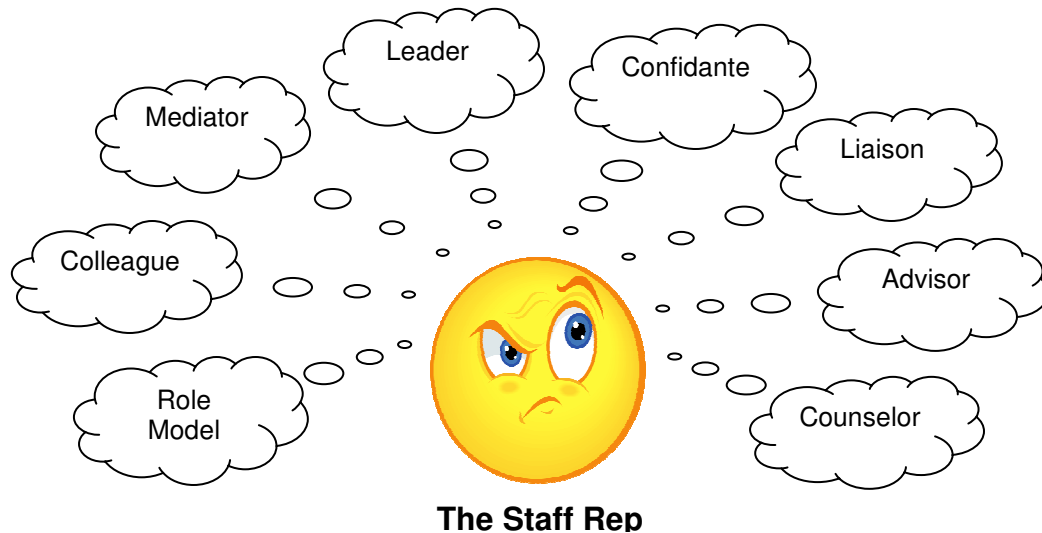
“The Staff Representative is the Association’s representative at the work place, i.e. the school. As liaison officer between the ordinary member and the Association, the Staff Representative is vital to the good health of the Association.

For this reason, training sessions/seminars for Staff Representatives are to be regularly organized in each District and the Staff Representatives are directed to attend them.

The Staff Representative shall:

- *Keep the staff informed of all Association business.*
- *Attend to such grievances as occur among the staff and between staff and the administration in accordance with the official Grievance Procedure.*
- *Represent his school at all meetings of the DSRA and at National Staff Representatives’ Conventions (Rule 12).*
- *Be spokesman for the staff in the school as elsewhere, in all matters related to the business of the Association.*
- *Promote the professional and industrial well-being of the members of the school’s teaching staff.*
- *Promote participation by the staff in all Association activities.*
- *Canvass staff opinion as may be required by the Association from time to time.*
- *Recruit new members of staff into the ranks of the Association.*
- *Attend to other matters as may arise.”*

This said, the Staff Rep has multiple roles to play within the Association.



The Staff Rep is the **key link** in the chain of TTUTA's structure. He or she is a **Leader on the ground and within the school and for the teachers** and is thus indispensable to the proper functioning of the Association. He or she is the transmission from the schools to the governing bodies of the Association and vice versa.

When taking on this critical leadership role in the Association, it is important to be continually in a process of self-reflection. Some of the questions you might want to ask yourself include:

- What is my leadership style? Is it effective?
- Are my methods of communication working with the teachers in my school?
- How can I recruit more members?
- How do I increase team building in my school?
- What solutions do I have for any of the issues in my school?
- Am I being objective and fair in my process of dealing with Grievances?
- Am I interested in becoming more involved in the Association at a District or National Level?
- Am I a role model for teachers?
- Is my behaviour professional as a teacher and as a Staff Rep?
- What do I still need to learn as a Staff Rep?

When teachers, the Ministry of Education and the public see a Staff Rep, they see TTUTA. Therefore, as a professional teacher, the Staff Rep must be exemplary. In the many roles of a Staff Rep, his or her department, principled stands, objectivity, honesty, efficiency, effectiveness, competence, dedication, sincerity and fighting spirit are critical and will be seen as qualities of TTUTA.

TTUTA can only be as strong or as weak as its Staff Reps!

WHAT A STAFF REP SHOULD KNOW

Know your Collective Agreement, Memoranda of Agreements, Circulars, Regulations and Acts

- TTUTA's Collective Agreement and Memoranda of Agreements
- The Education Act of 1966 and No. 1 of 1981
- Industrial Relations Act
- Teachers' Pensions Act
- Sexual Offences Act
- Occupational Safety and Health Act (OSHA)
- Maternity Protection Act
- Education (Teaching Service) Regulations
- Public Service Commission Regulations
- Ministry of Education Circulars
- Ministry of Education's Code of Conduct

Read and consult them regularly (many are included in Part III of this Manual). Always be on the look out for new Circulars. Discuss them with members of your District Staff Rep Association (DSRA) and ensure you understand them fully.

Know your School

A Staff Rep must be familiar with the culture/work ethic at his/her school and understand what will work in the particular school.

Know your Members

Every teacher is different. In the case of a Grievance, for instance, some will readily give you all the relevant information while others will not. Some will have personal problems that are impacting on their performance at school. The more you know them and understand their particular situation, the more effective you will be in helping your members.

Know your Association

Knowledge of TTUTA's Constitution as well as its policies and practices empowers all Staff Reps to be effective in their roles as well as consistent in their actions. Documents to know:

- TTUTA's Constitution
- TTUTA's History
- TTUTA's Code of Ethics

Staff Reps must be familiar with all the benefits of being a member and be able to communicate those benefits to Teachers. These benefits include:

- Legal Assistance and Representation
- Handling of Individual and School Grievances
- Advocacy and Representation on Education and Teacher Issues
- Retiree Representation
- Professional Development
- UNIMED
- Death Benefit
- Discount Plan
- Study Circle
- Professional Development Opportunities
- McKensley Nathasingh Scholarships
- Urich Loutoo Bursaries
- Frank B. Seepersad - Teacher of the Year Award
- National and District Sporting Activities and Social/Cultural Functions

THE STAFF REP'S RESPONSIBILITIES

Keep your members informed

Staff Reps have the opportunity to speak to members every day, at lunchtime and during working hours. Take advantage of these opportunities to inform members about the latest Association activities and to encourage participation. This will reinforce Union solidarity.

Members expect you to know more about the Association than they do and they will listen to what you have to say. They might not agree, but generally they will trust you. Make sure you tell them the truth and do not make up answers if you are asked something you do not know. Instead, tell them you will find out the correct information and then get back to them. Consult your Staff Rep Manual or the support systems in your District such as another experienced Staff Rep, the Zone Convenor, the District Field Officer, or the District's Officers.

The personal touch is important in communication and sometimes it is necessary to use multiple methods.

- Distribute copies of TUTOR, Bulletins, Pamphlets, Notices and Circulars issued by the Association.
- Maintain the TTUTA Notice Board in the Staff Room but give verbal explanations and reminders.
- Call a TTUTA meeting as required

Build your Association by involving your members

It is important to involve all Teachers in your work. Avoid engaging in "Cliquism", as every member is important and should have equitable access to your time and support as their Staff Rep. As a Leader in the school and the Association, you should be seen as approachable and trustworthy.

Staff Reps should widely canvass experiences and opinions on all issues. If you have a difficult decision to make, a democratic process is more likely to succeed and be supported by your members once they feel they have made an input and that their views have been heard. It is also important to pass on the views, opinions and experiences of the members of your school to the District Staff Representative Association (DSRA), as you become their voice within TTUTA.

A Staff Rep, as any other leader, must take responsibility for his/her own actions. Try leading by setting appropriate examples. We are equally responsible for our own welfare. The whole history and essence of the Trade Union Movement is based on the unity of workers - "No single finger can be folded by itself into a powerful fist".

We are all TTUTA.

Get to know new teachers or potential new members

Every new teacher is a potential member of the Association as well as every teacher who is not a member. Whether this new teacher becomes an enthusiastic member or an indifferent one depends on you. You must convince new teachers that it is in their interest to become an Association member and that the Association is a democratic organization to which they will be proud to belong.

Introduce yourself and explain your role as a Staff Rep, tell them about the Association. Offer your advice if they have problems. Explain all the gains that the Association has made for its members since they were first Unionized. Make sure new teachers feel welcome. Put them at ease and offer to answer any questions they may have. Give them TTUTA's literature and always have membership forms on hand. This will foster a sense of belonging.

When teachers who are not members come to you for assistance, use this as an opportunity to enlist them and reinforce the benefits of membership.

Participation at meetings, events and Association training sessions

Unions are among the most democratic organizations in the world. It is both a privilege and a duty for every member to take part in the election of Staff Reps, District Officers, Standing Committee Members and National Officers.

It is at Association meetings that members learn how their dues are used, who their representatives are and what the Association does. When members do not bother to attend meetings, they weaken their Association. It goes without saying that you must encourage them to attend all meetings. Hold meetings at your school or ask for some time at your staff meetings and keep your members up to date on the latest developments. Encourage them to make their views known. In turn, you must pass on their views at the DSRA.

When a situation arises in the workplace that affects many members, it is up to you to call a meeting. You are the Association in the minds of your members.

Some of TTUTA's activities that a Staff Rep should attend:

- District Staff Representatives' Association (DSRA) Meetings
- District Annual General Meetings
- National Staff Representatives' Conventions
- District Conventions
- Meetings of Standing committees (if elected)
- Annual Conference of Delegates (observer)
- General Council Meetings (observer)
- Mass Meetings

- Seminars, Workshops & Conferences
- Anniversary Celebrations
- Labour Day Celebrations
- Social functions and Sporting / Cultural activities

Representing Members

The Staff Rep expresses the collective voice of teachers at the school level. He or she must have at hand the policies of the Association and be familiar with the services, functions and procedures of the Association for dealing with issues, concerns and grievances. Any actions taken or advice given as a Staff Rep must be consistent with the policies and objectives of the Association.

The Staff Rep may be asked to speak or act on behalf of individual members. Teachers may need assistance with questions about their legal and professional rights, benefits entitlement, evaluation or disciplinary matters, and even criminal matters.

Advocacy

Staff Reps serve as advocates for the profession and their Association within their school and the school community. They speak on behalf of TTUTA, the collective voice of teachers, and from a position of knowledge. Other teachers, your school council and members of the public may turn to you as the Association representative in the school for information on issues as they arise.

Advocacy can take many forms. You function as an advocate when you provide the information to colleagues and parents. You also function as an advocate when you participate in World Teachers' Day activities or other organized rallies or events. This aspect of the Staff Reps duties is an effective method by which the Association shows the community that teachers believe in themselves and their profession, that Teachers do make a difference.

Handle Grievances

As the Staff Rep, you are the Association's agent for the individual member. Your role is to monitor the Administration's actions to ensure that the provisions of the Collective Agreement are observed and the rights of teachers established contractually or by law, are scrupulously protected.

Without you, and others like you, even the best Collective Agreement is meaningless. You give it life; you make it work. You and the level of trust that you can build with the teachers in your school will determine to an immeasurable degree the level of confidence that those members will have, not only in the Grievance handling process but in the Association as a whole.

Part II of this Manual will guide you through this process.

WHERE DOES THE STAFF REP FIT IN THE TTUTA STRUCTURE?

TTUTA is a bottom up organisation. This means that the true authority of the organisation lies in the mass of membership. Therefore, the Staff Reps role is critical as they are the representatives of the members in their school within their Districts.

TTUTA is made up of 8 Districts: Caroni, North Eastern, Port of Spain, St. George East, St. Patrick, South Eastern, Tobago, and Victoria.

The Staff Reps of each District form the District Staff Representative Association (DSRA) charged with the responsibility of running the District. In order to run the District, the DSRA elects District Executive Officers including a Chairman, Vice-Chairman, Secretary, Assistant Secretary, Treasurer and District Field Officer. Each District is also sub-divided into zones (of schools) serviced by Zone Convenors who are elected by the District Executive to act as Liaison Officers between Staff Reps and the District.

| Level | Representative | Function |
|----------|----------------|--|
| School | Staff Rep | <ul style="list-style-type: none"> • Association representative in the school • Responsible for first level of Grievance Procedure • Communicate views/issues of Teachers in schools to the District • Disseminate Association information to the School • Mobilize members |
| District | DSRA | <ul style="list-style-type: none"> • Collect the views/issues of schools in the District • Elect the District Executive • Elect delegates to National Bodies • Represent and mobilize the District • Ensures 2-way flow of Association information |
| | Executive | <ul style="list-style-type: none"> • Administration of the District |
| | Zone Convenor | <ul style="list-style-type: none"> • Acts as a Liaison between the School and the Districts • Supports and provides advice to the Staff Rep |

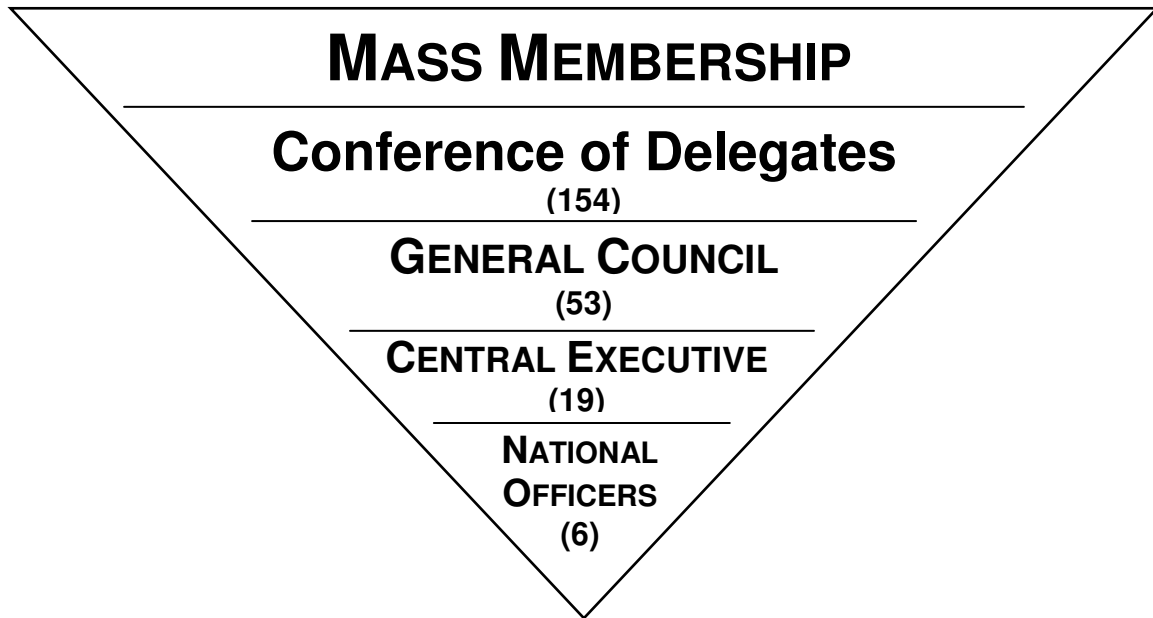
| Level | Representative | Function |
|-------|------------------------------|---|
| | District Field Officer (DFO) | <ul style="list-style-type: none"> • Responsible for Second level of the Grievance Procedure • Supports and provides advice to the Staff Rep • Reports to the District Executive |

The National Structure is built from the Districts. The Conference of Delegates, the most powerful decision making body, is made up of Delegates from the Districts of the Association. This body sets the overall policy of the Association, can change the Constitution when appropriate and can overturn decisions of all other bodies in TTUTA.

The General Council is next in authority after the Conference of Delegates and is responsible for initiating and supervising measures affecting the Association between Conferences. This is the body that calls for and sanctions Industrial Relations activities in the Association.

The Central Executive is the body below that of the General Council. This body implements the policies of the General Council and Conference of Delegates in the day to day affairs of the Association.

Within the Central Executive is a body of Elected National Officers. This body is comprised of the President, First Vice President (Professional Development), Second Vice President (Industrial Relations), Third Vice President (Benefits and Welfare), General Secretary, and Treasurer. The elected National Officers, guided by the Central Executive within the policy framework developed by the General Council and Conference of Delegates, have the collective responsibility for the proper operation of the Association. Each Officer also has his/her own sphere of proper and direct responsibility for which he/she is answerable to the General Membership of the Association.



In order to assist the Association in fulfilling its mission, Standing Committees with the exception of the Special Tribunal are elected by the General Council every year. The Standing Committees are charged with the responsibility of making recommendations to the General Council and Central Executive on relevant policies and procedures as well as assisting in the implementation of agreed upon policies and programmes.

TTUTA's Standing Committees

- Publicity and Public Relations
- Professional Advancement
- Industrial Relations
- Benefits and Welfare
- Finance
- Investment
- Caribbean Union of Teachers (CUT)
- Appeals
- Early Childhood Care and Education
- Sports Cultural and Social Activities
- Training
- Primary Education
- Group Health Management
- Credentials
- Research
- Secondary Education
- Disciplinary
- Tertiary Education
- Status of Women
- Special Education
- Tech/Voc Education and Training
- Central Education
- Special Tribunal

STAFF REP ELECTIONS

To ensure that this election is conducted in accordance with our Constitution, we have set out the basic procedures governing the election of Staff Representatives. :

1. Rule 8.2 states, inter alia:

(I) *“Each school is entitled to proportionate representation on the District Staff Representative Association In accordance with the following scale:*

| | | |
|---------------------|--------------------------|-------------------------------------|
| <i>1-20</i> | <i>financial members</i> | <i>- one (1) representative</i> |
| <i>21- 50</i> | <i>financial members</i> | <i>- two (2) representatives</i> |
| <i>more than 50</i> | <i>financial members</i> | <i>- three (3) representatives”</i> |

(II) *“The principal of each school, or some other person designated by the staff, shall forward to the General Secretary the names of those elected”*

(III) *“Within each school in the month of April each year, the .financial members of the Association shall elect their Staff Representative(s).... The members may decide on the manner of holding this election.”*

2. Only members who are in good financial standing are eligible to vote or to hold office. A financial listing can be obtained, on request, from our offices.

3. Staff Representatives normally hold office for a period of one (1) year (April to April). It is not automatic that incumbent Staff Representatives continue in office without being re-elected. However, it should be noted:

- A Staff Representative shall continue to hold office until a new Staff Representative is elected;
- There is no limit to the number of terms of office of a Staff Representative.

4. Seven (7) days' notice of the election should be given to members of TTUTA on the staff. Such notice should be in writing and state date, time and place of the meeting.

5. The Association makes a special appeal for the cooperation of Principals / Vice-Principals in the conduct of the Staff Representative elections.

For Junior Secondary Schools, which have been de-shifted - it should be noted that, consistent with the intent of 2 above, there can only be *one set* of Staff Representatives, based on the formula provided at 1. (I).

HOW AM I DOING AS A STAFF REP A Self-Test

Each of the following statements relates to one or more of the duties of an Association Representative. Circle the letter that indicates how you view the way you fulfill your role. The letters indicate (A) Always, (F) Frequently, (O) Occasionally, (S) Seldom, (N) Never.

| | A | F | O | S | N |
|--|---|---|---|---|---|
| I provide a report of Association activities at staff meetings | | | | | |
| I regularly post Association bulletins, posters, etc... in a prominent place in the staff room | | | | | |
| At least once a week, I check to ensure basic information or publications are available in the staff room | | | | | |
| I inform the District of concerns expressed within the school from teachers related to working conditions, board policies, etc | | | | | |
| I respect the Code of Conduct and the Code of Ethics in listening to and addressing teachers concerns | | | | | |
| I distribute Association materials quickly when they arrive | | | | | |
| I watch for members having difficulties and discreetly make them aware of sources of assistance. | | | | | |
| I ensure relevant information and materials are available for parents | | | | | |
| I encourage new teachers to join me at Association functions | | | | | |
| I view the Staff Rep role as a positive contribution to making public education work for students and teachers. | | | | | |
| I act as an Association representative for any member in a disagreement or other difficulty with school administration | | | | | |
| I seek out and report concerns to the District | | | | | |
| I act as a direct advisor to members to help them through difficulties | | | | | |

PART II: THE STAFF REP & THE GRIEVANCE PROCEDURE

What is a Grievance?

The term Grievance refers to a formal complaint made according to the Grievance Procedure included in the collective agreement where there is a dispute concerning the interpretation, application, administration or alleged violation of the terms and conditions of employment.

The purpose of the Grievance Procedure

Collective Bargaining between teachers and the Personnel Department has, as the end product, a Collective Agreement which specifies the rights and responsibilities of both parties. Experience in the labour relations field has been that it is necessary to vigorously police and enforce the intent of the various clauses of the Collective Agreement. The Grievance Procedure is one of the most fundamental and important clauses contained in the Collective Agreement.

TTUTA's Grievance Procedure has six steps. At each step, representatives of the Association and the Administration meet. You must be aware of the time limits for each step of the procedure.

It is important to understand that when a case is settled through the Grievance Procedure, it can serve as a precedent, or a model on which the merits of similar cases will be assessed in the future. Precedents are usually very important because they establish how the Association and the Administration will interpret the Collective Agreement from then on in.

TTUTA'S GRIEVANCE PROCEDURE

The following is the formal procedure for the avoidance and settlement of Grievances or disputes arising out of the employment of any member, as agreed to by the Trinidad and Tobago Unified Teachers' Association (TTUTA) and the Chief Personnel Officer (CPO).

STEP ONE

The aggrieved teacher, with or without his Association Representative (Staff Rep), *at the option of the Teacher*, shall take up the Grievance with the Head of the Institution (Principal) in which the aggrieved teacher is employed.

STEP TWO

If, within five (5) working days there be no settlement at Step 1, the aggrieved teacher, with or without his/her Association Representative (DFO), at his/her option, shall take up the matter with the School Supervisor I/II for the District.

STEP THREE

If, within ten (10) working days there be no settlement at Step 2, the matter shall then be reported by the Association (Industrial Relations Officer), in writing to the School Supervisor III for the District.

STEP FOUR

If, within fifteen (15) working days, there be no settlement at Step 3, the matter shall then be reported by the Association (Industrial Relations Committee) in writing to the Permanent Secretary, Ministry of Education, or to the Chief Administrator, Tobago House of Assembly, as the case may be.

STEP FIVE

If, within twenty (20) working days, there be no settlement at Step 4, the matter shall then be raised with the Chief Personnel Officer, in which event, the Association (Industrial Relations Committee) shall submit a Note setting out the facts of the case.

STEP SIX

If there be no agreement at Step 5, the failure to reach agreement may be reported to the Minister with responsibility for the subject of Finance in accordance with the provisions of the Education Act, Chapter 39:01. (Industrial Relations Department)

NOTE

- (i) If, however, owing to extraordinary circumstances, action cannot be taken within the prescribed time, an extension may be arranged, at any stage, by mutual agreement of the parties concerned. The reason for the delay shall be stated when requests for extensions are being made.
- (ii) Where any of the above steps are not applicable to a particular Grievance, the procedure shall apply from the next step.

| STEP | Number of Working Days before Next Step | Administration Representative | TTUTA's Representative |
|---------------|--|---|--------------------------------------|
| STEP 1 | 5 DAYS | PRINCIPAL | STAFF REP |
| STEP 2 | 10 DAYS | SCHOOL SUPERVISOR I or II or TOBAGO SSIII | D.F.O or DISTRICT EXECUTIVE |
| STEP 3 | 15 DAYS | SCHOOL SUPERVISOR III or CHIEF ADMINISTRATOR (TOBAGO) | INDUSTRIAL RELATIONS OFFICER (IRO) |
| STEP 4 | 20 DAYS | PERMANENT SECRETARY or CHIEF ADMINISTRATOR (TOBAGO) | INDUSTRIAL RELATIONS (IR) COMMITTEE |
| STEP 5 | WHEN THERE IS NO AGREEMENT | CHIEF PERSONNEL OFFICER | INDUSTRIAL RELATIONS (IR) COMMITTEE |
| STEP 6 | | MINISTER OF FINANCE (SPECIAL TRIBUNAL) | INDUSTRIAL RELATIONS (IR) DEPARTMENT |

THE GRIEVANCE INVESTIGATION

Always be prompt in taking up Grievances. Be sure to advise the teacher that Association representation is in his or her best interest. Before it can be determined if there is a Grievance, the Staff Rep must first gather the facts from the member who has a complaint. The Staff Rep must listen closely to the member who comes with a problem. Get all the facts and make sure you give the member enough time to give you all the relevant information.

At times, a member may take for granted that you know his or her work well and forget to tell you important details. To avoid this, use TTUTA's Grievance Report Template as a guide and follow the six W's method.

WHO, WHEN, WHERE, WHAT, WHY and WANT

1. **WHO** is involved in the Grievance?
Name of the teacher(s), TTUTA number(s), and post(s) held.
2. **WHEN** did the Grievance occur?
The required information includes the official date of the Grievance, the date of the incident that led to the Grievance, the date of the submission of the Grievance and the Administration's response. Make note of all the important dates related to the incident.
3. **WHERE** did the Grievance occur?
Describe as clearly as possible the case history and where it took place. Indicate specifically what part of the school i.e. in the teacher's classroom, by the Office, etc...
4. **WHAT** happened that caused the violation?
Is it a case of improper dismissal, denial of leave, etc...
5. **WHY** is this a Grievance? (What clause of the Collective Agreement has been violated?)
The fundamental reason for the Grievance including the clause of the Collective Agreement, Circular or Regulation that has been violated. This question is the key to the Grievance, so it must be clearly expressed.
6. **WANT**
What adjustments are necessary to correct the injustices?

When a member comes with a Grievance

A member or members come to you. They are very upset and angry. "It's unfair...it's a violation of the regulations...it's illegal...they can't do that...and it's

not right!" You think to yourself, "Yeah, this is terrible. I'd better do something." But what do you do next?

If your answer is "demand an explanation from Principal," you may want to think again. Sure, some problems are obvious Grievances, but most of the time you will need to know a lot more about what is going on first. Jumping to conclusions based on false, faulty, or inadequate information will only undermine your credibility, and that of the Association. Know the issues thoroughly. It is the only way to handle Grievances well.

Remember, a member who is upset, angry, and frustrated may not always give you an accurate picture of what happened. A disgruntled member may sometimes exaggerate and leave out important details. It is up to you to investigate, look at the facts, and then decide on a strategy for dealing with the problem.

The first step in your investigation is to conduct effective interviews. Calm down the upset member before you get the information you need from them by either taking them aside and talking to them for awhile, or by meeting with them later when they have had a chance to calm down on their own.

Here are some time-tested tips for getting the most information.

- Make sure you are relaxed and take your time.
- Listening is the key, so control your feelings and concentrate on hearing what the member says.
- Write down important facts, including who, what, when, where, how, why, and the names of any witnesses.
- Be sure to ask for any relevant evidence and/or documentation.
- Use TTUTA's Grievance Report Template as a guide.
- Encourage the member to "get it all out" (both facts and feelings).
- Ask if you do not understand something or when you need to clear something up, i.e. "Why do you think this happened?" or, "Give me an example."
- Once in awhile, repeat to the teacher what you have heard him/her say. This checks your accuracy and often brings out overlooked facts.
- Avoid making judgments during the interview. Form your opinion later, after you have gathered all the facts.
- Determine the desired remedy.
- Ensure confidentiality. Only discuss the individual's concerns with others if you have been given permission by the individual to do so.

- Avoid making promises about the actions you will take. Assure the teacher that you will investigate and let them know when you'll get back to them. And make sure you do!
- If you do not know the answer to a question, do not guess. Promise the member you'll find out and get back to them (and do it!). Remember you have your Zone Convenor, your DFO and National TTUTA as your support.

Interview everyone connected to the Grievance in the same manner. Talk to other teachers, any witnesses and even the Principal and the Vice Principal. Never depend on a single version of what happened, if you can avoid it. Remember, interviews are one way of getting at the facts, but they are not the only way. Check any documentation and/or records that could help you decide what happened and what should be done. These can include:

- Past Grievances, Staff Rep notes, and past resolutions;
- The Regulations and Circulars;
- The Attendance Register
- The Log Book

Having good and complete information is vital in fighting Grievances. When you have gathered all the facts, then it's time to put your case together (if there is one), and determine what strategy and tactics can be used to solve it.

Is the Grievance well-founded?

It is best to have a thorough discussion with the member as well as perform your investigation before determining whether the Grievance is well founded or not. Make sure to get specific information including names, dates and times and take notes for future reference.

Determine which article of the Collective Agreement, Memorandum of Agreement, Circular or Regulation has been violated. If in doubt, consult other experienced Staff Reps, your Zone Convenor or the DFO. You may also consult TTUTA's Industrial Relations Department. They all can help you make a decision.

Do not proceed with Grievances that are not well founded. A member may believe he or she has a Grievance because of a misunderstanding of terms and conditions. Personality conflicts or a misreading of the Regulations or Circulars are not legitimate Grievances. Agreeing to lodge this type of Grievance may mislead the member and undermine your credibility with Administration. If you are sure that there is not a valid Grievance, tell the member, explain why and show him or her, the specific clause in the Collective Agreement, Circular or Regulation that supports your argument. Be firm but be tactful in order to keep the member's trust.

PROCESSING A GRIEVANCE

When you have determined that the Grievance has validity, explain to the aggrieved teacher what is involved in full Grievance procedure. The aggrieved teacher should be asked to put his or her claim in writing. You should also prepare your own Grievance Report stating precisely the grievance and remedy sought based on your investigation. This should be attached to the aggrieved teacher's written Grievance. Make sure to choose your words carefully. Whether a Grievance is resolved in the initial steps of the Grievance Procedure is often determined by how thoroughly the case has been prepared.

Here are some steps to follow:

- Get any necessary advice from your Zone Convenor, DFO or the IR Department if necessary.
- State the Grievance clearly as well as the expected outcome.
- Date the report and have the teacher sign it. Do not forget to sign it yourself as the Staff Rep.
- Make a copy and submit to your District's DFO.
- Submit a copy to the Administration and arrange a meeting with the Principal. This is Stage I of the Formal Grievance Procedure.

The Grievance Report

Whenever you collect information, TTUTA has a Grievance Report Template that can make your job easier. Why?

- You can forget things.
- When facts are laid out in black and white, it is easier to determine the merits of the case.
- When the Grievance is completed, you have a file that can be used as a precedent for similar Grievances in the future.
- The Grievance Report can be used by the IR Department when the time comes for Collective Bargaining or meetings with the Ministry of Education.
- The difference between winning and losing a Grievance can depend on the thoroughness of the information you have collected. When you write your report, remember that others will have to refer to it.
- The Grievance Report can always be used as proof to the member of the work you and the Association has done for him or her.

The Grievance Hearing

Always take the member with you, except in special circumstances, i.e. threats of physical harm. If you go to see the Administration alone, the member may believe that the Grievance was not presented properly and could end up blaming you unjustly. Together, you can present a better-prepared and more detailed case.

Before meeting with the Administration, the member should be warned that the Staff Rep will talk on his or her behalf. The member should only respond to questions that are asked by the Staff Rep. Discourage members from presenting Grievances on their own. A member who is not familiar with the Collective Agreement could be easily influenced and decide to drop the Grievance or accept a settlement that would weaken the Collective Agreement. Establish from the start that you are representing the Association in handling the matter "I have come to represent the Association on a matter concerning..."

During a Grievance Hearing, there are three possible approaches:

1. The Staff Rep may be hostile towards the Administration. This may cause the Administration to deny even an obvious mistake or refuse to acknowledge and treat with the matter.
2. The Staff Rep may be fearful of the Administration and compromise the teacher's rights. When the Administration responds to the Grievance, the response is not necessarily correct. Too often a true Grievance is not pursued because someone does not want to offend the Administration.
3. Preferably, the Staff Rep will treat the Grievance professionally, politely and firmly. This attitude safeguards the rights of the teacher and the Administration as well as the reputation of the Staff Rep.

In the Grievance process, there are equal parties in an agreement. You must think and act as an equal. Equal standing can be maintained by understanding the following principles:

- There is a legal obligation for both parties to participate.
- Do not be intimidated. You cannot legally be prejudiced in your employment because you processed a Grievance.
- Do not lose your temper. Create a climate of mutual respect and avoid making threats.
- Do not let anyone side-track you. Stick to the issue in dispute.
- Remind the Administration of the necessity to maintain high morale.
- Use logic and facts to convince the Administration of the soundness of your claim.

The goal is to reach an agreement; either resolve the dispute or agree to move to the next step. Discuss with the aggrieved teacher the results of discourse with the Administration and inform the aggrieved teacher of the further steps you intend to take to pursue the matter. If the aggrieved teacher is dissatisfied with how you are handling the matter, inform him clearly of the steps for redress in the form of appeals to higher bodies in the Association. Once you receive the permission of the aggrieved teacher, be sure to inform and mobilise the school staff as necessary to support for the aggrieved teacher.

TTUTA'S GRIEVANCE REPORT TEMPLATE

(For Association Use Only)



| General Information | |
|------------------------------------|-----------|
| School | District |
| Date | Time |
| Name of Staff Rep | |
| Phone | Email |
| Name of the Aggrieved Teacher | |
| TTUTA Number | Post Held |
| Phone | Email |
| Principal of the Aggrieved Teacher | |
| Phone | Email |
| What Happened | |
| When | |
| Where | |
| Who | |
| What | |
| Why | |
| Notes | |
| Additional Documentation/Evidence | |

| | | | |
|--|------|------------------------------------|------|
| Staff Rep Recommendation | | Administration's Position | |
| Relevant Background (History) | | | |
| Witnesses(statements to be attached) | | | |
| Witness 1 | Name | Phone | Post |
| Witness 2 | Name | Phone | Post |
| Witness 3 | Name | Phone | Post |
| Why is it a Grievance? Clause of Collective agreement, Circular and/or Regulation violated | | | |
| Desired Corrective Action (want) | | | |
| Signature Staff Rep | | Signature of the Aggrieved Teacher | |

| | |
|---|---------------------|
| Grievance Procedure | |
| FIRST STEP – Principal | |
| Time | Date |
| Resolution/Recommendation | |
| Name of Staff Rep | Signature Staff Rep |
| SECOND STEP - School Supervisor I or II / Tobago SSIII | |
| Time | Date |
| Resolution/Recommendation | |
| Name of DFO | Signature DFO |
| THIRD STEP - Supervisor III / Tobago Chief Administrator | |
| Time | Date |
| Resolution/Recommendation | |
| Name of IRO | Signature IRO |

| FOURTH STEP - Permanent Secretary / Tobago Chief Administrator | |
|---|-------------------------------|
| Time | Date |
| Resolution/Recommendation | |
| Name of IR Committee Member | Signature IR Committee Member |
| FIFTH STEP - Meeting with Chief Personnel Officer | |
| Time | Date |
| Resolution/Recommendation | |
| Name of IR Committee Member | Signature IR Committee Member |
| SIXTH STEP – Minister of Finance (SPECIAL TRIBUNAL) | |
| Time | Date |
| Resolution/Recommendation | |
| Name of IR Dept. Member | Signature IR Dept. Member |

STAFF REP GRIEVANCE HANDLING CHECK LIST

| | YES | NO |
|---|-----|----|
| Did you talk to the aggrieved teacher? | | |
| Did you talk to witnesses? | | |
| Did you talk with the Principal? | | |
| Did you separate the facts from opinion? | | |
| Did you look for other supportive evidence? | | |
| Did you identify the 6 W's – Who, What, Where, When, Why and Want? | | |
| Did you identify the clause of Collective Agreement, Memorandum of Agreement, Circular or Regulation that was violated? | | |
| Did you discuss the situation with the Zone Convenor, DFO or IR Department? | | |
| Did you determine if this has occurred before? | | |
| Did you check for previous Association Grievance settlements for precedents? | | |
| Did you complete the Grievance Report? | | |
| Did you follow all the steps of the Grievance procedure, including time limits? | | |
| Did you explain the process to the aggrieved teacher and ensure he/she understands the process? | | |
| Did you ask the aggrieved teacher to put his/her Grievance in writing? | | |
| Did you send the Grievance Report to the Administration? | | |
| Did you set up a meeting with the Administration? | | |
| Did you inform the aggrieved teacher of the Administration's response? | | |
| Did you send a copy of the Grievance Report to the DFO? | | |

**For further assistance with Grievances please contact:
Your DFO or the IR Department**

PART III, SECTION A GENERAL

COLLECTIVE AGREEMENT 1996 – 1998 NEGOTIATED BETWEEN THE CHIEF PERSONNEL OFFICER AND THE TRINIDAD AND TOBAGO UNIFIED TEACHERS' ASSOCIATION (TTUTA)

The parties agree, following consultation and negotiation, that the undermentioned terms and conditions of employment shall apply with effect from the dates specified to members of the Teaching Service.

1. DEFINITIONS

For purposes of this Agreement:-

'Association' means the Trinidad and Tobago Unified Teachers' Association.

'Employer' means the Government of Trinidad and Tobago or its authorised agent/agency.

'Director' means the Director of Personnel Administration.

'Teacher' means a person registered in accordance with the Education Act, Chapter 39:01 and except where described as a part-time teacher, in full time employment in a public school.

'Teacher shall include Principal and Vice-Principal unless otherwise stated.

'Tribunal' means the Special Tribunal established by section 21(1) of the Civil Service Act, chapter 23:01.

'Public School' means any school defined as such under the Education Act, Chapter 30:01.

'Public School System' has the same meaning as set out in section 12 of the Education Act, Chapter 39:01.

'Permanent Secretary' means the Permanent Secretary in the Ministry of Education and the Chief Administrator of the Tobago House of Assembly, in the case of Tobago.

'Government' means the Government of Trinidad and Tobago.

'Officials of the Association' means any National Officer, District Officer, Zonal Convenor or Staff Representative or other persons designated by the Association.

NOTE: Terms and expressions used in this Memorandum of Agreement where not defined herein shall have the same meaning as given in the Education Act, Chapter 39:01, or other relevant law.

2. GRIEVANCE PROCEDURE

See Part II of Staff Rep Manual

3. RECOGNITION AND RIGHTS OF PARTIES

(i) Management Rights

The Association recognizes the right of Management to

- manage its operations;
- discharge its customary functions as an employer including the right to decide its human resource requirements, acquisition and placement; and
- introduce organizational and technological change

with the aim of fulfilling its statutory and other obligations subject always to the provisions of this Agreement and the right of the Association to make representations and pursue issues on behalf of its members.

(ii) Trade Union Rights

- (a) The Trinidad and Tobago Unified Teachers' Association is the appropriate recognized association in accordance with the provisions of the Education Act, Chapter 39:01, to represent members of the Teaching Service. The Association therefore has the right to meet with the employer and/or his representatives to discuss matters relating to the terms and conditions of service of its members.
- (b) A Teacher's employment shall not be prejudiced or adversely affected by reason only of his being a member of the Association or acting as an official or representative of the Association.

- (c) In furtherance of its duties and functions as the appropriate recognized association it shall be the right of the Association to make representation on behalf of the Association and/or its members including the giving of evidence before a Disciplinary Tribunal or the Special Tribunal.
- (d) Recognizing that good Industrial Relations are the joint responsibility of the Employer, the appropriate recognized association and the members of the Teaching Service, the Employer will take all reasonable steps to ensure that senior and supervisory personnel are made aware of the rights of the Association's representatives to make effective representation and of the legal obligation to facilitate such representation.
- (e) Where it appears that a teacher who is an official of the Association has committed a breach, the Permanent Secretary shall bring the matter to the attention of the Association.

4. TRADE UNION FACILITIES

(i) Access to School Premises

- (a) Authorised representatives of the Association may enter a school during normal working hours at a date and time mutually agreed to with the Principal for the purpose of investigating any grievance or complaint affecting members of the particular school.
- (b) In the case of visits as at (a) above, not more than three authorised representatives of the Association shall be present. In exceptional circumstances, a Principal/School Supervisor may accommodate a larger delegation where he or she considers that there will be no disruption of the work of the school.
- (c) Where the Association's request to enter a school as at (a) is denied or delayed, the Association may pursue the matter using the appropriate lines of authority as set out in the Grievance Procedure.

(ii) Holding of Association Meetings in Schools

The procedure for the holding of Association Meetings in schools shall be as follows:

- (a) Members of the appropriate recognised association representative of the Teaching Service may be permitted to hold meetings of their association outside of official working hours, at schools in which

they work, whether such meetings include officials of the appropriate recognised association or not; provided that:

- reasonable notice of the time and place at which such meeting is to be held is given;
 - the purpose of the meeting is stated; and
 - The Principal has no objection to such meetings.
- (b) Where the Principal objects to any meeting being held, he shall inform the Staff Representative of his reasons and an effort shall be made to agree upon an alternative time and place.
- (c) Where the Staff Representative is unable to come to an agreement with the Principal for the holding of any meeting, the matter shall be referred to the appropriate School Supervisor. The holding of meetings in assisted schools shall be subject to the approval of the Manager.

(iii) Check off System

In pursuance of Regulation 61 of the Education (Teaching Service) Regulations, Ch. 39:01, the Ministry of Education shall make monthly deductions of union dues from the salaries of those teachers who authorize the Ministry in writing to make such deductions. A Teacher who wishes to revoke his/her authorization for this deduction shall be entitled to do so but the revocation must be in writing and signed by him/her.

The Association shall indemnify and hold the Government blameless from any and all claims, actions and suits arising out of the deduction of union dues.

Sums deducted in this connection shall be remitted to the Trinidad and Tobago Unified Teachers' Association on a monthly basis.

2. Communication in Schools

- (a) Space designated by the Principal in an area normally accessible to members of staff only shall be made available for the placement of a bulletin board in each government school for purposes of posting materials dealing with proper and legitimate business of the Association.
- (b) Such space may be provided in an assisted school where approval is granted by the School Board.

- (c) Provision of the board which shall be of standard size shall be the responsibility of the Association.
- (d) The Association shall consult the Principal prior to the placement of each notice with the exception of notices in respect of meetings of the Association or Minutes of Meetings between the Employer and the Association.
- (e) Where space is available, a convenient location in the school shall be designated by the Principal for a mail compartment of a moderate size.

(iv) Use of School Equipment

Where approval has been given under clause 3:03 or clause 3:04, the Principal may allow the Association's representatives the use of the school's equipment. The Association shall be responsible for any loss/damage to such equipment occurring during use by the Association and/or its members and guests.

(v) Information

- (a) The Employer shall provide the Association with copies of circulars pertaining to or impacting on the Teaching Service.
- (b) Other appropriate documentation relevant to the Teaching Service will be provided by the Ministry of Education to the Association upon request, and vice-versa.
- (c) Appropriate information relevant to the conduct of negotiations shall be readily made available by each party to the other.

(vi) Leave of Absence with pay to engage in the Business of the Association

Leave of absence with pay to engage in the business of the Association as well as time off for the handling of grievances shall be governed by Memorandum of Agreement Ref. PD(cs) 3/10/2 Sub. I Temp. dated September 1, 1989 between the Chief Personnel Officer and Trinidad and Tobago Unified Teachers' Association:

With effect from August 5, 1983 –

- (i) (a) The Trinidad and Tobago Unified Teachers' Association shall apprise the Permanent Secretary, Ministry of Education, or in the case of teachers stationed in Tobago,

the Chief Administrator, Tobago House of Assembly, of its standing nominated representatives (members of the Industrial Relations Committee) who will comprise its delegation to represent the said organisation, on an on-going basis at scheduled meetings with representatives of the Ministry of Education, Tobago House of Assembly or the Personnel Department. Such standing nominated representatives (members of the Industrial Relations Committee) shall be granted leave of absence with pay, as necessary, to attend scheduled meetings with representatives of the Personnel Department, the Ministry of Education or the Tobago House of Assembly;

- (b) In addition, on an ad hoc basis, the Trinidad and Tobago Unified Teachers' Association may, where it considers it necessary, co-opt a maximum of two (2) of its members, whose special knowledge/expertise the Trinidad and Tobago Unified Teachers' Association considers is needed to facilitate the said association in its representations on a specific subject; provided that the prior permission of the Permanent Secretary, Ministry of Education, or in the case of a teacher stationed in Tobago, the Chief Administrator, Tobago House of Assembly, has been had for the individual teacher to be absent from school for the particular purpose.

(ii) On the written application of the Association:

- (a) one day's leave of absence may be granted per fortnight to one representative (*DFO*) in each of the eight (8) educational districts in Trinidad and Tobago;
 - (b) a further day's leave of absence may be granted per month to each member of the Central Executive of the Trinidad and Tobago Unified Teachers' Association in order to attend Statutory meetings of the said Central Executive;
 - (c) leave of absence under (a) above shall, as far as practicable, be on a fixed day each fortnight, in order to ensure that official work in schools is carried out without interruption and without impairment.
- (iv) Subject to paragraphs (a) and (b) of Section 1 above, no teacher shall be permitted to carry out Association's business without the prior permission of the Permanent Secretary, Ministry of Education or the Chief Administrator, Tobago House of Assembly in the case of teachers stationed in Tobago; however, where a genuine emergency necessitates a School Supervisor or Principal having to allow a teacher time-off for such

purpose, the matter shall be promptly notified to the Permanent Secretary, Ministry of Education (through the office of the Administrative Officer V, Personnel and Industrial Relations) or the Chief Administrator, Tobago House of Assembly as the case may be.

NOTE: The present arrangement regarding time off for grievance handling is to be monitored by the Ministry of Education taking into account the Association's internal arrangements for handling grievances and the impact on teaching time.

(vii) Leave of absence for full time duty:

Leave of absence without pay to engage full time in the business of the Association shall be governed by Memorandum of Agreement Ref. PD (cs) 3/10/2 Sub. I dated May 13, 1987, between the Chief Personnel officer and Trinidad and Tobago Unified Teachers' Association.

The Employer shall determine the Teaching Establishment. In the event a reduction in the permanent establishment is contemplated the Employer shall inform the Association and enter into consultation with its representatives.

(viii) Grant of leave of absence with full pay to attend Training Programmes conducted by the Trinidad and Tobago Unified Teachers' Association.

| Name of Programme | Target Group | Max. No of persons/programme | No of days per year |
|----------------------------------|-----------------------|------------------------------|---------------------|
| 1. Staff Representative Training | Staff Representatives | | |
| Port of Spain | | 75 | 1 day |
| St. George East | | 75 | 1 day |
| Caroni | | 60 | 1 day |
| Victoria | | 75 | 1 day |
| St. Patrick | | 55 | 1 day |
| South Eastern | | 45 | 1 day |
| North Eastern | | 25 | 1 day |
| Tobago | | 30 | 1 day |

| | | | |
|--------------------------------|-----------------------------------|----|--------|
| 2. Training the Trainers | Members of the Training Committee | 9 | 3 days |
| 3. District Executive Training | District Executive | | |
| Port of Spain | | 20 | 1 day |
| St. George East | | 20 | 1 day |
| Victoria | | 20 | 1 day |
| Caroni | | 18 | 1 day |
| St. Patrick | | 18 | 1 day |
| South Eastern | | 16 | 1 day |
| North Eastern | | 16 | 1 day |
| Tobago | | 16 | 1 day |

All written applications for leave of absence shall as far as practicable be made to the Permanent Secretary, Ministry of Education or in the case of Tobago, the Chief Administrator, well in advance of the intended commencement date of the Training Programme.

The Permanent Secretary, Ministry of Education and the Chief Administrator have been advised accordingly.

5. CODE OF CONDUCT FOR TEACHERS

See Part III, Section B on Conduct

8. PROBATION AND SENIORITY

Seniority

Seniority shall continue to be determined in the manner set out hereunder:-

| | |
|---------------------|---|
| Teacher 1 and above | the effective date of seniority of the teachers who have taken the Teachers' Diploma shall be the date of passing the Teachers' Provisional Certificate or its equivalent which shall be the second year examination of the Teachers' Training College. |
|---------------------|---|

Where two or more teachers pass the Teachers' Provisional Certificate Examination or its equivalent on the same date the teacher who takes the Teachers' Diploma first, shall be the senior.

| | |
|---|--|
| Assistant 1, 11, & 111 | the effective date of seniority shall be the date of eligibility of the Teacher for acceptance into Training College. |
| Recruits for training from Outside the service | the date of seniority shall be the date of appointment to the Teaching Service. |
| Other categories of persons Engaged in the Teaching Service who were not Assistant Teacher I, II or III | Seniority shall be determined by the date of appointment to the particular grade within the range in which the teacher is serving. The seniority of teachers promoted to the same grade from the same date shall be determined by their seniority in their former grade. |

The seniority of a teacher who voluntarily leaves the Public Service and is subsequently re-appointed to it shall be reckoned from the date of re-appointment.

(v) Leave Arrangements

See Part III, Section D on Leave

9. ALLOWANCE UNDER THE TRAVELLING ALLOWANCES REGULATIONS

Chapter 23:50

- (i) The Travelling Allowances Regulations, Chapter 23:50 shall be applied to members of the Teaching Service, as may be appropriate, in circumstances where they are required to travel on official duty.

(ii) Subsistence Allowance

With effect from November 01, 1997 and subject to the conditions set out in Regulation 43 of the Travelling Allowances Regulations being met, Subsistence Allowance shall be paid where, in the course of his official duty, a teacher is required to travel beyond a radius of 10 miles (16 kilometres) from his station (school).

The rate of payment of the Allowance shall be:-

\$45 per day in Trinidad; and

\$51 per day in Tobago

(iii) Kilometric Allowance

With effect from November 01, 1997, the Kilometric Allowance shall be at the rate of .72¢ per kilometre.

(iv) Motor Vehicle Upkeep Allowance

With effect from November 01, 1997, the Motor Vehicle Upkeep Allowance shall be \$750 per month.

(xii) Kilometric Allowance under Regulation 16

With effect from November 01, 1997, the Kilometric Allowance under Regulation 16 shall be at the rate of \$1.05 per kilometre.

11. PUPIL/TEACHER RATIO/SPECIAL SCHOOLS

The Pupil/Teacher Ratio in Special Schools shall be 1:8

Maximum Size of Classes in Primary Schools in the Academic Year 1998/1999 and Subsequent Years.

1. At the start of the 1998/1999 academic year, there shall be a maximum student enrolment in all Infant Year One and Standard One classes.
2. The maximum enrolment of classes in 1998/1999 shall be as follows:

| | | |
|-------------------------|---|-----------|
| Infant Year One classes | : | 25 pupils |
| Standard One classes | : | 30 pupils |
3. In 1999/2000 and thereafter, the maximum size of classes shall be as follows:

| | | |
|-----------------------------------|---|-----------|
| All Infant classes | : | 25 pupils |
| All Standard One and Two classes: | | 30 pupils |
4. In 2000/2001 and thereafter, the maximum size of Standard Three classes will be thirty (30) pupils. Similarly in 2001/2002 and thereafter, the maximum size of Standard Four classes shall be thirty (30) pupils. In 2002/2003 and thereafter, all classes other

than infant classes shall not exceed an enrolment of thirty (30) pupils, while infant classes shall not exceed an enrolment of twenty-five (25) pupils.

Dated: 15 May, 1997

PD (CS):3/8/2 TEMP.

THE EDUCATION ACT, CHAPTER 39:01

(under Section 68)

Memorandum of Agreement

Between

THE CHIEF PERSONNEL OFFICER

- Party No. 1

And

THE TRINIDAD AND TOBAGO

- Party No. 2

UNIFIED TEACHERS' ASSOCIATION

Following consultation and negotiation arising out of representations from Party No. 2 by letter to the Honourable Prime Minister dated 1980, April 18, the parties hereby agree that the following terms and conditions of employment shall apply to members of the Teaching Service:

LEAVE OF ABSENCE WITH PAY TO PURSUE THE TWO YEAR COURSE LEADING TO THE DIPLOMA IN CO-OPERATIVE STUDIES, CIPRIANI LABOUR COLLEGE:

- i. A member of the Teaching Service who is a member of the appropriate recognized association and who is selected by the association to pursue the two year course leading to the Diploma in Co-operative Studies at the Cipriani Labour College may be granted leave of absence with pay for the full period of the course (depending on the financial assistance received by the teacher from other sources during that period).
- ii. All applicants for leave of absence shall, as far as practicable, be made well in advance of the intended commencement of the period of leave of absence.
- iii. The grant of the leave of absence is subject to the exigencies of the Teaching Service and Government reserves the right to determine the number of awards and the frequency with which the awards are to be given.

DATED THE 1st DAY OF MARCH 1989

PD (CS): 11/7/10

THE EDUCATION ACT, CHAPTER 39:01

(under Section 68)

MEMORANDUM OF AGREEMENT V

Between

THE CHIEF PERSONNEL OFFICER

- PARTY NO. 1

And

THE TRINIDAD AND TOBAGO

- PARTY NO. 2

UNIFIED TEACHERS' ASSOCIATION

Following consultation and negotiation, the Parties agree that the undermentioned terms and conditions of employment shall apply with effect from the dates specified to members of the Teaching Service:-

1. PENSION ARRANGEMENTS (SERVICE IN AN ACTING CAPACITY PRIOR TO COMPULSORY RETIREMENT)

The relevant Acts governing the provision of superannuation benefits to teachers shall be amended to provide for the following arrangements to be applicable to a teacher who retires compulsorily from the Teaching Service on or after January 1, 2005:

- i. where a Teacher has acted continuously in a higher office for a period of at least three (3) years immediately prior to the date of his/her compulsory retirement his/her superannuation benefits shall be calculated as if he/she had been substantively appointed to that office during the period; and
- ii. where a teacher has acted continuously in a higher office for a period of at least one (1) year prior to his/her compulsory retirement, the averaging principle shall be observed in the computation of his/her superannuation benefits.

2. COMPENSATION FOR INJURY/DEATH IN THE COURSE OF DUTY

The following provisions shall be made for the payment of compensation in respect of members of the Teaching Service who suffer injury or death arising out of and in the course of their employment.

1. A Compensation Committee shall be established as follows:

i. Function and jurisdiction of the Committee

The Committee shall receive, investigate, hear and determine claims for compensation taking into account:

(a) whether the injury to or death of the teacher was caused, and to what extent, by his/her participation in any type of illegal activity and whether any compensation is payable under the circumstances;

(b) the proportion of contributory negligence, if any, on the part of the teacher; and

(c) any payment gratuitously made to the teacher or a claimant by the State in respect of the same personal injury or death.

ii. Composition of the Compensation

The Committee shall comprise:

(a) an attorney-at-law whose name is on the Committee Roll of Attorneys-at-Law in accordance with the Legal Profession Act, having at least seven (7) years experience, and who shall be Chairman;

(b) an attorney-at-law whose name is on the Roll of Attorneys-at Law in accordance with the Legal Profession Act and who shall be Secretary to the Committee;

(c) a medical practitioner with at least seven (7) years experience registered under the Medical Board Act;

(d) a medical practitioner registered under the Medical Board Act or another suitably qualified person with at least four (4) years experience in the field of occupational health and safety; and

(e) a person who has at least three (3) years experience in the business of accident and health claims.

2. An aggrieved teacher or a beneficiary shall have the right to appeal to the Court of Appeal within six (6) weeks of determination of a claim by the Committee.

3. Subject to the provision of paragraph IV, the following benefits shall be granted in respect of injury or death arising out of and in the course of employment:

i. Compensation for death arising out of and in the course of employment

(a) an amount equal to three (3) years gross salary at the date of death; and

(b) such entitlement as is provided under the relevant Acts governing the provision of

superannuation benefits to teachers or any other relevant legislation.

- ii. Compensation for permanent total disablement or permanent partial disablement
 - (a) the same percentages of the amount of (i) above as those included under the Second Schedule to the Workmen's Compensation Act, Chapter 88:05; and
 - b) such entitlement as is provided under the relevant Acts governing the provision of superannuation benefits to teachers or any other relevant legislation
- iii All necessary injury leave as may be certified by a medical practitioner registered under the Medical Board Act or a Medical Board - Leave with full pay
- iv The following claims in respect of benefits for death or injury shall not come under the jurisdiction of the committee.

Claims which are occasioned by or have happened through the following circumstances:

- i. War, invasion, act of foreign enemy, hostilities (whether war be declared or not); civil war; rebellion, and revolution;
- ii. Suicide or attempted suicide, venereal disease, the influence or effect (temporary or otherwise) of alcohol or of drugs not prescribed by a medical practitioner registered under the Medical Board Act.
- v. These arrangements shall come into effect from **January 1, 2005**.

DATED THIS 24TH DAY OF MAY, 2005

THE REGULATIONS

This section governs the entitlements and responsibilities of teachers' vis-à-vis their immediate superiors and other teachers. These entitlements and responsibilities are embodied in the Education (Teaching Service) Regulations 1967 and the Public Service Commission Regulations 1966. They are also contained in Agreements between the Trinidad and Tobago Unified Teachers' Association, the Ministry of Education and the Chief Personnel Officer.

A. THE EDUCATION (SERVICE) REGULATIONS 1967

I. Appointments, Secondment and Pensions

1. The maximum age of recruitment for teachers is forty five (45) years. The minimum age is seventeen (17) years.
2. Persons above age forty five (45) may be recruited on contract.
3. Pensioners may not be re-employed unless the Teaching Service Commission (T.S.C.) is satisfied that the person has essential experience or technical qualifications, and that the post cannot be filled by promotion or new appointment of a suitable officer.
4. The appropriate association must first be consulted and if there is disagreement a dispute is deemed to exist.
5. The date of first appointment shall be the day the teacher assumes duty if the teacher is not selected from outside Trinidad and Tobago.
6. A Teacher is required to undergo a medical examination by a Government Medical Officer in order to be confirmed in the appointment.
7. A teacher on first appointment is normally required to serve a probationary period of period of one year. The period of probation on promotion is six months.
8. A teachers' probationary period ends after the expiry of the relevant period unless the teacher has been informed before the end of such period, that his probationary period has been extended. The Teacher shall be given the reasons in advance why his probationary period is being extended.
9. The teacher on secondment shall draw the full pay of the office to which the teacher was seconded. The teacher is eligible for increments in such office. Such teacher is eligible for promotion in the Teaching Service while "in absentia". Periods of secondments are counted for pension purposes.

10. The award of pensions and gratuities shall be governed by provisions of the Pensions Laws in force.
11. Priority is to be given to the payment of pensions and benefits.

II. Remuneration and Increments Regulations (17-30)

1. On first appointment a teacher's pay shall normally be computed from the date of assumption of duty. Commencing pay will normally be at the minimum of the applicable scale. Where however, the Teaching Service Commission is of the opinion that the teacher's qualifications or experience warrants a pay higher than the minimum, the Commission may authorize pay at an appropriate point within the relevant scale.
2. Pay day shall be on the day before the last business day of the month. When, however, the last business day falls on a Monday, pay day will be on the preceding Friday. This day may be varied by the Minister of Finance to an earlier date.
3. Each pay scale has its own increment levels. Increments are subject to completion of one year's satisfactory service as evidenced by the Staff Report.
4. The increment date is the anniversary date of the first appointment or promotion to the grade. Teachers who joined the service or were promoted to the present post before 2000 now have an increment date of 1st January.

III. Leave Regulations (43-53)

1. Teachers on vacation may be recalled to duty as the exigencies of the service may require. In that case compensatory leave or pay in lieu may be granted.
2. Teachers are entitled to fourteen (14) days Occasional Leave per year to attend to urgent private affairs. Not more than seven (7) days may be taken on any one occasion. Applications for more than two days must be made in writing.
3. Teachers selected to participate in sporting, cultural and educational events approved by government may be granted leave with full pay.
4. Special Leave is also granted to those selected to represent Trinidad and Tobago in these types of events.
5. Teachers are entitled to sick leave of fourteen (14) days per year. Where the period of one's illness exceeds two (2) days a medical certificate is required.

6. Where sick leave exceeds fourteen (14) days per year the Minister may grant extended sick leave on full or half pay. The Teacher must submit a Medical Certificate stating clearly the nature of the illness necessitating leave and such Certificate should be issued or counter signed by a Government Medical Officer.
7. A teacher, who in the opinion of the District Medical Officer is suffering from or is exposed to a communicable disease, will not be allowed to resume duty, unless the medical officer certifies that he/she does not present a danger to the school community. Any period of such leave in excess of twenty-eight (28) days may be treated as special sick leave.

Annual Vacation Leave Arrangements for Principals and Vice Principals

Annual vacation leave arrangements for Principals and Vice Principals shall be as follows:-

- a) With effect from January 01, 1999, Principals and Vice Principals of all secondary schools, Teachers Training Colleges, Technical Institutes and Point Fortin Vocational Centre shall be eligible to earn annual vacation leave at the rate of thirty five (35) working days per annum:
- b) Annual vacation leave shall not be accumulated beyond a maximum of ninety (90) days, and
- c) Principals and Vice Principals shall be required to be on duty at their respective schools during the school vacation, if not on approved annual vacation leave.

B. PUBLIC SERVICE COMMISSION REGULATIONS 1966

I. Delegation of Authority and Principles of Selection for Promotion

1. In considering eligibility for promotion the Commission may take into account:
 - a. Seniority
 - b. Experience
 - c. Educational Qualifications
 - d. Merit and ability
 - e. Relative efficiency

II. Conduct, Discipline and Review Regulations (60—122)

1. An officer shall conduct himself at all times and in such a manner that he/she does not bring the service of which he/she is a member into disrepute
2. In the discharge of his/her duties, a teacher must be polite and courteous to members of staff and the public.
3. A teacher must not be absent, without leave or reasonable excuse.
4. The Permanent Secretary must be informed by the teacher that he/she is leaving the country. In emergencies, a teacher must inform his/her Principal of the necessity to leave the country before leaving.
5. A teacher may not be engaged in any activity for pay if the activity compromises or is likely to compromise the teacher's performance.
6. Should the teacher be charged the principles of natural justice will apply.

The accused is:

- a. entitled to know full details of the charges and documents on which the Commission may rely;
- b. deemed innocent until proven guilty;
- c. allowed to be represented by counsel;
- d. allowed to call witnesses to give evidence;
- e. entitled to the right to cross-examine witnesses.

Possible outcomes of the charge and penalties attached are as per Regulation 110:

1. Found guilty:
 - a. Reprimand
 - b. Reduction in rank
 - c. Suspension
 - d. Fine or withdrawal of increment
 - e. Dismissal

Under the right to appeal, appeals must normally be filed within a specific period to the Public Service Appeal Board.

7. A teacher must not use school equipment for purposes other than to meet the needs of the school. He must first seek the permission of the Principal or other persons authorized to give such permission.

TEACHING SERVICE POSTS AND SALARY GRADES

Grade 1

- Assistant Teacher (Primary)
formerly Assistant Teacher II

Grade 2

- Assistant Teacher (Secondary)
formerly Assistant Teacher III
- Technical Vocational Teacher I

Grade 3

- Special Education Teacher I
- Teacher I (Primary)
- Teacher I (Secondary)
- Teacher II (Secondary)
- Technical Vocational Teacher II
- Technical Vocational Teacher III

Grade 4

- Head of Department (Primary)
- Senior Teacher (Primary)
- Special Education Teacher II
- Teacher III (Secondary)
- Teacher III (Technical Institute)
- Technical Vocational Teacher IV

Grade 5

- Dean (Secondary)
- Head of Department (Secondary)
- Senior Special Education Teacher
- Vice-Principal (Primary)
- Vice-Principal (Special Education)

Grade 6

Grade 7

- Principal (Primary)
- Principal (Special Education)
- Principal (Vocational Centre)
- Vice-Principal (Secondary)

Grade 8

- Principal (Secondary)

Grade 9

SALARY AGREEMENT 2005-2008

OCTOBER 1, 2005 - SEPTEMBER 30, 2006

| Grade | Min | A | B | C | D | E | F | Max | 1st | 2nd | 3rd | 4th | 5th |
|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 9 | 14,009 | 14,332 | 14,654 | 14,976 | 15,299 | 15,621 | 15,943 | | | | | | |
| 8 | 12,690 | 13,002 | 13,314 | 13,625 | 13,937 | 14,247 | 14,559 | 14,870 | | | | | |
| 7 | 11,666 | 11,979 | 12,292 | 12,606 | 12,919 | 13,232 | 13,545 | 13,859 | | | | | |
| 6 | 10,709 | 11,024 | 11,338 | 11,653 | 11,967 | 12,282 | 12,597 | 12,911 | | | | | |
| 5 | 9,722 | 10,041 | 10,358 | 10,677 | 10,995 | 11,314 | 11,632 | 11,950 | | | | | |
| 4 | 8,369 | 8,613 | 8,856 | 9,099 | 9,343 | 9,586 | 9,830 | 10,073 | 10,316 | 10,560 | 10,804 | 11,047 | 11,290 |
| 3 | 6,766 | 6,998 | 7,231 | 7,464 | 7,697 | 7,929 | 8,161 | 8,395 | 8,627 | 8,860 | 9,092 | 9,324 | 9,558 |
| 2 | 5,530 | 5,688 | 5,846 | 6,004 | 6,163 | 6,321 | 6,479 | 6,637 | | | | | |
| 1 | 4,605 | 4,744 | 4,885 | 5,025 | 5,165 | 5,304 | 5,445 | 5,585 | | | | | |

OCTOBER 1, 2006 - SEPTEMBER 30, 2007

| Grade | Min | A | B | C | D | E | F | Max | 1st | 2nd | 3rd | 4th | 5th |
|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 9 | 14,138 | 14,464 | 14,790 | 15,115 | 15,441 | 15,767 | 16,092 | | | | | | |
| 8 | 12,812 | 13,127 | 13,442 | 13,757 | 14,072 | 14,387 | 14,702 | 15,016 | | | | | |
| 7 | 11,770 | 12,086 | 12,402 | 12,719 | 13,036 | 13,352 | 13,668 | 13,985 | | | | | |
| 6 | 10,803 | 11,121 | 11,439 | 11,756 | 12,074 | 12,392 | 12,710 | 13,028 | | | | | |
| 5 | 9,806 | 10,127 | 10,449 | 10,771 | 11,092 | 11,414 | 11,735 | 12,057 | | | | | |
| 4 | 8,453 | 8,699 | 8,945 | 9,192 | 9,438 | 9,684 | 9,931 | 10,177 | 10,423 | 10,670 | 10,916 | 11,162 | 11,409 |
| 3 | 6,829 | 7,065 | 7,300 | 7,536 | 7,771 | 8,006 | 8,242 | 8,478 | 8,713 | 8,948 | 9,183 | 9,418 | 9,654 |
| 2 | 5,572 | 5,733 | 5,892 | 6,052 | 6,212 | 6,372 | 6,531 | 6,691 | | | | | |
| 1 | 4,639 | 4,781 | 4,923 | 5,065 | 5,207 | 5,349 | 5,491 | 5,633 | | | | | |

OCTOBER 1, 2007 - SEPTEMBER 30, 2008

| Grade | Min | A | B | C | D | E | F | Max | 1st | 2nd | 3rd | 4th | 5th |
|-------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| 9 | 16,188 | 16,570 | 16,952 | 17,334 | 17,716 | 18,097 | 18,479 | | | | | | |
| 8 | 14,750 | 15,123 | 15,495 | 15,868 | 16,241 | 16,613 | 16,986 | 17,358 | | | | | |
| 7 | 13,431 | 13,798 | 14,164 | 14,531 | 14,899 | 15,266 | 15,632 | 15,999 | | | | | |
| 6 | 12,307 | 12,676 | 13,045 | 13,414 | 13,783 | 14,152 | 14,521 | 14,890 | | | | | |
| 5 | 11,144 | 11,517 | 11,891 | 12,265 | 12,639 | 13,012 | 13,386 | 13,760 | | | | | |
| 4 | 9,787 | 10,080 | 10,373 | 10,666 | 10,959 | 11,252 | 11,545 | 11,838 | 12,131 | 12,424 | 12,717 | 13,010 | 13,303 |
| 3 | 7,843 | 8,123 | 8,403 | 8,683 | 8,963 | 9,244 | 9,524 | 9,804 | 10,084 | 10,364 | 10,644 | 10,924 | 11,204 |
| 2 | 6,253 | 6,439 | 6,625 | 6,811 | 6,997 | 7,184 | 7,369 | 7,556 | | | | | |
| 1 | 5,192 | 5,364 | 5,537 | 5,709 | 5,883 | 6,055 | 6,228 | 6,400 | | | | | |

INCENTIVE ALLOWANCE FOR TEACHING IN REMOTE AREAS

With effect from the commencement of the academic year 2001/2002 and Incentive Allowance of 6% of salary shall be paid to Teachers Grades 1 - 4 who are **appointed** to the designated schools listed below, and who reside **permanently** beyond a distance of 20 kilometres from the school in Trinidad and 15 kilometres in Tobago. The allowance is intended to assist in attracting Teachers to take up appointments in certain schools in remote locations where the Ministry of Education and the Tobago House of Assembly are experiencing difficulty in getting Teachers to serve. The arrangements are to be reviewed in one (1) year's time. The schools are as follows:

TRINIDAD

SECONDARY SCHOOLS

Biche High
Blanchisseuse High
Cedros Composite
Matelot Community
Toco Composite
Point Fortin Junior Secondary
Point Fortin Senior Secondary
Rio Claro High
Rio Claro College
Matura High
Mayaro Composite
Moruga Composite

Point Fortin Vocational Centre (effective the commencement of the 2004/2005 academic year)

Guayaguayare High School (effective the commencement of the 2007/2008 academic year)

TOBAGO

SECONDARY SCHOOLS

Roxborough Composite
Speyside High School
Parlatuvier A.C.

PRIMARY SCHOOLS

Blanchisseuse Gov't
Brasso Venado Gov't
Las Cuevas Gov't
Montevideo Gov't
Icacos Gov't
Cedros Gov't
Cap-de-Ville Gov't
Fanny Village Gov't
Chatham Gov't

PRIMARY SCHOOLS

L'Anse Fourmi Methodist
Charlotteville Methodist

Principals of the above-mentioned schools in Trinidad are hereby requested to submit the names and addresses of Teachers who are eligible to receive this allowance, to the Permanent Secretary, Ministry of Education (Attention: Human Resource Officer III, Secondary Section, Personnel Management Unit) by February 22, 2002.

Proof of permanent residency at the given address, for example, in the form of a utility bill, should also be provided.

Schools Supervisors and Principals are asked to ensure that this Circular Memorandum is brought to the attention of all relevant personnel.

A. Jack
Permanent Secretary (Ag.)
Ministry of Education

FILE NO. E: 2/1/22
Circular Memorandum No. 60

**FROM: Permanent Secretary
Ministry of Education and Culture**

**TO: Heads of Divisions, Principals All Secondary,
Intermediate and Primary Schools**

DATED: 29th June, 1972

**SUBJECT: Proper channels of communication with Ministry
of Education and other Ministries/Departments**

1. All Public Officers and members of the Teaching Service are reminded that official correspondence with the Ministry of Education and Culture should be addressed to the Permanent Secretary, Ministry of Education and Culture.
2. Teachers are advised to forward correspondence through the Principal of the school to which they are assigned. The Principal should then submit same through the School Supervisor of the area.
3. Public Officers are advised to forward correspondence through the Head of the Division/Section/Department to which they are allotted.
4. Correspondence with other Ministries and Departments should be addressed - u.f.s. Permanent Secretary, Ministry of Education and Culture, and submitted for transmission in the manner outlined above.

Harold Leacock
Permanent Secretary
Ministry of Education and Culture

File No.: E 77/1/8

Circular Memorandum No. 104

**FROM: Permanent Secretary
Ministry of Education**

**TO: Schools Supervisors I, II, III
Principals I, II**

DATED: July 18th, 1989

SUBJECT: Fund-Raising in Schools

1. Fund-Raising has always been a legitimate part of the extra curricular activities of a significant number of schools.
2. In recent times, many more Principals have found it necessary to engage in Fund-Raising projects in order to provide funds to finance a number of School programmes and functions.
3. The increased involvement in these activities has brought to light a number of somewhat irregular practices which cannot be supported by the Ministry.
4. In an effort to assist Principals and Teachers to avoid some of the problems and pitfalls that can accompany Fund-Raising efforts, **the Ministry of Education in collaboration with the Trinidad and Tobago Unified Teachers' Association issues the following guidelines:**
 - i. Fund-Raising ventures aimed at providing financial support for legitimate school activities are highly commendable and to be encouraged;
 - ii. Teachers are encouraged to participate in these activities even though such **participation is not a requirement of the Teaching Service and cannot be demanded by the Principal;**
 - iii. The purpose of the Fund-Raising should be clearly identified in advance; the Internal Auditor should be supplied with all relevant information pertaining to the project, prior to the event;
 - iv. **Funds collected for a specific purpose or project should be expended on the project for which they were raised;**

- v. **A separate bank account should be opened to keep the monies received. Two signatories should be required on this account; at least one of whom must be a Teacher nominated by the Staff. This account will be subject to inspection by the Internal Auditor of the Ministry of Education;**
- vi. **Only when the needs of this project have been fully met may the excess funds be diverted to another cause. The excess funds should be transferred to the school's regular accounts, and the separate bank account closed;**
- vii. A decision as to the use of excess funds should rest with the Principal and those Teachers who contributed to the raising of the funds;
- viii. Ideally, all payments from this fund should be made by cheque. Where cash payments are unavoidable, receipts for the expenditure should be demanded and carefully filed;
- ix. **A written interim report on the entire venture should be presented to the Staff and parents, if they were involved, and the Internal Auditor, within three weeks of its end by the Principal or the Teacher who was appointed to be in charge;**
- x. **A final written report, including the bank statement and cash receipts should be presented to the Staff (and parents if they were involved) and the Internal Auditor two months after the fund is closed.**

Clive B. Borely
for Permanent Secretary
Ministry of Education

File No.: E 4/1/44

Circular Memorandum No. 84

FROM: Permanent Secretary
TO: Principals I, II, III and IV
DATED: 5th May 1993
SUBJECT: Time-off to Collect Salaries

1. This Circular sets out the conditions for the utilization of time-off to collect salaries in keeping with an **Agreement** between the Ministry of Education **and** the Trinidad and Tobago Unified Teachers' Association (T&TUTA).
2. Teachers shall be granted time-off to collect their salaries subject to the following conditions:-
 - i. **In normal circumstances** up to two (2) hours shall be allowed.
 - ii. **In special circumstances** additional time-off may be granted at the discretion of the Principal.
 - iii. Teachers must give the Principal at least twenty-four hours notice of the time they intend to go for their salary.
 - iv. The time-off shall be so organised that the functioning of the school will not be seriously disrupted.
 - v. Time-off will be approved on the official pay day and the succeeding four (4) working days. No Teacher will be allowed time-off for salaries other than during this period.
3. Principals are advised to draw up (where possible) a roster to facilitate the smooth implementation of this provision.
4. Please bring this Circular to the attention of all members of staff.

Cloyd Crosby
Director of Schools Supervision
for Permanent Secretary
Ministry of Education

FILE NO. E: 8/1/26

Circular Memorandum No.: 127

**FROM: Permanent Secretary,
Ministry of Education and Culture.**

TO: Principals of Public Schools

DATED: 25th October, 1977

**SUBJECT: Instructions in respect of School Camps,
Education Outings and Rambles**

1. The attention of Principals is drawn to the guidelines in respect of the conduct of school outings;
 - a) A Principal is responsible for, inter alia, the supervision of the physical safety of pupils and for the allocation and supervision of the duties and responsibilities of members of staff. This duty of supervising the physical safety of pupils extends during every school day as well as over periods during which the children participate in extra curricula activities and/or official functions authorised by the Supervisor, Principal or Ministry. Further a Principal may delegate any duty to any member of his staff;
 - b) He should therefore ensure that -
 - (I) parental consent in writing is obtained for each child participating in the activity;
 - (II) adequate arrangements for supervision are made in respect of the number of teachers assigned to a group;
 - (III) where female students are participating in the activity, female teachers form part of the supervisory team.
2. Principals must apply well in advance of the proposed activity to the Permanent Secretary through the relevant school Supervisors for the necessary permission, indicating that the conditions as above have been satisfied.

3. Circular No. 87 dated 5th October, 1976, is hereby withdrawn.

Carlyle Henry
Ag. Permanent Secretary
Ministry of Education and Culture

E: 581116

CIRCULAR MEMORANDUM NO.76

FROM: Permanent Secretary
Ministry of Education

TO: Principals (Primary & Secondary), Coordinators
(ECCE), School Supervisors, Director of
Curriculum Division, Manager, and Student
Support Services Division

DATE: September 02, 2008

SUBJECT: Procedures for all school personnel re: matters of
Child Sexual Abuse

Your attention is drawn to the following procedures for managing reports of Child Sexual Abuse at all schools and ECCE Centres.

LEGAL PRESCRIPTION

According to the Sexual Offences Act No. 27 of 1986, indictable sexual offences include:

- Rape
- Sexual intercourse with a female under 14 years of age
- Sexual intercourse with a female between 14 years and 16 years
- Sexual intercourse with a male under 16 years
- Incest
- Sexual intercourse with an adopted minor
- Sexual intercourse with a minor employee
- Sexual intercourse with a mentally subnormal person
- Buggery
- Indecent assault
- Serious indecency

Act No. 31, of 2000 (an Amendment to the Sexual Offences Act) provides for the **MANDATORY** reporting of a sexual offence against a minor. (A minor is defined as anyone under 18 years of age)

Section 31 (1) states:

1. Any Person who:
 - (a) Is the parent or guardian of a minor;
 - (b) Has the actual custody, charge or control of a minor;
 - (c) Has the temporary custody, care, charge or control of a minor for a special purpose as his attendant, employer or teacher, or in any capacity' or
 - (d) Is a medical practitioner, or a registered nurse or midwife, and has performed a medical examination in respect of a minor,

And who has **reasonable grounds for** believing that a sexual offence has been committed in respect of that minor, **shall report the grounds for his belief to a police officer** as soon as reasonably practicable.

2. Any person who without reasonable excuse fails to comply with the requirements of subsection (1) is guilty to an offence and is liable on the summary conviction to a **fine of fifteen thousand dollars (\$15,000.00)** or a term of **imprisonment of seven (7) years or to both** fine and imprisonment.
3. No report made to a police officer under the provision of subsection (1) shall if such report was made **in good faith** for the purpose of complying with those provisions, **subject the person who made the report to any action, liability, claim or demand whatsoever.**

All School Personnel should note the following:

In good faith:

You honestly believed that act occurred whether it did or not and you thought your information was a representation of the truth.

Any person:

Once you are aware that a sexual offence may have been committed you are required by law to make a report of same to the police.

Reasonable grounds:

You are in receipt of sufficient information to believe that a sexual offence was committed.

Report to a police officer:

Make a formal report to the police and ensure your report is noted in the Station Diary.

Section 31A

Where a person prevents a minor from

(a) Giving a statement to the police; or

(b) Testifying,

In processing relating to a sexual offence, he commits an offence and is liable on summary conviction to a **fine of twenty thousand dollars (\$20,000.00)** and to **imprisonment for a term of ten (10) years.**

PROCEDURES

When a student/adult makes a report to any school personnel, such a person has the responsibility to report the matter using the following guidelines.

1. Listen, get the facts and record the information as given by the person making the report: victim, or any other person. The basic principles governing the process are: (a) "believing the child" and (b) do no harm to the client.
2. Record all information consistent with the provisions of Act 31, 2000. Section 31B.
3. Report the matter to the Principal/ Coordinator in his/her role as reporting officer for the school.
4. Principal, and person(s) informing the Principal (teacher, parent student and other adults), **MUST** then make a formal report in person at the Police Station (all persons with knowledge have the responsibility to report to the Police). Principal is to inform parents **AFTER** making report to the Station.
5. Police are also to inform parents.
6. Principal must then report to the Ministry via the normal reporting channels.
7. Copies of all reports, including all supporting documents must be forwarded to the Legal Division of the Ministry of Education for appropriate advice and direction.
8. Principal must simultaneously make appropriate referral to Student Support Services Division at the District Office so that support for the student and family could be provided. The referral must include:-
 - (a) A completed referral Form
 - (b) Copies of written reports –under confidential cover directly to relevant Officer
 - (c) Contact information for student and parents
9. Student Support Services Division personnel (Guidance Officer H and Senior' School Worker) must follow departmental procedures in providing intervention and support services.

IMPORTANT TO NOTE

The entire procedure has three (3) main stages:

1. Reporting: School personnel have the responsibility to report, NOT to investigate, determine fact, or make judgments of innocent or guilty.
2. Investigating: The Police are responsible for investigating and determining whether charges should be laid. The police enforce the Law.
3. Determining: The Magistrate / Judge determines guilt or innocence. They dispense justice.

All Supervisors, Principals are to ensure that the contents of this circular are drawn to the attention of all school personnel in schools and Early Childhood and Care Education Centres.

PART III, SECTION B CONDUCT

CODE OF CONDUCT FOR TEACHERS

- | | | |
|-----------------------|----|---|
| Definition | 1. | In these Regulations: <ul style="list-style-type: none">i. “Agency” means the Ministry of Education or the Tobago House of Assembly, as the case may be:ii. Permanent Secretary” includes the Chief Administrator, Tobago House of Assembly. |
| General Conduct | 2. | A teacher’s conduct shall be such at all times as not to bring the Service into disrepute. |
| Duties of Teachers | 3. | <ul style="list-style-type: none">(1) A teacher shall effectively and conscientiously discharge the duties of the office to which that teacher is appointed, and any other job related duties that are lawfully required of that teacher.(2) In the discharge of those duties, a teacher shall be courteous and polite to colleagues, students and the public.(3) A teacher shall not willfully refuse or deliberately omit to perform those duties. |
| Absence without leave | 4. | <ul style="list-style-type: none">(1) A teacher shall not be absent from duty without leave or reasonable excuse.(2) A teacher when leaving the country shall inform the Permanent Secretary in advance in writing accordingly or in cases of emergency, his Principal or School Supervisor who shall report forthwith, in writing, to the Permanent Secretary. |
| Activities | 5. | <ul style="list-style-type: none">(1) A teacher shall not, directly or indirectly, be involved in any financial or other interest or undertaking which could conflict with, compromise, or reasonably be said to conflict with or compromise that teacher’s job performance or office.(2) Where such actual or potential conflict or compromise arises, the teacher shall inform the Permanent Secretary through the Principal or School Supervisor.(3) The Permanent Secretary will determine the nature and degree of conflict or compromise, decide upon an appropriate course to resolve it and advise the teacher accordingly. |

- (4) A teacher who is aggrieved by that decision may appeal to the Chief Personnel Officer through the Permanent Secretary.
- (5) Where a teacher is aggrieved by the decision of the Chief Personnel Officer, the matter may be pursued on his behalf by the appropriate recognised organisation as a grievance to be dealt with under Sections 63 to 71 of the Act.
- Teacher 6. (1) A teacher shall not make any unauthorised disclosure or make copies for private use of official documents, papers, or information of which that teacher may have become aware in the course of the performance of duty.
- (2) Unauthorised disclosure does not include the reporting of a teacher of complaints to the Chief Personnel Officer, Auditor General or the Teaching Service Commission with regard to the conduct of the Teaching Service, where such complaints have been reported to senior officers without redress.
- Teachers 7. A teacher other than as a representative of a comments on questions of public recognised association, shall not respond to questions of public policy in a manner that could reasonably be construed as criticism and which may call into question his ability where applicable, to impartially implement, administer or advise on Government policy.
- Lectures 8. (1) Where a teacher prepares or delivers a lecture or a talk in connection with his duties he shall receive no remuneration or benefit either on his own behalf or on behalf of the Ministry for the preparation or delivery of that lecture or talk;
- (2) Lectures or talks which are not necessary for the Ministry's purposes may be prepared or given outside of working hours by teachers who are knowledgeable in a particular subject, whether or not they have specialized in this subject in their official capacity.
- (3) Where the subject matter of the lecture or talk referred to in sub regulation (2) is related to the work or the policy of the Ministry, or if that teacher's title is to be announced, the prior authority of the Permanent Secretary is required to ensure that -

(a) there is nothing in the lecture or talk contrary to the public interest or inconsistent with the status of the teacher, and

(b) The standing of the teacher is sufficient to justify the delivery of the lecture under his title.

- (4) Where, in respect of a lecture or talk given by a teacher under sub regulations (2) and (3), the work involved in the preparation and delivery of the lecture or talk is done outside of working hours, the teacher may make private arrangements for remuneration subject to the due observations of any professional rule that may be in force.

- Indebtedness 9. A teacher shall not incur indebtedness to the extent that it compromises that teacher's job performance or brings the Service into disrepute.
- Bankruptcy 10. A teacher against whom bankruptcy proceedings have been taken or who becomes insolvent or who has been declared bankrupt shall within seven (7) days report that fact to the Permanent Secretary.
- Teacher 11. A teacher shall not solicit the intervention or not to solicit influence of members of Parliament, Ministers, members of a Commission, or prominent members of the community to solicit support or advance his claim for specially favourable treatment in the Service.
- Gifts 12. Except with the permission of the Permanent Rewards Secretary, a teacher shall not accept any gift or reward from any member of the public or from any organization for services rendered in the course of performing official duties.
- Exceptions 13. Notwithstanding regulation 12, a teacher may accept a present offered -
- (a) by a representative of a foreign government on the occasion of an official visit to that country;
 - (b) by a community organization, on a social occasion where the gift represents the work or achievement of that organization; and
 - (c) on his marriage, retirement, transfer or other social or celebratory occasion.

- | | | |
|---|-----|--|
| Teacher not to solicit or accept bribe | 14. | A teacher shall not, directly or indirectly, solicit or accept any property, benefit or favour of any kind for himself or any other person in consideration or on the understanding of his actions as a teacher being influenced in any manner. |
| Bribery | 15. | A teacher who is offered a bribe shall immediately inform his Principal in writing, who shall notify the Permanent Secretary who shall have the matter reported to the Police. |
| Legal | 16. | A Teacher who desires to initiate legal proceedings against another teacher or against a member of the public with respect to any matter which arose out of, or in the course of, the execution of duty shall inform the Permanent Secretary. |
| Teacher to report Criminal Charge | 17. | A teacher who is charged with a criminal offence which carries a penalty of imprisonment shall report the matter without delay to the Permanent Secretary. |
| Misconduct Defined | 18. | <p>(1) A teacher who without reasonable excuse does an act which</p> <ul style="list-style-type: none"> (a) amounts to failure to perform any required lawful duty in a proper manner; (b) contravenes any of the Regulations; (c) contravenes any law relating to the performance of the duties of his office; or (d) is otherwise prejudicial to the efficient conduct of the Service or tends to bring the Service into disrepute <p>Commits an act of misconduct.</p> <p>(2) Without prejudice to the generality of sub regulation (1), a teacher who –</p> <ul style="list-style-type: none"> (a) Is absent from office or official duties without leave or valid excuse, or who is habitually irregular in the time of arrival or departure from the place of employment; (b) Willfully disobeys or disregards any lawful order made or given by any person having authority to make or give such order; |

- (c) Is unfit for duty through drunkenness or the illicit use of drugs;
- (d) Is inefficient or incompetent through causes which are within the teacher's control;
- (e) Commits any immoral, obscene or disorderly conduct in office;
- (f) Performs the required duties in a negligent manner;
- (g) Exercises authority unreasonably, or abuses that authority in the course of performing the required duties;
- (h) Uses, without the authority of the Principal or in his absence the Vice Principal, any property or facilities provided for the purpose of service not connected with that teacher's official duties;
- (i) Has a criminal charge proved against that teacher;
- (j) Participates in the meetings of any political organisation while on duty or while on official business,

Commits an act of misconduct.

FILE NO. EC: 4/1/35

Circular Memorandum No: 105

**FROM: Permanent Secretary
Ministry of Education and Culture**

TO: All Principals

DATED: 16th July 1979

SUBJECT: Regularity and Punctuality at Work

1. It has come to my notice that despite several circular instructions issued by my predecessors, there is still a marked incidence of irregularity and unpunctuality on the part of some members of the teaching staff of the Ministry of Education & Culture.
2. The situation is such that it is found necessary to issue certain guidelines for the information of all Principals and their staff, and to repeat previous warnings that where there is evidence of persistent disregard for the Regulations relating to attendance at work and punctuality, there will be no alternative but to institute disciplinary proceedings against offenders;
3. The official working hours are as follows:

Primary School Level 8:30a.m. to 11:30a.m. and 12:30p.m. to 3:00p.m.

Secondary School Level 8:10a.m. to 11:15a.m. and 12:15p.m. to 2:30p.m.
4. The Ministry however, has accepted where the circumstances so warrant, variations in the arrangement stipulated at paragraph (3) above provided:
 - i. the regular number of hours of school work is not reduced;
 - ii. written approval of any such variation is first obtained from the Ministry.
5. The present arrangements whereby teachers attend ten minutes before the commencement of instructions to prepare their class rooms would continue, but for purposes of assessing punctuality, the starting time as given in paragraph (3) above would be regarded as the normal starting time, except where otherwise approved.
6. Principals are reminded that it is their responsibility to report for disciplinary purposes teachers who are persistently unpunctual and

- irregular at work. Monthly returns of teachers who have been unpunctual should be submitted for my attention.
7. All teaching staff are required to sign the attendance register and Principals are reminded of the necessity to make proper arrangements for the security of attendance registers.
 8. It has also been drawn to my attention that within recent times an unusual number of Principals and Teachers, not attached to the host schools, are regularly in attendance at school sports meetings. While it can be appreciated that there is the need for collaboration and co-operation by teachers in these worth-while ventures, the presence at these sports meetings of Principals and Teachers who are not involved in the organisation and implementation of such sports programmes, places additional burdens on the remaining members of the staff of the schools from which the Principals and Teachers come. We can ill-afford this waste of manpower resources especially at this time.
 9. It is hoped that attempts would be made as far as possible to confine participation within the school resources not only to ensure greater involvement of members of the staff but also to provide opportunity for professional development in managerial skills, leadership etc. Where however it is necessary to request teachers from other schools the advice of the School Supervisor of the host school should be sought, and teachers who are invited must seek the permission of their respective School Supervisors. Such application should be sent through the Principal concerned. Further, appropriate entries should be made in the School Log Book.
 10. I should like to count on the co-operation of all teaching staff of the Ministry, for rigid compliance with the regulations relating to attendance and hours of work, since irregular attendance and unpunctuality adversely affect the welfare of the children and undermine public confidence in this important area of the Public Service, particularly at this critical period, when general security in the school system is regarded as a matter of high priority.
 11. Principals are requested to bring this Circular to the attention of all members of staff and ensure those signatures thereto are obtained as evidence that they have seen it.
 12. Let us all begin to set a good example.

Norbert Masson
Permanent Secretary
Ministry of Education & Culture

File No.: 8/1/13

Circular Memorandum No. 42

**FROM: Permanent Secretary
Ministry of Education**

**TO: Principals I & II
Primary and Secondary Schools**

DATED: March 7th, 1994

SUBJECT: Use of the Log Book

1. In each school there shall be kept a Log Book.
2. This Circular seeks to provide guidelines on the appropriate use of the Log Book.
3. The following guidelines are hereby issued:
 - i. The Log Book is an official document in which all relevant information about the administration of the school is recorded daily.
 - ii. The Principal or the person acting instead of the Principal shall make appropriate entries.
 - iii. In it shall be entered such events as the introduction of new books, new equipment, or courses of instruction; all school holidays and authority therefore; particulars of field trips or educational visits; commendations of members of staff; absence, illness, transfers, unpunctuality or neglect of duty on the part of members of staff; assumption and resumption of duty; last day on the job; and any special circumstances affecting the school that may, for the sake of reference or any other reason, deserved to be recorded.
 - iv. The Supervisors and senior officials of the Ministry of Education and the Managers of the respective schools shall also make such entries in the Log Book as they think fit; and record their visits.
 - v. Any adverse report on a member of staff recorded in the Log Book shall be shown to that member of staff and signed by him/her.

The Teacher should be advised that signing an entry is not an admission of guilt, but merely an indication that the Teacher reported upon is aware that such action has been taken.

The Teacher could request a copy of the entry.

Where a teacher refuses to sign or initial such an entry, this fact must be recorded in the Log Book, and the entry witnessed and countersigned by another member of staff.

- vi. No entry made in the Log Book shall be erased, removed or altered in any way, except by subsequent entry.
 - vii. Entries should be made promptly and signed as soon as they have been made.
 - viii. Entries should be specific and vagueness must be avoided.
 - ix. Entries in the Log Book must be treated as official correspondence and must not be communicated to the public.
 - x. The Log Book is the Principal's responsibility and should be safely secured at all times. The Principal must make the Log Book available to all those authorized to have access to it — School Supervisors, Senior Officials of the Ministry of Education and School Managers.
 - xi. Reflections/opinions of a general nature should not be entered in the Log Book.
4. Perusal of the Log Book should be a part of the routine of every school visit by a Supervisor.
 5. A well-kept Log Book is an historical document which can prove invaluable to future Principals and Researchers. The records may be used to identify anniversaries and other important dates and events in the life of the school.
 6. This Circular replaces Circular #53 of 1977 dated May 5, 1977.
 7. Supervisors are asked to go through this Circular with School Administrators to ensure familiarity with the Guidelines.
 8. Your usual cooperation is expected.

Cloyd Crosby
Director of Schools Supervision
For Permanent Secretary
Ministry of Education

PART III, SECTION C HEALTH AND SAFETY

1998 March 31

WHAT TO DO IN EMERGENCIES ARISING OUT OF CIRCUMSTANCES ADJUDGED BY A SCHOOL TO BE HAZARDOUS OR INJURIOUS TO HEALTH OR LIFE

The Industrial Relations Committee (IRC) at its meeting of Monday 7th June, 1982 decided upon the following procedure for emergency situations.

1. Even where the circumstances are clear and urgent, the IRC should be informed **BEFORE** action is taken.
2. In an emergency where the District Chairman or the IRC Chairman cannot be reached and immediate action is called for, it may be decided upon by a majority vote of the T&TUTA members of staff present, for a maximum of forty-eight (48) hours or two (2) working days, (unless the danger persists for longer). The Teachers should attend each day for the purpose of signing the register. In each case, within twenty-four (24) hours the Staff Representative must inform the District Chairman whose responsibility it shall be to see that the IRC Chairman is informed of the situation.
3. Where the District Chairman cannot contact the IRC Chairman, he shall have the power, after conferring with the staff, to extend the action of the staff by a further twenty-four (24) hours, or he may direct the staff to return to work where, in his opinion, this course of action is preferable.
4. On being informed of the emergency, the IRC Chairman may extend the action of the staff for still a further two (2) days, but he must within this time hold a meeting of the IRC to formalize a decision. Where the IRC Chairman is unavailable, the decision may be taken either by the President of the Association, or any two (2) members of the IRC. Should it be impossible to hold an IRC meeting within two (2) days, the staff action must cease after five (5) days until the Committee can meet.

NOTE: "FAILURE TO COMMENCE WORK OR A REFUSAL TO CONTINUE WORKING BY REASON OF THE FACT THAT UNUSUAL CIRCUMSTANCES HAVE ARISEN WHICH ARE HAZARDOUS OR INJURIOUS TO HEALTH OR LIFE, DOES NOT CONSTITUTE INDUSTRIAL ACTION".

See: Industrial Relations Act, Section 2 (1)

PROCEDURE WHEN THERE IS NO WATER IN SCHOOL

The Industrial Relations Act 2 (1) states in the preamble that:

“a failure to commence work or a refusal to continue working by reason of the fact that unusual circumstances have arisen which are hazardous or injurious to health or life does not constitute “industrial action”

A Teacher has the right and responsibility to protect himself/herself from exposure to hazardous situations or conditions that are injurious to health or life by removing himself/herself from such situations. Such removal of oneself should be done courteously and with the full knowledge of the Principal.

If a school is without water but the toilets are clean then Teachers should begin work and monitor the situation. If by break time there is still no water then a meeting of Teachers should be convened by the Staff Representative and a decision to leave school be taken. This information should be conveyed to the Principal or person in charge who may decide to dismiss school in which case the Teachers should assist with the orderly dismissal of the students.

Should the Principal or person in charge decide that school must go on then the Teachers should leave the premises.

If on the second day and continuing there is still no water and the toilets are unflushed then Teachers should sign the Attendance Register, mark the rolls and leave school after the Staff Representative informs the Principal or the person in charge that the Teachers are leaving.

If however, there is still no water but the toilets have been flushed then the teachers should begin work and monitor the situation. If there is no water by break time they should then leave.

The recently proclaimed Occupational Safety and Health Act (OSHA) protects the rights of workers in such situations.

POL/HL

1996 March 11

AGREEMENT RE: TEACHERS PRESENCE IN SCHOOLS THAT ARE DEEMED UNSAFE OR A THREAT TO HEALTH

The following agreement was arrived at between the Trinidad and Tobago Unified Teachers' Association and the Ministry of Education at a meeting held on Tuesday September 5, 1995.

1. Where it is determined that a school is unsafe or the condition of the building and/or its immediate surroundings pose a threat to the health and/or safety of the students and the Teachers, the school shall be closed until the situation is corrected.
2. Where the condition of the school poses a threat to only the students then the Teachers may be required to attend school to participate in planned professional programmes. In the absence of such programmes Teachers will not be required to attend school until the situation is corrected.
3. Where the school is closed for reasons outlined in (1) above, the Principal in consultation with the Teachers, may make arrangements for the holding of planned professional programmes at a suitable venue nearby.
4. The appropriate person to close the school is the Principal, however, if the Principal is reluctant to close the school, the staff after carefully documenting the condition that exists may decide by consensus to remove themselves from the school. Where the staff took the decision it must be understood that such decision will be subject to review by the Ministry of Education and T&TUTA. Where it is found that the conditions that existed did not warrant the action taken by the Teachers, disciplinary action may be instituted.

The Ministry of Education will in every case consult with T&TUTA before implementing disciplinary measures.

McKensley Nathasingh
Second Vice President

FILE NO.E:22/9/1

Circular Memorandum No. 162

**FROM: Permanent Secretary
Ministry of Education**

**TO: Principals
Primary and Secondary Schools**

DATED: October 6, 1990

**SUBJECT: GUIDELINES TO BE FOLLOWED IN CASE OF
FIRE OR BOMB THREAT**

The Permanent Secretary, Ministry of Education wishes to draw to the attention of all Principals the attached Guidelines to be followed in case of Fire or Bomb Threat.

The guidelines were drawn up in collaboration with officers of the Police and Fire Services.

You are expected to make arrangements early with the Fire Services Department for the drawing of a ground floor plan for your institution with demarcated exits for use in the event of an evacuation.

You are expected to give effect to these Guidelines immediately.

Rawle Richardson
Ag. Chief Education Officer
for Permanent Secretary
Ministry of Education

GUIDELINES TO BE FOLLOWED IN CASE OF FIRE OR BOMB THREAT

Bomb threats or bomb warnings are received in several ways, the most common being the use of telephones and to a lesser degree by letter or couriers.

A bomb threat **MUST** be taken seriously. However in most cases they are intended as scares. If precautionary measures are taken, the incidence of disruption can be minimised.

BOMB THREAT

If there is a call informing that a bomb was placed in the building, the following procedures must be followed: -

- (a) Remain calm as the information is taken and recorded.
- (b) Try to get answers to the following questions:
 - (i) Where is the Bomb?
 - (ii) When will it explode?
 - (iii) What does it look like?
 - (iv) What kind of bomb is it?
 - (v) Why are you doing this?
- (c) Express a desire to save lives and try to get as much information as possible.
- (d) Inform the person in charge of the institution who will take responsibility for control / searches / decision making.
- (e) Summon the Bomb Squad through your local police station.
- (f) Put the following plan into operation aimed at evacuating the building (an evacuation drill should be held every three (3) months).
 - (i) Inform the occupants of the reason for evacuation.
 - (ii) Occupants should not panic.
 - (iii) Occupants to leave rooms orderly.
 - (iv) By pre-arrangement someone should be in control (the teacher in case it is a classroom).
 - (v) Occupants of each room should remain together in a group (students in classes) to facilitate checking.
 - (vi) Institute a roll-call.

- (g) On the arrival of the Squad, Police or Fire Officers, affect a search of the building. The squad must be accompanied by someone familiar with the layout and contents of the room.
- (h) Examination Centres should be searched at the start of each session, bomb threat or no bomb threat.
- (i) If a bomb is found, the squad will deal with it.
- (j) The person in charge at the building (school) will take the decision whether it is safe to re-enter the building or not

FIRES

In the case of a Fire the following procedures must be followed:

- (a) Summon the Fire Services in your area. (Phone: _____)
- (b) Put the evacuation plan for institution (see attached plan) into operation and evacuate the building in an orderly manner. It is mandatory that a Fire drill be held to ensure that occupants could escape safely from a building (school) in case there is need to do so at any time for what ever reason.
- (c) When all occupants are accounted for, send them home.

FIRE PREVENTION

No one welcomes a fire so that preventing one should be uppermost in people's mind. Especially if a school is involved or a building housing many people the accent should be on the safety of those people.

- (1) All buildings should be equipped with Fire Extinguishers which should be checked regularly by the Fire Prevention Department
- (2) The senior people who occupy or use the building should be familiar with the use of the equipment

File No. E1/14/6

Circular Memorandum No. 131

**FROM: Permanent Secretary
Ministry of Education**
**TO: Principals of Secondary Schools,
Technical Institutes, Vocational Schools,
Schools Supervisors**

DATED: September 29th, 1986

**SUBJECT: Safety Requirements and Practice in Workshops
and Laboratories in Secondary Schools**

It has been brought to my attention that the practice of assigning large numbers of students to some classes, thereby over-crowding the workshop and laboratory areas in our schools is developing.

The Ministry of Education views with great concern this growing practice, and requests that it be discontinued immediately.

Principals are reminded of their responsibility under Chapter 39:01 of the Laws of Trinidad and Tobago [Education Act], to ensure safety and security of children attached to their schools. The relevant section is reproduced hereunder for ease of reference:

*“Responsibilities
of Principals”*

27. Subject to this Act and the Regulations, Principals of schools shall be responsible for the day-to-day management of their school including:-
(a) the supervision of the physical safety of pupils.

The workshops and laboratories are ‘restricted areas’ in the school. For their own safety and protection students should never be allowed there except under the watchful supervision of the Teachers, or some other competent Officer delegated by them.

Each workshop/laboratory was designed in accordance with the safety requirements of the Factory Regulations and other approved safety practices, and there is a stated limit to the number of students who should be accommodated in the area at any one time. In addition, the outlets, equipment etc, are supplied to these areas to cater for the designated complement of students.

Apart from the importance of the health and safety of the students, Principals are reminded that while the students are insured against injury, liability for such

would be repudiated by the insurers if the workshop/laboratories were operated in contravention of required safety practices.

Principals are therefore requested to ensure that with immediate effect the workshop/laboratories of their schools are not over crowded, that they conform in all respects to the necessary safety requirements and that all workshop/laboratory activity takes place in accordance with approved safety practice. The advice and assistance of the relevant Supervisors should be sought where necessary and these Officers are required to liaise with Secondary Schools Maintenance and Security Company Limited and to keep the situation under constant review.

Albert B. Alleyne
Ag. Permanent Secretary
Ministry of Education

File No. E 58/4/27

Circular Memorandum No. 119

**FROM: Permanent Secretary
Ministry of Education**

**TO: Schools Supervisors III,
Principals, Secondary**

DATED: 3rd November, 2001

SUBJECT: Provision of Protective Gear

The above-captioned subject is relevant.

In this connection I am to advise that an agreement was reached between the Chief Personnel Officer and the Trinidad & Tobago Unified Teachers' Association for the provision of Protective Gear with effect from 1999 to Teachers in the following subject areas:

| | |
|----------------------|----------------------------------|
| Home Economics | Lab-Chemistry/Physics/Biology |
| Agricultural Science | Auto Diesel |
| Machine Shop | Carpentry/Masonry |
| Welding | Air Conditioning & Refrigeration |
| Plumbing | Physical Education |
| Masonry | Electrical/Electronics |

The Ministry has now provided all the protective gear with effect from September, 2001.

In the event that any eligible Teacher claims to have incurred expenses in purchasing any of the items of protective gear for use in the performance of his/her duties, the claims must be evidenced by the provisions of the necessary bills/receipts and must be certified by the Principal and forwarded to this Ministry for payment.

A. Huggins
/f/ Permanent Secretary
Ministry of Education

File No. 22/13/1

Circular Memorandum No. 173

**FROM: Permanent Secretary
Ministry of Education**

**TO: Principals of all Primary and Secondary Schools,
Teachers Colleges, Technical Institutes, Schools
Supervisors III, II & I**

DATED: December 15th , 1997

SUBJECT: Spraying of Schools

The Ministry of Education advises Principals that where schools have to be sprayed to combat the threat of insect vector and other vermin-transmitted diseases, certain guidelines must be observed. These guidelines are laid down in a bid to avoid the incidence of students and staff suffering the adverse side effects of chemical spraying and are as follows:-

- i. Routine spraying of schools should be carried out during the last two weeks of the school vacation period after consultation with the Local Health Authority.
- ii. Where spraying becomes necessary during the school term, this should be done preferably on a Friday, thus allowing for a two-day period for fumes to dissipate and the ventilation of the premises, before a risk-free resumption of classes on the following Monday.
- iii. School holidays such as National School Sports Day, Principal's holidays or other days when schools are totally vacated may also be used for spraying.
- iv. In exceptional and urgent circumstances, where spraying is to be carried out at short notice, Principals should obtain the authorization of the Local Health Authority in writing, as well as the Authority's advice concerning a date for safe resumption of classes.
- v. In all instances the Schools Supervisor III of the Education District should be notified in advance of the spraying.
- vi. Principals are reminded that the ultimate responsibility for the safety and well-being of the students and staff rests with the Principal of the School.

- vii. Precautionary safety measures in the matter of the spraying of schools cannot therefore be over-emphasized.

Winston Jeffers
Director of Schools Supervision (Ag.)
For Permanent Secretary, Ministry of Education

PART III, SECTION D LEAVE

1. Bereavement Leave

With effect from October 01, 1997, a Teacher shall be eligible for the grant of Bereavement Leave of:

- a. three (3) working days where the death of a member of his/her immediate family occurs in Trinidad and Tobago; and
- b. five (5) working days where the death occurs outside of Trinidad and Tobago and the Teacher actually travels abroad.
- c. with effect from March 01, 2005, a Teacher residing in Trinidad shall be eligible for Bereavement Leave of four (4) working days where the death of a member of his/her immediate family occurs in Tobago and the Teacher actually travels to Tobago. The same arrangements shall apply to the teacher who resides in Tobago and actually travels to Trinidad.

Immediate family means the Teacher's spouse, child, mother, father, brother, sister, guardian, or ward.

For the purpose of this provision, a Teacher shall be required to register with the Ministry of Education or the Tobago House of Assembly as the case may be, the name(s) of his/her guardian and/or ward.

2. Maternity Leave

With effect from October 01, 1997:

- a. The grant of Maternity Leave of one month with full pay and two months with half pay shall be extended to all teachers including temporary and acting Teachers provided the Teacher fulfils the existing conditions including having served for a period of not less than twelve (12) continuous months in the service at the date of commencement of such leave.
- b. Maternity Leave consisting of one month full pay and two months with half pay shall be granted to a pregnant Teacher from the date of actual delivery of the child where the delivery occurs before the Teacher has proceeded on Maternity Leave for which she was eligible.
- c. A pregnant Teacher who has a still birth delivery shall be eligible for the grant of Maternity Leave consisting of one month with full pay and two months with half pay provided that the Teacher had already proceeded on Maternity Leave.

- d. Where a pregnant Teacher who had not yet proceeded on Maternity Leave has a still birth delivery, she shall be eligible for the grant of Maternity Leave of one month with full pay
- e. The employer shall make up any difference between the total of National Insurance Benefits payment during the period of Maternity Leave and the full pay of the Teacher as in (a), (b) and (c) above.
- f. Where, however, a Teacher is granted Maternity Leave as in (a), (b) and (c) above any period of such leave after the first month which falls within the school vacation shall be granted on full pay and not half pay.
- g. An employee who is pregnant and who has, on the written advice of a qualified person, made an appointment to attend at any place for the purpose of receiving prenatal medical care shall, subject to this Act, have the right not to be unreasonably refused time off during her working hours to enable her to keep the appointment. An employee, who is permitted to take time off during her working hours, shall be entitled to receive pay from her employer for the period of absence.

3. Paternity Leave

With effect from March 01, 2005 and subject to the following conditions, a male Teacher shall be eligible for Paternity Leave of four (4) working days at or about the time his spouse gives birth:

- a. that a medical certificate stating the expected date of delivery is furnished:
- b. that the term "spouse" used above shall for the purpose of this provision, include common-law relationship: and
- c. for the purpose of this provision a Teacher shall be required to register with the Ministry or the Tobago House of Assembly the name of his "common-law" spouse.

4. Grant of Time-Off in Extraordinary Circumstances

With effect from October 01, 1997, where a Teacher is unable to report for duty or report on time by reason of a natural disaster (e.g. storm, severe flooding, etc.), his absence may be treated as approved time-off with pay by the Permanent Secretary.

5. Leave for Injury on the Job

With effect from October 01, 1997, where the Permanent Secretary is satisfied that a Teacher's absence from duty on account of illness is occasioned by injury arising out of and in the course of his employment,

that Teacher shall be granted Injury Leave with full pay for any period of absence as may be certified by an approved medical practitioner/Medical Board as being necessary as a result of the injury sustained or until the Teacher is found unfit for further service by a Medical Board and is retired from the Service.

6. Sabbatical Leave

- a. With effect from the 2005/2006 academic year Sabbatical Leave may be granted to eligible members of the Teaching Service to undertake academic/educational study or research which must be relevant to the needs of the Teaching Service and complement or support the respective training programmes/plans of the Ministry of Education, the Ministry of Science, Technology and Tertiary Education and the Tobago House of Assembly;
- b. Sabbatical Leave may be granted for a period of up to one (1) academic year i.e. one (1) to three (3) school terms;
- c. A maximum of eighty (80) Teachers (seventy-two (72) from Trinidad and eight (8) from Tobago) may be granted Sabbatical Leave at any one time.
- d. While on Sabbatical Leave a Teacher shall be paid 55% of salary;
- e. The period of Sabbatical Leave shall count for pension purposes; and
- f. A Committee comprising one (1) representative and one (1) alternate from each of the following areas shall be established to administer the grant of Sabbatical Leave:
 - Ministry of Education
 - Ministry of Science, Technology and Tertiary Education;
 - Tobago House of Assembly, and
 - Trinidad and Tobago Unified Teachers' Association
- g. The other arrangements specified in the Letter of Understanding dated November 16, 2001 remain applicable.

7. Adoption Leave

With effect from March 01, 2005, a Teacher who adopts a child shall be eligible for Adoption Leave of three (3) working days. There shall be no age stipulation of a child to be adopted for purposes of the grant of Adoption Leave. The Teacher shall be required to provide his/her relevant Ministry or the Tobago House of Assembly as appropriate with due notice of the date of acceptance of custody of the child.

8. Special Leave

- a. A Teacher selected to participate in a sporting, educational or cultural event approved by Government may for this purpose, subject to the exigencies of the service, be granted special leave with full pay.
- b. A teacher selected to represent Trinidad and Tobago in a sporting, educational or cultural event shall, subject to the exigencies of the service be granted special leave with full pay to enable him to complete his engagement.
- c. Leave granted under this Regulation shall not affect a teacher's entitlement to any other leave, such leave may also include Annual Conventions/Executive Meetings of an International Body to which the National Body is affiliated.
- d. For the purpose of the grant of Special Leave the Teacher's attendance shall be in his capacity as a representative of the National Body.

9. Grant of Time off with Pay

- a. Where a teacher is nominated or selected to attend meetings called by the Ministry of Education he may be granted time off with pay for the purpose, by the Principal.
- b. Where a Teacher is nominated or selected to attend meetings called by any other Government Agency he may be granted time off with pay for the purpose by the Permanent Secretary.
- c. Where a Teacher is required to attend Court as a Witness or to give evidence on behalf of the Ministry of Education he shall be granted time off with pay for the purpose, by the Principal.

10. Study Leave with or without Pay

Study Leave with or without pay may be granted to a Teacher who satisfies the existing criteria, and complies with the procedure for the grant of such leave, due regard being paid to the needs of the Ministry of Education.

PD(cs) 7/10/22 T

PERSONNEL DEPARTMENT CIRCULAR NO. 3 OF 1982

FROM: CHIEF PERSONNEL OFFICER

TO: ALL PERMANENT SECRETARIES, HEADS OF DEPARTMENT AND HEADS OF STATUTORY AUTHORITIES WHICH ARE SUBJECT TO THE STATUTORY AUTHORITIES ACT CHAPTER 24:01.

DATED: 14th May, 1982

SUBJECT: CALCULATION OF SICK LEAVE

1. I wish to inform you that, with effect from January 1, 1980, sick leave granted to Public Officers shall be calculated in working days. Accordingly:-
 - a. In the case of officers who do not work on shift, Saturdays, Sundays and Public Holidays shall **not** be included when determining the number of days sick leave to be taken into account in respect of the absence of an officer on sick leave; and
 - b. In the case of officers who work on shift, off days and Public Holidays shall not be included when determining the number of days sick leave to be taken into account in respect of the absence of an officer on sick leave.
2. For the avoidance of all doubt, it is explained that the period of two days referred to in regulation 85(2) of the Civil Service Regulations, Chapter 23:01, shall be read and construed to be two calendar days. Accordingly, an officer who does not work on shift and who is absent from duty on a Friday as well as the succeeding Monday shall be required to furnish a Medical Certificate in respect of his entire period of absence, even though for purposes of debiting his sick leave eligibility only two days sick leave shall be debited.
3. The following examples are set out to facilitate application of the terms of this Circular:-

“()” denotes days not to be deducted from officer’s sick leave eligibility.

EXAMPLE 1:

On May 22, 1980, a Medical Practitioner issued a Medical Certificate recommending “seven (7) days sick leave” for an officer who does **not** work on shift. The officer would not be required to report for duty for seven consecutive days beginning on May 22, 1980; therefore, he should have reported for duty on May 29, 1980. In arriving at the number of days which should have been deducted from the officer’s sick leave eligibility only those days on which the officer was expected to report for duty shall be counted.

| Thursday | Friday | Saturday | Sunday | Monday | Tuesday | Wednesday |
|----------|--------|----------|--------|--------|---------|-----------|
| 22 | 23 | (24) | (25) | (26) | 27 | 28 |

In which event only four (4) days shall be deducted from his sick leave eligibility, Monday May 26, 1980 having been Whit Monday, a Public Holiday.

EXAMPLE 2

On May 22, 1980 a Medical Practitioner issued a Medical Certificate recommending “seven (7) days sick leave” for an officer who works on shift. The officer would not be required to report for duty for seven consecutive days beginning May 22, 1980; therefore, he should have reported for duty on May 29, 1980. In arriving at the number of days which should have been deducted from the officer’s sick leave eligibility only those days other than Public Holidays, falling within the period of absence, on which the officer was expected to report for duty, shall be counted.

- i. where the officer’s off duty fell on the 23rd and 24th May, 1980.

| Thursday | Friday | Saturday | Sunday | Monday | Tuesday | Wednesday |
|----------|--------|----------|--------|--------|---------|-----------|
| 22 | (23) | (24) | 25 | (26) | 27 | 28 |

In which event only four (4) days shall be deducted from his sick leave eligibility, Monday, May 26, 1980 having been Whit Monday, a Public Holiday.

- ii. where the officer’s off duty fell on the 25th and 26th May, 1980

| Thursday | Friday | Saturday | Sunday | Monday | Tuesday | Wednesday |
|----------|--------|----------|--------|--------|---------|-----------|
| 22 | 23 | 24 | (25) | (26) | (27) | 28 |

Because one of the officer’s off duty days is a public holiday, May 26, 1980, he is entitled to be credited with, an extra day off as compensation in lieu thereof. In which event only four (4) days shall be deducted from his sick leave eligibility.

4. Permanent Secretaries, Heads of Departments and Heads of Statutory Authorities which are subject to the Statutory Authorities Act, Chapter 24:01 are hereby requested to ensure that the sick leave eligibility of officers attached to their respective Ministries/Department/Authorities is adjusted in keeping with instructions set out at paragraph 1 above.

5. This Circular is issued with the agreement of the Public Services Association.

HILTON H. CUPID
CHIEF PERSONNEL OFFICER

File No. E4/1/13

Circular Memorandum No. 103

**FROM: Permanent Secretary
Ministry of Education**

TO: All Principals

DATED: 15th June 1979

SUBJECT: Applications for Extended Sick Leave

1. Recently, Teachers applying for Extended Sick Leave have been submitting Medical Certificates which are neither issued nor countersigned by a Government Medical Officer. I therefore wish to draw your attention to Regulation 46 of the Education (Teaching Service) Regulations, 1967, relevant sections of which are reproduced below:-
 - i. Sick Leave on full pay may be granted the Minister to teachers not exceeding 14 days annually. Each application shall be supported by a Medical Certificate signed by a registered medical practitioner.
 - xii. The Minister may grant Extended Sick Leave after the expiration of Sick Leave granted under paragraph (1) on full or half pay, as he may think fit, to teachers for such period as the Minister may approve if -
 - a. the application for Sick Leave is supported by a Certificate of a Government Medical Officer; or
 - b. where the applicant is outside Trinidad and Tobago, the application is supported by the Certificate of a medical practitioner approved by an accredited diplomatic Consular Officer acting on behalf of the Government of Trinidad and Tobago.
 - xiii. In this Regulation:-

“Government Medical Officer” means a medical practitioner registered under the Medical Board Ordinance and employed on a full or part time basis by the Government;

“Medical Board” means a Board of medical practitioners registered under the Medical Board Ordinance and appointed by the Minister to examine and report upon the physical or mental condition of teachers.

2. I should be grateful if you would ensure that members of your teaching staff are made aware of the contents of this Circular so that in the future applications for extended sick leave are submitted as required by the Regulation.

Your cooperation will be greatly appreciated.

Permanent Secretary
Ministry of Education and Culture

FILE NO.: E 4/1/6

Circular Memorandum No.: 113

DATED: 26 May, 1986

**SUBJECT: SPECIAL LEAVE AND LEAVE OF ABSENCE
WITHOUT PAY TO MEMBERS OF THE TEACHING
SERVICE**

1. It has been drawn to my attention that from time to time situations arise where members of the teaching service apply for special leave/no-pay leave for domestic reasons.
2. In this connection, I should like to remind you of the following provisions of the Education Teaching Service Regulations:

Special Leave #46

- i. A teacher selected to participate in a sporting, educational or cultural event approved by Government may for this purpose, subject to the exigencies of the Service, be granted special leave with full pay.
- ii. A teacher selected to represent Trinidad and Tobago in a sporting, educational or cultural event shall, subject to the exigencies of the Service, be granted special leave with full pay to enable him to complete his engagement.

Leave without Pay in Exceptional Circumstances #50

- i. In exceptional circumstances leave without pay for a period not exceeding one year may be granted to teachers by the Minister who may revoke the leave on discovery that it is being used for some purpose other than that for which it was granted.
 - ii. Leave granted under this regulation does not constitute a break in service nor in any way prejudice pension entitlement.
3. It should be noted that Leave of Absence without pay would terminate on the date immediately proceeding the first working day on which an officer is required to report for duty and does indeed resume duty.
 4. Please bring this Circular Memorandum to the attention of all members of the Teaching Service and obtain their signatures as evidence that they have seen it.
 5. Your usual co-operation would be appreciated.

C. Borrell (Mrs.)
for Permanent Secretary
Ministry of Education

FILE NO: E

Circular Memorandum No. 179

DATED: 6 November, 1979

SUBJECT: GRANT OF SPECIAL LEAVE TO TEACHERS WHO HAVE FAILED THE TRAINING COLLEGE EXAMINATION

The Chief Personnel Officer, in giving consideration to teachers who had been referred at the Training College examination, has decided that:

- a. as an interim measure teachers who have been referred in any subject taken at the Teacher Training Colleges' Examination should make application through the normal channels, in writing, to the Ministry of Education and Culture for the grant of time off, up to a maximum of one half day per week, to enable them to attend classes at the Teacher Training College nearest to the school at which they were assigned duty;
- b. notwithstanding (a) above, teachers may in special circumstances, be granted up to two half days a week, each case being dealt with on its own merits.

These facilities shall be withdrawn if there is evidence that the leave is not utilized for the purpose for which it was granted.

Principals are requested to draw this circular to the attention of all teachers concerned.

C. Osborne
DIRECTOR OF SCHOOLS SUPERVISION
FOR PERMANENT SECRETARY
MINISTRY OF EDUCATION

PART III, SECTION E RETIREMENT

INTERPRETATION OF ACT #20 OF 1997

Act #20 of 1997 was assented to by the President on the 14th August, 1997. Hereunder is an interpretation of the Act. As such exact quotations from the document are not here included. The Act provides for:

1. Preservation and linking of previous service to pensionable service in the Public Service
2. Transfer of values of superannuation benefits between the Public Service and certain Statutory Boards.
3. Payment of superannuation benefits to temporary employees and unconfirmed public officers.
4. The abolition of Marriage Gratuity and matters related thereto. The Law expressly states, that except where otherwise provided the provisions of this Act shall be in addition to, and not in substitution, nor diminution of the provisions of any other written law. Where before this act comes into force, a person's period of service (in which he is required to contribute to his Pension and Gratuity) is broken, and that service is preserved under sub section 4 (2) he is not entitled to a refund of his contribution.

The law takes effect as follows:

(i) Preservation of Service

This section applies to person(s) holding a pensionable post on or after 1st December 1991. The person must have completed five years of unbroken service in the post in which he was confirmed.

(ii) Linking of Service and Transfer.

This section applies to a person, who holds a pensionable office in the service on or after 2 June 1989.

(iii) Retirement on the grounds of Marriage is abolished only for those who entered the Public Service after the 13th August 1997.

(iv) A person whose service is preserved under subsection 4 (2 or 4) shall be paid on attaining the age of 55, deferred Pension and Gratuity benefits calculated on the basis of:

- (a) If he dies before attaining Age 55, the Death Benefit under the relevant law shall be paid to his legal representatives
- (b) If he dies before repaying the full amount, the unpaid portion will be deducted from the Death Benefit payable under paragraph (a).

1. Linking of Service and Transfer

Where a person's period of service is preserved under section 4 (and that person is subsequently employed in another service, or re-employed in the same service), his preserved service shall count for Pension and Gratuity, together with his service in which he is re-employed or subsequently employed. Any amount already received by him by way of gratuity shall be deducted from the quantum on the basis of his final computation. This applies to persons who move between the Public Service or into a Statutory Board,

Where a person completes a period of not less than two years unbroken service in a pensionable office without being confirmed into it, or is in a temporary capacity, this period shall count for Pension and Gratuity, provided the person was not removed or suspended in pursuance of disciplinary proceedings. Such period of service shall be added to service in the pensionable office, in which he was confirmed.

This section applies to a person, who holds a pensionable office in the service on or after 27th November 1992.

On re-employment or subsequent employment pension being paid shall cease to be payable until final retirement.

2. Unconfirmed Public Officers and persons serving a temporary capacity (Effective 2/6/89)

This section applies to persons, who on or before 2 June 1989 were in the Public Service.

A person, who completes ten years of unbroken service in a Public Service and retires after attaining the age of 55 years, is entitled to Pension and Gratuity in accordance with the relevant pension law as though he was an officer in a pensionable post.

The same applies if he retires on the grounds of ill health.

Should an officer in this category die after two (2) years of service, while in Public Service, the death benefit shall be paid to his personal legal representative.

3. Marriage Gratuity

Retirement on the grounds of marriage has been abolished with effect from 14/8/97.

However, all Teachers employed before that date are still entitled to retire on the grounds of marriage.

RETIREMENT CONDITIONS

1. Compulsory at age 60.
2. Optional at age 55 — Teacher's decision only.
3. Application can be made after age 50. Reason must be given — Teaching Service Commission decision.
4. Ill health at any time once a permanent appointment is held:
 - i. Ministry will convene Medical Board if Teacher takes more than six months Sick Leave continuously.
5. On grounds of marriage - applicable to a female Teacher who was unmarried on joining the service and got married afterwards or is about to be married. Teacher must also hold a permanent appointment and must have been teaching for five years or more. Only Gratuity payable - one month for each year of service **or** normal Gratuity, whichever is the lesser.
This applies to Teachers who joined the service before **August 14TH 1997**
6. Pension is subject to tax but Gratuity is non-taxable. Income payments must be up to date. The option form should be completed.

CALCULATION OF PENSION AND GRATUITY

FROM: THE INDUSTRIAL RELATIONS DEPARTMENT

1. Locate the period of service in Column 1.
2. Identify the % of Salary as Pension in corresponding Column 2.
3. Find this percentage of the Teacher's last salary. This gives the monthly pension.
4. Multiply this pension by fifty (50) to calculate Teacher's Gratuity.

WORKED EXAMPLE

Teacher B has 27 years 4 months of service and a last salary of \$4,791.00.
Calculate his Pension and Gratuity.

1. In Column 1, check 27 years 4 months.
2. The % of last salary as Pension is 41% in Column 2.
3. Find 41% of \$4,791.00
4. This figure is \$1,964.31 as Pension.
5. To find Gratuity multiply \$1,964.31 x 50.
6. The Gratuity is \$98,215.50

| Period of Service | | % of last Salary as Pension | Period of Service | | % of last Salary as Pension |
|-------------------|--------|--------------------------------|-------------------|--------|--------------------------------|
| Years | Months | | Years | Months | |
| 10 | 0 | 15.000 | 13 | 0 | 19.500 |
| | 1 | 15.125 | | 1 | 19.625 |
| | 2 | 15.250 | | 2 | 19.750 |
| | 3 | 15.375 | | 3 | 19.875 |
| | 4 | 15.500 | | 4 | 20.000 |
| | 5 | 15.625 | | 5 | 20.125 |
| | 6 | 15.750 | | 6 | 20.250 |
| | 7 | 15.875 | | 7 | 20.375 |
| | 8 | 16.000 | | 8 | 20.500 |
| | 9 | 16.125 | | 9 | 20.625 |
| | 10 | 16.250 | | 10 | 20.750 |
| | 11 | 16.375 | | 11 | 20.875 |
| 11 | 0 | 16.500 | 14 | 0 | 21.000 |
| | 1 | 16.625 | | 1 | 21.125 |
| | 2 | 16.750 | | 2 | 21.250 |
| | 3 | 16.875 | | 3 | 21.375 |
| | 4 | 17.000 | | 4 | 21.500 |
| | 5 | 17.125 | | 5 | 21.625 |
| | 6 | 17.250 | | 6 | 21.750 |
| | 7 | 17.375 | | 7 | 21.875 |
| | 8 | 17.500 | | 8 | 22.000 |
| | 9 | 17.625 | | 9 | 22.125 |
| | 10 | 17.750 | | 10 | 22.250 |
| | 11 | 17.875 | | 11 | 22.375 |
| 12 | 0 | 18.000 | 15 | 0 | 22.500 |
| | 1 | 18.125 | | 1 | 22.625 |
| | 2 | 18.250 | | 2 | 22.750 |
| | 3 | 18.375 | | 3 | 22.875 |
| | 4 | 18.500 | | 4 | 23.000 |
| | 5 | 18.625 | | 5 | 23.125 |
| | 6 | 18.750 | | 6 | 23.250 |
| | 7 | 18.875 | | 7 | 23.375 |
| | 8 | 19.000 | | 8 | 23.500 |
| | 9 | 19.125 | | 9 | 23.625 |
| | 10 | 19.250 | | 10 | 23.750 |
| | 11 | 19.375 | | 11 | 23.875 |

| Period of Service | | % of last Salary as Pension | Period of Service | | % of last Salary as Pension |
|-------------------|--------|--------------------------------|-------------------|--------|--------------------------------|
| Years | Months | | Years | Months | |
| 16 | 0 | 24.000 | 19 | 0 | 28.500 |
| | 1 | 24.125 | | 1 | 28.625 |
| | 2 | 24.250 | | 2 | 28.750 |
| | 3 | 24.375 | | 3 | 28.875 |
| | 4 | 24.500 | | 4 | 29.000 |
| | 5 | 24.625 | | 5 | 29.125 |
| | 6 | 24.750 | | 6 | 29.250 |
| | 7 | 24.875 | | 7 | 29.375 |
| | 8 | 25.000 | | 8 | 29.500 |
| | 9 | 25.125 | | 9 | 29.625 |
| | 10 | 25.250 | | 10 | 29.750 |
| | 11 | 25.375 | | 11 | 29.875 |
| 17 | 0 | 25.500 | 20 | 0 | 30.000 |
| | 1 | 25.625 | | 1 | 30.125 |
| | 2 | 25.750 | | 2 | 30.250 |
| | 3 | 25.875 | | 3 | 30.375 |
| | 4 | 26.000 | | 4 | 30.500 |
| | 5 | 26.125 | | 5 | 30.625 |
| | 6 | 26.250 | | 6 | 30.750 |
| | 7 | 26.375 | | 7 | 30.875 |
| | 8 | 26.500 | | 8 | 31.000 |
| | 9 | 26.625 | | 9 | 31.125 |
| | 10 | 26.750 | | 10 | 31.250 |
| | 11 | 26.875 | | 11 | 31.375 |
| 18 | 0 | 27.000 | 21 | 0 | 31.500 |
| | 1 | 27.125 | | 1 | 31.625 |
| | 2 | 27.250 | | 2 | 31.750 |
| | 3 | 27.375 | | 3 | 31.875 |
| | 4 | 27.500 | | 4 | 32.000 |
| | 5 | 27.625 | | 5 | 32.125 |
| | 6 | 27.750 | | 6 | 32.250 |
| | 7 | 27.875 | | 7 | 32.375 |
| | 8 | 28.000 | | 8 | 32.500 |
| | 9 | 28.125 | | 9 | 32.625 |
| | 10 | 28.250 | | 10 | 32.750 |
| | 11 | 28.375 | | 11 | 32.875 |

| Period of Service | | % of last Salary as Pension | Period of Service | | % of last Salary as Pension |
|-------------------|--------|--------------------------------|-------------------|--------|--------------------------------|
| Years | Months | | Years | Months | |
| 22 | 0 | 33.000 | 25 | 0 | 37.500 |
| | 1 | 33.125 | | 1 | 37.625 |
| | 2 | 33.250 | | 2 | 37.750 |
| | 3 | 33.375 | | 3 | 37.875 |
| | 4 | 33.500 | | 4 | 38.000 |
| | 5 | 33.625 | | 5 | 38.125 |
| | 6 | 33.750 | | 6 | 38.250 |
| | 7 | 33.875 | | 7 | 38.375 |
| | 8 | 34.000 | | 8 | 38.500 |
| | 9 | 34.125 | | 9 | 38.625 |
| | 10 | 34.250 | | 10 | 38.750 |
| | 11 | 34.375 | | 11 | 38.875 |
| 23 | 0 | 34.500 | 26 | 0 | 39.000 |
| | 1 | 34.625 | | 1 | 39.125 |
| | 2 | 34.750 | | 2 | 39.250 |
| | 3 | 34.875 | | 3 | 39.375 |
| | 4 | 35.000 | | 4 | 39.500 |
| | 5 | 35.125 | | 5 | 39.625 |
| | 6 | 35.250 | | 6 | 39.750 |
| | 7 | 35.375 | | 7 | 39.875 |
| | 8 | 35.500 | | 8 | 40.000 |
| | 9 | 35.625 | | 9 | 40.125 |
| | 10 | 35.750 | | 10 | 40.250 |
| | 11 | 35.875 | | 11 | 40.375 |
| 24 | 0 | 36.000 | 27 | 0 | 40.500 |
| | 1 | 36.125 | | 1 | 40.625 |
| | 2 | 36.250 | | 2 | 40.750 |
| | 3 | 36.375 | | 3 | 40.875 |
| | 4 | 36.500 | | 4 | 41.000 |
| | 5 | 36.625 | | 5 | 41.125 |
| | 6 | 36.750 | | 6 | 41.250 |
| | 7 | 36.875 | | 7 | 41.375 |
| | 8 | 37.000 | | 8 | 41.500 |
| | 9 | 37.125 | | 9 | 41.625 |
| | 10 | 37.250 | | 10 | 41.750 |
| | 11 | 37.375 | | 11 | 41.875 |

| Period of Service | | % of last Salary as Pension | Period of Service | | % of last Salary as Pension |
|-------------------|--------|-----------------------------|-------------------|--------|-----------------------------|
| Years | Months | | Years | Months | |
| 28 | 0 | 42.000 | 31 | 0 | 46.500 |
| | 1 | 42.125 | | 1 | 46.625 |
| | 2 | 42.250 | | 2 | 46.750 |
| | 3 | 42.375 | | 3 | 46.875 |
| | 4 | 42.500 | | 4 | 47.000 |
| | 5 | 42.625 | | 5 | 47.125 |
| | 6 | 42.750 | | 6 | 47.250 |
| | 7 | 42.875 | | 7 | 47.375 |
| | 8 | 43.000 | | 8 | 47.500 |
| | 9 | 43.125 | | 9 | 47.625 |
| | 10 | 43.250 | | 10 | 47.750 |
| | 11 | 43.375 | | 11 | 47.875 |
| 29 | 0 | 43.500 | 32 | 0 | 48.000 |
| | 1 | 43.625 | | 1 | 48.125 |
| | 2 | 43.750 | | 2 | 48.250 |
| | 3 | 43.875 | | 3 | 48.375 |
| | 4 | 44.000 | | 4 | 48.500 |
| | 5 | 44.125 | | 5 | 48.625 |
| | 6 | 44.250 | | 6 | 48.750 |
| | 7 | 44.375 | | 7 | 48.875 |
| | 8 | 44.500 | | 8 | 49.000 |
| | 9 | 44.625 | | 9 | 49.125 |
| | 10 | 44.750 | | 10 | 49.250 |
| | 11 | 44.875 | | 11 | 49.375 |
| 30 | 0 | 45.000 | 33 | 0 | 49.500 |
| | 1 | 45.125 | | 1 | 49.625 |
| | 2 | 45.250 | | 2 | 49.750 |
| | 3 | 45.375 | | 3 | 49.875 |
| | 4 | 45.500 | | 4 | 50.000 |
| | 5 | 45.625 | | 5 | |
| | 6 | 45.750 | | 6 | |
| | 7 | 45.875 | | 7 | |
| | 8 | 46.000 | | 8 | |
| | 9 | 46.125 | | 9 | |
| | 10 | 46.250 | | 10 | |
| | 11 | 46.375 | | 11 | |

PART IV

TTUTA OFFICES

Head Office

Southern Main Road
Curepe, Trinidad
Tel: 663-2738, 645-2134, 645-3825
Fax: 662-1813
Opening Hours: 8am-4pm

South Eastern Office

Tasker Road
Princes Town, Trinidad
Tel: 655-1879
Opening Hours: 8:30am-4:30pm

South Office

32 Donaldson Street
San Fernando, Trinidad
Tel: 657-5086, Tel/Fax: 657-6033
Opening Hours: 8am-4pm

North Eastern

Mary Street
Sangre Grande, Trinidad
Tel: 668-3788
Opening Hours: MWTh 2pm–6pm
T 8am–12noon
F 12noon-4pm

Tobago Office

Corner of Kirk Street and McKay Hill,
Scarborough, Tobago
Tel/Fax: 639-3468
Opening Hours: 8am-4pm

Caroni Office

Presentation College
St. Ives Street
Chaguanas, Trinidad
Tel: 665-7530
Opening Hours: MWF 1pm–5pm
T&Th 9am-1pm

Port of Spain Office

6 Jerningham Avenue
Belmont, Trinidad
Tel/Fax: 621-3515
Opening Hours: 8am-4pm

St. Patrick Office

Upper High Street
De Gannes Village
Siparia, Trinidad
Tel: 649-9070
Opening Hours: 12noon–4pm

Website: www.ttuta.org
Email: generalsecretary@ttuta.org

** Please note that at present Caroni and St. Patrick Offices are unable to process UNIMED claims or distribute cheques.*

TTUTA'S HISTORICAL ACHIEVEMENTS

1979

- Meeting at Mt. Hope Junior Secondary called by Frank B. Seepersad.
- The Steering Committee for the Unification of Teachers (COMFUT) was appointed.
- Nationwide signature campaign calling for Amendment of Education Act No. 1 of 1966. One Union for all teachers.
- TTUTA's Constitution was adopted.

1980

- TTUTA registered as a Trade Union.
- 1st National Elections. Six (6) Officers elected on one man/one-vote system.
- Massive nation wide demonstrations and the picketing of Parliament.
- Announcement by Government that the Education Act (1966) would be amended.

1981

- Mass demonstrations in rejection of certain provisions of draft of second amendment.
- Act 1 of 1981 finally passed.
- Office opened at the Speedway Building, San Juan.
- The Certificate of Recognition was granted to TTUTA by Registration, Recognition and Certification Board.

1982

- ACOD mandates that six (6) Elected National Officers become full time Officers.
- The Introduction of the Group Health Plan and discounts at various firms.
- First full time Officer Appointed by the General Council.

1983

- Membership to Caribbean Union of Teachers (CUT)/ World Confederation of Organisations of the Teaching Profession (WCOTP).
- Introduction of the Death Benefit.

1984

- First Tobago Officer elected as a full time Officer.

1985

- Purchase of Building for Head Office, Curepe.
- TTUTA Hosted the CUT Biennial Conference.

1986

- Securing of Scholarships at Cipriani Labour College.

1987

- Purchase of Building for South Office.
- 1,100 temporary teachers confirmed.

1988

- Success in getting government to resume at Corinth Teachers College an uninterrupted Teacher Training Programme.
- TTUTA's President Anthony Garcia elected President of the Caribbean Union of Teachers (CUT).
- TTUTA mourns the loss of Frank B. Seepersad, a founding member of COMFUT and TTUTA's first General Secretary.

1989

- Scholarships at CLC were extended to include Cooperative Studies.
- Joint TTUTA/TASETT Initiation of Special Education course leading to Certificate/Diploma.
- TTUTA co-sponsors of National Consultation on Violence and Indiscipline in Schools.

1990

- Establishment of a Code of Ethics.
- TTUTA's President Ulrich Loutoo dies after a few months in office.

1991

- TTUTA won the first CUT Poetry Competition.
- Introduction of Study Circle Membership Training Programme.
- TTUTA acquired land for Teachers' Centre, Tobago.

1992

- Frank B. Seepersad Memorial – Teacher of the Year Award given for the first time.
- Proposed Collective Agreement adopted by the Association.
- TTUTA hosted CUT Student Athletics Championships.
- Adoption of TTUTA's Education Policy.

1993

- Graduation of the first group of students of TTUTA/TASETT University of Sheffield Certificate/Diploma in Special Education.
- 1st recognition of World Teachers' Day.
- 1st Strike Ballot taken.
- Membership to Education International (EI), successor to WCOTP.

1994

- TTUTA settles long outstanding arrears.

1995

- TTUTA acquires land for Teachers' Centre, Trinidad.
- Award of Ulrich Loutoo Memorial Bursary for the first time.

1996

- Series of marches by TTUTA members for improved Salaries & COLA - Port of Spain, San Fernando and Tobago.

1997

- Negotiation of First Collective Agreement completed.

1998

- Master of Education in Education Studies introduced by TTUTA/University of Sheffield.
- TTUTA's 2nd Vice President, McKensley Nathasingh, dies in Office.

1999

- First female Tobago Officer elected.
- TTUTA declares day of non-violence against teachers.
- TTUTA On-line weekly radio Programme begins.

2000

- TTUTA concludes negotiations with the Chief Personnel Officer, with teachers gaining substantial increases, based on a Job Evaluation exercise.
- New teaching service structure and Job Description for all positions finalized.

2001

- TTUTA fields a cricket team which participates for the first time in the CUT Les Harris Cricket competition in St. Lucia and places second.
- Mr. Clyde Permell, Past President of TTUTA and the CUT was honoured by the Caribbean Union of Teachers (CUT) Award.
- TTUTA/Mount Saint Vincent Master of Education Programme introduced.

2002

- Re-launch of TTUTA's Code of Ethics.
- TTUTA hosts 2nd Regional Education Conference in collaboration with CUT.
- TTUTA host 9th CUT Biennial Student Athletics Championships.
- TTUTA's National Day of Peace.
- TTUTA's Radio Programme 'Heroes of the School System' begins.
- TTUTA formally established Retirees' Section in the Constitution.

2003

- First 'Education Matters' Extraordinary Meeting of the General Council, devoted to education issues, established.
- Mr. Anthony Garcia, Past President of TTUTA and the CUT was honoured with the CUT Award.
- Deed of lease finalised for land for Teacher's Centre in Trinidad.
- TTUTA's Professional Magazine – 'The Professional Teacher' was launched.
- TTUTA's 3rd Vice President, Roustan Job, elected as 3rd Vice President of the CUT.

2004

- First female National Treasurer was elected.
- TTUTA celebrates its 25th Anniversary.
- TTUTA is on-line with its new website, www.ttuta.org.
- The 1st cohort of the MSVU Masters Programme graduates.

2005

- TTUTA hosted CUT Biennial Les Harris Cricket Competition.
- UNIMED was established.

2006

- TTUTA formally launched The Trinidad and Tobago Institute for Teacher Advancement.

2007

- TTUTA participated for the first time participation in the Quality Educational Standards in Teaching (QUEST) Conference.
- TTUTA hosted the Biennial CUT Conference.

From Conception to Birth

A Brief History of the Formation of T&TUTA

The seventies were restless times. The trade union movement was not enjoying its most powerful day. A decade earlier, the movement had been reminded of the attitude of suspicion, mistrust and antagonism towards it by the powers that be, when the Commission of Enquiry into the Nature of Subversive Activity was given a particular task of investigating trade unions. It is not surprising that while the Special Inter-Governmental Conference on the Status of Teachers in Paris (1966) was recommending that teachers' organizations should have the right to take action in defense of their legitimate interests, local trade unions were being fed by the revolutionary spirit already finding its place in a nation of paradoxes.

By the end of the seventies, Trinidad and Tobago was a volatile society that could only produce incessant political and industrial turbulence well into the 1980s. This preoccupation with accessing a better standard of living, the spirit of the struggle and a situation of ailing teachers' unions culminated in the ushering in of a new dispensation in teacher representation.

It was in this atmosphere that the Trinidad and Tobago Unified Teachers' Association was spawned. While changes were occurring in the labour force and major construction and reconstruction projects were taking place, there began to emerge a rumbling among teachers in the country. They too were in the quest for change.

In 1978, teachers in the Teaching Service numbered 12,377^[1]. Teachers in the country were represented by three unions: the Public Services Association (PSA), led by James Manswell, the Trinidad and Tobago Teachers' Union, (TTTU), whose leader was St. Elmo Gopaul; and the Secondary School Teachers Association (SSTA) headed by Osmond Downer and which represented teachers in the so-called "prestige" schools in the country.

Teacher dissatisfaction with representation by the three unions had grown in the seventies. There was the view that adversarial relations between the three units had severely hampered Industrial Relations in the Teaching Service. As early as 1966, there was a struggle between two of the three unions to be the sole representative for any class, or classes, of teachers. The Special Tribunal No. 10 of 1974, which stated that any one of the three unions could represent any class or classes of teachers, decided this issue. This resulted in rapid changes of membership among teachers. However, not one of these unions emerged as the majority union.

The implications of teacher representation by three unions had several serious consequences. Any issue raised by one union with the Chief Personnel Officer had to be discussed with each union separately. This resulted in the presentation of conflicting arguments to the CPO and his advisors by the different unions, a situation which acted to the disadvantage of teachers. Additionally, negotiations were often lengthy - the result a longer time period for settlement. The relationship between the three unions was thus described as one involving a great deal of "inter-union rivalry and fragmentation" which was seen as "the

biggest disadvantage when negotiating a collective agreement,” and more generally speaking, was inimical to the welfare of teachers of this nation.

Writing in the COMFUT Newspaper Issue #4, Frank B. Seepersad, the first and the late General Secretary of T&TUTA noted that fragmentation of the unions had caused them to pay little attention to advancing the cause of teacher professionalism. Two existing committees, the Appeals Committee and the Assessment of Qualifications Committee were not being closely monitored. The unions were paying little attention to issues, for example, in-service training for teachers and refresher courses. Also, the unions were not pressing for much needed changes to the syllabuses of both the primary and secondary schools.

This failure to adequately address teachers' issues resulted in irrational promotions and transfers, non-recognition of relevant qualifications, and the absence of a clear policy on study leave, staff shortages and late staffing. Seepersad observed that the unions were using teachers as “pawns in a power play”, and not seriously addressing those issues which were vital to teachers' professional development and to education. The teachers of this nation thus found themselves in an unsatisfactory state caused by three unions more intent on appearing superior to each other, than on the good of teachers they claim to represent.

These issues, together with other developments in the first half of the nineteen seventies in regards to the teachers and their professional and trade union matters, made the atmosphere ripe for change.

There were several issues, in particular, which aggravated the feelings of teachers about their representative unions. In 1971, the unions representing teachers entered into negotiations for salary increases for teachers. The STATT had invited the president of the PSA, James Manswell, and the President of the TTTU, St. Elmo Gopaul, to sit on a joint negotiating panel to negotiate new salary agreements for teachers with the CPO. The thinking behind this was that joint negotiations would yield a quicker settlement on salaries for teachers. Manswell had refused to do so, his reason being that the PSA would not sit with “minority unions.” The result of this decision was that the salaries issue was referred to the Special Tribunal and teachers had to wait almost nine years for a settlement of this issue.

In 1974, as well, the Special Tribunal had called for joint negotiations through a joint negotiations committee. Once again Manswell had refused to deal with minority unions.

The eventual result of the reclassification caused further stress for teachers. The three unions, which represented teachers, had entered into negotiations with the CPO for reclassification of Teachers 1, who comprised 80% of the Primary School teachers (of course, the PSA acted independently). The appeal was for this group to be moved from range 28 to range 40. At the same time a similar reclassification exercise was going on for policemen. There was an application for Police Sergeants who were in range 28 to be reclassified to range 40. While the police sergeants were moved to range 40, the unions were only successful in

having teachers moved to range 33. This greatly incensed members of the fraternity, who felt that their unions had not done enough to improve their status. Further, as a result of this reclassification, Teachers 1 who had as much as 25 years service were receiving salaries that were minimally different from those of their junior counterparts, paralysed as they were as a result of longevity brackets.

Adding insult to injury in 1971 was the fact that the PSA, which usually went in first in negotiations, signed a four-year contract with the government. This was contrary to the usual procedure as three-year contracts were normally signed. Teachers were grossly dissatisfied with this development as the government proceeded to treat with the other unions in like manner. This event triggered an exodus of teachers from the PSA.

Efforts at having the three unions representing teachers come together to seek the interest of the group which they were representing were futile. Sectarian interests took precedence and the teachers, the group that was paying its dues to have its concerns addressed, were too often left out in the cold.

In general therefore, the teachers of this nation had found the representative process of their unions to be oppressive and undemocratic. The conduct of the PSA president has already been discussed. The Secretary General of the TTTU, had appeared to have entrenched himself in office for life. In fact, it was stated in some quarters that he had accorded himself the position of Secretary General for life. His wife was the president of the TTTU. This situation was captured in a ditty later composed by teachers during their struggle for representation by a single union. The words were "Secretary for life with the President for he wife."

As the decade came to a close, the teachers of this country were therefore very dissatisfied with their conditions and with their representatives unions whom they felt were not putting their interests first. This dissatisfaction came to a head in 1979. On March 31st, 1979 approximately 150 teachers gathered at the Mt. Hope Junior Secondary School to discuss the unsatisfactory state of the teaching profession, and the less than desirable image being projected by the three unions, among which there was internecine rivalry.

Accounts as to the exact catalyst for this meeting vary. Suffice it to say however, that the major actor in calling the meeting was Frank B. Seepersad. The view given by Fr. Gerard Farfan, who was also at that meeting, was that the idea of bringing teachers together to discuss the state of the teaching profession was something that had been on the drawing board for some time before. He stated that this was an issue that he had discussed with Seepersad prior to Farfan's one-year posting in Ireland in 1978. He noted that having returned and recognised that things were much the same with respect to teacher representation; he again broached the idea of a meeting of teachers with Frank B. Seepersad. This resulted in the historical March 31st meeting at the Mt. Hope Junior Secondary.

Apart from its concentration on the less than desirable state of the teaching profession, teachers at the meeting discussed the unprofessional image

projected by the three rival unions in the conduct of teachers' affairs. The meeting adopted a resolution seeking to ensure one autonomous body for teachers. A decision was also arrived at to establish a steering Committee of 22 to oversee the formation of one union for all teachers. Volunteers were sought to serve on this committee, the Committee for the Unification of Teachers (COMFUT)

At another mass meeting, May 5th 1979 at the Mucurapo Senior Comprehensive School, a resolution was adopted to have COMFUT seek legal advice as to how it should proceed towards its goal of establishing a "...single autonomous professional organisation of teachers, where every individual teacher has a say in policy-determining decisions of the organisation through proper representation in the management of the organisation."

The Unification Committee acted as directed and based on this legal advice, drew up an action plan which included the following:

- Stirring up teacher participation by using several publicity techniques, bumper stickers, buttons, rallies and public meetings;
- Seeking and obtaining about 9,000 signatures to the call for a single union for teachers, and an amendment of the Education Act (Act 1 of 1966) to facilitate teacher representation by a single majority union;
- Seeking the resignation of the Officers of the existing unions so as to make room for a single union;
- Fund raising activities to assist the cause.

Members of COMFUT thus undertook a mammoth task in 1979. Their aim was to unite teachers into a single professional organisation. The road ahead was not going to be easy, as the Committee faced opposition in the form of propaganda from the other unions, and from the political directorate. Its most challenging task, however, was to get teachers of the nation to make the paradigm shift that was necessary for the success of the unification effort.

The Committee set about its task with tremendous energy. It arranged and held a series of meetings in Port of Spain, San Fernando and Tobago. At each meeting the Committee received votes of confidence from teachers. Campaigning in schools in Trinidad and Tobago was an important facet of its work. Fr. Farfan explained that this took a lot of time and was done by a few members of COMFUT. He explained that members of COMFUT who were teaching O'Level and A' Level Classes, which were at the time in examinations, made the time to pay visits to schools throughout the country. He explained that during these visits members received many expressions of support from the teaching fraternity. Many teachers who were spoken to felt that the "...three unions were standing in the way of progress, salary-wise, classification-wise, profession-wise." The teachers also indicated that they wanted the union of all teachers under one umbrella body and that they were prepared to achieve this goal, with or without the support of the Officers of their respective unions.

We have already noted that one of the main strategies in the entire process of securing the goal of teacher representation by one union was to have teachers sign their names to a demand for a single union for all teachers. The Officers of this body would be elected by popular ballot. Teachers were also required to place their signature against a demand for the amendment of the Education Act to ensure that one union; the majority union would be recognised as the bargaining body for teachers. Ten thousand (10,000) teachers' signatures were needed to ensure recognition as the majority union

From March 1979 to December 1981, when T&TUTA was finally granted recognition by the Registration, Recognition and Certification Board, the leadership of T&TUTA, together with the membership, waged a relentless struggle with the authorities in support of the cause for one union for all teachers. Thousands of teachers marched around the Red House and through the streets demanding that there be one umbrella body for all teachers. Teachers also congregated at the Ministry of Education and canvassed support for their just cause, from persons external to the teaching service.

On April 24th 1980, T&TUTA was registered as a Trade Union. In March 1981, under much duress, the state presented a draft revision of the Education Act 1966, which allowed T&TUTA to be recognised as a union for teachers, alongside the three other teachers unions in the country. This proposal was strongly rejected at a mass meeting of members of the Association in March 1981. Under continued pressure from the mass of teachers in the country, the government finally gave in. The Education Act, 1966 was amended to give T&TUTA full recognition as the majority union for teachers of this nation. The Registration, Recognition and Certification Board accorded official recognition of the Association in December 1981.

Members of the Committee for the Unification Teachers (COMFUT)

- | | | |
|---------------------|-------------------------------|--------------------------------|
| 1. Gerard Farfan | 10. Thakoor Moonan | 18. Christendath Ramkissoon |
| 2. Austin Almarales | 11. Anthony Amir Ali | 19. Courtney Brown |
| 3. Utanpad Maharaj | 12. Trevor Oliver | 20. Paula Mark |
| 4. Gerry Alleyne | 13. Jack Warner | 21. Vena Jules |
| 5. Harold Taylor | 14. Elizabeth O'Connor | 22. Roy Augustus |
| 6. Lennox Denoon | 15. Trevor Davis | |
| 7. Alston Baker | 16. Winston Thomas | |
| 8. Brigdelal Baldeo | 17. Bisnath Rameshwarsingh | |
| 9. Selwyn Sookoo | | |

[1] Obtained from CSO data 1978.

TTUTA's CODE OF ETHICS

1. COMMITMENT TO THE STUDENT

- 1.01 A teacher shall always strive to enhance the intellectual, social and moral growth of students.
- 1.02 A teacher shall evoke in students an appreciation of their self-worth.
- 1.03 A teacher shall strive to instill in students a sense of patriotism and national pride.
- 1.04 A teacher shall develop in students an appreciation of high standards and a desire to strive for excellence.
- 1.05 A teacher shall not divulge, except through professional channels, any information of a personal or domestic nature concerning his students.
- 1.06 A teacher shall not attempt to undermine the confidence of teachers in students, or of students in other students.
- 1.07 A teacher shall take all reasonable care to protect the safety and welfare of students.
- 1.08 A teacher shall not exploit or violate the privileged relationship between teacher and students.
- 1.09 A teacher shall not subject students to mental or physical abuse.
- 1.10 A teacher shall deal justly and considerately each student regardless of sex, ethnic origin, social or economic status, political or religious affiliation.
- 1.11 A teacher shall respect the religious, political and moral beliefs of his students.
- 1.12 A teacher shall maintain high standards of professional competence by providing appropriate learning experiences for his students.
- 1.13 A teacher shall strive to improve the learning facilities and classroom environment for his students.

2. COMMITMENT TO COLLEAGUES

- 2.01 A teacher shall extend due respect to his colleagues, and be willing to work with them, regardless of sex, ethnic origin, status or qualifications.
- 2.02 A teacher shall be loyal to his colleagues and shall stand by decisions mutually or collectively agreed upon.
- 2.03 A teacher shall not make defamatory remarks concerning another teacher.
- 2.04 A teacher shall not verbally or physically abuse a colleague.
- 2.05 A teacher shall not undermine the confidence of students in other teachers.
- 2.06 A teacher shall not criticize the professional competence or professional reputation of a colleague without first discussing the matter with said colleague.
- 2.07 A teacher shall cooperate with other teachers in matters accepted as being in the best interest of students and the school.
- 2.08 A teacher shall not submit reports on fellow teachers knowing such reports to be false and misleading.
- 2.09 A teacher who makes a formal report on the professional competence of a colleague should provide him with a copy of the report.
- 2.10 A teacher, in an administrative or supervisory capacity, when dealing with complaints about other teachers, shall retain an unbiased position, investigate the matter fully, and act in accordance with the principles of natural justice and equity.
- 2.11 A teacher, in an administrative or supervisory position, shall not subscribe to the loss of increments, suspension or dismissal of a teacher, except for a just cause, and without first attempting to counsel that teacher.
- 2.12 A teacher shall not accept a post which becomes available as a result of official action that is being contested by the Association except with the approval of the Association.
- 2.13 A teacher shall respect the decision of his colleagues on committees on which he has served to submit reports to higher authorities even though he may be opposed to their decisions. He shall, however, retain the right to submit a minority report.

- 2.14 A teacher, as administrator, shall provide reasonable facilities for helping to maintain and improve the teaching/learning conditions.

3. COMMITMENT TO THE ADMINISTRATION

- 3.01 A teacher shall honour agreements made between the Association and the Employer.
- 3.02 A teacher shall use the existing channels of communication in dealing with all job-related matters.
- 3.03 A teacher shall be consistent in the execution of school policies and in the enforcement of rules and regulations.
- 3.04 A teacher shall cooperate with educational and related personnel in improving teaching and learning.
- 3.05 A teacher shall observe a reasonable and proper loyalty to the administration and management of the school.
- 3.06 A teacher shall observe all oral or written agreements arrived at with school administration.
- 3.07 A teacher shall report, through established channels, all matters harmful to the learning and teaching conditions of the school.

4. COMMITMENT TO THE PROFESSION

- 4.01 A teacher shall respect the dignity and rights of all persons without prejudice to ethnic origin, religious or political beliefs, colour, sex, physical characteristics, age, ancestry or place of birth.
- 4.02 A teacher shall not behave in a way that brings the teaching profession into disrepute.
- 4.03 A teacher shall honour his responsibility to his students and refrain from any illicit or inappropriate relationships.
- 4.04 A teacher shall speak and act in such a manner as to be a worthy role model for his students.
- 4.05 A teacher shall dress in a manner consistent with the dignity and honour of the teaching profession.
- 4.06 A teacher shall not denigrate the teaching profession so that able persons lose the desire to enter it.

- 4.07 A teacher shall be unselfish in response to colleagues who seek professional assistance.
- 4.08 A teacher shall be objective in all his judgments, assessments and reports.
- 4.09 A teacher shall not allow prejudice to influence his evaluation of the work of other teachers.
- 4.10 A teacher shall strive to ensure that there is no discrimination in education.
- 4.11 A teacher shall strive to improve working conditions leading to greater professionalism.
- 4.12 A teacher shall not betray the trust under which confidential information is exchanged.
- 4.13 A teacher shall strive to keep abreast of educational developments in his field through ongoing study and research.
- 4.14 A teacher shall maintain high standards of professional competence.
- 4.15 A teacher shall participate in a responsible manner in the development and implementation of policies affecting education.

5. COMMITMENT TO THE ASSOCIATION

- 5.01 A teacher shall accept service in the Trinidad and Tobago Unified Teachers' Association as a responsibility of membership.
- 5.02 A teacher shall lend support to and participate in various activities of the Association as may be decided by the relevant committees within the Association.
- 5.03 A teacher shall promote change from within the Organization for its development.
- 5.04 A teacher shall be constructive in his criticism of the Association.
- 5.05 A teacher wishing to criticize the Association shall do so using the structure specially provided by the Association for this purpose.
- 5.06 A teacher, as far as possible, shall not make individual representation to the Government, the Ministry of Education or Boards of Management to take individual action on matters which should be dealt with by the Association.

- 5.07 A teacher shall honour his commitments to the Association as well as those commitments made in the name of teachers by the Association.
- 5.08 A teacher shall adhere to collective agreements negotiated by the Union.
- 5.09 A teacher, while representing the Association, shall not make commitments on behalf of the Association to any organization or agency without the appropriate approval or endorsement.
- 5.10 A teacher shall not recognize any group except the Trinidad and Tobago Unified Teachers' Association as the official voice of teachers.

APPENDIX

Excerpt from UNESCO Document:

“RECOMMENDATION CONCERNING THE STATUS OF TEACHERS.”

(Adopted by the Special Intergovernmental Conference on the Status of Teachers, Paris on October 5, 1966)

VII. The Rights and Responsibilities of Teachers.

Professional Freedom

61. The teaching profession should enjoy academic freedom in the discharge of professional duties. Since teachers are particularly qualified to judge the teaching aids and methods most suitable for their pupils, they should be given the essential role in the choice and the adaptation of teaching material, the selection of textbooks and the application of teaching methods, within the framework of approved programmes, and with the assistance of the educational authorities.
62. Teachers and their organizations should participate in the development of new courses, textbooks and teaching aids.
63. Any systems of inspection or supervision should be designed to encourage and help teachers in the performance of their professional tasks and should be such as not to diminish the freedom, initiative and responsibility of teachers.
64. (1) Where any kind of direct assessment of the teacher's work is required, such assessment should be objective and should be made known to the teacher.
(2) Teachers should have a right to appeal against assessments which they deem to be unjustified.
65. Teachers should be free to make use of such evaluation techniques, as they may deem useful for the appraisal of pupils' progress, but should ensure that no unfairness to individual pupils results.
66. The authorities should give due weight to the recommendations of teachers regarding the suitability of individual pupils for courses and further education of different kinds.
67. Every possible effort should be made to promote close cooperation between teachers and parents in the interest of pupils, but teachers should be protected against unfair or unwarranted interference by parents in matters which are essentially the teacher's professional responsibility.

68. (1) Parents having a complaint against a school or a teacher should be given the opportunity of discussing it, in the first instance, with the school principal and the teacher concerned. Any complaint subsequently addressed to a higher authority should be put in writing and a copy should be supplied to the teacher.
- (2) Investigations of complaints should be so conducted that the teachers are given a fair opportunity to defend themselves and that no publicity is given to the proceedings.
69. While teachers should exercise the utmost care to avoid accidents to pupils, employers of teachers should safeguard them against the risk of having damages assessed against them in the event of injury to pupils occurring at school or in school activities away from the school premises or grounds.

Responsibilities of Teachers

70. Recognizing that the status of their profession depends to a considerable extent upon teachers themselves, all teachers should seek to achieve the highest possible standards in all their professional work.
71. Professional standards relating to teacher performance should be defined and maintained with the participation of the teachers' organizations.
72. Teachers and teachers' organizations should seek to cooperate fully with authorities in the interest of the pupils, of the education service and of society generally.
73. Codes of ethics or of conduct should be established by the teachers' organizations, since such codes greatly contribute to ensuring the prestige of the profession and the exercise of professional duties in accordance with agreed principles.
74. Teachers should be prepared to take their part in extra-curricular activities for the benefit of pupils and adults.

Relationship between Teachers and the Education Service as a Whole

75. In order that teachers may discharge their responsibilities, authorities should establish and regularly use recognized means of consultation with teachers' organizations on such matters as educational policy, school organization, and new developments in the education service.
76. Authorities and teachers should recognize the importance of the participation of teachers, through their organizations and in other ways, in steps designed to improve the quality of the education service, in

- educational research, and in the development and dissemination of new improved methods.
77. Authorities should facilitate the establishment and the work of panels designed, within a school or within a broader framework, to promote the cooperation of teachers of the same subject and should take due account of the opinions and suggestions of such panels.
 78. Administrative and other staff who are responsible for aspects of the education service should seek to establish good relations with teachers and this approach should be equally reciprocated.

Rights of Teachers

79. The participation of teachers in social and public life should be encouraged in the interest of the teacher's personal development, of the education service and of society as a whole.
80. Teachers should be free to exercise all civic rights generally enjoyed by citizens and should be eligible for public office.
81. Where the requirements of public office are such that the teacher has to relinquish his teaching duties, he should be retained in the profession for seniority and pension purposes and should be able to return to his previous post or to an equivalent post after his term of public office has expired.
82. Both salaries and working conditions for teachers should be determined through the process of negotiation between teachers' organizations and the employers of teachers.
83. Statutory or voluntary machinery should be established whereby the right of teachers to negotiate through their organizations with their employers, either public or private, is assured.
84. Appropriate joint machinery should be set up to deal with the settlement of disputes between the teachers and their employers arising out of terms and conditions of employment. If this means that procedures established for these purposes should be exhausted or if there should be a breakdown in negotiations between the parties, teachers' organizations should have the right to take such other steps as are normally open to other organizations in the defense of their legitimate interests.

TTUTA's Policy on HIV/AIDS

HIV / AIDS diminishes or destroys the quality of life before it takes way life itself

The following is TTUTA's Policy on HIV/AIDS which has been developed by Central Education Committee of TTUTA and has been adopted by the Association's General Council. It is the Association's hope that this policy would provide teachers with a better understanding some of the issues involved in dealing with persons living with HIV/AIDS (PLWHA) and the help them understand the need to minimise or eradicate issues of stigmatisation and discrimination associated with the disease. The Policy also addresses the rights of both teachers and students who are afflicted with the disease. It is the Association's view that this policy should be reviewed annually or as required.

HIV/AIDS — World of Work

The HIV/AIDS epidemic is now a global crisis and constitutes one of the most formidable challenges to development and social progress. Beyond the suffering it imposes on individuals and their families, the epidemic is profoundly affecting the social and economic fabric of societies. HIV/AIDS is a major threat to the world of work: It is affecting the most productive segment of the labour force. In addition, HIV/AIDS is affecting the fundamental rights of workers, particularly with respect to discrimination and stigmatisation aimed at workers living with and affected by HIV/AIDS.

The International Labour Organization (ILO) in Geneva, June 2001, has made a strong statement through a code of practice on HIV/AIDS and the world of work. The code covers key principles, such as the recognition of HIV/AIDS as a workplace issue, nondiscrimination in employment, screening and confidentiality, social dialogue, prevention and care and support, as the basis for addressing the epidemic in the workplace. The code further recognizes that HIV/AIDS, as a workplace issue, should be treated like any other serious illness/condition in the workplace. This is necessary because, as part of the local community, the workplace has a place to play in the wider struggle to limit the spread and effects of the epidemic. The epidemic, while decimating the general workforce and causing untold suffering, simultaneously poses major threats to the broader goals for sustaining development.

HIV/AIDS - AN EDUCATION ISSUE

Ten years after the World Congress on Education For All (EFA) in Jomtien, Thailand, the World Education Forum in Dakar, April 2000, reaffirmed the determination of the countries of the world to work together to fulfill the right to education for all. It set important goals that imply a major effort to expand both the quantity and quality of education. It made a commitment to tackling HIV/AIDS

as a matter of urgency. This commitment is essential because HIV/AIDS and Education for All are intimately connected.

The Education International (EI) First World Congress meeting in Harare (Zimbabwe) July 1995 expressed deep concern with the rapid expansion of the HIV/AIDS pandemic in all regions. That Congress was convinced that schools have a critical role to play in promoting the health of all school personnel in preventing HIV/AIDS and other health risks.

The Congress has encouraged EI member organisations to develop health education policies, including HIV/AIDS policies. The encouragement further extended to collaborating with respective governments to develop an HIV/AIDS policy, with particular reference to the school environment.

With HIV/AIDS as an education issue, all school personnel has a key role to play both in preventing HIV/AIDS and in mitigating its effects on individuals, families, communities and society. Particularly severe is the epidemic impact on schools and education. HIV/AIDS reduces the supply of education by reducing the number of teachers who are able to carry out their work and the resources available for education. The epidemic affects the quality of education because of the strains on the material and human resources of the system and on the health and presence of learners. Beyond this, it consequently impacts negatively on progression through education systems. The quality of education suffers in the form of teacher absenteeism, attrition, reduced teaching time and disruption of schedules.

TTUTA Statement on HIV/AIDS

The Trinidad and Tobago Unified Teachers' Association (TTUTA) is fully aware that HIV/AIDS is well entrenched in the Caribbean Basin. Trinidad and Tobago ranks second in the rate of prevalence of the disease and was among the first Caribbean countries to be hard hit by the epidemic. Since the first reported case in Trinidad and Tobago in 1983, more than 10,118 persons have been diagnosed as HIV/AIDS positive. Some 2,712 persons have already died. The most vulnerable group of **persons living with HIV/AIDS (PLWHA's)** range between the ages of 15 - 45. Our teachers and students are within this range.

The Association recognizes the HIV/AIDS epidemic as of critical concern to our Association, teachers, students and schools. It is decimating the education workforce and causing untold suffering to our students and their families. Education in itself offers a measure of protection against HIV/AIDS.

The Association strongly emphasises that PLWHA's in our schools pose no immediate threat to other personnel in the same environment. Although HIV/AIDS is a communicable disease, its transmission is spread only under specific and identifiable conditions. HIV/AIDS is not a contagious disease and as such does not fall within the present list of notifiable diseases. Transmission is possible only through:

- Unprotected sexual contact with an infected person;
- By sharing needles with an infected person;
- From infected mother to child during pregnancy, during birth and shortly after birth while breastfeeding.

TTUTA is committed to joining forces with other agencies in the treatment of HIV/AIDS. It commits itself to advocacy, collaboration with the Ministry of Education (MOE) and stakeholders in the development of a National HIV/AIDS policy for schools. It is further committed to ensuring that our teachers are provided with correct and current information on the disease with a view to preventing and to the reduction of the disease.

As a manifestation of the Association's commitment, the initiative has been taken to develop this policy, which emphasises the issues of stigmatisation, discrimination, right to work and students' rights to an education. This policy ought to be reviewed annually or as when deemed necessary.

In the development of this policy, the Association has borne in mind the supremacy of the Constitution of the Republic of Trinidad and Tobago, the terms and conditions of employment as agreed upon between the employer and the Association and the existing laws of the country.

1.00 TEACHERS WITH HIV/AIDS INFECTION

- 1.01 HIV/AIDS testing should not be required at the time of recruitment or as a condition of continued employment. Any routine medical testing such as fitness carried out prior to the commencement of employment, or on a regular basis for teachers, should not include mandatory HIV/AIDS testing.
- 1.02 The identity of the teacher with HIV/AIDS infection should be protected. HIV/AIDS related information on teachers should be kept strictly confidential and kept only on medical files. Access to such information must comply with international norms, national laws and practices. Only medical personnel should be allowed access to such information, which may be only disclosed if legally required or with the consent of the person concerned.
- 1.03 In order to decrease the risk of discrimination against any teacher, all efforts must be made to ensure that work is performed free of discrimination or stigmatisation based on real or perceived HIV/AIDS status. Persons with HIV/AIDS and HIV/AIDS related illnesses should be encouraged to work as long as they are deemed medically fit for appropriate work.
- 1.04 HIV/AIDS infection is not a cause for termination of employment. A teacher should be allowed to work until it is medically proven that he is

unable to continue work and where alternative working arrangements, including extended sick leave have been exhausted.

- 1.05 When it has been clinically established that a teacher is too ill to continue work, then that person's employment should cease in accordance with international and local anti-discrimination and labour laws and general procedures. The individual shall have full access to all entitlements under relevant regulations.

2.00 Students with HIV/AIDS infection

- 2.01 Students with HIV/AIDS, real or perceived, should have the right to attend their regular classes.
- 2.02 The identity of students with HIV/AIDS infection should be protected.
- 2.03 HIV/AIDS testing should not be required as a condition for admission to school.
- 2.04 HIV/AIDS infection, real or perceived, should not be a basis for non-admission/enrollment of a student to a school.

3.00 Alternative Instruction for Students with HIV/AIDS Infection

- 3.01 Where the physical condition or behavior of a student infected with HIV/AIDS poses a health risk, alternative instruction should be provided by the Ministry of Education.
- 3.02 Decisions regarding alternative instruction should be made on a case-by-case basis on medical grounds.
- 3.03 Alternative instruction for students infected with HIV/AIDS should be provided by teachers who fully understand the situation of a student who has developed HIV/AIDS-related illnesses and who agrees to provide their services. For such teachers, specially negotiated conditions with the employer shall apply.

4.00 Curriculum

- 4.01 Information on HIV/AIDS and health promotion should be provided as part of the curriculum of schools and appropriate funding for teaching material should be provided.
- 4.02 Professional Teachers' Diplomas/Certificate programmes should include HIV/AIDS education issues.
- 4.03 Ongoing education training programmes should be provided by the employer to ensure that all teachers have relevant information on HIV/AIDS and other communicable diseases.

5.00. Protocol

- 5.01 Appropriate protocol and procedures for hygiene control re infections should be developed through appropriate consultation with relevant stakeholders.
- 5.02 All schools and teachers should be provided with the necessary gear, equipment and resources for the ongoing application of these protocols.

Formulated by Central Education Committee
Adopted by General Council
July 2004

TTUTA'S MEMBERSHIP BENEFITS

REPRESENTATION

As a TTUTA member you are entitled to legal representation in all matters in defense of your job. The cost of such representation is borne by the Association. Few teachers are able to carry the cost of such litigation.

LEGAL ADVICE

Members can obtain sound legal advice on any matter relating to terms and conditions of service. Our Industrial Relations Department stands ready to provide this service.

PROFESSIONAL DEVELOPMENT

Through Professional Development days, National Conventions, Seminars, Workshops and various courses, members are given the opportunity to improve themselves professionally. Principals to Assistant Teachers benefit from such activities. They are thus placed in a position to play a more pivotal role in the education system and in the development of our country.

STUDY CIRCLE PROGRAMME

This programme is designed to educate the membership on:

1. Matters pertaining to TTUTA
2. Matters relating to the Teaching Service and Education System
3. Professional Development

SCHOLARSHIPS

Each year, TTUTA in conjunction with the government, offers scholarships for members to attend the Cipriani College of Labour and Cooperative Studies. They may either pursue courses in Labour Studies, Cooperative Studies or shortly Occupational Safety and Health. TTUTA has designated these awards the McKensley Nathasingh Scholarships.

TUTOR

Members are entitled to a copy of the Association's official organ, TUTOR. Teachers are encouraged to send articles to their newspaper through the editor.

MOUNT ST. VINCENT UNIVERSITY (MSVU) PROGRAMME

TTUTA has entered into an alliance with the Mount Saint Vincent University for the provision of a Masters in Education Programme via distance learning and live tutoring. At present, the programme offers options in Educational Leadership & Curriculum Studies. This two-year course is being offered to TTUTA members who already are holders of a recognised first degree or its equivalent. Upon completion, graduates will find themselves better poised for eligibility to promotional posts catered for in the new Teaching Service structure. For further information, please contact our Programme Coordinator.

DISCOUNTS – INCENTIVES TO MEMBERS

Using your membership card you can obtain discounts from the businesses that have indicated their willingness to participate in this programme. Every two years a new booklet is delivered to members providing them with information on the participating businesses.

INSURANCES

TTUTA members enjoy special rates on motor vehicle insurance through a Group Plan negotiated with an Maritime insurance company through M&M Brokers. Members also enjoy special rates on homes and their contents. Members who do not own their own homes can insure the contents of their dwelling places. The rates we enjoy as a group can see members saving hundreds of dollars.

SPORTING ACTIVITIES

The Association organises Inter District competitions such as Windball Cricket, All Fours, Netball and Football. The Association also simultaneously holds a 10K event and a 1 Lap Savannah race every year in the month of January.

ANNIVERSARY CELEBRATIONS

This event is held in the month of March or April each year. Members have a standing invitation. At this event, retirees are honoured.

FAMILY DAY

Every year TTUTA organises a fun Family Day for members and their families in the month of May. Each year a different district hosts the event. Members and their families are therefore presented with the opportunity to travel to different areas of the country and socialize with their colleagues.

MONTH OF THE TEACHER

October is designated Month of the Teacher. The Association plans and executes several programmes during this period. Highlights include:

- Observation of World Teachers' Day
- District Conventions on the second Friday
- Annual Conference of Delegates
- The naming of the Teacher of the Year (Frank B. Seepersad Award).

AWARDS

The Frank B. Seepersad Teacher of the Year Award is an annual award to a TTUTA member who has contributed significantly to the Association, to education and to society.

The Urich Loutoo Award consists of bursaries awarded to three students attending the University of the West Indies on a full-time basis and whose parents are members of TTUTA.

ATTENDANCE AT MEETINGS

All members are free to attend meetings of the General Council, Conference of Delegates, District Staff Representatives' meetings and Staff Representatives' Conventions. However, only bonafide members of these bodies are allowed to vote.

UNIMED GROUP HEALTH PLAN

The UNIMED Group Health Plan became fully operational from January 1st 2005. The former TTUTA Group Health Plan ceased to exist from July 31st 2005.

UNIMED is a Single Coverage Plan for all teachers with at least two years continuous service. This Plan covers only the individual teacher and does not cover any other family members. It is compulsory for all teachers who qualify. Teachers on contract are NOT covered.

This plan has been negotiated between the Association (TTUTA) and the Chief Personnel Officer. The cost of coverage is shared between employee (the teacher) and the employer (Ministry of Education). Single coverage is \$90 per month, the teacher contributing \$45 and the Ministry contributing \$45.

Enrolment Cards

To register you must complete an Enrolment Card and return it to the Ministry of Education through your school principal. Please do not send any of these cards to any of the TTUTA offices.

Enrolment cards must be stamped by the Ministry of Education and forwarded to M & M Brokers for filing. M & M are the brokers selected by the Government of Trinidad and Tobago and will be responsible for the processing and payment of all claims.

Enrolment Cards are now available at TTUTA offices for teachers who have not already completed cards. Claims will not be paid to teachers who have not completed Enrolment Cards.

1. Ensure that your Employee Registration Card has been filled out and submitted to the Ministry of Education:

**Ministry of Education
Training & Employee Development Unit
Ministry of Education
Alexandra Street, St. Clair**

2. Ensure the Claim Form is filled out correctly

Employee Statement of Claim (front of claim form):

- NIS number, Name, Date of Birth, School and Tel. Contact.
- Answer questions 1-5 and 6 (if relevant).
- Date and signature at the end of the form.

Attending Physician's Statement (back of claim form):

- **Ailment/Sickness/Diagnosis/Treatment etc.** - Ensure that this is legible otherwise the form will be returned. Patient Name, Birth date and Date of Service that appear on the back of the form must also be completed.
 - **In order for a claim to be valid (and legal), the name of the Doctor/Provider must be CLEARLY shown.** - The Doctor's official stamp should be used whenever possible. If not, their name must be written in under their signature in BLOCK letters, together with their credentials. If the Doctor is attached to a Clinic or Private Hospital, and the stamp of the organization is used, then name and credentials of the Attending Physician/Provider must also be clearly shown on the claim form.
 - **Pharmacy Bills** – It is imperative that the bill for medication is fully completed. The name of the Doctor prescribing the medication, prescription number, date, the number of tablets/capsules etc... supplied, name of the drug and the unit cost must be clearly shown.
 - **Other Treatment/Services** – A referral must be shown for other types of treatment – i.e. Physiotherapy, Lab tests etc. For the claim to be valid, the Provider of these services must be a practitioner registered with the local body. Individual names of tests and costs must be indicated.
 - **Receipts, Bills etc...** – Ensure that original bills accompany the claim form. If the member has other Health insurance, this would fall under the COB (Co-ordination of Benefits) and the Primary insurer must settle the claim first, then they (the primary insurer) will forward copies to us for COB. If M&M is the primary insurer, then the original claim forms and bills must be submitted.
3. Claims must be submitted within three (3) months from the date of your visit to the doctor. Claims being submitted after the stipulated three (3) month period will be time barred and will not be processed.
4. All Claim forms should be submitted to our selected Service Centres (see list below). M&M Insurance Services Limited or other UNIMED offices will not process the claim.
- HEAD OFFICE - Southern Main Road, Curepe
Tel: 663-2738, 645-2134, 645-3825/Fax: 662-1813
 - SOUTH OFFICE - 32 Donaldson Street, San Fernando
Tel: 657-5086, Tel/Fax: 657-6033
 - TOBAGO OFFICE – Corner Kirk Street and McKay Hill, Scarborough,
Tobago Tel/Fax: 639-3468

- PORT-OF-SPAIN OFFICE - 6 Jerningham Avenue, Belmont
Tel/Fax: 621-3515
 - SOUTH EASTERN OFFICE – M2 Tasker Road, Princes Town
Tel: 655-1879
 - NORTH EASTERN OFFICE - Mary Street, Sangre Grande
Tel: 668-3788
5. All queries must be forwarded to our above-mentioned Service Centres. M&M will not answer queries directly.
 6. Approximately 6-8 weeks after you submit your claim form, cheques will be sent to the respective office to which the claim form was submitted. You are therefore expected to follow-up on your claim form and collect all cheques or correspondence at our selected Service Centres. A letter of authorization together with appropriate IDs (the member and the person collecting) are required if you wish to have someone collect a cheque on your behalf. Please follow-up on all your claims, as we currently do not have the capacity to call or send out cheques.