



Rijksdienst Caribisch Nederland
OCW

STAFF MANUAL TEACHING STAFF CARIBBEAN NETHERLANDS





COLOPHON

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This manual is also available in Dutch.



Together we work on the further improvement of the education in the Caribbean Netherlands

I have a particular interest in the education in the Caribbean Netherlands. In June 2018 a unique delegation of directors and school leaders from the Caribbean Netherlands came to the Ministry in the Hague to talk with various policy employees about the further quality improvement of the education on the islands. This was my first and positive introduction to the people who daily make a motivated effort for proper education on the Caribbean islands.

Together we work on the further improvement of the education in the Caribbean Netherlands. In the second education agenda 'Working together on the next step' we established arrangements about that. The education agenda focuses on a number of themes. The further improvement of the quality of the education is the most important key objective from the agenda. This requires additional efforts on the islands due to the unique situation. That is why the Ministry of OCW pays specific attention to this. It is commendable that in recent years the quality of the education in the Caribbean Netherlands has improved significantly. For instance, almost all educational institutions on the islands have reached the basic quality. The latter thanks to the good commitment of all those involved – including the teaching staff. This is worthy of compliments.

The education agenda also has the objective of ensuring that the preconditions for good education are in order. Steps are still to be taken here, including good and clear terms and conditions of employment for the teaching staff. After all: good education starts with good staff and good staff starts with good terms and conditions of employment. For the implementation of the education agenda employees of my Ministry, in The Hague and in the Caribbean Netherlands (RCN/OCW), compiled this staff manual. The manual roughly answers the question what the terms and conditions of employment of the teaching staff in the Caribbean Netherlands are. This manual provides for the necessary clarity. This way everybody can check what his / her rights and obligations are. It is therefore important to use this manual – as a tool.

In the education agenda we also agreed that we are going to improve the negotiating terms and conditions of employment for the education in the Caribbean Netherlands. When the relevant meetings have been completed we shall reach a decision with those involved on the future layout of the consultation model.

I am pleased with this beautiful result and I thank all those involved on the islands who contributed to this during the consultation.

Arie Slob | Minister for Primary and Secondary Education and Media

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INTRODUCTION

This manual is intended for the teaching staff employed on Bonaire, St. Eustatius or Saba (the Caribbean Netherlands) at a government-funded school for publicly-run or privately-run education. Teaching staff includes the director and deputy director, the teachers and the teaching support staff. The Caribbean Netherlands have both publicly-run and privately-run schools. The rules for public servants of the Caribbean Netherlands are applicable to staff appointed in the publicly-run education. It is indicated in this manual what rules this regards. Employees in the privately-run education fall, first and foremost, under the BES Civil Code.

It is determined in the BES education legislation that the said legislation is equally applicable to the staff in the privately-run education. This means that where the public service legislation provides better arrangements than the BES Civil Code, the public service legislation applies to employees in the privately-run education. It is indicated separately in this manual where this is the case. In this manual the staff are referred to with the word 'employee', this also includes the public servant employed in the publicly-run education.

The manual was revised based on the questions that were raised during the presentations that were held in the Caribbean Netherlands in February and March 2018. The manual was also revised based on the terms and conditions of employment agreement 2018-2020. According to the BES education legislation, regulations were established by island order for the salaries and allowances of the staff. It was agreed in the second education agenda for the Caribbean Netherlands that the Ministry of OCW supports the public entities when preparing and adopting the said terms and conditions of employment. After adoption of the latest regulations they are included in a subsequent version of this manual.

This manual is not a legally binding document. It provides an understanding of the provisions in legislation and regulations on terms and conditions of employment for teaching staff. The manual basically outlines the answer to the question what rights and obligations teaching staff in the Caribbean Netherlands have. The legal status of teaching staff is a wide-ranging matter. The employment conditions are laid down in many regulations. An overview of the most important regulations is included in the appendix to this manual. These regulations are public and can be consulted by anyone on the internet (<http://wetten.overheid.nl>).



DISCLAIMER

The actual legal terms and sentence constructions in the legislation and regulations are not always easy to understand. The staff manual therefore contains a simplified representation of the most important employment conditions for teaching staff in the Caribbean Netherlands. Due to the simplified presentation of the regulations, no rights can be derived from this manual. If there is any obscurity or if there is a dispute about the content of this staff manual then the underlying regulations are leading. The content may also change as a result of new employment conditions agreements. In this sense, rights can also not be derived from this document.

All employment conditions agreements until 2018 - 2020 were processed in this version of the manual. Future changes in the legal status or working conditions of the teaching staff will be included in a subsequent version of the manual.

An overview of the links to relevant legislation and regulations can be found on the RCN / OCW website: www.rijksdienstcn.com/onderwijs-cultuur-wetenschap/onderwijspersoneel/personeelshandboek.

EMPLOYMENT

1.1 Position

The labour contract or instrument of appointment shows which position (“office”) the employee has been appointed to. Sections 12.3, 12.4 and 12.5 of this manual include the standard positions for management board members, teachers and teaching support staff.

1.2 Appointment

Depending on the institution where the employee is going to work, he will receive a labour contract or an instrument of appointment. If it is a school for publicly-run education then the employee receives an instrument of appointment and if it is a privately-run education school then he will receive a labour contract.

See appendix 12.8 for an overview of schools in the Caribbean Netherlands.

Publicly-run education

The teaching staff in publicly-run education is appointed by the competent authority. This was formerly the executive council but now it is the school board of the public legal entity or the foundation in which the school is organised (the employer). At present there are two publicly-run schools in Bonaire (Kolegio Rayo di Solo and Kolegio Strea Briante) and in St. Eustatius there is one (Governor de Graaff School); all three are primary schools. Kolegio Strea Briante is a school that offers specialised education to students with specific educational needs. Saba does not have a publicly-run school for primary education.

The teaching staff in publicly-run education are employees within the meaning of the BES Central and Local Government Personnel Act. As a result, all civil service regulations apply directly to them. One example is the BES Legal Status (Civil Servants) Decree.

On appointment, the staff of a publicly-run school receive an instrument of appointment. This instrument is only signed by the school board, not by the employee. The appointment is a unilateral legal act. In case of disputes, public law applies, including the BES Civil Servant Case Law Act, see also section 10.

Privately-run education

Most of the schools in the Caribbean Netherlands are privately-run education schools. The teaching staff in privately-run education are appointed by the school board. This appointment is a two-way legal act under civil law. It is an employment agreement between the employer and the employee. The agreement is laid down in the labour contract, which is signed by both parties. There are also private foundations for public education. For the labour-law they are treated as private because a foundation is subject to civil law. Employees of a foundation for public education also get a labour contract.

The teaching staff in privately-run education are not employees within the meaning of the Central and Local Government Personnel Act BES. The education laws stipulated that the Central and Local Government Personnel Act BES and the regulations based thereon are applicable “mutatis mutandis” to teaching staff of privately-run schools.

This means that the civil servant rules are applied materially to the staff of privately-run schools, unless their application would not be appropriate, or the staff member would have less rights because of this than based on the Civil Code. Taking the oath of office only applies in publicly-run education for example. This is not appropriate in privately-run education. When it comes to suspension, dismissal and disciplinary measures, the same rules apply to privately-run education as to publicly-run education in principle, unless the rights under civil law are better. For the most part the provisions in publicly-run education are laid down in the Legal Status (Civil Servants) Decree BES.

Until the entry into force of the WPO BES, WVO BES and WEB BES on 1/1/2011, the legal status of employees in privately-run education was also similar to the legal status of civil servants working in publicly-run education.

In case of any labour disputes, civil procedural law applies as laid down in the BES Code of Civil Procedure. See further section 10.

1 Section 37 WPO BES, Section 90 WVO BES and Section 4.1.4 of the WEB BES.

2 This was determined in section 42 of the National Ordinance on primary and secondary education, which was valid until 1/1/2011. Full title: National Ordinate of November 14, 2008 on the regulation with regard to foundation education. Published in the Official Journal 2008, number 84. Entry into force on 22/11/2008.

Content of labour contract or instrument of appointment

The Legal Status (Civil Servants) Decree BES sets out in section 8 what must be stated in the labour contract. It is advisable to state the following both in the labour contract and in the instrument of appointment.

- The office or the position;
- Name, first names and date of birth;
- Whether it is fixed-term or temporary employment. In the event of temporary employment or if it is an appointment for a fixed or an open term or a probationary period (see paragraph 1.4 on the probationary period);
- The date on which the appointment takes effect;
- The remuneration or the salary (gross amount per month) and any other monetary benefits;
- The applicable pension scheme (see Section 7);
- The length of employment (see paragraph 1.7);
- The applicable regulations on terms and conditions of employment for the appointment including the employment conditions agreement for the island in question. For the sake of legal certainty, it is advisable to include in the labour contract that the BES Central and Local Government Personnel Act, and the regulations based thereon, including the BES Legal Status (Civil Servants) Decree, apply to the employment agreement insofar they are not contradictory to the BES Civil Code.

1.3 Medical examination

The medical examination is meant for the pension fund. The employer is only informed if someone was approved or rejected. Not the relevant reason. It is important that the examination takes place before the employee terminates his previous employment.

An employee cannot end up in the situation where he cannot accrue pension or loses his job if he has already started working at the new employer. This applies to the employees from the islands and to the people who arrive from beyond the islands.

1.4 Temporary or permanent employment

The employee is employed in temporary or permanent employment. In most cases, a permanent appointment is preceded by a probationary period.

Publicly-run education/employee

During the probationary period, the employee has a temporary employment for the duration of one year. The probationary period may be renewed after the first year by another year.

Reasons for a temporary appointment are:

- Replacement of a temporarily absent employee;
- Activities of a decreasing nature;
- If the employee does not yet have the educational capacity required by law;
- Temporary contractors from outside the Caribbean Netherlands.

A temporary appointment can last for a maximum of five years. In practice, a temporary appointment generally lasts for three years.

More information can be found in section 2 of the Legal Status (Civil Servants) Decree BES.

Privately-run education/employee

Employees in privately-run education have a probationary period of two months. A probationary period only applies if it has been agreed in writing. The employer can terminate the employment agreement at the end of the probationary period. The employee can terminate the employment agreement during the probationary period at any time without giving reasons.

For temporary agreements, the employee in privately-run education receives a permanent agreement after three years or after three temporary agreements. The reasons for working on a temporary agreement are the same as in publicly-run education.

More information can be found in sections 1615fa and 1615n of Book 7a of the BES Civil Code.

1.5 Appointment requirements

Directors, deputy directors, teachers or members of the teaching support staff may only be appointed by the competent authority if they:

- Possess a certificate of good conduct that is not older than six months at the time of appointment;
- Have not been excluded from teaching by a court ruling;
- Comply with the statutory appointment requirements applicable to the job.

As from January 1, 2011, the teaching staff in the Caribbean Netherlands has the same legal appointment requirements as the teaching staff in the European Netherlands.

Transitional law has been agreed on for teachers in office. Future teachers on the Public Entities of Bonaire, St. Eustatius and Saba who started a course that led to a Netherlands-Antillean certificate of competence before October 10, 2010 could be appointed with this certificate of competence until October 10, 2015 (source: Second Amendment Act Public Entities Bonaire, St. Eustatius and Saba).

More information on the legal appointment requirements for teachers is contained in Sections 34 and 35 of the BES Primary Education Act, Sections 80 to 87 of the BES Secondary Education Act and Sections 4.2.1 to 4.2.3 of the BES Adult and Vocational Education Act and in the BES Standards of Competence (Teaching Staff) Decree.

1.6 Employment Conditions agreements

The employment conditions of the teaching staff are part of the employment conditions of all government staff in the Caribbean Netherlands. The employment conditions consultation is conducted by the representative of the Minister of the Interior and Kingdom Relations and the representatives of the trade unions ABVO, ACOM, NABPBES and WISCU. The outcome of the consultation is an employment conditions agreement in which agreements are made for a certain period on salary development or entitlements to certain bonuses for the teaching staff for example. The most recent employment conditions agreement is from 2018-2020. Section 2 refers to some of these employment conditions that have been concluded since 2011. Section 11 deals with the system of establishing these employment conditions.

It is advisable to include in the instrument of appointment or in the certificate of employment that these employment conditions, established under Section 37 of the WPO BES, Section 90 of the WVO BES and Section 4.1.4 of the WEB BES, apply to the employment.

1.7 Standard workload, lesson and task hours

From August 1, 2014, for all employees in education the so-called standard annual workload that determines the working hours per year for standard employment applies. The scope of the standard annual workload is 1659 hours for a full-time teacher. This includes teaching tasks, lesson-related tasks such as preparation and marking, gaining expertise and finally hours for specific tasks at school.

With teaching staff and teaching support staff with lesson-related duties, 10% of the standard annual workload is designated for promotion of expertise. The stimulation of expertise can take place during both the time for the not lesson-related duties and the time for the lesson-related duties. The promotion of expertise cannot merely take place during the time for the not lesson-related duties.

The standard annual workload has been valid for teachers since January 1, 2012, due to an agreement in the Terms of Employment Agreement, entered into on March 27 and 28, 2012 for the teaching staff on Bonaire, St. Eustatius and Saba. Effective from August 1, 2014 the same arrangement was agreed on for the board and the teaching support staff. Effective from the said date the holiday scheme for teachers also applies to the board and the teaching support staff.

The calculation of the working time for the board and teaching support staff without lesson-related duties is then as follows:

On average teachers work 40 weeks per annum. In case of a standard annual workload of 1,659 hours this implies an average working time of 41.5 hours. A part of the working time is not related to time and location for teachers, e.g. the performance of preparation and follow-up work for lessons. It is assumed that the board and the teaching support staff with lesson-related duties also arrive at an average working time per week of 41.5 hours. Thus the standard annual workload arrives at 1,659 hours. The board and teaching support staff without lesson-related duties with a working

week of 39.5 hours must compensate this shorter working week by working 80 hours (40 x 2 hours) per annum during the school holidays. Thus they also realise a standard annual workload of 1,659 hours. The employer takes this into account with the timetabling.

The employer establishes the schedules. This is a good subject for consultation with the staff delegation of the participation council.

1.8 Termination and notice periods for termination

1.8.1 Termination by the employee

Publicly-run education/employee

The employee will be granted honourable discharge upon request. This discharge will not be granted within one month or later than three months after the date of receipt of the request for discharge. At the request of the employee or for urgent reasons of public interest, it is possible to derogate from these notice periods.

More information can be found in Section 88 of the Legal Status (Civil Servants) Decree BES.

Privately-run education/employee

The notice period is always one month for the employee.

More information can be found in section 1615i of Book 7a of the BES Civil Code.

1.8.2 Termination by the employer

Permanent employment

Privately-run education/employee

An employee appointed for an open term may be granted discharge provided that a notice period is observed:

- Of 3 months for employment of 12 months or more;
- Of 2 months for employment between 6 and 12 months;
- Of 1 month for employment lasting less than 6 months.

More information can be found in section 89 of the Legal Status (Civil Servants) Decree BES.

Privately-run education/employee

In addition to the above terms, the notice period for the employer for an employee who has been employed for 15 years or more is four months.

In privately-run education, it also applies that no dismissal may be granted due to illness and accident, pregnancy and maternity leave, the employee's marriage and/or trade union membership.

Involuntary dismissal can only be granted if there is question of a dismissal ground from the BES Legal Status (Civil Servants) Decree. This also applies in privately-run education. The grounds for dismissal described in the Legal Status (Civil Servants) Decree BES are:

- **Section 78** deals with disciplinary measures, including dismissal in the event of dereliction of duty;
- **Section 90** deals with dismissal due to reaching retirement age;
- **Section 91** deals with reorganisation or reduced need for workers;
- **Section 92** provides other specifically defined grounds for involuntary dismissal.

Section 10 deals with the procedure to be followed when imposing disciplinary punishments or dismissals.

Temporary employment

Publicly-run education/employee

An employee who has been appointed for a fixed period of time or for a probationary period is granted honourable discharge as soon as that period has elapsed. If honorary discharge is granted with effect from the day occurring within the specified time or probationary period, the notice periods as described above apply *mutatis mutandis*.

More information can be found in section 89 of the Legal Status (Civil Servants) Decree BES.

Privately-run education/employee

A temporary agreement cannot be terminated before the term expires unless the right to terminate has been agreed on in writing for both the employer and employee. During the two-month probationary period the employee can terminate the agreement at any time.

The Legal Status Decree also recognises the appointment in temporary employment for an open term. This implies that the employee is employed temporarily, however that the term for which he is appointed is not clear upon commencement of the employment. This applies, for instance, to replacement due to (prolonged) sickness. The reason of the temporary agreement should, however, be specified in the appointment.

Because the end date is not known, the following notice periods apply:

- **three months** in case of an employment of at least 12 months;
- **two months** in case of an employment of less than 12 months but of at least six months;
- **one month** in case of an employment of less than six months.

Teachers with a second-degree qualification can temporarily teach at a first-grade level. On Bonaire a teacher can be deployed as a teacher on an unqualified basis as temporary replacement for a year. A teacher can teach on an unqualified basis for two years if he is meanwhile in training. This can be extended by two years. The Gwendoline van Putten School on St. Eustatius and the Saba Comprehensive School on Saba opted for a deviating educational form because they opted for English as the language of instruction and apply different curriculums. The employer can appoint a person as a teacher at these schools on the basis of personal assessment of an attestation. The Inspectorate of Education does supervise the quality.

1.9 Partner

Recently it was decided that upon application of the BES Legal Status Civil Servants Decree and the decrees based on the same, spouse must also be understood as the life partner with whom the not married employee runs a durable joint household. Widow or widower must also be understood as the surviving life partner with whom the deceased ran a durable joint household.

Only one person can be qualified as the life partner.



REMUNERATION AND BONUSES

The remuneration and bonuses are recorded in the following regulations:

- **BES Legal Status Civil Servants Decree;**
- **The employment conditions agreements for teaching staff.**

The latest agreement was concluded for the period 2018-2020 (drawn up and signed for each island).

These regulations currently apply to staff employed by publicly-run and privately-run schools. The BES Civil Code does not impede this.

2.1 Remuneration and salary scale

Remuneration refers to the amount that is mentioned in the salary scale with the position of the employee and the step in which he was classified. In addition, the Legal Status Decree refers to the term income. This was elaborated in section 25 subsection 9 of the Legal Status Decree. Income is understood as the remuneration increased by a potential child allowance, individual allowances and personal allowances and end-of-year and holiday allowance.

If the allowance is a percentage then the amount on which it is calculated differs. Sometimes it is just the remuneration, sometimes income as indicated above and sometimes the remuneration with the components that pertain to the pensionable salary.

With effect from January 1, 2012, the salary scales were harmonised for all teaching staff³.

The scales are listed in section 12.2 of this manual.

For primary education, the salary scales LA, LB and LC apply to teachers. There are function descriptions for the scales LA and LB. If a school wants to use LC the employer has to make his own function description. This is only possible for more complicated tasks. The function description has to make it clear that the function is more complicated than the LA and LB functions. For secondary education and secondary vocational education, the salary scales LB, LC and LD apply to teachers. The amount of the salary scale depends on the content and weight of the position to which the teacher is appointed. The task descriptions for the various positions, which indicate the distinctions between these teaching positions, are listed in section 12.4 of this manual.

With effect from July 1, 2013, the maximum scale for directors in primary and secondary education is related to the size of the school.

Promotion to a higher position

If the employee is promoted to a position attached to a higher salary scale, he will be classified in the next highest amount in that new salary scale. For example; if an employee receives a promotion and is promoted from scale LA to scale LB, he is classified in scale LB in the salary step that gives the next highest amount than the employee was earning in scale LA. From step 10 in scale LA, he then goes to step 5 in scale LB for example (based on the salary scales applicable in 2016).

If the date of appointment of the promotion coincides with the date on which the annual increments are awarded (August 1), then an increment will be awarded in the scale that applied until that date. This is obviously only relevant when the person concerned was not yet paid in accordance with the maximum amount in his old salary scale.

More information can be found in section 22 of the Legal Status (Civil Servants) Decree BES.

Salary increase

The government made additional resources available to offer teachers in primary education better terms and conditions of employment. Effective from January 1, 2018 (as described in the employment conditions agreement for teaching staff 2018-2020) a revised scale (increase of 3%) applies to teachers in scale LA in primary education. The scales for teachers in secondary education and vocational education are therefore indicated separately in section 12.2. The scale LB is not increased but in primary education additional resources were made available that can (where there is room permits this) be used for (1) the allocation of an additional increment (scale step) for the teachers in LB and/or (2) the flow of teachers from scale LA to LB or from scale LB to LC, if the school has an LC position. The school board accounts for the deployment of these resources in the annual report.

³ The harmonisation meant that for all three islands the same teachers' scales applied with the same number of salary steps of 14.

From January 1, 2019 a salary development of 5.15% applies to all scales, this is also indicated separately. Teachers in the secondary education should at least be classified in scale LB (see 12.4).

Work pressure tools

In the European Netherlands the trade unions, the Primary Education Council and the government reached an agreement on February 9, 2018 about the reduction of the work pressure in the primary education. To this end resources were also made available for the primary education in the Caribbean Netherlands. The funding for personnel and labour market policy as described in section 166 of the BES Primary Education Act was to this end increased from the 2018-2019 school year by USD 181.99 per student.

How the resources for the reduction of the work pressure are deployed is determined per school. This must take place in consultation with the staff delegation of the participation council (PMR). The school board prepares the spending plan on the basis of the meeting with (the delegation of) the teachers and in consultation with the school leader. Ultimately the school board is responsible for the money being deployed for the prevention of work pressure.

2.2 Occasional remuneration/ one-off bonuses

An employee who has given a special performance or has carried out his work with extraordinary dedication may be rewarded by the competent authority for this. Depending on the dedication and service, this one-off reward may consist of:

- An allowance because his position or duty is of a special nature equal to 25% of the remuneration;
- A testimonial that is included in the staff file;
- A one-time bonus of no more than 8 % of the annual salary
- An extra salary step (increment);
- A one-time simple cash reward equal to 10% of the initial remuneration of scale 1.

More information can be found in sections 23 and 70 of the Legal Status (Civil Servants) Decree BES.

2.3 Anniversary bonus

The employee is given an anniversary bonus for 10, 20, 30 or 40 years of loyal service. The basis on which the bonus is calculated is the remuneration increased by the end-of-year and holiday allowance and all allowances that are taken into account for the pensionable income, converted into a monthly amount. The bonus is 25% of this amount for a 10-year public service anniversary, 50% for a 20-year public service anniversary, 75% of this amount for a 30-year public service anniversary and 100% of the monthly remuneration for a 40-year public service anniversary.

For the public service anniversary, all the years of public service are included, wherever in the Kingdom. This applies retroactively from July 1, 2012: for an anniversary from July 1, 2012 all years of public service within the Kingdom count.

More information can be found in section 71a of the Legal Status (Civil Servants) Decree BES.

2.4 Allowance in case of decease

If an employee passes away then the competent authority pays, as soon as possible after the demise, an amount equal to three times the amount of the monthly income at the time of death.

Income must be understood as the amount of the monthly remuneration increased by the monthly amount of the child allowance if the employee was entitled to it. The potential Saba / Statia allowance, the windward allowance, the equalisation allowance, the holiday allowance and the end-of-year bonus (converted to 3 months) must also be included in the income. As well as potential other allowances or payments of a periodic nature.

The amount is paid to the surviving spouse (man or woman). If there is no spouse then the amount must be paid to the children of whom the employee is the legal parent provided that they have not reached the age of 21 yet and are or were not married. Other parties entitled to the benefit are described in the BES Legal Status (Civil Servants) Decree. If there are no persons who are entitled to the allowance it can be used to pay for the costs of the last sickness and funeral. This only applies if the estate is not sufficient and no more than the amount of the benefit.

More information is available in section 36 of chapter 4 of the BES Legal Status (Civil Servants) Decree.

2.5 Substitution allowance

The employee is eligible for a substitution allowance when he is temporarily charged by the supervisor with full substitution, including the associated responsibilities, of a higher-level position. For example, if a teacher temporarily deputises in the position of deputy head. The allowance consists of the difference in remuneration between his own position and the substituted position. To qualify for this allowance, the substitution must last for 30 days or more per half year. No allowance is granted when the employee acts as a substitute and this is a task that is part of his work. There is substitution when someone is ill or is out of the country for a long period of time for work.

More information can be found in section 24 of the Legal Status (Civil Servants) Decree BES.

2.6 Activities on call

The employee who must be available to perform work on call outside his normal working hours is, during the time that he is available but is not actually working, entitled to an allowance of USD 1.59 per hour.

See section 25a of the BES Legal Status (Civil Servants) Decree.

2.7 Activities outside working hours

The employee who regularly performs work outside the normal working hours is, in addition to his salary, entitled to an allowance. The said allowance amounts for work performed on:

- Monday up to and including Friday between 0:00 and 6:00 hours, to USD 2.37 per worked hour;
- Saturday and Sunday between 0:00 and 24:00 hours, to USD 4.74 per worked hour;
- national public holidays between 0:00 and 24:00 hours, to USD 9.48 per worked hour.

It is not the intention of this scheme for the employee to work overtime. The allowance is meant for employees who work outside the common hours. For instance, the concierge who must be present once a week until 22:00 o'clock because the school is then open in connection with meetings.

See section 25b of the BES Legal Status (Civil Servants) Decree.

2.8 Transitional allowance

1. Agreement from the employment conditions agreement teaching staff March 28, 2012

On March 28, 2012, an agreement was reached between the Public Entity Bonaire, the school boards and the trade unions on the harmonisation and improvement of salaries for teachers.

Under this agreement, teachers in Bonaire are entitled to a transitional allowance if they were employed on January 1, 2012 and as from that date were classified in one of the teachers' scales LA to LD. The allowance will apply at the time the teacher is paid according to the maximum of the scale in which he was classified as from January 1, 2012. As from January 1, 2018, the transitional allowance will be USD 218 per standard full-time teaching post. With the salary increase of 5.15% as from January 1, 2019 the transitional allowance will increase to USD 230 per month.

The teacher remains entitled to the transitional allowance as long as he remains in the scale that became applicable as from January 1, 2012. If a scale change occurs, the transitional allowance lapses.

Example: Teacher Juni has been working in scale LA since February 1, 2011. As from August 1, 2014, he was in the maximum of scale LA. From that date he received the transitional allowance. From January 1, 2017, he was promoted to scale LB and the transitional allowance lapsed.

2. Agreement from the employment conditions agreement 2013-2014

On December 17 and 18, 2013, the Public Entities Bonaire, St. Eustatius and Saba, the school boards and trade unions concluded an agreement on the harmonisation and improvement of the salary structure of management board members and teaching support staff. In addition, teachers' salaries were converted into the same scale structure that was introduced for all civil servants on the islands as from July 1, 2013. This led to a structural improvement of the teachers' salary structure.

As a result of this new scale structure, teachers who were paid in scale LB prior to the harmonisation as from July 1, 2013 in some cases have a transitional higher scale limit, see further section 12.2.

2.9 Secondment allowance

The employee who temporarily performs work outside his work location receives a secondment allowance to cover the inevitable expenses deriving from the same. This allowance is every time established for a maximum of three months on the basis of the data made available by the employee.

The secondment allowance is regulated in section 28 of the BES Legal Status (Civil Servants) Decree.

2.10 Location allowance/windward allowance

An employee is eligible for a monthly location allowance of 16.3% of the salary if he is employed in St. Eustatius or Saba and lives on these islands. The scheme lapsed on March 31, 2015 and was replaced by the Saba-Statia allowances and the equalisation allowance but continues to apply for employees who were already employed at the relevant education institution on March 31, 2015, and who have continued to work there uninterruptedly.

The basis for this allowance can be found in section 28, second subsection, of the BES Legal Status (Civil Servants) Decree.

2.11 Saba and Statia allowance

The employee is eligible for a Saba-Statia allowance if he lives on Saba or St. Eustatius and was employed on or after April 1, 2015. The allowance will be 2.5% of the salary as from April 1, 2015.

The basis for this allowance can be found in section 28, third subsection, of the BES Legal Status (Civil Servants) Decree.

2.12 Equalisation allowance

The employee who was employed on or after April 1, 2015 will be granted an equalisation allowance to cover the differences in inflation development on the islands. As from April 1, 2015, this allowance for teaching staff on Saba is 9.5%, on St. Eustatius 9.6% and on Bonaire 0% of the salary.

The basis for this allowance is contained in section 28, fourth subsection, of the BES Legal Status (Civil Servants) Decree.

2.13 Child allowance and child benefit

The employee receives a child allowance from the employer for children who are part of his family.

It must regard unmarried children under the age of 18 with whom the employee is in a familial relationship. Or unmarried stepchildren under the age of 18 if they are fully at the expense of the employee.

The employer can also pay the child allowance to the employee for children who are under the age of 18, who are part of his family and whom he feeds and maintains as his own children if the actual parents are unable to do so. The employer assesses whether the employee can in that case claim the allowance.

The child allowance must in the aforementioned situations also be paid for children aged between 18 and 25 if they:

- fully or predominantly follow education;
- are permanently unable to earn a third of what healthy children can earn with work suitable for them.

The child allowance amounts to USD 67.04 per annum for one child, USD 100.56 for two children and USD 134.08 for more than 2 children.

The aforementioned amounts are increased by the percentage of the remuneration indicated in column 1 below and in consideration of the minimum and maximum thresholds indicated in columns 2 and 3 below:

	Column 1	Column 2	Column 3
Number of Children	Percentage	Minimum threshold in USD	Maximum threshold in USD
1	5	87,15	368,72
2	9,5	174,30	703,91
3	13,5	261,45	1.005,59
4	16,5	348,60	1.173,18
5	19	435,75	1.340,78
6	21,5	522,91	1,508,38
7	24	610,06	1,675,96
8	26,5	697,21	1,843,58
9	29	784,36	2,011,17
10	31,5	871,51	2,178,77

If there is question of more than 10 children then the allowance also increases. If so required, you can address RCN/OCW for more information in this situation.

The child allowance is paid simultaneously with the remuneration. If both parents are an employee then the remuneration is paid to the parent with the highest remuneration. If the child is living with one of the parents then the allowance is paid to the parent to whose household the child pertains. The allowance must inure to the benefit of the child, otherwise the allowance can be revoked.

More information on this can be found in section 27 of the BES Legal Status (Civil Servants) Decree.

In addition to this allowance there is the BES child benefit. More information can be found in the BES Child Benefit Act, which entered into force on January 1, 2016. The child benefit has replaced the former child allowance from the BES Wages and Salaries Tax Act, which should be added to the tax-free sum.

2.14 Holiday allowance

The holiday allowance is a percentage of the annual salary including any allowances, including (if applicable): personal allowance, windward allowance, Saba and Statia allowance, equalisation allowance and substitution allowance.

The holiday allowance will be paid (as from 2019) in the month of May. The surcharge is calculated on the actual remuneration paid in the previous period from June to May. The payment will be accrued per month in which actual remuneration is enjoyed.

The 8% holiday allowance, based on the employment conditions agreements 2016-2017, is increased to 8.33% from June 1, 2016; this increase was paid for the first time in June 2017.

More information can be found in section 36a of the BES Legal Status (Civil Servants) Decree.

2.15 End-of-year allowance

Effective from the year 2018 the end-of-year allowance is paid annually in the month of November instead of December. Hence, the allowance is paid a month earlier. This was agreed in the employment conditions agreement 2018-2020. The allowance is calculated over the entire calendar year.

The end-of-year allowance is increased on the basis of the employment conditions agreement 2018-2020 due to the development of the end-of-year bonus into a thirteenth month's salary. Specifically, this means the following:

- Effective from January 1, 2018 the nominal end-of-year bonus is replaced by a payment in percentage terms of 5% of the remuneration, including the Saba and Statia allowance, with a minimum of USD 1,500;
- Effective from January 1, 2019 this percentage is increased to 6%, with a minimum of USD 1,500;
- Effective from January 1, 2020 this percentage is increased to 7%, with a minimum of USD 1,500.

The end-of-year bonus is calculated proportionately for the employee who has not been employed for a full year yet. In case of dismissal of the employee the End-of-year allowance is paid in the last month of his employment. Furthermore, the end-of-year allowance is calculated proportionally according to the size of employment.

2.16 Travel, subsistence and removal allowance

Employees who need to travel to a location other than their work location for their work and who do not have a means of transport of the employer at their disposal qualify for a travel allowance. Only actual expenses are basically reimbursed. The employee must submit the documentary evidence, unless there is question of a fixed allowance for subsistence expenses. This allowance consists, excluding the hotel costs, of:

- USD 95 when travelling to another public entity, Aruba, Curacao or St. Maarten;
- USD 130 when travelling to countries of the European Union;
- USD 120 when travelling to other foreign destinations.

If a personal means of transport is used then reimbursement of the travelling expenses is only provided if the employer is of the opinion that the use is inevitable or for the benefit of the employer.

- The business trip starts as soon as the employee reaches the public entity or the country of destination and comes to an end at the moment that the public entity or the country of destination is left.
- A complete subsistence allowance for one day is provided for a business trip that starts after 12:00 o'clock and ends before 24:00 o'clock.
- The subsistence allowance for a business trip of 12 hours or less amounts to half of the aforementioned amounts.
- If the business trip is longer than 24 hours then at the start of the trip after 12:00 o'clock and/or return before 12:00 o'clock half of the subsistence allowance is provided.
- In case of meals included in the travelling expenses, the employee only receives a third of the subsistence expenses for that day.

If a business trip requires more than 21 days then the employer establishes the allowance for the subsistence expenses on an individual basis. A separate scheme applies to a business trip exceeding 30 days.

In case of a change in the work location or in case of establishment at a work location the employee receives an allowance for the removal of himself and his family. If so required, the actual costs of a temporary stay for the employee and his family are also partly reimbursed.

See for the scheme sections 66-69 of the BES Legal Status (Civil Servants) Decree.

Some schools in the Caribbean Netherlands make a payment for repatriating employees moving from the Netherlands, Belgium, Suriname or elsewhere to the Caribbean Netherlands, to work for a few years in education. Sometimes the Public Entity has a scheme that can be used.

The scheme provides for reimbursement of the costs of, among other things, coming over, lodging, and transferring household effects and refurbishment, as far as the financial situation of the school allows for this. In addition, the competent body may provide additional allowances in specific situations. The employee can get further information from his own employer on Bonaire, St. Eustatius or Saba.



5 The equalisation allowance can be added to the Saba and Statia allowance. For instance, an employee residing on Saba and working at a school on Saba receives an allowance of $9.5\% + 2.5\% = 12\%$ of the salary.

LEAVE AND CLAIMS IN THE EVENT OF ILLNESS

3.1 Holiday leave

3.1.1 Teaching staff

Teaching staff have paid holiday leave during the school holidays of the students. The big holiday for the Caribbean Netherlands was set in the Regulation establishing school holidays 2016-2019. The big holiday in the Caribbean Netherlands starts and ends at the same time as the summer holidays of the first region in the European Netherlands.

Teaching staff must be available to the competent authority for educational and/or school organisation activities where necessary for up to six days of the total holiday leave for work of an educational and/or school-organisational nature. The competent body must notify the teaching staff in good time on which days they should be available. At least one of the periods in which the teaching staff take holiday must include a continuous period of at least four weeks.

The employee who falls ill during the holiday retains his entitlement to the holidays that he was unable to enjoy due to sickness. These days must be taken immediately before or after a subsequent holiday. The same applies if pregnancy and/or maternity leave falls in the school holiday.

More information can be found in Chapter III of the BES Holiday and free from service for Civil Servants Decree.

3.1.2 Management and teaching support staff

It is the practice at schools that the school holiday's scheme is also applied for the management and teaching support staff.

This means that the management and teaching support staff also enjoy paid holiday leave during the school holidays of the students. A standard annual workload of 1659 hours applies.

3.2 Official public holidays

The official public holidays for all employees are:

- New Year's Day (January 1);
- The day following the carnival procession held separately in each Public Entity;
- Good Friday;
- Easter Sunday and Easter Monday;
- The day on which the King's birthday is officially celebrated (April 27);
- The day on which Labour Day is officially celebrated (May 1);
- Ascension Day;
- Pentecost (Sunday);
- Dia di Boneiru (September 6 on Bonaire);
- Statia day (November 16 on St. Eustatius);
- Saba day (the first Friday in December on Saba);
- Kingdom Day (December 15), also called Dia di Reino;
- Christmas Day and Boxing Day.

Whit Monday is not designated as a public holiday. In the BES Secondary Education (Organisation of Teaching) Decree (section 15, fourth subsection under a) it is recorded however that on Whit Monday no education is provided in vocational education and in secondary education.

On April 30, 'Dia di Rincon' is celebrated on Bonaire. This day has not (yet) been officially designated by the Minister of the Interior and Kingdom Relations as a public holiday.

The official holidays are regulated in section 37, subsection j of the BES Legal Status (Civil Servants) Decree and the Regulation of November 23, 2012, in which Dia di Boneiru, Statia Day and Saba Day were designated as public holidays (Government Gazette 2012, no. 24891).

If the public holiday falls in the weekend, the day off is not moved.

3.3 Exemption from service due to special circumstances

There are cases where the employer can grant the employee special leave (exemption from service) due to special circumstances such as supervising travel for medical treatment. Unless the interests of the service oppose it, the employee is granted paid leave of absence by the competent authority for his request for special circumstances:

1. - personal matters

- On the day of giving official notice of an intended marriage;
- For his wedding: four working days;
- On the day of the wedding of blood relatives and relatives by marriage to the first, second and third degree;
- In the event of his spouse giving birth: two working days;
- On the day of his church confirmation and First Holy Communion and that of his spouse, children, stepchildren or foster children;
- On the day of his 10th, 20th, 30th and 40th public service anniversary;
- On the day of commemoration of his 25th and 40th wedding anniversary;
- On the day of commemoration of the 25th, 40th, 50th, and 60th wedding anniversary of his parents, stepparents, parents-in-law, foster parents or grandparents;
- In the event of serious illness of his spouse, parents, stepparents, parents-in-law, foster parents, children, stepchildren or foster children: no more than fifteen days;
- In the event of the death of his spouse, parents, stepparents, parents-in-law or foster parents, children, stepchildren or foster children; two working days, also if the employee must travel abroad;
- On the death of grandparents, housemates and blood relatives and relatives by marriage up to the third degree: one working day;
- On the day before and on the days when an exam is sat for obtaining a legally recognised diploma;

2. - moving

- If he is married or has his own household, when moving on the island where he has his place of residence: two days, and in case of removal to another island: two days both before departure to as well as after arrival at the new location;
- If he is not married and has no own household, when moving to another island: one day before departure to the new location;

3. - public or legal tasks

- For attending meetings or sessions of or performing work for public law boards or committees to which the employee has been appointed or referred and insofar as this cannot be done in his free time;

- For compliance with a statutory obligation, all this insofar as this cannot be done in his free time and changing a shift is not possible.

In addition to the above, a maximum exemption from three months of service may be granted on account of special circumstances at the written request of the employee to the employer, in cases where the competent body decides that there is reason to do so. For example, in the event of serious illness of family members if it appears that the 15 days mentioned above are not enough (under '1. - personal matters, ninth bullet). The grounds on which this leave may be granted are given in section 29 of the BES holiday, and free from service civil servants decree. The first month of leave is paid. In the following months, the employee receives at least 50% of his salary. The employee can also take this leave abroad.

Finally, pursuant to section 30 of the above decree, unpaid leave may be granted for up to five years, due to special circumstances, if the competent authority decides there is reason to do so.

More information on special leave can be found in chapter five of the BES Holiday and Exemption for Service Civil Servants Decree.

3.4 Pre-maternity leave

In connection with childbirth, the employee is entitled to pre-maternity leave and maternity leave of a total of sixteen weeks. Pre-maternity leave commences within two and six weeks before the expected date of delivery (as stated by a doctor or midwife in writing). The pre-maternity leave is paid leave.

More information can be found in section 37a of the BES Holiday and Exemption from Service for Civil Servants Decree and in section 1614 BES Civil Code (Bulletin of Acts and Decrees 2016, 472, dated 26/11/2016).

A provision for parental leave has not (yet) been made for teaching staff in the Caribbean Netherlands. There is thus currently no provision for or right to parental leave.

PERFORMANCE REVIEW AND ASSESSMENT

4.1 Planning interview

It is possible to have a planning interview with the supervisor at the start of the school year (or at the commencement of employment), also called a start-up interview. This conversation is intended to make arrangements regarding the targets for the coming period and which training opportunities apply (personal training or development plan). This conversation forms the input for the next performance or assessment interview.

4.2 Performance review

A performance review is a conversation between the employee and the immediate supervisor, which must be conducted at least once a year. The employee may also request a performance review. The supervisor ensures that this review is scheduled. The purpose of the review is to improve performance and collaboration.

There is two-way traffic. The conversation can address all matters that are of importance to the employee's performance (such as delivered performances, conduct at work, working conditions, training opportunities and career prospects) and any problems. The conversation looks back and forward. Firstly, the performance in the past period is discussed, up to one year back, and agreements are made for the coming period.

The supervisor ensures that a report is drawn up of the review. The form, which is an attachment to the BES Appraisals Regulations, can be used. The form is appended to this manual as appendix 12.6. The completed form is signed by both parties (employee and supervisor). It is recommended to conduct a performance review at least three months before a formal assessment is made (see next section).

More information can be found in the BES Appraisals Regulations.



6 The form approved by the state to record the appraisal is in the appendix. The manager is required to fill in the required personal and job details on the form. The schools can also use or continue using their own form.

4.3 Appraisal

An appraisal is one-way traffic; the direct supervisor indicates how he views the employee's performance (effort, results, performance of the position and so on) and he gives a value judgement, generally and, if desired, per task.

For example, an appraisal will take place in the following cases:

- Prior to the award of an annual increment or extra increment;
- If giving a permanent appointment to the employee in temporary employment is being considered;
- If the supervisor is of the opinion that there is reason for conducting an appraisal;
- If the employee asks for it.

Prior to the appraisal the direct supervisor draws up an assessment advice. For this purpose, the form adopted by the BES Assessment of Civil Servants Regulations and which is appended as appendix 12.7 to this manual, can be used. The school can also use or continue to use its own form. The supervisor sends the assessment advice to the employee, after which the appraisal will take place within a reasonable period of time of about 15 working days. In the conversation, the employee will have the opportunity to respond to the assessment advice. The supervisor then decides whether the conversation has led to adjustments. The supervisor will finalise the assessment by signing the form as soon as possible (advisable within two working days). The employee signs the form to show he has seen it.

The employee may object in writing to the assessment to his supervisor within five working days after the appraisal has taken place.

It is advisable to conduct an assessment interview at most one year after entry into service or switching to another position. Subsequently, at the least at the end of each school year.

More information can be found in the BES Assessment of Civil Servants.

MEDICAL EXAMINATION AND SICK LEAVE

5.1 Medical examination

A medical examination is required for all employees who commence employment. The examination is intended to assess whether the future employee can be declared fit for the performance of the job. The examination is also required to be admitted as a participant to the Pension Fund of Caribbean Netherlands.

During the examination, the doctor may ask questions about the health of the employee. The doctor may only ask questions that are relevant for the purpose of the examination. The doctor informs the employee about the outcome of the examination.

More information can be found in sections 3 to 6 of the BES Legal Status (Civil Servants) Decree.

5.2 Reporting sick

On the first day of sickness, the employee will contact the supervisor as soon as possible by telephone. Notification by email, voicemail or SMS/WhatsApp etc. will not be accepted. Failure to answer the phone or to visit the company physician's surgery without a valid reason can lead to the determination of unauthorised absence. The supervisor reports the sick leave to the occupational health and safety service.

From the first to the fourth day, the sick employee can be called by the company physician for a consultation with him, and if necessary also after the fourth day. The company physician determines the degree of fitness for work. His judgement is decisive, not that of your own GP or specialist for example.

If the person calling in sick works on St. Eustatius or Saba, the consultation with the company physician is by telephone or by videoconferencing. This is unless the company physician is present on the islands during that period.

The notification of recovery is also addressed to the supervisor.

See also sections 31 to 37 of the BES Holiday and Exemption from Service Civil Servants Decree.



5.3 Payment of remuneration during illness

For the first 24 months of illness if there is a permanent appointment the full income will be paid. In the event of temporary employment, the income is paid in the first 12 months of illness.

After two years employees in permanent employment are in case of sickness entitled to:

- 9/10th of the complete income for the subsequent twelve months;
- 8/10th of the complete income for the remaining (twelve) months.

The employer receives a benefit from the healthcare office for a maximum of two years. If an employee is sick longer than that then the costs are at the expense of the employer. If the exemption from service due to illness exceeds thirty days, the expenses allowances are no longer included in the income. For the above-mentioned terms for the payment of income, a repeated sick leave notification within 30 days after the work has been resumed is considered to be a continuation of the previous sickness notification.

The payment of (some of) the income is subject to a number of conditions. One of the conditions is that the sick employee responds to the company physician's call ups and fully cooperates with any medical examinations requested. If the employee remains sick then the invalidity pension can only take effect after four years. The examination for the invalidity pension does in that case not take place sooner than after 3,5 years of sickness.

See also sections 31 to 31c of the BES Holidays and Exemption from Service Civil Servants.

5.4 Medical expenses

Since January 1, 2011 there has been general mandatory health insurance for all inhabitants of the islands of the Caribbean Netherlands. For this purpose, contribution is deducted through the flat tax and the employer pays a contribution over the remuneration. This insurance includes both medical and long-term care (formerly: AVBZ). More information can be found at www.rijksdienstcn.com.

5.5 Doctor's visits

Visits to the GP, specialist, dentist, etc. will be planned as far as possible in agreement with the immediate supervisor. Proof of the appointment made may be requested such as an appointment card.

5.6 Occupational health and safety service

An agreement was concluded with an occupational health and safety service for expert support in the field of health and sickness absenteeism policy: Arbo Medical BES. The occupational health and safety service supports the prevention and supervision of sickness absenteeism and arranges for the pre-employment medical examinations.

STUDY FACILITIES

6.1 Training and professional development

For the teachers and for teaching support staff with lesson-related and/or handling tasks (such as teaching assistants for example), within the standard annual workload of 1659 hours, 10% will be counted as hours for professional development (see also section 1.7 of this manual). During the performance review, agreements can be made about how these hours are used.

6.2 Study facilities

The employee may be required to attend training if this is in the school's interests. In addition, study facilities are provided. These consist of a reimbursement of the training costs and necessary travel and accommodation expenses, and study leave with full remuneration for following the classes or internships, taking examinations and the day prior to an exam. There is a full or partial repayment obligation of the training costs in the event of insufficient results or in some cases if dismissal occurs during the training.

The employee can also follow a course at his own request. If in the opinion of the competent authority, this course contributes to the tasks of the job or the next career step, the employee is entitled to paid study leave for following the classes or internships, taking examinations and the day prior to an exam. If the employee completes this study successfully, he is entitled to 35% reimbursement of the student fees related to the study. In the event that the course, in the opinion of the competent authority, contributes significantly to the tasks of the job or to the next career step and the employee has completed the study successfully, the compensation is 75%. The employee must repay in most cases the 35% or 75% in full or in part upon dismissal within a period of one and a half years, or three years respectively after the completion of the course.

For the time being, a Teacher's Bursary can also be claimed if the conditions are met. This allows for a bachelor's or master's degree programme to be followed.

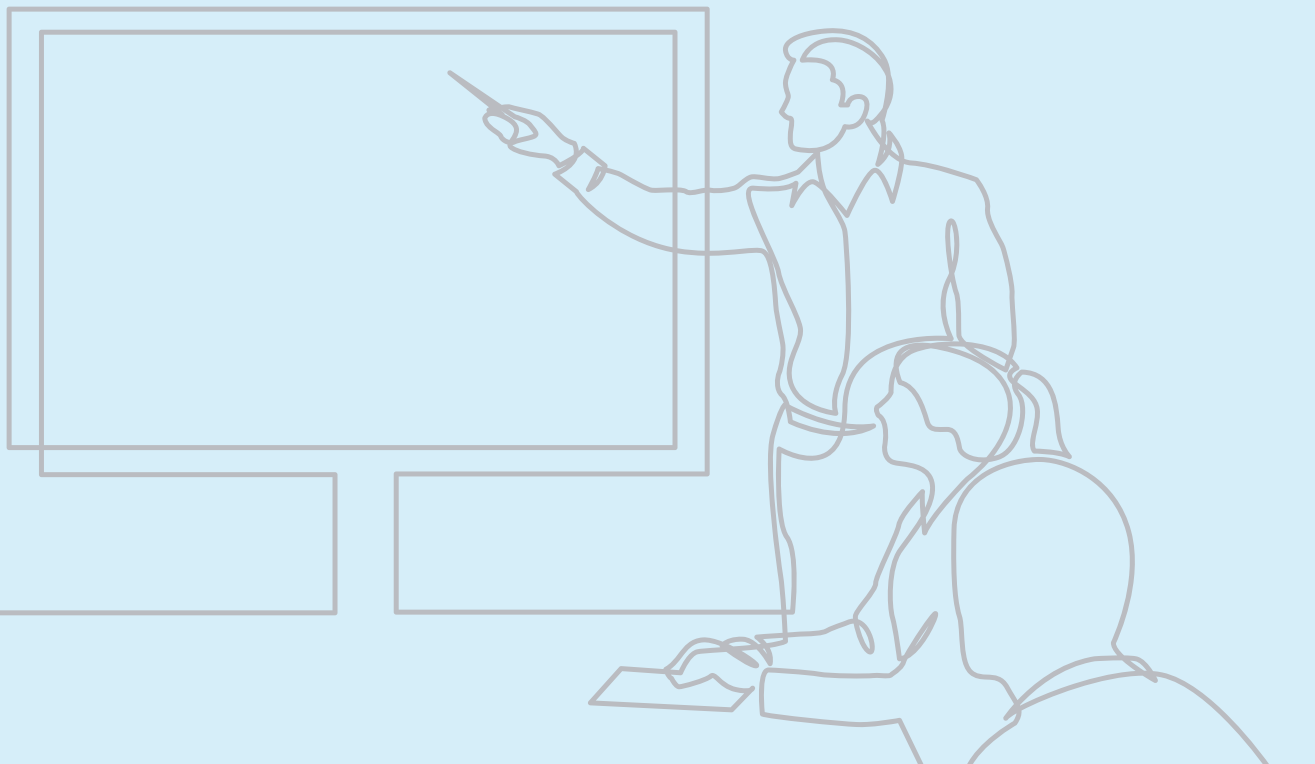
See <http://www.duo.nl/particulieren/leraar/de-lerarenbeurs/hoe-de-lerarenbeurs-werkt.as>

6.2.1 Studying abroad

The employee cannot be compelled to attend training for more than six months in the European part of the Netherlands or abroad without his consent.

Employees in part-time employment cannot be required to attend training in the European part of the Netherlands or abroad. If a part-time employee agrees to this training then for the duration of the training he is employed full-time.

More information can be found in sections 72a to 72h of the BES Legal Status (Civil Servants) Decree.



PENSION

7.1 Pension

The Pensioenfonds Caribisch Nederland (PCN, Pension Fund of the Caribbean Netherlands) was established on October 10, 2010 to provide in the pension administration for civil servants in Caribbean Netherlands. Employees in health care, youth care, and government-funded education also mandatorily take part in the pension scheme.

Participation in the Pension Fund is mandatory and provides for:

- Old-age pension. This pension is a benefit for the (former) participant in the form of income during old age;
- Surviving dependants' pension. This pension is a benefit for the (former) spouse due to the death of the (former) participant or retiree;
- Orphan's pension. This pension is a benefit for a child due to the death of the (former) participant or retiree;
- Invalidity pension. This pension is a benefit for a (former) participant to compensate for lost income related to occupational disability.

The retirement age is linked to the Algemene Ouderdomsvoorziening (AOV, General Old-Age Provision) age. Pursuant to section 90 of the BES Legal Status (Civil Servants) Decree, the competent authority grants honourable discharge with effect of the date on which a person is entitled to old age pension (AOV) pursuant to section 6 of the BES Old Age Pensions Act. Section 6 of the BES Old Age Pensions Act stipulates that entitlement to an old-age pension commences when someone turns 65.

The AOV age in the Caribbean Netherlands is being incrementally increased from 60 to 65 years. This increase in the AOV age is included in section 39a of the BES Old Age Pensions Act. For all employees born from January 1, 1956 onwards, this is in principle from the date on which the employee turns 65.

For employees who are covered by transitional law, this is as follows:

- Born before January 1, 1953 age 60;
- Born in 1953 age 62;
- Born in 1954 age 63;
- Born in 1955 age 64;

One third of the pension contribution is paid by the employee and two thirds by the employer.

The pension accrual takes place when there is question of salary payment. The principle is no salary, no pension accrual. Partial salary, partial pension accrual. The employee can enquire with the pension fund if it is possible to personally continue paying the pension contribution during a period in respect of which the employee receives no or less salary, e.g. in case of unpaid leave of five years or in case of leave due to special circumstances when payment of 50% is continued for the subsequent months.

More information can be found in the Pension Scheme Rules of the Stichting Pensioenfonds Caribisch Nederland, which can be found on the pension fund's website (<http://www.pensioenfondscn.com>), and in the BES Civil Servants Pensions Act.

7.1.1 Possible 'shortfall' in pension rights

There may be an "income shortfall" because, for example, someone is honourably discharged at the beginning in April, but will only receive his first pension in the course of May. In that case, it is advisable to contact the competent authority to discuss whether working longer is an option.

A "pension shortfall" may also arise when staff from the European Netherlands are recruited because the AOV age in the European Netherlands is higher than the AOV age in the Caribbean Netherlands. Per individual case it will be necessary to look at whether a solution can be found for this.

7.2 Early pension (VUT)

The VUT was abolished on October 10, 2010. Current VUT benefits based on the 'national ordinance age limit 1996' are maintained. In addition, there is a special temporary transitional scheme. More information on this can be found in paragraph 3 of the BES Civil Servants Pension Act (section 112e et seq.).

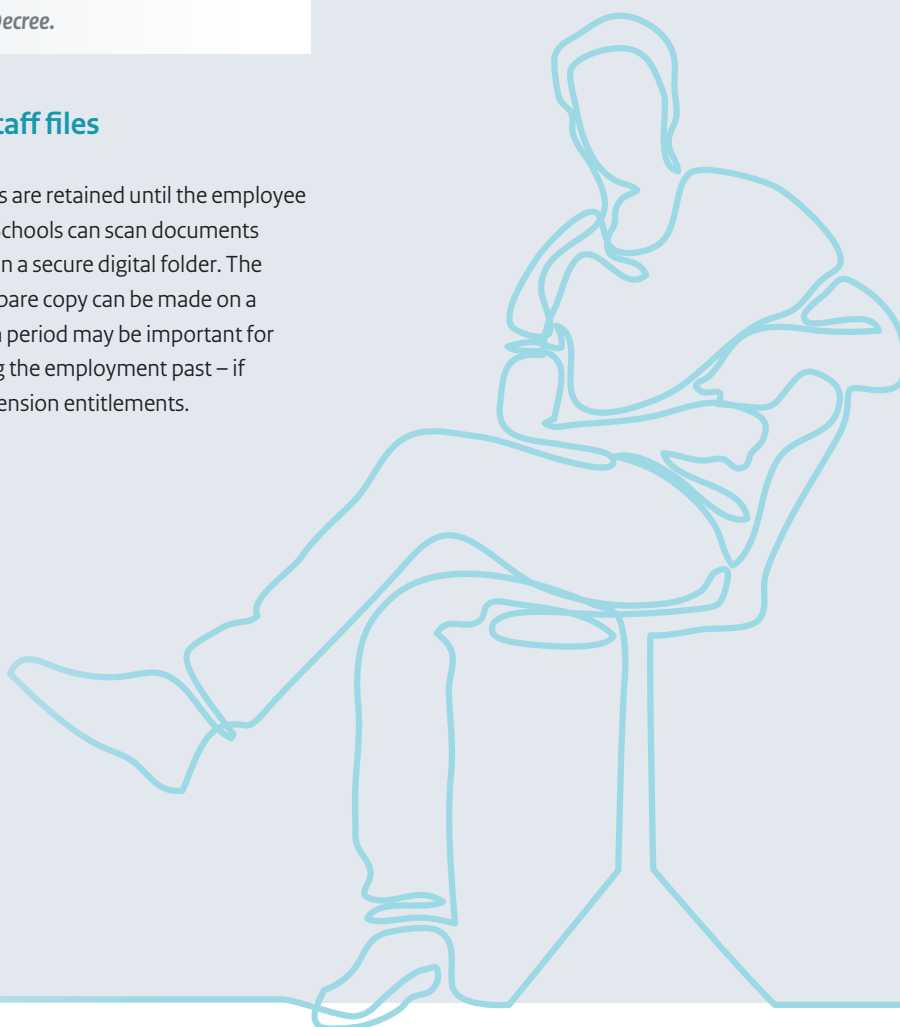
7.3 Redundancy payment

In certain cases, an employee may be entitled to a redundancy payment after he has been granted honourable discharge. The employee must in any case have been in permanent employment or five years in temporary employment for this. If the discharge has been granted to him at his own request, there is no right to a redundancy payment. The duration of the period during which the person receives the redundancy payment depends on the number of years the employee has been employed.

More information can be found in the BES Public Servants Redundancy Payments Decree.

7.4 Retention of staff files

It is important that staff files are retained until the employee in question has turned 70. Schools can scan documents and save them as PDF files in a secure digital folder. The advantage of this is that a spare copy can be made on a regular basis. This retention period may be important for example when constructing the employment past – if necessary – to determine pension entitlements.



ACCIDENT RISK

8. Accident risk

The Public Entity or school board has taken out insurance for damage caused to the school building, school premises or effects/movable property of the school. For example, consider an accident in which a window is broken.

Section 146 of the WPO BES and section 147 of the WVO BES regulate a number of matters relating to the handling or compensation of damage and insurance of risks.

DERELICTION OF DUTY AND DISCIPLINARY PUNISHMENTS

9. Dereliction of duty and disciplinary punishments

The employer may impose a disciplinary punishment on the employee who is guilty of dereliction of duty.

The disciplinary punishments that can be imposed are:

- A written reprimand;
- Extraordinary service on days other than Sundays and the religious public holidays applicable to the employee, without remuneration or for less salary;
- Fines;
- Deduction, in whole or in part, of the income during a maximum of one month;
- Demotion to one or two salary steps lower;
- Exclusion from promotion for a period of four years;
- Suspension for a certain period with deduction of full or partial remuneration for a period of at most six months;
- Dismissal.

More information can be found in sections 78 to 83 of the BES Legal Status (Civil Servants) Decree.

COMPLAINTS PROCEDURE

AND PROCEDURE FOR DISMISSAL OR DISCIPLINARY PUNISHMENTS

10.1 Complaints regulation

On August 1, 2015, the complaints procedure for schools in the Caribbean Netherlands (CN) officially entered into force. This means that since that date every government-funded school in the Caribbean Netherlands has been adhering to a standard procedure for dealing with complaints from parents, pupils and staff and that a central complaints committee (Complaints Committee CN) has been appointed.

In accordance with the complaints procedure, complaints must initially be discussed with the person at the school who is being addressed. If the parties involved do not agree, the complaint can be submitted to the executive board and, if necessary, the school board. If this does not offer a solution, it has been possible since August 1, 2015 to file an official complaint with the Complaints Committee CN using a standard complaint form. Schools are obliged to provide information about the complaints procedure.

The committee treats complaints confidentially and responds within four weeks. The school board can take measures based on the advice of the complaints committee. The complaints committee's advice is not binding, but the school can provide other insights on how to find a solution. The complaints committee consists of one representative for each of the three islands within the Caribbean Netherlands.

10.2 Procedure for the employer

Before the employer can proceed with the imposition of disciplinary punishment, including dismissal, he is obliged to follow the procedure described here below.

The employer first notifies the employee of the intended punishment or the intended dismissal. The notice states the punishment that the employer intends to impose, and the reasons for imposing the punishment or dismissal. This notice is given to the employee in writing at the workplace or service building where the employee performs his work. If the employee is not present, the notice will be delivered to him at home and he will be asked to sign for receipt. If the employee refuses, the notice will be delivered to his home address by recorded delivery.

The employee will be given the opportunity to inspect reports or other papers that are relevant to the intended punishment.

After receiving this notification, the employee has seven days to give account of the conduct he is charged with as a response to the notice. He may be assisted by a third person. For example, he may be assisted by a confidential adviser or a lawyer. The employee can give this account in writing or choose to do it orally. If he chooses to give an oral account, a record will be drawn up. The record is signed on behalf of the employer by the person to whom account was given and by the employee himself. If the employee refuses to sign the record, this will be reported in the record.

After the employer has taken notice of /OR observed the employee's response to the notice or after seven days have passed without a response from the employee, the employer may proceed with the imposition of the punishment or dismissal. This is done in writing and is explained with reasons. The decision is immediately made available to the employee.

The punishment or dismissal is not executed until the decision has become irrevocable unless an immediate enforcement is considered necessary by the employer in the interests of service. The following section deals with the possibilities for the employee to litigate against disciplinary punishment or dismissal.

See also sections 80 to 83 of the BES Legal Status (Civil Servants) Decree.

10.3 Appeal options for the employee

10.3.1 Publicly-run education

An employee employed in publicly-run education has the opportunity to lodge an objection with the Civil Service Tribunal. That objection must be submitted in writing within two weeks after receiving the notice. He may lodge an objection after having given the account described in the previous paragraph about his conduct, but he may also choose not to respond substantively to his employer's notice and submit an objection directly to the tribunal instead. In all cases, the objection must be submitted to the tribunal within two weeks after receiving the notice. If the objection is not lodged on time, the right to lodge objection or appeal at the Civil Service Tribunal lapses.

The notice of objection must clearly state which decision is challenged and what the reasons for challenging the decision are. The notice of objection is signed by the employee or on his behalf by an authorised representative. The Civil Service Tribunal will inform the employer within three days of receipt of the notice of objection.

See also the Civil Servants Case Law Act 1951 BES, in particular section 95.

10.3.2 Privately-run education

The BES Administrative Justice Act and the Civil Servants Justice 1951 BES do not apply to staff employed by privately-run education schools (see appendix 12.8). This means that dispute resolution can be carried out in civil proceedings. The BES Code of Civil Procedure contains the procedural rules. An employee who disagrees with a decision taken by the school board may apply to the Sub-District Court under this code.

In accordance with the provisions of the education laws, the civil court will apply public service law accordingly, unless the nature of the case opposes this.

EMPLOYMENT CONDITIONS CONSULTATION AND PARTICIPATION

11. Employment Conditions consultation and participation

11.1 Central employment conditions consultation public sector staff (consultative committee)

Based on the BES education laws the island authority has the responsibility of adopting regulations by island decree for the salaries and bonuses of teaching staff. This occurs after discussion at a meeting focussed on consensus (OOGO). RCN/OCW has a supporting role in the content preparation of the meeting in the OOGO. There is also consultation on other decentralised matters for teaching staff in the OOGO. The result of the meeting, agreements on salaries and bonuses is recorded in an employment conditions agreement (per island). This is then, as indicated here above, formalised by island decree into a regulation.

With regard to the terms and conditions of de public servants employed for the Dutch State in the Caribbean Netherlands, the Director of the Rijksdienst Caribisch Nederland (RCN) will consult with the trade unions for government personnel on behalf of the Minister of the Interior and Kingdom Relations in the consultative committee Caribbean Netherlands. This is regulated in the BES Consultation Decree. The implementation or amendment of employment conditions is only possible if agreement is reached in the consultative committee.

The trade unions participating in the consultative committee Caribbean Netherlands are:

- STRAF/ACOM/ACP⁹
- ABVO (General Federation for Public Employees)
- NAPB (Netherlands Antillean Police Union)
- WICSU (Windward Islands Civil Servants Union)

The agreements made in the Caribbean Netherlands employment conditions agreement relate to the civil servants appointed to the Rijksdienst Caribisch Nederland. The agreements are laid down (formalised) in the 'BES Civil Servants Salary Regulation'. Agreements made in the Consultative Committee are binding on the teaching staff if they are approved during the OOGO. Examples of matters agreed centrally are wage increases, pension contributions,

holiday allowance, pre-maternity and maternity leave and anniversary bonuses.

There is no trade union in the Caribbean Netherlands yet. Employers and trade unions can agree on arrangements about this together.

In the second Caribbean Netherlands education agenda, signed in November 2016, a survey into improvement in the consultation system on the employment conditions for teaching staff was announced.

One education union is active in Caribbean Netherlands at this time in the discussion on the employment conditions: SIMABO (Bonaire). This union is affiliated with the OOGO.

The funding of the schools is increased in order to be able to pay the employment conditions agreement. This takes place according to fixed rules that were included in the so-called funding decrees. Every school receives a decision from DUO with the new amount of the funding.

In the annual reports the school indicates how it implemented the employment conditions agreement. For instance, by indicating the amount and the number of teachers in salary scale LA to whom the 3% salary increase is related. And the number of teachers who switched from LA to LB and the relevant amount.

11.2 Participation

As from August 1, 2014, the participation rules in the BES education laws entered into force. These are sections 18 and 19 of the WPO BES, sections 57 and 58 of the WVO BES and section 5.1 of the WEB BES. These provisions concern the introduction of a limited form of participation. The competent authority is obliged to consult the Participation Council (hereinafter: PC) at least twice a year on the general course of action within the school. The PC has no legal advisory right or right of consent.

The competent authority and the PC may make agreements on the manner in which the participation in the school is fulfilled at a school level. Schools can choose the manner of participation appropriate to the school's needs and opportunities in consultation with their PC.

7 Section 37(3) of the WPO BES, section 90(3) of the WVO BES and section 4.1.4 (3) of the WEB BES.

8 The education department of the Rijksdienst Caribisch Nederland.

9 The ACOM (Union of Defence Staff) cooperates closely with the trade union

STRAF on Curacao and the Dutch Police Union ACP under the name STRAF/ACOM/ACP in the Consultative Committee for the Caribbean Netherlands.

10 "Education agenda Caribbean Netherlands 2017 – 2020 – Working together towards the next step", signed on St. Eustatius on 28 November 2016. Can be viewed on the website of the Lower House under number: TK 2016–2017, 34 550 VIII, no. 108.

Apart from the statutory regulation of the participation, the schools can individually or collectively decide that the participation or the staff delegation of it obtains more authorities. This is possible in the employment conditions agreement, like in 2018 with the work pressure resources. A school can also agree in consultation with the participation council that the council will have more authorities. These arrangements can be established in the participation regulations. Examples of participation rules are available on the website van de Rijksdienst CN, afdeling OCW adress: <https://www.rijksdienstcn.com/onderwijs-cultuur-wetenschap/onderwijspersoneel/medezeggenschap>.

11.3 Redundancy plan

There are no rules that compel schools to prepare a redundancy plan in case of an organisational change. However, if there are consequences for the staff then this should be discussed with the trade unions - or in the absence thereof - with the staff delegation of the participation council. This then results in a redundancy plan. The trade union may try to enforce a redundancy plan if the employer does not want to prepare a redundancy plan. The following subjects can be addressed in a redundancy plan:

- Training to make employees suitable for a different position within the organisation;
- Potentially an extension of the notice period in order to give employees the opportunity to find a new position;
- Counselling in finding a new position;
- The payment of an amount;
- Substitution; an employee who is not subject to redundancy surrenders his place to an employee who is redundant. For instance because the pensionable age has almost been attained and the employer pays an amount.

The employer and trade union(s) / staff delegation of the participation council jointly determine what is included in the redundancy plan.

APPENDICES

12.1 Overview of employment condition regulations.

For teaching staff in the Caribbean Netherlands the following regulations apply mutatis mutandis.

12.1.1 Laws

WPO BES, WVO BES, WEB BES

In these education laws (WPO BES section 37, WVO BES section 90, WEB BES section 4.1.4) the following is determined: "The Central and Local Government Personnel Act BES and the regulations based on it are applicable mutatis mutandis to the staff of a privately-run education school". Mutatis mutandis application means that the act applies to the staff in privately-run education unless that is not conceivable from the nature of the case (for example if the Civil Law gives better entitlements). Another example of this is being sworn in, which applies only to civil servants.

Central and Local Government Personnel Act BES

This Act, previously referred to as the Material Civil Servants Justice Act BES, applies to staff of publicly-run schools and, correspondingly, to staff of privately-run schools.

Civil Servants Pensions Act BES

This Act applies to staff of publicly-run schools (section 4b) and to staff of privately-run schools (section 4e).

Civil Servants Justice Act 1951 BES

This Act applies to staff of publicly-run schools (section 1, subsection 2) but not to staff of privately-run schools (section 1(3)(b)).

12.1.2 Orders in council (AMvBs)

Applicable to staff of publicly-run schools and corresponding application to staff of privately-run schools:

- BES Legal Status (Civil Servants) Decree,
- BES Holiday and Exemption from Service for Civil Servants Decree,
- BES Public Service Redundancy,
- BES Lump sum decree civil servants,
- BES Teaching staff standard of competence decree,
- BES Certificate of competence for teachers decree,
- BES Secondary Education (Organisation of Teaching) Decree,
- BES Hoilday and free of duty decree,
- BES travel rules,
- BES travel, residence - en moving expences decree,
- BES children, bread winner and secondment -decree,
- BES consultation decree.

12.1.3 Regulations

- BES regulation Dia di Himno y Bandera, Statia Day and Saba Day for civil servants,
- BES regulation establishing school holidays.

12.2 Salary tables

In 2012 and 2013 salaries in Caribbean Netherlands were harmonised. The harmonisation of 2012 meant that from January 1 of that year teachers on the three islands were paid according to the same salary scales. These scales consisted of 14 salary steps and were indicated by letters.

As from July 1, 2013, for every scale, a build-up in 15 salary amounts applies. For teachers, the scale designation LA to LD continues to apply. In order to carry out the transitional right as indicated in section 2.8, scale LB has been extended with a scale amount up to 16 salary amounts. The maximum of scale LB is thus the amount listed after number 15. The amount listed after number 16 applies only to the teacher eligible for this transitional right. The teacher who already was employed in scale LB before August 15 2014, is entitled to the wage mentioned after LB16, as soon as he reaches LB15. A teacher who was employed for the first time after August 14, 2014, can never be paid more in scale LB than the amount mentioned after number 15.

The exact incorporation and adaptation per harmonisation is described in various documents, available from the employer.

¹¹ Agreements from the employment conditions agreement teaching staff of March 28, 2012 and the employment conditions agreement of December 17 and 18, 2013. See also section 2.5 of this manual.

For the board and the teaching support staff the salaries were harmonised from July 1, 2013.

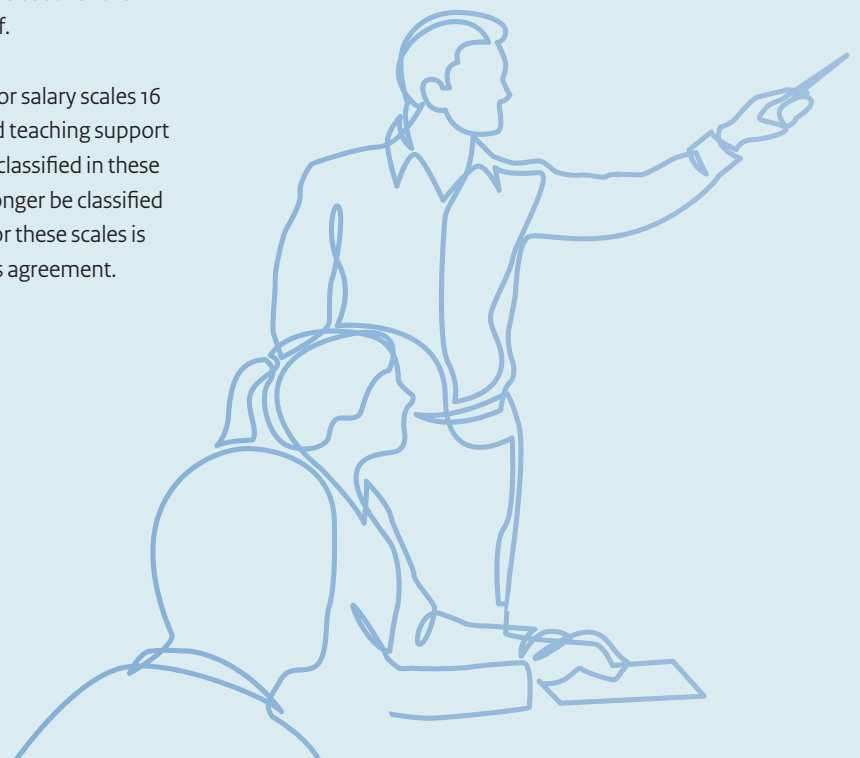
The distribution of staff over the scales or the number of positions that a school must have was not established. This implies that it was not established how many LA, LB or LC teachers a school must have. Guiding principle is that a school must comply with the qualification requirements. The teacher in front of a class must be qualified to teach that class. But it may be that an LD teacher does not perform any or only a few activities at the scale D level and the remaining activities at the A level. Vice versa is more difficult because the qualification requirements will quickly have an impeding effect. It is up to the school to determine the composition of the workforce within the qualification requirements.

The comments in respect of the qualification requirements are obviously also applicable to the competency requirements. And the comments in respect of position and position classification also apply to the board and teaching support staff.

The employer decides on the composition of the workforce because the employer is responsible for the quality of the education. Consultation with the staff delegation of the participation council may promote the effectiveness of the composition of the workforce.

It is, however, required that job features are used for the board, teaching and teaching support staff.

Standard positions were not established for salary scales 16 and 17 of the salary table for the board and teaching support staff. These scales expire when nobody is classified in these scales anymore. New employees can no longer be classified in them, unless a new standard position for these scales is established in the employment conditions agreement.



12.2.1 Salary scales salary level January 1, 2018 (gross amounts in USD)

Secondary education and senior secondary vocational education, teacher scales, including 2% salary increase

Scale LB		Scale LC		Scale LD	
no	amount	no	amount	no	amount
1	2821	1	3261	1	3766
2	2885	2	3331	2	3841
3	2950	3	3402	3	3915
4	3017	4	3471	4	3989
5	3081	5	3541	5	4065
6	3146	6	3611	6	4139
7	3211	7	3682	7	4213
8	3277	8	3750	8	4288
9	3342	9	3821	9	4361
10	3408	10	3891	10	4435
11	3474	11	3961	11	4510
12	3539	12	4032	12	4584
13	3603	13	4101	13	4660
14	3668	14	4170	14	4733
15	3734	15	4241	15	4808
16	3841				

Primary education, teacher scales, including 2% + 3% salary increase for scale LA and 2% salary increase for scales LB and LC

Scale LA		Scale LB		Scale LC	
No.	Amount	No.	Amount	No.	Amount
1	2524	1	2821	1	3261
2	2589	2	2885	2	3331
3	2654	3	2950	3	3402
4	2719	4	3017	4	3471
5	2784	5	3081	5	3541
6	2850	6	3146	6	3611
7	2913	7	3211	7	3682
8	2978	8	3277	8	3750
9	3042	9	3342	9	3821
10	3108	10	3408	10	3891
11	3171	11	3474	11	3961
12	3237	12	3539	12	4032
13	3303	13	3603	13	4101
14	3367	14	3668	14	4170
15	3432	15	3734	15	4241
		16*	3841		

* Only a teacher who was classified as LB before August 15, 2014, can reach LB16.

Transitional allowance including 2% per 1-1-2018

1-1-2012	1-1-2015	1-1-2016	1-1-2018
207	208	214	218

All types of education, other positions, including 2% salary increase

On account of the fact that the statutory minimum wage is adjusted periodically, the level of the statutory minimum wage must be taken into account when applying (in particular the lowest) scales. The salary, including the location allowance / windward allowance, equalisation allowance and Saba / Statia allowance, cannot be below the statutory minimum wage.

Scale 1		Scale 2		Scale 3		Scale 4		Scale 5		Scale 6	
No.	Amount	No.	Amount	No.	Amount	No.	Amount	No.	Amount	No.	Amount
1	909	1	998	1	1122	1	1265	1	1433	1	1634
2	928	2	1019	2	1151	2	1303	2	1476	2	1683
3	943	3	1040	3	1180	3	1340	3	1521	3	1734
4	960	4	1062	4	1209	4	1376	4	1564	4	1783
5	977	5	1083	5	1239	5	1413	5	1608	5	1834
6	994	6	1105	6	1267	6	1450	6	1652	6	1884
7	1010	7	1127	7	1298	7	1487	7	1697	7	1936
8	1028	8	1147	8	1326	8	1524	8	1740	8	1985
9	1044	9	1168	9	1356	9	1561	9	1783	9	2036
10	1062	10	1189	10	1386	10	1597	10	1827	10	2085
11	1079	11	1210	11	1414	11	1635	11	1870	11	2136
12	1096	12	1232	12	1444	12	1670	12	1915	12	2187
13	1111	13	1252	13	1473	13	1708	13	1959	13	2237
14	1130	14	1274	14	1502	14	1745	14	2003	14	2287
15	1146	15	1293	15	1534	15	1781	15	2046	15	2338
GRT 16	1193¹²	GRT 16	1337	GRT 16	1584	GRT 16	1834	GRT 16	2109	GRT 16	2414
		GRT 17	1380								
		GRT 18	1423								

¹² The remuneration steps GRT 16, GRT 17 and GRT 18 only apply to staff whose wages until 1 July 2013 was set on a remuneration step provided with the indication "G.T.", and for the personnel who had a view of such remuneration step until 1 July 2013.

All types of education, other positions, including 2% salary increase

Scale 7		Scale 8		Scale 9		Scale 10		Scale 11		Scale 12	
No.	Amount	No.	Amount	No.	Amount	No.	Amount	No.	Amount	No.	Amount
1	1864	1	2136	1	2452	1	2821	1	3261	1	3766
2	1919	2	2196	2	2515	2	2885	2	3331	2	3841
3	1974	3	2256	3	2578	3	2950	3	3402	3	3915
4	2029	4	2315	4	2641	4	3017	4	3471	4	3989
5	2084	5	2375	5	2705	5	3081	5	3541	5	4065
6	2141	6	2435	6	2769	6	3146	6	3611	6	4139
7	2196	7	2494	7	2830	7	3211	7	3682	7	4213
8	2252	8	2554	8	2893	8	3277	8	3750	8	4288
9	2306	9	2614	9	2955	9	3342	9	3821	9	4361
10	2363	10	2674	10	3020	10	3408	10	3891	10	4435
11	2417	11	2732	11	3081	11	3474	11	3961	11	4510
12	2472	12	2793	12	3144	12	3539	12	4032	12	4584
13	2528	13	2852	13	3208	13	3603	13	4101	13	4660
14	2583	14	2913	14	3271	14	3668	14	4170	14	4733
15	2638	15	2972	15	3334	15	3734	15	4241	15	4808
GRT 16	2709	GRT 16	3063								
GRT 17	2780										

All types of education, other positions, including 2% salary increase

Scale 13		Scale 14		Scale 15		Scale 16		Scale 17	
No.	Amount	No.	Amount	No.	Amount	No.	Amount	No.	Amount
1	4346	1	5005	1	5755	1	6406	1	7015
2	4423	2	5089	2	5845	2	6503	2	7120
3	4503	3	5173	3	5936	3	6601	3	7227
4	4580	4	5257	4	6027	4	6699	4	7334
5	4661	5	5341	5	6116	5	6799	5	7442
6	4738	6	5425	6	6207	6	6896	6	7550
7	4817	7	5511	7	6297	7	6995	7	7659
8	4896	8	5593	8	6389	8	7093	8	7766
9	4975	9	5678	9	6477	9	7191	9	7874
10	5054	10	5761	10	6569	10	7289	10	7982
11	5132	11	5845	11	6659	11	7386	11	8090
12	5211	12	5930	12	6749	12	7486	12	8198
13	5291	13	6013	13	6841	13	7584	13	8307
14	5369	14	6097	14	6929	14	7683	14	8414
15	5447	15	6182	15	7021	15	7781	15	8523

12.2.2 Salary scales salary level January 1, 2019 (gross amounts in USD)

Secondary education and senior secondary vocational education, teacher scales, including 5.15% salary increase. (1,75% + 3,4%)

Scale LB		Scale LC		Scale LD	
No.	Amount	No.	Amount	No.	Amount
1	2967	1	3429	1	3960
2	3034	2	3503	2	4039
3	3102	3	3578	3	4117
4	3173	4	3650	4	4195
5	3240	5	3724	5	4275
6	3309	6	3797	6	4353
7	3377	7	3872	7	4430
8	3446	8	3944	8	4509
9	3515	9	4018	9	4586
10	3584	10	4092	10	4664
11	3653	11	4165	11	4743
12	3722	12	4240	12	4821
13	3789	13	4313	13	4900
14	3857	14	4385	14	4977
15	3927	15	4460	15	5056
16	4039				

Primary education, teacher scales, including 5.15% salary increase (1,75% + 3,4%)

Scale LA		Scale LB		Scale LC	
No.	Amount	No.	Amount	No.	Amount
1	2654	1	2967	1	3429
2	2723	2	3034	2	3503
3	2791	3	3102	3	3578
4	2860	4	3173	4	3650
5	2928	5	3240	5	3724
6	2997	6	3309	6	3797
7	3064	7	3377	7	3872
8	3132	8	3446	8	3944
9	3199	9	3515	9	4018
10	3269	10	3584	10	4092
11	3335	11	3653	11	4165
12	3404	12	3722	12	4240
13	3474	13	3789	13	4313
14	3541	14	3857	14	4385
15	3609	15	3927	15	4460
		16*	4039		

* Only a teacher who was classified as LB before august 15 2014, can get LB16.

Transitional allowance including 5,15% per 1-1-2019

1-1-2012	1-1-2015	1-1-2016	1-1-2018	1-1-2019
207	208	214	218	230

All types of education, other positions, including 5.15% salary increase (1,75% + 3,4%)

On account of the fact that the statutory minimum wage is adjusted periodically, the level of the statutory minimum wage must be taken into account when applying (in particular the lowest) scales. The salary, including the location allowance / windward allowance, equalisation allowance and Saba / Statia allowance, cannot be below the statutory minimum wage.

Scale 1		Scale 2		Scale 3		Scale 4		Scale 5		Scale 6	
No.	Amount	No.	Amount	No.	Amount	No.	Amount	No.	Amount	No.	Amount
1	956	1	1050	1	1180	1	1331	1	1507	1	1719
2	976	2	1072	2	1211	2	1371	2	1553	2	1770
3	992	3	1094	3	1241	3	1410	3	1600	3	1824
4	1010	4	1117	4	1272	4	1447	4	1645	4	1875
5	1028	5	1139	5	1303	5	1486	5	1691	5	1929
6	1046	6	1162	6	1333	6	1525	6	1738	6	1982
7	1063	7	1186	7	1365	7	1564	7	1785	7	2036
8	1081	8	1207	8	1395	8	1603	8	1830	8	2088
9	1098	9	1229	9	1426	9	1642	9	1875	9	2141
10	1117	10	1251	10	1458	10	1680	10	1922	10	2193
11	1135	11	1273	11	1487	11	1720	11	1967	11	2247
12	1153	12	1296	12	1519	12	1757	12	2014	12	2300
13	1169	13	1317	13	1549	13	1796	13	2060	13	2353
14	1189	14	1340	14	1580	14	1835	14	2107	14	2405
15	1206	15	1360	15	1614	15	1873	15	2152	15	2459
GRT 16	1255¹³	GRT 16	1406	GRT 16	1666	GRT 16	1929	GRT 16	2218	GRT 16	2539
		GRT 17	1452								
		GRT 18	1497								

¹³ The guaranteed steps GRT 16, GRT 17 and GRT 18 are only applicable to the staff whose remuneration was up to July 1, 2013 set at a remuneration step that was provided with the indication "G.T." and to the staff that up to July 1, 2013 had the perspective of this kind of remuneration step.

Scale 7		Scale 8		Scale 9		Scale 10		Scale 11		Scale 12	
No.	Amount	No.	Amount	No.	Amount	No.	Amount	No.	Amount	No.	Amount
1	1960	1	2247	1	2579	1	2967	1	3429	1	3960
2	2018	2	2310	2	2645	2	3034	2	3503	2	4039
3	2076	3	2373	3	2711	3	3102	3	3578	3	4117
4	2134	4	2435	4	2778	4	3173	4	3650	4	4195
5	2192	5	2498	5	2845	5	3240	5	3724	5	4275
6	2252	6	2561	6	2912	6	3309	6	3797	6	4353
7	2310	7	2623	7	2976	7	3377	7	3872	7	4430
8	2368	8	2686	8	3042	8	3446	8	3944	8	4509
9	2425	9	2749	9	3108	9	3515	9	4018	9	4586
10	2485	10	2812	10	3176	10	3584	10	4092	10	4664
11	2542	11	2873	11	3240	11	3653	11	4165	11	4743
12	2600	12	2937	12	3306	12	3722	12	4240	12	4821
13	2659	13	2999	13	3374	13	3789	13	4313	13	4900
14	2717	14	3064	14	3440	14	3857	14	4385	14	4977
15	2774	15	3126	15	3506	15	3927	15	4460	15	5056
GRT 16	2849	GRT 16	3221								
GRT 17	2924										

All types of education, other positions, including 5.15% salary increase (1.75% + 3.4%)

Scale 13		Scale 14		Scale 15		Scale 16		Scale 17	
No.	Amount	No.	Amount	No.	Amount	No.	Amount	No.	Amount
1	4570	1	5263	1	6052	1	6736	1	7377
2	4651	2	5352	2	6147	2	6838	2	7487
3	4735	3	5440	3	6242	3	6941	3	7600
4	4816	4	5528	4	6338	4	7044	4	7712
5	4902	5	5617	5	6431	5	7150	5	7826
6	4983	6	5705	6	6527	6	7252	6	7939
7	5066	7	5795	7	6622	7	7356	7	8054
8	5149	8	5882	8	6719	8	7459	8	8166
9	5232	9	5971	9	6811	9	7562	9	8280
10	5315	10	6058	10	6908	10	7665	10	8394
11	5397	11	6147	11	7002	11	7767	11	8507
12	5480	12	6236	12	7097	12	7872	12	8621
13	5564	13	6323	13	7194	13	7975	13	8735
14	5646	14	6411	14	7286	14	8079	14	8848
15	5728	15	6501	15	7383	15	8182	15	8962

APPENDICES

12.3 Standard positions management

Standard positions, task description, and maximum scales.

12.3.1 Primary education

The management board under the responsibility of the competent authority is responsible for:

- Giving direction to the institution;
- Taking care of the preparation and implementation of the educational, school organisational and internal policy in the institution;
- Co-preparation and execution of the staff policy at the institution;
- Co-preparation and executing of the institution's financial policy;
- Maintaining internal and external contacts with regard to the aforesaid tasks;
- Teaching and performing the directly related activities as defined in the task description included in this appendix for the standard position of primary education teacher, insofar as the person concerned is not completely exempted from teaching;
- All other things that pertain to a normal management task.

The **director** is responsible for all the duties assigned to the management. Depending on the number of students in the institution, one of the following job grades applies to the director.

Number of students	Maximum grade
up to 175	11
from 175 to 350	12
from 350	13

The **deputy director** is initially charged with the work ensuing from his teaching position. He also performs the duties of the management under the ultimate responsibility of the director; he replaces the director in his absence. Depending on the number of students in the institution, one of the following job grades applies to the deputy director.

Number of students	Maximum grade
up to 350	10
from 350	11

12.3.2 Secondary education (including senior secondary vocational education)

The **management board** under the responsibility of the competent authority is responsible for:

- Giving direction to the institution;
- Taking care of the preparation and implementation of the educational and school organisational policy in the institution;
- Co-preparation and execution of the staff policy at the institution;
- Co-preparation and execution of the institution's financial policy;
- Maintaining internal and external contacts with regard to the aforesaid tasks;
- Teaching and performing the directly related activities as defined in the task description included in this appendix for the standard position of secondary education teacher, insofar as the person concerned is not completely exempted from teaching;
- All other things that pertain to a normal management task.

The **director** or **principal** is responsible for all the duties assigned to the management. Depending on the number of students in the institution, one of the following job grades applies to the director or principal.

Number of students	Maximum grade
up to 200	13
from 200 to 1000	14
from 1000	15

The **deputy director** or **deputy principal** is initially charged with the work ensuing from his teacher's function. He also carries out the duties of the management under the ultimate responsibility of the director or principal; he replaces the director or principal in his absence. Depending on the number of students in the institution, one of the following job grades applies to the deputy director or deputy principal.

APPENDICES

Number of students	Maximum grade
up to 500	12
from 500 to 1000	13
from 1000	14

12.4 Standard positions of teachers Standard positions, task descriptions, and maximum scales for teachers.

12.4.1 Primary education

The **teaching** positions in primary education are those of **teacher LA** and **teacher LB**.

The position of teacher includes:

- Teaching, as well as the directly ensuing activities, which also includes specific supervision as envisaged in the special needs plan;
- General activities, which reasonably ensue from teaching at the school, such as:
- Participating in team meetings;
- Maintaining contacts with colleagues from the school, parents, expertise centre educational care, etc.
- Taking part in refresher training and further training courses;
- Training and supervising future teachers;
- Performing other activities for the good course of affairs at the school.

The **teacher LA** is responsible for all the work pertaining to the duties of the teacher.

The **teacher LB** is responsible for all the work pertaining to the duties of the teacher. The role of teacher LB differs from that of the teacher LA because there is:

- A high level of professional and intellectual ability (higher professional education+), due to an extra specialisation in, for example, the components arithmetic, language, care or learning disabilities;
- Acting as a content-based sounding board on his own expertise;
- Providing an intergroup contribution to the school's education development;
- Identifying and analysing needs for education renewal and contributing to the development of new education programmes on that basis.

For the **teacher in primary education, scale LC**, there is (yet) no standard position described. The school has the possibility to use this Scale LC for more complex work. Therefore, the school itself must make a job description from which the complexity of the LC position is clear. In addition to the tasks in scale LB, the teacher performs heavier tasks in scale LC, for example, as a specialist for multiple schools or in the regional context, in the areas of education development, research and / or professionalisation. A task can for example be developing complex and multi-year policy, in collaboration with higher education (institutes).

12.4.2 Secondary education (including senior secondary vocational education)

The teaching positions in secondary education and in senior secondary vocational education are those of **teacher LB**, **teacher LC** and **teacher LD**.

The position of teacher includes teaching classes and performing general activities that reasonably ensue from the education at the school, such as:

- Participating in team meetings;
- Maintaining contacts with colleagues from the school and with parents;
- Taking part in refresher training and further training courses;
- Training and supervision of future teachers;
- Performing external tasks;
- Conducting other activities in the context of contract activities that correspond to the teaching position by nature and level;
- Performing other activities for the proper course of affairs at the school.

The **teacher LB** is responsible for all the work pertaining to the duties of the teacher.

The **teacher LC** is responsible for all the work pertaining to the duties of the teacher. The position of teacher LC differs from that of teacher LB because of:

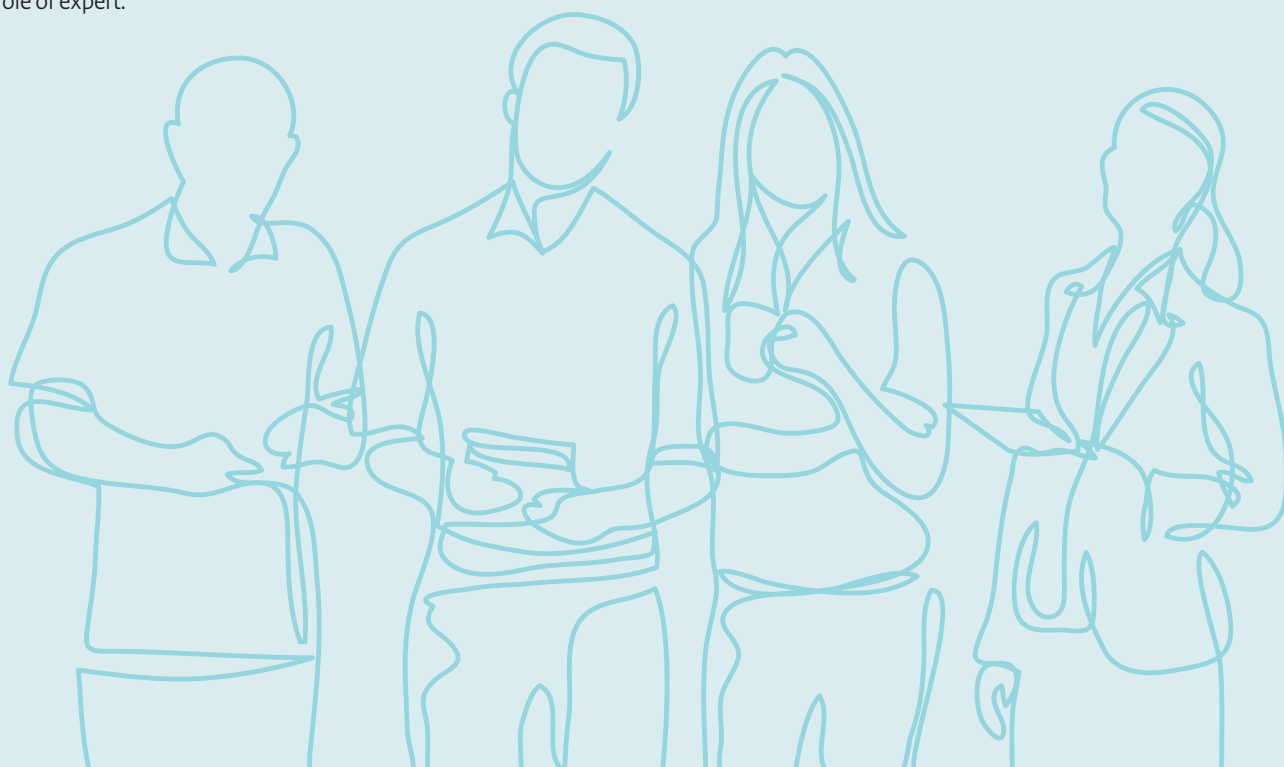
- Additional expertise in the pedagogic and/or didactic field, for example with regard to complex learning and/or behavioural problems in pupils;
- Providing a contribution to the professionalism of teachers by transferring knowledge and experience in the pedagogic and/or didactic field; and/or by providing

a greater contribution to educational development at the school, because of:

- Identifying and analysing needs to renew education;
- Arranging for (in a team) designing, developing and improving parts of the curriculum, teaching materials, learning materials and tests;
- Providing a contribution to the professionalism of teachers regarding the development and renewal of education.

The **teacher LD** is responsible for all the work pertaining to the duties of the teacher. The role of teacher LD differs from that of the teacher LC because of the greater responsibility for the development and renewal of education at the school, expressed by:

- Making relevant subject and pedagogical-didactic developments insightful and converting them into education in the school, from the role of expert.
- Reviewing the outcomes of education research on the potential relevance for education at the school;
- Where appropriate, conducting applied educational research;
- Making proposals for the development and renewal of education;
- Supervising or leading project and working groups in the field of development and renewal of education;
- Contributing to the professionalism of teachers in the field of development and renewal of education from the role of expert.



12.5 Standard positions of teaching support staff

Standard positions, task descriptions and maximum scales teaching support staff.

12.5.1 Primary education

Standard position	Task description	Maximum Scale
Cleaner	<ul style="list-style-type: none"> Ensuring the cleaning (and keeping clean) of the school building (hallways, stairs, halls, toilets, classrooms, auditoriums, rooms, windows, etc.) Keeping stocks of cleaning supplies, etc. 	1
Maintenance employee	<p>Performing minor maintenance work and repairs to school buildings, inventory and equipment such as:</p> <ul style="list-style-type: none"> Maintenance and repair of furniture, hinges and locks of doors, window frames, sanitary facilities, electrical installations, heating, tools, machines; Painting windows, doors and frames, etc.; Performing minor renovations, placing and replacing partition walls, laying electrical cables, etc. 	3
Administrative assistant	<p>Performing:</p> <ul style="list-style-type: none"> Typing activities and other administrative activities; Financial administrative work; Activities for student administration; Secretarial work; Simple financial/numerical administrative tasks. 	4
Teaching assistant	<ul style="list-style-type: none"> Supporting the teacher in the structure on his instructions by performing simple routine educational content tasks. Assisting students in acquiring skills. Providing a practical organisational contribution to class management. Performing other activities related to the positions. 	4

12.5.2 Secondary education (including senior secondary vocational education)

Standard position	Task description	Maximum Scale
Cleaner	<ul style="list-style-type: none"> • Ensuring the cleaning (and keeping clean) of the school building (hallways, stairs, halls, toilets, classrooms, auditoriums, rooms, windows, etc.). • Keeping stocks of cleaning supplies, etc. 	1
Security employee	<p>Ensuring the safety of students, employees and the school, and performing the following tasks in this regard:</p> <ul style="list-style-type: none"> • Guarding access to the school; • Surveillance of buildings and school premises; • Removing unwanted persons; • Monitoring compliance with codes of conduct and safety regulations; • Conducting an investigation into theft or loss of goods at the school; • Acting in the event of aggressive behaviour of students and visitors; • Providing assistance in case of contingencies. 	4
Concierge	<ul style="list-style-type: none"> • Monitoring the use and management and security inside and outside the building. • Ensuring and monitoring repair of faults and malfunctions in installations, equipment and buildings. • If necessary, carrying out minor maintenance and repair work. • Providing support services in the field of facilities. • Acting in the event of conflicting behaviour of students. 	4


12.5.2 Secondary education (including senior secondary vocational education)

Standard position	Task description	Maximum Scale
Administrative assistant	Performing administrative support tasks such as: <ul style="list-style-type: none"> • Arranging for correspondence; • Organising and monitoring agendas; • The administrative/organisational preparation of assemblies and meetings and the preparation of minutes and reports; • Collecting and processing information for management and the annual report; • Entering data into administrative systems (e.g. student administration and staff information system); • Providing general information. 	5
Teaching assistant vocationally subjects	<ul style="list-style-type: none"> • The preparation of the necessary equipment for demonstration tests and practical use. • Teaching students about the use of machines and tools. • Giving technical instructions to students during the lesson and when performing assignments. • Maintenance, repair and manufacture of (auxiliary) equipment. • Regularly checking machines and equipment, etc. 	5

12.6 Performance review form

Appendix to section 4, subsection 1, of the BES Appraisals Regulation

This form is an example. Schools can use or continue using their own form.


Rijksoverheid
Rijksdienst Caribisch Nederland

Verslag personeelsgesprek

Gegevens medewerker

Naam :
 Dienst :
 Functienaam :
 Leidinggevende :

Gegevens gesprek

Doel gesprek plangesprek reflectiegesprek evaluatiegesprek
 Datum

Afspraken

Werkresultaten

Afspraak 1 :
 Startdatum :
 Einddatum :
 Reflectiegesprek :
 Evaluatiegesprek :

Afspraak 2 :
 Startdatum :
 Einddatum :
 Reflectiegesprek :
 Evaluatiegesprek :

Afspraak 3 :
 Startdatum :
 Einddatum :
 Reflectiegesprek :
 Evaluatiegesprek :

Ontwikkeling competenties, kennis en vaardigheden

Afspraak 1 :

Performance review form

Einddatum :
Reflectiegesprek :
Evaluatiegesprek :

Afspraak 2 :
Startdatum :
Einddatum :
Reflectiegesprek :
Evaluatiegesprek :

Afspraak 3 :
Startdatum :
Einddatum :
Reflectiegesprek :
Evaluatiegesprek :

Loopbaan en mobiliteit

Plangesprek :
Reflectiegesprek :
Evaluatiegesprek :

Werkomstandigheden

Plangesprek :
Reflectiegesprek :
Evaluatiegesprek :

Integriteit en nevenwerkzaamheden

Plangesprek :
Reflectiegesprek :
Evaluatiegesprek :

Overig

Plangesprek :
Reflectiegesprek :
Evaluatiegesprek :

Performance review form

Conclusie (eenzijdige conclusie door de leidinggevende wordt alleen ingevuld bij het evaluatiegesprek)

- +/- Prestaties zijn ruim boven de afspraken/verwachtingen
- + Prestaties zijn overeenkomstig afspraken/verwachtingen
- +/- Prestaties komen (nog) niet volledig overeen met afspraken/verwachtingen waardoor op onderdelen verbeteringen nodig zijn
- Prestaties blijven duidelijk achter bij afspraken/verwachtingen. Verbetertraject is noodzakelijk.

Toelichting leidinggevende :

Reactie medewerker :

Ondertekenen

Naam medewerker:

Naam leidinggevende:

Datum:

Handtekening

Datum:

Handtekening

Datum:

Handtekening

Datum:

Handtekening

Datum:

Handtekening


Datum:

Handtekening

12.7 Assessment interview form

Appendix, referred to in section 5, subsection 1 BES Civil servants appraisals regulation

This form is an example. Schools can use or continue using their own form, which is geared more to their own staff.

BEOORDELINGSFORMULIER																																																							
		Rijksdienst Caribisch Nederland																																																					
Datum beoordelingsgesprek: Beoordeling over tijdvak		Van:	Datum laatste beoordeling: Tot:																																																				
Naam: _____		Dienst: _____																																																					
Achternaam: _____		Afdeling: _____																																																					
Identiteit nr: _____		Functienaam: _____																																																					
		Huidige schaal: _____ sinds: _____																																																					
		Eindschaal: _____																																																					
<table border="1"> <tr> <td colspan="4">BEOORDELAAR</td> </tr> <tr> <td colspan="4">Naam: _____</td> </tr> <tr> <td colspan="4">Handtekening _____</td> </tr> <tr> <td colspan="4">Datum opmaak beoordeling / /</td> </tr> </table>				BEOORDELAAR				Naam: _____				Handtekening _____				Datum opmaak beoordeling / /																																							
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<p>* Tegen de beoordeling kunt u binnen 5 werkdagen nadat het beoordelingsgesprek heeft plaatsgevonden schriftelijk in bezwaar gaan bij de beoordelingsautoriteit (de directeur van de Rijksdienst Caribisch Nederland)</p>																																																							
1																																																							

Assessment interview form

BEOORDELINGSFORMULIER

Onderdeel 2		GEDRAGSCRITERIA	Score Zie toelichting!
GEDRAGSCRITERIA	BEARGUMENTERING		1 - 5
Werkattitude <i>Servicegerichtheid, het nastreven van doelen van de organisatie, initiatief nemen, samenwerken met collega's, samenwerking met externen, ziekteverzuim</i>			
Communicatie <i>Mondeling communiceren, schriftelijk communiceren, omgang met collega's, omgang met publiek</i>			
Zelfstandigheid <i>Durft beslissingen zelf te nemen, overweegt voor en nadelen van het nemen van zelfstandige beslissingen</i>			
Planning <i>Planning werkzaamheden, taakgericht, kwaliteit van het werk, kwantiteit van het werk, inspelen op veranderde omstandigheden, tijdsbesteding</i>			
Kennis <i>Theoretische kennis, praktische kennis, begrip en inzicht</i>			
Leidinggeven <i>Voorbeeld functie, openheid voor ideeën van anderen, effectief delegeren, conflict oplossen, behandeling personeelsaangelegenheden, coachen en instrueren, controleren, motiveren, stimuleren, tijdig oplossen van problemen, behandeling personeelsaangelegenheden, realistische prioriteitsstelling, inschatte mankracht en knowhow, orde op zaken weten te stellen, doeltreffende coördinatie, steunen van medewerkers</i>			

Aantal punten onderdeel 1 (functiegezichtspunten)	
Aantal punten onderdeel 2 (gedragscriteria)	
Totaal aantal punten (1 + 2)	

Eindscore		<i>niet leidinggevende</i>	<i>leidinggevende</i>
	A = niet acceptabel:	15 tot 29 punten	16 tot 31 punten
	B = meer begeleiding nodig:	30 tot 44 punten	32 tot 47 punten
	C = voldoende:	45 tot 59 punten	48 tot 63 punten
	D = meer dan voldoende:	60 tot 74 punten	64 tot 79 punten
E = uitmuntend:	75 punten	80 punten	

BEOORDELINGSADVIES	JA	NEE	NVT
SALARISTREDE			
OVERIG			

OPMERKING MEDEWERKER

BEOORDELAAR	BEOORDELINGSAUTORITEIT
Naam: Handtekening	Naam: Handtekening
Datum / /	Datum / /

MEDEWERKER
Naam: Handtekening VOOR GEZIEN EN ONTVANGST
Datum / /

Assessment interview form

BEOORDELINGSFORMULIER

TOELICHTING ONDERDEEL 2: OPBOUW VAN DE SCORES VAN GEDRACHTSCRITERIA		
Gedragscriterium	Score	Betekenis van de score
Attitude	1	- Doet geen moeite om cliënt van dienst te zijn; komt afspraken met cliënten niet na; is helemaal niet taakgericht bezig; regelmatig klachten over onbeschoft gedrag. - Maakt voortdurend ruzie; is oncollegiaal; werkt niet goed samen met collega's; is niet voor redelijke argumenten vatbaar; houdt star vast aan bepaalde werkwijzen en gegroeide gewoonten; heeft een negatieve invloed op de sfeer.
	2	- Toont weinig hulpvaardig jegens cliënt; komt afspraken wel eens niet; kortaf in zijn contacten; werkt soms niet goed samen met collega's. - Past zich niet gemakkelijk aan; optreden tegenover anderen is niet altijd correct; houdt onvoldoende rekening met de belangen van anderen; is af en toe niet taakgericht bezig.
	3	Behandelt de cliënt op correcte en vriendelijke wijze; komt afspraken altijd na; aanvaardt kritiek; houdt rekening met anderen; ziet de samenhang van zijn werk met het grotere geheel; werkt redelijk samen met collega's; is voldoende taakgericht.
	4	Stelt cliënt volledig op zijn gemak; doet waar nodig follow-up; goede feedback over gedrag; sympathiek en collegiaal in zijn optreden; gemakkelijk in de omgang; heeft een goede invloed op de sfeer; werkt goed samen met collega's; wordt door collega's informeel geraadpleegd.
	5	Uitzonderlijke service aan cliënt; weet bedrijf op positieve wijze naar buiten te vertegenwoordigen; werkt heel goed samen met collega's; regelmatig lovende feedback op gedrag.
Communicatie	1	Vertelt niet waar hij mee bezig is; signaleert geen knelpunten; is niet of nauwelijks in staat om zijn gedachten onder woorden te brengen.
	2	Beheerst de taal onvoldoende; laat zich nog wel eens door zijn emoties overheersen; spelling en opbouw van correspondentie moet beter; moet aangespoord worden om te zeggen waar hij mee bezig is.
	3	Taalgebruik en -beheersing geven geen reden tot opmerkingen; de redactie van correspondentie voldoet; geeft uit eigen beweging aan waarmee hij geconfronteerd wordt en geeft zijn mening daarover.
	4	Weet zich goed uit te drukken, genuanceerd, helder en bondig, formuleert goed, open persoon die gemakkelijk communiceert.
	5	Glasheldere betoogtrant, zeer duidelijke en logische opbouw van correspondentie, luistert zeer goed naar anderen, kan in iedere situatie goed communiceren.
Zelfstandigheid	1	Heeft voortdurend aanwijzingen en controle nodig; valt vaak terug op anderen; er is geen lijn of plan in de aanpak te onderkennen; vertoont "vluchtgedrag".
	2	Heeft soms aanwijzingen en controle nodig; is niet altijd even planmatig en doelmatig in zijn aanpak; valt soms terug op anderen.
	3	Vervult zijn werkzaamheden vrijwel zonder aanwijzingen en controle; pakt zijn werk in het algemeen doelmatig aan; vraagt waar nodig om hulp en kan na een enkele aanwijzing weer zijn werkzaamheden hervatten.
	4	Heeft slechts bij hogere uitzondering nadere aanwijzingen nodig en geeft dan zelf aan wat en wanneer hij nadere begeleiding nodig heeft; geeft blij zijn werk goed te plannen; realiseert de gestelde doelen op doelmatige wijze.
	5	Heeft geen enkele aanwijzing nodig om zijn werkzaamheden op een zeer doelmatige wijze binnen de gestelde termijn te realiseren; functioneert volledig autonoom.
Planning	1	Plant slecht; haalt nooit zijn doelstellingen; houdt afspraken niet in de gaten; doet geen moeite zijn plan bij te stellen.
	2	Heeft aanwijzingen nodig om te plannen; heeft hulp en controle nodig bij het plannen; is weinig doelmatig.
	3	Plant vrijwel zonder aanwijzingen; heeft voldoende inzicht in de doelstelling; kan een plan van aanpak redelijk formuleren; vraagt indien nodig naar suggesties om verder te gaan.
	4	Heeft vrijwel geen aanwijzing nodig om te plannen en geeft zelf aan waar hij hulp nodig heeft; kan zijn werk goed plannen en realiseert altijd de gestelde doelen.
	5	Heeft helemaal geen aanwijzing nodig om zijn werkzaamheden te plannen; behaalt altijd de gestelde doelen voor de afgesproken termijn.
Kenniss	1	Ontbreekt zondermeer aan de elementaire kennis.
	2	Dient zijn kennis te verdiepen; heeft beperkte kennis; houdt de ontwikkelingen in zijn vakgebied niet bij.
	3	Bezit de nodige theoretische en praktische kennis; houdt zich op de hoogte van de ontwikkelingen in zijn vakgebied.
	4	Bezit een goede kennis; is zeer goed op de hoogte van de ontwikkelingen binnen en buiten het vakgebied.
	5	Bezit zeer goede en uitgebreide kennis; beheerst het vakgebied volkomen; is zeer geïnteresseerd in de ontwikkelingen binnen andere relevante werkgebieden; wordt door buitenstaanders erkent als expert.
Leidinggeven	1	Mist overzicht; ziet breder verband niet, houdt geen rekening met veranderingen en verwerkt deze niet in de planning en de organisatie van de werkzaamheden van de groep; handhaaft de status quo; wordt niet aanvaard door de groep.
	2	Heeft nog iets te weinig gezag, moet tot het nemen van onplezierige maatregelen gedwongen worden; is nog onvoldoende bezig met veranderingen en ontwikkelingen; toont weinig initiatieven.
	3	Wordt door de groep en de omgeving geaccepteerd; houdt rekening met de mening van anderen; beargumenteert een eventueel afwijkende visie; stimuleert en motiveert op voldoende wijze.
	4	Wordt door de groep en de omgeving op handen gedragen; zorgt voor goede onderlinge verhoudingen; instrueert en leidt zijn mensen op goede wijze op; heeft oog voor noodzakelijke veranderingen en initieert deze; betrouwbaar.
	5	Uitstekend leider; uitstekend gevoel van belangen van zowel de organisatie als de medewerkers; heeft uitstraling; is realistisch.

Explanation part 2: Build-up of the scores of behavioural criteria

Attitude	1	Makes no effort to serve a client; does not stick to agreements with clients; is not task-oriented at all; regular complaints about rude behaviour. Argues constantly; is disloyal; does not work well with colleagues; is not open for reasonable arguments; sticks rigidly to certain working methods and adopted habits; has a negative impact on the ambiance.
	2	Is not helpful towards client; does not always stick to agreements; curt in his contacts; sometimes does not work well together with colleagues. Does not adapt easily; actions towards others are not always correct; does not adequately take the interests of others into account; is occasionally not task-oriented.
	3	Treats the client in a correct and friendly manner; always sticks to agreements; accepts criticism; takes others into account; sees the cohesion of his work with the greater whole; works fairly well with colleagues; is sufficiently task-oriented.
	4	Puts client completely at ease; follows up where necessary; good feedback about behaviour; considerate and collegial in his actions; easy-going; has a good influence on the ambiance; works well with colleagues; is consulted by colleagues informally.
	5	Exceptional customer service; knows how to represent the company externally; works very well with colleagues; regular complimentary feedback on conduct.
Communication	1	Does not say what he is doing; does not identify any bottlenecks; is unable or hardly able to express his thoughts.
	2	Does not have an adequate command of the language; now and again is controlled by his emotions; spelling and structure of correspondence could be better; must be encouraged to talk about what he is doing.
	3	Use and command of language no reason for comment; correspondence is adequate; Indicates of his own accord what he is confronted with and gives his opinion.
	4	Can express himself well, subtly, clearly and concisely, formulates well, an open person who communicates easily.
	5	Clear arguments, very clear and logical structure of correspondence, listens very well to others, can communicate well in every situation.
Independence	1	Always needs instructions and control; often relies on others; no line or plan can be recognised in the approach; shows 'flight behaviour'.
	2	Sometimes needs instructions and control; is not always that planned and effective in his approach; sometimes falls back on others.
	3	Fulfils his work practically without instructions and control; generally takes on his work effectively; asks for help if necessary and can resume work after a single instruction.
	4	Only needs more detailed instructions in exceptional cases, and then indicates what and when he needs further guidance; seems to plan his work well; effectively achieves the goals set
	5	Does not need any instructions to accomplish his work in a very efficient manner within the stipulated deadline; functions fully autonomously.

Explanation part 2:
Build-up of the scores of behavioural criteria

Planning	1	Plans badly; never achieves his goals; does not keep an eye on agreements; makes no effort to adjust his plan.
	2	Needs instructions to plan; needs help and control in planning; is not effective.
	3	Plans almost without instructions; has sufficient insight into the objective; can reasonably formulate a plan of approach; asks for suggestions if needed to proceed.
	4	Needs almost no instructions to plan and indicates himself where he needs help; can plan his work well and always realises the goals set.
	5	Does not need any instructions at all to plan his work; always achieves the set goals within the agreed deadline.
Knowledge	1	Lacking elementary knowledge.
	2	Needs to deepen his knowledge; has limited knowledge; does not follow developments in his field.
	3	Possesses the necessary theoretical and practical knowledge; keeps up to date with developments in his field.
	4	Has good knowledge; is very well aware of developments within and outside the field.
	5	Possesses very good and extensive knowledge; fully commands the subject area; is very interested in developments within other relevant areas of work; is recognised as an expert by outsiders.
Management	1	Lacks weight; does not see broader context, does not take changes into account and does not include them in the planning and organisation of the group's work; maintains the status quo; is not accepted by the group.
	2	Has too little authority, has to be forced to take unpleasant measures; is still insufficiently active with changes and developments; shows little initiative.
	3	Is accepted by the group and the environment; takes the opinion of others into account; argues a possibly derogating vision; encourages and motivates adequately.
	4	Is held in high esteem by the group and the environment; ensures good mutual relationships; instructs and supervises his people properly; has an eye for necessary changes and initiates them; reliable.
	5	Excellent leader; excellent feel for interests of both the organisation and the employees; charismatic; is realistic.

OVERVIEW OF PUBLICLY-RUN AND PRIVATELY-RUN SCHOOLS

12.8 Overview of publicly-run and privately-run schools

Bonaire

Publicly-run schools

- Kolegio Rayo di Solo (PE)
- Kolegio Strea Briante (PE)

Privately-run schools

- Primary school Aquamarin (PE)
- Primary school De Pelikaan (PE)
- Kolegio Kristu Bon Wardador (PE)
- Skol Amplio Papa Cornès (PE)
- Kolegio San Bernardo (PE)
- Kolegio San Luis Bertrán (PE)
- Scholengemeenschap Bonaire (SE/SSVE)

St. Eustatius

Publicly-run schools

- Governor de Graaff School (PE)

Privately-run schools

- Golden Rock School (PE)
- Lynch Plantation SDA Primary School (PE)
- Bethel Methodist School (PE)
- Gwendoline van Putten School (SE/SSVE)

Saba

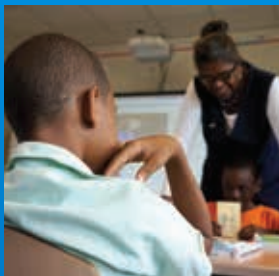
Publicly-run schools

-

Privately-run schools

- Sacred Heart School (PE)
- Saba Comprehensive School (PE/SSVE)

The schools for secondary and vocational education are foundations that provide public education. Due to the private law character of the foundation, the employees have a labour contract. Against this background, these school have been classified in this overview under privately-run schools.



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