

# Staff Manual

## Teaching Staff

### Caribbean

### Netherlands



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# Colophon

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The publication of this manual is also available in an English translation.

## Foreword

A bag full of impressions, with that I returned home on 2 February 2024. As a Minister, I had made working visits to Bonaire, Saba, and St. Eustatius. During this week, I had the opportunity to speak with students, teachers fired questions at me, and I engaged with specialists who make sure that students receive additional support when they need it. I saw with my own eyes how extremely hard people are working on good education. How teachers, school leaders, and specialists are working hard to get every student ready for the future.

Every child deserves that too. Whether you live in Oranjestad, Kralendijk, Groningen or The Bottom. And I remain committed to that, even now that I am a State Secretary. Every child should be given the opportunity to learn to read, do maths, and write well at school. With this solid foundation, you can get the best out of yourself later, and it creates equal opportunities.

The Caribbean Netherlands is working hard to give all students everything they need for later. This produces a lot of great things. At the same time, there is also room for improvement. The islands remain vulnerable and we need to look at what can be improved in education. I write 'we' quite deliberately, because that is a task of the Ministry of OCW, the local authorities, and school boards.

Together, we are already taking great strides to further improve education in the Caribbean Netherlands. This involves teachers, teaching support staff, board members, and civil servants. This is also bearing fruit. Thus, we want to further improve our education with the clear goals set out in the third Education Agenda, which I had the honour of signing during my working visit to the islands.

Another specific result is the elaboration of the Education Agreement in the Caribbean Netherlands. As a result, as a teacher in primary education, you earn as much as a teacher at a secondary school or in senior secondary vocational education (MBO). Good terms and conditions of employment are essential to retain good teaching staff in and around the classroom.

More details on closing the wage gap can be found in the second version of this Staff Manual Teaching Staff Caribbean Netherlands. The aim of this manual is to give you a helping hand. For example, by clarifying terms and conditions of employment, or providing more information on regulations surrounding your legal status. This was previously requested by school boards and teaching staff.

That is why this manual was created and is now in front of you. I hope it offers you the practical information that will be of great use to you. And I would like to thank the people who worked on this manual. Once again, we have a fine, concrete result to be proud of. Because this manual also contributes to even better education.

Mariëlle Paul

State Secretary for Fundamental Education and Emancipation



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# Introduction

You are looking at the second edition of the Staff Manual Teaching Staff Caribbean Netherlands. This manual replaces the version of the manual published in January 2019.

The manual is intended for teaching staff employed on Bonaire, St. Eustatius or Saba (Caribbean Netherlands) at a government-funded school for public or special education. Teaching staff refers to the headmaster, the deputy headmaster, the teachers, the teaching assistants, and the teaching support staff.

The applicable legal status and the manner of establishment of the terms and conditions of employment are set out in the Section 37 Subsection 1 of the BES Primary Education Act, Section 11.85 Subsection 2 of the Secondary Education Act 2020 and Section 4.1.4. Subsection 1 of the BES Adult and Vocational Education Act. However, as all schools have the legal form of a foundation, the basis of legal status is private law.

**'The BES Civil Servants Act and the provisions based thereon are applicable by analogy to the staff of a school for special education' (as in Section 11.85 Subsection 2 of the Secondary Education Act 2020)**

As a result, there is still a lot of confusion among the schools as to whether civil service law or civil law is applicable. Therefore, that question is addressed in detail in Chapter 1 Employment.

For the sake of clarity, here at the outset we note that the manual does not replace a collective labour agreement. The manual is also not an employment regulation within the meaning of Section 1613i of Book 7a of the BES Civil Code. And the manual does not replace civil service law.

## Disclaimer

The legal terms and sentence structures in the legislation and regulations themselves, are not always easy to fathom. The staff handbook therefore contains a simplified representation of the main terms and conditions of employment for the teaching staff in the Caribbean Netherlands. Due to the simplified representation of the regulations, no rights can be derived from this manual. In the event of any ambiguity or dispute over what is stated in this manual, the underlying regulations shall prevail. With regard to the content, it also applies that it may change as a result of new employment conditions agreements and/or new regulations. Also in this sense, no rights can be derived from this document. Future changes in the legal status or in the terms and conditions of employment of the teaching staff, shall be included in a subsequent version of the manual.

# Chapter 1: Employment

The legal status of the teaching staff in the Caribbean Netherlands is complex. This chapter explains this legal structure. New in this edition of the manual is that both BES labour legislation and BES civil service legislation are covered. This allows employers and employees to read how it is regulated under both and see which entitlement is highest and therefore valid.

## 1.1 The basis of the legal status of teaching staff: public versus special education

The BES education legislation has four forms of legal personality for the provision of education:

- The school maintained by the Public Entity (Section 1 under b under a of the BES Primary Education Act, Section 1.1. under a of the Secondary Education Act 2020)
- The public legal entity (Section 53 of the BES Primary Education Act and Section 1.1. under a of the Secondary Education Act 2020)
- The foundation that maintains a public school (Section 54 of the BES Primary Education Act, Section 1.1. under a of the Secondary Education Act 2020)
- The foundation that maintains a special school (Section 60 of the BES Primary Education Act, Section 1.1. under b of the Secondary Education Act 2020).

The legal personality determines whether civil service legislation or labour legislation applies. In the event of the Public Entity or a public legal person, civil service legislation is directly applicable. In the event of a foundation, labour legislation under the BES Civil Code is basically applicable. Additional civil service legislation is moreover applicable to schools.

All schools in the Caribbean Netherlands have the legal personality of a foundation. Also, the schools in which public education is provided. Schools that are maintained by a public legal entity or by the Public Entity do not currently exist in the CN. Because there is a question of foundations, all the teaching staff on the BES islands have an employment agreement in accordance with Section 1613a of Book 7a of the BES Civil Code, regulated by a deed of appointment<sup>1</sup>.

Due to the private law nature of the school and the private law employment agreement, the teaching staff of foundations are not civil servants in the legal sense, but employees. However, the education legislation<sup>2</sup> establishes that the BES Civil Servants Act and the regulations based on it are "applicable by analogy" to the teaching staff of special schools.

This means that the BES Civil Servants Act is applicable to all the teaching staff on the BES islands barring the following situations:

- In addition, the BES Civil Servants Act is not applicable where it would not be appropriate by its nature.
- Moreover, the BES Civil Servants Act is not applicable where this would result in the employee being entitled to fewer rights than under the BES Civil Code.

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<sup>1</sup> The requirements of the deed of appointment are explained in more detail below.

<sup>2</sup> Section 37 Subsection 1 of the BES Primary Education Act, Section 11.85 Subsection 2 of the Secondary Education Act 2020, and Section 4.1.4. Subsection 1 of the BES Adult and Vocational Education Act.

This stems from their status as employees.

- Provisions on wages and allowances in the BES civil servants legislation are not applicable. Schools negotiate this themselves in Agreement-Based Consultations (ABC)<sup>3</sup>.

Following on from this, in the event of any disputes, the BES Civil Servants (Jurisdiction) Act 1951 is not applicable. It was established and/or confirmed in court rulings<sup>4</sup> that the procedural rules of the Code of Civil Procedure must be followed in a dispute between an employee and an employer of a school with the legal personality of a foundation.

**In disputes between an employee and an employer of a school being a foundation, the Civil Servants (Jurisdiction) Act 1951 is not applicable. It follows from court rulings that the procedural rules of the Code of Civil Procedure must be followed.**

In short, the provisions of the BES Civil Servants Act are applicable if they are rules relating to the rights and obligations (e.g. rights and obligations concerning sickness), which by their nature can be declared to be applicable by analogy to the schools and which do not confer fewer rights than an employee would have under the BES Civil Code. In the legal parlance, rules relating to rights and obligations are also referred to as substantive law. Rights and obligations concerning procedural law, e.g. hearing and time limits, are referred to as formal law. For these rules, as mentioned earlier, the BES Code of Civil Procedure is applicable. The result, therefore, is that the civil court applies the substantive civil servants legislation<sup>5</sup>.

In many provisions, the BES Civil Servants Act delegates subjects to lower regulations. The regulations most often applicable to the teaching staff on the BES islands is the BES Civil Servants (Legal Status) Decree. The BES Civil Servants (Legal Status) Decree regulates various entitlements, including remuneration, duty and working hours, etc. Other relevant regulations are the BES Civil Servants Holidays and Release from Duty Decree. This decree contains detailed rules on holidays and release from duty.

With the exception of the wages and allowances, the material terms and conditions of employment for education are established in the consultations on the terms and conditions of employment of the Central Government CN sector. This is due to the provision that civil servant legislation is applicable by analogy to education. The consultations in the Central Government sector are conducted by the representative of the Minister of the Interior and the representatives of the trade unions General Association of Government and Other Employees (ABVO), General Christian Organisation of the Military (ACOM), National General Police Union of Bonaire, St. Eustatius, and Saba (NAP-BES), and Windward Islands Civil Servants (WICSU). The most recent employment agreement is for 2021-2023.

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<sup>3</sup> Section 37 Subsection 3 of the BES Primary Education Act, Section 11.85 Subsection 4 of the Secondary Education Act 2020, and Section 4.1.4. Subsection 3 of the BES Adult and Vocational Education Act.

<sup>4</sup> EJ 2015-47, legal consideration 14-17, 21-07-2015.

<sup>5</sup> Prior to the standardisation of the civil service status, this also happened in the European Netherlands, see for example: Supreme Court 23-04-2004, ECLI 23/04 2004AO2780.

The negotiations in education on the wages and allowances take place in the Agreement-Based Consultation (ABC)<sup>6</sup>. These are held separately on each island. On the employer side, all school boards participate in these consultations. On the employee side, on Bonaire the trade unions ABVO and SIMABO (Sindikato pa Maestronan Boneriano) participate, and on Saba and Sint Eustatius a representative part of the staff. In practice, this amounts to members of the participation council.

In [Chapter 13](#) the system of the conclusion of these employment conditions agreements is discussed in more detail. In [Appendix 14.1](#) you can find an overview of all the employment conditions agreements referred to in this manual. In [Appendix 14.2](#) you can also find a diagram that depicts the legal structure of the legal status of the teaching staff.

## 1.2 Individual employment agreement

Upon commencement of the employment, an employment agreement is concluded between the employee and the employer (Section 1639a of Book 7a of the BES Civil Code). For teaching staff, this is referred to as the deed of appointment or tenure.

### The requirements of the deed of appointment

Section 8 of the BES Civil Servants (Legal Status) Decree describes what must be included in the deed of appointment. It is recommended that the deed of appointment include the following elements:

- The office or the position;
- The surname, given names, and date of birth;
- Whether it involves a permanent or temporary post. In the event of a temporary post, it must be stated whether there is question of an appointment for a fixed term, open term and/or of a probationary period
- The date on which the appointment and hence the employment agreement takes effect;
- Salary (the gross amount per month) and any other cash benefits;
- The applicable pension scheme
- The working time
- It is recommended that the arrangements on the terms and conditions of employment on the appointment, including the employment conditions agreement for the relevant island, are included in the deed of appointment.
- It is also recommended to include in the deed of appointment that the employment agreement is subject to the provisions of the BES Civil Servants (Legal Status) Decree and the Regulations on Remuneration and Allowances for Teaching Staff (also known as the Remuneration Decree).

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<sup>6</sup> Section 37 Subsection 3 of the BES Primary Education Act, Section 11.85 Subsection 4 of the Secondary Education Act 2020, and Section 4.1.4. Subsection 3 of the BES Adult and Vocational Education Act.

## 1.3 Temporary or permanent post

### BES Civil Servants (Legal Status) Decree

An employee is appointed on a temporary or permanent basis. In most instances, a permanent appointment is preceded by a probationary period. That is the appointment in a temporary post as a probationary period.

According to the BES Civil Servants (Legal Status) Decree<sup>7</sup>, the appointment as a probationary period is for a maximum of one year and upon expiry it can be extended for a maximum of one year. After two years, only the employee can request to extend the probationary period for another year.

### Temporary appointment

In the event of a temporary appointment, an employee is employed for a fixed term, e.g. a year or for the duration of a particular project. Reasons for a temporary appointment are<sup>8</sup>:

1. Activities of an expiring nature (activities that are finite). The employee is entitled to a permanent agreement if these activities take place consecutively for five years and are expected to continue for at least another five years. In any case, the temporary appointment must be replaced by a permanent agreement after 10 years of service;
2. Where a change in the remit of the service concerned is proposed;
3. Replacement of a temporarily absent employee;
4. Persons in training;
5. If the employee does not yet have the necessary diploma or the teaching qualification prescribed by law;
6. For persons with whom it was agreed that they would be employed on a temporary basis.

A temporary appointment may last for no more than five consecutive years for employees in respect of whom a change in the remit of the service concerned is proposed, who are temporarily replacing an absent employee or are undergoing training<sup>9</sup>.

The appointment may be subject to the condition that dismissal shall be granted if a certain diploma, or diplomas, are not obtained according to a deadline agreed at the time of appointment<sup>10</sup>.

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<sup>7</sup> Section 2 Subsection 3 under f of the BES Civil Servants (Legal Status) Decree.

<sup>8</sup> Section 2 Subsection 3 under a, b, c, d, e, f, and g of the BES Civil Servants (Legal Status) Decree.

<sup>9</sup> Section 2 Subsection 4 of the BES Civil Servants (Legal Status) Decree.

<sup>10</sup> Section 2 Subsection 5 of the BES Civil Servants (Legal Status) Decree.

## Appointment requirements

A person who wants to work in a school must meet several criteria. The criteria are referred to as the appointment requirements. The appointment as a director<sup>11</sup>, deputy director<sup>12</sup>, teacher<sup>13</sup> or member of the teaching support staff<sup>14</sup> must be made by the competent authority. On the BES islands, the competent authority of the schools is the foundation board of the school<sup>15</sup>. The foundation can only hire staff who meet the following criteria:

- The staff member in question must be in possession of a certificate of good conduct<sup>16</sup>;
- Have not been barred from teaching by a court ruling<sup>17</sup>;
- Meet the statutory appointment requirements applicable to the position<sup>18</sup>.

From 1 January 2011, the same statutory appointment requirements are applicable to the teaching staff in the Caribbean Netherlands as to the teaching staff in the European Netherlands. Transitional rights were agreed for incumbent teachers.

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<sup>11</sup> Section 4.1.2. of the BES Adult and Vocational Education Act BES, Section 40 Subsection 1 of the BES Primary Education Act, and Section 34 Subsection 1 of the BES Primary Education Act, and Section 7.23 Subsection 1 of the Secondary Education Act 2020, and Section 7.37. of the Secondary Education Act 2020.

<sup>12</sup> Section 4.1.2. of the Adult and Vocational Education Act, Section 40 Subsection 1 of the BES Primary Education Act or Section 34 Subsection 1 of the BES Primary Education Act, and Section 7.23 Subsection 1 of the Secondary Education Act 2020, and Section 7.37. of the Secondary Education Act 2020.

<sup>13</sup> Section 4.1.2. of the BES Adult and Vocational Education Act, Section 4.2.1. Subsection 1 of the BES Adult and Vocational Education Act, Section 34 Subsection 1 of the BES Primary Education Act, and Section 40 Subsection 1 of the BES Primary Education Act, Section 7.37. of the Secondary Education Act 2020.

<sup>14</sup>Section 4.1.1. Subsection [...] of the BES Adult and Vocational Education Act, Section 40 of the BES Primary Education Act, and Section 7.24. Subsection 1 of the Secondary Education Act 2020.

<sup>15</sup> Section 1 under a under 3 and Section 54 of the BES Primary Education Act and Section 1.1. under a under 4 of the Secondary Education Act 2020 for a public school and Section 1 under b of the Secondary Education Act 2020 for a special school stipulate that the competent authority of a public school established in a foundation is the foundation and for a special school the natural person or legal entity under private law (e.g. a foundation). In practice, all schools in the Caribbean Netherlands are foundations and therefore the competent authority of the school is the foundation.

<sup>16</sup> For TSS: Section 4.2.2. Subsection 1 under a of the BES Adult and Vocational Education Act, and Section 4 Subsection 1 under a of the BES Primary Education Act, and Section 7.3 Subsection 1 of the BES Secondary Education Act. For teachers: Section 4.2.1. Subsection 2 under a of the BES Adult and Vocational Education Act, and Section 3 Subsection 1 under a of the BES Primary Education Act, and Section 7.3. Subsection 1 of the BES Secondary Education Act. For director and deputy director: Section 34 Subsection 2 under a under 1 of the BES Primary Education Act, and Section 7.3. Subsection 1 of the BES Secondary Education Act.

<sup>17</sup> For TSS: Section 4.2.2. Subsection 1 under e of the BES Adult and Vocational Education Act, and Section 4 Subsection 1 under e of the BES Primary Education Act, and Section 7.3. Subsection 2 of the Secondary Education Act 2020. For teachers: Section 4.2.1. Subsection 2 under b of the BES Adult and Vocational Education Act, and Section 3 Subsection 1 under c of the BES Primary Education Act, and Section 7.3. Subsection 2 of the Secondary Education Act 2020. For director and deputy directors: Section 34 Subsection 2 under c of the BES Primary Education Act, and Section 7.3. Subsection 2 of the Secondary Education Act 2020.

<sup>18</sup> For TSS: Section 4.2.2. Subsection 1 under b, c, and d of the BES Adult and Vocational Education Act, and Section 7.24 Subsection 1 of the Secondary Education Act 2020. For teachers: Section 4.2.1. Subsection 2 under b and c of the BES Adult and Vocational Education Act, and Section 7.11 of the Secondary Education Act 2020. For director and deputy director: Section 34 Subsection 2 of the BES Primary Education Act, and Section 7.23 Subsection 1 of the Secondary Education Act 2020.

## Unqualified teaching

Teachers with a second-degree qualification can temporarily teach when a first-degree qualification is required. On Bonaire, a teacher can be deployed as a temporary unqualified substitute for one year. A teacher can teach unqualified for two years if they are meanwhile undergoing training to obtain the appropriate qualification. That can be extended by two years to four years. The Gwendoline van Puttenschool on St. Eustatius and the Saba Comprehensive School on Saba, have a different form of education because English has been chosen as the language of instruction as well as educational curricula that differ from the European Netherlands. The employer can appoint a person as a teacher at these schools on the basis of self-rating of a certificate. The Education Inspectorate does monitor the quality.

### 1.4 Standard annual workload

From 1 August 2014, all employees within the education sector are subject to the so-called standard annual workload, which determines the working hours per year for a standard position. The scope of the standard annual workload is 1,659 hours. For a full-time teacher, this includes teaching tasks, the teaching-related tasks like preparation and review activities, expertise promotion and, finally, hours for specific tasks at school.

For teaching staff and teaching support staff with teaching-related tasks, 10% of the standard annual workload is earmarked for expertise promotion. The expertise promotion can take place in both the time of non-teaching-related tasks and the time of teaching-related tasks. It cannot be the case that the expertise promotion takes place only at times dedicated to non-teaching-related tasks.

The standard annual workload has already applied to the teachers since 1 January 2012 due to an Employment Conditions Agreement concluded on 27 and 28 March 2012 for the teaching staff on Bonaire, St. Eustatius, and Saba. From 1 August 2014, the same arrangement was agreed for the board and the teaching support staff. From this date, the board and the teaching support staff are also subject to the same holiday scheme as teachers<sup>19</sup>.

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

Teachers work an average of 40 weeks a year. With a standard annual workload of 1,659 hours, that is an average working time of 41.5 hours. For teachers, part of the working time is not time- and place-related, such as the performance of pre- and post-work for lessons.

It is assumed that the board and the teaching support staff with teaching-related duties also arrive at an average working time of 41.5 hours. This brings the standard annual workload to 1,659 hours. Board and teaching support staff without teaching-related duties with a 39.5-hour working week must compensate for this shorter working week by working 80 hours (40x2 hours) per annum during school holidays. In doing so, they also achieve the standard annual workload of 1,659 hours. The employer takes this into account when

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<sup>19</sup> Arrangement 2 Employment Conditions Agreement Teaching Staff 2013-2014.

preparing the timetables. The employer sets the timetables. This is a good topic for discussion with the staff section of the participation council.

## 1.5 Partner

Upon the application of the BES Civil Servants (Legal Status) Decree and the decrees based on it, spouse shall also be understood as the life partner with whom the unmarried employee carries on a sustainable joint household. Widow or widower is also understood as the surviving life partner with whom the deceased carried on a permanent joint household. Only one person can qualify as a life partner<sup>20</sup>.

## Chapter 2: Salary, allowances, and other reimbursements

The salary and the allowances are established in the following schemes:

- The BES Civil Servants (Legal Status) Decree.
- Teaching Staff (Remuneration) Decree 2019. The latest Remuneration Decree dates back to 2019. This shall be revised to incorporate the changes and decisions that have been made since 2019.
- The employment conditions agreements and the relevant addenda:
  - Employment Conditions Agreement 2018-2020 on the adoption of the arrangements from the Employment Conditions Agreement for Civil Servants in the Caribbean Netherlands 2018-2020
  - Addendum I to the Employment Conditions Agreement 2018-2020 on the thirteenth month's salary
  - Addendum II to the Employment Conditions Agreement 2018-2020 on covenant regarding additional funds for workload relief and shortages of teaching staff
  - Employment Conditions Agreement 2021-2023
  - Addendum I to the Employment Conditions Agreement 2021-2023 on allowance for training and development, facilities for participation
  - Addendum II to the Employment Conditions Agreement 2021-2023 on the resources from the Education Agreement
- Book 7a of the BES Civil Code

The most recent Employment Conditions Agreement is the Addendum to the Employment Conditions Agreement for Teaching Staff 2021-2023 on the resources from the Education Agreement. The employment conditions agreements and the relevant addenda, and the Remuneration Decree are available on the website of the [Rijksdienst Caribisch Nederland](#).

### 2.1 Remuneration and salary scale

The term remuneration refers to the salary corresponding to the position of the employee according to the salary scale and the specific grade in which they are classified<sup>21</sup>.

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<sup>20</sup> Section 1a Subsection 2 of the BES Civil Servants (Legal Status) Decree.

<sup>21</sup> Section 1 under d of the Remuneration Decree 2019.

If an allowance is a percentage then the amount on the basis of which it is calculated is indicated. Sometimes it is only the remuneration, but it can also be inclusive, for example, of the holiday allowance or it can be the remuneration including the components that are part of the pensionable salary. The pensionable salary includes the gross salary, the holiday allowance, the end-of-year bonus, the transition allowance for Bonaire, the Saba and Statia allowance (or the workplace allowance / Windward allowance if still applicable) and any equalisation allowance (for Bonaire, the current percentage of this arrives at 0%).

The salary scales for the teaching staff were harmonised with effect from 1 January 2012. This means that the same teacher scales have become applicable to all three islands.

### Closing the salary gap in primary education: salary scales in primary and secondary education including the MBO section

The Education Agreement was concluded in April 2022. One of the things agreed in it was that the salary gap between primary and secondary education would be closed. The same amount for closing the salary gap has been made available for the Caribbean Netherlands as for schools in the European Netherlands. On 7 June 2023, the addendum, an addition to the current employment conditions agreement, was signed to close the salary gap between primary and secondary education. The closing of the salary gap involves equal salary for positions of equal severity in primary and secondary education. The starting point in this regard is that the teaching positions in primary education are (have become) as weighty as the teaching positions in secondary education. In the Caribbean Netherlands, this was determined on the basis of the position series of primary education teachers in the European Netherlands. With the closing of the salary gap in the European Netherlands, it was established that the weight of the position between teachers in primary and secondary education is the same.

The salary gap has been closed by reclassifying primary school teachers. This was done in a different way for the Caribbean Netherlands than in the European Netherlands. In the European Netherlands, the salary gap was closed by including the staff in primary education in the salary scales of secondary education. There is now one salary structure for primary and secondary education. In the Caribbean Netherlands, there is only one salary structure for primary and secondary education combined, the only difference being that primary and secondary teachers were classified in different scales. Previously, teachers in primary education were classified in scales LA and LB, and in practice sometimes LC for more complex activities that require a job description at the institutional level. Teachers in secondary education are classified in salary scales LB, LC, and LD. With the closing of the salary gap, all teachers in primary education have been classified in an adjacent higher salary scale at the same grade. As each employee moved from scale LA to scale LB, this caused the LA salary scale to lapse for primary education. The closing of the salary gap in the Caribbean Netherlands took effect on 7 June 2023, but has retroactive effect until 1 January 2022.

For example, an employee in salary scale LA grade 5 moves to salary scale LB grade 5. The salary scales for primary education are now LB and LC. Salary scale LD can be used in primary education for more complex activities. This requires that the school creates a job description that shows the weight of the LD position itself.

As a result of this measure, teaching staff have been placed in the adjacent higher scale in the same grade with effect from 1 January 2022. For the period between 1 January 2022 and 7 June 2023, the amount of the increase for teaching staff, i.e. the difference between

the scale in which they are classified on 1 January 2022 and the scale in which they should have been classified on 1 January 2022, is paid<sup>22</sup>.

The closing of the salary gap is not applicable to staff in secondary education, senior secondary vocational education, and teaching support and board staff in all sectors.

With effect from 1 July 2013, for directors in primary and secondary education, the maximum scale is related to the level of the school. See the standard positions of the board in [Appendix 14.7](#).

**Salary increase due to the increases of the minimum wages in CN in 2024**

Following the report ‘A dignified existence’ issued by the Thodé Committee, the House of Representatives decided to establish a social minimum for the Caribbean Netherlands. This means that the legal minimum wages on the islands increase. The new statutory minimum wages for a 40-hour working week are as follows:

	Minimum wages as at 1 January 2024 for a 40-hour working week	Minimum wages as at 1 July 2024 for a 40-hour working week
<b>Bonaire</b>	\$1,570	\$1,750
<b>Saba</b>	\$1,555	\$1,750
<b>St. Eustatius</b>	\$1,654	\$1,750

The amounts of the statutory minimum wages are based on a 40-hour working week. However, in education in the Caribbean Netherlands, as in the European Netherlands (EN), the standard annual workload is 1,659 hours.

**The incremental increase and promotion to an adjacent higher scale**

Each year, an employee who performs their duties well is eligible for the next higher grade in the salary scale applicable to the employee. This increase in the remuneration is called an increment and takes place on 1 August if an employee has been employed for six months or more and has not yet reached the maximum of their salary scale. The award of the increment requires that a formal assessment has taken place. This assessment should take place no later than one year after commencement of the employment or one year after the transfer to a different position. Subsequently, the formal assessment takes place at least at the end of the school year. In case of unsatisfactory performance, the employee is not classified in the first following salary grade. This is recorded in writing in the

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<sup>22</sup> Example 1: the start date of the employment conditions agreement is (fictitious) 1 June 2023. On 1 June the employee is classified in the new salary scale LB. On top of this comes the one-off payment over 17 months (January 2022 up to and including May 2023) of the difference between LA 4 old (USD 2,980) and LB 4 (including 4%, USD 3,438). In this instance 17 times USD 458, which totals USD 7,786.

Example 2: an employee switched from LA4 to LB5 effective from 1 September 2022. Effective from 1 June 2023 this employee is classified in LC5. Because of the retroactive nature, this employee is entitled to the following. Over the period from 1 January up to 1 September 2022, this employee is entitled to the difference between LA4 old (USD 2,980) and LB4 (including 4%, USD 3,438). In this instance 8 times USD 458, which totals USD 3,664. For the period from 1 September 2022 up to 1 June 2023, this employee is entitled to the difference between LB5 (including 4%, USD 3,511) and LC5 (including 4%, USD 4,035). In this instance 8 times USD 458 and 9 times USD 524. Over the whole period, the supplementary payment then amounts to: USD 8,380.

personnel file. In case of very good or excellent performance, the remuneration of the employee may be increased to the salary grade following the next higher salary grade in the applicable salary scale. The assessment that the employee performs very well or excellently must be established in a formal, written assessment<sup>23</sup>.

Upon promotion, an employee is promoted to a position with a higher salary scale. If possible, the employee is classified in the first following grade in the salary scale of the new position. By way of example, when an employee is promoted and is thus promoted from scale LB to a position in scale LC, the employee is classified in salary scale LC in the next higher grade compared to the amount in LB. For example, from grade 10 in scale LB, they move to grade 4 in scale LC (based on the salary scales applicable in 2023).

If the date of the promotion coincides with the date on which the annual increments, the annual increase to a salary grade, are awarded (1 August), the increment is awarded first in the scale that applied to the employee until that date. After that, classification in the new scale takes place. This applies only if the person concerned has not already been paid according to the maximum amount in their salary scale.

### Salary increases since 2019

There have been two salary increases since 2019. The first was agreed in the Employment Conditions Agreement 2021-2023. With effect from 1 September 2023, the salary amounts were increased by 4.2%. The transitional allowance was also increased by this percentage. The salary increase took effect from 1 September 2023 and was paid retroactively no later than 1 March 2022 to the employee still employed on 1 March 2022<sup>24</sup>.

In Addendum II to the Employment Conditions Agreement 2021-2023, a 4% salary increase for both teaching and non-teaching staff in both primary and secondary education (including MBO) was realised from residual funds in order to close the salary gap and from salary leeway from previous years. This salary increase takes effect on 7 June 2023 with retroactive effect from 1 January 2022. This salary increase has already been incorporated into the salary scales with effect from 1 January 2022<sup>25</sup>.

### 2.2 Incidental / non-recurring allowances

Employees who have made a special achievement or shown extraordinary dedication may be rewarded extra for this by the competent authority. Depending on dedication and service, this non-recurring remuneration may consist of:

- An allowance because the position or task of the employee is so demanding that it is of a special nature. This allowance may not exceed 25% of the salary<sup>26</sup>.
- A statement of satisfaction to be included in the personnel file;<sup>27</sup>
- A non-recurring remuneration (bonus) of up to 8.33% of the annual salary<sup>28</sup>;

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<sup>23</sup> Section 5 of the Remuneration Decree 2019.

<sup>24</sup> Under article 2.3.1. of the Employment Conditions Agreement 2021-2023.

<sup>25</sup> Articles 3 and 4 of the Addendum to the Employment Conditions Agreement 2021-2023 on the resources from the Education Agreement.

<sup>26</sup> Section 23 of the BES Civil Servants (Legal Status) Decree.

<sup>27</sup> Section 70 Subsection 1 and Subsection 2 under a of the BES Civil Servants (Legal Status) Decree.

<sup>28</sup> Section 70 Subsection 1, Subsection 2 under b, and Subsection 3 under a of the BES Civil Servants (Legal Status) Decree, and Section 14 Subsection 1 of the Remuneration Decree 2019.

- An additional salary grade (increment)<sup>29</sup>;
- A non-recurring simple cash allowance of 10% of the initial salary corresponding to the lowest salary scale applicable to the teaching staff<sup>30</sup>.

For the non-recurring allowances, in the event of employees who work less than the usual full-time working time applicable to the position, the salary that the employee would receive if they worked for the full-time working time is used for the calculation<sup>31</sup>.

### 2.3 Anniversary bonus

The employee is awarded a bonus (allowance) for loyal service on the achievement of 10, 20, 30 or 40 years of service. The basis on which this allowance is calculated is the salary plus the end-of-year bonus and the holiday allowance and all allowances that count towards pensionable income recalculated to a monthly amount<sup>32</sup>. The amount of the allowance depends on the length of the employment<sup>33</sup>:

Number of years of service	Percentage of the monthly salary
10	25
20	50
30	75
40	100

For the purposes of the civil service anniversary, all years of service at a government agency are taken into account, wherever accrued within the Kingdom.

### 2.4 Death benefit

If an employee dies, an amount equal to three times the monthly income at the time of death shall be paid by the employer as soon as possible after the demise<sup>34</sup>. This also applies to employees who were not actively working at the time of death, but were so in the month of demise<sup>35</sup>.

The monthly income should be understood as the monthly salary plus:

- The monthly amount of the child allowance if the employee was entitled to it;
- The Saba / Statia allowance if the employee was entitled to it;
- The work location / Windward allowance if the employee is still entitled to it;
- The equalisation allowance;
- The holiday allowance and the end-of-year bonus (settled to 3 months);
- Any other allowances and/or benefits of a periodic nature.

<sup>29</sup> Section 5 Subsection 2 of the Remuneration Decree 2019.

<sup>30</sup> Section 70 Subsections 1, 2, and 4 of the BES Civil Servants (Legal Status) Decree, and Section 14 Subsection 2 of the Remuneration Decree 2019

<sup>31</sup> Section 70 Subsection 4 of the BES Civil Servants (Legal Status) Decree.

<sup>32</sup> Section 71a Subsection 6 of the BES Civil Servants (Legal Status) Decree.

<sup>33</sup> Section 71a Subsection 1 of the BES Civil Servants (Legal Status) Decree.

<sup>34</sup> Section 36 Subsection 1 of the BES Civil Servants (Legal Status) Decree.

<sup>35</sup> Section 36 Subsection 2 of the BES Civil Servants (Legal Status) Decree.

The amount is paid to the surviving spouse (man or woman)<sup>36</sup>. If there is no spouse, the amount should be paid to the official children of the employee, unless the child is aged 21 or over and is not yet or has not been married. In the absence of children, the amount is paid to parents, siblings or other children if the employee was their breadwinner<sup>37</sup>.

If there are no persons entitled to the death benefit, then it can be used to pay for sickness and funeral expenses. This only applies if the estate of the deceased employee is not sufficient<sup>38</sup>. Chapter 4 discusses the holiday allowance in the event of death.

**2.5 Transitional allowance**

**Arrangement from the Employment Conditions Agreement Teaching Staff 28 March 2012**

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

Pursuant to this agreement, teachers on Bonaire are entitled to a transitional allowance if they were employed on 1 January 2012 and on that date fell into one of the salary scales LA (to be abolished effective from 7 June 2023 with retroactive effect up to and including 1 January 2022) up to and including LD. The allowance starts to apply at the moment the teacher is at the end of the scale and thus receives the maximum salary of their salary scale in which they were classified with effect from 1 January 2012<sup>39</sup>. A teacher remains entitled to the transitional allowance as long as they remain appointed in the scale that became applicable on 1 January 2012. If a teacher is transferred to another scale then the entitlement to the transitional allowance lapses<sup>40</sup>. This also applies to classification in the higher scale as a result of the effect of the measures in the Education Agreement, e.g. the closing of the salary gap<sup>41</sup>.

An example of the expiry of the transitional allowance: teacher Kimberly has been working in scale LB since 1 February 2011. On 1 August 2014, she reaches the maximum of this scale. From this date, Kimberly receives the transitional allowance. On 1 January 2017, Kimberly is promoted to scale LC. From 1 January 2017, the transitional allowance then lapses.

The amount of the transitional allowance is as follows<sup>42</sup>:

Effective from next date	Amount per month in USD
1 January 2015	208
1 January 2016	214
1 January 2018	218

<sup>36</sup> Section 36 Subsection 1 of the BES Civil Servants (Legal Status) Decree.  
<sup>37</sup> Section 36 Subsection 3 of the BES Civil Servants (Legal Status) Decree.  
<sup>38</sup> Section 36 Subsection 4 of the BES Civil Servants (Legal Status) Decree.  
<sup>39</sup> Section 18 Subsection 1 of the Remuneration Decree 2019.  
<sup>40</sup> Section 18 Subsection 2 of the Remuneration Decree 2019.  
<sup>41</sup> Addendum to the Employment Conditions Agreement Teaching Staff 2021-2023 on the resources from the Education Agreement.  
<sup>42</sup> Header *Transitional allowance* (p. 7) Addendum to the Employment Conditions Agreement Teaching Staff 2021-2023 on the resources from the Education Agreement.

1 January 2019	230
1 January 2021	240
1 January 2022	250 (including 4% salary increase)

## 2.6 Secondment allowance

An employee who has to work temporarily at a location other than their place of employment may receive a secondment allowance<sup>43</sup>. The purpose of this secondment allowance is to cover the unavoidable costs that arise from the temporary change in the place of employment. The allowance is fixed for a maximum of three months at a time based on the information provided by the employee<sup>44</sup>.

## 2.7 Workplace allowance / Windward allowance

An employee who has been continuously living and working on St. Eustatius or Saba since or before 31 March 2015, may receive a workplace allowance<sup>45</sup>. This allowance is also known as the Windward allowance. The workplace allowance was replaced by the Saba and Statia allowance and the equalisation allowance with effect from 31 March 2015, but continues to apply to the employee who had already been working at the relevant educational institution on 31 March 2015 and has worked there continuously until today. The level of the allowance is 16.3%<sup>46</sup>.

## 2.8 Saba and Statia allowance

Employees who have been living and working on St. Eustatius or Saba receive a Saba / Statia allowance<sup>47</sup>. This allowance is intended to compensate for the lower purchasing power on Saba and St. Eustatius. The allowance amounts to 2.5%<sup>48</sup>.

## 2.9 Equalisation allowance

Employees who commenced their employment from 1 April 2015 or later receive an equalisation allowance. The equalisation allowance aims to equalise, or settle, differences in inflation trends on the islands<sup>49</sup>.

The equalisation allowance is a percentage of the salary and depends on the place of employment. The percentages are as follows<sup>50</sup>:

Work location	Percentage of the salary
Bonaire	0
St. Eustatius	9.6
Saba	9.5

<sup>43</sup> Section 28 Subsection 1 of the BES Civil Servants (Legal Status) Decree.

<sup>44</sup> Section 12 Subsection 2 of the Remuneration Decree 2019.

<sup>45</sup> Section 31 Subsection 2 of the BES Civil Servants (Legal Status) Decree.

<sup>46</sup> Section 7 BES Civil Servants (Remuneration) Regulations.

<sup>47</sup> Section 28 Subsection 3 of the BES Civil Servants (Legal Status) Decree.

<sup>48</sup> Employment Conditions Agreement Teaching Staff 2013-2014.

<sup>49</sup> Section 28 Subsection 4 of the BES Civil Servants (Legal Status) Decree.

<sup>50</sup> Section 13 of the Remuneration Decree 2019.

## 2.10 Contingency allowance

An employee who is required by the employer to work on call in case of contingencies, and where this does not fall under the normal duties, receives an allowance for this<sup>51</sup>. The relevant allowance amounts to USD 6.50 per hour<sup>52</sup>. If the remuneration of the employee is changed then the contingency allowance is changed accordingly<sup>53</sup>. The employee who receives an allowance for contingencies receives an additional payment of USD 349 annually in December<sup>54</sup>.

## 2.11 Child allowance

The employee receives a child allowance from the employer for children who are part of their family. The employee is entitled to the allowance if the employee has unmarried children under the age of 18 to whom the employee is related under family law. The employee can also claim a child allowance for unmarried stepchildren under the age of 18 who are dependent on the employee and in the case of children under the age of 18 who are part of the family and raised and maintained as if they were the own children of the employee, if the parents are unable to do so. In the latter instance, an application for this is assessed on a case-by-case basis by the employer<sup>55</sup>.

The employee is entitled to a child allowance between the ages of 18 and 25 if these children<sup>56</sup>:

- Are completely or mostly undergoing education;
- Are permanently unable to earn one-third of what healthy children can earn through work suitable to them, due to sickness or impairments. The employer assesses whether this is the case.

The child allowance is paid simultaneously with the salary<sup>57</sup>. If both parents are employed by the same employer, the allowance is paid to the parent with the highest salary. If the child lives with one of the parents, the allowance is paid to the parent with whom the child lives<sup>58</sup>. The allowance must be used for the child, otherwise the allowance can be paid to someone else<sup>59</sup>.

The level of child allowance depends on the number of children. The child allowance per year is USD 67.04 for one child, USD 100.56 for two children, and USD 134.08 for more than two children. The number of children determines the percentage of the salary the employee receives on top of this in child allowance. The resulting amount is linked to a minimum and a maximum. This means that if the employee receives less than the minimum amount, the amount is increased to the amount set as the minimum for the child allowance. The employee cannot receive a higher child allowance than the maximum

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<sup>51</sup> Section 25aa Subsection 1 under a of the BES Civil Servants (Legal Status) Decree.

<sup>52</sup> Section 6 BES Civil Servants (Remuneration) Regulations.

<sup>53</sup> Section 25aa Subsection 2 BES Civil Servants (Legal Status) Decree.

<sup>54</sup> Section 25aa Subsection 3 BES Civil Servants (Legal Status) Decree.

<sup>55</sup> Section 27 Subsections 1 and 2 of the BES Civil Servants (Legal Status) Decree.

<sup>56</sup> Section 27 Subsection 3 under a and b of the BES Civil Servants (Legal Status) Decree.

<sup>57</sup> Section 5 Subsection 1 of the Child, Breadwinner and Secondment Allowance Regulations.

<sup>58</sup> Section 5a Subsections 1 and 2 of the Child, Breadwinner and Secondment Allowance Regulations.

<sup>59</sup> Section 11 Subsection 2 of the Child, Breadwinner and Secondment Allowance Regulations and Section 11 Subsection 6 under a of the Remuneration Decree 2019.

amount from the table corresponding to the number of children. The percentages and minimum and maximum amounts for the child allowance are as follows<sup>60</sup>:

Number of children	Percentage	Minimum in USD	Maximum in USD
1	5	87.15	368.72
2	9.5	174.3	703.91
3	13.5	261.45	1,005.59
4	16.5	348.6	1,173.18
5	19	435.75	1,340.78
6	21.5	522.91	1,508.38
7	24	610.06	1,675.98
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 are more than 10 children, the child allowance also increases. The percentage of 31.5% of the salary the employee receives in child allowance increases by 2.5% for each child over 10. Also, the minimum amount of USD 871.51 is increased by USD 87.15 for each child above the number of 10 and the maximum amount of USD 2,178.77 is increased by USD 167.60 for each child above the number of 10<sup>61</sup>.

### 2.12 Holiday allowance

The employee is entitled to a holiday allowance. The holiday allowance is fixed by law and amounts to 8.33% of the annual salary including any allowances including (if applicable): personal allowance, workplace / Windward allowance, Saba and Statia allowance, and the equalisation allowance<sup>62</sup>.

The payment of the holiday allowance takes place (from 2019) in the month of May<sup>63</sup>. The allowance is calculated on the actual salary over the previous period from June up to and including May<sup>64</sup>. The allowance is accrued per month in which the employee received salary.

Upon the demise of the employee, the payment of the holiday allowance takes place in a specific order to<sup>65</sup>:

1. The widow or widower;
2. The minor children, including foster children who were being cared for as if they were one of their own, without any obligation to do so or compensation for this;
3. Those who were wholly or largely dependent on the salary of the deceased employee;

<sup>60</sup> Section 3 Subsection 1 of the Child, Breadwinner and Secondment Allowance Regulations and Section 11 Subsection 2 of the Remuneration Decree 2019.

<sup>61</sup> Section 3 Subsection 2 of the Child, Breadwinner and Secondment Allowance Regulations and Section 11 Subsection 3 of the Remuneration Decree 2019.

<sup>62</sup> Section 36a Subsection 1 of the BES Civil Servants (Legal Status) Decree.

<sup>63</sup> Section 2.4.2. of the Employment Conditions Agreement Teaching Staff 2018-2020.

<sup>64</sup> Section 36a Subsection 2 of the BES Civil Servants (Legal Status) Decree.

<sup>65</sup> Section 36a Subsection 4 of the BES Civil Servants (Legal Status) Decree.

4. If the deceased employee leaves no persons as described under 1, 2 or 3 behind, all or part of the holiday allowance is used for the funeral expenses to the extent that the estate of the deceased employee cannot cover these expenses.

### 2.13 End-of-year allowance

The employee is entitled to an end-of-year bonus. With effect from the year 2018, the end-of-year bonus is paid in November<sup>66</sup>. This was previously in December. The advanced payment was agreed in the Employment Conditions Agreement 2018-2020 and is also enshrined in the Remuneration Decree 2019<sup>67</sup>.

The end-of-year bonus is calculated over the entire calendar year and amounts to a percentage of the salary plus possibly the Saba and St. Eustatius allowance and the transitional allowance for Bonaire. The end-of-year allowance amounts to a minimum of USD 1,500. The percentages are as follows<sup>68</sup>:

Year	Percentage of the salary
2018	5
2019	6
2020	7
2023	8.33

For the employee who has not yet been employed for the whole year, the end-of-year bonus is calculated proportionally<sup>69</sup>. In case of dismissal of the employee, the end-of-year bonus is paid in the last month in which the employee is working<sup>70</sup>. In addition, the end-of-year bonus is calculated in proportion to the scope of the employment.

## Chapter 3: Non-salary related allowances, overtime, and on-call activities

### 3.1 Substitution allowance

An employee may be entrusted by the employer with the temporary substitution of activities to which another salary scale is attached, if this is necessary in the interest of the service. This substitution can take place both with release and without release from their own activities<sup>71</sup>. A substitution allowance is granted if the activities that are being substituted involve a significantly greater importance and a more extensive responsibility than the personal activities of the employee. The allowance is in addition to their own remuneration and amounts to the difference between their own remuneration and the

<sup>66</sup> Section 15 Subsection 1 of the Remuneration Decree 2019.

<sup>67</sup> Section 2.4.2. of the Employment Conditions Agreement Teaching Staff 2018-2020 and Section 15 Subsection 1 of the Remuneration Decree 2019.

<sup>68</sup> Section 15 Subsection 2 of the Remuneration Decree 2019.

<sup>69</sup> Article 2.4. of the Employment Conditions Agreement Teaching Staff: additional salary increase, and Section 15 Subsection 3 of the Remuneration Decree 2019.

<sup>70</sup> Section 15 Subsection 4 of the Remuneration Decree 2019.

<sup>71</sup> Section 24 Subsection 1 of the BES Civil Servants (Legal Status) Decree.

remuneration for their substituted activities including personal allowances<sup>72</sup>. To qualify for the substitution allowance, the employee must have substituted the activities for a minimum period: These are as follows:<sup>73</sup>

- 30 days or more uninterruptedly;
- In six months a total of 30 days or more;
- In 12 months a total of 60 days or more.

In the event of temporary substitution without release from their own activities, the employer may grant an allowance on top of the substitution allowance in special cases<sup>74</sup>.

A (periodic) increase in the remuneration during the substitution takes place in the own scale of the employee. The substitution allowance after the increase is then calculated as the difference between the remuneration after the increase and the remuneration the employee would have received if they had been granted an increase in remuneration in the higher scale of the substituted activities. The basis for the assessment of the employee during the substitution are the substituted activities<sup>75</sup>.

A substitution allowance is not provided when the employee is a substitute and this is a task that pertains to their position. There can be question of substitution if, for example, someone is ill or not in the Public Entity for an extended period.

### 3.2 Overtime

Overtime can be compensated in three ways: in time off, partially in time off and partially in cash, or completely in cash. There is only question of overtime if more is worked than the standard annual workload of 1,659 hours. In the event of part-time employment, the rules on overtime are not applicable. If additional hours are then worked, those hours are compensated at the prevailing hourly wage<sup>76</sup>.

In the following instances, an employee is not entitled to an overtime allowance<sup>77</sup>:

- If the employee receives a remuneration exceeding USD 2,702<sup>78</sup>;
- If the employee has a position or task that entails the regular performance of overtime.

If it is unavoidable for the interests of the service that the employee has to work longer hours, a period of less than 15 minutes immediately following the working time is not qualified as overtime<sup>79</sup>. Overtime of less than one hour but more than 30 minutes is qualified as a full hour<sup>80</sup>.

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<sup>72</sup> Section 24 Subsection 2 of the BES Civil Servants (Legal Status) Decree.

<sup>73</sup> Section 24 Subsection 2 under a, b, and c of the BES Civil Servants (Legal Status) Decree.

<sup>74</sup> Section 24 Subsection 3 of the BES Civil Servants (Legal Status) Decree.

<sup>75</sup> Section 24 Subsection 4 of the BES Civil Servants (Legal Status) Decree.

<sup>76</sup> Section 25 Subsection 3, Subsection 6 under a, under b, and under 1 and 2, Subsection 7 of the BES Civil Servants (Legal Status) Decree.

<sup>77</sup> Section 25 Subsection 8 of the BES Civil Servants (Legal Status) Decree.

<sup>78</sup> Section 25 Subsection 8 under a of the BES Civil Servants (Legal Status) Decree, Section 1 under d of the BES Remuneration Decree 1998, Section 1 of the BES Civil Servants (Remuneration) Regulations, and scale 9 grade 1 of Appendix 1 pertaining to Section 1 of the BES Civil Servants (Remuneration) Regulations.

<sup>79</sup> Section 25 Subsection 1 of the BES Civil Servants (Legal Status) Decree.

<sup>80</sup> Section 25 Subsection 10 of the BES Civil Servants (Legal Status) Decree.

For most of the employees, overtime is not meant to be structural<sup>81</sup>. In some positions or activities that involve structural overtime, these hours are not paid<sup>82</sup>.

The starting point is that overtime is fully compensated by time off. The time off is then equal to the number of hours of overtime and it is based on the number of hours of work in addition to the working hours set for the work period of a full-time employee<sup>83</sup>.

Time off for overtime should be granted by the employer as soon as possible. As a rule, no later than the calendar month following the performance of the overtime. This should take the requirements of the employee into account as much as possible<sup>84</sup>. If it is necessary for the interests of the service, overtime can be compensated partially or completely in time off and partially in cash or completely in cash<sup>85</sup>. Overtime in cash is paid taking into account the salary including the child allowance, special individual allowances, and the increments and personal allowances of a periodic nature<sup>86</sup>.

<b>Compensation for overtime in time off<sup>87</sup></b>	
<b>Number of overtime hours</b>	<b>Time of overtime</b>
<b>Number of overtime hours multiplied by 2</b>	Overtime on a day off, on a public holiday, and between six o'clock on Sunday morning and six o'clock on Monday morning;
<b>Number of overtime hours multiplied by 1.5</b>	Overtime performed at other times.
<b>Overtime compensation partially in time off and partially in cash<sup>88</sup></b>	
<b>Time of the overtime</b>	<b>Percentage of the hourly wage (based on the number of hours worked in addition to the working hours set for the work period of a full-time employee)</b>
<b>Overtime on a service-free day, on a public holiday, and between six o'clock on Sunday morning and six o'clock on Monday morning</b>	100%
<b>Overtime performed at other times</b>	50%
<b>Overtime compensation completely in cash<sup>89</sup></b>	
<b>Time of the overtime</b>	<b>Percentage of the hourly wage (based on the number of hours worked in addition to the working hours set for the work period of a full-time employee)</b>

<sup>81</sup> Section 25 Subsection 2 of the BES Civil Servants (Legal Status) Decree.  
<sup>82</sup> Section 25 Subsection 8 under c of the BES Civil Servants (Legal Status) Decree.  
<sup>83</sup> Section 25 Subsection 3 under a and b of the BES Civil Servants (Legal Status) Decree.  
<sup>84</sup> Section 25 Subsection 4 of the BES Civil Servants (Legal Status) Decree.  
<sup>85</sup> Section 25 Subsection 5 of the BES Civil Servants (Legal Status) Decree.  
<sup>86</sup> Section 25 Subsection 9 of the BES Civil Servants (Legal Status) Decree.  
<sup>87</sup> Section 25 Subsection 3 under a and b of the BES Civil Servants (Legal Status) Decree.  
<sup>88</sup> Section 25 Subsection 6 of the BES Civil Servants (Legal Status) Decree.  
<sup>89</sup> Section 25 Subsection 7 under 1 and 2 of the BES Civil Servants (Legal Status) Decree.

<b>Overtime on a service-free day, on a public holiday, and between six o'clock on Sunday morning and six o'clock on Monday morning</b>	200%
<b>Overtime performed at other times</b>	150%

### 3.3 Allowance for on-call activities

The employee who must be available outside their normal working hours in order to perform work on demand of the employer is entitled to compensation during the time they are available but are not actually working. The allowance is applicable to each hour for which the employee had to be available<sup>90</sup>. The level of this allowance is USD 1.76 per hour<sup>91</sup>.

If the employee has received the on-call allowance continuously for activities for at least two years and their remuneration is permanently reduced by at least USD 100 per month as a result of the termination or reduction of this allowance, they shall be entitled to a decreasing allowance<sup>92</sup>. The calculation base of the decreasing allowance is the average of the on-call allowance for the past two years, less the amount of the allowance that the employee receives after the reduction<sup>93</sup>. During the first year of the reduction, the allowance amounts to 75%, in the second year to 50%, and in the third year to 25% of the average allowance received over the previous two years<sup>94</sup>.

This phasing-out arrangement is not applicable if the remuneration is reduced because the employee is sick<sup>95</sup>.

### 3.4. Activities outside working hours

The employee who regularly works outside the normal working hours is entitled to an allowance in addition to their salary. The level of the allowance depends on the days worked outside the working hours and is as follows<sup>96</sup>:

<b>Period of activities</b>	<b>Allowance per hour in USD</b>
<b>Monday up to and including Friday between 0 and 6 o'clock and between 20 and 24 o'clock;</b>	2.62
<b>Saturdays and Sundays between 0 and 24 o'clock;</b>	5.23
<b>Public holidays between 0 and 24 o'clock</b>	10.44

<sup>90</sup> Section 25a Subsection 1 of the BES Civil Servants (Legal Status) Decree.

<sup>91</sup> Section 1 of the BES Consignment and TOD Civil Servants Regulations.

<sup>92</sup> Section 25c Subsection 1 BES Civil Servants (Legal Status) Decree.

<sup>93</sup> Section 25c Subsection 2 BES Civil Servants (Legal Status) Decree.

<sup>94</sup> Section 25c Subsection 3 BES Civil Servants (Legal Status) Decree.

<sup>95</sup> Section 25c Subsection 1 BES Civil Servants (Legal Status) Decree.

<sup>96</sup> Section 2 of the Consignment and TOD Civil Servants Regulations and Section 25b Subsection 1 under a, b, and c of the BES Civil Servants (Legal Status) Decree.

This scheme does not intend for the employee to work overtime. The allowance is intended for employees who work outside their usual hours. For example, the caretaker who has to be present until 22:00 o'clock once a week because the school is then open due to meetings.

### 3.5 Allowance for company emergency services

The employee who has been designated by the employer to also perform company emergency services receives an allowance for this if this task is performed adequately<sup>97</sup>. Company emergency services include<sup>98</sup>:

- The administration of first aid in case of accidents;
- The containment and suppression of fire and the mitigation of the consequences of accidents;
- In an emergency, the notification and evacuation of all employees and other persons in the building.

The level of the allowance for company emergency services is laid down in the BES Civil Servants (Legal Status) Decree<sup>99</sup> and amounts per year (or proportionally if necessary<sup>100</sup>) to:

Position	Amount per year in USD	Amount per year in USD from 01/01/2023
All-round emergency response officer	273	285.97
Team leader company emergency services	547	572.98
Head of company emergency services	820	858.95

After five years, and from then on every five years for as long as the employee also works as an emergency response officer, the emergency response officer receives an anniversary bonus of<sup>101</sup>:

Anniversary year	Anniversary allowance in USD	Amount per year in USD from 01/01/2023
Five years	450	471.38
Ten years	550	576.13
Fifteen years and every subsequent five years	655	686.11

Unlike the entitlements relating to overtime, company emergency services that are performed on the instructions of the employer as overtime are exclusively paid in cash.

<sup>97</sup> Section 25d Subsection 1 BES Civil Servants (Legal Status) Decree.  
<sup>98</sup> Section 25d Subsection 2 BES Civil Servants (Legal Status) Decree.  
<sup>99</sup> Section 25d Subsection 2 under a, b, and c of the BES Civil Servants (Legal Status) Decree.  
<sup>100</sup> Section 25d Subsection 4 BES Civil Servants (Legal Status) Decree.  
<sup>101</sup> Section 25d Subsection 5 under a, b, and c of the BES Civil Servants (Legal Status) Decree.

The allowance for this amounts to 125% of the hourly wage corresponding to the maximum salary of scale 7, i.e. USD 2,906<sup>102</sup>, of the remuneration scales laid down pursuant to Section 1 under d of the BES Remuneration Decree 1988<sup>103</sup>.

## Chapter 4: Holiday leave and special leave

Every employee is entitled to holidays and leave in case of sickness. During the holidays and during a certain period of sickness, the payment of the salary is also continued. On the official public holidays designated by regulations that fall on a working day for the employee, the employee also has time off on full pay. This chapter explains these entitlements. The entitlements relating to sickness and leave can be found in the following regulations:

- BES Civil Servants (Legal Status) Decree
- BES Civil Servants (Holidays and Release from Service) Decree
- BES Civil Servants (Public Holidays) Regulations
- Book 7a of the BES Civil Code

### 4.1 Official public holidays

The official public holidays<sup>104</sup> correspond in both civil service legislation and civil legislation and are as follows:

- New Year's Day (1 January);
- Good Friday;
- Easter Sunday and Monday;
- King's Day (27 April);
- Labour Day (1 May);
- Ascension Day;
- Whit Sunday;
- Koninkrijksdag, Dia di Reino, Kingdom Day (15 December);
- Christmas and Boxing Day (25 and 26 December).

There are also island-specific<sup>105</sup> official public holidays:

- Bonaire:
  - o Dia di Rincon (30 April);
  - o Dia di Himno y Bandera (6 September).
- St. Eustatius:
  - o Emancipation Day (1 July);
  - o Statia Day (16 November);
  - o The day after the carnival parade held on St. Eustatius.
- Saba:
  - o Saba Day (first Friday of December);
  - o The day after the carnival parade held on Saba.

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<sup>102</sup> Appendix 1 scale 7 grade 15 of the BES Civil Servants (Remuneration) Regulations.

<sup>103</sup> Section 25d Subsection 6 BES Civil Servants (Legal Status) Decree.

<sup>104</sup> Section 37 under j of the BES Civil Servants (Legal Status) Decree.

<sup>105</sup> Sections 1, 2, and 3 of the BES Civil Servants (Holidays) Regulations.

Whit Monday and Liberation Day were not designated as an official public holiday. However, it is stipulated that there is no teaching in secondary education on these days<sup>106</sup>.

If the public holiday falls on a weekend, the employee cannot take the day off on another day, with the exception of 1 May. If this public holiday is officially celebrated on the day, the employee is also free on that day.

## 4.2 Holiday leave

For the period 2022 up to and including 2025, it was determined that the summer holidays in Saba, St. Eustatius and Bonaire start and end at the same time as in the region in the European Netherlands where the summer holidays start and end first<sup>107</sup>. For the coming years this is as follows<sup>108</sup>:

- School year 2023-2024: 6 July up to and including 18 August 2024.
- School year 2024-2025: 5 July up to and including 17 August 2025.

Employees are entitled to paid holidays. The practice in the schools is that for staff the school holiday scheme is applied. This means that the board and the teaching support staff also have holiday leave during the school holidays. As discussed in section 1.4, board staff and teaching support staff without teaching-related duties have a shorter working week. To meet the standard annual workload, these employees must work 80 hours (40x2 hours) on an annual basis during school holidays. The BES Civil Servants (Holidays and Release from Service) Decree regulates other entitlements in terms of holidays. However, the standard annual workload is a specific scheme aimed at education, which means it takes precedence over the entitlements in the BES Civil Servants (Holidays and Release from Service) Decree. Also, the entitlements that derive from the standard annual workload are more favourable than what is regulated in terms of holidays in the BES Civil Servants (Holidays and Release from Service) Decree.

### Sickness during holiday leave

If an employee has been sick for one or more days during the holiday, the hours during the sickness for which leave was granted are considered to have not been taken. The employee should be able to show a medical certificate for this purpose. Sick leave is granted for the duration of the incapacity for work and the unused holiday hours are granted at another time. This also applies to employees who enjoy life-cycle leave<sup>109</sup>.

When an employee has not performed actual service for more than 30 days in a calendar year, holiday entitlements are reduced proportionally. For this purpose, it is not necessary for the number of days not worked to be consecutive. However, this is not applicable when service is not provided due to<sup>110</sup>:

- Granted holidays;
- Life-cycle leave;
- Sick leave;
- Leave on account of special circumstances on full pay;

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<sup>106</sup> Section 2.42 Subsection 1 under c of the Implementation (Secondary Education Act 2020) Decree.

<sup>107</sup> Section 10 of the School Holidays (Determination) Regulations.

<sup>108</sup> Section 6 of the School Holidays (Determination) Regulations.

<sup>109</sup> Section 9 Subsections 1, 2, and 3 of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>110</sup> Section 1 Subsection 1 of the BES Civil Servants (Holidays and Release from Service) Decree.

- Compensation in time off due to performed overtime.

If the time when the employee is not performing service extends over more than one calendar year then the holiday entitlements over the calendar years are reduced proportionally<sup>111</sup>. If a reduction in entitlements cannot be implemented because the employee has already used the leave hours or the leave hours are not sufficient for this purpose, then the reduction or further reduction will take place over the next calendar year<sup>112</sup>. The leave hours to which the employee is still entitled after the reduction are rounded up to whole hours if necessary<sup>113</sup>.

### Compensation of leave after demise of employee

If an employee passes away, then the employer pays out to the widow (widower) the hours of non-taken holiday hours, including the holiday hours saved for the life-phase leave<sup>114</sup>.

If the employee does not leave a widow or widower behind, payment is made to the minor (foster) children. If the deceased had no (foster) children, the payment is made to those who were completely or largely dependent on the remuneration of the deceased. If there are no (foster) children, all or part of the amount is used for the funeral expenses insofar as the estate of the deceased is not sufficient for this<sup>115</sup>.

### 4.3 Life-phase leave

Employees can save for life-cycle leave. Life-phase leave consists of holiday hours that are saved up and that are taken later on full pay. Taking life-phase leave can be combined with taking holiday hours<sup>116</sup>.

Taking life-phase leave must be done no later than three months before taking the leave. Where life-phase leave including any holidays totals more than four weeks, it must be requested no later than six months in advance. Applications to take life-phase leave can only be rejected if a compelling business organisational service interest does not allow the leave to be taken. The leave can be cancelled either in whole or in part by the employer if there are urgent reasons of service. Any damages incurred by the employee or their family as a result are compensated<sup>117</sup>.

### 4.4 Special leave

There are instances when the employer grants the employee paid leave due to special circumstances. This type of leave is called special leave or release from service due to special circumstances. The employer grants the leave unless interests of the service oppose it. The employee applies for the special leave orally or in writing<sup>118</sup>. The special leave can be divided into four different categories:

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<sup>111</sup> Section 10 Subsection 2 of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>112</sup> Section 10 Subsection 3 of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>113</sup> Section 10 Subsection 4 of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>114</sup> Section 16 Subsection 1 of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>115</sup> Section 16 Subsection 2 of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>116</sup> Section 8b Subsections 1 and 4 of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>117</sup> Section 8b Subsections 1, 2, 3, and 5 of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>118</sup> Section 26 Subsection 1 of the BES Civil Servants (Holidays and Release from Service) Decree.

1. Special leave regarding circumstances relating to love and suffering<sup>119</sup>;
2. Special leave in the event of a removal<sup>120</sup>;
3. Special leave due to public or statutory duties<sup>121</sup>;
4. Special leave in other instances.

### Special leave: love and suffering

Special leave is granted in the following instances<sup>122</sup>:

- On the day of application for a marriage licence;
- In case of marriage (four working days);
- On the day of the marriage of a family member or a relative up to and including the third degree<sup>123</sup>;
- In case of childbirth by the spouse (two working days);
- On the day of the church confirmation and First Holy Communion and also on that of the spouse, children, step-children or foster children;
- On the celebration of 10, 20, 30, and 40 years in service;
- On the celebration of the 25th and 40th wedding anniversary;
- On the celebration of the 25th, 40th, 50th, and 60th wedding anniversary of the parents, step-parents, in-laws, foster or grandparents;
- In case of serious sickness of the spouse, parents, step-parents, in-laws or foster parents, children, step-children or foster children. In this case, the special leave amounts to a maximum of 15 days. If this is not sufficient, the competent authority can grant additional special leave if there is reason to do so (see special leave in other instances);
- On the demise of the spouse, parents, step-parents, in-laws or foster parents (two working days);
- On the demise of grandparents, household members, and relatives and relatives up to and including the third degree (one day);
- On the days of an examination for a course with a legally recognised diploma and the day before taking the examination.

### Special leave in public law: removal

In addition, in certain instances, an employee is entitled to special leave when moving house. If an employee is getting married, has their own household, and moves within the island where the place of employment is, the employee is granted two days of special leave. If they move to an island other than the place of employment, the employee is

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<sup>119</sup> Section 26 Subsection 1 under I under a up to and including k of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>120</sup> Section 26 Subsection 1 under II under a and b of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>121</sup> Section 26 Subsection 1 under III under a and b of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>122</sup> Section 26 Subsection 1 under I under a up to and including k of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>123</sup> First degree: (adoptive) parents and (adoptive) children; second degree: grandparents, grandchildren, and siblings; third degree: great-grandparents, great-grandchildren, nieces and nephews (children of siblings), and uncles and aunts (brothers or sisters of the parents).

granted special leave both two days before and two days after arrival at the new place of employment<sup>124</sup>.

If the employee is not married, does not have their own household, and moves to another island, the employee is granted special leave one day before leaving for the new place of employment<sup>125</sup>.

### Special leave due to public or statutory duties

An employee can be granted time off from service on full pay due to public or statutory duties in which the employee has been appointed or designated and to the extent that such work cannot take place during free time<sup>126</sup>. An example of a public duty for which an employee can be granted special leave is the island council membership. Specific rules were drawn up for this purpose in Section 38 of the BES Civil Servants (Legal Status) Decree.

### Special leave in other instances

In other instances, leave for special circumstances can be granted if the competent authority considers it appropriate. The employee must submit a written request to the competent authority for this purpose. The leave can be allocated for a maximum of three months and can be spent abroad, either partially or fully<sup>127</sup>. For special leave in other instances, the competent authority must formally confirm it in writing if the leave exceeds 15 days<sup>128</sup>. Similarly, upon return of leave exceeding 15 days, the competent authority must also issue a formal written confirmation<sup>129</sup>.

The competent authority has the option to shorten leave granted for more than 30 days to 30 days. This can only be done when pressing reasons of the service interest require this. The competent authority must then indicate in writing to the employee why the leave is being shortened<sup>130</sup>. If the employee incurs (monetary) losses due to the shortening, this is compensated<sup>131</sup>.

During the leave, the employee is entitled to the full monthly pensionable income for the first month<sup>132</sup>. In the second and third months of the leave, the employee is entitled to 50% of the monthly pensionable income<sup>133</sup>. Changes in income that would have occurred without the leave, e.g. increments, also take place during the special leave<sup>134</sup>.

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<sup>124</sup> Section 26 Subsection 1 under II under a of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>125</sup> Section 26 Subsection 1 under II under b of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>126</sup> Section 26 Subsection 1 under II under a and b of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>127</sup> Section 29 Subsection 1 of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>128</sup> Section 29 Subsection 2 of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>129</sup> Section 29 Subsection 6 of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>130</sup> Section 29 Subsection 3 of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>131</sup> Section 29 Subsection 4 of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>132</sup> See chapter 2.1. for the components that pertain to the pensionable income.

<sup>133</sup> Section 29 Subsection 3 of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>134</sup> Section 29 Subsection 7 of the BES Civil Servants (Holidays and Release from Service) Decree.

## Special leave in Book 7a of the BES Civil Code

In special circumstances, the employee can be granted paid leave. This includes childbirth by the spouse and the demise of a house-mate or family member in the direct line unrestricted<sup>135</sup> or for a sibling<sup>136</sup>. The 'special circumstances' criterion has not been elaborated further in civil law. The scheme in the BES Civil Servants (Holidays and Release from Service) Decree is thus considerably broader and is applicable to education.

## Chapter 5: The medical examination and sick leave

Every employee is entitled to holidays and leave in case of sickness. During the holidays and during a certain period of sickness, the payment of the salary is also continued. On the official public holidays designated by regulations that fall on a working day for the employee, the employee also has time off on full pay. This chapter explains these entitlements. The entitlements relating to sickness and leave can be found in the following regulations:

- BES Civil Servants (Legal Status) Decree
- BES Civil Servants (Holidays and Release from Service) Decree
- BES Civil Servants (Public Holidays) Regulations
- Book 7a of the BES Civil Code

### 5.1 Medical examination

A medical examination is mandatory for all employees who commence employment. The examination is designed to assess as to whether the prospective employee is fit to do the job<sup>137</sup>. The examination is also required to be admitted as a scheme member of the Pension Fund Caribbean Netherlands (PCN)<sup>138</sup>. The examination must take place within six months of commencement of the employment, except in urgent cases. Then the employee is employed on a temporary basis for up to six months. The examination must take place during those six months<sup>139</sup>. Another exception is when six months or less elapse between the previous position with equivalent examination requirements and the current position. If the employee enters into another employment, then a new examination is only necessary if the examination requirements for the new employment are more severe or are deemed to be more severe than the previous employment of the employee<sup>140</sup>.

The employer is only told whether someone has been accepted or rejected and not the reason. It is important that the examination takes place before the employee has terminated their previous employment. Namely, an employee should not be put in a situation where they cannot build up a pension or lose their job if they have already started

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<sup>135</sup> This includes: parents, grandparents, great-grandparents and beyond, children, grandchildren, great-grandchildren and beyond.

<sup>136</sup> Section 1614c Subsection 4 of Book 7A of the BES Civil Code.

<sup>137</sup> Section 3 Subsection 1 under c of the BES Civil Servants (Legal Status) Decree.

<sup>138</sup> Section 6 Subsection 1 under a of the BES Pensions (Civil Servants) Act.

<sup>139</sup> Section 3 Subsection 2 of the BES Civil Servants (Legal Status) Decree.

<sup>140</sup> Section 6 Subsection 1 of the BES Civil Servants (Legal Status) Decree and Sections 6 and 7 of the BES Pensions (Civil Servants) Act.

working for the new employer. This applies both to employees from the islands and to (future) employees coming from outside the islands.

During the examination, the physician can ask questions about the health of the employee. The physician can only ask questions that are in the interest of the purpose of the examination. The physician informs the employee of the result of the examination as soon as possible<sup>141</sup>.

## 5.2 Sickness notification

Employees who are unable to work due to sickness are entitled to leave until the employee has recovered<sup>142</sup>. On the first day of sickness, the employee contacts the supervisor by telephone as soon as possible<sup>143</sup>. A sickness notification via email, voice-mail or SMS/WhatsApp etc. is not accepted. Not answering the telephone or not coming to the consultation with the company doctor without a valid reason may result in unauthorised absenteeism. The supervisor passes the sickness notification to the occupational health and safety service.

The employer can ask the employee for a medical certificate or request to be examined by a physician. When sick for more than three consecutive days, the employee is required to send a medical certificate to the employer<sup>144</sup>. Sick leave for more than 30 days is granted by the employer only when a medical certificate from a physician appointed by the employer states that the employee is unable to work due to sickness. Where a stay abroad is necessary, the place of stay and mode of travel are specified<sup>145</sup>. In case of sick leave of three months or more, the employee cannot return to work until they have a medical certificate to do so<sup>146</sup>. Moreover, a formal written confirmation is required from the employer when an employee returns to work after having been sick for more than 30 days. In case of sickness abroad, this formal written confirmation from the employer is required regardless of the duration of the sickness.<sup>147</sup>

The company doctor determines to what extent the employee is fit (unfit) for work. The opinion of the physician in this regard is decisive and not that of their own general practitioner or specialist, for example. If the person reporting sick works on St. Eustatius or Saba, the consultation with the company doctor is by telephone or video conference, unless the company doctor is present on those islands during that period.

## 5.3 Sick leave and continued payment of the income

The entitlement to sick leave can last up to four years for an employee in permanent employment and up to one year for an employee in temporary employment. Sick leave is initially granted for up to six months and then extended for up to six months each time if necessary<sup>148</sup>.

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<sup>141</sup> Section 4 Subsection 1 of the BES Civil Servants (Legal Status) Decree.

<sup>142</sup> Section 33 Subsection 1 of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>143</sup> Section 31 Subsection 1 of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>144</sup> Section 33 Subsections 2 and 3 of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>145</sup> Section 33 Subsection 4 of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>146</sup> Section 36 Subsection 1 of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>147</sup> Section 37 of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>148</sup> Section 31 Subsections 1, 2, and 3 of the BES Civil Servants (Holidays and Release from Service) Decree.

The continued payment of the salary of an employee in permanent employment during sick leave depends on the duration of the sickness:

- First two years of sickness: the employee receives the full salary;
- Third year of sickness: the employee receives 90% of the salary;
- Fourth year of sickness: employee receives 80% of the salary<sup>149</sup>.

An employee in temporary service receives the full salary during sick leave for up to one year<sup>150</sup>.

With regard to the salary, after 30 days of sick leave, the special individual allowances that an employee receives for the reimbursement of expenses are no longer included in the income<sup>151</sup>. After the month of sickness, the employee therefore no longer receives these special individual expenses allowances. Examples of these special individual allowances are the substitution allowance, the child allowance, and the secondment allowance.

### Sick leave BES Civil Code

Under civil law, the employee is entitled to continued payment of the salary for 'a relatively short time'. The law does not specify exactly how long this is. Continued payment of the salary does not take place when the sickness is the result of an accident caused intentionally by the employee or is due to a physical defect about which the employee did not inform the employer at the time of the application<sup>152</sup>. If the employee receives money due to a sickness or accident scheme, or due to insurance taken out as a condition of the employment agreement, the salary is reduced by the amount of the benefit<sup>153</sup>. This scheme is considerably worse for employees than the scheme for teaching staff. For teaching staff, schools are required to apply the provisions set forth in the BES Civil Servants (Holidays and Release from Service) Decree, as explained above. The funding of the schools is also aligned with this.

### 5.4 Discontinuation of continued payment of the salary in case of sickness

Continued payment of the income at the time of sickness can be discontinued if<sup>154</sup>:

- The employee refuses a medical examination or fails to appear at the consultation of the company doctor for which the employee was called without a valid reason;
- The employee does not seek treatment from a physician without good reason or does not follow the instructions of the attending physician. An exception to this are treatments of a surgical nature;
- If the employee behaves in a way that impedes or delays the recovery;
- If the employee performs work for themselves or for another person during the sickness notification, unless the physician considers this to be in the interest of the recovery;

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<sup>149</sup> Section 31 Subsection 4 under I under a, b, and c of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>150</sup> Section 31 Subsection 4 under II of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>151</sup> Section 4 and Section 31 Subsection 5 of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>152</sup> Section 1614c Subsection 1 of Book 7A of the BES Civil Code.

<sup>153</sup> Section 1614c Subsection 2 of Book 7A of the BES Civil Code.

<sup>154</sup> Section 31b Subsection 1 of the BES Civil Servants (Holidays and Release from Service) Decree.

- The employee does not resume work at the time and to the extent specified by the company doctor, unless the employee has a valid reason.

## 5.5 Doctor's visit

Visits to the general practitioner, specialist, dentist etc. shall be scheduled as much as possible in coordination with the immediate supervisor. Supporting evidence, e.g. an appointment card, of the appointment made may be requested.

## 5.6 Occupational health and safety service

An occupational health and safety service is used for expert support on health and safety policy and sickness absenteeism policy. The occupational health and safety service supports in the prevention and management of sickness absenteeism and provides for the appointment examinations. You can ask your school board which occupational health and safety service has been contracted.

## 5.7 Pregnancy and maternity leave

Employees expecting a child or having just given birth are entitled to relevant leave: pregnancy and maternity leave. Both public law, in the BES Civil Servants (Holidays and Release from Service) Decree, and civil law in the Caribbean Netherlands, Book 7a of the BES Civil Code and the BES Labour Act 2000, provide rules for this. When these entitlements are not the same, the rule is that the highest entitlement, or best entitlement for the employee, prevails.

### Pregnancy and maternity leave from the BES Civil Servants (Holidays and Release from Service) Decree

The female employee is entitled to pregnancy and maternity leave on full pay. The pregnancy leave starts from six weeks before the presumed date of delivery and lasts up to and including the delivery. The presumed date of delivery is indicated in a written statement from the physician or the midwife. If the date of delivery is later than the due date, maternity leave lasts until the date of delivery. the pregnancy leave starts no later than four weeks before the due date of the delivery.<sup>155</sup> This also applies to multiple pregnancies.

After the delivery, the female employee is entitled to 10 weeks of maternity leave. This takes effect from the day after the delivery and is increased by the number of days that the pregnancy leave has been less than six weeks<sup>156</sup>. This also applies to multiple pregnancies.

### Pregnancy and maternity leave in Book 7a of the BES Civil Code

In the event of a multiple pregnancy, the employee is entitled to 10 weeks of pregnancy leave before the due date under the BES Civil Code. In the event of a multiple pregnancy, the pregnancy leave may start no later than eight weeks before the due date<sup>157</sup>. This

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<sup>155</sup> Section 37a Subsections 1 and 2 of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>156</sup> Section 37a Subsection 3 of the BES Civil Servants (Holidays and Release from Service) Decree.

<sup>157</sup> Section 1614ca Subsection 2 of Book 7A of the BES Civil Code.

entitlement exceeds that from the BES Civil Servants (Holidays and Release from Service) Decree.

**5.8 Workload resources**

Structural funds have been made available for both primary and secondary education with the aim of easing the workload.

In the European Netherlands, the trade unions, the PO Council, and the Cabinet reached an agreement on 9 February 2018 to reduce the workload in primary education. This measure has also been implemented in primary education in the Caribbean Netherlands<sup>158</sup>. The funding for human resources and labour market policy, as described in Section 66 of the BES Primary Education Act, arrives at USD 310.19 per student in 2024.

How the resources for the reduction of the workload in primary education are deployed is determined per school. This must take place in consultation with the representatives of the staff (staff section) of the participation council (PMR). The school board prepares a spending plan based on the discussion with the (representation of) teachers and in consultation with the school leader. Ultimately, it falls under the responsibility of the school board that the money is deployed for the reduction of the workload<sup>159</sup>.

Similarly, funds have been made available for secondary education, including the senior secondary vocational education (MBO) section, in order to ease the workload. Also in secondary education, including the senior secondary vocational education (MBO) section, the deployment of these funds is determined per school. The board must consult the participation council on this. The expenditure of the workload funds must be accounted for in the annual report<sup>160</sup>. The amounts for the reduction of the workload in secondary education are as follows<sup>161</sup>:

<b>Public Entity</b>	<b>Amount in USD per pupil/student/BOL student/BBL student</b>
<b>Bonaire (pupil/student)</b>	478.17
<b>Bonaire (BOL student)</b>	478.17
<b>Bonaire (BBL student)</b>	286.90
<b>Saba (pupil)</b>	650.32
<b>St. Eustatius (pupil)</b>	650.32

<sup>158</sup> Article 2.4.4. of the Employment Conditions Agreement Teaching Staff 2018-2020.  
<sup>159</sup> Section 2.4.4. of the Employment Conditions Agreement Teaching Staff 2018-2020.  
<sup>160</sup> Article 5 paragraphs 1 and 2 of the Addendum to the Employment Conditions Agreement Teaching Staff 2021-2023 on the resources from the Education Agreement.  
<sup>161</sup> Section 3 Subsections 4 and 5 of the Additional Funding Workload Reduction (Secondary Education) Regulations (version that took effect on 1 January 2024).

# Chapter 6: Training and professional development

Various entitlements are regulated in legislation and regulations regarding training and professional development. The entitlements for the participation in training or studies depend on who takes the initiative, the employer or the employee.

## 6.1 Training initiative of the employer

An employee can be required to attend training. The employer can only require this when it is in the interest of the service and to the extent that it is reasonable. The study facilities are granted by the employer if the employee is required to participate in a training<sup>162</sup>.

These study facilities include<sup>163</sup>:

- Complete reimbursement of the training expenses, including:
  - o Examination fees;
  - o Costs for books;
  - o Necessary travelling and subsistence expenses.
- Leave on full pay to:
  - o Follow classes and internships that are inextricably related to the training;
  - o The day before, the day of, and the day after an examination.

An employee working full-time may be required by the employer to take (part of) the training abroad or in the European Netherlands. This is only allowed if this is no longer than six months. An employee working part-time is not required to a training (component) abroad or in the European Netherlands. If the employee does agree to this then they are appointed to full working hours for the duration of the training.<sup>164</sup>

The employee who terminates the training early or fails to pass the training is required to repay all or part of the reimbursement for the training costs if the termination or failure to pass the training is attributable to a fault of the employee or is caused by the employee<sup>165</sup>. The employee who resigns during the training is also required to repay all or part of the compensation for the training expenses. Exceptions to this are: when the employee is entitled to redundancy pay, an incapacity benefit or old-age pension following their dismissal<sup>166</sup>.

## 6.2 Training initiative of the employee

An employee who pursues a training on their own initiative can under certain conditions receive compensation from the employer for this. If the employer considers that the

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<sup>162</sup> Section 72a of the BES Civil Servants (Legal Status) Decree.

<sup>163</sup> Section 72c Subsections 1 and 2 of the BES Civil Servants (Legal Status) Decree.

<sup>164</sup> Section 72b Subsections 1 and 2 of the BES Civil Servants (Legal Status) Decree.

<sup>165</sup> Section 72e under a of the BES Civil Servants (Legal Status) Decree.

<sup>166</sup> Section 72e under b of the BES Civil Servants (Legal Status) Decree.

training makes a contribution to the job performance or the next step in the career, the employee is entitled to leave on full pay to<sup>167</sup>:

- Follow classes and internships that are inextricably related to the training; This is for a maximum of one day per week;
- The day before and the day after the examination.

The employee is entitled to reimbursement of 35% of the training costs when the training has been completed. If the employer considers that the training is of great importance to the work or the next step in the career, the compensation amounts to 75%. The training costs include, inter alia<sup>168</sup>:

- Examination fees;
- Costs for books;
- Necessary travelling and subsistence expenses

If the employee resigns within a year and a half of completion of the training, if they have been reimbursed 35% of the training costs, they must repay this reimbursement. In the event of a reimbursement of 75% of the training costs, the employee must repay it if they resign within three years of completion of the training<sup>169</sup>. An exception to this is: when the employee is entitled to redundancy pay, an incapacity benefit or old-age pension following their dismissal.

If the resignation is taken earlier than one and a half years or within three years after completion of the training, the repayment obligation per month amounts to 1/18<sup>th</sup> part of the 35% compensation received and 1/36<sup>th</sup> part of the 75% compensation received<sup>170</sup>.

### 6.3 Teacher bursary

Under certain conditions, the Teacher Bursary can be claimed through the Education Implementation Agency (DUO). With the Teacher Bursary, costs can be reimbursed for attending a bachelor's or master's programme, post-initial master's programme or a pre-master's or bridging programme prior to a university master's programme. Information is available at: <https://www.duo.nl/particulier/lerarenbeurs/>.

There are also other schemes at DUO that may be able to contribute to fund a training. This differs per situation. A scheme tool that can be consulted for this purpose is available at: <https://www.duo.nl/particulier/regelingen-voor-leraren.jsp>.

### 6.4 Professionalisation resources

From the Education Agreement, a budget was made available to keep the professionalism, knowledge, and skills of teachers in primary and secondary education, including the senior secondary vocational education (MBO) section, at the required level. These professionalisation resources must be deployed for the improvement of the professional skills of teachers and can, for instance, be used for enabling (inter)national exchanges with other schools. In this regard, it is important that these exchanges have the objective of improving the quality of education in the basic skills. The budget for professionalisation is

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<sup>167</sup> Section 72d Subsection 1 BES Civil Servants (Legal Status) Decree.

<sup>168</sup> Section 72d Subsections 2 and 3 of the BES Civil Servants (Legal Status) Decree.

<sup>169</sup> Section 76f Subsection 1 BES Civil Servants (Legal Status) Decree.

<sup>170</sup> Section 76f Subsection 2 BES Civil Servants (Legal Status) Decree.

based on an average of 16 hours of professionalisation space per teacher per school year. This budget is based on the wage bill for 2021. For the expenditure of the funds, the employer must consult with the participation council and give account in the annual report<sup>171</sup>.

In Addendum II to the Employment Conditions Agreement 2018-2020 on covenant additional funds for workload reduction and shortages of teaching staff, funds were also made available for individual training. From 2021, an additional amount of USD 100 per employee in proportion to the working time factor is made available. On the expenditure of these funds, the employer must report in outline to the employee participation body<sup>172</sup>.

**6.5 Training and development allowance**

A labour market allowance has been made available from the National Education Programme for teaching and teaching support staff in primary and secondary education. In the European Netherlands, this allowance is intended for staff at the 15% of schools with the highest deprivation scores. The indicator used for this purpose are the deprivation scores published by Statistics Netherlands (CBS) and are only available for the European Netherlands. Therefore, for the Caribbean Netherlands, another expenditure had to be found. The addendum to the Employment Conditions Agreement 2021-2023 on allowance for training and development, employee participation facilities of 10 March 2022 stipulates that these funds are deployed for training and development made necessary because of Covid-19<sup>173</sup>. Unlike in the European Netherlands, where only 15% of schools qualify for these additional funds, all schools in the Caribbean Netherlands receive additional funds for the training and development allowance.

The amounts for the training and development allowance in primary education for 2022-2023 are as follows:

<b>Funding training and development allowance primary education school year 2022-2023<sup>174</sup></b>	
<b>Island</b>	<b>Amount in USD per pupil</b>
<b>Bonaire</b>	Approximately 175
<b>Saba</b>	Approximately 205
<b>St. Eustatius</b>	Approximately 205

The amounts for the training and development allowance in secondary education for the school year 2022-2023 are as follows:

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<sup>171</sup> Article 6 paragraphs 1, 2, 3, and 4 of the Employment Conditions Agreement Teaching Staff 2021-2023 on the resources from the Education Agreement.  
<sup>172</sup> Article 2 of Addendum II to the Employment Conditions Agreement 2018-2020 on covenant additional funds for workload reduction and shortages of teaching staff.  
<sup>173</sup> Article 3 of the Addendum to the Employment Conditions Agreement Teaching Staff 2021-2023.  
<sup>174</sup> The training and development allowance is in a transition from the National Education Programme (NPO) to the mainstream funding. In 2023, the training and development is still disbursed through a separate payment as additional funding. For more information on the budget for the training and development allowance, please refer to: [Additional funding for schools in the Caribbean Netherlands in the school year 2022-2023 | Foundational education | National Education Programme \(nponderwijs.nl\)](#).

Funding training and development allowance secondary education school year 2022-2023 <sup>175</sup>	
Island	Amount in USD per pupil
Bonaire	89.77
Saba	104.13
St. Eustatius	104.13

The amounts for the training and development allowance in primary education for 2023-2024 are as follows:

Funding training and development allowance primary education 2023-2024	
Island	Amount in USD per pupil
Bonaire	Approximately 85
Saba	Approximately 98
St. Eustatius	Approximately 98

The amounts for the training and development allowance in secondary education for the school year 2023-2024 are as follows:

Funding training and development allowance secondary education 2023-2024 <sup>176</sup>	
Island	Amount in USD per pupil/student
Bonaire	Approximately 80
Saba	Approximately 93
St. Eustatius	Approximately 93

## Chapter 7: Travelling, subsistence, and removal allowance

### 7.1 Travelling allowance

Employees are entitled to reimbursement of travelling and subsistence expenses on service trips<sup>177</sup>. Service trips take place on behalf of the employer. The employee is required to accept the assignment<sup>178</sup>. The start of the service trip is determined by the employer<sup>179</sup>. Only actual costs are in principle reimbursed. The employee must provide documentary

<sup>175</sup> For 2024, for primary education, the training and development allowance is provided once more via a separate payment as additional funding. From 2025, these funds are structurally included in the basic funding of primary schools.

<sup>176</sup> From 2024, the training and development allowance is structurally included in the basic funding of secondary education.

<sup>177</sup> Section 67 Subsection 1 of the BES Civil Servants (Legal Status) Decree.

<sup>178</sup> Section 67 Subsection 2 of the BES Civil Servants (Legal Status) Decree.

<sup>179</sup> Section 16 Subsection 1 under a of the Remuneration Decree 2019 and Section 2 Subsection 1 of the BES Civil Servants Travelling Scheme.

evidence for this, unless there is question of a fixed allowance. Reimbursements must be claimed within three months of the month in which the expense was incurred<sup>180</sup>.

Travelling expenses by boat or other means of public transport incurred in connection with the service trip for the use of means of transport designated for that purpose by the competent authority are reimbursed in accordance with the submitted documentary evidence. In the event that the employee has to use a plane, the costs of airport charges are also reimbursed<sup>181</sup>.

It is possible for the employee to stay at the destination for private purposes for up to 72 additional hours if the work permits this. To this end, the employee must submit a written request to the employer. The employer then decides as to whether this request is approved or not. If the additional time spent by the employee at the destination are working hours, the number of holiday hours is reduced accordingly. The other costs associated with the extension of the service trip and the stay are at the expense of the employee. Any savings resulting from the extension inure to the benefit of the employer<sup>182</sup>.

For a service trip exceeding 30 days within the Caribbean Netherlands, the employee is entitled to travel to their place of employment once a month at the expense of the employer<sup>183</sup>.

**Rules and reimbursements per means of transport**

*Personal vehicle*

If a private vehicle is being used for the service trip, for example to get to the airport or boat, the employee is entitled to a kilometre allowance. This allowance amounts to USD 0.37 per kilometre travelled<sup>184</sup>.

Distance	Amount in USD
Per kilometre	0.37

*Airplane*

In addition to the travelling expenses, airport charges are also reimbursed<sup>185</sup>. The competent authority should provide tickets in economy class or, if available, in economy comfort class<sup>186</sup>.

<sup>180</sup> Section 16 Subsection 9 under a of the Remuneration Decree 2019 and Section 13 Subsection 1 of the BES Civil Servants Travelling Scheme.

<sup>181</sup> Section 16 Subsection 2 under a of the Remuneration Decree 2019 and Section 3 Subsection 1 of the BES Civil Servants Travelling Scheme.

<sup>182</sup> Section 16 Subsection 1 under b of the Remuneration Decree 2019 and Section 2 Subsection 2 of the BES Civil Servants Travelling Scheme.

<sup>183</sup> Section 16 Subsection 2 under o of the Remuneration Decree 2019 and Section 6 of the BES Civil Servants Travelling Scheme.

<sup>184</sup> Section 16 Subsection 2 under n of the Remuneration Decree 2019 and Section 5 of the BES Civil Servants Travelling Scheme.

<sup>185</sup> Section 16 Subsection 2 under a of the Remuneration Decree 2019 and Section 3 Subsection 1 of the BES Civil Servants Travelling Scheme.

<sup>186</sup> Section 16 Subsection 2 under d of the Remuneration Decree 2019 and Section 3 Subsection 4 of the BES Civil Servants Travelling Scheme.

Travelling in business class is allowed if the employee pays the additional costs for this. The employer reimburses a business class ticket when it considers that this is justified due to medical reasons of the employee or due to special circumstances<sup>187</sup>. The employer can reimburse the use of the business lounge on its own initiative or following a reasoned request from the employee. The employer reimburses these costs when special reasons give rise to the relevant use<sup>188</sup>.

After a flight with a flying time of more than six hours, the employee is entitled to 12 hours of rest before resuming their activities. If these 12 hours are working hours, holiday hours are not reduced by these hours<sup>189</sup>. If the employer reimburses a business class ticket, the employee is not entitled to 12 hours of rest<sup>190</sup>.

Flexible tickets are only reimbursed if the employee has submitted a written and reasoned request for this in advance prior to the commencement of the service trip<sup>191</sup>.

If the employee is delayed during the service trip and can receive compensation for this, this compensation inures to the benefit of the employer. The employee cooperates with the employer in claiming this compensation<sup>192</sup>.

### *Train*

The travelling expenses are reimbursed. The employee can travel in first class and the use of a high-speed train is allowed for international travel<sup>193</sup>.

### *Hired vehicle or taxi*

The employer decides as to whether the employee can use a hired means of transport or a taxi. If the employer gives permission for this then the costs are reimbursed<sup>194</sup>. For a hired means of transport, only the costs for the use of a means of transport of the lowest category are reimbursed, unless the employer considers it necessary to hire a means of transport of a higher category because of the accompanying persons or special luggage<sup>195</sup>.

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<sup>187</sup> Section 16 Subsection 2 under e of the Remuneration Decree 2019 and Section 3 Subsection 5 of the BES Civil Servants Travelling Scheme.

<sup>188</sup> Section 16 Subsection 2 under h of the Remuneration Decree 2019 and Section 3 Subsection 8 of the BES Civil Servants Travelling Scheme.

<sup>189</sup> Section 16 Subsection 2 under f of the Remuneration Decree 2019 and Section 3 Subsection 6 of the BES Civil Servants Travelling Scheme.

<sup>190</sup> Section 16 Subsection 2 under g of the Remuneration Decree 2019 and Section 3 Subsection 7 of the BES Civil Servants Travelling Scheme.

<sup>191</sup> Section 16 Subsection 2 under i of the Remuneration Decree 2019 and Section 3 Subsection 9 of the BES Civil Servants Travelling Scheme.

<sup>192</sup> Section 16 Subsection 2 under j of the Remuneration Decree 2019 and Section 3 of the BES Civil Servants Travelling Scheme.

<sup>193</sup> Section 16 Subsection 2 under b of the Remuneration Decree 2019 and Section 3 Subsection 2 of the BES Civil Servants Travelling Scheme.

<sup>194</sup> Section 16 Subsection 2 under l of the Remuneration Decree 2019 and Section 4 Subsection 1 of the BES Civil Servants Travelling Scheme.

<sup>195</sup> Section 16 Subsection 2 under m of the Remuneration Decree 2019 and Section 4 Subsection 2 of the BES Civil Servants Travelling Scheme.

## 7.2 Subsistence allowance

Employees are not only reimbursed for transport costs during service trips, but also receive reimbursement for subsistence expenses. This allowance makes a difference in the destination of the service trip. There is a different allowance for subsistence expenses in locations other than the European part of the Netherlands. This allowance is based on the price list<sup>196</sup>. The price list elaborates the subsistence expenses for each country. The price is available in [Appendix 1 pertaining to Section 3 Subsection 1 of the Travelling Abroad Scheme](#). The amounts of the price list are in euros and should be converted into US dollars using the exchange rate set by the European Central Bank<sup>197</sup>. Reimbursements must be claimed within three months of the month in which the expense was incurred<sup>198</sup>. The subsistence allowance for service trips to the European part of the Netherlands and other locations is as follows<sup>199</sup>:

	<b>Subsistence expenses in USD European part of the Netherlands</b>	<b>Subsistence expenses in USD other service trips</b>
<b>Hour component</b>	USD 1.74 for each hour that the service trip lasts	1.5% of the amount for other costs, as included in the price list, for each hour of the service trip
<b>Accommodation component</b>	Maximum of USD 145 per night	Maximum of the relevant amount included in the price list
<b>Breakfast component</b>	USD 13.92 for each period between 6:00 and 8:00 o'clock that falls within the service trip	12% of the amount for other costs, as included in the price list, for each period between 6:00 and 8:00 that falls within the service trip
<b>Lunch component</b>	USD 23.20 for each period between 12:00 and 14:00 o'clock that falls within the service trip	20% of the amount for other costs, as included in the price list, for each period between 12:00 and 14:00 that falls within the service trip
<b>Dinner component</b>	USD 37.12 for each period between 18:00 and 21:00 o'clock that falls within the service trip	32% of the amount for other costs, as included in the price list, for each period between 18:00 and 21:00 that falls within the service trip

<sup>196</sup> Appendix 1 pertaining to Section 3 Subsection 1 of the Travelling Abroad Scheme.

<sup>197</sup> Section 16 Subsection 4 under b of the Remuneration Decree 2019 and Section 8 Subsection 2 of the BES Civil Servants Travelling Scheme.

<sup>198</sup> Section 16 Subsection 9 under a of the Remuneration Decree 2019 and Section 13 Subsection 1 of the BES Civil Servants Travelling Scheme.

<sup>199</sup> Section 16 Subsection 4 under a under 1, 2, 3, 4, 5, and under c under 1, 2, 3, 4, and 5 of the Remuneration Decree 2019 and Section 8 Subsection 1 under a, b, c, d, and e, and Subsection 3 under a, b, c, d, and e of the BES Civil Servants Travelling Scheme.

Reimbursements for meals are only given when the employee has incurred expenses for this purpose at a thereto-designated venue<sup>200</sup>. When an employee has the opportunity to get or buy a meal from a government agency, e.g. the Central Government, a Caribbean Dutch or European Dutch government agency or a training institute, the employee must do so unless this is not possible for good reasons. When the possibility exists to receive meals free of charge at a government institution, the employee does not receive compensation according to the breakfast, lunch, and dinner component<sup>201</sup>.

### Subsistence expenses for a service trip exceeding 30 days within the Caribbean part of the Netherlands

In the event of service trips exceeding 30 days taking place within the Caribbean part of the Netherlands, the employee is entitled to furnished accommodation at the place of destination. The employer reimburses rent, water, electricity, and internet for this purpose. The employee provided with furnished accommodation is reimbursed USD 55.00 per day and cannot claim the subsistence allowance as discussed directly in section 7.2<sup>202</sup>.

### Wardrobe expenses

The employee is also entitled to a 50% allowance for the purchase of winter clothing if this is necessary according to the employer. Per calendar year, the maximum reimbursement for this amounts to USD 252.10<sup>203</sup>.

### Compensation in case of loss, theft or damage of luggage

In the event of loss, theft or damage of necessary luggage during the service trip, the employer can provide compensation up to a maximum of USD 2,268.80 per service trip. To this end, the employee must be able to substantiate the loss, theft or damage<sup>204</sup>.

## 7.3 Removal allowance

In certain instances, the employee is entitled to a removal allowance. This is regulated in the BES Civil Servants Removal Expenses Scheme and in the applicable Remuneration Decree 2019. The employee receives a removal allowance if they are transferred to another place of employment or have to move for their place of employment<sup>205</sup>. The employee must provide documentary evidence for the reimbursement of expenses<sup>206</sup>. If necessary, half of the (unavoidable) costs of a temporary stay for the employee and their family are also reimbursed. This refers to the costs of overnight stays in a Public Entity that is not the old

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<sup>200</sup> Section 16 Subsection 4 under d of the Remuneration Decree 2019 and Section 8 Subsection 4 of the BES Civil Servants Travelling Scheme.

<sup>201</sup> Section 16 Subsection 4 under e of the Remuneration Decree 2019 and Section 8 Subsection 5 of the BES Civil Servants Travelling Scheme.

<sup>202</sup> Section 16 Subsection 6 under a and b of the Remuneration Decree 2019 and Section 10 Subsections 1 and 2 of the BES Civil Servants Travelling Scheme.

<sup>203</sup> Section 16 Subsection 5 of the Remuneration Decree 2019 and Section 9 of the BES Civil Servants Travelling Scheme.

<sup>204</sup> Section 16 Subsection 8 of the Remuneration Decree 2019 and Section 12 of the BES Civil Servants Travelling Scheme.

<sup>205</sup> Sections 66 and 68 of the BES Civil Servants (Legal Status) Decree.

<sup>206</sup> Section 17 Subsection 5 of the Remuneration Decree 2019 and Section 4 Subsection 1 under a and b and Section 5 of the BES Civil Servants Removal Expenses Scheme.

or new place of employment of the employee<sup>207</sup>. It also covers the costs of overnight stays at the old or new place of employment, for up to seven days<sup>208</sup>. In terms of these costs, they are only reimbursed when the employee and/or their family temporarily need to stay somewhere else due to preparations for the removal<sup>209</sup>.

The removal allowance is not only applicable to active employees but also to<sup>210</sup>:

- Non-active employees, employees receiving a redundancy allowance, employees retired or honourably discharged and moving to another Public Entity, Curaçao, St. Maarten or Aruba within three months of the cessation of their activities;
- Non-active employees or employees on redundancy pay who return to work for their employer from their place of residence;
- The family of a deceased employee moving to another Public Entity, Curaçao, St. Maarten or Aruba within three months of the demise.
- Persons who provide commissioned services, and therefore are not employed by the organisation, having been equated by the employer with the employees of the organisation<sup>211</sup>.

It is also possible for the family of the employee to temporarily stay in the home near the former place of employment and then later move to the place of the new position of the employee. The cost of both removals are then reimbursed provided the family follows within one year. The total expenses of both removals combined cannot be more than if the family had moved at the same time as the employee<sup>212</sup>.

The following expenses are covered by the removal allowance<sup>213</sup>:

- Costs necessary to transfer persons and goods to and from the means of transport at the place of departure and in that of destination;
- The costs of the means of transport if it is not provided by the employer and the relevant costs have been approved;
- Costs for the packing and unpacking of the removal items;
- Costs for the preparation or purchase of packing materials, only when they cannot be provided by the employer and have been returned to the employer after the removal;
- The overloading of luggage and/or contents shipped by vessel.

Some schools in the Caribbean Netherlands have an allowance for the repatriation of employees who come to the Caribbean Netherlands to work in education for several years from the Netherlands, Belgium, Suriname or elsewhere. Sometimes it adheres to a scheme of the Public Entity. You can request the relevant scheme for your place of employment from the school board, the Public Entity or the Rijksdienst Caribisch Nederland.

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<sup>207</sup> Section 17 Subsection 4 under a of the Remuneration Decree 2019 and Section 4 Subsection 1 under a of the BES Civil Servants Removal Expenses Scheme.

<sup>208</sup> Section 17 Subsection 4 under b of the Remuneration Decree 2019 and Section 4 Subsection 1 under b of the BES Civil Servants Removal Expenses Scheme.

<sup>209</sup> Section 17 Subsection 4 under b of the Remuneration Decree 2019 and Section 4 Subsection 2 of the BES Civil Servants Removal Expenses Scheme.

<sup>210</sup> Section 17 Subsection 1 under b of the Remuneration Decree 2019.

<sup>211</sup> Section 17 Subsection 7 of the Remuneration Decree 2019.

<sup>212</sup> Section 17 Subsection 6 of the Remuneration Decree 2019 and Section 6 of the BES Civil Servants Removal Expenses Scheme.

<sup>213</sup> Section 17 Subsection 1 under c and Subsections 2 and 3 of the Remuneration Decree 2019.

An allowance for repatriation provides for reimbursement of the costs of, inter alia, the crossing, accommodation, transfer of household effects, and redecoration as far as the financial situation of the school permits this. In addition, the competent authority can provide additional allowances in specific situations. For further information, the employee can contact their own employer on Bonaire, St. Eustatius or Saba.

## Chapter 8: Pension

The Pension Fund Caribbean Netherlands (PCN) was established for the civil servants in the Caribbean Netherlands on 10 October 2010. Employees in health care, youth care and staff of special schools to which the BES Civil Servants Act was declared applicable by analogy are also compulsorily participating in the pension scheme<sup>214</sup>. Employees of the schools in the Caribbean Netherlands are therefore mandatory scheme members of the Pension Fund Caribbean Netherlands.

The Pension Fund provides for the following types of pension:

- Old-age pension. This pension entails a benefit for the employee with the aim of providing income in old age. This supplementary pension comes on top of the general old-age pension provided by the government called the General Old-Age Insurance (AOV).
- Surviving dependant's pension. This pension is a benefit for the spouse on account of the demise of their spouse who was a scheme member of the pension fund or was a pension beneficiary;
- Orphan' pension. This pension is a benefit for a child on account of the demise of a parent who was a scheme member of the pension fund or was a pension beneficiary;
- Disability pension. This pension is a benefit for a scheme member of the pension fund on account of loss of income due to disability.

This chapter discusses the old-age pension in more detail. More information on the surviving dependant's, orphan's, and disability pension can be found at the [website of PCN](#).

### 8.1 Old-age pension

The pensionable age of PCN is linked to the General Old-Age Insurance (AOV) retirement age. The employer grants discharge to the employee when they have reached the age at which they are entitled to an old-age pension<sup>215</sup>. The age at which a person is entitled to an old-age pension is 65<sup>216</sup>. The old-age pension starts on the first day of the month following the month in which the employee became entitled to a pension. The pension cannot start earlier than a year prior to this<sup>217</sup>. Example: Denzel's birthday was on 17 August 2023, and he turned 65. As a result, his retirement pension started on 1 September 2023. If he wanted to retire earlier, it could not have taken effect earlier than 1 September 2022. The monthly amount receivable becomes lower in case of early retirement because the pension provision is paid out over a longer period.

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<sup>214</sup> Section 4 under e and Section 11b of the BES Civil Servants (Pensions) Act.

<sup>215</sup> Section 90 Subsection 1 of the BES Civil Servants (Legal Status) Decree.

<sup>216</sup> Section 6 BES General Old-Age Pension Insurance Act.

<sup>217</sup> Section 11 Subsections 1 and 2 of the BES General Old-Age Pension Insurance Act.

The entitlement to pension lapses upon demise<sup>218</sup>. In the event of demise, the pension is paid up to and including the last day of the month of demise<sup>219</sup>. To this end, surviving relatives or persons wishing to claim it should submit an application within six months of demise<sup>220</sup>.

The amount of the old-age pension per month is as follows<sup>221</sup>:

Resident as at 1 January 2023 on:	Level of pension in USD per month
Bonaire	1,047
St. Eustatius	1,056
Saba	1,093
Outside the Public Entities of Bonaire, St. Eustatius, and Saba	1,047

The supplement is subject to a 2% discount for each year that the pension beneficiary has not been insured between the age of 15 and 65 and a 3% discount for each annual contribution the pension beneficiary has not paid<sup>222</sup>. A person who receives an old-age pension is entitled to an allowance related to the price level if this is higher in the Public Entity in which the person resides than that of the Public Entity with the lowest price level<sup>223</sup>.

### 8.2 Pension supplement for spouse of a pension beneficiary under 65 years of age

The pension beneficiary entitled to an old-age pension who is married to someone under the age of 65 is entitled to a supplement. This supplement depends on the place of residence and the combined income. If the combined income per year exceeds a certain amount then the entitlement to the supplement lapses. The level of the supplement is as follows<sup>224</sup>:

Resident as at 1 January 2023 on:	Income threshold per year in USD	Level of pension in USD per month
Bonaire	18,486	578
St. Eustatius	21,713	679
Saba	21,551	674
Outside the Public Entities of Bonaire, St. Eustatius, and Saba	18,486	578

The supplement is paid to the spouse of the pension beneficiary. The supplement ends when the spouse of the pension beneficiary has reached the age of 65 or passes away, in case of the demise of the pension beneficiary, in the event of divorce, withdrawal of the

<sup>218</sup> Section 17 Subsection 1 BES General Old-Age Pension Insurance Act.

<sup>219</sup> Section 19 Subsection 1 BES General Old-Age Pension Insurance Act.

<sup>220</sup> Section 19 Subsection 2 BES General Old-Age Pension Insurance Act.

<sup>221</sup> Section 7 BES General Old-Age Insurance Act.

<sup>222</sup> Section 8 Subsections 1 and 2 of the BES General Old-Age Pension Insurance Act.

<sup>223</sup> Section 7b Subsection 2 of the BES General Old-Age Pension Insurance Act.

<sup>224</sup> Section 7a Subsection 1 of the BES General Old-Age Pension Insurance Act.

pension or supplement or when the combined income exceeds the annual income threshold<sup>225</sup>. The supplement is subject to a 2% discount for each year that the spouse has not been insured between the age of 15 and 65 and 3% for each annual contribution the spouse has not paid<sup>226</sup>. This does not require the spouse to be insured with PCN.

### 8.3 Christmas bonus pension beneficiaries

Those who are eligible for pension in the month of September are entitled to a Christmas bonus<sup>227</sup>. The amount of the Christmas bonus is 100% of the old-age pension to which the pension beneficiary was entitled in the month of September. The payment of the Christmas bonus takes place in the first half of December<sup>228</sup>.

### 8.4 Gradual increase in pension age

The state pension age in the Caribbean Netherlands is gradually being raised from 60 to 65. For all employees born after 1 January 1956, the pensionable age is in principle 65.

### 8.5 Pension contribution

Of the pension contribution, 1/3<sup>rd</sup> part is borne by the employee and 2/3<sup>rd</sup> part by the employer. The pension accrual takes place if there is question of salary payment. The principle is that no pension is accrued if no salary is received. Partial salary means partial pension accrual. The employee can check with the pension fund whether continuing to pay the pension contribution themselves is possible during a period during which the employee receives no or less salary, e.g. unpaid leave or leave due to special circumstances.

### 8.6 Potential 'gap' in pension entitlements

There may be an 'income gap' due to being dismissed in early April, for example, but not receiving the first pension payment until May. In that case, it is advisable to contact the employer to find out as to whether working longer is an option.

There may also be a 'pension gap' when staff are being recruited from the European Netherlands because the state pension age under the General Old-Age Pension Insurance Act (AOW) in the European Netherlands is higher than the state pension age in the Caribbean Netherlands. A solution to this shall need to be found on a case-by-case basis.

### 8.7 Capping of pension

Following consultation between the Pension Fund Caribbean Netherlands, the Ministry of the Interior, and the Rijksdienst Caribisch Netherlands, a maximum pensionable salary has been introduced with effect from 1 January 2021. This was chosen to keep the level of pension contribution within acceptable limits, namely 22% of the wage bill. This is equivalent to 38.4% of the pension base. The maximum pensionable salary means that no pension is accrued and no contribution is levied on the salary exceeding this maximum. This applies to both the employer's and the employee's part of the contribution.

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<sup>225</sup> Section 7a Subsection 3 under a, b, c, d, e, and f of the BES General Old-Age Pension Insurance Act.

<sup>226</sup> Section 7a Subsection 7 under a and b of the BES General Old-Age Pension Insurance Act.

<sup>227</sup> Section 22a Subsection 1 of the BES General Old-Age Pension Insurance Act.

<sup>228</sup> Section 22b Subsections 1 and 2 of the BES General Old-Age Pension Insurance Act.

The pensionable salary includes the gross salary, the holiday allowance, the end-of-year bonus, the transition allowance for Bonaire, the Saba and Statia allowance (or the workplace allowance / Windward allowance if still applicable) and any equalisation allowance (for Bonaire, the current percentage of this arrives at 0%).

Year	Maximum pensionable salary in USD
2021	47,500
2022	47,500
2023	49,756
2024	55,750

The introduction of the maximum pensionable salary means that the employees with a salary including pensionable supplements higher than this maximum shall receive a lower pension benefit after retirement than would be the case without the introduction. Due to the introduction of the maximum pensionable salary, the employee receives a higher net salary because the employee's part of the pension contribution has become lower.

Due to a favourable actuarial interest rate, a decrease in the contribution, and the provisional increase in the capping limit to USD 55,750, the employer's contribution for pensions for the employees exceeding the capping limit is reduced in 2024. Employees who were entitled to a pension supplement in 2023 because of lower employer contributions and who have an income below the capping limit in 2024 no longer receive this supplement.

More information about the pension can be found on the [website](#) of the Pension Fund Caribbean Netherlands. Here you can also find the most recent [Pension Scheme Rules of 2023](#).

**8.8 Early retirement scheme (VUT)**

The early retirement scheme (VUT) was abolished with effect from 10 October 2010. Current VUT benefits based on the National Age Limits Ordinance 1996 are maintained. There is also a special temporary transitional arrangement. More information on this is available in [paragraph 3 of chapter XII of the BES Civil Servants Pensions Act](#), Sections 112e et seq.

**8.9 Retention of personnel files**

It is important to retain personnel files until the employee in question has reached the age of 70. For example, schools can scan documents and save them as PDF files in a secure digital archive. The advantage of this is also that back-ups can be made periodically. This retention period may be important, for example, when reconstructing the employment history - if necessary - for the determination of the pension arrangements.

## Chapter 9: Disciplinary sanctions

Under certain circumstances, the employer can take disciplinary action against the employee if they fail to comply with their obligations.

The employer can impose a disciplinary sanction on the employee who fails to fulfil their obligations<sup>229</sup>. Dereliction of duty is the violation of a rule and can involve either doing or failing to do something<sup>230</sup>. Only one disciplinary sanction can be imposed for each dereliction of duty<sup>231</sup>. An employee who commits multiple isolated forms of dereliction of duty can be disciplined for each omission separately and without reduction of the sanction<sup>232</sup>.

The disciplinary sanctions that can be imposed are as follows<sup>233</sup>:

- Written reprimand;
- Extraordinary service on other days, with the exception of Sundays and church holidays, without overtime pay or at a lower rate of pay for it. This can be for a maximum of six hours with a maximum of three hours per day;
- Fine of not less than 5% and not more than 5% of the starting salary corresponding to the lowest scale;
- Full or partial withholding of the income. This is allowed for the maximum of one monthly salary;
- Downgrading to a lower salary grade for a maximum of two grades
- Exclusion from promotion for a maximum of four years;
- Downgrading in rank, for both a fixed and an open term, and with or without reduction in salary;
- Suspension for a fixed period of time (maximum of six months) with full or partial withholding of the income;
- Dismissal.

When imposing a disciplinary sanction, the employer can determine to impose it conditionally. This means that the sanction is not enforced if, for a period to be determined of up to a maximum of two years, the employee has not committed a similar dereliction of duty or another serious dereliction of duty. When imposing the conditional sanction, the employer can also impose special conditions with which the employee must comply<sup>234</sup>. Similarly, when imposing a disciplinary sanction, it is important that the full working time associated with the position is used for its implementation, even if the working time of the employee is shorter<sup>235</sup>.

Procedural requirements for the imposition of disciplinary sanctions, e.g. examination, inspection of documents, assistance of a third party and objection possibilities, can be found in Section 81 and Section 82 Subsection 1 of the BES Civil Servants (Legal Status) Decree.

<sup>229</sup> Section 78 Subsection 1 of the BES Civil Servants (Legal Status) Decree.

<sup>230</sup> Section 78 Subsection 2 of the BES Civil Servants (Legal Status) Decree.

<sup>231</sup> Section 83 Subsection 1 of the BES Civil Servants (Legal Status) Decree.

<sup>232</sup> Section 83 Subsection 2 of the BES Civil Servants (Legal Status) Decree.

<sup>233</sup> Section 79 Subsections 1 and 2 of the BES Civil Servants (Legal Status) Decree.

<sup>234</sup> Section 79 Subsection 4 of the BES Civil Servants (Legal Status) Decree.

<sup>235</sup> Section 79 Subsection 6 of the BES Civil Servants (Legal Status) Decree.

Similarly, there are specific rules regarding the suspension. The conditions under which an employer can proceed with the suspension of the employee are as follows<sup>236</sup>:

- If the employee is facing criminal prosecution. As the occasion arises, 1/3<sup>rd</sup> of the income is withheld. After six weeks, further withholding can take place, up to the entire monthly salary. The part that is not withheld can also be paid to persons other than the employee.
- If the employee has been made clear that the employer intends to dismiss them unconditionally by way of sanction. Until the effective date of dismissal, the income can be withheld either in whole or in part. The part of the salary not withheld can be paid to persons other than the employee. From the effective date of dismissal, the income is withheld in full.
- If suspension by the employer is demanded by the interest of the service.

Likewise, the employee is suspended by operation of law if<sup>237</sup>:

- The employee is in prison. As the occasion arises, 1/3<sup>rd</sup> of the income is withheld. After six weeks, further withholding can take place, up to the entire monthly salary. The part that is not withheld can also be paid to persons other than the employee.
- The employee is staying at a facility for the benefit of mental health.

Under Book 7a of the BES Civil Code, an employer can claim a fine from the employee if the employee violates a rule of regulations. This is only possible if the rules are clear and the sanction is specified in the regulations<sup>238</sup>.

## Chapter 10: Termination and notice periods

### 10.1 Termination by the employee

The employee is granted honourable written resignation by the employer at their request<sup>239</sup>. The resignation is not granted within one month or later than three months from the day on which the request for resignation was received by the employer<sup>240</sup>. It is possible to deviate from these notice periods at the request of the employee or due to an urgent reason of public interest<sup>241</sup>.

### 10.2 Termination by the employer

Dismissal can be given by the person with the authority to do so, the employer. In the Caribbean Netherlands, these are the boards of the foundations that maintain the schools. Dismissal by the employer can only be granted in writing<sup>242</sup>. The main grounds for dismissal regulated in Sections 89, 90, and 91 of the BES Civil Servants (Legal Status) Decree are:

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<sup>236</sup> Section 84 and Section 86 Subsections 1 and 2 of the BES Civil Servants (Legal Status) Decree.

<sup>237</sup> Section 85 Subsection 1 and Section 86 Subsection 1 of the BES Civil Servants (Legal Status) Decree.

<sup>238</sup> Section 1613c Subsection 1 of Book 7A of the BES Civil Code.

<sup>239</sup> Section 88 Subsection 1 in conjunction with Section 87 Subsection 1 of the BES Civil Servants (Legal Status) Decree.

<sup>240</sup> Section 88 Subsection 1 of the BES Civil Servants (Legal Status) Decree.

<sup>241</sup> Section 88 Subsection 2 of the BES Civil Servants (Legal Status) Decree.

<sup>242</sup> Section 87 Subsection 1 of the BES Civil Servants (Legal Status) Decree.

- The attainment of the pensionable age by the employee<sup>243</sup>;
- If the position for which the employee was appointed becomes redundant due to a change in the organisation of the service or the business where the employee is employed or if there is a reduced need for labour<sup>244</sup>;
- By operation of law in case of an employee after the time of the temporary agreement has expired.<sup>245</sup>

Other grounds on which dismissal can be granted are:

- Loss of a requirement required for the employment of the employee, unless the requirement is only applicable to the acceptance of the position<sup>246</sup>;
- If the employee has been placed under guardianship by an irrevocable court order<sup>247</sup>;
- If corporal coercion for debt is applied to an employee by an irrevocable court order<sup>248</sup>;
- If the employee is permanently unfit for the performance of their position due to sickness or disability. Before discharge is granted, a medical examination must be carried out for this purpose<sup>249</sup>;
- If the employee is found to be incompetent or unfit to perform their position, other than because of a physical or mental disease<sup>250</sup>;
- In the event of failure to obtain diplomas that were required to be obtained within a certain period of time as a condition for performance of the position<sup>251</sup>;
- In the event of arbitrary termination of the employment by the employee<sup>252</sup>

For these seven grounds for dismissal it is noted that the dismissal cannot take effect earlier than the day after the reason for dismissal has first been identified. In the event of dismissal for loss of a requirement, permanent incapacity due to sickness, incompetence or unsuitability for other reasons or failure to obtain diplomas within a certain period of time, the ground for dismissal must also have been communicated to the employee by the competent authority<sup>253</sup>.

Dismissal without consent of the employee can only be issued by the employer if one of the aforementioned grounds for dismissal pursuant to the BES Civil Servants (Legal Status) Decree is applicable<sup>254</sup>.

Pursuant to Section 2 under b of the BES Termination of Employment Agreements Act in conjunction with Section 4 Subsection 1 of this Act, the termination of an employment

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<sup>243</sup> Section 90 Subsections 1 and 5 of the BES Civil Servants (Legal Status) Decree.

<sup>244</sup> Section 91 Subsection 1 of the BES Civil Servants (Legal Status) Decree.

<sup>245</sup> Section 89 Subsection 1 of the BES Civil Servants (Legal Status) Decree.

<sup>246</sup> Section 92 Subsection 1 under a of the BES Civil Servants (Legal Status) Decree.

<sup>247</sup> Section 92 Subsection 1 under b of the BES Civil Servants (Legal Status) Decree.

<sup>248</sup> Section 92 Subsection 1 under c of the BES Civil Servants (Legal Status) Decree.

<sup>249</sup> Section 92 Subsection 1 under e of the BES Civil Servants (Legal Status) Decree and Section 92 Subsection 3 of the BES Civil Servants (Legal Status) Decree.

<sup>250</sup> Section 92 Subsection 1 under f of the BES Civil Servants (Legal Status) Decree.

<sup>251</sup> Section 92 Subsection 1 under g of the BES Civil Servants (Legal Status) Decree in conjunction with Section 2 Subsection 5 of the BES Civil Servants (Legal Status) Decree.

<sup>252</sup> Section 92 Subsection 1 under h of the BES Civil Servants (Legal Status) Decree.

<sup>253</sup> Section 92 Subsection 2 of the BES Civil Servants (Legal Status) Decree.

<sup>254</sup> A possibility for dismissal without the consent of the employee not mentioned here is when the employee has been irrevocably sentenced to serve a prison sentence for the commission of a crime (Section 92 Subsection 1 under d of the BES Civil Servants (Legal Status) Decree).

agreement in the education sector does not require permission from Labour Affairs/SZW/Caribbean Netherlands.

### 10.3 Termination of a fixed-term agreement

Employees in temporary service can be appointed for a fixed or an open term<sup>255</sup>. There are specific rules when it comes to termination of the temporary agreement. The agreement of an employee who is appointed for a fixed term or is in their probationary period expires when the term expires<sup>256</sup>. A temporary agreement cannot be terminated before its expiry unless the right to terminate has been agreed in writing for both the employer and the employee. An employee in temporary service who has been appointed for an open term, for example for a temporary project of which the end date is unknown, can be dismissed if a notice period has been observed<sup>257</sup>. This notice period is as follows and is effective from the start of the notice period:

- Three months in case of continuous employment of at least 12 months<sup>258</sup>;
- Two months in case of continuous employment between six and 12 months<sup>259</sup>;
- One month in case of continuous employment of less than six months<sup>260</sup>.

In case of termination of a temporary agreement for an open term, the employee is entitled to continued payment of the income until the end of the agreement<sup>261</sup>, unless the employee leaves the active service on their own initiative or enters into another employment during the notice period without the consent of the employer<sup>262</sup>. The same applies to termination during the probationary period. As the occasion arises, the employee is also entitled to continued payment of the income until the end of the probationary period, unless the employee leaves the active service on their own initiative or enters into another employment without the consent of the employer<sup>263</sup>.

### 10.4 Dismissal according to Book 7a of the BES Civil Code

It was indicated earlier in this manual that there are no longer any public schools in the Caribbean Netherlands that are maintained by the government. Hence, for all schools, it is relevant to also look at the rules for termination of the employment agreement of Book 7a of the BES Civil Code. In addition to the above, the following provisions of Book 7a of the BES Civil Code should, therefore, also be taken into account in the event of dismissal.

In case of summary dismissal, both the employer and the employee must have an urgent reason for the dismissal<sup>264</sup>. If the dismissal is challenged in court, the court may award

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<sup>255</sup> This is, for example, the case in the event of a temporary agreement for temporary work that has no specific end date.

<sup>256</sup> Section 89 Subsection 1 of the BES Civil Servants (Legal Status) Decree.

<sup>257</sup> Section 89 Subsection 2 of the BES Civil Servants (Legal Status) Decree.

<sup>258</sup> Section 89 Subsection 2 under a of the BES Civil Servants (Legal Status) Decree.

<sup>259</sup> Section 89 Subsection 2 under b of the BES Civil Servants (Legal Status) Decree.

<sup>260</sup> Section 89 Subsection 2 under c of the BES Civil Servants (Legal Status) Decree.

<sup>261</sup> Section 89 Subsection 3 of the BES Civil Servants (Legal Status) Decree.

<sup>262</sup> Section 89 Subsection 4 under a and b of the BES Civil Servants (Legal Status) Decree.

<sup>263</sup> Section 89 Subsection 5 of the BES Civil Servants (Legal Status) Decree.

<sup>264</sup> Section 1615o Subsection 1 of Book 7A of the BES Civil Code in conjunction with Section 1615p of Book 7A of the BES Civil Code.

compensation<sup>265</sup>. Reinstatement of the employment agreement is also possible<sup>266</sup>. In addition to summary dismissal, it is possible for both the employer and the employee to claim rescission of the employment agreement on the same grounds as for summary dismissal<sup>267</sup>.

These reasons for dismissal in Book 7a of the BES Civil Code are materially largely the same as those contained in the BES Civil Servants (Legal Status) Decree. However, the wording does differ. For the time being, it is advised that when an employee is involuntarily dismissed, the grounds for dismissal pursuant to [Section 1615p of Book 7a of the BES Civil Code](#) are also taken into account.

Schools are advised to also take the additional notice periods under the BES Civil Code into account when giving notice. These additional notice periods are<sup>268</sup>:

- One month for the employee in case of an open-term agreement<sup>269</sup>;
- For the employer in case of an employment<sup>270</sup>:
  - of less than five years: one month;
  - of five years or more but less than ten years: two months;
  - of ten years or more but less than 15 years: three months;
  - of 15 years or more: four months.

Also of note is that the employer is allowed to terminate if the employee is permanently unfit to perform their activities due to a disease or disability if the incapacity for work has continued for at least a year. The employer is not allowed to terminate the employment agreement of an employee on pregnancy or maternity leave. Nor is the employer allowed to terminate the employment agreement on the grounds that the employee is a member of a trade union<sup>271</sup>.

## 10.5 Redundancy pay

In certain instances, an employee may be entitled to redundancy pay after dismissal. For this, the employee must at least be in permanent employment or have been in temporary employment continuously for five years<sup>272</sup>. In special instances, the employer can award redundancy pay to an employee who does not meet these criteria<sup>273</sup>. An important criterion for eligibility for redundancy pay is that the dismissal was not at the own request of the employee and that it was an honourable dismissal. To receive redundancy pay, the employee must submit a written request to the employer no later than one month after the dismissal<sup>274</sup>.

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<sup>265</sup> Section 1615s Subsection 1 of Book 7A of the BES Civil Code.

<sup>266</sup> Section 1615t Subsection 1 of Book 7A of the BES Civil Code.

<sup>267</sup> Section 1615w Subsection 1 of Book 7A of the BES Civil Code in conjunction with Section 1615o Subsection 1 of Book 7A of the BES Civil Code in conjunction with Section 1615p Subsections 1 and 2 of Book 7A of the BES Civil Code.

<sup>268</sup> Section 1615i Subsection 2 of Book 7A of the BES Civil Code.

<sup>269</sup> Section 1615i Subsection 2 of Book 7A of the BES Civil Code.

<sup>270</sup> Section 1615i Subsection 1 under a, b, c, and d of Book 7A of the BES Civil Code.

<sup>271</sup> Section 1615h Subsection 2 of Book 7A of the BES Civil Code.

<sup>272</sup> Section 2 under a of the BES Civil Servants (Redundancy Pay) Decree.

<sup>273</sup> Section 9 of the BES Civil Servants (Redundancy Pay) Decree.

<sup>274</sup> Section 8 Subsection 1 of the BES Civil Servants (Redundancy Pay) Decree.

The employee who has applied for or receives redundancy pay is required to accept suitable offered work, unless the employee retires within one year of the dismissal<sup>275</sup>. Similarly, the redundant employee is required to lend cooperation in job placement<sup>276</sup>. Job placement can be engaged by the employer and aims to find (other) suitable work.

The duration of the redundancy period depends on the number of full years of service worked<sup>277</sup>:

Duration of service	Duration of redundancy pay period
1 year	2 months
2 years	4 months
3 years	6 months
4 years	8 months
5 years	10 months
6 years	12 months
7 years	14 months
8 years	16 months
9 years	18 months
10 years	20 months
11 years	22 months
12 years and more	24 months

The level of the redundancy pay is a percentage of the most recently earned income and depends on the duration of the redundancy period<sup>278</sup>:

Redundancy pay period	Level redundancy pay based on most recently enjoyed income
Month 1 up to and including 3	95%
Month 4 up to and including 10	85%
Month 11 up to and including 20	75%
The remainder of the period	70%

## Chapter 11: Complaints procedure and the procedure for dismissal or disciplinary sanctions

### 11.1 Complaints procedure

On 1 August 2015, the complaints regulation for schools in the Caribbean Netherlands, regulated by the Regulations of the Complaints Committee for Education Caribbean

<sup>275</sup> Section 10 Subsections 1 and 2 of the BES Civil Servants (Redundancy Pay) Decree.

<sup>276</sup> Section 10 Subsection 4 of the BES Civil Servants (Redundancy Pay) Decree.

<sup>277</sup> Section 5 of the BES Civil Servants (Redundancy Pay) Decree.

<sup>278</sup> Section 6 of the BES Civil Servants (Redundancy Pay) Decree.

Netherlands, officially came into force<sup>279</sup>. This means that every publicly funded school in the Caribbean Netherlands must adhere to a standard procedure for the processing of complaints from staff, parents and/or pupils. A central complaints committee, the Complaints Committee Caribbean Netherlands, was appointed for this purpose.

The Complaints Committee consists of at least three members, including a chair. The members are appointed by the Kingdom Representative and must have sufficient expertise. The chair is preferably a lawyer. Teaching staff, parents, and pupils are excluded from serving on the Committee<sup>280</sup>. The Complaints Committee must be entirely independent from the Kingdom Representative and the affiliated school boards. The chair and the members of the Complaints Committee are not allowed to participate in the processing of a complaint where their impartiality may be at stake<sup>281</sup>. The Complaints Committee consists of one representative for each of the three islands within the Caribbean Netherlands. Within three months of the end of the calendar year, the Complaints Committee issues a written report of its activities<sup>282</sup>.

The Complaints Committee can give solicited and unsolicited advice to the school board on the merits of the complaint, the imposition of measures, and other decisions to be taken by the school board<sup>283</sup>. The opinion of the Complaints Committee is not binding, but may lead the school to different views on how to reach a solution.

### Complaints procedure

Before the Complaints Committee for Education Caribbean Netherlands can be asked for an opinion, the internal complaints procedure of the school must first be followed<sup>284</sup>. In general, complaints should initially be discussed with those who are directly involved in them within the school. If those involved cannot come to an agreement, complaints can be submitted to the board and, if necessary, to the school board. If no resolution is reached in this regard, it is possible to file an official complaint with the Complaints Committee CN using a standard complaint form (available in [Appendix 14.12](#)). Schools are required to provide information about the complaints procedure.

A complaint to the Complaints Committee is submitted in writing and signed. In the event of a complaint filed orally, a report is drawn up. This report is signed for agreement by the complainant. The complainant receives a copy of the report<sup>285</sup>. The complaint must include at least the following<sup>286</sup>:

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<sup>279</sup> Article 1 under b of the Regulations of the Complaints Committee for Education Caribbean Netherlands, Section 17 Subsection 2 of the BES Primary Education Act, and Section 3.35 Subsection 1 of the Secondary Education Act 2020.

<sup>280</sup> Article 2 paragraphs 1, 2, and 4 of the Regulations of the Complaints Committee for Education Caribbean Netherlands.

<sup>281</sup> Article 2 paragraphs 3 and 6 of the Regulations of the Complaints Committee for Education Caribbean Netherlands.

<sup>282</sup> Article 3 paragraph 5 of the Regulations of the Complaints Committee for Education Caribbean Netherlands.

<sup>283</sup> Article 3 paragraph 3 under a, b, and c of the Regulations of the Complaints Committee for Education Caribbean Netherlands.

<sup>284</sup> Article 5 paragraph 1 of the Regulations of the Complaints Committee for Education Caribbean Netherlands.

<sup>285</sup> Article 7 paragraphs 1 and 2 of the Regulations of the Complaints Committee for Education Caribbean Netherlands.

<sup>286</sup> Article 7 paragraph 3 under sub a, b, and c of the Regulations of the Complaints Committee for Education Caribbean Netherlands.

- The name and the address of the complainant;
- The date;
- A description of the complaint.

If the complaint is incomplete, the employee is given two weeks to rectify this. If this does not happen within two weeks, the complaint is declared to be inadmissible and the complaint shall not be addressed in substance<sup>287</sup>. The processing of the complaint is then not continued. The inadmissibility is reported to the complainant, the accused, the school board, and the school director<sup>288</sup>.

A complaint that is submitted to the Complaints Committee cannot concern conduct or a decision made more than one year ago, unless the Complaints Committee decides otherwise. During the processing of the complaint, the complainant and the accused are allowed to be assisted or represented by a person authorised for this purpose by the complainant, e.g. a legal adviser or lawyer<sup>289</sup>.

If a complaint is withdrawn, but the Complaints Committee is convinced that it was done under pressure or that the interests of the school would be served by processing it, the Committee may decide to continue processing the complaint<sup>290</sup>. The Complaints Committee can also declare the complaint to be inadmissible if the Committee considers that the complainant has no interest or no longer has an interest in the processing of the complaint<sup>291</sup>. The processing of the complaint is then not continued. The inadmissibility is reported to the complainant, the person against whom the complaint is made, the school board, and the school director<sup>292</sup>.

## The hearing

Complaints are dealt with in a hearing. At least two members, including the chair, are present either in person or online<sup>293</sup>. At the Complaints Committee, this is a non-public session at which the complainant, the person against whom the complaint is made, and any experts are examined. This implies that the parties are given the opportunity to express their views and thoughts during the hearing. However, the complainant may choose not to exercise the right to be examined. The hearing takes place within four weeks after receipt of the complaint<sup>294</sup>. The Complaints Committee may independently or at the request of the complainant or the person against whom the complaint is directed, determine that a confidential counsellor is present during the hearing<sup>295</sup>.

Within six weeks of the hearing, the Complaints Committee sends its written findings to the school board, the complainant, the accused, and the director of the school. This opinion

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<sup>287</sup> Article 7 paragraph 4 of the Regulations of the Complaints Committee for Education Caribbean Netherlands.

<sup>288</sup> Article 7 paragraph 6 of the Regulations of the Complaints Committee for Education Caribbean Netherlands.

<sup>289</sup> Article 5 paragraphs 2 and 6 of the Regulations of the Complaints Committee for Education Caribbean Netherlands.

<sup>290</sup> Article 6 paragraph 2 of the Regulations of the Complaints Committee for Education Caribbean Netherlands.

<sup>291</sup> Article 7 paragraph 5 of the Regulations of the Complaints Committee for Education Caribbean Netherlands.

<sup>292</sup> Article 7 paragraph 6 of the Regulations of the Complaints Committee for Education Caribbean Netherlands.

<sup>293</sup> Article 11 of the Regulations of the Complaints Committee for Education Caribbean Netherlands.

<sup>294</sup> Article 8 and article 9 paragraphs 1 and 4 of the Regulations of the Complaints Committee for Education Caribbean Netherlands.

<sup>295</sup> Article 9 paragraph 3 of the Regulations of the Complaints Committee for Education Caribbean Netherlands.

contains a reasoned assessment of the merits of the complaint. The Complaints Committee can also include recommendations in the opinion on measures the school board can take<sup>296</sup>.

For the time limits, the days of the school holidays are not included<sup>297</sup>.

### Confidentiality obligation Complaints Committee

The members of the Complaints Committee must act with the utmost care and are required to observe confidentiality unless the law requires disclosure or disclosure is necessary for the performance of the task of the Complaints Committee. The confidentiality obligation does not only apply to information of which the members are aware of the confidential nature, but also to information of which they should within reason presume the confidentiality. The confidentiality obligation does not lapse when a person ceases to be a member of the Complaints Committee<sup>298</sup>.

### 11.2 Procedure for the employer in case of dismissal or disciplinary sanctions

Before the employer can proceed with the imposition of a disciplinary sanction, including dismissal, it is required to follow the procedure laid down in BES Civil Servants (Legal Status) Decree.

The employer first gives a dated notice to the employee of the intended sanction or the intended dismissal. In it, the employer states the basis on which the intended sanction or the intended dismissal is based. The written notice is issued personally to the employee in person at the work location. If this is not possible then the notice is delivered to the home address of the employee. As the occasion arises, the notice can also be delivered to a house-mate. If the employee receives the notice in person then they are asked to sign an acknowledgement of receipt. Upon refusal to receive the notice or to sign the acknowledgement of receipt, the notice is delivered to the home address of the employee by registered post<sup>299</sup>.

After receipt of the notice, the employee has seven days to respond to the notice and account for what the employee is accused of. In this regard, the employee can call upon the assistance of a third party, e.g. a confidential counsellor, lawyer or legal advisor. Upon request, the employee and the potential third party are given the opportunity to inspect reports, or other documents, relevant to the allegation. An exception to this are documents where perusal is against the public interest<sup>300</sup>.

The employee can opt to provide the accountability in writing or to do so orally. In case of an oral account, an official report is drawn up. The official report is signed on behalf of the employer by the person to whom the account is given, and by the employee themselves.

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<sup>296</sup> Article 10 paragraphs 2, 3, and 4 of the Regulations of the Complaints Committee for Education Caribbean Netherlands.

<sup>297</sup> Article 14 of the Regulations of the Complaints Committee for Education Caribbean Netherlands.

<sup>298</sup> Article 3 paragraph 4 of the Regulations of the Complaints Committee for Education Caribbean Netherlands.

<sup>299</sup> Section 80 Subsections 1 and 2 of the BES Civil Servants (Legal Status) Decree in conjunction with Section 95 Subsection 1 of the BES Civil Servants (Jurisdiction) Act 1951.

<sup>300</sup> Section 81 Subsections 1 and 3 of the BES Civil Servants (Legal Status) Decree.

If the employee refuses to sign the official report, this is recorded in the official report with the relevant reasons<sup>301</sup>.

After the employer has received the response from the employee to the notice, or after seven days have elapsed without a response from the employee, the employer can proceed with the imposition of the sanction or the dismissal. The imposition of the sanction must be substantiated, and is communicated to the employee in writing. This is done in the same manner as the notice<sup>302</sup>.

The sanction, barring a written reprimand, or dismissal takes effect after the relevant decision has become final, unless the employer is of the opinion that the sanction takes effect immediately because of the service interest<sup>303</sup>.

An employee can only be sanctioned once for the failure to comply with an obligation or dereliction of duty. The employee who has committed multiple forms of conduct like a failure to comply with an obligation or dereliction of duty can be sanctioned for each form of conduct separately and without reduction in sanction<sup>304</sup>.

### 11.3 Appeal options for the employee

Employees have the opportunity to challenge decisions of the school board, e.g. a disciplinary sanction, dismissal or other decisions. The BES Administrative Jurisdiction Act and the BES Civil Servants (Jurisdiction) Act 1951 are not applicable to the staff of special schools. Since the schools are foundations, the civil procedure applies. This has been confirmed in court rulings<sup>305</sup>.

The BES Code of Civil Procedure sets out the rules of procedure if someone wants to go to court. Pursuant to this Act, an employee who disagrees with a decision taken by the school board regarding a disciplinary sanction or dismissal can apply to the Sub-District Court. It is recommended to seek advice from a lawyer when planning to lodge an appeal.

Because civil service law has been declared applicable by analogy to teaching staff, the civil court shall apply the resulting claims accordingly unless the nature of the case prevents this.

You can read more about this in section 1.1.

## Chapter 12: Performance review and assessment

### Planning interview

At the start of the school year or the start of a new position, it is possible to have a planning interview with the supervisor. A planning interview is also known as an initial interview. In

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<sup>301</sup> Section 81 Subsections 1 and 2 of the BES Civil Servants (Legal Status) Decree.

<sup>302</sup> Section 81 Subsections 4 and 5 of the BES Civil Servants (Legal Status) Decree.

<sup>303</sup> Section 82 Subsection 1 of the BES Civil Servants (Legal Status) Decree.

<sup>304</sup> Section 83 Subsections 1 and 2 of the BES Civil Servants (Legal Status) Decree.

<sup>305</sup> EJ 2015-47, legal consideration 14-17, 21-07-2015.

this interview, the targets for the coming period are discussed. Training opportunities that fit these targets can also be discussed and a personal training or development plan can be drawn up. The content of the initial interview is input for the performance or assessment interview.

### Performance review

A performance review is an interview between the employee and the direct supervisor in which the performance is discussed. A performance review is held at least once a year. The supervisor arranges for the interview to be scheduled<sup>306</sup>. An employee is required to participate in the interview<sup>307</sup>.

The employee can also request an interview. As the occasion arises, the performance review must be held within 10 working days of the request<sup>308</sup>.

In the performance review there is question of two-way traffic. The aim of the interview is to improve the performance, the cooperation, and the working relationship<sup>309</sup>. It looks back as well as forward. The performance of the past year, up to one year back, is discussed and arrangements are agreed on for the coming period. A variety of issues relevant to the performance of the employee can be raised including<sup>310</sup>:

- The performance based on the job description or the range of duties;
- The attitude of the employee;
- The work conditions;
- Results achieved compared to the agreements made;
- The results to be achieved in the coming year and what is required to achieve these results;
- Training options;
- Career perspectives.

Any bottlenecks can also be discussed.

The supervisor ensures that a record of the interview is drawn up<sup>311</sup>. This report also includes the positions of the employee<sup>312</sup>. The report can use the form attached to the BES Performance Review Scheme as a schedule<sup>313</sup>. The form can be found in this manual as [Appendix 14.10](#). The completed form is presented to the employee for signature no later than two days after the performance review<sup>314</sup>. The completed form is signed by both the supervisor and the employee within five days of presentation<sup>315</sup>.

The performance review must take place at least three months before a formal assessment is made<sup>316</sup>. The date, place, and time of the performance review are communicated to the

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<sup>306</sup> Section 3 Subsection 1 of the BES Performance Review Scheme.

<sup>307</sup> Section 3 Subsection 2 of the BES Performance Review Scheme.

<sup>308</sup> Section 3 Subsection 3 of the BES Performance Review Scheme.

<sup>309</sup> Section 1 of the BES Performance Review Scheme

<sup>310</sup> Section 7 of the BES Performance Review Scheme

<sup>311</sup> Section 8 Subsection 1 of the BES Performance Review Scheme.

<sup>312</sup> Section 8 Subsection 2 of the BES Performance Review Scheme.

<sup>313</sup> Section 4 Subsection 1 of the BES Performance Review Scheme.

<sup>314</sup> Section 8 Subsection 3 of the BES Performance Review Scheme.

<sup>315</sup> Section 8 Subsection 4 of the BES Performance Review Scheme.

<sup>316</sup> Section 3 Subsection 4 of the BES Performance Review Scheme.

employee no later than five working days in advance<sup>317</sup>. The supervisor gives the interview form for the recording of the interview to the employee and asks the employee to prepare for the interview on the basis of this form<sup>318</sup>. The interview lasts a maximum of 1.5 hours and must be conducted in an undisturbed manner<sup>319</sup>.

### Appraisal interview

Unlike a performance review, an appraisal interview is one-way traffic. In the interview, the supervisor<sup>320</sup> gives their opinion on the performance of the employee. An appraisal interview takes place in the following instances<sup>321</sup>:

- For the award of an annual increment or additional increment<sup>322</sup>;
- When considering giving the employee in temporary service a permanent agreement;
- When the supervisor is of the opinion that there are grounds for an appraisal interview;
- When the employee requests this.

The period in respect of the appraisal takes place is not less than six months and not more than 12 months<sup>323</sup>. The appraisal cannot cover a period or part of a period for which an appraisal has already been established<sup>324</sup>.

An appraisal is prepared on the basis of job viewpoints and behavioural criteria<sup>325</sup>. In this regard, the job description and, in the absence of the same, the activities or duties of the employee and the thereto-pertaining job requirements are taken into account<sup>326</sup>. If the duties actually performed by the employee were different from the job description, this is recorded on the appraisal form<sup>327</sup>.

Prior to the appraisal interview, the direct supervisor prepares an appraisal recommendation<sup>328</sup>. The form laid down in the BES Civil Servants (Appraisal) Scheme and attached to this manual as [Appendix 14.11](#) is used for this purpose. The appraisal interview takes place no later than 15 working days after the preparation of the appraisal recommendation<sup>329</sup>.

The supervisor sends the appraisal recommendation to the employee after which the appraisal interview takes place within five working days at the latest. During the appraisal interview, the employee has the opportunity to respond to the appraisal

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<sup>317</sup> Section 5 Subsection 1 of the BES Performance Review Scheme.

<sup>318</sup> Section 5 Subsections 2 and 4 of the BES Performance Review Scheme.

<sup>319</sup> Section 6 Subsections 1 and 2 of the BES Performance Review Scheme.

<sup>320</sup> Section 2 Subsection 1 of the BES Civil Servants (Appraisal) Scheme.

<sup>321</sup> Section 3 Subsection 2 under a, b, c, and d of the BES Civil Servants (Appraisal) Scheme.

<sup>322</sup> Section 5 Subsection 2 of the Remuneration Decree 2019 in conjunction with Section 12 Subsection 1 of the BES Civil Servants (Legal Status) Decree.

<sup>323</sup> Section 3 Subsection 3 BES Civil Servants (Appraisal) Scheme.

<sup>324</sup> Section 3 Subsection 4 BES Civil Servants (Appraisal) Scheme.

<sup>325</sup> Section 4 Subsection 1 BES Civil Servants (Appraisal) Scheme.

<sup>326</sup> Section 4 Subsection 2 BES Civil Servants (Appraisal) Scheme.

<sup>327</sup> Section 4 Subsection 3 BES Civil Servants (Appraisal) Scheme.

<sup>328</sup> Section 5 Subsection 1 BES Civil Servants (Appraisal) Scheme.

<sup>329</sup> Section 6 Subsection 1 BES Civil Servants (Appraisal) Scheme.

recommendation<sup>330</sup>. At the latest two working days after the interview, the employee receives a summary of the appraisal interview. In this regard, the supervisor indicates whether, and if so, what adjustments were made to the appraisal following the interview<sup>331</sup>. The employee signs the appraisal as seen and receives a copy signed by them for receipt<sup>332</sup>.

The employee can lodge a written objection with their supervisor within five working days of the appraisal interview<sup>333</sup>. After this, the employee is given the opportunity to explain the objection to the supervisor<sup>334</sup>. No later than five days after this discussion, the appraisal is determined in writing by the supervisor. It is indicated in this report whether and if so what changes were made to the appraisal. If the objections of the employee are not met, it is indicated why this is not the case<sup>335</sup>. The employee signs the appraisal as seen and receives a copy signed for receipt by them<sup>336</sup>.

It is recommended to hold an appraisal interview no more than one year after commencement of the employment or a transfer to another position. And then at least at the end of each school year.

## **Chapter 13: Employment conditions consultation and participation**

### **13.1 The Sector Consultation Caribbean Netherlands**

With regard to the terms and conditions of employment of civil servants working for the Dutch government in the Caribbean Netherlands, the RCN director consults with the trade unions in the Sector Consultation Caribbean Netherlands on behalf of the Minister of the Interior and Kingdom Relations. This is regulated in the BES Consultation System Decree<sup>337</sup>. The introduction or modification of terms and conditions of employment can only be done if agreement has been reached in the sector consultation.

The trade unions participating in the Sector Consultation Caribbean Netherlands are:

- STrAF (Sindikato di Trahadornan di Aduana i Fiskalia)
- ACOM (General Christian Military Organisation)(ACP)<sup>338</sup>;
- ABVO (General Union of Government and Other Employees);

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<sup>330</sup> Section 6 Subsection 2 BES Civil Servants (Appraisal) Scheme.

<sup>331</sup> Section 6 Subsection 3 BES Civil Servants (Appraisal) Scheme.

<sup>332</sup> Section 8 Subsection 1 BES Civil Servants (Appraisal) Scheme.

<sup>333</sup> Section 7 Subsection 1 BES Civil Servants (Appraisal) Scheme.

<sup>334</sup> Section 7 Subsection 2 BES Civil Servants (Appraisal) Scheme.

<sup>335</sup> Section 7 Subsection 3 BES Civil Servants (Appraisal) Scheme.

<sup>336</sup> Section 7 Subsection 4 BES Civil Servants (Appraisal) Scheme.

<sup>337</sup> Section 2.1 Subsection 1 of the BES Consultation System Decree.

<sup>338</sup> The ACOM (Association of Defence Personnel) works closely with the Curaçao trade unions STrAF (customs and taxation) and the Dutch police union ACP in the Sector Consultation Caribbean Netherlands under the heading STrAF/ACOM/ACP.

- NAPB (Netherlands Antillean Police Federation).

The arrangements agreed on in the Employment Conditions Agreement Caribbean Netherlands relate to the civil servants working at the Rijksdienst Caribbean Netherlands. The arrangements are established in the 'BES Civil Servants Remuneration Scheme'. Arrangements agreed on in the Sector Consultation have binding effect on the teaching staff. Examples of topics discussed centrally in the Sector Consultation include the salary increase for civil servants (this does not include the teaching staff), pension contribution, holiday allowance, pregnancy and maternity leave, and anniversary bonuses.

The terms and conditions of employment of civil servants in the Caribbean Netherlands are also applicable to the teaching staff of special education. This is because the terms and conditions of employment of the civil servants are laid down in legislation and regulations such as regulations governed by the BES Civil Servants Act. As explained in chapter 1, they are applicable by analogy to the teaching staff of special education. The salaries and allowances are negotiated by the education sector itself in the ABC.

### 13.2 The employment conditions consultation for teaching staff in the Caribbean Netherlands

Based on the applicable legislation and regulations, the island government is responsible for the establishment by island ordinance of a scheme for the salaries and allowances of the teaching staff<sup>339</sup>. This is done after agreement has been reached in the Agreement-Based Consultation (ABC)<sup>340</sup>. The ABC is held separately on each island. On the employer side, all school boards participate in these consultations. On the employee side, the trade unions ABVO and SIMABO participate on Bonaire, and a representative part of the staff on Saba and St. Eustatius. In practice, this amounts to both two representatives of teaching and non-teaching staff.

The Education, Culture and Science (OCW) Department of the Rijksdienst Caribisch Nederland is involved in the substantive preparation of the ABC from a supporting role. Consultation on other topics also takes place for the teaching staff in the ABC. The result of the consultation, arrangements on salaries and allowances and other topics, is formalised in an employment conditions agreement. It is established for each island. The employment conditions agreement is then formalised into a scheme by the Public Entity by means of an island ordinance.

There is no trade union leave in the Caribbean Netherlands yet. Employers, employees, and trade unions can agree on this together.

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<sup>339</sup> Section 37 Subsection 2 of the BES Primary Education Act, Section 11.85 Subsection 3 of the Secondary Education Act 2020, and Section 4.1.4. Subsection 2 of the BES Adult and Vocational Education Act.

<sup>340</sup> Section 37 Subsection 3 of the BES Primary Education Act, Section 11.85 Subsection 4 of the Secondary Education Act 2020, and Section 4.1.4. Subsection 3 of the BES Adult and Vocational Education Act.

In the second Education Agenda Caribbean Netherlands<sup>341</sup>, an exploration of how to improve the consultation system on the terms and conditions of employment of the teaching staff was announced. This exploration is still ongoing. In the third Education Agenda Caribbean Netherlands<sup>342</sup>, it was agreed that school boards are committed to the professionalisation for the purpose of the employment conditions consultation. Funds are available for this in the lump-sum. OCW can provide support in this professionalisation, if so required.

Two teaching trade unions are currently active in the consultation on the terms and conditions of employment: SIMABO (Sindikato pa Maestronan Boneriano) and ABVO. These trade unions join the ABC. The arrangements from the employment conditions agreement are paid from the funding. This is done according to set rules included in the funding decrees. Each school receives a decision from DUO with the new amount of the funding.

In the annual report, the school indicates how it has implemented the employment conditions agreement. For example, as to how the training and development allowance and the professionalisation funds were spent.

### 13.3 Participation Council

Effective from 1 August 2014, the participation provisions in the BES education legislation entered into force. The Participation Council (PC) was introduced in a limited form in the Caribbean Netherlands. Unlike in the European Netherlands, the PC does not yet have a statutory right of consultation or consent. The competent authority is required to consult with the PC at least twice a year on the general state of affairs<sup>343</sup>.

The PC consists of at least four members and contains a representation of parents and staff that can be considered to be representative<sup>344</sup>. The members of the participation council are elected partly from and by the staff, by the parents and, in secondary education, by the students. Importantly, the number of members elected from and by the staff and the parents must be equal. In secondary education, this also applies to the number of members elected from the student group<sup>345</sup>. In senior secondary vocational education (MBO), students can also participate in the PC<sup>346</sup>.

The competent authority and the PC can conclude agreements in a participation scheme to be adopted at school level about the way in which participation is to take place at school. Schools can, in consultation with their PC, choose a form of participation that suits the needs and possibilities of the school.

In addition to the statutory regulation of participation, schools can individually or jointly decide that the participation council or its staff section receive more powers. This can be done in the employment conditions agreement as was done with the workload funds in 2018. A school can also agree in consultation with the participation council that the council

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<sup>341</sup> Education Agenda Caribbean Netherlands 2017-2020 'Working on a next step together'.

<sup>342</sup> Education Agenda Caribbean Netherlands 2023-2027 'Towards a higher quality of our education'.

<sup>343</sup> Section 19 Subsection 1 of the BES Primary Education Act, Section 11.36. Subsection 1 of the Secondary Education Act 2020, and Section 5.1. Subsection 1 of the BES Adult and Vocational Education Act.

<sup>344</sup> Section 18 Subsection 1 and Section 19 Subsection 1 of the BES Primary Education Act, Section 11.33. Subsection 2 and Section 11.36. Subsection 1 of the Secondary Education Act 2020.

<sup>345</sup> Section 18 Subsections 3 and 4 of the BES Primary Education Act and Section 11.85. Subsections 3 and 4 of the Secondary Education Acts 2020.

<sup>346</sup> Section 5.1. Subsection 1 of the BES Adult and Vocational Education Act.

is granted more powers. These arrangements are established in the participation regulations.

You can find more information about the participation council in Sections [18](#) and [19](#) of the BES Primary Education Act, Sections [11.33.](#), [11.34.](#), [11.35.](#), and [11.36.](#) of the Secondary Education Act 2020, and [Section 5.1.](#) of the BES Adult and Vocational Education Act.

### 13.4 Redundancy plan

There are no regulations that require schools to prepare a redundancy plan in the event of an organisational change. However, if there are personnel consequences, they should be discussed with the trade unions, or in their absence with the staff section of the participation council. This then results in a redundancy plan. The trade union can try to enforce a redundancy plan if the employer does not want to prepare a redundancy plan. A redundancy plan can cover the following topics:

- Training to make employees suitable for a different position within the organisation;
- Possibly an extension of the dismissal period to allow employees to find a new position;
- Assistance in finding a new position;
- With award of an amount;
- Substitution: an employee not threatened with redundancy relinquishes their place to an employee who is made redundant. For example, because the pension age is almost reached and the employer also awards an amount.

The employer and the trade union(s) or the staff section of the participation council decide together what is included in the redundancy plan.

## Chapter 14. Appendices

### Appendix 14.1 Overview of relevant legislation and regulations

#### Relevant legislation

- BES Primary Education Act
- Secondary Education Act 2020
- BES Adult and Vocational Education Act
- BES General Old-Age Pension Insurance Act
- BES Pensions (Civil Servants) Act
- BES Civil Code (Book 7a)

#### Orders in Council

- BES Civil Servants (Legal Status) Decree
- BES Civil Servants (Holidays and Release from Service) Decree
- BES Civil Servants (Redundancy Pay) Decree

## Ministerial Regulations and Schemes

- BES Consignment and TOD (Civil Servants) Regulations
- Establishment School Holidays Regulations
- BES Performance Review Scheme
- BES Civil Servants Appraisal Scheme
- BES Civil Servants Travelling Scheme
- Travelling Abroad Scheme<sup>347</sup>
- BES Child, Breadwinner and Secondment Allowance Regulations
- BES Civil Servants Removal Expenses Scheme
- BES Civil Servants Remuneration Scheme<sup>348</sup>

## Island Ordinances

- Remuneration and Allowances Teaching Staff Bonaire Regulations (Remuneration Decree 2019)<sup>349</sup>
- Remuneration and Allowances Teaching Staff St. Eustatius Regulations (Remuneration Decree 2019)
- Remuneration and Allowances Teaching Staff Saba Regulations (Remuneration Decree 2019)

## Employment Conditions Agreements Bonaire

- Employment Conditions Agreement Bonaire 2021-2023
- Signed Addendum I Bonaire (ECA (2021-2023)
- Signed Addendum II Bonaire (ECA 2021-2023)
- Employment Conditions Agreement Bonaire 2018-2020
- Appendices 1 and 2 Bonaire (ECA 2018-2020)
- Signed Addendum I Bonaire (ECA 2018-2020)
- Signed Addendum II Bonaire (ECA 2018-2020)
- Addendum 13<sup>th</sup> month Bonaire (ECA 2018-2020)
- Supplemental salary increase including appendices Bonaire (2019-2020)
- Employment Conditions Agreement Bonaire (2013-2014)

## Employment Conditions Agreements St. Eustatius

- Employment Conditions Agreement St. Eustatius (2021-2023)
- Signed Addendum I St. Eustatius (2021-2023)
- Signed Addendum II St. Eustatius (2021-2023)
- Employment Conditions Agreement St. Eustatius (2018-2020)
- Appendices 1 and 2 St. Eustatius (ECA 2018-2020)
- Signed Addendum I St. Eustatius (ECA 2018-2020)
- Signed Addendum II St. Eustatius (ECA 2018-2020)
- Addendum 13<sup>th</sup> month St. Eustatius (ECA 2018-2020)

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<sup>347</sup> Only Appendix 1 pertaining to Section 3 Subsection 1.

<sup>348</sup> Only Section 9 in so far as it regards the remuneration for on-call availability in case of contingencies.

<sup>349</sup> The Public Entities have separately issued the Remuneration Decree 2019. However, the content of these island decrees regulating the remuneration is the same. For this reason, the decree is referred to in this manual as the Remuneration Decree 2019.

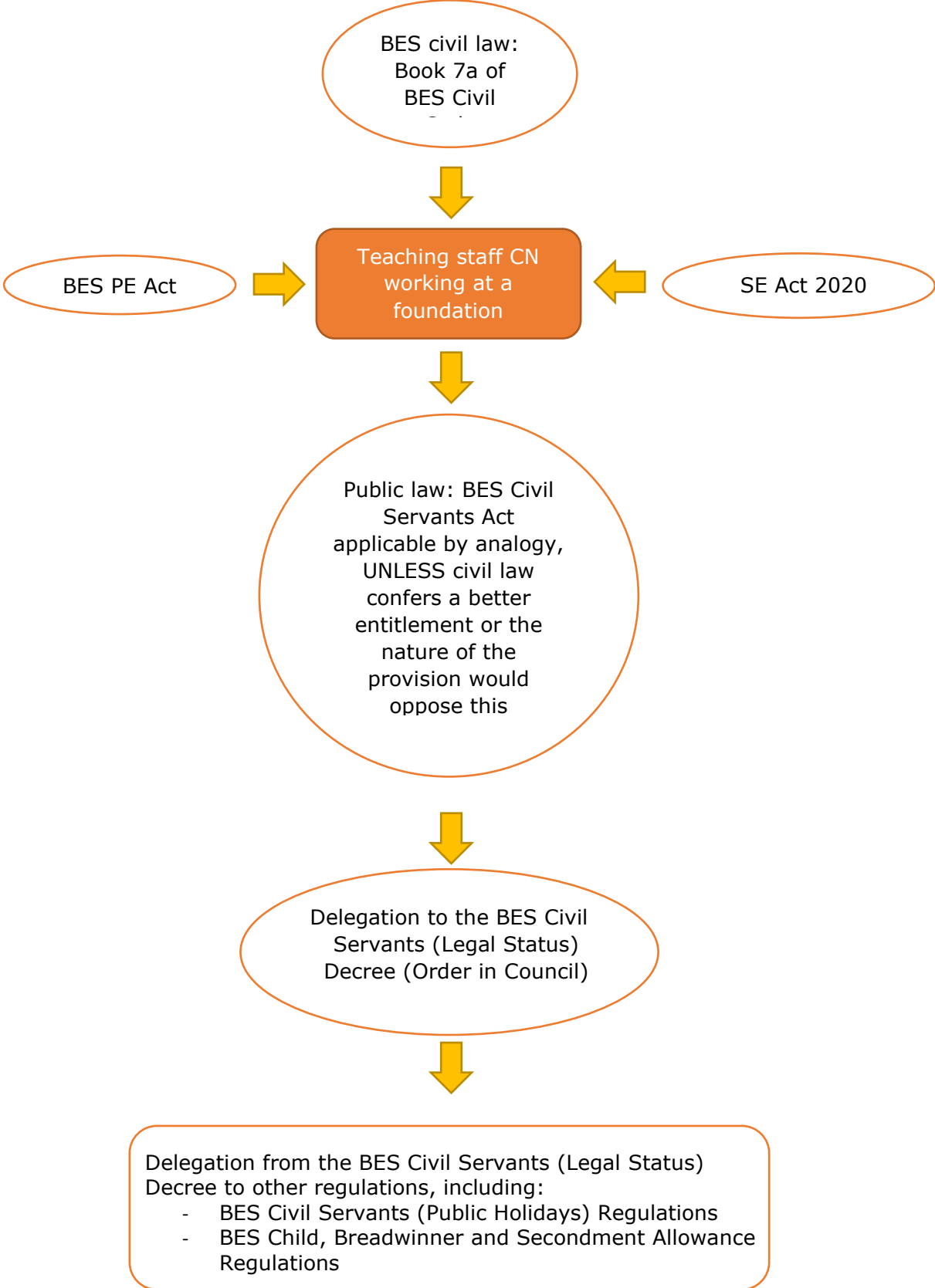
- Supplemental salary increase St. Eustatius (2019-2020)
- Appendix supplemental salary increase St. Eustatius (2019-2020)
- Employment Conditions Agreement St. Eustatius (2013-2014)

### Employment Conditions Agreements Saba

- Employment Conditions Agreement Saba (2021-2023)
- Signed Addendum I Saba (ECA 2021-2023)
- Signed Addendum II Saba (ECA 2021-2023)
- Employment Conditions Agreement including appendices 1 and 2 Saba (2018-2020)
- Signed Addendum I Saba (ECA 2018-2020)
- Signed Addendum II Saba (ECA 2018-2020)
- Addendum 13<sup>th</sup> month Saba (ECA 2018-2020)
- Supplemental salary increase including appendices Saba (2019-2020)
- Employment Conditions Agreement Saba (2013-2014)

**Appendix 14.2** Schedule legal status teaching staff Caribbean Netherlands

Civil law (Book 7a of the BES Civil Code) and the BES Civil Servants Act (delegated to the BES Civil Servants (Legal Status) Decree) are in practice applicable to all teaching staff CN, both PE and SE. The provision that confers the best entitlement on the employee takes precedence.



## Appendix 14.3 Standard positions board

Standard positions, job characteristics, and maximum scales.

### Primary education

The **board**, under the responsibility of the competent authority, is entrusted with:

- The management of the institution;
- The shared management of the preparation and implementation of the educational, school organisational, and internal policies within the institution;
- The shared preparation and implementation of the human resources policies at the institution;
- The shared preparation and implementation of the financial policy of the institution;
- The maintenance of internal and external contacts related to the aforementioned tasks;
- The provision of teaching and the performance of the activities directly ensuing from the same as described in the task characteristic for the standard position of primary education teacher contained in this appendix, insofar as the interested party is not completely exempt from teaching;
- All that, incidentally, fits within a normal board task.

The **director** is responsible for all activities that fall within the remit of the board. Depending on the number of students at the institution, one of the following salary scales is applicable to the director.

Maximum scale director primary education	
Number of students	Maximum scale
Up to 175	11
From 175 up to 350	12
From 350	13

The **deputy director** is primarily entrusted with the activities arising from their teaching position. In addition, they perform the activities pertaining to the task of the board under the ultimate responsibility of the director; they replace the director in their absence. Depending on the number of students at the institution, one of the following salary scales is applicable to the deputy director.

Maximum scale deputy director primary education	
Number of students	Maximum scale
Up to 350	10
From 350	11

### Secondary education (including MBO)

The **board**, under the responsibility of the competent authority, is entrusted with:

- The management of the institution;

- The shared management of the preparation and implementation of the educational and school organisational policy within the institution;
- The shared preparation and implementation of the human resources policies at the institution;
- The shared preparation and implementation of the financial policy of the institution;
- The maintenance of internal and external contacts related to the aforementioned tasks;
- The provision of teaching and the performance of the activities directly ensuing from the same as described in the task characteristic for the standard position of secondary school teacher in this appendix, insofar as the interested party is not completely exempt from teaching;
- All that, incidentally, fits within a normal board task.

The **director** or **rector** is responsible for all the activities that are part of the task of the board. Depending on the number of students at the institution, one of the following salary scales is applicable to the director or rector.

Maximum scale director or rector secondary education (including MBO)	
Number of students	Maximum scale
Up to 200	13
From 200 up to 1000	14
From 1000	15

The **deputy director** or **assistant rector** is primarily in charge of the activities arising from their teaching position. In addition, they perform the activities that are part of the task of the board under the final responsibility of the director or rector; they replace the director or rector in their absence. Depending on the number of students at the institution, one of the following salary scales is applicable to the deputy director or assistant rector.

Maximum scale deputy director or assistant rector secondary education (including MBO)	
Number of students	Maximum scale
Up to 500	12
From 500 up to 1000	13
From 1000	14

## Appendix 14.4 Standard positions teachers

Standard positions, job characteristics, and maximum scales for teachers.

### Primary education

The positions of teacher that can occur in primary education are those of teacher LB, LC, and LD<sup>350</sup>.

The position of **teacher** comprises:

- The provision of education and the activities directly arising of the same, including specific guidance as provided for in the care plan;
- General activities that are reasonably incidental to teaching at the school, such as:
- The participation in team meetings;
- The maintenance of contact with colleagues in the school, parents, expertise centre education care, etc;
- The participation in additional training and refresher courses;
- The formation and counselling of prospective teachers;
- The performance of other activities for the smooth operation of the school.
- An intellectual and professional ability at the level of Higher Professional Education Plus (HBO+), due to an additional specialisation in areas such as maths, language, care or learning disabilities;
- Acting as a substantive sounding board in their own discipline;
- Making a cross-group contribution to the educational development of the school;
- The identification and analysis of needs for innovation of education and the contribution to the development of new educational programmes on that basis.

### Secondary education (including MBO)

The positions of teacher that can occur in secondary education and senior secondary vocational education (MBO) are those of teacher LB, teacher LC, and teacher LD.

The position of **teacher** includes the provision of education and the performance of general activities that reasonably result from teaching at the school, such as:

- The participation in team meetings;
- The maintenance of contact with colleagues in the school, and with parents;
- The participation in retraining and refresher courses;
- The formation and counselling of prospective teachers;
- The performance of external tasks;
- The performance of other activities in the context of contract activities that, by nature and level, correspond to the position of teacher;
- The performance of other activities for the smooth operation of the school.

The **teacher LB** is responsible for all activities pertaining to the task of the teacher.

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<sup>350</sup> The decision to classify a primary school teacher in scale LD is reserved for the employer.

The **teacher LC** is responsible for all activities pertaining to the task of the teacher. The position of teacher LC differs from that of teacher LB in that it involves:

- Additional expertise in pedagogical and/or didactic areas, for example with regard to complex learning and/or behavioural problems in students;
- Making a contribution to the professionalisation of teachers through the transfer of knowledge and experience in the pedagogical and/or didactic area; and/or by making a greater contribution to the educational development within the school, because there is question of:
  - The identification and analysis of needs for innovation of education;
  - The provision of the design, elaboration, and improvement (as part of a team) of elements of the curriculum, teaching materials, learning resources, and tests;
  - Making a contribution to the professionalisation of teachers with regard to the development and innovation of education.

The **teacher LD** is responsible for all activities pertaining to the task of the teacher. The position of teacher LD differs from that of teacher LC in that there is a weightier responsibility for the development and innovation of education in the school, expressed in:

- From the role of expert, providing insight into relevant subject-related and pedagogical-didactic developments and the translation of these into education in the school;
- Reviewing the outcome of educational research on its potential relevance to education within the school;
- As the occasion arises, conducting applied educational research;
- The submission of proposals for the development and innovation of education;
- The supervision or management of project and working groups in the field of the development and innovation of education;
- From the role of expert, making a contribution to the professionalisation of teachers in the area of the development and innovation of education.

## Appendix 14.5 Standard positions teaching support staff

Standard positions, job characteristics, and maximum scales of teaching support staff.

### Primary education

Standard position	Job characteristic	Maximum scale
<b>Cleaner</b>	<ul style="list-style-type: none"> <li>▪ Ensuring that the school building (corridors, stairs, halls, toilets, classrooms, auditorium, rooms, windows, etc.) is (and stays) clean.</li> <li>▪ Maintaining stocks of cleaning products, etc.</li> </ul>	1
<b>Maintenance officer</b>	<p>The performance of minor maintenance activities and repairs to school buildings, inventory, and equipment, including:</p> <ul style="list-style-type: none"> <li>▪ The maintenance and repair of furniture, hinges and locks of doors, window frames, plumbing, electrical installations, heating, tools, machinery;</li> <li>▪ The painting of windows, doors and frames etc;</li> <li>▪ The performance of minor alterations, (re-)assembly of partition walls, the re-routing of electrical cables, etc.</li> </ul>	3
<b>Administrative officer</b>	<p>The performance of:</p> <ul style="list-style-type: none"> <li>▪ Typing activities and other administrative activities;</li> <li>▪ Financial administrative activities;</li> <li>▪ activities for the benefit of the student administration;</li> <li>▪ Secretariat activities;</li> <li>▪ Simple financial / numerical administrative tasks.</li> </ul>	4
<b>Teaching assistant</b>	<ul style="list-style-type: none"> <li>▪ The assistance of the teacher in the lower grades at their instructions in the performance of simple routine substantive teaching tasks.</li> <li>▪ The supervision of students in skill acquisition.</li> <li>▪ Making a practical organisational contribution to the classroom management.</li> <li>▪ The performance of other activities related to the position.</li> </ul>	4
<b>Teaching assistant vocational subjects</b>	<ul style="list-style-type: none"> <li>▪ The preparation of the equipment required for demonstration trials and practicals.</li> <li>▪ The instruction of students on the use of machines and tools.</li> <li>▪ The provision of technical instructions during class and during the preparation of assignments.</li> </ul>	5

- The maintenance, repair, and production of (auxiliary) equipment.
- The periodic inspection of the machines and equipment etc.

The job characteristics are not applicable one-on-one to the PE teachers but are comparable. Since these are standard positions, schools themselves can adapt the description to the PE teacher position.

## Secondary education (including MBO)

Standard position	Job characteristic	Maximum scale
<b>Cleaner</b>	<ul style="list-style-type: none"> <li>▪ Ensuring that the school building (corridors, stairs, halls, toilets, classrooms, auditorium, rooms, windows, etc.) is (and stays) clean.</li> <li>▪ Maintaining stocks of cleaning products, etc.</li> </ul>	1
<b>Security officer</b>	<p>Ensuring the safety of students, employees, and the school, and in this context the performance of the following tasks:</p> <ul style="list-style-type: none"> <li>▪ The monitoring of the access to the school;</li> <li>▪ The surveillance through building(s) and on the grounds of the school;</li> <li>▪ The removal of unwanted persons;</li> <li>▪ The supervision on compliance with rules of conduct and safety regulations;</li> <li>▪ Conducting investigations into the theft or loss of property within the school;</li> <li>▪ Responding to aggressive behaviour by students and visitors;</li> <li>▪ The provision of assistance in case of contingencies.</li> </ul>	4
<b>Concierge</b>	<ul style="list-style-type: none"> <li>▪ The supervision on the use, the management, and the security inside and outside the building.</li> <li>▪ The provision for and the supervision on the remedy of defects and malfunctions in installations, equipment, and buildings.</li> <li>▪ The performance of minor maintenance and repair activities, where necessary.</li> <li>▪ The performance of facility support services.</li> <li>▪ Acting on conflicting student behaviour.</li> </ul>	4
<b>Administrative officer</b>	<p>The performance of administrative support tasks, including:</p> <ul style="list-style-type: none"> <li>▪ The provision of correspondence;</li> <li>▪ The organisation and monitoring of agendas;</li> <li>▪ The administrative / organisational preparation of meetings and gatherings and the preparation of minutes and reports;</li> <li>▪ The collection and processing of information for the benefit of the management and the annual report;</li> <li>▪ The entry of data into administration systems (e.g. student records and staff information system);</li> <li>▪ The supply of general information.</li> </ul>	5

<b>Teaching assistant vocational subjects</b>	<ul style="list-style-type: none"> <li>▪ The preparation of the equipment required for demonstration trials and practicals.</li> <li>▪ The instruction of students on the use of machines and tools.</li> <li>▪ The provisions of technical instructions to students during class and during the preparation of assignments.</li> <li>▪ The maintenance, repair, and production of (auxiliary) equipment.</li> <li>▪ The periodic inspection of the machines and equipment etc.</li> </ul>	5
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## Appendix 14.7 Appraisal interview form

Datum beoordelingsgesprek <sup>1</sup> :		Datum laatste beoordeling:	
Beoordeling over tijdvak	Van:	Tot:	

Naam:		Dienst:	
Achternaam:		Afdeling:	
Identiteit nr:		Funcienaam:	
		Huidige schaal:	sinds:
		Eindschaal:	

BEOORDELAAR	
Naam:	
Handtekening	
Datum opmaak beoordeling	/ /

REDEN BEOORDELING	
Ingebracht door de functionaris	Ingebracht door de beoordeelaar

Onderdeel 1		FUNCTIEGEZICHTSPUNTEN	
20% van de gemaakte afspraken nagekomen =	10 punten	AANTAL PUNTEN voor het gehele onderdeel 1. functiegezichtspunten:	
40% van de gemaakte afspraken nagekomen =	20 punten		
60% van de gemaakte afspraken =	30 punten		
80% van de gemaakte afspraken =	40 punten		
100% van de gemaakte afspraken =	50 punten		
AFSPRAKEN M.B.T. UIT TE VOREN TAKEN		OVEREENGEKOMEN NORMEN / STANDAARDS	
OVEREENGEKOMEN OPLEIDING / TRAINING EN RANDVOORWAARDEN			
AFSPRAKEN		RESULTATEN	

<sup>1</sup> Tegen de beoordeling kunt u binnen 5 werkdagen nadat het beoordelingsgesprek heeft plaatsgevonden schriftelijk in bezwaar gaan bij de beoordelingsautoriteit.

Onderdeel 2		GEDRAGSCRITERIA		Score
				<i>Zie toelichting!</i>
GEDRAGSCRITERIA	BEARGUMENTERING			
<b>Werkattitude</b> <i>Servicegerichtheid, het nastreven van doelen van de organisatie, initiatief nemen, samenwerken met collega's, samenwerking met externen, ziekteverzuim</i>				
<b>Communicatie</b> <i>Mondeling communiceren, schriftelijk communiceren, omgang met collega's, omgang met publiek</i>				
<b>Zelfstandigheid</b> <i>Durft beslissingen zelf te nemen, overweegt voor en nadelen van het nemen van zelfstandige beslissingen</i>				
<b>Planning</b> <i>Planning werkzaamheden, taakgericht, kwaliteit van het werk, kwantiteit van het werk, inspelen op veranderde omstandigheden, tijdsbesteding</i>				
<b>Kennis</b> <i>Theoretische kennis, praktische kennis, begrip en inzicht</i>				
<b>Leidinggeven</b> <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 prioriteitstelling, inschatte mankracht en knowhow, orde op zaken weten te stellen, doeltreffende coördinatie, steunen van medewerkers</i>				

<b>Aantal punten onderdeel 1</b> <i>(functiegezichtspunten)</i>	
<b>Aantal punten onderdeel 2</b> <i>(gedragscriteria)</i>	
<b>Totaal aantal punten (1 + 2)</b>	

<b>Eindscore</b>		<i>niet leidinggevende</i>	<i>leidinggevende</i>
	<i>A = niet acceptabel:</i>	<i>15 tot 29 punten</i>	<i>16 tot 31 punten</i>
	<i>B = meer begeleiding nodig:</i>	<i>30 tot 40 punten</i>	<i>32 tot 47 punten</i>
	<i>C = voldoende:</i>	<i>45 tot 59 punten</i>	<i>48 tot 63 punten</i>
	<i>D = meer dan voldoende:</i>	<i>60 tot 74 punten</i>	<i>64 tot 79 punten</i>
	<i>E = uitmuntend:</i>	<i>75 punten</i>	<i>80 punten</i>

<b>BEOORDELINGSADVIES</b>	<b>JA</b>	<b>NEE</b>	<b>NVT</b>
<b>SALARISTREDE</b>			
<b>OVERIG</b>			

<b>OPMERKING MEDEWERKER</b>

<b>BEOORDELAAR</b>	<b>BEOORDELINGSAUTORITEIT</b>
<b>Naam:</b> <b>Handtekening</b>	<b>Naam:</b> <b>Handtekening</b>
<b>Datum</b> / /	<b>Datum</b> / /

<b>MEDEWERKER</b>
<b>Naam:</b> <b>Handtekening VOOR GEZIEN EN ONTVANGST</b>
<b>Datum</b> / /

*Explanatory notes to part 2: Structure of the scores on behavioural criteria*

<b>Behavioural criterion</b>	<b>Score</b>	<b>Meaning of the score</b>
<b>Attitude</b>	1	<p>– Makes no effort to serve client; does not keep agreements with clients; is not task-oriented at all; regular complaints about rude behaviour.</p> <p>– Argues constantly; is uncooperative; does not cooperate well with colleagues; is not amenable to reasonable arguments; rigidly adheres to certain ways of working and established habits; has a negative impact on the atmosphere.</p>
	2	<p>– Shows little helpfulness towards client; sometimes misses appointments; short-tempered in their contacts; sometimes does not cooperate well with colleagues.</p> <p>– Does not adapt easily; action towards others is not always correct; does not sufficiently consider the interests of others; is occasionally not task-oriented.</p>
	3	<p>Treats clients in a correct and friendly manner; always keeps agreements; accepts criticism; is considerate of others; sees the connection of their work to the bigger picture; cooperates reasonably with colleagues; is sufficiently task-oriented.</p>
	4	<p>Sets client at ease completely; does follow-up where necessary; good feedback on behaviour; sympathetic and collegial in their actions; easy to get along with; has a good influence on atmosphere; works well with colleagues; is consulted informally by colleagues.</p>
	5	<p>Exceptional service to client; knows how to represent company externally in a positive way; works very well with colleagues; regular commendable feedback on behaviour.</p>
<b>Communication</b>	1	<p>Does not tell what they are working on; does not identify bottlenecks; has little or no ability to put their thoughts into words.</p>
	2	<p>Insufficient command of the language; sometimes lets their emotions dominate them; spelling and structure of correspondence must improve; needs to be encouraged to say what they are doing.</p>

*Explanatory notes to part 2: Structure of the scores on behavioural criteria*

<b>Behavioural criterion</b>	<b>Score</b>	<b>Meaning of the score</b>
	3	Use and command of language give no cause for comment; editing of correspondence satisfactory; states on their own accord what they are facing and gives their opinion on it.
	4	Knows how to express themselves well, nuanced, clear and concise, formulates well, open person who communicates easily.
	5	Crystal-clear discourse, very clear and logical structure of correspondence, listens very well to others, can communicate well in any situation.
<b>Independence</b>	1	Needs constant directions and control; often falls back on others; no line or plan in approach can be identified; exhibits 'flight' behaviour.
	2	Needs direction and control at times; is not always planned and effective in their approach; sometimes falls back on others.
	3	Fulfils their activities almost without instructions and control; tackles their work efficiently in general; asks for help when necessary and can resume their activities after a single instruction.
	4	Needs further instructions only in highly exceptional cases and then indicates themselves what and when they need further guidance; shows good planning of their work; achieves set goals efficiently
	5	Needs no direction to carry out their activities in a highly efficient manner within the set deadline; functions completely autonomously
<b>Planning</b>	1	Plans poorly; never meets their targets; does not keep agreements; makes no effort to adjust their plan.
	2	Needs prompts to plan; needs help and control in planning; has low efficiency.
	3	Plans almost without instructions; has sufficient understanding of the objective; can reasonably formulate a plan of action; asks for suggestions on how to proceed if necessary.

*Explanatory notes to part 2: Structure of the scores on behavioural criteria*

<b>Behavioural criterion</b>	<b>Score</b>	<b>Meaning of the score</b>
	4	Needs almost no direction to plan and indicates themselves where they need help; can plan their work well and always achieves set targets.
	5	Needs no instruction at all to plan their activities; always achieves the set targets by the agreed deadline.
<b>Knowledge</b>	1	Definitely lacks elementary knowledge.
	2	Needs to deepen their knowledge; has limited knowledge; does not keep up with developments in their field.
	3	Possesses necessary theoretical and practical knowledge; keeps abreast of developments in their field.
	4	Possesses good knowledge; is very knowledgeable about developments within and outside the field.
	5	Possesses very good and extensive knowledge; masters the field completely; is very interested in developments within other relevant fields of work; is recognised as an expert by outsiders.
<b>Leadership</b>	1	Lacks dominance; does not see broader context, does not take changes into account and incorporate them into the planning and organisation of the activities of the group; maintains the status quo; is not accepted by the group.
	2	Still has still lack a little of authority, needs to be forced into taking unpleasant measures; is not yet sufficiently engaged with changes and developments; shows little initiative.
	3	Is accepted by the group and the surroundings; takes the opinions of others into account; argues any differing views; stimulates and motivates sufficiently.
	4	Is held in high regard by the group and the surroundings; ensures good interpersonal relations; instructs and trains their people properly; has an eye for and initiates necessary changes; reliable.
	5	Excellent leader; excellent sense of interests of both the organisation and employees; has charisma; is realistic.

## Appendix 14.8 Complaints form Complaints Committee for Education Caribbean Netherlands

### COMPLAINTS FORM

In front of you is the complaint form for education in the Caribbean Netherlands.

You are requested to fill in the complaint form correctly and completely. For assistance in completing it, you can approach a trusted person within the school. You can only use this form after having followed the internal complaints procedure. All information is treated with great discretion.

The block below must be completed by the complainant.

Name	
M/F	
Address	
Home telephone	
Mobile telephone	
Email address	
Date	
Communication preferences	Email / Telephone / Individual meeting

Below, you enter the name of the person at school who you feel did not act correctly or properly.

Name of the school:	
Name and telephone of the school leader:	
Name and telephone of the person who assisted with the completion of this form.	
Date or period from which this case dates.	
Name and position of the person against whom you want to submit the complaint	
Did you submit the complaint against the person to the school management / director. (Y/N)	Yes,.....  No, because.....
Give a short reaction of the school management.	
<b>Not completing the right-hand column means the complaint is not</b>	

<b>being processed unless the complaint is about the school leader!</b>	
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2

Did you submit the complaint against the person to the school board (Y/N)	
Give a short reaction of the school board.  <b>Not completing the right-hand column means the complaint is not being processed!</b>	

Clearly and concisely describe your complaint in the block below.(when, where, who, and what). Add any attachments.

Signature submitter and date

After signing the form, send to one of the email addresses below<sup>351</sup>.

1. [REDACTED] (Bonaire)
2. [REDACTED] (Saba)
3. [REDACTED] (St. Eustatius)

3

To be completed by the Complaints Committee for the statistics. (tick)

The improper conduct of the competent authority, teachers, and other persons working at the school		Establishment of the school organisation	
The relationship between the aforementioned persons and the child		Sexual abuse and sexual harassment	
The relationship between the aforementioned persons and the parent		Discriminatory behaviour	
The teaching method, content of instruction		Aggression or violence	
Supply of information, communication, and the information provided in the school guide		Bullying	
Preliminary examinations, school tests and examinations		Financial matters	
Supervision of students		Safety and hygiene	
Application of disciplinary sanctions, suspension, and expulsion		School policy	
Assessment of students		Other, namely.....	

Description ruling / opinion Complaints Committee

Signature and date of the chair. Forward to the school board.

<sup>351</sup> The email addresses of the Complaints Committee are personal accounts. You can obtain the contact details for the island where you live from the school board or from the Rijksdienst Caribisch Netherlands.

## Appendix 14.9 Overview of schools covered by the scope of application of the employment conditions agreements<sup>352</sup>

### Bonaire

- Foundation Birgen Maria Education
- Foundation "Learning is Fun"
- Foundation Public Education Bonaire

### Saba

- Saba Educational Foundation
- Foundation Catholic Education Saba

### St. Eustatius

- Governor De Graaff School Foundation
- St. Eustatius Seventh Day Adventist School
- Bethel Methodist Foundation for Education
- Golden Rock School
- Gwendoline van Putten School

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This also includes Scholengemeenschap Bonaire (SGB), but it indicated that it does not want to be mentioned in the Staff Handbook Teaching Staff Caribbean Netherlands.<sup>352</sup>