COLLECTIVE BARGAINING AGREEMENT

between
THE BERMUDA PUBLIC SERVICES UNION
&
THE GOVERNMENT OF BERMUDA

OCTOBER 1, 2020
TO
MARCH 31, 2025

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ARTICLE 1 - PURPOSE

1.1. To set out the *Collective Bargaining Agreement (hereinafter referred to as the Agreement)* regulating salaries and other terms and conditions of service.

1.2. The Government of Bermuda *(hereinafter referred to as the Government)* and the Bermuda Public Services Union *(hereinafter referred to as the Union)* have entered into this Agreement and pledge themselves to comply with its provisions and to promote and maintain a co-operative and constructive relationship between the Government and Public Officers represented by the Union.

1.3. The Government agrees to apply its rules, regulations and directives and orders in a fair and equitable manner.

1.4. This Agreement supersedes the *Employment Act 2000*, and any subsequent amendments. Except where this Agreement is silent, then the *Employment Act 2000* prevails.

ARTICLE 2 - RECOGNITION

2.1. The Government recognizes the Union as the sole bargaining agent in respect of Public Officers employed in the Public Service in an executive, administrative, professional, technical, supervisory, clerical, or other appropriate capacity, with the exception of Public Officers whose salaries are computed on an hourly or weekly basis and who are employed in defined categories represented by another Union or Association. Any new positions that perform work or functions historically performed within the bargaining unit shall be included in that unit.

2.2. The Government exempts from such recognition the following posts: Deputy Governor, Chief Justice, Puisne Judges, Registrar/Taxing Master of the Supreme Courts, Magistrates, Attorney General, Secretary to the Cabinet, Head of the Public Service, Director of Public Prosecutions, the Information Commissioner, the Privacy Commissioner, the Ombudsman and any other persons who are not appointed by the Public Service Commission in accordance with *Section 82* of the *Bermuda Constitution Order 1968* or fall within *Section 103.1(e). of the Bermuda Constitution Order 1968* and any additional statutory posts that could be potentially added in the future.

2.3. The Government undertakes to notify the Union of changes at any time in salaries, terms and conditions of service of Public Officers or servants of the Government not represented by the Union.

2.4. The provisions under this Agreement shall not apply to Public Officers seconded to Government Boards, Authorities, Corporations or Agencies outside the Public Service, unless it is agreed by the Public Officer concerned that some or all of the provisions shall

apply. The terms and conditions of service of the Government Board, Authority, Corporation or Agency would ordinarily apply to the seconded Public Officer. Any such secondment shall be with the agreement of the Public Officer concerned. In these circumstances, the Public Officer remains the holder of a substantive post in the Public Service.

2.5. The provisions under this Agreement shall apply to those specified Public Officers represented by the Union who are employed by Government Boards, Authorities, Corporations or Agencies, subject to any other provisions which may exist under a memorandum of understanding or agreement between the Government organisation and the Union.

2.6. The *Public Service Commission Regulations 2001,* and any subsequent amendments, the *Conditions of Employment and Code of Conduct*, and any subsequent amendments, the *Employment Act 2000, and any subsequent amendments,* where applicable, and the current *Collective Bargaining Agreement* between the Government and the Union constitutes each Public Officer's contract of service with Government.

2.7. The Union authorises the Government to facilitate the administrative process associated with the collection and payments for both Members and the non-union worker service fees in accordance with the *Trade Union and Labour Relations (Consolidation) Act 2021* and *Employment Act 2000,* and any subsequent amendments to the aforementioned Acts.

ARTICLE 3 - STATUS OF THE AGREEMENT

3.1. Any provision of this Agreement shall be determined a valid exception to and shall supersede any existing or future rules and regulations, orders and practices of the Government for the duration of this Agreement that conflict with this Agreement.

3.2. All matters addressed by this Agreement, except as noted in paragraph 3.1, shall be governed by any such rules, regulations, directives, orders and/or practices of the Government.

3.3. The Government agrees to apply its *Conditions of Employment and Code of Conduct* in a fair and equitable manner in accordance with the *Employment Act 2000,* and any subsequent amendments. Any new matters arising thereto will be agreed in accordance with *Article 32 - Matters Not Specifically Included* in this Agreement.

3.4. The Union recognizes that the Head of the Public Service, on behalf of the Government as the employer of Public Officers, is the sole official signatory for all documents that alters the status of any provision of this Agreement, except where otherwise stated in law.

3.5. All Public Officers are required to adhere to all Government Administrative Policies and/or any subsequent amendments.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1. The Union recognises the Government's right to manage its own operations, to direct the work force, including the right to hire, in accordance with the *Public Service Commission Regulations 2001*, and any subsequent amendments, those Public Officers it considers most suitable for its operation, to suspend or discharge for just cause, to transfer, and the right to relieve Public Officers from duties for legitimate reasons, subject only to such limitations as are provided in this Agreement. However, a Public Officer who believes he/she has been unjustly treated shall have the right to submit his/her claim by following the Grievance Procedure as set out in *Schedule II - Grievance Procedure & Provisions for Avoiding Disputes*.

ARTICLE 5 - UNION RIGHTS

5.1. The Union has the right to represent all of its Members covered by this Agreement, in all matters pertaining to employment and working conditions.

5.2. The Government shall provide noticeboards in convenient places for the posting by accredited Union employees of material and notices for the conduct of Union affairs relating to the Public Officers. All posting of such notices shall be the responsibility of the respective Shop Stewards.

5.3. The Government agrees that the Public Officers shall not be penalised, intimidated, or coerced, including those holding positions of responsibility, by reason of being a Member of the Union, or acting as a Public Officer or representative of the Union.

5.4. The Union agrees that the Public Officers shall not be penalised, intimidated, or coerced by reason if they choose not to become a Member of the Union.

5.5. The Union, in conjunction with the Government of Bermuda, will advise its members that those departments attending called membership meetings should work in partnership with management to ensure that a skeleton crew remains to tend to the public business at hand. The Union agrees to consult with the Head of the Public Service before calling a full membership meeting. The Union recognizes and acknowledges Government's responsibility to ensure the delivery of public services, while maintaining order and efficiency. The Union shall make every effort through consultation with the Government to avoid any disruption to the Public Service.

ARTICLE 6 - SALARIES, PAR RATE & COST OF LIVING ADJUSTMENT

6.1. The salary scales and fixed salaries shall be as set out in *Schedule I - Salaries*.

6.2. The parties have agreed to an increased change in salary par rate of 2.25% for April 1, 2022 to March 31, 2023 plus a one-time payment of $700.00, and 2.25% for April 1, 2023 to March 31, 2024.

6.3. Any changes in the inflation rate will be subject to consideration in each year where a new salary has not been negotiated.

6.4. If the Consumer Price Index should rise 2% above the agreed percentage salary increase applicable to the first year of this Agreement, by April 1, 2021, then the agreed percentage salary increase applicable to the second year shall be further increased by the percentage that the Consumer Price Index has risen above the first year's salary increase up to a maximum of 5%.

ARTICLE 7 - METHOD OF CONVERSION

7.1. If during the term of this Agreement the current grading system changes or if there is a restructuring of the grade steps, it is accepted that no Public Officer will be disadvantaged i.e., their salary scales will not be reduced as a result. Where the new salary scales are directly comparable with existing salary scales, the method of conversion will be point to point.

ARTICLE 8 - INCREMENTAL DATES

8.1. The date of the award of an annual increment shall be as follows:

a) for Public Officers appointed or promoted between the 1st and 15th of a month: the first day of the month,

b) for Public Officers appointed or promoted between the 16th and 31st of a month: the first day of the succeeding month.

ARTICLE 9 - ON CALL, CALL OUT PAY, & OVERTIME

9.1. On Call, Call Out Pay and Overtime shall be set out in *Schedule IV - On Call, Call Out Pay & Overtime of this Agreement*.

ARTICLE 10 - LEAVE

10.1. Leave entitlement shall be as set out in the *Conditions of Employment and Code of Conduct*, and any subsequent amendments, and in *Schedule VII - Leave*.

ARTICLE 11 - PENSION AND HEALTH INSURANCE

11.1. Pensions for Public Officers shall be in accordance with the provisions of the *Public Service Superannuation Act 1981*, or any subsequent legislation.

11.2. Comprehensive Major Medical Health Insurance shall be in accordance with the *Conditions of Employment and Code of Conduct*, and any subsequent amendments, and the *Government Employees Health Insurance (GEHI) Scheme*.

ARTICLE 12 - BAGGAGE & SETTLEMENT ALLOWANCES

12.1. Public Officers entitled to *Baggage and Settlement Allowance* will be paid a prescribed rate as mutually agreed by the Union and the Government and/or as set out in the Public Officer's letter of appointment.

ARTICLE 13 - JOINT COMMITTEES

13.1 A Central Consultative Committee (CCC) shall meet at least quarterly, or more frequently if necessary, or as convenient to both sides. The CCC shall consist of Senior Union Officials of the Union, and the Public Service Executive (PSE) of the Government. The Chairmanship of these meetings shall alternate between the Head of the Public Service or his/her representative and the President of the Bermuda Public Services Union or his/her representative. Decisions agreed to in consultation (if approved by the PSE for such matters as administration and policy, etc. and/or Cabinet for legislative matters, etc.) shall be implemented within a period of two (2) months or as mutually agreed.

13.2 Joint Consultative Committees (JCC) shall be established with all Government Departments that fall under this Agreement. The JCC normally comprises the Department Shop Steward, members of the Department's management team, an HR Business Partner and Union officials such as the Divisional Chairperson, a Vice President and/or the Assistant General Secretary or designate(s). The JCC shall meet at least quarterly, or more frequently if necessary, or as convenient to both sides. The purpose of the JCC is to promote cooperative resolution of workplace issues and to promote harmonious labour relationships between employees, management, and the Union. The Chairmanship shall alternate between Management and the Union.

13.3 A Joint Grading Panel will be established to apply Job Evaluation procedures to new posts, existing posts and re-grading submissions that have been received in accordance with the Conditions of Employment and Code of Conduct.

13.4 A Joint Appeal Tribunal will consider any representations made by an officer who is dissatisfied with a review and subsequent grading.

ARTICLE 14 - DISCIPLINE AND THE SETTLEMENT OF DISPUTES

14.1. Government and the Union undertake to progress matters of discipline and the settlement of disputes as quickly as possible in the interests of both parties. In keeping with this intent, Government and the Union agree to consult on appropriate methods of effecting this undertaking. By mutual agreement, such consultation may include the sharing of information to lend clarity to the particular situation being addressed. The use of Expedited Arbitration or any other method of dispute resolution may be considered based on the circumstances of each case.

14.2. The procedure for discipline shall be described in the *Conditions of Employment and Code of Conduct,* and any subsequent amendments, and the *Public Service Commission Regulations 2001*, and any subsequent amendments.

14.3. The procedure for the settlement of disputes shall be as set forth in *Schedule II - Grievance Procedure & Provisions for Avoiding Disputes* of this Agreement.

14.4. The definition and procedure for Administrative Leave shall be set forth in *Schedule VII – Leave* of this Agreement.

ARTICLE 15 - AGENCY SHOP

15.1. The application of Agency Shop to this Agreement will be in accordance with the *Trade Union and Labour Relations (Consolidation) Act 2021*, and any subsequent amendments. Workers within the bargaining unit will be deemed to be non-union workers if they fail to:

- complete the requisite Membership form; and/or
- pay 100% of the appropriate contributions.

15.2. Non-union workers shall not be entitled to claim the full benefits and privileges granted to Union Members in good standing. The terms & conditions of this Agreement are applicable to non-union workers with the following exceptions:

- the Union will not represent non-union workers as outlined in *Article 14.1 - Discipline and the Settlement of Disputes*, and

- the Union will not represent non-union workers as outlined *in Schedule II - Grievance Procedure & Provisions for Avoiding Disputes*.

15.3. Only workers within the bargaining unit who are Union Members in good standing shall be entitled to full Membership privileges as described in the *Bermuda Public Services Union Constitution* and *Bye-laws*.

ARTICLE 16 - TRAINING

16.1. Training will be provided for Public Officers in accordance with the *Conditions of Employment and Code of Conduct*, and any subsequent amendments. It is the Government's intention whenever and wherever practicable, to provide adequate in-house and external training to improve efficiency and improve the knowledge and proficiency of Public Officers and assist them in preparation for advancement in the service.

16.2. If any technological change alters the tasks and/or skills required of any Public Officer in a post, or if any technological change permanently displaces any Public Officer, Government agrees to provide the opportunity of training for that Public Officer, at Government's expense, for a new post resulting from the technological change or for another equivalent post in the Government service.

16.3. The Union undertakes to give the necessary training in labour relations to its representatives.

ARTICLE 17 - HOURS, DAYS OF DUTY & PUBLIC HOLIDAYS

17.1. As defined in the *Conditions of Employment and Code of Conduct*, and any subsequent amendments, and as set out in *Schedule III - Hours and Days of Duty* and *Schedule V- Duty Days & Public Holidays* of this Agreement.

ARTICLE 18 - OFFICIAL AND PROTECTIVE CLOTHING AND EQUIPMENT

18.1. In certain departments, Public Officers are required to wear uniforms.

18.2. Uniforms will be issued on first appointment and thereafter in accordance with departmental policy.

18.3. Uniforms shall be decorated with the appropriate badges, insignia, ribbons, decorations, and medals of the department, as appropriate.

18.4. The Government and the Union recognise that under the *Occupational Safety and Health Act 1982*, and any subsequent amendments, there is an obligation that requires protective clothing to be issued and worn. The Government will provide protective clothing as required.

18.5. Required safety equipment & training should be provided for all Public Officers who are directly involved in detention of persons, drug and weapon interdiction, and boarder security i.e., handcuffs, Captor spray, self-defence equipment.

ARTICLE 19 - APPOINTMENTS, TRANSFERS & PROMOTIONS

19.1. As defined in the *Public Service Commission Regulations 2001*, and any subsequent amendments and as defined in the *Conditions of Employment and the Code of Conduct*, *and any subsequent amendments*.

ARTICLE 20 - PROBATIONARY PERIOD

20.1. As defined in the *Conditions of Employment and Code of Conduct*, and any subsequent amendments, and the *Public Service Commission Regulations 2001*, and any subsequent amendments.

ARTICLE 21 - RESIGNATIONS

21.1. As defined in the *Conditions of Employment and Code of Conduct*, *and any subsequent amendments*.

ARTICLE 22 - TERMINATION

22.1. As defined in the *Conditions of Employment and Code of Conduct*, *and any subsequent amendments*.

ARTICLE 23 - SENIORITY

23.1. For *Schedule VII – Leave: Annual Leave,* Seniority shall be defined as the length of continuous employment from the last date of hire with the Public Service; likewise, any

length of service in a temporary position shall be included in the computation of Seniority.

23.2. Seniority will accumulate during any approved leave of absence except as provided in this Agreement. Seniority shall not accumulate during lay-off.

23.3. Seniority rights of a Public Officer shall cease, all rights forfeited and he/she shall be deemed terminated for any of the following reasons:

a) leaves of his/her own accord or is retired;
b) is discharged;
c) where he/she has been laid off and not re-called to work within the time periods set forth in *Schedule VIII - Layoffs*;
d) he/she overstays any leave of absence granted by the Public Service;
e) fails to return to work within seven (7) calendar days from the date the notice to return was delivered to the Public Officer's last known address.

23.4. Seniority rights shall apply only to lay-offs, re-call of laid off Public Officers, promotions, transfers, salary administration, and overtime. However, in respect of promotions and transfers, the application of seniority rights shall be in accordance with *Article 19 - Appointments, Transfers and Promotions* of this Agreement.

ARTICLE 24 - CONTINUANCE OF PAY

24.1. If for any reason on 1st March 2025, there are no changes in the rate of pay existing as of 30th April 2025, then until such time as changes have been made those rates of pay existing at 30th April 2025 may continue to apply until further notice.

ARTICLE 25 - REDUNDANCY PAY

25.1. Redundancy payment will be as set forth in *Schedule XIII - Redundancy Pay* of this Agreement.

ARTICLE 26 - APPROVAL BY LEGISLATURE

26.1. It is recognised that this Agreement is subject to the funds to implement it being provided by the Legislature, and the Government undertakes to do all in its power to obtain Legislative approval.

ARTICLE 27 - ADVANCE NOTICE

TECHNOLOGICAL & OTHER CHANGES / PRIVATISATION / CONTRACTING OUT – CONSULTATION

27.1. In the event of any job changes impacting upon the terms and conditions applicable to one or more posts, or a post-holder's continued employment as a result of technological change, reorganisation, revised working methods, privatisation or contracting out; the Government undertakes to give adequate notice in writing to the Union of these changes in sufficient time for a meaningful dialogue to take place between them prior to the introduction of any such changes.

27.2. The Government further undertakes to apply in full the undertakings given in *Article 16 - Training* in respect of any Public Officers whose employment is affected by such changes.

ARTICLE 28 - WORKPLACE BULLYING, SEXUAL HARASSMENT & INCIVILITY

28.1. Every employee is entitled to employment free of bullying, sexual harassment, and incivility.

28.2. Workplace bullying is defined as the habitual display of offensive behaviour intended to harm, intimidate, humiliate, undermine, or coerce a person or group of employees and includes but not limited to, ostracising, ridiculing, shouting at, threatening, and verballing abusing a person or a group of employees. "Bullies" include managers, supervisors, subordinates, co-workers, and colleagues.

28.3. Sexual harassment includes any one or more incidences of any of the following:

a) the use of sexually suggestive words, comments, jokes, gestures, or actions that annoy, alarm, or abuse a person;
b) the initiation of uninvited physical contact with a person;
c) the initiation of unwelcome sexual advances or the request of sexual favours from a person;
d) asking a person an intrusive question that are of a sexual nature pertaining to that person's private life;
e) transmitting sexually offensive writing or material of any kind;
f) making sexually offensive telephone or internet calls or messages to a person; or
g) any other sexually suggestive conduct in circumstances where a reasonable person would consider the conduct to be offensive.

28.4. Incivility is antisocial behaviour which is perceived as rude, discourteous, impolite, alienating, or possibly violating the norms of good behaviour as they relate to organizational values. Behaviour can be overt, subtle, and covert with ambiguous intent to psychologically harm or derail the target or more direct.

28.5. The Government and the Union recognise that workplace bullying, sexual harassment and/or incivility is a form of misconduct, or gross misconduct depending on the circumstances of each incident. Bullying, sexual harassment and/or incivility undermines the integrity of the employment relationship and may adversely affect the Public Officer's work performance. Therefore, the parties pledge a workplace free of bullying, sexual harassment and incivility and mutually agree to identify and work to eliminate such occurrences. Any incidents that arise shall be handled according to *Schedule II - Grievance Procedure & Provisions for Avoiding Disputes*, or the *Dignity at Work Policy and Complaints Procedure*, and any subsequent amendments.

ARTICLE 29 - ANTI-DISCRIMINATION

29.1. As defined in the *Dignity at Work Policy and Complaints Procedure*, and any subsequent amendments.

29.2. The Government agrees to adhere to the *Human Rights Act 1981*, and any subsequent amendments. Further it agrees not to discriminate against a Public Officer with regard to race, ancestry, place of origin, colour, religious beliefs, sex, sexual orientation, physical or mental disability, marital status, political opinion or age.

29.3. The Union agrees to admit all persons eligible for Membership and to represent all Members without regard to race, ancestry, place of origin, colour, religious beliefs, sex, sexual orientation, physical or mental disability, marital status, political opinion or age.

29.4. Employment will be granted and obtained as set out in the *Public Service Commission Regulations 2001*, and any subsequent amendments.

ARTICLE 30 - OCCUPATIONAL SAFETY AND HEALTH

30.1. As defined in the *Occupational Safety and Health Act 1982*, and any subsequent amendments.

ARTICLE 31 - RE-OPENER

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

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

ARTICLE 32 - MATTERS NOT SPECIFICALLY INCLUDED

32.1. In the event that matters may arise which are not specifically covered by the terms of this Agreement, the Union shall be consulted by the Head of the Public Service or his/her delegate. The Union shall be guided by the *Public Service Commission Regulations 2001* and subsequent amendments, the *Employment Act 2000,* and any subsequent amendments, and the *Conditions of Employment and Code of Conduct*, and any subsequent amendments.

ARTICLE 33 - ACCESSIBILITY OF THIS AGREEMENT

33.1. The Government agrees to make available within one (1) month of the signing, an electronic version of this signed Agreement to all Public Officers within the bargaining unit.

ARTICLE 34 - TEMPORARY AND PART-TIME PUBLIC OFFICERS

34.1. All temporary relief, and part-time Public Officers employed after six (6) months of continuous service shall be entitled to pro-rated benefits and other terms and conditions of employment outlined in the *Public Service Commissions Regulations 2001*, and subsequent amendments, the *Conditions of Employment and Code of Conduct*, and subsequent amendments, and this Agreement unless specifically exempted or excluded e.g., time off for Union activities, subsidized local or overseas training except in exceptional circumstances, non-applicable leaves based on length of service e.g. maternity or retirement leave, etc.

34.2. In all cases, for employment greater than three (3) consecutive months, temporary relief and part-time Public Officers will be provided with a written "Statement of Employment" that outlines the terms and conditions of employment and will refer, where appropriate, to other relevant documentation, e.g., the *Public Service Commission Regulations 2001*, and any subsequent amendments, the *Conditions of Employment and Code of Conduct*, and any subsequent amendments, and this Agreement.

ARTICLE 35 - ACTING/DEPUTIZING

35.1. As defined in the *Conditions of Employment and Code of Conduct*, and any subsequent amendments.

35.2. Public Officers acting/deputizing for periods which exceed six (6) months shall be granted benefits at the appropriate acting/deputizing rate during the acting/deputizing appointment e.g., annual leave and sick leave.

ARTICLE 36 - DURATION

36.1. This Agreement will come into effect on the October 1, 2020 and shall remain in effect until March 31, 2025. The terms and conditions outlined in this agreement shall remain in effect until any new terms and conditions are negotiated or the parties mutually agree to termination or modification.

SCHEDULE I - SALARIES

PS STEP	01/Oct/2020	01/Apr/2021	01/Apr/2022	01/Apr/2023	01/Apr/2024
	0%	0%	+2.25% + $700	+2.25%	RE-OPENER
	ANNUAL SALARY ($)	ANNUAL SALARY ($)	ANNUAL SALARY ($)	ANNUAL SALARY ($)	ANNUAL SALARY ($)
1			$36,719.74	$37,545.93	
2			$38,060.17	$38,916.52	
3			$39,447.20	$40,334.76	
4			$40,877.34	$41,797.08	
5			$42,369.69	$43,323.01	
6			$43,915.50	$44,903.59	
7			$45,516.63	$46,540.76	
8			$47,186.93	$48,248.63	
9			$48,905.49	$50,005.86	
10			$50,696.70	$51,837.38	
11			$52,553.44	$53,735.89	
12			$54,475.87	$55,701.57	
13			$55,572.69	$56,823.08	
14			$57,310.23	$58,599.71	
15			$59,234.32	$60,567.10	
16			$61,113.63	$62,488.68	
17			$63,184.67	$64,606.33	
18			$65,507.74	$66,981.67	
19			$67,920.75	$69,448.97	
20			$70,426.85	$72,011.45	
21			$73,017.70	$74,660.60	
22			$75,715.75	$77,419.35	
23			$78,137.24	$79,895.33	
24			$79,971.59	$81,770.95	
25			$82,586.70	$84,444.91	
26			$85,231.03	$87,148.73	
27			$88,281.41	$90,267.74	
28			$91,551.06	$93,610.96	
29			$94,934.74	$97,070.77	
30			$98,453.11	$100,668.31	
31			$102,095.86	$104,393.01	
32			$105,885.37	$108,267.79	
33			$109,099.90	$111,554.65	
34			$113,065.58	$115,609.56	
35			$116,982.97	$119,615.08	
36			$121,313.23	$124,042.78	
37			$125,814.29	$128,645.11	
38			$130,490.08	$133,426.10	
39			$135,333.11	$138,378.10	
40			$141,376.86	$144,557.84	
41			$147,681.14	$151,003.96	
42			$154,281.01	$157,752.33	

PS STEP	01/Oct/2020	01/Apr/2021	01/Apr/2022	01/Apr/2023	01/Apr/2024
	0%	0%	+2.25% + $700	+2.25%	RE-OPENER*
	ANNUAL SALARY ($)	ANNUAL SALARY ($)	ANNUAL SALARY ($)	ANNUAL SALARY ($)	ANNUAL SALARY ($)
43			$161,167.50	$164,793.77	
44			$168,368.45	$172,156.74	
45			$175,895.63	$179,853.29	
46			$183,758.18	$187,892.74	
47			$191,967.68	$196,286.95	
48			$200,555.46	$205,067.96	
49			$209,533.73	$214,248.24	
50			$218,909.15	$223,834.60	
51			$228,707.66	$233,853.58	

NOTE: * It is agreed to re-open discussion for salaries for 2024/25.

SCHEDULE II - GRIEVANCE PROCEDURE & PROVISIONS FOR AVOIDING DISPUTES

INTRODUCTION

It is recognised that every Member has the right to seek redress for a grievance through the agreed procedure. For the avoidance of doubt, a grievance is not to be used as an appeal against a decision arising out of a disciplinary process. It is agreed that every effort shall be made to resolve the matter as promptly as possible.

PROCEDURE

Stage I

The Member shall, in the first instance, produce a written account of the matter to their immediate supervisor (unless the matter directly involves the immediate supervisor, then the written account is to be produced to the Senior Supervisor) within ten (10) working days of being made aware of the incident, but not more than ninety (90) calendar days after the actual incident occurred. The immediate supervisor shall respond in writing within five (5) working days following receipt of the written grievance. The Member may have their Shop Steward present or assist in the written account, when the written grievance is first provided.

Stage II

Failing settlement, the Public Officer affected, together with his/her Union representative, shall discuss the matter further with his/her supervisor, who will normally respond within two (2) days.

Stage III

If settlement is still not reached, the Union representative together with the Public Officer concerned shall take up the matter with the Permanent Secretary/Head of Department. A decision shall be reached within five (5) working days unless otherwise mutually agreed.

Stage IV

Failing settlement, a senior Union representative together with the Member shall take up the matter with the Director of Human Resources who, together with the Permanent Secretary/Head of Department, will review the situation. This meeting shall be arranged via the Permanent Secretary/Head of Department. A time limit will be mutually agreed at each meeting.

Any step in the Grievance Procedure may be bypassed if mutually agreed by both parties to the Agreement. It is agreed that no industrial action such as strike, go-slow, work-to-rule, or overtime ban, or any other restrictions shall take place until the procedures provided for in this Agreement have been exhausted on both sides.

In the event of the matter upon which the Member is aggrieved becoming subject to a disciplinary charge then those disciplinary provisions in the *Public Service Commission Regulations 2001*, and subsequent amendments, shall apply.

Note: For the purposes of *Schedule II*, "working days" is described as the Public Officer's scheduled working days.

SCHEDULE III – HOURS, DAYS OF DUTY, FLEXIBLE HOURS & SHIFT WORKING

HOURS AND DAYS OF DUTY

1. Except where otherwise provided in any contract, agreement, job description or advertisement, the normal hours of duty for full time Public Officers who work 5 days per week, Monday to Friday, shall be at the rate of seven (7) hours per day and thirty-five (35) hours net per week within the framework of forty-one and a quarter (41 ¼) hours, which shall include meal breaks each day.

FLEXIBLE HOURS & SHIFT WORKING

2.

a) The Head of Department will make a determination as to the viability of flexible hours and shift working arrangements.

b) Special shifts, where applicable, shall be agreed by the Government with the Union representing the Public Officers of the department concerned. In working situations where it has been determined that distinct benefits would result both for Government and Public Officers, an appropriate form of flexible working based upon the normal weekly hours of duty may be agreed and introduced.

c) Public Officers of those Government Departments for whom shift working is part of the conditions of service shall be afforded/granted benefits on a day for a day basis.

d) Public Officers shall be given a minimum of forty-eight (48) hours' notice of amendments to shift schedules. In preparing or amending shift schedules, every effort will be made to ensure that a Public Officer has a minimum of twelve (12) hours rest between shifts. If there is a change to the shift commencement time and less than forty-eight (48) hours' notice is given prior to the change, a Public Officer is entitled to claim one (1) hour at the appropriate rate.

Note: Provision 2.d). will not apply to the following:

- When the shift change is made for disciplinary reasons;
- When overtime is incurred;
- When Public Officers are scheduled for "Standby/On Call" Shifts; or
- When Public Officers are called in due to emergencies.

3. A permanent alteration of the hours of duty prescribed in the *Conditions of Employment and Code of Conduct* may not be affected. A Head of Department may request any or all of the Public Officers in his/her department to voluntarily work temporarily for more hours than those prescribed, whenever the public interest makes this desirable, at the overtime rate or equivalent time in lieu.

SCHEDULE IV - ON CALL, CALL OUT PAY, OVERTIME, PREMIUM PAY & EMERGENCY CLOSURE

ON CALL, CALL OUT PAY

Public Officers, who are required as a condition of their appointment to be on call, may be required to remain on call at home or such other place of their choice notified in advance to the Head of Department concerned. They may be recalled by telephone for a period of time in addition to their prescribed hours of duty, provided that:

1. such periods of On Call shall whenever possible be scheduled in the duty system and notified to the Public Officers concerned well in advance;

2. such periods of On Call shall apply normally only during those hours which it is reasonable to expect Public Officers to be at home and shall not apply so as to unduly restrict their leisure activities;

3. Public Officers who are required to remain On Call shall be paid an allowance of $40.67 per shift for the third year and $41.58 per shift shall be payable for the fourth year.

   Note: *On Call allowance will be adjusted by the final agreed percentage increase for* the fifth year.

4. any Public Officer On Call who is called out outside normal working hours, shall receive a minimum of three (3) hours pay if eligible for overtime payments, at the appropriate rate; and

   Note: *Any Public Officer who is called out outside of normal working hours will not receive another three (3) hours call out pay (if he/she is scheduled to be on call) or time in lieu (if he/she is not scheduled to be on call) if the Public Officer is called out again within the original three (3) hours.*

5. Public Officers not scheduled to be On Call but are called out will receive a minimum of three (3) hours time in lieu at the appropriate rate in accordance with paragraph five (5) and six (6) in the *Overtime Section* of this Schedule.

OVERTIME

6. The expression "overtime" means work performed in Government departments and agencies in excess of the normal hours of duty as described in *Schedule III - Hours and Days of Duty*, the *Conditions of Employment and Code of Conduct*, and all hours worked on Public Holidays. Refer to the *Conditions of Employment and Code of Conduct*, and any subsequent amendments for guidelines on overtime.

7. Every effort shall be made to avoid regular overtime working over extended periods, except in those departments where overtime is a feature of conditioned hours of work (i.e., Customs Service, Post Office, etc.)

8. A Public Officer who is authorised to work overtime may be granted payment or equivalent time off in lieu at the appropriate rate. Overtime payment shall be at the appropriate rate applicable to the Public Officer's grade for those Public Officers who hold a post with a PS scale up to and including PS 27. Where a Public Officer's grade includes PS 27, e.g., PS 26-28, or PS 27-29 and the Public Officer is on a step beyond PS 27, e.g., PS 29, overtime shall be payable at the PS 27 rate. A Public Officer who holds a post with a PS scale above, and not including PS 27 who is authorized to work overtime, may receive payment at the appropriate rate in accordance with grade PS 27. All Public Officers have the right to choose between being granted equivalent time off in lieu or pay at the appropriate rate after the overtime has been worked.

9. Public Officers who have been granted time off in lieu should arrange to take such time off as soon as possible after the overtime has been worked and such time off, unless agreed by the Head of Department, must not be accumulated, or added to the Public Officer's annual leave entitlement. Any lieu days that have not been taken within twelve (12) months of earning will be paid to the Public Officer. Public Officers have the right to make application to their Head of Department for part or all of their time off in lieu to be paid at the appropriate rate in accordance with the grade of the post they hold with the exception of those Public Officers holding posts graded above, and not including PS 27, who shall be paid in accordance with grade PS 27.

10. Overtime payment shall not be made without prior approval by the Head of Department for the overtime to be worked. The overtime payment rates shall be at time and one-half of the normal hourly rate or double the normal hourly rate.

11. Overtime will be paid at double time for work performed on rest days, and for work performed from midnight to 8:00 a.m.

12. Overtime will be recorded and calculated on a daily basis and paid when wages are paid. Government agrees that management will not offset overtime earned on one day by short working on another. Where shifts are not precisely defined (such as at the airport), it will be necessary for overtime to be paid on the basis of weekly aggregation (over 35 hours), but the same principle will apply and short time will not be used to offset overtime previously earned.

PREMIUM PAY

13. Where a Public Officer's regularly scheduled duty hours fall between 8:00 p.m. and 8:00 a.m. on any duty day, a premium payment of $4.96 per hour shall be payable for the third year and $5.07 per hour shall be payable for the fourth year. Such premium payment shall not be added to the Public Officer's normal basic hourly rate of pay for the calculation of overtime payments.

    Note: *Premium payment will be adjusted by the final agreed percentage increase for the fifth year.*

EMERGENCY CLOSURE

14. In the event of an emergency (e.g., hurricanes and storms) where all Government offices are declared closed, Public Officers who are required to report to work will receive double time or equivalent time off in lieu at the appropriate rate in accordance with the Overtime Section of this Schedule. This allowance will not apply when Public Officers are previously scheduled to work overtime.

SCHEDULE V - DUTY DAYS & PUBLIC HOLIDAYS

1. The following Public Holidays apply in the Public Service:
    a) New Year's Day
    b) Good Friday
    c) Bermuda Day (the last Friday before last Monday in May)
    d) National Heroes Day (the third Monday in June)
    e) Emancipation Day (the Thursday before the first Monday in August)
    f) Mary Prince Day (the Friday before the first Monday in August)
    g) Labour Day (the first Monday in September)
    h) Remembrance Day (11th November)

i) Christmas Day
j) Boxing Day
k) Any other day declared by the Governor by proclamation under Section 4 of the Public Holidays Act, 1947.

2. Holiday pay for Christmas Day, Boxing Day, New Year's Day, and Remembrance Day shall be paid for working on 25 December, 26 December, 1 January, and 11 November respectively.

3. Public Officers required to be on call or to work on a Public Holiday shall be entitled to normal pay plus double time at the on-call rate and for all hours worked.

4. Where a Public Officer's rest day falls on a Public Holiday, he/she shall be entitled to normal pay plus a day off in lieu with normal pay to be taken shortly thereafter with the approval of the Head of Department. Where a Public Officer whose rest day falls on a Public Holiday, agrees to work on that day he/she shall be entitled to normal pay plus double time for all hours worked, plus two days off in lieu with normal pay to be taken shortly thereafter with the approval of the Head of Department.

5. If a Public Officer is known to have a pattern of abusing sick leave or is absent without permission or justifiable reason on either the day before or the day following the public holiday, he/she will forfeit pay for that holiday.

SCHEDULE VI - REFRESHMENT BREAK & PERSONAL NEEDS

1. It has always been custom and practice in all areas of Government employment for all Public Officers to attend to their essential personal needs whilst on duty. Such needs have always included refreshment breaks. It continues to be Government policy for the existing custom and practice relating to refreshment breaks and other essential personal needs to be upheld in accordance with the following guidelines:

    a. The taking of refreshment breaks and the attendance to other essential personal needs shall be arranged in such a way, on every occasion, as to minimize the disruption to the service to the public and the Public Officer's/department's work.

    b. Refreshment breaks shall be taken, one mid-morning and one-mid-afternoon at the workplace or at a special place set aside for such purpose, where available. Those Public Officers working in departments that involve shift work and/or flexi-time will take refreshment breaks in accordance with their department's policy.

    c. Refreshment breaks shall not be construed as reducing normal duty hours. Neither can such breaks be taken immediately prior to the commencement of duty, morning or afternoon, nor added to the midday lunch break, or taken immediately prior to the end of the workday, unless specifically agreed to by the manager.

2. In all respects, at all times, the principle of a commonsense approach is essential in respect of the taking of refreshment breaks and the attendance to essential personal needs.

SCHEDULE VII - LEAVE

ANNUAL LEAVE

Refer to the *Conditions of Employment and Code of Conduct*.

1. A Public Officer who resigns his appointment from the Public Service without serving the requisite period of notice shall forfeit any leave that he/she has earned, provided that this shall not apply to a Public Officer who resigns without adequate notice because of illness of any close relative on whom it is necessary for the Public Officer to attend.

2. Applications for annual leave shall be made on the prescribed form/format.

3. Each Public Officer shall have an entitlement to full pay annual leave according to his/her status and the length of his/her continuous employment in the Public Service:

    a. Public Officers shall be granted leave as follows:

LENGTH OF SERVICE	ENTITLEMENT (days)
Up to 5 years	19 days
5 but less than 10 years	21 days
10 but less than 15 years	24 days
15 but less than 20 years	27 days
20 but less than 25 years	29 days
25 years and over	33 days

    b. Public Officers on fixed salary (PS 41 and above) shall be granted leave at the scale:

        i. less than 25 years' service - 30 days
        ii. 25 years' service and over - 33 days

4. Leave will be earned on the basis of service on each calendar year, and it will be taken in that same calendar year, subject to paragraph 9 below. Leave will be calculated proportionally for lesser periods of service than a calendar year, as follows:

$$\frac{\text{Annual entitlement } \textit{(days)}}{260} \times \text{Days worked } \textit{(incl. public holidays)} = \text{\# of leave days due}$$

A similar calculation shall be made for each year in which the Public Officer's length of service or grade changes the entitlement as shown in paragraph 4 and to calculate leave earned up to the date of a Public Officer's resignation, termination, or retirement.

5. In accordance with *Article 34 - Temporary and Part-Time Public Officers* and paragraph 4, temporary and part-time Public Officers shall be granted annual leave on a pro-rata basis.

6. Where a Public Holiday occurs during the absence of a Public Officer on annual leave, the Public Holiday shall not reckon against his/her entitlement to annual leave.

7. With the exception of leave accumulated under paragraph 9 below, annual leave granted in any calendar year shall not exceed the entitlement as provided in paragraph 4 above. Any period of service of less than twelve (12) months will earn leave pro rata as set out in paragraph 5 above.

8. Any Public Officer may elect not to take his whole entitlement of annual leave in the calendar year in which it is earned but to reserve a proportion of it to be taken in later years. A minimum of sixty percent (60%) (rounded up to the nearest full day) of the leave to which a Public Officer is entitled in any one calendar year must be taken within that calendar year. Any request to carry forward excess leave beyond twenty (20) days will be at the discretion of the Head of the Public Service in accordance with the ***Conditions of Employment and Code of Conduct***, and any subsequent amendments.

9. If, in error, a Public Officer is granted more than his/her entitlement of annual leave, the leave authority granting the leave shall make a full report of the circumstances of the error to the Head of the Public Service. The Public Officer who has been granted the leave may, at the discretion of the Head of the Public Service, be required to refund salary in respect of the days of excess leave taken, in which case those days will be regarded as leave without pay, or, if the Public Officer prefers, have the excess leave set against his/her next entitlement, provided such entitlement is adequate for the purpose.

10. Annual leave may be taken in weeks, days or half-days, at the discretion of the leave authority. A half-day's leave shall entitle a Public Officer to be absent from duty for half the net working hours of the day in question.

11. Head of Departments shall prepare leave rosters of their staff in respect of leave to be granted during the leave year. Each Public Officer shall inform his/her Head of Department at the earliest opportunity of the dates when, subject to the exigencies of the service, he/she would like to take any continuous period of leave in excess of one week during the leave year. The Head of Department shall inform such Public Officers in his/her department when such requested leave can be taken.

12. In applying to take annual leave in excess of one (1) day, a Public Officer shall make application at least two (2) weeks before the date on which he/she wishes the leave to start.

13. When a Public Officer is granted leave for a continuous period of more than one (1) week he/she may not forego any part of that leave and resume his/her duties before its expiration, without the permission of the Head of Department.

14. A Public Officer may receive an advance of salary:

    a) when proceeding on leave, provided that the amount of salary advanced shall not exceed the sum due up to and including the last day of leave; and that the request to the Accountant General is made at least twenty (20) days prior to proceeding on leave; and

    b) to anticipate travelling and/or subsistence expenses on official duty, provided that any such advance shall be accounted for by a claim for travelling and/or subsistence allowance within one (1) month of return to normal duty.

MATERNITY LEAVE

15. A pregnant Public Officer in the Public Service shall, on application to the Head of Department, be granted eighteen (18) weeks maternity leave, i.e., fifteen (15) weeks paid leave and three (3) weeks unpaid leave. This entitlement will be granted to Public Officers, provided that:

    a) the Public Officer presents to the Head of Department at least three (3) months before the expected date of delivery a certificate from a registered Medical Practitioner showing the expected date of delivery;

    b) the Public Officer has completed at least twelve (12) months continuous service, at the date the baby is born;

    c) the Public Officer has a post to return to and does return to duty for a period of at least three and one-half (3 1/2) months, following the completion of her maternity leave. This requirement to return to duty may be varied at the discretion of the Head of the Public Service upon good cause being shown.

    In any other case, a period of eight (8) weeks of unpaid leave will be granted in accordance with the ***Employment Act 2000***, and any subsequent amendments.

16. Maternity leave will be deemed to commence on the date of delivery or sooner if the applicant voluntarily elects to finish work prior to the date of delivery.

17. If the Public Officer is absent from work owing to illness prior to the commencement of maternity leave, this will be treated as sick leave within the Public Officer's annual sick leave entitlement.

18. A pregnant Public Officer may work up to the date of delivery unless the attending physician advises otherwise, in which case leave prior to the date of delivery will be considered as sick leave within the Public Officer's annual sick leave entitlement.

19. Public Holidays occurring during the period of maternity leave shall not reckon against the entitlement to paid maternity leave.

20. When returning to work from maternity leave the Public Officer must present a medical certificate from a registered Medical Practitioner stating that the Public Officer is fit to return to work.

21. In the event of a Public Officer having a stillbirth, paid maternity leave in full or in part, shall be at the discretion of the Head of the Public Service, acting upon the advice of the Public Officer's Medical Practitioner.

22. In the event that a pregnant Public Officer miscarries and presents to her Head of Department a medical certificate confirming the miscarriage, this will be considered as sick leave within the Public Officer's annual sick leave entitlement.

23. If the Public Officer, for any reason, elects not to return to work for at least three and one-half (3½) months after maternity leave, or only works a portion of the compulsory three and one-half (3½) months, the Public Officer will only be entitled to eight (8) weeks paid leave and any paid leave granted beyond the eight (8) weeks will have to be refunded. In extenuating circumstances, the Head of the Public Service may make a decision on whether the monies should not be refunded; however, this decision will not be considered to have the effect of setting a precedent.

24. Annual leave entitlement may be added to the maternity leave entitlement with the prior permission/agreement of the Head of Department.

25. Where service is within the probationary period, thirteen (13) weeks unpaid maternity leave will be granted. Where a Public Officer is confirmed in post, but service is less than twelve (12) months, a further five (5) weeks unpaid maternity leave will be granted.

    Where a Public Officer is confirmed in post, but service is less than twelve (12) months, a period of eighteen (18) weeks unpaid maternity leave will be granted.

26. Further periods of unpaid leave may be granted at the discretion of the Head of the Public Service upon application explaining the circumstances that exist concerning either the mother or the child and supported by a medical certificate. Decisions made in this regard

by the Head of the Public Service will not be considered to have the effect of setting a precedent.

PATERNITY LEAVE

27. Fathers of newborns shall be entitled to be absent from work for the purpose of caring for a child or supporting the child's mother (hereinafter referred to as "paternity leave") with pay, for any period up to ten (10) working days, per pregnancy on the condition that:

    a) the father has completed twelve (12) months of continuous service for the Government or will have done so by the expected date of birth of the child.

28. Where service for the Government is within the probationary period up to five (5) days unpaid paternity leave will be granted. Where a Public Officer is confirmed in post, but service is less than twelve (12) months, a further five (5) days unpaid paternity leave will be granted. Where a Public Officer is confirmed in post, but service is less than twelve (12) months, a period of up to ten (10) days unpaid paternity leave will be granted.

29. Paternity leave is not required to be taken in ten (10) consecutive days.

30. Public Holidays occurring during the period of paternity leave shall not reckon against the entitlement to paid paternity leave.

31. In the event of a stillbirth, paid paternity leave in full or in part, shall be at the discretion of the Head of the Public Service.

32. Annual leave entitlement may be added to the paternity leave entitlement with the prior permission/agreement of the Head of Department.

33. Further periods of unpaid leave may be granted at the discretion of the Head of the Public Service upon application explaining the circumstances that exist concerning either the mother or the child and supported by a medical certificate. Decisions made in this regard by the Head of the Public Service will not be considered to have the effect of setting a precedent.

ADOPTION LEAVE

34. The same entitlements and restrictions as specified above for Maternity and Paternity Leave shall apply for employees adopting newborns and infants up to one (1) year of age.

PARENTAL LEAVE

35. Parental Leave, as defined in this Schedule, apportions duties and responsibilities to Public Officers in the capacity of caregivers.

Caregivers are defined as persons faced with the duty of taking care of a newborn child up to the age of one (1) year (other than the birth mother or biological father of the Child), regardless of the Public Officer's gender.

Public Officers who find themselves needing to care for newborns and infants up to one (1) year of age and outside the scope outlined under maternity leave and paternity leave, may apply and shall be granted the following leave entitlements:

Primary Caregivers:

A Public Officer who takes on the role of a primary caregiver, shall receive benefits akin to the birth mother of a child.

36. Primary caregivers shall, on application to the Head of Department, be granted eighteen (18) weeks parental leave, i.e., fifteen (15) weeks paid leave and three (3) weeks unpaid leave. This entitlement will be granted to Public Officers, provided that:

    a) the Public Officer presents to the Head of Department at least three (3) months before the expected date of delivery a certificate from a registered Medical Practitioner showing the expected date of delivery,

    b) the Public Officer has completed at least twelve (12) months continuous service, at the date the baby is born,

    c) the Public Officer has a post to return to and does return to duty for a period of at least three and one-half (3 1/2) months, following the completion of the primary caregiver parental leave. This requirement to return to duty may be varied at the discretion of the Head of the Public Service upon good cause being shown.

37. Where service is within the probationary period, a period up to thirteen (13) weeks unpaid primary caregiver parental leave will be granted. Where a Public Officer is confirmed in post, but service is less than twelve (12) months, a further five (5) weeks unpaid primary caregiver parental leave will be granted.

38. Where a Public Officer is confirmed in post, but service is less than twelve (12) months, a period of eighteen (18) weeks unpaid primary caregiver parental leave will be granted.

39. Primary caregiver parental leave will be deemed to commence on the date of delivery or, depending on the circumstances, a date to be agreed to by both parties.

40. Public Holidays occurring during the period of parental leave shall not reckon against the entitlement to paid primary caregiver leave.

41. If the Public Officer, for any reason, elects not to return to work for at least three and one-half (3 ½) months after parental leave, or only works a portion of the compulsory three and one-half (3 ½) months, the Public Officer will only be entitled to eight (8) weeks

paid leave and any paid leave granted beyond the eight (8) weeks will have to be refunded. In extenuating circumstances, the Head of the Public Service may make a decision on whether the monies should not be refunded; however, this decision will not be considered to have the effect of setting a precedent.

42. Annual leave entitlement may be added to the parental leave entitlement with the prior permission/agreement of the Head of Department.

43. Further periods of unpaid leave may be granted at the discretion of the Head of the Public Service upon application explaining the circumstances that exist concerning either the primary caregiver or the child and supported by a medical certificate. Decisions made in this regard by the Head of the Public Service will not be considered to have the effect of setting a precedent.

Secondary Caregivers:

A Public Officer who takes on the role of a secondary caregiver, shall receive benefits akin to the biological father of a child.

44. Secondary caregivers shall, on application to the Head of Department, be granted ten (10) days paid parental leave for the purpose of caring for a child or supporting the child's primary caregiver on the condition that:

    a) the Public Officer has completed twelve (12) months of continuous service, or will have done so by the expected date of birth of the child.

45. Where service is within the probationary period, up to five (5) days unpaid secondary caregiver parental leave will be granted. Where a Public Officer is confirmed in post, but service is less than twelve (12) months, a further five (5) days unpaid secondary caregiver parental leave will be granted.

46. Where a Public Officer is confirmed in post, but service is less than twelve (12) months, a period of up to ten (10) days unpaid secondary caregiver parental leave will be granted.

47. Secondary caregiver leave is not required to be taken in ten (10) consecutive days.

48. Public Holidays occurring during the period of parental leave shall not reckon against the entitlement to paid secondary caregiver leave.

49. In the event of a stillbirth, paid secondary caregiver leave in full or in part, shall be at the discretion of the Head of the Public Service.

50. Annual leave entitlement may be added to the secondary caregiver entitlement with the prior permission/agreement of the Head of Department.

51. Further periods of unpaid leave may be granted at the discretion of the Head of the Public Service upon application explaining the circumstances that exist concerning either the primary caregiver or the child and supported by a medical certificate. Decisions made in this regard by the Head of the Public Service will not be considered to have the effect of setting a precedent.

Where both primary and secondary caregivers are Public Officers, the relevant Public Officers shall determine which Public Officer is to be assigned the role of primary caregiver and secondary caregiver.

SICK LEAVE

52. A Public Officer who is on uncertified Sick Leave shall immediately notify the Head of Department or the Public Officer prescribed for this purpose by the Head of Department.

53. A Public Officer, or a third party on behalf of the Public Officer, shall inform the Head of Department or the Public Officer prescribed for this purpose by the Head of Department in the event of an incapacity for work owing to illness lasting for three (3) days or more and advise of a probable return date.

54. The certificate is necessary from the third day of such illness. Public Officers shall have up until five (5) days from the first day of absence to present such certificate. A certificate shall be signed and dated by a Government Medical Officer, registered Medical Practitioner or Registered Psychological Practitioner certifying, if such is the case, an incapacity for work for a period of more than two (2) days and stating the probable duration.

    Submission of the certificate can be via third party or electronically.

55. Any Public Officer who is prevented from attending his/her place of employment because of contact with infectious disease shall notify the Head of Department immediately and seek advice from the Government Medical Public Officer or registered Medical Practitioner. In the case of contact with other infectious or contagious diseases a Public Officer should not stay away from duty if he/she feels well but should report the fact of contact to the or other prescribed Public Officer.

56. A Public Officer should seek medical advice when he/she is unwell or when he/she is asked to do so by the Head of Department. If he/she fails to do so or to comply with the medical advice so given, he/she may render himself/herself liable to disciplinary action.

57. A Public Officer shall report to the Head of Department all accidents arising out of, or in the course of, his/her duty, and any attack of an infectious disease due to the nature of his/her employment, whether or not such accident or attack involves absence from duty by the Public Officer concerned. Each Head of Department shall maintain a record of the place, occasion and circumstances of every accident and attack of an infectious disease, and he/she shall investigate every such accident and attack. Records shall be retained for at least three (3) years from the date of the occurrence.

58. On returning to duty a Public Officer shall submit a medical or psychological certificate of fitness, if so required by the Head of Department.

59. Provided satisfactory evidence of incapacity of a Public Officer or evidence of the need for absence of a Public Officer under paragraph 56, is provided in accordance with this Agreement, the leave authority shall grant sick leave to that Public Officer.

60. Subject to the provisions of this Agreement, a Public Officer absent from duty owing to illness (which term shall include injury or other disability or absence from duty under paragraph 56) shall be entitled to receive full pay sick leave in accordance with his/her years of service within each calendar year, or part year for those Public Officers joining or leaving the service, as follows:

COMPLETED YEARS OF SERVICE	**LEAVE ENTITLEMENT** *(weeks)*
less than 2 years	5 weeks
more than 2 but less than 4 years	6 weeks
over 4 years	14 weeks

61. A Public Officer may use up to fifteen (15) days of his/her full pay sick leave entitlement to attend the illness of his/her sick child or spouse or parent on production of a medical certificate to the Head of Department. Further periods of sick leave may be granted at the discretion of the Head of the Public Service.

    Any other requests not covered under this paragraph can be submitted to the Head of the Public Service, via the Head of Department, for approval.

62. Entitlement to full pay sick leave in respect of any period of absence due to illness shall be ascertained by deducting from the period of sick leave to which the Public Officer is entitled on the first day of his/her absence the aggregate of the periods of absence due to the illness during the same calendar year. In aggregating the periods of absence no account shall be taken of any unpaid absence on sick leave.

63. Where a Public Holiday occurs during the absence of a Public Officer on full paid sick leave, the Public Holiday shall not reckon against his/her entitlement.

64. A Public Officer who is absent due to injury sustained in the actual discharge of his/her duty and without his/her own default, or who is necessarily absent because of contact with infectious disease, shall be entitled to full pay sick leave up to the maximum of his entitlement under paragraphs 62 and 63, but such sick leave shall not be reckoned against his/her entitlement to future full pay sick leave as calculated under paragraph 62.

65. If during a period of annual or special leave a Public Officer falls sick and produces to his/her Head of Department at the time a medical or psychological certificate to that effect, the period of sickness shall be regarded as sick leave.

66. A Public Officer shall not be granted more than eight (8) days uncertified full pay sick leave in any calendar year.

67. In accordance with *Article 34 - Temporary and Part-Time Public Officers* and paragraph 60, temporary and part-time Public Officers shall be granted full paid sick leave on a pro-rata basis.

BEREAVEMEANT LEAVE

68. A Public Officer may request leave of absence not exceeding three (3) working days for local deaths/funerals and not exceeding five (5) working days for overseas deaths/funerals, which shall be granted by a Head of Department.

69. Such bereavement leave shall be granted in the case of the death the Public Officer's parent, grand-parent, great grand-parent, foster parent, spouse, brother, sister, child, grandchild, great grandchild, mother-in-law, father-in-law, aunt or uncle, and any person who, at the time of death, is a closely associated member of the household, or resident in that household or for whom the Public Officer has caretaker responsibilities.

70. Such approved bereavement leave is not required to be taken consecutively but must be taken between the date of death and no later than three (3) working days following such local funeral, or five (5) working days following such overseas funeral.

71. Further periods of bereavement leave can be granted at the discretion of the Head of the Public Service upon application, explaining the circumstances that exist.

SPECIAL LEAVE

72. A Public Officer may be granted, at the discretion of the Head of the Public Service special leave with full pay for the purpose of taking part in international meetings of recognised philanthropic organisations or in sporting events of international significance or those in which Bermuda is represented. Such leave shall not exceed the number of days required for the actual event and for travelling to and from the place arranged for the event.

73. Permanent Secretaries and Head of Departments may grant up to five (5) days paid leave, per Public Officer, per calendar year for the following types of special leave:

    - National Representation
    - Sporting Events (representing Bermuda)
    - Trade Union Activities
    - Mandatory Bermuda Regiment duty

74. All requests exceeding the five-day limit for paid leave must be made in writing with a recommendation from a Member of the Public Service Executive to the Head of the Public

Service. The granting of such requests is entirely at the discretion of the Secretary to the Cabinet.

PERSONAL LEAVE

75. Public Officers should endeavour to arrange appointments for urgent personal business such as doctors, dentists, lawyers, school administrators or to attend to other urgent personal business during off-duty hours. If this is not possible and time off for such reasons is required during working hours, the Public Officer must give as much advance notice as possible to his/her supervisor. The Head of Department or Supervisor will make every reasonable effort to permit the Public Officer to attend such appointments without loss of pay. The Head of Department or Supervisor may require the Public Officer to furnish evidence in support of such a request.

ADMINISTRATIVE LEAVE

76. Administrative Leave is granted in order to conduct an investigation and should not be viewed as a punitive measure.

    Where discipline proceedings are pending and an investigation of possible discipline offences are necessary, a Head of Department may request in writing to the Head of the Public Service a period of Administrative Leave for a Public Officer, pending investigation.

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

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

77. When a Member is placed on Administrative Leave, the Government will inform the Union immediately via official written correspondence to the attention of the General Secretary.

78. The Head of Department is to provide the Public Officer with a brief summary of the nature of the allegations. This does not include the Public Officer being told the identity of the person or persons making the allegations. In each case the Head of Department should ensure that disclosure does not lead to a person being made aware of the individual who made the allegations.

79. Notwithstanding that the Head of the Public Service may not yet have granted Administrative Leave, a Public Officer may be asked by a supervisor to leave the place of employment immediately where the Public Officer's presence in the workplace may pose a risk to his or her own safety or to the safety of others. In such cases, the Head of the Public Service must be notified immediately and a formal request for Administrative Leave

must be made to the Head of the Public Service at the earliest opportunity. Further, in such circumstances, a Public Officer can be re-assigned to another role either within his or her Department, Ministry or the Public Service in accordance with the established procedures for re-assignments as defined in this Agreement, the *Conditions of Employment and the Code of Conduct* and the *Public Service Commission Regulations 2001*, and any subsequent amendments.

80. A person on Administrative Leave shall receive full pay. Where an extended period of administrative leave exceeding six (6) months is required and all other opportunities listed above have been exhausted, the Head of the Public Service, in consultation with the BPSU when that Public Officer is a Member, may determine whether the Public Officer shall be placed on less than full pay. If the allegations against a Public Officer are not proven, any remuneration withheld shall be returned.

81. Investigations of possible discipline offences shall commence and conclude as soon as reasonably practicable and shall be directed by the Head of Department. In no circumstance shall a Head of Department defer the investigation of an allegation of a discipline offence pending the outcome of the investigation of any other body, save where the investigation of an allegation of a discipline offence may materially interfere with a criminal investigation.

SCHEDULE VIII - RETIREMENT

RETIREMENT BENEFIT

1. On retirement from the Public Service on the grounds of age, a Public Officer shall be paid a special retirement benefit at their current PS grade according to his/her total completed years of service, as set out below:

YEARS OF SERVICE COMPLETED AT RETIREMENT DATE	RETIREMENT BENEFIT *(weeks)*
Less than 10	nil
10-14	4
15-19	6
20-24	8
25-29	10
30 and over	12

SCHEDULE IX - LAYOFFS

1. Where layoffs are necessitated, the Government will give six (6) weeks' notice, or six (6) weeks' pay in lieu of notice to the Public Officer involved. It is agreed that in the event of

such layoffs, seniority of service will be the determining factor. It is also agreed that within this period, time off with pay to seek another job will be given in accordance with *Schedule VII - Leave: Personal Leave*. The provisions of *Article 23 - Seniority* shall prevail.

2. The Government shall guarantee the Public Officer re-employment from layoff, without loss of seniority, within a period of thirty (30) days, unless mutually agreed otherwise, failing which, benefits under *Schedule XIII - Redundancy Pay* shall apply.

3. In the event that adverse conditions or developments in its operations are considered by the Government to warrant an unusual reduction in the labour force, the Government will consult with the Union representatives so that positive steps may be taken by all parties concerned to avert or minimize as far as possible reductions of the work force by the adoption of appropriate measures, without prejudice to the efficient and economic operation of the undertaking.

4. In the event that more than one Public Officer is laid off, the Government shall establish a recall list with one copy to the Union. Public Officers shall normally be listed and recalled on the following basis:

    a) Seniority shall normally be the determining factor in layoffs. Where a specialized knowledge is essential for the continued operation of service, such cases should be discussed between the Government and the Union.

SCHEDULE X - MILEAGE ALLOWANCE

1. The following rates of allowance are payable to Public Officers who use their own vehicles for transport in the course of their work for the Government. Further details are provided in the *Conditions of Employment and Code of Conduct*.

2. The amounts are determined by a formula developed by the Department of Statistics and agreed between the Government and the Union. The variables factored into the calculation include:

    a) Depreciation using replacement cost of a car and miles in car life
    b) Annual cost for vehicle license
    c) One-off cost for Driver's license
    d) Annual cost for vehicle insurance (Comprehensive with 30% no claims discount)
    e) Cost of two vehicle services per year
    f) Price per litre of gasoline
    g) Repair and maintenance costs

    The cost for repair and maintenance includes regular repair jobs such as replacements for front and rear muffler, fitting a new battery, fitting four (4) new tyres, replacing clutch, brake pads, brake master cylinder, radiator and radiator heater hoses, and re-spraying of

vehicle. The pricing of these repair jobs is obtained on a quarterly basis via surveys sent to various auto dealers.

3. In June of each year, the Department of Statistics shall provide the effective revised rates to the Head of the Public Service, Compensation and Benefits, the Union and Public Officers.

4. Claims must be submitted monthly, by the prescribed deadline, and within two months of the actual trip. Claims submitted after this two-month deadline will not be honoured.

SCHEDULE XI - PER DIEM

1. Public Officers required to travel abroad on official Government business are entitled to a per diem. Full details are provided in the *Conditions of Employment and Code of Conduct* and *Financial Instructions*.

2. The per diem rates are outlined in *Financial Instructions*.

SCHEDULE XII - REDUNDANCY PAY

1. Where an appointment in the Public Service is terminated by dismissal or retirement on abolition of office or to facilitate departmental contraction or reorganization and the Public Officer is ineligible for a pension, redundancy pay will be granted as follows:

YEARS OF SERVICE	REDUNDANCY ENTITLEMENT
Less than one (1) year service	Nil
After one (1) year service up to a maximum of eight (8) years continuous service	Three (3) weeks per year

2. For the purpose of calculating redundancy pay, any part year of service shall be pro-rated.

SCHEDULE XIII – NATIONAL CRISIS CLAUSE

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

ADDENDUM I

STATEMENT OF EMPLOYMENT

1. The Statement of Employment shall contain particulars of the following:

   i. the full names of the employer and employee
   ii. the date when the employment began
   iii. the job title and brief description of the work for which the employee is employed
   iv. the place or places of work
   v. the gross wage or the method of calculating it, and the intervals at which it is to be paid
   vi. the normal days and hours of employment or, where the job involves shift work, the normal pattern of the shifts
   vii. the entitlement to holidays, including public holidays, and paid vacation leave
   viii. the entitlement to rest days and meal breaks
   ix. the entitlement to overtime pay or hours in lieu and the rate of overtime pay or the method of calculating it;
   x. the terms relating to incapacity for work due to sickness or injury, including provision for sick leave
   xi. the length of notice which the employee is obliged to give, and entitled to receive, to terminate his contract of employment
   xii. details of any pension provided, whether under the *National Pension Scheme (Occupational Pensions) Act 1998* or otherwise
   xiii. any disciplinary and grievance procedures applicable
   xiv. where the employment is not expected to be permanent, the period for which it is expected to continue or, if it is for a fixed term, the date on which it is to end
   xv. any probationary period
   xvi. any dress code
   xvii. the existence of any collective agreement which directly affects the terms and conditions of the employment
   xviii. where the employment is pursuant to a work permit, the date of issue and expiry of that work permit, any employment-related conditions (including any requirement to work at more than one location) and any immigration restrictions set out in the work permit
   xix. the existence of the employer's written policy against bullying and sexual harassment in the workplace and how the policy can be accessed
   xx. such other matters as may be prescribed.

ADDENDUM II

TYNES BAY WASTE-TO-ENERGY FACILITY - 12 HOUR SHIFT OPERATIONS

Application

This addendum shall apply to the Operators and Process Controller Supervisors ("Operations Staff") based at the Tynes Bay Waste-to-Energy Facility shall supersede this agreement.

Duration

The duration of this addendum shall be in effect from the signing of this Agreement. Amendments to this addendum may be made via mutual agreement by both parties through a Joint Consultative Committee process.

The terms of the Government/BPSU collective agreement will apply except for the following exceptions:

1. Schedule III: Hours and Days of Duty

   The standard work week will be 42 hours averaged over an eight-week shift cycle. Operations crews will work four days on and four days off on a standard cycle.

   The standard hourly rate of pay will be paid as per Schedule I of this agreement. Staff will receive an additional 2 hours overtime pay for each shift worked to compensate for the additional 7 hours per week aggregate above the negotiated 35 hours per week as outlined in Schedule III. For calculation purposes, each shift day will be considered 10 hours of normal pay with the last two hours considered overtime payment.

   The additional two hours will be paid at time and a half for day shifts and double time for night shifts.

2. Schedule IV: On Call, Call out pay & Overtime

   Overtime will not be paid for work on Saturday or Sunday when Saturday or Sunday is worked as a scheduled day in the shift cycle.

   Premium Pay shall be payable when overtime is performed on rest days and during the normal shift cycle. Premium pay shall not be added to the Public Officer's normal basic hourly rate for the calculation of overtime payments.

3. Schedule V: Public Holidays
   Special definitions:

   a) *Lieu Day:* A lieu day shall be defined as 10 hours overtime at straight time for payment or a shift day off in lieu for application, subject to approval by management

b) *Holiday Compensation Date:* The holiday compensation date shall be defined as the date when holiday compensation will be payable to Operations Staff. The exact date for each holiday is defined as follows:
    - For the holidays of Christmas Day (December 25th), Boxing Day (December 26th) and New Year's Day (January 1st) only, the holiday compensation date shall be the actual day of the holiday, not the observed day.
    - For all other public holidays, the holiday compensation shall be the observed day of the holiday.

c) *Payment for working on Public Holidays:* Operations Staff who are scheduled to work on the day and night shift commencing on the holiday compensation date, will be entitled to twelve hours of double time pay. Operations Staff not scheduled to work upon holiday compensation date will receive a lieu day.

Additional Agreements

a) *Minimum number of personnel on a shift:* For safety reasons, a minimum of four persons shall be scheduled to be on shift when the plant is in operations.

b) *Payment for Meetings and Training:* Operations staff will be compensated at time and a half pay for attending management approved meetings and training, on rest days.

GLOSSARY

TERM	ARTICLE / SCHEDULE	DEFINITION
APPROPRIATE CAPACITY	*Article 2 - Recognition*	A post that may be utilized for the delivery of services to the Public Service.
CALENDAR YEAR	*Schedule VII - Leave*	January to December of each year.
CERTIFIED SICK LEAVE	*Schedule VII - Leave*	Sick leave that requires a medical certificate.
COMMONSENSE APPROACH	*Schedule VI - Refreshment Break & Personal Needs*	Sound practical judgment based on the needs of the service.
HEAD OF DEPARTMENT	*Various*	The Public Officer who manages and supervises a department.
HEAD OF THE PUBLIC SERVICE	*Various*	The Public Officer who has overall responsibility for the Public Service.
INCREMENT	*Article 8 - Incremental Dates*	To increase to the next pay scale, if the Public Officer is not at the top of the pay scale for the post and subject to satisfactory performance and conduct.
INFECTIOUS DISEASE	*Schedule VII - Leave*	Disease being a notifiable disease under the Public Health Act 1949
LEAVE AUTHORITY	*Schedule VII - Leave*	The person who has permission to approve annual leave.
MEAL BREAKS	*Schedule III - Hours & Days of Duty*	Lunch breaks consisting of 1¼ hours per day.
PART-TIME PUBLIC OFFICERS	*Article 34 - Temporary & Part-Time Public Officers* & *Schedule VII - Leave*	A person who is employed for less than fifteen hours per week.
PATERNITY LEAVE	*Schedule VII - Leave: Item 27 to 33*	Leave that may be granted to fathers after completing one (1) year of service at the date the baby is born.
PERMANENT SECRETARY	*Various*	The Public Officer to whom the Head of Department reports.
PRESCRIBED PUBLIC OFFICER	*Schedule VII - Leave Item 54*	The Public Officer identified by the Head of Department to accept information on his/her behalf.
PRO RATA	*Schedule VII - Leave: Item 7*	Proportionally based on length of service.
PRO-RATED BENEFITS	*Article 34 - Temporary & Part-Time Public Officers*	Benefits based on continuous length of service, i.e. annual and sick leave
SPOUSE	*Schedule VII - Leave*	The partner of a Public Officer through marriage or domestic partnership.
STATEMENT OF EMPLOYMENT	*Addendum*	A written statement of employment to be issued and dated by the employer and employee not later than one (1) week after the employee begins employment.
TEMPORARY POSITION	*Article 23 - Seniority*	A post that is not established within the Public Service.
TEMPORARY RELIEF	*Article 34 - Temporary & Part-Time Public Officers*	Someone who is hired to cover the absence of a Public Officer on leave or to carry out the duties of a vacant post. This individual should not be hired for more than three (3) months in any year.

TERM	ARTICLE / SCHEDULE	DEFINITION
TIME IN LIEU	*Schedule IV - On Call, Call Out Pay & Overtime* & *Schedule IV - On Call, Call Out Pay & Overtime*	Time taken off by a Public Officer to compensate for authorized overtime that has been worked instead of receiving overtime payment.
TERMS AND CONDITIONS	*Various*	General and special provisions and requirements such as pay grade; sick, vacation, maternity, and personal leave entitlements; hours of work; public holidays; pension; and overtime as outlined in the Agreement.
UNCERTIFIED SICK LEAVE	*Schedule VII – Leave: Item 52*	Sick leave that does not require a medical certificate.

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SIGNATURES

For and on behalf of:

THE BERMUDA PUBLIC SERVICES UNION

Bro. Armell Thomas
BPSU President

Date 11/8/23

Bro. Kevin Grant
BPSU General Secretary

Date 11/8/2023.

Sis. Lloyadita Symonds
BPSU Assistant General Secretary

Date 11/08/2023.

For and on behalf of:

THE GOVERNMENT OF BERMUDA

Cherie Whitter
Head of the Public Service *(Acting)*

Date 11/08/2023

Cheryl-Ann Lister
Financial Secretary *(Acting)*

Date 15/8/23

BERMUDA PUBLIC SERVICES UNION
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