



AN AGREEMENT BETWEEN

THE BERMUDA GOVERNMENT
(hereinafter referred to as “the Government”)

AND

THE BERMUDA INDUSTRIAL UNION
(hereinafter referred to as “the Union”)

April 1, 2022 – March 31, 2024

TABLE OF CONTENTS

ARTICLES and SCHEDULES

ARTICLES

PREAMBLE.....	8
ARTICLE 1	8
Purpose	8
ARTICLE 2	8
Recognition	8
ARTICLE 3	9
Management Rights.....	9
ARTICLE 4	9
Union Rights.....	9
ARTICLE 5	9
Discrimination.....	9
ARTICLE 6	10
Right to Assistance	10
ARTICLE 7	10
Public Holidays	10
ARTICLE 8	11
Protective Clothing, Uniforms and Equipment	11
ARTICLE 9	11
Annual Vacation	11
ARTICLE 10	11
Sick Leave	11

ARTICLE 11	12
Leave of Absence	12
1. Paid Leave of Absence	12
2. Unpaid Leave of Absence	12
3. Record Keeping.....	12
ARTICLE 12	15
Hours of Work	15
ARTICLE 13	12
Salaries, Wages and Rates of Pay	12
ARTICLE 14	12
Overtime.....	12
ARTICLE 15	12
Temporary Assignments	12
ARTICLE 16	16
I Union Security, Maintenance of Membership and Agency Shop.....	16
II Agency Shop Agreement	16
ARTICLE 17	17
Check Off.....	17
ARTICLE 18	18
Seniority, Promotions and Transfers.....	18
ARTICLE 19	18
Job Vacancies.....	18
ARTICLE 20	19
Redundancy and Layoffs	19

ARTICLE 21	19
Redundancy Pay	19
ARTICLE 22	20
Occupational Safety & Health.....	20
ARTICLE 23	24
Pension Schemes	24
ARTICLE 24	25
Joint Consultation.....	25
ARTICLE 25	26
Training.....	26
ARTICLE 26	27
Grievance Procedure.....	27
ARTICLE 27	28
Disciplinary Procedure.....	28
ARTICLE 28	29
Reinstatement.....	29
ARTICLE 29	29
Life Insurance.....	29
ARTICLE 30	29
Shop Stewards	29
ARTICLE 31	30
Approval by Legislature	30
ARTICLE 32	30
Information to the Union	30
ARTICLE 33	31
Credit Union Deductions	31

ARTICLE 34	31
Probationary Service	31
ARTICLE 35	32
Performance Management	32
ARTICLE 36	32
Duration.....	32
SCHEDULE 1	33
Protective Clothing and Uniforms.....	33
HEALTH	33
1. VECTOR CONTROL	33
2. LEFROY HOUSE.....	33
3. DAME MARJORIE BEAN HOPE ACADEMY.....	33
AIRPORT OPERATIONS (Skycaps)	34
1. Pilots:.....	34
2. Crew/Maintenance Workers/Storeman:.....	35
3. Terminus Operators/Lighthouse Keepers:.....	36
DEPARTMENT OF PUBLIC TRANSPORTATION	37
1. Bus Operators and Dispatchers:.....	37
2. Maintenance Employees:.....	38
3. Other Employees:.....	38
WORKS & ENGINEERING	39
POST OFFICE	40
EDUCATION	41
1. BUS DRIVERS	41
2. STORES (Driver and Labourer/Helper):.....	41
3. STOREKEEPER AND STOREMEN:	41
4. STORES CLERK:	42

5. CUSTODIANS:.....	42
6. GROUNDSMAN:.....	42
YOUTH, SPORT & RECREATION	43
1. TENNIS STADIUM	43
2. ISLANDS (DARRELL'S PORT'S PAGET AND WHITE'S).....	43
1. Initial Issue:.....	44
2. Other Issue:	44
PORT ROYAL & OCEAN VIEW GOLF COURSES	45
1. Initial Issue:.....	45
2. Maintenance Employees and Handyman:	45
POLICE SERVICE	46
1. Cleaners:.....	46
SCHEDULE 2	46
Vacations.....	46
SCHEDULE 3	48
Sick Leave	48
SCHEDULE 4	50
Maternity Leave.....	50
PATERNITY LEAVE.....	51
ADOPTION LEAVE	51
SCHEDULE 5	51
Pre-Retirement Leave	51
SCHEDULE 6	52
Life Insurance.....	52
SCHEDULE 7	53
Apprenticeship Schemes in all Departments.....	53

SCHEDULE 8	54
Pay Slips	54
SCHEDULE 9	54
Hours of Work	54
SCHEDULE 10	58
Overtime.....	58
SCHEDULE 11	60
Pick of Work – DPT.....	60
SCHEDULE 12	61
Employee Passes – D.P.T. and Marine & Ports Services.....	61
SCHEDULE 13	62
Rescue, Towage and Salvage - Marine & Ports	62
SCHEDULE 14	62
Tradesman’s Tools	62
SCHEDULE 15	63
Employee Assistance.....	63
SCHEDULE 16	63
Premiums, Allowances and Commissions.....	63
SCHEDULE 17	75
Wages and Rates of Pay	75
For and on behalf of the	90
or and on behalf of the Government of Bermuda	91
SUPPLEMENTARY MEMORANDUM No. 1	92
SUPPLEMENTARY MEMORANDUM No. 2	93
HEALTH INSURANCE SCHEME	93
MEMORANDA OF UNDERSTANDING	99

PREAMBLE

Agreement between the Bermuda Government hereinafter referred to as the Employer and the Bermuda Industrial Union, hereinafter referred to as the Union for all categories of work laid down in Schedule 17, in which the post holder is normally paid on an hourly, daily, weekly or monthly basis.

ARTICLE 1: Purpose

To promote and maintain harmonious relations between the Employer and its Employees, to set forth an Agreement for the regulation of conditions of employment in order to protect and advance the general welfare of the Employees; to secure prompt and fair disposition of Employees' grievances and to achieve the highest level of efficiency in work and production which is consistent with safety and good health.

The Employer and the Union recognise that this Agreement imposes serious duties and responsibilities which at all times must be faithfully observed and both parties pledge themselves to comply with its provisions and to co-operate in good faith to promote within the framework of the Agreement the establishment and continuance of harmonious relations between the Employer and its Employees.

ARTICLE 2: Recognition

The Employer recognizes the Union as sole bargaining agent for those Employees it represents for the purpose of collective bargaining with respect to rates of pay, hours of work, overtime, and method of wage payment, paid leave, sickness benefits, and other conditions of employment. This shall include the categories of work as laid down in Schedule 17.

ARTICLE 3: Management Rights

The Union recognises the Employer's right to manage its own operations, to direct the working force, including the right to hire those workers it considers most suitable for its operation, to suspend or discharge for just cause, to transfer, and the right to relieve Employees from duties because of lack of work or other legitimate reasons, subject only to such limitations as are provided in this Agreement. However, Employees who believe they have been unjustly treated shall have the right to submit their claim by following the Grievance Procedure set out in Article 26 of this Agreement.

ARTICLE 4: Union Rights

1. The Union shall have the right to put forward applicants for consideration for employment by the Employer.
2. The Employer shall provide a notice board in a convenient place for the posting by accredited Union Officers of materials and notices for the conduct of Union affairs.
3. The Union has the right to represent any of its members covered by this Agreement, if requested, in all matters pertaining to employment and working conditions.
- 4: The Employer agrees to publish this Agreement on the Government intranet and/or Departmental website. Each Head of Department will provide access to the Agreement for Employees.

ARTICLE 5: Discrimination

1. The Employer agrees not to discriminate in any way against any Employee because of membership in the Union or because of the Employee acting as an officer or in any other capacity on behalf of and authorised by the Union.

2. The Union and the Employer agree that they will jointly deal with any union member or non-union member who is known to have intimidated or coerced any union member or non-union member of the Employer's staff.
3. It is therefore agreed that all Employees covered by this Agreement may become and/or continue to be full members of the Union.

ARTICLE 6: Right to Assistance

Both the Union and the Employer shall have the right to include on its negotiating team such assistance as may be necessary in the course of negotiations and other dealings.

ARTICLE 7: Public Holidays

1. The following days shall be observed as paid Public Holidays:
New Year's Day, Good Friday, Bermuda Day, National Heroes Day, Emancipation Day, Mary Prince Day, Labour Day, Remembrance Day, Christmas Day, Boxing Day, and any other days which the Governor shall declare to be a Public Holiday.
2. Where Christmas Day specified in paragraph one above falls on a Saturday or Sunday, all Employees required to work or be on-call on the Saturday or Sunday shall be compensated at holiday rates. Any work on the Observed Holiday will be at regular pay rates.
3. If a Public Holiday, with the exception of Christmas Day, falls on a Sunday, the holiday so proclaimed by the Government in its place shall be observed as a Public Holiday.
4. When a Public Holiday falls on an Employee's normal day off, half day off, vacation or maternity leave, the Employee shall receive equivalent time off within two weeks following the holiday, or at some later date. In either case, the time is to be mutually agreed.

ARTICLE 8: Protective Clothing, Uniforms and Equipment

1. The Employer and Employee recognise that under the Occupational Safety and Health Act 1982 there is an obligation that requires protective clothing be issued and worn.
2. The Employer will provide protective clothing and equipment to the Employees listed in and in accordance with Schedule 1.
3. The Employer will issue uniforms in accordance with the replacement provision in Schedule 1 or in consultation with the Union where there is no provision.
4. Employees found to be not wearing the said protective clothing, uniforms and equipment will be subject to disciplinary action.
5. Upon termination of employment, for security purposes, all Employees will surrender their I.D. cards, keys, uniforms and any other government issued job related items and protective clothing.
6. Management will discuss with representatives of each section as to quality and style of the protective clothing and uniforms.

ARTICLE 9: Annual Vacation

Annual Leave with pay shall be based on the calendar year, 1st January through 31st December, and shall be granted as set forth in Schedule 2.

ARTICLE 10: Sick Leave

Sick Leave with pay shall be based on the calendar year, 1st January through 31st December, and shall be granted as set forth in Schedule 3.

ARTICLE 11: Leave of Absence

1. Paid Leave of Absence

- a) **Employer/Union Discussions:** Reasonable leave of absence with pay shall be granted to such reasonable number of Employees, as mutually agreed, when required to take part in discussions between the Employer and the Union. Where there is a failure to reach mutual agreement, the number of Employees granted leave of absence under this provision shall not exceed seven (7) per department. Both parties require a minimum of twenty-four hours' notice, in writing wherever possible, with respect to such meetings. Email would suffice.
- b) **Employer/Union Negotiations:** Reasonable leave of absence with pay shall be granted to such reasonable number of Employees representing the various Divisions/Sections, for the purpose of collective bargaining. Both parties require a minimum of twenty-four hours' notice, in writing wherever possible, with respect to such meetings. Email would suffice.
- c) **Compassionate Leave:** Leave of absence without loss of pay of up to three working days for local funerals and up to five working days for overseas funerals shall be granted upon request in the case of the death of a great grandparent, grandparent, parent, foster parent, spouse, brother, sister, child, grandchild, great grandchild, mother-in-law, father-in-law, aunt or uncle, and any person who was at the time of death residing in the same household. A half-day's leave to attend the funeral of a brother-in-law, sister-in-law, niece or nephew will also be granted. An additional two days leave will be granted if an employee is required to travel overseas to bring the deceased relative back to Bermuda for burial.
- d) **Special Compassionate Leave:** Any employee shall be entitled to special compassionate leave as set forth in Schedule 3 – 5(a) and 5 (b).

- e) **Personal Leave:** Employees are encouraged to arrange appointments for 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, Employees must give as much advance notice as possible to their supervisor. Senior Management is responsible for ensuring that every possible effort is made to permit the Employee to attend to such matters without suffering loss of pay. The Employer may require any Employee to supply documentary evidence to support a request for personal leave under this Article.
- f) **Union Functions:** Leave of absence without loss of pay shall be granted to Employees for the purpose of attending Union Conferences, Educational Seminars, and any other functions in the interest of good industrial relations if mutually agreed between the Employer and the Union, subject to the exigencies of the service. The Union agrees to provide prior written confirmation of any such function, and a list of Employees required. The Employer will confirm the release of the Employee as soon as approval has been granted. The Employer may require any Employee to supply documentary evidence of attendance at such a function.
- g) **Jury and Subpoenaed Witness Duty:** Leave of absence shall be granted with pay not less than the difference between the Employee's normal rate of pay and the amount of pay or fees received for jury or subpoenaed witness duty. Any Employee who performs these duties on their day off will receive time in lieu.
- h) **Military Duty:** Leave of absence for military duty shall be granted with pay not less than the difference between the Employee's normal rate of pay and the amount of pay received for military duty.

- i) **Volunteer Fire and Reserve Constabulary Duty:** Subject to the exigencies of the service, and at the discretion of the Employer, leave of absence for such service shall be granted with pay not less than the difference between the Employee's normal rate of pay and the amount of pay, if any, received for such duty.
- j) **Voting:** In the case of a Parliamentary General or By-Election or Referendum, Employees whose duties prevent them from visiting a polling booth, shall be given reasonable leave of absence to enable them to record their vote.
- k) **Representing Bermuda Abroad:** Any Employee 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 events, and for travelling to and from the place arranged for the event.
- l) **Maternity Leave:** All female Employees shall be entitled to paid maternity leave as set forth in Schedule 4.
- m) **Paternity Leave:** All male Employees shall be entitled to paid paternity leave as set forth in Schedule 4.
- n) **Adoption Leave:** All Employees shall be entitled to paid adoption leave as set forth in Schedule 4.

1. Unpaid Leave of Absence

- a) Leave of absence without pay, may, at the discretion of the Employer, be granted to an Employee for urgent or compassionate personal reasons, without loss of seniority. Such leave shall not exceed ninety (90) days in any one year.

- b) **Union Functions:** Subject to the exigencies of the service, leave of absence without pay may be granted by the Employer for any official or delegated representative of the Union to engage in Union business without loss of seniority.

1. Record Keeping

- a) It is understood and agreed that the Employer will undertake to keep adequate and accurate records of each Leave of Absence separately, under this Article and make them available to the Employee upon request. It is understood that this also applies to Sick Leave.

ARTICLE 12: Hours of Work

Employees shall be guaranteed the hours of work as set forth in Schedule 9.

ARTICLE 13: Salaries, Wages and Rates of Pay

Salaries, wages and rates of pay shall be as set forth in Schedule 17.

ARTICLE 14: Overtime

Overtime shall be paid as set forth in Schedule 10.

ARTICLE 15 Temporary Assignments

1. The Employer agrees to pay any Employee the rate of pay as laid down in the Schedules for any temporary senior assignment, other than the Employee's normally assigned job, that lasts for at least one full working day and any consecutive time thereafter.
2. If the temporary assignment is outside the scope of the Schedules, the Employer will notify the Employee concerned, in writing, of the details of the assignment to include the following:

- a) The post or category to which the Employee has been assigned and whether the Employee is to assume the full, or part, duties of the post;
 - b) The date and expected duration of the assignment;
 - c) The allowance the Employee is to receive for the assignment; this shall not be less than 75% of the difference between the Employee's rate of pay and the lowest step of the grade of the post to which the Employee has been assigned.
3. It is understood that the foregoing provisions will not apply to attachments that have been made for the purposes of training in accordance with Article 25.

ARTICLE 16: I Union Security, Maintenance of Membership and Agency Shop

1. The Union will provide an Agency Service for non-union Employees covered by this Agreement. Details of all the services and benefits are stipulated in this Agreement.
2. The subscription for the Agency Service is the amount equal to the constituted dues of the Union.
3. The Employer agrees to deduct the Agency Service subscriptions in accordance with Article 17 Check Off or non-member fees in accordance with the Trade Union and Labour Relations (Consolidation) Act 2021.
4. The Employer agrees to offer and to make available Form No. 1 "Union Membership and Dues Deduction Form", and Form No. 2 "Agency Service Individual Authorisation Deduction Form" to all Employees who wish to avail themselves of Union membership or Agency Service.

II Agency Shop Agreement

1. The parties of this Collective Agreement agree to enter into an Agency Shop Agreement in accordance with the Trade Union and Labour Relations (Consolidation) Act 2021.

2. The categories of workers to be included in the Agency Shop are those included in Article 2 Recognition.
3. The appropriate contributions are determined by the Constitution of the Union, Rule 4, and may be varied only by the amendment to that Constitution. An initial payment is required upon joining. Such payment is to be determined by the Constitution of the Union, Rule 4, and may be varied only by amendment to the Constitution.
4. Contributions will be collected by the Employer through check off from the pay of each Employee.
5. This Agency Shop Agreement shall come into effect on the first day of the month following approval by ballot of the workers in respect of whom it is to apply and shall continue as long as the Union remains the bargaining agent for such workers or the Agreement is terminated or altered by a further Agency Shop Agreement in accordance with the provisions of the Trade Union and Labour Relations (Consolidation) Act 2021.
6. The Employer agrees to post the full preceding contents (I-II) of this Article in a conspicuous place for the information of all Employees.

ARTICLE 17: Check Off

1. The Employer agrees that it will check off from the pay of each Employee who authorises the Employer to do so, on receipt of Form No. 1 or Form No. 2, the weekly dues or contribution, in such an amount as may from time to time be adopted by the Union pursuant to its Constitution and to remit the same each month to the duly designated officer of the Union within ten working days following the month in which deductions were made. If an Employee becomes a member of the Union after execution of this Agreement, the required joining fee will also be checked off and remitted to the Union.

2. Any Employee wishing to discontinue having Union dues deducted shall inform the Employer in writing by completing the appropriate deduction discontinuation form (Form No.3).

ARTICLE 18: Seniority, Promotions and Transfers

1. Seniority of service shall be the determining factor in the assignment of hours of work, vacations, redundancies and layoffs.
2. The Employer agrees that in granting promotion, voluntary and involuntary transfers the following factors shall be taken into consideration: (a) ability, (b) seniority. Ability being equal, seniority will be the determining factor.
3. The Employer will exercise fairness in judging the qualifications of Employees and any complaint that he has failed to do so may be taken through the Grievance Procedure as set forth in this Agreement.
4. Provided the necessary qualifications are met, vacancies in senior positions will be filled by promotion from among the Employees of the Employer. In accordance with this the Employer will employ persons from outside the undertaking in senior posts at any level only when present Employees do not meet the requirements for such positions.

ARTICLE 19: Job Vacancies

1. Heads of Department are responsible for the recruitment, selection and appointment of staff to their departments. They are responsible for the advertisement of all job vacancies in order to ensure the selection of the best candidate for the job. All job vacancies must be advertised within the employing department for 10 working days. Job vacancies for Foreman/ Supervisor and above must be submitted to the Department of Employee & Organizational Development for distribution to all Government Departments.

2. The parties of this agreement are committed to the development of positive policies to promote equal opportunity in employment for all employees. The parties agree to adhere to the current established immigration policy as set down by the Government which states that when hiring, Bermudians will be given preference ahead of spouses of Bermudians, long term residents and non-Bermudians.

ARTICLE 20: Redundancy and Layoffs

1. Where layoffs are necessitated, the Employer will give six (6) weeks' notice or six (6) weeks' pay in lieu of notice to the Employee 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 Article 11 1(e) Personal Leave. The provisions of Article 18 shall prevail.
2. The Employer shall guarantee the Employee re-employment from layoff, without loss of seniority, within a period of thirty (30) days, failing which benefits under Article 21 shall apply.
3. In the event that adverse conditions or developments in its operations are considered by the Employer to warrant an unusual reduction in the labour force, the Employer will consult with Union representatives so that positive steps may be taken by all parties concerned to avert or minimise 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.

ARTICLE 21: Redundancy Pay

1. Where the Employer permanently terminates the services of any Employee as a result of mechanisation, other work methods, reorganisation, amalgamation or contraction of its services or privatisation, the Employee shall be entitled to four (4) weeks' notice, or pay in lieu of notice, and to redundancy pay in accordance with the following schedule:

- a) Less than six (6) months' service – Nil
 - b) Six (6) months to one (1) year of service – One (1) week
 - c) Over one (1) year of service – Three (3) weeks per year
2. Redundancy pay shall be calculated on the maximum basic weekly wage paid to the Employee in the last three (3) months of service.
 3. Privatisation as used in Section 1 of this Article 21 shall mean:-
 - a) The sale or transfer from the public sector to private ownership, of the assets needed to produce goods or services together with the prime responsibility to produce those goods or services. Decisions on pricing and funding are taken by individual suppliers and purchasers in the market.
 - b) The contracting out to the private sector of the whole or part of the delivery of a service for which the public sector retains the responsibility for the provision of the service at the standards and in the quantities it contracts for, whether the public sector pays the contractor for the services or individual recipients pay fees or charges.
 4. Prior to making a decision to privatise a specific Government function or activity, the Government shall give the Union 60 days written notice of its intention, and confer with the Union forthwith for the purpose of seeking agreement.

ARTICLE 22: Occupational Safety & Health

1. As defined in the Occupational Safety and Health Act 1982 and any subsequent amendments the Employer shall be responsible for providing work places with adequate cleaning facilities and sanitation, and shall prescribe adequate safety measures for its Employees which shall include fire extinguishers and drill.
2. Medical benefits shall be governed by the Government Employees (Health Insurance) Act, 1971.

3. An Employee who is injured in the course of that individual's employment shall receive compensation at not less than such minimum rates as are specified in the Workmen's Compensation Act, 1965, or such future Act by which it may be repealed.
4. An Employee in charge of a Government vessel, vehicle, equipment or tool may be instructed to carry out certain check procedures before using the equipment in his daily task. If an Employee during this check or in subsequent use becomes aware of a defect that could jeopardise the Employee's own safety or health or that of any person, the Employee will immediately report it to the Supervisor. If the Supervisor agrees that the item could be hazardous that person will arrange for its immediate repair or withdrawal from service. In the event of disagreement the next level of management will be consulted immediately.
5. The Employer shall provide adequate safety measures for Employees who handle poisonous and/or toxic substances, which shall include:
 - a) First aid kits and fire extinguishers at those areas of work deemed necessary by mutual agreement between the Employer and the Union.
 - b) A separate mixing area for toxic chemicals and other substances that have been designated hazardous to health.
6. Free physical examination shall be given to Employees who handle poisonous and/or toxic substances, or are engaged in an occupation that requires special precautions. Such occupations may involve hazards to hearing, vision, bone and joint strains, vibration or any other hazard to the Employees' health arising from his work. Examinations shall be given at the time of hiring and at least once a year thereafter and may occur more frequently if medically indicated. These examinations to include:
 - a) A general medical

- b) A complete blood count, including white cell count and differential
 - c) A routine urinalysis
 - d) A chest X-ray once a year, unless otherwise advised by the consulting physician
 - e) Liver function and renal function tests
 - f) A check on hearing
 - g) A check on vision
 - h) A stress test
 - i) Any other check appropriate to the kind of health hazard suspected
7. The Employer shall provide approved safety apparatus and equipment for those Employees engaged on jobs requiring protection. Employees who refuse to use the equipment may face disciplinary action.
8. In the event that an Employee is found to be unfit by reason of health to discharge the Employee's normal duties, the Employer will make every effort to transfer the Employee to an existing vacancy within Government service. The Union shall be informed of all such cases prior to transfer. The rate of pay for such employment shall normally be that prevailing for the vacancy, but the Employer agrees that, at the request of the Union, individual cases will be the subject of prior consultation and negotiation. It is understood that the foregoing shall not prejudice relevant legislation in respect of pensions.
9. The Union and the Employer agree to the establishment of a Joint Central Health and Safety Committee for all Employees covered by this Agreement. The functions of the Committee shall be to provide a forum for the discussion of health, safety and welfare issues generally, and to determine and administer agreed programmes of training, education and guidance in health and safety issues. The Central Committee shall give advice and support to the Sectional and Departmental Health

and Safety Committees and may recommend overall policy in respect of their functions. The duties and responsibilities of sectional and Departmental Committees shall remain theirs, and shall not be taken away from them. The Central Committee shall respect the autonomy of these committees, and shall not seek to make them subject to the Central Committee. The Joint Central Committee shall be composed of up to 15 members with representation from the respective B.I.U. divisions and an executive officer (total 11), and 4 representatives of top management. It is agreed that prior to each Joint Central Committee Meeting, the Union shall hold a meeting of representatives from each Sectional Departmental Health and Safety Committee. (This Committee shall be called the Union's Central Health and Safety Committee). The purpose of this Committee shall be:

- a) To select representatives to sit on the Joint Central Committee; and
 - b) To co-ordinate information and to brief Union representatives on the Joint Central Committee.
10. Annual C.P.R./First Aid training shall be made available to all Employees who wish to learn it. Classes shall be held during working hours whenever possible.
11. Herein is a brief summary of the provisions of the Worker's Compensation Act, 1965, and other pertinent legislation. When an Employee suffers injury or sickness arising out of carrying out the duties of employment, and not caused by the Employee's wilful default, the Employee may, subject to the following conditions, be granted the benefits enumerated below.

CONDITIONS:

Production of a medical certificate detailing the nature and extent of the Employee's disability and the period that the Employee will be unable to work.

Certification by the Head of the Employee's Department that the injury or sickness was not caused by the Employee's wilful default.

BENEFITS:

- a) Full pay sick in accordance with the provisions of the Workers' Compensation Act 1965.
- b) Half pay sick leave in accordance with the provisions of the Workers' Compensation Act 1965.
- c) A Government Employee, including casual Employees, may be paid the whole of any reasonable cost of the medical or surgical treatment of any injury or illness arising out of the Employee's employment or any part of the cost. Any such benefit however, is deducted from the benefit payable under the Government Employees (Health Insurance) Act, 1971, and "reasonable cost" is normally held to mean the rates of benefits payable under the Health Insurance Scheme.
- d) Where an Employee is permanently disabled as a result of an injury or illness arising out of the worker's employment duties, the Employee may be granted compensation of up to a maximum (for permanent total incapacity) of four years of the worker's actual earnings or four years of the average income per capita income, whichever is the lesser amount, and for permanent partial incapacity a percentage of the maximum rate in accordance with the Schedule to the Workmen's Compensation Act.

Note: These provisions are contained in an Act of Parliament and reference should be made to the Act itself if and when a problem arises.

ARTICLE 23: Pension Schemes

1. The terms and conditions under which any pensions, benefits or special allowances may be granted to Employees covered by this Agreement are set out in the Public Service Superannuation Act 1981, or subsequent legislation by which it may be amended or repealed.

2. The parties to this Agreement have agreed to fund a contribution pension scheme on a 50/50 sharing of contributions.
3. It is agreed that the Union shall have the right to review the current pension scheme with a view to making representations concerning any amendments.

ARTICLE 24: Joint Consultation

1. The Employer and the Union agree to the establishment of Joint Consultative Committees for the various Divisions. The numbers of representatives to be included on these committees shall be agreed between the Employer and the Union for each Division. These committees within Divisions will meet once every month, or as mutually agreed, to consult on matters of mutual interest.
2. In addition, it is agreed that proposed changes in job categories covered by this collective Agreement and proposed changes in operations involving major reorganisation of the staff will be referred to the Joint Consultative Committee. This shall not be in any way prejudicial to any of the Articles covered in this Agreement.
3. The Employer and the Union agree to the establishment of a Central Consultative Committee. The Committee will consist of one Union representative and one management representative from each Ministry or Department represented in the Agreement. Either party may include a representative to provide themselves with technical support/advice, e.g. Union official or representative from the Department of Employee & Organizational Development. Where necessary other individuals may be co-opted onto the Committee for particular items, provided that any such individual serves on the Committee by mutual agreement. The Committee will meet at least quarterly or as mutually agreed. Agenda items will be mutually agreed prior to each meeting. It is anticipated that the Central Consultative Committee will provide a forum for monitoring and supporting the operation of departmental

J.C.C.'s. It will not replace them nor will it replace the collective bargaining process or the collective agreement. The C.C.C. shall respect the authority of these departmental J.C.C.'s and shall not seek to make them subject to the C.C.C. The Chairman of the Committee shall be appointed by mutual agreement. The Committee shall establish its own procedure.

ARTICLE 25: Training

1. The Employer will continue to encourage and make arrangements for its Employees to undertake training to improve their skills or to better fit them for the performance of their duties and for subsequent promotion to higher positions in the service of the Employer.
2. The Employer shall give the same opportunity to all Employees who make application to attend educational and/or training courses under the auspices of the Department of Workforce Development, or any other educational institution.
3. Employees carrying out work, duties, operations and the like, associated with training, trial or testing with a view to reclassification, will receive their existing rates of pay until qualifying for reclassification.
4. The Employer reserves the right to withdraw vocational training facilities and financial support from Employees who fail to progress without a satisfactory reason.
5. The Employer agrees to pay Employees their normal pay when Employees are sent for approved training locally or overseas during working hours.

ARTICLE 26: Grievance Procedure

1. Should there be any Employee covered by this Agreement who shall wish to settle any grievance, dispute or misunderstanding, the Employer and the Union will advise the Employee to be accompanied by his/her Shop Steward/Union Representative at all steps of the Grievance Procedure. Every effort will be made by both parties to settle such grievances promptly, in the manner outlined below:

Step 1: Except in exceptional circumstances beyond the Employee's control, the aggrieved Employee with or without the Shop Steward shall take up the matter with the immediate Foreman or Superintendent within two (2) working weeks and the matter shall be dealt with within five (5) working days of the presentation of the grievance.

Step 2: If there is no settlement at Step 1, the aggrieved Employee with or without the Shop Steward may invoke the aid of the Union Grievance Committee (comprised of not more than four (4) representatives) who shall take the matter up with the Section Head within two (2) working days after the expiry date at Step 1. Thereafter the matter shall be dealt with within two (2) working days.

Step 3: If there is no settlement at Step 2, the matter shall be referred to top Union Officials who shall take up the matter in writing with the top Management of the Department within three (3) working days after the expiry of Step 2. Thereafter the matter shall be heard within seven (7) working days.

2. Should a settlement not be reached at Step 3, either party to this Agreement, or both, shall have the right to refer such matters in dispute to the Labour Relations Manager who shall take such steps as seem expedient under Part 4 of the Trade Union and Labour Relations (Consolidation) Act 2021.
3. It is further agreed that any step in the Grievance Procedure may be by-passed if mutually agreed by both parties to this Agreement.

ARTICLE 27: Disciplinary Procedure

Introduction

The objective of this procedural agreement is to clarify the steps that may be taken in dealing with matters of discipline, so that all concerned understand their rights and obligations.

Responsibility

It is the responsibility of management to ensure that each Employee is aware of expected standards of conduct and for ensuring that they are adhered to.

Stage I Informal Advice and Warning Procedure

This will be given verbally to the individual concerned by the Employee's immediate supervisor to clarify and specify the improvement required. Written confirmation of this warning will be given to the Shop Steward but will not form part of the Employee's record.

Stage II Formal Warning

The Supervisor/Manager will warn the individual concerned in the presence of the Shop Steward, pointing out the fault or misconduct and indicating that there must be an improvement within a specified time, after consultation with the Shop Steward, taking full account of all the circumstances of the case.

This warning will be confirmed in writing and entered on the Employee's personal file for a maximum period of six (6) months. Failure to make the necessary improvement will result in Stage III.

Stage III Written Warning

The Supervisor/Manager will give the individual concerned in the presence of the Shop Steward, a final written warning, pointing out the fault or misconduct and indicating that there must be an improvement within a specified time, after consultation with the Shop Steward, taking full account of all the circumstances of the case.

A copy of this written warning will be entered on the Employee's personal file for a maximum period of twelve (12) months. Failure to make the necessary improvement will result in Stage IV.

Stage IV Suspension or Dismissal

1. In the event of the required improvement not being forthcoming, the necessary action will be taken. This action will be communicated to the individual concerned, in the presence of the Supervisor/Manager and the individual's representative.
2. In the event of an individual committing a proven act of gross misconduct such as fighting, theft, fraud, Management reserves the right as defined in Article 3 - Management Rights, to suspend or discharge the individual concerned immediately without invoking the full procedural steps. The Union will be informed and may investigate the circumstances.
3. In the case of suspected gross misconduct such as fighting, theft, fraud, the individual concerned may be placed on administrative leave on full pay as a precautionary measure, so that the individual may be moved from the individual's position during the investigation, without prejudicing the situation. The Employee placed on administrative leave shall be on full pay during the investigation.

ARTICLE 28: Reinstatement

An Employee who has been unjustifiably dismissed and subsequently reinstated, shall not suffer any loss of pay, bonuses, seniority or other privileges which the Employee would have enjoyed had the Employee not been dismissed.

ARTICLE 29: Life Insurance

Life Insurance for all Employees shall be as set out in Schedule 5.

ARTICLE 30: Shop Stewards

1. The Union shall elect or appoint Shop Stewards for the various Departments, one of whom shall be the Chief Steward. The Management shall be informed in writing within ten days of such appointments and of any subsequent changes as and when they occur.

2. It is agreed that there will be no Union activity in the Employer's time, except that necessary in connection with the handling of grievances and adherence to this Agreement. The Chief Steward is required to obtain prior permission from the Supervisor before leaving the place of work to deal with such grievances. Such permission will not be withheld unreasonably.
3. The Shop Stewards shall be considered as having top seniority in their job category with respect to layoffs and recalls only.

ARTICLE 31: Approval by Legislature

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

ARTICLE 32: Information to the Union

The Employer agrees to provide the following information to the Union on a monthly basis:

1. Employees in the Bargaining Unit
2. New Employees
3. Employees, by name, who have left the Bargaining Unit
4. Employees who pay agency fees and whether they contribute to:
 - a) The Union; or
 - b) A charity

In addition, the Employer will provide annually an aggregate list of the contributions made to each charity.

5. In order that the Union may further develop its overall policy towards training, the Employer agrees to make available information on the number and types of categories covered by this Agreement that are occupied by contract Employees, the qualifications, skills, experience required to fill those categories and the date of hiring and the date of expiration of those contracts.

ARTICLE 33: Credit Union Deductions

1. The Employer agrees to deduct from the pay of Employees covered by this Agreement the Credit Union deductions as authorised by the Employees. Such authorisation shall be made in writing upon the appropriate Deduction Authorisation Form.
2. The Employer further agrees to remit all deductions to the Credit Union within fifteen (15) days following the month that deductions were made.

ARTICLE 34: Probationary Service

1. All new Employees shall serve a probationary period of three months from the date of first engagement. During the probationary period, monthly meetings will be held with the Employee, and a written report will be given to the Employee and the Shop Steward, within two days of the meeting. During this period the Employer will assess the Employee's suitability for continued employment and if considered unsuitable the Employee may be discharged at any time during the probationary period.
2. An Employee's probationary period may be reviewed and extended to a maximum of a further three (3) months where circumstances justify upon mutual agreement between the Union and the Employer.
3. Employees who believes they have been unjustly treated shall have the right to submit their claim by following the Grievance Procedure as set out in Article 26 of this Agreement.

4. Upon satisfactory completion of the probationary period, the Employee will be notified in writing of acceptance as a permanent Employee.
5. Employees who are promoted to categories of a supervisory nature shall serve a probationary period of three months. Employees who prove to be unsuitable during this probationary period will be returned to their former position.
6. Upon request, the Union shall be informed about an Employee's progress while on probation.

ARTICLE 35: Performance Management

The Union acknowledges the Employer's wish to continuously improve its collective performance and help each employee to be as productive as possible. Managers shall monitor employee work performance on a continuous basis and provide ongoing feedback, dialogue and support, as well as opportunities, to enhance successes and rectify areas of improvement.

A formal performance appraisal, including a written assessment, shall be completed at least once each 12 calendar months after an employee completes the probationary period.

ARTICLE 36: Duration

This Agreement shall come into effect on the 1st April 2022 and shall remain in effect until the

31st March 2024 and thereafter continue in effect provided that at any time after the 30th November 2023, four (4) months' notice of termination or modification may be given by either party hereto.

NOTE:

1. Salaries and wages shall be based on the Government's fiscal year.
2. Benefits shall be based on the calendar year.

SCHEDULE 1: Protective Clothing and Uniforms

HEALTH

1. VECTOR CONTROL

a) Standard Initial Issue to all Employees:

- 1 raincoat and hood/rainsuit,
- 5 long sleeved shirts
- 4 pairs trousers (or shorts issued to P.C.O.'s only)
- Accessories: 4 winter socks, 4 summer socks, gloves (as required), 1 Photo I.D.

b) Vector Inspector will be issued additional uniforms as follows:

- 1 jacket,
- 5 short-sleeved shirts
- 1 pair shoes
- Appropriate rubber boots (as required)

c) Labourers (Canal) will be issued additional uniforms as follows:

- 1 pair coveralls
- 1 pair protective shoes
- 1 pair protective rubber boots
- 10 summer tee shirts as an annual issue,
- 4 pairs of trousers
- Accessories:** goggles & ear muffs (as required)

d) Two Man Unit only:

- Goggles & Ear Muffs as required
- Coverall (winter or summer)

Replacement of Items: Any torn, damaged or badly worn item of clothing will be replaced as necessary on production of the old article.

2. LEFROY HOUSE

Initial Issue:-

5 uniforms

4 aprons (cooks)

1 pair non-skid shoes

Replacement of Items: Any torn, damaged or badly worn item of clothing will be replaced as necessary on production of the old article.

3. DAME MARJORIE BEAN HOPE ACADEMY

a) Drivers Initial:

5 shirts

5 pairs trousers

b) General Helper

i) Initial:

5 uniforms

ii) Annually:

3 uniforms

Replacement of Items: Any torn, damaged or badly worn item of clothing will be replaced as necessary on production of the old article.

AIRPORT OPERATIONS (Skycaps)

Department no longer operational under the Public Service.

MARINE & PORTS SERVICES

The following protective clothing and uniforms shall be issued to:

1. Pilots:

a) Winter Uniform (Initial):

2 sets reefers with braids

1 rainsuit

5 white shirts

1 pair black shoes

Accessories: 1 black tie, 4 pairs black socks, 1 jersey, 1 cap,
1 brass identification pin.

b) Winter Uniform (Annual):

3 white shirts

1 pair black shoes

4 pairs black socks

c) Winter Uniform (Alternate Years):

1 set reefers (braid to be replaced as required)

1 black tie.

d) Summer Uniform (Initial):

5 sets khakis

1 pair brown shoes

4 pairs brown socks

2 sets epaulettes (epaulettes to be replaced as required)

e) Summer Uniform (Annual):

1 pair brown shoes

2 pairs brown socks.

f) Summer Uniform (Alternate Years):3 sets khakis

Reefers will be issued on alternative years to khakis.

2. Crew/Maintenance Workers/Storeman:

g) Initial:

5 sets blues/denims/coveralls

2 pairs shoes (steel toed as necessary)

1 pair rubber boots

Accessories: 4 pairs socks, 1 rainsuit, 1 Marine & Ports hat,
1 jacket, 1 jersey, 1 identification pin

h) Annual:

5 sets blues/denims/coveralls

2 pairs shoes (steel-toed as necessary)

Accessories: 4 pairs socks

Note 1: Uniform requirements for each individual will be done in conjunction with the Supervisor so as to determine the most appropriate issue for the job requirements.

Note 2: The Marine & Ports tee-shirts may be issued as an acceptable alternative to the blue work shirts. Supplementary tee-shirts may be purchased at cost price through the Department as requested.

3. Terminus Operators/Lighthouse Keepers:

i) Winter (Initial):

- 2 suits blue gabardine (long pants/skirts/shirts)
- 1 jacket/jersey

j) Summer (Initial):

- 2 suits summer blues (shorts/skirt/shirt)
- 1 pair black shoes

Accessories: 4 pairs black socks or 6 pairs of pantyhose in lieu of socks

k) Annual Issue:

- 1 set winter blue gabardine
- 1 set summer blues
- 1 pair black shoes

Accessories: 4 pairs black socks or 6 pairs of pantyhose in lieu of socks.

NOTE: Management will discuss with representatives of each section as to the quality and style. Uniforms must not be altered/modified without the expressed permission of the Employee's Supervisor. All winter uniforms will be issued before 31st October, and all summer uniforms will be issued by 1st May wherever possible. When rainsuits or rain gear are damaged or worn out so that they no longer protect the wearer, they may be exchanged for new articles. In special circumstances where a boiler suit is required, it will be provided on a temporary issue from stores. It is agreed that any of the above articles may be exchanged for new when necessary.

DEPARTMENT OF PUBLIC TRANSPORTATION

1. Bus Operators and Dispatchers:

a) Winter Uniform

i) Initial Issue:

2 tunics

2 pairs trousers or skirts

5 shirts

1 sleeveless sweater or long-sleeved sweater

1 raincoat/ rainsuit

2 pair shoes

Accessories: 5 pairs of winter weight short socks or pantyhose in lieu of socks, 1 uniform cap, 1 black tie, 1 belt, 1 clip-on tie.

ii) Alternate Years (At the end of the 2nd year and every alternate year thereafter): 1 tunic or 3 pairs of trousers or skirts

1 pair trousers or skirt

1 shirt

2 pair shoes

Accessories: 5 pairs winter weight short socks or pantyhose in lieu of socks

b) Summer Uniform:

i) Initial Issue:

5 pairs trousers or shorts or skirts

5 shirts or shirt jackets

5 pairs summer weight socks or pantyhose in lieu of socks

ii) Alternate Years (At the end of the 2nd year and every alternate year thereafter): 2 pairs trousers or shorts or skirts

2 shirts or shirt jackets

Accessories: 3 pairs summer weight socks or pantyhose in lieu of socks

- c) **Other Issues:** Uniform caps, black ties, belts and raincoats will be replaced as necessary on production of the old article.

2. Maintenance Employees:

- a) **Initial Issue** (to be replaced biennially):

1 rainsuit
5 pairs of winter trousers/slacks
5 tee shirts, 1 set coveralls
5 shirts
5 lightweight short sleeve shirts
5 lightweight trousers/slacks/shorts
2 pair safety shoes

Accessories: 1 cap, 2 winter tunics, 5 pairs boot socks or pantyhose in lieu of socks, 1 belt, 5 smocks (females only)

- b) **Issue Schedule:** Every effort will be made by the Employer to issue uniforms as scheduled each calendar year:

- i) Summer uniforms by the 1st May
- ii) Winter uniforms by the 31st October

3. Other Employees:

- a) **Initial Issue** (to be repeated biennially):

- iii) **Storemen and Messengers/Janitor & Night watchman:**

5 smocks or 5 sets of shirts and pants
1 pair shoes
Accessories: 5 pairs socks

- iv) **Cashiers:**

5 shirts, 5 skirts/slacks
1 pair shoes
1 raincoat

Accessories: 5 pairs socks or pantyhose in lieu of socks (for Female Employees)

Replacement of Items: Any torn, damaged or badly worn item of clothing will be replaced as necessary on production of the old article (pantyhose excepted).

WORKS & ENGINEERING

1. The Employer agrees to provide coveralls or shirt and pant sets (or other clothing as specified below) raincoats/suits, rubber boots, aprons, gloves, breathing apparatus and luminous sleeveless jackets to those Employees whose duties or place of work, in the opinion of the Employer, make such issues necessary.
2. **Employees may apply for replacement clothing provided that the worn/old suits are turned in and their conditions warrant replacement.** The Employer further agrees to replace any suit of clothing accidentally damaged, beyond repair, in the course of duty.
3. The Employer agrees to provide the following:
 - a) **Standard Clothing Issue** (for all employees):
 - 1 bump hat or hard hat (as required)
 - 5 summer shirts (or 5 tee shirts as an alternative to 5 summer shirts)
 - 5 summer pants
 - 5 winter shirts
 - 5 winter pants
 - 1 pair safety footwear
 - 5 pairs of boot socks
 - 1 denim jacket
 - b) **Additional Clothing Issue** (Employees in workshops, machine shops, garages and in Refuse Disposal) items in (a) plus:
 - 2 caps
 - 1 denim jacket

- c) **Additional Clothing Issue** (Employees in Garbage Collection) items in (a) and (b) plus:
 - 3 short-sleeve shirts
 - 1 long-sleeve shirt
 - 1 pair winter pants
 - 3 pairs summer pants
 - 1 cap (except refuse disposal employees)
 - d) **Additional Clothing Issue** (Storekeepers) items in (a) plus:
 - 5 winter smocks
 - e) **Foremen** (in all areas where white shirts are standard):
 - 5 short sleeve shirts
 - 5 long sleeve shirts
4. Employees will be issued with raincoats/suits, rubber boots, waders and gloves for particular jobs at the discretion of the officer in charge when weather, working conditions or the nature of the job or health and safety regulations require or the health and safety committee deems the items to be necessary.

Clothing and protective gear are provided for work purposes and all employees are required to wear the necessary apparel on the job sites.

POST OFFICE

Initial Issue:

- 5 navy long-sleeved polo shirts
- 5 navy short-sleeved polo shirts
- 5 navy shorts
- 5 navy long pants
- 1 pair black shoes
- 5 navy long socks
- 5 black crew socks
- 1 BPO rainsuit
- 1 navy lightweight jacket
- 1 navy long-sleeved or sleeveless sweater

- 1 BPO cap
- 1 blue or black belt
- 1 cycle helmet
- 1 blue mailbag

Replacement of Items: Any torn, damaged or badly worn item of clothing will be replaced as necessary on production of the old article.

EDUCATION

The items shall be provided as follows:

1. BUS DRIVERS

Initial Issue:

- 5 shirts,
- 5 trousers
- 5 pairs of boot socks.

2. STORES (Driver and Labourer/Helper):

Initial Issue:

- 5 summer shirts
- 5 winter shirts
- 5 pairs of pants
- 1 rainsuit
- 1 pair of rain boots
- 1 pair of protective footwear
- 1 jacket

Accessories: 5 pairs of boot socks

3. STOREKEEPER AND STOREMEN:

- 5 smocks
- 1 pair of protective footwear
- Accessories:** 5 pairs of boot socks

4. STORES CLERK:

Initial Issue:

5 smocks
1 rainsuit

5. CUSTODIANS:

Initial issue:

5 winter shirts
5 summer shirts
5 pairs of pants
5 pairs of boot socks
1 jacket with inner lining
1 pair of work boots
1 pair of stripper shoes

Other: Appropriate rainsuit, rain boots, safety vest and wooden handle stop sign for custodians that perform traffic warden duty.

6. GROUNDSMAN:

Initial Issue:

5 summer shirts
5 winter shirts
5 pairs of pants
1 rainsuit
1 pair of rain boots
1 pair of protective footwear
1 jacket

Accessories: 5 pairs of boot socks

Replacement of Items: Any torn, damaged or badly worn item of clothing will be replaced as necessary on production of the old article.

YOUTH, SPORT & RECREATION

1. TENNIS STADIUM

Rain gear as required

1 pair rubber-soled shoes to be replaced when necessary.

2. ISLANDS (DARRELL'S PORT'S PAGET AND WHITE'S)

1. Pilots

a) Winter Uniform (Initial Issue):

1 set reefers with braids

3 white shirts

1 black tie

1 pair black shoes

2 pairs black socks

b) Summer Uniform (Initial Issue):

2 sets khakis

1 pair brown shoes

2 pairs brown socks

2 sets epaulettes (epaulettes to be replaced as required)

2. Caretakers, Groundsmen, and Seamen

Initial Issue:

5 summer shirts

5 winter shirts

5 pants or shorts

1 sweat top

1 hat

1 jacket

1 rainsuit

1 pair rubber boots

1 pair non-slip shoes

1 pair safety shoes, gloves and goggles

Replacement of Items: Any torn, damaged or badly worn item will be replaced as required, on production of the old article.

DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES and DEPARTMENT of PARKS (Agricultural Workers)

The Employer agrees to provide all Employees with uniforms, which must be worn during working hours. Uniforms will be issued as follows:

1. Initial Issue:

5 tee shirts

4 long-sleeved shirts

5 pairs pants or shorts

5 pairs of boot socks

1 jacket

1 sweater

5 long-sleeved shirts and 5 pairs pants (for workers who use pesticides and herbicides)

Safety footwear

2 caps, and 1 bump hat (garage Employees)

Safety headwear (as and when required)

1 sweat top and 5 golf shirts (Foreman)

Replacement of Items: Any torn, damaged or badly worn item of clothing will be replaced as necessary on production of the old article.

2. Other Issue:

a) **Winter and summer coveralls** (spray operators, garage workers, painters, beach cleaning and sanitation Employees, tractor operators and Employees working on oil spills)

i) Employees may apply for two suits of coveralls every 12 months, provided that the worn suits are turned in and their condition warrants replacement.

ii) If any suit of coveralls is accidentally damaged beyond repair in the course of duty without wilful default or neglect of the Employee, it will be replaced.

- b) **Rainsuits** (tractor operators and spray operators)
 - i) The Employer will replace yearly provided the worn suits are turned in and their condition warrants replacement.
- c) Protective headgear to any Employee as and when required.
- d) Protective gloves and masks (Employees handling concentrated chemicals)
- e) Protective goggles to employees as and when required.

PORT ROYAL & OCEAN VIEW GOLF COURSES

The Employer agrees to provide all Employees with protective clothing and/or uniforms, which must be worn during working hours. Style, quality, colour, etc. of such clothing or uniforms shall be the subject of prior joint consultation.

All items to be replaced as required on production of the old article.

The Employer agrees to provide protective gloves and masks to those Employees handling concentrated chemicals.

1. Initial Issue:

Front Desk:

- 4 winter uniforms (including jackets)
- 4 summer uniforms
- 1 pair shoes

2. Maintenance Employees and Handyman:

- 5 tee shirts
- 5 long-sleeved shirts
- 5 pairs pants/shorts
- 1 jacket
- 1 pair safety shoes
- 5 pairs boot socks
- 1 cap (garage only)

Other: rainsuits, rubber boots, coveralls and hard hats to be issued as required.

Female Employees in any of the above areas may receive six pairs' pantyhose each year.

Replacement of Items: Any torn, damaged or badly worn item of clothing will be replaced as necessary on production of the old article.

POLICE SERVICE

- 1. Cleaners:**
3 sets of uniforms
3 pairs of shoes

SCHEDULE 2: Vacations

1. Annual vacation leave with pay shall be granted to Employees covered by this Agreement as follows:

a)	0-5 years' service	15 days
	5-10 years' service	18 days
	10-15 years' service	21 days
	15-20 years' service	25 days
	20-25 years' service	28 days
	25-30 years' service	31 days
	Over 30 years' service	34 days

- b) Drivers Dame Marjorie Bean Hope Academy – shall receive an extra week's vacation in August.
2. Vacation pay shall be given to the Employee at the end of the week, preceding the vacation period, unless otherwise requested.
3. An Employee whose services are terminated shall be entitled to vacation pay in proportion to the number of months he has completed in that twelve (12) month period and any

other vacation entitlement, provided that the Employee has successfully completed the probationary period.

4. All vacations shall be granted at a time mutually agreed following each anniversary date of original employment, except that the number of days which can be taken in single days and half-days shall be restricted to five (5) days in any one calendar year. The remaining leave must be taken as a period vacation.
5. Annual vacation may be accumulated, provided that at least five (5) consecutive working days' vacation is taken each year. The annual vacation allowances and the accumulated vacation shall not exceed:

Six (6) weeks up to five (5) years' service during any vacation year

Ten (10) weeks over five (5) years' service during any vacation year.
6. Vacation leave pay for part-time Employees shall be paid at their normal weekly earnings rate and in accordance with their length of continuous service.
7.
 - a) Any Employee who is sick prior to or during vacation who produces a Medical Certificate attesting to the sickness, and stating the time the Employee will be fit for work, such time will not be deducted from the vacation entitlement.
 - b) While on vacation leave, an Employee's entitlement to compassionate leave will not be deducted from the Employee's vacation leave entitlement.

8. Custodians

Annual leave entitlement as laid down in 1(a) above. The provisions of paragraphs 4 and 5 of this schedule shall not apply. The following conditions will apply to vacation leave for custodians due to the special needs of the school year:

The leave year will run from 1st July each year until 30th June on the following year.

- a) Total vacation entitlement will normally be taken starting the first Monday in July according to the schedule published annually by the Ministry of Education;
- b) Upon request and subject to the exigencies of the service, a Custodian may:
 - i) defer up to a maximum of five days of leave to be taken during the period when schools are closed for either the Christmas or Easter vacation or
 - ii) accumulate up to a maximum of five days leave to be used in the following year.

SCHEDULE 3: Sick Leave

1. Sick leave shall be granted as follows:

Period of Continuous Service	Amount of Sick Leave
3 months to 4 years	5 weeks full pay
4 years to 8 years	6 weeks full pay
8 years to 12 years	8 weeks full pay
12 years to 16 years	12 weeks full pay
Over 16 years	14 weeks full pay

2. Further periods of sick leave may be granted on the authorisation of the Head of Department, to Employees who have exhausted their annual and accumulated sick leave entitlement as follows:
- a) For the first two categories of service, up to a maximum of ten (10) weeks with full pay.
 - b) Employees with over eight (8) years' service will be given further consideration.

3. An Employee who is aggrieved at a decision reached under the terms of paragraph 2(a) and 2(b) shall have the right to appeal, in writing, to the Head of the Public Service.
4. An Employee who is sick for more than two (2) working days shall be required to furnish a certificate issued by a registered medical or dental practitioner or registered chiroprapist, on the third day of such illness, as proof of the Employee's illness and inability to work. It is agreed that both parties will co-operate in investigating the circumstances of the uncertificated sick leave of Employees at agreed intervals. An Employee who is thought by the Employer and the Union to be abusing the privilege of sick leave may be required to produce a medical certificate in the case of future sickness. When on uncertified sick leave an Employee will ensure to inform the immediate supervisor of the absence on the first and second day of such illness. In circumstances where the Employer and the Union have shown that there has been continuous abuse, the Employer may invoke Article 27 -Disciplinary Procedure.
5. a) **Special Compassionate Leave:** Any employee shall be entitled to an aggregate of twelve (12) days paid leave annually to be deducted from the Employee's sick leave entitlement, to care for the Employee's sick child, spouse or other dependent family member.

The Employer may require an Employee to supply documentary evidence to support a request for leave under this Schedule.
- b) **Compassionate Leave:** Managers will consider the authorization of time off for fathers to attend the birth of their child under the terms of Article 11(d) Personal Leave. Furthermore managers will consider authorizing additional time off for the father to attend to the mother and child immediately after the birth under terms of this Schedule 3.5(a) Special Compassionate Leave.

6. Employees covered by this Agreement can accumulate up to 100 days sick leave, which will be added to the entitlement for the current year.

SCHEDULE 4: Maternity Leave

In line with the stated purpose of the Collective Agreement between the Bermuda Government and the BIU, to achieve efficiency consistent with the safety and good health of the Employee the following terms regulating maternity leave entitlement have the support of both parties to the Agreement.

1. Pregnant women covered by this Collective Agreement may absent themselves from duty up to four (4) weeks before the expected week of their confinement and shall remain absent for a period of at least four (4) weeks after the confinement. They shall not, in any event, return to duty before they are certified medically fit to do so.
2. In the absence or in the case of insufficiency of entitlement to full pay maternity leave, the Head of Department shall grant annual leave within entitlement or maternity leave without pay.
3. Pregnant women in the Public Service shall, on application to the Department Head, 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 officers, provided that:
 - a) the Employee presents to the Department Head 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 Employee has completed at least twelve (12) months continuous service, at the date the baby is born;
 - c) the Employee 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 thirteen (13) weeks of unpaid leave will be granted in accordance with the Employment Act 2000.

4. Public holidays occurring during full pay maternity leave shall not reckon against the entitlement to full pay maternity leave.
5. Maternity leave shall not be treated as sick leave.
6. Absence on account of illness due or attributed to pregnancy outside the period of maternity leave shall be treated as absence on sick leave, provided it is covered by a medical certificate. Such absence not covered by a medical certificate shall be treated as leave without pay.

PATERNITY LEAVE

1. Male Employees are entitled to up to ten (10) days per year for Paternity Leave.
2. Paternity Leave shall not be treated as sick leave.

ADOPTION LEAVE

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

SCHEDULE 5: Pre-Retirement Leave

Employees who retire on or after the age of 60 years shall receive paid pre-retirement leave in accordance with their length of service, as laid down in the following schedule.

Continuous Service	Entitlement
Less than 10 years	Nil
10 to 14 years	4 weeks
15 to 19 years	6 weeks
20 to 24 years	8 weeks
25 to 29 years	10 weeks
30 years and over	12 weeks

This entitlement may be taken as paid leave or as payment in lieu of leave by arrangement with the Head of Department.

SCHEDULE 6: Life Insurance

It is agreed that the following provisions shall be applicable to all Employees covered by this Agreement as follows:

1. All regular, full-time permanent Employees or Employees contributing to the Superannuation Scheme covered by this Agreement are eligible, on completion of a waiting period of one (1) year of continuous full-time work.

2. Death Benefits

If an Employee dies while insured under this plan, the Employer will immediately upon receipt of the due proof in writing of the death of the Employee pay the sum of one year's basic salary at the time of death to the beneficiary so appointed by the insured Employee.

3. Beneficiary

An Employee's insurance under the plan shall be payable at death to any named beneficiary, and the Employee may change his beneficiary as desired, subject to legal limitations. If more than one beneficiary is designated and in such designation, the Employee has failed to specify their relative interest, the beneficiaries shall share equally. If any beneficiary predeceases

the Employee, the interest of such beneficiary shall terminate, and shall be shared equally by such of the beneficiaries as survive the Employee, unless the Employee has made a written request to the contrary in his beneficiary designation. Any amount of insurance for which there is no beneficiary at the death of the Employee shall be payable to the estate of the Employee.

4. Any Employee who dies while in service of the Government is eligible for full coverage.

SCHEDULE 7: Apprenticeship Schemes in all Departments

1. The Government of Bermuda is committed to the training and development of Bermudians in order to provide a supply of qualified skilled labour to meet the future manpower demands of the service. These apprentices must be registered with the Department of Workforce Development. The Government recognizes its responsibilities to these individuals and will strive to find suitable employment opportunities for successful trainees on completion of their training. Details, including work categories and completion dates, of all apprentices will be forwarded to the Department of Immigration and to the Union.
2. A Joint Apprenticeship Committee shall be set up between the Union and the Employer, which shall be responsible for the administration of the above apprenticeship programmes. The terms of reference, duties and responsibilities of this Committee can be found in the appendices to this Agreement.
3. All apprentices will attend courses of instruction in their particular or related field of study in the evening, on day release or on full time study at an approved institution, locally or overseas. All courses of related study will be approved by the Joint Apprenticeship Committee.
4. Apprenticeship vacancies will be advertised and candidates will be selected from applicants after interviews by the Management.

5. All apprentices will sign an agreement which sets out the terms and conditions of their apprenticeship and which will be registered by Government.
6. All fees for approved courses will be paid by Government.
7. Amendments to this Schedule may be made from time to time, upon mutual agreement between the Union and the Employer.
8. Rates of pay for departmental schemes will be determined by the department concerned in conjunction with the Joint Apprenticeship Committee, but will not be less than the following percentage of the basic rate of pay for a Tradesman 1 as set out in Schedule 17:

Month 0-3	50% of Tradesman 1 rate
Month 3-12	55%
Year 1-2	65%
Year 2-3	75%
Year 3+	85%

SCHEDULE 8: Pay Slips

Pay slips shall be issued to all Employees detailing additions and deductions in the compilation of their weekly or monthly pay. Information regarding the remaining sick and vacation entitlement of an employee will be issued twice a year and upon request when necessary.

SCHEDULE 9: Hours of Work

1. Employees who present themselves for work shall be guaranteed thirty-seven and a half (37 ½) hours per week. At the weekly rate set out in the Schedules. Starting and finishing times may vary and be varied between Departments and between sections within Departments, by mutual agreement between the Union and the Employer. Such agreement shall

be made at a general meeting of the division concerned. Part-time Employees working more than fifteen hours per week shall be entitled to pro-rated benefits where appropriate. Part-time Employees who work less than fifteen hours per week shall not be entitled to benefits other than rates of pay, outlined in the agreement.

2. Employees engaged in work which cannot be performed because of inclement weather conditions will receive full pay provided that they report for work at the normal time and, subject to instructions from their supervisors, remain available for redeployment or resumption of work as weather conditions permit. Drivers at the Dame Marjorie Bean Hope Academy shall be available for redeployment on comparable jobs within the Department of Education, when their vehicles are unavailable or the Dame Marjorie Bean Hope Academy and schools are closed for any reason during normal working hours.
3. The normal work week, excluding meal and rest periods, for all Employees excluding shift and rostered Employees, shall be as in paragraph 1 above.

37½ hours per week, 7½ hours per day
5 days a week Monday to Friday

4. The normal work week, excluding meal and rest periods, for shift and rostered Employees, excluding DPT; Front Desk Employees at Port Royal Golf Course; and Employees at Lefroy House who shall have a thirty five (35) hour week, shall be as set out in paragraph 1 above: 5 days a week, Monday to Friday.
5. **Bridge Keepers:** an annual average for each period in paragraph 1 above reflecting a) and b) in paragraph 6 below.
6. The Department of Public Transportation differs from other Government Departments in that service is offered to the public eighteen (18) hours a day, seven (7) days a week, three hundred and sixty five (365) days a year. Whilst it is recognised that most Employees prefer to work a daytime shift Monday

through Friday, it is also recognised that the Employer must have Bus Operators and maintenance personnel on duty on a seven (7) day per week basis.

- a) The normal workweek for all DPT staff shall be as set out in 1 above, any five days per week, with two days off. Operators are required to work their rostered day within a twelve (12) hour spread.
- b) Premium pay for DPT spread time shall be 75% of the hourly rate for hours worked beyond the tenth hour of spread and paid for each completed five-minute period.
- c) Maintenance personnel whose assigned shift occurs on a Sunday will receive a 50% pay premium for the shift.
- d) DPT Storemen in sole charge of the stores on an assigned Saturday shift will receive a 50% pay premium on his basic rate of pay.
- e) The guaranteed hours paid for any rest day involving bus operators shall be four (4) hours for the first call and four (4) hours for the second call at the appropriate rate, providing there is a split period of one (1) hour. If a bus operator is called in and no work is available he will be guaranteed four (4) hours at the appropriate rate.

If a bus operator works on a rest day he will be guaranteed a minimum of four (4) hours at the appropriate rate

- f) Starting and finishing time (excluding maintenance) shall be from 6:00 am to 1:00am
- g) Driver Training times shall be as follows:

Start 8:30 am to 12:30 pm

Lunch 12:30 to 1:30pm

Start 1:30 to 5:00pm

7. Post Office

a) Postpersons

- i) Postpersons will work a 5-day week, Monday to Friday from 8:00am to 4:30pm and/or as determined by 1 above.
- ii) Time and one half shall be paid for all work performed during any hours in excess of the normal working day. See Schedule 10 Overtime.
- iii) Double time shall be paid for all work performed during Sundays and Public Holidays as set out in Article 7 and Schedule 10 Overtime.

b) Porters, Mail Van Drivers and Janitorial Staff

- i) Porters, mail van drivers and janitorial staff will work a 5-day week, Monday to Friday. For hours of work see 1 above.
 - ii) Time and one half shall be paid for all work performed during any hours in excess of the normal working day. See Schedule 10 Overtime.
 - iii) Double time shall be paid for all work performed during Sundays and Public
Holidays as set out in Article 7 and Schedule 10 Overtime.
- c) Where mail is required to be handled after midnight, double time payment will be received for such work. See Schedule 10 Overtime.

8. Lefroy House

The normal hours of work shall be 35 hours per week with normal work shifts being:

- a) 7.00 am to 3.00 pm
- b) 10.00 am to 6.00 pm
- c) 8.00 am to 4.00 pm (Driver/Handyman)

d) 6:00am to 1:30pm (Chef)

Shifts shall not be varied without full consultation with the Union. Every effort shall be made to reach mutual agreement.

9. Custodians

a) The normal working day will normally consist of two shifts:

i) The first shift will start at 7:30am to 11:00am and afternoon 3:00pm to 7:00pm.

ii) The second shift will start at 10:30am-2:00 pm and 3:00 pm to 7:00 pm.

iii) The total hours worked will be seven and one half hours per day.

iv) No Custodian will be required to start work before 7:30am or to finish work after 7:00 pm as part of their normal day.

Shifts shall not be varied without full consultation with the Union. Every effort shall be made to reach mutual agreement.

b) During school vacation the normal working day will be from 7:30am to 4:00pm Monday to Friday with one hour for lunch.

SCHEDULE 10: Overtime

1. Single time shall be paid to drivers bringing Employees to and from work.

2. Time and one half shall be paid for work performed:

a) In excess of an Employee's normal working hours.

b) Over a rostered day within a twelve (12) hour spread in the Department of Public Transportation.

3. Double time shall be paid for work performed:
 - a) On Sundays, except in positions where there are regular duties on Sundays.
 - b) On both rest days in any one week
 - c) On emergency call out
 - d) In excess of an Employee's normal working hours from midnight to normal commencement time
 - e) Over the rostered day outside the twelve (12) hour spread in the Department of Public Transportation
 - f) On Public Holidays
4. Overtime will be calculated and paid on a daily basis.
5. The normal pay week shall be from midnight Sunday to midnight Sunday.
6.
 - a) Any Employee required to work on a regularly scheduled day off shall be guaranteed a minimum of four (4) hours pay at the prescribed rate.
 - b) An engineer of Marine & Ports required to work on a regularly scheduled day off shall be guaranteed a minimum of five (5) hours pay at the prevailing rate.
7. For any Employee required to work on a regularly scheduled rest day(s) which coincides with a Public Holiday, the following arrangements will apply:
 - a) Basic weekly wage, plus
 - b) Double time for the hours worked, plus
 - c) Single time for the Public Holiday element, plus
 - d) Single time for the rest day element.
8. **Call Out:** Any Employee called out to work after having completed the scheduled hours of work for the day will receive a minimum of four (4) hours pay at the prevailing rate.

9. Any Employee who is required to remain on standby shall be entitled to two (2) hours pay at the prevailing rate for each four (4) hour standby period.
10. Time off during school vacations will be given to Dame Marjorie Bean Hope Academy School Bus Drivers (who drive the oversized bus) in lieu of overtime worked during the school term.
11. **Marine & Ports:**
 - a) Any employee who is scheduled to work, and the job is cancelled within a four (4) hour period prior to starting time, shall be entitled to two (2) hours pay at double time.
 - b) All crew called out or required to stay on during sustained winds in excess of 47.5 knots (54 mph) shall receive four (4) hours pay at double time for initial call out, and double time for hours worked
12. Any employee covered by this Collective Agreement who is scheduled to work and the job is cancelled within a four (4) hour period prior to the starting time shall be entitled to two (2) hours pay at the prevailing rate.
13. Any employee covered by this Collective Agreement who is called out during an emergency measure operation shall receive a minimum of four (4) hours pay at double time.
14. **Storm Policy (applicable to DPT):** Any DPT Employees required to operate DPT vehicles and are either called out or required to stay on during sustained winds in excess of 48 knots (55 mph), shall receive four (4) hours pay at double time for the initial call out. Any time worked after the four (4) hours will be paid at double time for the additional hours worked.

SCHEDULE 11: Pick of Work – DPT

1. Bus Operators shall select rosters in order of their seniority.
2. Subject to consultation, there shall be a minimum of two (2) picks a year and a maximum of four (4) picks. There will be one (1) pick before the school summer holidays, and another at the end of the school summer holidays.
3. All picks shall be posted twenty-one (21) days before their effective date. Picking by Operators shall commence not later than seven (7) days after posting and be completed by the end of the fifteenth (15th) day after posting. Picks shall be made between the hours of 8.30 am and 5 pm daily.
4. Each Operator must pick at the designated time or leave a choice of three (3) rosters with the Management representative. If an Operator fails to pick or leave a choice of three (3) rosters, the Management representative will pick for the Operator. Up to 15 Operators shall pick each day. The Union shall pick for an Operator who fails to do so because of absence or illness. Operators absent because of illness or vacation shall be notified when a pick is to be held by Management or the Union, as mutually agreed.
5. Copies of the roster shall be given to all members of the Operator's Committee seven (7) days before posting, in order to give them the opportunity to check for errors and assist any operator unable to pick a roster because of his absence.

SCHEDULE 12: Employee Passes - D.P.T and Marine & Ports Services

All employed and retired Employees of the Department of Public Transportation and the Department of Marine & Ports Services shall be permitted to travel free on Department of Public Transportation buses and Marine & Ports ferries, on presentation of their pass.

SCHEDULE 13: Rescue, Towage and Salvage - Marine & Ports

1. An Employee who is required or volunteers to remain on board a vessel of the Department of Marine & Ports Services for rescue or towage, shall be paid at the basic rate for normal working hours and overtime at the agreed rate.
2. An Employee who is required or volunteers to remain on board a vessel of the Department of Marine & Ports Services for salvage, as per Lloyd's Salvage Agreement, shall be paid at the basic rate for normal working hours, overtime at the agreed rate, and will be eligible to share 15% of the net proceeds divided among the crew in proportion to rank and in accordance with International Salvage Law. Such awards shall be subject to the approval of the Attorney General.
3. An Employee who is required or volunteers to remain on board a vessel of the Department of Marine & Ports Services outside territorial waters for commercial towage, shall be paid at the basic rate for normal working hours, overtime at the agreed rate, and will be eligible to share 15% of the net proceeds divided among the crew.

SCHEDULE 14: Tradesman's Tools

Tradesmen will supply the tools normally associated with their trade. Any tool rendered unusable in the course of the Employee's duty will be replaced by the Employer on production of the damaged tool. The Employer agrees to make available special tools, and any tools made necessary by any change of methods or equipment, provided they would not normally be part of the Tradesman's tool kit referred to above.

An authorised inventory of the tool kit should be maintained by the Tradesman & verified by the immediate supervisor. The Tradesman will be responsible for ensuring that all reasonable precautions are taken to secure the tool kit when left at the workplace. Where it is determined (after investigation) that a tool(s) has been stolen

from the tool kit, at the workplace, the Employee will be entitled to compensation from the Employer.

SCHEDULE 15: Employee Assistance

1. **Driving Disqualification:** Where the loss of a driving licence prevents an Employee from driving a Government vehicle, causing the Employee to be unable to carry out the job functions and thus renders the Employee liable to dismissal, it is agreed that Departments should interpret this policy sensitively and with due regard to the circumstances of particular cases. Wherever possible and practical, every effort will be made to temporarily transfer Employees to other duties, or re-engage Employees after periods of disqualification. In this regard, Departments should consider each of the following:
 - a) the Employee's length of service
 - b) the Employee's capability
 - c) the length of disqualification
 - d) available vacancies within the Department

This policy does not preclude a Shop Steward or union representative from making representation to management on behalf of the Employee. This policy should be drawn to the attention of all supervisors and B.I.U. Shop Stewards.

2. **Legal Assistance:** A committee shall be appointed comprising representatives from Government and the Union, to assess applications for legal assistance arising out of incidents occurring while in the employment of Government, and to make recommendations to the appropriate authority.

SCHEDULE 16: Premiums, Allowances and Commissions

(All rates with effect from April 1, 2022, rates in the first brackets with effect from 1st April 2018, and rates in the second brackets with effect from 1st April 2023)

1. Premiums for Apprentices:

The Joint Apprenticeship Committee shall review both the academic (where applicable) and practical progress of each apprentice at least once a year. Provided that such progress is outstanding, the Committee shall recommend to Department Heads the award of a premium of \$0.854c per hour (\$0.835c) (\$0.8739c) at the end of the 1st and 2nd and 3rd years of the apprenticeship.

2. Transport Allowances:

Private cars - \$1.192c per mile (\$1.165c) (\$1.218c).

Cycles - \$0.393c per (\$0.384c) (\$0.402c).

3. Certificate Premiums:

Premiums for Employees who have been awarded certificates will be payable as follows:

- a) T.C.B. Mechanics Certificate or City & Guilds Craftsman Certificate or City & Guilds Marine Craft Fitting Certificate or A.C.E. - \$0.434c per hour (\$0.424c) (\$0.443c).
- b) City & Guilds Advanced Craft Certificate or Motor Technician's Certificate- \$0.501c per hour (\$0.490c) (\$0.513c).
- c) City & Guilds Full Technology Certificate or Associated Membership of the Institute of Motor Industry (AIMI), George Brown Certificate- \$0.622c per hour (\$0.609c) (\$0.636c).
- d) Coastal Navigation Certificate- \$0.434c per hour (\$0.424c) (\$0.443c).

- e) Celestial Navigation Certificate- \$0.501c per hour (\$0.490c) (\$0.513c).
- f) HNC Auto Engineering- \$1.586c per hour (\$1.551c) (\$1.621c).
- g) Florida Water Pollution Control Certification - \$0.619c per hour (\$0.605c) (\$0.633c).

These premiums shall be payable for any other approved equivalent certificates.

4. Charge Hand:

Charge hand rate is payable in the following circumstances:

- a) When an Employee is assigned to take charge of workers in a higher or the same category as himself- \$1.070c per hour (\$1.046c) (\$1.094c).
- b) When an Employee is in charge of Employees in a lower category and is assigned operational responsibilities additional to those normally expected from his category of employment- \$1.070c per hour (\$1.046c) (\$1.094c).
- c) All charge hands with 1 years' experience will receive the premium during vacations and sick leave.

5. Height Allowances:

- a) Working from cradles, ladders, platforms and pitched roofs over 12 ft. from ground level- \$3.673c per hour (\$3.592c) (\$3.755c).
- b) Working from ladders, scaffolding, tree hoists and in trees at over 10 ft. from ground level with power saws, kango hammers and welding equipment- \$3.673c per hour (\$3.592c) (\$3.755c).
- c) Working on top of lighthouse and roofs of towers at Government House and House of Assembly - \$6.857c per hour (\$6.707c) (\$7.012c).

6. Dirty Work Allowance:

- a) Working on the repair and maintenance of foul sewer drains - \$1.952c per hour (\$1.909c) (\$1.995c).
- b) Working in sewer manhole chamber over 6 working feet deep - \$2.101c per hour (\$2.054c) (\$2.148c).
- c) Working on asphalt pump or pug mill in asphalt plant house - \$0.949c per hour (\$0.928c) (\$0.970c).
- d) Working inside water tanks and confined spaces at Tynes Bay: - less than 6' 6" deep \$1.220c per hour (\$1.193c) (\$1.247c), over 6' 6" deep \$0.922c per hour (\$0.901c) (\$0.942c).
- e) Tynes Bay/Recycling Centre - Works & Engineering - An allowance of \$1.098c per hour (\$1.074c) (\$1.122c) will be paid to operators required to carry out cleaning to the Plant during major repair to the Plant, and also when repairing a crane grabber which is dirty.
- f) Sanitation Workers - Department of Parks, Works & Engineering - An allowance of \$1.627c per hour (\$1.592c) (\$1.664c) will be paid to sanitation workers whilst working on toilets and overflows and when sanitation labourers are sprayed by hazardous materials /substances in the course of their duties, which will subsequently require the employee to shower and change clothing a maximum premium of 4 hours will be paid.
- g) DPT General Helpers- An allowance of \$1.098c per hour (\$1.074c) (\$1.122c) will be paid to General Helpers when requested to clean drains.
- h) An allowance of \$1.098cperhour(\$1.074c)(\$1.122c)will be paid to Tradesmen when working on the trash compacting unit of refuse collection vehicles that are unclean.

- i) Oil Spill- Crew members who are called to a designated marine or pipe line oil spill and are required to wear protective clothing and participate directly in a clean-up receive \$1.952c per hour (\$1.909c) (\$1.995c). The necessary protective clothing and equipment will be provided as required.
- j) All Government Employees who sand blast using 150 PSI Compressor will receive 50% of his hourly rate (Gun Operator only)
- k) An allowance of \$1.572c per hour (\$1.537c) (\$1.607c) will be paid to operators required to carry out cleaning of the plant during major repairs to the plant and when recyclables are more than five (5) days old.
- l) Sanitation Workers- Department of Parks - An allowance of \$5.411 c per hour (\$5. 292c) (\$5.533c) will be paid to sanitation workers whilst working on the compost toilets and spreading around the compost material. This will be subject to the job being assigned four (4) times per year and a minimum payment of 4 hours will be paid for the work performed on all the toilets.

Marine & Ports:

- a) Cleaning fresh water tanks- 50% of the hourly rate.
- b) Cleaning bilges- 50% of the hourly rate.
- c) Cleaning ballast tanks - 50% of the hourly rate.
- d) Working inside fuel tanks - 75% of the hourly rate.
- e) Pilot Cutter crews who service submarines - 75% of the hourly rate.
- f) All Pilot Cutter Crew who do Medicos receive 75% of the hourly rate.

- g) An allowance of \$10.00c per week will be paid to all crew workers who collect fares as part of their duties. Crew workers that relieve on vessels and perform fare collection duties are eligible for this allowance for the duration of their relief period.

Agricultural Workers/Sanitation Labourers:

- a) \$0.610c per hour (\$0.596c) (\$0.6245c) will be paid to those Employees whose regular full time employment involves the collection of garbage containers and litter on the beaches, roadsides and public parks. This premium will be raised to \$0.643c per hour (\$0.629c) (\$0.657c) during the official camping season which is from 1st May to 30th September.
- b) \$0.949c per hour (\$0.928c) (\$0.970c) will be paid to the tractor driver and one helper when distributing fertilizer.
- c) **\$0.949c per hour (\$0.928c) (\$0.970c) will be paid to workers engaged in herbicide and pesticides.**
- d) \$0.324c per hour (\$0.317c) (\$0.331c) will be paid to Sanitation Labourers whose regular fulltime employment involves the collection of garbage.

7. Paving Breaker:

\$2.128c per hour (\$2.081c) (\$2.176c) will be paid for operating paving breakers.

8. 6-Ton Trucks:

\$0.542c per hour (\$0.530c) (\$0.554c) will be paid to drivers operating 6-ton trucks.

9. Cesspits:

A driver/operator in charge of cesspool cleaning and any Employee assigned to assist in this work shall each receive a commission of \$6.641c per load (\$6.495c) (\$6.790c).

10. Garbage Collection Routes:

The Sanitation Foreman will receive a commission of \$25.641c (\$25.077c) (\$26.218c) in addition to his basic rate of pay upon commencement and during re-mapping of the collection routes.

11. NN Allowance:

When engaged on the collection of refuse from domestic and trade premises, drivers shall be paid a premium of \$1.071c per hour (\$1.047c) (\$1.095c) when operating with a two man loading gang. Drivers and labourers shall each be paid a premium of \$1.450c per hour (\$1.418c) (\$1.483c) when operating with a one man loading gang.

12. Distillation and Pulverisation Plant Shift Premium:

4.00 pm to 12.00 midnight shift - 17%

12.00 midnight to 8.00 am shift - 22%

Standby Allowance - \$31.970c per night (\$31.266c) (\$32.689c).

An Employee on standby will be paid a minimum of one hour overtime for attending alarm calls between the hours of 11.00 pm and 7.00 am

13. Sightseeing Allowance – Department of Public Transportation:

Bus Operators carrying out sightseeing tours will receive \$15.585c per hour (\$15.242c) (15.936c).

14. Acting Allowance - Department of Public Transportation:

When the Depot Foreman acts as Maintenance Manager or Assistant Maintenance Manager or when a Senior Dispatcher/ Inspector acts as Assistant Traffic Supervisor or when a Bus Operator acts as the Senior Dispatcher/Inspector for not less than one working day, or 7 hours, the additional remuneration will be \$58.275c (\$56.993c) (\$59.586c) or the temporary assignment calculation in Article 15 whichever is greater.

15. Oversize Bus-Day Training Centre/Lefroy House:

If a driver of a standard bus is required to drive an oversize bus (a bus which may be fitted with 25 or more seats) that driver will be paid at the Driver - Oversize bus, hourly rate for each hour or part thereof.

16. Transportation Allowance- Post Office:

Vehicles over 50c.c - \$207.838c per month (\$203.265c) (\$212.515c).

17. Working Drivers – DENR and Parks Department:

Truck drivers who, apart from their regular responsibilities accept the additional responsibility of performing other duties shall be paid \$0.840c per hour (\$0. 822c) (\$0.859c).

18. Tar Truck Operator - Works & Engineering:

An Employee operating the Tar Truck will be paid a premium of \$0.962c per hour (\$0.941c) (\$0.984c).

19. Steel Fixing - Works & Engineering:

Employees who are employed on the fixing of steel will receive \$0.840c per hour (\$0.822c) (0.859c).

20. Explosives:

Employees who have the responsibility of handling explosives shall be paid a premium rate of \$6.058c per hour (\$5.925c) (\$6.194c).

21. Sanitation Employees:

\$17.523c per hour (\$17.138c) (\$17.917c) shall be paid to Employees who are required to pick up and dispose of dead animals.

22. Marine & Ports:

1. Sandblasting:

The sandblasting gun operator only, shall receive 50% of his basic hourly rate, whilst sandblasting.

2. High Pressure Power Washing:

- a) The high pressure power washing gun operator only, shall receive 50% of his basic hourly rate while power washing the bottom of boats using the high pressure power washer above 4,900psi.
- b) The high pressure power washing gun operator only shall receive 50% of his hourly rate while power washing at the RASC wharf.

3. Airless Power Spray Painting:

The airless power spray paint gun operator only, shall receive 50% of his basic hourly rate while using the power spray paint gun.

4. Scuba Diving:

- a) A certified diver required to dive will receive an additional four (4) hours pay at time and one half (1.5) of his basic hourly rate.
- b) In the event of a diver being required to dive in excess of four (4) hours in any one day an additional minimum payment of four (4) hours pay at time and one half (1.5) will be paid at his basic hourly rate.
- c) If a diver is required to dive after having completed his regular work day an additional payment of time and half (1.5) hours will be paid, per hour in addition to normal overtime pay. (Items a & b to supersede c).
- d) When a certified diver is required to dive at night the diver shall receive a minimum of 4 hours pay at double time in addition to overtime pay.

5. Navigational Aids:

Certified ten-ton fork lift drivers will be paid a premium of \$1.653c per hour (\$1.617c) (\$1.691c) when operating forklifts.

6. Special Allowance/Commercial Operations:

When Employees are required to work on the outer reef areas, on vessels sub- contracted in commercial operations, they shall receive an additional premium rate of 50% of the basic hourly rate.

23. Use of Tow Truck – DPT & Works & Engineering:

\$2.033c per hour (\$1.988c) (\$2.079c) will be paid to Mechanics when using the tow truck to tow vehicles in excess of 20 feet in length and/or 5 ton gross vehicle weight including Works & Engineering's 8 foot wide flatbed trailer.

24. Heavy Equipment Mechanic – Department of Parks and Works & Engineering:

Mechanics will be paid \$1.355c per hour (\$1.325c) (\$1.386c) when working on repairs on heavy equipment, for example, shovels, payloaders, barber greens excavators, etc.

25. Skip Loader:

Employees required to operate a skip loader shall be paid \$1.396c per hour (\$1.365c) (1.427c).

26. Driver (Education Stores):

When the driver assists in the assembling of furniture he shall be paid a premium of \$1.084c per hour (\$1.060c) (\$1.109c).

27. Asbestos:

Any Employee engaged in the handling, removal and/or disposal of asbestos or asbestos products shall receive a premium of \$5.326c per hour (\$5.209c). (\$5.446c).

28. Navigational Aids - Marine & Ports:

- a) When working on the following navigational aids: Chub Head, Eastern Blue Cut, Kitchen Shoal and North East Breaker, Employees will receive \$3.876c per hour (\$3.791c) (\$3.963c).

- b) Crew who go on North Rock and work will receive 4 hours pay at time and a half, in addition to their regular wage.

29. Corrosive Acid:

- a) When handling corrosive acid equivalent to sulphuric acid of a concentration greater than 15%, Employees will be paid \$5.651c per hour (\$5.527c) (\$5.778c).
- b) When using fork-lifts to move chemical totes of 250 gallons or greater capacity that contain corrosive acid equivalent to sulphuric acid of a concentration greater than 15%, Employees will be paid \$8.375c per hour (\$8.191c) (\$8.564c).

30. Road Marking Works & Engineering:

When applying thermoplastic materials, employees shall receive a premium of \$1.423c per hour (\$1.392c) (\$1.455c).

31. Vector Control:

When dealing with any Restricted Use Pesticide (RUP), employees shall receive a premium of \$0.922c per hour (\$0.901c) (\$0.942c).

32. Tynes Bay Waste Management Facility - Confined Space Working:

- a) Employees working under conditions requiring the issue of a Confined Space Permit will be entitled to a premium of \$0.854c per hour (\$0.835c) (\$0.873c) (Payment will be rounded to the nearest hour).
- b) If the conditions of (a) above apply and the employee is also required to wear protective breathing apparatus then the premium shall be \$1.830c per hour (\$1.789c) (\$1.871c).

- c) If the conditions of (a) & (b) above apply and the employee is also required to work in either, the electro-static precipitator, the boiler hopper, the drain pit, the flue gas exhaust system, or the quench tank the premium will be \$4.188c per hour (\$4.096c) (\$4.282c).

33. Stadium Attendant:

Youth & Sports - \$0.800c per hour (\$0.782c) (\$0.818c) will be paid to Stadium Attendants when loading and unloading barricades.

34. Campers, Baggage Handling:

A premium of \$0.813c per hour (\$0.795c) (\$0.831c) will be paid to Employees who are required to load and unload vessels for campers.

35. Towing Stage:

A premium of \$2.033c per hour (\$1.988c) (\$2.079c).

SCHEDULE 17: Wages and Rates of Pay

CATEGORY	12th Feb 2018		1st April 2022		1st April 2023	
	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate
WORKS & ENGINEERING						
Hazardous Waste Supervisor	1,456.74	38.847	1,489.51	39.721	1,523.03	40.615
Hazardous Waste Technician	1,388.28	37.021		37.854	1,451.46	38.706
Supervisory Depot Foreman	1,334.00	35.574	1,364.01	36.375	1,394.71	37.193
Hazardous Waste Assistant	1,310.54	34.947	1,340.02	35.733	1,370.17	36.537
Supervisory Craft/ Distillation Plant Foreman,	1,303.74	34.767	1,333.08	35.550	1,363.07	36.350
Working Craft Foreman	1,278.19	34.085	1,306.95	34.852	1,336.35	35.636
Supervisory Foreman	1,278.19	34.085	1,306.95	34.852	1,336.35	35.636
Senior or Head Storekeeper	1,278.19	34.085	1,306.95	34.852	1,336.35	35.636
Senior Clerks	1,278.19	34.085	1,306.95	34.852	1,336.35	35.636
Working Foreman i/c Class 1a and/or Class 1 Equip. Ops, Skilled & Unskilled Labour	1,248.68	33.298	1,276.78	34.047	1,305.50	34.813
Tradesman, Class 1A	1,218.53	32.494	1,245.94	33.225	1,273.98	33.973
Working Foreman i/c Class 2 Equipment Ops etc., Road cleaners & sweepers	1,214.01	32.374	1,241.32	33.102	1,269.25	33.847
Material Handler	1,202.77	32.074	1,229.83	32.796	1,257.51	33.534
Tradesman, Class 1	1,190.43	31.744	1,217.22	32.458	1,244.61	33.189
Equipment Operators Class 1A, Licensed & highly skilled operators of self-propelled heavy equipment engaged on road construction	1,169.70	31.192	1,196.02	31.894	1,222.93	32.612
Painter & Decorator Class 1	1,165.56	31.081	1,191.78	31.780	1,218.60	32.495

CATEGORY	12th Feb 2018		1st April 2022		1st April 2023	
	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate
Tradesman, Class 2	1,150.35	30.678	1,176.23	31.368	1,202.70	32.074
Equipment Ops class 1A/ Driver	1,148.47	30.626	1,174.31	31.315	1,200.73	32.019
Equipment Ops class 1. Licensed and skilled operators of all self-propelled heavy equipment engaged on road construction, quarry operations, road cleaning & of the low loader, including the loading and unloading of self-propelled construction machinery. Skilled operators carrying out operating duties and all maintenance & repairs at the distillation plant	1,144.81	30.529	1,170.57	31.216	1,196.91	31.919
Equipment Ops class 2	1,142.22	30.459	1,167.92	31.144	1,194.19	31.845
Storekeepers	1,139.45	30.386	1,165.09	31.070	1,191.30	31.769
Clerks	1,124.54	29.988	1,149.84	30.663	1,175.72	31.352
Equipment Operators Class 2, Licensed & skilled operators of pay-loaders & able to carry out limited operations with Class 1 construction equipment Operators of crushing and asphalt manufacturing equipment or Road Signs & Marking equipment	1,116.44	29.772	1,141.56	30.441	1,167.24	31.126
Tyre Repairman/ Handyman	1,101.48	29.373	1,126.26	30.034	1,151.60	30.709

CATEGORY	12th Feb 2018		1st April 2022		1st April 2023	
	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate
Drivers, licensed & qualified to be assigned to the duties of water trucks, asphalt trucks, heavy trucks, tipper trucks, light trucks, vans & cars & refuse collection vehicles, including servicing roads, masonry section, building maintenance section, stores section & supervising assistants to carry out road patching & road drainage maintenance; cooperating by assisting with the loading & unloading of vehicles as necessary & carrying out driver maintenance tasks	1,101.48	29.373	1,126.26	30.034	1,151.60	30.709
Junior Mechanic	1,097.73	29.273	1,122.43	29.931	1,147.68	30.605
Preparation & painting of the bridge	1,097.63	29.270	1,122.33	29.929	1,147.58	30.602
Painter & Decorator Class 2	1,097.63	29.270	1,122.33	29.929	1,147.58	30.602
Storeman	1,094.94	29.199	1,119.57	29.856	1,144.76	30.528
Tyreman/Repairman Assistant	1,084.25	28.913	1,108.64	29.564	1,133.59	30.229
Skilled Labourers, includes drillers, blasters, operators of road rollers, unlicensed truck & dump drivers, tyre repairman, greaser.	1,084.25	28.913	1,108.64	29.564	1,133.59	30.229
Sanitation Labourers	1,084.25	28.913	1,108.64	29.564	1,133.59	30.229
Maintenance/ Handyman/Caretaker	1,084.25	28.913	1,108.64	29.564	1,133.59	30.229
Recycling Sorter	1,084.21	28.913	1,108.60	29.563	1,133.54	30.228
Heavy Labourers	1,068.63	28.497	1,092.68	29.138	1,117.26	29.794
Watchman & Security	1,055.96	28.159	1,079.72	28.792	1,104.01	29.440
Light Labourers Road Sweepers	1,038.78	27.701	1,062.15	28.324	1,086.05	28.961
Office Cleaners & Canteen Helpers	1,030.57	27.482	1,053.76	28.100	1,077.47	28.732

CATEGORY	12th Feb 2018		1st April 2022		1st April 2023	
	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate
OCEAN VIEW & PORT ROYAL GOLF COURSES						
Golf Course Mechanic/ Craft Foreman	1,303.73	34.766	1,333.07	35.549	1,363.06	36.348
Supervisor/Cashier- Receptionist (35 hours)	1,219.40	34.840	1,246.84	35.624	1,274.89	36.426
Maintenance Foreman	1,278.19	34.085	1,306.95	34.852	1,336.35	35.636
Maintenance Class 1A	1,218.53	32.494	1,245.94	33.225	1,273.98	33.973
Irrigation Technician	1,190.43	31.745	1,217.22	32.459	1,244.61	33.190
Maintenance Class 1	1,190.43	31.745	1,217.22	32.459	1,244.61	33.190
Maintenance Class 2	1,150.40	30.677	1,176.28	31.368	1,202.75	32.073
Spray Technician	1,150.40	30.677	1,176.28	31.368	1,202.75	32.073
Cashier/Bookkeeper (35 hours)	1,070.72	30.592	1,094.82	31.280	1,119.45	31.984
Secretary/Typist (35 hours)	1,051.26	30.036	1,074.91	30.712	1,099.10	31.403
Tractor Driver	1,111.11	29.630	1,136.11	30.296	1,161.67	30.978
Cashier/Receptionist (35 hours)	1,038.23	29.664	1,061.59	30.331	1,085.47	31.013
Specialist Groundsman	1,097.73	29.273	1,122.43	29.931	1,147.68	30.605
Pro-Shop Attendant	1,096.00	29.227	1,120.66	29.884	1,145.88	30.557
Skilled Groundsman	1,084.40	28.917	1,108.80	29.568	1,133.74	30.233
Handyman/Truck Driver/ Houseman (HWH)	1,079.33	28.782	1,103.62	29.430	1,128.45	30.092
Groundsman	1,077.00	28.720	1,101.23	29.366	1,126.01	30.027
Club Attendant	1,038.78	27.701	1,062.15	28.324	1,086.05	28.961
Ranger/Relief Houseman (HWH)	1,032.28	27.528	1,055.51	28.147	1,079.26	28.780

CATEGORY	12th Feb 2018		1st April 2022		1st April 2023	
		Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate
Starter/Relief Counter Person (HWH)	1,012.01	26.987	1,034.78	27.594	1,058.06	28.215
Relief Ranger/Starter (HWH)	998.99	26.640	1,021.47	27.239	1,044.45	27.852
WEST END DEVELOPMENT CO.						
West End Development Corporation workers covered under dedicated CBA.						
POST OFFICE						
Delivery Chief Area Postperson	1,243.16	33.151	1,271.13	33.897	1,299.73	34.659
Inside Chief Area Postperson	1,243.16	33.151	1,271.13	33.897	1,299.73	34.659
Inside Postperson	1,105.74	29.486	1,130.61	30.150	1,156.05	30.828
Custodian	1,060.82	28.289	1,084.69	28.925	1,109.10	29.576
Handyman/Locksmith	1,143.96	30.505	1,169.70	31.191	1,196.01	31.894
Van Driver	1,143.96	30.505	1,169.70	31.191	1,196.01	31.894
Delivery Postperson	1,143.96	30.505	1,169.70	31.191	1,196.01	31.894
Relief Delivery Postperson	1,143.96	30.505	1,169.70	31.191	1,196.01	31.894
MARINE & PORTS						
Supervisory Foreman/Pilot	1,407.14	37.524	1,438.80	38.368	1,471.18	39.231
Supervisory Foreman/Engineer	1,407.14	37.524	1,438.80	38.368	1,471.18	39.231
Tug Master	1,377.99	36.747	1,409.00	37.573	1,440.70	38.419
Tug Pilot - Foreman	1,340.02	35.734	1,370.17	36.538	1,401.00	37.360
Senior Tug Engineer	1,322.79	35.275	1,352.55	36.069	1,382.99	36.880

CATEGORY	12th Feb 2018		1st April 2022		1st April 2023	
	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate
Chief Mechanic (Electrician)	1,322.79	35.275	1,352.55	36.069	1,382.99	36.880
Ferry Pilot/Foreman	1,377.99	36.747	1,409.00	37.573	1,440.70	38.419
Tug Engineer	1,275.66	34.017	1,304.36	34.783	1,333.71	35.565
Chief Mechanic	1,261.06	33.628	1,289.43	34.385	1,318.44	35.158
Ferry Supervisor	1,340.01	35.734	1,370.16	36.538	1,400.99	37.360
Senior Ferry Master	1,327.89	35.410	1,357.76	36.207	1,388.31	37.022
Tradesman Class 1A	1,218.53	32.494	1,245.94	33.225	1,273.98	33.973
Senior Coxswain	1,204.64	32.124	1,231.74	32.846	1,259.45	33.585
Bosun/Pilot (Nav. Aid)	1,201.23	32.033	1,228.26	32.754	1,255.90	33.491
Bosun/Mate	1,194.95	31.866	1,221.84	32.583	1,249.33	33.316
Tradesman Class 1 (Mechanic, Fitter, Welder, Shipwright, Electrician)	1,190.43	31.744	1,217.22	32.458	1,244.61	33.189
Coxswain 3+ years	1,180.35	31.476	1,206.91	32.184	1,234.07	32.908
Senior Operator	1,177.00	31.386	1,203.49	32.092	1,230.56	32.814
Ferry Master	1,177.00	31.386	1,203.49	32.092	1,230.56	32.814
Coxswain 0 - 3 years	1,160.58	30.949	1,186.69	31.645	1,213.39	32.357
Pilot (Nav. Aids)	1,157.34	30.862	1,183.38	31.557	1,210.01	32.267
Operator	1,157.34	30.862	1,183.38	31.557	1,210.01	32.267
Bosun (Licensed)	1,157.34	30.862	1,183.38	31.557	1,210.01	32.267
Tradesman Class 2 (Jnr Mechanic, Jnr. Welder)	1,150.40	30.678	1,176.28	31.369	1,202.75	32.074
Labour Foreman	1,150.40	30.678	1,176.28	31.369	1,202.75	32.074
Storekeeper	1,139.45	30.385	1,165.09	31.069	1,191.30	31.768

CATEGORY	12th Feb 2018		1st April 2022		1st April 2023	
	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate
Engine Driver-Senior	1,135.37	30.277	1,160.91	30.959	1,187.03	31.655
Engine Driver (PSTAT)	1,119.43	29.851	1,144.62	30.523	1,170.37	31.210
Maintenance Worker	1,116.44	29.772	1,141.56	30.441	1,167.24	31.126
Engine Driver	1,116.42	29.772	1,141.54	30.442	1,167.23	31.127
Bosun (Unlicensed)	1,107.05	29.521	1,131.96	30.186	1,157.43	30.865
Leading Seaman (PSTAT)	1,087.29	28.995	1,111.75	29.648	1,136.77	30.315
Lighthouse Senior Keeper	1,084.25	28.913	1,108.64	29.564	1,133.59	30.229
Leading Seaman, Skilled Labourer	1,084.25	28.913	1,108.64	29.564	1,133.59	30.229
Leading Seaman	1,084.25	28.913	1,108.64	29.564	1,133.59	30.229
Fireman/Oiler	1,084.25	28.913	1,108.64	29.564	1,133.59	30.229
Seaman	1,067.87	28.477	1,091.90	29.117	1,116.47	29.772
Lighthouse Keeper	1,067.87	28.477	1,091.90	29.117	1,116.47	29.772
Labourer/Seaman	1,067.87	28.477	1,091.90	29.117	1,116.47	29.772
PUBLIC TRANSPORTATION						
Depot Foreman	1,333.99	35.573	1,364.00	36.373	1,394.69	37.192
Supervisory Craft Foreman	1,303.73	34.767	1,333.07	35.550	1,363.06	36.349
Technician	1,275.75	34.020	1,304.46	34.786	1,333.81	35.568
Driver Trainer	1,242.30	33.128	1,270.25	33.873	1,298.83	34.636
Dispatcher/Inspector	1,235.24	32.940	1,263.03	33.681	1,291.45	34.439
Sightseeing Coordinator	1,235.24	32.940	1,263.03	33.681	1,291.45	34.439
Tradesman Class 1A	1,218.53	32.494	1,245.94	33.225	1,273.98	33.973

CATEGORY	12th Feb 2018		1st April 2022		1st April 2023	
	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate
Tradesman Class 1	1,190.43	31.744	1,217.22	32.458	1,244.61	33.189
Bus Operator over 12 months	1,166.10	31.096	1,192.34	31.796	1,219.17	32.511
Tradesman Class 2	1,150.40	30.678	1,176.28	31.369	1,202.75	32.074
Batteryman/Electrician	1,150.40	30.678	1,176.28	31.369	1,202.75	32.074
Bus Operator 0 - 12 months	1,141.23	30.433	1,166.90	31.117	1,193.16	31.818
Painter Class 2	1,097.63	29.270	1,122.33	29.929	1,147.58	30.602
Storeman	1,094.94	29.198	1,119.57	29.855	1,144.76	30.527
Semi-Skilled Tradesman	1,084.25	28.913	1,108.64	29.564	1,133.59	30.229
Tyreman	1,084.25	28.913	1,108.64	29.564	1,133.59	30.229
General Helper	1,067.87	28.476	1,091.90	29.116	1,116.47	29.771
Messenger/Janitor/ General Helper	1,067.87	28.476	1,091.90	29.116	1,116.47	29.771
Messenger	1,067.47	28.466	1,091.49	29.106	1,116.05	29.761
Cashier	1,066.25	28.434	1,090.24	29.074	1,114.77	29.728
Janitor	1,060.48	28.279	1,084.34	28.916	1,108.73	29.566
Night Watchman	1,055.61	28.150	1,079.36	28.783	1,103.65	29.431
Day/Night Cleaner	1,037.10	27.656	1,060.43	28.278	1,084.29	28.915
HEALTH						
Vector Control						
Supervisory General Foreman	1,407.12	37.523	1,438.78	38.368	1,471.16	39.231
General Foreman	1,317.99	35.146	1,347.64	35.937	1,377.96	36.746
Foreman	1,228.56	32.762	1,256.20	33.499	1,284.46	34.252

CATEGORY	12th Feb 2018		1st April 2022		1st April 2023	
	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate
Vector Inspector I	1,143.95	30.505	1,169.68	31.192	1,196.00	31.893
Stores Clerk	1,139.44	30.385	1,165.08	31.069	1,191.29	31.768
Vector Inspector II	1,119.40	29.850	1,144.59	30.521	1,170.34	31.208
Vector Inspector III	1,084.40	28.917	1,108.80	29.568	1,133.74	30.233
Labourer (Canal)	1,084.40	28.917	1,108.80	29.568	1,133.74	30.233
Sylvia Richardson/Lefroy House (35 hours)						
Cook (35 hrs)	1,086.96	31.056	1,111.42	31.755	1,136.42	32.469
Driver/Handyman (35 hrs)	1,084.26	30.978	1,108.65	31.675	1,133.60	32.387
Assistant Cook (35 hrs)	1,064.94	30.427	1,088.90	31.111	1,113.40	31.812
Relief Cook (35 hrs)	1,044.90	29.854	1,068.41	30.526	1,092.45	31.213
Domestic Workers (35)	1,018.21	29.091	1,041.12	29.745	1,064.54	30.414
Maid/Kitchen Help/ Laundry (35 hrs)	1,017.97	29.085	1,040.88	29.739	1,064.30	30.408
Night Cleaner (35 hrs)	825.15	23.576	843.72	24.106	862.70	24.649
DAME MARJORIE BEAN HOPE ACADEMY						
Head Bus Driver	1,225.06	32.668	1,252.62	33.403	1,280.80	34.155
Driver Oversize bus	1,188.56	31.694	1,215.30	32.407	1,242.65	33.136
Bus Driver (1 year+)	1,115.52	29.747	1,140.62	30.416	1,166.28	31.101
Bus Driver (<1 year)	1,089.16	29.044	1,113.67	29.698	1,138.73	30.366
Cook	1,086.93	28.985	1,111.38	29.637	1,136.39	30.304
General Attendant	1,026.05	27.361	1,049.14	27.977	1,072.74	28.606

CATEGORY	12th Feb 2018		1st April 2022		1st April 2023	
	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate
Bus Attendant	921.79	24.581	942.53	25.134	963.74	25.700
EDUCATION						
Bus Operator	1,188.57	31.695	1,215.31	32.408	1,242.66	33.138
Groundsman	1,150.41	30.678	1,176.29	31.368	1,202.76	32.074
Stores Clerk (Stock Control)	1,146.70	30.579	1,172.50	31.267	1,198.88	31.970
Storekeeper	1,139.45	30.386	1,165.09	31.070	1,191.30	31.769
Bus Driver (1 year+)	1,115.52	29.747	1,140.62	30.416	1,166.28	31.101
Custodian/Handyman (Clearwater)*	1,107.76	29.540	1,132.68	30.205	1,158.17	30.885
Trucker/Driver	1,101.48	29.373	1,126.26	30.034	1,151.60	30.709
Storeman	1,094.94	29.198	1,119.57	29.855	1,144.76	30.527
Custodian (more than 3 months)*	1,083.97	28.906	1,108.36	29.556	1,133.30	30.221
Labourer/Helper	1,077.00	28.720	1,101.23	29.366	1,126.01	30.027
Traffic Wardens/Crossings	1,077.00	28.720	1,101.23	29.366	1,126.01	30.027
Custodian (less than 3 months)*	1,053.57	28.095	1,077.28	28.727	1,101.52	29.374
Bus Attendant	921.79	24.581	942.53	25.134	963.74	25.700
Janitors/Cleaners	879.31	23.448	899.09	23.976	919.32	24.515
YOUTH, SPORT & RECREATION						
Foreman I	1,248.76	33.300	1,276.85	34.049	1,305.58	34.816
Caretaker/Sr. Pilot - Reverse Osmosis	1,225.58	32.682	1,253.15	33.417	1,281.35	34.169
Caretaker/Pilot - Reverse Osmosis	1,206.24	32.167	1,233.38	32.891	1,261.13	33.631

CATEGORY	12th Feb 2018		1st April 2022		1st April 2023	
	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate
Caretaker/Senior Pilot	1,206.24	32.167	1,233.38	32.891	1,261.13	33.631
Pilot	1,157.34	30.862	1,183.38	31.557	1,210.01	32.267
Relief Pilot	1,157.34	30.862	1,183.38	31.557	1,210.01	32.267
Caretaker/Pilot	1,157.34	30.862	1,183.38	31.557	1,210.01	32.267
Groundsman/Truck Driver-	1,101.48	29.373	1,126.26	30.034	1,151.60	30.709
Senior Stadium Attendant-Tennis Stadium	1,096.05	29.228	1,120.71	29.886	1,145.93	30.558
Stadium Attendant -Bernard	1,096.05	29.228	1,120.71	29.886	1,145.93	30.558
Caretaker/Groundsman	1,084.40	28.917	1,108.80	29.568	1,133.74	30.233
Groundsman-National Stadium	1,077.00	28.720	1,101.23	29.366	1,126.01	30.027
Stadium Attendant-Tennis Stadium	1,075.07	28.669	1,099.26	29.314	1,124.00	29.973
Deckhand	1,067.87	28.477	1,091.90	29.117	1,116.47	29.772
Night cleaner-St Georges (24 hours)	878.65	23.430	898.42	23.957	918.64	24.496
Night cleaner-Hamilton (18 hours)	878.65	23.430	898.42	23.957	918.64	24.496
Assistant Caretaker	865.42	23.078	884.89	23.597	904.80	24.128
DEPARTMENT OF PARKS						
Supervisory Foreman, Botanical Gardens						
Supervisory/Working Craft Foreman	1,278.19	34.085	1,306.95	34.852	1,336.35	35.636
Tree Unit Supervisor	1,278.19	34.085	1,306.95	34.852	1,336.35	35.636
Foreman Grade I	1,248.78	33.301	1,276.88	34.050	1,305.61	34.816
Tradesman Class 1A	1,218.53	32.494	1,245.94	33.225	1,273.98	33.973
Foreman Grade II-	1,214.16	32.378	1,241.48	33.106	1,269.41	33.851



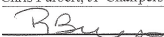
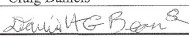
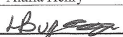
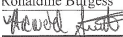
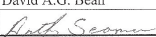
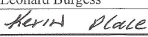

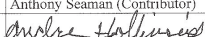

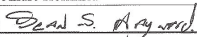
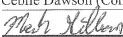


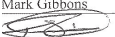
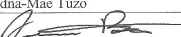




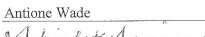


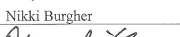
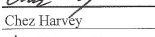
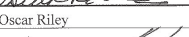
CATEGORY	12th Feb 2018		1st April 2022		1st April 2023	
	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate
Foreman Grade III	1,198.65	31.964	1,225.62	32.683	1,253.20	33.419
Tradesman/Propagator	1,190.42	31.744	1,217.21	32.458	1,244.59	33.188
Tradesman/Propagator Class 2, Sanitation Driver	1,150.40	30.678	1,176.28	31.369	1,202.75	32.074
Tree Surgeon 1	1,150.40	30.678	1,176.28	31.369	1,202.75	32.074
Storekeeper	1,139.45	30.385	1,165.09	31.069	1,191.30	31.768
Tree Surgeon 2	1,116.78	29.781	1,141.91	30.451	1,167.60	31.136
Skilled Gardener 1	1,116.78	29.781	1,141.91	30.451	1,167.60	31.136
Tractor Driver	1,111.11	29.630	1,136.11	30.296	1,161.67	30.978
Park Ranger	1,110.85	29.623	1,135.84	30.289	1,161.40	30.971
Driver, Sanitation Assistant	1,101.48	29.373	1,126.26	30.034	1,151.60	30.709
Working Truck Driver	1,101.48	29.373	1,126.26	30.034	1,151.60	30.709
Trainee Tree Surgeon	1,095.15	29.204	1,119.79	29.861	1,144.98	30.533
Skilled Gardener 2, Spray Boom Operator, & Light motor mower 1	1,084.40	28.917	1,108.80	29.568	1,133.74	30.233
Gardener & Spray Operator	1,077.00	28.720	1,101.23	29.366	1,126.01	30.027
Heavy Labourer, Trash Truck Assistant	1,068.63	28.497	1,092.68	29.138	1,117.26	29.794
DEPARTMENT ENVIRONMENTAL & NATURAL RESOURCES						
Conservation Unit Sup Foreman	1,333.99	35.573	1,364.00	36.373	1,394.69	37.192
Manager - Marketing Centre	1,221.82	32.582	1,249.31	33.315	1,277.42	34.064
Conservation Unit Worker 1 Terrestrial Conservation Unit	1,218.53	32.494	1,245.94	33.225	1,273.98	33.973
Assistant Animal Warden	1,218.53	32.494	1,245.94	33.225	1,273.98	33.973

CATEGORY	12th Feb 2018		1st April 2022		1st April 2023	
	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate
Technical Support Officer	1,218.53	32.494	1,245.94	33.225	1,273.98	33.973
Marine Technician Assistant	1,218.53	32.494	1,245.94	33.225	1,273.98	33.973
Maintenance Mechanic	1,218.53	32.494	1,245.94	33.225	1,273.98	33.973
Animal Husbandry Clerk	1,096.07	29.228	1,120.73	29.885	1,145.95	30.558
Porter - Marketing Centre	1,068.63	28.497	1,092.68	29.138	1,117.26	29.794
CUSTOMS						
Driver/Handyman	1,101.48	29.373	1,126.26	30.034	1,151.60	30.709
CABINET						
Housekeeper	1,153.54	30.761	1,179.49	31.453	1,206.03	32.161
Court Services						
Custodian	1,085.65	28.951	1,110.08	29.602	1,135.06	30.268
DEFENCE						
Cleaner	1,030.57	27.482	1,053.76	28.100	1,077.47	28.732
Skilled Gardener 1	1,153.54	30.761	1,179.49	31.453	1,206.03	32.161

CATEGORY	12th Feb 2018		1st April 2022		1st April 2023	
	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate
National Drug Control						
Housekeeper	1,159.59	30.922	1,185.68	31.618	1,212.36	32.330
Cook (35 hrs.)	1,086.96	31.056	1,111.42	31.755	1,136.43	32.469
Driver/Handyman (35 hrs.)	1,084.26	30.978	1,108.65	31.675	1,133.60	32.387
Addiction Counselor Technician 1st yr.	1,070.82	30.595	1,094.92	31.283	1,119.55	31.987
Addiction Counselor Technician 2nd yr.	1,074.44	30.698	1,098.61	31.389	1,123.33	32.095
Addiction Counselor Technician 3rd yr.	1,084.13	30.975	1,108.52	31.672	1,133.47	32.385
Addiction Counselor Technician 4th yr.	1,088.17	31.090	1,112.65	31.790	1,137.69	32.505
Addiction Counselor Technician 5th yr.	1,093.17	31.233	1,117.77	31.935	1,142.92	32.654
POLICE						
Foreman Technician	1,525.82	40.689	1,560.15	41.605	1,595.25	42.541
Mechanic/Foreman	1,285.39	34.277	1,314.31	35.048	1,343.88	35.837
Tradesman Class 1A	1,218.53	32.494	1,245.94	33.225	1,273.98	33.973
Tradesman Class 2	1,150.41	30.678	1,176.29	31.368	1,202.76	32.074
Driver	1,101.48	29.373	1,126.26	30.034	1,151.60	30.709
Groundsman	1,084.40	28.917	1,108.80	29.568	1,133.74	30.233
Cleaner	1,030.57	27.482	1,053.76	28.100	1,077.47	28.732
Apprentice Mechanic	1,022.46	27.266	1,045.47	27.879	1,068.99	28.506

CATEGORY	12th Feb 2018		1st April 2022		1st April 2023	
	Weekly rate	Hourly rate	Weekly rate	Hourly rate	Weekly rate	Hourly rate
CORRECTIONS						
Laundry Supervisor	1,018.22	27.153	1,041.13	27.764	1,064.56	28.388
Driver/Spray Operator	1,101.48	29.373	1,126.26	30.034	1,151.60	30.709
CRAFT APPRENTICES						
1st year Apprentice (months 0-3)	595.22	15.872	608.61	16.230	622.30	16.595
1st year Apprentice (months 4-12)	654.74	17.460	669.47	17.853	684.53	18.254
2nd year Apprentice	773.78	20.634	791.19	21.098	808.99	21.573
3rd year Apprentice	892.83	23.808	912.91	24.343	933.46	24.891
4th year Apprentice	1,011.87	26.983	1,034.64	27.590	1,057.92	28.211

**For and on behalf of the
Bermuda Industrial Union**

		
Chris Furbert, JP Chairperson	Craig Daniels	Alafia Henry
		
Ronaldine Burgess	David A.G. Bean	Leonard Burgess
		
Arnold Smith	Anthony Seaman (Contributor)	Kevin Place
		
Eugene Ball	Andre Hollinsid	Gregory Ashby
		
	Dean Hayward	Allanae Dowling
		
Mark Gibbons	Edna-Mae Tuzo	Darick DeSilva
		
Tami Ray	Jerome Bean	Rhondel Pitcher
		
Antione Wade	Scott DeGraff	Myron Wolffe
		
Shirlet Simons	Nikki Burgher	Rupert Knight (Contributor)
		
Chez Harvey	Oscar Riley	
		
Keith Bean (Contributor)	Kameron Fox	

NOTE: Persons listed as 'Contributor' participated in the negotiations process but were unavailable to sign the final Agreement.

Date: 07 December 2023

For and on behalf of the
Government of Bermuda



Cherie-lynn Whitter- Head of Public Service

Cheryl Lister, Acting Financial Secretary

NOTE: Persons listed as 'Contributor' participated in the negotiations process but were unavailable to sign the final Agreement.

Date: 07 December 2023

SUPPLEMENTARY MEMORANDUM No. 1

The main features of the Public Service Superannuation Act, 1981, are detailed below:

1. Pensions Scheme is contributory
2. The minimum age for voluntary retirement is 60 years.
3. An Employee may retire before 60 years of age on medical grounds subject to the findings of a Medical Board.
4. The mandatory age for retirement of Employees is 68 years.
5. An Employee shall serve not less than 8 continuous years with the Government of Bermuda to qualify for the payment of a pension.
6. The maximum service to be allowed to count for the purpose of pension computation shall be 40 years.
7. Pensions shall be computed as follows: (expressed as a percentage of annual wage payable as pension):
 - a) per year of service 1.5%
 - b) at minimum qualifying period (8 years) 12%,
 - c) at maximum qualifying period (40 years) 60%
8. For the purposes of computation the average basic salary or wage on date of retirement shall be the basis for calculation.
9. Pensions will be reviewed at regular intervals of 2 years in accordance with The Pensions (Increase) Act, 1972.

Note: The provisions of the scheme are contained in an Act of Parliament and reference should be made to the Act itself if and when a problem arises.

SUPPLEMENTARY MEMORANDUM No. 2

HEALTH INSURANCE SCHEME

A brief explanation of the Government Employees Health Insurance Scheme:

Who may join the Government Employees Health Insurance Scheme?

With few exceptions, all Government employees and their non-employed spouses must be enrolled in the Scheme. This is compulsory under the provisions of the Government Employees (Health Insurance) Act 1986, as amended.

Children, as defined in Section 1, are eligible for enrolment in the Scheme. To provide full medical coverage for an infant, it must be enrolled in the Scheme within three months of its date of birth. After that time there is a six month waiting period for enrolment.

Retired Government employees and their dependents may be eligible to continue enrolment on an optional basis. There may be a six-month waiting period for enrolment.

Employed spouses may be insured for fringe benefits only. The Scheme offers a wide range of benefits including:

1. Hospital In-Patient Services

Accommodation and meals at the standard of public ward rate
Full nursing services
Laboratory, radiological and diagnostic procedures
Drugs, biological and related preparations
Use of operating room and anaesthetic facilities
Standard surgical supplies
Use of radiotherapy and physiotherapy facilities
Use of orthopaedic braces and artificial appliances
Diabetic education and counselling limited to one programme
Treatment for alcoholism (other than alcoholism causing acute mental illness) Hospice care in an establishment approved by the Committee.

There is no limit to the duration of the period of confinement in the hospital.

2. Hospital Out-Patient Services

Pathological studies, X-ray and other diagnostic procedures if prescribed by a physician.

The use of radiotherapy, occupational therapy and physiotherapy facilities when prescribed by a physician.

Local ambulance services in essential cases.

For treatment in the emergency ward as an out-patient which would normally be provided in a doctor's office, if it can be shown that the insured person's doctor was not available or the condition which is considered to be an emergency arose at a time when the doctor's office is normally closed: expenses which the Committee shall approve as being reasonable and customary.

3. Maternity Benefit

The full cost of accommodation in the local hospital at public ward rates including meals, and treatment during confinement as a result of childbirth, pregnancy or miscarriage provided that the mother enrolled in the Scheme at least ten months before the confinement. In respect of the cost of attendance by a medical practitioner for any one pregnancy in accordance with the scale of fees and Bermuda Hospitals Board (Medical and Dental Charges) Order.

4. Surgical Expenses

For surgical operations in the hospital or in a doctor's clinic: in accordance with the scale of fees and Bermuda Hospitals Board (Medical and Dental Charges) Order.

5. Anaesthetist's Expenses

For anaesthetist's fees: in accordance with the scale of fees and Bermuda Hospitals Board (Medical and Dental Charges) Order. Fees over and above those in the scale of fees shall be the responsibility of the insured person.

6. Medical Attendance

For attendance by a doctor in a doctor's clinic in respect of emergency treatment immediately after an accident: expenses incurred which the Committee shall approve as being reasonable and customary.

For attendance by a doctor while confined in hospital: in accordance with the scale of fees and Bermuda Hospitals Board (Medical and Dental Charges) Order.

For attendance by a doctor otherwise than as described above, the scale of fees will be used as follows:

- a) while at home: to a maximum of 4 units per visit
- b) in a doctor's clinic: to a maximum of 1.6 units per visit
- c) in a doctor's clinic: to a maximum of 4 units in respect of a first visit to a consultant if the insured person has been referred to the consultant by a doctor
- d) for psychiatric treatment: to a maximum of 3 units for a half-hour and a maximum number of 25 visits per calendar year, provided that the insured person shall be responsible for 20% of the charges incurred

Fees over and above those approved by the Committee or in the scale of fees shall be the responsibility of the insured person.

7. Diagnostic Procedures:

For pathological studies, X-rays and other diagnostic procedures which are obtainable in a doctor's clinic or in a private laboratory for the purpose of assisting in diagnosis and treatment: expenses incurred which the Committee shall approve as being reasonable and customary.

8. Dental Treatment:

In case of injury to a sound natural tooth: expenses incurred for immediate treatment in the dentist's clinic which the Committee shall approve as being reasonable and customary.

In case of further treatment prescribed by a dentist, including the provision of dentures:

expenses incurred to a maximum determined by the Committee.

In case of the excision of impacted teeth, a tumour or a cyst: expenses incurred which the Committee shall approve in advance as being reasonable and customary.

9. Overseas Treatment benefit:

The Committee may approve institutions for the purposes of overseas medical treatment, consultation or technical investigation and may adjust the admissible benefit payable under this paragraph where such treatment, consultation or investigation is obtained at an institution which it has not approved for such purposes.

There are three categories of benefit payable for treatment, consultation or technical investigation overseas, namely:

- a) **Essential-Treatment**, consultation or technical investigation for which there is no alternative in Bermuda, which a medical or surgical specialist practising in Bermuda has certified as essential and urgent and immediately necessary for the health or survival of the insured person or essential in the long-term.

- i) The admissible benefits payable for this category are as follows: medical, surgical and hospital expenses incurred which the Committee has approved in advance as being reasonable and customary.
 - ii) Travel expenses limited to a maximum determined by the Committee.
 - iii) Expenses for essential ambulance plane services limited to 80% of the cost thereof.
- b) **Optional-Treatment**, consultation or technical investigation which is not immediately necessary for the condition of the insured person for which alternative treatment may or may not be available in Bermuda but for which it would be reasonable on medical advice for the insured person to elect treatment, consultation or technical investigation overseas.
 - i) The insured person will be responsible for all charges incurred overseas and may claim reimbursement for such charges at rates for similar services provided in Bermuda plus 50% of the difference between the charges incurred overseas and the charges for similar services provided in Bermuda. Provided that if the services were not available in Bermuda
 - ii) the insured person may claim for medical expenses which the Committee has approved as being reasonable and customary; and if the services were provided as the result of an emergency, the insured person may claim for medical expenses which the Committee approves as being reasonable and customary.
 - iii) No claim may be made for travel or other expenses.
- c) **Standard-Treatment**, consultation or technical investigation with or without medical advice which is available in Bermuda and does not merit consideration under category (a) or (b) above.

- i) The insured person may claim reimbursement for charges incurred overseas at the rates for similar services in Bermuda.
- ii) No claim may be made for travel or other expenses.

10. Prescription Drugs

Subject to an annual deduction of \$25 per claimant, 80% of the balance will be reimbursed in respect of the cost of drugs prescribed for treatment of an illness or pathological condition and accessory equipment prescribed by a physician.

Claims are to be submitted to the GEHI Management Committee on the standard GEHI

claim as soon as possible after 31st March in each year but no later than 30th April.

The Committee will also consider for approval, at any time during the year, the immediate reimbursement of a claim if it deems it appropriate to do so.

Further information may be obtained from the Government Employees' Health Insurance Office.

(Tel: 295-5151-GEHI).

Note: This memorandum is a summary of provisions contained in an Act of Parliament and reference should be made to the Act itself if and when a problem arises.

MEMORANDA OF UNDERSTANDING

1. Authority

The Head of the Public Service is the official signatory for all MOUs except where otherwise stated in law. Any MOU between the Union and the Government entered into intended to alter the Collective Bargaining Agreement without the authority of the Head of the Public Service.

2. Policy to Support the Proposed Amendment to Item #4 of Schedule 3

*If an employee is sick for more than two (2) working days...(forward to line 7) When on uncertified sick leave an Employee will ensure that the immediate supervisor is informed of the Employee's absence on the first **and second day** of such illness. cont'd.*

The following Policy position is in support of this proposed amendment to the above item.

1. PURPOSE

To facilitate effective manpower planning to support the work of the relevant Department; Minimize the cost of calling in unscheduled labour; Maintain the expected level of service to the taxpayer; Advise fellow Employees that will be affected by Employees' absence; and Provide the government with value for money. Also to require employees to communicate to employers about their availability for work, and remove any uncertainty about availability for work.

2. SCOPE

This policy covers all Employees of the Government of Bermuda that are represented by the Bermuda Industrial Union as described in the Preamble of the Collective Agreement, with the exception of those employed by the Department of Transportation.

3. ITEMS

- a) An Employee should advise his/her immediate supervisor in the Department by telephone and at least one hour before the start of their shift, about their absence from work on the second consecutive day due to illness.
- b) Employees will contact their immediate supervisor by telephone only. Should the immediate supervisor be unavailable, then it is appropriate that the Employee leave a message.
- c) All Employees will personally make the telephone call themselves to his/her immediate supervisor to advise of their absence from work because of illness. If an Employee is totally incapacitated then he/she will ensure that the immediate supervisor is contacted as described above.
- d) Employers and Employees will comply with Article 27 - Disciplinary Procedure - of the Collective Agreement when there is non-compliance with this policy.
- e) Employers will ensure that complete, accurate and up to date records are maintained of all Employee absence from work due to illness.
- f) Employers will also make available to Employees, upon request, a written account of all absence from work due to illness within three business days of the request. Employees may make these requests verbally.
- g) The Employer agrees to provide a quarterly sick leave print out to the shop stewards and the Union Organizer for their review. This sick leave print out should also be provided upon request.