



Employee Handbook and Collective Bargaining Agreement 2021-2024



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If you would like any further information about the Bermuda Health Council, or if you would like to bring a healthcare matter to our attention, we look forward to hearing from you.

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1st November 2021

The Bermuda Health Council is most effective when we work collaboratively as a team toward our goals.

Our Employee Handbook and Collective Bargaining Agreement (CBA) reflects the collaborative efforts of the team to develop standards and expectations of all individuals employed by the Health Council.

The Health Council recognizes the Bermuda Public Services Union (BPSU) as the sole bargaining agent for Health Council employees. The BPSU is responsible for representing the interests of its members in accordance with the Trade Union Act 1965, and subsequent amendments to the Act. As part of this relationship, the BPSU provides support with the development of a CBA between the Health Council employees and management and in an effort to create a fair and equitable working environment for all Health Council employees, it was agreed within the Health Council that this CBA should form the base for all employees. It should be noted, however, that given the original intention of the CBA, there will be some sections that are only applicable to those members of the Union and these sections are indicated as such.

In addition to the inclusion of the CBA, this Handbook also provides additional information about the Health Council background, staffing and recruitment, employment policies and procedures, payroll, termination of employment, operational policies and procedures, and emergency procedures.

After reading the Handbook, should you have any questions or suggestions on the content, please do not hesitate to discuss them with your manager and/or Corporate Office.

Dr Ricky C Brathwaite
Chief Executive Officer

Tiara Carlington
Corporate Office

1 HEALTH COUNCIL BACKGROUND

1.1 Who Are We?

- The Health Council monitors the health system and coordinates health system stakeholders to ensure Bermuda's residents have access to safe, high-quality care. We were established as a QUANGO by the Bermuda Health Council Act 2004 and came into operation in 2006.
- The Health Council has a goal of envisioning the healthiest island in the world by promoting an equitable and sustainable health system.
- As we work toward achieving this goal, the Health Council acknowledges the importance of routine collaboration with key health system stakeholders, and collectively analysing health system data to identify areas of improvement in system efficiencies.

1.2 Why Do We Exist?

- The Health Council exists to enhance the quality of healthcare in our community and to promote a sustainable health system.
- The Health Council seeks to work with all relevant stakeholders to ensure residents enjoy good quality care while assuring the financial sustainability of the health system. We also work to enhance the regulatory framework for the health system in order to assure an acceptable standard of care and patient safety.

1.3 What Do We Do?

- The Health Council provides oversight for Bermuda's health system in many ways. Among our tasks are to:
 - ⇒ Enhance the regulation of health service providers and health professionals
 - ⇒ Review Standard Health Benefits periodically based on population health needs
 - ⇒ License health insurers
 - ⇒ Advise the Minister responsible for Health on a wide range of health system issues
 - ⇒ Identify ways to enhance the financial sustainability of the healthcare system
 - ⇒ Engage with health stakeholders in the conduct of our functions
 - ⇒ Work proactively to assure the health system can meet the needs of Bermuda residents

1.4 **Mission Statement: To regulate, coordinate and enhance the delivery of health services in Bermuda**

1.5 **Vision Statement: Achieving a quality, equitable and sustainable health system**

1.6 **Composition of the Health Council**

- The term Health Council is often used to collectively refer to the members of the Board and members of the Secretariat.
- Members of the Board are those individuals appointed by the Minister of Health to provide direction on the functions and operations of the Secretariat. The Board consists of between nine (9) and eleven (11) ordinary members and four (4) ex officio members (Chief Executive Officer (CEO) of the Health Council, Chief Medical Officer, the Permanent Secretary of the Ministry responsible for Health, and the Financial Secretary of the Ministry of Finance).
- Members of the Secretariat are recruited by the CEO to carry out the day-to-day functions and support the operations of the organization in accordance with the Bermuda Health Council Act 2004, the annual Corporate Plan, and any Ministerial directives.

2 STAFFING AND RECRUITMENT

2.1 **Employee and Management Relations**

- The organizational structure of the Council includes two main arms under the CEO: operational management and support, and project/programme management and support. Within these arms are:
 - ⇒ Management staff who are responsible for ensuring efficient and effective completion of assigned functions and operations, and providing direction to their support team(s),
 - ⇒ Technical staff who provide technical and analytical support for the completion of the Health Council's functions and operations, and
 - ⇒ Administrative staff who form the backbone of the organization and support the development and strengthening of relationships between the Health Council and external stakeholders.
- We are aware of our responsibility as an employer to develop and maintain harmony in the workplace at all times, thus we endeavour to provide a work environment and

conditions of employment that are both flexible and responsive to staff needs to enable effective execution of the Council's functions and operations.

2.2 Treatment of Staff

- It is of high importance to the Health Council that working conditions for all employees are fair and dignified. Accordingly, the Health Council will:
 - ⇒ Operate with written personnel policies that clarify personnel rules, provide for effective handling of grievances, and protect against wrongful conditions such as nepotism and grossly preferential treatment for personal reasons.
 - ⇒ Not discriminate against any staff member for expressing an ethical dissent. Staff must be able to freely express their disagreement with the organization's policies without fear of reprisals.
 - ⇒ Acquaint staff with their rights under these policies.

2.3 Employee Orientation

- New employees will undergo an employee orientation with the team member responsible for managing Corporate Office, who will provide information on any job specifics required before work begins.
- Each employee will receive a copy of the Employee Handbook and will be asked to read it thoroughly and sign a form acknowledging receipt of the Handbook and their understanding of its contents.
- Orientation for new employees will also include one-on-one time with existing members of the team to discuss the various functions of the Health Council and how team members' work fits into the larger goals of the organization.

2.4 Job Description

- All employees will sign a job descriptions which is intended to provide an outline of the main functions and responsibilities of the post as well as the employee reporting relationship within the Council.
- Job descriptions are not designed to limit the functions of a post holder nor restrict the ability of the employer to seek skill-appropriate support from the employee in functions that are not listed, but rather form the basis for performance appraisals to identify

training and development needs. In addition, they are a significant tool in evaluating the pay grade for a specific post.

2.5 **Statement of Employment**

- In accordance with the Employment Act 2000 each employee will receive a Statement of Employment confirming the terms and conditions of employment. The Statement of Employment will be signed by the employee and their manager as to the agreed terms.
- The Employee Handbook provides more in-depth details of the terms and conditions of employment as an integral part of the Statement of Employment. Should an individual contract be necessary for a specific job function this will also be provided.

3 **EMPLOYMENT POLICIES AND PROCEDURES**

3.1 **Employee Personnel Records**

- A confidential individual file is kept for each employee where the address, telephone number, personal history and other job-related details are recorded. It is important that these records are kept up to date, and we therefore ask that you please notify Corporate Office of any changes to your personal information. Your personnel file is the property of the Bermuda Health Council. However upon request, you may review your file and/or be provided with copies of its contents.

3.2 **Management and Employee Communications**

- It is our firm belief that efficiency, high productivity and a harmonious working environment are best achieved when effective communication is established between management and our employees. In order to achieve this objective, the Council will maintain regular staff meetings to facilitate the flow of information throughout the organization.

3.3 **Performance Appraisals (CBA Article 11)**

- A formal Performance Appraisal will be conducted every 6 months and will be used to:
 - ⇒ determine annual work objectives and priorities
 - ⇒ highlight training and development requirements
 - ⇒ provide justification for awarding merit increases
 - ⇒ highlight areas of concern and possible courses of action
- For further details please refer to the Bermuda Health Council Performance Recognition Policy.

3.4 **Performance Recognition (CBA Article 21)**

- Numerous awards are available for Health Council employees deserving of special recognition, having shown exceptional ability and dedication far in excess of the basic requirements of their posts. An individual can be nominated for recognition based on applicable criteria. Nominations are reviewed by the CEO and any financial awards will

be granted during the next payroll period. For further details please refer to the Bermuda Health Council Performance Recognition Policy.

3.5 **Training**

- The Health Council is committed to the ongoing training and development of all employees. This includes:
 - ⇒ In-house training, which comprises on-the-job training and workshops
 - ⇒ Sponsored training offered by other local organizations
 - ⇒ Overseas training and academic courses for Directors and technical staff
 - ⇒ Local work attachments
- Training courses and conferences must be aligned with the following:
 - ⇒ Functions, and strategic and corporate objectives of the Health Council
 - ⇒ Professional development needs identified in your performance appraisal
 - ⇒ Annual objectives and professional development goals
- All managerial and technical staff may seek approval to attend at least one (1) overseas training opportunity per fiscal year if approved in the annual budget and all travel must be completed in the most economical way possible. (See Financial Instructions for information on Overseas Travel and Subsistence)

3.6 **Confidentiality Policy and Non-Disclosure Agreement**

- Unauthorized persons within or outside of the Health Council should not have access to property or information in any format belonging to or relating to the Council. Unauthorized business information should not be given orally, in writing, electronically or by any other means of extraction to any unauthorized persons.
- Please ensure that any documents and correspondence that are authorized to be discarded are shredded or otherwise suitably destroyed. A breach of the Confidentiality Policy will lead to the appropriate disciplinary action being taken including that of possible dismissal.
- Each employee will be provided with a copy of the Confidentiality and Non-Disclosure Agreement prior to, or on the first day of employment and be asked to review it before signing a Policy acknowledgement form.

3.7 **Conflicts of Interest**

- A conflict of interest is present when, in the judgment of the Board Committee responsible for Governance, a Board member, secretariat member, contractor or volunteer's stake in a transaction is such that it reduces the likelihood that that

individual's influence can be exercised impartially in the best interests of the organization, Bermuda's health system or the public.

- Individuals will be required to complete a Conflict of Interest Declaration annually. More information is provided in the Conflict of Interest Policy.

3.8 Working Remotely

- We recognize employees have obligations outside of the Health Council and aim to provide a flexible environment which allows staff to fulfil their professional and personal commitments. With that, individuals wishing to complete Health Council work from a location outside of the Health Council offices can request such with their manager and the CEO. Depending on the duration of the period of remote work, employees may be required to sign a Work from Home Agreement.
- If an individual wishes to work remotely from a location outside of Bermuda, they must seek approval from their manager and the CEO and may be required to sign a Remote Worker Agreement which will outline the terms and conditions of that approval.
- The expectation of employees working remotely is the same as those working on site and performance will be assessed based on the same criteria such as, but not limited to, completion of deliverables, meeting deadlines and participation in meetings/discussions.
- Approvals to work remotely will be considered on a case-by-case basis.

3.9 Outside Employment

- We recognize that you may wish to take up separate employment with another employer or pursue outside business interests whilst still remaining in our employ. Although we have no desire to unreasonably restrict your outside activities, we must seek to protect our interests and those of all our employees. To this end, our policy is that you will not be permitted to undertake business activities or other work outside of the Health Council where we consider a conflict of interest is apparent. Should you wish to engage in alternative outside employment you should first inform your Manager and Corporate Office to ensure that a conflict of interest will not occur. Once given permission to obtain outside employment, an updated Conflict of Interest declaration must be completed for your file.

3.10 Alcohol and Drugs in the Workplace

- We give the same consideration to an employee with chemical (alcohol and other drugs) dependencies as we do to an employee having other diseases. We are concerned only with those situations where use of alcohol and other drugs seriously interferes with an employee's health and job performance, adversely affects the job performance of other employees, or is considered so serious as to be detrimental to our business.
- If you are under the care of a registered health practitioner and you are using prescribed drugs under that practitioner's direction, you should have a statement from the practitioner authorizing the use of the drug and describing the side effects, if any, resulting from the use of the drug. If in the opinion of management your actions or

behaviour are considered unsafe as a result of using the prescription drug you may be suspended with pay pending a medical practitioners report on your ability to perform your assigned duties.

- We will not condone the sale, use or possession of illegal drugs in the work place. If it is proven that you are selling, using, or are in possession of illegal drugs in the work place you will be immediately terminated without notice or payment of any severance allowance.
- The full list of controlled substances can be found in the Misuse of Drugs Act 1972.

3.11 **Dress code and Employee Appearance**

- It is our aim to project a professional, competent and efficient image to the public at all times including casual Fridays. Whilst we appreciate that dress fashions continuously change, the basic requirement we expect of you is that you adopt a reasonable dress code that will reflect good taste in keeping with our corporate image.

4 PAYROLL

4.1 **Pay Slips (CBA Article 32)**

- As per the Employment Act 2000, all Health Council staff will be provided with pay slips reflecting gross pay, any deductions, any merits and the resulting net pay.

4.2 **Social Insurance**

- Every person over the age of 16 years, who is gainfully employed in Bermuda for a period of more than four hours per week, must make social insurance contributions. Employees will be deducted for these contributions in accordance with the Contributory Pensions Act 1970.

4.3 **Payroll Tax**

- Every person over the age of 16 years, who is employed in Bermuda for a period of more than 16 hours in one calendar month will be charged a payroll tax in accordance with the Payroll Tax Act 1995 and the Payroll Tax Rates Act 1995.

4.4 **Health Insurance (CBA Article 35)**

- As per the Health Insurance Act 1970, every person employed for more than 15 hours per week and two months per year, and their non-working spouse must be provided with health insurance with a locally licensed health insurer.
- Health insurance premium will be equally split between the employee and the employer.

4.5 **Contributory Pension (CBA Article 35)**

- Every person employed full-time and who is over the age of 18 years and under the age of 58 years, must contribute to the Public Service Superannuation Fund in accordance

with the Public Service Superannuation Act 1981. The Health Council and the employees fund the plan equally.

4.6 **Group Life Insurance**

- Effective 1st June 2012, after one year of continuous services, employees are entitled to 'Capital Sum Payable Upon Death' which is akin to a life insurance policy. There is no additional charge for this benefit.

5 **TERMINATION OF EMPLOYMENT (CBA ARTICLE 12 AND 13)**

5.1 **Certificate of termination**

- On the termination of your contract of employment, should you so request, we will provide you with a certificate of termination confirming the following:
 - ⇒ the name and address of the employer
 - ⇒ the nature of the employer's business
 - ⇒ the length of the period of your continuous employment
 - ⇒ the capacity in which you were employed
 - ⇒ your wages/salary and other remuneration payable at the termination date of the contract of employment
 - ⇒ the reason for your termination of employment

5.2 **Return of Health Council property**

- Should you resign, retire, or be terminated, you will be required to return any property or working materials owned by Bermuda Health Council to your manager prior to your finishing date.
- Failure to return Council property prior to your finishing date may result in replacement costs being deducted from your final pay.

5.3 **Final Pay**

- Final settlement with employees will be by way of a cheque or direct deposit after all Health Council property has been received or cost recovered for missing property.

6 **OPERATIONAL POLICIES, PROCEDURES AND CHECKLISTS**

- All employees must be aware of, and comply with the Health Council policies and procedures.
- A list of all policies and procedures can be found in Schedule 2 and the signed copies are available on the Health Council's shared drive.
- In general, for clarity on the use of each type of document:
 - ⇒ Policies provide details about, and step-by-step instructions for Health Council operations that have legal, financial or political implications.

- ⇒ Procedures provide details about, and step-by-step instructions for managing the Health Council’s legislated functions.
 - ⇒ Checklists are used to provide simplified steps for ensuring proper completion of less complex operations.
- If there are any questions of clarifications, please discuss them with your Manager or Corporate Office.

7 EMERGENCIES

7.1 Emergency Procedures

- In Bermuda our main hazards include weather-related disasters such as hurricanes, tornadoes and minor flooding in areas outside Hamilton, and man-made disasters such as fire, work place accidents or serious illness of employees.

7.2 Disaster kit

- The Health and Safety Officer will ensure that the emergency kit is checked every six months to replace expired or outdated items, and emergency procedures are followed.
- If a serious hazard strikes during work hours, Health Council employees may be caught in the building for hours. Emergency services may not be able to respond right away. The following checklist is an inventory of supplies to have on hand to take care of employees, Council members or others on your premises until help arrives:
 - ⇒ Battery-operated radio
 - ⇒ Radio batteries to be stored separately
 - ⇒ First aid kit
 - ⇒ Basic medications
 - ⇒ Flashlight and batteries to be stored separately
 - ⇒ Bottled water
 - ⇒ Emergency telephone numbers
 - ⇒ Emergency contact list
 - ⇒ A copy of the office insurance policy

7.3 Emergency Numbers

Entity	Contact Information
Ambulance, Fire, Police and Marine Rescue	911
BELCO	955
Bermuda Harbour Radio	297-1010
BTC	611
Emergency Broadcast Station	FM 100.1 MHz
Works & Engineering	297-7842

8 HURRICANE

8.1 Hurricane CATEGORIES

- ⇒ Category 1 - Winds 74-95 mph, storm surge (4-5 ft) above normal
- ⇒ Category 2 - Winds 96-110 mph, storm surge (6-8 ft) above normal
- ⇒ Category 3 - Winds 111-130 mph, storm surge (9-12 ft) above normal
- ⇒ Category 4 - Winds 131-155 mph, storm surge (13-18ft) above normal
- ⇒ Category 5 – Winds greater than 155mph, storm surge greater than 18ft above normal

8.2 THE Warning SYSTEM

- ⇒ The following warnings will be issued prior to staff in person or electronically.
- ⇒ Employees should pay careful attention to these warnings as there are certain procedures to follow after each stage.

a) Before Hurricane

- Corporate Office -
 - ⇒ Updates The Health Council's emergency call tree and circulates to all staff
 - ⇒ Provides hurricane update to staff twice per day – 9:00am and 4:00pm
 - ⇒ Inventory emergency kit
 - ⇒ Inventory thick garbage bags for each staff member to cover equipment as necessary.
 - ⇒ Identifies websites that provide the best information eg. <http://www.weather.bm>

b) Phase A HURRICANE ALERT - Hurricane on course for Bermuda.

- Corporate Office -
 - ⇒ Creates roster to allow staff to purchase last minute supplies for their home
 - ⇒ Provides hurricane update to staff three times per day – 9:00am, 12:00pm and 4:00pm.

c) Phase B HURRICANE WATCH - 48 hours to landfall.

- Corporate Office provides hurricane update to staff three times per day – 9:00am, 12:00pm and 4:00pm.
- All Staff -
 - ⇒ Secure important documents in safe storage
 - ⇒ Ensure that you have a copy of the latest Health Council emergency call tree

d) Phase C HURRICANE WARNING - 24 hours to landfall.

- Corporate Office -
 - ⇒ Provide Hurricane update to staff every 2 hours
 - ⇒ Disconnect and store all kitchen electrical appliances and shared office equipment
 - ⇒ Set up voicemail

- ⇒ Request staff cover their PCs, telephones and secure personal items
- ⇒ Clear Desktops; Cover PCs and telephones and secure personal items of personnel who are out of office + their own
- ⇒ Disconnect computers + desktop printers of personnel who are out of office + their own

- All Staff -

- ⇒ Ensure cell phones are charged
- ⇒ Disconnect computers + desktop printers
- ⇒ Clear desktops; cover PCs and telephones and secure personal items

e) Phase D EMERGENCY PHASE - Strike.

- CEO -

- ⇒ Discharge staff
- ⇒ Lock doors

- All Staff stay safe

f) After Hurricane

- ⇒ The Health Council emergency call tree is used to determine whether office is open
- ⇒ All staff should check for damage in/around their particular desk/office
- ⇒ Corporate Office will check for damage in/around the general office

9 FIRE

- The purpose of these procedures, are to give you the tools to:

- ⇒ Plan Ahead
- ⇒ Know Your Exits
- ⇒ Know Your Exit Procedure
- ⇒ Recognize Emergency Alarm Sounds
- ⇒ Know How to Activate an Alarm
- ⇒ Know Who Your Safety Officers Are

- These procedures apply to all Bermuda Health Council staff and visitors at the Health Council offices.

9.1 Know Your Exits

- ⇒ Always know the location of your assigned emergency exits
- ⇒ Know two ways out
- ⇒ Remember, an elevator is not an exit
- ⇒ Never use elevators as an emergency exit

9.2 Know Your Exit Procedure

- ⇒ Should the fire alarm sound, leave your work area immediately, close the door if you have an office, and go out of the building quickly and quietly using your assigned fire exit.
- ⇒ If you are not in your work area, you must proceed in accordance with those persons near you.
- ⇒ Go to the assembly point as indicated below or as directed by your Fire Marshal.
- ⇒ If you are outside the building, stay out until authorities in charge tell you that it is safe to return.
- ⇒ If your exit is blocked by smoke, then move toward your alternate exit. Crawl low in smoke. The air near the floor is cleaner and easier to breathe.
- ⇒ If your alternate escape is too dangerous because of fire and smoke, then find a room with a window to the outside. Close the door. Signal at the window to rescuers. If there is a phone in the room, call 911 and give the Fire Department your exact location, even if they are on the scene.
- ⇒ If you are unable to leave your room and it is beginning to fill with smoke, then cover air vents where smoke may be seeping through. If possible, stuff any cracks to keep out smoke. Slightly open windows at the top and bottom to let fresh air enter. If absolutely necessary, break the glass. Signal at the window to rescuers.

9.3 Recognize Emergency Alarm Sounds

- ⇒ Survival time may be measured in seconds. Make sure that you know the sound of the alarm in your building.
- ⇒ The Fire Wardens will assist you in your safe evacuation via your assigned exit route to the agreed meeting place. Fire Wardens are responsible for checking restrooms, closets, board rooms, etc.

9.4 Know How To Activate An Alarm

- ⇒ Know the location of alarms and how to operate them. Activate the nearest manual pull station as soon as smoke or fire is discovered. It is important to warn others. Know how to directly notify the Fire Department. The Fire Department should always be notified. A prompt response can prevent a small fire becoming a large one.
- ⇒ It will be the responsibility of the person observing a fire to notify the Front Desk who will call 911 and alert the Fire Department and provide the building name, the street address, and indication of what type and the direct location of the fire.
- ⇒ The Front Desk, if possible, should announce the location of the fire and request all staff to leave the building in an orderly fashion. The Fire Warden will ensure that all the staff and management leave the building and check all rooms, closets, and restrooms.

9.5 If You Discover A Fire and Hints for Dealing with A Fire

- ⇒ Immediately sound the alarm either by using one of the fire alarm pull stations and by telephone to 911.
- ⇒ Try to extinguish the fire using appliances provided. DO NOT TAKE ANY RISKS and always ensure your escape route is clear. Assist anyone in immediate danger.

- ⇒ Upon hearing the alarm leave the building using the nearest exit.
- ⇒ Shut all doors in the vicinity of a fire. This will prevent draughts and reduce the risk of the fire spreading.
- ⇒ If electrical fittings are involved in a fire, be sure that the current is switched off before they are touched or the fire dealt with.
- ⇒ If a person's clothing is on fire, use a blanket or rug or other similar article and wrap it round the person. Lay the person on the floor to prevent flames reaching the head.
- ⇒ When going through smoke, a wet cloth or handkerchief placed over the mouth and nose will help. A small fire can produce big smoke.
- ⇒ DO NOT USE LIFTS OR ELEVATORS. Keep well away from them.
- ⇒ Do not panic but walk purposefully without running.
- ⇒ Once you have left the building report to the Assembly Area.

10 NOTES FOR FIRE WARDEN AND DEPUTIES

10.1 On Hearing the Fire Alarm

- ⇒ Supervise your area of responsibility with a view to evacuating
- ⇒ Search the area including toilets
- ⇒ Ensure records of importance or items of value are protected, if possible.
- ⇒ Ensure all staff members know the fire exits and assembly area and check if anyone needs special help.
- ⇒ Close all doors.
- ⇒ Lead your staff to the nearest fire exit and onwards to the assembly area.
- ⇒ Move quietly and quickly without running.
- ⇒ DO NOT USE LIFTS OR ELEVATORS.

NOTE: IF IN DOUBT OR IF THERE IS ANY DANGER TO STAFF THEN EVACUATE IMMEDIATELY.

10.2 On Reaching Assembly Area

- ⇒ Check all your staff arrived safely.
- ⇒ Report the situation to the Building Fire Warden or his Deputy.
- ⇒ Remain there until permission is given to return to the building.

10.3 Fire Precautions

- ⇒ In your own interest, study these instructions carefully.
- ⇒ Be familiar with the location of the fire-fighting appliances and the nearest fire alarm pull station.
- ⇒ Be familiar with escape exits and see that staircases, fire exits, doors etc., are kept clear from obstruction at all times.
- ⇒ Fire resisting door should not be propped open.
- ⇒ Many fires are caused by machines overheating. If in doubt, switch off the machine.

11 BERMUDA PUBLIC SERVICE UNION (BPSU) COLLECTIVE BARGAINING AGREEMENT (CBA) 2021-2024

The CBA is negotiated between the Union and the staff and forms the minimum requirements and expectations for employment at the Health Council. Inclusion of the CBA with the Employee Handbook makes this minimum requirement applicable to all staff. The Health Council Board and the Chief Executive Officer have authority to provide additional benefits and awards to what is provided in the CBA.



The Bermuda Public Services Union
(Hereinafter referred to as the Union)

And

Bermuda Health Council
(Hereinafter referred to as the Health Council)



1st November 2021 to 31st October 2024



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ARTICLE 1: PURPOSE

- 1.1 To promote and maintain harmonious relations between the Health Council and its employees, and 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.
- 1.2 The Health Council and the Union have entered into this Agreement and pledge themselves to comply with its provisions and to promote and maintain a co-operative and constructive relationship between the Health Council and its employees represented by the Bermuda Public Services Union.
- 1.3 This Collective Bargaining Agreement supersedes the Government of Bermuda's Employment Act, 2000.

ARTICLE 2: RECOGNITION

- 2.1 The Health Council 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, method of wage payment, paid leave, sick benefits, or other conditions of employment.
- 2.2 Any new positions that perform work or functions historically performed within the bargaining unit shall be included, in the unit.

ARTICLE 3: HEALTH COUNCIL'S RIGHTS

- 3.1 The Union recognizes the Health Council's right to administer its affairs and to direct its employees, including the right to hire those persons it considers most suitable, to assign employees to specific positions and to suspend or discharge an employee for cause, subject to [Articles 13 - Termination](#); [Article 14 - Unsatisfactory Performance](#) and [Article 16 - Grievance Procedure](#).

ARTICLE 4: UNION'S RIGHTS

- 4.1 The Union has the right to represent all of its members covered by this Agreement, in all matters pertaining to employment and working conditions.
- 4.2 The Health Council shall ensure access to Union notices and materials provided by accredited Union employees for the conduct of Union affairs. All posting of such notices shall be the responsibility of the respective Shop Steward or designated employee in the absence of the Shop Steward.
- 4.3 The Health Council agrees that no employee shall be penalized, intimidated, or coerced, including those holding positions of responsibility, by reason of being a member of the Union, or acting as an officer or representative of the Union.

ARTICLE 5: STATUS OF AGREEMENT

- 5.1 Any provision of this Agreement shall be determined a valid exception to and shall supersede any existing or future Health Council rules and regulations, orders and practices which conflict with the Agreement.
- 5.2 The Health Council agrees to apply its rules, regulations, directives, and orders in a fair and equitable manner.

ARTICLE 6: REOPENER CLAUSE

- 6.1 In the event legislation is enacted that affects any provision(s) of this Agreement; the parties shall re-open the affected provision(s) and re-negotiate its contents.
- 6.2 Any modification of the provision(s) or personnel policies of the Health Council affecting a (the) provision(s) of this Agreement, or the relationship of the parties may serve as a basis for the reopening of the affected provision(s).
- 6.3 In the event of any law or action by the Health Council renders null and void any provisions of this Agreement, the remaining provisions of the Agreement shall continue in effect for the term of the Agreement.

ARTICLE 7: AGENCY SHOP

- 7.1 The application of Agency Shop to this Agreement will be in accordance with the Trade Union Act, 1965, Amendment Act 1973, or any subsequent legislation.

ARTICLE 8: APPOINTMENTS

- 8.1 The CEO / designee shall recommend all appointments of the staff covered by this Agreement to the Health Council. Terms of appointment and conditions shall be in conformity with this Agreement.

ARTICLE 9: PROBATIONARY PERIOD

- 9.1 The period of probation that a new employee (other than a temporary employee), must undergo in order to become a full-time employee shall be six (6) months worked in the permanent position unless otherwise approved by the CEO. The Health Council agrees to complete performance appraisals at the end of each two (2) months of probation and to counsel the employee concerning performance deficiencies.

- 9.2 During probation, where an employee's performance is deemed to be unsatisfactory (**see Article 14**), and where measures have been established and implemented to support the employee's development, the employee's manager may request approval from the CEO to extend probation for a period not exceeding three (3) months.
- 9.3 During probation, where an employee's performance is deemed to be unsatisfactory (whether during initial probation or the extension of) the employee may be terminated without notice. In these instances, the employee will be paid up to and including the last date of employment and for any accrued and unused vacation days as per Article 25.
- 9.4 During probation, where an employee commits an act of *misconduct*, or if the organization's operational requirements change, the employee may be terminated without notice.
- 9.5 Termination without notice does not apply to confirmed staff who are on probation due to promotion or transfers within the Health Council (see Article 10).

ARTICLE 10: PROMOTIONS & TRANSFERS

- 10.1 All existing employees who have transferred or have been promoted to a new job within the Health Council shall serve an assessment period of three (3) months from the effective date of the transfer or promotion.
- 10.2 During this assessment period, regular meetings will be held between the employee and their immediate manager to discuss and document the employee's performance and suitability for the position.
- 10.3 Should the employee not meet the expectation of the role, every effort shall be made by the manager to assist by implementing a performance improvement plan and/or training.
- 10.4 An employee's assessment period may be reviewed and extended to a maximum of a further three (3) months where circumstances justify by mutual agreement between the Union and the Health Council.
- 10.5 The employee who believes he has been unjustly treated shall have the right to submit his claim by following the Grievance Procedure as set out in Article 15.
- 10.6 In matters of transfers to new posts, management will ensure that the employee is suitably trained, which includes on-the-job training, before assessing the employee's performance.
- 10.7 Upon satisfactory completion of the period of assessment, the employee will be notified immediately in writing that such period of assessment has been successfully completed. Where a promoted or transferred employee fails to meet the performance expectations of their new post, they may be transferred back to their former post.
- 10.8 Upon request, the Union shall be informed about an employee's progress during the period of assessment.

ARTICLE 11: PERFORMANCE APPRAISALS

- 11.1 A Performance Appraisal will be conducted for all employees every 6 months and will be used to:
- determine annual work objectives and priorities,
 - highlight training and development requirements,
 - provide justification for performance recognition, and
 - highlight areas of concern and possible courses of action.
- 11.2 The process is comprised of:
- setting objectives and time guidelines at the beginning of the year,
 - performance appraisal at mid-year, and
 - performance appraisal at the end of the year.
- 11.3 A key component of the performance appraisal process is meaningful dialogue between the employee and the responsible manager. It is also important to align the employee's objectives to those of the Health Council.

ARTICLE 12: RESIGNATIONS

- 12.1 An employee who resigns shall submit the resignation in writing to their manager indicating their last date of employment. The employee shall give as much notice as possible, but the notice may not be less than one pay period unless mutually agreed by the manager and the employee, and no objection from the CEO.
- 12.2 Where an employee submits their resignation without the required notice period and the employer has not waived the right to notice, the employee shall be entitled only to the wages and other remuneration accrued at the date of termination.
- 12.3 The Health Council encourages employees to partake in a follow-up exit interview process. The Exit Interview form will be reviewed prior to the employee's separation from the Health Council to receive comments and observations of the employee's tenure whilst working for the Health Council. The interview can be conducted by a person of the employee's choosing. Such comments shall be viewed as improving the working conditions for the employees of the Health Council.

ARTICLE 13: TERMINATION

- 13.1 The Health Council's designated representative may terminate any employee for reasons related to employee ability, performance or conduct, or change in operational requirements of the Health Council. In such cases, the employee must be given no less than one month's notice (or pay in lieu of notice as per 13.2) unless otherwise agreed in writing between the employer and employee. In such cases, the employer shall immediately notify the Union of such dismissal.
- 13.2 In lieu of providing a month's notice of termination of employment, the employer may, at their discretion, pay an employee the wages and other benefits that would have been due up to the expiry of the otherwise required period of notice.

- 13.3 Whether employment is terminated by the employer or the employee, in cases where notice is given, the employee will not be permitted to take vacation leave within the last 10 days of employment. For the avoidance of doubt, in this case, days of employment refers to business days only.
- 13.4 During probation, employees may be terminated as per Article 9.
- 13.5 If the employee was employed for longer than 6 months, they will also be paid for vacation days accrued and untaken. For the avoidance of doubt, in this case, 6 months is in reference to 6 monthly cycles from the date the employee commenced employment – for example if the employee started on 14th June and was terminated on or after 14th December, the employee would be entitled to pay for accrued and unused vacation days.
- 13.6 If an employee is on probation and is given a period of notice, they will not be permitted to take vacation leave during that notice period unless vacation had been approved by the CEO prior to commencement of employment.
- 13.7 Any employee who claims through the Union wrongful dismissal, may appeal by presenting the claim in writing to the Health Council within five (5) business days of the date on which the notice of dismissal was given and received by the employee, unless an extension is mutually agreed.
- 13.8 The employee may request that the Union invokes the grievance procedure as set out in **Article 15**.

ARTICLE 14: UNSATISFACTORY PERFORMANCE

- 14.1 Where an employee proves to be performing their duties in an unsatisfactory manner, the manager shall provide in the first instance a verbal warning providing the concerns and suggested remedies.
- 14.2 Should the verbal warning not result in satisfactory performance, then the manager shall provide written notification of the unsatisfactory performance to the employee. Suggested remedies shall be placed on the employee's personal file with a recommendation that the employee receive such support as may be necessary and shall specify that the employee is under review for a period of six (6) months, at the end of which there shall be an appraisal of the employee's performance by the manager.
- 14.3 Should a follow-up appraisal note no acceptable improvements to the employee's performance, the manager may consider termination of employment as a last resort. If termination is decided, notice must be given within fourteen (14) days of expiration of the six (6) month period indicated in the written warning in 14.2.
- 14.4 Should the performance appraisal at the close of the review period note an acceptable improvement in the employee's performance, the written notice shall be removed from the permanent record/personnel file of the employee after one (1) year.
- 14.5 An employee aggrieved by such an appraisal shall be at liberty to invoke the Grievance Procedure as set out in Article 15.

ARTICLE 15: GRIEVANCE PROCEDURE

- 15.1 Should an employee or a group of employees covered by this agreement have any dispute, arising from alleged misunderstanding, complaint, misinterpretation, violation in equitable application of established policy or any provision of the agreement, the manager and employee shall make every attempt to settle any grievance informally through consultation between the parties concerned as expeditiously as possible. In the event that such informal procedures do not settle the matter, then the following formal grievance procedure shall be followed (all steps can involve the Shop Steward or an alternative Union rep):
- **Step 1:** The aggrieved employee, shall take up the matter with their manager within five (5) working days, 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, or if the grievance is with the manager, the matter shall be referred to the CEO, who shall attempt to resolve the matter within five (5) working days.
 - **Step 3:** If there is no settlement at Step 2 or if the grievance is with the CEO, the matter shall be referred to Executive Committee who shall take up the matter with the CEO within five (5) working days after the expiry date of Step 1. Thereafter the matter shall be heard within five (5) working days.
 - **Step 4:** If there is no settlement at Step 3, the Union shall take the matter up with the Executive Committee of the Board within five (5) working days.
- 15.2 If the Health Council or Union fails to respond within specified time limits at any step of the grievance procedure, unless there is mutual agreement, either party may reclaim the grievance process to the next step. Both parties agree that time limits will not be used to circumvent any step in the grievance procedure.
- 15.3 Any step in the Grievance Procedure may be by-passed if mutually agreed by both parties.
- 15.4 Should a settlement not be reached at Step 2, either party to this agreement or both shall have the right to refer such matter in dispute to the Labour Relations Officer, to take such steps as seem expedient to him under the appropriate Trade Union legislation.
- 15.5 The grievant and the Shop Steward shall attend such hearing as convened by the Labour Relations officer without loss of pay.
- 15.6 It is agreed that no industrial action such as strike, go-slow, work-to-rule, or overtime ban, or any other restrictions shall take place until the procedures provided for in this Agreement have been exhausted on both sides.
- 15.7 **RE-INSTATEMENT:** An employee who has been unjustifiably dismissed and subsequently re-instated shall not suffer any loss of pay, bonus, seniority or other privileges which he/she would have enjoyed if he /she had not been dismissed.

ARTICLE 16: MAINTENANCE OF DISCIPLINE

- 16.1 Each employee will abide by such rules of professional conduct which will formulate the operations of the Health Council. Any disciplinary action issued to an employee will be presented with and discussed with the employee directly by the management staff. The employee will be given the option to have a Shop Steward present.
- 16.2 Discipline will be of a corrective nature rather than punitive and will be progressed on verbal warnings, followed by a written warning before any penalty is assigned, however a series of misconduct or a single act of gross misconduct (as defined in the Employment Act 2000) may merit suspension or discharge.
- 16.3 Individual disciplinary penalties shall be for just cause and may become subject to the grievance procedure.
- 16.4 An employee must recognize and respect their manager's right and expectation to manage in accordance with their role within the organization. This includes but is not limited to, management of the completion of deliverables and setting of the standard at which deliverables are achieved. However, the Health Council recognizes unfair expectations as a form of bullying (see Article 41) and where possible and practical, managers will consider input from employees regarding expectations.

ARTICLE 17: HOURS OF WORK

- 17.1 The regular workweek shall be thirty-five (35) hours; Monday to Friday.
- 17.2 Variation of these hours shall be an agreement between the manager and the CEO. Where an agreement cannot be made between the manager and CEO, the matter shall be brought to the attention of, and involve the Union.
- 17.3 An employee may not absent himself/herself from duty during working hours without the expressed permission of the manager or designee.

ARTICLE 18: REFRESHMENT BREAKS AND PERSONAL NEEDS

- 18.1 It is custom and practice for refreshment breaks and other essential personal needs to be upheld in accordance with the following guidelines:
- The taking of refreshment breaks and the attendance to other essential personal needs shall be arranged in such a way, on every occasion, as to minimise the disruption of service to the public and the Health Council's work.
 - Employees may agree to flexible working conditions for pre-defined periods with their manager to meet necessary personal obligations, provided that the 35-hour working week is maintained and the operations of the Health Council are not disrupted.
 - In all respects, at all times, the principle of a common-sense approach is essential in respect of the taking of refreshment breaks and the attendance to essential personal needs.

ARTICLE 19: PUBLIC HOLIDAYS

19.1 Employees are entitled to the following Public Holidays: -

- New Year's Day (1st January)
- Good Friday
- Bermuda Day (last Friday in May)
- National Hero's Day (former Queen's Birthday) - (June)
- Emancipation Day (the Thursday before the first Monday in August)
- Mary Prince Day (the Friday before the first Monday in August)
- Labour Day (the first Monday in September)
- Remembrance Day (11th November)
- Christmas Day (25th December)
- Boxing Day (26th December)
- Any other day declared by the Governor by proclamation under Section 4 of the Public Holidays Act, 1947.

19.2 Where any of the Public Holidays specified in 19.1, coincide with a Saturday or Sunday, then the next succeeding working day, or another working day proclaimed by Government in the place of Saturday or Sunday, shall be granted on the day proclaimed.

19.3 Where an employee is required to work on a public holiday, he/she shall be compensated at double time (x2) for hours worked. Where an employee has worked a full 7 hours on a public holiday, they shall be entitled to double time (x2) and an additional day off in lieu. Time off to be taken as agreed with supervisor, within the calendar year.

ARTICLE 20: METHOD OF CONVERSION

20.1 If during the term of this Agreement the current grading system changes, or if there is a restructuring of the salary ranges, it is accepted that no employee will be disadvantaged as a result. Where the new salary scales are directly comparable with existing salary scales, the method of conversion will be point to point.

20.2 When scales are downgraded, the existing staff will remain on their personal grade (grandfathered) and will receive all negotiated cost of living benefits. New hires will be placed on that grade of the new scale.

20.3 The Health Council scales are provided in Schedule 1.

ARTICLE 21: PERFORMANCE RECOGNITION

- 21.1 The manager shall at any time recommend to the CEO such employees as in his/her opinion are deserving of special recognition, having shown exceptional ability and dedication far in excess of the basic requirements of their posts; such employees shall receive recognition in the form deemed appropriate in the circumstances.
- 21.2 Such awards shall be but are not limited to:
- The placing of a written CEO's commendation on the employee's personnel file
 - A day or days off with pay at the discretion of the manager in consultation with CEO
 - Merit increase
- 21.3 The Health Council shall award merit increases to eligible employees annually. The amount of the increase shall be based on the financial viability of the Health Council in any given fiscal year. Merit increases will be awarded in accordance with the Health Council Performance Recognition Policy, which details criteria for eligibility based on quality of work and contribution to the organization. Pay increases will be effective from the pay period immediately following CEO approval.

ARTICLE 22: UNDERPAYMENT/OVERPAYMENT

- 22.1 In the event there is an error in underpayment of an employee (Health Council error) the corrected payment will be made within 5 working days.
- 22.2 Should the employee be overpaid he/she will be notified in writing of the overpayment and will be instructed to contact the individual responsible for managing Corporate Office or designee with regards to working out a repayment provision. If the employee fails to cooperate, the Health Council will have the right to withhold payment from the employee's pay-in increments not exceeding 10% of the employee's overpayment until repayment is made. Any over payment will be collectable in full by the Health Council.
- 22.3 The employee will not be held liable for back pay due to their being hired at the inappropriate step pay. Any underpayment / overpayment shall be limited to the previous twenty-four (24) calendar months.
- 22.4 The parties agree that should an employee terminate his/her employment with the Health Council and if that employee still owes money to the Health Council for any reason, the Health Council may deduct the owed amount in full, from the employee's final pay-check. Additionally, should there still be an amount owed to the Health Council after such deduction from the final pay-check the employee will reimburse the Health Council before they leave employment.

ARTICLE 23: SENIORITY

- 23.1 Seniority is determined by length of continuous employment including temporary employment without break in service. In all those matters of voluntary or involuntary transfer and promotion, it is agreed that the fundamental process of determination shall be: First – Ability, Second – Seniority.
- 23.2 In those matters of redundancy or lay-off, seniority and job category shall be the determining factor amongst employees directly affected by the cause for such redundancy or lay-off, on the basis that the employee with lesser seniority is made redundant or laid off before an employee with greater seniority depending on job category.
- 23.3 In those matters of assignment of duty, the preferences expressed by employees with greater seniority shall be considered before those preferences expressed by employees with less seniority, unless an alternative assignment is agreed between the employee(s) concerned and the management.
- 23.4 The employee shall retain and shall accumulate his/her seniority in the following cases:
- when he/she is in active service
 - when he/she is on a leave of absence with pay as provided for in the agreement
 - when he/she is absent from work because of an occupational disease or a work accident
 - when he/she is absent from work because of an accident or illness other than an occupational disease or a work accident for a period not exceeding twenty-four (24) months
 - in the other cases where a provision of the agreement specifically provides
 - when he/she is on a leave of absence without pay for union activities
 - when he/she is temporarily laid off
 - when he/she is on a leave of absence without pay for a period of one (1) month or less
- 23.5 The employee shall lose his/her seniority in the following circumstances:
- when his/her employment is permanently terminated
 - when he/she refuses or fails to return to work without a valid reason within the seven (7) days which follow a recall to work by registered letter sent to his/her last known address.

ARTICLES 24: ACTING ALLOWANCE

- 24.1 Where an employee is appointed to act in a post more senior than their current post, the CEO agrees to pay that employee at a rate of pay commensurate with the acting position. An employee so appointed shall receive the difference between the employee's rate of pay and a rate within the range of the post to which she/he has been assigned, as determined by the CEO (See Schedule 1 for Salary Ranges). Such appointments shall be made by a letter from the manager or designee and shall contain the duration of the assignment and the compensation for that assignment.

ARTICLE 25: VACATION

25.1 All employees covered by this Agreement shall be granted vacation with pay as follows:

Length of employment	Vacation entitlement
Up to 2 years	20 days per year
2 years but less than 5 years	22 days per year
5 years but less than 10 years	24 days per year
10 years but less than 15 years	26 days per year
15 years but less than 20 years	28 days per year
More than 20 years	31 days per year

25.2 Vacation entitlement is per calendar year (January to December) and days are accrued each month. Employees may be approved for vacation prior to accruing the days within the year, as long as the total requested for the year does not exceed the total entitlement for the year.

25.3 Days requested within the year, after an employee has exhausted their full year’s entitlement, may be approved by the CEO as unpaid days only, until the vacation accrual period renews on 1st January. Employees will not be approved to use vacation accruals from the subsequent year.

25.4 Increases in vacation based on length of service will be applied according to the employee’s initial start date, prorated for any portion of the vacation year remaining.

25.5 Vacation pay shall be deposited in the normal payroll manner unless otherwise requested in writing and agreed by the manager.

25.6 A maximum of ten (10) vacation days in aggregate may be carried forward from 31st December to 1st January. More than 10 days may be carried over with the permission of the CEO.

25.7 Employee vacation entitlement is accrued over a 12-month period (Once an employee has exhausted all of their paid vacation days (including accrued, carried over, merit days etc), that employee may request approval from the CEO to take unpaid leave until the vacation accrual period renews.

25.8 Vacation entitlement is accrued during probation but may not be taken during the probationary period unless agreed otherwise with the CEO.

25.9 An employee whose services are terminated shall be entitled to all accrued vacation entitlements, provided that the employee has served a minimum period of six (6) months with the Health Council.

- 25.10 An employee whose services are terminated shall be entitled to all accrued vacation entitlements, provided that the employee has served a minimum period of six (6) months with the Health Council.
- 25.11 Requests for vacation should be submitted no less than 3 full business days in advance of the first day of requested leave. It is understandable that in certain circumstances this may not be possible; in these instances, the employee should seek verbal approval from their manager prior to submitting the formal request.
- 25.12 Vacation requests will not be withheld because a manager is out on vacation. In these instances, the employee must seek approval from their interim manager first and when this is not possible, a member of management with authority to approve vacation.
- 25.13 Managers must make every reasonable effort to respond to vacation requests as soon as they are submitted.

ARTICLE 26: SICK LEAVE

- 26.1 Employees absent due to genuine illness shall receive full sick leave benefits and must make every effort to notify their manager as early as possible.
- 26.2 Paid leave entitlement shall be 80 business days/ in total which includes eight (8) uncertified days and 72 certified days, unless otherwise agreed with the CEO.
- 26.3 For the avoidance of doubt, uncertified days applies to those periods of 3 days or less where a medical certificate from a registered health professional, has not been provided. Certified days applies to any period of sick leave where a medical certificate from a registered health professional has been provided.
- 26.4 In a case of illness lasting for 3 days or more, the employee shall on the fourth (4th) day of such illness, submit to the manager or designee a medical certificate signed and dated by a registered health professional. Failure to do so prior to completion of the current pay period (or next pay period if less than 5 business days from the end of the current period) will result in unpaid leave from the 4th day, unless otherwise approved by the CEO.
- 26.5 Upon submission of a medical certificate, sick days will be recorded as certified. In the absence of a medical certificate, for periods less than 4 days, sick days will be recorded as uncertified.
- 26.6 Further periods of sick leave, that is exceeding 80 days, (certified or uncertified) may be granted at the discretion of the CEO, with the impact to salary during that period, to be negotiated between the employee and the CEO.

- 26.7 **Carer’s Leave:** Any employee shall be entitled to an aggregate of fifteen (15) days, paid leave annually to be deducted from his/her sick leave entitlement, to care for family members, in accordance with the Health Council’s Carer’s Leave Benefit Policy. In these cases, the CEO may require the employee to supply documentary evidence to support a request for leave under this article. However, in any case on the 4th day of such leave, the employee must provide a medical certificate from a locally registered health professional. Requests for Carer’s Leave to be granted for overseas travel, or requests for additional days of local carer’s leave may be approved by the CEO.
- 26.8 In cases where it is known or anticipated that sick leave will exceed 3 business days, the employee should notify their manager in advance or as soon as possible to allow for arrangements to be made to manage the workload in the employee’s absence.
- 26.9 It is advantageous not to abuse sick leave allowance. No one knows when a lengthy illness or serious accident will prevent us from working. Defend your family by using your sick leave entitlement only at times needed.

ARTICLE 27: MATERNITY AND PATERNITY LEAVE

- 27.1 **MATERNITY LEAVE:** Maternity leave entitlement is based on the applicable employee’s period of continuous employment prior to the delivery date provided that the employee produces a medical certificate attesting to the pregnancy and the probable date of delivery. Such leave shall be granted by the CEO as follows:

<i>Period of continuous employment</i>	<i>Paid Leave</i>	<i>Unpaid Leave</i>
12 months or more	Up to twenty (20) weeks	Up to four (4) weeks
Less than 12 months	Five (5) days per month of continuous service	Up to twelve (12) weeks

- 27.2 In any case, regardless of the period of continuous employment, the employee will not return to work until at least eight (8) weeks post-delivery with paid and unpaid periods as per the table above.
- 27.3 The pregnant employee shall give the medical certificate to the manager of human resources, no later than four (4) months before the employee’s expected date of delivery who shall in turn, advise the CEO.
- 27.4 The employee who is granted paid maternity leave shall resume work with the Health Council for a minimum of one month. Failure to return to work shall obligate the employee to refund four (4) weeks of pay. Exception to this term shall be made when mutually agreed by the CEO and the employee.
- 27.5 In the event of an employee having a stillborn child after twenty (20) weeks of pregnancy or a premature childbirth, maternity leave may be granted in full or part dependent upon the particular circumstance, and upon presentation of medical certification.
- 27.6 Maternity leave will be deemed to commence on the date of delivery or sooner if the applicant voluntarily elects to finish work prior to the date of delivery and/or on the advice of her physician. Depending on the circumstance, the employee shall commence unpaid or paid maternity leave unless covered by a sick certificate as described in Article 26.

- 27.8 Maternity leave shall not be treated as sick leave.
- 27.9 **PATERNITY LEAVE:** A male employee shall be granted twenty (20) days paid paternity leave and up to an additional fifteen (15) unpaid days for the purposes of assisting or caring for his child or children or the mother. Such leave shall be granted once (1) per birth.
- 27.10 If the mother is unavailable, the father will be granted the equivalent of maternity leave.
- 27.11 **ADOPTION LEAVE:** In the case of adopting a child under the age of twelve (12) months, the primary caregiver shall be granted leave equivalent to maternity leave. In the case of adopting a child through school leaving age, the primary caregiver will be granted up to twelve (12) weeks paid leave.
- 27.12 Such leave begins on the day that the child is taken home by the parent. The secondary caregiver may be granted leave under the equivalent terms to the paternity leave provisions.

ARTICLE 28: LEAVE OF ABSENCE

PAID LEAVE

28.1(a) Authorized Leave

Reasonable leave of absence with pay shall be granted to no more than two (2) employees, when required to take part in discussions between the Health Council and the Union.

28.1(b) Compassionate Leave

1. Upon receipt by the manager of a request, an employee shall be granted leave of absence without loss of pay of five (5) days for local funerals and seven (7) days for overseas funerals in the case of the death of a grandparent, parent, foster parent, spouse, common-law wife/husband, brother, sister, child, mother-in-law, father-in-law.
2. Upon receipt by the manager of a request, an employee shall be granted leave of absence without loss of pay of up to one (1) day to attend the funeral of a grandchild and blood related aunt or uncle and any person who, at the time of death is a closely associated member of the household, and resident in that household.
3. Further periods of compassionate leave may be granted at the discretion of the manager in unusual circumstances where delays may occur, such as a death abroad with the funeral in Bermuda.
4. Further periods of leave may be granted at the discretion of the CEO for all other circumstances.

28.1(c) Personal Leave

1. Employees are encouraged whenever possible to arrange appointments such as doctors and dentists visits and any other personal business during off duty hours. If time off for such reason is required during working hours, the employee must give as much advance notice as possible to his/her manager. The manager is likewise encouraged to ensure that every possible effort is made to arrange work to permit the employee to attend such matters without suffering loss of pay.
2. When an employee is a defendant in a court of law the employee shall present the manager with a subpoena or a letter from a lawyer requesting the employee to appear as such.

28.1(d) 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 when mutually agreed between the Health Council and the Union.

28.1(e) Public Duties

1. When practicable, the employee will be granted leave of absence with pay during working hours to attend meetings when the employee is a member of:
 - any Government Board
 - the Senate or House of Assembly
 - any other body as prescribed
2. **Jury and Witness Duty:** Leave of absence for jury and witness 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 jury and witness duty upon presentation of a subpoena or a letter from a lawyer requesting the employee to appear as a witness or summons for the jury selection process.
3. **Military Duty/ Bermuda Regiment:** Leave of absence for Military/Regiment 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/Regiment Duty.
4. **Voting:** In the case of a Parliamentary General or Bye-Election in Bermuda, the employee shall be given reasonable leave of absence to be able to record their vote. Employees shall be granted time off as is necessary for you to vote in a parliamentary election as described under Parliamentary Election Act 1978.
5. **Reserve Police:** Subject to the exigencies of the service and at the discretion of the manager, 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. Such leave of absence will not be withheld unreasonably.
6. The CEO in collaboration with the manager shall grant paid leave to an employee, on officially sanctioned events such as:
 - Sporting Events (representing Bermuda)
 - National Representation
 - Trade Union Activities

II. UNPAID LEAVE

1. Leave of absence, without pay, may, at the discretion of the CEO, 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.
2. Subject to the needs of the Health Council, leave of absence without pay shall be granted by the manager and/or CEO for an official or delegated representative of the Union to engage in Union business without loss of seniority. Such leave shall not exceed three (3) months in one year and shall be granted at the discretion of the manager and/or CEO.
3. All requests for unpaid leave must be made in writing and in accordance with the Health Council's Leave Policy. In the absence of an applicable leave policy, requests must be made in writing, to the employee's manager and the CEO, stating the duration of, and reason for leave. The granting of such requests is entirely at the discretion of the CEO in collaboration with the manager.

III. PROFESSIONAL DEVELOPMENT & EDUCATIONAL DAYS

1. The Health Council will, whenever and wherever practicable, provide adequate in-house and external training to improve efficiency, knowledge and proficiency of employees and assist them in preparation for advancement in the service of the Health Council.
2. The Union undertakes to give the necessary training in labour relations to their Union representatives.

ARTICLE 29: SALARY SCALES

- 29.1 The employees' salary scales shall be as set forth in Schedule 1. Salary shall be paid to employees monthly as mutually agreed by the Health Council and the Union.

ARTICLE 30: COST OF LIVING ADJUSTMENTS

- 30.1 The rate, frequency and effective date of cost of living adjustments may be based on agreements between Government and the Union and/or Health Council Board approval.

ARTICLE 31: OVERTIME AND TIME IN LIEU

- 31.1 Every effort shall be made to avoid regular overtime working over extended periods; however, the Health Council acknowledges that in some cases it may be unavoidable.
- 31.2. In these cases, the additional hours must be recorded and approved by the employee's manager or designee using the appropriate request form or in the absence of a request form, in writing detailing the date(s) and anticipated hours.

- 31.3 An employee who is authorized to work overtime shall be granted time off in lieu at the following rate:
- All hours of continuous work performed, in addition to regular hours of work, on Monday to Friday, shall be compensated at time and one half ($1\frac{1}{2}$).
 - All hours performed on Saturdays and Sundays are at double (x2) time.
 - All hours performed during Public Holidays are at double time plus an additional day in lieu (see Article 19)
- 31.4 Employees who have been granted time off in lieu should arrange to take such time off as soon as is reasonably possible or no later than the current calendar year.
- 31.5 On occasion, employees may be approved, by the CEO to receive payment for overtime at the rates listed in 31.3.

ARTICLE 32: PAY SLIPS

- 32.1 All employees shall have their pay deposited directly into the local bank and bank account of their choice, by no later than 11:00 a.m. Friday of the pay week for weekly paid staff or the fourth last working day of the month for monthly paid staff. Employees will be issued an advice slip via email with the following information:
- Name of employee
 - Period to which the pay applies
 - Regular hours
 - Overtime hours
 - Gross earnings
 - Any bonuses
 - Itemised deductions
 - Contributions under the Payroll Tax Act
 - Contributions under the Contributory Pensions Act
 - Union dues and charitable donations
 - Agency Shop subscriptions
 - Net Earnings

ARTICLE 33: CONTINUANCE

- 33.1 If for any reason on 1st November 2021 there are no changes in the rate of pay, and terms and conditions existing as of 31st October 2021 then until such time as a negotiated pay settlement has been reached, those rates of pay, and terms and conditions existing as of 31st October 2021 shall without prejudice continue to apply.

ARTICLE 34: UNION MEMBERSHIP & DUES

- 34.1 The Health Council is a unionized environment, thus eligible employees of the Health Council are entitled to be full members of the BPSU which entitles them to various membership benefits such as, but not limited to, representation and support with employment matters, voting rights.
- 34.2 As such, eligible employees of the Health Council agree to have their pay deducted each month for Union dues or contributions, for 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 fourteen (14) working days following the month in which the deductions were made.
- 34.3 For employees that do not wish to be members of the Union, the Health Council shall deduct from their pay, the equivalent in monthly dues and equally split that deduction between the Union and a charity selected by that employee as prescribed by the Trade Union and Labour Relations Consolidation Act 2021.

ARTICLE 35: PENSION AND HEALTH INSURANCE

- 35.1 Shall be in accordance with the Bermuda Health Council's employees' health insurance plan and the Public Service Superannuation Act 1981 and subsequent amendments thereto.

ARTICLE 36: JOINT CONSULTATIVE COMMITTEE

- 36.1 The Health Council and the Union agree to establish and maintain a Joint Consultative Committee, which shall consist of four (4) members – two (2) representatives from the Union and two (2) from the Health Council. The Committee is solely consultative and advisory. Meetings shall be held as requested by either party.

ARTICLE 37: TEMPORARY & PART-TIME EMPLOYEES

- 37.1 All temporary employees employed for periods in excess of three (3) months, and not exceeding twelve (12) months, and part-time employees shall be entitled to pro-rated benefits and other terms and conditions of employment outlined in the Employee Handbook and this Collective Agreement unless specifically exempted or excluded e.g. time off for Union activities, subsidized local or overseas training except in exceptional circumstances, non-applicable leave based on length of services e.g. maternity or retirement leave, etc.
- 37.2 In all cases, regardless of length of anticipated period of employment, temporary and part-time employees will be provided with a written "Statement of Employment" that outlines the terms and conditions of service and will refer, where appropriate, to other relevant documentation, e.g. the employee Handbook and this Agreement.

ARTICLE 38: JOB VACANCIES

- 38.1 It is agreed that notices of all vacancies will be posted internally, via email, for the lesser of a 7-day period or once all employees have confirmed their interest in writing, prior to being advertised externally. Internal applicants will be given first preference subject to qualifications, job requirements and the needs of the Health Council.

- 38.2 The Health Council agrees to notify all current Health Council staff of the proposed creation of any new job titles.

ARTICLE 39: REDUNDANCY

- 39.1 For the purposes of this Agreement, redundancy shall be interpreted as meaning the abolishment of the post for which the employee was hired, which arises out of the introduction of other work methods, reorganisation, restructuring, amalgamation or contraction of its services or privatisation.
- 39.2 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:

<i>Period of continuous employment</i>	<i>Redundancy Pay</i>
Less than one (1) year of service	Nil
After one (1) year of continuous service (for each whole year)	Four (4) weeks per year from start of continuous employment
After one (1) year of continuous service (for a portion of a year)	4/52 of the period in weeks

ARTICLE 40: LAYOFFS

- 40.1 Where layoffs are necessitated, the Health Council 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 Personal Leave under Article 28.
- 40.2 The Health Council shall guarantee the employee re-employment from layoff, without loss of seniority, within a period of thirty (30) days, unless mutually agreed otherwise, failing which benefits under Article 39 shall apply.
- 40.3 In the event that adverse conditions or developments in its operations are considered by the Health Council to warrant an unusual reduction in the labour force, the manager / designee will consult ahead with the Union representatives so that positive steps may be taken by all parties concerned to avert or minimize as far as possible reductions of the work force by the adoption of appropriate measures, without prejudice to the efficient and economic operation of the undertaking.
- 40.4 In the event that more than one employee is laid off, the Health Council shall establish a recall list with one copy to the Union. Employees shall normally be listed and recalled on the following basis:
- Seniority
 - Staff with specialized knowledge that is essential for the continued operation of service

The Health Council shall provide to the Union, six (6) weeks written notice of its intention to lay-off staff prior to notifying staff and consult with the Union for the purposes of ensuring that the terms and conditions of the employees are upheld.

ARTICLE 41: BULLYING, HARASSMENT & INCIVILITY

- 41.1 Every employee is entitled to employment free of bullying, harassment (including sexual harassment) and incivility.
- 41.2 Bullying is defined as the habitual display of offensive behaviour intended to harm, intimidate, humiliate, undermine or coerce a person or group of employees and includes but is not limited to, ostracising, ridiculing, shouting at, threatening, and verbally abusing a person or group of employees.
- 41.3 Harassment is any verbal or physical conduct designed to threaten, intimidate or coerce an employee, co-worker, or any person working for, or on behalf of the Health Council, including but not limited to, an individual persistently engaging another individual in comment or conduct which is unwelcome, abusive or hostile, or an individual engaging in comment or conduct towards another employee in a vexatious manner.
- 41.4 Sexual harassment includes any one or more incidences of the following:
- Use of sexually suggestive words, comments, jokes, gestures or actions that annoy, alarm or abuse a person;
 - The initiation of uninvited physical contact with a person;
 - The initiation of unwelcome sexual advances or the request of sexual favours from a person;
 - Asking a person an intrusive question that is of a sexual nature pertaining to that person's private life;
 - Transmitting sexually offensive writing or material of any kind;
 - Making sexually offensive telephone or internet calls or sending sexually offensive messages to a person, or
 - Any other sexually suggestive conduct in circumstances where a reasonable person would consider conduct to be offensive.
- 41.5 Incivility is antisocial behaviour which is perceived as rude, discourteous, impolite, alienating or possibly violating the norms of good behaviour as they relate to organizational values. Behaviour can be overt, subtle and covert with ambiguous or direct intent to psychologically harm or derail the target.
- 41.6 The Health Council and the Union recognize that workplace bullying, harassment and/or incivility are forms of misconduct or gross misconduct depending on the circumstances of the incident. Bullying, harassment and incivility undermine the integrity of the employment relationship and may adversely affect the employee's performance. Therefore, the parties pledge a workplace free of bullying, harassment and incivility and mutually agree to identify and work to eliminate such occurrences.
- 41.7 Any incidents that arise shall be handled through the disciplinary process noted in Article 16.

ARTICLE 42: ANTI-DISCRIMINATION

- 42.1 In accordance with the Human Rights Act 1981, the Health Council agrees not to discriminate against any employee with regard to race, ancestry, place of origin, colour, religious beliefs, sex, physical or mental disability, marital status, pregnancy, family status (having a child born out of wedlock), age, sexual orientation, height, weight, political opinion, or criminal record (except where there are valid reasons relevant to the nature of the particular offence for which he/she is convicted that would justify the difference in treatment).
- 42.2 The Union agrees to admit all persons eligible for membership and to represent all members without regard to the same criteria outlined above.

ARTICLE 43: OCCUPATIONAL SAFETY & HEALTH

- 43.1 It is the policy of the Health Council to provide and maintain for its employees places and conditions of employment that are free from recognised hazards that are causing or are likely to cause death or serious physical harm. Consistent with this policy, the Health Council is committed to provide its employees with a work environment free from health risks associated with exposure to chemical, physical and biological agents.
- 43.2 The Health Council agrees to adhere to the Occupational Safety and Health Act 1982. The Health Council further agrees to identify a Health & Safety Officer and to ensure that the officer receives appropriate training in the workplace.

ARTICLE 44: TECHNOLOGICAL AND OTHER CHANGES

- 44.1 In the event of any job changes impacting upon the terms and conditions applicable to one or more posts or a post holder's continued employment as a result of technological change, reorganisation, revised working methods, privatisation or contracting out, the Health Council undertakes to give at least ninety (90) days' notice in writing to the Union of its intentions for a meaningful dialogue to take place between them prior to the introduction of any such changes for the purpose of ensuring that the terms of this agreements are upheld.
- 44.2 The Health Council further agrees that any technological changes that significantly alter the tasks and/or skills required of any employee in a post, or if any technological change permanently displaces any employee, the Health Council agrees to provide the opportunity of training for that employee at the Health Council's expense for a new post resulting from the technological change or for another equivalent post.
- 44.3 Prior to making a decision to privatise, contract out/outsource an existing Health Council function or activity that permanently displaces any employee, the Health Council shall give the Union ninety (90) days written notice of its intention and obtain the views through consultation with the Union for the purposes of ensuring that the terms and conditions of the employees are upheld.

- 44.4 Employees affected by 44.3 may be deemed redundant (Article 39) or given the option to apply for a vacant position within the Health Council.
- 44.5 Proper consultation is undertaken at a time when proposals are still at a formative stage. It must include sufficient reasons for particular proposals to allow those consulted to give intelligent consideration and an intelligent response.

ARTICLE 45: PRINTING OF THE AGREEMENT

- 45.1 The Health Council shall be responsible for printing and/or providing an electronic copy of this Agreement to all applicable staff members within three (3) months of the signing of the Collective Agreement. The Health Council shall also provide up to four (4) copies to the Union, upon request.

ARTICLE 46: MATTERS NOT SPECIFICALLY INCLUDED

- 46.1 In the event that matters may arise which are not specifically covered by the terms of this Agreement, they shall be mutually agreed by the manager and the Union who shall be guided by the Health Council's Employee Handbook, Health Council's Financial Instructions and internal operational policies and procedures.

ARTICLE 47: DURATION

- 47.1 This Agreement shall come into force on the 1st November, 2021 and shall expire on the 31st October 2024.

SIGNED ON BEHALF OF THE BERMUDA HEALTH COUNCIL AND THE BERMUDA PUBLIC SERVICES UNION (SIGNATURES ON FILE)

SCHEDULE 1: SALARY RANGES

The Health Council Salary Ranges are set internally and listed against Government's PS scales.

Job Families	Comparable	Low 2021	High 2021
CEO	PS 45 - 51	\$ 172,025.00	\$ 223,675.00
Senior Director	PS 45 - 47	\$ 172,025.00	\$ 187,743.00
Director	PS 42 - 45	\$ 150,866.00	\$ 172,025.00
Senior Programme Manager	PS 40 - 42	\$ 138,266.00	\$ 150,866.00
Programme Manager	PS 36 - 40	\$ 118,644.00	\$ 138,266.00
Project Manager III	PS 35 - 38	\$ 114,409.00	\$ 127,619.00
Project Manager II	PS 33 - 35	\$ 106,699.00	\$ 114,409.00
Project Manager I	PS 31 - 33	\$ 99,849.00	\$ 106,699.00
Project Associate III	PS 28 - 31	\$ 89,536.00	\$ 99,849.00
Project Associate II	PS 25 - 28	\$ 80,769.00	\$ 89,536.00
Project Associate I	PS 23 - 25	\$ 76,418.00	\$ 83,356.00
Project Officer	PS 17 - 23	\$ 61,794.00	\$ 76,418.00
Communications Officer, III	PS 29 - 32	\$ 92,846.00	\$ 103,555.00
Communications Officer, II	PS 26 - 29	\$ 83,356.00	\$ 92,846.00
Communications Officer, I	PS 23 - 26	\$ 76,418.00	\$ 83,356.00
Outreach Coordinator	PS 17 - 23	\$ 61,794.00	\$ 76,418.00
Administrative Assistant III	PS 20 - 23	\$ 68,877.00	\$ 76,418.00
Administrative Assistant II	PS 17 - 20	\$ 61,794.00	\$ 68,877.00
Administrative Assistant I	PS 11 - 17	\$ 51,397.00	\$ 61,794.00
Summer Associate or Summer Project Officer	8-10 Weeks	\$ 3,000.00	\$ 6,000.00

SCHEDULE 2: INTERNAL POLICIES, PROCEDURES AND CHECKLISTS

Policies (Corporate Office policies and guidance on execution of operational processes)	
<ul style="list-style-type: none"> ▪ Accounting Policy ▪ Appeals Policy ▪ Clean Desk Policy ▪ Complaints and Queries Policy ▪ Digital Device Policy ▪ Filing Policy 	<ul style="list-style-type: none"> ▪ Fixed Asset Policy ▪ Governance Policy ▪ Payroll Adjustment Policy ▪ Performance Recognition Policy ▪ Staff Leave Policy ▪ Training Request Policy
Procedures (guidance on execution of legislated functions)	
<ul style="list-style-type: none"> ▪ Claims Regulations Manual ▪ Ethical Conduct Procedure – Bribery, Gifts and Hospitality 	<ul style="list-style-type: none"> ▪ PATI Procedure ▪ Relicensing of Health Insurance Plans, Companies and Approved Schemes
Checklists (steps for completing less complex processes)	
<ul style="list-style-type: none"> ▪ Annual Health Council Board Checklist ▪ Annual Report Preparation Checklist ▪ Audit Checklist ▪ Board Committee Coordination Checklist ▪ Green Office Checklist ▪ New Employee Or Summer Student Checklist 	<ul style="list-style-type: none"> ▪ Reception Checklist ▪ Recruitment Checklist ▪ Training Checklist ▪ Visitors in the Workplace ▪ Written Communications Guidance