BR 32/2002

POLICE ACT 1974

1974 : 85

POLICE (CONDITIONS OF SERVICE) ORDER 2002

In exercise of the powers conferred upon the Governor by section 32 of the Police Act 1974, the following order is hereby made:—

Citation

1 This Order may be cited as the Police (Conditions Of Service) Order 2002.

Interpretation

2 In this Order—

"BPA" means the Bermuda Police Association;

"BPS" means the Bermuda Police Service;

"COP" means the Commissioner of Police;

"COSO" means the Police (Conditions of Service) Order 2002;

"member" means a member of the Bermuda Police Service;

"recruit" means a newly recruited member;

"shift" means the hours rostered for work on any day;

"split shift" means the hours rostered for work on any day, which are worked in two parts representing the equivalent of a shift;

"spouse" includes persons living together in common law relationships.

Revokes BR 54/95

3 The Police (Conditions of Service) Order 1995 is revoked.

Conditions of Service

4 The provisions of the Schedule to this Order shall apply to regulate the conditions of service of members.

TABLE OF CONTENTS

1.	**PERIOD OF ENGAGEMENT**	**6**
1.1	Overseas Recruit	6
1.2	Bermudian Recruit	6
1.3	Re-hire of Police officers	6
1.4	Temporary Police officers	8
2.	**PASSAGES AND BAGGAGE**	**8**
2.10	Overseas Members - Repayment of Travel Expenses	10
3.	**DISCHARGE**	**10**
4.	**RESIGNATION**	**11**
5.	**OTHER ENGAGEMENTS**	**11**
5.3	Secondary Employment Guidelines	12
5.4	Secondary Employment Regulations	13
6.	**SALARY**	**14**
6.1	Salary Scales	14
6.2	Chief Inspectors Salary Change	15
7.	**COMBINED ALLOWANCE**	**15**
8.	**QUARTERS**	**16**
9.	**MEDICAL TREATMENT**	**16**
9.11	Injuries on Duty	17
9.12	Personal Physicians	17
9.13	Dental Treatment	18
9.14	Periodic Medical Examinations	18
10.	**DISCIPLINE**	**18**

11.	**UNIFORM AND EQUIPMENT**	**19**
12.	**HOURS OF WORK**	**19**
12.7	Rest Days/Additional Rostered Rest Days	20
12.8	Cancellation of Rest Days	20
12.9	Shift Premium	20
13.	**ALLOWANCES AND EXTRA DUTY**	**20**
13.1	Extra Duty	20
13.2	Telephone Allowance	21
13.3	Plain Clothes Allowance	21
13.4	Out of Pocket Allowance	22
13.5	Shift Change Allowance	22
13.6	On-Call Allowance	22
13.7	Housing Allowance	24
14.	**OVERTIME**	**24**
14.1	Time and One-half	24
14.2	Double Time	25
14.3	Special Call-in Overtime	25
14.4	Work Outside Normal Duty (Special Call-in)	25
14.5	Public Holidays	26
14.6	Overtime Rates for Acting Ranks	26
15.	**REFRESHMENT BREAK**	**26**
16.	**LONG SERVICE RANK STEP**	**26**
17.	**LEAVE AND TERMINAL PAYMENTS**	**26**
17.1	Sick Leave	27
17.2	Compassionate Leave	27
17.3	Bereavement Leave	27
17.4	Family Related Emergency Leave	28
17.5	Maternity Leave	28
17.6	Paternity Leave	29
17.7	Special Leave With Pay	29
17.8	Pre-Retirement Leave	30

17.9	Annual Leave	30
17.10	Cancellation of Annual Leave	31
17.11	Leave Scales	31
18.	**CAREER BREAK**	**31**
18.1	Introduction	31
18.2	Career Break Rules and Regulations	32
18.3	Eligibility	33
18.4	Applications	34
18.5	Termination of Career Break	34
19.	**PENSIONS**	**35**
20.	**PROMOTION**	**35**
21.	**POLICE RECREATION CLUB**	**35**
22.	**POLICE ASSOCIATION WORK**	**35**
22.1	Administrative Work	35
22.2	Training	35
23.	**HUMAN RESOURCE ADMINISTRATION**	**36**
23.1	Personal Files	36
23.2	Personal File System	36
23.3	Performance Log	36
23.4	Succession Planning Form	36
23.5	Career Development Interviews	37
23.6	Child Care Services	37
23.7	Pre-Retirement Workshops	37
23.8	Long Service Award	37
23.9	Attendance Record	38
23.10	Payment for Poor Working Conditions	38
23.11	Late Payment of Overtime/Salaries	39
23.12	Shift Schedules	39
24.	**HARASSMENT POLICY**	**39**
25.	**THE GRIEVANCE POLICY**	**39**
25.1	The Objective of the Grievance Policy	40

25.2	Problem-Solving Before Applying for the Grievance Process	40
25.3	Alternative Dispute Resolution (ADR)	41
25.4	Access to the ADR Process	42
25.5	Conclusion to the ADR	42
25.6	The Grievance Process	43
25.7	What is a Grievance?	43
25.8	Who Can File a Grievance?	43
25.9	Administration of a Grievance	43
25.10	Submitting a Grievance	44
25.11	The Grievance Advisory Board	44
25.12	Decisions of the GAB	46
25.13	Grievance Procedure - Level I	46
25.14	Grievance Procedure - Level II	47
25.15	Grievance Procedure - Level III	47
25.16	Grievance Procedure - Time Limits	48
26.	**SUPPLEMENTARY**	**49**
ANNEX I		50
ANNEX II		54
ANNEX III		56
ANNEX IV		58
ANNEX V		59
ANNEX VI		60

SCHEDULE
CONDITIONS OF SERVICE

1. <u>PERIOD OF ENGAGEMENT</u>

1.1. Overseas Recruit

1.1.1 An overseas recruit will be appointed for an initial period of five years commencing from the date of arrival in Bermuda. The first three

years will be a probationary period. On satisfactory completion of the probationary period the member may be confirmed in his post.

1.1.2 On completion of the initial five year contract, or any subsequent contract a member may—

(a) be appointed as a pensionable member, at which time all contract service will be taken into account for pension purposes; or

(b) be re-appointed as a contract member for any period up to five years without the requirement of a further period of probation.

1.2 Bermudian Recruit

A Bermudian recruit will be a pensionable member from the date of enrolment. The first three years of service will be a probationary period and on satisfactory completion of such period, the member may be confirmed in his post.

1.3. Rehire of Police Officers

1.3.1 The Commissioner retains the right to decide whether or not a member who has resigned will be permitted to reenlist.

1.3.2 When a former member is permitted to reenlist, the Seniority List will be adjusted to reflect his period of absence according to the following criteria—

(a) in the case of a Sergeant being reappointed as a Sergeant, he shall be placed on the Seniority List with his date of promotion recalculated to take into account his period of absence;

(b) in the case of a member being reappointed as a Constable, he shall be placed on the Seniority List with his date of appointment recalculated to take into account his period of absence.

1.3.3 Where salary pay scales are concerned, a member who is permitted to reenlist will be reinstated according to the following criteria:

(a) in the case of a former Constable applying to reenlist—

(i) he will be reinstated at his previous incremental scale, provided that not more than six (6) months has elapsed between the dates of resignation and reenlistment,

(ii) if the period of absence exceeds six (6) months, then the Constable will be reinstated at one step

below the increment scale he was receiving at the date of his resignation;

(b) in the case of a former Sergeant applying to reenlist—

(i) if the period of absence is less than six (6) months between the dates of resignation and re-enlistment, he may be reinstated at the rank of Sergeant at the discretion of the Commissioner,

(ii) if the member is reinstated as a Sergeant then he will be reinstated at his previous incremental scale,

(iii) if the member is reinstated as a Constable, then the member will be reinstated at the top Constable's increment.

1.3.4 It must be clearly understood that reenlistment is dependent upon the strength of the Service at the time of application and that in the case of Sergeants, there can be no guarantee that rank will be restored.

1.3.5. All Promotion Boards qualifications will be rendered null and void unless the member reenlists within six (6) months of his resignation or retirement.

1.3.6 Members, who apply to reenlist, must obtain a certificate of dental and medical fitness and pass the Service Physical Fitness Test.

1.3.7 Rejoining members will have their training needs assessed on an individual basis, before they are reappointed. A specific training plan will be developed after consultation with the Human Resource Manager, and the officer in charge of the Training Department.

1.3.8 Members who reenlist in excess of 6 months after their resignation or retirement will have their driving skills reassessed by Driving School before being allowed to resume driving duties. Previously earned driving qualifications may be reinstated as a result.

1.3.9 These changes reflect seniority, pay and training issues.

1.4 Temporary Police Officers

1.4.1 A Temporary Police Officer is a trained Bermudian or non-Bermudian spouse of a Bermudian, and a former Police Officer confirmed as a Constable before leaving the Bermuda Police Service. He will be hired under specific terms and conditions under a fixed contract of not less than three weeks and not more

than four months. The intention is for these officers to assist the Service during times when the Service is not at full strength. Limited terms and conditions of service will apply generally consistent with Government regulations for the hiring of temporary employees and as agreed between the Bermuda Police Association and the Bermuda Police Service in the "Guidelines for the Employment of Temporary Police Officers (TPO's) in the Bermuda Police Service".

1.4.2 The guidelines with respect to the recruitment and employment of Temporary Police Officers are set out at **ANNEX I**.

2. PASSAGES AND BAGGAGE

2.1 The Government will provide the overseas member with rail/bus or sea fare, second class, from his home to airport of departure and economy class air ticket to Bermuda and on satisfactory completion of his agreement, or on his discharge under the provisions of paragraph 3 of this Schedule, with an air passage from Bermuda to airport of disembarkation in the country of recruitment, together with rail/bus or sea fare to his home, provided he claims and avails himself of such passage within one month from the date of such completion or discharge.

2.2 The member will be provided with free outward and return passages on completion of two-and-one-half years and at the completion of the five year contract provided he has been appointed as a pensionable member or has been reappointed for a further period as a contract officer.

2.3 The member who has been reappointed for further periods of contract service will be provided with outward and return passages at the end of each completed contract.

2.4 The member's spouse and dependent children up to the age of eighteen will similarly be provided with passages provided they are residing with the member at the time of travel.

2.5 The member will be expected to travel by air (economy/excursion rate applicable to the period of leave in country of recruitment). If, however, the Government Medical Officer responsible for police certifies that a member is unfit to travel by air, he will be provided with equivalent cost of the air ticket towards his sea passage. Where the member's unfitness to travel by air is a result of an accident or injury, sustained in the course of his duty, the full cost of his sea passage will be provided. No member who travels by sea may receive more than the actual cost of his sea passage.

2.6 In the event that the member wishes to travel to a place of his choice as an alternative to returning to the place of his recruitment, the passage granted may be used to defray the cost of travel provided that the passage allowance is only used for travel and not accommodation or other non-travel expenses. He may not receive a refund of any unspent balance of the passage allowance.

2.7 An officer recruited from overseas shall on first appointment be entitled to an allowance towards the cost of crating and transporting (but not storing, insuring or customs charge) his baggage and personal effects from his home at the place of recruitment to his place of embarkation for Bermuda, then to Bermuda, and from his place of disembarkation in Bermuda to his residential accommodation in accordance with the following—

(a) single officer - the actual cost not to exceed the equivalent current airfreight charge plus the cost of door-to-door road haulage for 150 kilos (330 lbs.);
(b) these provisions apply on first appointment also to Bermudians domiciled overseas on appointment to permanent posts in Bermuda.

2.8 Officers will be required to submit vouchers and receipts in support of claims for payment of an allowance under 2.7 (a) and (b) and will be required to execute an agreement in the form specified by the Attorney-General to refund such allowances in certain contingencies.

2.9 Any member who is finished his appointment or contract, resigns or retires from the Service, who does not possess Bermuda status and who vouches in writing that he is leaving Bermuda permanently, will be granted a one way passage to his destination, for himself, his spouse and any children under 18 years of age at the time of resignation or retirement; provided that each passage does not exceed the cost of a one-way passage to return members to their place of recruitment.

2.10 Overseas Members - Repayment of Travel Expenses

Should an overseas contract member resign or otherwise depart the Bermuda Police before completing his contract, he will be required to refund a proportionate part of the travel expenses to Bermuda. The member will also be responsible for payment of his own passage on departure from Bermuda.

3. DISCHARGE

3.1 A member may be discharged at any time in accordance with existing legislation, for example for the following reasons—

(a) when pronounced physically or mentally unfit for further service by a Staff Medical Board;
(b) when sentenced to be dismissed from the Service for misconduct;
(c) if, during the course of or at the end of his initial training period he has failed to reach the required standard;
(d) if during the course of, or at the end of the probationary period, the Commissioner of Police considers that he is unlikely to become an efficient member;
(e) if circumstances arise for which he is responsible and which, in the opinion of the appropriate authority, render him unsuitable for properly carrying out the duties of a member of the Police Service;
(f) if the appropriate authority is of the opinion that such discharge is necessary in the public interest.

3.2 The Commissioner of Police has agreed that he will not use the provisions of section 3.1 (e) and (f) until a clear definition is obtained from the Attorney-General's Chambers on "appropriate authority".

4. RESIGNATION

4.1 No member may resign without the permission of the Commissioner of Police. Members of the service, including cadets, wishing to resign their appointment, shall give written notice to the Commissioner of their intention and shall state their last working day and last day of service.

4.2 Each member who resigns shall give the following notice of his resignation.

4.2.1 Members up to and including the rank of Sergeant will be allowed to resign one month from their last day of duty, or less if circumstances dictate, taking into consideration the operational requirements of the Service.

4.2.2 Members in the rank of Inspector and above will be allowed to resign three months from their last day of duty, or less if circumstances dictate, taking into consideration the operational requirements of the Service.

4.3 No member shall be authorised to resign in the event of him being indebted to the Bermuda Police Service, or him having disciplinary proceedings pending against him.

4.4 Where a member has internal discipline proceedings pending against him, the Commissioner of Police may reject his request to resign. The Commissioner of Police will take into account on a case-by-case basis, the severity of the alleged offence, the public interest, and the interest of discipline in the Service. If the Commissioner of Police denies a request to resign because of a pending discipline investigation, he will inform the member in writing of the reasons for denying the request. The Commissioner of Police will ensure that the discipline process in cases such as these are given priority.

5. OTHER ENGAGEMENTS

5.1 Subject to immigration restrictions, the Commissioner of Police will consider individual applications from members to engage in employment outside the Service and will not withhold permission without reasonable cause. Members recognise that employment in the Police Service is pre-eminent and failure to report for police duty when ordered to do so shall be considered as a breach of the Police (Discipline) Orders 1975.

5.2 If a member is convicted of a disciplinary offence as a result of his abuse of this provision, the Commissioner of Police shall have the right to withdraw this privilege from that member for a period not exceeding two (2) years.

5.3 Secondary Employment Guidelines

5.3.1 Secondary employment for members will be permitted subject to the provisions of the Secondary Employment Policy.

5.3.2 For the purpose of this policy, a member means a serving Police Officer of the Bermuda Police Service.

5.3.3 If a Police Officer wishes to engage in secondary employment, he must submit a formal request to do so through his Divisional Commander or Department Head, or both.

5.3.4 The request for secondary employment must be made in writing and contain full details of the position, particulars of the company, including its principals, the type of work being carried out in the company, the hours to be worked, whether the position is full-time or part-time and whether the request is for employment for a specific period of time.

5.3.5 The Divisional Commander who receives notification from a Police Officer seeking permission to have secondary employment will discuss the application with the member and seek clarification or details additional to the written request, if needed.

5.3.6 In discussing secondary employment with members, Divisional Commanders and Department Heads shall take into consideration the following in preparing their report and recommendations to the Commissioner of Police—

(a) whether the secondary employment would interfere with the member's assigned duties within the Service;
(b) whether the member's attendance and productivity records are satisfactory;
(c) whether the member has a high frequency of complaints against him;
(d) whether the secondary employment workplace is frequented by convicted felons;
(e) whether suspected illegal activities are being conducted at the secondary employment workplace;
(f) whether the nature of activities at the secondary employment workplace would bring discredit upon the Police Service.

5.3.7 Upon review of the application, the Divisional Commander will formulate his recommendations in regard to the application and inform the member of these recommendations in writing.

5.3.8 The application, together with the recommendations of the Divisional Commander, will be forwarded to the Commissioner of Police for approval.

5.3.9 The Commissioner of Police will retain the right to deny or cancel secondary employment if there is evidence that the member's performance has been seriously affected by his decision to hold another job, or if there is evidence of an abuse of the regulations outlined in this policy.

5.3.10 If a member's application for secondary employment is denied, he may file a grievance in accordance with the Grievance Policy. If the decision to deny secondary employment was made by the Commissioner of Police, the grievance will be referred to the Permanent Police Tribunal and dealt with at this level as identified in the Grievance Policy.

5.4 Secondary Employment Regulations:

5.4.1 The following regulations will apply to all police officers in the BPS.

5.4.2 Restrictions will be imposed on the total number of hours a member will be allowed to work on a secondary job. This is necessary to prevent situations where the member, his co-worker or a member of the general public could be placed in danger as a result of fatigue, or other factors caused by the member being

involved in secondary employment. These controls are also necessary to prevent any impact on a member's commitment to his primary duties as a Police Officer.

5.4.3 Members of the Service shall not use any facility or resource of the Service while engaged in secondary employment activities, and shall not wear any articles of uniform identifying him as a member of the Service.

5.4.4 A member cannot work at any secondary employment within 24 hours of the beginning of the shift in which the member fails to report for duty due to any use of sick time.

5.4.5 No more than 16 hours including regular police duties, overtime and extra duty may be worked in any 24-hour period.

5.4.6 A member must cease any approved secondary employment no later than four (4) hours before taking up regular duties on the night shift.

5.4.7 Police Officers are prohibited from engaging in any secondary employment that will place them or the Service in disrepute.

5.4.8 Police Officers shall not be permitted to engage in secondary employment involving the following activities:

(a) private investigator;
(b) bill collector, process server or bailiff;
(c) insurance adjuster or investigator;
(d) paid escort, or an employee of an escort or dating agency;
(e) owner, operator or employee of a licensed public premises or other business, the primary purpose of which is to serve, sell, buy or deliver alcoholic beverages or where gaming is permitted;
(f) an appointment to any paralegal position;
(g) legal representative or advisor or agent in legal proceedings;
(h) motor vehicle collision investigator or assessor;
(i) activities, which would result in the disclosure of confidential police methods, operations, techniques or information;
(j) any occupation, which requires the person to be equipped with an offence-related object, i.e. a baton;
(k) any occupations or businesses that are regulated by or that must be licensed by the Bermuda Police Service;
(l) work of any kind by a member, as a peace officer for any other police force or service or agency other than the

Bermuda Police Service unless approved by the Commissioner of Police.

5.4.9 Where a member is engaged in a secondary employment occupation in a licensed premise where the primary purpose is not to serve, sell, buy or deliver intoxicating liquor, the member must not actually sell, buy or deliver intoxicating liquor. (For example, a cashier in a grocery store must make administrative arrangements with the manager so as not to be responsible for the selling, buying or delivery of intoxicating liquor).

6. SALARY

6.1 Salary Scales

Salary scales are set out at **ANNEX III** to this document. Standardised differentials between the ranks and between the steps within the ranks have been introduced into the salary schedule. The differential between steps within the ranks for Constables have been set at 4.05%. The differential between steps within the ranks for Sergeant, Inspector and Chief Inspector have been set at 3.50%. The differentials between the ranks up to Inspector have been set at 3.75%. An enhanced differential between the Inspector's and Chief Inspector's ranks has been set at 12 % to compensate for the lost of the right to earn overtime.

6.2 Chief Inspectors Salary Change

As a result of a study requested by the BPA and the BPS, Management Services Department carried out a study of the Chief Inspector's salary. An increase to overcome compression with the Inspector's salary has been included and Chief Inspectors will no longer claim overtime as a consequence of this salary improvement. Chief Inspectors authorised to work additional hours may be granted equivalent time off in lieu by the Commissioner of Police.

7. COMBINED ALLOWANCE

7.1 This allowance is paid as a supplement to members up to and including the rank of Assistant Commissioner of Police.

7.2 For the combined premium for Constables, the benchmark will be the Step 4 salary grade level. The combined premium will be 10% of this grade. For Sergeants, the benchmark will be the Step 2 salary grade level. The combined premium will be 8% of this grade. For Inspectors and above, the combined premium benchmark will be the Step 2 salary grade level for each rank. The combined premium will be 6% of this grade.

Rank	Benchmark	Combined Premium at 10.1.99
Constable	Step 4	10%
Sergeant	Step 2	8%
Inspector & Above	Step 2	6%

8. QUARTERS

In the case of a member who is unmarried and on contract, the Government will provide furnished barrack quarters for which the member will be charged rent at the rates in force from time to time. The member will be required to pay for his meals.

9 MEDICAL TREATMENT

9.1 The Government will undertake a study of the feasibility of establishing another post for a Medical Officer with responsibility for the Police Service.

9.2 All members of the Bermuda Police Service shall be entitled, without payment, to such medical advice and treatment, including surgical operations, specialist examinations and medicines as may be available. This includes any ophthalmic treatment, including free spectacles, where the member is 40 years of age or over, or the member has completed three years or more in the Police Service; provided the Government Medical Officer has recommended the need for spectacles. The cost of lenses, which shall include contact lenses, as prescribed, shall be met in full, and the cost of frames shall be met to a maximum of $200.00.

9.3 A member who is prevented by illness from reporting for duty shall immediately notify his Divisional Officer or Unit Officer.

9.4 Except in cases of emergency, before reporting sick a member must see the Government Medical Officer or a physician of his choice and be certified unfit for duty.

9.5 Any member receiving medical treatment or attention other than emergency treatment at King Edward VII Memorial Hospital without prior permission of a Government Medical Officer will be held responsible for any expenses incurred.

9.6 Personnel receiving private medical treatment of any nature whatsoever will submit a report to the Commissioner of Police outlining the reason for, and the nature of, the treatment and the name of the doctor. In the event that the matter is of a

confidential nature, the information should be submitted directly to the Commissioner of Police under confidential cover or given by way of a personal interview.

9.7 When the Commissioner of Police is informed of the medical treatment of a member and the illness is of a confidential nature, the information will be sealed and marked CONFIDENTIAL and kept in a restricted location only to be accessed by the Assistant Commissioner or higher rank. The Commissioner of Police will not disclose this information to any other persons without the written consent of the member. The only exception will be during the convening of a Medical Board to discuss the medical discharge of a member.

9.8 If a member contracts an illness, or sustains an injury which can not be adequately treated in Bermuda, provision may be made for such treatment outside Bermuda where a Government Medical Officer certifies it is necessary and unavailable in Bermuda.

9.9 Where a member is dangerously ill and his relatives reside outside Bermuda, arrangements will be made by the Commissioner of Police for them to be informed, together with any changes in his condition.

9.10 Emergency medical expenses incurred by members whilst on leave away from Bermuda will be admitted as a charge against the Government, provided they are supported by a doctor's certificate, a written report from the member and copies of any receipts.

9.11 Injuries on Duty

9.11.1 When a member receives an injury on duty, or when engaged in a sport approved by the Commissioner of Police, a full report will be submitted to the Commissioner of Police; in case of injury on duty, both by the member and by his Divisional or Unit Officer.

9.11.2 When a member is taken to King Edward VII Memorial Hospital Emergency Department, he will give the name of the Government Medical Officer as his doctor. Where the member has a family doctor, this doctor's name will also be given. The hospital authorities will be responsible for informing the Government Medical Officer of the admittance to hospital of police officers.

9.11.3 Upon discharge from hospital, or in any case within twenty-four hours, the member will report as soon as possible to the Government Medical Officer in order to obtain a medical certificate and further treatment if required.

9.11.4 Members who fall under the category of "off duty sick" will be subject to any rules and restrictions as the Commissioner of Police may direct.

9.12 Personal Physicians

9.12.1 Except in cases of emergency, before reporting sick members must see a physician and be certified unfit for duty.

9.12.2 Members will have the option to see the Government Medical Officer or a physician of their choice.

9.12.3 This does not apply to those periods of sick leave when the production of a certificate is not required.

9.13 Dental Treatment

9.13.1 All members are entitled to free limited dental treatment by approved dentists, provided such treatment is considered necessary for the member's good health and continuance of service.

9.13.2 The entitlement provided for by paragraph 9.13.1 does not cover any work considered by an approved dentist to be exclusively cosmetic.

9.13.3 No member will be permitted free dental treatment unless he has obtained a written statement from an approved dentist for the work to be carried out and received approval from the Commissioner of Police.

9.13.4 Where a member is injured on duty, or engaged in authorised police sports, the member will be entitled to free dental treatment to repair any injury sustained.

9.14 Periodic Medical Examinations

9.14.1 The Government Medical Officer has prepared a report entitled *'Health Maintenance Protocol - Age and Risk Factors'.*

9.14.2 The COP and BPA support the Government Medical Officer's recommendations and the need to implement this protocol immediately.

9.14.3 The Human Resource Manager shall be responsible for administering the protocol.

9.14.4 Medical examinations should be provided either through the member's personal doctor or through the Government Medical Officer until a dedicated Police Medical Officer has been appointed.

10. <u>DISCIPLINE</u>

Members up to and including the rank of Chief Inspector, will be subject to the Police (Discipline) Orders 1975 and any other Regulations governing discipline made from time to time for that purpose.

11. UNIFORM AND EQUIPMENT

11.1 The member shall be provided, initially free of charge, with uniform and equipment including weapons at such scale of issue as the Commissioner may from time to time direct and on a replacement basis thereafter.

11.2 The safekeeping of such uniform and equipment will become the sole responsibility of the member to whom it is issued. The member will be answerable to the Commissioner in the event of loss, damage or destruction of any item so issued.

11.3 Where such loss, damage or destruction is the result of negligence on the part of the member, disciplinary proceedings may follow, but in any event, the member may be required to pay all or part of the cost of replacing the item so lost, damaged or destroyed.

11.4 When on duty in uniform, no member shall wear any item of uniform clothing or use any item of equipment other than that which is approved by the Commissioner.

12. HOURS OF WORK

12.1 A 28-day cycle requiring 160 hours of work is currently in existence.

12.2 A new shift schedule is being developed. A "Trial" of this shift schedule is underway for St Georges. This shift schedule has been designed to provide better coverage and more appropriate rest periods for members of the Uniform Division and CID located in the Division. Should the new shift schedule prove satisfactory to both management and the Association, it may be considered for implementation in other Divisions, Departments or units in the Service.

12.3 Hours of work and shift schedules will be based on a calendar day beginning and ending at midnight.

12.4 All shift schedules will reflect the correct day that duties and rest days are allocated. i.e. night shifts will begin at 0001 Hrs on the day that the duties are required. This provision allows for those divisions or departments that start at 2300 Hrs to continue but the hours worked will be shown on all records as being done on the correct Gregorian day.

12.5 Shift schedule changes will be posted one cycle prior to the commencement of the shift schedule. Members of the Service will be compensated if shift schedules or rest days are cancelled or changed without the prescribed notice as set out in this Order.

12.6 Members on shifts are still required to report at their place of work fifteen (15) minutes prior to the start of their tour of duty.

12.7 Rest Days/Additional Rostered Rest Days

All members of the Service shall be granted 8 days leave in each 28-day period (subject to the exigencies of the Service) known as rest day leave.

12.8 Cancellation of Rest Days

12.8.1 Where a member is required to work a normal rest day or an Additional Rest Day (ARD), the member will be granted a day in lieu at a future date to be agreed by the supervisor and the member, provided the member is given a minimum of eight (8) days notice of the requirement to work.

12.8.2 If less than eight (8) days notice is given then the member is entitled to claim a payment which will be at double the hours worked.

12.8.3 Members who are transferred for discipline or performance reasons and who during the course of their transfer have their rest days changed will not be entitled to claim this compensation.

12.9 Shift Premium

12.9.1 The BPS is currently experimenting with a new shift schedule as a pilot project. It has been agreed that a review of the shift premium to be paid will be carried out once a decision has been made regarding the new Shift Schedule Policy and when a Service-wide Shift Schedule has been implemented, if that is chosen.

12.9.2 For the whole of any shift worked by a member of, or below, the rank of Inspector in such a way that at least four (4) hours of the time worked on that shift shall fall between 1600 hours on any day and 0800 the following day, the member shall be paid, in addition to his basic pay, an allowance equivalent to his basic pay for three quarters (3/4) of an hour. Notwithstanding the above, where four (4) hours are worked between midnight and 0400 an additional one-quarter (1/4) hour shall be paid.

13. <u>ALLOWANCES AND EXTRA DUTY</u>

13.1 Extra Duty

13.1.1 The rates for allowances and extra duty will be determined during negotiations.

13.1.2 This allowance is paid to members hired by private persons for the performance of duties outside the ordinary functions of the police. An additional $2.00 per hour will be charged and paid into the Police Rewards and Fines Fund when the hirer is a non-Governmental agency.

13.1.3 A new rate was determined by taking Step 4 of the Constables, Step 2 of the Sergeants and Step 1 of the Inspectors and multiplying them by 1.5.

13.1.4 The Government extra duty rate is as follows:

Constable	$33.61 per hour
Sergeant	$41.44 per hour
Inspector	$47.22 per hour

13.2 Telephone Allowance

13.2.1 The Telephone Allowance is to be abolished and replaced by a telephone call recording system that will track and report actual calls made.

13.2.2 All Officers making police business-related calls while they are away from police telephone facilities will be reimbursed for actual calls made.

13.2.3 Officers performing duties overseas will obtain and submit a record of official calls made on business-related matters. All business-related calls will be reimbursed upon submission of substantiated records.

13.2.4 The present Telephone Allowance will continue to be paid to all personnel with twenty-four hour responsibility until a form of telephone call recording and reporting system becomes operational.

13.3 Plain Clothes Allowance

13.3.1 Those members instructed by the Commissioner to wear plain clothes on a regular basis will receive a plain clothes allowance, the rate of which is set out in Annex III.

13.3.2 In addition to the provisions set out in the COSO; the plain clothes allowance will also be granted to those members of the Service who are required to intermittently wear plain clothes for any period.

13.3.3 Members authorised and required to wear plain clothes in the course of their duties will record the number of days such requirement occurs.

13.3.4 When a minimum of 20 working days has been accumulated, a member may claim for the payment of a monthly allowance, through Divisional Commanders.

13.4 Out of Pocket Allowance

The Out of Pocket Allowance will be abolished in favour of allowing all members to claim actual expenses on the basis of an expenses claim form.

13.5 Shift Change Allowance

13.5.1 The former Task Force Allowance will now be called the Shift Change Allowance, and will apply to all departments.

13.5.2 If there is a change to of at least three (3) hours to the shift commencement time and less than seventy-two (72) hours notice is given prior to the change, a member is entitled to claim one (1) hour overtime.

13.5.3 This allowance will not apply when the shift change is made for disciplinary or performance reasons.

13.6 On-Call Allowance

13.6.1 The Bermuda Police Service, as part of its responsibilities, is required to have available on a twenty-four (24) hour basis, a pool of Police Officers to respond to situations requiring a specialised Police Service presence.

13.6.2 Divisional Commanders, Department Managers and Unit Leaders will be required to identify a list of positions within their area of responsibility where persons will be expected to provide "on call" services. They are also responsible for ensuring that the "on call" policy is administered in an effective and efficient manner and only those individuals will be identified who, for operational reasons, are required to respond to calls after normal working hours.

13.6.3 Persons working in these positions will be notified of the "on call" requirements and an "on call" rotational roster will be completed providing the individuals "on call" with at least 28 days' notice. If such notice has not been given, the officer will be allowed the option of accepting or rejecting the "on call" roster spot. These persons will also be issued with a personal pager and they will ensure that during any "on call" periods COMOPS is aware of their pager number.

13.6.4 Officers will be compensated for every eight-hour period that they are "on call", excluding normal duty time, at a rate of one (1) hour. This rate will double on statutory holidays to two (2) hours for every eight-hour period of "on call".

13.6.5 When an officer who is "on call" is called out to an incident, this order relating to overtime will apply to any period worked.

13.6.6 Police Officers identified on the "on call" roster will be in a state of readiness that will allow them to perform the functions that are necessary if called out.

13.6.7 After the roster has been published and accepted, police officers "on-call" must be promptly available for duty throughout the period between going off duty on one day and the next period of duty.

13.6.8 The consumption of alcohol or any medicinal drug (prescription or otherwise) which will impair the ability of the officer to perform the required duties for which he is on call is strictly forbidden during the eight (8) hour period immediately preceding the commencement of the "on call" period or whilst "on call". The provisions of paragraphs 13.6.9 and 13.6.10 will govern officers who are required to be on call for the purpose of providing firearms response.

13.6.9 The consumption of alcohol is strictly forbidden whilst "on call" or during the twenty-four hour (24) period immediately preceding the commencement of the "on call" period.

13.6.10 The use of medicinal drugs (prescription or otherwise) can impair the alertness and performance of Police Officers carrying out specialised duties. Whilst "on call", any officer who takes any medication will report the fact to the ERT Co-ordinator, who will make an assessment of that member's ability to remain "on call", based on the likely affects and side effects of the medication. If necessary the advice of a medical practitioner will be sought.

13.6.11 Whilst "on-call", officers will ensure that they carry personal issue pagers at all times. The officer to whom a pager is issued is responsible for ensuring that it is functioning correctly at all times. Regular testing and reporting of any faults is an essential duty of the "on call" officer.

13.6.12 When "on-call", officers will make arrangements to ensure that they are within 30 minutes travelling time from the place where they would normally report to commence their duties if called upon to do so. When requested, they shall respond immediately to the place of normal employment or any other place directed by COMOPS.

13.6.13 Officers will ensure that they are able to respond as in 13.6.6. Any sickness, injury or other impediment to their ability to respond to a call-out should be reported to the person in charge of COMOPS and their supervisor immediately.

13.6.14 Officers "on-call" will be required to justify any failure to respond to a call-out request in accordance with the foregoing and may be subject to disciplinary proceedings.

13.6.15 Officers will not be entitled to the payment of "on-call" allowance when on sick leave or annual leave or if they have breached any of the aforesaid provisions.

13.6.16 Divisional Commanders, Department Managers and Unit Leaders will be responsible for providing a monthly roster of those officers detailed to perform "on-call" duty to COMOPS and shall notify COMOPS of any changes in personnel due to sick leave or other circumstances.

13.6.17 At the end of each month, an Hours Worked Form, detailing the period of "on call" and the hours of compensation claimed will be submitted via Divisional Commanders or Department Managers to the Manager Finance and Administration so that the member's overtime record will be credited.

13.7 Housing Allowance

This allowance is paid to the Commissioner and Deputy Commissioner.

14. OVERTIME

14.1 Time and One-half:

14.1.1 Time and one-half shall be paid for work done on—

(a) extended shift - being continuous hours a member is detailed to work in excess of a normal shift (eight hours);
(b) overtime - being any additional hours a member is detailed to work in excess of a normal shift, (eight hours) for which overtime at double time is not specified.

14.2 Double Time

14.2.1 Double time shall be paid for work done on—

(a) rostered double shift - being those continuous hours a member is detailed to work as a double shift (i.e. - a total of 16 hours of continuous duty). If a member is required to work a double shift, then double time shall be paid for the whole or part of the second shift, if released from duty early;
(b) extended shift - being any continuous hours a member is detailed to work in excess of a normal (eight hour) shift if a

member is required to work a continuous shift, then the first four (4) hours in excess of eight shall be paid at time and one-half (1 1/2), and those hours in excess of twelve shall be paid at double time; and

(c) rest days and public holidays.

14.3 Special Call-in Overtime

14.3.1 Where a member is called in or required to work overtime within one hour before, or within one hour after, his normal duty, he shall be paid the appropriate overtime for the overtime so worked.

14.3.2 Where a member is called in to work overtime more than one hour before, or more than one hour after, his normal duty, he shall be paid the appropriate overtime for the overtime so worked or four (4) hours overtime, whichever is the greater.

14.4 Work Outside Normal Duty Time (Special Call-In)

If a member is required to attend more than one hour before or after the normal duty time, e.g., for an official meeting, overtime will be paid at the appropriate premium rate for the hours attended or for four (4) hours at normal time, whichever is greater. If a member is required to attend for duty or an official meeting on a rest day, the member will receive a minimum of four (4) hours pay at the appropriate premium rate.

14.5 Public Holidays

Where a member is required to work on a rest day or additional rostered rest day which falls on a public holiday, he will receive double time for the day worked (8 hours minimum worked), plus a further eight (8) hours paid at normal time as payment for the loss of a rest day or public holiday.

14.6 Overtime Rates for Acting Ranks

14.6.1 Members working in acting ranks for periods for which they would receive acting pay will also be compensated for overtime at the rate pertinent to the rank in which they are performing the duty (up to the rank of Inspector).

14.6.2 The same provisions will also apply to extra duty.

15. REFRESHMENT BREAK

15.1. Where a member works either a continuous shift or a split shift without a refreshment break, the member shall be paid for a lost refreshment hour at the rate of time and one half

15.2 On any duty where a minimum of five hours is worked, members will be entitled to a refreshment break of 30 minutes.

15.3 When a period between five and eight hours is worked, the member will be entitled to a 1-hour refreshment break.

15.4 In cases where more than 8 hours are worked, members will be entitled to a 30 minute refreshment break for every 4 hours worked.

15.5 Where a member works either a continuous shift or a split shift without a refreshment break, the member shall be paid for a lost refreshment break at the rate of time and one half.

16. LONG SERVICE RANK STEP

16.1 A Police Constable who does not take or takes and fails to pass the Sergeant's examination will progress to PA Step 10 and after then completing twelve (12) years as a Police Constable, will progress to PA Step 11.

16.2 A Police Constable who takes and passes the Sergeant's examination without being promoted to the rank of Sergeant will progress to rank Step 11 provided he has completed one (1) year on PA Step 10. The effective date of progress to Step 11 will be the first of the month following the passing of the examination.

16.3 A Sergeant will progress to PA Step 15 by annual increments and will progress to rank Step 16 after fifteen (15) years service. All Sergeants must proceed through the full incremental stage before being eligible for PA Step 16.

16.4 The qualification for the Long Service Rank Step for constables will be passing parts one and two of the promotion system.

17. LEAVE AND TERMINAL PAYMENTS

17.1 Sick Leave

17.1.1 The granting of 63 days of sick leave will be eliminated in favour of a more compassionate and flexible policy.

17.1.2 The granting of sick leave will be made following the advice of the Government Medical Officer.

17.1.3 In cases of serious illness, the prognosis of full recovery will determine the options available to the COP. These options include extending the sick leave period or convening a Medical Review Board.

17.1.4 Annual leave will no longer be applied to absence caused by certified sickness.

17.1.5 If a member is unable to attend work due to sickness, he will be permitted four (4) non-certified sick days in any calendar year. Members will be allowed to use two (2) consecutive non-certified sick days but on the third day of sickness a certificate for all sick leave must be produced.

17.1.6 Periods of sick leave shall be included in computing the period of service in respect of which leave is due. Sick leave shall not be granted outside Bermuda without the authority of the Commissioner of Police.

17.1.7 No member may return to duty before the expiration of sick or maternity leave without certification by their personal physician or the Government Medical Officer.

17.2 Compassionate leave

17.2.1 The COP may grant compassionate leave not exceeding 30 days.

17.2.2 Such leave shall be with pay and will apply to circumstances related to the immediate family to include the member's spouse, significant other, children, mother, father, brother, sister, and grandparents.

17.3 Bereavement Leave

Upon receipt of a request, leave of absence of up to three (3) days will be granted for local funerals and up to five (5) days for overseas funerals shall be granted by the Commissioner of Police in the case of death of a grandparent, parent, foster parent, spouse, brother, sister, child, parent-in-law, and any other person who at the time of death is a blood relation. Such leave will not affect the member's annual leave entitlement.

17.4 Family Related Emergency Leave

17.4.1 It has been agreed that family related emergency leave with pay shall be granted to a maximum of 48 hours or six days per year, with a minimum of 4 hours for each incident.

17.4.2 Such leave is to assist in medical, dental or related treatment or care for spouse, children and dependant family including where there is urgent domestic distress.

17.4.3 Divisional Commanders may grant such family related emergency leave and will maintain a record, which will be submitted monthly to the Manager of Finance and Administration.

17.4.4 In addition, the COP may grant additional family related emergency leave at his discretion under special circumstances.

17.5 Maternity Leave

17.5.1 Pregnant members shall, on application to the Commissioner of Police, be granted twelve (12) weeks maternity leave, provided that—

(a) the officer presents to the Commissioner of Police at least three (3) months before the expected date of delivery, a certificate from a medical practitioner showing the expected date of delivery;
(b) the member has completed at least twelve (12) months continuous service at the date the baby is born;
(c) the member is obliged to return to duty for a period of at least three (3) months following the completion of her maternity leave;
(d) maternity leave will be deemed to commence on the date of delivery or sooner if the member voluntarily elects to finish work prior to the date of delivery;
(e) if the member is absent from work owing to illness prior to the commencement of maternity leave, this leave will be treated as sick leave within the member's annual sick leave entitlement;
(f) a pregnant woman may work up to the date of delivery unless the attending physician advises otherwise, in which case leave prior to the date of delivery will be considered as sick leave entitlement;
(g) public holidays occurring during the period of maternity leave shall not reckon against entitlement to paid maternity leave;
(h) when returning to work from maternity leave the member must present a medical certificate from a registered medical practitioner stating that she is fit to return to work;
(i) paid maternity leave in full or in part, upon presentation of a medical certificate, in the event of a member having a stillbirth shall be at the discretion of the Commissioner of Police;
(j) in the event that a pregnant member miscarries after the Commissioner of Police has been notified of the pregnancy; this will be considered as sick leave;
(k) if the member, for any reason, elects not to return to work for at least three (3) months after maternity leave, or only works a portion of the compulsory three (3) months, then the Commissioner of Police will consider the circumstances of the case and shall exercise his discretion and determine whether the member concerned shall refund any or all moneys paid. Decisions made in this regard by the Commissioner of Police will not be considered to have the effect of setting a precedent;

(l) annual leave entitlement may be added to the maternity leave entitlement with the approval of the Commissioner of Police;

(m) further periods of unpaid leave may be granted at the discretion of the Commissioner of Police upon application explaining the circumstances that exist concerning either the mother or child and supported by a medical certificate. Decisions made in this regard by the Commissioner of Police will not be considered to have the effect of setting a precedent.

17.6 Paternity Leave

17.6.1 After a child is born, where the father is a member involved in a recognized relationship he will be permitted paternity leave up to seven consecutive days with pay including scheduled rest days to care for the mother and the infant.

17.6.2 This leave will not require the production of a medical certificate. However, the member must inform the Commissioner of Police by way of an A45, of the expected date of delivery at least two months prior to the date of commencing the paternity leave.

17.7 Special Leave With Pay

17.7.1 At the discretion of the COP and dependent on the exigencies of the Service, any police officer may be granted 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.

17.7.2 Such leave shall not exceed the number of days required for the actual event and for travelling to and from the place arranged for the event.

17.8 Pre-Retirement Leave

17.8.1 The following pre-retirement leave policy came into effect on 1 January 1966. This is in addition to any accumulated annual leave—

Less than 10 years completed service	NIL
10 - 14 years completed service	4 weeks
15 - 19 years completed service	6 weeks
20 - 24 years completed service	8 weeks
25 - 29 years completed service	10 weeks
30 years or over completed service	12 weeks

17.8.2 All such leave must be applied for and taken before the date of retirement.

17.9 Annual Leave

17.9.1 Annual leave will no longer be tied to the date of engagement but will be tied to the fiscal year (1st April to 31st March).

17.9.2 Annual leave can be taken on a half-shift basis, and the number of times should be unlimited with a minimum of half of a shift.

17.9.3 If a member produces a sick certificate for a period of illness whilst on annual leave, then the member shall be credited the amount of such certified sick days towards their Annual Leave record.

17.9.4 Members will be allowed to 'carry over' 12 days annual leave per year up to a maximum of 36 days.

17.9.5 Members who carry over more than 36 days in any three-year period shall forfeit the excess days.

17.9.6 Those members who, prior to this agreement, have more than 36 days of accumulated annual leave will be grand-fathered. Managers and supervisors will encourage those individuals who fall within this category to meet the requirements of this policy.

17.10 Cancellation of Annual Leave

17.10.1 When annual leave, whether local or foreign, is cancelled, reimbursement of documented expenses relating to the cancellation of the annual leave for the member will be paid for the immediate family, to include the member, and the member's spouse, children and dependants.

17.10.2 Flexibility and discretion must be exercised by Divisional Commanders to enable the member to re-schedule annual leave as soon as possible and practicable.

17.10.3 Any member recalled from annual leave (local or overseas) to attend to police business shall be credited with three days for each of the first two days of recall and two days for each of the remaining days.

17.10.4 If a member has been recalled from local leave, for the first day of the recall, he will have the option of claiming overtime at the appropriate rest day rate or choosing to claim as per paragraph 17.10.3.

17.11 Leave Scales

17.11.1 Annual leave entitlements will be based on time served rather than rank, it excludes rest days and public holidays and the framework will be as follows:

Up to 10 years	-	24 days
10 - 15 years	-	26 days
15 - 20 years	-	27 days
20 - 25 years	-	28 days
25 years and over	-	29 days

17.11.2 This framework will apply to all ranks represented by the BPA and any officer currently receiving higher levels of leave will continue at that level.

18. CAREER BREAK

18.1 Introduction

18.1.1 A career break can be offered for professional or personal development purposes or for domestic considerations.

18.1.2 "Career break" is defined as an extended absence from work without pay, for a minimum of six months up to and including a maximum of two years, which guarantees that a member can return to work for the Bermuda Police Service within certain conditions.

18.1.3 A person on career break will remain a "member" of the service for all purposes, including being subject to the Police Act and the SSI's of the Service.

18.1.4 Members wishing to take a career break must be prepared to support their request with the following information—

(a) length of career break being requested;
(b) the intended purpose of the career break;
(c) the benefit that will accrue to the Service by providing the member with a career break.

18.1.5 The Service will agree to a career break subject to, and dependent upon, the current and projected human resources circumstances prevailing at the time of the member's application for a career break.

18.1.6 Due to the emergent circumstances in the Bermuda Police Service, and a rapidly changing operational environment, the maximum career break that can be considered is for two years. Career breaks in excess of this would jeopardize members' ability to qualify for re-entry into the Service.

18.2 Career Break Rules and Regulations

18.2.1 The applicant will agree to the following—

(a) in return for a career break the member will guarantee to return to employment with the Service and to remain in employment with the Service for at least two years from the date of re-entry;

(b) the member will, upon completion of the career break, return to duty at the same grade and rank as that held at the beginning of the career break;

(c) the member may be required on re-entry to the Service to immediately undertake training to certification levels required in the Service at the time of re-entry;

(d) all seniority will be suspended from the date of the beginning of the career break until the day of returning to duty;

(e) the employer's contributions payments to pension and other supplementary benefits will be suspended during the period of the career break;

(f) the member will enter into a contract in writing that will be signed by the applicant at the commencement of the career break period;

(g) during the period of a career break, members will not qualify for promotion, pension or salary and pay increments. No allowances will be payable during the period of the career break;

(h) no pension payments will be made by the employer on behalf of the employee during the period of the career break. The member will pay the existing Sun Life Group Insurance Plan costs at his own expense during the period of the career break;

(i) three (3) months prior to the expected date of return the officer must contact the Commissioner to arrange notice of return date and to arrange a posting;

(j) members on career break wishing to return to work earlier than the agreed date in their contract will normally be expected to give three (3) months notice. However, if this is likely to cause undue hardship, consideration will be given to arranging an immediate return to work;

(k) members using their career break for educational or other developmental purposes and having a holiday period, may request a suspension of the career break in order to work in the Service during holidays. The Commissioner of Police will consider such requests in the light of existing human resource requirements at the time of request;

18.3 Eligibility

18.3.1 All members, from Constable to Chief Inspector inclusive are eligible to apply for a career break, provided that—

(a) no member under probation in any rank is eligible for a career break while in the probationary period;
(b) overseas police officers on three-year non-renewable contracts are not eligible for a career break;
(c) in the case of a Bermudian police officer, he must have completed at least three (3) years of continuous service;
(d) in the case of a non-Bermudian police officer, he will be eligible for a career break if deemed to be permanently employed and pensionable;
(e) the member applying for a career break is not under discipline or pending disciplinary proceedings at the time of the application for the career break;
(f) the member has attained a minimum performance appraisal rating of "satisfactory" in the last two rating periods.
(g) the application for the career break must be submitted through the member's Divisional Commander, who must indicate support or non-support of the application.

18.4 Applications

18.4.1 Applications detailing the reasons for the career break and its proposed duration are to be submitted on a career break application form.

18.4.2 The career break application form will be submitted to the responsible Divisional Officer not less than three months prior to the requested date of commencement of the career break.

18.4.3 Divisional Commanders will interview applicants for career breaks and will add their personal recommendations with respect to the application prior to forwarding applications to the Human Resource Manager. Divisional Commanders will satisfy themselves that the member is committed to returning to the Service upon completion of the career break and that the stated rationale for the career break is valid and reliable.

18.4.4 The Human Resource Manager will forward all applications, along with pertinent support materials, to the Commissioner of Police for consideration and approval.

18.4.5 Such pertinent support materials will include the member's sick record, outstanding complaints, details of court dates, and any

other information, which may assist in determining the merit of the application.

18.4.6 The Commissioner may approve career breaks up to two years duration by exercising delegated powers as approved by His Excellency, the Governor.

18.4.7 Applicants who are approved will be notified as soon as possible after their application has been processed. Those requiring or wishing an early notification of approval will submit their applications in such timely manner as to support an earlier decision of their eligibility.

18.4.8 If the application is denied, the applicant will be provided with the reason for the refusal of the career break.

18.5 Termination of Career Break

18.5.1 Applicants can terminate the career break at any time. The request to do so will be submitted to the Human Resource Manager.

18.5.2 The Service can suspend or terminate a career break at any time for emergency operational needs of the Service, but must provide a minimum of three months notice to the member on career break. Every effort will be made not to suspend a career break contract once it has been approved.

19. PENSIONS

Police pensions shall be awarded in accordance with legislation governing the award of pensions to public servants.

20. PROMOTION

20.1 Promotions are made on merit. There are opportunities for members of the right calibre to be advanced eventually to the higher (gazetted) ranks.

20.2 The Commissioner of Police will seek the input of the Bermuda Police Association when any changes to the promotion process policy for the ranks of Chief Inspector and below is under consideration.

20.3 The Commissioner of Police will permit a Bermuda Police Association "observer" position at the interview stage of the promotion process for the ranks of Chief Inspector and below.

21. POLICE RECREATION CLUB

All members shall join the Police Recreation Club and shall renew their membership annually.

22. POLICE ASSOCIATION WORK

22.1 Administrative Work

22.1.1 Subject to the approval of the COP, the BPA will be allowed to designate a member of the Executive Committee to carry out the administrative responsibilities of the BPA on a full time basis where the exigencies of the Service permit.

22.1.2 In addition, subject to the approval of the COP, members of the BPA will be allowed service time to carry out administrative duties associated with BPA work.

22.2 Training

22.2.1 Subject to the approval of the COP, delegations of the BPA will be permitted to attend training courses, seminars and conferences locally or overseas, that are relevant to the nature of the BPA's representation. Such leave will be given as service leave.

23. HUMAN RESOURCE ADMINISTRATION

23.1 Personal Files

Members will be allowed, on a request to the Career Development Officer, to see all of their personal files. Any issues or matters that are contained in their files that the member wishes to contend can be addressed at this time.

23.2 Personal File System

A complete review of the BPS Records Management System as it relates to personnel files will be carried out. Included in the review will be the design of a form to capture all key data on Police Officers' postings, training, transfers, marital status, education, skills etc. This form will be used to assist management in succession planning and other human resource processes.

23.3 Performance Log

23.3.1 A performance log form has been developed to document positive and negative performance. The document is designed, as a tool to provide feedback between the supervisor and the subordinate in regards to performance issues.

23.3.2 The document will be prepared in triplicate; the Divisional Commander will retain the original, and copies will be provided for the supervisor and the subordinate.

23.3.3 The document must be presented to the subordinate as soon as practicable after the incident that gave rise to the positive or negative report.

23.3.4 In the case of a negative report, the subordinate should be given the opportunity through training, coaching and counselling to improve or remedy the deficiency or deficiencies.

23.3.5 The performance log may be used at appraisal time but no negative report will be used unless it can be demonstrated that the incident that gave rise to the negative behaviour has not been corrected. Positive incidents may be reported on appraisals.

23.4 Succession Planning Form

The BPS will introduce a succession planning form, as well as policies and procedures to be used when Department or Unit vacancies occur.

23.5 Career Development Interviews

23.5.1 The Career Development Officer will conduct career development interviews. These will be held at least once every three years or more often, as circumstances dictate. They will also be held immediately prior to a transfer or on being promoted.

23.5.2 All persons leaving the BPS will be afforded an exit interview with the Career Development Officer.

23.6 Child Care Services

A bi-partisan committee (BPA/BPS) shall be established to determine the need for and the feasibility of establishing or providing a childcare service for the Bermuda Police Service.

23.7 Pre-Retirement Workshops

The Bermuda Police Service will arrange for seminars on "retirement" for members and will publish in General Orders the dates and times of pre-retirement workshops. Members will be invited to make application to attend the workshops. The workshops will be held at least twice during any calendar year.

23.8 Long Service Award

23.8.1 A long service award will be implemented. The framework for this award will be as follows:

Service	Award
	$
6 years	600

12 years	1,200
18 years	1,800
24 years	2,400
30 years	3,000

(i) The awards will be granted once a year.
(ii) The first awards were granted in calendar year 2000.
(iii) Eligible candidates must have attained the exact required years of uninterrupted service, in accordance with the foregoing framework, in the immediately preceding calendar year (for example, calendar year 2001 would be the attainment year for awards granted in calendar year 2002). To receive the award, the eligible candidates must be in service by the time the award is actually given.
(iv) For the first year of the awards only (Calendar year 2000 awards) those candidates who are otherwise eligible but who have achieved in excess of 30 years of service, will be eligible for the 30-year award.
(v) Awards will not be cumulative. If a person is eligible for a 30-year award, he will receive only the dollar award for that category, not the sum of the dollar awards of all categories.
(vi) The existing framework will be subject to review every five years. The next review will occur in calendar year 2004.
(vii) If a merit award scheme is implemented, the long-service award scheme will be terminated.

23.8.2 The awards should be given in a manner and setting which will promote recognition and appreciation of the eligible candidates. The awards should be made to the eligible candidates within the first six months of the relevant award year.

23.8.3 The anniversary date upon which a member joined the Service will be used to calculate the award.

23.8.4 For the purposes of this award, Cadet service will be recognised from the time a member begins making superannuation payments and is a full member of the pension programme.

23.9 Attendance Record

The Bermuda Police will recognise perfect attendance at work with a certificate, publication of names in General Orders and other internal publications, and an awards ceremony to be held on an annual basis. Perfect attendance will not be prejudiced by absence due to a member sustaining injury due to an on-duty accident or incident.

23.10 Payment for Poor Working Conditions

The Bermuda Police Service and the Bermuda Police Association entered into an agreement to co-operatively review the physical conditions of the estate of the BPS with the assistance of the Bermuda Department of Health.

23.11 Late Payment of Overtime/Salaries

A Letter of Understanding was established between the BPS and the BPA to overcome administrative problems experienced in paying overtime and salary claims on time.

23.12 Shift Schedules

The Bermuda Police Service is pursuing a strategic plan for future operations and organisation that includes new policing strategies, as well as more effective manpower deployment. A manpower deployment review will include new approaches to shift scheduling, which will have an effect in the future on many items in the COSO, including hours of work, shift premiums, ARD's and the like.

24. HARASSMENT POLICY

24.1 The Bermuda Police Service is committed to creating a work environment in which all individuals are treated with dignity and respect. Each employee has the right to work in an environment that is free from harassment and intimidation. Harassment in the workplace is a form of discrimination and will not be tolerated.

24.2 The COP and the BPA agreed that a review of the current Harassment Policy is required and that the Policy will be developed at the earliest possible opportunity. A new feature, which will be included in any revision to the current Harassment Policy, is that a training or education component will be included prior to considering disciplinary action against the alleged offender.

25. THE GRIEVANCE POLICY

25.1 The Objective of the Grievance Policy

25.1.1 The objective of the Grievance Policy of the Bermuda Police Service is to allow an avenue of redress for those members of the Service feeling aggrieved by any decision, act or omission undertaken during the administration of the affairs of the Service, and for which no other process for redress is provided or has proven successful.

25.1.2 Any member of the BPS is entitled to present a grievance in writing, on the proper grievance form, at each of the levels identified in the grievance process, and will be assured that their grievance will be processed and dealt with expeditiously.

25.1.3 The purpose of a grievance process is to improve communications between employees in the Bermuda Police Service with respect to problems that may arise in the workplace.

25.1.4 The process for the handling of grievances in the Bermuda Police Service is based on the twin concepts of prevention and early intervention. The policy, and its procedures, includes several provisions to allow for early and continuing discussions of problems in order to resolve disputes at the lowest level of the organisation and as informally as possible.

25.1.5 Informal approaches are ones in which employees are encouraged to talk to each other about problems and differences before they turn into disputes, or into grounds for the submission of a formal grievance. Direct, early and informal face-to-face discussions between the parties are recommended as the first and principal method of dispute resolution.

25.2 Problem-Solving Before Applying for the Grievance Process

25.2.1 At any stage in the following process, the member may request the assistance of the Bermuda Police Association or another member. A representative may be assigned to assist the member during any or all steps in the process.

25.2.2 When in the normal course of operations and administration of the BPS a problem with respect to an employment-related matter should arise; it should be presented to the supervisor of the unit or department to which the member belongs. This could be administrative (e.g. an overtime claim) or an operational matter. The matter to be discussed should initially be presented verbally by the member and dealt with verbally by the supervisor.

25.2.3 If the supervisor is involved in the problem or dispute, the member who is aggrieved may then go to the next higher supervisor, a representative of the BPA, or to the Human Resources Manager (HRM).

25.2.4 If the supervisor understands the issue that exists, and that it is between two or more people, he may personally decide to bring them together to begin a face-to-face discussion in an attempt to resolve the problem or dispute.

25.2.5 If the supervisor does not feel capable of dealing with the issue, or the persons involved, he may ask for the assistance of a representative of the BPA, or the HRM.

25.2.6 In the event the supervisor is unable or unwilling to resolve the problem or dispute at the face-to-face level, the aggrieved member is then entitled to submit a complaint, in writing, to the aggrieved member's Divisional Commander or Department Head. It shall then be dealt with expeditiously, and in a manner in keeping with the intent of the process identified above i.e. the informal route prior to initiating the grievance process.

25.2.7 The Divisional Commander or Department Head, after reviewing the written complaint in detail, shall provide the member who initiated the complaint with a written response providing resolution of the complaint, or a reason why the complaint cannot be resolved at that time. This will be done within seven (7) days of receiving the written complaint.

25.2.8 If, at the end of seven (7) days after the submission of the written complaint to the Divisional Commander or Department Head, a written response to the matter has not been provided, the aggrieved member shall submit a grievance on a grievance form to the HRM.

25.2.9 Where a written response is provided, the aggrieved member will review the written response of the Divisional Commander or Department Head, and may request an interview for verbal explanation of the decision. If at the end of this interview, the aggrieved member still remains convinced of the grounds for the complaint, he may request the assistance of the BPA. See paragraph 25.2.1.

25.2.10 The aggrieved member has seven (7) days from receipt of the written response of the Divisional Commander or OIC of the Department in which to submit a formal grievance on a grievance form.

25.2.11 The aggrieved member may also wish to consider using the Alternative Dispute Resolution process as a means of resolving the dispute or problem prior to invoking the formal grievance process.

25.3 Alternative Dispute Resolution (ADR)

25.3.1 The ADR process allows for a mutually agreed-upon third party to assist in the process of identifying problems and solutions.

25.3.2 The ADR process is designed to bring people face-to-face to resolve issues at the lowest possible level. The ADR process promotes an informal approach in which employees are encouraged to talk to each other face to face about problems as the best way of dealing with disputes.

25.3.3 The simplicity and speed with which the ADR process can be put in place to solve workplace problems is also expected to bring some degree of relief to the more extended and formal grievance and discipline mechanisms in the Service, thereby improving morale in the workplace.

25.3.4 It is expected that the process will be broad and flexible, allowing every issue brought forward to be examined for appropriate, suitable and even innovative solutions that can be made agreeable and acceptable to both parties.

25.3.5 While lessons learned in the ADR process may eventually lead to modification of the language of the labour contract, it is not expected that the ADR process will be used directly to solve problems that are based on more complex interpretations of the rights and responsibilities implicit in the labour contract.

25.4 Access to the ADR Process

25.4.1 Upon receiving a completed grievance form, the HRM will interview the employee to determine if the employee understands the ADR process and wishes to use it to solve the current problem. The employee may wish to have a representative of the BPA present for assistance during this interview. The HRM will also interview the other party to the dispute in order to determine if both parties are willing to enter into an ADR.

25.4.2 If both parties agree to an ADR, the HRM will then bring the two parties together through the use of a third party or "mediator", who is acceptable to both parties, who will then carry out the ADR. Whether done by a third party or the HRM, the ADR process must be completed within seven (7) days from the receipt of the grievance form in the HRM's office.

25.5 Conclusion to the ADR

25.5.1 After seven days, if the problem can be resolved to the agreement of both parties through the use of a third party intervention, then the resolution will be brought to the attention of the HRM for documentation and declaration through administrative channels.

25.5.2 If there is resolution as a result of the ADR process, the employee will withdraw the grievance in writing at this time.

25.5.3 If the problem cannot be suitably and appropriately resolved using ADR, the HRM will automatically begin the next step of the grievance process by requesting the aggrieved person submit a formal grievance on the prescribed form if not already done. The HRM will also recommend to the D/COP that a Grievance

Advisory Board be set up to deal with the grievance within seven (7) days of the conclusion of the ADR process.

25.6 The Grievance Process

25.6.1 The grievance process allows for the formal presentation and recording of documentation and argumentation related to the grievance of an employee of the Service.

25.6.2 It should begin with the written response of the Divisional Commander or the Department Head. It will end when all of the levels included in the process have been exhausted or when the aggrieved member no longer wishes any further action.

25.6.3 The intention of the grievance process is to ensure due process of law in hearing the grievance and dealing with it in a manner that will achieve the most suitable resolution to the issue for both the Service and the member, in a timely manner.

25.7 What is a Grievance?

Any member of the BPS may submit a grievance (or documented complaint) with respect to any employment-related matter on the basis of—

(a) error of process, policy or procedure;
(b) error of fact;
(c) perceived bias or prejudice, or both.

25.8 Who Can File a Grievance?

25.8.1 Any member of the Service who is aggrieved by any decision, act or omission in the administration of the affairs of the Service in respect of which no other process for redress is provided can file a grievance.

25.8.2 The aggrieved person must present the grievance in writing at each of the levels, up to and including the final level in the grievance process provided by this policy.

25.9 Administration of a Grievance

25.9.1 The HRM will ensure that grievance forms are available to all Divisional Commanders and to the BPA. The HRM will record, report, advise and supervise the administration of a grievance from its initiation until its conclusion.

25.9.2 The HRM may assist in solving problems or disputes in the Service, but will not make decisions with respect to grievances in the course of the formal grievance process.

25.9.3 All "days" referred to in the grievance process are "calendar" days and include weekends and public holidays.

25.10 Submitting a Grievance

25.10.1 A grievance will be submitted on a prescribed grievance form and sent to the Human Resources Manager within the prescribed time. The Form will ensure a clear statement of the circumstances of the grievance and the reason why the member is aggrieved and the resolution he is seeking.

25.10.2 The aggrieved member may wish to request the assistance of the BPA at any time in the grievance process, but especially, in preparing and submitting the grievance form.

25.10.3 Any member presenting a grievance shall be granted access to such written or documentary information under the control of the Service and relevant to the grievance as the member reasonably requires to properly present his grievance.

25.10.4 Where more than one employee is entitled to present a grievance, that grievance may be presented in respect of more than one of the employees, if they signify their concurrence in the grievance by signing it.

25.10.5 No employee shall be disciplined or otherwise penalised in relation to employment or any term of employment in the Service for exercising the right under this policy to present a grievance.

25.10.6 As soon as possible after the presentation and consideration of a grievance at any level in the grievance process, the person constituting the level shall render a decision in writing as to the disposition of the grievance, including reasons for the decision. The person constituting the level will also serve the aggrieved person with a copy of the decision.

25.10.7 A grievance may be withdrawn at any time by submitting a request to do so in writing to the HRM.

25.11 The Grievance Advisory Board

25.11.1 A Grievance Advisory Board (GAB) is a panel made up of representatives from Management and the BPA who will review the merits of a grievance submitted in accordance with the policy.

25.11.2 A GAB shall consist of three members. One member will be identified by the HRM, one will be recommended by the BPA, and one member recommended by the D/COP. The member recommended by the D/COP will be an officer in the rank of Chief Inspector or higher, and will chair the GAB.

25.11.3 Where a GAB is convened, the aggrieved member presenting the grievance shall be notified in writing of the names of the members of the GAB.

25.11.4 Within three (3) days after receiving the notification referred to in 25.11.3, the aggrieved member presenting the grievance may submit in writing to the HRM an objection to the appointment of any member of the GAB, stating the reasons for the objection.

25.11.5 The HRM may dispose of an objection within three (3) days by—

(a) dismissing the objection, giving reasons for so doing, and confirming the appointment of the member whose appointment to the GAB was the subject of the objection; or

(b) allowing the objection and appointing another member in substitution for the member whose appointment to the GAB was the subject of the objection.

25.11.6 All three members of the GAB must be present for all hearings of the GAB. If all three members are not able to be present, the GAB will be postponed and the chairperson of the GAB will notify the HRM in writing of the reason for the postponement. The HRM will advise the aggrieved of the postponement and its reason. Only in exceptional cases will the GAB be postponed.

25.11.7 A GAB will hold hearings with respect to the grievance no later than seven (7) days after all parties have agreed to members of the Board. Hearings will be held "in camera". It is expected that normally only one day will be required to hear a grievance.

25.11.8 Only written submissions will be accepted by the GAB.

25.11.9 After completing its hearings, the GAB has a further seven (7) days for deliberation of the matter, and the submission to the HRM of a written report on the GAB's findings, conclusions and recommendations.

25.12 Decisions of the GAB

25.12.1 A GAB may consider such matters as are necessary to enable it to make its findings and recommendations with respect to the grievance, including any correspondence related to the subject grievance.

25.12.2 A GAB shall be limited to a consideration of—

(a) any error of process, policies or procedures;

(b) any error of fact;

(c) perceived bias or prejudice, or both.

25.12.3 Upon receiving the written decision of the GAB, the aggrieved member having presented the grievance may choose to withdraw the grievance by giving notice in writing to that effect.

25.12.4 In the event the aggrieved member disagrees with the recommendations of the GAB and he wishes to pursue the grievance further, then the HRM must be notified in writing, within seven (7) days of receiving the written decision of the GAB. The aggrieved person should identify the reasons for the objections to the conclusions and recommendations of the GAB.

25.13 Grievance Procedure - Level I

25.13.1 Upon receiving the written request from the aggrieved to continue the grievance procedure, the HRM shall forward the request, and all documentation related to the grievance to the Level I adjudicator (D/COP) for his review and adjudication.

25.13.2 The D/COP may call any member of the GAB, or any party that he feels may assist him to clarify issues in his review of the grievance.

25.13.3 The D/COP has seven (7) days in which to review the grievance and the GAB Report. At the end of this period he will render in writing, his decision with respect to the grievance, providing copies of his decision to the HRM who will ensure that the aggrieved member and the BPA receive copies.

25.13.4 After receiving the written decision and reviewing the adjudication of the D/COP, the aggrieved member has seven (7) days in which to make a written appeal to the Level II adjudicator (COP) against the decision made by the Level I adjudicator (D/COP). The appeal will also include the reason why the aggrieved person is appealing the Level I decision.

25.14 Grievance Procedure - Level II

25.14.1 The written appeal, and the record of the grievance, including the GAB Report, is then passed to the COP who will review the grievance.

25.14.2 The COP has seven (7) days in which to determine any errors in the process or to decide if there are grounds to disagree with the decisions rendered to that date. The COP will provide his final decision with respect to the grievance in writing to the HRM, who will provide it to the aggrieved person and the BPA.

25.15 Grievance Procedure - Level III

25.15.1 In the event that either the person filing the grievance or the BPA is still dissatisfied with the conclusions of the Grievance Procedure Level II, one more level is possible under certain conditions.

25.15.2 The last level may be utilised in those unresolved problems respecting matters relating to this Order. Such matters shall be referred in writing to the Permanent Police Tribunal for resolution. Only the BPA shall make such a request.

25.15.3 An appeal to Level III will be requested within seven (7) days after written notice of the grievance decision of the COP (Level II).

25.15.4 The Permanent Police Tribunal constitutes the final level in the grievance process. The Tribunal's decision in respect of any grievance is final and binding and is not subject to appeal to or review by any court, except in accordance with the Constitution of Bermuda.

25.15.5 The Permanent Police Tribunal is not bound to act on any findings or recommendations set out in a report with respect to a grievance, but if the Tribunal does not so act, the Tribunal shall include in the decision on the disposition of the grievance, the reasons for not acting.

25.15.6 If new information comes to light which was not part of the initial submission or part of a subsequent appeal to Levels I and II, the Permanent Police Tribunal will provide the Commissioner of Police the opportunity to consider the new information in light of the decision rendered.

25.15.7 The Tribunal may rescind or amend the Commissioner's decision in respect of a grievance under this policy on the presentation to the Commissioner of new facts, or where, with respect to the finding of any fact or the interpretation of any law, the Tribunal determines that an error was made in reaching the decision.

25.16 **Grievance Procedure - Time Limits**

Initiating Incident	Responsibility	Time
1. Member receives D/Comdr.'s letter	Mbr. submits Grievance Form within	7 days
2. ADR agreed by both parties	HRM interviews both parties	7 days
3. ADR held and unsuccessful	HRM	7 days

(From Grievance Form submission to end of ADR process - two (2) weeks)

4. HRM recommends GAB, gets approval, notifies members and convenes -	7 days

GAB members declared	Member's written disagreement	3 days
GAB members resolved	HRM	3 days
5. GAB hearing	GAB Chairperson	7 days
GAB Report	GAB Chairperson	7 days
Member consideration of GAB Report		7 days

(From Grievance Form submission to end of GAB process- approximately one (1) month)

6. Level I Review and Report	D/COP	7 days
Member consideration of Level I Report		7 days
7. Level II Review and Report	COP	7 days
Member & BPA consideration of Level II Report - BPA request Level III		7 days

(From Grievance Form submission to end of Level I and Level II process - approximately one (1) month)

8. Level III Review and Report	Police Tribunal	Indeter-minate

26. SUPPLEMENTARY

The memorandum of understanding and letters of undertaking set out in Annex IV, V and VI shall have effect.

ANNEX I

Guidelines for the employment of Temporary Police Officers (TPO's) in the Bermuda Police Service

Definition

A Temporary Police Officer is a trained Bermudian, or non-Bermudian spouse of a Bermudian, former officer hired under specific terms and conditions under a fixed contract of not less than three weeks and not more than four months.

Intent

The intent of this policy is for Temporary Officers to assist in non-operational areas during times when the Service is not at full strength. This gives the Commissioner the ability to deploy permanent staff to meet the core policing needs of the Service. Limited terms and conditions will apply generally consistent with Government regulations for the hiring of temporary employees. This procedure is distinct from the re-enlistment policy for full-time police officers.

1. Criteria to be met by BPS and Applicant

1.1 Funds must be available and a Position Identification Number free to be issued by the Personnel Services Department based on vacancies for Police Officers. This programme will be within the approved annual budget.

1.2 The applicant will be a Bermudian, or non-Bermudian spouse of a Bermudian, former Police Officer confirmed as a Constable before leaving the Bermuda Police Service.

1.3 The applicant has received good or better (grade 4 or higher) ratings on the last two appraisals while employed by the Bermuda Police Service and Senior Management supports his employment.

1.4 The applicant will rejoin on Step One for a Constable or PA4. No combined allowance will be paid.

1.5 The applicant is of good character and has current security clearance.

1.6 Postings will be at the discretion of the Commissioner of Police. Depending on the nature of the duty to be assigned, ASP and handcuff certification may be required.

1.7 The applicant understands that the opportunity for temporary employment as a Police Constable is not a right, but a management

option based on the exigencies of the Service and the suitability of the applicant.

1.8 The applicant must have been confirmed in post as a Constable and have worked in the Service on a permanent or temporary basis within the past five years before current appointment.

1.9 The applicant will be required to produce a certificate of medical and dental fitness provided at his own expense by a private physician and dentist prior to engagement as a Temporary Police Officer.

1.10 Applicants must take the Police Physical Fitness test and if a pass is not recorded, commit in their own time to attending the Police Circuit Training Programme, or equivalent, until a pass is recorded.

1.11 Applications for the post of Temporary Police Officer will be submitted in writing to the Commissioner via the Human Resource Manager.

1.12 The selection of candidates will be based on the merit principle using the criteria outlined in paragraphs 1.1 to 1.11 inclusive and in accordance with the exigencies of the Service.

2. The following terms and conditions will be agreed by all TPOs.

I am pleased to inform you that the Commissioner of Police has approved your appointment as a Temporary Police Officer in the Bermuda Police Service with effect from _____ to _____. You are formally offered this appointment subject to the following terms and conditions of service.

2.1 Grade and Salary

The grade for the appointment is at Step One for a Constable or PA4, currently $ _____ per month. This salary will include any increases, which are negotiated between the Bermuda Police Association and the Bermuda Government. Your salary will be paid in arrears at the end of each week upon receipt of confirmation of your attendance. Payment will not be made for sick days.

2.2 Hours of Work

You will be required to work according to the normal hours of duty of police officers in the Bermuda Police Service, which are subject to such shifts and rotations, as directed by the Commissioner of Police, so that they shall equal 160 hours during a 28-day cycle.

2.3 Assignment

You will be assigned to non-operational policing areas such as static points, station duties and will not become involved in any potential court cases.

2.4 Uniforms and Equipment

You will be provided with a uniform that must be returned cleaned and boxed to the Head Storeman on completion of your assignment. All equipment must be returned to Head of Department on completion of assignment.

2.5 Period of Assignment

Your period of assignment will be not less than three weeks and not more than four months.

2.6 Swearing In

You will be sworn in by the Commissioner of Police and issued a warrant card, which will be returned upon completion of assignment.

2.7 Leave

You will not be entitled to leave during your period of temporary employment. However, you will be paid for all public holidays.

2.8 Pension

You are not permitted to contribute to the Public Service Superannuation Scheme and your service during this period is not pensionable.

2.9 Health Insurance

As a Bermuda Government temporary employee you will be provided with basic Government Employees Health Insurance (GEHI) Scheme cover unless you provide written proof that you are insured elsewhere. Temporary Police Officers will not be provided with coverage other than emergency dental treatment.

2.10 Social Insurance

In accordance with the provisions of the Contributory Pensions Act 1970, as a person employed in Bermuda you will be required to pay social insurance contributions at current weekly rates. The Bermuda Government will match your contributions.

2.11 Performance Appraisal

A performance appraisal will be completed at the completion of the employment period.

2.12 Payroll Tax

In accordance with the provisions of Bermuda tax legislation you will be required, as a person employed in Bermuda, to pay a payroll tax at the current percentage of your gross salary.

2.13 Bermuda Police Association (BPA) Membership

You will be a member of the BPA for the period of engagement. Section 3 of the Police Association Regulations will apply.

2.14 Resignation and Discharge

If you wish to break your fixed term contract, you will be required to give two weeks' notice. You may be discharged at any time by the Commissioner if you are unable to carry out your duties to a satisfactory level of competence. One week's notice will be given except in the case of gross misconduct, where no notice is required.

2.15 Please sign below your agreement to the terms and conditions of service as outlined above.

I, _____ , agree to the terms and conditions of service contained as outlined above.

_____

(Signature of Applicant)

_____

(Date)

ANNEX II

MEMORANDUM OF UNDERSTANDING

TRIAL OF NEW SHIFT SCHEDULE

This Memorandum of Understanding replaces the previous MOU signed with respect to this matter on March 31st, 1999.

This Memorandum of Understanding is an agreement between the Commissioner of Police and the Bermuda Police Association with respect to the Trial of a new schedule of work, which was introduced in the Eastern Division in April 1999.

This Memorandum of Understanding agrees that the Trial in Eastern Division will continue until August 17th, 2000.

The Trial will continue to be supervised by the Eastern Division Shift Schedule Steering Committee.

Adjustments will be made to the Trial so that the night shift will use the correct Gregorian calendar to determine the start time of the night shift. This change will be consistent with the Collective Agreement.

It is agreed that all provisions of the Conditions of Service Order and the 1997-1999 Collective Agreement with respect to "Hours of Work" and "Leave" will be as defined below for the remaining period of the Shift Schedule Trial. Members of Eastern Division involved in the Trial will not make overtime claims under current COSO provisions for hours of work in excess of "normal" hours for the Trial as set out below whilst this MOU is in effect.

The shift system of 160 hours worked over a 28-day cycle, as identified in the COSO, has been changed in the Trial to 160 hours worked in a 25-day cycle. This has been accomplished by increasing the length of hours worked on the day and late shift to ten hours, and the night shift to eight hours and thirty-five minutes.

Operational circumstances are allowed to determine the amount of overlap of shifts, as required.

Overtime rates - as per Order 14, except that overtime rates will apply to hours worked in excess of ten (10) hours and eight and one half (8 !) hours for the shifts identified for the Trial.

Leave Days - Leave Days will be calculated on an hourly basis during the period of the Trial.

During the period of the Trial, where a public holiday falls on a member's rest day, the member will be credited with eight (8) hours to his overtime record.

The members of the Eastern Division who will take part in the Trial are the Watches, the Parishes, the CID Unit and the SDOs.

ANNEX III
SALARIES

Rank		Minimum	Step 1	By Step 2	By Step 3
Cadet	A	23,908.36	24,745.15	25,611.23	
PA 1-3	M	1,992.36	2,062.10	2,134.27	
	H	11.49	11.90	12.31	
Constable	A	39,760.94	41,371.26	43,046.79	44,790.19
PA 4-11	M	3,313.41	3,447.60	3,587.23	3,732.52
	H	19.12	19.89	20.70	21.53
Sergeant	A	53,656.35	55,534.32	57,478.02	59,489.75
PA 12-16	M	4,471.36	4,627.86	4,789.84	4,957.48
	H	25.80	26.70	27.63	28.60
Inspector	A	63,263.64	65,477.87	67,769.59	
PA 17-19	M	5,271.97	5,456.49	5,647.47	
	H	30.42	31.48	32.58	
Chief Inspector	A	75,901.94	78,558.51	81,308.06	
PA 20-22	M	6,325.16	6,546.54	6,775.67	
	H	36.49	37.77	39.09	
Superintendent	A	87,938.92	91,054.00	94,289.88	

PA 23-25	M	7,328.33	7,587.83	7,857.49
	H	42.28	43.78	45.33
Ass.Comm.	A	98,911.11	101,821.56	
PA 26-27	M	8,242.59	8,485.13	
	H	47.55	48.95	
Dep.Comm.	A	108,769.49		
PS 42	M	9,064.12		
	H	59.76		
Commissioner	A	124,124.23		
PS 45	M	10,343.69		
	H	68.20		

Rank	By Step 4	By Step 5	By Step 6	By Step 7
Constable	46,604.19	48,491.66	50,455.57	*51,716.96
PA 4-11	3,883.68	4,040.97	4,204.63	4,309.75
	22.41	23.31	24.26	24.86
Sergeant	**60,977.00			
PA 4-11	5,081.42			
	29.32			

Additions to Salary	$
Telephone Allowance	30.00
Plain Clothes Allowance	94.60
Comb. Allow.-Con.	388.37
Comb. Allow.-Sgt.	383.19
Comb. Allow.-Insp/C/Insp	338.19
Comb. Allow.-Supt.	455.27
Comb. Allow.-A/Cop.	509.10

LONG SERVICE AWARDS

*Constables After 12 Years Service or Success

Passing parts 1 & 2 of Promotion Process and

7 Years Service.

**Sergeants After 15 Years Service, and

Completing Steps 12 - 15

Deductions from Salary		Extra Duty Rates	
S.M.Q. St. George's	300.00	Constable	33.61
S.M.Q. Somerset	300.00	Sergeant	41.44
S.M.Q. Robins/Clark	350.00	Inspector	47.22

Social Insurance W.E.F. 1/8/00 $22.25 Per Week

Superannuation - 5% of Gross Salary Only

Payroll Tax - 4.75% of Salary Including Overtime

ANNEX IV

MEMORANDUM OF UNDERSTANDING

SECONDMENT OF OVERSEAS RECRUITS

In February, 2000, the Honourable Paula Cox, Minister of Labour, Home Affairs and Public Safety, announced agreement from Cabinet to allow the Bermuda Police Service to temporarily meet emergency manpower requirements through recruitment of a number of overseas police officers within special conditions.

Police Officers recruited from overseas were to be engaged on fixed term, non renewable, secondment contracts of up to three years duration. They were also required to have a minimum of five years operational experience.

The current COSO refers to a contract period of five years in its definition of a period of engagement for overseas officers.

By this Memorandum of Understanding, the Commissioner of Police and the Bermuda Police Association agree that five year minimum contract period referred to in the current COSO is changed for those overseas officers engaged on non-renewable secondments to an "up to three year" contract period.

This Memorandum of Understanding will remain valid and in effect until 31 December, 2003.

Michael Jackman, Chairman Bermuda Police Association	Jean-Jacques Lemay Commissioner of Police
Date:	Date:

ANNEX V

LETTER OF UNDERTAKING

Late Payment of Remuneration

During the course of negotiations for the 1999-2001 contract, hardships suffered by members of the Bermuda Police Association, due to remuneration payments not being made when they were expected, were discussed. The Bermuda Police Service intends to introduce a policy covering remuneration, with the objective of ensuring that claims are handled in an efficient and consistent manner, and payments are made on time.

This policy will include the following—

(a) Changes in the overtime cycle so that claims are made from the 16th of one month to the 15th of the following month, with payment the month after.

(b) Deadlines for overtime claims to be made, authorized, submitted to Finance Department and forwarded to the Accountant General's office.

(c) Procedures for Managers to be notified of overtime hours and any adjustments to remuneration, before the Accountant General's deadlines. This should enable any queries to be rectified in time for that month's payment.

(d) Provision for the exceptional circumstances whereby the Police Service makes an error. This provision to include a statement that the Police Service will do everything they reasonably can to enable the member to obtain relief.

Michael Jackman, Chairman
Bermuda Police Association

Jean-Jacques Lemay
Commissioner of Police

ANNEX VI

LETTER OF UNDERTAKING

Sergeant Michael Jackman, Chairman

The Bermuda Police Association

Dear Sergeant Jackman;

During the negotiations of the 1999 - 2001 contract, the question of the exact meaning of the phrase "appropriate authority", as used in Section 9 of the Police Act and in Section 3, sub-section E and F of the COSO, was raised as an item for discussion by the BPA.

As a result of our discussions on this matter, a request was forwarded to the Attorney General's Office, requesting a clear definition of who is an "appropriate authority", as mentioned in Section 9 of The Police Act.

Pursuant to our discussions of the Negotiations Meeting of 06 April, 2000, I have indicated to your Committee that a full review of the Discipline Procedures has been ordered. Sergeant Minors has been appointed as the BPA representative. Until the review is completed and appropriate changes to Discipline Procedures have been drafted for inclusion in the Police Act, I do not intend to avail myself as Commissioner of Police of the provisions of Section 9 of the Police Act for discipline matters. I will however, retain the right to utilize the provisions of Section 9 of the Police Act for other matters, such as discharge on medical grounds.

Commissioner

Made this 15 day of May, 2002

Governor