



May 27, 2015

Press Statement

“OBA Government Wrapped in a Veil of Secrecy” – The People’s Campaign



Chris Furbert, JP • Jason Hayward • Rev. Nicholas Tweed

It continues to be very interesting that a government that sold itself to the people of Bermuda as paragons of “transparency, inclusiveness and accountability in governance” in service of the people of Bermuda yet it continues to wrap itself in a veil of secrecy in regards to the proposed Airport project and demonize and dismiss anyone that dares to ask questions.

Steve Nackan, president of Aecon Concessions, continues to dismiss questions concerning conduct behind closed emails to manipulate facts in order to secure its selection as contractor in a deal that Aecon brought to the Canadian Commercial Corporation (CCC). Mr. Nackan presents it as “just routine correspondence between people moving a business transaction forward.” So, it would appear to be routine to represent yourself as belonging to an entity that you do not belong to.

CCC in an effort at damage control stated the following in re-

response to a media query:

“In response to your specific question around “Aecon’s Steven Nackan asked to use CCC’s identity,” the word “cover” used by Mr. Nackan was meant as a catch-all for ensuring consistency in how the team is represented from a branding and legal perspective throughout the process. In this model, CCC is the Canadian team lead, so it is important to ensure at every interaction – even when CCC is not physically present – it is understood that it is the CCC team that is being represented.”

This response is very different to the response at the time. Wendy Dempsey, Assistant General Council for CCC stated, “CCC should have an ASA (Advisory Services Agreement) in place before presenting anything with our logo.” So, clearly contrary to CCC’s position now, at the time Aecon was not for-

merly part of the team because there was no agreement in place, so it is not accurate of CCC to claim, “the word “cover” used by Mr. Nackan was meant as a catch-all for ensuring consistency in how the team is represented from a branding and legal perspective throughout the process.” Nor is it accurate for Steve Nackan to claim that this was “routine” because if that was the case why at the time did CCC have an issue with it. CCC and Aecon under this uniquely developed model for Bermuda are not above having in their playbook a strategy for handling the public, namely that it may be routine when holding press conferences to “get some...questions planted.”

Similarly, certain due diligence practices cannot be explained away under the guise of Steve Nackan claiming it is “a new approach for Bermuda that involves the Government of Canada, so our process may not be clearly and widely understood publicly.” Or CCC attempting to cover themselves by claiming:

“CCC expects the full cooperation of Canadian suppliers when undergoing the due diligence process and will provide guidance



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The America's Cup Bermuda (ACBDA) made a presentation to the BIU's General Council on May 7, 2015 on the benefits of the America's Cup to Bermuda. Shown are Warren Jones, CEO of Stevedoring Services Ltd., Jasmin Smith, who was seconded from the Ministry of Tourism Development and Transport, BIU President, Brother Chris Furbert and ACBDA Chairman, Peter Durhager.



Lahey Hospital & Medical Center hosted another health fair in the Sweeting/Ball Memorial Hall on May 6, 2015. The health fair focused on "Healthy Weight". Other health professionals on the island also participated including Bermuda HealthCare Services, Northshore Medical & Aesthetics Center and Lighthouse Medical Supplies. Brother Chris is shown with Ms. Elizabeth Gray, Administrative Director, International Health of Lahey's International Program.



Brother Collin Simmons, BIU's Education Officer and Organiser being tested for diabetes at the Health Fair.



BIU Organiser, Sister Ronnie Burgess and BIU Treasurer, Sister Renee Jones, attended the IUF Women's Committee Meeting in Geneva Switzerland recently at which time several topics affecting women were discussed, including gender-based violence, the Housekeeping initiative and domestic workers.

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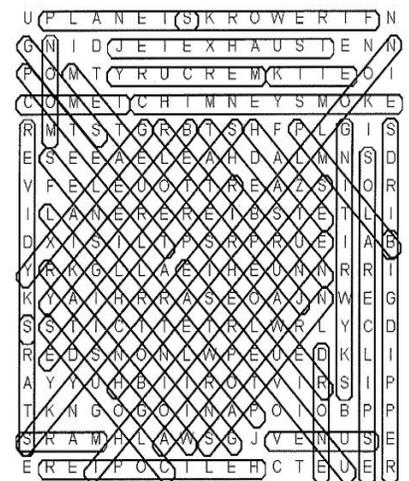
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PUZZLE • SOLUTION

LOOK UP!

This is the solution to the puzzle located here.



AIRPLANE	GALAXY	METEOR SHOWER	SMOG
BIG DIPPER	HAZE	MOON	SOLAR ECLIPSE
BIRDS	HELICOPTER	PLANETS	STARS
BLIMP	HOT AIR BALLOON	POWER LINES	STREET LIGHT
BLUE SKY	JET EXHAUST	RAINBOW	THE SUN
CHIMNEY SMOKE	JUPITER	SATELLITE	TREETOP
CLOUDS	KITE	SATURN	UNIVERSE
COMET	LIGHTNING	SKYDIVER	VENUS
DRONE	MARS	SKYSCRAPER	
FIREWORKS	MERCURY	SKYWRITING	

Marshall Needs to Apologise to the People's Campaign

In my opinion, Senator Georgia Marshall should not only have apologized to ZBM's Gary Moreno and the radio station itself for the remarks that she made in the Senate on Wednesday, May 27, 2015 and again in an interview with ZBM news later that day, she needs to also apologise to the People's Campaign and its principals, Rev. Nicholas Tweed, Brother Jason Hayward and Brother Chris Furbert.

During the interview with ZBM's Trevor Lindsay, Senator Marshall accused the People's Campaign of being "a part of the combined opposition, anti-people and not respectful of the democratic process". As I see, Senator Marshall was wrong on all counts. As stated in their Manifesto, "The People's Campaign for Equality Jobs, and Justice is a coalition of concerned people of goodwill who have joined together to give voice to the condition of the country. As group we are concerned with the growing frustration and mistrust of the political process in view of the continued rise in unemployment, growing gap between haves and have not's, and the unequal burden of sacrifice being placed on the lowest and the least". Certainly that statement contained in the Manifesto of the People's Campaign should prove to all that the People's Campaign is not "anti-people" or disrespectful of the

democratic process.

While Senator Marshall has just recently become an advocate for the concerns of the grass-roots people, the principals of the People's Campaign have devoted their entire adult lives to addressing the needs and advocating for and on behalf of the grass-roots people. Prior to being appointed to the Senate, I personally had never heard of Mrs. Marshall being concerned about the grass-roots. In fact, I've heard more people complain about Georgia Marshall being a "money grabbing" lawyer than her being an advocate for the grass-roots people. I cannot say if she is in fact a "money grabbing lawyer because I've not had occasions to use her services.

Rev. Nicholas Tweed, like Senator Marshall, has adopted Bermuda (the birthplace of his father) as his home. Before his appointment at St. Paul's A.M.E. Church, Rev. Tweed spent several years in the U.S.A. where he was a community organizer and advocate for the people in the communities where he lived. He has twice been honoured by the NAACP for his community activism. Because he believes that the church should play a significant role in the community, Rev. Tweed started a Food Bank and established the Macedonia



Community Development Corporation, which was designed to address projects that meet the needs of the distressed and oppressed in the community where he was pasturing.

Brother Chris Furbert began his working life on the Hamilton Docks and as a member of the Bermuda Industrial Union (BIU). For fifteen years he served as President of the Portworkers Division of the BIU. In 2006 he was elected as President of the BIU after serving as Vice President for ten years. Brother Chris also served as President of Pembroke Hamilton Club for many years. In his role as organizer for the BIU Brother Chris has negotiated for better working conditions and fair wages for hundreds of workers in Bermuda.

Brother Jason Hayward is the youngest of the three People's Campaign leaders. In his early 30's, Brother Jason is a committed trade unionist and currently serves as the

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OBA Legislation To Reduce Mammogram Services May Harm Women's Health

Statement from Shadow Health Minister Kim Wilson, JP MP.

"The proposed legislation, Health Insurance (Miscellaneous) Amendment Act 2015, tabled in the House last Friday, by Health Minister Jeanne Atherden, seeks to amend the Standard Hospital Benefit which provides that screening for mammograms which will be covered as SHB must adhere to guidelines submitted by the United States Preventive Services Task Force (USPSTF) which now recommends biennial screening for healthy, asymptomatic women aged 50-74 years.

The USPSTF guidelines have not been accepted by any of the leading agencies , all of whom still recommend that women be screened for breast cancer by having mammograms annually upon turning the age of 40.

Further to the above, the Task Force panel contains no one with any expertise in breast cancer care, and no experts in breast cancer screening, so many of the other observations they have made are not supported by scientific evidence.

Ironically, the guidelines have not yet been accepted by the US Congress, and in fact, the public consultation period for the Task Force Recommendations only ended on May 18, 2015. This begs the question, why should Bermuda be in a rush to adopt US based guidelines which have not even been adopted there?

The Task Force also made the value judgment that "although lives will be lost by screening every two years, women should allow cancers to grow



and spread while being screened biennially instead of annually."

The Task Force panel also used the age of 50 as if it is a legitimate threshold for screening. There is no data that shows that any of the parameters of screening change abruptly at the age of 50, or at any other age for that matter. There is no scientific or biological reason to use age 50 as a threshold. We believe that decisions concerning policy formation affecting ones health should be drawn on sound scientific evidence.

In fact, the "USPSTF guidelines ignore their own findings and are based on the panel's subjective value judgments as opposed to the confirmed scientific evidence," this from Dr. Daniel Kopans, a leading expert in the field of radiology, a professor of radiology at Harvard Medical School and a senior radiologist in the Department of Radiology, Breast Imaging Division, at Massachusetts General Hospital.

Further, with the high incidence of breast cancers in Bermuda, with a

population very different from that in America, when will we as a country start allowing local health statistics to drive our local health policy?

All of the scientific evidence shows that lives are saved by screening starting at the age of 40, which is the best practice as recommend by The American Congress of Obstetricians and Gynecologist; American Cancer Society; The American College of Radiology; and the Society for Breast Imaging.

Of utmost importance is the fact that the vast majority of women in the US (75%) who are diagnosed with breast cancer each year have not definable excess risk factors.

In Bermuda, one study of all those women diagnosed last year with breast cancer found that 25% of those women were aged 40-49 years of age.

Rather than rushing through this important legislation, we call on Minister Jeanne Atherden to pause and gather statistics relevant to Bermuda, consult the Bermuda stakeholders such as the Bermuda Medical Doctors' Association, and the Oncologists in Bermuda. Skipping a year of mammograms could cause death by delay and we would not want to be responsible for such an important change in legislation without accurate data.

Members of the public who would like their opinions heard on this matter are encouraged to contact their Constituency MP, as well as the Health Minister Jeanne Atherden to provide their feedback." ■

The Selling Off of Bermuda's Assets

When the One Bermuda Alliance was first formed, most politically informed Bermudians were of the opinion that this is the former United Bermuda Party reborn. But it is now clear that this OBA Government is worse than the former UBP and it is not that the former UBP had any redeeming qualities, but one thing about them, they hid the dagger before they would do anything and they had the good sense in backing away from some of the contentious policies, and above all, they never sought to sell off Bermuda's assets to the extent that we see this government engaged in.

They made a lot of noise when the former PLP government built the housing up there on South shore – the Grand Atlantic. The OBA, its political supporters along with an unholy alliance with the quasi-environmental group BEST did all they could to discourage Bermudians from buying those housing units. They made all kinds of dire predictions of what was supposed to happen to the housing in that area built on the waterside with one of the best ocean views in the country. They predicted that the Grand Atlantic was bound to tumble into the sea and that it was a bad decision to have built it there and a waste of money.

Even so it was rumoured that a number of potential buyers had at least bank loans in hand only to have the process suddenly halted once the OBA government came to power. At least one couple had in fact moved in and there was great effort to get them to give up their freehold and they

were subject to a great deal of pressure. We have not heard the outcome of that affair, but one would assume that they got what they wanted in the form of a settlement despite the pressure they were put under to give up the unit they had legitimately purchased.

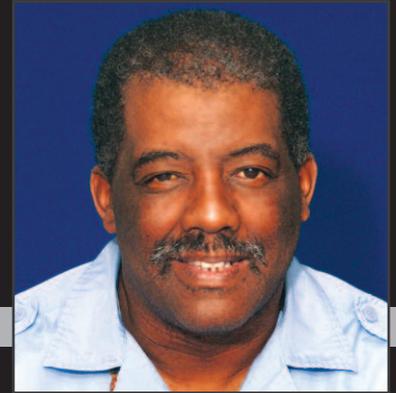
At any rate the housing units up at the Grand Atlantic have yet to fall into the ocean and they have been tested with the two recent hurricanes which struck Bermuda and even though the roofs of many houses in the area were blown off or at least had some type of storm damage, but the housing units at Grand Atlantic did not sustain any significant damage at all.

But that is not the end of the story as the Grand Atlantic has become a grievous example of this government's policy of selling off of Bermuda's assets. Not only the selling off of Bermudian assets concerning, but selling them off at the cheapest price.

The new owners of the Grand Atlantic are purported to have enquired about the housing assets at the low price of \$9 million dollars, far below what it had been put out to be sold to potential Bermudian buyers. One would have thought if the government was prepared to offer such a deal than it would have offered to Bermudians. But in keeping with this government's policies of not doing anything for Bermudians, it would rather sell off Bermuda's assets to foreign interests at almost "fire sale" levels.

Another area which has engendered a great level of concern on the part of

THE OTHER ALTERNATIVE



BY ALVIN WILLIAMS

Bermudians over the direction their country is going under this government is the proposed redevelopment of the L.F. Wade International Airport. In the OBA government's rush to offload more of Bermuda's national assets, it is prepared to hand over control of the airport and all of its future economic potential to a Canadian developer for thirty-five years. This period of time was only belatedly revealed to the people and came in the wake of a government announcement. Now comes the revelation that the Finance Minister is "cooking up" another deal which will use the original Canadian developer as a front to build a new airport.

One thing is for sure, there would not be all of this foreign interest if Bermuda's airport did not have the economic potential which bring to lie the story put out by the OBA government that the airport is losing money and we could not build it on our own. The truth is that this government in its haste to hold "fire sales" of Bermuda's national assets is not interested in exploring other avenues of development. ■

Patrick Tannock to be Honoured by Bermuda Health Foundation



Bermuda Health Foundation (BHF) is elated that Patrick Tannock, President of XL Insurance (Bermuda) Limited has agreed to accept BHF's Salute to Service Award at their 13th Annual Awards luncheon to be held on Friday, June 19, 2015.

Mr. Tannock was chosen as this year recipient because of his commitment and dedication to moving Bermuda forward through by way of his professional and personal life. Mr. Tannock has become an icon in the Bermuda community, moving up the corporate ladder in international business. He is currently the Chairman of the Association of Bermuda International Companies (ABIC). In January 2011 Mr. Tannock became the first Bermudian to be inducted into the Hall of Fame at the University of Hartford's Barney School of Business. Mr. Tannock also serves as a mentor to several young Bermudians.

Mr. Tannock joins a list of outstanding Bermudians who have been recognized by Bermuda Health Foundation. Last year, Mrs. Bernella Williams was the honouree for this prestigious award. Other recipients include Mr. Reginald Burrows, Bishop Vernon Lambe, Dr. Clarence James, Dr. Eugene Harvey and Dr. Malcolm Brock to name just a few.

Bermuda Health Foundation will also present scholarships to worthy Bermudians who pursuing careers in the healthcare field. Last year, through generous donations from Bermuda's corporate and private sector, the Foundation was able to present Jacqueline Simons and Isaac James with scholarships in the amount of \$10,000.00 each.

The Salute to Service Awards Luncheon will be held on Friday, June 19, 2015 at the HarbourView Ballroom at the Hamilton Princess Hotel. Tickets are available at \$100.00 each.

In addition to the "Salute to Service", the Bermuda Health Foundation also hosts an Annual Charity Golf Tournament. This year's tournament will be played at Belmont Hills Golf Course on Saturday, June 21, 2014.

Bermudians interested in purchasing tickets for the luncheon or participating in the golf tournament should contact LaVerne Furbert at 335-8232 or at lavernef@northorock.bm. Tickets are available at \$125.00 each for the luncheon. Entrance fee for the golf tournament is \$150.00 per person or \$600.00 per team. ■

Press Statement

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to suppliers to ensure that they provide the required information."

It is a flagrant contradiction of the facts to claim that you are providing "guidance" to a candidate for a contract *when Wendy Dempsey of CCC states, "I am working on a "Capabilities" document that can serve as part of a paper trail on your selection of Aecon. A draft is attached."* Or when the "supplier" is instructed to only answer the questions "that can help support the choice of Aecon." We are told that we just do not understand the model, it is just routine.

In addition, neither CCC, Aecon nor the Government responded to a media inquiry that asked, "How does CCC view - in terms of business ethics - the use by a prospective supplier of a prospective buyer's advisor as a "back channel"? We refer here to a July 18 email from Steve Nackan to Wendy Dempsey and Don Olsen in which Mr Nackan states that CIBC, advisor to the Government of Bermuda, is their "back channel". Not only are they a back channel but CIBC is a shareholder in Aecon Concessions. This may appear to be a conflict of interest, but I guess we just do not understand the model, or is it just "routine."

Rather than respond specifically to what constitutes issues of trust and confidence that any government ought to welcome surrounding a multi-million dollar deal of this magnitude, the public is repeatedly told you just do not understand the highly technical custom made model for this unique solution.

Well it would appear that despite efforts at damage control, increasing numbers of people in the public understand all too well and can see through all of the "fuzzied" attempts to explain away concerns about what most people understand is just a bad deal, and not "routine" at all. ■

Hotel Workers In Myanmar Hold First Conference

PORT-OF-SPAIN, Trinidad (ILO) - On 26 May 2015, the Caribbean Employers' Confederation (CEC) and the Caribbean Congress of Labour (CCL) signed a memorandum of understanding (MOU) to work together to identify areas where common legislative and regulatory principles having regional application are essential, and formulate in legislation principles facilitating the establishment and operation of business and the free movement of labour within the Caribbean Community (CARICOM) common space.

They also agreed to uphold and advocate for the principles enshrined in ILO conventions addressing the elimination of child labour, forced labour and discrimination; and the right to freedom of association and to bargain collectively.

The Social Chapter of the Economic Partnership Agreement entered into by the European Union (EU) and CARIFORUM states in October 2008 refers to the obligations of each member state to implement the rights and principles inherent in the eight fundamental conventions of the International Labour Organization (ILO).

The MOU was signed at the ILO's Brussels Office, which CEC and CCL were visiting as part of a study tour to gain insight into social dialogue mechanisms within the European Union.

Claire Courteille, director, ILO-Brussels office stated, "We are delighted to host the signature of such an important MoU. Social partners have a key role to play in strengthen-



ing regional integration processes and it is just great to see that in the Caribbean, workers' and employers' organisations are committed to working together on issues of utmost importance for the future of the region. This could set an example for other parts of the world."

The study tour forms part of a larger project* funded by the European Union, executed by the ILO and implemented by CEC and CCL to build their capacity in order to contribute to the formulation of economic and social policies at a regional level.

CEC and CCL representatives participating in the study tour come from Antigua and Barbuda, The Bahamas, Barbados, Grenada, Haiti, Jamaica and Trinidad and Tobago.

The group also met with the European Economic and Social Council, the European Commission, national employers' and workers' organizations, Business Europe, the European Trade Union Confederation as well as the International Trade Union Confederation (ITUC).

David Massiah, CCL president, leading the workers' group said: "The Caribbean Congress of Labour is truly pleased to be a part of this

significant study tour. The opportunity to observe and experience the workings of social dialogue in another jurisdiction will surely go a long way in encouraging the Caribbean social partners to support and promote an effective social dialogue system in our region. The Caribbean Congress of Labour is very confident that these engagements with the social partner organizations in Brussels will surely help to deepen and strengthen the regional integration movement. Signing this MOU with CEC on the legislative agenda marks an important milestone in our cooperation."

Wayne Chen, CEC president, leading the employers' group commented: "The Caribbean Employers' Confederation (CEC) notes this historic memorandum of understanding that heralds a new level of cooperation between business and labour in the Caribbean that will enhance business sustainability, investment and job creation. We now urge our national governments to move expeditiously to implement the appropriate laws and regulations that will enhance regional integration and business development."

The project funded by the European Union is entitled: "Challenges to CARIFORUM Labour, Private Sector and Employers to fulfil their Economic Partnership Agreement (EPA) Obligations: Caribbean Employers' Confederation aSupport to Facilitate Participation of CAIFORUM Civil Society in Regional Development and Integration Process." ■

Make Sure You Know All the Terms and Conditions of Your Contract of Employment

by Delroy Duncan

Many contracts of employment do not set out all the terms and conditions of service binding upon both the employer and the employee. In the Bermuda Supreme Court decision *Kentucky Fried Chicken (Bermuda) Limited v The Minister Of Economy Trade & Industry and The Bermuda Industrial Union 2013 Bda LR 19* Chief Justice Kawaley made the following comments in his judgment:

A collective bargaining agreement (CBA) made between a trade union and an employer is not, itself, enforceable in a court of law.

Not all the terms and conditions in a CBA are incorporated into an employee's contract of employment.

The terms and conditions of service contained in a CBA are incorporated into a contract of employment if an employer and employee conduct themselves on that basis.

The terms and conditions of service in a CBA are incorporated into and form part of the contract of employment if a statement or contract of employment or employee handbook specifically states they are incorporated.

It is important to note that it is not only the terms and conditions of service contained in a CBA which may be incorporated into a contract of employment. The terms and conditions of service contained in the Employment Act 2000 and a company or employee employment handbook reflecting management

policy and practice are often incorporated into an employee's contract of employment.

This article will discuss, firstly, how the terms and conditions of service contained in the Employment Act 2000, a CBA or a company or employee handbook become incorporated into a contract of employment.



Secondly, what clauses in a contract of employment incorporate the terms and conditions of service and, thirdly, what happens to the terms and conditions of service incorporated into an employee's contract of employment when the CBA, company or employee employment handbook are terminated, discontinued or amended?

I. How do the terms and conditions of service contained in the Employment Act 2000, a CBA or a company or employee handbook become incorporated into a contract of employment?

The terms and conditions of service can either be EXPRESSLY incorporated into an employee's contract of

employment or terms can be incorporated by IMPLICATION.

EXPRESS INCORPORATION

The terms and conditions of service contained in the Employment Act 2000, a CBA or a company or employee handbook are EXPRESSLY incorporated into an employee's contract of employment when the employee's contract uses or contains words stating *terms have been incorporated into the contract.*

Although a contract of employment expressly incorporates the terms and conditions of service contained in the Employment Act 2000, a CBA or a company or employee handbook, it must be clear those terms and conditions have been incorporated based upon the following:

Firstly, that it was the clear intention of the employer and employee to include those additional terms of service in the contract of employment. However, caution must be exercised when examining the intention of the parties. In one particular case, the terms and conditions of service were incorporated by the words "after approval by the Board of the Company". The Court, trying the question of whether incorporation had taken place, decided no terms and conditions of service were incorporated into the employees' contracts because the Board of the Company had the right to decide when and which particular terms and conditions of service became incorporated.

Make Sure You Know All the Terms and Conditions of Your Contract of Employment continued from page 8

Secondly, the particular terms and conditions of service must touch upon and have an impact on the employees' working conditions. Examples of the terms and conditions of service which ARE CAPABLE of incorporation into a contract of employment are:

TERMS AND CONDITIONS OF PAY

- Overtime
- Vacation
- Disciplinary procedures
- Procedures to terminate an employee
- Contributory Pension scheme
- Health and safety
- Lay offs
- Severance Pay

Thirdly, the terms and conditions of service must not relate to the relationship between the employer and trade union, only between the employer and the employee. The terms and conditions between the employer and trade union are NOT CAPABLE of incorporation because they are unenforceable at law. The following is an example of an unenforceable term and condition between an employer and trade union. "The Employee and the Union recognize that this agreement imposes serious duties and responsibilities which at all times must be faithfully observed and both parties pledge themselves to comply with its provisions and to cooperate in good faith to promote within the framework of the Agreement the establishment and continuance of harmonious relations."

Fourthly, the terms and conditions will NOT be incorporated into a contract of employment and cannot be

enforced by an employee, employer or a trade union if they are either merely general statements or statements of aspiration that do not directly relate to an employee's terms and conditions of service. The following are examples of terms and conditions which are NOT CAPABLE of incorporation:

The employer and employee will engage in honest and open communications

The employees are the Company's most valuable asset

Mutual Goodwill between employer and employee

IMPLIED INCORPORATION

If the terms and conditions of service contained in the Employment Act 2000, a CBA or a company or employee handbook are not EXPRESSLY incorporated into a contract of employment because there are no words of incorporation, they may still be incorporated into the contract by IMPLICATION. This means the terms and conditions will be incorporated despite the fact the contract makes no mention of the term and condition, provided the following points are clear:

The employer and employee intended that the terms and conditions of service become incorporated into the contract of employment;

The particular terms and conditions of service have an impact upon the employee's working conditions;

The terms and conditions of service

relate to the relationship between the employee and the employer and not the relationship between the employer/employee and a trade union;

A custom or established practice in the work place was applied with sufficient regularity.

The following points taken from a United Kingdom legal authority *Albion Automotive v. Walker* 2002 EWCA Civ 946 which I have applied to the Bermuda context are helpful in determining whether a term or condition contained in the Bermuda Employment Act 2000, a CBA or a company or employee handbook has, in fact, been incorporated into an employee's contract of employment by IMPLICATION:

Whether the Employment Act 2000, a CBA or a company or employee handbook was drawn to the attention of the employees for the purpose of saying the terms and conditions in those documents formed part of their contract of employment;

Whether a custom or established practice was followed without exception for a substantial period;

The frequency with which the term, condition or custom was followed;

Whether the term, condition or custom has been applied consistently;

Whether the nature of communication supported the inference that the employer intended to be contractually bound by the term or condition;

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Make Sure You Know All the Terms and Conditions of Your Contract of Employment continued from page 9

Whether the term was adopted by mutual agreement of the employer and employee.

Examples of the terms and conditions of service which are capable of incorporation by implication are:

The employee must obey all lawful and reasonable orders issued by the employer;

The employee must perform his/her contractual duties with reasonable care;

The employer must take reasonable care for the health and safety of the employee;

The employer will not conduct himself in a manner which will destroy or seriously damage the relationship of trust and confidence between employer and employee.

II. What clauses in a contract of employment incorporate terms and conditions of service contained in the Employment Act 2000, a CBA or a company or employee handbook?

By way of example, the following clauses will be acknowledged by a court of law as incorporating the terms and conditions of service into a

contract of employment.

CLAUSES CONTAINED IN A CONTRACT OF EMPLOYMENT

"In accordance with the guidelines set forth in the Employment Act 2000 this contract will serve as the conditions of your employment with the company".

"You are required to sign the Company's Confidentiality Policy and Employee Handbook Acceptance Form. These documents, combined with this contract of employment, compose the conditions of your employment".

CLAUSES CONTAINED IN A CBA

"Purpose - To set out an agreement regulating salaries, hours of work and other conditions of employment in order to protect and advance the general welfare of the employees".

CLAUSES CONTAINED IN A POLICY AND PROCEDURE MANUAL

"This manual contains specific terms and conditions of service including salaries".

III. What happens to the terms and conditions of service incorporated

into an employee's contract of employment when the CBA or company or employee employment handbook is terminated, discontinued or amended?

Once a term or condition of service contained in a CBA or a company or employee handbook has been incorporated into a contract of employment, the termination or modification of the CBA or handbook does not replace or change the *original terms* which were previously incorporated into the employee's contract of employment. Those terms remain in force and continue to be binding upon both the employer and employee.

Importantly, if an employee is given an amended CBA or handbook which, nowadays, could be on the intranet or staff notice board, and FAILS TO OBJECT to any amendments to the terms incorporated into his contract of employment, his silence can be viewed as consenting to the amendments. Although silence is not normally construed as consent, if the change relates to pay and vacation, a prolonged silence without protest maybe considered as acceptance of that change. ■



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WHAT MUST I DO TO BE SAVED?

The most important question ever asked by man is, "What must I do to be saved?" It is a question that you and all men must find the answer to. The books of Acts shows examples of men finding the answer. This lesson is a very important one!

ALL MEN NEED TO BE SAVED

The Scriptures affirms that all have sinned and come short of the glory of God (Romans 3:23). Just as Adam and Eve disobeyed God in the Garden of Eden and were separated from Him today you, I and all men have sinned and have been separated by our sin from God. Unless our sins are forgiven by God, we will be lost when He comes to judge the world at the end of time.

Conversions	Teaching	Faith	Repentance	Confession	Immersion
3,000 Jews 2:37-41	✓		✓		✓
Samaritans 8:12	✓	✓			✓
Simon 8:13		✓			✓
Ethiopian 8:26-39	✓	✓		✓	✓
Cornelius, Family & Friends 10:34-48	✓	✓			✓
Lydia & Family 16:14, 15	✓				✓
Jailer & Family 16:25-34	✓	✓			✓
Crispus & Family Corinthians 18:8	✓	✓			✓
12 Ephesians 19:1-7	✓	✓			✓
Paul 9:1-18 22:1-18	✓				✓

As seen in the chart, conversion begins with preaching or teaching and ends with baptism. It is from the waters of baptism that one is raised to "walk in newness of Life". Romans 6:3-4

Special Facts from the Book of Acts (Conversions)

1. There were no babies/infants baptized.
2. No persons were SAVED in bed.
3. Sinners were not told to pray in order to be forgiven of their sins.
4. There are no examples of being be SAVED FIRST, and then baptized later (days, weeks or months).
5. There was no special day set aside to be baptized.

Have you OBEYED THE GOSPEL IN THE same way THOSE IN Acts did: Yes No
 Was your baptism a BURIAL (Rom. 6:4; Col. 2:12) in WATER (Acts 8:38,39)? Yes No
 Have you BEEN BAPTIZED for the SAME REASON as those in Acts? Yes No

- a. Was your baptism "for the remission of sins" (Acts 2:38) to have your Sins "washed away" (Acts 22:16)? Yes No
 One cannot be taught wrong and be baptized right – (If you were taught that You were saved before baptism, you could not possibly have been baptized for the right reason.
- b. If you have been baptized for the WRONG REASON, should you be Baptized again (Acts 19:1-7) Yes No

ARE YOU READY TO BE BAPTIZED in the RIGHT WAY for the RIGHT REASON?

a. After hearing, believing, confessing, and repenting, how long did these In Acts wait before being baptized? Yes No
 Acts 2:4 _____ Acts 8:36 _____ Acts 16:33 _____

b. ARE YOU READY NOW (II Cor. 6:2) to be baptized and wash away your sins? Yes No

Your Questions Are Welcome
 Search the Scriptures
 7 Stadium Heights, Devonshire HM 15
 Tel. 735-1964

Hotel Workers In Myanmar Hold First Conference

The historic first conference of hotel workers in Myanmar was held in Mandalay on May 20-21, bringing together 55 delegates from hotels in three major tourist destinations: Yangon, Bagan and Mandalay. The conference promoted sustainable jobs, safe work and respect for worker and trade union rights as integral to "Responsible, Ethical & Sustainable Tourism" in Myanmar.

As part of the conference the IUF-affiliated Phuket Federation of Hotel and Service Labour (FHSL) from Thailand and the National Union of Hotel, Bar and Restaurant Workers (NUHBRW) from Malaysia provided



training on the structure, role and functions of national hotel unions and federations, collective bargaining agreements, service charge and wages.

The main demand arising from the meeting was union recognition by both international and domestic em-

ployers in the hotel industry and respect of collective bargaining rights. Conference delegates, which included hotel housekeepers, also committed to joining the IUF Global Housekeeping Campaign. ■

ITF acts over police interference in union elections in Uganda

The (ITF) International Transport Workers' Federation is disturbed by reports of police interference in union elections in Uganda.

It is understood officers occupied the offices of the Amalgamated Transport and General Workers Union (ATGWU) in the city of Kampala this morning (Friday 22 May). This followed attempts by the union to elect officials to represent newly recruited members, a process which was disrupted by police.

On an audio recording from the scene at the union offices this morning you can hear general secretary of the ATGWU Azizi Kiirya as he protests against the presence of a police officer in his office: "How can po-

lice seal off my office! I'm the general secretary... These are workers, they are [the police] also workers, and they are intimidating workers...

"If you think you are helping the government, you are destroying the government, and I'm going to tell His Excellency the president. Police are destroying the government." Access the full recording via the link at the bottom of this release.

The ATGWU has brought some 30,000 precarious workers into the union over the past few months, mainly Kampala City or urban taxi and mini-van drivers.

The ITF is making an urgent intervention calling on the President of

Uganda to ensure that the union is able to go about its democratic activities unfettered in the future.

ITF Africa regional secretary Joe Kattende said: "We're at a loss as to what's going on here. There has always been a positive relationship between the government in Uganda and the ATGWU, in fact President Museveni is even an honorary member. Now we see aggressive intervention in union business which amounts to a violation of trade union and human rights. "We can only assume the events unfolding have something to do with the union's work around organising precarious workers but we need answers and we need assurances that this kind of thing won't happen again." ■

Minimum wages needed to overcome poverty, Unions say

30 unionists from 15 countries in Asia and the Pacific participated in a regional seminar on Wages and Productivity, organized by the ILO' Bureau for Workers Activities (ACTRAV) under the ACTRAV-All China Federation of Trade Unions (ACFTU) South-South cooperation.

Phnom Penh (ACTRAV INFO)- Minimum wages are a useful instrument for overcoming poverty and ensuring minimum decent living standards for workers in the Asia and Pacific region, according to the conclusions of a regional seminar on Wages and Productivity, organized by the ILO' Bureau for Workers Activities (ACTRAV) under the

ACTRAV-ACFTU South-South cooperation.

“The minimum wage setting mechanism should be tripartite and its body should be granted a decision-making power rather than a consultative role. They should be set and regularly adjusted through tripartite mechanisms”, said participants in the conclusions of the seminar.

“Minimum wages should take into account the needs of workers as well as economic factors. They should have the enforcement of law and be backed up through strong enforcement machinery like labour inspection”, they added in the document.

A total of 30 unionists from 15 countries in Asia and the Pacific called governments in the region to commit to these principles by ratifying ILO Minimum Wage Fixing Convention, 1970 (No. 131).

Participants shared their experiences about several challenges such as: global supply chain, the improvement of collective bargaining and the strengthening of trade union movement in Asia and Pacific.

The regional seminar was held in Phnom Penh (Cambodia) from 27 to 29 April 2015. It brought together union leaders, ILO and ACFTU representatives. ■

Marshall Needs to Apologise to the People's Campaign continued from page 3

President of the Bermuda Public Services Union after serving as 1st Vice President and 2nd Vice President. He has also serviced as Vice President of North Village Community Club.

I have just shared briefly from the biographies of the principals of the People's Campaign to illustrate that these three men who have been on the front line for “Equality, Jobs and Justice” since April 17, 2014, as “anti-people and not respectful of the

democratic process” as Senator Marshall did on Wednesday, June 27, 2015. Certainly these three men deserve credit for the work that they are doing in the community, rather than condemnation from people like Senator Georgia who has done little in this community to assist others.

But I'm not surprised that Senator Marshall and others in the OBA are now spending their time trying to demonize the People's Campaign. I'm sure that each time they see the

number of people that turn out in support of the People's Campaign where the truth about this government is told, Georgia Marshall and her OBA team members must cringe.

Georgia Marshall needs to remember that “The Government is the servant of the people”, not the other way around. ■

Information Commissioner Initiates PATI Compliance Investigation

Requesters' Confidentiality Must Be Protected Under the PATI Scheme

After being notified by a member of the public that a breach of a requester's confidentiality may have occurred contrary to section 12(4) of the Public Access to Information (PATI) Act, the Information Commissioner opened an investigation pursuant to Section 57(3) of the Act on Friday, 15 May, 2015. Section 12(4) expressly requires those handling a PATI request to keep the name of the requester confidential from everyone except "a person who is required to deal with the request under this Act."

The PATI Act defines a clear structure for ensuring that public authorities comply with its provisions. Within this structure, the Information Commissioner's role is to oversee compliance with obligations imposed upon public authorities by the Act. Pursuant to this responsibility, s. 57(3) of the Act empowers the Information Commissioner to initiate an investigation into the practices and procedures adopted by public authorities to facilitate their compliance with the Act.

"On Friday, May 15, 2015, I began speaking to individuals in the relevant public authorities. This particular re-

quest was initially submitted to one authority and then transferred to another one," stated Information Commissioner Gitanjali Gutierrez. "The focus of the Information Commissioner's investigation is to determine the process that was used in both offices to handle this request, to learn if and how a breach of confidentiality occurred and to identify any potential corrective measures that must be taken to ensure the public authority's compliance with the PATI Act going forward."

"A requester's confidentiality is critically important in the PATI scheme to protect requesters from retaliation for filing PATI requests. While some requesters may be very open about their requests, other individuals will depend upon their names being held confidential. The public cannot linger in doubt about the ability of public authorities to protect the confidentiality of requesters," further explained Commissioner Gutierrez.

"This is an entirely new law and procedure. We should expect that challenges will arise in this first year, including dealing with inadvertent or careless mistakes. The vast majority of these issues can be addressed through

the appeals process, which includes an independent review by the Information Commissioner and the option of judicial review," Commissioner Gutierrez continued. "But a breach of confidentiality cannot be undone. I am confident that this is understood now. The Information Commissioner's ongoing investigation seeks to ensure that public authorities are implementing the appropriate training, policies and procedures to safeguard the public's rights under the PATI Act as we move forward."

In response to questions about individual accountability for violations of the Act, Commissioner Gutierrez noted, "It is correct that in addition to addressing broad issues of compliance enforcement and the correction of errors through internal and independent review, the PATI Act has several provisions creating offenses for the knowing contravention of the Act under specific circumstances. But at this stage, the vast majority of errors will be addressed through the review process, corrective training/re-training for particular individuals and improvements in public authorities' policies and procedures." ■

Have you ever had a problem at home or work that seemed to consume every minute of your life? Did focusing on the problem lead you to forget or ignore other parts of your life? Sometimes, spending too much time focusing on one problem can negatively impact your life. That's why it's important to re-evaluate what you see as a problem and to put things into perspective.

To meet life's challenges, be proactive rather than reactive. Not all of life's problems can be foreseen, but if you work on solutions to potential problems before they come up, you will feel more in control of your life.

If you feel you are having serious problems, talk to someone; don't keep what you're feeling inside. Many times our friends, coworker or family members can offer us new ways to look at our problems. Additionally, many people seek counsel through the counselors at the Employee Assistance Programme of Bermuda. Other people find comfort talking about their problems with a clergyman. At any rate, talking about problems often allows us to see our challenges in a new light.

Often the first step to solving a problem is simply to get some distance. This will help you stay safe, calm down, and let your emotions cool down enough that your rational brain can help you figure out what to do. If you are having a problem with a coworker, walk away. Even if the situation does not involve another person, leave until you are able to calm down, think things through and come back with a healthy attitude and perspective.

In the end, it is important to change what needs to be changed in your life, and learn to accept things you can't change. There are going to be some problems that occur in life that you cannot control. Accept them and do the best you can. A work layoff, a divorce, a death in the family – these are some problems you simply can't control. But you can control how you respond to them, and take the necessary steps to put your problems into perspective.

If you need assistance please contact the **EMPLOYEE ASSISTANCE PROGRAMME OF BERMUDA.**



Employee
Assistance
Programme
Bermuda

P.O. Box HM 381, Hamilton HM BX
Web: www.eap.bm Phone: 441.292.9000
Fax: 441.292.8002 E-mail: info@eap.bm

[Log-on for additional information](#)

[If you need to talk...
we are here to listen.](#)

Look Up!

Find and circle all of the items that you might see when you look upward.

The remaining 24 letters spell an additional item you might see.

U P L A N E T S K R O W E R I F N
 G N I D J E T E X H A U S T E N N
 P O M T Y R U C R E M K I T E O I
 C O M E T C H I M N E Y S M O K E
 R M T S T G R B T S H F P L G I S
 E S E E A E L E A H D A L M N S D
 V F E L E U O T T R E A Z S I O R
 I L A N E R E R E I B S T E T L I
 D X I S I L T P S R P R U E I A B
 Y R K G L L A E I H E U N N R R I
 K Y A I H R R A S E O A J N W E G
 S S T I C T T E T R L W R L Y C D
 R E D S N O N L W P E U E D K L I
 A Y Y U H B I I R O T V I R S I P
 T K N G O G O I N A P O I O B P P
 S R A M H L A W S G J V E N U S E
 E R E T P O C I L E H C T E U E R

AIRPLANE
 BIG DIPPER
 BIRDS
 BLIMP
 BLUE SKY
 CHIMNEY SMOKE
 CLOUDS
 COMET
 DRONE
 FIREWORKS

GALAXY
 HAZE
 HELICOPTER
 HOT AIR BALLOON
 JET EXHAUST
 JUPITER
 KITE
 LIGHTNING
 MARS
 MERCURY

METEOR SHOWER
 MOON
 PLANETS
 POWER LINES
 RAINBOW
 SATELLITE
 SATURN
 SKYDIVER
 SKYSCRAPER
 SKYWRITING

SMOG
 SOLAR ECLIPSE
 STARS
 STREET LIGHT
 THE SUN
 TREETOP
 UNIVERSE
 VENUS

SOLUTIONS ON PAGE 2