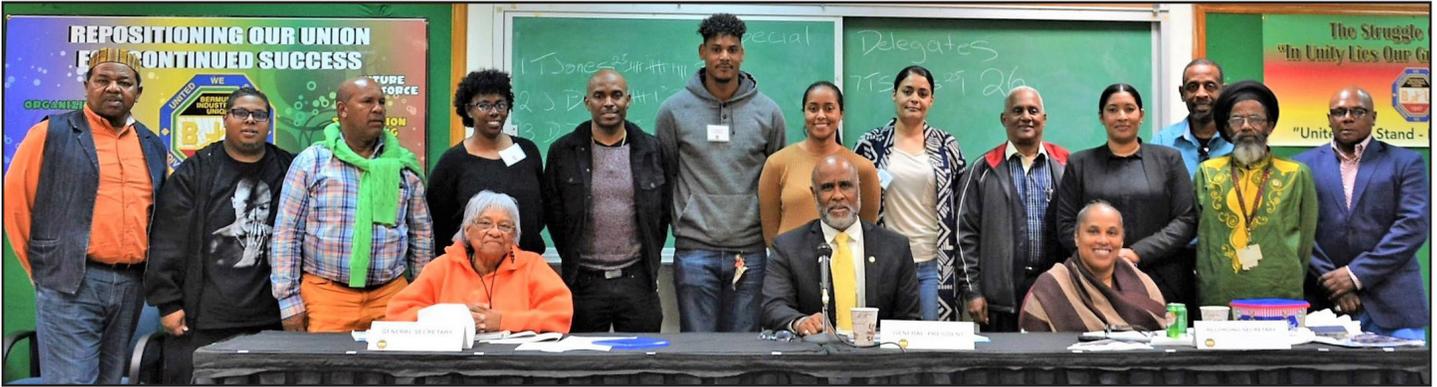




BIU Hold 5th Quadrennial Delegates Conference



New BIU Executive Board Members

The Conference was officially opened on Thursday morning in the Liberty Theater by the 1st Vice President, Brother Glen Simmons. Rev. Nicholas Tweed, Pastor of St. Paul's AME Church delivered the opening prayer. Sister H. Molly Burgess, General Secretary officially welcomed the delegates and invited guests.

Minister of Home Affairs, Walton Brown Jr., gave remarks. He shared that he was very happy to be speaking on the theme 'In Unity Lies Our Greatest Strength' as history is full of examples where Trade Unionism through unity has been able to improve the conditions of workers and others in the country. "The BIU has played a pivotal role in helping to achieve that and this government stands ready to continue to work with the Bermuda Industrial Union," continued Minister Brown. "So together we can make a stronger country with better rights for workers."

The Minister gave a few exam-

ples in history where the BIU has stood solidly to help to improve the conditions of everyone. They were the BELCO dispute in 1965, the 1981 general strike led by the BIU and the People's Campaign, a tripartite organization composed of the BIU, the BPSU, Rev. Tweed and others.

"Trade Unionism is here, it is relevant, it has power and there is power in strength; from a government standpoint they stand ready to work with the Trade Union movement and the BIU in particular," added the Minister. "In my ministry we have the Labour Advisory Council (LAC) which is meeting to address a wide range of issues involving labour legislation. They will work with the Trade Union movement to strengthen labour legislation because when we strengthen the rights of workers, we strengthen the rights of everyone else in the country."

The Minister ended his remark by saying his only plea is that when

there are issues of discontent by the BIU, that dialogue should happen first so that issues can be resolved prior to them becoming publicly a divisive.

Sis. Renee Jones, our Treasurer was called on to give remarks as a young person in the Union and her first four years as Treasurer. She began her presentation by sharing a conversation she had with her youngest daughter who questioned why she was attending the Delegates Conference and not her sports. "She listened to me expressing how very important these two days were going to be and when I was done she said "but isn't family more important than work?", shared Sis. Renee. "I explained to her that nothing is more important than family and we had a conversation about the importance of family and the necessity to work".

Sis. Renee explained that her journey at the BIU began twenty years ago and that she started

(continue on page 4)

Tribute to Brother Eugene McDonald Phillips “Freedom Fighter”



Brother Eugene Phillips was born during the period of struggle for the average Bermudian family, when the Black population of Bermuda was treated differently from the white population.

Young males and females understood early in their teenage and adult years that they would have to develop a work ethic that would gain them the opportunity and ability to gain employment. In this environment of the “polite society”, an individual was required to speak correctly and respect their elders. To some of us this may sound strange, however, the system required Black people to good workers in their place of work.

Brother Phillips survived the struggle and demonstrated his objections to the system by voicing his opinion in the Labour/Trade Union Movement and in the political arena. It was not difficult to recognize him at a meeting as he was always attentive to the speaker

and the audience and would speak readily on the topic. He participated actively on issues involving the forward movement of the people on social and political as well as the trade union movement.

Brother Phillips was employed on the Hamilton Docks for many years as a stevedore, unloading the cargo from the many vessels servicing Bermuda. He fought for fairness and equality of wages and working conditions in Bermuda’s workplaces for all Bermudian workers.

Personally, I will miss his wise counseling as he frequently visited my office at BIU Headquarters when he was able to get around on his own power.

We, the officers and members of the Bermuda Industrial Union salute our Brother Phillips and his family for a “job well done”.

“In Unity Lies our Greatest Strength”

THE WORKERS VOICE

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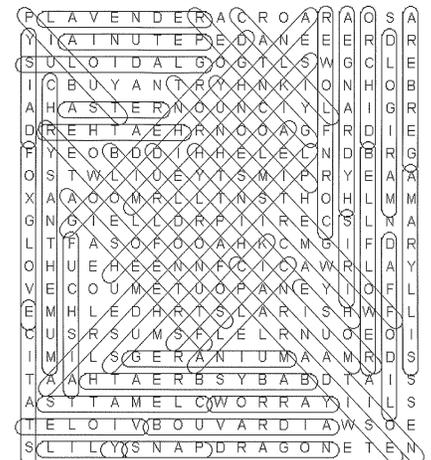
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Flowers



- | | | | |
|------------------|---------------|------------|------------|
| ALSTROEMERIA | CORNFLOWER | GOLDEN ROD | PANSY |
| AMARYLLIS | DAFFODIL | HEATHER | PEONY |
| ANTHRUM | DAISY | HOLYHOCKS | PETUNIA |
| ASTER | DELPHINIUM | HYACINTH | ROSE |
| BABY'S BREATH | FORGET-ME-NOT | HYDRANGEA | SNAPDRAGON |
| BELL FLOWER | FOXGLOVE | IRIS | STATICE |
| BIRD OF PARADISE | FREESIA | LAVENDER | STOCK |
| BOUVARDIA | FUCHSIA | LILAC | SUNFLOWER |
| CALLA | GERANIUM | LILY | TULIP |
| CARNACTION | GERBERA | LISIANTHUS | VIOLET |
| CHRYSANTHEMUM | GINGER | MARGOLD | YARROW |
| CLEMATIS | GLADIOLUS | ORCHID | |

The hidden sentence is: A ROSE BY ANY OTHER NAME WOULD SMELL AS SWEET



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Relief Should be Sought as a Result of Moniz's Frivolous Lawsuit

In my opinion, Dr. Brown, the Bermuda Government and Lahey Clinic should seek some type of relief from the former Attorney General for his \$4million failed lawsuit against Lahey Clinic because at the end of the day, all of the aforementioned have something as a result of Mr. Moniz's frivolous lawsuit.

Of late, I've been thinking about the commonalities between the former Attorney General, Trevor Moniz and the former Auditor General, Larry Dennis and as I see it, they have more in common than just their Portuguese heritage. Both have convinced themselves, and some members of the Bermuda public that some members of the PLP are corrupt, and that Dr. Brown in particular heads the list of corrupt politicians.

Bermudians should recall that in 2007 the former Auditor General, Mr. Dennis carried out, what I, and many others, considered a witch hunt into the affairs of former Premier, Dr. Ewart Brown with regards to the Bermuda Housing Corporation, which was not unlike the recent witch hunt started by Mr. Moniz, although ten years later. Just as Mr. Dennis' witch hunt came to naught, so did Trevor Moniz's frivolous lawsuit. However, both exercises in futility cost the Bermudian taxpayers millions of dollars. In fact, it is alleged that the legal costs for the Moniz fiasco is costing the Bermuda Government approximately \$2 million.

What is most galling about

the matter with Lahey Clinic is that the former Attorney General removed the files, which were the property of the Bermuda Government, from the Attorney General's Chambers prior to the July 17, 2017 General Election. I say removed, because the current Attorney General is on record stating that there were no files in the Chambers when she took office. Added to that, the former Attorney General, Trevor Moniz, admitted to the fact that there were no files in the Chambers on Friday, March 9, 2017. During the motion to adjourn in the House of Assembly, Mr. Moniz said that the files were kept in the offices of the Boston lawyers. In this the "Information Age", one wonders why, if the original files were in Boston, electronic copies were not kept in the Attorney General's Chambers in Bermuda as they should have been.

The removal of files from Government offices by Government officials is not new to Bermuda, especially when those files contain information about the former Premier, Dr. Ewart Brown. Lest we forget, in July 2007, the former "Auditor General was arrested for alleged possession of stolen documents". According to the Royal Gazette, "Detectives searched his Hamilton offices and his home in Smith's in the hunt for the source of a Police dossier leaked to the media which claimed Premier Dr. Ewart Brown and members of the Government were investigated over alleged



corruption at the Bermuda Housing Corporation". Mr. Dennis later admitted that the files were given to him by a member of the public.

Just as Larry Dennis was arrested ten years ago on suspicion of removing government files, I am wondering if there are any grounds for the arrest of Trevor Moniz. Surely, the removal of files from government offices must be a criminal act. I do recall that although Mr. Dennis denied having the Bermuda Housing Corporation files, his wife later returned the files to the Bermuda Police Service. One would hope that Lahey Clinic files were not stored in Trevor Moniz's home, even though there are those who say that the former Attorney General had the files shredded. Surely there is a method that can be used to ascertain whether an inordinate amount of shredding had taken place in the Attorney General's Chamber in mid-July 2017.

Some will say that the actions of the former Attorney General were politically motivated, it is my opinion that Mr. Moniz's actions, like those of Mr. Dennis, were not politically motivated, but personally motivated. I believe that both Mr. Moniz and Mr. Dennis set out to destroy Dr. Brown's credibility.

BIU Hold 5th Quadrennial Delegates Conference *(continued from page 1)*

with a community school certificate in bookkeeping and a willingness to learn more. "Since then I have furthered my education, however I believe it's what I've learned inside of this organization the opportunities that have come from here that have had the most impact on my life".

The first female treasurer recalled that during the last four years she has made presentations to international affiliates in Argentina, Switzerland and South Africa, explaining that the past four years has been an amazing journey for her.

"I've learned on this job that doors will open when you go the extra mile," continued Sister Renee. "To encourage you (the young members who may choose a similar path), I would say to be open to new experiences and challenges that take you outside of your comfort zone. Sometimes these challenges may cause conflict in your family life, but success require sacrifice".

Bro. Justin Paynter, Vice President of Works & Engineering, another young trade unionist, let the audience know that he is very passionate about the union. He thanked his uncle, Bro. Clarence Smith, former President of the Marine & Ports Division for pushing him to become involved. He became very emotional when he spoke of his daughter who was born with a congenital heart disease and had to have several heart surgeries and cauterizations.

"That is the reason why I decided to become a more active in the union," said Brother Justin. "I felt that my daughter deserved the best quality of life that I could provide for her."

Bro. Justin said he realized that it was time to stand up and join the

fight and endure the struggle that our forefathers went through to provide and protect our rights not only as workers but as Bermudians and most importantly as human beings. He said that as the next generation of leaders we have to be determined to put forward an earnest effort, no matter the difficulties they may come across, no matter how much it hurts now someday they will look back and realized their struggles enhanced their life for the better. He encourages the young brothers and sisters to stand up and let their voice be heard.

Bro. Collin then introduced the guest speaker, President, Emeritus, Bro. Ottiwell Simmons, who received a standing ovation as he made his way to the podium

Bro. Ottie noted that Rev. Tweed was in the audience and spoke of his father Brother Kingsley Tweed, former General Secretary of the BIU who led the Theater Boycott in 1959.

"Those were rough days, particularly for black people, to see how Bermuda was carved up in terms of race and I come here this morning and I do not see a real mixture of people," pointed out Brother Ottie. "I have been been fighting racism all of my life. The Bermuda Industrial Union has got to make sure that there is change in the social behaviour of this country".

Bro. Ottie explained that the BIU has made a difference in this community from the time of Bro. Kinsley, Dr. E. F. Gordon, Bro. Martin T. Wilson and Bro. Robert Johnston. He noted that the struggle continues and it is a constant fight for rights and justice and we have got to win the fight; we have a country that we have to own

and we have to respect.

"The BIU and the PLP are now in a position that we can make a difference together", Bro. Ottie said. "I think history is important because it gives us all of the mistakes that man has made in various generations and it gives us a chance to correct those mistakes."

Bro. Ottie reminded those present of the "The History of the Bermuda Industrial Union" that was commissioned and authored by Bro. Ira Philip when Bro. Derrick Burgess was President

There was then a historical video presentation of the Bermuda Industrial Union.

Brother Chris took to the podium to give the vote of thanks. He thanked Minister Brown, Sister Renee and Brother Justin. He also acknowledged our sister unions and our social partners who attended the opening ceremony.

In thanking Brother Ottie, Brother Chris very emotional saying "... I to stand here and give the vote of thanks to somebody who has always been a mentor to me". Bro. Chris told the audience that he has made a decision that in four years' time he is going to take Bro. Ottie's position and he is going to walk away from the BIU.

Ending his remarks, Bro. Chris said there is an issue that should be of concern to every Bermudian, and that is the \$24 million grant that the Bermuda Government gives to the Bermuda Tourism Authority. He noted that BTA made public their very high salaries and incentives after a PATI request. He said that their incentives increased over 300% from 2015 to 2016 and he hopes that will be looked at by the current

(continue on page 7)

The Real Story Behind Last Year's Queen's Honour Awards

While the focus seems to be on the seemingly lack of diversity with regard to the Queen's New Year's Awards, the real motivation behind the selections seems to have been missed and that is not only it being overwhelmingly white, with only two black people in the mix, but there seemed to be a preponderance of people who received awards that were connected to the America's Cup. Was this a coincidence or a deliberate plan to keep the focus on last year's OBA Government's hosting of the A.C.?

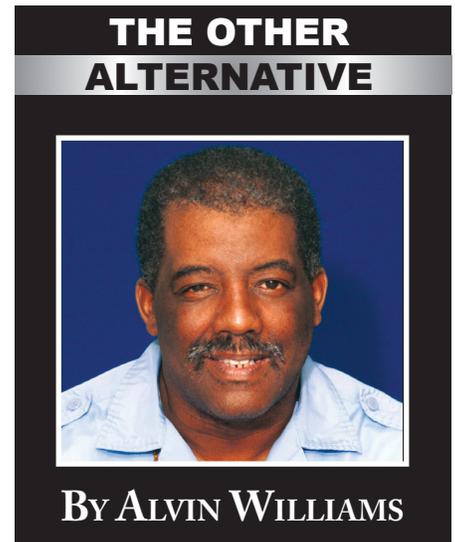
To date, apart from the favourite reports that were released in the aftermath of the event, we have had a television programme which featured the event itself, a palpable disappointment that the current PLP government has not been singing the former OBA government's praise at having staged the event, and I am not sure what is in the former Finance Minister's book in which he claims to have single-handedly saved Bermuda's economy when his government began its one term as government before the political verdict of July 18, 2017. It would be interesting to see if he mentioned having found the money tree which he had claimed did not exist, yet his OBA Government found millions

of dollars to host the America's Cup.

I and others held the opinion that despite all the hype surrounding the hosting of the AC, Bermuda could not afford to host his event and that is reflected in the running down of Bermuda's infrastructure, the breakdown of Bermuda's system just being one example.

It was quite clear that the OBA was desperate to point to something that it did as government, to put facts on the ground so to speak. It would have been a tall order to match what the PLP did in its first term as government in being able to put facts on the ground and the expanding of Bermuda's infrastructure.

We saw how the PLP government put in place and developed housing for Bermuda, developed an urgent care center for the east end of the island, built a new court building and police complex, developed a cruise ship terminal at the Dockyard, built a new hospital wing, redeveloped the Port Royal Golf Course in Southampton and allowed free Bermuda College tuition and children to ride the bus free. Then the excesses of the cowboys of Wall Street plunged the American economy into an economic crisis which had its impact on Bermuda.



The PLP was then accused of wasting Bermuda's money. But they had spent it on Bermuda's development needs and the people while the one-term OBA government gave huge tax breaks to Bermuda's corporate and business interests while telling the people that money does not grow on trees. Hence the rush to build a new air terminal and the hosting of the America's Cup. I wonder if the former Finance Minister revealed in his book that he knew that the Canadians would sell the contract to build a new airport to the Chinese which now has a thirty-year control of Bermuda's national airport.

That is the story behind last year's Queen's Awards which saw so many America's Cup connections. It was an attempt by the former OBA government and its political supporters to salvage some type of legacy where there is none.

Premier Announces that Airport Contract Cannot Be Cancelled

Below is the full statement from Premier David Burt on the Airport Contract:

OPENING/INTRODUCTION

True democracy demands transparency and transparency grows trust. The previous government was not transparent, and at every turn, an agenda, other than one for the people of this country, was being pursued. The project agreement for the redevelopment of LF Wade International Airport stands as a stain on the relationship between a government and the people it is meant to serve. From start to finish this agreement has been caught up in justifiable concern expressed in homes, clubs and churches across the Island. The People's Campaign gave voice to the core issues presented by this bad deal and promoted a public awareness of its significance to a generation of our people.

Central to our election promises to the people of Bermuda was to look carefully and deliberately at the Agreement and to determine how we could reverse what had been done in their name but not on their behalf. The review is now complete and I am today releasing the results of that review to the public. I encourage everyone to read it and digest what has been found.

THE REVIEW

The Government carried out a review to determine whether it could: terminate the contract, and if we could not, then could we change the contract so Bermuda has more control of its own Airport. And finally, we wanted to know whether we could make the contract more beneficial for Bermudians; in short, we wanted "a better deal".



The review was undertaken by the Bermuda Airport Authority and its global infrastructure advisor, LeighFisher. And in the interest of complete transparency, it will be made available to the Bermuda Public today in its entirety, and can be found on the Government portal at www.gov.bm.

We encourage the Public to read it and decide what is relevant to them; however Leigh Fisher made a few findings that I wish to highlight.

TERMINATING THE CONTRACT

Firstly, Leigh Fisher found that terminating the contract, while being legally possible, would produce commercial, political and reputational damage that far exceeded any of the benefits of termination. The process of terminating the contract can be found in Section 15(3) of the Project Agreement (which can be found on www.parliament.bm).

Some Bermudians, especially lawyers may find it interesting that the Agreement does not even have a section that addresses 'early termination' on the part of AECON; in other words, while the contract wholeheartedly defends AECON's interests if the Government ter-

minates the contract, it is woefully silent on Bermuda's interests. While the financial consideration is the most significant aspect, terminating the contract would also send a worrying message to the world in terms of Bermuda honouring contracts with international companies.

While it is difficult to give a precise figure on how much it would cost to terminate, I did ask our Technical Officers for an approximate cost if the Government terminated the contract today; the estimate that we have been given is in that the government would have to pay AECON a minimum of \$196 million dollars.

Therefore, unfortunately, as the Minister of Finance, it would be fiscally irresponsible of me to bankrupt the Country, damage our credit rating, and sink our reputation globally by paying a penalty of millions of dollars to terminate the contract; in fact, it would be just as fiscally irresponsible as it was for the former OBA Government to enter into this contract in the first place.

More importantly, however, I refuse to deprive a child of the necessary investment in their education; I will not preside over an erosion in the benefits we owe our seniors

(continued from page 6)

and I cannot betray the taxpayers of this country who rightly expect to receive the services we promised to provide. Make no mistake, this review is our initial examination of this agreement. We will not rest until we achieve the best possible outcome from this situation. Why? Because on December 2nd 2016, citizens in this country who were engaged in a lawful protest, another cornerstone of democracy, were pepper sprayed in scenes that sicken me to this day. Where the people exercise their rights, guaranteed under the Constitution, their government must respect the expression of their views. To paraphrase what I said in the Budget Statement: The people should no longer have to shout to be heard.

CHANGING THE CONTRACT

Since we cannot wisely terminate the contract, is there a way to negotiate changes? The Reviewers found that unlike other similar contracts, **THIS PROJECT AGREEMENT DOES NOT ALLOW ANY CHANGES.** Leigh Fisher stated, and I quote:

“The Project Agreement does not contain a mechanism to facilitate the introduction of changes or variations to the Project. This is extremely unusual for P3 contracts particularly due to the lengthy term...”

Therefore, without a clause that sets out how to make changes, and which ones can be made, the Government cannot change the contract at all. This one shameful and degrading failure by the OBA

may be the most heinous aspect of the whole Agreement.

CONCLUSION

My genuine hope in all of this was to determine the best means by which to get us out of this Agreement. I asked the Deputy Premier - Minister Walter Roban to bring the Agreement to this press conference today and these immense binders before you constitute “the Agreement”. Here are the reams of paper produced with one apparent objective: to deprive the people of Bermuda of their most significant asset. Let me be clear, we are not discouraged by this sight and these volumes of “legal-ese”. Our commitment to the people of Bermuda remains unwavering. We will work through this bad deal and do all that we can to realize some good for the people.

BIU Hold 5th Quadrennial Delegates Conference (continued from page 4)

government.

Bro. Chris also noted that the Minister has mentioned that there was a sub-committee of the Labour Advisory Committee (LAC) asked to look at labour laws and he knows that very soon they will be submitting those proposals to the Minister for government to consider. Once they are considered hopefully the labour force will be quite satisfied with the changes.

Delegates returned to the Gordon Hall to deliberate the Union’s business for the next two days prior to the holding of the election of

officers which was the last thing of the Conference Agenda.

Brother Chris Furbert and all other BIU Executive members, except for Brother Louis Somner who did not run for office, were returned to the former positions at 5th Quadrennial Delegates Conference which closed on Friday, March 16, 2018. Filling the seat left vacant by Brother Somner as 2nd Vice President is Brother Christopher Belboda, a member of the Hotels, Nightclubs and Restaurants Division. Other BIU Executive members are as follows: Brother Chris Furbert,

President; Brother Glenn Simmons, 1st Vice President; Sister H. Molly Burgess, General Secretary; Brother Graham Nesibitt, Assistant General Secretary; Brother George Scott, Chief Organiser; Sister Ronaldine Burgess, Recording Secretary; Brother Arnold Smith, Research Officer and Brother Collin Simmons, Education Officer. The six special delegates who were elected are as follows: Brothers Thomas Jones, Staphen Dill, Jerl Dill, Sisters Donah DeSilva, Cebelle Dawson and Kryshae Furbert.

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BIU's 10th Annual Women's Day Tea

The BIU held its 10th Annual Women's Day Tea, in recognition of International Women's Day on Saturday, March 10, 2018 at the Fairmont Southampton Princess Hotel. Our guest speaker this year was Sister Shirley Pryce, the Founder and President of the Jamaica Household Workers' Union.

Sister Kathy Landy and Sister Shirley Pryce



Senator Crystal Caesar, former Senator Kim Wilkerson, Sister Shirley Pryce and Attorney General, Senator Kathy Lightbourne



Sister Tracey Sharrieff, wife of BIU President, Chris Furbert, Sister Shirley Pryce and Sister H. Molly Burgess, BIU General Secretary

The Board of the BTA Approved Massive Incentive Increases in 2016

The Bermuda Tourism Authority has been receiving a Government grant around \$25 Million each year for the past 5 years. These are taxpayer's dollars that are being used to fund this private company. The BTA was set up by the OBA Government with the understanding that they become self sufficient. How much longer will tax payer dollars be used to pay for this private run company?

This question needs to be answered because the Bermuda Tourism Au-

thority has filed two years of financials 2015, 2016 that have been made public. What is quite noticeable is the salaries and incentives that is being paid to staff. Salaries in 2015 range from \$65,000 at the low end to \$300,000 at the high end. The total cost for salaries range from \$4,490,000 to \$4,960,000. Staff also receive incentives in 2015 ranging from \$10,000 at the low end to \$20,000 at the high end.

Salaries in 2016 range from

\$65,000 at the low end to \$320,000 at the high end. The total cost for salaries range from \$4,560,000 to \$5,020,000. Staff also receive incentives in 2016 ranging from \$10,000 at the low end to \$95,000 at the high end.

In 2016 the Bermuda Tourism Authority's top 5 positions received massive incentives increases Approved by the Tourism Board, please see the figures below:

INCENTIVE RANGE		
	2015	2016
Chief Sales & Marketing Officer	\$15,000 - \$20, 000 \$ Increase Percentage Increase	\$90,000 - \$95,000 \$75,000 - \$75,000 500% - 375%
Chief Sales & Marketing Officer	\$15,000 - \$20, 000 \$ Increase Percentage Increase	\$85,000 - \$90,000 \$70,000 - \$70,000 470% - 350%
Chief Operating Officer	\$15,000 - \$20, 000 \$ Increase Percentage Increase	\$70,000 - \$75,000 \$55,000 - \$55,000 370% - 275%
Chief Investment Officer	\$15,000 - \$20, 000 \$ Increase Percentage Increase	\$65,000 - \$70,000 \$50,000 - \$50,000 330% - 250%
Chief Product and Experiences Development Officer	\$15,000 - \$20, 000 \$ Increase Percentage Increase	\$65,000 - \$70,000 \$50,000 - \$50,000 330% - 250%

Now how can the Bermuda Tourism Authority Board justify approving these kind of salaries and incentives that are being paid to the staff. As I said earlier, the Bermu-

da Tourism Authority is funded by the Bermuda Government using taxpayer's money, so how can anyone justify these kinds of salaries and incentives when there are some many

Bermudians who are struggling to make ends meet from week to week or month to month? This cannot continue!

MASSIVE SALARIES AND INCENTIVES

(BTA) Bermuda Tourism Authority Salaries & Incentives 2015				
	TITLE	Salary Range		Incentive
1	Chief Sales & Marketing Officer	\$ 270,000.00	\$ 280,000.00	5% - 10%
2	CEO	\$ 290,000.00	\$ 300,000.00	5% - 10%
3	Chief Operating Officer	\$ 225,000.00	\$ 235,000.00	5% - 10%
4	Chief Investment Officer	\$ 225,000.00	\$ 235,000.00	5% - 10%
5	Chief Product and Experiences Development Officer	\$ 225,000.00	\$ 235,000.00	5% - 10%
6	Director of Finance	\$ 140,000.00	\$ 150,000.00	0% - 5%
7	Director of Public and Stakeholder Relations	\$ 130,000.00	\$ 140,000.00	0% - 5%
8	Director of Research & Business Intelligence	\$ 130,000.00	\$ 140,000.00	0% - 5%
9	Director of Marketing	\$ 120,000.00	\$ 130,000.00	5% - 10%
10	Director PR & Content Management	\$ 115,000.00	\$ 125,000.00	0% - 5%
11	Director of Partnerships	\$ 115,000.00	\$ 125,000.00	0% - 5%
12	Sports and Events Development Manager	\$ 85,000.00	\$ 95,000.00	0% - 5%
13	HR Manager	\$ 85,000.00	\$ 95,000.00	0% - 5%
14	General Accountant (BERMUDA)	\$ 85,000.00	\$ 95,000.00	0% - 5%
15	Culture and Leisure Events Manager	\$ 85,000.00	\$ 95,000.00	0% - 5%
16	Marketing Production Manager	\$ 85,000.00	\$ 95,000.00	0% - 5%
17	Business Development Manager (1)	\$ 80,000.00	\$ 90,000.00	5% - 10%
18	Business Development Manager (2)	\$ 80,000.00	\$ 90,000.00	0% - 5%
19	Executive Assistance (US)	\$ 80,000.00	\$ 90,000.00	5% - 10%
20	Communications and Tourism Appreciation Manager	\$ 70,000.00	\$ 80,000.00	0% - 5%
21	Tradeshaw & Events Manager	\$ 70,000.00	\$ 80,000.00	0% - 5%
22	Administrator	\$ 70,000.00	\$ 80,000.00	0% - 5%
23	Assistant Investment Manager	\$ 70,000.00	\$ 80,000.00	0% - 5%
24	Hotel Liaison	\$ 70,000.00	\$ 80,000.00	0% - 5%
25	Digital Manager	\$ 70,000.00	\$ 80,000.00	0% - 5%
26	Business Development Manager (3)	\$ 70,000.00	\$ 80,000.00	0% - 5%
27	Business Development Manager (4)	\$ 70,000.00	\$ 80,000.00	0% - 5%
28	Business Development Manager (5)	\$ 70,000.00	\$ 80,000.00	0% - 5%
29	Business Development Manager (6)	\$ 70,000.00	\$ 80,000.00	5% - 10%
30	Business Development Manager (7)	\$ 70,000.00	\$ 80,000.00	5% - 10%
31	Business Development Manager (8)	\$ 70,000.00	\$ 80,000.00	5% - 10%
32	Business Development Manager (9)	\$ 70,000.00	\$ 80,000.00	0% - 5%
33	Business Development Manager (10)	\$ 70,000.00	\$ 80,000.00	0% - 5%
34	Marketing Coordinator	\$ 65,000.00	\$ 75,000.00	0% - 5%
35	Accounting Assistant (US)	\$ 65,000.00	\$ 75,000.00	0% - 5%
36	Executive Assistance (BDA)	\$ 65,000.00	\$ 75,000.00	0% - 5%
37	Recetionist	\$ 65,000.00	\$ 75,000.00	0% - 5%
38	External Coordination Manager	\$ 65,000.00	\$ 75,000.00	0% - 5%
39	Assistant Product Development Manager (1)	\$ 65,000.00	\$ 75,000.00	0% - 5%
40	Assistant Product Development Manager (2)	\$ 65,000.00	\$ 75,000.00	0% - 5%
41	Assistant Product Development Manager (3)	\$ 65,000.00	\$ 75,000.00	0% - 5%
42	Assistant Graphic Designer	\$ 65,000.00	\$ 75,000.00	0% - 5%
43	Research Assistant	\$ 55,000.00	\$ 65,000.00	0% - 5%
44	Special Projects	\$ 55,000.00	\$ 65,000.00	0% - 5%
45	IT/On-Site Support	\$ 55,000.00	\$ 65,000.00	0% - 5%
46	Customer Service Representative	\$ 55,000.00	\$ 65,000.00	0% - 5%
47	Front Line Ambassador	\$ 55,000.00	\$ 65,000.00	0% - 5%
		\$ 4,490,000.00	\$ 4,960,000.00	

THE TOTAL INCENTIVES IN 2015 RANGE FROM \$75,000 AT THE LOW END TO \$520,000 AT THE HIGH END.
 THE TOTAL INCENTIVES IN 2016 RANGE FROM \$580,000 AT THE LOW END TO \$1,015,000 AT THE HIGH END

Justifying a Bad Deal

by The People's Campaign

It is truly amazing that *IJ Global Magazine*, a top specialist publication concerned with project finance and construction, based in London, is not only justifying the “Bad Airport Deal” that was negotiated by the former Minister of Finance, the Hon. Bob Richards and supported by the OBA Government at the time, but has awarded the project the “2017 North American Deal of the Year.”

According to its website, “IJ Global is the platform for market makers to develop key relationships and partnerships to generate leads, build business and deliver projects.” Apparently *IJ Global Magazine* supports the use of PPPs for financing these kinds of projects, yet The European Court of Auditors (ECA), the European Union’s very own Financial Watchdog, has slammed Public Private Partnerships (PPPs) in a no-holds-barred report released recently. One has to wonder if in its criteria it includes “impact analysis” upon the host country of the project. How does a Company support the removal of Government revenue over a thirty (30year) period? It would appear that these issues are irrelevant to the insider publication that is only concerned with projects and profits.

The former Minister of Finance, Bob Richards said in a statement to the Royal Gazette when asked about the award, that the news “put a smile on my face.” He also stated “I hope Bermudians now understand the difference between facts and political spin.”

Mr. Richards would have us believe that the granting of this award

justifies the decision made by him and the OBA Government to transfer control of our Airport to be run by Aecon for the next 30 years. The Airport deal means that Aecon will receive ALL the revenues over that period. Mr. Richards wants the people of Bermuda to accept that fact just because of this award, awarded by an inside industry entity. As if all of the duplicity and misleading of the public is justified by the granting of an award. My question is “How do you make wrong right, by receiving a “Deal of the Year” award from an insider company that supports PPPs?”

The European Court of Auditors Report stated that “the PPPs audited suffered from widespread shortcomings and limited benefits, resulting in £1.5 billion of inefficient and ineffective spending.” In addition, “value for money and transparency were widely undermined in particular by unclear policy and strategy, inadequate analysis, off-balance-sheet recording of PPs and unbalanced risk-sharing arrangements.”

The ECA’s press release states, “EU co-financial Public Private Partnerships (PPPs) cannot be regarded as an economically viable option for delivering public infrastructure,” calling into question the EU’s long-entrenched promotion on the controversial funding mechanism. PPPs have long been mired in controversy. In London, UK the termination of transport PPPs resulted in a £1 billion reduction in costs, mainly through the elimination of shareholder dividends and legal fees. In Canada, after the

Government decided to build four schools via public provision rather than through PPPs, the savings were enough to build an entire new fifth school. So much for the argument that PPPs are cheaper.

History is important, as such it should be remembered that long before the above-mentioned report by the European Court of Auditors was released, the People’s Campaign voiced its opposition to the Airport Development Project and dubbed it “A Bad Deal for Bermuda” in a report dated August 1, 2016.

In our introductory paragraph we stated “People are not convinced that this deal will bring value for money, and, as information slowly drips out from behind the veil of secrecy, it is becoming evident that despite the Minister of Finance’s claim that the debt will not be carried on the Government’s book, there will be significant expenses associated with this project that will become the responsibility of the people of Bermuda.”

The “veil of secrecy” that we spoke about referred to the hundreds of e-mail messages between the former Minister of Finance, AECON, Canadian Commercial Corporation and others reflecting questionable conduct in the process, including that of the General Manager of the L.F. Wade International Airport, Aaron Adderley, and others. Mr. Adderley has seemingly been rewarded for his role and is now the President of Skyport, the entity that is now running the airport.

One such email from Steve Nackan of Aecon dated July 3, 2014 reads

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Justifying a Bad Deal

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as follows: “Wendy & Don, I sent this through to.... For *back channel review* before sending to Bermuda..... Once we have made changes, we will need to figure out where to send this formally. A bunch of us are going down to Bermuda Sunday-Tuesday to do some site diligence. Don is not able to attend which is fine and *I don't think we need CCC present for this visit*. I do however feel *it is important to maintain the CCC cover for this visit i.e. we are the CCC team etc etc*. So I would like to use the CCC logo or some variation of it when sending proposed agenda for the visit etc (see draft attached). Would you be OK with that?”

Another email, dated July 24, 2014 reads as follow “I offered to Aaron that we would generate a list of questions and answers based on our experience of what typically comes up around these things – usually by critics – same stuff we generated for Cayman. Let's put down our top 20 – giving equal opportunity to items that address concerns and items that show off what a great thing this is (*maybe we get some of those questions planted*).”

Out of the hundreds of e-mails that were exchanged, the one from Mr. Richards dated November 8, 2014 to civil servants and others is most disturbing. In that email the former Minister of Finance wrote *“I've fuzzied up the no new debt part in view of the funding gap.”*

In an effort to exercise due diligence The People's Campaign sought an independent legal opinion from a leading UK expert, Mr. James Goudy, QC who reviewed the

deal. Mr. Goudy examined the slew of e-mails between Aecon, CCC, the Minister of Finance and others, along with all of the documents that were in the public domain. Mr. Goudy in his conclusions expressed a number of concerns. Among the concerns are the following:

1. There are nonetheless two matters that are perhaps of even greater concern than serious irregularity:
 - (a) Whether there was collusion or other unethical conduct between CCC and Aecon of which the Finance Minister was aware; and/or
 - (b) Whether the Finance Minister made false statements.
2. As to the former, in my opinion, on the evidence, each of CCC, Aecon and the Finance Minister were at all times aware that:
 - (a) The transaction was being presented as one between Bermuda and CCC, whereas it was Aecon rather than CCC that was the driving force at the Canadian end;
 - (b) It was represented that CCC would be selecting Aecon, whereas this would not be, and Aecon would engage, and indeed had engaged, CCC; and
 - (c) CCC's essential role was in their own description to provide “cover” for Aecon, which CCC did provide.
3. I regard there as being a prima facie case of unethical conduct, whether or not there has been collusion, as defined. There was

as I see it a concerted approach to represent things publicly as other than they were known to be. The Aecon factor was regarded by the parties as, and was, significant, but was deliberately kept under wraps. The e-mails are I believe a smoking gun.

4. This seriously flawed approach fed through into the way in which the Finance Minister's Ministry obtained a waiver from the Accountant-General of procurement requirements. CCC and the Finance Minister and his Ministry in my view facilitated Aecon obtaining a contract without competition by subterfuge.
5. As the Finance Minister well knew by that time, and had known for some months, Aecon had already been selected, or rather had selected itself. CCC was not going to make any selection: it was only ever going to decide whether to accept Aecon's proposal, and it had already made that decision, and accepted that proposal.

In spite of all of the above “FACTS,” to some it would appear that an “any means necessary approach” is its own justification, the “ends justify the means,” it does not matter how something is done or what has to be done to achieve it, morality and right can be sacrificed on the altar of expediency. Hence in some circles, IJ Global awarding the Airport Development Project the “2017 North American Deal of the Year” will be its own justification.

Mutual trust and confidence between employer and employee - the heart of the employment relationship.

In the Workers' Voice publication dated May 29 2015, I discussed how terms and conditions of service contained in a Collective Bargaining Agreement, The Employment Act 2000 or a company manual or employee handbook are incorporated into an employee's contract of employment.

I identified mutual trust and confidence as one of a number of implied terms capable of incorporation into an employee's contract of employment. The case for this implied term is much stronger. The law suggests mutual trust and confidence is an implied term and condition incorporated into every contract of employment.

Many contracts of employment do not contain an express written term stating that the employer and employee must treat each other with mutual trust and confidence. This is surprising considering the importance of the term, and the fact that in the day-to-day conduct of an employment contract, mutual trust and confidence is the glue that binds the relationship between every employer and employee.

This article will discuss, firstly, what trust and confidence in the employment relationship means. Secondly, the positive duty imposed upon both the employer and employee to make the contract of employment work. Thirdly, examples of conduct that the Courts have determined breach the obligation of mutual trust and confidence between employee and employer. Fourthly, whether a series of events



or course of conduct can amount to a breach of the obligation of mutual trust and confidence between employee and employer and; fifthly, examples of conduct which do not breach the obligation of mutual trust and confidence between employee and employer.

I. What trust and confidence in the employment relationship means.

In the important United Kingdom legal authority *Eastwood v Magnox Electric plc* 2004 IRLR 733 HL, which is binding upon the Courts of Bermuda, the Court stated "The trust and confidence implied term means that an employer *must treat his employees fairly*. In his conduct of his business and in his treatment of his employees, an employer must act responsibly and in good faith"

In another important legal authority *Woods v W M Car Services (Peterborough) Ltd* 1981 IRLR 347 EAT the Court stated " It is clearly established that there

is implied in a contract a term that the employers will not, without reasonable and proper cause, conduct themselves in a manner calculated or likely to destroy or seriously damage the relationship of confidence and trust between employer and employee. Any breach of this implied term is a fundamental breach of the contract since it necessarily goes to the root of the contract".

In Bermuda the implied term of trust and confidence was recognised as applying to contracts of employment by the Supreme Court in the case *Stevedoring Services Ltd v Simmons and Others* 2000 Bda LR 29.

Although the implied term is often described as imposing a duty upon an employer to treat an employee fairly by maintaining trust and confidence in the employment relationship, the obligation is mutual. *An employee is also bound by the implied term and must uphold his end of the bargain by treating his employer fairly by maintaining trust and confidence in the employment relationship.*

In order to determine if, for example, an employer has breached the implied duty of trust and confidence, the conduct of the employer must be both serious and materially damaging to the employment relationship. The impact of the employer's behavior upon the employee is an important factor when assessing whether there has been a breach of the implied term. However, what the employer intended by his conduct is not a relevant factor.

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Mutual trust and confidence

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The implied duty of trust and confidence only applies during the employment relationship. Once a decision has been taken to dismiss an employee, the trust and confidence obligation no longer exists.

II. The implied term of trust and confidence imposes a positive obligation upon the employer and employee to perform the contract fairly.

The obligation of mutual trust and confidence is taken from the general duty of cooperation between parties engaged in a contract - in this case, a contract of employment. There must be basic cooperation between the parties to ensure the terms of a contract can be carried out.

The relationship between employer and employee is heavily weighted in favour of the employer because of his/her power in the employment relationship. For example, once a contract of employment has been agreed, the employer dictates the work to be performed, how and when it is to be performed, the terms and conditions of service and the rates and frequency of pay. An employee can decide to accept or reject the employer's conditions of service. As a result, the importance

of the implied duty of trust and confidence lies in its impact on the obligations of the employer to treat the employee fairly.

Examples of this positive duty imposed upon an employer to treat an employee fairly includes the following obligations to:

Provide information to employees about the rights of employees to purchase added years of pensionable service.

Protect an employee against victimization and harassment which causes physical or psychiatric injury. In one example the victimization and harassment of a female police officer took place when she had broken the team rules by complaining of sexual acts by a fellow police officer. Her employer failed to protect her from the behavior of her fellow officers.

Render reasonable support to an employee to ensure that the employee can carry out the duties of his/her job without harassment and disruption by fellow workers.

III Examples of conduct which breach the implied term of trust and confidence.

Conduct by an employer demonstrating that he has no confidence in the employee or acting in a manner calculated or likely to destroy or seriously damage the employer/employee relationship

amounts to a breach of the implied term of trust and confidence.

The following are examples of conduct by an employer which can amount to breach of the implied term:

Allowing the physical and verbal abuse of an employee.

Calling a female secretary a bitch.

Changing the terms of an interest free or reduced interest loan to the employees detriment when the house proved difficult to sell on relocation of the employee.

Giving the employee a severe telling off in front of others.

Swearing at an employee in the office when he was unable to travel abroad for work due to family commitments.

Failure to provide the police with relevant information which led to the employee's wrongful arrest and suspension from work.

Bullying, unjustified criticisms and taking credit for someone else's work.

Failure to investigate and support a complaint or take seriously complaints of sexual harassment.

Requiring an employee to carry out increased duties without providing them with support.

Giving an employee an excessive work load.

Moving a senior worker to an inadequate office or location.

Not following an existing

(continue on page 19)

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Things sure have changed. Gone are the days when the necktie defined a dress code at work, when break rooms had oversized ashtrays, and the occasional wink was common if not completely acceptable. No, your workplace is governed by values that erase demographic differences, with consequences for anyone who doesn't grasp their grounding in principles of mutual respect.

One of the new twists is something called ageism – discrimination based on age. While as illegal as racism and sexism, it remains the most prevalent and difficult to prove of all workplace prejudices. Because of economic realities that include the deteriorating state of the once-reliable corporate pension, there are more “older” people in the workplace than ever before, which means that unlike other workplace prejudices, ageism is actually on the rise.

Age is Just a Number

Ageism brings emotional distress to workers who feel passed over, discriminated against, and undervalued. As of 2010, 40% of the workforce is over 45. Polls show that 78% of “older” workers have already experienced some form of age discrimination, and over half no longer feel confident at work. A startling 83% say they would be challenged to find a new job at all, much less one where the stress of dealing with ageism would be less.

Who's Who in the Age of Ageism

Before baby boomers came a generation of workers that are still frequently found today's payrolls. This generation (born before



1946) is composed of traditionalists who respect authority and generally prefer to go “by the book.” They are loyal and dependable, and for the most part they don't understand boat-rockers who, in their view, don't appreciate the value of having a job.

Baby boomers now in their late 40s to early 60s are often workaholics. Many have experienced their share of economic hardship, including retirement plans savaged by corporate failures or bad investments. Too often they are working because they have to as



Respecting Generation Differences at Work

much as because they want to.

Generation-X workers (born 1965 to 1978) have a markedly different view of employment, often attributable to having seen their parents slammed by corporate disasters. They are traditionally less loyal, frequently changing jobs for more money, and they value their time off as much as their employer's bottom line.

And finally, with their bikes parked next to all the SUVs, is Generation-Y (born 1979 to 1997), who can't imagine a world without the internet or 125 digital channels. They have little patience with anyone who doesn't seem to grasp technology as a way of not only working, but of living, and while they respect authority, that only goes so far when those in power don't see the world through their cultural lens.

Can't We All Just Get Along?

The key to co-existence is acknowledging differences among generations and accepting the idea that each age group has both something to learn and something to offer. When an older coworker does something you don't approve of, try not to blame their age. Try understanding things from their perspective. Rather than criticize, consider an offer to help. If you're an older worker and feel isolated from your younger peers, ask a question instead of offering advice. Both ends of the generational spectrum make the mistake of thinking they know more than the other, when in fact they both have something to offer the workplace. You may not end up swapping downloads for your iPod, but you might learn something about each other, and you may make a new friend along the way.

Southampton Princess Union Executives and Management Hold Seminar

by Kryshae Furbert



The Union Executives of Fairmont Southampton, Brothers Herbie Bascome, Kim Tucker and Chris Belboda and Sisters Betty Jean Gilbert and Yvonne Bradshaw and the Hotel Executives, Wouter Aarts, Norma Nielsen and Donna Harvey-Maybury and Talent & Culture Coordinator, Kryshae Furbert organized a Union seminar which was held at the hotel on Tuesday, 13th February for Shop Stewards and Hotel Leaders. The seminar was facilitated by Bro. Collin Simmons, BIU Education Officer and Sister Molly Burgess

General Secretary of the BIU participated in the discussions.

The purpose of the seminar was to discuss the Collective Bargaining Agreement (CBA) with the hope for both Leaders and Shop Stewards to leave the workshop with a better understanding of the CBA. It was the first of its kind to take place on property.

The seminar began with opening remarks from Kieran MacDonald, General Manager of Fairmont Southampton and Brother Herbie Bascome,

President of Hotel Division & Chief Shop Steward. The seminar lasted for just over three hours and involved healthy dialogue between the two parties. Some of the topics discussed were sick leave abuse, the grievance procedure, wages and two new articles added to the CBA last year; prohibition of seasonal/temporary contracts for workers other than summer students and pay after midnight. Both sides expressed their concerns and asked questions.

We believe it was a progressive step towards a stronger partnership between management and the Union.

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Public Awareness Fact Sheet

Misuse of Drugs (Decriminalisation of Cannabis) Amendment Act 2017

1. The Misuse of Drugs (Decriminalisation of Cannabis) Amendment Act 2017 came into effect on 20 December 2017 to make amendments to the Misuse of Drugs Act 1972.
2. Cannabis remains a controlled drug under the Misuse of Drugs Act 1972. The Misuse of Drugs (Decriminalisation of Cannabis) Amendment Act 2017 does **NOT** legalize the use of cannabis in Bermuda.
3. The Misuse of Drugs (Decriminalisation of Cannabis) Amendment Act 2017 removed criminal offences for the simple possession by any person of 7 grams or LESS of cannabis. The Misuse of Drugs (Decriminalisation of Cannabis) Amendment Act 2017 does **NOT** make it legal for a person to consume, cultivate, traffic or import cannabis in any quantity. Section 8(1) of the Misuse of Drugs Act 1972 sets out that no person shall misuse a controlled drug.
4. The Misuse of Drugs (Decriminalisation of Cannabis) Amendment Act 2017 does **NOT** erase prior criminal convictions in connection with cannabis that were in effect before the Act came into force.
5. The Misuse of Drugs (Decriminalisation of Cannabis) Amendment Act 2017 does **NOT** provide any guarantee that a person will not be stopped when attempting to travel to the United States of America for any reason, including if that person already has a prior conviction for simple possession of cannabis. Such matters are outside of the control of the Government of Bermuda.
6. Under the Misuse of Drugs (Decriminalisation of Cannabis) Amendment Act 2017, a police officer of any rank has the lawful authority to seize any amount of cannabis in the possession of any person.
7. If a person is found to be in possession of any amount of cannabis, a police officer may seize the cannabis. The person may or may not be arrested depending on the circumstances. The cannabis will be weighed and tested.
8. Even if a person is caught with 7 grams or less of cannabis, that person's residence, vessel or vehicle may be subject to search, if the police suspect other offences, such as possession with an intent to supply, or other criminal offences. It is still illegal to use, sell (supply), handle, or import cannabis and a person may be prosecuted for such offences.
9. If a person is caught with more than 7 grams of cannabis, that person may be arrested and prosecuted, resulting in a criminal conviction.
10. It remains illegal to smoke cannabis in public or private places.
11. The Director of Public Prosecutions has confirmed that the Caution Policy that was introduced by him in February 2017 regarding simple possession of less than 3 grams of cannabis no longer has effect.
12. The Minister responsible for drug prevention (the Minister of Social Development and Sports) is required under the new Act to make regulations that provide for substance abuse education or treatment for any person and in particular any minor found to be in possession of any amount of cannabis.



GOVERNMENT OF BERMUDA

Ministry of Social Development and Sports

Mutual trust and confidence

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disciplinary procedure or imposing an unwarranted disciplinary sanction.

Failing to offer an employee an enhanced redundancy package.

Failing to offer an employee on maternity leave the opportunity to apply for a vacancy when the employee felt she was qualified to apply even though the employer thought otherwise and didn't short list her.

Giving an employee a final written warning for unknown offences without an investigation or hearing.

Unjustified demotion and suspension without reason.

Giving an employee an unfair and unreasonable reference.

Breach of any statutory duty imposed under the Employment Act 2000 for example, under PART III of the Act which considers time off for public holidays, annual vacation, public duties, sick leave, ante-natal care, maternity leave and bereavement leave.

The following are examples of conduct by an employee which can amount to breach of the implied term.

Disclosing the employer's confidential information to third parties.

Misusing company equipment and resources.

IV Can a series of events or course of conduct amount to a breach of the obligation of mutual trust and confidence between employee and employer?

An employer can commit a series of minor or trivial acts which, individually, do not amount to breach of the implied duty of trust and confidence. However, if those minor or trivial acts are taken in total, those acts may be such that the employer's conduct amounts to a breach of the implied term of trust and confidence. In such cases, the final act of breach by the employer may be minor, however, taken together with the other breaches, the final act or breach will be considered the final straw.

V Examples of conduct which do not breach the obligation of mutual trust and confidence between employee and employer.

The implied term of trust and confidence is only breached by conduct which seriously damages or destroys trust and confidence. Both the employer and employee are expected to absorb less serious disputes without elevating them to the level of a breach of the implied term.

The following are examples of an employer's conduct which do not amount to breach of the implied term:

An employer giving an employee lawful notice of termination of employment.

There is no implied term that an employer will treat an employee in a reasonable manner. Such a term would be too wide and too uncertain.

Union Gas Limited and SOL Petroleum Bermuda Sign 20-Year Service Station Supply Agreement following the \$1.8 million station renovation



Pictured: Seated President Chris Furbert & SOL General Manager Jonathan Brewin. Standing L-R: Lawyer Jane Walker, Stephen Turner SOL Sales & Marketing Manager, Renee Jones, Treasurer

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| CARNATION | GERBERA | LISIANTHUS | VIOLET |
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SOLUTIONS ON PAGE 2