

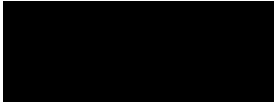


GOVERNMENT OF BERMUDA  
Department of Human Resources

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**PRIVATE AND CONFIDENTIAL**

19<sup>th</sup> November, 2019

Mr. Darrin Simons  


Dear Mr. Simons,

Re: **Employment Contract**

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I am pleased to inform you that the authority or person set out in Schedule 1, has approved this offer of an employment contract to you (also referred to as “you”) for your appointment to the position within the Bermuda Police Service as set out in Schedule 1 (“BPS”, “we”, “our” or “us”). Your employer will be the BPS.

The terms and conditions set out below and Schedule 1 and Appendix 1, contains specific details related to you and to your position and any special conditions related to your employment with the BPS, constitute the terms and conditions of your employment contract with us. This employment contract is referred to as the “Contract”.

This Contract is subject to the *Bermuda Constitution Order 1968 (the “Constitution”)*, the *Police Act 1974*, *Police (Conduct) Orders 2016*, *Public Service Commission Regulations 2011*, among other relevant acts or regulations, all as amended (the “Acts”).

You will also be expected to abide by the following policy documents (collectively referred to as the “Policies”). The Policies do not form a part of this Contract and do not give rise to any contractual entitlements on your part and we may amend or replace them from time to time:

- (i) Rules, regulations or procedures which govern the BPS;
- (ii) Financial Instructions, as amended; and
- (iii) Service Standing Instructions (“SSI”) made under the Act.

Both you and the Governor hereby agree as follows:

**1. TERM OF APPOINTMENT**

1.1 This Contract shall be effective from the Contract Start Date as set out in Schedule 1 and shall continue (subject to any other termination provisions set out in this Contract) until terminated on



the Contract End Date or earlier by either party giving the other not less than the termination notice period as set out in Schedule 1. Your employment under the terms and conditions of this Contract is the “**Appointment**”.

- 1.2 You are required to read and adhere to this Contract and the current Policies, which may be amended or replaced from time to time.
- 1.3 You shall retire from the BPS and the Government of Bermuda (“Government”) in accordance with the *Public Service Superannuation Act 1981*. Upon such retirement, your Appointment and this Contract, shall terminate, unless your Contract is continued in accordance with the *Public Service Superannuation Act 1981*.
- 1.4 You shall be required to declare information which may have an effect on your ability to fulfill your role or obligations, when known, whether prior to commencing your employment or during your employment. The declaration is set out in Schedule 1. If you are unclear, liaise with the Human Resources department.
- 1.5 You are required to disclose all criminal convictions that are required by law to be disclosed.
- 1.6 No employment with a previous employer counts towards your period of notice in the event of termination of your employment with the BPS.
- 1.7 This Contract will be subject to a fixed term as set out in the Schedule. The fixed term shall commence on the Contract Start Date and shall expire on the Contract End Date as set out in Schedule 1; however, the Contract may be renewed by the Governor for a further term in accordance with Section 87 of the Constitution.

## **2. PLACE OF WORK**

- 2.1 Your work location will be at the BPS’ address as set out in Schedule 1 or such other place within Bermuda or elsewhere as may reasonably be required for the proper performance and exercise of your duties.
- 2.2 You agree to travel on the BPS’s business, both within Bermuda or abroad, as may be required for the proper performance of your duties under the Appointment.

## **3. SUMMARY OF DUTIES**

- 3.1 During the Appointment you shall:
  - (a) work directly under and take instruction from the Commissioner of Police (“COP”);
  - (b) conduct yourself in a professional and lawful manner;
  - (c) follow all directions and instructions in order to fulfill the Department’s mandated role;
  - (d) unless prevented by incapacity, devote the whole of your time, attention and abilities to the Appointment;



- (e) consent to the BPS or Government monitoring and recording any use that you make of our electronic communications systems for the purpose of ensuring that the Rules are being complied with and for our legitimate purposes;
  - (f) comply with any electronic communication systems policy that we may issue from time to time; and
  - (g) be subject to and abide by any special terms or conditions as set out in Schedule 1.
- 3.2 Your role and function as an officer of the BPS are set out under the *Act*. This includes powers, duties and the requirement for members of the BPS to obey lawful orders. Your job description may be reasonably amended by us from time to time.
- 3.3 You shall comply with the Policies, copies of which are available on request. If there is any inconsistency between the Policies and this Contract, then, the order of precedence to resolve any such inconsistency or conflict shall be: (i) the *Act*; (ii) this Contract; and (iii) the Policies.
- 3.4 In accordance with the Policies, you may be transferred to different position within the BPS which may also result in you having to report to different location(s) as advised by the COP.

#### **4. PROBATION PERIOD**

- 4.1 Your appointment is subject to a **probation period** as set out in Schedule 1. Your performance will be reviewed with a formal report submitted to His Excellency the Governor (“Governor”) or the Governor’s delegate as necessary. Subject to satisfactory performance and conduct, you will be confirmed in post at the end of the probation period.
- 4.2 You may decide to terminate this Contract during the probation period immediately in writing.

#### **5. SALARY**

- 5.1 The salary for your post is set out in Schedule 1. Your salary will be paid in arrears at the end of each month and will be deposited directly into your bank account. Your salary is subject to the special conditions as set out in Schedule 1.
- 5.2 We may deduct from your salary, or any other sums owed to you, any money owed to us, by you.

#### **6. HOURS OF WORK**

Your normal hours of work are set out in Schedule 1. Any changes to your normal hours of work will be set out in the Schedule under ‘*Special Work Hours*’.

#### **7. ANNUAL LEAVE**

- 7.1 You shall be entitled to paid leave in accordance with Schedule 1. In addition, you shall be entitled to the usual public holidays in Bermuda, notwithstanding this, the taking of such public holidays will be subject to approval from the COP or the COP’s Delegate.



- 7.2 The BPS's annual leave year runs between 1 January and 31 December. If the Appointment commences or terminates part way through a leave year, your entitlement during that annual leave shall be calculated on a pro-rata basis.
- 7.3 Leave shall be taken at such time or times as shall be approved in advance by the COP or the COP's Delegate. You shall be entitled to carry forward any accrued but untaken leave entitlement to a subsequent annual leave as set out in the Policies and/or any other day as set out under Section 4 of the *Public Holidays Act, 1947*.
- 7.4 You shall have no entitlement to any payment in lieu of accrued, but untaken leave, save on termination of the Appointment, except at the discretion of the COP.
- 7.5 If on termination of the Appointment you have taken in excess of your accrued leave entitlement, we shall be entitled to recover from you by way of deduction from any payments due to you.
- 7.6 In the event of termination of the Appointment, we may require you to take any accrued but unused annual leave entitlement during the notice period.
- 8. SICK LEAVE**
- 8.1 If you are sick for any reason, you must immediately inform the COP or COP's delegate, as soon as possible.
- 8.2 For any sickness lasting more than the days as set out in the Act or the Policies, you must obtain a doctor's certificate certifying the reason for your absence due to sickness stating the probable duration and nature of the sickness.
- 8.3 Subject to your compliance with clause 8.1 and 8.2, you shall continue to receive your full salary and contractual benefits during any period of absence due to sickness as set out in the Act or the Policies.
- 9. OTHER LEAVE**
- Entitlements to other leave are detailed in the Policies. Any entitlements that are dependent upon the length of service shall be calculated on the basis of the total length of your continuous service.
- 10. ABSENCE**
- If you are absent for any reason, you must immediately inform the COP or the COP's delegate, as soon as possible or you may be subject to disciplinary action.
- 11. DRESS CODE**
- You are to adhere to the dress code as set out in the Policies.
- 12. DISCIPLINE AND GRIEVANCE**
- 12.1 The procedure for discipline and grievances shall be as described in the Acts and the Policies.
- 12.2 We may at any time put you on administrative leave during any period in which we are carrying



out a disciplinary investigation into any of your alleged acts or defaults or we may suspend you from carrying out your duties. During any period of administrative leave or suspension you shall continue to receive your full salary.

**13. TERMINATION OF SERVICE**

13.1 Notwithstanding clause 1.1, the Governor may, subject to this Contract and the Acts, terminate the Appointment by notifying you that the Governor is exercising his right under this clause and that the Government will make a payment in lieu within 60 days, with the exception of pension.

13.2 Your termination notice period for this Contract is set out in Schedule 1.

**14. OBLIGATIONS UPON TERMINATION**

14.1 On termination of the Appointment (howsoever arising) or, if earlier, following the service of notice or purported termination of the Appointment by you, you shall:

- (a) immediately deliver to the COP or the COP's delegate all BPS Property which is in your possession or under your control. For the purposes of this clause, "BPS Property" shall mean all materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of BPS, any credit card, car, phone, mobile device, computer and laptop provided by BPS and any other property of BPS or the Government.
- (b) irretrievably delete any information relating to the BPS or the Government stored on any magnetic or optical disk or memory and all matter derived from such sources which is in your possession or under your control outside the BPS's premises.

**15. CONFLICT OF INTEREST**

During the course of your employment, you agree not to work for or provide any work or services to any other party, unless such work is approved by the COP.

**16. POST TERMINATION COVENANT**

16.1 For a period of six (6) months after the expiration or termination of your Contract, howsoever occurring, you agree that you shall not:-

- (a) canvass, solicit or endeavour (or encourage others thereby) to take away the business of or any clients of BPS where such canvassing, soliciting or endeavouring is deemed to be directly or indirectly profiting or using from or taking advantage of discussions, negotiations or having access to confidential information; or
- (b) interfere with the BPS's agreements, arrangements or enter into competing arrangements with the BPS's business partners, clients or customers or seek to become a representative of products or services for companies or business in jurisdictions where the BPS is the representative of such service or products for those companies where such interference,



competition or pursuit of representative relationships is a direct or indirect result of having engaged in the discussions or negotiations or having access to confidential information.

- 16.2 At any time after termination of your employment contract, represent yourself as connected with the BPS in any capacity, other than as a former officer, or use any registered names or trading names associated with the BPS.

17. **PENSION**

17.1 In accordance with the provisions of the *Public Service Superannuation Act 1981* (as from time to time amended) you are required to contribute a percentage of your gross salary to the Public Service Superannuation Scheme (“Fund”) and the BPS matches your contribution. In order to earn entitlement to a pension upon retirement, you must contribute continuously to the Fund for a period of eight (8) years or more. If you leave BPS service prior to this period then the contributions made by you shall be refunded with the amount of interest earned on those contributions. If you leave BPS having contributed continuously to the Fund for at least eight (8) years, you will be eligible for pension in accordance with the *Public Service Superannuation Act 1981*.

- 17.2 A person whose first employment with the BPS commences after he or she has attained the age of fifty-seven years shall not contribute to the Fund (or be entitled to any benefit under the *Public Service Superannuation Act 1981*) unless he or she elects to contribute to the Fund.

18. **HEALTH INSURANCE**

All BPS employees will have access to the Government Employees Health Insurance (G.E.H.I.) Scheme (the “Plan”). However, you will be required to contribute toward the Plan in the event that you wish to include a spouse or other dependents. The amount of your contribution will be made available to you.

19. **SOCIAL INSURANCE**

In accordance with the provisions of the *Contributory Pensions Act 1970*, as amended, all persons employed in Bermuda are required to pay Social Insurance contributions. The Government matches your contribution to Social Insurance. The amount of your contribution will be made available to you.

20. **PAYROLL TAX**

In accordance with the provisions of the *Payroll Tax Act 1995, as amended* and *Payroll Tax Rates Act 1995, as amended*, the BPS is charged Payroll Tax at the current range as set out in the *Payroll Tax Rates Act 1995, as amended*, which is a percentage of an employee’s gross salary. BPS recovers this percentage from the employee. A summary of the taxes you are required to pay will be made available to you.

21. **RATES AND DEDUCTIONS**

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Department of Human Resources



The salaries and deductions/contributions quoted are those applicable at the date of this Contract. Any subsequent revision of salaries, deductions/contributions or procedures will apply to this Contract.

22. **NON-DISCLOSURE OF CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY**

- 22.1 As part of your duties, it may be necessary for the BPS and the Government to disclose confidential or sensitive information or documents to you or you may become aware of such sensitive information or documents regarding the confidential workings of the BPS and the Government (“**Information**”). Such Information may be held on BPS and Government Property which may be in your possession. You are required to treat all Information, whether marked as confidential or not, with confidentiality, sensitivity and discretion at all times and as being valuable confidential property belonging to the BPS and the Government and you must not disclose such Information to anyone.
- 22.2 Unauthorised disclosure of confidential information may result in prosecution under the *Official Secrets Act 1920* and/or discipline charges.
- 22.3 “**Intellectual Property**” shall mean all inventions, patents, utility models, designs (both registered or unregistered), database right, copyright, trade marks (both registered and unregistered) and Information, together with all rights in or to the same (including rights to the grant of and applications for the same and including all similar or analogous rights and all other rights in the nature of intellectual and industrial property throughout the world and all future rights of such nature) and all other intellectual property to which the BPS is or becomes entitled whether as part of this Contract or otherwise.
- 22.4 During the course of your employment with us, you may create various works of Intellectual Property that are protected by law. These works are valuable property belonging to the BPS and the Government and as such may be protected by us against infringement. You agree that all such works are assigned to the BPS and the Government upon their creation and that you will do all things necessary to protect the BPS’s and the Government’s legal title to such works.
- 22.5 You agree that, if requested by us, you will execute all documents and do all things which are necessary or desirable for ensuring that we have full ownership and obtains the best possible protection in respect of all Intellectual Property.
- 22.6 All embodiments of and records relating to Intellectual Property in whatever form and in all media shall be the property of the BPS. You shall surrender all Intellectual Property to us on the termination of the Appointment (or earlier if so requested) and you shall keep no copies.



22.7 You waive any and all moral rights in Intellectual Property arising under *Chapter IV of Part I of the Copyright, Designs and Patents Act 1988* together with all similar and analogous rights in other territories to the extent permissible under each relevant territory's legislation.

22.8 All the provisions of this clause shall survive termination by you or the BPS insofar as they relate to rights that were created before the date of termination of this Contract.

**23. DATA PROTECTION**

You consent to us processing data relating to you for legal, personnel, administrative and management purposes and in particular to the processing of any sensitive personal data relating to you, as appropriate. We may make such information available to those who provide products or services to it (such as advisers and payroll administrators), regulatory authorities, potential or future employers and governmental or quasi-governmental organizations including those outside of Bermuda.

**24. NOTICES**

24.1 Notices in writing may be given by either you or COP or COP's delegate. Any notices sent by you to us are to be done in accordance with current policy guidelines. In the first instance, the notice may be sent to your line manager. Any notice sent to you by the BPS may be sent to your last known address.

24.2 Any notice given by letter shall be deemed to have been given 7 business days after ordinary posting or if delivered by hand, upon delivery and in proving service by post it shall be sufficient to provide that the notice was properly addressed and posted.

24.3 It is your responsibility to ensure that the COP or COP's delegate is informed of your current contact details at all times.

**25. DECLARATIONS**

If applicable, declarations made to the Department of Immigration related to your Appointment shall form a condition of this Contract.

**26. ENTIRE CONTRACT**

This Contract constitutes the entire agreement between you and the BPS and supersedes all previous discussions, correspondence, negotiations, arrangements, understanding and agreements between you and the BPS.

**27. JURISDICTION**

This Contract shall be governed and construed in accordance with the laws of Bermuda.

[Signature page follows]





If you have questions or are unable to respond by the 27<sup>th</sup> day of December 2019, please contact the Department of Human Resources Department on +1 (441) 279-2811 or by email at [dmgilkes@gov.bm](mailto:dmgilkes@gov.bm).

Yours sincerely,

Signature:

Print name: Deborah Thomas-Gilkes

Senior Human Resource Manager

**GOVERNMENT OF BERMUDA**



By signing below you acknowledge that you have read and that you are in agreement with the terms and conditions of this Contract. Two original copies of this Contract are to be signed. One original of this Contract must be returned to the Department of Human Resources by the following date:

The 27<sup>th</sup> day of December 2019.

Once countersigned by the representative of the Government, a copy of this Contract will be provided to you for your personal records.

**EMPLOYEE CONFIRMATION**

By signing and dating this Contract confirmation below, I accept and agree to the above terms and conditions of employment as outlined in this Contract, including Schedule 1 and Appendix 1 and I acknowledge that upon my acceptance, this Contract constitutes the terms and conditions of my employment.

Additionally, I confirm that it has been agreed that my appointment as Deputy Commissioner of Police is with effect from the Contract start date as set out in Schedule 1.

Signature of Employee: 

Date: 20 DEC 2019

Signed by or on behalf of His Excellency the Governor of Bermuda

Signature: 

Print name: Deborah Thomas-Gilkes

GOVERNMENT OF BERMUDA

Date:

cc: His Excellency the Governor of Bermuda  
cc: Commissioner of Police



SCHEDULE 1

1. Employee Details:

Employee Name:		Darrin Simons	
Address:		[REDACTED]	
Tel No.:	441 247-1419	Mobile No.:	
Email address:		<a href="mailto:dsimons@bps.bm">dsimons@bps.bm</a>	

2. Contract Details:

AUTHORITY or person authorized to approve this Contract:	HIS EXCELLENCY, THE GOVERNOR OF BERMUDA
Contract Period Terms:	Five year contract period, renewable for a further five year period at the sole discretion of the Governor.
Contract Start Date:	27 <sup>th</sup> December, 2019
Contract End Date:	26 <sup>th</sup> December, 2024
Position Details:	Deputy Commissioner of Police
Position ID#:	[REDACTED]
Salary:	\$194,369.00
Probation period:	N/A
Hours of Work:	Forty (40) hours per week or one hundred and sixty (160) hours during a twenty-eight (28) week day cycle, including one (1) hour per day being allotted for refreshments.
Special Work Hours:	
Annual Leave entitlement:	33 days annual leave to be taken upon prior approval from the COP.
Contract Termination Notice Period:	Employee provides 3 months prior written notice. BPS provides 3 months prior written notice.
Declaration:	<input checked="" type="checkbox"/> Tick here if nothing to declare <input type="checkbox"/> Tick here if you have something to declare
Summary of Declaration:	[Add a separate sheet if necessary]
Special Conditions related to your role:	<u>Annual Salary Increment:</u> Upon declaration, in writing from the Governor of your satisfactory performance in your role as the Deputy



	<p>Commissioner of Police, your annual salary will be subject to an annual cost of living increase at the end of each anniversary year i.e. May of each year. Such increase shall be in line with the Bermuda Consumer Price Index for May. If agreed by the Governor, such increase will be effective May 1 of each anniversary date.</p> <p><b>Housing Allowance:</b> During your Appointment, you are entitled to a Housing allowance of \$22,447 per annum.</p>
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3. **Employer Details:**

<b>Employer Name:</b>		Bermuda Police Service	
<b>Address:</b>		Hamilton Police Station, 52 Court Street	
		Hamilton HM 12	
<b>Tel No.:</b>	441 247-1419	<b>Mobile No.:</b>	
<b>Contact name:</b>		Michael Trott	
<b>Tel No.:</b>	441 247-1486	<b>Mobile No.:</b>	
<b>Email address:</b>		<a href="mailto:mtrott@bps.bm">mtrott@bps.bm</a>	



**APPENDIX 1**

**Job Description**