



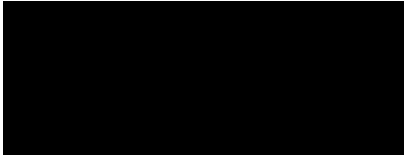
GOVERNMENT OF BERMUDA

**Department of Human Resources**

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6<sup>th</sup> July, 2018

Stephen Mark Corbishley



Dear Mr. Corbishley,

Re: **Employment Contract**

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I am pleased to inform you that the authority or person as set out in Schedule 1 has approved this offer of an employment contract to you (also referred to as “you” or “your”) for your appointment to the position within the Bermuda Police Service as set out in Schedule 1 (“BPS”). The contract terms are offered on behalf of the Governor of Bermuda.

This employment contract includes Schedule 1 and Appendix 1. This employment contract is referred to as the “**Contract**”.

This Contract is subject to the *Bermuda Constitution Order 1968*, the *Police Act 1974*, *Police (Conditions of Service Order) 1972*, *Public Service Commission Regulations 2011*, among other relevant acts or regulations, all as amended (“**Acts**”).

You will be expected to observe and abide by the BPS’ policies, guidelines, procedures, rules and regulations as updated from time to time and any relevant Government policies, guidelines, procedures, rules and regulations as updated from time to time related to the BPS (collectively referred to as the “**Policies**”) in so far as they do not conflict with the terms of your employment and failure to do so could result in disciplinary measures being taken against you. The Policies do not, unless you are otherwise advised directly in writing, form a part of the terms of your employment and do not give rise to any contractual entitlements on your part.

Both you and the Governor hereby agree as follows:

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**Department of Human Resources**

3<sup>rd</sup> Floor, Ingham & Wilkinson Building, 129 Front Street, Hamilton HM 12, Bermuda  
Phone: (441) 279-2820 Fax: (441) 295-2858 Email: [hr@gov.bm](mailto:hr@gov.bm) Website: [www.gov.bm](http://www.gov.bm)



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 written notice set out in Schedule 1. Your employment under the terms and conditions of this Contract is the “Appointment”.
- 1.2 You shall be required to declare information which may have an effect on your ability to fulfill your role, 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 Governor or the Governor’s delegate.
- 1.3 During the course of your Appointment, you shall not engage in work, or provide any services, to any other party, unless such work or services is approved in accordance with the Acts or Policies.
- 1.4 You are required to disclose all criminal convictions that are required by law to be disclosed.
- 1.5 No employment with a previous employer counts towards your period of notice in the event of termination of your employment with the Governor.
- 1.6 You shall retire from the BPS 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*.
- 1.7 This Contract may be subject to a fixed term. If applicable, the Contract shall expire on the end date as set out in Schedule 1.

2. **PLACE OF WORK**

- 2.1 Your work location will be at the BPS’s 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 Government’s or BPS’ business, both within Bermuda or abroad, as may be required for the proper performance of your duties under the Appointment.

3. **SUMMARY OF DUTIES**

Your job description is set out at Appendix 1. Your job description may be reasonably amended by the Governor from time to time, with notice to you.



#### 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 formal reports submitted to either the Governor or the Public Service Commission. Subject to satisfactory performance and conduct, you will be confirmed in post at the end of the probation period. If necessary, your probation period may be extended.

4.2 You may be dismissed in accordance with the Acts and this Contract can be terminated at any time during the probation period or during any extension of the probation period.

4.3 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 local bank account.

5.2 Your salary is subject to the special conditions as set out in Schedule 1.

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

The normal hours of duty for full time members of the BPS is set out in Schedule 1.

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

7.1 You shall be entitled to paid leave as set out in Schedule 1. In addition, you shall be entitled to the usual public holidays in Bermuda, subject to approval from the Governor or the Governor's delegate.

7.2 The Government'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 rounded up to the nearest half day.

7.3 Leave shall be taken at such time or times as approved in advance by the Governor or the Governor'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, save in the discretion of the Governor or the Governor's delegate. If the Government makes a payment, it will only be for untaken leave that accrued during the leave year that your Appointment ends and for any untaken days that you had a legal entitlement to carry forward under clause 7.3. Any such payment will also take account of all benefits that would ordinarily accrue and attach to your accrued leave days.



7.5 If on termination of the Appointment you have taken in excess of your accrued leave entitlement, the Government shall be entitled to recover payments made to you for each excess day of leave entitlement taken by you, by way of deduction from you, any payments due to you as a result of leave entitlement.

7.6 If either party has served notice to terminate the Appointment, the Government may require you to take any accrued but unused holiday entitlement during the notice period.

7.7 If the Appointment is terminated without notice or if you receive a payment in lieu, you will not be entitled to pay for leave which would have accrued during the notice period.

8. **SICK LEAVE**

8.1 If you are sick for any reason, you must immediately inform the Governor or Governor's delegate as soon as possible.

8.2 For any sickness lasting more than the entitlement as set out in 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.

9. **ABSENCE**

If you are absent for any reason, you must immediately inform the Governor or Governor's delegate as soon as possible.

10. **OTHER LEAVE**

Entitlements to other leave are detailed in the Policies and the Contract. Any entitlements that are dependent upon the length of service shall be calculated on the basis of the total length of your continuous service.

11. **DRESS CODE**

Dress code policies will be in accordance with the Policies and the Contract.

12. **DISCIPLINE AND GRIEVANCE**

The procedure for discipline and grievances shall be as described in the Acts and Policies.

13. **TERMINATION OF SERVICE**

13.1 Notwithstanding clause 1.1, the Governor may, subject to this Contract and the Acts, terminate the Appointment at any time and with immediate effect 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 payments.

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

13.3 The Governor may also terminate the Appointment with immediate effect without notice and with no liability to make any further payment to you (other than in respect of amounts accrued due at the date of termination) if you:

- (a) commit any proven act of gross misconduct as set out in the Acts or Policies;
- (b) commit any serious or repeated breach or non-observance of any of the provisions of this Contract or refuse or neglect to comply with any reasonable and lawful directions of the Governor or the Governor's delegate; or
- (c) are, in the reasonable opinion of the Governor, negligent and/or incompetent in the performance of your duties; or
- (d) display behaviour which has or could have a material negative impact on your ability to carry out your obligations; or
- (e) have failed to disclose material information that has or could have a material negative impact on your ability to carry out your obligations under this Contract; or
- (f) cease to be eligible to work in Bermuda; or
- (g) are guilty of any fraud or dishonesty or act in any manner which in the opinion of the Governor brings or is likely to bring you or the Governor or the Government into disrepute or is materially adverse to the interests of the Governor or the Government; or
- (h) are guilty of a serious breach of any rules issued by the Government from time to time regarding its electronic communications systems.

13.4 The rights of the Governor under this clause 13 are without prejudice to any other rights that he might have at law to terminate the Appointment or to accept any breach of this Contract by you as having brought the Contract to an end. Any delay by the Governor in exercising his right to terminate shall not constitute a waiver thereof.

#### 14. **OBLIGATIONS UPON TERMINATION**

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

- (a) immediately deliver to the Governor or the Governor's delegate all BPS and Government Property which is in your possession or under your control. For the purposes of this clause, "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 the BPS or the Government and any other Property belonging to or leased by the BPS or the Government; and

- (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' or the Government's premises.

#### 15. POST TERMINATION COVENANT

15.1 For a period of six (6) months after the expiration or termination of this Contract, you shall not, whether directly or indirectly, on your own account or on behalf of or in conjunction with any person, firm, company or other entity:

- (a) canvas, solicit or endeavour (or encourage others thereby) to take away the business of or any persons who supply goods or services of whatsoever nature to the 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 of the BPS; or
- (b) interfere with BPS agreements, arrangements with persons who supply goods or services of whatsoever nature to the BPS.

15.2 You acknowledge and agree that the provisions of this section are reasonable in that they protect legitimate business interests of the BPS and do not impair your ability to earn a living.

15.3 In the event of a breach, or threatened breach of the provisions of this section, you agree that the harm suffered or which would be suffered would not be compensable in monetary damages alone and, accordingly, that BPS shall, in addition to other available legal or equitable remedies, be entitled to seek an injunction against such breach or threatened breach without giving an undertaking in damages.

15.4 If any of the covenants contained in this section are held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other covenants contained in this section.

#### 16. PENSION

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 Government 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 the BPS 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 the BPS having contributed continuously to the Fund for at least eight (8) years, you will be eligible for pension deferred to normal retirement age.

17. **HEALTH INSURANCE**

All Government employees are required to contribute to the Government Employees Health Insurance (G.E.H.I.) Scheme. Government matches your contribution and benefits are available for dependent spouse and pre-school/school-age children.

18. **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. Government matches your contribution to Social Insurance. The amount of your contribution will be made available to you.

19. **PAYROLL TAX**

In accordance with the provisions of the *Payroll Tax Act 1995*, as amended and *Payroll Tax Rates Act 1995*, as amended, the Government 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. Government recovers this percentage from the employee. A summary of the taxes you are required to pay will be made available to you.

20. **RATES AND DEDUCTIONS**

20.1 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.

20.2 The Government may deduct from the salary, or any other sums owed to you, any money owed to the Government by you, subject to the *Public Treasury (Administration and Payments) Act 1969*, as amended.

21. **CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

21.1 As part of your duties, it may be necessary for the Government to disclose confidential or sensitive information or documents to you regarding the confidential workings of the BPS and the Government ("**Information**"). Such Information may be held on 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 Government and you must not disclose such Information to anyone.

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**Department of Human Resources**



- 21.2 Unauthorised disclosure of confidential information may result in prosecution under the *Official Secrets Act 1920* and/or disciplinary charges.
- 21.3 “**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 Government is or becomes entitled whether as part of this Contract or otherwise.
- 21.4 During the course of your Appointment, you may create various works of Intellectual Property that are protected by law. These works are valuable property belonging to the Government and as such may be protected by the Government against infringement. You agree that all such works are assigned to the Government upon their creation and that you will do all things necessary to perfect the Government’s legal title to such works.
- 21.5 You agree that, if requested by the Government, you will execute all documents and do all things which are necessary or desirable for ensuring the Government has full ownership and obtains the best possible protection in respect of all Intellectual Property.
- 21.6 All embodiments of and records relating to Intellectual Property in whatever form and in all media shall be the property of the Government. You shall surrender these to the Government on the termination of the Appointment (or earlier if so requested) and you shall keep no copies.
- 21.7 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.
- 21.8 All the provisions of this clause shall survive termination by you or the Government of your employment (whether under this Contract or otherwise) with the Government insofar as they relate to rights that were created before the date of termination of this Contract.
22. **NOTICES**
- 22.1 Notices in writing may be given by either you or the Governor or Governor’s delegate. Any notices sent by you to the Government are to be done in accordance with current policy guidelines. In the first instance, the notice may be set to your line manager. Any notice sent to you by the Government may be sent to your last known address.
- 22.2 Any notice given by letter shall be deemed to have been given 5 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.

- 22.3 It is your responsibility to ensure that the Governor or Governor’s delegate is informed of your current contact details at all times.

23. **DECLARATIONS**

If applicable, declarations made to the Department of Immigration shall form a condition of your Appointment and this Contract and relevant laws, policies and procedures will apply.

24. **ENTIRE CONTRACT**

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

25. **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 13<sup>th</sup> day of July, 2018, please contact the Department of Human Resources on +1 (441) 279 2818 or by email at [dmgilkes@gov.bm](mailto:dmgilkes@gov.bm).

Yours sincerely,

Signature:

A handwritten signature in blue ink, appearing to read 'D. Thomas-Gilkes', written over a horizontal line.

Print name: Deborah Thomas-Gilkes

Senior Human Resource Manager

**GOVERNMENT OF BERMUDA**



Please sign below to acknowledge that you have read and 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:

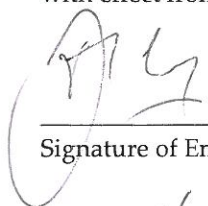
The 13<sup>th</sup> day of July, 2018.

The remaining original should be retained by 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 an employee of the Government is with effect from the Contract start date as set out in Schedule 1.

  
\_\_\_\_\_  
Signature of Employee

Date: 7/2/18

cc: His Excellency the Governor of Bermuda Government

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

Signature:   
\_\_\_\_\_

Print name: Deborah Thomas-Gilkes

GOVERNMENT OF BERMUDA

Date:



**SCHEDULE 1**

**AUTHORITY or person  
authorized to approve this  
Contract:**

**HIS EXCELLENCY THE GOVERNOR OF BERMUDA**

**Contract Start Date:**

**3<sup>rd</sup> August, 2018**

**Contract End Date (if  
applicable):**

**2<sup>nd</sup> August, 2023**

**POSITION DETAILS**

**Position Title:**

**Commissioner of Police**

**Position ID#:**



**Salary:**

**\$200,904.97**

**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.**

**Annual Leave  
entitlement:**

**30 days annual leave to be taken upon prior approval from the Governor.**

**Contract Termination  
Notice period:**

**Employee provides 3 months prior written notice**

**Government shall provide 3 months written notice prior to the Contract End  
Date**

**Declaration:**

**Tick here if nothing to declare**

**Tick here if you have something to declare**

**Summary of  
Declaration:**

***[Add a separate sheet if necessary]***

**EMPLOYEE DETAILS**

**Employee Name:**

**Stephen M. Corbishley**

**Employee Address:**





Employee Tel No.: [REDACTED] | Mobile #:

Employee Email address:

**EMPLOYER DETAILS:** Governor of Bermuda  
Address: c/o Government House

Contact Name: HE the Governor

Address: 11 Langton Hill, Pembroke HM 13

Contact Telephone Number: 292-3600

Contact Email: governor@gov.bm

Special Conditions:

**Annual Salary Increment:** Your annual salary will be subject to an annual cost of living increase in line with the Bermuda Consumer Price Index, however, such increase shall be dependent upon annual satisfactory performance.

**Housing Allowance:** You are eligible for a Housing Allowance of up to \$22,447 per annum.



## APPENDIX 1

Job Description to be attached