

COLLECTIVE AGREEMENT

BETWEEN THE

GOVERNMENT OF SAINT LUCIA

AND THE

ST. LUCIA CIVIL SERVICE ASSOCIATION

FOR THE PERIOD

APRIL 01, 2001 TO MARCH 31, 2004

Article 1. RECOGNITION OF REPRESENTATION BY THE ASSOCIATION

- 1.1** The Employer recognizes the Association as the sole representative and collective bargaining agent for Employees of the Public Service whether permanent, part-time, temporary or casual and herein agrees to negotiate with the Association or any of its authorized Committees.
- 1.2** The Employer agrees that there shall be no discrimination by reason of race, creed, colour, national origin, political or religious affiliation, sex, family relationship, place of residence, with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, dismissal or otherwise.

Article 2. EFFICIENCY AND PRODUCTIVITY

The parties hereby agree to undertake to cooperate fully in an endeavour to achieve the following objectives in the Public Service:

- (a) Increase efficiency and productivity.
- (b) Elimination of waste of resources.
- (c) Elimination of conditions of work inimical to the increase of efficiency and productivity.
- (d) Elimination of negative attitude to work and the development of proper work ethics.

In pursuit of this endeavour, representatives of both parties will meet from time to time to identify areas where improvement can be effected and appropriate corrective measures taken to achieve the aforesaid objectives. .

Article 3. ASSOCIATION MEMBERSHIP

- 3.1** All Employees are eligible to become and remain members in good standing of the Association.
- 3.2** The Employer agrees to acquaint new Employees with the terms and conditions of the Collective Agreement.
- 3.3** The Employer shall deduct from the salary of every Employee who is a member of the Association, on his written authorization, any dues stipulated by the Association.

- 3.4 Deductions shall cease to be made when the authorization is cancelled in writing by the individual employee concerned on a prescribed form, but not limited to, and copied to the General Secretary of the Association. Such cancellation shall not take effect until the expiration of fifteen (15) days thereafter.

Article 4. ASSOCIATION RIGHTS, SECURITY AND FUNCTIONS

- 4.1 Within the limits of this Agreement and of the relevant provisions of the Saint Lucia Constitution Order 1978 No. 1901 and /or local laws, the Association shall have the right to exercise the functions of a Trade Union.
- 4.2 The Association shall keep the Employer informed of the names of the Officials and Shop Stewards representing the Employees. Not more than two (2) Shop Stewards shall be elected in any Ministry/Department/Branch to represent the Employees. The Employer agrees to recognize the Shop Stewards or any other authorized representatives of the Association.
- 4.3 The Employer agrees that special time off duty may be granted by the Permanent Secretaries or Head of Departments for Shop Stewards or Officials to attend to matters directly affecting the Association's members but providing that reasonable notice is given and that the employer's business is not adversely affected. The Employer agrees to allow the Association's officials admittance to any section of the Ministry, Department or Branch during working hours to investigate specific complaints from employees provided that a mutually acceptable time is arranged with the Permanent Secretaries or Heads of Departments.

Article 5. EMPLOYERS RIGHTS AND FUNCTIONS

- 5.1 The Association recognizes that it is the right of the Employer to exercise the regular and customary functions of management to direct the work force to ensure that the purpose(s) of their employment are fulfilled expeditiously, effectively and efficiently. The Employer further agrees to copy to the Association all circulars to Ministries and Departments affecting the professional conduct of Employees.
- 5.2 These rights shall be construed within the limits of the Constitution, the Laws of the State and the Collective Agreement.

Article 6. CONSULTATION AND DEMOCRATIZATION

- 6.1 In order to maintain and further the harmonious relationship between the Employer and Employees, there will be regular dialogue between the Association and Ministry of Personnel and Management officials to whom this Agreement.

directly relates, on the matters pertaining to redundancies, changes in working conditions, hours of work, staffing and restructuring etc. and other matters affecting the Civil Service.

Article 7. LABOUR MANAGEMENT COMMITTEE

7.1 The Employer agrees that the Permanent Secretary of the Ministry of the Public Service shall hold monthly meetings with the Civil Service Association for the purpose of addressing issues arising in relation to conditions of employment of Public Officers, Industrial Relations Practices and Productivity in the Public Service.

7.2 The monthly meeting shall concern itself with the following matters:

- (a) Proposals and suggestions related to the work of the Employer so that better relations shall exist between the Employer and the Employees so that the work of the Employer may be effectively discharged.
- (b) Improving and extending services to the Public.
- (c) Reviewing suggestions from Employees relating to questions of working conditions and services but excluding matters that are the responsibility of the Public Service Commission and Public Service Board of Appeal.
- (d) A review of working conditions causing grievances and misunderstanding, with the view of arriving at a way forward to effecting improvements thereof

Article 8. TECHNICAL INFORMATION

8.1 The Employer shall provide the Association on request, if available, information required by the Association such as Job Descriptions, Seniority Lists, Job Classification, Salary Rates, Criteria for job evaluation, Financial and Actuarial information pertaining to pension and welfare plans. For Collective Bargaining purposes, copies of all relevant documents used by one side shall be made available to the other side.

Article 9. LABOUR-MANAGEMENT BARGAINING RELATIONS

9.1 No employee or group of employees shall undertake to represent the Association at meetings with the Employer without the proper authorization of the Association.

9.2 The Association shall have the right at any time to have the assistance of representatives of any recognized National, Regional or International Trade Union or Consultant, at the Association's expense, when dealing or negotiating with the Employer.

Article 10. IN-SERVICE TRAINING

10.1 The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Association to sponsor and pursue, during normal working hours, work related educational activities such as Seminars, Workshops and lectures provided that reasonable notice is given and subjected to exigencies of the Service.

10.2 The Employer agrees that in-service training, local and overseas is desirable and necessary for greater productivity and that all efforts shall be directed at providing in-service training for Employees.

Article 11. REPRESENTATION ON COMMITTEES

11.1 The Employer agrees to have the Association represented on the following Committees set up by the Employer:

1. Training Committee
2. Travelling and Subsistence Committee
3. Honorarium Committee
4. Anomalies Committee and any other committee which may be set up from time-to-time and which directly concerns members of the Service.

Article 12. TIME OFF IN LIEU OF OVERTIME

12.1 When an employee is required to perform work on Saturdays, Sundays and Holidays, such an Employee may choose to receive equivalent time off in lieu of overtime at the appropriate overtime rates at a time selected by the Employee in consultation with the Head of Department.

12.2 Shift workers shall be paid overtime or shall be given equivalent time off in lieu of overtime for working on public holidays or designated holidays.

Article 13. HOURS OF WORK AND OVERTIME

- 13.1** The normal hours of work of any Employee shall be thirty-seven and a half (37 ½) hours each week, Monday through Friday, 8:00 am to 12:30, and 1:30pm. to 4:30 pm.
- 13.2** The Employer may require the Employee to work for longer hours than that prescribed, whenever the public interest makes this unavoidable, but shall compensate the Employee through payment of overtime.
- 13.3** Overtime is payable to the staff at present eligible for overtime and to others agreed upon between the Employer and the Association from time-to-time.
- 13.4** The rates of overtime pay shall be based upon the wage, which the Employee would have earned by the hour if his salary was based on an hourly rate.
- 13.5** Overtime shall be paid at the rate of time and one half for every hour in excess of normal time on a working day and double time on Sundays, Public and designated holidays before the midnight hour.
- 13.6** An Employee shall receive overtime pay at the rate of double time and one half for every hour after midnight hour on a normal day, at triple time on Sundays, Public and designated holidays after the midnight hour.
- 13.7** For the pm-verse of this agreement, Saturday will be counted as a holiday for an employee who works a five-day week.
- 13.8** Notwithstanding the above, equivalent time off may be chosen by or granted to the employee in lieu of pay.
- 13.9** The Employer agrees that a Meal Allowance of \$20.00 shall be paid to employees who:
(a) Are authorized to work through their lunch hour.
(b) Are required to work overtime beyond 7:00 pm.
- 13.10** The Employer shall pay a breakfast allowance of \$15.00 to non-shift employees who are required to start work before 7:00 am.

Article 14. TIME OFF FOR URGENT AND PRIVATE BUSINESS

14.1 In normal circumstances time off to attend to urgent and private matters should be taken from accumulated vacation leave, but in extra-ordinary circumstances, the Employer may agree to give time off not exceeding five (5) days in any one year without loss of pay.

Article 15. VACATION LEAVE

Vacation Leave shall be granted in accordance with existing Vacation Leave Policy.

Article 16. SICK LEAVE

16.1 An employee shall be entitled to sick leave in accordance with Staff Orders.

Article 17. MATERMTY LEAVE

17.1 The Employer agrees that thirteen (13) weeks maternity leave shall be allowed with full pay and shall be on a six (6) weeks before and six (6) weeks after the week of confinement.

17.2 The Employee may be allowed to proceed on Vacation Leave immediately on completion of Maternity Leave.

17.3 An employee shall not lose seniority on return to work.

17.4 Maternity leave shall be additional to vacation leave.

17.5 The foregoing shall apply to any female employee, regardless of age, nationality or marital status.

Article 18. STUDY LEAVE

18.1 Public Officers should be eligible for study leave with pay in accordance with existing policy. However, an officer may qualify for study leave without pay after serving not less than one (1) year of continuous service on the Permanent Establishment.

18.2 Officers with five (5) to ten (10) years' service should receive study leave with full salary for the first year and 60% for the remainder of the course.

- 18.3** Officers with over ten (10) years service should receive study leave with full salary for the first year and ¼ or 75% salary for the remainder of the course. Officers should be considered for awards after they have given at least five (5) years service and should not be considered for further awards unless they have served for three (3) years after completion of their first course of study.
- 18.4** Public Officers are required to resume duties in the Ministry/Department to which they are appointed or where otherwise assigned by the Permanent Secretary, Personnel for a minimum period of two (2) months during the summer vacation.
- 18.5** Where Public Officers must remain overseas or are for other justifiable reasons unable to report for duty, prior permission must be sought in writing from the Permanent Secretary, Personnel in sufficient time to allow such permission to be granted before the commencement of the summer vacation period.
- 18.6** Where Public Officers fail to report for duty without having received prior permission, they will be deemed to be for the two (2) month period stipulated on study leave without pay. The following measures will therefore apply:
- (a) The deduction of the appropriate number of working days leave entitlement of the Officer or;
 - (b) Upon the resumption of duties by the Officer upon completion of training, the deduction of the equivalent of two (2) months salary in twelve (12) monthly installments or;
 - (c) A combination of both (a) and (b).
- 18.7** An Officer on study leave should not lose vacation leave due to him during the period of his study.
- 18.8** The Employer agrees that an Employee who is on an approved course will not forfeit his vacation leave towards study leave as he is regarded as being on duty.

Article 19. SPECIAL LEAVE

- 19.1** Special leave of absence may be granted in accordance with Staff Orders.

Article 20. FUNERAL LEAVE

- 20.1** Three (3) working days leave of absence with pay shall be granted to an Employee on the death of a close relative to attend or to make arrangements for the funeral locally.

- 20.2** In case of the death of an overseas relative, up to seven (7) working days' leave of absence with pay shall be granted to an Employee who is required to leave the state or to make funeral arrangements as a result of such death.
- 20.3** Any additional leave requested with or without pay may be granted at the sole discretion of the Employer.
- 20.4** For the purpose of this Article, close relatives include parents, spouse, sister, brother, child, and parents of spouse.
- 20.5** The Employee must furnish satisfactory proof of the death to the Employer. If the death occurred overseas, satisfactory proof of travel arrangements must be provided by the Employee to the Employer.

Article 21. INCOME TAX COUNSELLING

- 21.1** Each year during the period January 1 to March 30, the Employer shall provide such advise as needed to Employees in the preparation of their Income Tax Returns, through the media or otherwise.

Article 22. OFFICERS ON TRANSFER

- 22.1** Transportation expenses shall be provided to an Employee for the transfer of his family and household effects when required by the Employer to change his station.
- 22.2** A Relocation Allowance shall be paid to the Employee upon transfer to any station, which requires the maintenance of another place of abode.
- 22.3** This Allowance shall be fixed from time-to-time by the employer after consultation with the Association.
- 22.4** The cost to the Employee for rental or accommodation on transfer shall be fixed from time-to-time by the Employer in consultation with the Association but shall not exceed ten percent (10%) of the employee's salary.
- 22.5** The Employer shall meet the full cost of rental in the event of temporary transfer. The Employer agrees that in the case of immediate re-transfer to meet the full cost of expenses incurred.
- 22.6** The Employer further agrees that in ordinary circumstances, the Employee to be transferred shall be notified in writing one (1) Month before the transfer is to be effected in accordance with existing Relocation Policy.

Article 23. STANDBY ALLOWANCE

23.1 The Employer agrees to pay to Medical Technologists, Physiotherapists, Radiographers, Pharmacists and Maintenance Staff, “on-call” and “call-out” allowances as follows:-

\$27.00 on-call

\$80.00 call-out

23.2 CALL-OUT AND CALL-BACK GUARANTEE

23.2.1 The Employer agrees that if an employee who is not eligible for on-call/call-out allowances but who is at present eligible for overtime is called out to work during an emergency, the employee must be guaranteed a minimum of three (3) hours pay at the prevailing overtime rates.

Article 24. TRAVELLING AND SUBSISTENCE ALLOWANCE

The Employer agrees to review from time-to-time the rates of Travelling and Subsistence Allowance paid to Public Servants. Submissions for change will be made by the Travelling and Subsistence Committee and will come into effect after approval by Cabinet.

Article 25. TRANSPORTATION OF STAFF

25.1 The Employer agrees to provide return transportation for staff who are not scheduled traveling officers to facilitate travel from their designated work location to another work place if asked to attend work, provided that such distance is five (5) miles or more and in other circumstances as approved by the Ministry or Head of Department.

Article 26. A PROTECTIVE CLOTHING AND EQUIPMENT

26.1 The Employer agrees to provide clothing to Employees who by the nature of their job necessitates special clothing.

General categories include the following:

- (1) Laboratory Workers
- (2) Radiographers
- (3) Printers

- (4) Public Health Inspectors
- (5) Physiotherapists
- (6) Animal Health Assistants
- (7) Others that may be identified from time to time by the Safety, Health and Environment Committee provided for in Article 27.1.

26.2 It is further agreed that a Committee shall be established to determine the category of worker and criteria for the provision of such protective clothing. The Employer agrees that the Association shall be represented on that Committee.

26.3 The Employer further agrees that where shoe allowances are paid, these allowances shall be \$200.00 per annum and shall be subject to review from time to time by the Employer in consultation with the Association.

26.4 The Employer agrees that each Office Assistant will be provided with an umbrella.

Article 26. B PLAIN CLOTHES ALLOWANCE

26.B.1 The Employer agrees to pay a plain clothes allowance of seventy-five (\$75.00) per month to Customs Employees of the enforcement unit who because of the nature of their assignment are not provided with departmental uniform.

Article 27. SAFETY, HEALTH AND MEDICAL ATTENTION

27.1 The Association and the Employer shall comply with the provisions of the Employees (Occupational Health and Safety) Act No. 10 of 1985, which are relevant to the Employees covered by this Collective Agreement.

27.2 A Safety, Health and Environment Committee shall be established and composed of one (I) representative appointed by the Association and one (I) representative appointed by the Employer.

27.3 The Safety, Health and Environment Committee shall hold meetings as requested by the Association or by the Employer to examine and discuss all unsafe, hazardous or dangerous working and environmental conditions. The minutes of meetings and reports from the Committee's investigations shall be submitted to the Association and the Employer no later than twenty-one (21) days after a meeting or investigation, as the case may be.

27.4 Employees working in any unsanitary or dangerous condition shall be supplied with the necessary tools, safety equipment and protective clothing. Free medical attention or examination shall be provided for such Employees by the Employer at least twice a year.

27.5 The Employer agrees that no Employee shall be disciplined for refusal to work in an environment or to operate any equipment, which, in the opinion of the Safety, Health and Environment Committee or competent authority, is unsafe.

27.6 The Safety and Health Committee shall be notified of each accident or injury sustained in the course of employment and shall investigate and report to the Employer and the Association as soon as possible on the nature and cause of the accident or injury.

Article 28. BULLETIN BOARDS AND OTHER FACILITIES

28.1 The Employer agrees that space shall be allocated to the Association on the Bulletin Boards in every Department and on the Government intranet for the posting of letters, notices and educational material issued by the Association.

Article 29. JOB DESCRIPTION AND CLASSIFICATION

29.1 The Employer agrees to draw up job descriptions for all positions and classifications for which the Association is the bargaining agent. These descriptions shall be presented to the Employee and shall become the recognized job description.

29.2 The Employer further agrees to review all existing anomalies in the service; the restructuring and reclassification should entail provisions for upward mobility of Employees.

29.3 Existing classification (posts) or new ones shall indicate the qualification required for filing each post.

Article 30. CONDITIONS ON REVISED SALARIES

30.1 Increments shall be awarded in the form of an incentive scheme based on the recommendations of a Committee consisting of representatives of

1. The Ministry of Finance
2. The Civil Service Association
3. The Ministry or Department concerned
4. The Personnel Division

The Employer further agrees to consider the revision of the quantum of increments awarded.

30.2 This matter (Gratuity earnings being paid into NIS) has been referred to the Office of the Attorney General and will form part of the Collective Agreement as soon as a decision has been reached.

30.3 Secondment of Civil Servant to the Association

The Association will pay salary and Government will continue to pay pension benefits for Civil Servants seconded to the Association.

30.4 Retrenchment

The Employer agrees that in the event that retrenchment is contemplated, the Association will be consulted.

Article 31. VACANT POSTS

31.1 Where a vacant post exists all necessary efforts shall be made to fill this vacancy within a reasonable time.

31.2 The Employer shall immediately notice the Association in writing and post notices of vacant and new posts on all Bulletin Boards as soon as possible and/or circulate such notices to all staff for a minimum of one (1) week, so as to acquaint all Employees of the Ministry or Department of such vacancy or new position.

31.3 The Employer agrees that in its recommendations relating to filing existing vacancies or new posts, all things being equal, due consideration will be given to the Employees of the said Department or Ministry where the post(s) exist(s), who are qualified for the posts. Seniority will be taken into account when considering such posts.

Article 32. APPOINTMENTS

32.1 The Employer agrees to put into effect all necessary procedures to ensure that an Employee shall not act in a vacant post more than a reasonable period, which except in relation to posts in the Management, Professional or Administrative sectors of the Civil Service, shall not exceed a period of twelve (12) months after having satisfied the Employer of his/her ability to carry out the duties and responsibilities of that vacant post. Persons must qualify themselves for appointment within twelve (12) months of assuming duties.

32.2 The Employer further agrees that all efforts shall be made to fill vacancies from existing staff and only if these vacancies cannot be filled from existing staff; should persons from outside the Service be recruited.

32.3 The Employer agrees to include pensionable posts whose nomenclature has changed on the list of pensionable posts.

Article 33. SENIORITY AND PROBATION

33.1 The Public Service Commission on the advise of the Ministry of the Public Service shall hire a new employee. However, the probationary period should not exceed one (1) year.

Article 34. PROMOTION AND TRANSFER

34.1 The Employer agrees that in making staff changes, recommendations relating to transfer on promotion, due consideration shall be given to the candidate with the greatest seniority having regard for the required qualifications and performance appraisals.

Article 35. SALARY RATES

The rates of salary increases for the period ,st April, 2001 to ,st March, 2004 are as follows:

1 st April, 2001— 31 st March, 2002	·	(one time payment of \$850)
1 st April, 2002 — 31 st March, 2003	·	1%
1 st April, 2003— 31 st March, 2004	·	2%

Article 36. GENERAL CONDITIONS

36.1 The Employer shall provide all tools and equipment required by Employees in the performance of their duties. Replacements shall be made by the Employer on production of the worn or broken tool.

Article 37. GRIEVANCE PROCEDURE

37.1 (a) The agreed procedure for settling of disputes arising out of conditions of service covered by this agreement will be as follows: Where there is a grievance the Employee will seek clarification from his Shop Steward.

(b) In the event that the Shop Steward is unable to handle the matter, he may request an Official from the Association to take up the matter on behalf of the member with the appropriate Ministry's Official.

- (c) If the Association's Official is not satisfied with the result of (b) above, the Association's Official will take up the matter on behalf of the member with the Permanent Secretary.
- 37.2** If no agreement is reached, the matter shall be referred to the (Permanent Secretary) Ministry of the Public Service, which shall meet (with the Association) within seven (7) days after being notified.
- 37.3** If no agreement is reached within two (2) weeks either party may refer the matter to the Labour Commissioner.
- 37.4** If no settlement of the dispute is reached at the meeting presided over by the Labour Commissioner or at any adjournment thereof; either of the parties:
- (a) May require that the matter be referred to the Minister for Labour in a further attempt at conciliation.
- (b) If no settlement of the dispute is reached, either of the parties thereto may require that the matter be referred to arbitration in accordance with the Trade Disputes and Inquiry Ordinance Chapter 103 of the Revised Laws of Saint Lucia 1957. If the dispute is in an essential service, the parties shall comply with the provisions of the Essential Services Act No. 3 of 1975.
- 37.5** During the procedure outlined above, there shall be no go-slow, work to rule, strikes, stoppages of work, lock out or any other form of industrial action.

Article 38. PROCEDURE FOR DISCIPLINARY MATTERS

38.1 Where the Employer contemplates disciplinary action against an Employee who has completed his/her probationary period and which may result in the suspension or discharge of the Employee, the following procedure shall apply:

(a) **Verbal Warning**

Before any action is taken by the Employer or authorized agent against any Employee he shall first give the Employee a verbal warning.

(b) **Written Warning**

Where any action by the Employer or his agent deems it necessary to take further action against an Employee after first having given such an Employee a warning as in paragraph (a) above, he shall give such an Employee a written warning, a copy of which shall be sent to the Association.

- (c) If after a written warning as aforesaid shall have been given, an Employee fails to improve his performance at his duties or his conduct the matter shall be referred to the Permanent Secretary, Personnel for his attention.
- (d) Unless the above procedure is followed, no record of the Employee's misconduct, lack of performance or standing with the Employer shall be entered in the Employee's Personnel File.

38.2 The Employee's reply to any complaint, accusations or expressions of dissatisfaction with respect to his duties or conduct shall form part of the record.

Article 39. IMPLEMENTATION OF BENEFITS

39.1 All rights, benefits, privileges and working conditions which Employees now enjoy, receive or possess shall continue to be enjoyed in so far as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Association.

39.2 The code of conduct on matters not explicitly mentioned within the agreement will be regulated by the Revised Staff Orders drawn up in consultation with the Association.

SUPPLEMENT FOR METEOROLOGICAL OFFICERS

Article I STANDBY/ON CALL ALLOWANCE

The employer agrees to pay a Standby Allowance of \$50.00 per shift with a basic rate of \$375.00 per month to Meteorological Officers.

Article 2 SHOE ALLOWANCE

The Employer agrees to pay the Meteorological Officers at George FL. Charles Airport a Shoe Allowance of \$200.00 per annum.

Article 3 MEAL ALLOWANCE

The Employer agrees to pay a Meal Allowance of \$25.00 to Meteorological Officers.

Article 4 MEDICAL AND LIFE INSURANCE COVERAGE

The Employer agrees to seek insurance coverage for Meteorological Officers to cover them in the event of injury while working under adverse weather conditions.

Article 5 REST ROOM/KITCHENETTE

The Employer agrees that every effort will be made to provide and maintain adequate rest room/kitchenette facilities.

Article 6 SHIFT/OVERTIME PAYMENTS

- 6.1** No shift shall exceed eight (8) hours except where emergencies demand longer shifts be worked. During a break, Employees are required to remain on the premises.
- 6.2** Overtime payments or equivalent time off shall commence after the first hour worked after the Employee has completed his/her shift.

Article 7 HOUSING AND RELOCATION

Housing and Relocation shall be in accordance with existing I-lousing and Relocation Policy.

SIGNED ON BEHALF OF
GOVERNMENT OF ST. LUCIA

SIGNED ON BEHALF OF
ST. LUCIA CIVIL SERVICE ASSOCIATION

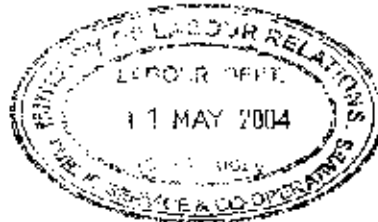
[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]
11.5.04

DATED THIS *11*..... DAY OF *May*..... 2004



[Handwritten signature]
of Labour Commissioner