
COLLECTIVE AGREEMENT

BETWEEN

ADVANCE BUILDING MAINTENANCE SERVICES

AND

THE ST.LUCIA CIVIL SERVICE ASSOCIATION

This Agreement is made this day of August between the ADVANCE BUILDING MAINTENANCE SERVICES LIMITED (hereinafter referred to as THE EMPLOYER) on the one part and the ST.LUCIA CIVIL SERVICE ASSOCIATION (hereinafter referred to as THE UNION) of the other part.

CLAUSE 1: THE INTENT AND PURPOSE

1.1 It is the intent and purpose of THE EMPLOYER and THE UNION to set forth herein the basic agreement covering rates of pay, hours of work and other working conditions to be observed, and to provide the procedure for prompt and equitable disposition of complaints and grievances in order to promote and maintain mutually satisfactory relations between both parties, and to achieve the highest level of workers' performance consistent with good faith and sustained effort.

CLAUSE 2: RECOGNITION

2.1 THE EMPLOYER recognizes THE UNION as the sole representative and collective bargaining agent for all employees other than Management Personnel.

CLAUSE 3: NO DISCRIMINATION

3.1 THE EMPLOYER and THE UNION agree that there shall be no discrimination exercised by either party or its members, or representatives, against any employee because of his activity or membership of THE UNION or political affiliation.

CLAUSE 4: MANAGEMENT RIGHTS

- 4.1 THE EMPLOYER recognizes the rights of its employees to join THE UNION. Likewise, THE UNION recognizes that membership is not a condition of employment.
- 4.2 THE UNION recognizes all the rights, powers, authority and customary function that are vested in THE EMPLOYER. These include the right in its sole discretion: -
- (a) to plan, direct and control operations, including the size of the labour force, the hours, methods, standards and manner of working in any division or section of a department.
 - (b) To control and regulate the use of all equipment and other property of THE EMPLOYER.
 - (c) To hire new employees.
 - (d) To promote, transfer, suspend or retire employees and to discipline and dismiss employees for just cause provided the principles of natural justice are adhered to.
 - (e) To make such rules/regulations, as THE EMPLOYER considers necessary or advisable for the orderly, efficient and safe conduct of its business, and to require its employees to observe such rules and regulations, provided that the said rules do not contravene this Agreement and the Laws of St.Lucia.

CLAUSE 5: UNION RIGHTS AND FUNCTIONS

- 5.1 Within the limits of this agreement and/or local Labour Legislation the Union shall have the right to exercise the functions of a Trade Union.
- 5.2 The Employer agrees to afford all reasonable assistance to the Union to enable it to carry out its legitimate functions.
- 5.3 The Union shall keep the Employer informed of the names of its Officials and Shop Stewards representing the employees. All Shop Stewards will themselves be employees of the Employer.
- 5.4 The Employer agrees that time off shall be granted to authorized Union Shop Stewards to attend to matters affecting the employees provided sufficient notice is given and that the time off can be arranged without adversely affecting the Employer's operations.
- 5.5 The Employer shall admit authorized Union officials to the premises of Advance Building Maintenance Services during working hours to investigate specific complaints from employees provided that a mutually acceptable time is arranged with the Manager or his representative. The Manager shall co-operate with the Union on these

undertakings, but reserves the right to appoint a representative (s) to be in attendance during the visit.

- 5.6 The Employer agrees that where an employee is suspended or dismissed, the Shop Steward(s) and the Union will be notified in writing within one day of such disciplinary action.

CLAUSE 6: CHECK-OFF SYSTEM

- 6.1 THE EMPLOYER shall deduct monthly from the wages/salary of each employee who is within the Bargaining Unit and who signs an authorization to that effect, union dues as provided in THE UNION'S Constitution.
- 6.2 All deductions shall be remitted to THE UNION within fifteen (15) days of the next month, together with a list of employees from whom deductions have been made.

CLAUSE 7: SHOP STEWARDS AND OFFICERS

- 7.1 THE UNION shall elect or appoint, and THE EMPLOYER shall recognize one (1) Shop Steward for every section or location to interpret and administer this Agreement. THE EMPLOYER shall also recognize and deal with any other authorized representative of THE UNION who may not be an employee of THE EMPLOYER.
- 7.2 Shop Stewards shall be permanent employees of THE EMPLOYER. They shall be elected by and from among the employees of the various sections or locations.
- 7.3 THE EMPLOYER shall be notified in writing of the names of THE UNION'S Shop Stewards and Officers and any changes in the same.
- 7.4 If it is necessary for a Shop Steward to require time-off during working hours in connection with a grievance or with the enforcement of this Agreement, such a Shop Steward shall obtain permission from his Supervisor and the permission shall not be unreasonably withheld.
- 7.5 Time-off granted under Clause 7(4) shall be without loss of pay.

CLAUSE 8: INDUSTRIAL RELATIONS COMMITTEE

- 8.1 THE EMPLOYER and THE UNION have agreed to set up an Industrial Relations Committee.
- 8.2 Composition of Committee
The Committee shall comprise:
Two (2) officers of THE UNION

Two (2) officers of THE EMPLOYER

8.3 Terms of Reference of The Industrial Relations Committee

- 8.3.1 To create and maintain a friendly and cooperative atmosphere, to provide for orderly collective bargaining relations between THE EMPLOYER and its employees.
- 8.3.2 To develop, update, and maintain methods and procedures for settling any differences, or grievances, concerning the general working conditions, which may arise from time to time.
- 8.3.3 To keep ahead of developments in operations and administration, the consequence of which are likely to affect employees of THE EMPLOYER in one form or another, and to advise management and THE UNION of alternatives to minimize any adverse effects on labour.
- 8.3.4 To recommend a job training scheme.
- 8.3.5 To establish fair classification of skills and levels of competence of an objective basis.
- 8.3.6 To examine such matters of mutual interest as promotion, training for employees, health and welfare issues and other similar matters connected thereto with the aim of raising the employees' efficiency and awareness.
- 8.3.7 To recommend medical checks for employees deemed to be working under hazardous conditions.
- 8.3.8 THE EMPLOYER and THE UNION shall however not be bound by any decision of the Committee. THE EMPLOYER and THE UNION will give due consideration to recommendations made by the Committee.

CLAUSE 9: SENIORITY

- 9.1 It is understood and agreed that in all cases of promotion the following factors shall be fully considered:-
 - (a) ability to perform the duties
 - (b) continuous service
- 9.2 It is further understood and agreed that the terms 'employee', 'promotions', 'demotion', 'transfer', and 'seniority', wherever they appear, have the following meaning:-
 - 9.3.1 Definitions
 - (A) *PROMOTION*: Permanent transfer of an employee from his/her position to another position in a higher salary grade.
 - (B) *TRANSFER*: Permanent shift of an employee from his/her job to another job in the same salary grade in the service of THE EMPLOYER.

(C) *SENIORITY*: The relative ranking of employees according to length of continuous service with THE EMPLOYER.

CLAUSE 10: LEAVE OF ABSENCE

10.1 Staff members shall be given the undermentioned leave of absence with pay in accordance with the terms and conditions specified in this Agreement.

10.2 Annual Leave

10.2.1 Employees covered by this Agreement shall have annual paid vacation leave in accordance with the leave table.

10.2.2 All vacation leave shall be calculated in working days.

10.2.3 An employee's leave may be divided and taken in more than one period by mutual agreement of the employee concerned and THE EMPLOYER. Vacation leave must be taken in the year that it is due unless THE EMPLOYER stipulates otherwise.

10.2.4 No period of annual vacation leave shall include any period of sick leave or injury leave certified by a Medical Practitioner.

10.2.5 THE EMPLOYER shall fix the time or period when such vacation may be taken. However, whenever possible THE EMPLOYER shall notify the employee at least one (1) month in advance of the time when his annual leave is to be taken.

10.2.6 Leave Table

LENGTH OF SERVICE	DURATION OF LEAVE
1- 3 years	14 working days
4-7 years	21 working days
8-10 years	23 working days
Over 10 years	25 working days

10.3 Sick Leave

10.3.1 Employees shall be granted sick leave in accordance with the provisions of the National Insurance Act No. 10 of 1978 and Regulations No. 37 of 1984 and No. 9 of 1989.

10.3.2 In addition to the National Insurance Payments in respect of sick leave, the employees shall be eligible for paid sick leave from the employer in the following manner:-

- (a) The first three (3) days sick leave shall be paid by THE EMPLOYER at full pay.
- (b) All other sick leave shall be paid at the difference between the employee's full wage/salary for the period and the National Insurance Payments.

10.3.3 Absence through sickness on two (2) consecutive days shall be approved by management as sick leave without the production of a medical certificate.

10.3.4 The quantum of sick leave without a medical certificate to be granted in any one year shall be equivalent to twelve (12) working days and any absences in excess of this period will be deemed Vacation Leave.

10.4 Maternity Leave

10.4.1 A female employee shall be entitled to thirteen (13) weeks maternity leave beginning with the sixth week before the expected week of confinement. A certificate issued by a registered medical practitioner indicating the expected week of confinement shall accompany applications for maternity leave.

10.4.2 However, if confinement takes place before the expiration of the first six (6) weeks, the remainder may be added to the second six (6) weeks.

Conversely, if confinement is delayed, extra leave with pay may be granted at the discretion of THE EMPLOYER. In either case, THE EMPLOYER shall obtain a report from a medical practitioner through the employee, before taking a decision.

10.4.3 Female employees may take their annual leave if eligible immediately prior to or immediately after their maternity leave.

10.4.4 Female employees are to advise THE EMPLOYER of the time maternity leave will be required two (2) months in advance so that THE EMPLOYER may make appropriate arrangements for their release.

This advice shall be given with a medical certificate issued by the duly qualified medical practitioner attending to the female employee.

10.4.5 Female employees shall have completed seven (7) months service as a pre-requisite for maternity leave.

10.5 Funeral Leave

10.5.1 Three (3) working days leave of absence with pay shall be granted to an employee on the death of a close relative to make arrangements for and attend the funeral locally.

10.5.2 In the case of the death of an overseas relative, up to five (5) working days leave of absence with pay shall be granted to an employee who is required to leave the state to make funeral arrangements for and attend the funeral as a result of such death.

10.5.3 Any additional leave requested with or without pay may be granted at the sole discretion of THE EMPLOYER.

10.5.4 For the purpose of this Clause, close relatives include parents, spouse, sisters, brothers, child and parents of spouse.

10.5.5 The employee should furnish satisfactory proof of the death to THE EMPLOYER. If the death occurred overseas, the employee must provide satisfactory proof of travel arrangements to THE EMPLOYER.

10.6 Time-off for Urgent and Private Affairs

10.6.1 THE EMPLOYER agrees to time-off with pay to employees to attend to important private matters, provided that reasonable notice is given. Up to six (6) working days per annum may be granted for this purpose but shall not be in excess of two (2) working days at any one time.

10.6.2 Application for such time-off shall be restricted to matters of an urgent or an emergency nature, which require the employee's personal and immediate attention. THE EMPLOYER agrees to give due consideration to any such request.

10.7 Trade Union Education Leave

10.7.1 THE EMPLOYER agrees to provide Trade Union Education leave to Shop Stewards and other employees who are required to attend Seminars, Conferences and Meetings at home and abroad.

10.7.2 Such leave shall not exceed seven (7) working days in any one Calendar year.

10.8 National Duty Leave to attend Sporting and other events

10.8.1 THE EMPLOYER shall grant leave to an employee who is required to represent the state in Sports and Culture.

10.8.2 For leave to be granted under this Article, the employee must provide evidence of being selected to represent the State.

CLAUSE 11: AGES FOR RETIREMENT

11.1 THE EMPLOYER retires persons in accordance with the provisions of the National Insurance Corporation Act.

CLAUSE 12: TERMINATION OF SERVICE

12.1 The notice required to terminate a contract of service shall be in accordance with the laws of Saint Lucia.

CLAUSE 13: HOURS OF WORK

13.1 The normal hours of work for an employee shall be as follows: -

- (a) 4:00 pm to 9:30 pm (Mondays to Fridays)
- (b) 4:00 pm to 9:00 pm (Mondays to Fridays)
- (c) 9:00 am to 1:00 pm (Saturdays)

Thereafter, the employee will be compensated through the payment of overtime at the rate of time and a half.

- (d) In the event that THE EMPLOYER requires employees to work on Sundays or public holidays, the employee shall be compensated through the payment of overtime at the rate of double time.
- 13.2 THE EMPLOYER shall not change the starting or closing time except on temporary basis without notifying THE UNION of any such change and reasons thereof.

13.3 Overtime

13.3.1 THE EMPLOYER may require the employee to work for longer hours than that prescribed whenever THE EMPLOYER's interest makes this desirable, but compensate the employee through the payment of overtime.

13.3.2 The rate 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.

13.3.3 Overtime shall be paid at the rate of time and one half for the first four (4) hours in excess of an eight (8) hour shift and double time thereafter.

- 13.4 The Union recognizes THE EMPLOYERS right to change the employees' shift from time to time. However, the Employer and the Union agree that the employee shall be notified of the change in shifts on the day before such a change is to become effective. The employee may also request a change of shift, for which the Employer shall give consideration in accordance with the exigencies of the business.

CLAUSE 14: TRANSPORTATION

- 14.1 The Employer agrees to provide transportation to facilitate the movement of employees equipment and material from their base to work sites where the exigencies of the operations require it.

CLAUSE 15: ALLOWANCES

15.1 Acting Allowance:

An employee appointed to act in a grade higher than his/her substantive grade for twenty-eight (28) continuous days or more shall be paid an acting allowance. The acting allowance shall be the difference between the minimum of the salary scale of the grade of the higher positions and the basic salary of the employee. All acting appointments must be communicated in writing to the employees concerned.

15.2 Honorarium:

An honorarium will be paid to staff members required to act in a grade higher than their substantive grade for at least ten (10) continuous days. Such honorarium shall be decided by Management.

15.3 Meal Allowance:

If an employee is required to work overtime through a meal hour, he/she shall be provided with a meal allowance of \$15.00.

CLAUSE 16: FILLING OF VACANCIES

16.1 THE EMPLOYER will continue to fill all vacant posts by promoting staff members already employed by THE EMPLOYER provided that such staff members are available who possess the qualifications and or the experience required to fill the vacant post.

CLAUSE 17: PENSION AND MEDICAL

17.1 THE EMPLOYER undertakes to work towards the establishment of a contributory Medical, Dental and Vision Health Plan for the benefit of the employees.

CLAUSE 18: SAFETY AND HEALTH

18.1 THE EMPLOYER shall comply with the relevant provisions of the Employees (Occupational Health and Safety) Act No. 10 of 1985.

CLAUSE 19: MEDICAL CHECKS

19.1 THE EMPLOYER shall arrange and pay for one (1) medical examinations annually to employees who are exposed to toxic substances in the performance of their duties as in accordance with Clause 17.

CLAUSE 20: GRIEVANCE PROCEDURE

20.1 For the purpose of this Agreement, a grievance is a condition which exists as a result of unsatisfactory adjustments or failure to address a claim/dispute by an employee, the Shop Steward, or Union Executive concerning rates of pay, hours of work or working conditions set forth herein or the interpretation, scope or application of this Agreement or any other related matter of alleged unfair, unjust or discriminatory treatment of an employee or employees.

- 20.2 Both parties agree that should any grievance arise, an earnest effort shall be made to settle it promptly. Both parties will endeavor to present all the facts relating to the grievance in the first step of the grievance procedure.
- Step 1 The employee may request the assistance of the Shop Steward, who shall present the grievance to the Supervisor. Failing settlement within 24 hours the matter shall be referred to the General Manager or his/her Deputy.
- Step 2 Should no satisfactory agreement be reached between the parties at Step 1 THE UNION will within the soonest possible time submit/present the grievance to THE EMPLOYER. Upon the request by either party, a meeting shall be held between THE UNION and the representatives of THE EMPLOYER.
- The decision of THE EMPLOYER in such situation shall be given in writing three (3) days following the conclusion of the meeting.
- Step 3 Failing settlement under Step 2 the matter shall be referred to the Labour Commissioner for conciliation.
- Step 4 Failing a satisfactory solution at Step 3 the matter will then be referred to the Minister of Labour for further conciliation.
- Step 5 Failing a satisfactory solution at Step 4 the matter will then be referred to Arbitration as provided for by the Laws of St.Lucia for settlement. The decision of the Arbitration shall be binding.

CLAUSE 21: UNIFORMS AND PROTECTIVE GEAR

- 21.1 THE EMPLOYER shall issue uniforms and protective gear to employees on an annual basis as follows:
- (a) A minimum of three (3) shirts, one (1) polo shirt and two (2) pants/skirts shall be issued to employees'.
 - (b) Protective gear to be provided in accordance with Appendix I to employees as appropriate.
 - (c) THE EMPLOYER shall replace the uniforms when necessary based on the normal wear and tear.

CLAUSE 22: SECURITY

- 22.1 For purpose of security THE EMPLOYER will issue to all permanent employees identification cards bearing their names and photographs. Employees must visibly wear their identification cards in the front of their person preferably on their shirt pocket.

Employees are required to promptly report the loss of their card. Replacement of lost cards will be paid/made by the employee. Identification cards shall remain the property of THE EMPLOYER and are to be handed to the Manager upon termination of employment. THE EMPLOYER will replace damaged or expired cards.

CLAUSE 23: TERMINATION PAY

- 23.1 THE EMPLOYER agrees to consider the payment of termination benefits in accordance with the following, to employees who are unable to continue employment due to certified sickness: -
- 10 – 12 years: 8 months
 - 12 – 13 years: 10 months
 - 13 – 18 years: 1 year
 - 18 – 20 years: 1 year 3 months
 - 20 – 25 years: 1 year 6 months
 - Over 25 years: 2 years
- 23.2 The EMPLOYER agrees to consider the establishment of a contributory pension plan for its employees.

CLAUSE 24: PERSONAL INJURY TO WORKERS

- 24.1 THE EMPLOYER undertakes to establish an Employers Liability Insurance to take care of personal injuries sustained on the job.

CLAUSE 25: TECHNICAL INFORMATION

- 25.1 THE EMPLOYER shall provide to THE UNION on request, if available, information required by THE UNION such as Job Description, Seniority Lists, Job Classification, Salary Rates, Criteria for Job Evaluation, Financial and Actuarial information pertaining to pension and welfare plans within the bargaining unit.
- 25.1 For collective bargaining purposes, copies of all relevant documents used by one side shall be made available to the other side when necessary.

CLAUSE 26: GENERAL CONDITIONS

- 26.1 THE EMPLOYER shall provide all technical tools and equipment required by employees in the performance of their duties.

CLAUSE 27: GENERAL PROVISIONS

- 27.1 THE EMPLOYER may provide space for a central Notice Board for the posting of materials necessary for the conduct of Union affairs, but reserves the right to ask for the withdrawal of any subject mater, which it considers harmful to its interest.
- 27.2 This Agreement shall be binding on the parties thereto, their successors, administrators, executors and assignees. Where THE EMPLOYER is solely assigned, leased or transferred, THE EMPLOYER shall, before concluding the negotiations, give a written notice to the transferee with a copy sent to THE UNION.

CLAUSE 28: DURATION OF AGREEMENT AND SALARY INCREASES

- 28.1 This Agreement shall be effective for a period of three (3) years effective 1st August, 2007 until 30th September , 2010.
- 28.2 The employee shall be paid a thirteen percent (13%) wage increase for the duration of this Agreement as follows: -

Year 1: 1 st August, 2007 – 30 th September, 2008	=	5%
Year 2: 1 st August, 2008 – 30 th September, 2009	=	3%
Year 3: 1 st August, 2009 – 30 th September, 2010	=	5%

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SET THEIR HAND THIS DAY OF, 200....

FOR AND ON BEHALF OF THE
ST.LUCIA CIVIL SERVICE ASSOCIATION

FOR AND ON BEHALF OF ADVANCE
BUILDING MAINTENANCE SERVICES
LIMITED

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APPENDIX I

List of Protective Gear

Rubber Gloves

Goggles

Boots

Dust Masks