

COLLECTIVE AGREEMENT

BETWEEN

THE BOARD OF GOVERNORS

OF THE

SIR ARTHUR LEWIS COMMUNITY COLLEGE

AND

**THE ST LUCIA CIVIL SERVICE
ASSOCIATION**

FOR THE PERIOD APRIL 1, 2007 TO MARCH 31, 2010

COLLECTIVE AGREEMENT

BETWEEN

**THE BOARD OF GOVERNORS
OF THE
SIR ARTHUR LEWIS COMMUNITY COLLEGE**
(hereinafter referred to as the employer)

AND

THE ST LUCIA CIVIL SERVICE ASSOCIATION
(hereinafter referred to as the “Union”)

1.0 PREAMBLE

A. APPLICATION

The Union and the Employer agree that the Articles of Agreement contained herein will be applied and/or serve to extend and/or improve on the previous Collective Agreements between the St. Lucia Civil Service Association and the Sir Arthur Lewis Community College.

1.1 INTENT AND PURPOSE OF AGREEMENT

It is the intent and purpose of the Employer and the Union to set forth herein the agreed provisions covering wages and other specific and general working conditions and to promote and maintain satisfactory relations between both parties.

In furtherance of this purpose, the Employer and the Union both acknowledge and agree to honor and recognize rights herein and discharge faithfully the duties and functions attributed to each party.

Conditions of this Agreement will cover non-teaching support staff and Daily Paid Employees at the Sir Arthur Lewis Community College.

1.2 RECOGNITION AND NEGOTIATIONS

The Employer recognizes the Union as the sole representative and collective bargaining agent for all non-teaching support staff and Daily Paid Employees who are members of the Union, and herein agrees to negotiate with the Union or any of its authorized representatives.

The Employer and the Union agree to acquaint new Employees with the terms and conditions of this Collective Agreement.

2.0 THE BARGAINING UNIT

2.1 The Bargaining Unit shall comprise the Non-Teaching Support Staff and Daily Paid Employees of the College.

2.2 The term Non-Teaching Support Staff refers to categories of staff who provide secretarial, technical, administrative and auxiliary support to the functioning of:

- a) **Teaching Divisions and Departments**
- b) **Senior Professional staff**
- c) **College Library**
- d) **Centres, Laboratories and Projects**
- e) **Workshops**

2.3 **Daily Paid Employees include:**

- a) **Office Attendants**
- b) **Security Officers**
- c) **Maintenance Workers**
- d) **Farm Workers**
- e) **Cleaners**
- f) **Groundsmen**

The above categories of staff are employed by the Board of Governors of the College.

3.0 UNION DUES AND CHECK- OFF

3.1 The Employer shall deduct from the wages/salary of every employee who is a member of the Union on his/her written authorization, dues as stipulated by the Union.

3.2 Deductions so made from each employee shall be forwarded to the Treasurer of the Union not later than the 15th day of the following month, accompanied by a list of names, NIC and or National I.D. numbers and classification of employees from whose wages/salaries the deductions have been made.

3.3 Deductions shall cease to be made when the authorization is cancelled in writing by the Employee and copied to the Union. Such cancellation shall not take effect until the expiration of fifteen (15) days thereafter.

4.0 UNION RIGHTS AND FUNCTIONS

4.1 Within the limits of this Agreement and the laws of the state, the Union shall have the right to exercise the function of a Trade Union. Where the current College Regulations are in conflict with this Agreement, the College shall amend those regulations to conform with the Agreement.

- 4.2 The Union shall keep the Employer informed of the names of its officials and Shop Stewards representing the Employees. The Employer agrees to recognize the Shop Stewards or any other authorized representatives of the Union.
- 4.3 The Employer shall admit authorized Union officials to the premises and/or other work place to investigate specific complaints from employees, providing that a mutually accepted time and place is arranged with the College Principal or his/her designated representative. The Principal shall cooperate with the Union on these undertakings but reserves the right to appoint a representative (s) to be in attendance during the visit.
- 4.4 The Employer agrees that where an employee is suspended or dismissed, a copy of the letter of suspension or dismissal will be forwarded to the Union and Shop Steward forthwith.
- 4.5 The Union agrees that in the exercise of its rights and functions, it shall not breach any of the rights of the College under this agreement.

5.0 EMPLOYERS RIGHTS AND FUNCTIONS

- 5.1 It is acknowledged that all rights, powers, authority and customary functions of management are vested in the Employer including, inter alia, the right to:
- a) control and regulate the use of all equipment and other property of the Employer;
 - b) select supervisory personnel;
 - c) hire new Employees;
 - d) plan, direct and control operations including the size of the work force, the hours, methods, standard and manner of working in any Division or Section provided that no action taken shall be inconsistent with the terms of this Agreement;
 - e) promote, demote, transfer, retire, or make redundant employees according to law, and in accordance with the Rules and Regulations of the College;
 - f) discipline Employees, including their dismissal for just cause;
 - g) make such rules and regulations as the employer deems necessary or advisable for the orderly, efficient and safe conduct of its business and to require Employees to observe such Rules and Regulation; provided that such rules do not conflict with the Agreement and/or existing labour laws.

6.0 CONSULTATION

- 6.1 Consistent with the spirit and intention of this Agreement to maintain and further the good relationship between the Employer and its Employees represented by the Union, and to provide a procedure for the avoidance and settlement of disputes, the Employer and the Union agree to engage in consultation on matters, which may impact on the Employees' welfare.

7.0 HOURS OF WORK

- 7.1 The normal work week shall consist of a thirty-seven and a half (37 ½) hour week, comprising of five (5) days per week, Monday through Friday of seven and a half (7.5) hours per day, except Security and Custodial Personnel, Groundsmen, Laboratory Technicians, Library Staff, Farm Workers, Department of Continuing Education employees, whose work week is defined in Article 7.4.
- 7.2 The Employer may require any or all the staff to work for longer hours.
- 7.3 An employee who is required to work for extended hours other than those prescribed by this article, will be given time off in lieu where there is mutual consent, or paid over time as prescribed in article 8.
- 7.4 Security and Custodial Personnel, Groundsmen, Laboratory Technicians, Workers assigned to the Library, Department of Continuing Education and the Farm shall work for such hours and on such days as are stipulated in their Terms and Letter of Appointment.

8.0 OVERTIME

- 8.1 Overtime shall be any period in excess of seven and a half (7.5) hours in any one day.
- 8.2 The method of compensation for the overtime work (i.e. cash or time off in lieu) shall be by mutual agreement between the Employer and Employees.
- 8.3 Overtime shall be paid for by the hour, at the rate of either:
- a) One and a half (1½) times the regular hourly rate, or
 - b) Double time (2) being twice the regular hourly rate, or
 - c) Double time and a half (2½), being two and a half times the regular hourly rate.
 - d) The hourly rate shall be calculated using a twenty- two(22) working day month and a seven and a half (7.5) hour day.
- 8.4 Rate (a), time and a half, shall be normal overtime;

- 8.5 Double time shall only be paid in the following circumstances:-
- (a) For all work performed in excess of eleven and a quarter (11.25) continuous hours in any normal day.
 - (b) For all overtime performed in excess of seven and a half (7.5) hours on any rostered day off.
 - (c) For the first seven and a half (7.5) hours worked on Sundays and all public holidays recognized by the Government.
- 8.6 Double time and a half will only be paid for all overtime worked in excess of seven and a half (7.5) hours on any Sunday and all public holidays recognized by the Government.
- 8.7 It is nevertheless clearly understood that overtime shall not be paid if it arises from arrangements made for or between staff at their own request for their personal convenience.

9.0 ACTING ALLOWANCE/HONORARIUM

- 9.1 An Employee appointed to act in a grade higher than his/her substantive grade for twenty-two (22) working days or more, shall be paid an Acting Allowance.
- 9.2 Acting Allowances shall be paid as the difference between an Employee's personal salary, and the minimum of the grade in which he/she is acting.
- 9.3 No employees shall in ordinary circumstances, be required to serve in an acting capacity where a vacancy exist for more than six (6) consecutive months provided that the employee meets the requirements of the post and performs to the satisfaction of the Employer.
- 9.4 An honorarium shall be paid to an employee who performs the duties of another post, in addition to the duties of his substantive post, but is not eligible for an acting allowance in accordance with the provisions of this Article.

10.0 MATERNITY LEAVE

- 10.1 The Employer agrees that thirteen (13) weeks Maternity Leave shall be granted to female Employees on the basis of six (6) weeks before and six (6) weeks after the week of confinement.
- 10.2 In the event an Employee does not use the full six (6) weeks before, the balance shall be added to the six (6) weeks after.

- 10.3 Any modification to the granting of maternity leave as set out in Clauses 10.1 and 10.2 may be granted by the Employer provided that the arrangement is mutually acceptable to the Employer and the Employee and the arrangement does not exceed thirteen (13) weeks.
- 10.4 During the period of Maternity Leave, the Employer shall pay to the non-pensionable Employee the difference between her full wage and the National Insurance Maternity Allowance.

11.0 PATERNITY LEAVE

- 1 Paternity leave grants eligible employees up to five (5) days of paid leave following the birth of his child, or upon the initial placement or legal adoption of a child under age 18.

It is an employee benefit that provides paid or unpaid time off work (leave without pay) for a father to care for a child or make arrangements for a child's welfare.

- 2 Paternity Leave shall be granted to male employees who are married or in Common Law relationships for over one year providing that the parties share a common household.
- 3 Male employees requesting Paternity Leave should seek approval from the Principal
- 4 Paternity Leave will only be granted:
- (i) on application for each birth provided that a medical certificate stating the expected delivery date is furnished not less than six (6) weeks before the date of confinement.
 - (ii) upon receipt of written confirmation by the mother which is to accompany the application above.
- 5 Paternity Leave following the birth of a child must be taken in full immediately after the birth or immediately following the child's release from a health care facility to the home.
- 6 Paternity Leave for an adopted child may be taken in full either at the time of initial placement or at the time of legal adoption.

Article 12.0 STUDY LEAVE

- 12.1 Employees should be eligible for study leave with pay in accordance with existing Government Study Leave 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.

- 12.2 Employees 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.
- 12.3 Employees with over ten (10) years service should receive study leave with full salary for the first year and 3/4 or 75% salary for the remainder of the course.
- 12.4 Employees are not required to resume duties in the Department to which they are appointed or where otherwise assigned by the Principal during the Summer vacation.
- 12.5 Where employees must remain overseas or for other justifiable reasons unable to report for duty, prior permission must be sought in writing from the Principal in sufficient time to allow such permission to be granted before the commencement of the summer vacation period.

13. **SICK LEAVE**

- 13.1 Absence of an Employee for more than two consecutive working days on account of incapacity shall be supported by a certificate from a registered medical practitioner. The certificate shall be dated and shall indicate the assessed length of its duration. A medical certificate shall, in all cases be submitted to the Dean or Head of Department within five (5) days of the first day of absence.
- 13.2 The total period of sick leave which may be granted for absence from work not supported by a medical certificate shall not exceed **12** working days in any academic year, and any such absence in excess of that period shall be deemed earned leave
- 13.3 An Officer may be granted sick leave on full salary up to a maximum period of 124 working days (150 working days for officers who work a six-day week) during any period of twelve months ending on the final day of sick leave granted to him. Thereafter, if necessary further extensions of sick leave may be granted, with half salary, subject to a maximum period of 248 working days (300 working days for officers who work a six-day week) sick leave in all with full and half salary, combined. If an officer is eligible for vacation leave when sick leave with half pay is granted, such vacation leave may be taken on full salary and the period of sick leave with half salary may be reduced to that extent. Save in exceptional circumstances and on the advice of a Medical Board, sick leave beyond an aggregate of 248 working days (300 working days for officers who work a six-day week) may be granted in any period of four years or less without salary, the leave period shall however be counted as service for salary, increments or pension.
- 13.4 An Employee who is on continuous sick leave in excess of 3 months or who is frequently absent as a result of illness, may be required to undertake a thorough medical examination to determine his or her fitness.

- 13.5 An Employee who fails to resume his/her duties on the expiration of any sick leave granted to him/her may be deemed to have vacated his or her post with effect from 15 days immediately following the day on which his/her sick leave expired. He/she shall, however, be given an opportunity to present evidence of extenuating circumstances before any penalty for vacation of his or her post is imposed.
- 13.6 During the period of sick leave the Employer shall pay to the non-pensionable employee the first three (3) days and thereafter the provisions of the NIC Act and Regulations shall apply.

14.0 ANNUAL LEAVE

- 14.1 Annual leave shall be calculated and granted in accordance with the regulations governing Non-Teaching Support Staff of the College.

Years of Service	NTSS/Daily Paid Workers
1-3	16 working days
4-7	21 working days
8-10	25 working days
Over 10 years	30 working days

- 14.2 **Leave Pay** – An Officer whose leave has been approved, may be granted his/her emoluments in advance, for the whole or part of the period of approved leave if the employee concerned so requests.
- 14.3 **Leave without pay** – May be granted in exceptional cases, entirely at the discretion of the Employer. Leave of Absence without pay shall not normally exceed one year

15.0 SPECIAL LEAVE AND TIME OFF

- 15.1 The Principal, subject to the exigencies and procedures of the College, shall grant Special Leave with pay to an employee for the purpose of settling matters of an educational, urgent and private nature. Such leave shall not exceed 12 working days.

16.0 FUNERAL/COMPASSIONATE LEAVE

- 1 Funeral/Compassionate Leave grants employees paid time off to attend the funeral and for travel and bereavement time, upon the death of an employee’s immediate family or close relatives.
- 2 For the purpose of this article close relative includes mother, father, brother, sister, spouse, children, grandparents, grandchildren, adopted, foster or legal wards and members of the employee’s household.
- 3 Employees requesting Funeral/Compassionate Leave should seek approval from the Principal.

- 4 (i) 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.
- (ii) Where an employee has to attend a funeral of a close relative overseas he may be granted up to seven (7) days of paid leave.
- 5 Employees may be granted time off to attend the funeral of a relative/friend other than a close relative.

17.0 JOB SELECTION

- 17.1 The Employer shall immediately notify 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 College with such vacancy or new position. The notice shall contain a job description of the post and the scale of pay where applicable.

18.0 CRITERIA FOR PROMOTION/UPGRADING

- 18.1 The Employer agrees that in principle the criteria for promotion/upgrading shall be performance, qualifications, potential and seniority.
- 18.2 The Employer agrees that where opportunities are available for upgrading within the existing structure, employees who have successfully pursued courses relevant to their work shall be favourably considered for such upward mobility.

Where the levels of qualifications are equivalent, the selection of the employee to be upgraded shall be based on job performance and seniority.

19.0 PROBATION

- 19.1 In effecting appointments, promotions or transfers, an employee may be required to serve a period of probation for a period not exceeding three (3) months in the case of Junior Staff and six (6) months, for Senior Staff, effective from the dates of first entering into employment.
- 19.2 Notwithstanding (19.1) above, the Employer may, in exceptional circumstances, extend probation for a period not exceeding twelve (12) months.
- 19.3 In either of the cases (19.1 and 19.2), the Employer will be required to conduct an evaluation of the Employees performance before an appointment is made.

19.4 The Employee shall be issued with an appointment letter which outlines the terms and conditions of employment accompanied by the job description for the position.

19.5 The terms and conditions for extending the probationary period shall be clearly defined.

20.0 SUBSISTENCE ALLOWANCE

20.1 Subsistence Allowance shall be paid to employees leaving their work station on official business at a rate of \$20.00 per every six (6) hour block.

21.0 MEAL ALLOWANCE

21.1 The Employer agrees that non-shift employees who are required to work continuously for a period more than 10 hours shall be paid a meal allowance of \$20.00.

21.2 In circumstances where an Employee is required to work during their lunch hour but cannot defer the lunch hour, the Employer shall provide a hot meal or compensation equivalent to the cost of a hot meal.

21.3 Compensation will only be awarded as provided for in 21.1 and 21.2, if the employee is authorized to work by the Head of Department or immediate supervisor.

22.0 TRAVELLING ALLOWANCE

22.1 An Employee required by the Employer to maintain a vehicle for the performance of his/her duties shall receive a monthly basic traveling allowance in accordance with the rates currently paid by Government. A mileage allowance shall also be paid in accordance with the government's approved rate and ceiling.

22.2 In cases where the employee is not required to maintain a vehicle for the performance of his/her duties but is required to travel on official business, a mileage allowance shall be paid in accordance with the government's approved rate and ceiling.

23.0 DRIVERS LICENSES

The Employer agrees to pay the annual driver's license of those staff who have been mandated to drive the institution's vehicles.

24.0 UNIFORMS

24.1 The Employer agrees to provide two sets of uniforms and two pairs of shoes per year to employees as indicated in the table below:

POSITION	uniforms	shoes	boots	belts	raincoats	cutlass	overalls	gloves	umbrella
Security Officers	*	*		*					
Workshop Technicians		*							
Maintenance Technicians		*							
Drivers	*								
Office Attendants	*	*							*
Cleaners	*	*							
Groundsmen		*							
Farm Workers			*		*	*	*	*	
Bag Bay Attendants	*	*							

25.0 KITCHENETTE/RESTROOM AND OTHER FACILITIES

The Employer agrees to establish a kitchenette with necessary utensils and appliances.

26.0 PERSONAL FILES

26.1 The Employer agrees that no adverse report shall be entered in any staff personal file or elsewhere without his/her prior knowledge. Further a copy of every report shall be made available to the staff member.

26.2 Suitable arrangements will be made by the Employer, to facilitate access to his or her personal file.

27.0 EMPLOYER'S LIABILITY

27.1 The Employer agrees to make arrangements for establishing a scheme of insurance coverage for all employees who may, during or arising out of the performance of their duties, suffer any injuries or fatalities.

27.2 The Employer shall not be liable to pay the cost of medical for any employee who sustained an injury as a result of the Employee's negligence or failure to use or wear the protective clothing issued by the Employer.

28.0 HEALTH & SAFETY PROCEDURES

- 28.1 The Employer agrees to comply with the provisions of the Employees (Occupational Health and Safety) Act Chapter 16.02 of the Revised Laws of St. Lucia 2001.
- 28.2 The Employer agrees that no Employee shall be disciplined for refusal to work in an unsafe environment, or to operate any faulty equipment which in the opinion of the Safety and Health Committee is unsafe.
- 28.3 An employee who works in any unsanitary or dangerous conditions 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.

29.0 PROTECTIVE CLOTHING & EQUIPMENT

- 29.1 In keeping with the provisions of the Employees Occupational Health and Safety Act, Chapter 16.02 of the Revised Laws of St. Lucia 2001, the Employer agrees to provide protective clothing and equipment to employees who, by the nature of their job, require such clothing and equipment.
- 29.2 The Employer further agrees to provide anti-glare screens for the use of employees required to work with visual display units.

30.0 IMPROVED CONDITIONS

30.1 Cleaners

The Employer agrees to provide improved conditions for cleaners in accordance with the following: -

- (a) Employer agrees to provide a laundry allowance, in the amount of EC\$30.00 monthly to cleaners.
- (b) The Employer agrees to provide improved working gears and material to facilitate the work of cleaners.

30.2 Security Officers

- (a) Overtime/Double Time

The Employer agrees to pay overtime to security officers who are required to work on Sundays and designated Public Holidays, and that the overtime rate to be applied for working on Sundays and designated Public Holidays shall be double time.

(b) Night Allowance

The Employer agrees to pay a night allowance to security officers who are required to work on the 11 pm – 6 am shift.

The Employer further agrees that the Night Allowance will be paid as follows:

11 pm – 6 am - Additional EC\$3.00 per hour

31.0 TRANSPORTATION

31.1 The Employer agrees to compensate employees who are required to work late on evenings and on Saturdays, and have to find their way to the designated bus stop because of the unavailability of the designated bus.

32.0 SALARIES

32.1 The Employer agrees to award fourteen and a half percent (14.5%) increase in salaries over a three (3) year period.

32.2 The Employer further agrees that the increases in salary shall be effected as follows: -

April 1, 2007 to March 31, 2008 - 3%
April 1, 2007 to March 31, 2009 - 4%
April 1, 2009 to March 31, 2010 - 7.5%

The employer also agrees to pay a onetime lump sum payment of five hundred dollars (\$500.00) to daily paid employees as described at Clause 2.3 of the agreement.

33.0 PENSION AND GRATUITY

33.1 Pensionable Staff

Payment of pension and gratuity to pensionable staff on the permanent establishment shall be in accordance with the provisions of the Pensions Act (Chapter 15.26 of the Revised Laws of 2001).

33.2 Non-Pensionable Staff

Payment of pensions to non-pensionable staff shall be through the NIC in accordance with the NIC regulations.

(A) Payment Conditions for Gratuity

- That the period of employment in all cases should be at least ten (10) years of continuous service; or

- The Employee is too ill to work and has submitted to the College a doctor's diagnostic report stating same; or
- The Employee has attained the retirement age of fifty five (55) years; or
- Upon voluntary retirement after ten (10) years of continuous service; or
- The Employee is made redundant or retrenched; or
- The Employee is dismissed after (10) years of continuous service other than:
 - i. where an employee is guilty of misconduct whether in the course of his duties or not inconsistent with the fulfilment of the express or implied conditions of his contract service;
 - ii. for wilful disobedience of lawful orders given by the employer;
 - iii. for repeated substantial neglect of his duties;
 - iv. for absence from work without the permission of the employer or without reasonable excuse;
 - v. for lack of skill which the employee expressly or by implication warrants himself to possess
- The Employee dies, after ten (10) years of continuous service, in which case the monies will be paid to his/her heirs; or
- Any other cause that in the opinion of the College's Board of Governors deserve favorable consideration.

(B) Formula

The formula for calculating gratuity shall be:

Terminal Annual Salary x completed No. of Months of Service x 0.25 x 15

480

With a ceiling of 320 months being placed on the completed number of months' component of the formula.

(C) Effective Date

- Subject to its exigencies, the College shall effect full payment of gratuity within ninety (90) days from the effective date of retirement of the Officer.

34.0 DISCIPLINARY PROCEDURE

34.1 Where the Employer contemplates disciplinary action against an Employee which may result in the suspension or discharge of the employee the following procedure shall apply:

- (a) Verbal warning to the Employee(s).
- (b) Where the Employer or his authorized agent deems its necessary to take further action against an Employee after having given the Employee a warning as in (a) above he/she shall give the Employee a written warning.
- (c) If after a written warning as aforesaid shall have been given an Employee fails to improve his/her conduct the Employer reserves the right to take appropriate action.
- (d) Unless the above procedure is followed no record of an Employee's misconduct or lack of performance shall be entered in the employee's personal files.

35.0 GRIEVANCE PROCEDURE

35.1 In this Agreement a Grievance is a condition which exists as a result of an unsatisfactory adjustment or failure to adjust a claim entered by an Employee or Employees, or the Shop Steward or Shop Stewards or the Union on behalf of an Employee concerning:

- (a) rates of pay, working hours or conditions of work, set forth herein or the interpretation, scope or application of this Agreement or any other related matter or failure to resolve a dispute arising in any or all of the aforementioned areas.
- (b) complaints in respect of the rules and regulations of the College.

35.2 Grievances arising outside (a) and (b) above shall be the subject of recommendations from the Union to the Principal of the College, provided that matters of discipline shall be in accordance with the Rules and Regulations of the College.

35.3 STEP 1

The Employee who may request the assistance of the Shop Steward shall present his/her grievance to the sectional head or supervisor.

STEP 2

Failing settlement at Step 1 within ten (10) working days, the matter shall be referred to the Principal by a representative of the Union.

STEP 3

Board of Governors

Should no satisfactory decision be reached between the parties at Step 2, the matter shall be referred to the Board, which shall make every effort to resolve the issue within ten (10) working days of the report.

STEP 4

Labour Department

Failure to resolve the issue at Step 3 will result in the request of the intervention of the Labour Department by either party to the dispute.

STEP 5

Minister of Labour

Failing a satisfactory settlement at STEP 4, the matter shall be referred to the Minister of Labour for further conciliation.

STEP 6

Failing a satisfactory settlement at STEP 5, the matter shall be referred to arbitration for settlement in accordance with the Arbitration Ordinance.

36.0 IMPLEMENTATION AND BENEFITS

- 36.1 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 Union.

37.0 PERIOD OF AGREEMENT

- 37.1 This Agreement shall take effect from 1 April 2007 to 31 March 2010 unless revised by mutual consent.
- 37.2 In the event that either party is desirous to revise any Article in this Agreement, three (3) months notice shall be given in writing. Where the parties agree to any alterations, such changes shall replace the original Article and be effective upon the affixing of the authorized signatures to the amended version.

37.3 Upon receipt of notice, there shall be a meeting between representatives of both parties for the purpose of discussion of the proposed amendment.

38.0 PRODUCTIVITY INCENTIVE SCHEME

38.1 The Employer and the Union agree to jointly develop a new Productivity Incentive Scheme by August 31, 2009.

Signed on behalf of the Sir Arthur Lewis Community College

Date

Signed on behalf of the Civil Service Association

Date

Witnessed by the Representative of the Ministry of Labour

Date

