



COLLECTIVE AGREEMENT

BETWEEN THE

GOVERNMENT OF SAINT LUCIA

AND THE

SAINT LUCIA CIVIL SERVICE ASSOCIATION

FOR THE PERIOD

APRIL 01, 2007 TO MARCH 31, 2010

INDEX

PREAMBLE

BARGAINING UNIT

APPLICATION

PERIOD OF AGREEMENT

ARTICLES

- Article 1.0 RECOGNITION OF REPRESENTATION BY THE ASSOCIATION
- Article 2.0 EFFICIENCY AND PRODUCTIVITY
- Article 3.0 ASSOCIATION MEMBERSHIP
- Article 4.0 CHECK OFF SYSTEM
- Article 5.0 ASSOCIATION RIGHTS, SECURITY AND FUNCTIONS
- Article 6.0 EMPLOYER'S RIGHTS AND FUNCTIONS
- Article 7.0 CONSULTATION AND DEMOCRATIZATION
- Article 8.0 LABOUR MANAGEMENT COMMITTEE
- Article 9.0 TECHNICAL INFORMATION
- Article 10.0 LABOUR-MANAGEMENT BARGAINING RELATIONS
- Article 11.0 IN-SERVICE TRAINING
- Article 12.0 REPRESENTATION ON COMMITTEES
- Article 13.0 TIME OFF IN LIEU OF OVERTIME
- Article 14.0 HOURS OF WORK AND OVERTIME
- Article 15.0 MEAL/BREAKFAST ALLOWANCE
- Article 16.0 TIME OFF FOR URGENT AND PRIVATE BUSINESS
- Article 17.0 VACATION LEAVE
- Article 18.0 SICK LEAVE
- Article 19.0 MATERNITY LEAVE
- Article 20.0 PATERNITY LEAVE
- Article 21.0 STUDY LEAVE
- Article 22.0 SPECIAL LEAVE
- Article 23.0 FUNERAL/COMPASSIONATE LEAVE
- Article 24.0 INCOME TAX COUNSELLING
- Article 25.0 RELOCATION EXPENSES/ALLOWANCES
- Article 26.0 ON CALL ALLOWANCE / VICTORIA HOSPITAL
- Article 27.0 CALL-OUT AND CALL-BACK GUARANTEE
- Article 28.0 PROVISIONS FOR METEOROLOGICAL OFFICERS
- Article 29.0 TRANSPORTATION OF STAFF
- Article 30.0 PLAIN CLOTHES ALLOWANCE
- Article 31.0 NIGHT ALLOWANCE/ATTENDANTS – TURNING POINT
- Article 32.0 UNIFORM AND SHOE ALLOWANCE
- Article 33.0 INSURANCE
- Article 34.0 SAFETY, HEALTH AND MEDICAL ATTENTION
- Article 35.0 JOB DESCRIPTION AND CLASSIFICATION



- Article 36.0 CONDITIONS ON REVISED SALARIES
- Article 37.0 SECONDMENT OF CIVIL SERVANT TO THE ASSOCIATION
- Article 38.0 RETRENCHMENT
- Article 39.0 VACANT POSTS
- Article 40.0 APPOINTMENTS
- Article 41.0 INFORMATION, TRAINING AND ORIENTATION
- Article 42.0 PROBATION
- Article 43.0 TRANSFER ON PROMOTION
- Article 44.0 SALARY RATES
- Article 45.0 TOOLS, EQUIPMENT AND SUPPLIES
- Article 46.0 SEXUAL HARASSMENT
- Article 47.0 GRIEVANCE PROCEDURE
- Article 48.0 PROCEDURE FOR DISCIPLINARY MATTERS
- Article 49.0 HIV / AIDS
- Article 50.0 IMPLEMENTATION OF BENEFITS



AGREEMENT

BETWEEN

THE GOVERNMENT OF ST. LUCIA

(Hereinafter referred to as the Employer)

AND

THE ST. LUCIA CIVIL SERVICE ASSOCIATION

(Hereinafter referred to as the Association)

PREAMBLE

Whereas the Employer has recognized and accepted the Association as a representative of its employees for the purpose of collective bargaining on matters concerning conditions of employment and general interest and welfare of the **Civil Service**, and whereas the **Association** in this capacity has concluded negotiations with the Employer, this Agreement witnesses as follows:

Bargaining Unit:

The Employer recognizes the Association as a representative and collective bargaining agent for employees of the Civil Service whether permanent, part-time, temporary, or casual and herein agrees to negotiate with the Association or any of its authorized Committees.

A. **APPLICATION**

The Association 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 (CSA) and the Government of St. Lucia.

B. **PERIOD OF AGREEMENT**

- (a) This agreement shall take effect from the 1st April, 2007 and unless revised by mutual consent, shall continue in force until 31st March, 2010.
- (b) In the event, either party is desirous to revise this Agreement, three (3) months notice shall be given in writing. Where such notice relates to the revision of the terms of this agreement, the proposed amendments shall not in any circumstances become effective, until this Agreement is replaced by a successor agreement.



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

Article 1.0 RECOGNITION OF REPRESENTATION BY THE ASSOCIATION

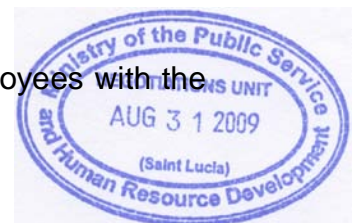
- 1.1 The Employer recognizes the Association as a representative and collective bargaining agent for Employees of the Civil Service whether permanent, part-time, temporary, or casual and herein agrees to negotiate with the Association or any of its authorized Committees.
- 1.2 The Employer agrees that 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 2.0 EFFICIENCY AND PRODUCTIVITY

- 2.1 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.
- 2.2 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 3.0 ASSOCIATION MEMBERSHIP

- 3.1 All Employees are eligible to become and remain members in good standing of the Association.
- 3.2 The Association and employer agree to acquaint new Employees with the terms and conditions of the Collective Agreement.



Article 4.0 CHECK OFF SYSTEM

- 4.1** The Employer shall deduct from the wages of every Employee who is a member of the Association, on his written authorization, any dues or levies stipulated by the Association.
- 4.2** Deductions shall cease to be made when the authorization is canceled in writing by the individual Employee concerned and copied to the Secretary of the Association. The cancellation form should reach the Ministry or Department concerned no later than the first working day of the month when the deduction should cease, to facilitate the processing and forwarding to the Treasury, by the stipulated deadline.
- 4.3** The total amount deducted as stipulated in 4.1 shall be remitted monthly to the Association by the Employer.
- 4.4** The Association agrees to indemnify and save the Employer harmless from all claims, actions or suits arising from the above sub-clauses.

Article 5.0 ASSOCIATION RIGHTS, SECURITY AND FUNCTIONS

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.

- 5.1** 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.
- 5.2** 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.
- 5.3** The employer agrees to recognize the Shop Steward(s) duly appointed by members of the Association/branch. The Association shall provide a list of all elected/appointed shop stewards to the employer.



The shop steward shall be expected to attend to all complaints and grievances reported to him/her by employees within the bargaining unit and shall be given reasonable time off work, with pay, for the purpose of pursuing the settlement of such grievances.

Functions of the Shop Steward:

- Carefully peruse and be au courant with provisions of the Collective Agreement in order to prevent/address violations by both parties;
- Attend to all complaints and grievances reported to him/her by members who are being charged of violating his/her contract of employment or the terms and conditions of the Collective Agreement.
- Inform workers of the benefits to be derived from becoming an Association member.

The Shop Steward shall be given reasonable time-off work, with pay, for the purpose of performing the above-mentioned functions.

Article 6.0 EMPLOYERS RIGHTS AND FUNCTIONS

- 6.1** 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.
- 6.2** These rights shall be construed within the limits of the Constitution, the Laws of the State and the Collective Agreement.

Article 7.0 CONSULTATION AND DEMOCRATIZATION

- 7.1** In order to maintain and further the harmonious relationship between the Employer and Employees, there will be regular dialogue between the Association and the Ministry responsible for the Public Service 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 8.0 LABOUR MANAGEMENT COMMITTEE

8.1 The Employer agrees that the Permanent Secretary of the Ministry of the Public Service shall hold quarterly and extra-ordinary meetings when necessary 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.

8.2 Such meetings shall address inter alia 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 9.0 TECHNICAL INFORMATION

9.1 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 10.0 LABOUR-MANAGEMENT BARGAINING RELATIONS

10.1 No employee or group of employees shall undertake to represent the Association at meetings with the Employer without the authority of the President or the General Secretary acting on behalf of the Association.

10.2 The Association shall have the right at any time to have the assistance of representatives of any recognized National, Regional or International



Trade Association or Consultant, at the Association's expense, when dealing or negotiating with the Employer.

Article 11.0 IN-SERVICE TRAINING

11.1 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 training activities such as Seminars, Workshops and lectures provided that reasonable notice is given and subjected to exigencies of the Service.

11.2 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 12.0 REPRESENTATION ON COMMITTEES

12.1 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 13.0 TIME OFF IN LIEU OF OVERTIME

13.1 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 prevailing overtime rate, at a time selected by the Employee in consultation with the Head of Department.

13.2 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 14.0 HOURS OF WORK AND OVERTIME

- 14.1 With the exception of Shift workers, 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 1:30 pm. to 4:30 pm.
- 14.2 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.
- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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.
- 14.7 For the purpose of this agreement, Saturday will be counted as a holiday for an employee who works a five-day week.
- 14.8 Notwithstanding the above, equivalent time off may be chosen by or granted to the employee in lieu of pay.

Article 15.0 MEAL/BREAKFAST ALLOWANCE

- 1. The Employer agrees to pay a meal allowance of \$22.00 to employees who: -
 - (a) are authorized to work through their lunch hour; and
 - (b) are authorized to work overtime beyond 7:00 pm.
- 2. The Employer also agrees to pay a breakfast allowance of \$15.00 to non-shift employees who are required/authorized to start work before 7:00 am.



Article 16.0 TIME OFF FOR URGENT AND PRIVATE BUSINESS

In normal circumstances time off to attend to urgent, 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 17.0 VACATION LEAVE

Vacation Leave shall be granted in accordance with existing Vacation Leave Policy. Any changes to the existing policy must be done in consultation with the CSA.

Article 18.0 SICK LEAVE

An employee shall be entitled to sick leave in accordance with Staff Orders for the Public Service of St. Lucia.

Article 19.0 MATERNITY LEAVE

- 19.1** 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.
- 19.2** The Employee may be allowed to proceed on Vacation Leave immediately on completion of Maternity Leave.
- 19.3** An employee shall not lose seniority on return to work.
- 19.4** Maternity leave shall be additional to vacation leave.
- 19.5** The foregoing shall apply to any female employee, regardless of age, nationality or marital status.



Article 20.0 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 appropriate Head of Department/Permanent Secretary
- 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 21.0 STUDY LEAVE

Study Leave will be granted in accordance with existing Government Study Leave Policy.

Article 22.0 SPECIAL LEAVE

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



Article 23.0 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 appropriate Head of Department/Permanent Secretary.
- 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.

Article 24.0 INCOME TAX COUNSELLING

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

Article 25.0 RELOCATION EXPENSES/ALLOWANCES

- 25.1 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.
- 25.2 A Relocation Allowance shall be paid to the Employee upon transfer to any station, which requires the maintenance of another place of abode.
- 25.3 This Allowance shall be fixed from time-to-time by the employer after consultation with the Association.
- 25.4 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.

- 25.5** 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.
- 25.6** 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 26.0 ON CALL ALLOWANCE/VICTORIA HOSPITAL

- 26.1** The Employer recognizes the need and importance of having Medical Technologists, Physiotherapists, Radiographers, Pharmacists and Maintenance Staff to be on "Stand-by and On-call for contributing to patient care, especially, in the case of emergencies.
- 26.2** The Employer recognizes the inconvenience which being on "Stand-by" and "On-call imposes on the daily lives of the staff concerned. For this reason, the Employer agrees to pay to Medical Technologist, Physiotherapists, Radiographers, Pharmacists and Maintenance Staff "On-call and Call-out allowances as follows:

"On-call" **EC\$45.00**
"Call-out" **EC\$125.00**

Article 27.0 CALL-OUT AND CALL-BACK GUARANTEE

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 28.0 PROVISIONS FOR METEOROLOGICAL OFFICERS

28.1 Duty Allowance in Lieu of Overtime

- 28.1.1 The employer agrees to pay a Duty Allowance of \$450.00 per month to Meteorological Officers. The duty allowance shall continue to be paid to the employee while on vacation or any other leave.
- 28.1.2 When an officer is called upon to work a double shift, or to work on his/her off day, or to work a shift that he/she is not detailed to, or works on a holiday, that officer shall be entitled to one (1) day lieu leave in each instant.
- 28.1.3 No shift shall exceed eight (8) hours except where emergencies demand longer shifts be worked.

28.2 Shoe Allowance

The Employer agrees to pay the Meteorological Officers at George F.L. Charles Airport a Shoe Allowance of \$200.00 per annum. The Employer agrees that the shoe allowance be extended to Meteorological Officers at Hewanorra International Airport.

28.3 Meal Allowance

The Employer agrees to pay a Meal Allowance of \$22.00 to Meteorological Officers.

28.4 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.

28.5 Rest Room/Kitchenette

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

28.7 Housing and Relocation

Housing and Relocation shall be in accordance with existing Housing and Relocation Policy. Any changes to the existing policy must be done in consultation with the CSA.



28.8 Uniform

The Employer agrees to provide full uniforms to Meteorological Officers. The Employer further agrees that the uniform provided shall be four (4) pairs of pants or skirts at \$60 each and four (4) polo shirts at \$30 each annually.

Article 29.0 TRANSPORTATION OF STAFF

29.1 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.

Traveling and Subsistence Allowance

29.2 Cabinet by **Conclusion No. 769 of October 4, 2005**, agreed that the Travel and Subsistence Committee be reactivated and given the mandate to deal with all matters pertaining to the payments of travel and subsistence allowance.

Article 30 PLAIN CLOTHES ALLOWANCE

30.1 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.

30.2 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.

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

Article 31.0 NIGHT ALLOWANCE/ATTENDANTS – TURNING POINT

31.1 The Employer recognizes that Attendants at Turning Point are required to work for periods in excess of ten (10) hours in the night, yet no form of compensation is extended to the employees in accordance with what is in existence at other Health Establishments.



31.2 The Employer, therefore, agrees to pay a night allowance to Attendants who are required to work the night shifts.

31.3 The Employer further agrees that the night allowance will be EC\$30.00 per night shift.

Article 32.0 UNIFORM AND SHOE ALLOWANCE

32.1 Domestic Assistants

The Employer agrees to provide uniform and shoe allowance to Domestic Assistants at Turning Point, that are equivalent to what Domestic Assistants at other Health Establishments are receiving.

32.2 Rehabilitative Care Assistants/Non-medical Staff

- (a) The Employer recognizes that Rehabilitative Care Assistants and Non-Medical Staff work in the same environment and under the same conditions as Attendants and Domestic Assistants.
- (b) The Employer, therefore, agrees to provide uniforms and shoe allowance to Rehabilitative Care Assistants and Non-Medical Staff at Turning Point.

Article 33.0 INSURANCE

The Employer agrees to institute insurance coverage for all employees who work in hazardous and high risk conditions as provided in Schedule I.

Article 34.0 SAFETY, HEALTH AND MEDICAL ATTENTION

34.1 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.

34.2 A Safety, Health and Environment Committee shall be established and composed of one (1) representative appointed by the Association and one (1) representative appointed by the Employer.



- 34.3** 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.
- 34.4** (a) 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.
- (b) Employees to be provided with Protective Clothing as per 34.4(a) above is listed in Schedule II (attached).
- (c) It is further agreed that a Committee shall be established to determine the category of workers and criteria for the provision of such protective clothing. The Employer agrees that the Association shall be represented on that Committee
- 34.5** 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.
- 34.6** 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.
- 34.7 Annual Eye Checks/Computer Users**
- 34.7.1 Inherent in the use of computers are the health and safety implications for the employees whose workplace require the use of computer technology on a continuous basis.
- 34.7.2 The Employer agrees to provide annual eye checks for employees who are required to use computers on a continuous basis. The Employer further agrees to use its own facilities to conduct these tests.
- 34.8 Hearing Tests**
- 34.8.1 Excessive noise in the use of machines at the workplace is an occupational hazard.



34.8.2 The Employer therefore agrees to include eye and hearing tests in the annual medical testing for employees of the National Printing Corporation. The Employer further agrees to use its own facilities to conduct these tests.

34.9 Emergency Exit

34.9.1 The Employer recognizes that the entrance to the National Printing Corporation also serves as exit by both employees and members of the public. The situation poses severe risks in the case of fire and other occurrences which require emergencies.

34.9.2 For this reason, the Employer agrees to implement the needed measures to provide emergency exits for the National Printing Corporation's building at least three (3) months after the signing of the Collective Agreement.

34.10 Improved Air Quality

34.10.1 The inclusion of carpets in offices of the Government Buildings have compromised the air quality in those buildings and have placed the health of the employees at risk.

34.10.2 The Employer agrees to eliminate the use of carpets at its offices at least six (6) months after the signing of the Collective Agreement.

34.11 Adequate Work Space

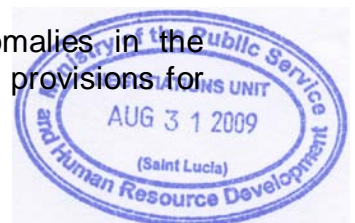
34.11.1 The Employer recognizes that the provision of adequate work space is a health issue, and that some departments of Government are characterized by space constraint.

34.11.2 The employee agrees that the optimum work space per employee shall be provided to eliminate overcrowding and to promote a comfortable working environment.

Article 35.0 JOB DESCRIPTION AND CLASSIFICATION

35.1 The Employer agrees to authorize the Ministry responsible for the Public Service 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.

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



35.3 Existing classification (posts) or new ones shall indicate the qualification required for filling each position.

Article 36.0 CONDITIONS ON REVISED SALARIES

36.1 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.

36.2 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.

Article 37.0 SECONDMENT OF CIVIL SERVANT TO THE ASSOCIATION

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

Article 38.0 RETRENCHMENT

The Employer agrees to give reasonable notice of impending retrenchment, and also to engage the association in consultation germane to the retrenchments as early as possible.

Article 39.0 VACANT POSTS

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

39.2 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 Ministry or Department with such vacancy or new position.

- 39.3** The Employer agrees that in its recommendations relating to filling 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 40.0 APPOINTMENTS

- 40.1 The Employer 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 be recruited.
- 40.2 The Employer agrees that all efforts shall be made so that no employee, within the bargaining unit shall be required to act in a higher position for more than a reasonable period of time.
- 40.3 If the higher position is vacant, then the employee who has acted for six (6) months in that vacant position shall be eligible for consideration for confirmation, provided that he/she is in possession of the requisite qualifications and has met the required standard as per the appraisal report in respect of the six (6) months acting period.
- 40.4 The Employer agrees to include pensionable posts whose nomenclature have changed on the list of pensionable posts.

Article 41.0 INFORMATION, TRAINING AND ORIENTATION

41.1 Newly Hired Employees

Newly hired employees shall be provided with the required orientation to facilitate his or her settlement into the job and should include

- Information about the Public Service;
- Information about the role of the Ministry and or Department, Unit where he/she is placed;
- Information about procedures and basic Government operations.
- Information on the role and function of the Civil Service Association



41.2 The Association agrees to make sufficient copies of the Collective Agreement available within the Departments and/or branches to ensure that all Employees have access to this information.

41.3 The Employer further agrees to acquaint and provide new employees with the Staff Orders and Training Policy.

Supervisory / Management Positions

41.4 Persons who are brought into supervisory and or management positions shall be provided with adequate training in the following areas

- Interpersonal Relations
- Conflict Resolution
- Team Building
- Management/Implementation of the Collective Agreement

Article 42.0 PROBATION

Probationary period for new employees should not exceed one (1) year.

Article 43.0 TRANSFER ON PROMOTION

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 44.0 SALARY RATES

The Employer agrees to pay an increase in salaries of fourteen and a half percent (14.5%) over a period of three (3) years.

The Employer further agrees that the rates of salary increases over the period shall be as follows: -

Year 1:	(1 st April, 2007 – 31 st March, 2008)	3%
Year 2:	(1 st April, 2008 – 31 st March, 2009)	4%
Year 3:	(1 st April, 2009 – 31 st March, 2010)	7.5%

The Employer also agrees that a one-time lump sum of \$500.00 be paid to non-established workers.



Article 45.0 TOOLS, EQUIPMENT AND SUPPLIES

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

Article 46.0 SEXUAL HARASSMENT

All employees covered by this agreement have a right to freedom from sexual harassment in accordance with the Equality of Opportunity and Treatment in Employment Act Chapter 16.14 of the Revised Laws of St. Lucia 2001.

Article 47.0 GRIEVANCE PROCEDURE

47.1 (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 Official.

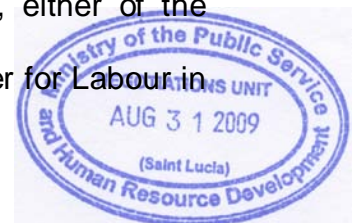
(c) If the Association's Official is not satisfied with the result of (b) above, the Association's Official will take up the matter on behalf of the member with the Permanent Secretary.

47.2 If no agreement is reached, the matter shall be referred to the (Permanent Secretary) Ministry of the Public Service, who shall meet (with the Association) within seven (7) days after being notified.

47.3 If no agreement is reached within two (2) weeks either party may refer the matter to the Labour Commissioner.

47.4 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 (Arbitration) Act Chapter 16.07 of the Revised Laws of Saint Lucia 2001. If the dispute is in an essential service, the parties shall comply with the provisions of the Essential Services Act Chapter 16.12 of the Revised Laws of Saint Lucia 2001

47.5 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.

47.6 If the grievance occurs within the Labour Department follow steps outlined at 47.1, 47.2 and 47.4. Skip 47.3

Article 48.0 PROCEDURE FOR DISCIPLINARY MATTERS

48.1 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.



48.2 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 49.0 HIV / AIDS

49.1 The Employer recognizes that HIV/AIDS is a workplace issue and will be treated within the office like any other serious illness or condition.

49.2 Should a staff member consider that he/she has been subject to any conduct which constitutes discrimination or unfair practice in relation to HIV/AIDS, he/she is encouraged to take appropriate action under the grievance procedure.

49.3 The Employer in consultation with the worker(s) and their representative should take measures to reasonably accommodate the worker(s) with AIDS related illnesses.

Article 50.0 IMPLEMENTATION OF BENEFITS

50.1 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 Employer and the Association.

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

**SIGNED ON BEHALF OF THE
GOVERNMENT OF SAINT LUCIA**

Michelle Chapman / GNT
.....
ML
.....
Secretary / GNT

**SIGNED ON BEHALF OF THE
SAINT LUCIA CIVIL SERVICE
ASSOCIATION**

Auguste
.....
Henry
.....
Henry
.....

DATED THIS *31st* DAY OF *August* 2009

Ag. Labour


SCHEDULE I

Employees to be provided with Insurance coverage as per article 33.0 shall include but not limited to the following:

- Government Information Service
- Forestry Officers
- Postmen
- Customs Enforcement Officers
- Supply Warehouse employees
- Tax Officers
- Crown Lands
- Building Inspectors
- Boys Training Centre employees
- Turning Point Rehabilitation Centre employees
- Golden Hope Hospital employees
- Meteorological Services
- Bailiffs
- Agricultural Officers
- Labour Officers
- Drivers
- Electrical Engineers, Technicians and Inspectors
- Engineers and Engineering Assistants
- Road Technicians
- Laboratory Technicians
- Driving Examiners
- Potholing Crew (Labourers)
- Chief and Deputy Physical Planning Officers
- Development Control Officers
- Physical Planning Officers
- Building Officers
- Surveyors
- Valuation Surveyors
- Valuation Officers
- Survey Assistants
- Architects, Architectural Assistants and Architectural Technicians
- Construction Manager
- Quantity Surveyors
- Commissioner of Crown Lands
- Crown Lands Officers and Assistants



SCHEDULE II

Employees to be provided with Protective Clothing as per Article 34.4(a) shall include but not limited to the following:

1. Laboratory Workers
2. Radiographers
3. Printers
4. Public Health Inspectors
5. Physiotherapists
6. Agricultural Officers
7. Labour Officers
8. Environmental Health Officers
9. Medical Technologists
10. Printing Technicians
11. Survey Technician
12. Research Assistants
13. Occupational Health and Safety Officers
14. Refrigeration Technicians
15. Electrical Inspectors
16. Building Officers
17. Crown Lands Technicians/Assistants
18. Architectural Assistants
19. Hospital Maintenance Technicians
20. Forest/Wildlife Officers
21. Livestock Extension Officers

