



COLLECTIVE AGREEMENT

BETWEEN

THE GOVERNMENT OF SAINT LUCIA

&



**SAINT LUCIA CORRECTIONAL
SERVICE WELFARE ASSOCIATION**

April 01, 2016 ~ March 31, 2019

AGREEMENT

BETWEEN

THE GOVERNMENT OF SAINT LUCIA
(Hereinafter referred to as the Employer)

AND

THE SAINT LUCIA CORRECTIONAL SERVICE WELFARE
ASSOCIATION
(Hereinafter referred to as the Association)

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PREAMBLE

INTENT AND PURPOSE OF AGREEMENT

It is the intent and purpose of the Government of Saint Lucia, hereinafter referred to as 'the Employer', and the Saint Lucia Correctional Service Welfare Association, hereinafter referred to as 'the Association' to set forth herein the agreed provisions covering salaries, hours of work and other working conditions, in order to promote and maintain mutual satisfactory relations between both parties and to achieve the highest level of worker performance and moral, consistent with the good and optimum productivity of the St. Lucia Correctional Services in accordance with the Correctional Service Act 2003.

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

BARGAINING UNIT

The bargaining unit shall comprise of all correctional officers except Director and Deputy Director of Corrections.

PERIOD OF AGREEMENT

This Agreement shall take effect from 1st April 2016 to 31st March 2019 unless revised by mutual consent, and shall continue in force until renegotiated.

In the event of either party desiring to revise the agreement three (3) months' notice shall be given in writing. Where such notice relates to revision of the terms of this agreement, the proposed amendments shall not in any circumstance become effective until the expiry date aforementioned three (3) months' notice or until the day after agreement is terminated if a revised agreement is negotiated before expiry date of the agreement.

Upon receipt of notice for revision, there shall be a joint meeting between Representatives of both parties within thirty (30) days of the receipt of such notices for the purpose of discussion of the proposed amendment.

IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

The parties agree that all the necessary procedures and actions shall be taken to implement the provisions of the Collective Agreement within a reasonable time after the signing of the Agreement. In any event the period for implementation and action should not exceed six (6) months after the signing of the Agreement.

This shall apply to all clauses of the Agreement except those for which there are prescribed times.

Article 1 - RECOGNITION OF REPRESENTATION BY THE ASSOCIATION

- 1.1 The Employer recognizes the Association as the sole representative and collective bargaining agent for Correctional Officers whether permanent, probationary, 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 or favoritism 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.
- 1.3 The Association shall be notified of all new job classifications created within ten (10) working days of such action. The notification shall include the specifications of the job classifications.

Article 2 - EFFICIENCY AND PRODUCTIVITY

- 2.1 The parties hereby agree to undertake and to cooperate fully in an endeavor to achieve the following objectives in the Correctional Service:
 - (a) Increase efficiency and productivity.
 - (b) Elimination of waste of resources.
 - (c) Elimination of conditions of work inimical to increase efficiency and productivity.
 - (d) Elimination of negative attitudes to work and the development of proper work ethics.
- 2.2 In pursuit of this endeavor, representatives of both parties will meet from time to time to identify areas where improvement can be effected and appropriate measures taken to achieve the aforesaid objectives.

Article 3 - ASSOCIATION MEMBERSHIP

- 3.1 All employees are eligible to become and remain in good standing of the Association.

- 3.2 The Association agrees to assume the responsibility of acquainting new employees with the terms and conditions of the collective agreement
- 3.3 The Employer shall deduct dues from the salary of every employee who is a member of the Association, with his/her consent written authorization as stipulated by the Association.
- 3.4 Deductions shall cease when authorization is cancelled in writing by the employee concerned and communicated by the Employer or his authorized agent on the prescribed form to the Secretary of the Association. Such cancellation shall not take effect until the expiration of fifteen (15) days thereafter.

Article 4 - ASSOCIATION RIGHTS, SECURITY AND FUNCTIONS

- 4.1 Within the limits of this Agreement and of the relevant Provisions of the Saint Lucia Constitution Order 1978 No. 1901 and/or the Revised Laws of Saint Lucia, the Association shall have the right to exercise the functions of a Trade Union.
- 4.2 The Association shall keep the Employer informed of the names of the Officials and Committee members representing the employees. The Employer agrees to recognize the Committee members or any other authorized representatives of the Association.
- 4.3 The Employer agrees that special leave or time off duty (Staff Orders, Section 6.29) may be granted by the Permanent Secretary or Heads of Department with reasonable notice for Committee members or Officials to attend to matters directly affecting the Association members and for all such occasions to be deemed occasions of duty.
- 4.4 The Employer agrees to allow officers of the Association or its appointed representatives admittance to any section of the Department or Branch during working hours to investigate specific complaints from employees provided that a mutual acceptable time is arranged with the Permanent Secretary or Head of Department.

Article 5 – EMPLOYER’S RIGHTS AND FUNCTIONS

- 5.1 The Association recognizes that it is the right of the Employer to exercise the regular and customary functions of management to direct the work force to ensure that the purpose(s) of their employment are fulfilled expeditiously, effectively and efficiently. The Employer further agrees to copy to the Association all circulars/correspondence affecting the professional conduct of Employees.
- 5.2 These rights shall be construed within the limits of the Constitution of Saint Lucia, Cap. 1.01, the Laws of the State and the Collective Agreement.

Article 6 - CONSULTATIONS AND DEMOCRATIZATION

- 6.1 In order to maintain and further the harmonious relationship between the Employer and the employees, there will be regular dialogue between the Association and a representative of the Ministry of Public Service, Ministry of Home Affairs and National Security and Management officials to whom this Agreement directly relates, on matters pertaining to high quality Public services, redundancies, changes in working conditions, hours of work, staffing and restructuring etc. and other matters affecting the Bordelais Correctional Facility. Meetings shall be held at least once every quarter.
- 6.2 Extra-ordinary meetings may be requested by either party.

Article 7 - TECHNICAL INFORMATION

The Employer shall provide the Association on request, if available, information required by the Association such as Job Description, Seniority Lists, Job Classification, Salary Rates, 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 8 - LABOUR MANAGEMENT BARGAINING RELATIONS

- 8.1 No Employee or group of employees shall undertake to represent the Association at meetings with the Employer without proper authorization from the Association's Executive.
- 8.2 The Association shall acknowledge the Association's right to representation of its choosing when negotiating with the Employer.

Article 9 - IN-SERVICE TRAINING AND GENERAL TRAINING

- 9.1 The Employer and Association agree that in-service training, local and overseas training is desirable and necessary for greater productivity. It is further agreed that all efforts shall be directed at identifying and providing such training for the employees in accordance with Government's Training Policy for the Public Service.
- 9.2 Dealing with mentally challenged inmates is a function of all Correctional Officers; therefore, the Employer agrees to provide the necessary training to Correctional Officers in collaboration with the relevant Agencies.

Article 10 - SICK LEAVE

- 10.1 Sick leave shall be in accordance with the Staff Orders for the Public Service of Saint Lucia.

Article 11 - MATERNITY LEAVE

- 11.1 Maternity leave shall be in accordance with the Staff Orders for the Public Service of Saint Lucia.

Article 12 - PATERNITY LEAVE

- 12.1 Male employees shall be entitled to paid paternity leave for a period of five (5) working days following the birth of his child. The aggregate requests for paternity leave from any employee shall not exceed the maximum of three (3) times for the calendar year.
- 12.2 Male employees requesting Paternity Leave should seek approval from the appropriate Head of Department/Permanent Secretary.
- 12.3 Paternity Leave will only be granted on application, using the prescribed form, 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.
- 12.4 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.

Article 13 - ADOPTION LEAVE

- 13.1 Employees applying for adoption leave must notify their employer of their intention to adopt a child in no less than 14 days after the employee has applied for an intent to adopt or a court order from the Department of Human Services or an authorized agency.
- 13.2 Employees are entitled to five (5) working days adoption leave which may start on the date the child is placed in the care of the employee in accordance with Section 4 (6) of the Adoption Act Chapter 4.07 of the revised laws of St. Lucia 2005.
- 13.3 Adoption leave shall be in addition to vacation leave.

Article 14 - FUNERAL/COMPASSIONATE LEAVE

- 14.1 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 member or close relatives.
- 14.2 For the purpose of this article close relative includes Mother, Father, Brother, Sister, Spouse, Parents of Spouse, Children, Grandparents, Grandchildren, Adopted, Foster or Legal Wards and members of the employee's household.
- 14.3 Employee's requesting Funeral/Compassionate Leave should seek approval from the appropriate Head of Department/Permanent Secretary:
- (i) Three (3) working days leave 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/she may be granted up to seven (7) working days of paid leave.
- 14.4 Employees may be granted time off to attend the funeral of a relative/friend other than a close relative.

Article 15 - LEAVE FOR URGENT PRIVATE MATTERS

- 15.1 The employer agrees that seven (7) working days per annum leave of absence with pay may be granted to an Employee for the purpose of settling matters of an urgent and private nature. Such leave will be granted at the discretion of the Director of Corrections and shall not be deducted from the officers' annual leave entitlement.

Article 16 - INCOME TAX COUNSELLING

- 16.1 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 17 - DUTY ALLOWANCE

- 17.1 The Employer agrees to pay Duty Allowance of three hundred and fifty dollars (\$350.00) monthly to all ranks of officers, in lieu of overtime.

Article 18 - LAUNDRY ALLOWANCE

18.1 The Employer agrees to pay Laundry Allowance one hundred and twenty dollars (\$120.00) monthly to all ranks of officers.

Article 19 – EQUIPMENT AND CORRECTIONAL OFFICERS’ CLOTHING

19.1 The Employer agrees to provide full uniforms to its employees.

19.2 The Employer shall conduct quarterly kit inspections to ensure the proper maintenance and timely replacement of uniform.

19.3 For the purpose of this article, uniform shall be defined as but not limited to Shirts/Blouse, Dress, Tie, Trousers, Skirt, Shoe, Belt, Badge, Crest, Cap.

19.4 The Employer agrees to pay a monthly allowance of two hundred and twenty-five dollars (\$225.00) to cover the replacement of Shirt/Blouse, Dress, Trousers, Skirt and Shoe.

19.5 In the event that the employee misplaces or loses the Tie, Belt, Badge, Crest, and Cap, through the employees’ negligence, the employee shall be responsible for the replacement cost of the same.

Article 20 - RISK ALLOWANCE

20.1 The Employer recognizes that because of limited manpower and the nature of the job, employees are placed in great peril both on and off duty, and agrees to pay a Risk Allowance of seventy-five dollars (\$75.00) monthly.

Article 21 - NIGHT DUTY ALLOWANCE

21.1 The Employer agrees to pay a night duty allowance of fifty dollars (\$50.00) monthly to employees required to work between 1900hrs and 0700hrs.

Article 22 - OUTDOOR ALLOWANCE

22.1 The Employer agrees that persons in charge of outdoor gangs be paid an outdoor allowance of twenty dollars (\$20.00) per day if the time in which the gang is under their supervision is in the lunch hour. This twenty dollars (\$20.00) per day is not in lieu of, but in addition to the entitled meal allowance.

Article 23 - MEAL ALLOWANCE

23.1 Meal allowance shall be in paid in accordance with rates approved by Cabinet.

Article 24 – HONORARIUM

24.1 Honorarium shall be paid in accordance with Government’s Honorarium Policy.

Article 25 - HEALTH AND SAFETY

25.1 The Employer agrees to abide by the Labour Act, No. 37 of 2006.

25.2 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 this Committee.

25.3 The Committee referred to in 25.2 shall meet within three (3) months of the completion of negotiations in order to determine the category of employees and the criteria for the provision of protective clothing.

Article 26 - SALARY RATES

The salary rates for the period 1st April 2016 to 31st March 2019 are as follows:

1 st April 2016 to 31 st March 2017	-	tax free, one-time lump sum payment of \$1,800.00
1 st April 2017 to 31 st March 2018	-	1% (no retroactive pay)
1 st April 2018 to 31 st March 2019	-	1% (retroactive pay)

Article 27 - LIEU LEAVE

27.1 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 instance.

Article 28 - PERSONAL FILE

28.1 The Employer agrees that the employee must be allowed to exercise his/her right to peruse any report before it is placed in the Employee’s personal file.

28.2 The Employer agrees that employees shall have the right to object in writing or challenge any document placed in his/her personal file unknown to him/her.

28.3 The Employer agrees that the employee's personal file shall be maintained in accordance with the Staff Orders for the Public Service.

Article 29 - ACCIDENT AND DEATH COVERAGE

29.1 The employer agrees to institute a group Insurance Scheme to cover all employees for Injury, Accidental Death, Disability and Pension.

Article 30- REST ROOM/ KITCHENETTE

30.1 The Employer agrees that every effort will be made to provide and maintain adequate Rest Room and Kitchenette facilities.

Article 31 - JOB DESCRIPTION/CLASSIFICATION

31.1 The Employer agrees to provide a job description for all categories of Correctional Officers.

Article 32 - EDUCATIONAL ADVANCEMENT

32.1 The Employer agrees to give time off to attend classes and complete exams to employees enrolled in part time courses/programmers directly related to the duties of Correctional Services.

Article 33 - SPORTING AND CULTURAL ACTIVITIES

33.1 The Employer agrees to provide employees registered to a recognize sport or cultural club, time off on the receipt of a letter from the club to participate in sporting or cultural events.

Article 34 - EMPLOYEE ASSISTANCE PROGRAMME

34.1 The Employer agrees to set up an Employee Assistant Program to provide the necessary counseling for employees who suffer from Post-Traumatic Stress Syndrome due to encounters that they may have experienced during the performance of their duties. This program should also provide general counseling and other social services to assist officers in managing stress.

Article 35 - TRANSPORTATION

35.1 The Employer agrees to collaborate with the Association to ensure the provision of adequate scheduled transportation from established locations for employees to get to and from the Bordelais Correctional Facility.

Article 36 - APPOINTMENTS

36.1 The Employer agrees to make recommendations to fill vacancies from existing staff. In the event that these vacancies cannot be filled from existing staff, the Employer will make recommendations to fill these posts from outside.

Article 37 – DETACHMENT

37.1 The Employer agrees to award the President and Secretary one (1) day off monthly to attend to the business of the Association.

Article 38 – MEDICATION

38.1 The Employer agrees that controlled drugs shall only be distributed by personnel qualified by means of established course.

Article 39 – SEXUAL HARASSMENT

39.1 The Government of Saint Lucia in cooperation with the Association, will promote a work environment that is free from sexual harassment where all employees are treated with respect and dignity.

39.2 The Employer's position is that sexual harassment is a form of misconduct that undermines the integrity of the employment relationship. All Employees have the right to work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive, or disruptive, including sexual harassment. Anyone engaging in harassing conduct will be subject to disciplinary action.

39.3 Sexual harassment is defined as any unwanted physical, verbal or visual sexual advances, requests for sexual favours and other sexually oriented conduct which is offensive or objectionable to the recipient, including but not limited to: epithets, derogatory or suggestive comments, slurs or gestures and offensive posters, cartoon pictures, emails, telephone calls or drawings.

- 39.4 Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcomed, that is personally offensive, that debilitates morale and that, therefore, interferes with work effectiveness and for example includes, but not limited to, when:
- (a) Submission to such conduct is either an explicit or implicit term or condition of employment (e.g. promotion, training, etc.).
 - (b) Submission to or rejection of the conduct is used as a basis for making employment decisions (promotion, termination and transfers)
 - (c) The conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.
- 39.5 If the Employee feels that he/she has been the recipient of sexually harassing behavior, he/she may report it in writing, immediately to the Head of Department. The Employee can verbally or in writing follow up his/her complaint.
- 39.6 If the Head of Department is the source of the harassing conduct, the matter should be reported to the Permanent Secretary of the Ministry.
- 39.7 The Employee's identity will be protected and will not be subjected to retaliation for making a complaint.
- 39.8 Within the maximum of five (5) days after a written or verbal complaint is made, a person designated by the Head of Department, will investigate the complaint. The person will speak with possible witnesses and with the person named in the Employee's complaint. The Employee's anonymity will be protected to the extent possible. Depending on the complexity of the investigation, the Employee would be contacted within two (2) weeks about the status of the complaint and what action, if any, is being taken.

Article 40 – PUBLIC HOLIDAY

- 40.1 All officers below the rank of Deputy Director of Corrections shall be awarded thirteen (13) lieu days in accordance with all the Public Holidays observed in the State whether he/she is physically on duty or not.

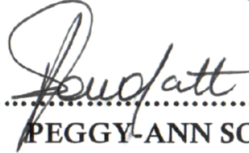
Article 41 - IMPLEMENTATION AND BENEFITS

- 41.1 The provisions of this agreement shall in no way affect any other benefits, which employees are entitled to and are enjoying and which are not covered by this agreement.

SIGNED ON BEHALF OF THE GOVERNMENT OF ST. LUCIA



.....
✓ VERN GILL
CHAIRMAN (GNT)



.....
PEGGY-ANN SOUDATT
MEMBER (GNT)

SIGNED ON BEHALF OF THE ST. LUCIA CORRECTIONAL SERVICES
WELFARE ASSOCIATION



.....
GAVIN TOUSSAINT
PRESIDENT



.....
SAMUEL ANTOINE
SECRETARY

WITNESSED BY:



DATED THIS: 20.....DAY OF August..... 2019