



# **COLLECTIVE AGREEMENT**

**BETWEEN**

## **THE GOVERNMENT OF SAINT LUCIA**



## **THE ST. LUCIA TEACHERS' UNION**

**April 01, 2016 ~ March 31, 2019**

**AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF ST. LUCIA**

(Hereinafter referred to as the Employer)

**AND**

**THE ST. LUCIA TEACHERS' UNION**

(Hereinafter referred to as the Union)

## **INDEX/ARTICLES**

**Article 1**  
**TITLE**

**Article 2**  
**PURPOSE**

**Article 3**  
**COMMON INTERESTS**

**Article 4**  
**UNION RECOGNITION**

**Article 5**  
**BARGAINING UNIT**

**Article 6**  
**UNION'S RIGHTS AND FUNCTIONS**

**Article 7**  
**EMPLOYER'S RIGHTS**

**Article 8**  
**EMPLOYEES' RIGHTS**

**Article 9**  
**FILLING OF VACANCIES**

**Article 10**  
**GRIEVANCE PROCEDURE**

**Article 11**  
**UNION MEMBERSHIP**

**Article 12**  
**AGENCY/SHOP FEE**

**Article 13**  
**CONSULTATION**

**Article 14**  
**VACATION LEAVE**

**Article 15**  
**LEAVE FOR TRADE UNION ACTIVITIES**

**Article 16**  
**FUNERAL/COMPASSIONATE LEAVE**

**Article 17**  
**MATERNITY LEAVE**

**Article 18**  
**PATERNITY LEAVE**

**Article 19**  
**ADOPTION LEAVE**

**Article 20**  
**SICK LEAVE**

**Article 21**  
**STUDY LEAVE**

**Article 22**  
**LEAVE OF ABSENCE**

**Article 23**  
**SABBATICAL LEAVE**

**Article 24**  
**SPECIAL LEAVE**

**Article 25**  
**DRINKING WATER AND TOILET FACILITY**

**Article 26**  
**HEALTH, SAFETY AND SECURITY**

**Article 27**  
**INSURANCE COVERAGE**

**Article 28**  
**TRANSFER ON MEDICAL GROUNDS**

**Article 29**  
**PERSONAL FILES**

**Article 30**  
**TRAINING**

**Article 31**  
**ALLOWANCES**

**Article 32**  
**TEACHER'S MATERIAL ALLOWANCE**

**Article 33**  
**STAFFING**

**Article 34**  
**CAREER PATHWAY**

**Article 35**  
**ACTING APPOINTMENTS**

**Article 36**  
**SECRETARIAL SERVICES**

**Article 37**  
**RETIREMENT**

**Article 38**  
**JOB DESCRIPTION/CLASSIFICATION**

**Article 39**  
**TECHNICAL INFORMATION**

**Article 40**  
**BARGAINING RELATIONS**

**Article 41**  
**ILO CONVENTIONS**

**Article 42**  
**WORKING CONDITIONS**

**Article 43**  
**SALARIES**

**Article 44**  
**EMPLOYEE ASSISTANCE PROGRAM**

**Article 45**  
**PERIOD OF AGREEMENT**

**Article 46**  
**RENEWAL, AMENDMENT AND TERMINATION OF THIS AGREEMENT**

**Article 47**  
**FRINGE BENEFITS FOR TEACHER ASSIGNED**

**Article 48**  
**REIMBURSEMENT OF TRAVEL EXPENSES**

**Article 49**  
**TELEPHONE ALLOWANCE**

**Article 50**  
**CONTRIBUTION TO THE SLTU'S HEALTH AND WELLNESS PROGRAM**

**Article 51**  
**CONTRIBUTION TO THE SLTU'S EDUCATION FUND**

**Article 52**  
**DUES AND AGENCY FEE**

## **Article 1 - TITLE**

This Agreement entered into this first day of April, 2016 between the Government of Saint Lucia, hereinafter called the “Employer”, and the Saint Lucia Teachers’ Union, hereinafter called the “Union”, for and on behalf of those employees in education employed with the Government in the Teaching Service.

## **Article 2 - PURPOSE**

This Agreement has been entered into for the following purposes: -

1. To maintain orderly collective bargaining relations between the Employer and the Union.
2. To promote the mutual interests of the Employer and its employees.
3. To achieve the highest level of employee performance consistent with good health and safety.
4. To establish salaries, wages and conditions of employment consistent with the salaries, wages and conditions of work in the area of positions of comparable duties and responsibilities.
5. To provide for the establishment of procedures for the expeditious settlement of grievances binding the Employer and the Union, thus ensuring that work shall proceed without interruption, pending the investigation and/or settlement of grievances and disputes.

## **Article 3 - COMMON INTERESTS**

The Employer and the Union, recognising their common interest in the preservation of stability in the operation of the Education Sector, declare both jointly and severally that the efforts of both parties will be directed primarily to compliance with the provisions of this Agreement at all times and in all aspects, and to use their best endeavour towards the promotion of such stability in the interest of the Education Sector, for the security of the jobs of the employees in education and for the maintenance of goodwill between the Employer and its employees.

#### **Article 4 – UNION RECOGNITION**

The Employer recognises the St. Lucia Teachers' Union as the sole collective bargaining representative for the employees covered by this Agreement.

#### **Article 5 – BARGAINING UNIT**

The bargaining unit shall comprise all Teachers, Vice Principals, Principals and professional staff employed in the Teaching Service by the Teaching Service Commission.

#### **Article 6 – UNION'S RIGHTS AND FUNCTIONS**

1. Within the limits of this Agreement and/or local legislation the Union shall have the right to exercise the functions of a Trade Union.
2. The Employer agrees to afford all reasonable assistance to the Union to enable it to carry out its legitimate functions.
3. The Union shall keep the Employer informed of the names of its Officials and Shop Stewards representing the employees. All Shop Stewards will themselves be members of the Union; not more than two (2) shall be appointed to any one school provided that no more than one (1) Shop Steward shall be appointed in any school with fewer than ten (10) employees.
4. The Employer agrees that "time off" from duty shall be granted by the Permanent Secretary to the Union's officials (executive officials, branch officers and Shop Stewards) to attend to matters directly affecting the Union's members. To facilitate this, the Permanent Secretary may delegate this authority to Principals and/or District Education Officers.
5. The Employer grants the Union officials admittance to any school or department during normal working hours to investigate specific complaints from employees, and/or for consultation with members provided that a mutually acceptable time is arranged with the Head of the School.
6. The Head of the School shall co-operate with the Union in its undertakings, but the Employer reserves the right to appoint a representative(s) to be in attendance during the visit.



7. The Employer agrees that notice of the suspension or dismissal of an employee for a cause shall be given in writing and copied to the Union.

#### **Article 7 – EMPLOYER’S RIGHTS**

1. The Union recognises that it is the right of the Employer to exercise the regular and customary functions of management to direct the workforce to ensure that the purpose(s) of their employment are fulfilled expeditiously, effectively and efficiently.
2. The Employer agrees to copy to the Union all circulars to Ministries, Schools, and Departments affecting the employees. Likewise, the Union agrees to copy to the Employer all circulars to its membership affecting the Employer.
3. These rights shall be construed within the limits of the Constitution, the Laws of the State and this Collective Agreement.

#### **Article 8 – EMPLOYEES’ RIGHTS**

1. The Employer agrees that the employee will enjoy equitable safeguards at each stage of any disciplinary procedure, and in particular:
  - (a) The right to be informed in writing of allegations and the grounds for them and copied to the Union provided the employee is a member of the Union.
  - (b) The right to full access to the evidence in the case.
  - (c) The right to defend himself/herself and to be defended by a representative of his/her choice.
  - (d) Adequate time being given to the employee for the preparation of his/her defence.
  - (e) The right to be informed in writing of decisions reached and the reasons for them.
  - (f) The right to appeal to clearly designated, competent authorities or bodies.
2. The Employer agrees to provide every employee with a letter of appointment.
3. The Employer shall provide a definition of the work of employees; this work shall be set out in job descriptions.

4. The Employer agrees that every employee covered by this Agreement shall have the right to be a member of the St. Lucia Teachers Union and to participate in the lawful activities of the Union.
5. The Employer agrees that no employee covered by this Agreement shall be discriminated against in accordance with the provisions of Part 5, Labour Act, Chapter 16.04.
6. The Employer agrees to assist the Teachers' Union in providing services for the employees covered by this Agreement.

#### **Article 9 – FILLING OF VACANCIES**

1. The Employer, in making recommendations to the Teaching Service Commission for the promotions and appointment of staff, shall give priority to persons within the Teaching Service.
2. All new senior and supervisory appointments shall be published in the Gazette.
3. The Employer agrees to recommend to the Teaching Service Commission the permanent appointment of a teacher one year after obtaining the necessary pedagogical qualification provided that he/she has met the prescribed requirements in performance and that a vacancy exists at the school.

#### **Article 10 – GRIEVANCE PROCEDURE**

1. This Article provides the procedure for dealing with requests, complaints and differences as they may arise from time-to-time in the work place.
2. Any grievance as defined herein, initiated by an employee or group of employees, shall be handled in accordance with this grievance procedure.
3. A grievance is defined as a claim or dispute with the Employer by an employee or employees, involving alleged violation by the Employer of the terms of this Agreement and Terms of Employment. When any grievance arises, there shall be no interruption of work or other violation of this Agreement of any kind on account thereof, but the same shall be settled as promptly as possible in the following manner:
  - (a) The request, complaint or difference shall first be discussed by the employee or employees concerned, with their principals, within forty-eight (48) hours.

- (b) After the procedure laid down in section 3(a) of this Article has been carried out, and if no satisfactory settlement has been arrived at, the representative of the Union shall discuss the matter with the principals within forty-eight (48) hours.
  - (c) After the procedure laid down in section 3(b) of this Article has been carried out, and if no satisfactory settlement has been arrived at, the representative of the Union shall discuss the matter with the Department Head of the Ministry within forty-eight (48) hours.
  - (d) After the procedure laid down in section 3(c) of this Article has been carried out, and if no satisfactory settlement has been arrived at, the representative of the Union shall discuss the matter with the Permanent Secretary within forty-eight (48) hours.
  - (e) After the procedure laid down in section 3(d) of this Article has been carried out, and if no satisfactory settlement has been arrived at, the Union shall be received by representatives of the Ministry within four (4) days. They shall meet with a view to reaching a mutually acceptable settlement.
  - (f) If no settlement of the grievance(s) is/are reached at the meeting held under section 3(e) of this Article, either party may refer the matter(s) to the Labour Commissioner for conciliation.
  - (g) If no settlement of the grievance(s) is/are reached at the meeting held under Section 3(f) of this Article, either party may refer the matter(s) to the Minister for Labour for mediation.
4. Nothing in the foregoing shall be construed to prevent the Employer from presenting to the Union any grievance for disposition through the appropriate steps of the grievance procedure.
5. In no case will the employees covered by this Agreement withhold their labour or strike, indulge in go-slow, a demonstration, or organised disturbance unless the grievance procedures outlined above have been exhausted to the fullest without settlement. In like manner, the Employer shall not enforce any lockouts on its Employees until the above procedures have been exhausted without settlement.

## **Article 11 – UNION MEMBERSHIP**

1. All employees are eligible to become and remain members in good standing of the Union.
2. The Employer and the Union agree to acquaint new Employees with the terms and conditions of the Collective Agreement.
3. Deductions shall cease to be made when the authorisation is cancelled in writing by the individual employee concerned and copied to the Secretary of the Union. Such cancellation shall not take effect until the expiration of fifteen (15) days thereafter.

## **Article 12 – AGENCY/ SHOP FEE**

The Employer shall deduct from the salary of each employee covered by this Agreement and who shall have filed with the Employer their written individual consent for the said purpose the monthly dues levied by the Union on each employee who is a member of the Union.

## **Article 13 – CONSULTATION**

1. In order to maintain and further the harmonious relationship between the Employer and employees, there shall be regular dialogue/ meetings between the Union and the Ministry of Education officials to whom this Agreement directly relates, on matters pertaining to redundancies, changes in working conditions, hours of work, staffing and restructuring etc. and other matters affecting the Teaching Service.
2. The Employer agrees that any changes to the school year or the school day should be done in consultation with the Union.

## **Article 14 – VACATION LEAVE**

### **1 General**

For all intent and purposes all permanent teachers will be deemed to take vacation leave during school holidays between the second week in July and the ending of the third week in August, and during Christmas and Easter School breaks. Notwithstanding the foregoing all teachers will make themselves available for the following:

- (i) School preparation exercises one (1) week prior to the commencement of the new school year.
- (ii) Participation in planned in-service professional development exercises two (2) weeks after the closure of school and one week during the Easter break.

## 2 **Vacation for Principals and Counsellors**

- (a) Recognising that notwithstanding the set vacation period outlined for teachers, Principals and Counsellors are required to work during the vacation period in preparation for the reopening of school.
- (b) Recognising that the nature of counselling may require a Counsellor to render service at an unscheduled working time.

The Employer agrees to compensate Principals and Counsellors for lost vacation time by granting them vacation with full pay amounting to seven (7) working days upon request. This leave must be taken during the academic year and must not pose any disruption to the operations of the School/District. The Principal or Counsellor applying for that leave shall not be required to provide justification and the leave once granted shall not adversely affect the employee's entitlement to any other leave under this Agreement. This article must not be interpreted to allow the Employer to schedule principals or counsellors to work outside of the stipulation in Section 1, Article 14 of this collective agreement.

## **Article 15 – LEAVE FOR TRADE UNION ACTIVITIES**

- 1. The Employer will grant "time off" with pay to the employee who is required to participate in any Trade Union education activity such as Seminars, Conferences, Courses, etc. provided there is no major disruption of the operations of the School or Department.
- 2. In every case, the Union will give the Employer adequate and reasonable notice that the employee has been selected by the Union for participation in such activity.

## **Article 16 – FUNERAL/COMPASSIONATE LEAVE**

- 1. The Employer agrees to grant employees funeral/compassionate leave with paid time off to attend the funeral and for travel and bereavement time, upon the death of an employee's immediate family or close relative.

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.
3. Employees 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.
4. Employees may be granted time off to attend the funeral of a relative/friend other than a close relative.

#### **Article 17 – MATERNITY LEAVE**

1. Female employees in education shall be entitled to a period of maternity leave of thirteen (13) weeks with full pay as follows:
  - (a) An application for maternity leave must be accompanied by a medical certificate from a registered medical practitioner and shall be submitted no later than four (4) weeks before and not earlier than six (6) weeks before the presumed week of confinement.
  - (b) Salary payment during Maternity Leave shall be consistent with the NIC provisions for those persons who contribute to the NIC.

#### **Article 18 – PATERNITY LEAVE**

1. Paternity leave grants eligible employees up to five (5) working days of paid leave following the birth of his child.
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.

#### **Article 19 – ADOPTION LEAVE**

1. Employees applying for adoption leave must notify their Employer of their intention to adopt a child in no less than fourteen (14) days after the employee has applied for an intent to adopt or a court order from the Department of Human Services or an authorised agency.
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 Saint Lucia 2005.
3. Adoption leave shall be in addition to vacation leave.

#### **Article 20 – SICK LEAVE**

1. The Employer will provide sick leave with pay to each employee including the first two (2) days' uncertified sick leave.
2. In order to be eligible for sick leave with pay, the employee must notify his/her Principal as soon as possible that he/she will not be attending work. If for any other reason this is not practicable, the employee must notify the Principal as soon as possible thereafter, and within the hours for which the employee is scheduled to report for work.

3. Sick absences of two (2) days or less need not be supported by a medical certificate from a registered medical practitioner.
4. Where sickness extends beyond two (2) days, the employee must produce a certificate from a registered medical practitioner on the third day. At the expiration of the sick leave granted by the doctor, should the worker be unable to resume his or her duties, a further doctor's certificate, signed by the same medical practitioner, must be sent no later than the date on which the previous certificate expired.

#### **Article 21 – STUDY LEAVE**

1. Employees with less than five (5) years of service are not eligible for study leave with pay. An employee may qualify for study leave without pay after serving for three (3) years.
2. Employees with five to ten years of service shall be eligible to receive study leave with full salary for the first year and 60% salary for the remainder of the course.
3. Employees with over ten (10) years of service shall be eligible to receive study leave with full salary for the first year and 3/4 (75%) salary for the remainder of the course.
4. Employees are required to report for duties in the Ministry/Department to which they are appointed or where otherwise assigned by the Permanent Secretary, Education for a minimum period of two (2) months during the summer vacation for which officers will be remunerated.
5. Where employees must remain overseas or are for other justifiable reasons unable to report for duty prior permission must be sought in writing from the Permanent Secretary, Education in sufficient time to allow such permission to be granted before commencement of the summer vacation period.
6. Where employees fail to report for duty without having received prior permission, they will be deemed to be for the two (2) month period stipulated on study leave without pay. The following measures will therefore apply:
  - (a) The deduction of the appropriate number of working days leave entitlement of the Employee.
  - (b) Upon the resumption of duties by the employee upon completion of training, the deduction of the equivalent of two (2) months' salary in twelve (12) monthly instalments.



- (c) A combination of both (a) and (b).
7. An employee on study leave will be paid one (1) month of the vacation and payment for the remainder would depend on whether the employee reports to work or not.
  8. Teachers who undertake training which equip them with skills and knowledge that facilitate increased productivity and performance in the execution of their duties will receive at least 50% reimbursement of tuition fees upon successful completion of training in accordance with the tuition refund policy of Government.

#### **Article 22 – LEAVE OF ABSENCE**

1. Leave of absence, without pay, requested by an Employee for personal reasons may be granted by the Employer in its sole and exclusive judgement in accordance with existing regulations, and no such leave of absence granted in any one case shall constitute a precedent binding upon the Employer in any other case.
2. Applications for leave of absence without pay shall be in writing and shall set forth the specific reasons for and the exact length of leave requested.

#### **Article 23 – SABBATICAL LEAVE**

1. Teachers who are citizens and who have been on permanent appointment for a minimum of 10 years consecutively in the first instance shall be eligible for sabbatical.
2. Thereafter, such teachers become eligible for sabbatical leave after every seven (7) years, provided that a teacher goes on sabbatical leave no more than three (3) times.
3. Sabbatical leave will be granted to no more than six (6) teachers per school year.
4. Teachers who are awarded sabbatical leave would be required to give post sabbatical leave service in accordance with the Study leave Policy Schedule.
5. Sabbatical leave will be awarded for one (1) school term duration per candidate approved.
6. Only teachers of consistently above average performance will be considered for sabbatical leave.

7. In the selection process, priority will be given to long serving teachers.
8. Sabbatical leave will be awarded for training, professional development, research and any other reason deemed appropriate by the body approving the award of sabbatical.
9. Teachers who are awarded a sabbatical will submit a report to the Ministry of Education at the end of the period of the sabbatical.
10. The award of sabbaticals will be the responsibility of a committee comprising representatives of the Ministry of Education and the St. Lucia Teachers' Union.
11. The Sabbatical Committee will continuously review the sabbatical leave provision on the basis of action research.
12. The sabbatical leave provision shall become effective from the date the Agreement is signed.

#### **Article 24 – SPECIAL LEAVE**

1. Special leave with full pay not exceeding five (5) working days per school year shall be granted for urgent and private affairs.
2. Special leave with full pay shall be granted to attend meetings that are approved by the Ministry of Education.
3. Other special leave may be granted at the discretion of the Ministry of Education.
4. Special leave with full pay shall be granted to Teachers, Principals, Vice Principals and school Guidance Counsellors upon presentation of a medical certificate as a result of the medical condition of their child who is below the age of fifteen (15). Such leave shall be granted up to a maximum period of twenty-five (25) working days per academic year.

#### **Article 25 – DRINKING WATER AND TOILET FACILITY**

1. The Employer agrees to institute measures consistent with the Labour Act of Saint Lucia, No.37 of 2006.

## **Article 26 – HEALTH, SAFETY AND SECURITY**

1. The Employer agrees to provide for the health, safety and security of employees covered by this agreement in accordance with the provisions in the Labour Act of Saint Lucia, No.37 of 2006, and the Disaster Management Act.
2. The Employer agrees to remedy within reasonable time any workplace condition that does not meet the standards set in the above mentioned acts or that has been declared hazardous to the health, safety and security of the teacher by qualified personnel.
3. The Employer agrees to adopt an appropriate Code of Practice on HIV/AIDS to include policy guidelines for the Teaching Service.

## **Article 27 – INSURANCE COVERAGE**

1. The Employer agrees to adequately compensate employees who receive injury or illness as a direct result of performing their duty. Such compensation shall include among other things, payment for all medical bills and other costs incurred as a result of the injury or accident.
2. The Employer agrees to provide Insurance Coverage for all employees to protect the employee against the consequences of injuries suffered from students not only during teaching at school but also when engaged in school activities away from the schools premises or grounds.

## **Article 28 – TRANSFER ON MEDICAL GROUNDS**

1. An employee who is required to seek a change in his/her working condition/environment upon a recommendation by a Medical Practitioner shall be given due consideration by the Employer for suitable transfer to another school or department of the Teaching or Public Service, provided that such transfer is supported by a recommendation of a Medical Board.
2. Where a transfer has been effected in accordance with Article 28.1, the employee who is transferred shall enjoy such rights and privileges and is also entitled to promotion as provided for in the new post, provided they meet the benchmark qualifications for such post.

### **Article 29 – PERSONAL FILES**

1. The Employer agrees that the employee must be allowed to exercise his/her right to peruse any document before it is placed in the employee's personal file.
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.
3. The employer agrees that in no circumstance will the employee be given less than two (2) working days to review and return the final appraisal document.
4. Appraisals shall be discussed with the employee concerned and he/she shall have an opportunity to comment before it is submitted to the District Education Officer. When any comment is made on the document by the District Education Officer, the document shall be returned to the appraisee for comments.

### **Article 30 – TRAINING**

1. The Employer will endeavour to provide adequate training and retraining opportunities to each employee for the performance of his or her duties and responsibilities.
2. The Employer agrees to implement programmes to train teachers in methods of conflict resolution at least one (1) teacher per school year.
3. The Employer will make every effort to provide Internet access to all schools.

### **Article 31 - ALLOWANCES**

1. Where an employee is transferred (other than at his own volition or for disciplinary reasons) to a School or Department which is remote from his normal place of residence and which entails significant travel costs, a special travel allowance shall be granted to such employee.
2. The Employer agrees that when an appointment on transfer results in the setting up of a new place of residence, Government's Relocation Policy shall apply.
3. The Employer agrees to pay casual mileage to the Principal or designated teacher, on certification by the Chief Education Officer, in accordance with existing regulations.

4. In the event that a teacher is called upon to perform duties by the principal during the luncheon interval, provision shall be made for the teacher to have the requisite time for lunch. The lunch hour will be staggered to allow for supervision.
5. When an employee is required to remain on duty for at least three (3) hours beyond the time that he was scheduled to, he shall be entitled to receive a meal allowance in relation to the following events: national rallies, sporting events and other activities approved by the Chief Education Officer. A minimum of fifteen (15) minutes break will be permitted at the start of such additional duty.
6. Employees who are required to work away from their base outside their education districts and who because of the nature of work assigned to them are unable to return to their schools for their midday meal, shall be paid a meal allowance in accordance with prevailing rates, where no alternative provisions are made by the Employer.

#### **Article 32 – TEACHER’S MATERIAL ALLOWANCE**

1. The Employer agrees to pay a Teacher’s Material Allowance of eight hundred dollars (\$800.00) annually to all Teachers, Principals, Vice Principals, school Guidance Counsellors and Curriculum Officers. Such allowance shall be paid in the month of September.

#### **Article 33 – STAFFING**

1. Allocation of staff for Schools shall be based on the number of pupils enrolled.
2. Because class size should be such as to permit the teacher to give the pupils individual attention, the Employer agrees that as far as possible the ratio for the allocation of staff should be as follows:
  - (a) One teacher to twenty-five (25) pupils in Kindergarten to Grade 2 schools.
  - (b) One teacher for thirty (30) pupils in Grades 3 to 8.
  - (c) One teacher for every (20) pupils in secondary schools.
  - (d) The Employer agrees to provide Specialist Teachers based on the availability of resources, needs of the school and curricula innovations. The Employer will also try to ensure that Specialist Teachers do not form part of the teacher/pupil ratio.

3. The Employer agrees to provide Specialist Teachers to cater for the overall development of the pupils. These will include Music, Physical Education, Arts and Craft, Home Economics, Agriculture, Industrial Arts and Special Education and other areas as deemed necessary.
4. Where it is necessary for a school to have additional teachers to do remedial work, this may be granted after consultation between the Principal and the Ministry of Education.
5. With a view to enabling teachers to concentrate on their professional tasks, the Employer agrees to provide all schools with ancillary staff to perform non-teaching duties.
6. The Employer will make every effort to provide all schools with the necessary equipment, supplies and personnel at least two (2) weeks before the commencement of each school year to prevent delays, stress and frustration upon the commencement of school.
7. The Employer agrees to put mechanisms in place to review the existing classification plan within six (6) months of the signing of the Agreement, to create a more structured path for senior teachers.
  - (a) For the purpose of this Agreement a senior teacher shall be a permanent teacher for at least ten (10) years with consistently good performance.
  - (b) A Senior Teacher shall be placed at the highest step in his/her grade.
  - (c) Senior teachers in secondary schools will be allowed to hold administrative positions such as Dean of Discipline, Head of Department or Teacher in charge, for short periods, when both Principal and Deputy/Vice Principal are absent.
8. In every school there shall be appointed a Deputy/Vice Principal responsible for some assigned day-to-day duties and responsibilities of administration and supervision of the school where enrolment exceeds 500.
9. The Employer agrees that where multi-grade teaching is deemed necessary, no teacher will be assigned more than two (2) grades totalling no more than twenty-five (25) students. All teachers who are expected to teach multiple grades must be provided with prior training in the area of multi-grade teaching.

**Article 34 - CAREER PATHWAY**

The Employer agrees to develop a programme for the phased implementation of 'Teacher Career Ladders' that would provide specialist teachers greater mobility through the Service, based on professional standards. The Employer further agrees to collaborate with the St. Lucia Teachers' Union and to commence the process by July 2013.

**Article 35 – ACTING APPOINTMENTS**

Acting appointments will be in accordance with the Staff Orders for the Public Service.

**Article 36 – SECRETARIAL SERVICES**

The Employer agrees to provide all public schools with a secretary and office services necessary to assist the school in carrying out assigned duties.

**Article 37 - RETIREMENT**

The Employer shall grant retirement benefits in accordance with existing legislation.

**Article 38 – JOB DESCRIPTION/CLASSIFICATION**

The Employer agrees to provide job descriptions to all categories of employees upon first appointment to the post.

**Article 39 – TECHNICAL INFORMATION**

The Employer shall provide the Union on request, available information required by the Union such as Job Description, Seniority List, Job Classification, Salary Rates, criteria for job evaluation, financial and actual information pertaining to pension and welfare plans.

**Article 40 – BARGAINING RELATIONS**

The Union shall have the right at any time to have the assistance of Representatives of any recognised Trade Union - National, Regional or International - when dealing or negotiating with the Employer. (Such representatives may be permitted to visit the Employer's premises in order to investigate and assist in the settlement of a grievance).

**Article 41 - ILO CONVENTIONS**

The Employer agrees to adhere to all ILO Conventions signed by the Government of St. Lucia.

#### **Article 42 - WORKING CONDITIONS**

1. The Employer will endeavour to provide twenty-four hour security for all educational facilities.
2. The Employer agrees to ensure that all security personnel are thoroughly screened and fit to perform the required duties. As such, security officers should undergo training which will equip them with skills to adequately secure the institution and to maintain a reasonable and respectful relationship with students and staff.

#### **Article 43 - SALARIES**

1. The salary rates for the period 1<sup>st</sup> April, 2016 to 31<sup>st</sup> March, 2019 are as follows:

1 <sup>st</sup> April 2016 - 31 <sup>st</sup> March 2017	- tax free, one-time lump sum payment of \$1,800.00
1 <sup>st</sup> April 2017 - 31 <sup>st</sup> March 2018	- 1% (no retroactive pay)
1 <sup>st</sup> April 2018 - 31 <sup>st</sup> March 2019	- 1% (retroactive pay)
2. Since incentives are essential ingredients of sound industrial relations practice, nothing in this Agreement will preclude the Employer from granting cash or other awards or incentives to employees, as recognition and appreciation of performance above and beyond the normal requirements of their position.
3. The Employer reserves the right to grant an increase in pay to any employee who has been given increased responsibilities, even though such responsibilities do not warrant an immediate change in the classification title of the employee.
4. Increments to employees will be paid on the basis of qualifications, experience, responsibility and performance on the job.

#### **Article 44 – EMPLOYEE ASSISTANCE PROGRAM**

The Employer in consultation with the Union will endeavour to develop a program to make available to all employees covered under this Agreement, general counselling support as far as possible.



#### **Article 45 – PERIOD OF AGREEMENT**

This Agreement shall take effect from the 1<sup>st</sup> April, 2016 unless revised by mutual consent and shall continue in force until 31<sup>st</sup> March, 2019.

#### **Article 46 – RENEWAL, AMENDMENT AND TERMINATION OF THIS AGREEMENT**

1. In the event of either party wishing to renew, terminate or amend this Agreement, three (3) months' notice, in writing, shall be given by either party.
2. Where such notice relates to the amendment of this Agreement, the proposed amendment(s) shall be attached to the notice, but such amendment, if agreed upon, shall not become effective before the expiry of three months' notice.
3. Where the notice seeks to alter, amend or modify this Agreement, full details of the proposals must be attached to the notice.
4. Any such proposals, even if subsequently adopted, shall not become operative until expiry of three (3) months' notice or a date to be negotiated, taking all circumstances into consideration.
5. On receipt of notice for revision, there shall be a joint meeting between the Employer and the Union within twenty-one (21) days, or such period as may be mutually agreed. Failing settlement, either party may refer the matter in dispute to the Labour Commissioner for conciliation.

#### **Article 47 – FRINGE BENEFITS FOR TEACHER ASSIGNED**

The Employer agrees that where an employee is assigned by the employer to perform the duties of a position (Teacher Assigned), that employee shall be entitled to all fringe benefits associated with the performance of that responsibility.

#### **Article 48 – REIMBURSEMENT OF TRAVEL EXPENSES**

The Employer agrees to reimburse every employee covered under this agreement the cost of travel to and from workshops and seminars organized by the Employer or its agents. In lieu of reimbursement, the Employer shall make adequate travel arrangements to accommodate the employee.

**Article 49 – TELEPHONE ALLOWANCE**

The Employer agrees to pay sixty dollars (\$60.00) monthly to Principals and Counsellors to compensate for the use of their phones in the execution of their duties.

**Article 50 – CONTRIBUTION TO THE SLTU’S HEALTH AND WELLNESS PROGRAM**

The Employer agrees to contribute a sum of sixty thousand (\$60,000.00) annually as a contribution to the SLTU’s Medical Plan.

**Article 51 – CONTRIBUTION TO THE SLTU’S EDUCATION FUND**

The Employer agrees to pay the sum of sixty thousand dollars (\$60,000.00) annually as contribution to the Union’s membership professional development.

**Article 52 – DUES AND AGENCY FEE**

The Employer agrees to engage the SLTU on matters relating to Agency Fee.

SIGNED ON BEHALF OF THE GOVERNMENT OF ST. LUCIA

*M*

.....  
*V* VERN GILL  
CHAIRMAN (GNT)

.....  
*P. Soudatt*

PEGGY ANN SOUDATT  
MEMBER (GNT)

SIGNED ON BEHALF OF THE ST. LUCIA TEACHERS' UNION

.....  
*J. Monrose*  
JULIAN MONROSE  
PRESIDENT

.....  
*Peter*

CHANTAL PETER of Saint Lucia  
DEPARTMENT OF LABOUR  
GENERAL SECRETARY

AUG 20 2019

WITNESSED BY: .....

*Labour Commissioner*  
LABOUR COMMISSIONER

DATED THIS: *20<sup>th</sup>* ..... DAY OF *August* ..... 2019