



COLLECTIVE AGREEMENT
BETWEEN
THE GOVERNMENT OF SAINT LUCIA
AND
THE ST. LUCIA PRISON
SERVICE ASSOCIATION
FOR THE PERIOD
APRIL 01, 2007
TO
MARCH 31, 2010



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AGREEMENT

BETWEEN

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



AND

THE ST. LUCIA PRISON SERVICE ASSOCIATION
(Hereinafter referred to as the Association)

PREAMBLE

1. INTENT AND PURPOSE OF AGREEMENT

It is the intent and purpose of the Employer and the Association to set forth herein the agreed provisions covering salaries, hours of work and other working conditions, in order to promote and maintain mutually satisfactory relations between both parties and to achieve the highest level of worker performance and morale consistent with the good and optimum productivity of the St. Lucia Correctional Services in accordance with the Correctional Services 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.

2. BARGAINING UNIT

Assistant Directors	-	Grade 17
Unit Managers	-	Grade 14
Correctional Officers I	-	Grade 5
Correctional Officers II	-	Grade 7
Correctional Officers III	-	Grade 9

3. PERIOD OF AGREEMENT

This Agreement shall take effect from 1st April, 2007 to 31st March, 2010 unless revised by mutual consent, and shall continue in force until renegotiated.

In the event of either party desiring to revise this 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 circumstances become effective until the expiry date of the
aforementioned three (3) months notice or until the day after this
Agreement is terminated if a revised Agreement is negotiated before the
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.

4. 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,
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 Nothing in this Agreement shall be construed to preclude the Employer
from giving priority to Saint Lucians in the employment of workers.

Article 2 EFFICIENCY AND PRODUCTIVITY

- 2.1 The parties hereby agree to cooperate fully in an endeavor to achieve the
following objectives in the Correctional Service.
 - (d) 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 corrective measures taken to achieve the aforesaid objectives.

Article 3 ASSOCIATION MEMBERSHIP

- 3.1 All Employees are eligible to become and remain members in good standing of the Association.
- 3.2 The Employer agrees to acquaint new Employees with the terms and conditions of the Collective Agreement.
- 3.3 The Employer shall deduct from the salary of every Employee who is a member of the Association, on his written authorization, any dues stipulated by the Association.
- 3.4 Deductions shall cease to be made when the authorization is cancelled in writing by the individual employee concerned and copied 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 local laws, 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 time off duty may be granted by the Permanent Secretary or Heads of Department for Association Committee Members or Officials to attend to matters directly affecting Association members, but providing that reasonable notice is given and that the Employer's business is not adversely affected. The Employer agrees to allow the above named officials of the Association admittance to any section of the Department or Branch during working hours to investigate specific complaints from employees provided that a mutually acceptable time is arranged with the Permanent Secretary or Head of Department.



Article 5 EMPLOYER 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 affecting the professional conduct of Employees.
- 5.2 These rights shall be construed within the limits of the Constitution, the Laws of the State and the Collective Agreement.

Article 6 CONSULTATION AND DEMOCRATIZATION

In order to maintain and further the harmonious relationship between the Employer and the Employees there will be regular dialogue between the Association and the Ministry of Public Service and Management 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 Bordelais Correctional Facility.

Article 7 TECHNICAL INFORMATION

The Employer shall provide the Association on request 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 President or General Secretary acting on behalf of the Association."
- 8.2 The Association shall have the right at any time to have the assistance of representatives of any recognized National Trade Union, when dealing or negotiating with the Employer.

Article 9 TRAINING

The Employer and Association agree that in-service, 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.



Article 10 VACATION LEAVE

All annual Vacation Leave shall be in accordance with Staff Orders.

Article 11 SICK LEAVE

Sick Leave shall be in accordance with Staff Orders.

Article 12 MATERNITY LEAVE

Maternity Leave shall be in accordance with Staff Orders.

Article 13 PATERNITY LEAVE

13.1 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.

13.2 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.

13.3 Male employees requesting Paternity Leave should seek approval from the appropriate Head of Department/Permanent Secretary

13.4 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.

13.5 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.

13.6 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 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, Children, Grandparents, Grandchildren, adopted, foster or legal wards and members of the employee's household.
- 14.3 Employees requesting Funeral/Compassionate Leave should seek approval from the appropriate Head of Department/Permanent Secretary.
- 14.4 (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/she may be granted up to seven (7) days of paid leave.
- 14.5 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

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

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 RELOCATION

Government's Relocation Policy is applicable.

Article 18 DUTY ALLOWANCE IN LIEU OF OVERTIME

- 18.1 The Employer agrees to pay the following Duty Allowance in lieu of Overtime to:
- (a) all ranks of officers - \$250.00monthly



*Article 19 **LAUNDRY ALLOWANCE**

Laundry Allowance shall be paid to all ranks at a rate of eighty five dollars (\$85.00) per month.

Article 20 **UNIFORM ALLOWANCE**

- * 20.1 The Employer agrees to provide a monthly Allowance of one hundred and fifteen (\$115.00) to cover the replacement of uniforms and shoes.
- 20.2 The Employer shall conduct quarterly kit inspections to ensure the proper maintenance and timely replacement of uniforms.

Article 21 **HONORARIA**

Honoraria shall be in accordance with Government's Honorarium Policy.

Article 22 **OUTDOOR ALLOWANCE**

The Employer agrees that those persons in charge of outdoor gangs be paid twenty dollars (\$20.00) per day if the time in which the gang is under their supervision is in the lunch hour.

Article 23 **MEAL ALLOWANCE**

Meal Allowance shall be in accordance with Government's Policy.

Article 24 **PROTECTIVE CLOTHING AND EQUIPMENT**

- 24.1 The Employer agrees to provide clothing and equipment to Employees who by the nature of their job, requires protective clothing and equipment to prevent injury while on the job.
- * 24.2 It is further agreed that a Committee shall be established to determine the category of worker and criteria for the provision of such protective clothing. The Employer agrees that the Association shall be represented on this Committee.
- * 24.3 The Committee referred to in 24.2 shall meet within three (3) month of the completion of negotiations to determine the category of employees and the criteria for the provision of protective clothing.

Article 25 SALARY RATES

The rates of salary increases for the period 1st April 2007 to 31st March 2010 are as follows:

- 1st April 2007 – 31st March 2008 - 3%
- 1st April 2008 – 31st March 2009 - 4%
- 1st April 2009 – 31st March 2010 - 7.5%



Article 26 LIEU LEAVE

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.

Article 27 PERSONAL FILE

- 27.1 Any adverse report which is placed in the employee's personal file, he/she shall have the right to read such a report.
- 27.2 Employees shall have the right to object to any clause which he/she thinks is unfair to him/her.

Article 28 ACCIDENT AND DEATH COVERAGE

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

Article 29 PROCEDURE FOR DISCIPLINARY MATTERS

29.1 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 by the Employer or his authorized agent against any employee he/ she shall first give the Employee a verbal warning.

(b) **WRITTEN WARNING**

Where any action by the Employer or his authorized agent deem it necessary to take further action against an Employee after first having given 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 be given an Employee fails to improve his/her performance at his/her duties or his/her conduct the matter shall be referred to the Permanent Secretary Ministry of Home Affairs.
- (d) Unless the above procedure is followed, no record of the employee's misconduct or lack of performance or standing with the Employer shall be entered in the Employee's Personal File.

29.2 The Employee's reply to any complaint or accusation or expressions of dissatisfaction with respect to his duties or conduct shall form part of the record.

Article 30 REST ROOM KITCHENETTE

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

Article 31 JOB DESCRIPTION/CLASSIFICATION

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

Article 32 TIME OFF FOR EDUCATIONAL ADVANCEMENT

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

Article 33 SPORTING AND CULTURAL ACTIVITIES

The Employer agrees to provide officers 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

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

Article 35 TRANSPORTATION

35.1 The Employee agrees to collaborate with the Association to ensure the provision of scheduled transportation from established locations for Employees to get to and from the Bordelais Correctional Facilities.


35.2 The details of this collaboration to be outlined in a memorandum of understanding signed between the Prisons Service Association and the Government of Saint Lucia.


Article 36 IMPLEMENTATION AND BENEFITS


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**

**SIGNED ON BEHALF OF THE
ST. LUCIA PRISON SERVICE
ASSOCIATION**


.....
Jacinta St. Helene
Chairperson


.....
Christ Felix
President


.....
Philip Dalsou
Secretary


.....
Mrs. Alberta Felicien
Secretary

DATED THIS...*11th*.....DAY OF...*December*.....2009

