



# **COLLECTIVE AGREEMENT**

**BETWEEN**

## **THE GOVERNMENT OF SAINT LUCIA**

**&**



## **SAINT LUCIA POLICE WELFARE ASSOCIATION**

**April 01, 2010 ~ March 31, 2013**

**AGREEMENT**

**BETWEEN**

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

**AND**

**THE ST. LUCIA POLICE WELFARE ASSOCIATION**  
(Hereinafter referred to as the Association)

## **INDEX**

### **PREAMBLE**

- 1. INTENT AND PURPOSE OF AGREEMENT**
- 2. PERIOD OF AGREEMENT**
- 3. IMPLEMENTATION OF THE COLLECTIVE AGREEMENT**

### **ARTICLES**

#### **Article 1**

**RECOGNITION OF THE ASSOCIATION**

#### **Article 2**

**EFFICIENCY AND PRODUCTIVITY**

#### **Article 3**

**ASSOCIATION'S MEMBERSHIP**

#### **Article 4**

**ASSOCIATION'S RIGHTS, SECURITY AND FUNCTIONS**

#### **Article 5**

**EMPLOYER'S RIGHTS AND FUNCTIONS**

#### **Article 6**

**CONSULTATION AND DEMOCRATIZATION**

#### **Article 7**

**TECHNICAL INFORMATION**

#### **Article 8**

**LABOUR MANAGEMENT BARGAINING RELATIONS**

#### **Article 9**

**IN-SERVICE TRAINING/GENERAL TRAINING**

#### **Article 10**

**TIME OFF FOR URGENT AND PRIVATE BUSINESS**

#### **Article 11**

**VACATION LEAVE**

#### **Article 12**

**SICK LEAVE**

**Article 13**  
**MATERNITY LEAVE**

**Article 14**  
**PATERNITY LEAVE**

**Article 15**  
**ADOPTION LEAVE**

**Article 16**  
**COMPASSIONATE LEAVE**

**Article 17**  
**INCOME TAX COUNSELLING**

**Article 18**  
**OFFICERS ON TRANSFER**

**Article 19**  
**DUTY ALLOWANCE**

**Article 20**  
**LODGING ALLOWANCE**

**Article 21**  
**LAUNDRY ALLOWANCE**

**Article 22**  
**SUBSISTENCE ALLOWANCE**

**Article 23**  
**UNIFORM ALLOWANCE**

**Article 24**  
**PLAIN CLOTHES ALLOWANCE**

**Article 25**  
**DETECTIVE ALLOWANCE**

**Article 26**  
**HOUSE ALLOWANCE**

**Article 27**  
**PROSECUTORS ALLOWANCE**

**Article 28  
HIGH RISK ALLOWANCE**

**Article 29  
SPECIAL MILITARY ALLOWANCE**

**Article 30  
SPECIAL BAND'S MAN ALLOWANCE**

**Article 31  
TRAVELLING ALLOWANCE**

**Article 32  
ACTING APPOINTMENT**

**Article 33  
ACCIDENT AND DEATH COVERAGE**

**Article 34  
HEALTH AND (SAFETY) SECURITY AND ENVIRONMENT**

**Article 35  
STAFFING**

**Article 36  
REPRESENTATION ON COMMITTEES**

**Article 37  
MEAL ALLOWANCE**

**Article 38  
HONORARIUM**

**Article 39  
PROFICIENCY AND VOCATIONAL ALLOWANCE**

**Article 40  
JOB DESCRIPTION**

**Article 41  
APPLICABLE GRADES**

**Article 42  
SALARY RATES**

**Article 43**  
**IMPLEMENTATION AND BENEFITS**

## **PREAMBLE**

### **1. INTENT AND PURPOSE OF AGREEMENT**

It is the intent and purpose of the Employer and the Association to set forth 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 Police Force.

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

### **2. PERIOD OF AGREEMENT**

- (a) This Agreement shall take effect from 1<sup>st</sup> April 2010 to 31<sup>st</sup> March 2013 unless revised by mutual consent, and shall continue in force until renegotiated.
- (b) 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 circumstance become effective until the expiry 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.
- (c) The notice for revision shall be acknowledged within five (5) days of receipt. There shall be a joint meeting between representatives of both parties within thirty (30) days of the receipt of such notice for the purpose of discussion of the proposed amendment.

### **3. IMPLEMENTATION OF THE COLLECTIVE AGREEMENT**

- (a) 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.
- (b) This shall apply to all clauses of the Agreement except those for which there are prescribed times.

## **Article 1 - RECOGNITION OF THE ASSOCIATION**

- 1.1 The Employer recognizes the Association as the sole representative and collective bargaining agent for Police Officers whether permanent, part-time, temporary or casual and herein agrees to negotiate with the Association or any of its authorized

Committees.

- 1.2 Special Police Constables are included in this Collective Agreement and shall be awarded the same privileges as Police Officers as covered under this Agreement.
- 1.3 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 matters of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, dismissal or otherwise.
- 1.4 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**

The parties hereby agree to cooperate fully in an endeavour to achieve the following objectives in the Police Force:

- (a) Increase efficiency and productivity.
- (b) Elimination of waste of resources.
- (c) Elimination of conditions of work inimical to increased efficiency and productivity.
- (d) Elimination of negative attitude to work and development of proper work ethics.

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'S MEMBERSHIP**

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

## **Article 4 - ASSOCIATION'S RIGHTS, SECURITY AND FUNCTIONS**

- 4.1 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 authorized representatives of the Association.



- 4.2 The Employer agrees that special time off duty may be granted by the Permanent Secretary or Head of Department for Shop Stewards or Officials to attend to matters directly affecting the Association's members, provided 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 Department or Branch during working hours to investigate specific complaints from employees provided that a mutually acceptable time is arranged with the 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 to the Ministry with responsibility for the Police 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 employees there will be regular dialogue between the Association and Ministry with responsibility for the Police 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 Royal St. Lucia Police Force.

#### **Article 7 - TECHNICAL INFORMATION**

The Employer shall provide the Association on request, available information required by the Association such as Job Descriptions, 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**

No employee or group of employees shall undertake to represent the Association at meetings with the Employer without the proper authorization of the Association.

#### **Article 9 - IN-SERVICE TRAINING/GENERAL TRAINING**

- 9.1 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 educational activities such as seminars, workshops and lectures provided that reasonable notice is given and subject to the exigencies of the Service.

9.2 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 10 - 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, where there is no accumulated vacation leave, the Employer may agree to give time off not exceeding three (3) days without loss of pay.

**Article 11 - VACATION LEAVE**

Vacation Leave shall be calculated in working days, Mondays to Fridays excluding Holidays.

**Article 12 - SICK LEAVE**

When a Police Officer is on vacation leave and he/she falls sick, providing that he/she is hospitalized for not less than two (2) weeks, his/her vacation leave should cease. The Officer must provide a Medical Certificate certifying the time period in which he/she fell sick and duration in the Medical Institution.

**Article 13 - MATERNITY LEAVE**

13.1 The Employer agrees that thirteen (13) weeks maternity leave shall be allowed with full pay, six (6) weeks before and six (6) weeks after the week of confinement.

13.2 The Employee may be allowed to proceed on Vacation Leave immediately on completion of Maternity Leave.

13.3 An employee shall not lose seniority on return to work.

13.4 Maternity leave shall be additional to vacation leave.

**Article 14 - PATERNITY LEAVE**

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

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.

14.2 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.

- 14.3 Male employees requesting Paternity Leave should seek approval from the appropriate Head of Department/Permanent Secretary
- 14.4 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.
  - (i) upon receipt of written confirmation by the mother which is to accompany the application above.
- 14.5 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 15 - ADOPTION LEAVE**

- 15.1 Employees applying for adoption leave must notify their Employer of their intention to adopt a child no less than fourteen (14) days after the employee has applied for an adoption order in accordance with **the Adoption Act, Chapter 4.07 of the Revised Laws of Saint Lucia 2005**.
- 15.2 Employees are entitled to Five (5) 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** or on the date that a Court of competent jurisdiction made an adoption order to authorize that the child be adopted by the employee.
- 15.3 Adoption leave shall be in addition to vacation leave.

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

- 16.1 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 relative.
- 16.2 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.
- 16.3 Employees requesting Funeral/Compassionate Leave should seek approval from the appropriate Head of Department/Permanent Secretary:
- (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.

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

**Article 17 - 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 18 - OFFICERS ON TRANSFER**

Officers on transfer shall be compensated in accordance with Government's Relocation Policy.

**Article 19 - DUTY ALLOWANCE**

Duty Allowance will be paid at the following Rates:

- (i) All Ranks including SPCs - Four hundred and seventy five dollars **(\$475.00)** per month

**Article 20 - LODGING ALLOWANCE**

Lodging Allowance shall be paid at the following rates:

Inspectors	-	\$230 per month
Sergeants	-	\$220 per month
Corporals	-	\$180 per month
Constables	-	\$170 per month
(Special Police Constables)	-	\$154 per month

**Article 21 - LAUNDRY ALLOWANCE**

Laundry Allowance shall be paid at the rate of One Hundred dollars **(\$100.00)** per month to all ranks.

**Article 22 - SUBSISTENCE ALLOWANCE**

Subsistence allowance shall be paid in accordance with existing Public Service Policy.

### **Article 23 - UNIFORM ALLOWANCE**

A Uniform Allowance will be paid at the following rate:

- (i) Inspectors and Gazetted Officers – One Hundred and fifteen dollars **(\$115.00)** per month.

### **Article 24 - PLAIN CLOTHES ALLOWANCE**

A Plain Clothes Allowance of One hundred and sixty dollars **(\$160.00)** per month shall be paid to all ranks of Police Officers who are required to use plain clothes in the performance of their duties.

### **Article 25 - DETECTIVE ALLOWANCE**

A Detective Allowance of One hundred and Sixty dollars **(\$160.00)** per month shall be paid to all ranks of Detectives.

### **Article 26 - HOUSE ALLOWANCE**

A House Allowance, equivalent to 20% of Basic salary, shall be paid to Gazetted Officers only.

### **Article 27 - PROSECUTORS ALLOWANCE**

Officers assigned to the Prosecution Unit shall be paid an allowance of Five Hundred dollars **(\$500.00)** annually, to be paid by monthly installments.

### **Article 28 - HIGH RISK ALLOWANCE**

High Risk Allowance of Seventy Five dollars **(\$75.00)** per month shall be paid to all Police Officers.

### **Article 29 - SPECIAL MILITARY ALLOWANCE**

Police Officers assigned to the Special Services Unit (SSU), and the Marine Unit shall be paid Special Military Allowance of Seventy Five dollars **(\$75.00)** per month.

### **Article 30 - SPECIAL BAND'S MAN ALLOWANCE**

A special allowance of Fifty dollars **(\$50.00)** per month shall be paid to members of the Royal St. Lucia Police Band who uses special skills and training in the execution of specially assigned duties, by the Officer in Charge / Director of Music in consultation with and the approval of the Commissioners, for the effective running of the department.

### **Article 31 - TRAVELLING ALLOWANCE**

Traveling Allowance shall be in accordance with the relevant Government Policy in the Public Service.

### **Article 32 - ACTING APPOINTMENT**

Where a Police Officer has been appointed to perform the duties of another Police Officer in a higher Rank, the Officer so appointed will receive an acting allowance, provided that the period for which he is acting is not less than twenty-eight (28) days.

### **Article 33 - ACCIDENT AND DEATH COVERAGE**

- 33.1 The Employer agrees to adequately compensate employees who receive injury or illness as a direct result of performing their duty.
- 33.2 The Employer agrees to provide insurance coverage for all Police Officers against death, illness and/or injury suffered in circumstances arising out of and in the course of duty.

### **Article 34 - HEALTH AND (SAFETY) SECURITY AND ENVIRONMENT**

- 34.1 The Employer agrees to:
- (a) provide and maintain safe means of access to and egress from place of work.
  - (b) ensure, so far as is reasonably practicable, that risks of accident and injury to health do not arise as a result of the handling, storage, use and disposal of dangerous substance.
  - (c) provide all Police Officers with the necessary protective clothing and equipment required to prevent injuries while at work.
  - (d) provide all stations, units and departments with the necessary furniture i.e. seats and desks required for the performance of their duties.
  - (e) provide stations, units and departments with a furnished and functional kitchen.
  - (f) to ensure that police stations are properly maintained, so as not to threaten in any way the health and safety of Police Officers.
  - (g) to ensure as far as possible that buildings used to house stations, units and departments are in perfect condition so as to guarantee a high level of productivity and efficiency.
  - (h) consult with the Association, to relocate as soon as it is practicable to do so,

the occupants of any station, unit or department that has been deemed unfit to work in.

### **Article 35 - STAFFING**

- 35.1 Because of the volume and nature of work required to be performed by Police Officers at the various stations, units and departments, the Employer agrees to ensure that these stations, units and departments are fully staffed so that the goals and vision of the Force are realized.
- 35.2 The Employer agrees to appoint sufficient supervisory staff at the various stations, units and departments who will ensure the proper management of the human resources assigned to these stations, units and departments.

### **Article 36 - REPRESENTATION ON COMMITTEES**

- 36.1 The Employer agrees to have the Association represented on the following Committees set up by the Employer:
- (a) Training Committee
  - (b) Traveling and Subsistence Committee
  - (c) Honorarium Committee
  - (d) Anomalies Committee and any other committee which may be set up from time to time and which directly concerns members of the Force

### **Article 37 - MEAL ALLOWANCE**

- 37.1 The Employer agrees that a meal allowance of twenty-two dollars (\$22.00) shall be paid to an employee who:
- is authorized to work through their lunch hour
  - is required to work overtime beyond their stipulated hours.
- 37.2 The Employer shall pay a breakfast allowance of \$15.00 to non-shift employees who are required to start work before 7:00am.

### **Article 38- HONORARIUM**

Where a Police Officer has been assigned the duties of another officer of a higher rank who may have been reassigned to another department or unit for an extended period but there is no formal appointment, an Honorarium shall be paid to the Officer. Honoraria shall be in accordance with Government's Honorarium Policy.

**Article 39 - PROFICIENCY AND VOCATIONAL ALLOWANCE**

- 39.1 The Employer shall pay a Proficiency Allowance of five (\$500.00) hundred dollars to police officers who have obtained post or under graduate qualification, in a related field of study, from an accredited University or College and whose performance and conduct is in good standing.
- 39.2 The Employer agrees to pay a Vocational Allowance of three (\$300.00) hundred dollars to officers who have obtained vocational certification, in a related field of study, from an accredited University or College and whose performance and conduct is in good standing.

**Article 40 - JOB DESCRIPTION**

The Employer agrees to provide a job description to all categories of Police Officers upon the first appointment to any post that they may from time to time be required to fill.

**Article 41 - APPLICABLE GRADES**

The following are the applicable grades for Officers of the Royal Saint Lucia Police Force:

<b>RANK</b>	<b>GRADE</b>
ASSISTANT COMMISSIONER OF POLICE	18
SUPERINTENDENT OF POLICE	16
ASSISTANT SUPERINTENDENT	14
INSPECTOR	12
SERGEANT	10
CORPORAL	8
SENIOR CONSTABLE	7
CONSTABLE II	6
CONSTABLE I	5



**Article 42 - SALARY RATES**

The rates of salary increases for the period 1<sup>st</sup> April 2010 to 31<sup>st</sup> March 2013 are as follows:

1 <sup>st</sup> April 2010 – 31 <sup>st</sup> March 2011	-	1%
1 <sup>st</sup> April 2011 – 31 <sup>st</sup> March 2012	-	1.5%
1 <sup>st</sup> April 2012 – 31 <sup>st</sup> March 2013	-	1.5%

**Article 43 - 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**

.....  
**CHAIRMAN**

.....  
**SECRETARY**

**SIGNED ON BEHALF OF THE ST. LUCIA POLICE WELFARE ASSOCIATION**

.....  
**PRESIDENT**

.....  
**SECRETARY**

DATED THIS 22 DAY OF March 2013

WITNESSED BY:   
.....  
**LABOUR COMMISSIONER**

