

# COLLECTIVE AGREEMENT

**BETWEEN**



BOARD OF GOVERNORS  
SIR ARTHUR LEWIS COMMUNITY COLLEGE

&



ST. LUCIA TEACHERS UNION  
SIR ARTHUR LEWIS COMMUNITY COLLEGE

April 01, 2010 ~ March 31, 2013

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## **Article 1 - Spirit and Scope of Agreement**

1. This agreement is entered into on the 1<sup>st</sup> of April 2010, between the Board of Governors hereinafter called the Employer, and the St. Lucia Teachers' Union, hereinafter called the Union, for and on behalf of the Teaching Staff of Sir Arthur Lewis Community College.
2. The Spirit and intention of this agreement is to maintain and further the good relationship between the Employer and management of Sir Arthur Lewis Community College and the Union and to provide a procedure for the settlement and avoidance of disputes.
3. For the purpose of this agreement the employee refers to the teaching staff of Sir Arthur Lewis Community College.

## **Article 2 - Purpose**

This agreement is intended to:

1. Promote the mutual interests of the Employer and employees.
2. Achieve the highest level of efficiency and effectiveness in the performance of employees.
3. Promote the occupational health and safety of employees.
4. Establish salaries, wages and conditions of employment.
5. Establish procedures for avoidance of and expeditious settlement of grievances in order to avoid interruption of work.

## **Article 3 - Preservation of Stability**

Recognizing the importance of preservation of stability in the work environment, the Employer and the Union agree to comply with the provisions of this Agreement at all times and in all aspects for the purpose of maintaining job security of employees and goodwill between the Employer and employees.

## **Article 4 - Union Recognition**

1. The Employer recognizes the St. Lucia Teachers' Union as the sole Collective Bargaining Agent for the employees covered by this Agreement.
2. The Employer recognizes the Staff Association as a branch of the St. Lucia Teachers' Union.

## **Article 5 - Bargaining Unit**

The Bargaining Unit shall comprise the teaching staff meaning: Senior Lecturer, Lecturer, Assistant Lecturer, Teaching Assistant and any other teaching position mutually agreed upon between the Union and the College.

**Article 6 - Union's Rights and Functions**

1. Within the limits of this Agreement and /or local legislation, the Union has the right to exercise the functions of a Trade Union.
2. The Union shall keep the Employer informed of the names of its officials and liaisons for Divisions/Departments.
3. The Employer agrees that time off from duty shall be granted by the Principal for the purposes of attending Trade Union Activities such as meeting, seminars and conferences, provided that reasonable notice is given to the Employer and provided that the time off does not unduly interfere with the operations of the College.
4. The Employer agrees to grant the Union officials admittance to its divisions or departments during normal working hours to investigate specific complaints from employees, and/or consult with members, after a mutually acceptable time is arranged with the Principal.
6. The Employer agrees that notice of suspension or dismissal of an employee for any given cause, shall be given in writing and copied to the Union.

**Article 7 - Termination of Appointments**

Termination of Appointments shall be in accordance with the College's Rules and Regulations for Professional Staff.

**Article 8 - Employer's Rights**

1. The Union recognizes the right of the Employer to exercise functions of management to direct the workforce to ensure their employment is fulfilled expeditiously, effectively and efficiently.
2. The Employer agrees to copy to the Union all circulars affecting employees. The Union agrees, likewise, to copy to the Employer all circulars to its membership.
3. These rights shall be construed within the limits of the Constitution, the Laws of the State, the College's Regulations and this Collective Agreement.

**Article 9 - Employees Rights**

1. The Employer agrees that employees will enjoy equitable safeguards at each stage of any disciplinary procedure, and in particular:
  - (a) The right to be informed in writing of the allegations and the grounds for them. This is to be copied to the Union,
  - (b) The right to defend himself/herself and to be defended by a representative of his choice,

- (c) The right to full access to evidence in the case,
  - (d) The right to adequate time for preparation for defense,
  - (e) The right of appeal to a clearly designated, competent body.
2. The Employer agrees that each employee will be provided with a job description, defining his/her scope of practice.
  3. The Employer agrees that no member of the Union shall be discriminated against on the basis of religion, ethnicity, association, gender or physical disability.

#### **Article 10 - Vacant Posts**

1. The Employer agrees to fill vacant posts within the College, by promoting staff from within the institution, provided that such staff are available, who possess the qualifications and/or experience and have consistently performed at the acceptable standard.
2. The Employer agrees to advertise, all vacant posts internally thus allowing qualified staff the opportunity to apply.
3. All appointments shall be published and copied to the Staff Association.

#### **Article 11 - Consultation**

In order to maintain and further the harmonious relationship between the Employer and employees, there will be dialogue at least once per Semester between the Union and Management Officials of Sir Arthur Lewis Community College on matters affecting employees: changes in conditions of work, hours of work, staffing, restructuring and reclassification, and other matters.

#### **Article 12 - Annual Vacation Leave**

1. Every staff member shall be eligible for the equivalent of thirty (30) working days per year with full pay to be taken during the regular College vacations. Except by prior arrangement with the Principal, entitlement to such annual vacation leave shall not be cumulative and shall be forfeited if not taken by the end of the year in which the entitlement was earned.
2. The Principal shall within fourteen (14) days respond to applications for annual vacation leave.
3. Once annual vacation leave has been approved, staff may proceed on vacation without any further notification
4. Where the exigencies of the service require the employee to work during the vacation period, arrangements shall be made for leave to be taken at times mutually convenient to both parties, to include accumulative leave, or the employee may opt to be paid double time for working during his/her vacation.

5. Application for leave (except sick leave) shall be made to the Principal on the appropriate form and submitted through the Dean/Coordinator.

**Article 13 - Sick Leave**

Sick leave shall be granted in accordance with the College's Rules and Regulations for Professional Staff.

**Article 14 - Study Leave**

Study Leave shall be in accordance with the College's Rules and Regulations for Professional Staff.

**Article 15 - Maternity Leave**

Maternity Leave shall be in accordance with NIC Regulations.

**Article 16 - Paternity Leave**

1. Paternity leave grants eligible employees up to five (5) days of paid leave following the birth of his child, or upon the initial placement of the 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/Principal.
4. Paternity Leave will only be granted:
  - (a) 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.
  - (b) 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 17 - 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 adoption order in accordance with the Adoption Act Chapter 4.07 of the Revised Laws of Saint Lucia, 2005.
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.

3. Adoption leave shall be in addition to vacation leave.

**Article 18 - Special Leave**

Special leave shall be granted in accordance with the College's Rules and Regulations for Professional Staff.

**Article 19 - Funeral/Compassionate Leave**

1. Funeral/Compassionate Leave grants employees paid time off to attend the funeral and for travel and bereavement time, upon the death of an employee's immediate family member or close relatives.
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/Principal.
  - i. Three (3) working days leaves 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.
4. Employees may be granted time off to attend the funeral of a relative/friend other than a close relative.

**Article 20 - Allowances**

1. Staff members who use their vehicles occasionally for official College business to sites will be paid casual mileage at approved government rates to staff. The employee will be required to complete the prescribed claim form.
2. An employee who is required to use his/her personal vehicle on a regular basis will be paid a basic car allowance of \$150.00 weekly. This allowance will be paid only during the Teaching Practice or Clinical Supervision period. The employee will be required to complete the prescribed claim form.
3. A Clinical Instructor at the Department of Health Sciences (DHS), who is required to use his/her personal vehicle throughout the course of the academic year will be paid a basic vehicle allowance of \$500 monthly, in addition to casual mileage.
4. A staff member who travels on official duty by means other than his/her own vehicle, shall be

reimbursed for any transportation cost incurred, not exceeding \$30.00 per day. This arrangement will apply to lecturers on Teaching Practice and Clinical Instructors for clinical supervision.

5. Employees who are required to work away from the College and/or other workstation and who are unable to return for a mid-day meal shall be paid subsistence allowance of at least twenty five dollars (\$25.00).

#### **Article 21 - Teacher's Material Allowance**

The Employer agrees to pay a Teacher's Material Allowance of six hundred dollars (\$600.00) annually to all lecturers and assistant lecturers of the College. Such allowance shall be paid in the month of September.

#### **Article 22 - Occupational Health, Safety and Environment**

1. The Employer agrees to comply with the provisions of the Labour Act No.37 of 2006, in so far as it relates to Occupational Safety and Health.
2. The Employer agrees that no employee shall be disciplined for refusal to work in an unsafe environment or to operate any equipment which in the opinion of the Safety and Health Committee is unsafe.
3. An employee who works in any dangerous conditions shall be supplied with the necessary tools, safety equipment and protective clothing. Free medical attention or examination shall be provided for such employees by the Employer at least twice a year.

#### **Article 23 - Training and Human Resource Development**

The Board shall, as far as possible, within its resources, or in co-operation with other agencies, provide opportunities for staff to pursue courses with respect to their own professional development as well as in specialist areas in order to assure a pool of expertise in these areas.

#### **Article 24 - Grievance Procedure**

1. Grievances shall be dealt with according to the procedure outline in this collective agreement and the College's Rules and Regulations.
2. For the purpose of this agreement a grievance is defined as a claim against or dispute with the Employer made by an employee or employees, involving violation by the Employer of the terms of this agreement or the employee's human rights.
3. When any grievance arises, there shall be no interruption of work unless all the stages of the grievance procedure have been exhausted.
4. The steps in the settlement of grievances shall proceed in the following manner:
  - (a) The grievance shall be discussed between the employee or employees concerned and the Coordinator/Dean within seventy-two hours of the violation.

- (b) If no satisfactory settlement has been arrived at in accordance with 4(a) of this article, the representative of the Union shall discuss the matter with the Principal within 72 hours.
- (c) If no satisfactory settlement has been arrived at in accordance with 4(b) of this article, the representative of the Union shall discuss the matter with the Board of governors within 7 days.
- (d) If the grievance has still not been settled at this stage the Labour Commissioner shall be sought for conciliation within 7 days.
- (e) If no settlement of the grievance has been arrived at in accordance with 4(d) of this article, a meeting will be sought with the Minister of Labour within 7 days.

**Article 25 - Retirement**

The Employer shall grant retirement benefits to employees in accordance with the Pensions Act, Chapter 15.26 of the Revised Laws of Saint Lucia 2001 and the NIC Regulations where applicable.

**Article 26 – Salaries**

<b>April 1, 2010 to March 31, 2011</b>	-	<b>1%</b>
<b>April 1, 2011 to March 31, 2012</b>	-	<b>1.5%</b>
<b>April 1, 2012 to March 31, 2013</b>	-	<b>1.5%</b>

**Article 27 – Faculty Workloads**

**1. Preamble**

The primary responsibility of a full-time member of the Sir Arthur Lewis Community College shall be to provide and facilitate quality instruction and learning for all students. It is recognized that teachers will spend a substantial amount of time in preparation and student evaluation. Faculty members will be expected, therefore, to:

- i. Facilitate the learning process by working with students in regular classes, in laboratories, in tutorial groups, in individual conferences, and by use of other means such as on-line learning.
- ii. Participate in administrative work of the College
- iii. Participate in public service activities intended to maintain liaison between the College and the community.

The academic year for full-time faculty members will consist of:

- (a) Regular teaching periods

- (b) An intercessional period
- (c) Thirty (30) days of vacation

## **2 Instructional Hours/Regular Classes/Laboratories/Practicum/ Individual Study Support**

1. A full-time faculty member shall normally carry fifteen (15) instructional hours per week (225 hours per semester) with a minimum of the equivalent of three, three-credit courses per semester.
2. Except with his/her written consent, a faculty member's contractual teaching assignment will not exceed twenty (20) instructional hours per week, (300 hours per semester) averaged over a working year.

## **3 Instructional Support Hours**

1. Students generally have a right to individual or small group consultation with their lecturers. These hours must be worked out with the Head of Department and approved in writing by the Dean/Co-ordinator of the Division/Department.
2. Faculty office hours must be posted on or near the office door (area) of every faculty member.
3. Tutorial hours must be approved by the Dean/Coordinator of the Division/Department and recorded in each faculty member's individual time-table.

## **4 Maximum Aggregate Hours**

Notwithstanding the provisions of Articles 27.2 and 27.3 above, the sum of a faculty member's instructional hours and Instruction Support hours should not exceed 25 hours per week in any one semester.

## **5 Additional Responsibilities**

Faculty responsibilities will include committee work, professional activities, attendance at required meetings, students advising, related community activities, research activities, and participation in College activities such as the Annual Graduation Exercise and the Annual Sports Day.

## **6 Intercessional Period**

1. The Intercessional Period is defined as that period between the end of regular teaching activities in Semester two and the beginning of the staff vacation. It is agreed that this period will be used for the professional development of staff, the development of programmes and the development of the College as a whole. Staff will therefore devote their time to study, research, course and programme development, to administrative duties related to their positions, and to other activities, which may improve professional or instructional capabilities. The intercessional period might also be regarded as a teaching period.

2. Internal departments shall file with the Dean/Co-ordinator intercessional plans for all of its members at least 30 days before the start of the intercessional period.

## **7 Assignment of Instructional Workloads**

1. The specific hours defined above may vary depending upon the level of courses taught, the type of courses taught, the relatedness of the courses taught, method(s) of student assessment and evaluation required, whether courses are new or have been previously taught, the amount of preparation required for courses, the number of students in courses, the staff member's involvement in assigned administrative duties, approved research activities, approved community activities, special assignments, and curriculum development work. Curriculum Development should be primarily for the development of a new programme, or new course in a programme, and/or the complete revision of an existing course or programme.
2. Reduced workloads for senior staff (Senior Lecturers, Heads of Department) shall also depend upon whether such persons are actually assigned specific administrative and/or other tasks. These duties shall be clearly defined and approved by the Principal.
3. Faculty teaching loads shall be calculated for the academic year, with a teaching load less than or in excess of normal in a semester being compensated for with adjustments in teaching loads in the following semester or summer session.
4. Faculty workloads must be worked out with the Head of Department and the affected faculty member in accordance with Sections 27.1 to 27.6 of this Agreement and approved in writing by the Dean/Co-ordinator of the Division/Department. Any deviation from the minimum workload defined above must be approved in writing by the Principal.
5. It is acknowledged and accepted that a fair application of the principles in Section 27.1 to 27.6 may give rise to nominal differences in workload assignments for individuals within and across Divisions/Departments.

## **8 Determination of Equivalencies**

1. Lecturer/Seminar-Equivalent Hour (LSEH) refers to the standard unit of instruction to which other forms of instruction are equated for the purpose of establishing instructional workloads.
2. One hour of classroom (Lecture/Seminar) instruction is hereby defined as equivalent to one Lecture/Seminar – Equivalent Hour.
3. One hour of classroom or other course delivery may be greater or less than one (1) Lecture/Seminar-Equivalent Hour.
4. In general, a laboratory hour shall be prorated at 0.5 of an LSEH.
5. Lecture/Seminar-Equivalent hour arrangements will be set by agreement between the Dean/Coordinator and staff, and the Academic Board of the College, subject to the ratification of

the Board of Governors.

## **9 Instructional Workload Review Panel**

1. Each Division/Department shall have at least one (1) Instructional Workload Review Panel that will meet at least once per semester. The Work Review Panel will be chaired by the Dean/Coordinator and will consist of at least all heads of internal departments and a maximum of three (3) and a minimum of one (1) full-time instructional faculty members appointed by the Dean.
2. The purpose of the Workload Review Panel is to examine generally, or to review at a Faculty member's request, using the criteria defined in Sections 27.1 to 27.6, issues related to workloads, and to make recommendations to the Dean/ Coordinator on these issues.

## **Article 28- Provision of Resources**

The Employer acknowledges that the College is administratively responsible for courses offered at the Institution. Therefore the Employer agrees to:

1. Make available to all lecturers copies of the texts, manuals and other printed materials which students registered in the course are advised to purchase. In the event that a lecturer must purchase any of these items outright, the College will reimburse the lecturer, provided the department head or dean has approved the expenditure.
2. Facilitate the photocopying of course outlines, examination and test papers, and class handouts.
3. Provide all lecturers, where necessary for the effective delivery of the course(s), with access to a computer, to the Internet, and to computer printing.

## **Article 29- Mid Semester Break**

The Employer agrees to provide a 3 day mid-semester break to employees covered by this Agreement.

## **Article 30- Changes to Conditions of Work**

The Employer and the Union agree that any change to the conditions of work for employees covered by this Agreement shall first be negotiated between the Board and the Union.

## **Article 31 - Period of Agreement**

1. This agreement shall take effect from 1<sup>st</sup> April 2010, unless revised by mutual consent and shall continue in force until 31<sup>st</sup> March 2013.
2. In the event that either party wishes to renew, terminate or amend this Agreement, three (3) months notice in writing shall be given by either party.

SIGNED ON BEHALF OF THE BOARD OF GOVERNORS OF THE SIR ARTHUR LEWIS COMMUNITY COLLEGE

*Justina Anthony* - Chairperson BOG, SALCC

*Budney* - Member BOG, SALCC

*[Signature]* VICE PRINCIPAL AG.

SIGNED ON BEHALF OF THE ST. LUCIA TEACHERS' UNION

*[Signature]* - (President)

*Dawell* (General Secretary)

*Estelita Lousy* (President - SALCC Staff Association)

WITNESSED BY:

*[Signature]*  
Labour Commissioner



DATED THIS *19* DAY OF *APRIL* 2013