

WORKING DOCUMENT

# COLLECTIVE AGREEMENT

BETWEEN



BOARD OF GOVERNORS

SIR ARTHUR LEWIS COMMUNITY COLLEGE



SAINT LUCIA CIVIL SERVICE ASSOCIATION

April 01, 2013 ~ March 31, 2016

**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE BOARD OF GOVERNORS OF THE SIR ARTHUR LEWIS COMMUNITY COLLEGE**  
(Hereinafter referred to as the “Employer”)

**AND**

**ST LUCIA CIVIL SERVICE ASSOCIATION**  
(Hereinafter referred to as the “Union”)

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## **Article 1 - PREAMBLE**

### **Application**

The St. Lucia Civil Service Association, hereinafter referred to as the Union, and the Board of Governors of the Sir Arthur Lewis Community College, hereinafter referred to as the Employer, agree that Articles of Agreement contained herein will be applied and or serve to extend and or improve on the Collective Agreement, for the previous triennium (April 1<sup>st</sup>, 2010 to March 31<sup>st</sup>, 2013).

### **Period of Agreement**

This Agreement shall take effect from **1<sup>st</sup> April 2013**, and unless revised by mutual consent shall continue to be in force until **31<sup>st</sup> March, 2016**.

In the event of either party desirous of revising this Agreement, three (3) months' notice shall be given in writing. Where such notice relates to the revision of terms of this Agreement, the proposed amendments shall not, in any circumstances, become effective until this Agreement is replaced by a Successor Agreement.

Upon receipt of a notice for revision, there shall be a meeting between representatives of both parties for the purpose of discussion of the proposed amendments.

### **Intent and Purpose of Agreement**

It is the intent and purpose of the Employer and the Union to set forth herein the agreed provisions covering wages and other specific and general working conditions and to promote and maintain satisfactory relations between both parties.

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

Conditions of this Agreement will cover Non-Teaching Support Staff and Daily Paid Employees at the Sir Arthur Lewis Community College.

### **Recognition and Negotiations**

The Employer recognizes the Union as the sole representative and collective bargaining agent for all Non-Teaching Support Staff and Daily Paid Employees who are members of the Union, and herein agrees to negotiate with the Union or any of its authorized representatives.

The Employer and the Union agree to acquaint new employees with the terms and conditions of this Collective Agreement.

## **Article 2 - The Bargaining Unit**

- 2.1 The Bargaining Unit shall comprise the Non-Teaching Support Staff and Daily Paid Employees of the College.
- 2.2 The term Non-Teaching Support Staff refers to categories of staff who provide secretarial, or technical, administrative and auxiliary support to the functioning of:
  - a) **Teaching Divisions and Departments**
  - b) **Senior Professional staff**
  - c) **College Library**
  - d) **Centres, Laboratories and Projects**
  - e) **Workshops**

and are listed in Schedule I attached to this Agreement. This list will be subject to change from time to time by the Board in consultation with the Union.

## **Article 3 - Union Dues and Check- Off**

- 3.1 The Employer shall deduct dues from the wages/ salary of every employee who is a member of the Union upon his/her written authorization, as stipulated by the Union.
- 3.2 Deductions so made from each employee shall be forwarded to the Treasurer of the Union no later than the 15<sup>th</sup> day of the following month, accompanied by a list of names, NIC and National I.D. numbers and classification of employees from whose wages the deductions have been made.
- 3.3 Deductions shall cease upon written authorization by the employee and copied to the Union. Such cancellation shall not take effect until the expiration of fifteen (15) days thereafter.

## **Article 4 - Union's Rights, Functions and Representation**

- 4.1 Within the limits of this Agreement and the Labour Act of Saint Lucia, No. 37 of 2006, the Union shall have the right to function as a bonafide Trade Union. Where the current College Regulations are in conflict with this Agreement, the College shall amend those regulations to conform to the Agreement.
- 4.2 The Union shall keep the Employer informed of the names of its officials and Shop Stewards representing the employees. The Employer agrees to recognize the Shop Stewards or any other authorized representatives of the Union.
- 4.3 The Employer shall admit authorized Union officials to the premises and or other work place to investigate specific complaints from employees, providing that a mutually accepted time and place is arranged with the College Principal or his/her

designated representative. The Principal shall cooperate with the Union on these undertakings but reserves the right to appoint a representative(s) to be in attendance during the visit.

- 4.4 The shop-steward shall be expected to attend to all complaints and grievances reported to him/her by employees within the bargaining unit and shall be given reasonable time-off, with pay, for the purpose of pursuing the settlement of such grievances.
- 4.5 The shop steward should have the right to inform workers of the benefits to be derived from becoming a Union member.
- 4.6 The Union agrees that in the exercise of its rights and functions, it shall not breach any of the rights of the College under this Agreement.

#### **Article 5 - Employer's Rights and Functions**

- 5.1 It is acknowledged that all rights, powers, authority and customary functions of management are vested in the Employer including inter alia, the right to:
  - a) Control and regulate the use of all equipment and other property of the Employer;
  - b) Select supervisory personnel;
  - c) Hire new employees;
  - d) Plan, direct and control operations including the size of the work force, the hours, methods, standard and manner of working in any Division or Section provided that no action taken shall be inconsistent with the terms of this Agreement;
  - e) Promote, demote, transfer, retire, or make redundant employees according to law, and in accordance with the Rules and Regulations of the College;
  - f) Discipline employees, including their dismissal for just cause;
  - g) Make such rules and regulations as the Employer deems necessary or advisable for the orderly, efficient and safe conduct of its business and to require employees to observe such Rules and Regulations; provided that such rules do not conflict with the Agreement and or existing labour laws.



## **Article 6 - Consultation**

Consistent with the spirit and intention of this Agreement to maintain and further the good relationship between the Employer and its employees represented by the Union, and to provide a procedure for the avoidance and settlement of disputes, the Employer and the Union agree to engage each other in consultation on matters, which may impact on the employees' welfare.

## **Article 7 - Hours of Work**

- 7.1 The normal hours of work shall consist of a thirty seven and a half (37.5) hour week, comprising of five days per week, Monday through Friday of seven and a half (7.5) hours per day, except Security and Custodial Personnel, Groundsmen, Laboratory Technicians, Library Staff, Farm Workers, Department of Continuing Education employees, whose work hours are defined in Article 7.4.
- 7.2 The Employer may require any or all the staff to work for longer hours.
- 7.3 An employee who is required to work for extended hours other than those prescribed by this article, will be given time off in lieu where there is mutual consent, or paid overtime as prescribed in Article 8.
- 7.4 Security and Custodial Personnel, Groundsmen, Laboratory Technicians, Workers assigned to the Library, Department of Continuing Education, and Farm shall work for such hours and on such days as stipulated in their Terms and Letter of Appointment.

## **Article 8 - Overtime**

- 8.1 Overtime shall be any period in excess of seven and a half (7.5) hours in any one day.
- 8.2 The method of compensation for the overtime work (i.e. cash or time off in lieu) shall be by mutual agreement between the Employer and employees.
- 8.3 Overtime shall be paid for by the hour, at the rate of either:
- (a) One and a half (1½) times the regular hourly rate, or
  - (b) Double time (2) being twice the regular hourly rate, or
  - (c) Double time and a half (2½), being two and a half times the regular hourly rate  
or
  - (d) The hourly rate shall be calculated using a twenty- two (22) working day month and a seven and a half (7.5) hour day.

- 8.4 Rate (a), time and a half, shall be normal overtime;
- 8.5 Double time shall only be paid in the following circumstances:-
- (a) For all work performed in excess of eleven and a quarter (11.25) continuous hours in any normal day.
  - (b) For all overtime performed in excess of seven and a half (7.5) hours on any rostered day off.
  - (c) For the first seven and a half (7.5) hours worked on Sundays and all public holidays recognized by the Government.
- 8.6 Double time and a half will only be paid for all overtime worked in excess of seven and a half (7.5) hours on any Sunday and all public holidays recognized by the Government.
- 8.7 It is nevertheless clearly understood that overtime shall not be paid if it arises from arrangements made for or between staff at their own request for their personal convenience.

**Article 9 - Acting Allowance/ Honorarium**

- 9.1 An employee appointed to act in a grade higher than his/her substantive grade for twenty- two (22) working days or more, shall be paid an Acting Allowance.
- 9.2 Acting Allowances shall be paid as the difference between an employee's personal salary, and the minimum of the grade in which he/she is acting,
- 9.3 No employees shall in ordinary circumstances, be required to serve in an acting capacity where a vacancy exist for more than six (6) consecutive months provided that the employee meets the requirements of the post and performs to the satisfaction of the Employer.
- 9.4 An honorarium shall be paid to an employee who performs duties of another post, in addition to the duties of his substantive post, but is not eligible for an acting allowance in accordance with the provisions of this article.

**Article 10 - Maternity Leave**

- 10.1 The Employer agrees that thirteen (13) weeks Maternity Leave shall be granted to female employees and shall be six (6) weeks before confinement week, the week of confinement, and six (6) weeks after the week of confinement.
- 10.2 In the event an employee does not use the full six (6) weeks before, the balance shall

be added to the six (6) weeks after.

- 10.3 Any modification to the granting of maternity leave as set out in clauses 10.1 and 10.2 may be granted by the Employer provided that the arrangement is mutually acceptable to the Employer and the employee and the arrangement does not exceed thirteen (13) weeks.
- 10.4 During the period of Maternity Leave, the Employer shall pay to the non-pensionable employee the difference between her full wage and the National Insurance Maternity Allowance.

#### **Article 11 - Paternity Leave**

- 11.1 Paternity leave grants eligible employees up to five (5) working days of paid leave following the birth of his child.
- 11.2 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.
- 11.3 Male employees requesting Paternity Leave should seek approval from the Principal.
- 11.4 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.
- 11.5 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 12 – Adoption Leave**

- 12.1 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 intent to adopt or a court order from the Department of Human Services or an authorised agency.
- 12.2 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.

12.3 Adoption Leave shall be in addition to vacation leave.

**Article 13 – Study Leave/ Training**

- 13.1 Employees shall be eligible for study leave with pay in accordance with existing Government Study Leave Policy. However, an officer may qualify for study leave without pay after serving not less than one (1) year of continuous service on the Permanent Establishment.
- 13.2 Employees with five (5) to ten (10) years of service should receive study leave with full salary for the first year and 60% for the remainder of the course.
- 13.3 Employees with over ten (10) years of service should receive study leave with full salary for the first year and  $\frac{3}{4}$  or 75% for the remainder of the course.
- 13.4 Employees are not required to resume duties in the Department to which they are appointed or where otherwise assigned by the Principal during the summer vacation.
- 13.5 Where employees must remain overseas or for other justifiable reasons are unable to report for duty, prior permission must be sought in writing from the Principal in sufficient time to allow such permission to be granted before the commencement of the summer vacation period.

**Article 14- Sick Leave**

- 14.1 Absence of an employee for more than two consecutive working days on account of incapacity shall be supported by a certificate from a registered medical practitioner. The certificate shall be dated and shall indicate the assessed length of its duration. A medical certificate shall, in all cases be submitted to the Dean or Head of Department within five (5) days of the first day of absence.
- 14.2 The total period of sick leave which may be granted for absence from work not supported by a medical certificate shall not exceed (12) working days in any academic year, and any such absence in excess of that period shall be deemed earned leave.
- 14.3 An employee may be granted sick leave on full salary for up to a maximum period of 124 working days (150 working days for employees who work a six day week) during any period of twelve months ending on the final day of sick leave granted to him. Thereafter, if necessary further extensions of sick leave may be granted, with half the salary, subject to a maximum period of 248 working days (300 working days for employees who work a six day week) sick leave in all with full and half salary combined. If an employee is eligible for vacation leave when sick leave with half pay is granted, such vacation leave may be taken with full salary and the period of sick leave with half salary may be reduced to that extent. Save in exceptional circumstances and on advice of a Medical Board, sick leave beyond an aggregate 248 working days (300 working days for employees who work a six day week) may be granted in any

period of four years or less without salary, the leave period shall however be counted as service for salary, increments or pension.

- 14.4 An employee who is on continuous sick leave in excess of 3 months or who is frequently absent as a result of illness, may be required to undertake a thorough medical examination to determine his /her fitness.
- 14.5 An employee, whether or not he/she is on leave of absence at the time, may be required by the Principal to present himself/herself for examination by a duly constituted Medical Board with a view to ascertaining whether he/she is physically and mentally capable of performing the duties of his/her office or of any other public office to which his/her appointment is being considered. No fee is payable for this examination. The Employer agrees to notify the Union whenever such a request is being considered.
- 14.6 If for any reason it is decided that an employee needs to be examined by a Medical Board he/she shall present himself/herself for examination at the place and time instructed and if he/she fails to do so he/she will render himself/herself liable to disciplinary action.

**Article 15 - Annual Leave**

- 15.1 Annual leave shall be calculated and granted in accordance with the regulations governing Non-Teaching Support Staff of the College.

<b>Years of Service</b>	<b>NTSS/Daily Paid Workers</b>
1-3	16 working days
4-7	21 working days
8-10	25 working days
Over 10 years	30 working days

- 15.2 **Leave Pay** – An employee whose leave has been approved, may be granted his/her emoluments in advance, for the whole or part of the period of approved leave if the employee concerned so requests.
- 15.3 **Leave Without Pay** – May be granted in exceptional cases, entirely at the discretion of the Employer. Leave of Absence without pay shall not normally exceed one year.

## **Article 16 - Special Leave and Time off**

The Principal subject to the exigencies and procedures of the College shall grant Special Leave with pay to an employee for the purpose of settling matters of an educational, urgent and private nature. Such leave shall not exceed 12 working days.

## **Article 17 - Funeral/ Compassionate Leave**

- 17.1 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 or close relatives.
- 17.2 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.
- 17.3 Employees requesting Funeral/Compassionate Leave should seek approval from the Principal.
  - (a) 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.
  - (b) 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.
- 17.4 Employees may be granted time off to attend the funeral of a relative/friend other than a close relative.

## **Article 18- Job Selection**

The Employer shall immediately notify the Union in writing and post notices of vacant and new posts on all bulletin boards as soon as possible and/or circulate such notices to all staff for a minimum of one (1) week, so as to acquaint all employees of the College with such vacancy or new position. The notice shall contain a job description of the post and the scale pay where applicable.

## **Article 19 - Criteria for Promotion or Upgrading**

- 19.1 The Employer agrees that in principle the criteria for promotion shall be based on performance, qualifications, potential and seniority.
- 19.2 The Employer agrees that where opportunities are available for upgrading within the existing structure, employees who meet the criteria in 19.1 shall be considered for such

upward mobility. Where levels of qualifications are equivalent, the selection of the employee to be upgraded shall be based on job performance and seniority.

#### **Article 20 - Probation**

- 20.1 In effecting appointments, promotions or transfers, an employee may be required to serve a period of probation for a period not exceeding three (3) months in the case of Junior Staff and six (6) months, for Senior Staff, effective from the dates of first entering into employment.
- 20.2 Notwithstanding (20.1) above, the Employer may, in exceptional circumstances, extend probation to a period not exceeding twelve (12) months.
- 20.3 In either of the cases (20.1 and 20.2), the Employer will be required to conduct an evaluation of the employee's performance before an appointment is made.
- 20.4 The Employee shall be issued with an appointment letter which outlines the terms and conditions of employment accompanied by the job description of the position.
- 20.5 The terms and conditions for extending the probationary period shall be clearly defined.

#### **Article 21 - Subsistence Allowance**

Subsistence Allowance shall be paid to employees who are required to leave their work station on official business. The rate of this allowance shall be \$30.00 per every six (6) hour block.

#### **Article 22 - Meal Allowance**

- 22.1 The Employer agrees that non-shift employees who are required to work continuously for a period of more than 10 hours shall be paid a meal allowance of twenty five (\$25.00).
- 22.2 In circumstances where an employee is required to work during his/her lunch hour but cannot defer the lunch hour, the Employer shall provide a hot meal or compensation equivalent to the cost of a hot meal.
- 22.3 Compensation will only be awarded as provided for in 22.1 and 22.2, if the employee is authorized to work by the Head of Department or immediate supervisor.

#### **Article 23 - Travelling Allowance**

- 23.1 An Employee required by the Employer to maintain a vehicle for the performance of his/her duties shall receive a monthly basic traveling allowance in accordance with the rates currently paid by Government. A mileage allowance shall also be paid in accordance with the government's approved rate and ceiling.

23.2 In cases where the employee is not required to maintain a vehicle for the performance of his/her duties but is required to travel on official business, a mileage allowance shall be paid in accordance with the government's approved rate and ceiling.

**Article 24 - Drivers Licenses**

The Employer agrees to pay the annual driver's license of those employees who have been mandated to drive the institution's vehicles.

**Article 25 - Uniforms**

The Employer agrees to provide two sets of uniforms and two pairs of shoes per year to employees as indicated in the table below:

<b>POSITION</b>	<b>U N I F O R M S</b>	<b>S H O E S</b>	<b>B O O T S</b>	<b>B E L T S</b>	<b>R A I N C O A T S</b>	<b>C U T L A S S</b>	<b>O V E R A L L S</b>	<b>G L O V E S</b>	<b>U M B R E L L A</b>	<b>D U S T M A S K S</b>
<b>SECURITY OFFICERS</b>	*	*		*						
<b>WORKSHOP TECHNICIANS</b>		*								
<b>MAINTENANCE TECHNICIANS</b>		*								
<b>DRIVERS</b>	*									
<b>OFFICE ATTENDANTS</b>	*	*							*	
<b>CLEANERS</b>	*	*								
<b>GROUNDSMEN</b>		*								
<b>FARM WORKERS</b>			*		*	*	*	*		
<b>IT TECHNICIANS</b>		*					*			*
<b>BAG BAY ATTENDANT</b>	*	*								



## **Article 26 - Kitchenette/ Restroom and Other Facilities**

The Employer agrees to establish a kitchenette with necessary utensils and appliances.

## **Article 27 - Personal Files**

27.1 The Employer agrees that no adverse report shall be entered in any staff member's personal file or elsewhere without his/her prior knowledge. Further, a copy of every report shall be made available to the staff member.

27.2 Suitable arrangements will be made by the Employer to facilitate such access.

## **Article 28 - Employer's Liability**

28.1 The Employer agrees to make arrangements for establishing a scheme of insurance coverage for all employees who may, during or arising out of the performance of their duties, suffer any injuries or fatalities.

28.2 The Employer shall not be liable to pay the cost of medical for any employee who sustained an injury as a result of the employee's negligence or failure to use or wear the protective clothing issued by the Employer.

## **Article 29 - Health and Safety Procedures**

29.1 The Employer agrees to comply with the provisions of the Labour Act of Saint Lucia, No. 37 of 2006.

29.2 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.

29.3 Protective clothing and equipment shall be provided by the Employer whenever it is necessary by reason of hazards of the process or the environment encountered in a manner which is likely to cause injury or impairment to the employees.

29.4 The Employer and the Union shall assess the workplace to determine the hazards present or likely to be present which necessitate the use of protective clothing.

29.5 The following employees are entitled to free annual medical examination at state-owned institutions: farm employees, cleaners, plumbers, grounds men and lab technicians.

### **Article 30 - Protective Clothing and Equipment**

- 30.1 In keeping with the provisions of the Labour Act of Saint Lucia, No. 37 of 2006, the Employer agrees to provide protective clothing and equipment to employees who, by the nature of their job, require such clothing and equipment.
- 30.2 The Employer agrees to provide anti-glare screens for the use of employees required to work with visual display units.

### **Article 31 - Improved Conditions**

#### **31.1 Cleaners**

The Employer agrees to provide improved conditions for cleaners in accordance with the following:

- (a) The Employer agrees to provide a laundry allowance in the amount of EC\$30.00 monthly to cleaners.
- (b) The Employer agrees to provide improved working gear and material to facilitate the work of cleaners.

#### **31.2 Security Officers**

- (a) Overtime/Double Time

The Employer agrees to pay overtime to security officers who are required to work on Sundays and designated Public Holidays, and that the overtime rate to be applied for working on Sundays and designated Public Holidays shall be double time.

- (b) Night Allowance

The Employer agrees to pay a night allowance to security officers who are required to work on the 11pm-6am shift.

The Employer further agrees that the Night Allowance will be paid as follows:

11pm-6am - Additional EC\$3.00 per hour

### **Article 32 - Transportation**

The Employer agrees to compensate employees who are required to work late on evenings and on Saturdays, and who have to find their way to the designated bus stop because of the unavailability of the designated bus.

## **Article 33 – Salaries**

33.1 The salary rates for the period April 1, 2013 to March 31, 2016 are as follows:

- Year 1 (April 1<sup>st</sup>, 2013 to March 31<sup>st</sup>, 2014): 0%
- Year 2 (April 1<sup>st</sup>, 2014 to March 31<sup>st</sup>, 2015): 0%
- Year 3 (April 1<sup>st</sup>, 2015 to March 31<sup>st</sup>, 2016): 0%

## **Article 34 - Pension and Gratuity**

### **34.1 Pensionable Staff**

Payment of pension and gratuity to pensionable staff on permanent establishment shall be in accordance with the provisions of the Pensions Act (Chapter 15.26) of the Revised Laws of Saint Lucia 2005).

### **34.2 Non-Pensionable Staff**

Payment of pensions to non-pensionable staff shall be through NIC in accordance with the NIC regulations.

#### **(A) Payment Conditions for Gratuity**

- That the period of employment in all cases should be at least ten (10) years of continuous service; or
- The employee is too ill to work and has submitted to the College a doctor's diagnostic report stating same; or
- The employee has attained the retirement age of fifty five (55) years; or
- Upon voluntary retirement after ten (10) years of continuous service; or
- The employee is made redundant or retrenched; or
- The employee is dismissed after (10) years of continuous service; other than
  - (i) where an employee is guilty of misconduct whether in the course of his duties or not Inconsistent with the fulfillment of the express or implied conditions of his contract of service;
  - (ii) for willful disobedience of lawful orders given by the employer;
  - (iii) for repeated substantial neglect of his duties;
  - (iv) for absence from work without the permission of the Employer or

without reasonable excuse;

(v) for lack of skill which the employee expressly or by implication warrants himself to possess;

- the employee dies, after ten (10) years of continuous service, in which case the monies will be paid to his/her heirs; or
- any other cause that in the opinion of the College's Board of Governors deserves favourable consideration.

**(B) Formula**

The formula for calculating gratuity shall be:

$$\frac{\text{Terminal Annual Salary} \times \text{completed No. of Months of Service} \times 0.25}{15}$$

-----  
480

With a ceiling of 320 months being placed on the completed number of months' component of the formula.

**(C) Effective Date**

Subject to its exigencies, the College shall effect full payment of gratuity within ninety (90) days from the effective date of retirement of the Officer.

**Article 35- Disciplinary Procedure**

35.1 Where the Employer contemplates disciplinary action against an employee in relation to minor offenses the following procedure shall apply:

- (a) Verbal warning to the employee(s).
- (b) Where the Employer or his authorized agent deems it necessary to take further action against an employee after having given the employee a warning as in (a) above he/she shall give the employee a written warning.
- (c) If after a written warning as aforesaid shall have been given an employee fails to improve his/her conduct the Employer reserves the right to take appropriate action.
- (d) Unless the above procedure is followed no record of an employee's misconduct or lack of performance shall be entered in the employee's personal files.

- 35.2 Where the Employer contemplates disciplinary action against an employee in relation to major offenses this shall be in accordance with the College's Regulations.
- 35.3 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 defense;
  - (e) The right to be informed in writing of decisions reached and the reason for them.

### **Article 36 - Grievance Procedure**

This Article provides the procedure for dealing with complaints, conflicts and differences between the Employer and employees over **rights** and **interests** during the employment relationship.

- 36.1 Any employee (or group of employees) alleging that a violation or deprivation of rights or interests has occurred between that employee, another employee (or group of employees) and the Employer, shall be afforded an opportunity to be heard.
- 36.2 When any grievance/dispute arises, it shall be **settled as promptly as possible** in the following manner;
- (a) The complaint, conflict or difference shall **first** be discussed by the affected employee(s) **with the Head of Department** who shall **promptly** seek to settle the issue(s). If the head of department is a party to the dispute, the grievance should be brought to the attention of the next senior official within the Division/Unit/Department.  
  
The aggrieved employee(s) reserve(s) the **right to be accompanied by a shop steward or trade union official at any stage** of the grievance procedure to have the matter(s) resolved.
  - (b) If no satisfactory settlement is reached at (a) above, the aggrieved shall refer the matter(s) to the Human Resource Manager who shall do everything within his/her authority to bring settlement to the dispute **as soon as possible**.

- (c) If no satisfactory resolution is reached at (b) above, the matter(s) shall be referred to the **Principal** who shall meet **soon after being notified** with the view to reaching a mutually acceptable settlement.
- (d) If no settlement is reached at (c) above, the matter (s) shall be referred to the Board of Governors **for conciliation**.
- (e) If no satisfactory resolution is reached at (d) above, the parties must agree to have matter(s) referred to the Labour Commissioner for **mediation**.
- (f) If no settlement is reached at mediation as set out in (e) above, the parties must agree to refer their dispute to the Tribunal as provided for in Part III, Division I, Subsection (388) of the Labour Act of Saint Lucia, and No.37 of 2006.

36.3 Every effort shall be made to complete steps (a) to (c) above within the shortest possible time but **not to exceed six (6) weeks**.

#### **Article 37 - Implementation and Benefits**

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess shall continue to be enjoyed in so far as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

#### **Article 38 - Annual Eye Checks / Computer Users**

The Employer agrees to provide annual eye checks at state-owned institutions for employees who are required to use computers on a continuous basis.

#### **Article 39 - Productivity Incentive Scheme**

The Employer and the Union agree to jointly develop a new productivity Incentive Scheme by March 31, 2013.

## SCHEDULE 1

**Non-Teaching & Administrative Staff (The term support staff is also applied to workers within this group)**

Receptionist  
Clerk Typist  
Clerk  
Secretary  
Accounts Clerk  
Laboratory Assistant  
Library Assistant  
Assistant Accountant  
Administrative Secretary  
Administrative Assistant  
Senior Assistant Accountant  
Senior Laboratory Technician  
Assistant Librarian  
Farm Technical Officer  
Senior Administrative Assistant  
Accountant  
Laboratory Supervisor  
Senior Assistant Librarian  
Driver  
Office Assistant  
Head Housekeeping  
Housekeeping Supervisor  
IT Technician  
Storekeeper  
Procurement Officer

**Daily Paid & Hourly Paid Workers refers to:**

Office Attendants  
Security Officers  
Maintenance Workers  
Farm Workers  
Cleaners  
Groundsmen  
Bag Bay Attendant

SIGNED ON BEHALF OF THE  
SAINT LUCIA CIVIL SERVICE  
OF ASSOCIATION

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

*plain*  
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*[Handwritten signature]*  
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WITNESSED BY .....

*[Handwritten signature]*

LABOUR COMMISSIONER 18 2017



DATED THIS ..... DAY OF ..... 2017

*18<sup>th</sup>*

*May*

*[Handwritten mark]*

