



COLLECTIVE AGREEMENT

BETWEEN

THE GOVERNMENT OF SAINT LUCIA

&



**THE ST. LUCIA POLICE WELFARE
ASSOCIATION**

April 01, 2013 ~ March 31, 2016

AGREEMENT

BETWEEN

THE GOVERNMENT OF SAINT LUCIA

(Hereinafter referred to as the Employer)

AND

THE ST. LUCIA POLICE WELFARE ASSOCIATION

(Hereinafter referred to as the Association)

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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 **1st April 2013 to 31st March 2016** unless revised by mutual consent, and shall continue in force until renegotiated.
- (b) In the event that either party desires 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

- 2.1 The parties hereby agree to cooperate fully in an endeavor 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 increasing efficiency and productivity.
 - (d) Elimination of negative attitude to work and 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'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

Under normal circumstances time off to attend to urgent private matters should be taken from accumulated leave, but in extra-ordinary circumstances, where there is no accumulated leave, the Employer may agree to give time off not exceeding five (5) working 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 including 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) working days of paid leave following the birth of his child.

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.

(ii) 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 in no less than fourteen (14) days after the employee has applied for an intent to adopt or a court order from the Department of Human Services or an authorized agency.

15.2 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.

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 with pay shall be granted to an employee on the death of a close relative to attend or to make arrangements for the funeral locally.
 - (ii) Where an employee has to attend a funeral of a close relative overseas he/she may be granted up to seven (7) working days of paid leave.
- 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 dollar (**\$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 twenty percent (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 BANDSMAN ALLOWANCE

A special allowance of fifty dollars (**\$50.00**) per month shall be paid to members of the Royal St. Lucia Police Band who use 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 in accordance with the Protective Service (Compensation) Act No. 31 of 2006.
- 33.2 The Employer agrees in collaboration with the Saint. Lucia Police Welfare Association, to review options for meeting its legal obligations for the provision of free

medical care including insurance coverage for police officers.

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 good 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.
- (i) A Safety, Health and Environment Committee shall be established and comprised of two (2) representatives appointed by the Association, one (1) representative appointed by the Ministry of Home Affairs and one representative appointed by the Commissioner of Police.

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-five dollars (\$25.00) shall be paid to an employee who:

- is authorized to work through their lunch hour, and or
- is required to work overtime beyond their stipulated hours.

37.2 The Employer shall pay a breakfast allowance of eighteen dollars (\$18.00) 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 hundred dollars (\$500.00) 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 hundred dollars (\$300.00)

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:

RANK	GRADE
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 salary rates for the period shall be as follows:

1st April 2013 – 31st March 2014 - 0%

1st April 2014 – 31st March 2015 - 0%

1st April 2015 – 31st March 2016 - 0%

Article 43 –REVIEW OF POLICE ACT

The Employer in consultation with the Police Welfare Association agrees to review and amend the Police Act.

Article 44 - EX-GRATIA

- 44.1 An ex-gratia shall be paid to a Special Police Constable who has attained the age of retirement in accordance with the National Insurance Corporation and has been employed for a minimum of nine (9) years;
- 44.2 A Special Police Constable who has worked in excess of nine (9) years but below fifteen (15) years shall receive an ex-gratia of six thousand dollars (\$6000.00);
- 44.3 A Special Police Constable who has provided continuous service for a minimum of fifteen (15) years shall receive an ex-gratia of eight thousand dollars (\$8000.00); and
- 44.4 A Special Police Constable who has retired from the Royal Saint Lucia Police Force on medical grounds and who has not attained the retirement age in accordance with the conditions established by the National Insurance Corporation Act and Regulations but has provided continuous service for a minimum of nine (9) years or fifteen (15) years respectively shall receive an ex-gratia award.

Article 45 - 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 SAINT LUCIA

SIGNED ON BEHALF OF THE
SAINT LUCIA POLICE
WELFARE ASSOCIATION

Chairman (GNT)

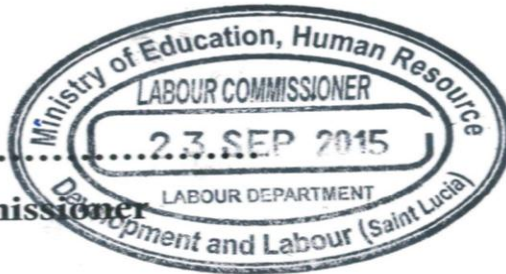
President

Member (GNT)

Secretary

Witnessed by:

Labour Commissioner



DATED THIS 23rd DAY OF September 2015

