



Collective Agreement  
Between the  
Government of Saint Lucia  
and the  
Saint Lucia Medical and  
Dental Association



April 01, 2022 to March 31, 2025

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AGREEMENT

BETWEEN

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

AND

THE ST. LUCIA MEDICAL AND DENTAL ASSOCIATION  
(Hereinafter referred to as the Association)

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## **PREAMBLE**

Whereas the Employer recognizes the significant role the health sector plays in the overall wellbeing of the country and its citizens and the vital importance of having and maintaining well trained, skilled, motivated and committed medical/dental practitioners participating in and contributing to the sector.

The Employer remains committed to achieving its goal of Universal Health Care at different locations within the country by providing a high quality of primary, secondary and tertiary health care, through funding, equipping, supplying and adequately staffing the same.

## **ARTICLE 1 - INTENT AND PURPOSE OF AGREEMENT**

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

## **ARTICLE 2 - PERIOD OF AGREEMENT**

- 2.1 This Agreement shall take effect from 1<sup>st</sup> April, 2022 to 31<sup>st</sup> March, 2025 unless revised by mutual consent, and shall continue in force until renegotiated.
- 2.2 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.
- 2.3 Upon receipt of notice for revision there shall be a joint meeting between representatives of both parties within thirty (30) days of the receipt of such

notices for the purpose of discussion of the proposed amendment.

### **ARTICLE 3 - IMPLEMENTATION OF THE COLLECTIVE AGREEMENT**

- 3.1 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.
- 3.2 This shall apply to all clauses of the Agreement except those for which there are prescribed times.

### **ARTICLE 4 - RECOGNITION OF REPRESENTATION BY THE ASSOCIATION**

#### **Bargaining Unit**

- 4.1 The Employer recognises the Association as the sole representative and collective bargaining agent for Medical and Dental Practitioners as defined in the Health Practitioner's Act Cap. 11.06, Revised Laws of Saint Lucia whether permanent, part-time, temporary or casual and herein agrees to negotiate with the Association or any of its authorised Committees.
- 4.2 The Employer agrees that there shall be no discrimination by reason of race, creed, colour, national origin, political or religious affiliation, gender, family relationship, place of residence, with respect to any Employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, dismissal or otherwise. Nothing in this Agreement shall be construed to preclude the Employer from giving priority to Saint Lucians in the employment of workers.

### **ARTICLE 5 - EFFICIENCY AND PRODUCTIVITY**

- 5.1 The parties hereby agree to co-operate fully in an endeavour to achieve the following objectives in the Medical and Dental Service.
  - (a) Increase efficiency and productivity;
  - (b) Elimination of waste of resources;
  - (c) Elimination of conditions of work inimical to increased efficiency and productivity; and

- (d) Elimination of negative attitude to work and development of proper work ethics.
- 5.2 In pursuit of this endeavour, representatives of the Employer and the Association will meet every three months to identify areas where improvement can be effected and appropriate corrective measures taken, to achieve the aforesaid objectives. In this case representatives of the Employer would be the officials from the Ministry of Health. In addition, extra-ordinary meetings may be summoned by either party when the need arises.

#### **ARTICLE 6 – ASSOCIATION'S MEMBERSHIP**

- 6.1 The Employer shall deduct from the salary of every employee who is a member of the Association on his/her written authorization, any dues stipulated by the Association.
- 6.2 Deductions shall cease when the authorization is cancelled in writing by the employee concerned and copied to the President of the Association. Such cancellation shall not take effect until the expiration of fifteen (15) days thereafter.
- 6.3 The total amount deducted as stipulated in 6.1 above shall be remitted monthly to the Association by the Employer.
- 6.4 The Association agrees to indemnify and save the Employer harmless from all claims, actions or suits arising from the above sub-clauses.

#### **ARTICLE 7 - ASSOCIATION RIGHTS, SECURITY AND FUNCTIONS**

- 7.1 Within the limits of the laws of Saint Lucia and this Agreement, the Association will have the right to exercise the functions of a Trade Union.
- 7.2 It is agreed that the Association shall be represented by at least one of its representatives on all committees which may be set up by the Employer, provided that such Committees are of a medical or dental nature.
- 7.3 The Association shall keep the Employer informed of the names of the officers and committee members representing the employees. The Employer agrees to recognise the Committee Members or any other authorised representatives of the Association.

- 7.4 The Employer agrees that special time off duty may be granted by the Permanent Secretary, Chief Medical Officer or his/her delegate for officers, Shop Stewards or officials to attend to matters directly affecting the Association's members but provided that reasonable notice is given and that the Employer's business is not adversely affected. Official admittance to any work place is to be allowed during working hours, to investigate specific complaints from employees provided that a mutually accepted time is arranged with the Permanent Secretary.
- 7.5 The Employer agrees to award the President or Vice President and Secretary each one (1) day off monthly to attend to the business of the Association.

#### **ARTICLE 8 – EMPLOYER'S RIGHTS AND FUNCTIONS**

- 8.1 The Association recognises that it is the right of the Employer to exercise the regular and customary functions of management to direct the workforce 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 of Health affecting the professional conduct of Employees.
- 8.2 These rights shall be construed within the limits of the Constitution, the Laws of the State and the Collective Agreement.

#### **ARTICLE 9 – CONSULTATION**

- 9.1 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 Association, and to provide a procedure for the avoidance and settlement of disputes, the Government/Ministry of Health and the Association agree to engage each other in consultation on matters, which, in the opinion of the parties, may impact on the employees' welfare.

#### **ARTICLE 10 – PERSONAL FILES**

- 10.1 The Employer agrees that the employee must be allowed to exercise his/her right to peruse any document before it is placed in the Employee's personal file.

- 10.2 No adverse entry shall be made in an Employee's personal file without his/her knowledge. Employees shall have the right to object in writing or challenge any document placed in his/her personal file unknown to him/her.
- 10.3 The Employer agrees that the employee's personal file shall be maintained in accordance with the Staff Orders for the Public Service of Saint Lucia.
- 10.4 Appraisals shall be discussed with the Employee concerned and he/she shall have an opportunity to comment before it is submitted to the Permanent Secretary.

#### **ARTICLE 11 – OCCUPATIONAL HEALTH AND SAFETY**

The Association and the Employer shall comply with the provisions of the Labour Act Cap. 16:04.

#### **ARTICLE 12 – HOURS OF WORK**

There are two categories of contracts, part-time and full-time.

##### **12.1 Part-Time Contract**

- (a) A Part-time contract allows for a doctor/dentist to operate a private practice. A part-time doctor/dentist within the hospital setting is expected to give a minimum of 20 working hours a week, within the hours of 8:00 a.m. and 4:00 p.m. on weekdays. On-Call/Call-Out accrues after 4:00 p.m. on weekdays and from 8:00 a.m. on weekends and public holidays.
- (b) Doctors/dentists on part-time contracts in the district setting/health institution or any place where a healthcare worker is engaged are expected to work 20 working hours. On-Call/Call-Out accrues after 4:00 p.m. on weekdays and from 8:00 a.m. on public holidays and weekends (unless scheduled to work).

##### **12.2 Full-Time Contract**

- (a) A full-time contract restricts doctors/dentists to work within their Government posts within normal working hours.



- (b) A full-time doctor/dentist is expected to work forty (40) hours per week as prescribed by Management. Thereafter On-call/Call-Out is computed.

### 12.3 General Applications

- (a) In major specialty areas in the hospital setting, allowance should be made for Consultants to work not more frequently than a 1:3 on-call rota.
- (b) In major specialty areas, in the hospital setting, allowance should be made for junior staff (House Officer to Registrar) to work not more frequently than a 1:4 duty rota.

### 12.4 Compensation for On-Call/Call-Out Duties

- (a) The Employer agrees that practitioners should be paid on-call and call-out at the following:

Position	On Call	Call Out
House Officers	\$100.00	\$170.00
Senior House Officers	\$100.00	\$180.00
Registrar Medical Surveillance Officer District Medical officer	\$100.00	\$190.00
Senior Registrar Senior Dental Surgeon Senior Medical Officers	\$100.00	\$200.00
Consultants Medical Officer of Health National Epidemiology	\$125.00	\$325.00

- (b) The Employer agrees to pay compensation for On-Call/Call-out to medical/dental practitioners at a rate of 1.50 times the stated rate, on weekends and public holidays.

- (c) The Employer agrees that a session, defined as four (4) hours of continuous clinical service/public health service, would be paid to doctors who are working within the community, Ministry of Health or when working outside of a contract in the hospital at the following rates:

Position	Rate
House Officers	\$160.00
Senior House Officers	\$170.00
Registrar/ DMO/Dental Surgeon Medical Surveillance Officer	\$175.00
Senior Registrar/Senior Dental Surgeon/ Senior Medical officer	\$180.00
Consultants Medical Officer of Health National Epidemiologist	\$185.00

#### **ARTICLE 13 – UNIFORM AND LAUNDRY ALLOWANCE**

- 13.1 The Employer agrees to pay to all medical/dental practitioners the sum of five hundred dollars (\$500.00) annually, to cover uniforms. This allowance shall be paid during the first quarter of each year.
- 13.2 The Employer agrees to pay a laundry allowance of one hundred and thirty dollars (\$130.00) monthly to all medical/dental practitioners.

#### **ARTICLE 14 – SHOE ALLOWANCE**

The Employer agrees to pay a shoe allowance of three hundred dollars (\$300.00) annually to all medical/dental practitioners.

#### **ARTICLE 15 - RISK ALLOWANCE**

The Employer agrees a risk allowance of seventy-five dollars (\$75.00) monthly will be paid to all physicians/dentists.

#### **ARTICLE 16 - TELEPHONE ALLOWANCE**

The Employer agrees to pay a telephone allowance of one hundred and fifty dollars (\$150.00) monthly to medical/dental practitioners.

## **ARTICLE 17 – PAYMENT OF GRATUITIES**

The Employer agrees to pay gratuities to physicians/dentists within ninety (90) days of the end of the contract period.

## **ARTICLE 18 - STRUCTURE OF LEAVE**

### **18.1 Vacation Leave**

- (i) The Employer agrees that all vacation leave should be calculated in working days.
- (ii) The Employer agrees that all vacation leave should be taken in the year that it is earned and within the contractual period for employees on contract.
- (iii) Vacation leave shall be in accordance with the vacation leave provisions in the medical/dental practitioner's employment contract and the Staff Orders for the Public Service of Saint Lucia.

### **18.2 Lieu Leave**

Doctors/dentists shall be given equivalent time off for working on public or designated holidays.

### **18.3 Continuing Medical Education (CME) Days**

The Employer may grant ten (10) working days annually to practitioners to participate in Continuing Medical Education activities and/or to write exams that are approved by local, regional or international accreditation bodies. Such days should not be deducted from the officer's vacation leave. The Employee must provide the Employer with the proper supporting documents and one (1) months' notice for eligibility.

### **18.4 Sick Leave**

- (i) Sick Leave shall be in accordance with the Staff Orders for the Public Service of Saint Lucia.

### **18.5 Maternity Leave**

- (i) The Employer agrees that thirteen (13) weeks maternity leave shall be granted to a medical/dental practitioner who has been employed for a minimum of twelve (12) months. Payments for such leave shall be made in accordance with NIC Regulations.
- (ii) The Employer agrees that a period of one (1) month leave without pay may be granted to an employee, upon request, on the conclusion of the maternity leave period.

### **18.6 Paternity Leave**

- (i) Male employees shall be entitled to paid paternity leave for a period of seven (7) working days following the birth of his child. The aggregate requests for paternity leave from any employee shall be once per calendar year.
- (ii) Male employees requesting Paternity Leave should seek approval from the appropriate Head of Department/Permanent Secretary.
- (iii) Paternity Leave will only be granted on application, using the prescribed form, 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.
- (iv) 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.

### **18.7 Funeral/Compassionate Leave**

- (i) 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.
- (ii) 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.
- (iii) Employees requesting Funeral/Compassionate Leave should seek

approval from the appropriate Head of Department/Permanent Secretary.

- (a) 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.
- (b) Where an employee has to attend a funeral of a close relative overseas, he/she may be granted up to seven working days of paid leave.
- (iv) Employees may be granted time off to attend the funeral of a relative/friend other than a close relative.

#### **18.8 Adoption Leave/Leave for Fostering**

- (i) 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 authorised agency.
- (ii) An employee shall be entitled to five (5) working days' adoption leave which will commence after a Court of competent jurisdiction makes an adoption order to authorize that the child be adopted by the employee.
- (iii) The Employer agrees to grant five (5) working days' leave for fostering to an employee who has been awarded a Care Order by the Courts, in accordance with the Child (Care, Protection and Adoption) Act, Chapter 4.07, Revised Laws of Saint Lucia to provide pre-adoptive care to their charges. Leave for fostering must be taken in full within one (1) week of receipt of the Care Order.
- (iii) Adoption leave and Leave for Fostering shall be in addition to vacation leave.

#### **18.9 Time Off for Urgent and Private Affairs**

Time off to attend to urgent private matters should be taken from accumulated vacation leave. Where there is no accumulated leave, the Employer may agree to give time off not exceeding seven (7) working days without loss of pay, in any one (1) year.

## **ARTICLE 19 – PROFESSIONAL DEVELOPMENT**

- 19.1 The Employer recognizes that the field of Medicine is diverse and constantly expanding, and that continuous education and training of Physicians and Dentists are mandatory to keep up with the changes. Therefore, programmes shall be made available to provide the necessary training, updating and upgrading. The Employer agrees to use its best endeavour to provide refresher courses for Physicians and Dentists in conjunction with the Medical and Dental Association.
- 19.2 The Employer agrees to pay a flat rate of seven hundred and fifty dollars (\$750.00) for consultants and five hundred dollars (\$500.00) for junior doctors/dentists annually for CME activities that are approved by local, regional or international accreditation bodies with supporting documents. The SLMDA through its CME Advisory Committee will assist SLMDC in the monitoring of the quality of CME submitted.
- 19.3 The Employer agrees to contribute a sum of fifty thousand dollars (\$50,000.00) annually to the Saint Lucia Medical and Dental Association's continuing education fund.

## **ARTICLE 20 – ACCIDENT AND EMERGENCY ALLOWANCE**

The Employer agrees to pay a monthly allowance to officers who perform Accident and Emergency functions at the national hospitals and Polyclinics at the following rate:

House Officer	-	\$ 850.00
Senior House Officer	-	\$ 950.00
Registrar	-	\$1,200.00
Senior Registrar	-	\$1,400.00
District Medical Officer	-	\$1,200.00

## **ARTICLE 21 – HOSPITAL AND MEDICAL ATTENTION**

- 21.1 The Employer agrees to provide free medical attention to medical practitioners inclusive of Interns, House Officers, Senior House Officers, Registrars/Dental Practitioners, Senior Registrars and Consultants/Senior Dental Surgeons. Free medical attention should be limited to medical services and procedures available at all public institutions.

- 21.2 Free medical attention shall include all available clinical services inclusive of, but not restricted to, surgical, medical, ophthalmic and dental services, and all ancillary services, inclusive of, but not restricted to, pharmacy, radiology and laboratory services.

## **ARTICLE 22 – SALARY RATES**

April 01, 2022 to March 31, 2023	-	2%
April 01, 2023 to March 31, 2024	-	2%
April 01, 2024 to March 31, 2025	-	2%

## **ARTICLE 23 – GRIEVANCE PROCEDURE**

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

- 23.1 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.

- 23.2 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 immediate or principal supervisor who shall promptly seek to settle the issue(s). If the immediate or principal supervisor is a party to the dispute, the grievance should be brought to the attention of the next senior official within the Section/Division/Unit/Department/Ministry.

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 Head of the Section/Division/Unit/Department/Ministry, 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 Permanent Secretary, Department of the Public Service 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, either party to the dispute may request the intervention of the Labour Commissioner, for conciliation.
- (e) If no satisfactory resolution is reached at (d) above, the parties may agree to have the matter(s) referred to the Minister responsible for Labour 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, Chapter 16.04.

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

If the grievance/dispute occurs within the Department of Labour, every effort shall be made to settle the matter(s) up to step (c) above.



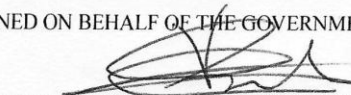
## APPENDIX A

HOUSE OFFICER:	A fully registered doctor.
SENIOR HOUSE OFFICER:	A fully registered doctor with work experience as a House Officer.
REGISTRAR/ DENTAL PRACTITIONER:	A registered Medical/Dental Practitioner who has embarked on a recognized post-graduate training programme with evidence of successful completion of at least one component of that programme or has been determined to have sufficient experience to hold said post.
DISTRICT MEDICAL OFFICER (DMO):	A registered Medical Practitioner with at least two (2) years post internship hospital experience who has embarked on a recognized post graduate training programme with evidence of successful completion of at least one component of that programme or has been determined to have sufficient experience to hold said post.
SENIOR REGISTRAR/ SENIOR DENTAL SURGEON:	A registered Medical/Dental Practitioner who has successfully completed a post-graduate training programme and is qualified to be a Consultant but lacks either experience, or for whom a Consultant post is not available.
SENIOR MEDICAL OFFICER/ MEDICAL SURVEILLANCE OFFICER:	A registered Medical Practitioner who has successfully completed a post graduate training programme and has been determined to have sufficient experience to hold said post.
JUNIOR DOCTOR:	Includes House Officers, Senior House Officers, Registrars and Senior Registrars.

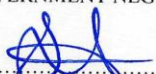
CONSULTANT/SPECIALIST/  
NATIONAL EPIDEMIOLOGIST/  
MEDICAL OFFICER OF HEALTH:

A registered Medical Practitioner who has successfully completed a Post-graduate Training programme and has sufficient experience to hold an independent position in the medical service.

SIGNED ON BEHALF OF THE GOVERNMENT OF SAINT LUCIA



.....  
VERN GILL (MR.)  
CHAIRMAN  
GOVERNMENT NEGOTIATING TEAM

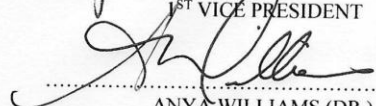


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S. SUE-ANN EMMANUEL (MS.)  
SECRETARY  
GOVERNMENT NEGOTIATING TEAM


SIGNED ON BEHALF OF THE SAINT LUCIA MEDICAL AND DENTAL  
ASSOCIATION



.....  
DIANNE FERDINAND-WALCOTT (DR.)  
1<sup>ST</sup> VICE PRESIDENT



.....  
ANYA WILLIAMS (DR.)  
ASSITANT SECRETARY

WITNESSED BY:  .....

JOSEPH JOSEPH (MR.)  
LABOUR COMMISSIONER

DATED THIS: 16..... DAY OF JUNE 2025