



COLLECTIVE AGREEMENT

BETWEEN

THE GOVERNMENT OF SAINT LUCIA

&



SAINT LUCIA FIRE SERVICE ASSOCIATION

April 01, 2019 to March 31, 2022

AGREEMENT

BETWEEN

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

AND

THE SAINT LUCIA FIRE SERVICE 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 Fire Service.

In furtherance of this purpose, the Employer and the Association both acknowledge and agree to honour and recognise 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 2019 to 31st March 2022 unless revised by mutual consent, and shall continue in force until renegotiated.
- (b) In the event of either party desiring to revise this Agreement, three (3) months notice shall be given in writing. Where such notice relates to revision of the terms of this Agreement, the proposed amendments shall not in any circumstances 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) 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.

3 IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

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.

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

Article 1 - RECOGNITION OF REPRESENTATION BY THE ASSOCIATION

Bargaining Unit

- 1.1 The Employer recognizes the Association as the sole representative and collective bargaining agent for all members of the Fire Service with the exception of the Chief Fire Officer (in accordance with Section 35 of the Fire Service Act, Chapter 14.04 of the Revised Laws of Saint Lucia 2008) whether permanent, or temporary, and herein agrees to negotiate with the Association or any of its authorized Committees.
- 1.2 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 matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, dismissal or otherwise, in accordance with the Part V, Labour Act, Cap 16.04 of the Revised Laws of Saint Lucia 2001.
- 1.3 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 undertake to co-operate fully in an endeavour to achieve the following objectives in the Fire Service.
 - (a) Increase efficiency and productivity.
 - (b) Elimination of waste of resources.
 - (c) Elimination of conditions of work inimical to increase efficiency and productivity.
 - (d) Elimination of negative attitude to work and development of proper work ethics.
- 2.2 In pursuit of this endeavour, 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 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 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 recognise the committee members or any authorised 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 members but providing that reasonable notice is given and that Employers business is not adversely affected. The Employer agrees to allow the Association officials' admittance to any Section or 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.
- 4.3 The Association's Executive Committee shall convene quarterly meetings in accordance with rule 9 (1) of the Fire Service Act, Chapter 14.04 of the Revised Laws of Saint Lucia 2008. The Employer agrees to grant time off to executive members to facilitate their attendance at meetings.

Article 5- EMPLOYERS RIGHTS AND FUNCTIONS

- 5.1 The Association recognises 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 purposes (s) of their employment are fulfilled expeditiously, effectively and efficiently. The Employer agrees to copy to the Association all circulars to the Ministry of Home Affairs 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

- 6.1 In order to maintain and further the harmonious relationship between the Employer and employees there will be regular dialogue between the Association, and the-Ministry of Home Affairs 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 Fire Service.

- 6.2 The Employer agrees to convene quarterly meetings with representatives of the St. Lucia Fire Service Association, Ministry of Home Affairs and the management of the St. Lucia Fire Service, to discuss matters of interest to all parties. Extra-ordinary meetings may be requested by either party.

Article 7 - TECHNICAL INFORMATION

- 7.1 The Employer shall provide the Association on request, if available, information required by the Association such as Job Description, 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

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

Article 9 - IN-SERVICE TRAINING/GENERAL TRAINING

- 9.1 The Employer recognises 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.
- 9.3 The Employer agrees to provide study leave in accordance with the Government's Study Leave Policy for the Public Service and the fire service regulations.

Article 10 - TIME OFF FOR URGENT, PRIVATE BUSINESS

- 10.1 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 five (5) working days without loss of pay, in any one (1) year.

Article 11 - VACATION LEAVE

- 11.1 Vacation leave shall be calculated in working days: Mondays to Fridays excluding Holidays.

Article 12 - SICK LEAVE

- 12.1 Sick leave shall be granted in accordance with the Fire Service Regulations and Staff Orders for the Public Service.

Article 13 - MATERNITY LEAVE

- 13.1 The Employer agrees that thirteen (13) weeks maternity leave shall be allowed with full pay and shall be six (6) weeks before confinement, the week of confinement, and six (6) weeks after the week of confinement.
- 13.2 The employee may be allowed to proceed on vacation leave immediately on completion of maternity leave.
- 13.3 An employee shall not lose seniority on return to work.
- 13.4 Maternity leave shall be additional to vacation leave.
- 13.5 The foregoing shall apply to any female employee, regardless of age, nationality or marital status.

Article 14 - PATERNITY LEAVE

- 14.1 Male employees shall be entitled to paid paternity leave for a period of five (5) working days following the birth of his child. The aggregate requests for paternity leave from any employee shall not exceed the maximum of three (3) times for the calendar year.
- 14.2 Male employees requesting paternity leave should seek approval from the appropriate Head of Department/Permanent Secretary
- 14.3 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.
- 14.4 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 intent to adopt or a court order from the Department of Human Services or an authorised 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 relatives.

16.2 For the purpose of this article close relative includes Mother, Father, and 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 – SPECIAL LEAVE

17.1 Special Leave for urgent private affairs should be in accordance with the Fire Service Regulations.

Article 18 - LIEU LEAVE

18.1 All Officers below the rank of Assistant Divisional Officer attached to Fire Suppression and Emergency Medical Services (EMS) duties shall be awarded 13 lieu days in accordance with all public holidays observed in the State whether he/she is physically on duty or not.

Article 19 - INCOME TAX COUNSELLING

19.1 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 20 - OFFICERS ON RELOCATION

20.1 All matters relating to the relocation of fire officers shall be in accordance with the Government's Relocation Policy.

Article 21 - DUTY ALLOWANCE

21.1 Duty Allowance to be paid to all officers at a rate of four hundred and twenty dollars (\$420.00) per month.

21.2 Members of the Fire Service should only exceed his or her normal hours of duty for the following:-

1. Emergencies - Fire Call
2. National Parades
3. Guard of Honour Parade
4. Chief Fire Officer's Parade
5. Divisional Officer's Parade
6. State Funerals
7. General Meetings
8. Training
9. For any other duty in the professional judgement of the officer in charge at the time, that is necessary for the preservation of life and property.

Article 22 - LAUNDRY ALLOWANCE

22.1 Laundry Allowance shall be paid at the rate of one hundred and twenty dollars (\$120.00) per month to Officers.

Article 23 - SUBSISTENCE ALLOWANCE

23.1 The six (6) Hour Block paid to Civil Servants shall apply to the Fire Service at the same rate.

Article 24 - UNIFORM ALLOWANCE

24.1 A Uniform allowance shall be paid to all officers at and above the rank of Station Officer at the rate of one hundred and fifty dollars (\$150.00) per month.

24.2 As far as practicable, uniforms should be issued to members in accordance with the Fire Service Regulations.

Article 25 - EXCESS WORKING HOURS

25.1 Members of the Fire Service should leave duty at the time stipulated for the shift to end.

(a) Excess Working Hours Allowance shall be paid at the rate of six hundred dollars (\$600.00) per month in respect of scheduled excess working hours. This allowance shall be paid to officers up to and including the rank of Station Officer.

(b) As the strength of the Fire Service increases it is expected that the number of hours will be reduced and the appropriate modification be made to the excess working hours.

Article 26 - TELEPHONE ALLOWANCE

26.1 A telephone allowance shall be paid to all gazetted officers including Station Officers at a rate of sixty dollars (\$60.00) per month.

Article 27 - LODGING ALLOWANCE

27.1 A lodging allowance shall be paid to all officers up to the rank of Station Officer at a rate of one hundred dollars (\$100.00) per month.

Article 28 - RELOCATION ALLOWANCE

28.1 Any Fire Officer detached to conduct recruitment training shall be paid relocation allowance in accordance with the rates approved by Cabinet.

Article 29 - FINANCIAL ASSISTANCE FOR CAFF

29.1 The employer recognizes the Caribbean Association of Fire Fighters (CAFF) as a regional body representing firefighters within the Caribbean Region and agrees to make an annual financial contribution of six hundred and seventy nine dollars, and twenty three cents (\$679.23) to assist the Association with its recurrent expenditure.

Article 30 - ACTING ALLOWANCE

30.1 Where a Fire Officer has been appointed to do the duties of another Fire Officer in a higher rank who is on Vacation or Sick Leave, or on a Training Course or hospitalised, the Officer so appointed will be paid the minimum salary of the rank of the Officer whose duties he is performing, providing that such period is not less than twenty-eight (28) days.

Article 31 - PERSONAL RECORD

31.1 Personal records shall be maintained in accordance with the Fire Service Regulations and the Staff Orders.

Article 32 - PROTECTIVE CLOTHING

32.1 Every member should be equipped with appropriate protective clothing and any other form of protective equipment that may be needed for fire fighting, emergency medical services, and fire prevention and engineering purposes in accordance with the Employees (Occupational Health and Safety) Act Chapter 16.02 of the Revised Laws of St. Lucia 2001.

Article 33 - COVERAGE FOR MEMBERS

33.1 All Fire Service Personnel should have a proper Insurance coverage and the premium should be paid by Government to a recognised Insurance Company in the State.

33.2 The Employer agrees to institute a group Insurance Scheme to cover members for Death, Disability and Injury. This Insurance Scheme to cover Fire Officers will be discontinued after the establishment of a Commission as mandated by the Protective Services Compensation Act No.31 of 2006. The aforementioned Act will replace the Insurance Scheme since it is 'An Act to provide for the payment of compensation in respect of officers of the protective services who suffer injury or die in circumstances arising out of and in the course of employment with the State and for related matters.

Article 34 - BENEFITS

34.1 When a member of the Service dies as a result of an injury obtained while in the service, Government may grant to his / her legal representative a gratuity in accordance with the Pensions Act Chapter 15.26 of the Revised Laws of Saint Lucia 2005.

34.2 If a member of the Service has been injured while on duty and is incapacitated and such incapacity necessitates that his/her service be dispensed with, such a member shall be compensated in accordance Pensions Act Chapter 15.26 of the Revised Laws of Saint Lucia 2005, the National Insurance Corporation Act Chapter 16.01 of the Revised laws of Saint Lucia 2005 or the Protective Services (Compensation Act) No. 31 of 2003, whichever may be applicable at the time of his/her injury.

34.3 When a member of the Service has been injured whilst on duty all necessary medical facilities and other aid required by the member shall be provided for by Government.

34.4 The Employer agrees that personnel who lose personal items or those items become damaged while on duty, should receive replacement of such items on a case-by-case basis, when the incident arises. These items will include spectacles, shoes, etc. The replacement should be equitable in quality to what was lost.

Article 35 - TRANSPORTATION

35.1 In a case where a member has to work in excess of his normal tour of duty or is called from his home, transportation may be provided to take the member home after performing such duty.

Article 36 – NOTIFICATION OF MEETINGS

36.1 The Fire Service Association shall notify its members of a meeting after written consent for that meeting has been given by the Chief Fire Officer.

Article 37 - JOB DESCRIPTION

37.1 The Employer agrees that Job Descriptions shall be provided for the following ranks in the Fire Service:

1. Fireman
2. Leading Fireman
3. Sub Officer
4. Station Officer
5. Assistant Divisional Officer
6. Divisional Officer

Article 38 - DISCIPLINE

38.1 Discipline shall be in accordance with the rules and regulations of the Public Service Commission.

38.2 Grievance Procedure

1. This article provides the procedure for dealing with requests, complaints, conflict and differences as they may arise from time to time in the work place.
2. Any grievance as defined herein, initiated by an employee or group of employees, shall be handled in accordance with the grievance procedure.
3. A grievance is defined as a claim or dispute with the employer by an employee or employees, involving alleged violation by the employer of the terms of this agreement. When any grievance arises, there shall be no interruption of work or other violation of this agreement of any kind on account thereof, but the same shall be settled as promptly as possible in the following manner:
 - (a) The request, complaint or difference shall first be discussed by the employee or employees concerned with their Divisional Heads within forty- eight (48) hours.

- (b) After the procedure laid down in Section 3 (a) of this article has been carried out, and if no satisfactory settlement has been arrived at, the representative of the Association shall discuss the matter with the Divisional heads within forty-eight (48) hours.
 - (c) After the procedure laid down in Section 3 (b) of this article has been carried out, and if no satisfactory settlement has been arrived at, the representative of the Association shall discuss the matter with the Department head of the Ministry within forty-eight (48) hours.
 - (d) After the procedure laid down in Section 3 (c) of this article has been carried out, and if no satisfactory settlement has been arrived at, the representatives of the Association shall discuss the matter with the Permanent Secretary within forty-eight (48) hours.
 - (e) After the procedure laid down in Section 3 (d) of this article has been carried out, and if no satisfactory settlement has been arrived at, The Association shall be received by representatives of the Ministry within four (4) days. They shall meet with a view of reaching a mutually acceptable settlement.
 - (f) If no settlement of the grievance(s) is/are reached at the meeting held under Section 3 (e) of this article, either party may refer the matter(s) to the Labour Commissioner for conciliation.
 - (g) If no settlement of the grievance(s) is/are reached at the meeting held under Section 3 (f) of this article, either party may refer the matter(s) to the minister of Labour for mediation.
4. Nothing in the foregoing shall be construed to prevent the employee from presenting to the Association any grievance for disposition through the appropriate steps of the grievance procedure.
5. In no case will the employees withhold their labour or strike, indulge in go-slow, a demonstration, or organised disturbance unless the grievance procedures outlined above have been exhausted to the fullest without settlement. In like manner, the employer shall not enforce any lock-outs on its employees until the above procedures have been exhausted without settlement.

Article 39 – ILO CONVENTIONS

The Employer agrees to adhere to all ILO conventions signed by the Government of Saint Lucia.

Article 40 - MEAL ALLOWANCE

- 40.1 When a member is off duty and is called in to perform duty at the station, for a continuous period of at least five (5) hours, he or she shall be provided with meals.
- 40.2 An employee who is required to work during his/her meal hour (Breakfast, Lunch and Dinner) or a double shift shall be paid a meal allowance in accordance with the rates approved by Cabinet.

Article 41 - ADVANCES - SALARIES

- 41.1 Advances shall be given to members in accordance with the conditions laid down in the Staff Orders for the Public Service of Saint Lucia.

Article 42 - KITCHEN FACILITIES

- 42.1 The employer agrees to provide all that is necessary for the maintenance of a kitchen facility for culinary provisions.

Article 43 - SALARY RATES

The salary rates for the period shall be as follows:

- April 1, 2019 to March 31, 2020 – 1%
- April 1, 2020 to March 31, 2021 – 1%
- April 1, 2021 to March 31, 2022 – 2%

Article 44 - LABOUR MANAGEMENT COMMITTEE

- 44.1 A Labour Management Committee to be known as ‘the Committee’ on Industrial relations in the Public Service (C.I.R.P.S.) shall be established consisting of three (3) representatives of the Association and three (3) representatives of the Employer.

The Committee shall enjoy the full support of both parties in the interest of improved service to the public and job securities for employees. Decision of this Committee shall be arrived at by consensus and shall bind both parties after ratification by Cabinet.

- 44.2 The Committee shall comprise of:
- (a) The Permanent Secretary, Ministry of the Public Service, Information and Broadcasting or his representative
 - (b) The Permanent Secretary, Ministry of Home Affairs and National Security or a representative

- (c) The Chief Fire Officer
- (d) Three Representatives of the Association

44.3 The Committee shall concern itself with the following matters:

- (a) Proposals and suggestions related to the work of the Employer so that better relations shall exist between the Employer and the employees so that the work of the employer may be effectively discharged.
- (b) Improving and extending services to the Public.
- (c) Reviewing suggestions for Employees, relating to questions of working conditions and services, excluding matters, which are the responsibility of the Public Service Commission and Public Service Board of Appeal.
- (d) Resolving grievances and misunderstandings.

44.4 Meetings of C.I.R.P.S. shall be held at least once every quarter.

Emergency meetings shall be summoned by either party, providing that seven (7) days' notice is given.

Article 45 - PENSIONS FEASIBILITY STUDY

45.1 The Employer agrees that within six (6) months of the signing of the Collective Agreement to conduct a feasibility study for the Fire Service and to revise the Pensions (Amendment) Act No. 19 of 2003, as it relates to the duties of Fire Officers.

Article 46 - BENCHMARK QUALIFICATIONS

46.1 The Employer agrees to institute a benchmark qualifications system within the department to assist with promotion of the various ranks from Fireman to Station Officer.

Article 47 - DETACHMENT

47.1 One member of the Association should be detached from normal duties in order to look after Association's matters on a fulltime basis.

Article 48 - TIME OFF FOR EDUCATIONAL ADVANCEMENT

48.1 Employees enrolled in part time courses/programmes directly related to the duties of the St. Lucia Fire and Emergency Services may be given time off to attend classes and completion of exams.

Article 49 - REPRESENTATION ON COMMITTEES

49.1 The necessary arrangements shall be made to have the Fire Service Association represented on the following committees set up by the employer:

- (a) Training Committee
- (b) Any other committee which may be set up from time to time and which directly concerns members of the Fire Service Association.

Article 50 HIGH RISK ALLOWANCE

50.1 A high risk allowance of seventy-five dollars (\$75.00) shall be paid to firefighters monthly.

Article 51 HONORARIUM

51.1 Honorarium shall be paid in accordance with the Government's Honorarium policy.

Article 52 MEAL BREAKS

52.1 Officers assigned the duties of Control Room Attendant (CRA) between the hours of 0500 – 0900 hrs and 1700 – 2100 hrs shall be provided with a meal break as follows:

Breakfast break – 30 minutes
Dinner break – 30 minutes

52.2 In an event where an employee is required to work an eight (8) hour CRA shift, a one (1) hour lunch break shall be provided.

SIGNED ON BEHALF OF THE GOVERNMENT OF SAINT LUCIA

.....
VERN GILL
CHAIRMAN (GNT)

.....
PEGGY ANN SOUDATT
MEMBER (GNT)

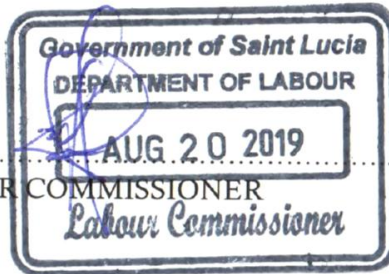
SIGNED ON BEHALF OF THE ST. LUCIA FIRE SERVICE ASSOCIATION

.....
ALYN ROSERIE
CHAIRMAN

.....
SHANE FELIX
IMMEDIATE PAST CHAIRMAN

WITNESSED BY:

LABOUR COMMISSIONER



DATED THIS: 20th DAY OF August 2019