



# **COLLECTIVE AGREEMENT**

Between

**THE GOVERNMENT OF  
SAINT LUCIA**



**SAINT LUCIA MEDICAL  
AND DENTAL ASSOCIATION**

**April 01, 2019 ~ March 31, 2022**

**AGREEMENT**

**BETWEEN**

**THE GOVERNMENT OF ST. 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 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**

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.

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, 2019 to 31<sup>st</sup> March, 2022 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 recognizes 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 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.

## **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'S 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 officers on all committees which may be set up by 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 officials and committee members representing the employees. The Employer agrees to recognise the Committee Members or any other authorized 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 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 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 recognizes 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.
- 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**

- 11.1 The Association and the Employer shall comply with the provisions of the Labour Cap. 16.04.

#### **Article 12 – HOURS OF WORK**

There are two categories of contract, i.e., part-time and full-time.

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

- (a) A Part-time contract allows for doctors/dentists 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 on part-time contract in the district setting 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 to working within their Government posts within normal working hours.



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

**12.3 General Application**

- (a) In major specialty areas in the hospital setting, allowance should be made for Consultants to work not more frequently than 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:

<b>Position</b>	<b>On Call</b>	<b>Call Out</b>
<b>House Officers</b>	<b>\$75.00</b>	<b>\$145.00</b>
<b>Senior House Officers</b>	<b>\$75.00</b>	<b>\$155.00</b>
<b>Registrar</b>	<b>\$75.00</b>	<b>\$165.00</b>
<b>Senior Registrar</b>	<b>\$75.00</b>	<b>\$175.00</b>
<b>Consultants</b>	<b>\$100.00</b>	<b>\$300.00</b>

- (b) The Employer agrees to pay compensation for On-Call/Call-Out to medical/dental practitioners at a rate of 1.25 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, would be paid to doctors who are working within the community or when working outside of a contract in the hospital at the following rates:

<b>Position</b>	<b>Current Rate</b>
House Officers	\$135.00
Senior House Officers	\$145.00
Registrar/ DMO	\$150.00
Senior Registrar	\$155.00
Consultants	\$160.00

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

- 13.1 The employer agrees to pay to medical/dental practitioners the sum of two hundred and fifty dollars (\$250.00) annually, to cover uniforms.
- 13.2 The Employer agrees to pay a laundry allowance of sixty dollars (\$60.00) monthly to all medical/dental practitioners.

## **Article 14 - STRUCTURE OF LEAVE FROM WORK**

### **14.1 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 which 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 practitioner's employment contract and the Staff Orders for the Public Service.

### **14.2 Lieu Leave**

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

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

The Employer may grant seven (7) working days annually to practitioners to participate in Continuing Medical Education activities 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.

### **14.4 Sick Leave**

Sick Leave shall be in accordance with the Staff Orders for the Public Service.

### **14.5 Maternity Leave**

The Employer agrees that thirteen (13) weeks maternity leave shall be granted to a medical practitioner who has been employed for a minimum of twelve (12) months. Payments for such leave shall be made in accordance with the NIC Regulations.

#### **14.6 Paternity Leave**

- (i) 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.
- (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.

#### **14.7 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 (7) 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.

#### **14.8 Adoption Leave**

- (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) 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.
- (iii) Adoption leave shall be in addition to vacation leave.

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

In normal circumstances time off to attend urgent private matters should be taken from accumulated vacation leave, but in extra ordinary circumstances, the Employer may agree to give time off not exceeding five (5) days in any one year.

### **Article 15 – PROFESSIONAL DEVELOPMENT**

- 15.1 The Employer recognizes that the field of Medicine is diverse and constantly expanding, and that continuous education and training of Physicians and Dentists is 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.
- 15.2 The Employer agrees to pay a flat rate of seven hundred and fifty dollars (\$750.00) for full time consultants, and five hundred dollars (\$500.00) for junior doctors 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.

### **Article 16 - TELEPHONE ALLOWANCE**

- 16.1 The Employer agrees to pay a telephone allowance of \$75.00 monthly to medical/dental practitioners.

### **Article 17 – HOSPITAL AND MEDICAL ATTENTION**

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

17.2 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 18 – ACCIDENT AND EMERGENCY ROOM ALLOWANCE**

18.1 The Employer agrees to pay a monthly allowance to officers assigned to the Accident and Emergency Unit of the Victoria Hospital at the following rates:

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

#### **Article 19 – SALARY RATES**

The salary rates for the period shall be as follows:

1<sup>st</sup> April 2019 to 31<sup>st</sup> March 2020 - 1%

1<sup>st</sup> April 2020 to 31<sup>st</sup> March 2021 - 1%

1<sup>st</sup> April 2021 to 31<sup>st</sup> March 2022 - 2%

#### **Article 20 – 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.

21.1 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.

21.2 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 the said post.
SENIOR REGISTRAR:	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.
JUNIOR DOCTOR:	Includes House Officers, Senior House Officers, Registrars and Senior Registrars.
CONSULTANT/SPECIALIST/ SENIOR DENTAL SURGEON:	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 ST. LUCIA

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F VERN GILL

CHAIRMAN (GNT)

*Joudatt*

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PEGGY-ANN SOUDATT

MEMBER (GNT)

SIGNED ON BEHALF OF THE SAINT LUCIA MEDICAL AND DENTAL ASSOCIATION

*Dr. Merle Clarke*

.....  
DR. MERLE CLARKE

PRESIDENT

*Dr. Marisa Jacob-Leon*

.....  
DR. MARISA JACOB-LEON

SECRETARY

WITNESSED BY: .....



LABOUR COMMISSIONER

DATED THIS: *20<sup>th</sup>* ..... DAY OF *August* 2019