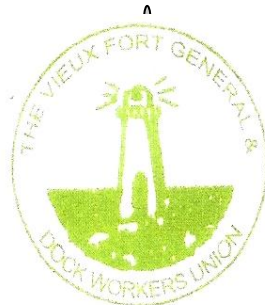




COLLECTIVE AGREEMENT

BETWEEN

THE GOVERNMENT OF SAINT LUCIA



VIEUX FORT GENERAL AND DOCK WORKERS UNION

APRIL 1ST 2016 - MARCH 31ST 2019

AGREEMENT

BETWEEN

THE GOVERNMENT OF SAINT LUCIA

(Hereinafter referred to as the Employer)

AND

THE VIEUX FORT GENERAL AND DOCK WORKERS UNION

(Hereinafter referred to as the Union)

INDEX

PREAMBLE

ARTICLES

Article 1 SPIRIT, PURPOSE & SCOPE OF THE AGREEMENT

Article 2 MANAGEMENT'S RIGHTS AND FUNCTIONS

Article 3 UNION'S RIGHTS AND FUNCTIONS

Article 4 NON DISCRIMINATION AND CIVIL RIGHTS

Article 5 CONSULTATION/REORGANIZATION

Article 6 CHECK-OFF SYSTEM

Article 7 HOURS OF WORK

Article 8 WAGE RATES

Article 9 OVERTIME

Article 10 DESIGNATED PUBLIC HOLIDAYS

Article 11 ACTING ALLOWANCE

Article 12 SHIFT ALLOWANCE

- Article 13 LAUNDRY ALLOWANCE**
- Article 14 BREAKFAST/LUNCH/DINNER ALLOWANCE**
- Article 15 PAID SICK LEAVE**
- Article 16 MATERNITY LEAVE**
- Article 17 PATERNITY LEAVE**
- Article 18 ADOPTION LEAVE**
- Article 19 ANNUAL PAID VACATION LEAVE**
- Article 20 FUNERAL/COMPASSIONATE LEAVE**
- Article 21 ACCIDENT LEAVE**
- Article 22 NATIONAL DUTY LEAVE**
- Article 23 LEAVE FOR TRADE UNION ACTIVITIES**
- Article 24 LEAVE FOR URGENT PRIVATE AFFAIRS**
- Article 25 LEAVE WITHOUT PAY**
- Article 26 TRANSPORTATION**

- Article 27 RETIREMENT**
- Article 28 EX GRATIA**
- Article 29 TERMINATION BENEFITS**
- Article 30 HIRING OF WORKERS**
- Article 31 MEDICAL CHECK-UPS & FIRST AID KIT**
- Article 32 PERSONAL FILES**
- Article 33 PROTECTIVE CLOTHING AND EQUIPMENT**
- Article 34 WORKMEN'S COMPENSATION FOR INDUSTRIAL INJURY**
- Article 35 HEIGHT BONUS**
- Article 36 CALL OUT AND CALL BACK GUARANTEED BONUS**
- Article 37 RETRENCHMENT**
- Article 38 WASH-UP TIME**
- Article 39 CHRISTMAS AND NEW YEAR SHOPPING TIME**
- Article 40 JOB CATEGORIZATION**
- Article 41 AVOIDANCE & SETTLEMENT OF GRIEVANCES AND DISPUTES**

Article 42 DISCIPLINE

Article 43 PERIOD OF AGREEMENT

APPENDIX (A) - UNIFORMS

SCHEDULE 1 CATEGORY OF WORKERS

SCHEDULE II HOURS OF WORK-ROSTERING

SCHEDULE III DISCIPLINE DEFINITIONS

Preamble

Whereas the Employer has recognized and accepted the Union as the representative of its employees for the purpose of collective bargaining on matters concerning terms and conditions of employment and general interest and welfare of the Vieux-Fort South Constituency Council, Vieux-Fort North Constituency Council, Micoud South Constituency Council, Laborie Constituency Council and Choiseul Constituency Council workers or employees, and whereas the Union in this capacity has concluded negotiations with the Employer, this Agreement witnesses as follows:

Bargaining Unit

Hourly and daily paid workers of the Vieux Fort South, Vieux-Fort North, Micoud South, Laborie and Choiseul Constituency Councils.

ARTICLE 1- SPIRIT, PURPOSE & SCOPE OF THE AGREEMENT

- 1.1 The spirit and intention of this Agreement is to maintain and further the good relationship between the Employer and Council employees as represented by the Vieux Fort General and Dock Workers Union and to provide a procedure for the avoidance and settlement of disputes.
- 1.2 This Agreement is intended to promote the economic and efficient operation of the works of the Employer, avoid industrial disturbances, achieve the highest level of employee performance consistent with safety, good health and sustained effort; and to those ends, the Employer provides the rates of pay, hours of work and conditions of employment for the hourly and daily paid employees.

1.3 In furtherance of this purpose the Employer and the Union both acknowledge the rights and functions attributed to each other in articles 2 and 3 of this Agreement.

1.4 They specifically agree that any requests, complaints or differences arising out of or concerning the amendments or renewal of all or part of this Agreement shall be dealt with in the manner laid down in Article 39 of this Agreement.

ARTICLE 2-MANAGEMENT'S RIGHTS AND FUNCTIONS

It is acknowledged that all the rights, powers, authority and customary functions of management are vested in the Employer, including, inter-alia, the right to: -

- (a) Control and regulate the use of all equipment and other property of the Employer;
- (b) Select supervisory personnel;
- (c) Hire new employees;
- (d) Plan, direct and control operations, including the size of the working force, the hours, method, standard and manner of work in any division or section provided that no action taken shall be inconsistent with the terms of this Agreement;
- (e) Promote, transfer, demote or retire employees;
- (f) Discipline or dismiss employees for cause;
- (g) Make redundant, employees not required, in accordance with Section 145 of the Labour Act Chapter 16.04 of the Revised Laws of Saint Lucia.
- (h) Make such rules and regulations in consultation with the Union, as the Employer deems necessary or advisable for the orderly, efficient and safe conduct of its business and to require employees to observe such rules and regulations.

ARTICLE 3 – UNION’S RIGHTS AND FUNCTIONS

- 3.1 Within the limits of this Agreement and/or local labour legislation the Union shall have the right to exercise the functions of a Trade Union.
- 3.2 The Employer agrees to afford all reasonable assistance to the Union to enable it to carry out its legitimate functions.
- 3.3 The Union shall keep the Employer informed of the names of its officials and shop stewards representing the employees. All shop stewards will themselves be employees of Constituency Councils; not more than two (2) shall be appointed at any one Council.
- 3.4 The Employer agrees that reasonable time off from duty shall be granted to authorized union shop stewards to attend to matters directly affecting the employees within the Constituency Council represented by the shop stewards, provided that sufficient notice is given, and that the leave can be arranged without adversely affecting the Employer's operations.
- 3.5 The Employer may admit authorized union officials to any Constituency Council during normal working hours to investigate specific complaints from employees provided that a mutually acceptable time is arranged with the Clerk. The Clerk shall co-operate with the Union in these undertakings, but reserves the right to appoint a representative(s) to be in attendance during the visit.
- 3.6 The Employer agrees that where an employee is suspended or dismissed for cause, the Union and the shop steward appointed by the Union for the Constituency Council will be notified in writing.

ARTICLE 4 -NON DISCRIMINATION AND CIVIL RIGHTS

Statement of Principle

The Employer and the Union agree that there shall be no discrimination by the Employer against employees because of race, religion, national origin, creed, colour, gender, or political association/affiliations.

ARTICLE 5-CONSULTATION/REORGANIZATION

In order to maintain and further the harmonious relationship between the Employer and the employees, there will be consultation between the Union and the Constituency Council Clerk and the relevant Permanent Secretaries.

ARTICLE 6-CHECK OFF SYSTEM

- 6.1 The Employer shall deduct from the wages of every employee who is a member of the Union, on his written authorization, any dues or levies stipulated by the Union.
- 6.2 Deductions shall cease when the authorization is cancelled in writing by the council Employee concerned and copied to the Secretary of the Union. The cancellation form should reach the Ministry or Department concerned no later than the first working day of the month when the deduction should cease to facilitate the processing and forwarding to the Treasury, by the stipulated deadline.
- 6.3 The total amount deducted as stipulated in 6.1 shall be remitted fortnightly or monthly to the Union by the Employer accompanied by a list of employees names on whose behalf payments are made.

ARTICLE 7-HOURS OF WORK

- 7.1 Hours of work will be determined by management of the Constituency Councils for the category of workers listed in Schedule I.
- 7.2 Employees are required to work, subject to the Acts of God, a forty (40) hour work Week consisting of five (5) days, Monday through Friday, of eight (8) hours per day (See Schedule II).
- 7.3 If an employee reports for work on time, but, arising out of an Act of God, it is not possible to commence work or to continue work, the employee shall be entitled to a full day's wage, provided the services of the employee cannot be utilized elsewhere.
- 7.4 Employees shall be deemed to be employed, subject to Acts of God for an eight (8) hour day, so long as the employee reports to the work project at the agreed time; any circumstance on the part of the Employer which prevents the employee from completing a work day will not render this obligation void.
- 7.5 There shall be a fifteen (15) minute tea or coffee break during the workday.
- 7.6 There shall be a one (1) hour lunch break during the working day. On the authority of the supervisor and by mutual agreement, the employee can elect to forfeit the lunch break in favour of an earlier release from work on a particular day, or receive pay at time and a half for the lunch break, having otherwise completed a full eight (8) hour working day.

ARTICLE 8- WAGE RATES

The wage rates for the period shall be as follows:

- 1st April 2016 - 31st March 2017 - tax free, one-time lump sum payment of \$1,800.00
- 1st April 2017 - 31st March 2018 - 1% (no retroactive pay)
- 1st April 2018 - 31st March 2019 - 1% (retroactive pay)

ARTICLE 9- OVERTIME

9.1 Any time work is performed after normal scheduled hours, an overtime rate shall apply as follows:-

(a) **Monday through Friday**

For the first three (3) hours, at time and a half; double time thereafter.

(b) **Saturdays**

For the first four (4) hours at time and a half; double time thereafter.

(c) **Sundays and designated public holidays**

For the first eight (8) hours, at double time and a half; triple time thereafter.

9.2 For shift workers any day of the week shall be considered a working day provided they complete eight (8) hours of continuous work and any day shall be considered an off day. Overtime shall be paid at a fixed rate of time and a half for the first three (3) hours; double time thereafter.

9.3 Shift workers shall be paid double time for every declared or gazetted government holiday he/she is required to work

9.4 Caretakers (Public Facilities) whose regular work schedule includes a period of service between 0100 hours and 2400 hours on Sundays shall be paid extra at a rate of time and a half for the first three (3) hours and double time thereafter.

ARTICLE 10-DESIGNATED PUBLIC HOLIDAYS

Christmas Day, New Year's Day, Easter Monday, Good Friday, Independence Day, Labour Day, Emancipation Day, Whit Monday, etc.

- 10.1 Employees shall be paid at the normal rate for eight (8) hours in respect of the gazetted and proclaimed public holidays provided such holidays fall on a normal working day.
- 10.2 In order to qualify for payment, it is required that the employees shall have worked on the working day preceding and following the holiday.
- 10.3 An employee who has not turned out to work on the day following a designated public holiday, will be required to comply with the procedure outlined in Article 15.1, failing which he/she shall not be entitled to payment for that holiday.

ARTICLE 11- ACTING ALLOWANCE

- 11.1 If an employee is required to perform the function of a higher position than his/her own he/she shall be paid an acting allowance in keeping with the minimum rate of the higher post.
- 11.2 Acting allowances shall not be payable for acting arrangements of less than five (5) working days duration.

ARTICLE 12- SHIFT ALLOWANCE

- 12.1 Watchmen working the evening shifts shall be paid a shift allowance of \$1.50 per hour.
- 12.2 A shift allowance shall apply on the second and third shifts.
- Monday to Sunday:
- 5:00 p.m. to 11:00 p.m.
11:00 p.m. to 7:00 a.m.

ARTICLE 13 - LAUNDRY ALLOWANCE

All employees shall be paid a laundry allowance of thirty-five dollars (\$35.00) fortnightly for the upkeep of their uniforms.

ARTICLE 14 - BREAKFAST/LUNCH/DINNER ALLOWANCE

Meal allowance shall be in accordance with the rates approved by Cabinet.

14.1 Employees who are required to work earlier than 7:00am will be given a breakfast allowance of eighteen dollars (\$18.00) a day.

14.2 A lunch allowance of twenty-five dollars (\$25.00) shall be provided to an employee called upon to work through his/her lunch hour, and because of the distance cannot return home for his/her mid-day meal.

14.3 A dinner allowance of twenty- five dollars (\$25.00) shall be provided to employees working two (2) hours beyond their normal working hours.

ARTICLE 15- PAID SICK LEAVE

15.1 The Employer agrees to pay full wages for the first three (3) days of absence from work, provided that a medical certificate is presented on the third day, and provided that the employee who is sick and unable to report to work shall be obliged to make every reasonable effort to notify, in whatever way possible, his/her foreman or supervisor on the first day of absence.

15.2 The Employer also agrees to pay a further percentage in addition to the weekly amount paid by the NIC, so that the worker receives his/her full wages during absence from work for the certified period accepted by the National Insurance Corporation.

ARTICLE 16- MATERNITY LEAVE

The Employer agrees to pay the difference between the employee's basic wage and her entitlement from the National Insurance Corporation, whilst on maternity leave.

ARTICLE 17- PATERNITY LEAVE

- 17.1 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 a maximum of three (3) times for the calendar year.
- 17.2 Male employees requesting paternity leave should seek approval from the appropriate Head of Department/Permanent Secretary.
- 17.3 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.
- 17.4 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 18 -ADOPTION LEAVE

- 18.1 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.

18.2 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.

18.3 Adoption leave shall be in addition to vacation leave.

ARTICLE 19-ANNUAL PAID VACATION LEAVE

19.1 An employee shall be entitled to annual paid leave at the completion of two hundred (200) continuous calendar days of employment as follows:

YEARS OF SERVICE	NO. OF WORKING DAYS
1 to 3 years	16 working days
4 to 7 years	21 working days
8 to 14 years	24 working days
15 years and over	28 working days

19.2 Continuous calendar days due to no fault of the employee's rotation, temporary layoff and shorter work week or any cause due to no fault of the employee's shall be accumulated towards the employee's leave.

ARTICLE 20-FUNERAL/COMPASSIONATE LEAVE

20.1 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.

- 20.2 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.
- 20.3 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.
- 20.4 Employees may be granted time off to attend the funeral of a relative/friend other than a close relative.

ARTICLE 21-ACCIDENT LEAVE

- 21.1 In the case of an accident occurring in the course of employment, the employee must report the matter within twenty-four (24) hours to the Foreman or Supervisor, who in turn will submit a report on the prescribed form as provided for in Section 246 of the Labour Act, Chapter 16.04 to the Constituency Council.
- 21.2 Immediately after an accident, the employee is to be provided with transportation if and when necessary so that he could seek adequate medical attention. When the employee is not detained at a recognized hospital, transportation shall also be provided back to the work site or to his place of residence.
- 21.3 Where the employee is not detained at a recognized hospital and he/she is certified by a medical practitioner, that he/she is able to resume his/her employment, the

normal working time spent in the course of obtaining medical attention and his/her return to the work site shall be paid for at the full rate of pay.

ARTICLE 22-NATIONAL DUTY LEAVE

The Employer shall grant leave of absence at the normal rate of pay to any employee who is required for national service in the interest of the State.

ARTICLE 23-LEAVE FOR TRADE UNION ACTIVITIES

23.1 The Employer shall grant time off with pay to the employee (s) who is required to participate in any trade union activity such as Union meetings, seminars, conferences, courses and external trade union activities.

23.2 The period shall be for the duration of the activity only and any other absences without authority will be deducted from the annual vacation leave. Absences extended beyond ten (10) days will deem the employee as having vacated his/her employment.

23.3 In every case, the Union must provide proof to the Employer that the employee has been accepted for participation in any such activity.

ARTICLE 24-LEAVE FOR URGENT PRIVATE AFFAIRS

Seven (7) working days per annum leave of absence with pay may be granted to an employee for the purpose of settling matters of an urgent, private nature.

Article 25-LEAVE WITHOUT PAY

Leave Without Pay is an approved, unpaid, temporary absence from duty, for the purpose of attending to an emergency. For the avoidance of doubt it is hereby declared that an Employee does not have a right to Leave Without Pay. An Employee can **only** proceed on Leave Without

Pay if he or she has obtained approval in writing from his or her Permanent Secretary/Head of Department, in accordance with the following guidelines:

- a) Leave Without Pay will only be considered where:
 - i. The employee's leave balance is insufficient to cover the requested period of absence; or
 - ii. The employee has utilized all earned vacation leave.
- b) Employees who are within their first year of employment may be granted Leave Without Pay for a period not exceeding **five (5) working days** in the first instance. Employees who fall within the said category may be granted Leave Without Pay for a maximum period of **ten (10) working days** in that calendar year.
- c) Employees who have been employed in excess of one (1) year, may be granted Leave Without Pay for a period not exceeding **ten (10) working days** in the first instance. Employees who fall within the said category may be granted Leave Without Pay for a maximum period of **one (1) month** in a calendar year.
- d) All requests for, and extensions of Leave Without Pay must be submitted in writing to the relevant Permanent Secretary/Head of Department and should outline the reasons for the request.
- e) Requests for Leave Without Pay must be submitted at least one (1) month in advance, except in cases of emergencies.

ARTICLE 26-TRANSPORTATION

Where employees are required to work away from their normal work place, transportation shall be provided to and from the work place.

ARTICLE 27-RETIREMENT

The retirement age shall be in accordance with the conditions established by the National Insurance Corporation Act Chapter 16.01 of the Revised Laws of Saint Lucia 2008.

ARTICLE 28-EX -GRATIA

28.1 An ex-gratia shall be paid to an employee who has attained the age of retirement in accordance with the National Insurance Corporation Act Chapter 16.01 of the Revised Laws of Saint Lucia 2008, and has been continuously employed for a minimum of (10) Years.

28.2 An employee who has worked in excess of ten (10) years but below fifteen (15) years shall receive an ex-gratia of four thousand dollars (\$4000.00).

28.3 An employee who has provided continuous service for a minimum of fifteen (15) years shall receive an ex-gratia of seven thousand dollars (\$7,000.00).

28.4 An employee who has retired from the public service on medical grounds and who has not attained the retirement age under Article 26 but has provided continuous service for a minimum of ten (10) years or fifteen (15) years respectively shall receive an ex gratia award.

ARTICLE 29-TERMINATION BENEFITS

Upon the termination of employment, termination benefits are to be paid in accordance with the Labour Act Chapter 16.04.

ARTICLE 30-HIRING OF WORKERS

- 30.1 Preference or priority shall be given to part-time workers (who meet the job specifications and performance) whenever a vacancy arises for permanent employment.
- 30.2 Whenever a vacancy arises because of retirement or otherwise, consideration shall be given to temporary employees once qualifications and performance criteria have been met and who are already on payroll.

ARTICLE 31-MEDICAL CHECK-UPS & FIRST AID KIT

- 31.1 One (1) free medical check-up shall be granted annually by the Employer to employees exposed to health hazards.
- 31.2 The Employer shall provide a First Aid Kit on all permanent sites and on temporary sites where it is found necessary to do so.

Article 32 -PERSONAL FILE

- 32.1 All official documents pertaining to the employee, whether adverse or not, should be placed on the employee's personal file.
- 32.2 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.
- 32.3 The Employer agrees that employees shall have the right to object in writing to any document placed in his/her personal file unknown to him/her.
- 32.4 The Employer agrees that the employee's personal file shall be maintained in accordance with the Staff Orders for the Public Service.

ARTICLE 33-PROTECTIVE CLOTHING AND EQUIPMENT

33.1 The Council agrees to provide its employees with the protective gear necessary in order to carry out their duties effectively. For the purpose of this Agreement the list of equipment is listed in, but is not limited to, Appendix A.

33.2 The Council shall in each case when providing or replacing equipment satisfy itself that the replacement is necessary. Workers are responsible for the loss and misuse of equipment arising out of negligence. In every case of supplying equipment, workers are to return the old ones in use before new ones can be issued.

ARTICLE 34- WORKMEN'S COMPENSATION FOR INDUSTRIAL INJURY

The Employer agrees that injury benefit will be granted in accordance with Part IV, Section 62 of the National Insurance Regulations Chapter 16.01 of the Revised Laws of Saint Lucia 2001.

ARTICLE 35-HEIGHT BONUS

All employees who are required during the performance of their duties to climb heights of ten (10) feet and over above ground level will be paid extra. This extra is to be added to the wages and is to be called "Height Bonus".

The following rates shall apply:

10ft - 30ft	-	\$1.50
Over 30ft	-	\$2.00

ARTICLE 36 - CALL OUT AND CALL BACK GUARANTEED BONUS

- 36.1 The Employer agrees that if a worker is called out to work during an emergency (i.e. unscheduled, without advanced notice), the worker must be guaranteed a minimum of three (3) hours pay at the prevailing overtime rate.
- 36.2 Guarantees: An employee called outside the employee's work schedule shall be guaranteed a minimum of four (4) consecutive hours of work or pay at the appropriate rate in lieu thereof where less than four (4) hours work is available.

ARTICLE 37-RETRENCHMENT

- 37.1 The Employer, in undertaking the retrenchment of employees shall give special consideration to senior employees, especially those with ability and competence. In this respect, the Employer should use his discretion in the matter of the "first in last out" system of retrenchment.
- 37.2 Save for a force majeure, foremen and supervisors are duty bound to notify employees of intended lay-offs one week in advance, and in the absence of such notice, the worker shall be adequately compensated. Lay-off situations resulting from weather conditions would be treated as continuous employment for the purpose of computing gratuity.

ARTICLE 38-WASH-UP TIME

During the latter part of work days each employee will be given a ten (10) to fifteen (15) minute period exclusively for washing up and other pre-departure domestic purposes.

ARTICLE 39-CHRISTMAS AND NEW YEAR SHOPPING TIME

It is agreed that a day be allotted to each worker by alternative arrangements for year-end shopping without work stoppage.

ARTICLE 40-JOB CATEGORIZATION

39.1 Job categorization or classification will be carried out in a department whenever it is determined to be necessary.

39.2 Such categorization will be carried out in full consultation with the Union.

ARTICLE 41-AVOIDANCE & SETTLEMENT OF GRIEVANCES & DISPUTES

41.1 The agreed procedure for the avoidance and settlement of grievances or disputes arising out of the employment of an employee will be as follows:

- (a) Where the grievance is a simple pay query, the employee will seek clarification from his supervisor and/or Clerk.
- (b) In the event of any other grievance arising out of the Collective Agreement the employee will seek clarification from his/her shop steward, who should take the matter up with the employee's immediate supervisor, village clerk or Head of Department.
- (c) If the matter is not settled at (b) the employee, his/her shop steward and union official would take the matter up at the Permanent Secretary level.
- (d) If no agreement is reached, the matter shall be referred to the Labour Commissioner who shall within seven (7) days after being notified by either party, convene a joint meeting of the parties in an endeavour to conciliate the dispute.

- (e) If no settlement of the dispute is reached at the meeting presided over by the Labour Commissioner or at any adjournment thereof, either of the parties thereto may require that the matter be referred to the Honourable Minister for Labour in a further attempt at conciliation.
- (f) If no settlement of the dispute is reached, either of the parties thereto may require that the matter be referred to arbitration in accordance with the Trade Disputes (Arbitration & Inquiry) Ordinance, Chapter 16.07 of the Revised Laws of Saint Lucia 2006.

41.2 During the procedure outlined above, there shall be no strikes, stoppages of work, work to rule, go slow, lockouts or any other form of industrial action.

ARTICLE 42 -DISCIPLINE

- 42.1 Subject to the provisions of the state laws regarding the hiring and firing of employees, the Council shall have the right to discipline its employees. A warning letter or notice shall be sent to the employee and copied to the Union by the Council specifying the offences committed by the worker concerned, within forty-eight (48) hours of the act being committed.
- 42.2 Notwithstanding, when an employee is disciplined, confirmation of such disciplinary action shall be given to the employee in writing and copied to the Union. The Union shall have the right to make representation on behalf of the employee who has the right to appeal in accordance with the Agreement, but any such representation shall be made within two (2) weeks upon receipt of the notification.
- 42.3 However, upon representation by the Union, should it be established that an employee was wrongly disciplined, he shall be reinstated with full entitlement to

wages and other such agreed benefits that would have normally been his entitlement had he not been disciplined.

- 42.4 A list of disciplinary measures for specific offences shall be set out in Schedule III - Discipline. This agreement may be applied as prescribed. This shall not, however, prevent the Council from taking such action as is thought fair on the merits of any case (including offences), which warrant disciplinary action.

ARTICLE 43- PERIOD OF AGREEMENT

- 43.1 This Agreement shall have effect from 1st April 2016 to 31st March 2019 and shall remain enforceable unless revised by mutual consent.
- 43.2 In the event that either party desires to revise or terminate this Agreement, three (3) months' notice shall be given in writing.
- 43.3 When such notice relates to revision, the proposed amendments shall be attached to the notice but in no circumstances shall any revised Agreement become operative until the expiry of the three (3) months' notice as aforesaid or until the day after the Agreement terminates.
- 43.4 Upon receipt of notice for revision there shall be a joint meeting between Representatives of the parties within thirty (30) days of the receipt of such notice for the purpose of having discussions on the proposed amendments.
- 43.5 If neither party gives notice of its desire to revise the Agreement in accordance with Article 42.2, the Agreement shall remain in force in its entirety until such time when either party requests a revision or termination.

APPENDIX A

A.i – Uniforms

(a) Uniform, Equipment and Gear issued to workers remain the property of the Constituency Council and will be distributed annually. Constituency Council reserves the right to inspect equipment and uniforms at its discretion at any time during working hours. Constituency Council shall keep a supply of safety gear in store.

(b) The following table outlines how the said uniforms will be disbursed:

Category of Worker	Uniforms	Shirts	Trousers/Skirt	Shoes
Sanitation Worker	3			1
Supervisor		3	3	1
Foreman		3	3	1
Caretaker		3	3	1
Maintenance Worker	3			
Assistant Maintenance Worker	3			
Market Clerk	3			2
Assistant Market Clerk	3			2
Constable	3			2
Driver	3			2
Watchmen	3			

A.ii- Protective Clothing and Equipment

Category of Workers	Protective Clothing/Equipment
Sanitation Worker Supervisor Caretaker Foreman	Steel Toe Boots, Rubber Boots, Glovse, Respirators, Headgear, Coveralls, Goggles, Masks, Steel Brushes, Protective Shoes
Watchmen	Cloak, Protective Shoes
Maintenance Worker	Protective Shoes

Please be advised that the above list is not exhaustive and officers should be provided with the necessary personal protective equipment as per Article 32 of this agreement, as well as, Part IV of the Labour Act, Chapter 16.01 of the Revised Laws of Saint Lucia.

A.iii - Work Tools and Apparatus

Category of Workers	Work Tools and Apparatus
Sanitation Worker Supervisor Caretaker Foreman	Spades, Shovels, Wheel Barrows, Bass Brooms, Disinfectant

SCHEDULE I

CATEGORY OF WORKERS

Superintendent of Works
Supervisors
Maintenance Worker
Assistant Maintenance Worker
Foremen
Small Equipment Operator
Market Clerk
Assistant Market Clerk
Town Constable
Sanitation Worker: Male/Female
Watchmen
Caretaker: Public Facility
Caretaker: Cemetery
Driver
Janitor/Cleaner

SCHEDULE II

HOURS OF WORK - ROSTERING

The Employer shall be free to arrange the roster for employees whenever practicable shall notify an employee of any change in his/her work schedule at least forty eight (48) hours before such proposed change is intended to take effect. All employees concerned shall be notified personally.

SCHEDULE III

DISCIPLINE DEFINITIONS

1. SUSPENSION

Suspension shall mean that the worker concerned is debarred from employment for the period prescribed or agreed upon.

2. DISMISSAL

Dismissal shall mean that the worker concerned is dismissed from employment.

3. INSUBORDINATION

Insubordination shall mean disobedience to or defiance of authority.

4. REFUSING TO WORK

Refusing to work shall mean refusal to work despite obligation to do so under the terms of the Agreement or incitement of others to refuse to work.

5. LEAVING WORK WITHOUT PERMISSION

Leaving work without permission shall apply to any worker who during working hours leaves work without permission or reasonable excuse, absents himself/herself from their workplace during the course of their engagement.

SIGNED ON BEHALF OF THE GOVERNMENT OF ST. LUCIA

M

.....
VERN GILL
CHAIRMAN (GNT)

Soudatt

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

SIGNED ON BEHALF OF THE VIEUX-FORT GENERAL AND DOCK
WORKERS UNION

Athanasius Dolor

.....
ATHANASIOUS DOLOR
PRESIDENT

Cloud Poyotte

.....
CLOUD POYOTTE
UNION REPRESENTATIVE

WITNESSED BY:.....

LABOUR COMMISSIONER



DATED THIS:.....

20th

DAY OF.....

August

..... 2019