



COLLECTIVE AGREEMENT

BETWEEN

THE GOVERNMENT OF SAINT LUCIA

&



SAINT LUCIA CIVIL SERVICE ASSOCIATION

April 01, 2010 ~ March 31, 2013

AGREEMENT

BETWEEN

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

AND

THE ST. LUCIA CIVIL SERVICE ASSOCIATION
(Hereinafter referred to as the Association)

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PREAMBLE

Whereas the Employer has recognized and accepted the Association as a representative of its employees for the purpose of collective bargaining on matters concerning conditions of employment and general interest and welfare of the Civil Service, and whereas the Association in this capacity has concluded negotiations with the Employer, this Agreement witnesses as follows:

BARGAINING UNIT:

The Employer recognizes the Association as a representative and collective bargaining agent for employees of the Civil Service whether permanent, part-time, temporary, or casual and herein agrees to negotiate with the Association or any of its authorized Committees.

A. APPLICATION

The Association and the Employer agree that the Articles of Agreement contained herein will be applied and/or serve to extend and/or improve on the previous Collective Agreements between the St. Lucia Civil Service Association (CSA) and the Government of St. Lucia.

B. PERIOD OF AGREEMENT

- (a) This agreement shall take effect from the 1st April, 2010 and unless revised by mutual consent, shall continue in force until 31st March, 2013.
- (b) In the event, either party is desirous to revise this Agreement, three (3) months notice shall be given in writing. Where such notice relates to the revision of the terms of this Agreement, the proposed amendments shall not in any circumstances become effective, until this Agreement is replaced by a successor Agreement.

Upon receipt of notice, there shall be a meeting between representatives of both parties for the purpose of discussion of the proposed amendment.

Article 1- RECOGNITION OF REPRESENTATION BY THE ASSOCIATION

- 1.1 The Employer recognizes the Association as a representative and collective bargaining agent for employees of the Civil Service whether permanent, part-time, temporary, or casual 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 and place of residence.

- 1.3 The Employer agrees that there shall be no discrimination in the processing of any documentation; and in making recommendations in respect of applications made by persons wishing to be employed by the Government of St. Lucia as public officers, or in respect of any matter having to do with the employment conditions of persons who hold positions as public officers within the Public Service.

Article 2- EFFICIENCY AND PRODUCTIVITY

- 2.1 The parties hereby agree to undertake to cooperate fully in an endeavour to achieve the following objectives in the Public Service:
- (a) Increase efficiency and productivity.
 - (b) Elimination of waste of resources.
 - (c) Elimination of conditions of work inimical to the increase of efficiency and productivity.
 - (d) Elimination of negative attitude to work and the development of proper work ethics.
- 2.2 In pursuit of this endeavor, representatives of both parties will meet from time to time to identify areas where improvement can be effected and appropriate corrective measures taken to achieve the aforesaid objectives.

Article 3- ASSOCIATION'S MEMBERSHIP

- 3.1 All employees are eligible to become and remain members in good standing of the Association.
- 3.2 The Association and the Employer agree to acquaint new employees with the terms and conditions of the Collective Agreement.

Article 4 - CHECK OFF SYSTEM

- 4.1 The Employer shall deduct from the wages of every employee who is a member of the Association, on his written authorization, any dues or levies stipulated by the Association.
- 4.2 Deductions shall cease to be made when the authorization is cancelled in writing by the individual employee concerned and copied to the Secretary of the Association. 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.
- 4.3 The total amount deducted as stipulated in 4.1 shall be remitted monthly to the

Association by the Employer.

- 4.4 The Association agrees to indemnify and save the Employer harmless from all claims, actions or suits arising from the above sub-clauses.

Article 5 - ASSOCIATION'S RIGHTS, SECURITY AND FUNCTIONS

Within the limits of this Agreement and of the relevant provisions of the Saint Lucia Constitution Order 1978 No. 1901 and/or local laws, the Association shall have the right to exercise the functions of a Trade Union.

- 5.1 The Association shall keep the Employer informed of the names of the Officials and Shop Stewards representing the employees. Not more than two (2) Shop Stewards shall be elected in any Ministry/Department/Branch to represent the employees. The Employer agrees to recognize the Shop Stewards or any other authorized representatives of the Association.
- 5.2 The Employer agrees that special time off duty may be granted by the Permanent Secretaries or Heads of Departments for Shop Stewards or Officials to attend to matters directly affecting the Association's members but providing that reasonable notice is given and that the Employer's business is not adversely affected. The Employer agrees to allow the Association's officials admittance to any section of the Ministry, Department or Branch during working hours to investigate specific complaints from employees provided that a mutually acceptable time is arranged with the Permanent Secretaries or Heads of Departments.
- 5.3 The Employer agrees to recognize the Shop Steward(s) duly appointed by members of the Association/Branch. The Association shall provide a list of all elected/appointed Shop Stewards to the Employer.

The Shop Steward shall be expected to attend to all complaints and grievances reported to him/her by employees within the bargaining unit and shall be given reasonable time off work, with pay, for the purpose of pursuing the settlement of such grievances.

Functions of the Shop Steward:

- (a) Carefully peruse and be au courant with provisions of the Collective Agreement in order to prevent/address violations by both parties;
- (b) Attend to all complaints and grievances reported to him/her by members who are being charged of violating his/her contract of employment or the terms and conditions of the Collective Agreement.
- (c) Inform workers of the benefits to be derived from becoming an Association member.

- (d) The Shop Steward shall be given reasonable time-off work, with pay, for the purpose of performing the above-mentioned functions.

Article 6 - EMPLOYER'S RIGHTS AND FUNCTIONS

- 6.1 The Association recognizes that it is the right of the Employer to exercise the regular and customary functions of management to direct the work force to ensure that the purpose(s) of their employment are fulfilled expeditiously, effectively and efficiently. The Employer further agrees to copy to the Association all circulars to Ministries and Departments affecting the professional conduct of employees.
- 6.2 These rights shall be construed within the limits of the Constitution, the Laws of the State and the Collective Agreement.
- 6.3 The Employer agrees to provide all necessary and relevant information to the Association in a timely manner, in order to facilitate the Association's responsibility to negotiate and enforce collective agreements.
- 6.4 The Employer shall provide the Association on request, if available, information required by the Association such as job descriptions; seniority lists; job classification; salary rates; criteria for job evaluation; 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 7- CONSULTATION AND DEMOCRATIZATION

- 7.1 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 responsible for the Public Service and Management officials to whom this Agreement directly relates, on the matters pertaining to redundancies, changes in working conditions, hours of work, staffing, and restructuring etc. and other matters affecting the Civil Service.
- 7.2 The matter of Gratuity shall be dealt with in accordance with the provisions of Article 7 and 8 of this Agreement.

Article 8- LABOUR MANAGEMENT COMMITTEE

- 8.1 The Employer agrees that the Permanent Secretary of the Ministry of the Public Service shall hold quarterly and extra-ordinary meetings when necessary with the Civil Service Association, for the purpose of addressing issues arising in relation to conditions of employment of Public Officers, Industrial Relations Practices and Productivity in the Public Service.
- 8.2 Such meetings shall address inter alia 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 from employees relating to questions of working conditions and services but excluding matters that are the responsibility of the Public Service Commission and Public Service Board of Appeal.
- (d) A review of working conditions causing grievances and misunderstanding, with the view of arriving at a way forward to effecting improvements thereof.

Article 9 - LABOUR-MANAGEMENT BARGAINING RELATIONS

- 9.1 No employee or group of employees shall undertake to represent the Association at meetings with the Employer without the authority of the President or the General Secretary acting on behalf of the Association.
- 9.2 The Association shall have the right at any time to have the assistance of representatives of any recognized National, Regional or International Trade Association or Consultant, at the Association's expense, when dealing or negotiating with the Employer.

Article 10 - IN-SERVICE TRAINING

- 10.1 The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Association to sponsor and pursue, during normal working hours, work related training activities such as seminars, workshops and lectures provided that reasonable notice is given and subjected to exigencies of the Service.
- 10.2 The Employer agrees that in-service training, local and overseas is desirable and necessary for greater productivity and that all efforts shall be directed at providing in-service training for employees.

Article 11 - REPRESENTATION ON COMMITTEES

- 11.1 The Employer agrees to have the Association represented on the following Committees set up by the Employer:
 - (a) Training Committee
 - (b) Travelling and Subsistence Committee
 - (c) Honorarium Committee
 - (d) Anomalies Committee and any other committee which may be set up from

time-to-time and which directly concerns members of the Service.

Article 12 - TIME OFF IN LIEU OF OVERTIME

- 12.1 When an employee is required to perform work on Saturdays, Sundays and Holidays, such an employee may choose to receive equivalent time off in lieu of overtime at the prevailing overtime rate, at a time selected by the employee in consultation with the Head of Department.
- 12.2 Shift workers shall be paid overtime or shall be given equivalent time off in lieu of overtime for working on public holidays or designated holidays.

Article 13- HOURS OF WORK AND OVERTIME

- 13.1 With the exception of shift workers, the normal hours of work of any employee shall be thirty-seven and a half (37 ½) hours each week, Monday through Friday, 8:00 am to 12:30pm, and 1:30 pm. to 4:30 pm.
- 13.2 The Employer may require the employee to work for longer hours than that prescribed, whenever the public interest makes this unavoidable, but shall compensate the employee through payment of overtime.
- 13.3 Overtime is payable to the staff at present eligible for overtime and to others agreed upon between the Employer and the Association from time-to-time.
- 13.4 The rates of overtime pay shall be based upon the wage, which the employee would have earned by the hour if his salary was based on an hourly rate.
- 13.5 Overtime shall be paid at the rate of time and one half for every hour in excess of normal time on a working day and double time on Sundays, Public and designated holidays before the midnight hour.
- 13.6 An employee shall receive overtime pay at the rate of double time and one half for every hour after the midnight hour on a normal day, at triple time on Sundays, Public and designated holidays after the midnight hour.
- 13.7 For the purpose of this Agreement, Saturday will be counted as a holiday for an employee who works a five-day week.
- 13.8 Notwithstanding the above, equivalent time off may be chosen by or granted to the employee in lieu of pay.

Article 14 -MEAL/BREAKFAST ALLOWANCE

- 14.1 The Employer agrees to pay a meal allowance in accordance with the approved rates by Cabinet to employees who: -

- (a) are authorized to work through their lunch hour; and/or
- (b) are authorized to work overtime beyond 7:00 pm.

14.2 The Employer also agrees to pay a breakfast allowance in accordance with the approved rates by Cabinet to non-shift employees who are required/authorized to start work before 7:00 am.

Article 15- TIME OFF FOR URGENT AND PRIVATE BUSINESS

In normal circumstances time off to attend to urgent, private matters should be taken from accumulated vacation leave, but in extra-ordinary circumstances where there is no accumulated leave, the Employer may agree to give time off not exceeding five (5) days in any one year without loss of pay.

Article 16 -VACATION LEAVE

Vacation Leave shall be granted in accordance with the Staff Orders. Any changes to the existing policy must be done in consultation with the CSA.

Article 17 -SICK LEAVE

An employee shall be entitled to sick leave in accordance with the Staff Orders for the Public Service of St. Lucia and the NIC Act Cap 16.01 of the Revised Laws of St. Lucia 2005.

Article 18- MATERNITY LEAVE

- 18.1 The Employer agrees that thirteen (13) weeks Maternity Leave shall be allowed with full pay and shall be on a six (6) weeks before and six (6) weeks after the week of confinement.
- 18.2 The employee may be allowed to proceed on Vacation Leave immediately on completion of Maternity Leave.
- 18.3 An employee shall not lose seniority on return to work.
- 18.4 Maternity Leave shall be additional to Vacation Leave.
- 18.5 The foregoing shall apply to any female employee, regardless of age, nationality or marital status.

Article 19 -PATERNITY LEAVE

- 19.1 Paternity Leave grants eligible employees up to five (5) days of paid leave following the birth of his child.

It is an employee benefit that provides paid or unpaid time off work (leave without pay) for a father to care for a child or make arrangements for a child's welfare.

- 19.2 Paternity Leave shall be granted to male employees who are married or in Common Law relationships for over one year providing that the parties share a common household.
- 19.3 Male employees requesting Paternity Leave should seek approval from the appropriate Head of Department/Permanent Secretary.
- 19.4 Paternity Leave will only be granted:
- (a) On application for each birth provided that a medical certificate stating the expected delivery date is furnished not less than six (6) weeks before the date of confinement.
 - (b) Upon receipt of written confirmation by the mother which is to accompany the application above.
- 19.5 Paternity Leave following the birth of a child must be taken in full immediately after the birth or immediately following the child's release from a health care facility to the home.

Article 20 - ADOPTION LEAVE

- 20.1 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 adoption order in accordance with the Adoption Act Cap 4.07 of the Revised Laws of Saint Lucia 2005.
- 20.2 Employees are entitled to **five (5) 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 or on the date that a Court of competent jurisdiction made an adoption order to authorize that the child be adopted by the employee.
- 20.3 Adoption Leave shall be in addition to Vacation Leave.

Article 21- STUDY LEAVE

Study Leave will be granted in accordance with existing Government Study Leave Policy.

Article 22- SPECIAL LEAVE

Special leave of absence will be granted in accordance with the Staff Orders.

Article 23 -FUNERAL/COMPASSIONATE LEAVE

- 23.1 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 or close relatives.
- 23.2 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.
- 23.3 Employees requesting Funeral/Compassionate Leave should seek approval from the appropriate Head of Department/Permanent Secretary:
- (a) Three (3) working days leave of absence 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) days of paid leave.
- 23.4 Employees may be granted time off to attend the funeral of a relative/friend other than a close relative.

Article 24 -INCOME TAX COUNSELLING

Each year during the period January 1 to March 30, the Employer shall provide such advice as needed to employees in the preparation of their Income Tax Returns, through the media or otherwise.

Article 25- RELOCATION EXPENSES/ALLOWANCES

- 25.1 Transportation expenses shall be provided to an employee for the transfer of his/her family and household effects when required by the Employer to change his/her station.
- 25.2 A Relocation Allowance shall be paid to the employee upon transfer to any station, which requires the maintenance of another place of abode.
- 25.3 This Allowance shall be fixed from time-to-time by the Employer after consultation with the Association.
- 25.4 The cost of rental or accommodation on transfer shall be fixed from time-to-time by the Employer in accordance with the Relocation Policy.
- 25.5 The Employer shall meet the full cost of rental in the event of temporary transfer.

The Employer agrees that in the case of immediate re-transfer to meet the full cost of expenses incurred.

25.6 The Employer further agrees that in ordinary circumstances, the employee to be transferred shall be notified in writing one (1) month before the transfer is to be effected in accordance with existing Relocation Policy.

Article 26 -ON-CALL /CALL-OUT ALLOWANCE

26.1 The Employer recognizes the importance of having certain categories of workers on “on-call” or “call-out” in order to guarantee that persons utilizing the service being provided, receive quality care at all times.

26.2 The Employer therefore agrees to pay to those categories of workers an “on-call” and “call-out” allowance as follows:-

- "On-call" EC\$45.00
- "Call-out" EC\$125.00

26.3 The following categories of workers shall be entitled to the above allowances:

- (i) Medical Technologist
- (ii) Physiotherapists
- (iii) Radiographers
- (iv) Pharmacists
- (v) Maintenance Staff
- (vi) Driver at the Women’s Support Centre
- (vii) Employees of the Gros Islet Poly-Clinic
- (viii) Senior Residential Educarer of the Transit Home for Children

Article 27 -CALL-OUT AND CALL-BACK GUARANTEE

The Employer agrees that if an employee who is not eligible for on-call/call-out allowances but who is at present eligible for overtime is called out to work during an emergency, the employee must be guaranteed a minimum of three (3) hours pay at the prevailing overtime rates.

Article 28 -PROVISIONS FOR METEOROLOGICAL OFFICERS

28.1 Duty Allowance in Lieu of Overtime

28.1.1 The Employer agrees to pay a Duty Allowance of \$450.00 per month to Meteorological Officers. The duty allowance shall continue to be paid to the employee while on leave with the exception of Study Leave.

28.1.2 When an officer is called upon to work a double shift, or to work on his/her off day, or to work a shift that he/she is not detailed to, or works on a holiday, that officer shall be entitled to one (1) day lieu leave in each instant.

28.1.3 No shift shall exceed eight (8) hours except where emergencies demand longer shifts be worked.

28.2 **Shoe Allowance**

The Employer agrees to pay the Meteorological Officers at George F.L. Charles Airport a Shoe Allowance of \$200.00 per annum. The Employer agrees that the shoe allowance be extended to Meteorological Officers at Hewanorra International Airport.

28.3 **Meal Allowance**

The Employer agrees to pay a Meal Allowance in accordance with the approved rates by Cabinet to Meteorological Officers.

28.4 **Medical and Life Insurance Coverage**

The Employer agrees to seek insurance coverage for Meteorological Officers to cover them in the event of injury while working under adverse weather conditions.

28.5 **Rest Room/Kitchenette**

The Employer agrees that every effort will be made to provide and maintain adequate rest room/kitchenette facilities.

28.6 **Housing and Relocation**

Housing and Relocation shall be in accordance with existing Housing and Relocation Policy. Any changes to the existing policy must be done in consultation with the CSA.

28.7 **Uniform**

The Employer agrees to provide full uniforms to Meteorological Officers. The Employer further agrees that the uniform provided shall be four (4) pairs of pants or skirts at \$60 each and four (4) polo shirts at \$30 each annually.

Article 29 -TRANSPORTATION OF STAFF

The Employer agrees to provide return transportation for staff who are not scheduled traveling officers to facilitate travel from their designated work location to another work place if asked to attend work, provided that such distance is three (3) miles or more and in

other circumstances as approved by the Ministry or Head of Department.

Article 30 - TRAVELLING AND SUBSISTENCE ALLOWANCE

- 30.1 Travelling and Subsistence allowance shall be paid in accordance with the approved rates by Cabinet.
- 30.2 The Employer agrees to provide transportation or a transportation allowance to all employees within the bargaining unit who are being relocated to premises which are situated more than three (3) miles away.

Article 31 - PLAIN CLOTHES ALLOWANCE

- 31.1 The Employer agrees to pay a plain clothes allowance of one hundred dollars (\$100.00) per month to Customs employees of the Enforcement Unit who because of the nature of their assignment are not provided with departmental uniform.
- 31.2 The Employer agrees to provide a plain clothes allowance of fifty dollars (\$50.00) per month to the employees of the Transit Home for Children.
- 31.3 The Employer further agrees that where shoe allowances are paid, these allowances shall be two hundred dollars (\$200.00) per annum and shall be subject to review from time to time by the Employer in consultation with the Association.
- 31.4 In addition to four (4) uniforms and a shoe allowance of two hundred (\$200.00) annually; the Employer agrees to provide each Office Assistant with an umbrella and a raincoat and rubber shoes to be used as and when necessary.

Article 32- NIGHT ALLOWANCE/ATTENDANTS – TURNING POINT

- 32.1 The Employer recognizes that Attendants at Turning Point are required to work for periods in excess of ten (10) hours in the night, yet no form of compensation is extended to the employees in accordance with what is in existence at other Health Establishments.
- 32.2 The Employer, therefore, agrees to pay a night allowance to Attendants who are required to work the night shifts.
- 32.3 The Employer further agrees that the night allowance will be EC\$30.00 per night shift.

Article 33- UNIFORM AND SHOE ALLOWANCE

33.1 Domestic Assistants

The Employer agrees to provide uniform and shoe allowance to Domestic Assistants at Turning Point, that are equivalent to what Domestic Assistants at other Health Establishments are receiving.

33.2 Rehabilitative Care Assistants/Non-medical Staff

- (a) The Employer recognizes that Rehabilitative Care Assistants and Non-Medical Staff work in the same environment and under the same conditions as Attendants and Domestic Assistants.
- (b) The Employer, therefore, agrees to provide uniforms and shoe allowance to Rehabilitative Care Assistants and Non-Medical Staff at Turning Point.

33.3 Uniforms/Shoes for Cooks

The Employer agrees to provide all cooks within the bargaining unit with uniforms and shoes. This provision is extended to the cooks at the Bordelais Correctional Facility.

Article 34 -INSURANCE

The Employer agrees to institute insurance coverage for all employees who work in hazardous and high risk conditions as provided in Schedule I.

Article 35 SAFETY, HEALTH AND MEDICAL ATTENTION

- 35.1 The Association and the Employer shall comply with the provisions of the Labour Act No.37 of 2006 and the Labour Code Amendment Act No.6 of 2011, which are relevant to the employees covered by this Collective Agreement.
- 35.2 The Employer agrees to put all measures in place to ensure that there is proper air quality at all places of employment. These measures shall include, but are not limited to, the removal of all carpets at all offices.
- 35.3 A Safety, Health and Environment Committee shall be established and composed of one (1) representative appointed by the Association and one (1) representative appointed by the Employer.
- 35.4 The Safety, Health and Environment Committee shall hold meetings as requested by the Association or by the Employer to examine and discuss all unsafe, hazardous or dangerous working and environmental conditions. The minutes of meetings and reports from the Committee's investigations shall be submitted to the Association and the Employer no later than twenty-one (21) days after a meeting or investigation,

as the case may be.

- 35.5 Employees working in any unsanitary or dangerous condition shall be supplied with the necessary tools, safety equipment and protective clothing. Free medical attention or examination shall be provided for such employees by the Employer at least twice a year.
- 35.6 Employees to be provided with Protective Clothing as per 35.5 above are listed in Schedule II (attached).
- 35.7 It is further agreed that a Committee shall be established to determine the category of workers and criteria for the provision of such protective clothing. The Employer agrees that the Association shall be represented on that Committee.
- 35.8 The Employer agrees that no employee shall be disciplined for refusal to work in an environment or to operate any equipment, which, in the opinion of the Safety, Health and Environment Committee or competent authority, is unsafe.
- 35.9 The Safety and Health and Environment Committee shall be notified of each accident or injury sustained in the course of employment and shall investigate and report to the Employer and the Association as soon as possible on the nature and cause of the accident or injury.

35.10 **Annual Eye Checks/Computer Users**

- 35.10.1 Inherent in the use of computers are the health and safety implications for the employees whose workplace require the use of computer technology on a continuous basis.
- 35.10.2 The Employer agrees to provide annual eye checks for employees who are required to use computers on a continuous basis. The Employer further agrees to use its own facilities to conduct these tests.

35.11 **Hearing Tests**

- 35.11.1 Excessive noise in the use of machines at the workplace is an occupational hazard.
- 35.11.2 The Employer therefore agrees to include eye and hearing tests in the annual medical testing for employees of the National Printing Corporation. The Employer further agrees to use its own facilities to conduct these tests.

35.12 **Emergency Exit**

- 35.12.1 The Employer agrees to provide safe means of access to and egress

from any place of work. The Employer also agrees to provide means of exit in case of fire for all persons employed on the premises being used as a place of employment.

- 35.12.2 For this reason, the Employer agrees to implement the needed measures to provide emergency exits for the National Printing Corporation's building at least three (3) months after the signing of the Collective Agreement.

35.13 **Improved Air Quality**

- 35.13.1 The inclusion of carpets in offices of the Government Buildings has compromised the air quality in those buildings and has placed the health of the employees at risk.

- 35.13.2 The Employer agrees to eliminate the use of carpets at its offices at least six (6) months after the signing of the Collective Agreement.

35.14 **Adequate Work Space**

- 35.14.1 The Employer recognizes that the provision of adequate work space is a health issue, and that some departments of Government are characterized by space constraint.

- 35.14.2 The Employer agrees that the optimum work space per employee shall be provided to eliminate overcrowding and to promote a comfortable working environment.

Article 36 -JOB DESCRIPTION AND CLASSIFICATION

- 36.1 The Employer agrees to authorize the Ministry responsible for the Public Service to draw up job descriptions for all positions and classifications for which the Association is the bargaining agent. These descriptions shall be presented to the employee and shall become the recognized job description.

- 36.2 The Employer further agrees to review all existing anomalies in the Service; the restructuring and reclassification should entail provisions for upward mobility of employees.

- 36.3 Existing classifications (posts) or new ones shall indicate the qualification required for filling each position.

Article 37- CONDITIONS ON INCREMENTS

Appraisals/Increments

37.1 Appraisals

The Employer agrees to better manage the appraisal system to ensure that:

- (a) employees are given feed-back on their performance.
- (b) employees training needs are identified.
- (c) a basis for increments and promotions is established.

The Employer also agrees to put systems in place to ensure that performance appraisals are carried out in a timely manner.

37.2 Increments shall be awarded in the form of an incentive scheme based on the recommendations of a Committee consisting of representatives of:

- (a) The Ministry of Finance
- (b) The Civil Service Association
- (c) The Ministry or Department concerned
- (d) The Personnel Division

The Employer further agrees to consider the revision of the quantum of increments awarded.

37.3 The Employer agrees to guarantee that employees are not disadvantaged or discriminated against when they are selected to serve jury duty or provide any other national service.

Article 38 - SECONDMENT OF CIVIL SERVANT TO THE ASSOCIATION

The Association will pay salary and Government will continue to pay pension benefits for Civil Servants seconded to the Association.

Article 39- RETRENCHMENT

The Employer agrees to give reasonable notice of impending retrenchment, and also to engage the Association in consultation germane to the retrenchments as early as possible.

Article 40- VACANT POSTS

40.1 Should a vacancy arise and the Employer wishes to fill the vacancy, the Employer agrees to ensure that recommendations are made within a reasonable time.

40.2 The Employer shall immediately notify the Association in writing and post notices of vacant and new posts on all Bulletin Boards as soon as possible and/or circulate such notices to all staff for a minimum of one (1) week, so as to acquaint all employees of the Ministry or Department with such vacancy or new position.

- 40.3 The Employer agrees to ensure that recommendations are made in relation to filling existing vacancies or new posts; due consideration will be given to all employees who are qualified for the post.

Article 41- APPOINTMENTS

- 41.1 The Employer agrees to make recommendations to fill vacancies from existing staff. In the event that these vacancies cannot be filled from existing staff, the Employer will make recommendations to fill these posts from the outside.
- 41.2 The Employer agrees that all efforts shall be made so that no employee within the bargaining unit shall be required to act in a higher position for more than a reasonable period of time.
- 41.3 If the higher position is vacant, then the employee who has acted for six (6) months in that vacant position shall be eligible for consideration for confirmation, provided that he/she is in possession of the requisite qualifications and has met the required standard as per the appraisal report in respect of the six (6) months acting period.
- 41.4 The Employer agrees to include pensionable posts whose nomenclature has changed on the list of pensionable posts.

Article 42 -INFORMATION, TRAINING AND ORIENTATION

42.1 Newly Hired Employees

Newly hired employees shall be provided with the required orientation to facilitate his or her settlement into the job and should include:

- (a) Information about the Public Service;
 - (b) Information about the role of the Ministry and or Department, Unit where he/she is placed;
 - (c) Information about procedures and basic Government operations;
 - (d) Information on the role and function of the Civil Service Association.
- 42.2 The Association agrees to make sufficient copies of the Collective Agreement available within the Departments and/or branches to ensure that all Employees have access to this information.
- 42.3 The Employer further agrees to acquaint and provide new employees with the Staff Orders and Training Policy.
- ##### **42.4 Supervisory / Management Positions**

Persons who are brought into supervisory and or management positions shall be provided with adequate training in the following areas:

- (a) Interpersonal Relations
- (b) Conflict Resolution
- (c) Team Building
- (d) Management/Implementation of the Collective Agreement

Article 43 -PROBATION

Probationary period for new employees should not exceed one (1) year.

Article 44 -TRANSFER ON PROMOTION

The Employer agrees that in making recommendations for staff changes relating to transfer on promotion, due consideration shall be given to the candidate with the greatest seniority having regard for the required qualifications and performance appraisals.

Article 45 -SALARY RATES

The salary rates for the period shall be as follows:

- Year 1: (1st April, 2010 – 31st March, 2011) - 0%
- Year 2: (1st April, 2011 – 31st March, 2012) - 0%
- Year 3: (1st April, 2012 – 31st March, 2013) - 0%

Article 46- TOOLS, EQUIPMENT AND SUPPLIES

The Employer shall provide all tools, equipment and supplies required by employees in the performance of their duties. Replacements shall be made by the Employer on production of the worn out or broken tools and equipment.

Article 47- SEXUAL HARASSMENT

All employees covered by this Agreement have a right to freedom from sexual harassment in accordance with the Labour Act No.37 of 2006.

Article 48- GRIEVANCE PROCEDURE

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

48.1 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.

48.2 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, Ministry 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 must 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 arbitration for final and binding settlement, in accordance with the Labour Act No.37 of 2006.

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

48.4 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.

Article 49 - COMPLAINTS OF MISCONDUCT

49.1 The Employer shall be fair and impartial when:

- (a) investigating allegations of misconduct against an employee;
- (b) making recommendations to the appropriate authority to initiate disciplinary action against an employee.

49.2 Where an Employer alleges that an employee has conducted himself or herself in a manner which is contrary to his/her terms and conditions of employment, the Employer shall notify the employee of the allegations of misconduct and provide the employee with copies of the adverse reports written against him/ her; except if the adverse reports are confidential and it is in the public interest or in the interest of good administration that the employee should not receive copies of the adverse reports.

Article 50 -PERSONAL FILE

The Employer agrees to notify and provide the employee with a copy of any report written against him or her, whether confidential or otherwise, which is placed in the officer's personal file.

Article 51 -HIV / AIDS

51.1 The Employer recognizes that HIV/AIDS is a workplace issue and will be treated within the office like any other serious illness or condition.

51.2 Should a staff member consider that he/she has been subject to any conduct which constitutes discrimination or unfair practice in relation to HIV/AIDS, he/she is encouraged to take appropriate action under the grievance procedure.

51.3 The Employer in consultation with the worker(s) and their representative should take measures to reasonably accommodate the worker(s) with AIDS related illnesses.

Article 52- IMPLEMENTATION OF BENEFITS

52.1 All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess shall continue to be enjoyed in so far as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Association.

52.2 The code of conduct on matters not explicitly mentioned within the Agreement will be regulated by the Staff Orders drawn up in consultation with the Association.

Article 53-PARKING FACILITIES

The Employer will provide as many safe parking options as possible to its employees.

Article 54- WARDENS – BOYS TRAINING CENTRE

- 54.1 All wardens at the Boy's Training Centre shall be paid a night shift differential allowance of \$2.00 per hour.
- 54.2 All wardens shall receive free medical, dental and eye examinations at the expense of the Employer at state-owned institutions.
- 54.3 The Employer agrees to develop and maintain an employee assistance programme in order to offer counselling and other necessary assistance to wardens whose quality of work has been impaired.
- 54.4 The Employer agrees to provide a transportation allowance of \$5.00 per shift to all employees required to leave work after 10:30 pm.
- 54.5 All wardens shall receive three (3) sets of uniforms and a shoe allowance of \$200.00 per annum.

Article 55- EMPLOYEE ASSISTANCE PROGRAMME

The Employer agrees in consultation with the Association to establish an Employee Assistance Programme in the Public Service to provide general counselling and social services to its employees.

Article 56-FIRST – AID KITS

The Employer agrees to provide all employees within the bargaining unit who are exposed to such risk, as snake bites, with the appropriate first aid medication/antitoxins. Specific attention must be paid to Agricultural Officers and Land Surveyors in that regard.

Article 57 - UNIFORMS – CUSTOMS & EXCISE DEPARTMENT

- 57.1 All Customs Officers and Assistants will be provided with five (5) shirts per year and four (4) pairs of pants per year.
- 57.2 Customs Officers will receive one (1) pair of shoes every two years whilst;
- 57.3 Assistant Custom Officers will receive one (1) pair of shoes annually.

Article 58- STAND BY ALLOWANCE – NEMO OFFICERS

- 58.1 Employees of the National Emergency Management Organization (NEMO) are

expected to be on STAND BY for response to national emergencies at any time. Further, they are expected to work for extended hours as well as on weekends and holidays when responding to disasters.

58.2 The Employer recognizes the inconvenience that being on “STANDY BY” places on the daily lives of the employees concerned and, for that reason, the Employer agrees to pay NEMO officers a stand by allowance of two hundred and fifty (\$250.00) dollars per month for a six month period from June to November.

Article 59 - NIGHT SHIFT ALLOWANCE - TRANSIT HOME FOR CHILDREN

The Employer agrees to pay a shift allowance of seventy five (\$75.00) dollars per week to staff of the Transit Home for Children who work the 9:00p.m. to 7:00a.m. shift.

Article 60- CONTRIBUTION TO THE CSA’S MEDICAL PLAN

The Employer agrees that a sum of \$50,000.00 would be contributed annually to the CSA’s Medical Plan, and will be reviewed after a period of three years.

Article 61 -CONTRIBUTION TO THE CSA’S EDUCATION FUND

The Employer agrees that a sum of \$50,000.00 would be contributed annually to the CSA’s Education Fund, and will be reviewed after a period of three years.

SCHEDULE I

Employees to be provided with Insurance coverage as per article 34 shall include but are not limited to the following:

Government Information Service
Forestry Officers
Postmen
Customs Enforcement Officers
Supply Warehouse employees
Tax Officers
Crown Lands
Building Inspectors
Boys Training Centre employees
Turning Point Rehabilitation Centre employees
Golden Hope Hospital employees
Meteorological Services
Bailiffs
Agricultural Officers
Labour Officers
Drivers
Electrical Engineers, Technicians and Inspectors
Engineers and Engineering Assistants
Road Technicians
Laboratory Technicians
Driving Examiners
Potholing Crew (Labourers)
Chief and Deputy Physical Planning Officers
Development Control Officers
Physical Planning Officers
Building Officers
Surveyors
Valuation Surveyors
Valuation Officers
Survey Assistants
Architects, Architectural Assistants and Architectural Technicians
Construction Manager
Quantity Surveyors
Commissioner of Crown Lands
Crown Lands Officers and Assistants
Vet Officers
Fisheries Officers
Environmental Health Officer
Women's Support Centre employees
Transit Home for Children employees

SCHEDULE II

Employees to be provided with Protective Clothing as per Article 35.5 shall include but not limited to the following:

- Laboratory Workers
- Radiographers
- Printers
- Public Health Inspectors
- Physiotherapists
- Agricultural Officers
- Labour Officers
- Environmental Health Officers
- Medical Technologists
- Printing Technicians
- Survey Technician
- Research Assistants
- Occupational Health and Safety Officers
- Refrigeration Technicians
- Electrical Inspectors
- Building Officers
- Crown Lands Technicians/ Assistants
- Architectural Assistants
- Hospital Maintenance Technicians
- Forest/Wildlife Officers
- Livestock Extension Officers

SIGNED ON BEHALF OF THE
GOVERNMENT OF SAINT LUCIA

SIGNED ON BEHALF OF THE
SAINT LUCIA CIVIL SERVICE
ASSOCIATION

CHAIRMAN (GNT)

PRESIDENT (CSA)

SECRETARY (GNT)

SECRETARY (CSA)

WITNESSED BY: LABOUR COMMISSIONER



DATED THIS 21 DAY OF May 2013

