



COLLECTIVE AGREEMENT

BETWEEN

THE GOVERNMENT OF SAINT LUCIA

AND

THE SAINT LUCIA MEDICAL AND
DENTAL ASSOCIATION

FOR THE PERIOD

APRIL 01, 2007

TO

MARCH 31, 2010

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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)

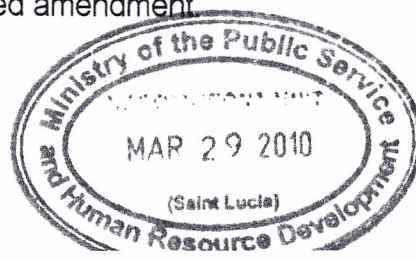
PREAMBLE

1. INTENT AND PURPOSE OF AGREEMENT

It is the intent and purpose of the Employer and the Association to set forth the agreed provisions covering salaries, hours of work and other working conditions, in order to promote and maintain mutually satisfactory relations between both parties and to achieve the highest level of worker performance and morale consistent with the good and optimum productivity of the Association.

2. PERIOD OF AGREEMENT

- (a) This Agreement shall take effect from 1st April, 2007 to 31st March, 2010 unless revised by mutual consent, and shall continue in force until renegotiated.
- (b) In the event of either party desiring to revise this Agreement three (3) months notice shall be given in writing. Where such notice relates to revision of the terms of this Agreement, the proposed amendments shall not in any 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.
- (c) Upon receipt of notice for revision there shall be a joint meeting between representatives of both parties within thirty (30) days of the receipt of such notices for the purpose of discussion of the proposed amendment.



3. IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

- (a) 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.
- (b) This shall apply to all clauses of the Agreement except those for which there are prescribed times.

4. RECOGNITION OF REPRESENTATION BY THE ASSOCIATION

Bargaining Unit

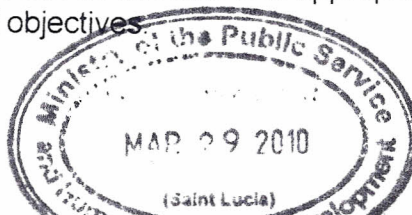
- (a) The Employer recognises the Association as the sole representative and collective bargaining agent for Medical and Dental Practitioners as defined in the Health Practitioner's Act No. 33 of 2006 whether permanent, part-time, temporary or casual and herein agrees to negotiate with the Association or any of its authorised Committees.
- (b) 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.
- (c) Nothing in this Agreement shall be construed to preclude the Employer from giving priority to Saint Lucians in the employment of workers.

5. EFFICIENCY AND PRODUCTIVITY

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;
- (d) Elimination of negative attitudes to work and development of proper work ethics.

In pursuit of this endeavour, representatives of both parties will meet from time to time to identify areas where improvement can be effected and appropriate corrective measures taken to achieve the aforesaid objectives.



6. ASSOCIATION MEMBERSHIP

All Employees represented by this Collective Agreement are eligible to become and remain members in good standing of the Association.

7. ASSOCIATION RIGHTS, SECURITY AND FUNCTIONS

- (a) 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 Government (Employer), provided that such Committees are of a Medical or Dental nature.
- (b) The Association shall keep the Employer informed of the names of the Officials and Committee members representing the Employees. The Employer agrees to recognise the Committee members or any authorised representatives of the Association.
- (c) The Employer agrees that special time off duty may be granted by the Permanent Secretary or Chief Medical Officer for Officials to attend to matters directly affecting the Association members but provided that reasonable notice is given and that Employers business is not adversely affected.

8. EMPLOYERS RIGHTS AND FUNCTIONS

- (a) The Association recognises that it is the right of the Employer to exercise the regular and customary functions of management to direct the work force to ensure that the 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.
- (b) These rights shall be construed within the limits of the Constitution, the Laws of the State and the Collective Agreement.

Article 1. CONTRACT FOR DOCTORS

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

1.1 PART-TIME CONTRACT

Part-time contracts allow doctors to have private practice. A part-time doctor is expected to work 20 hours a week within normal working hours.

1.2 FULL-TIME CONTRACT

It was agreed that this contract restricts doctors to their Government posts within normal working hours



1.3 WORKING HOURS

Part Time Doctors

Normal working hours shall be 20 hours per week between the hours of 8:00 a.m. to 4:00 p.m. on weekdays. Thereafter On-Call/Call-Out is computed.

Full Time Doctors

Normal working hours shall be 40 hours per week from 8:00 a.m. to 4:00 p.m. on weekdays. Thereafter On-Call/Call-Out is computed.

Doctors who work a shift system (for e.g. Accident & Emergency Room, Intensive Care Unit) will be required to work 40 hours per week. Thereafter On-Call/Call-Out is computed.

Article 2. ACCIDENT AND EMERGENCY ROOM ALLOWANCE

An allowance for medical officers in the Accident and Emergency Room will be paid as follows:-

Senior House Officer	-	\$840/month
Registrar	-	\$1120/month
Senior Registrar	-	\$1400/month

Article 3. ON CALL/CALL OUT/SESSIONS

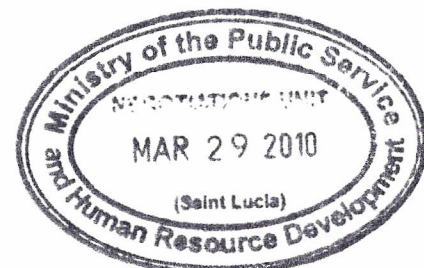
- 3.1 A Session is defined as four (4) hours of continuous clinical service by a Medical/Dental Practitioner.

Doctors who are providing continuous clinical service in the community or when working outside of a contract in hospital will be paid at Sessional rates.

Doctors who are resident on duty are fully committed to the hospital for 24 hours and will be paid On-Call/Call Out.

A Session will be remunerated at the following rates to the various categories of doctors:

Category of doctor	Sessional Rate
House Officer	\$100.00
Senior House Officer	\$110.00
Registrar	\$115.00
Senior Registrar	\$120.00
Consultant	\$125.00



3.2 RATES FOR ON CALL/CALL OUT

On-call, Call-out rates will be paid to the following categories of doctors:

	On Call	Call Out
House Officer	\$45	\$115
Senior House Officer	\$45	\$125
Registrar	\$45	\$135
Senior Registrar	\$45	\$145
Consultant	\$70	\$225



Article 4. PATERNITY LEAVE

- 4.1 Paternity leave grants eligible employees up to five (5) days of paid leave following the birth of his child, or upon the initial placement or legal adoption of a child under age 18.

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.

- 4.2 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.

- 4.3 Male employees requesting Paternity Leave should seek approval from the appropriate Head of Department/Permanent Secretary

- 4.4 Paternity Leave will only be granted:

(i) 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.

(ii) upon receipt of written confirmation by the mother which is to accompany the application above.

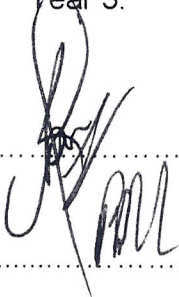
- 4.5 Paternity Leave following the birth of a child must be taken in full immediately after the birth or immediately following the child's release from a health care facility to the home.

- 4.6 Paternity Leave for an adopted child may be taken in full either at the time of initial placement or at the time of legal adoption.

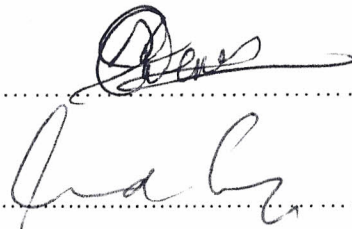
Article 5. SALARY INCREASES

The Employer agrees to pay rates of salary increases for the period 1st April, 2007 to 31st March, 2010 as follows:

Year 1:	(1st April, 2007 – 31st March, 2008)	3.0%
Year 2:	(1st April, 2008 – 31st March, 2009)	4.0%
Year 3:	(1st April, 2009 – 31st March, 2010)	7.5%



FOR AND ON BEHALF OF THE
GOVERNMENT OF SAINT LUCIA



FOR AND ON BEHALF OF THE
SAINT LUCIA MEDICAL AND
DENTAL ASSOCIATION

29 MARCH 2010
DATE

29/3/10
DATE



APPENDIX

DEFINITION OF MEDICAL OFFICERS

HOUSE OFFICER:

A doctor who has passed his/her final Medical examination but is not yet fully registered.
"Interns" are to hold House Officer Positions

SENIOR HOUSE OFFICER:

A fully registered doctor.

REGISTRAR:

A registered Medical 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 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.

CONSULTANT/SPECIALIST:

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.

MAJOR SPECIALTY AREAS:

Obstetrics & Gynaecology
Internal Medicine
Paediatrics
General Surgery

