



**COLLECTIVE AGREEMENT**

**BETWEEN THE**

**GOVERNMENT OF SAINT LUCIA**

**AND**

**THE NATIONAL WORKERS UNION**

**FOR THE PERIOD**

**APRIL 01, 2007 TO MARCH 30, 2010**



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**AGREEMENT**

**BETWEEN**

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

**AND**

**THE NATIONAL WORKERS' UNION**  
(Hereinafter referred to as the Union)

**BARGAINING UNIT**

Whereas the Employer has recognized and accepted the Union as the representative of its employees for the purpose of collective bargaining on matters concerning conditions of employment and general interest and welfare of all **hourly paid, daily paid, Town and Village Council Employees of Micoud, Dennery, Canaries, Anse-La-Raye, Gros Islet, Soufriere and non established Government Employees**, and whereas the Union in this capacity has concluded negotiations with the Employer, this Agreement witnesses as follows:

**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 his Employees as represented by the National 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 employees mentioned in the above bargaining unit.
- 1.3 In the furtherance of this purpose the Employer and the Union both acknowledge the rights and functions attributed to each other in Article 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 40 of this Agreement.

**ARTICLE 2 - MANAGEMENT RIGHTS AND FUNCTIONS**

- 2.1 It is acknowledged that all the rights, powers, authority and customary functions of

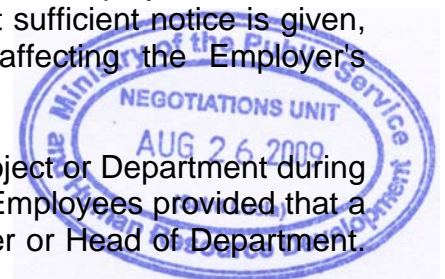


Management are vested in the Employer, including, inter-alia, the right to: -

- (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 working 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 the Contract of Service Act and the regulations made thereunder and in effect in the State;
- (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 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 Government; not more than two (2) shall be appointed at any one Project or Department.
- 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 Department 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 Project or Department during normal working hours to investigate specific complaints from Employees provided that a mutually acceptable time is arranged with the Project Manager or Head of Department.



The Project Manager or Head of Department 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 Shop Steward appointed by the Union for the Department/Project will be notified in writing.

**ARTICLE 4 - CONSULTATION**

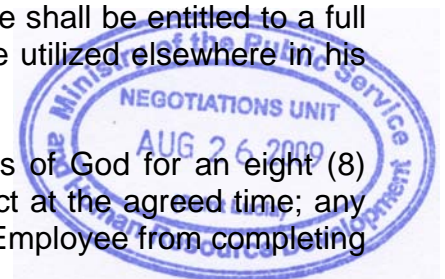
In order to maintain and further the harmonious relationship between the employer and the employees, there will be consultation between the Union and the Head of Department or officials to whom this Agreement directly relates, and the Permanent Secretary, Ministry for the Public Service when required.

**ARTICLE 5 - CHECK OFF SYSTEM**

- 5.1 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.
- 5.2 Deductions shall cease to be made when the authorization is canceled in writing by the individual 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.
- 5.3 The total amount deducted as stipulated in 5.1 shall be remitted monthly to the Union by the Employer, accompanied by a list of the names of employees on whose behalf payments are made.
- 5.4 The Union agrees to indemnify and save the Employer harmless from all claims, actions or suits arising from the above sub-clauses.

**ARTICLE 6 - HOURS OF WORK**

- 6.1 Employees shall be entitled, subject to Acts of God, to a forty (40) hour workweek consisting of five (5) days, Monday through Friday - of eight (8) hours per day.
- 6.2 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 in his category of work.
- 6.3 Employees shall be deemed to be employed, subject to Acts of God for an eight (8) hour day, so long as the employee reports on 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.

- 6.4 There shall be a tea or coffee break during the workday between the hours of 9.00 a.m. and 10.00 a.m. for a period of twenty (20) minutes duration.
- 6.5 There shall be a one hour Lunch Break during the working day, except on the authority of the Supervisor and by mutual agreement, the Employee elects 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 7            WAGE RATES**

- 7.1 The rates of salary increases for the period 1<sup>st</sup> April, 2007 to 31<sup>st</sup> March, 2010 are as follows:

1<sup>st</sup> April, 2007 – 31<sup>st</sup> March, 2008 - 3% plus \$500.00 lump sum  
1<sup>st</sup> April, 2008 – 31<sup>st</sup> March, 2009 - 4%  
1<sup>st</sup> April, 2009 – 31<sup>st</sup> March, 2010 - 7.5%

## **ARTICLE 8            OVERTIME**

- 8.1 Overtime rates for work performed after the agreed working times set out in Article 6 (excluding shift workers) shall be paid as follows: -

(a)    **Monday through Friday**

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

(b)    **Saturdays**

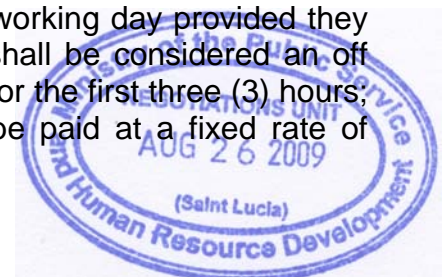
For the first four (4) hours at time and a half; double time thereafter.

(c)    **Sundays and designated Public Holidays**

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

- 8.2 For Shift Workers, any day in a 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. On Public Holidays, overtime shall be paid at a fixed rate of double time.

## **ARTICLE 9            -            DESIGNATED PUBLIC HOLIDAYS**





- 9.1 Employees shall be paid at the normal rate for eight (8) hours in respect of gazetted and proclaimed Public Holidays, provided such holidays fall on a normal working day.
- 9.2 In order to qualify for payment, it is required that the employees shall have worked on the scheduled working day preceding and following the holiday.
- 9.3 An Employee who has not turned out to work on the scheduled day following a designated Public Holiday, will be required to comply with the procedure outlined in Article 17.1, failing which he/she shall not be entitled to payment for that holiday.

**ARTICLE 10 - SHIFT ALLOWANCE**

- 10.1 The Employer agrees to pay a Shift Allowance of \$75.00 per week to Nursing Attendants who work the 9:00 p.m. to 7:00 a.m. shift at the Golden Hope Hospital.
- 10.2 All watchmen working the evening shift (as identified below) shall be paid a Shift Allowance of \$1.00 per hour.

**Schools in Districts 1-4**

- 4:00 p.m. to 12:00 midnight
- 12:00 midnight to 8:00 a.m.
- 9:00 p.m. to 5:00 a.m.

**Victoria Hospital, Golden Hope Hospital, Turning Point, Castries Health Centre**

- 3:00 p.m. to 11:00 p.m.
- 11:00 p.m. to 7:00 a.m.

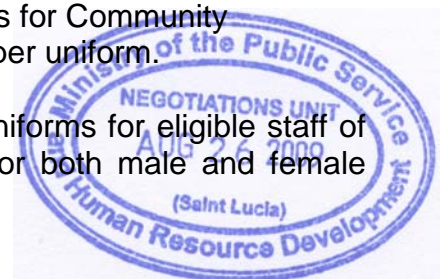
**ARTICLE 11 - SHOE ALLOWANCE**

- 11.1 The Employer agrees that a shoe allowance will be paid as follows:

Community Health Aides	-	\$230 per annum
Other Eligible Employees	-	\$200 per annum

**ARTICLE 12 - UNIFORM ALLOWANCE**

- 12.1 The Employer agrees to pay for the cost of tailoring of uniforms for Community Health Aides and Health Centre Attendants at the rate of \$70 per uniform.
- 12.2 The employer agrees to pay for the unit cost of tailoring of uniforms for eligible staff of Golden Hope and Victoria Hospitals at the rate of \$70.00 for both male and female employees.



**ARTICLE 13 - LAUNDRY ALLOWANCE**

The Employer agrees to pay a Laundry Allowance of \$260 per annum to Community Health Aides, Town & Village Council employees and other eligible employees of the Ministry of Health (e.g. persons covered under this agreement who are entitled to an allowance of laundry soap at the commencement of this new agreement).

**ARTICLE 14 - ACTING ALLOWANCE**

- 14.1 If an Employee is required to perform the function of a higher position than his own he shall be paid an acting allowance in keeping with the minimum rate of the higher category, which will bring him within the range of the salary or rate of the higher post.
- 14.2 Acting Allowances shall not be payable for acting arrangements of less than five (5) working days duration.

**ARTICLE 15 - BREAKFAST, LUNCH AND DINNER ALLOWANCE**

- 15.1 Employees who are required to work earlier than 7:00 a.m. will be given a Breakfast Allowance of fifteen dollars (\$15.00) a day.
- 15.2 A Lunch Allowance of twenty dollars (\$20.00) 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.
- 15.3 A Dinner Allowance of twenty-two dollars (\$22.00) shall be provided to Employees working two (2) hours beyond their normal working hours.

**ARTICLE 16 - PAID SICK LEAVE**

- 16.1 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.
- 16.2 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 consistent with the NIC provision Article 16.



**ARTICLE 17 - 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 18 - PATERNITY LEAVE**

18.1 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.

18.2 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.

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

18.4 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.

18.5 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.

18.6 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 19 - ANNUAL PAID VACATION LEAVE**

<b>19.1 Years of Service</b>	<b>No. of working days</b>
<b>1 to 3 years</b>	<b>16 working days</b>
<b>4 to 7 years</b>	<b>21 working days</b>
<b>8 to 14 years</b>	<b>24 working days</b>
<b>15 years and over</b>	<b>28 working days</b>



19.2 Continuous calendar days due to no fault of his rotation, temporary layoff and shorter workweek or any cause due to no fault of his shall be accumulated towards his 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 relatives.

20.2 For the purpose of this article close relative includes Mother, Father, Brother, Sister, 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.

20.4 (i) 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.

(ii) 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.

20.5 Employees may be granted time off to attend the funeral of a relative/friend other than a close relative.

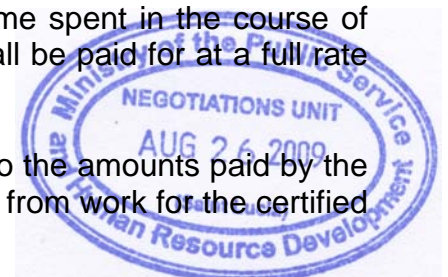
**ARTICLE 21 - ACCIDENT LEAVE**

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 Time-Keeper, Foreman or Supervisor, who in turn will submit a report on the prescribed form as provided for in the **Employee's (Occupational Health and Safety) Act (schedule 2 No. 10 of 1985)**

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 his condition is such that he ably resumes his employment, the normal working time spent in the course of obtaining medical attention and his return to the work site shall be paid for at a full rate of pay.

21.4 The employer agrees to pay a further percentage in addition to the amounts paid by the NIC so that worker receives his/her full wages during absence from work for the certified period accepted by the NIC.



**ARTICLE 22 - NATIONAL DUTY LEAVE**

The Employer shall grant leave of absence at 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 who is required to participate in any Trade Union activity such as Seminars, Conferences, Courses and External Trade Union Celebrations.

23.2 The period shall be for the duration of the activity only and any other absences without authority may deem the Employee as having vacated his 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 be granted to an Employee for the purpose of settling matters of an urgent private nature.

**ARTICLE 25 - TRANSPORTATION**

25.1 Where Employees are required to work away from their normal work place transportation -will be provided.

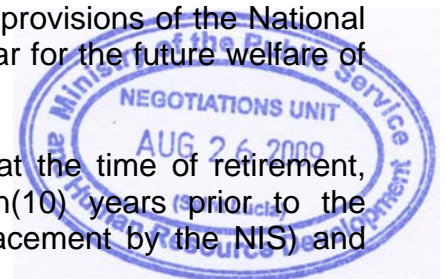
25.2 Or where other considerations and conditions make it necessary, transportation will be provided to and from the work place.

25.3 The Employer agrees to pay a Transportation Allowance of \$100.00 monthly to Community Health Aides. Dental Assistants who are required to carry out the school programme shall also be paid a transportation allowance.

**ARTICLE 26 - GRATUITY**

26.1 Both the Employee and the Employer are required under the provisions of the National Insurance Scheme to contribute five cents (5 c) on every dollar for the future welfare of the Employee.

26.2 Consideration will continue to be given to Employees who at the time of retirement, have been continuously employed for a maximum of ten(10) years prior to the establishment of the National Provident Fund in 1970 (replacement by the NIS) and



who, under normal circumstances would qualify for an ex-gratia award under the provisions of the Regulations 26 or the Pensions Act No. 9 (outside of 1967) of any of the benefits that he receives from the National Scheme. (refer to Appendix B)

26.3 Consideration will also be given by the Employer to persons who do not reach the ten (10) year minimum but had contributed several years of continuous service.

#### **ARTICLE 27 - MEDICAL ATTENTION**

27.1 Employees of the Ministry of Health covered by this agreement, including domestic assistants, orderlies, community health aides, attendants, dental assistants, nursing attendants, environmental health aides, and all such other employees whose duties expose them to hazardous and health threatening conditions, shall be entitled to Medical attention without charge at state health institutions.

The procedure for the distribution of pharmaceuticals via prescription:-

- 100 % free if it is acquired at a State-owned pharmacy
- 0% refund if purchased outside and available at a State-owned pharmacy
- 100% refund if not available at a State-owned Pharmacy and purchased outside
- 100% refund for purchasing a drug not imported by the State but is available at a local private pharmacy.

27.2 The Employer further agrees that it be mandatory for all such workers to undergo an annual medical examination free of cost.

#### **ARTICLE 28 - PROTECTIVE CLOTHING**

This is in accordance with the Schedule in Appendix A.

#### **ARTICLE 29 - FIRST AID KIT**

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 30 - WORKMEN'S COMPENSATION FOR INDUSTRIAL INJURY**

The Employer agrees that Injury Leave will be granted in accordance with Section G No. 76 of the National Insurance Regulations No. 37 of 1984 - Employment Injury Benefit.

#### **ARTICLE 31 - HEIGHT BONUS**

All Employees who are required during the performance of their duties to climb heights of forty (40) 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:

<b>40 – 80 ft</b>	<b>=</b>	<b>\$0.50 per hour</b>
<b>61 – 90 ft</b>	<b>=</b>	<b>\$0.75 per hour</b>
<b>91 – 100 ft</b>	<b>=</b>	<b>\$1.00 per hour</b>
<b>Over 100 ft</b>	<b>=</b>	<b>\$1.20 per hour</b>

**ARTICLE 32 - CALL OUT AND CALL BACK GUARANTEED BONUS**

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 3 hours pay at the prevailing overtime rate.

**ARTICLE 33 - RETRENCHMENT**

33.1 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.

33.2 Foremen and Supervisors are duty bound to notify Employees of intended lay-off (dismissal) one week in advance, provided that this was also decided upon or envisaged in advance.

Lay-off situations resulting from weather conditions would be treated as continuous employment for the purpose of computing gratuity.

**ARTICLE 34 - 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 35 - CHRISTMAS AND NEW YEAR SHOPPING TIME**

35.1 It is agreed that half (½) day be allotted to each worker by alternative arrangements for year-end shopping without work stoppage.

35.2 It is agreed that one (1) day be allocated to each worker outside the Castries/Gros-Islet area by alternative arrangements for year-end shopping without work stoppage.

**ARTICLE 36 - TASK WORK**

It is agreed that a committee will be established to determine what constitutes a task.



**ARTICLE 37 - EATING SHACKS**

It will be the responsibility of the Employer to provide eating shacks for workers when it is reasonably possible.

**ARTICLE 38 - JOB CATEGORISATION**

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

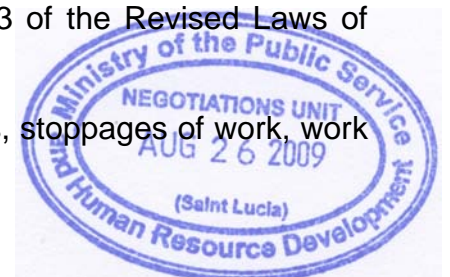
38.2 Such categorization will be carried out in full consultation with the Union.

**ARTICLE 39 - AVOIDANCE & SETTLEMENT OF GRIEVANCES & DISPUTES**

39.1 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 Timekeeper;
- (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, Project Manager 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 endeavor 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 of 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 103 of the Revised Laws of Saint Lucia 1957.

39.2 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 40 - PERIOD OF AGREEMENT**

40.1 This Agreement shall have effect from 1<sup>st</sup> April, 2007 to 30<sup>th</sup> March, 2010 and shall remain enforceable unless revised by mutual consent.

40.2 In the event of either party desiring to revise or terminate this Agreement, three (3) months notice shall be given in writing.

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.

40.3 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. Failing to reach agreement, the procedure outlined in paragraph 37.1 (a) to (f) shall be followed.

40.4 During the procedure outlined in Clause 37, the provision in Clause 37.2 shall apply.

**ARTICLE 41 - RETIREMENT**

Normal retirement age shall be in accordance with the retirement conditions established by the National Insurance Corporation.

**ARTICLE 42 - REDUNDANCY PAYMENTS**

The employer shall pay a severance in accordance with the Contract of Service Act Chapter 16.03 of the Revised Laws of St. Lucia 2001 except that for computation purposes one week wage shall be the weekly equivalent of the employees wage at the time of severance, or the statutory limit, which ever is greater.

**SIGNED ON BEHALF OF THE GOVERNMENT OF ST. LUCIA**

**SIGNED ON BEHALF OF THE NATIONAL WORKERS UNION**

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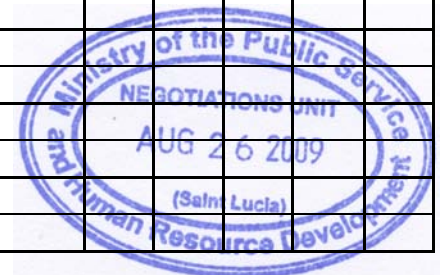
DATED THIS 26<sup>th</sup> DAY OF August 2008



Matthew Lebin

**APPENDIX A - Protective Clothing Allowance**

MINISTRY DEPARTMENT	CATEGORY	SUITS/ALLOWANCES	OVERALLS	DRESSES/ALLOWANCES	APRONS	SAFETY HELMETS	SAFETY BOOTS	SHOES/ALLOWANCES	GOOGLES	RESPIRATORS	RUBBER BOOTS	RAINCOATS	GLOVES
Housing & Local Gov't	Gangers/Firemen	2										1	
	Labourers (male)	3									2	1	2
	Labourers (female)			3							2	1	2
Health	Enviro. Health Aides	3						2					
	Vector Control Officers	3	2		1		2		1	2		1	2
	Community Health Aides			4				\$250					
	Health Centre Attendant			3				\$225					
	Domestic Assistants			3	2			\$225				1	
	Litter Wardens			3				2				1	2
	Nursing Attendants												
	Dental Assistants												
	Orderlies												
	Labourers												
	Mechanics												
	Electricians		2										
	Comm. & Works	Mechanics		2				2					1
Crane Operators			2			1	2				1		2
Back end Operator			2			1	2						2
Trailer Drivers		3					2					1	2
Welders			2				2		1				2
Store Keepers			2				2						
Vibrol Operators		3	2			1	2						2
Vehicle Operators		3					2						
Roller Operators			2			1	2						2
Tyre Repair Men		3	2				2						2
Labourers (male)											2	1	2
Labourers (female)				3							2	1	
Lab Assistants													
Technicians													
Electricians													
Commerce													
Agriculture													
Education													



## APPENDIX B

### ARTICLE 26.2 – GRATUITY

This matter will be dealt with by way of an exchange of letters between the National Workers Union and the Ministry of the Public Service and Human Resource Development and shall form an addendum to the Collective Agreement for the period 2007-2010.



.....  
**MINISTRY OF THE PUBLIC SERVICE  
HUMAN RESOURCE DEVELOPMENT**

26 August 2009  
.....

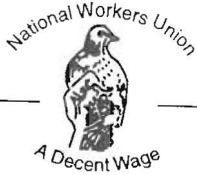
**DATE**

  
.....  
**NATIONAL WORKERS UNION**

26<sup>th</sup> Aug. 2009  
.....  
**DATE**



M 5660



# NATIONAL WORKERS UNION

P.O Box 713 \* Castries \* St. Lucia, W.I.  
Tel.: 758-452-3664 \* Fax: 758-453-2896  
E-mail: natwork3@hotmail.com

Tyrone Maynard - PRESIDENT  
George Goddard - SECRETARY  
Caroline Caroo - FIN. OFFICER

*Ms Hyacinthe  
15/09/09*

August 25, 2009

Mr. Philip Dalsou  
Secretary  
Government Negotiating Team  
Ministry of the Public Service  
Government Buildings, Waterfront  
Castries

Dear Sir,

Further to our meeting of August 9, 2009 during which we discussed the gratuity provisions of the collective agreement with Minister Lenard Montoute and yourself, we confirm the agreement between the parties that gratuity awards to retiring non-establishment employees, who have served for at least ten (10) years continuously, shall be dealt with between the Union and the Ministry of the Public Service on a case by case basis.

It is further agreed that this letter will form an addendum to collective agreement.

Yours sincerely,  
NATIONAL WORKERS' UNION

George Goddard Jr.  
Secretary General

Cc: Hon. Lenard Montoute, Minister of the Public Service





# Ministry of the Public Service & Human Resource Development

*Communications on this subject  
should be addressed to:  
The Permanent Secretary*

*Graham Louisy Administrative Building,  
2<sup>nd</sup> Floor, Waterfront, Castries,  
Saint Lucia, W.I*

8<sup>th</sup> September, 2009

Mr. George Goddard Jr.  
Secretary General  
National Workers Union  
P.O. Box 713  
Castries

Dear Sir

## **Re: Gratuity Provision**

The Ministry of the Public Service and Human Resource Development is in receipt of your letter dated 25<sup>th</sup> August, 2009 and hereby informs you that the Ministry has agreed that:

1. gratuity awards to retiring non-establishment employees, who have served for at least ten (10) years continuously, shall be dealt with between the Union and the Ministry of Public Service and Human Resource Development on a case by case basis; and
2. this letter will form an addendum to the Collective Agreement.

Please be guided by the above.

Yours faithfully

.....  
**PHILIP DALSOU**  
**Permanent Secretary**