



COLLECTIVE AGREEMENT

BETWEEN

THE GOVERNMENT OF SAINT LUCIA

&



SAINT LUCIA FIRE 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 CORRECTIONAL SERVICE WELFARE ASSOCIATION
(Hereinafter referred to as the Association)

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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 Fire Service.

In furtherance of this purpose, the Employer and the Association both acknowledge and agree to honour and recognise the rights and obligations herein and discharge faithfully the duties and functions attributed to each other.

2 PERIOD OF AGREEMENT

- (a) This Agreement shall take effect from 1st April 2010 to 31st March 2013 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 circumstances 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.

Article 1 - RECOGNITION OF REPRESENTATION BY THE ASSOCIATION

Bargaining Unit

- 1.1 The Employer recognizes the Association as the sole representative and collective bargaining agent for all members of the Fire Service with the exception of the Chief

Fire Officer (in accordance with Section 35 of the Fire Service Act, Chapter 14.04 of the Revised Laws of Saint Lucia 2001) whether permanent, or temporary, 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, 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, in accordance with the Equality of Opportunity & Treatment in Employment & Occupation Act Chapter 16.14 of the Revised Laws of Saint Lucia 2001.
- 1.3 Nothing in this Agreement shall be construed to preclude the Employer from giving priority to Saint Lucians in the employment of workers.

Article 2- EFFICIENCY AND PRODUCTIVITY

- 2.1 The parties hereby agree to undertake to co-operate fully in an endeavour to achieve the following objectives in the Fire Service.
 - (a) Increase efficiency and productivity.
 - (b) Elimination of waste of resources.
 - (c) Elimination of conditions of work inimical to increase efficiency and productivity.
 - (d) Elimination of negative attitude to work and development of proper work ethics.
- 2.2 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.

Article 3 - ASSOCIATION MEMBERSHIP

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

Article 4 - ASSOCIATION RIGHTS, SECURITY AND FUNCTIONS

- 4.1 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.

- 4.2 The Employer agrees that special time off duty may be granted by the Permanent Secretary or Head of Department for Shop Stewards or Officials to attend to matters directly affecting the Association members but providing that reasonable notice is given and that employers business is not adversely affected. The Employer agrees to allow the Association officials admittance to any Section or Department or Branch during working hours to investigate specific complaints from employees provided that a mutually acceptable time is arranged with the Head of Department.

Article 5- EMPLOYERS RIGHTS AND FUNCTIONS

- 5.1 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 Home Affairs affecting the professional conduct of Employees.
- 5.2 These rights shall be construed within the limits of the Constitution, the Laws of the State and the Collective Agreement.

Article 6 - CONSULTATION AND DEMOCRATIZATION

In order to maintain and further the harmonious relationship between the Employer and Employees there will be regular dialogue between the Association and Ministry of Home Affairs and Management officials to whom this Agreement directly relates, on matters pertaining to redundancies, changes in working conditions, hours of work, staffing and restructuring etc. and other matters affecting the Fire Service.

Article 7 - TECHNICAL INFORMATION

The Employer shall provide the Association on request, if available, information required by the Association such as Job Description, Seniority Lists, Job Classification, Salary Rates, 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 8 - LABOUR MANAGEMENT BARGAINING RELATIONS

No employee or group of employees shall undertake to represent the Association at meetings with the Employer without the proper authorisation of the Association.

Article 9 - IN-SERVICE TRAINING/GENERAL TRAINING

- 9.1 The Employer recognises that education is a continuing process. Accordingly, the Employer shall allow the Association to sponsor and pursue during normal working hours work related educational activities such as Seminars, workshops and lectures

provided that reasonable notice is given and subject to the exigencies of the Service.

- 9.2 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.
- 9.3 The Employer agrees to provide study leave in accordance with the Government's Study Leave Policy for the Public Service and the fire service regulations.

Article 10 - TIME OFF FOR URGENT, 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, the Employer may agree to give time off not exceeding five (5) days in any one (1) year.

Article 11 - VACATION LEAVE

Vacation Leave shall be calculated in working days: Mondays to Fridays excluding Holidays.

Article 12 - SICK LEAVE

Sick leave shall be granted in accordance with the Fire Service Regulations and the Staff Orders.

Article 13 - MATERNITY LEAVE

- 13.1 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.
- 13.2 The Employee may be allowed to proceed on Vacation Leave immediately on completion of Maternity Leave.
- 13.3 An employee shall not lose seniority on return to work.
- 13.4 Maternity leave shall be additional to vacation leave.
- 13.5 The foregoing shall apply to any female employee, regardless of age, nationality or marital status.

Article 14 - PATERNITY LEAVE

- 14.1 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.
- 14.2 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.
- 14.3 Male employees requesting Paternity Leave should seek approval from the appropriate Head of Department/Permanent Secretary
- 14.4 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.
- 14.5 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 15 - ADOPTION LEAVE

- 15.1 Employees applying for adoption leave must notify their employer of their intention to adopt a child no less than 14 days after the employee has applied for an adoption order in accordance with the Adoption Act 4.07 2005 Revised Laws of Saint Lucia .
- 15.2 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 2005 Revised Laws of Saint Lucia or on the date that a Court of competent jurisdiction made an adoption order to authorize that the child be adopted by the employee.
- 15.3 Adoption leave shall be in addition to vacation leave.

Article 16 - FUNERAL/COMPASSIONATE LEAVE

- 16.1 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.
- 16.2 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.
- 16.3 Employees requesting Funeral/Compassionate Leave should seek approval from the

appropriate Head of Department/Permanent Secretary:

- (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.

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

16.5 Special Leave for urgent private affairs should be in accordance with the Fire Service Regulations.

16.6 Special Leave for participation in sporting activities should be in accordance with Staff Orders.

Article 17 - 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 18 - OFFICERS ON TRANSFER

All matters relating to the transfer of fire officers shall be in accordance with the Government's Relocation Policy.

Article 19 - DUTY ALLOWANCE

19.1 Duty Allowance to be paid to all officers at rate of \$350.00 per month.

19.2 Members of the Fire Service should only exceed his or her normal hours of duty for the following:-

1. Emergencies - Fire Call
2. National Parades
3. Guard of Honour Parade
4. Chief Fire Officer's Parade
5. Divisional Officer's Parade
6. State Funerals
7. General Meetings
8. Training
9. For any other duty in the professional judgement of the officer in charge at the time, that is necessary for the preservation of life and property.

Article 20 - LAUNDRY ALLOWANCE

Laundry Allowance shall be paid at the rate of one hundred dollars (\$100.00) per month to Officers.

Article 21 - SUBSISTENCE ALLOWANCE

The six (6) Hour Block paid to Civil Servants shall apply to the Fire Service at the same rate.

Article 22 - UNIFORM ALLOWANCE

22.1 A Uniform Allowance shall be paid to all officers at and above the rank of Station Officer at the rate of one hundred and fifty dollars (\$150.00) per month.

22.2 As far as practicable, Uniforms should be issued to members in accordance with the Fire Service Regulations.

Article 23 - EXCESS WORKING HOURS

Members of the Fire Service should leave duty at the time stipulated for the shift to end.

- (a) Excess Working Hours Allowance shall be paid at the rate of five hundred and fifty dollars (\$550.00) per month in respect of scheduled excess working hours. This allowance shall be paid to officers up to and including the rank of Station Officer.
- (b) As the strength of the Fire Service increases it is expected that the number of hours will be reduced and the appropriate modification be made to the excess working hours.

Article 24 - TELEPHONE ALLOWANCE

A telephone allowance shall be paid to all gazetted officers including Station Officers at a rate of \$60.00 per month

Article 25 - LODGING ALLOWANCE

A lodging allowance shall be paid to all officers up to the rank of Station Officer at a rate of \$40.00 per month.

Article 26 - RELOCATION ALLOWANCE

Any Fire Officer detached to conduct recruitment training shall be paid relocation allowance in accordance with the rates approved by Cabinet

Article 27 - FINANCIAL ASSISTANCE FOR CAFF

The employer recognizes the Caribbean Association of Fire Fighters (CAFF) as a regional body representing firefighters within the Caribbean Region and agrees to make an annual financial contribution of \$679.23 to assist the Association with its recurrent expenditure.

Article 28 - ACTING ALLOWANCE

Where a Fire Officer has been appointed to do the duties of another Fire Officer in a higher rank who is on Vacation or Sick Leave, or on a Training Course or hospitalised, the Officer so appointed will be paid the minimum salary of the rank of the Officer whose duties he is performing, providing that such period is not less than twenty-eight (28) days.

Article 29 - PERSONAL RECORD

Personal records shall be maintained in accordance with the Fire Service Regulations and the Staff Orders.

Article 30 - PROTECTIVE CLOTHING

Every member should be equipped with appropriate protective clothing and any other form of protective equipment that may be needed for fire fighting, emergency medical services, fire prevention and engineering purposes in accordance with the Employees (Occupational Health and Safety) Act Chapter 16.02 of the Revised Laws of St. Lucia 2001.

Article 31 - COVERAGE FOR MEMBERS

- 31.1 All Fire Service Personnel should have a proper Insurance coverage and the premium should be paid by Government to a recognised Insurance Company in the State.
- 31.2 The Employer agrees to institute a group Insurance Scheme to cover members for Death, Disability and Injury. This Insurance Scheme to cover Fire Officers will be discontinued after the establishment of a Commission as mandated by the Protective Services Compensation Act No.31 of 2006. The aforementioned Act will replace the Insurance Scheme since it is 'An Act to provide for the payment of compensation in respect of officers of the protective services who suffer injury or die in circumstances arising out of and in the course of employment with the State and for related matters.

Article 32 - BENEFITS

- 32.1 When a member of the Service dies as a result of an injury obtained while in the service, Government may grant to his / her legal representative a gratuity in accordance with the Pensions Act Chapter 15.26 of the Revised Laws of Saint Lucia 2005.
- 32.2 If a member of the Service has been injured while on duty and is incapacitated and such

incapacity necessitates that his/her service be dispensed with, such a member shall be compensated in accordance Pensions Act Chapter 15.26 of the Revised Laws of Saint Lucia 2005, the National Insurance Corporation Act Chapter 16.01 of the Revised laws of Saint Lucia 2005 or the Protective Services (Compensation Act) No. 31 of 2003, whichever may be applicable at the time of his/her injury.

- 32.3 When a member of the Service has been injured whilst on duty all necessary medical facilities and other aid required by the member shall be provided for by Government.
- 32.4 The Employer agrees that personnel who lose personal items or those items become damaged while on duty, should receive replacement of such items on a case-by-case basis, when the incident arises. These items will include spectacles, shoes, etc. The replacement should be equitable in quality to what was lost.

Article 33 - TRANSPORTATION

In a case where a member has to work in excess of his normal tour of duty or is called from his home, transportation may be provided to take the member home after performing such duty.

Article 34 - COMMUNICATION

The Fire Service Association may communicate with its members by means of telephone, circulars, meetings and any other possible forms after consent has been granted by the Chief Fire Officer in writing.

Article 35 - JOB DESCRIPTION

The Employer agrees that Job Descriptions shall be provided for the following ranks in the Fire Service:

1. Fireman
2. Leading Fireman
3. Sub Officer
4. Station Officer
5. Assistant Divisional Officer
6. Divisional Officer

Article 36 - DISCIPLINE

36.1 Discipline shall be in accordance with the rules and regulations of the Public Service Commission.

36.2 Grievance Procedure

1. This article provides the procedure for dealing with requests, complaints, conflict and differences as they may arise from time to time in the work place.

2. Any grievance as defined herein, initiated by an employee or group of employees, shall be handled in accordance with the grievance procedure.
3. A grievance is defined as a claim or dispute with the employer by an employee or employees, involving alleged violation by the employer of the terms of this agreement. When any grievance arises, there shall be no interruption of work or other violation of this agreement of any kind on account thereof, but the same shall be settled as promptly as possible in the following manner:
 - (a) The request, complaint or difference shall first be discussed by the employee or employees concerned with their Divisional Heads within forty- eight (48) hours.
 - (b) After the procedure laid down in Section 3 (a) of this article has been carried out, and if no satisfactory settlement has been arrived at, the representative of the Association shall discuss the matter with the Divisional heads within forty-eight (48) hours.
 - (c) After the procedure laid down in Section 3 (b) of this article has been carried out, and if no satisfactory settlement has been arrived at, the representative of the Association shall discuss the matter with the Department head of the Ministry within forty-eight (48) hours.
 - (d) After the procedure laid down in Section 3 (c) of this article has been carried out, and if no satisfactory settlement has been arrived at, the representatives of the Association shall discuss the matter with the Permanent Secretary within forty-eight (48) hours.
 - (e) After the procedure laid down in Section 3 (d) of this article has been carried out, and if no satisfactory settlement has been arrived at, The Association shall be received by representatives of the Ministry within four (4) days. They shall meet with a view of reaching a mutually acceptable settlement.
 - (f) If no settlement of the grievance(s) is/are reached at the meeting held under Section 3 (e) of this article, either party may refer the matter(s) to the Labour Commissioner for conciliation.
 - (g) If no settlement of the grievance(s) is/are reached at the meeting held under Section 3 (f) of this article, either party may refer the matter(s) to the minister of Labour for mediation.
4. Nothing in the foregoing shall be construed to prevent the employee from presenting to the Association any grievance for disposition through the appropriate steps of the grievance procedure.

5. In no case will the employees withhold their labour or strike, indulge in go-slow, a demonstration, or organised disturbance unless the grievance procedures outlined above have been exhausted to the fullest without settlement. In like manner, the employer shall not enforce any lock-outs on its employees until the above procedures have been exhausted without settlement.

36.3 ILO Conventions

The employer agrees to adhere to all ILO conventions signed by the Government of Saint Lucia.

Article 37 - MEAL ALLOWANCE

- 37.1 When a member is off duty and is called in to perform duty at the station, he/ she may be provided with meals.
- 37.2 An employee who is required to work during his/her meal hour (Breakfast, Lunch and Dinner) or a double shift shall be paid a meal allowance in accordance with the rates approved by Cabinet .

Article 38 - ADVANCES - SALARIES

Advances shall be given to members in accordance with the conditions laid down in the Staff Orders for the Public Service of Saint Lucia.

Article 39 - KITCHEN FACILITIES

The employer agrees to provide all that is necessary for the maintenance of a kitchen facility for culinary provisions.

Article 40 - SALARY RATES

The salary rates for the period 1st April 2010 to 31st March 2013 are as follows:

1 st April 2010 - 31 st March 2011	-	1%
1 st April 2011 - 31 st March 2012	-	1.5%
1 st April 2012 - 31 st March 2013	-	1.5%

Article 41 - LABOUR MANAGEMENT COMMITTEE

- 41.1 A Labour Management Committee to be known as 'the Committee' on Industrial relations in the Public Service (C.I.R.P.S.) shall be established consisting of three (3) representatives of the Association and three (3) representatives of the Employer.

The Committee shall enjoy the full support of both parties in the interest of improved service to the public and job securities for employees. Decision of this Committee shall be arrived at by consensus and shall bind both parties after ratification by Cabinet.

41.2 The Committee shall comprise of:

- (a) The Permanent Secretary, Ministry of the Public Service, Information and Broadcasting or his representative
- (b) The Permanent Secretary, Ministry of Home Affairs and National Security or a representative
- (c) The Chief Fire Officer
- (d) Three Representatives of the Association

41.3 The Committee shall concern itself with 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 for Employees, relating to questions of working conditions and services, excluding matters, which are the responsibility of the Public Service Commission and Public Service Board of Appeal.
- (d) Resolving grievances and misunderstandings.

41.4 Meetings of C.I.R.P.S. shall be held at least once every quarter.

Emergency meetings shall be summoned by either party, providing that 7 days notice is given.

Article 42 - PENSIONS FEASIBILITY STUDY

The employer agrees that within six (6) months of the signing of the Collective Agreement to conduct a feasibility study for the Fire Service and to revise the Pensions (Amendment) Act No. 19 of 2003, as it relates to the duties of Fire Officers.

Article 43 - BENCHMARK QUALIFICATIONS

The Employer agrees to institute a benchmark qualifications system within the department to assist with promotion of the various ranks from Fireman to Station Officer.

Article 44 - DETACHMENT

One member of the Association should be detached from normal duties in order to look after matters on a fulltime basis.

Article 45 - LIEU LEAVE

All officers below the rank of Assistant Divisional Officer attached to Fire Suppression and Emergency Medical Services (EMS) duties shall be awarded 13 lieu days in accordance with all public holidays observed in the state whether he/she is physically on duty or not.

Article 46 - TIME OFF FOR EDUCATIONAL ADVANCEMENT

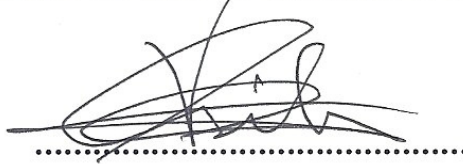
Employees enrolled in part time courses/programmes directly related to the duties of the St. Lucia Fire and Emergency Services may be given time off to attend classes and completion of exams.

Article 47 - REPRESENTATION ON COMMITTEES

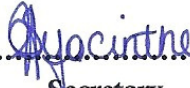
The necessary arrangements shall be made to have the Fire Service Association represented on the following committees set up by the employer:

- (a) Training Committee
- (b) Any other committee which may be set up from time to time and which directly concerns members of the Fire Service Association.

SIGNED ON BEHALF OF THE GOVERNMENT OF ST. LUCIA



Chairman



Secretary


SIGNED ON BEHALF OF THE ST. LUCIA FIRE SERVICE ASSOCIATION



President



General Secretary

WITNESSED BY: 
Labour Commissioner



DATED THIS 30 DAY OF March 2013

