



COLLECTIVE AGREEMENT

BETWEEN

THE GOVERNMENT OF SAINT LUCIA

&



THE NATIONAL WORKERS UNION

April 01, 2013 ~ March 31, 2016

AGREEMENT
BETWEEN
THE GOVERNMENT OF ST. LUCIA
(Hereinafter referred to as the Employer)
AND
THE NATIONAL WORKERS UNION
(Hereinafter referred to as the Union)

INDEX
Bargaining Unit

ARTICLES

Article 1
SPIRIT, PURPOSE AND SCOPE OF THE AGREEMENT

Article 2
MANAGEMENT RIGHTS AND FUNCTIONS

Article 3
UNION RIGHTS AND FUNCTIONS

Article 4
CONSULTATION

Article 5
CHECK OFF SYSTEM

Article 6
HOURS OF WORK

Article 7
WAGE RATES

Article 8
OVERTIME

Article 9
DESIGNATED PUBLIC HOLIDAYS

Article 10
SHIFT ALLOWANCE

Article 11
SHOE ALLOWANCE

Article 12
UNIFORM ALLOWANCE

Article 13
LAUNDRY ALLOWANCE

Article 14
ACTING ALLOWANCE

Article 15
BREAKFAST, LUNCH AND DINNER ALLOWANCE

Article 16
PAID SICK LEAVE

Article 17
MATERNITY LEAVE

Article 18
PATERNITY LEAVE

Article 19
ADOPTION LEAVE

Article 20
ANNUAL PAID VACATION LEAVE

Article 21
FUNERAL/COMPASSIONATE LEAVE

Article 22
ACCIDENT LEAVE

Article 23
NATIONAL DUTY LEAVE

Article 24
LEAVE FOR TRADE UNION ACTIVITIES

Article 25
LEAVE FOR PRIVATE URGENT AFFAIRS

Article 26
TRANSPORTATION

Article 27
EX GRATIA

Article 28
MEDICAL ATTENTION

Article 29
PROTECTIVE GEAR

Article 30
FIRST AID KIT

Article 31
WORKMEN'S' COMPENSATION FOR INDUSTRIAL INJURY

Article 32
HEIGHT BONUS

Article 33
CALL OUT AND CALL BACK GUARANTEED BONUS

Article 34
RETRENCHMENTS

Article 35
WASH-UP TIME

Article 36
CHRISTMAS AND NEW YEAR SHOPPING TIME

Article 37
TASK WORK

Article 38
EATING FACILITIES

Article 39
JOB CATEGORIZATION

Article 40
AVOIDANCE AND SETTLEMENT GRIEVANCES AND DISPUTES

Article 41
RETIREMENT

Article 42
REDUNDANCY PAYMENTS

Article 43
TIME OFF - PREPARATIONS FOR EXAMINATIONS

Article 44
LEAVES OF ABSENCE

Article 45
PERIOD OF AGREEMENT

APPENDIX A - SALARY ADJUSTMENTS

APPENDIX B – PROTECTIVE GEAR (PROTECTIVE TOOLS)

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 and daily paid Town and Village Council employees of Micoud North, 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 Articles 2 and 3 of this Agreement.
- 1.4 They specifically agree that any requests, complaints or differences arising out of or concerning the amendments or renewal of all or part of this Agreement shall be dealt with in the manner laid down in Article 40 of this Agreement.

ARTICLE 2- MANAGEMENT'S 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 workforce, 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 or retire employees;

- (f) Discipline or dismiss employees for cause;
- (g) Make redundant, employees not required, in accordance with the Labour Act, No. 37 of 2006 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'S RIGHTS AND FUNCTIONS

- 3.1 Within the limits of this Agreement and/or local labour legislation the Union shall have the right to exercise the functions of a Trade Union.
- 3.2 The Employer agrees to afford all reasonable assistance to the Union to enable it to carry out its legitimate functions.
- 3.3 The Union shall keep the Employer informed of the names of its officials and shop stewards representing the employees. All Shop Stewards will themselves be employees of 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 and the General Secretary of the Union 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, Department of the Public Service and other Permanent Secretaries 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 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 work week 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 work day 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 Wage rates for the period April 1, 2013 to March 31, 2016 are as follows:

| | |
|--------------------------------|----|
| April 1, 2013 – March 31, 2014 | 0% |
| April 1, 2014 – March 31, 2015 | 0% |
| April 1, 2015 - March 31, 2016 | 0% |

7.2 Wage adjustments are to be made in accordance with Appendix A.

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

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 16.1, failing which he/she shall not be entitled to payment for that holiday.

9.4 Shift workers who are scheduled to work on a public holiday and who report to work shall be paid at a rate of double time.

ARTICLE 10- SHIFT ALLOWANCE

- 10.1 The Employer agrees to pay a Shift Allowance of \$75.00 per week to Nursing Attendants as well as Orderlies, Health Aides, Porters, Domestic Assistants and Security Officers who work the 9:00 p.m. to 7:00 a.m. shift at the Mental Wellness Centre, Turning Point, Victoria Hospital and the Castries Health Centre.
- 10.2 All watchmen working the evening shift (as identified below) shall be paid a Shift Allowance of \$1.10 per hour.

Schools in Districts 1-8

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, Mental Wellness Centre, 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

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

| | | |
|--------------------------|---|--------------------|
| Community Health Aides | - | \$240.00 per annum |
| Other Eligible Employees | - | \$210.00 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 \$90.00 per uniform.
- 12.2 The Employer agrees to pay for the unit cost of tailoring of uniforms for eligible staff of the Saint Lucia National Mental Wellness Centre and Victoria Hospital at the rate of \$90.00 for both male and female employees.

ARTICLE 13- LAUNDRY ALLOWANCE

The Employer agrees to pay a Laundry Allowance of \$290.00 per annum to Community Health Aides, Town & Village Council employees and other eligible employees of the Ministry of Health.

ARTICLE 14- ACTING ALLOWANCE

- 14.1 If an employee is authorized to perform and has performed the function of a higher position than his/her own he/she shall be paid an acting allowance in keeping with the minimum rate of the higher category, which will bring him/her 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 The Employer also agrees to pay a breakfast allowance of eighteen dollars (\$18.00) to non-shift employees who are required / authorized to start work before 7:00 am.
- 15.2 A Lunch Allowance of twenty five dollars (\$25.00) shall be provided to an employee called upon to work through his/her lunch hour, and because of the distance cannot return home for his/her mid-day meal.
- 15.3 A Dinner Allowance of twenty five dollars (\$25.00) shall be provided to employees working two (2) hours beyond their normal working hours.

ARTICLE 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.

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) working days of paid leave following the birth of his child.

- 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:
- (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.
- 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.

Article 19- ADOPTION LEAVE

- 19.1 Employees applying for adoption leave must notify their Employer of their intention to adopt a child no less than fourteen (14) days after the employee has applied for an intent to adopt or a court order from the Department of Human Services or an authorized agency.
- 19.2 Employees are entitled to five (5) working days adoption leave which may start on the date the child is placed in the care of the employee in accordance with Section 4 (6) of the Adoption Act Chapter 4.07 of the Revised Laws of Saint Lucia 2005.
- 19.3 Adoption leave shall be in addition to vacation leave.

ARTICLE 20- ANNUAL PAID VACATION LEAVE

| Years of Service | No. of working days |
|--------------------------|----------------------------|
| 1 to 3 years | 16 working days |
| 4 to 7 years | 21 working days |
| 8 to 14 years | 24 working days |
| 15 years and over | 28 working days |

- 20.2 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 21- FUNERAL/COMPASSIONATE LEAVE

- 21.1 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.
- 21.2 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.
- 21.3 Employees requesting Funeral/Compassionate Leave should seek approval from the appropriate Head of Department/Permanent Secretary.
- (i) Three (3) working days leave with pay shall be granted to an employee on the death of a close relative to attend or to make arrangements for the funeral locally.
- (ii) Where an employee has to attend a funeral of a close relative overseas he/she may be granted up to seven (7) working days of paid leave.
- 21.4 Employees may be granted time off to attend the funeral of a relative/ friend other than a close relative.

ARTICLE 22-ACCIDENT LEAVE

- 22.1 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 to the Head of Department on the prescribed form as provided by the Labour Act, No 37 of 2006.
- 22.2 Immediately after an accident, the employee is to be provided with transportation if and when necessary so that he/she 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.
- 22.3 Where the employee is not detained at a recognized Hospital and his/her condition is such that he/she 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.
- 22.4 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 23- 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 24- LEAVE FOR TRADE UNION ACTIVITIES

- 24.1 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.
- 24.2 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.
- 24.3 In every case, the Union must provide proof to the Employer that the employee has been accepted for participation in any such activity.

ARTICLE 25- 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 26- TRANSPORTATION

- 26.1 Where employees are required to work away from their normal work place transportation will be provided.
- 26.2 Or where other considerations and conditions make it necessary, transportation will be provided to and from the work place.
- 26.3 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 27-EX GRATIA

- 27.1 An Ex-gratia shall be paid to an employee who has attained the age of retirement in accordance with the National Insurance Corporation Act and has been continuously employed for a minimum of ten (10) years.
- 27.2 An employee who has worked in excess of ten (10) years but below fifteen (15) years shall receive an ex-gratia of three thousand dollars (\$3, 000.00).
- 27.3 An employee who has provided continuous service for a minimum of fifteen (15) years shall receive an ex-gratia of five thousand dollars (\$5,000.00).
- 27.4 An employee who has retired from the public service on medical grounds and who has not attained the retirement age under Article 41 but has provided continuous service for a minimum of ten (10) years or fifteen (15) years respectively shall receive an ex gratia award.

ARTICLE 28-MEDICAL ATTENTION

28.1 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, Town and Village Council employees 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.

28.2 The Employer further agrees that it be mandatory for all such workers to undergo an annual medical examination free of cost at state owned institutions.

ARTICLE 29 - PROTECTIVE GEAR (PROTECTIVE TOOLS)

This is in accordance with the Schedule in Appendix B.

ARTICLE 30-FIRST AID KIT

The Employer shall provide and maintain a First Aid Kit on all permanent sites and on temporary sites where it is found necessary to do so.

ARTICLE 31 - 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 Chapter 16.01 of the Revised Laws of Saint Lucia-Employment Injury Benefit.

ARTICLE 32- 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:

| | | |
|------------------------|----------|------------------------|
| 20 – 40 ft. | = | \$1.00 per hour |
| 41 – 60ft | = | \$1.25 per hour |
| 61 – 90 ft. | = | \$1.50 per hour |
| 91 ft. and over | = | \$1.75 per hour |

ARTICLE 33- 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 minimum of 3 hours pay at the prevailing overtime rate.

ARTICLE 34-RETRENCHMENT

34.1 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.

34.2 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 ex gratia.

ARTICLE 35- 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 36-CHRISTMAS AND NEW YEAR SHOPPING TIME

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

36.2 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 37 - TASK WORK

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

ARTICLE 38-EATING FACILITIES

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

ARTICLE 39-JOB CATEGORIZATION

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

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

ARTICLE 40 - AVOIDANCE & SETTLEMENT OF GRIEVANCES & DISPUTES

40.1 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.

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 for Labour in a further attempt at conciliation.
- (f) If no settlement of the dispute is reached, either of the parties thereto may require that the matter be referred to arbitration in accordance with the Trade Disputes (Arbitration & Inquiry) Act Chapter 16.07 of the Revised Laws of Saint Lucia 2005.

40.2 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 41-RETIREMENT

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

ARTICLE 42-REDUNDANCY PAYMENTS

42.1 An employee who has been continuously employed for a period of more than twelve (12) months, will be entitled to a severance payment of an amount stipulated in Clause 42.3, where his/her employment has been terminated for any of the following reasons :

- (i) The Employer intends to abolish or has abolished the post of the employee;
- (ii) The Employer no longer wishes to carry on the service for which the employee was employed to provide;
- (iii) The demand for the service for which the employee was employed has diminished or is expected to cease or diminish;
- (iv) The Department or Ministry which employed the employee has been reorganized or abolished;

42.2 An employee is not entitled to a severance payment, if before the date of dismissal, the Employer has made a written offer of employment to him or her, which terms and conditions are not less favourable than the terms and conditions of the existing contract of employment, and the Employee has unreasonably refused that offer.

42.3 **Calculation of Redundancy Pay**

Where an employee becomes redundant as a result of any of the circumstances stated in Clause 42.1 the employee shall receive a severance payment in accordance with the following calculation:

- (i) One weeks' basic wages for each period of 52 weeks continuous employment covering a period up to 156 weeks.
- (ii) Two weeks' basic wages for 52 weeks of continuous employment covering a period of employment in excess of 156 weeks but not exceeding 364 weeks.
- (iii) Three weeks' basic wages for each period of 52 weeks of continuous employment covering a period in excess of 364 weeks.

42.4 For the purposes of clause 42.3 the amount of a week's pay shall be the amount the employee would be entitled to in the last week of his or her employment or three hundred and fifty dollars (\$350.00) whichever is lower.

ARTICLE 43- TIME OFF-PREPARATION FOR EXAMINATIONS

The Employer shall grant time off with pay to an employee to sit an examination required for a training programme for his/her professional development upon submission of an official copy of the exam schedule from the educational institution.

ARTICLE 44 - LEAVE OF ABSENCE

Upon an application from the Union, the Employer agrees to grant leave of absence without pay to a member of the bargaining unit for the purpose of being engaged by the Union for a

period to be agreed upon by the parties.

ARTICLE 45-PERIOD OF AGREEMENT

- 45.1 This Agreement shall have effect from 1st April 2013 to 31st March 2016 and shall remain enforceable unless revised by mutual consent.
- 45.2 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.
- 45.3 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 40.1 (a) to (f) shall be followed.
- 45.4 During the procedure outlined in Article 45, the provision in clause 40.2 shall apply.

APPENDIX A – SALARY ADJUSTMENTS

Domestic Assistants (Cleaner/Laundry), orderlies, Attendants, Daycare Attendants

1-5 years - \$946.78
6-10 years - \$992.23
11-15 years – \$1037.67
Above 15 years - \$1090.68

Domestic Assistants/Cooks/Community Health Aides

1-5 years -\$1234.59
6-10 years - \$1280.04
11-15 years - \$1325.40
Above 15 years -\$1378.40

Mental Health Aides

1-5 years -\$1522.40
6-10 years - \$1567.85
11-15 years - \$1613.30
Above 15 years -\$1656.65

Junior Tour Guides

1-5 years -\$6.77 per hour
6-10 years - -\$7.06 per hour
11-15 years - -\$7.34 per hour
Above 15 years --\$7.72 per hour

Senior Tour Guides

1-5 years -\$8.00 per hour
6-10 years - -\$8.29 per hour
11-15 years - -\$8.57 per hour
Above 15 years --\$8.86 per hour

APPENDIX B - PROTECTIVE GEAR (PROTECTIVE TOOLS)

| MINISTRY DEPARTMENT | CATEGORY | SUITS/ALLOWANCES | OVERALLS | DRESSES/ALLOWANCES | APRONS | SAFETY HELMETS | SAFETY BOOTS | S H O E / A L L O W A N C E S | 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 | | | | \$240 | | | | | |
| | Health Centre Attendant | | | 3 | | | | \$230 | | | | | |
| | Domestic Assistants | | | 3 | 2 | | | \$230 | | | | 1 | |
| | Litter Wardens | | | 3 | | | | 2 | | | | 1 | 2 |
| | Nursing Attendants | | | | | | | | | | | | |
| | Dental Assistants | | | | | | | | | | | | |
| | Orderlies | | | | | | | | | | | | |
| | Labourers | | | | | | | | | | | | |
| Comm. & Works | Mechanics | | 2 | | | | | | | | | | |
| | Mechanics | | 2 | | | | 2 | | | | | 1 | 2 |
| | 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 |
| Commerce | Tyre Repair Men | 3 | 2 | | | | 2 | | | | | | 2 |
| | Labourers (male) | | | | | | | | | | 2 | 1 | 2 |
| | Labourers (female) | | | 3 | | | | | | | 2 | 1 | |
| | Lab Assistants | | | | | | | | | | | | |
| Agriculture | Technicians | | | | | | | | | | | | |
| | Electricians | | | | | | | | | | | | |
| Education | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |

SIGNED ON BEHALF OF THE
GOVERNMENT OF ST. LUCIA



.....
Chester Hinkson
Chairman

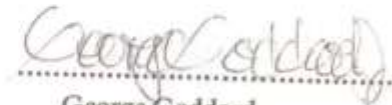


.....
Philip Dalsou
Member

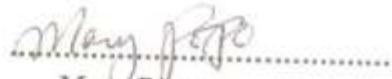
SIGNED ON BEHALF OF THE
NATIONAL WORKERS UNION



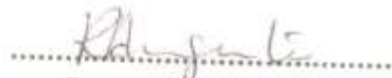
.....
Tyrone Maynard
President



.....
George Goddard
General Secretary



.....
Mary Popo
Shop Steward



.....
Rosemary Auguste
Shop Steward

WITNESSED BY: 

Labour Commissioner

DATED THIS 23rd DAY OF March 2017

