

Collective Agreement
Between the
Government of
Saint Lucia
and the
Saint Lucia Police Welfare
Association



April 01, 2022 to March 31, 2025

AGREEMENT

BETWEEN

THE GOVERNMENT OF SAINT LUCIA

(Hereina1ter referred to as the Employer)

AND

THE SAINT LUCIA POLICE WELFARE ASSOCIATION

(Hereina1ter referred to as the Association)

Table of Contents

| PREAM | BLE | 6 |
|------------|------------------------------------------------|----|
| 1. | INTENT AND PURPOSE OF AGREEMENT | 6 |
| 2. | PERIOD OF AGREEMENT | 6 |
| 3. | IMPLEMENTATION OF THE COLLECTIVE AGREEMENT | 6 |
| Article 1 | - RECOGNITION OF THE ASSOCIATION | .7 |
| Article 2 | - EFFICIENCY AND PRODUCTIVITY | .7 |
| Article 3 | - ASSOCIATION'S MEMBERSHIP | 8 |
| Article 4 | - ASSOCIATION'S RIGHTS, SECURITY AND FUNCTIONS | 8 |
| Article 5 | - EMPLOYER'S RIGHTS AND FUNCTIONS | 8 |
| Article 6 | - CONSULTATION AND DEMOCRATIZATION | 9 |
| Article 7 | - TECHNICAL INFORMATION | 9 |
| Article | 8 - LABOUR MANAGEMENT BARGAINING RELATIONS | 9 |
| Article 9 | - IN-SERVICE TRAINING/GENERAL TRAINING | 9 |
| Article 10 |) - TIME OFF FOR URGENT AND PRIVATE BUSINESS | O |
| Article 11 | - VACATION LEAVE | C |
| Article 12 | 2 - SICK LEAVE | C |
| Article 1 | 3 - MATERNITY LEAVE | C |
| Article 14 | 4 - PATERNITY LEAVE | 11 |
| Article 15 | 5 - ADOPTION LEAVE | 11 |
| Article 1 | 6 - FUNERAL/COMPASSIONATE LEAVE1 | 2 |
| Article 1 | 7 - INCOME TAX COUNSELLING | 2 |
| Article 1 | 8 – DUTY ALLOWANCE | 2 |
| Article 1 | 9 - LODGING ALLOWANCE | 3 |
| Article 2 | 0 - LAUNDRY ALLOWANCE | 3 |
| Article 2 | I - SUBSISTENCE ALLOWANCE | 3 |
| Article 2 | 2 - UNIFORM ALLOWANCE | 3 |
| Article 2 | 3 - PLAIN CLOTHES ALLOWANCE | 3 |
| Article 2 | 4 - DETECTIVE ALLOWANCE | 4 |
| Article 2 | 5 - HOUSE ALLOWANCE | 4 |
| Article 20 | 6 - PROSECUTORS ALLOWANCE | 4 |
| Article 2 | 7 - HIGH RISK ALLOWANCE | 1 |

| Article 28 - SPECIAL MILITARY ALLOWANCE | 14 |
|-----------------------------------------------------------|----|
| Article 29 - SPECIAL BANDSMAN ALLOWANCE | 15 |
| Article 30 - TRAVELLING ALLOWANCE | 15 |
| Article 31 - ACTING APPOINTMENT | 15 |
| Article 32 - ACCIDENT AND DEATH COVERAGE | 15 |
| Article 33 - HEALTH AND (SAFETY) SECURITY AND ENVIRONMENT | 16 |
| Article 34- STAFFING | 17 |
| Article 35 - REPRESENTATION ON COMMITTEES | 17 |
| Article 36 - MEAL ALLOWANCE | 17 |
| Article 37 - HONORARIUM | 17 |
| Article 38 - PROFICIENCY AND VOCATIONAL ALLOWANCE | 18 |
| Article 39 - JOB DESCRIPTION | 18 |
| Article 40 - APPLICABLE GRADES | 18 |
| Article 41 - SALARY RATES | 19 |
| Article 42 – REVIEW OF POLICE ACT | 19 |
| Article 43 – EX-GRATIA | 19 |
| Article 44 - CYCLIST ALLOWANCE | 20 |
| Article 45 – DRIVERS LICENSE FEE EXEMPTION | 20 |
| Article 46 -OFFICERS ON TRANSFER | 20 |
| Article 47 –FIREARM LICENSE FEES | 20 |
| Article 48- CONTRIBUTION TO TRAINING AND DEVELOPMENT FUND | 21 |
| ARTICI F 49 – ARMORER'S ALLOWANCE | 91 |

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 Police Force.

In furtherance of this purpose, the Employer and the Association both acknowledge and agree to honour and recognize 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 2022 to 31St March 2025 unless revised by mutual consent, and shall continue in force until renegotiated.
- b. In the event of either party desiring to revise this Agreement three (3) months' notice shall be given in writing. Where such notice relates to revision of the terms of this Agreement, the proposed amendments shall not in any circumstance become effective until the expiry of the aforementioned three (3) months' notice or until the day after this Agreement is terminated if a revised Agreement is negotiated before the expiry date of the Agreement.
- c. The notice for revision shall be acknowledged within five (5) days of receipt. There shall be a joint meeting between representatives of both parties within thirty (30) days of the receipt of such notice for the purpose of discussion of the proposed amendment.

3. IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

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.

This shall apply to all clauses of the Agreement except those for which there are prescribed times.

Article 1 - RECOGNITION OF THE ASSOCIATION

- 1.1 The Employer recognizes the Association as the sole representative and collective bargaining agent for Police Officers whether permanent, part-time, temporary or casual and herein agrees to negotiate with the Association or any of its authorized Committees.
- 1.2 Special Police Constables are included in this Collective Agreement and shall be awarded the same privileges as Police Officers as covered under this Agreement.
- 1.3 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 matters of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, dismissal or otherwise.
- 1.4 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 cooperate fully in an endeavor to achieve the following objectives in the Police Force:
 - Increase efficiency and productivity.
 - b. Elimination of waste of resources.
 - c. Elimination of conditions of work inimical to increased efficiency and productivity.
 - d. Elimination of negative attitude to work and development of proper work ethics.

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

Article 3 - ASSOCIATION'S MEMBERSHIP

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

Article 4 - ASSOCIATION'S 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 recognize the committee members or any authorized 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's members, provided that reasonable notice is given and that the Employer's business is not adversely affected. The Employer agrees to allow the Association's officials admittance to any section of the 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 - EMPLOYER'S RIGHTS AND FUNCTIONS

5.1 The Association recognizes that it is the right of the Employer to exercise the regular and customary functions of management to direct the work force to ensure that the purpose(s) of their employment are fulfilled expeditiously, effectively and efficiently. The Employer further agrees to copy to the Association all circulars to the Ministry with responsibility for the Police 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 with responsibility for the Police 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 Royal St. Lucia Police Force.

Article 7 - TECHNICAL INFORMATION

The Employer shall provide the Association on request, available information required by the Association such as Job Descriptions, 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 authorization of the Association.

Article 9 - IN-SERVICE TRAINING/GENERAL TRAINING

9.1 The Employer recognizes that education is a continuing process. Accordingly, the Employer shall allow the Association to sponsor and pursue during normal working hours work related 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.

Article 10 - TIME OFF FOR URGENT AND PRIVATE BUSINESS

Under normal circumstances time off to attend to urgent private matters should be taken from accumulated leave, but in extra-ordinary circumstances, where there is no accumulated leave, the Employer may agree to give time off not exceeding seven (7) working days without loss of pay.

Article 11 - VACATION LEAVE

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

Article 12 - SICK LEAVE

When a Police Officer is on vacation leave and he/she falls sick, providing that he/she is hospitalized for not less than two (2) weeks, his/her vacation leave should cease. The Officer must provide a Medical Certificate certifying the time period in which he/she fell sick and duration in the Medical Institution.

Article 13 - MATERNITY LEAVE

- 13.1 The Employer agrees that thirteen (13) weeks maternity leave shall be allowed with full pay, six (6) weeks before and six (6) weeks after including 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.

Article 14 - PATERNITY LEAVE

- 14.1 Male employees shall be entitled to paid paternity leave for a period of seven (7) working days following the birth of his child. The aggregate requests for paternity leave from any employee shall not exceed a maximum of three (3) times for the calendar year.
- 14.2 Male employees requesting Paternity Leave should seek approval from the appropriate Head of Department/Permanent Secretary
- 14.3 Paternity Leave will only be granted:
 - (i) on application, using the prescribed form, 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.
- 14.4 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 in no less than fourteen (14) days after the employee has applied for intent to adopt or a court order from the Department of Human Services or an authorized agency.
- 15.2 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.
- 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 relative.
- 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 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.
- 16.4 Employees may be granted time off to attend the funeral of a relative/friend other than a close relative.

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 – DUTY ALLOWANCE

Duty Allowance will be paid at the following rates:

(i) All ranks including SPCs – eight hundred and fifty dollars (\$850.00) per month.

Article 19 - LODGING ALLOWANCE

Lodging Allowance shall be paid at the following rates:

Inspectors - \$270.00 per month
Sergeants - \$260.00 per month
Corporals - \$220.00 per month
Constables - \$210.00 per month
Special Police Constables - \$210.00 per month

Article 20 - LAUNDRY ALLOWANCE

Laundry Allowance shall be paid at the rate of one hundred and thirty dollars (\$130.00) per month to all ranks.

Article 21 - SUBSISTENCE ALLOWANCE

Subsistence allowance shall be paid in accordance with existing Public Service Policy.

Article 22 - UNIFORM ALLOWANCE

A Uniform Allowance will be paid at the following rate:

(i) Inspectors and Gazetted Officers –one hundred and eighty dollars (\$180.00) per month.

Article 23 - PLAIN CLOTHES ALLOWANCE

A Plain Clothes Allowance of two hundred and fifteen dollars (\$215.00) per month shall be paid to all ranks of Police Officers who are required to use plain clothes in the performance of their duties.

Article 24 - DETECTIVE ALLOWANCE

A Detective Allowance of two hundred dollars (\$200.00) per month shall be paid to all ranks of Detectives.

Article 25 - HOUSE ALLOWANCE

A House Allowance, equivalent to 20% of Basic salary, shall be paid to Gazetted Officers only.

Article 26 - PROSECUTORS ALLOWANCE

Officers assigned to the Prosecution Unit shall be paid an allowance of one hundred and sixty dollars (\$160.00) monthly.

Article 27 - HIGH RISK ALLOWANCE

- 27.1 High Risk Allowance of seventy-five dollars (\$75.00) per month shall be paid to all Police Officers.
- 27.2 An additional seventy-five (\$75) dollars monthly to be paid on behalf of all Police Officers for coverage of Accident and Death Insurance Coverage.

Article 28 - SPECIAL MILITARY ALLOWANCE

Police Officers assigned to the Special Services Unit (SSU), and the Marine Unit shall be paid Special Military Allowance of one hundred dollars (\$100.00) per month.

Article 29 - SPECIAL BANDSMAN ALLOWANCE

A special allowance of one hundred dollars (\$100.00) per month shall be paid to members of the Royal St. Lucia Police Band who uses special skills and training in the execution of specially assigned duties, by the Officer in Charge/Director of Music in consultation with and the approval of the Commissioners, for the effective running of the department.

Article 30 - TRAVELLING ALLOWANCE

Travelling Allowance shall be in accordance with the relevant Government Policy in the Public Service.

Article 31 - ACTING APPOINTMENT

Where a Police Officer has been appointed to perform the duties of another Police Officer in a higher Rank, the Officer so appointed will receive an acting allowance, provided that the period for which he is acting is not less than twenty-eight (28) days.

Article 32 - ACCIDENT AND DEATH COVERAGE

- 32.1 The Employer agrees to adequately compensate employees who receive injury or illness as a direct result of performing their duty in accordance with the Protective Service (Compensation) Act, Chapter 14.03 of the Revised Laws of Saint Lucia.
- 32.2 The Employer agrees in collaboration with the Saint Lucia Police Welfare Association, to review options for meeting its legal obligations for the provision of free medical care including insurance coverage for Police Officers.

Article 33 - HEALTH AND (SAFETY) SECURITY AND ENVIRONMENT

33.1 The Employer agrees to:

- (a) provide and maintain safe means of access to and egress from place of work.
- (b) ensure, so far as is reasonably practicable, that risks of accident and injury to health do not arise as a result of the handling, storage, use and disposal of dangerous substance.
- (c) provide all Police Officers with the necessary protective clothing and equipment, including bullet proof vest and non-lethal gear, required to prevent injuries while at work. Replacement of these items shall be issued as required.
- (d) provide all stations, units and departments with the necessary furniture i.e. seats and desks required for the performance of their duties.
- (e) provide stations, units and departments with a furnished and functional kitchen.
- (f) to ensure that police stations are properly maintained, so as not to threaten in any way the health and safety of Police Officers.
- (g) to ensure as far as possible that buildings used to house stations, units and departments are in good condition so as to guarantee a high level of productivity and efficiency.
- (h) consult with the Association, to relocate as soon as it is practicable to do so, the occupants of any station, unit or department that has been deemed unfit to work in.
- (i) a safety, Health and Environment Committee shall be established and comprised of two (2) representatives appointed by the Association, one (1) representative appointed by the Ministry of Home Affairs and one representative appointed by the Commissioner of Police.

Article 34- STAFFING

- 34.1 Because of the volume and nature of work required to be performed by Police Officers at the various stations, units and departments, the Employer agrees to ensure that these stations, units and departments are fully staffed so that the goals and vision of the Force are realized.
- 34.2 The Employer agrees to appoint sufficient supervisory staff at the various stations, units and departments who will ensure the proper management of the human resources assigned to these stations, units and departments.

Article 35 - REPRESENTATION ON COMMITTEES

The Employer agrees to have the Association represented on the following Committees set up by the Employer:

- a) Training Committee
- b) Traveling and Subsistence Committee
- c) Honorarium Committee
- d) Anomalies Committee and any other committee which may be setup from time to time and which directly concerns members of the Force.

Article 36 - MEAL ALLOWANCE

- 36.1 The Employer agrees that a meal allowance of twenty-five dollars (\$25.00) shall be paid to an employee who:
 - · is authorized to work through their lunch hour
 - is required to work overtime beyond their stipulated hours.
- 36.2 The Employer shall pay a breakfast allowance of eighteen (\$18.00) to non-shift employees who are required to start work before 7:00am.

Article 37 - HONORARIUM

Where a Police Officer has been assigned the duties of another officer of a higher rank who may have been reassigned to another department or unit for an extended period but there is no formal appointment, an Honorarium shall be paid to the Officer. Honoraria shall be in accordance with Government's Honorarium Policy.

Article 38 - PROFICIENCY AND VOCATIONAL ALLOWANCE

- 38.1 The Employer shall pay a Proficiency Allowance of five hundred dollars (\$500.00) to police officers who have obtained post or under graduate qualification, in a related field of study, from an accredited University or College and whose performance and conduct is in good standing.
- 38.2 The Employer agrees to pay a Vocational Allowance of three hundred dollars (\$300.00) to officers who have obtained vocational certification, in a related field of study, from an accredited University or College and whose performance and conduct is in good standing.

Article 39 - JOB DESCRIPTION

The Employer agrees to provide a job description to all categories of Police Officers upon the first appointment to any post that they may from time to time be required to fill.

Article 40 - APPLICABLE GRADES

40.1 The following are the applicable grades for officers of the Royal Saint Lucia Police Force:

| RANK | GRADE |
|---------------------------|-------|
| ASSISTANT COMMISSIONER OF | 18 |
| POLICE | 10 |
| SUPERINTENDENT OF POLICE | 16 |
| ASSISTANT SUPERINTENDENT | 14 |
| INSPECTOR | 12 |

| SERGEANT | 10 |
|------------------|----|
| CORPORAL | 8 |
| SENIOR CONSTABLE | 7 |
| CONSTABLE II | 6 |
| CONSTABLE I | 5 |

Article 41 - SALARY RATES

The salary rates for the period shall be as follows:

| Year 1: | 1 st April 2022 to 31 st March 2023 – 2% |
|---------|----------------------------------------------------------------|
| Year 2: | 1 st April 2023 to 31 st March 2024 – 2% |
| Year 3: | 1 st April 2024 to 31 st March 2025 – 2% |

Article 42 - REVIEW OF POLICE ACT

The Employer in consultation with the Police Welfare Association agrees to review and amend the Police Act

Article 43 – EX-GRATIA

- 43.1 An ex-gratia shall be paid to a Special Police Constable who has attained the age of retirement in accordance with the National Insurance Corporation and has been employed for a minimum of nine (9) years;
- 43.2 A Special Police Constable who has worked continuously in excess of nine (9) years but below fifteen (15) years shall receive an ex-gratia of six thousand dollars (\$6,000.00);
- 43.3 A Special Police Constable who has provided continuous service for a minimum of fifteen (15) years shall receive an ex-gratia of eight thousand dollars (\$8,000.00): and

43.4 A Special Police Constable who has retired from the Royal Saint Lucia Police Force on medical grounds and who has not attained the retirement age in accordance with the conditions established by the National Insurance Corporation Act and Regulations but has provided continuous service for a minimum of nine (9) years or fifteen (15) years respectively shall receive an exgratia.

Article 44 - CYCLIST ALLOWANCE

- 44.1 The Employer agrees that an officer assigned as a police motorcyclist shall be paid an allowance of two hundred dollars (\$200.00) monthly.
- 44.2 The Employer agrees that a bicyclist within the RSLPF will be paid one hundred (\$100.00) a monthly.

Article 45 – DRIVERS LICENSE FEE EXEMPTION

All authorized police drivers shall be exempt from the amount payable to the Licensing Authority for the renewal of their driver's license. An authorized driver will be assessed for suitability by the Police Garage and approved by the Commissioner of Police.

Article 46 -OFFICERS ON TRANSFER

All matters relating to the relocation of Police Officers shall be in accordance with the Government's Relocation Policy.

Article 47 – FIREARM LICENSE FEES

The Employer agrees that upon payment of firearm license fees for a period of three (3) years, the License shall be valid for six (6) years.

Article 48- CONTRIBUTION TO TRAINING AND DEVELOPMENT FUND

The Employer agrees that a sum of fifty thousand dollars (\$50,000.00) will be contributed annually, to the Police Welfare Association's Training and Development Fund, and will be reviewed after a period of three (3) years.

ARTICLE 49 - ARMORER'S ALLOWANCE

The Employer agrees to pay an allowance of five hundred dollars (\$500.00) monthly to police officers who are required to perform the functions of armorer.

SIGNED ON BEHALF OF THE GOVERNMENT OF SAINT LUCIA

VERN GILL (MR.)

CHAIRMAN

GOVERNMENT NEGOTIATING TEAM

S. SUE-ANN EMMANUEL (MS.)

SECRETARY

GOVERNMENT NEGOTIATING TEAM

SIGNED ON BEHALF OF THE SAINT LUCIA POLICE WELFARE ASSOCIATION

AZARIAH FRANCOIS (MR.

VICE-PRESIDENT

Maria

SECRETARY

WITNESSED BY:

JOSEPH JOSEPH (MR.)

LABOUR COMMISIONER

DATED THIS: 15 DAY OF SEPTEMBER 2025