



COLLECTIVE AGREEMENT

BETWEEN

THE GOVERNMENT OF SAINT LUCIA

&



**THE ST. LUCIA MEDICAL
AND DENTAL ASSOCIATION**

April 01, 2013 ~ March 31, 2016

AGREEMENT

BETWEEN

THE GOVERNMENT OF SAINT LUCIA

(Hereinafter referred to as the Employer)

AND

THE ST. LUCIA MEDICAL AND DENTAL ASSOCIATION

(Hereinafter referred to as the Association)

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PREAMBLE

Whereas the Employer recognizes the significant role the health sector plays in the overall wellbeing of the country and its citizens and the vital importance of having and maintaining well trained, skilled, motivated and committed medical practitioners participating in and contributing to the sector.

The Employer remains committed to achieving its goal of Universal Health Care at different locations within the country by providing a high quality of primary, secondary and tertiary health care, through funding, equipping, supplying and adequately staffing the same.

Article 1- INTENT AND PURPOSE OF AGREEMENT

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

Article 2- PERIOD OF AGREEMENT

- 2.1 This Agreement shall take effect from 1st April 2013 to 31st March 2016, unless revised by mutual consent, and shall continue in force until renegotiated.
- 2.2 In the event that either party desires 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.
- 2.3 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.

Article 3 - IMPLEMENTATION OF THE COLLECTIVE AGREEMENT

- 3.1 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.
- 3.2 This shall apply to all clauses of the Agreement except those for which there are

prescribed times.

Article 4- RECOGNITION OF REPRESENTATION BY THE ASSOCIATION

Bargaining Unit

- 4.1 The Employer recognizes the Association as the sole representative and collective bargaining agent for Medical and Dental Practitioners as defined in the Health Practitioner's Act No. 33 of 2006 whether permanent, part-time, temporary or casual and herein, agrees to negotiate with the Association or any of its authorised committees.
- 4.2 The Employer agrees that there shall be no discrimination by reason of race, creed, colour, national origin, political or religious affiliation, gender, family relationship, place of residence, with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, dismissal or otherwise.

Article 5- EFFICIENCY AND PRODUCTIVITY

- 5.1 The parties hereby agree to co-operate fully in an endeavour to achieve the following objectives in the medical and dental service:
 - (a) Increase efficiency and productivity;
 - (b) Elimination of waste of resources;
 - (c) Elimination of conditions of work inimical to increasing efficiency and productivity;
 - (d) Elimination of negative attitude to work and development of proper work ethics.
- 5.2 In pursuit of this endeavour, representatives of the Employer and the Association will meet every three (3) months to identify areas where improvement can be effected, and appropriate corrective measures taken, to achieve the aforesaid objectives. In this case representatives of the Employer would be the officials from the Ministry of Health. In addition, extra-ordinary meetings may be summoned by either party when the need arises.

Article 6 - ASSOCIATION'S MEMBERSHIP

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

Article 7- ASSOCIATION'S RIGHTS, SECURITY AND FUNCTIONS

- 7.1 Within the limits of the Constitution; Part VII of the Labour Act of Saint Lucia, No.37 of 2006; and this Agreement, the Association shall have the right to exercise the functions of a Trade Union.
- 7.2 It is agreed that the Association shall be represented by at least one of its officers on all committees which may be set up by the Employer, provided that such committees are of a medical or dental nature.
- 7.3 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.
- 7.4 The Employer agrees that special time off duty may be granted by the Permanent Secretary, Chief Medical Officer or his/her delegate for officials to attend to matters directly affecting the Association's members but provided that reasonable notice is given and that the Employer's business is not adversely affected. Official admittance to any work place is to be allowed during working hours, to investigate specific complaints from employees provided that a mutually accepted time is arranged with the Permanent Secretary.
- 7.5 The Employer agrees to award the President and Secretary one (1) day off monthly to attend to the business of the Association in the interest of the profession. Under extenuating circumstances, consideration for additional time off may be granted to the aforementioned members of the Association.

Article 8- EMPLOYER'S RIGHTS AND FUNCTIONS

- 8.1 The Association recognizes that it is the right of the Employer to exercise the regular and customary functions of management to direct the workforce to ensure that the purpose(s) of their employment are fulfilled expeditiously, effectively and efficiently. The Employer further agrees to copy to the Association all circulars to the Ministry of Health affecting the professional conduct of employees.
- 8.2 These rights shall be construed within the limits of the Constitution, the Laws of the State and the Collective Agreement.

Article 9 - PERSONAL FILES

- 9.1 The Employer agrees that the employee must be allowed to exercise his/her right to peruse any document before it is placed in the employee's personal file.

- 9.2 The Employer agrees that employees shall have the right to object in writing or challenge any document placed in his/her personal file unknown to him/her.
- 9.3 The Employer agrees that the employee's personal file shall be maintained in accordance with the Staff Orders for the Public Service.
- 9.4 Appraisals shall be discussed with the employee concerned and he/she shall have an opportunity to comment before it is submitted to the Permanent Secretary.

Article 10 - OCCUPATIONAL HEALTH AND SAFETY

The Association and the Employer shall comply with the provisions of the Labour Act of Saint Lucia, No.37 of 2006 and the Labour Code Amendment Act No.6 of 2011, which are relevant to the employees covered by this Collective Agreement.

Article 11- HOURS OF WORK

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

11.1 Part Time Contract

- (a) A Part-time contract allows for doctors to operate a private practice. A part-time doctor within the hospital setting is expected to give a minimum of twenty (20) working hours a week, within the hours of 8:00a.m. and 4:00p.m. on weekdays. On-Call/Call-Out accrues after 4:00p.m. on weekdays and from 8:00a.m. on weekends and public holidays.
- (b) Doctors on part-time contract in the district setting are expected to work twenty (20) working hours. On-Call/Call-Out accrues after 4:00p.m. on weekdays and from 8:00a.m. on public holidays and weekends (unless scheduled to work).

11.2 Full Time Contract

- (a) A full time contract restricts doctors to working within their Government posts within normal working hours.
- (b) A full time doctor is expected to work forty (40) hours per week as prescribed by management. Thereafter on-call/ call-out is computed.

11.3 General Applications

- (a) In major specialty areas in the hospital setting, allowance should be made for consultants to work not more frequently than a 1:3 on-call rota.
- (b) In major specialty areas, in the hospital setting, allowance should be made for junior staff (House Officer to Registrar) to work not more frequently than a 1:4

duty rota.

11.4 Compensation for On Call/Call Out Duties

- (a) The Employer agrees that practitioners shall be paid on-call and call-out at the following rates:

| Position | On Call | Call Out |
|---|----------------|-----------------|
| House Officers | \$50.00 | \$135.00 |
| Senior House Officers | \$50.00 | \$145.00 |
| Registrar & Dental Surgeon | \$50.00 | \$155.00 |
| Senior Registrar | \$50.00 | \$165.00 |
| Consultants & Sr. Dental Surgeon | \$75.00 | \$225.00 |

- (b) The Employer agrees that a session, defined as four (4) hours of continuous clinical service, would be paid to doctors who are working within the community or when working outside of a contract in the hospital at the following rates:

| Position | Current Rate |
|---|---------------------|
| House Officers | \$125.00 |
| Senior House Officers | \$135.00 |
| Registrar/DMO & Dental Surgeon | \$140.00 |
| Senior Registrar | \$145.00 |
| Consultants & Sr. Dental Surgeon | \$150.00 |

Article 12 - STRUCTURE OF LEAVE FROM WORK

12.1 Vacation Leave

- (i) The Employer agrees that all vacation leave should be calculated in working days.
- (ii) The Employer agrees that all vacation leave should be taken in the year which it is earned and within the contractual period for employees on contract.
- (iii) Vacation leave shall be in accordance with the vacation leave provisions in the

practitioner's employment contract and the Staff Orders for the Public Service.

12.2 **Lieu Leave**

Doctors shall be given equivalent time off for working on public or designated holidays.

12.3 **Continuing Medical Education (CME) Days**

The Employer may grant seven (7) working days annually to practitioners to participate in overseas Continuing Medical Education and such days should not be deducted from the officer's vacation leave. The employee must provide the Employer with the proper supporting documents and one month's prior notice for eligibility.

12.4 **Sick Leave**

Sick Leave shall be in accordance with the Staff Orders for the Public Service.

12.5 **Maternity Leave**

The Employer agrees that thirteen (13) weeks maternity leave shall be granted to a medical practitioner who has been employed for a minimum of twelve (12) months. Payments for such leave shall be made in accordance with the NIC Regulations.

12.6 **Paternity Leave**

(i) Paternity leave grants eligible employees up to five (5) working 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.

(ii) 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.

(iii) Male employees requesting paternity leave should seek approval from the appropriate Head of Department/Permanent Secretary.

(iv) 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.

(v) 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.

12.7 Funeral/Compassionate Leave

- (i) 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.
- (ii) 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.
- (iii) Employees requesting funeral/compassionate leave should seek approval from the appropriate Head of Department/Permanent Secretary.
 - (a) 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.
 - (b) 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.
- (iv) Employees may be granted time off to attend the funeral of a relative/friend other than a close relative.

12.8 Adoption Leave

- (i) 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 an intent to adopt or a court order from the Department of Human Services or an authorised agency.
- (ii) 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.
- (iii) Adoption leave shall be in addition to vacation leave.

Article 13 - PROFESSIONAL DEVELOPMENT

- 13.1 The Employer recognizes that the field of medicine is diverse and constantly expanding, and that continuous education and training of physicians and dentists is mandatory to keep up with the changes. Therefore, programmes shall be made available to provide the necessary training, updating and upgrading. The Employer agrees to use its best endeavour to provide refresher courses for physicians and dentists in conjunction with

the Medical and Dental Association.

- 13.2 The Employer agrees to pay a flat rate of seven hundred and fifty dollars (\$750.00) for full time consultants and five hundred dollars (\$500.00) for junior doctors annually for CME activities that are approved by local, regional or international accreditation bodies with supporting documents. The SLMDA through its CME Advisory Committee will assist SLMDC in the monitoring of the quality of CME submitted.

Article 14 - INCENTIVES AND ALLOWANCES

The Employer agrees to pay a telephone allowance of \$50.00 monthly to medical practitioners.

Article 15 - SALARY RATES

The salary rates for the period shall be as follows:

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

APPENDIX A

HOUSE OFFICER: A doctor who has passed his/her final medical examination but is not yet fully registered. “Interns” are to hold House Officer positions.

SENIOR HOUSE OFFICER: A fully registered doctor.

REGISTRAR/

DENTAL PRACTITIONER: A registered Medical/Dental Practitioner who has embarked on a recognized post-graduate training programme with evidence of successful completion of at least one component of that programme or has been determined to have sufficient experience to hold the said post.

SENIOR REGISTRAR: A registered Medical/Dental Practitioner who has successfully completed a Post-graduate training programme and is qualified to be a Consultant but lacks either experience, or for whom a Consultant post is not available.

CONSULTANT/SPECIALIST/

SENIOR DENTAL SURGEON: A registered Medical Practitioner who has successfully completed a Post-graduate training programme and has sufficient experience to hold an independent position in the medical service.

MAJOR SPECIALTY AREAS: Obstetrics & Gynaecology
Internal Medicine
Paediatrics
General Surgery
Dentistry

SIGNED ON BEHALF OF
THE GOVERNMENT
OF SAINT LUCIA

Chairman (GNT)

SIGNED ON BEHALF OF THE
SAINT LUCIA MEDICAL
AND DENTAL ASSOCIATION

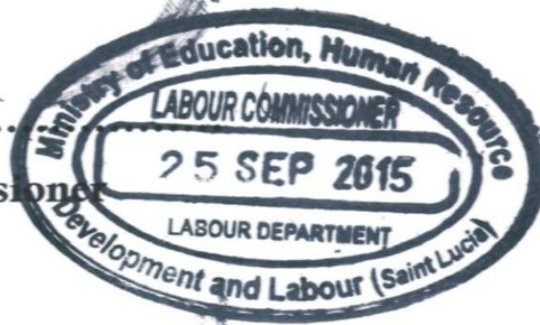
President

Member (GNT)

Secretary

Witnessed by:

Labour Commissioner



DATED THIS

25th

DAY OF

September

2015

