



COLLECTIVE AGREEMENT

BETWEEN THE

GOVERNMENT OF SAINT LUCIA

AND THE

SAINT LUCIA FIRE SERVICE ASSOCIATION

FOR THE PERIOD

APRIL 01, 2007

TO

MARCH 31, 2010



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AGREEMENT

BETWEEN

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

AND

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

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, 2007 to 31st March, 2010 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

1.0 Bargaining Unit

- 1.1 The Employer recognizes the Association as the sole representative and collective bargaining agent for all members of the Fire Service Association who are officers within the ranks of Fireman to Station Officer (in accordance with Schedule 4, Section 33, Subsection 1 of the Fire Service (Amendment) Act No. 21 of 2005) whether permanent, or temporary, and herein agrees to negotiate with the Association or any of its authorised 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

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.



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.

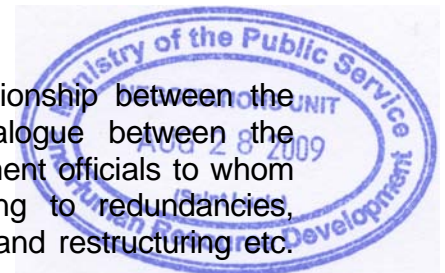
Article 5. EMPLOYERS RIGHTS AND FUNCTIONS

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.

Article 10. TIME OFF FOR URGENT, PRIVATE BUSINESS

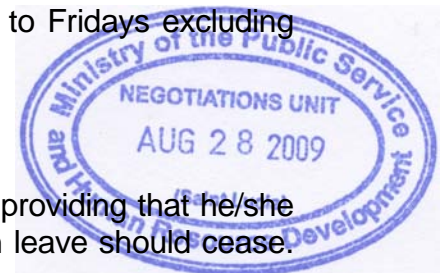
In normal circumstances time off to attend to urgent private matters should be taken from accumulated vacation leave, but in extra-ordinary circumstances, the Employer may agree to give time off not exceeding five (5) days in any one (1) year.

Article 11. VACATION LEAVE

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

Article 12. SICK LEAVE

When a Fire Officer is on vacation leave and he/she falls sick, providing that he/she is hospitalised for not less than two (2) weeks, his/her vacation leave should cease.



The Officer must provide evidence of a Medical Certificate certifying the time period in which he fell sick and duration in the Medical Institution.

Article 13. MATERNITY LEAVE

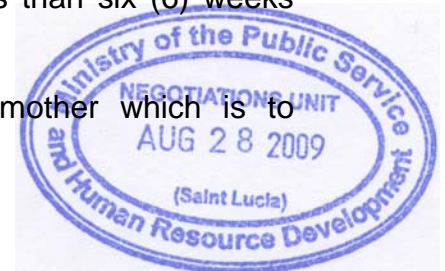
- 13.1 The Employer agrees that thirteen (13) weeks maternity leave shall be allowed with full pay and shall be on a six (6) weeks before and six (6) weeks after the week of confinement.
- 13.2 The Employee may be allowed to proceed on Vacation Leave immediately on completion of Maternity Leave.
- 13.3 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

- (1) Paternity leave grants eligible employees up to five (5) days of paid leave following the birth of his child, or upon the initial placement or legal adoption of a child under age 18.

It is an employee benefit that provides paid or unpaid time off work (leave without pay) for a father to care for a child or make arrangements for a child's welfare.

- (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.
- (3) Male employees requesting Paternity Leave should seek approval from the appropriate Head of Department/Permanent Secretary
- (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.



- (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.
- (6) Paternity Leave for an adopted child may be taken in full either at the time of initial placement or at the time of legal adoption.

Article 15. FUNERAL/COMPASSIONATE LEAVE

- 15.1 (a) 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.
- (b) For the purpose of this article close relative includes Mother, Father, Brother, Sister, Spouse, Children, Grandparents, Grandchildren, adopted, foster or legal wards and members of the employee's household.
 - (c) Employees requesting Funeral/Compassionate Leave should seek approval from the appropriate Head of Department/Permanent Secretary.
 - (d) (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.
 - (e) Employees may be granted time off to attend the funeral of a relative/friend other than a close relative.

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

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

Article 16. 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 17. OFFICERS ON TRANSFER

- 17.1 Transportation expenses shall be provided to an Employee for the transfer of his family and household effects when required by the Employer to change his station.
- 17.2 A Relocation Allowance shall be paid to the Employee upon transfer to any station which requires the maintenance of another place of abode.
- 17.3 This allowance shall be fixed from time to time by the Employer after consultation with the Association and should be in keeping with cabinet conclusion No. 765 of 1995 and the Public Service Policy on the Relocation of Public Officers.
- 17.4 The cost to the Employee for rental or accommodation on transfer shall be fixed from time to time by the Employer in consultation with the Association but shall not exceed 10 per cent of the employees' salary.
- 17.5 The Employer shall meet the full cost of rental in the event of temporary transfer. The Employer agrees that in the case of immediate re-transfer to meet the full cost of expenses incurred.
- 17.6 The Employer further agrees that in ordinary circumstances the Employee to be transferred shall be notified in writing one (1) month before the transfer is to be effected.
- 17.7 Quarters and furniture for quarters for senior officers on transfer will be in accordance with existing policy on relocation of officers in the Public Service.

Article 18. DUTY ALLOWANCE

- 18.1 Duty Allowance to be paid to all officers at rate of \$300.00 per month.
- 18.2 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 19. LAUNDRY ALLOWANCE

Laundry Allowance shall be paid at the rate of ninety dollars (\$90) per month to Officers.

Article 20. SUBSISTENCE ALLOWANCE

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

Article 21. UNIFORM ALLOWANCE

A Uniform Allowance shall be paid to all officers at and above the rank of Station Officer at the rate of one hundred and fifteen dollars (\$115.00) per month.

Article 22. EXCESS WORKING HOURS

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

- (b) Excess Working Hours Allowance shall be paid at the rate of \$550 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.
- (c) 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 23. 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 24. PERSONAL FILE

- (a) Any adverse report, which is placed in a member's personal file, he or she shall have the right to read such a report.
- (b) Members shall have the right to object to any clause which he or she thinks is unfair to him or her.

Article 25. UNIFORM

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



Article 26. 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.

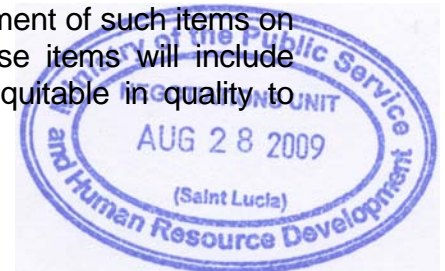
Article 27. COVERAGE FOR MEMBERS

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.

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 28. BENEFITS

- (a) When a member of the Service dies as a result of an injury obtained while in the Service, Government shall pay gratuity and pension to the dependants in accordance with the Pension Act No. 5 of 1967.
- (b) If a member of the Service has been injured while on duty and is incapacitated and such incapacity necessitates that his service be dispensed with, such a member shall be entitled to full gratuity and pension regardless of his service at the time of his incapability in accordance with the Police Pensions Act of 1967.
- (c) 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.
- (d) 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 29. 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 30. 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 31. JOB DESCRIPTION

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

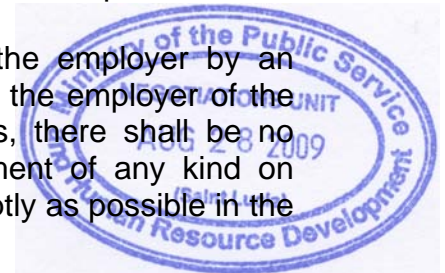
1. Fireman
2. Leading Fireman
3. Sub Officer
4. Station Officer
5. Assistant Divisional Officer
6. Divisional Officer

Article 32. DISCIPLINE

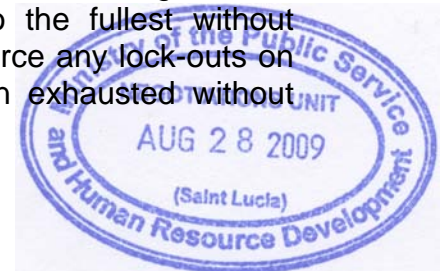
32.1 Disciplinary reports should be dealt with in accordance with the Fire Service Regulations Chapter 14.04 of the Revised Laws of St. Lucia 2001

32.2 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.



32.3 ILO Conventions

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

Article 33. MEAL ALLOWANCE

33.1 When a member is off duty and is called in to perform duty at the station, he/she may be provided with meals.

33.2 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 prevailing rates.

Article 34. 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 35. KITCHEN FACILITIES

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

Article 36. SALARY RATES

The salary rates for the period 1st April, 2007 to 31st March, 2010 should be as follows:

1st April, 2007 - 31st March, 2008	-	3.0%
1st April, 2008 - 31st March, 2009	-	4.0%
1st April, 2009 - 31st March, 2010	-	7.5%

Article 37. LABOUR MANAGEMENT COMMITTEE

37.1 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.

37.2 For a specific Association/Union matter, the Committee shall comprise of:

- (a) The Director of Finance or his representative.



- (b) The Permanent Secretary, Personnel, or his representative.
- (c) The Cabinet Secretary.
- (d) The President of the Association.
- (e) The Secretary and one other representative of the Association.

37.3 For a general Public Service matter, the Committee shall comprise the following

- (a) The Director of Finance or his representative.
- (b) The Permanent Secretary, Personnel, or his representative.
- (c) The Cabinet Secretary.
- (d) Or representative from each Public Association or Union.

37.4 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) Improvement of working conditions causing grievances and misunderstanding.

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

Emergency meetings shall be summoned by either party, providing the two (2) weeks notice is given.

Article 38. 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 39. BENCHMARK QUALIFICATIONS

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



Article 40. DETACHMENT

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

Article 41. 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 42. 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.

**FOR AND ON BEHALF OF THE
GOVERNMENT OF SAINT LUCIA**

**FOR AND ON BEHALF OF THE
SAINT LUCIA FIRE SERVICE ASSOCIATION**

Adelene

.....
Chairperson - GNT

[Signature]

.....
Secretary - GNT

Adeline

[Signature]

DATED THIS *28th* DAY OF *August,* 2009

