



COLLECTIVE AGREEMENT
BETWEEN
THE GOVERNMENT OF SAINT LUCIA
AND
THE ST. LUCIA POLICE
WELFARE 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 ST. LUCIA POLICE WELFARE 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 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, 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 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

- (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 THE ASSOCIATION

- 1.1 The Employer recognises 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 authorised 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 endeavour to achieve the following objectives in the Police Force.



- (a) 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 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 St. Lucia Police Welfare Association shall be entirely independent of and unassociated with any body outside the Police Force.
- 4.2 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.
- 4.3 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, 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 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 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 authorisation of the Association.

Article 9 IN-SERVICE 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.

Article 10 TIME OFF FOR URGENT AND 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 one (1) day 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 hospitalised 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 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 the week of confinement.
- 13.2 The Employee may be allowed to proceed on Vacation Leave immediately on completion of Maternity Leave.



- 13.3 An employee shall not lose seniority on return to work.
- 13.4 Maternity leave shall be additional to vacation leave.
- 13.5 The foregoing shall apply to any female employee, regardless of age nationality or marital status.

Article 14 PATERNITY LEAVE

- 14.1 Paternity leave grants eligible employees up to five (5) days of paid leave following the birth of his child, 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.

- 14.2 Paternity Leave shall be granted to male employees who are married or in Common Law relationships for over one year providing that the parties share a common household.
- 14.3 Male employees requesting Paternity Leave should seek approval from the appropriate Head of Department/Permanent Secretary
- 14.4 Paternity Leave will only be granted:
- (i) on application for each birth provided that a medical certificate stating the expected delivery date is furnished not less than six (6) weeks before the date of confinement.
 - (ii) upon receipt of written confirmation by the mother which is to accompany the application above.
- 14.5 Paternity Leave following the birth of a child must be taken in full immediately after the birth or immediately following the child's release from a health care facility to the home.
- 14.6 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 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.
- 15.2 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.
- 15.3 Employees requesting Funeral/Compassionate Leave should seek approval from the appropriate Head of Department/Permanent Secretary.
- 15.4 (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.
- 15.5 Employees may be granted time off to attend the funeral of a relative/friend other than a close relative.

Article 16 INCOME TAX COUNSELLING

Each year during the period January 1 to March 30, the Employer shall provide such advise as needed to Employees in the preparation of their Income Tax Returns, through the media or otherwise.

Article 17 OFFICERS ON TRANSFER

Officers on Transfer shall be in accordance with Government's Relocation Policy.

Article 18 DUTY ALLOWANCE

Duty Allowance will be paid at the following Rates:

All Ranks including SPCs -
Four Hundred dollars (\$400.00) per month



Article 19 LODGING ALLOWANCE

Lodging Allowance shall be paid at the following rates:

Inspectors	-	\$230 per month
Sergeants	-	\$220 per month
Corporals	-	\$180 per month
Constables	-	\$170 per month
Special Police Constables	-	\$154 per month

Article 20 LAUNDRY ALLOWANCE

Laundry Allowance shall be paid at the rate of One Hundred dollars (\$100.00) 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:

Inspectors and Gazetted Officers – One Hundred and fifteen dollars (\$115.00) per month.

Article 23 PLAIN CLOTHES ALLOWANCE

A Plain clothes Allowance of One hundred and sixty dollars (\$160) 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 One hundred and Sixty (\$160.00) dollars 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 TRAVELLING ALLOWANCE

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

Article 27 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 28 PERSONAL FILE

- 28.1 Before a confidential or adverse report is placed on a Police Officer's personal file, this report must be discussed with the employee concerned.
- 28.2 Members shall have the right to object or comment on any clause, which he or she thinks is unfair to him or her.

Article 29 ACCIDENT AND DEATH COVERAGE

- 29.1 The Employer agrees to adequately compensate employees who receive injury or illness as a direct result of performing their duty. Such compensation shall include amongst other things, all medical bills and other cost incurred as a result of the injury or accident on the job.
- 29.2 The Employer agrees to provide insurance coverage for all Police Officers against death, illness and/or injury suffered in circumstances arising out of and in the course of duty.

Article 30 HEALTH AND (SAFETY) SECURITY & ENVIRONMENT

- 30.1 The Employer agrees to adopt the provisions of the Employees (Occupational Health and Safety) Act Chapter 16.02 of the Revised Laws Of Saint Lucia 2001.

The Employer further 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 required to prevent injuries while at work.
- (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 perfect 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.

Article 31 STAFFING

31.1 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.

31.2 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 32 REPRESENTATION ON COMMITTEES

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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) Budget Committee
- (e) Anomalies Committee and any other committee which may be set up from time to time and which directly concerns members of the Force

Article 33 MEAL ALLOWANCE

- 33.1 The employer agrees that a meal allowance of twenty-two (\$22) dollars shall be paid to an employee who
- a. Is authorized to work through their lunch hour
 - b. is required to work overtime beyond 7:00pm
- 33.2 The employer shall pay a breakfast allowance of \$15.00 to non-shift employees who are required to start work before 7:00am.

Article 34 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 35 PROFICIENCY AND VOCATIONAL ALLOWANCE

- 35.1 The Employer shall pay a proficiency allowance of five (\$500.00) hundred dollars 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.



35.2 The Employer agrees to pay a vocational allowance of three (\$300.00) hundred dollars 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 36 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 37 APPLICABLE GRADES:

The following are the applicable grades for Officers of the Royal Saint Lucia Police Force.

RANK	GRADE
ASSISTANT COM. OF POLICE	18
SUPERINTENDENT	16
ASSISTANT SUPERINTENDENT	14
INSPECTOR	12
SERGEANT	10
CORPORAL	8
SENIOR CONSTABLE	7
CONSTABLE II	6
CONSTABLE I	5





Article 38 SALARY RATES

The rates of salary increases for the period 1st April 2007 to 31st March 2010 are as follows:

- 1st April 2007 – 31st March 2008 - 3%
- 1st April 2008 – 31st March 2009 - 4%
- 1st April 2009 – 31st March 2010 - 7.5%

Article 39 IMPLEMENTATION AND BENEFITS

(1) The provision of this agreement shall in no way affect any other benefits, which Employees are entitled to and are enjoying and which are not covered by this agreement.

(2) *The provisions in this collective agreement, with respect to gazetted officers are subject to Cabinet's decision taken for the period 2007 to 2010 for gazetted officers. P 10/11/09 MAF SM 10/11/09*

SIGNED ON BEHALF OF THE GOVERNMENT OF ST. LUCIA

SIGNED ON BEHALF OF THE ST. LUCIA POLICE WELFARE ASSOCIATION

Jacinta St. Helene
.....
**Jacinta St. Helene
Chairperson – GNT**

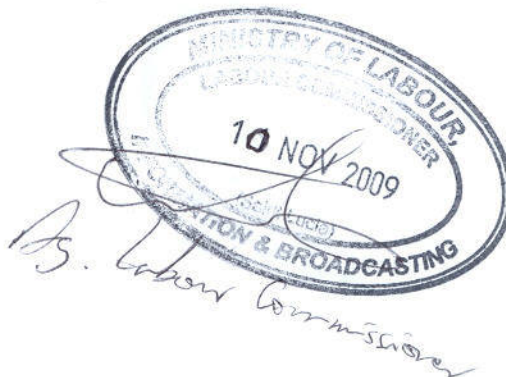
Martin A. James
.....
**Martin A. James (PC69)
President**

Philip Dalsou
.....
**Philip Dalsou
Secretary – GNT**

Insp. Severin Monchery
.....
**Insp. Severin Monchery
Vice President**

DATED THIS *10th* DAY OF *November* 2009.

Article





ADDENDUM

ARTICLE 35 – PROFICIENCY AND VOCATIONAL ALLOWANCE

The Employer and the St. Lucia Police Welfare Association agree that the Association is responsible for liaising with the relevant parties with the aim of having article 35 implemented.

ON BEHALF OF THE GOVERNMENT OF ST. LUCIA

.....
JACINTA ST. HELENE
Chairperson -GNT

10th November 2009
.....
DATE

ON BEHALF OF THE ST.LUCIA POLICE WELFARE ASSOCIATION

..... PC69
MARTIN A JAMES (PC69)
President - SLPWA

10/11/09
.....
DATE

