



COLLECTIVE AGREEMENT

BETWEEN THE

GOVERNMENT OF SAINT LUCIA

AND

**THE VIEUX FORT GENERAL AND
DOCK WORKERS UNION**

FOR THE PERIOD

APRIL 01, 2007 TO MARCH 31, 2010

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PERIOD OF AGREEMENT



AGREEMENT

BETWEEN

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

AND

THE VIEUX FORT GENERAL AND DOCK WORKERS UNION
(Hereinafter referred to as the Union)

Preamble

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 the **Vieux-Fort Town Council, Laborie Village Council** and **Choiseul Village Council** and whereas the **Union** in this capacity has concluded negotiations with the Employer, this Agreement witnesses as follows:

Bargaining Unit

Hourly and daily paid workers of the Vieux Fort Town Council and the Laborie and Choiseul Village Councils.

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 **Council** Employees as represented by the Vieux Fort General and Dock 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 hourly and daily paid employees.
- 1.3 In the furtherance of this purpose the Employer and the Union both acknowledge the rights and functions attributed to each other in Article 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 37 of this Agreement.

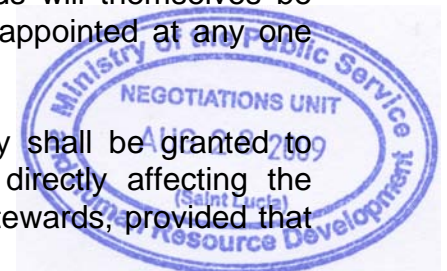


ARTICLE 2 - MANAGEMENT RIGHTS AND FUNCTIONS

- 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 working force, 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, demote or retire employees;
 - (f) Discipline or dismiss employees for cause;
 - (g) Make redundant, employees not required, in accordance with the Contract of Service Act 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 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 **Councils**; not more than two (2) shall be appointed at any one **Council**.
- 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 **Council** 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 **Council** during normal working hours to investigate specific complaints from Employees provided that a mutually acceptable time is arranged with the **Town or Village Clerk**. **The Town or Village Clerk** 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 Union and the Shop Steward appointed by the Union for the Town or Village Council** will be notified in writing.

ARTICLE 4 - CONSULTATION

- 4.1 In order to maintain and further the harmonious relationship between the Employer and the Employees, there will be consultation between the Union and the **Town or Village Clerk** or Officials to whom this Agreement directly relates.

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 to be made when the authorization is cancelled in writing by the Council 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.

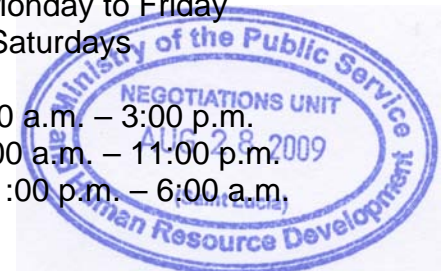
ARTICLE 6 - HOURS OF WORK

- 6.1 The normal hours of work shall be as follows:-

Mondays to Fridays 6:00 a.m. – 2:00 p.m.

Market Clerk/Assistant 7:00 a.m. – 3:00 p.m. - Monday to Friday
7:00 a.m. to 1:00 p.m. – Saturdays

Watchmen 7:00 a.m. – 3:00 p.m./6:00 a.m. – 3:00 p.m.
3:00 p.m. – 11:00 p.m./3:00 a.m. – 11:00 p.m.
11:00 p.m. – 7:00 a.m./11:00 p.m. – 6:00 a.m.



Sanitation Workers 6:00 a.m. – 2:00 p.m.

Caretakers (Public Facilities) 6:00 a.m. – 1:00 p.m. / 1:00 p.m. – 9:00 p.m.

Any time work is performed after normal scheduled hours, an overtime rate shall apply.

- 6.2 Employees shall be entitled, subject to Acts of God, to a forty (40) hour workweek consisting of five (5) days, Monday through Friday - of eight (8) hours per day. (See Schedule II)
- 6.3 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.
- 6.4 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.
- 6.5 There shall be a fifteen (15) minute tea or coffee break during the workday.
- 6.6 There shall be a one (1) hour Lunch Break during the working day. On the authority of the Supervisor and by mutual agreement, the Employee can elect 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

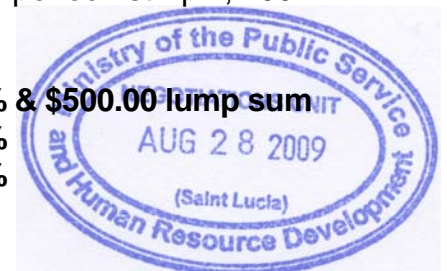
ARTICLE 7 - REORGANISATION / CONSULTATION

Whenever it is deemed necessary to make any substantial changes in the existing system of work methods or re-organization of the Council's regular work force that may result in loss of employment, the Union shall be notified of such changes, not less than 14 days prior to implementation.

ARTICLE 8 - WAGE RATES

8.1 The Employer agrees to pay rates of salary increases for the period 1st April, 2007 to 31st March, 2010 as follows:

- 1st April, 2007 - 31st March, 2008** - **3.0 % & \$500.00 lump sum**
- 1st April, 2008 - 31st March, 2009** - **4.0 %**
- 1st April, 2009 - 31st March, 2010** - **7.5 %**



ARTICLE 9 - OVERTIME

9.1 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

9.2 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 10 - DESIGNATED PUBLIC HOLIDAYS

An Employee who has not turned out to work on the day following a designated Public Holiday, will be required to make every reasonable effort to notify in whatever way possible his/her foreman or supervisor on the first day of absence, failing which he/she shall not be entitled to payment for that holiday.

ARTICLE 11 - ACTING ALLOWANCE

11.1 If an employee is required to perform the function of a higher position than his own he shall be paid an acting allowance in keeping with the minimum rate of the higher post.

11.2 Acting Allowances shall not be payable for acting arrangements of less than five (5) working days duration.



ARTICLE 12 - ODD SHIFT ALLOWANCE

Watchmen shall be paid an odd shift allowance of

\$0.75 per hour - 11:00 p.m. to 7:00 a.m. (8 hours)

\$0.35 per hour – 3:00 p.m. to 11:00 p.m. (5 hours, from 6:00 p.m. to 11:00 p.m.)

ARTICLE 13 - LAUNDRY ALLOWANCE

All employees shall be paid a Laundry Allowance of \$30.00 fortnightly for the upkeep of their uniforms.

ARTICLE 14 - PAID SICK LEAVE

14.1 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.

14.2 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 15 - MATERNITY LEAVE

15.1 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 16 - PATERNITY LEAVE

16.1 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.

16.2 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.

16.3 Male employees requesting Paternity Leave should seek approval from the



appropriate Head of Department/Permanent Secretary

16.4 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.

16.5 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.

16.6 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 17 - ANNUAL PAID VACATION LEAVE

17.1 Subject to the provisions of the Holidays with Pay Ordinance 1965, and any amendment thereto, an Employee shall be entitled to annual paid leave at the completion of two hundred (200) continuous calendar days of employment as follows:

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

17.2 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 18 - FUNERAL/COMPASSIONATE LEAVE

18.1 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.

18.2 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.

18.3 Employees requesting Funeral/Compassionate Leave should seek approval from



the appropriate Head of Department/Permanent Secretary.

- 18.4 (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.
- 18.5 Employees may be granted time off to attend the funeral of a relative/friend other than a close relative.

ARTICLE 19 - ACCIDENT LEAVE

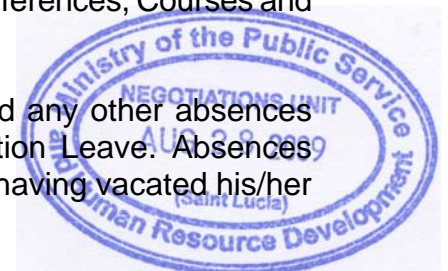
- 19.1 In the case of an accident occurring in the course of employment, the Employee must report the matter **within twenty-four (24) hours** to the Time-Keeper, Foreman or Supervisor, who in turn will submit a report on the prescribed form as provided for in the Employee's (Occupational Health and Safety) Act (schedule 2 No. 10 of 1985) to the **Town or Village Council**.
- 19.2 Immediately after an accident, the employee is to be provided with transportation if and when necessary so that he 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.
- 19.3 Where the Employee is not detained at a recognized Hospital and his condition is such that he 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.

ARTICLE 20 - 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 21 - LEAVE FOR TRADE UNION ACTIVITIES

- 21.1 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 Activities.
- 21.2 The period shall be for the duration of the activity only and any other absences without authority will be deducted from the Annual Vacation Leave. Absences extended beyond ten (10) days will deem the Employee as having vacated his/her employment.



21.3 In every case, the Union must provide proof to the Employer that the Employee has been accepted for participation in any such activity.

ARTICLE 22 - LEAVE FOR URGENT PRIVATE AFFAIRS

Seven (7) working days per annum leave of absence with pay may be granted to an Employee for the purpose of settling matters of an urgent, private nature.

ARTICLE 23 - RETIREMENT

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

ARTICLE 24 - GRATUITY

24.1 Both the Employee and the Employer are required under the provisions of the National Insurance Scheme to contribute five cents (5 c) on every dollar for the future welfare of the Employee.

24.2 Consideration will continue to be given to Employees who at the time of retirement, have been continuously employed for a maximum of ten (10) years prior to the establishment of the National Provident Fund in 1970 (replacement by the NIS) and who, under normal circumstances would qualify for an ex-gratia award under the provisions of Regulations 26 or the Pensions Act No. 9 (outside of 1967) of any of the benefits that he receives from the National Insurance Scheme.

24.3 Matters relating to the payment of a gratuity will be dealt with by way of an exchange in letters between the Ministry of the Public Service and Human Resource Development and the Vieux-Fort General and Dock Workers Union. The Exchange of letters shall be an addendum to this Collective Agreement.

ARTICLE 25 - SEVERANCE

It is agreed that Severance shall be in accordance with the Contracts of Service Act No. 14 of 1970, and other regulations relative to the Act, which may be in force from time to time.

ARTICLE 26 - HIRING OF WORKERS

26.1 Preference or priority shall be given to part-time workers (who meet the Job Specifications and performance) whenever a vacancy arises for permanent employment.

26.2 Whenever a vacancy arises because of retirement or otherwise, consideration shall be given to temporary employees once qualifications and performance criteria have



been met and who are already on payroll.

ARTICLE 27 - MEDICAL CHECK-UPS & FIRST AID KIT

- 27.1 Two (2) free medical check-ups shall be granted annually by the Employer to the Employee exposed to Health hazards.
- 27.2 The Employer shall provide a First Aid Kit on all permanent sites and on temporary sites where it is found necessary to do so.

ARTICLE 28 - PROTECTIVE CLOTHING AND EQUIPMENT

- 28.1 Council agrees to provide its employees with the protective gear necessary in order that they will carry out their duties effectively. For the purpose of this Agreement the list of equipment is listed in Appendix A.
- 28.2 The Council shall in each case when providing or replacing equipment satisfy itself that the replacement is necessary. Workers are responsible for the loss and misuse of equipment arising out of negligence. In every case of supplying equipment, workers are to return the old ones in use before new ones can be issued.

ARTICLE 29 - 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 No. 37 of 1984 - Employment Injury Benefit.

ARTICLE 30 - HEIGHT BONUS

- 30.1 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:

40' – 80 ft	=	\$0.50c
61' – 90 ft	=	\$0.75c
91' – 100 ft	=	\$1.00
Over 100 ft	=	\$1.20

ARTICLE 31 - 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 a minimum of 3



hours pay at the prevailing overtime rate.

ARTICLE 32 - RETRENCHMENT

32.1 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.

32.2 Save for a force majeure, Foremen and Supervisors are duty bound to notify Employees of intended lay-offs one week in advance, and in the absence of such notice, the worker shall be adequately compensated.

Lay-off situations resulting from weather conditions would be treated as continuous employment for the purpose of computing gratuity.

ARTICLE 33 - 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 34 - CHRISTMAS AND NEW YEAR SHOPPING TIME

It is agreed that a day be allotted to each worker by alternative arrangements for year-end shopping without work stoppage.

ARTICLE 35 - JOB CATEGORISATION

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

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

ARTICLE 36 - AVOIDANCE & SETTLEMENT OF GRIEVANCES & DISPUTES

36.1 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 Supervisor and/or Town or Village Clerk;
- (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, Village Clerk or Head of Department.



- (c) 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 endeavour 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 of 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) ordinance Chapter 103 of the Revised Laws of Saint Lucia 1957.

36.2 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 37 - DISCIPLINE

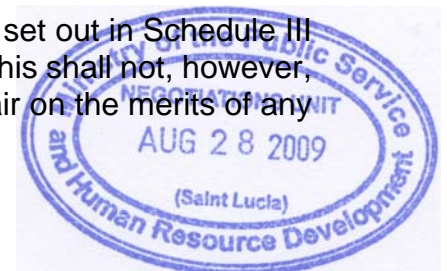
37.1 Subject to the provisions of the State Laws regarding the hiring and firing of employees, the Council shall have the right to discipline its employees. A warning letter or notice shall be sent to the employee and copied to the Union by the Council specifying the offences committed by the worker concerned, within forty-eight (48) hours of the act being committed.

37.2 Notwithstanding, when an employee is disciplined, confirmation of such disciplinary action shall be given to the employee in writing and copied to the Union. The Union shall have the right to make representation on behalf of the employee who has the right to appeal in accordance with the Agreement, but any such representation shall be made within two (2) weeks upon receipt of the notification.

37.3 However, upon representation by the Union, should it be established that an employee was wrongly disciplined, he shall be reinstated with full entitlement to wages and other such agreed benefits that would have normally been his entitlement had he not been disciplined.

37.4 A list of disciplinary measures for specific offences shall be set out in Schedule III Discipline. This agreement may be applied as prescribed. This shall not, however, prevent the Council from taking such action as is thought fair on the merits of any case (including offences), which warrant disciplinary action.

ARTICLE 38 - PERIOD OF AGREEMENT



38.1 This Agreement shall have effect from 1st April, 2007 and shall remain enforceable until 31st March, 2010 unless revised by mutual consent.

38.2 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.


38.3 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.


38.4 If neither party gives notice of its desire to revise the Agreement in accordance with Article 38.2, the Agreement shall remain in force in its entirety until such time when either party requests a revision or termination.



SIGNED ON BEHALF OF THE
GOVERNMENT OF ST. LUCIA

SIGNED ON BEHALF OF THE
VIEUX FORT GENERAL AND DOCK
WORKERS UNION

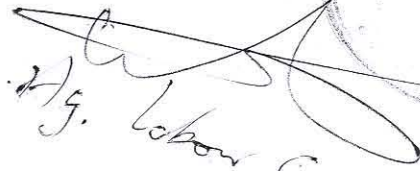

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Chairperson - GNT



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Secretary - GNT


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DATED THIS 28th DAY OF August, 2009


Ag. Labour Commissioner


MINISTRY OF LABOUR
LABOUR COMMISSIONER
28 AUG 2009
(Saint Lucia)
TELEVISION AND BROADCASTING


Ministry of the Public Service
and Human Resource Development
NEGOTIATIONS UNIT
AUG 28 2009
(Saint Lucia)

APPENDIX A

UNIFORMS

Women (including Janitor)	3 dresses yearly
Men	3 shirts yearly
	3 pairs of trousers yearly

Sanitation Crew

- a) Half or whole rubber boots, soft shoes, gloves, spades, shovels, wheel barrows, and bass brooms.
- b) A quantity of respirators shall be kept in store for use whenever required;
- c) Equipment and gear issued to workers remain the property of the Council. Council reserves the right to inspect equipment and uniforms at its discretion at any time during working hours. Council shall keep a supply of safety gear in store.
- d) Disinfectant shall be available for foul smelling drains and toilets;
- e) Headgear for all workers to be used as necessary.

Mower Operator

- (a) One (1) pair steel toe boots
- (b) Goggles
- (c) Mask

Public Facility Worker

- (a) Steel brushes
- (b) Buckets
- (c) Bass brooms
- (d) Shoes

Watchmen

- (a) One (1) cloak,
- (b) Three (3) uniforms per year
- (c) 1 pair protective shoes



SCHEDULE I

CATEGORY OF WORKERS
Maintenance Worker
Foremen
Market Clerk
Town Constable
Assistant Market Clerk
Sanitation Worker
Watchmen
Caretakers: Public Facility
Labourers
Assistant Maintenance Worker
Small Equipment Operator



SCHEDULE II

HOURS OF WORK - ROSTERING

The employer shall be free to arrange the roster for employees whenever practicable shall notify an employee of any change in his/her work schedule at least 48 hours before such proposed change is intended to take effect. All employees concerned shall be notified personally.

SCHEDULE III

DISCIPLINE DEFINITIONS

1. SUSPENSION

Suspension shall mean that the worker concerned is debarred from employment for the period prescribed or agreed upon.

2. DISMISSAL

Dismissal shall mean that the worker concerned is dismissed from employment

3. INSUBORDINATION

Insubordination shall mean disobedience to or defiance of authority

4. REFUSING TO WORK

Refusing to work shall mean refusal to work despite obligation to do so under the terms of the Agreement of incitement of others to refuse to work.

5. LEAVING WORK WITHOUT PERMISSION

Leaving work without permission shall apply to any worker who during working hours leaves work without permission or reasonable excuse, absents him/herself from their workplace during the course of their engagement.

