



COLLECTIVE AGREEMENT

BETWEEN

THE GOVERNMENT OF SAINT LUCIA

&



ST. LUCIA NURSES ASSOCIATION

April 01, 2010 ~ March 31, 2013

SIGNED ON BEHALF OF THE
GOVERNMENT OF ST. LUCIA

SIGNED ON BEHALF OF THE
ST. LUCIA NURSES ASSOCIATION

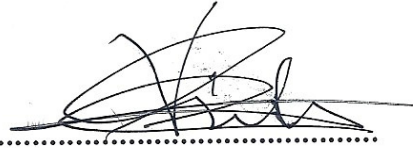
AGREEMENT


BETWEEN


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


AND


THE ST. LUCIA NURSES ASSOCIATION
(Hereinafter referred to as the Association)


.....
Chairman (GNT)


.....
President


.....
Secretary (GNT)


.....
General Secretary

WITNESSED BY: 
.....
Labour Commissioner



DATED THIS 03 DAY OF April 2013



APPENDIX I

LEAVE ENTITLEMENT FOR NURSES BASED ON YEARS OF SERVICE

GRADE	1 – 3 YEARS	4 - 7 YEARS	8 - 10 YEARS	OVER 10 YEARS
13 – 18	29 days	31 days	33 days	36 days
12	27 days	29 days	32 days	34 days
9 – 11	26 days	28 days	30 days	32 days
8	24 days	26 days	28 days	30 days
6 & 7	22 days	24 days	26 days	28 days

PREAMBLE
 BARGAINING UNIT
 INTENT AND PURPOSE OF AGREEMENT

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Article 2
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**Article 22
SPECIAL LEAVE**

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**Article 24
PERSONAL FILES**

**Article 25
JOB DESCRIPTIONS/CLASSIFICATION**

ARTICLE 28 - LABOUR MANAGEMENT COMMITTEE

28.1 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 security for employees. Decision of this Committee shall be arrived at by consensus and shall bind both parties after ratification by Cabinet.

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

- (a) The Minister for Health
- (b) The Permanent Secretary, Ministry of Health
- (c) The Chief Medical Officer
- (d) The Senior Medical Officer
- (e) The Chief Nursing Officer
- (f) The President of the SLNA or a Representative from the SLNA

28.3 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 from Employees, in relation 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) Required improvement of working conditions causing grievances and misunderstanding.

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

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

24.2 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 25 - JOB DESCRIPTIONS/CLASSIFICATION

The Employer agrees to provide job descriptions to all categories of Employees of the Nursing Service, which the Association represents upon first appointment.

ARTICLE 26 - GRIEVANCE PROCEDURE

- (a) The agreed procedure for settling of disputes arising out of conditions of service covered by this Agreement will be as follows: Where there is a grievance the Employee will seek clarification from his Shop Steward.
- (b) In the event that the Shop Steward is unable to handle the matter, he may request an Official from the Association to take up the matter on behalf of the member with the appropriate Ministry Official.
- (c) If the Association Official is not satisfied with the result of (b) above, the Association Official will take up the matter on behalf of the member with the Permanent Secretary.

26.2 If no agreement is reached, the matter shall be referred to the Permanent Secretary, Personnel. If no agreement is reached at that stage, the matter shall be referred to the Committee of Industrial Relation in the Public Service, which shall meet within seven (7) days after being notified, in an endeavour to conciliate the dispute.

26.3 If no agreement is reached within two (2) weeks either party may refer the matter to Labour Commissioner.

26.4 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 (a) may require that the matter be referred to the Minister of Labour in accordance with Section 3 of the Essential Services Act Chapter 16.12 of the Revised Laws of Saint Lucia (No.3 of 1975).

ARTICLE 27 - SALARY RATES

The salary rates for the period 1st April, 2010 to 31st March 2013 is as follows:

1 st April, 2010 - 31 st March, 2011	-	1%
1 st April, 2011 - 31 st March, 2012	-	1.5%
1 st April, 2012 - 31 st March, 2013	-	1.5%

Article 26 GRIEVANCE PROCEDURE

Article 27 SALARY RATES

Article 28 LABOUR MANAGEMENT COMMITTEE

PREAMBLE

BARGAINING UNIT

CNO – Chief Nursing Officer
ND – Nursing Director
PNO – Principal Nursing Officers
DS – Departmental Sisters
NA – Nurse Anesthetist
PHNS – Public Health Nursing Supervisors
NP – Nurse Practitioners
WS – Ward Sisters
CHN – Community Health Nurses
PHN – Public Health Nurse
SN – Staff Nurses
NA – Nursing Assistants

Intent and Purpose of Agreement

It is the intent and purpose of the Employer and the Association to set forth herein 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 Nursing Service.

In furtherance of this purpose, the Employer and the Association both acknowledged and agree to honour and recognise the respective rights and obligations herein and discharge faithfully the duties and functions attributed to each other.

ARTICLE 1- PERIOD OF AGREEMENT

This agreement shall take effect from 1st April, **2010** to 31 March, **2013** 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. When 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) 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 amendments.

adoption order to authorize that the child be adopted by the employee.

- 20.3 Adoption leave shall be in addition to vacation leave.

ARTICLE 21 - STUDY LEAVE

Study Leave shall be in accordance with Public Service policy.

ARTICLE 22 - SPECIAL LEAVE

- 22.1 Special leave of absence will be granted in accordance with Staff Orders.
- 22.2 The Employer shall provide copies of staff orders to all employees of the Nursing Service.

ARTICLE 23 - FUNERAL/COMPASSIONATE LEAVE

- 23.1 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.
- 23.2 For the purpose of this article close relative includes mother, father, brother, sister, spouse, parents of spouse, children, grandparents, grandchildren, adopted, foster or legal wards and members of the employee's household.
- 23.3 Employees requesting Funeral/Compassionate Leave should seek approval from the appropriate Head of Department/Permanent Secretary:
 - (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.
- 23.5 Employees may be granted time off to attend the funeral of a relative/ friend other than a close relative.

ARTICLE 24 - PERSONAL FILES

- 24.1 No adverse entry shall be made in any Employee's personal file without his/her knowledge. An Employee shall have the right to defend himself/herself before any such entry is made.

- 18.2 Extra leave with pay may be granted at the discretion of the Employer, in which case the Employer shall obtain a report from a Medical Practitioner before taking a decision.
- 18.3 An Employee shall not lose seniority on return to work.
- 18.4 Maternity leave shall be additional to vacation leave.

Article 19 - PATERNITY LEAVE

- 19.1 Paternity leave grants eligible employees up to five (5) days of paid leave following the birth of his child.
- 19.2 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.
- 19.3 Male employees requesting Paternity Leave should seek approval from the appropriate Head of Department/Permanent Secretary
- 19.4 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.
- 19.5 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.

ARTICLE 20 - ADOPTION LEAVE

- 20.1 Employees applying for adoption leave must notify their employer of their intention to adopt a child in no less than **14 days** after the employee has applied for an adoption order in accordance with the Adoption Act 4.07 2005 Revised Laws of Saint Lucia.
- 20.2 Employees are entitled to **5 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 2005 Revised Laws of Saint Lucia or on the date that a Court of competent jurisdiction made an

ARTICLE 2 - 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 and approval by Cabinet.
- (b) This shall apply to all clauses of the Agreement except those for which there are prescribed times.

ARTICLE 3 - ASSOCIATION MEMBERSHIP

3.1 Bargaining Unit

- CNO – Chief Nursing Officer
- ND – Nursing Director
- PNO – Principal Nursing Officers
- DS – Departmental Sisters
- NA – Nurse Anesthetist
- PHNS – Public Health Nursing Supervisors
- NP – Nurse Practitioners
- WS – Ward Sisters
- CHN – Community Health Nurses
- PHN – Public Health Nurse
- SN – Staff Nurses
- NA – Nursing Assistants

- 3.2 All Employees are eligible to become and remain members in good standing of the Association.
- 3.3 The Employer agrees to acquaint new Employees with the terms and conditions of the Collective Agreement.
- 3.4 The Employer shall deduct from the salary of every Employee who is a member of the Association on his written authorisation, any dues stipulated by the Association.
- 3.5 Deductions shall cease to be made when the authorisation is cancelled in writing by the individual Employee concerned and copied to the Secretary of the Association. Such cancellation shall not take effect until the expiration of fifteen (15) days thereafter.

ARTICLE 4 - ASSOCIATION RIGHTS, SECURITY AND FUNCTIONS

- 4.1 Within the limits of this Agreement and of the relevant provisions of the Saint Lucia Constitution Order 1978 No. 1901 and/or local laws, the Association

shall have the right to exercise the functions of a Trade Union.

- 4.2 The Association shall keep the Employer informed of the names of the Officials and Shop Stewards representing the Employees. Not more than two Shop stewards shall be elected by any Ministry/Department or Branch to represent the Employee.
The Employer agrees to recognise the Shop Stewards or any other authorised representatives of the Association.
- 4.3 The Employer agrees that special time off duty may be granted by the Permanent Secretary, Ministry of Health for the Shop Stewards or Officials to attend to matters directly affecting the Association's members but providing 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.
- 4.4 The Employer agrees to award the President and Secretary each one (1) day off weekly to attend to the business of the Association in the interest of the profession and ultimately the client.

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 Union all circulars to the Ministry and Departments affecting the professional conduct of Employees.
- 5.2 These rights are to be construed within the limits of the Constitution, the Laws of the State and the Collective Agreement.

ARTICLE 6 - CONTINUING EDUCATION

- 6.1 The Employer recognises that the knowledge base of the Profession continues to expand and that continuous education and training are required for updating and upgrading the knowledge and skill of the nursing personnel.

Therefore, programmes shall be made available to prepare nursing personnel for specific areas of nursing service, in particular, specialised areas of nursing care.

Thus, the Association can make specialized training recommendations to the Ministry of Health for inclusion in the National Training Priority List.

- 16.3 A new Employee shall qualify for full vacation leave after he has worked for three (3) months.
- 16.4 Total accumulation of vacation leave shall be as provided for in the staff orders.
- 16.5 All vacation leave should be taken in the year in which it is earned, except with the special permission of the Permanent Secretary responsible for the Public Service.
- 16.6 Vacation leave entitlement will be in accordance with the schedule set out in Appendix 1 attached.

ARTICLE 17 - SICK LEAVE

- 17.1 An Employee shall be entitled to sick leave.
- 17.2 Sick leave shall be granted in working days.
- 17.3 Sick leave exceeding two (2) consecutive working days to require the production of a Medical Certificate in accordance with Sections 6.18 and 6.19 of the Staff Orders for the Public Service of Saint Lucia.

Sick absences two (2) days or less need not be supported by a Medical Certificate from a Registered Medical Practitioner.

- 17.4 The quantum of sick leave which may be granted to an Employee in any one year for absence not supported by a Medical Certificate may not exceed 12 working days (10 working days for those who work a five day week) and any absence in excess of this period will be deemed vacation leave.
- Sick leave exceeding two (2) consecutive working days, the Employee is required to produce a Medical certificate in accordance with Section 6.18 and 6.19 of the Staff Orders of the Public Service of St. Lucia.
- 17.5 The quantum of sick leave which may be granted to an Employee in any one year for absence not supported by a Medical Certificate may not exceed 12 working days (10 working days for those who work a five day week) and any absence in excess of this period will be deemed vacation leave.

ARTICLE 18 - MATERNITY LEAVE

- 18.1 The Employer agrees that thirteen (13) weeks maternity leave shall be allowed with full pay and shall be on a six (6) weeks before confinement week and six (6) weeks after confinement week.

Relocation Allowance

- 14.2 The Employee shall have a right to appeal in accordance with current Public Service Rules and Regulations.

ARTICLE 15 - OCCUPATIONAL HEALTH AND SAFETY

- 15.1 The Association and the Employer shall comply with the provisions of the Labour Act No.37 of 2006.
- 15.2 A Safety and Health Committee shall be established and composed of one (1) Representative appointed by the Association and two (2) Representatives appointed by the Employer. One of which shall be the Chairman.
- 15.3 The Safety and Health Committee shall hold meetings as requested by the Association or by the Employer to deal with all unsafe, hazardous or dangerous working conditions. Representatives of the Association shall suffer no loss of pay for attending such meetings. Copies of minutes of all Committee Meetings shall be sent to the Employer and the Association.
- 15.4 Employees working in any unsanitary or dangerous condition shall be supplied with the necessary tools, safety equipment and protective clothing. Free medical attention or examination shall be provided for such Employees by the Employer at least twice a year.
- 15.5 The Employer shall provide compulsory physical examinations for all employees annually because the nature of nursing puts the Employees and their families at risk.
- The Employer will identify a Consultant/Physician for the first three (3) months of each year for that purpose.
- 15.6 The Safety and Health Committee shall be notified of each accident or injury sustained in the course of employment and shall investigate and report to the Employer and the Association as soon as possible on the nature and cause of the accident or injury.
- 15.7 The Employer provides protective gear to safely accommodate nurses in the unlikely event of an airborne epidemic.

ARTICLE 16 - VACATION LEAVE

- 16.1 All leave shall be calculated in working days.
- 16.2 An Employee shall qualify for leave after he/she has worked for three (3) consecutive months, if employment is terminated.

- 6.2 In pursuance of the above, the Association and the Employer will co-operate in organising professional and related educational activities such as seminars workshops and conferences.
- 6.3 The Employer agrees to use its best endeavour to provide refresher courses for nurses in conjunction with the Nurses Association.
- 6.4 The Employer and the Association agree to make attendance to in-service education programmes compulsory as the nature of nursing is such that the health of clients takes priority.

ARTICLE 7 - APPOINTMENTS

- 7.1 The Employer shall submit recommendations to the relevant authority for confirmation in post, when employees have acted in a vacant post for more than a period of six (6) months to one (1) year; and have satisfied the qualification and performance criteria for the post.
- 7.2 The Employer further agrees that all efforts shall be made to fill vacancies from within the Nursing Service.

ARTICLE 8 - HOURS OF WORK

- 8.1 It is recognized that the Nursing Service demands a twenty-four (24) hour a day coverage (service). In order to facilitate this efficiently, hours of work shall be rostered to include day and night shifts
- 8.2 The hours of work for the Employees within the nursing service shall be thirty-seven and one half (37 ½) hours per week as follows:
- (i) Employees working over a five-day week period: Monday through Friday from 8:00 a.m. – 4:30 p.m.
 - (ii) Employees working a rostered (shift system) five (5) day week period established per institution. (6:45 am – 2 pm and 1 pm – 9 pm)
- 8.3 Employees on the night shift shall work a four-day week (9 pm – 7 am: 40 hours per week)
- 8.4 Employees working in operating theatre shall work 30 hours in the operating room but their normal duty would be 37½ hours per week.
- 8.5 The Employer may require the Employee to work for longer hours than that prescribed whenever the public interest necessitates.

- 8.6 Time off shall be given in lieu of overtime.
- 8.7 Meal breaks for reasonable durations are as follows:
- Meal breaks for reasonable durations are as follows:
- 8:00 a.m. to 4:30 p.m – 1 hour for lunch break - VH + Comm. + SJH + GHH
 6:45 a.m to 2:00 p.m – 30 mins tea break
 1:00 p.m to 9:00 p.m – 1 hour for dinner break.
 9:00 p.m – 7:00 a.m. – 2 hours meals/rest break
- VH – Victoria Hospital
 Comm. – Community Service/Health Centres
 SJH – St. Jude’s Hospital
 GHH – Golden Hope Hospital
- 8.8 Employees working in a Psychiatric Institution shall work 35 ½ hours over a five-day week period.

ARTICLE 9 - TIME OFF FOR URGENT AND PRIVATE AFFAIRS

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 year.

ARTICLE 10 - SHIFT, PUBLIC HOLIDAYS AND ALLOWANCES

- 10.1 Shift workers shall be given equivalent time off in lieu of overtime for working on public holidays or designated holidays.
- 10.2 An "On Call" Allowance of \$100.00 per month shall be paid to Employees who are posted in the Out districts/Communities and whose movements are restricted outside their normal working hours as a result of being on call, for emergencies related to nursing. Employees are on call from 4:30 pm – 8:00 am.
- 10.3 An Employee required to work between the hours of 9:00 pm and 7:00 am will receive a night differential allowance of \$5.00 per hour.
- 10.4 Any Employee required to carry out supervisory duties on night shifts shall receive a monthly allowance equivalent to fifteen percent (15%) of their basic salary.
- 10.5 The Employer agrees to pay to specialist nurses in the Intensive Care Unit

(ICU) and Renal Unit and Nurse Anaesthetist whose expertise may be required to better manage patients in emergencies, an on-call allowance of \$45.00 and call-out allowance of \$125.00

10.6 Sessions for nurses

All nurses (RN, District Nurses, Nurse Practitioners, Ward Sisters, Departmental Sisters and Retired Nurses) who are in good professional standing can work sessions at a rate of \$20 per hour on a day shift performing normal nursing duties and \$25.00 per hour on holidays, weekends or at nights.

All Registered Nursing Assistants (RNAs) who are in good professional standing can work sessions at a rate of \$15 per hour on a day shift performing their normal duties and \$20.00 per hour on holidays, weekends or at nights

- 10.7 Supervisors (Ward Sisters, Departmental Sisters and Nurse Practitioners) who are in good professional standing can work sessions at a rate of \$25.00 per hour normal day shift, and \$30.00 per hour night shift, weekends and public holidays.

ARTICLE 11 - UNIFORM AND LAUNDRY ALLOWANCE

- 11.1 The Employer agrees to provide uniforms to Employees who by the nature of their job necessitates them to wear special uniforms. A Uniform Allowance of \$65.00 monthly shall be granted to all Nurses eligible for full uniforms.
- 11.2 The Employer agrees that a shoe allowance of \$200.00 per annum shall be granted to all Nurses eligible for full uniforms.
- 11.3 The Employer agrees to pay a sum of \$40.00 monthly to the Employee as a Laundry Allowance.

ARTICLE 12 - TRAVELLING & SUBSISTENCE

Travelling and subsistence allowances shall be paid in accordance with the approved rates by Cabinet.

ARTICLE 13 - TRANSPORTATION

The Employer agrees to provide transportation from established locations to and from work for the Employees.

ARTICLE 14 - RELOCATION ALLOWANCE

- 14.1 This allowance shall be in accordance with Government’s policy on