

**COLLECTIVE AGREEMENT**

**BETWEEN**

**ST. LUCIA ELECTRICITY SERVICES LIMITED**  
**(LUCELEC)**

**AND**

**THE NATIONAL WORKERS' UNION (NWU)**

**FOR THE PERIODS**

**March 23<sup>rd</sup> 2012 – March 22<sup>nd</sup> 2015**

**AND**

**March 23<sup>rd</sup> 2015 – March 22<sup>nd</sup> 2018**

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**PREAMBLE**

Whereas the St. Lucia Electricity Services Limited (herein called "the Company") has recognized and accepted the National Workers' Union (herein called "the Union") as the representative of its employees, Grades 4 – 9, for the purpose of Collective Bargaining on matters concerning terms and conditions of employment, general interest and the welfare of all employees within the Bargaining Unit as defined in the Appendices Schedule I – (Staff Designation and Grades Schedule) of this Agreement and whereas the Union in this capacity has concluded negotiations with the Company, entered on this ..... 18<sup>th</sup> ..... day of ..... July ..... 2018. This agreement witnessed as follows:

**Article 1 PURPOSE & INTENT OF THE AGREEMENT**

- I. (a) To maintain and further the good relationship between the Company and the employees represented by the National Workers' Union (NWU) and to provide a procedure for the avoidance and settlement of disputes.
  - (b) To negotiate rates of pay, hours of work and other terms and conditions of employment agreed upon by the Company and the Union.
  - (c) To promote the economic and efficient operation of the Company, avoid industrial disturbance and achieve the highest level of employee performance consistent with St. Lucia Electricity Services Limited's standards and values.
  - (d) To provide for the recognition of, representation by and facilities for the Union in matters covered by and connected to this Agreement.
  - (e) In furtherance of this purpose, the Company and the Union both acknowledge the rights and functions attributed to each other in Articles 4 (Union Security & Functions) and 5 Management Rights & Functions) of this Agreement.
  - (f) The Company and the Union agree that any complaints or differences arising out of the Agreement shall be dealt with in the manner prescribed in Article 32 (Grievance Procedure).
- II. The Company and the Union recognize that the welfare of each Employee is directly dependent upon the efficient, reliable and safe operation of St. Lucia Electricity Services Limited and the

satisfaction of its customers. It is agreed therefore that the Company and the Union acting on behalf of the employees will, at all times:

- (a) Work together to provide an efficient, and reliable service to its customers.
- (b) Work in harmony with each other.
- (c) Respect each other's rights.

#### Article 2 **FUTURE LEGISLATION**

If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable whether by a change in legislation or by a court or body of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

#### Article 3 **RECOGNITION**

- I. Having been certified as the Bargaining Agent for the Employees, Grades 4 – 9, of the Company by the Labour Commissioner in accordance with the **Labour Act** No. 37 of 2006, the Company accepts the Union as the exclusive representative of its employees, for the purpose of collective bargaining, in matters concerning terms and conditions of employment and their general interest and welfare as employees.
- II. The Company undertakes that should St. Lucia Electricity Services Limited change its name during the term of this agreement, nevertheless, the Agreement shall continue to apply and remain binding upon the Company or its successors.
- III. The Union undertakes that should it re-register under a different name with the Registrar of Trade Unions during the term of this Agreement, nevertheless the Agreement shall continue to apply and remain binding upon the Union.
- IV. It is further agreed that any new position created within the Bargaining Unit Grades 4 – 9 during the life of this Agreement or any existing position which following a Job Evaluation falls within Grades 4 – 9, will be recognized by both parties as being a part of the Staff Designation and Grades Schedule, (Schedule I of the Appendices).

#### Article 4 **UNION SECURITY & FUNCTIONS**

- I. The Union has the right at all times to exercise its function in accordance with established principles and practices, in the interest of both parties so as to maintain harmonious relationships with the employees and the Company.

- II. The Company agrees to periodic visits by Union officials to address the workers on its premises after duly informing the Company of its intention and the subject to be discussed giving two (2) weeks' notice. When such meetings have been agreed upon, it is the Company's responsibility to notify Management.
  - a. In cases of impromptu meetings, it is agreed that Management will give consideration to waiving the two (2) week notice period, and will use its efforts to accommodate such requests. The Union will notify Management of its intentions and it is expected that such meetings will not adversely affect the operations of the Company.
- III. Union meetings on the Company's premises should not normally exceed one (1) hour in duration and adequate staff would be allowed to remain in all departments to avoid any business interruption during the meetings. Every effort will be made by the Union to schedule meetings on the Company's premises outside of normal working hours, so as not to cause undue interruptions to the business.

#### Article 5 **MANAGEMENT RIGHTS & FUNCTIONS**

It is acknowledged that all the rights, authority and functions of management are vested in the Company. Those functions are recognized by the Union to include the right, in its sole discretion to:

- I. Plan, direct and control the operations of the Company in keeping with the requirements of maintaining an essential service including the determination of the size of the work force, the hours, methods, standards and manner in which work will be carried out in any department or section of the Company, provided always that no action, so taken, shall be inconsistent with the terms and conditions of this Agreement or the Laws of St. Lucia.
- II. Control and regulate the use of all the Company's equipment and property.
- III. To engage, promote, transfer, retire, discipline, or dismiss any employee for just cause.
- IV. Make such rules and regulations as the Company considers necessary or advisable for the orderly, efficient and safe operation of the Company's business and require employees to observe such rules and regulations.

#### Article 6 **BARGAINING UNIT**

1. The agreement shall apply to all categories of employees included in the Bargaining Unit as set out in (the Appendices) Schedule 1 – Staff Designation and Grades Schedule.

**Article 7            PROMOTIONS**

1. Overall suitability for a position in a higher grade, i.e. a promotion, shall be determined by the employee's proven ability, performance, experience and qualifications for a higher job, in accordance with the Job Specification.
2. The company will always seek to promote the best person for the job.
3. Where in the opinion of the Company equal merit and suitability exist between two or more employees who are being considered for promotion, the employee with the better employment record shall be given preference.

**Article 8            TRAINING**

The Company agrees to provide training to its employees to acquire the requisite skills and competencies for the business. Appropriate training programs will be delivered to equip employees to better perform their jobs, and to enhance their overall development. Training needs will be determined based on the Company's short and long term strategic priorities and will be identified using job descriptions, appraisals and consultations with employees/supervisors/managers. Training Plans will be developed to address those needs in each department. Scheduling of training programmes will be done in accordance with budgetary provisions and will be prioritized accordingly.

**Article 9            TRADE UNION LEAVE**

1. The Company, upon reasonable notice shall grant leave of absence with pay to an employee to attend seminars, conventions, courses or other official trade union activities, provided that such leave does not affect the Company's operations. The Union should give at least three (3) weeks' notice to the Company.
2. The length of such leave shall be agreed upon between the Company and the Union, but in no case shall exceed an aggregate of twenty one (21) working days per employee in any one calendar year. In addition, no one event shall exceed five (5) working days unless an agreement is reached between the Company and the Union. This time off should not exceed two (2) employees at a time on any one occasion.

Article 10      **TRANSFERS**

**I.      TEMPORARY TRANSFERS**

1. The Company & Union recognize that from time to time there may be a requirement for employees to be transferred from any location in one zone to another on a temporary basis.

Where an employee is required to be transferred between zones, and is unable to do so, the employee shall immediately inform his/her Department Head in writing. Where it is agreed that the employee shall not be transferred, this shall be without prejudice to the employee's future opportunities within the Company.

Where an employee is to be transferred temporarily between zones, the following shall apply:

a) **Company Locations**

The Company has the following Work locations:

Zone 1

Commercial Office – Sans Souci  
Commercial Office – Rodney Bay  
Cul de Sac Complex

Zone 2

Commercial Office – Soufriere

Zone 3

Commercial Office – Vieux Fort  
Transmission & Distribution Office – Vieux Fort

- b) The Company will provide a minimum of two weeks' notice to the employee of such transfer, except in the cases of emergency.
  - c) The employee is entitled to claim for mileage at the applicable rate per mile for the travel associated with the transfer. Such mileage will apply only from the point of origin, the employees normal work location, to the point of transfer and back. All claims for mileage are submitted with the relevant supporting mileage logs and are paid to the employee as a reimbursement.
1. **Transfers Within Zones**
    - a) Where the Employer requires an employee to be transferred within the same zones the employee shall be paid in arrears at a rate of \$25.00 per working day.
  2. **Transfers Between Zones**
    - a) The employee will be entitled to the following monthly allowance for the duration of the transfer. The allowance is dependent on the zone transferred to:
      - North/ South Zones: \$1400
      - South/ West Zones: \$1100
      - North/ West Zones: \$1400

## **II. PERMANENT TRANSFERS**

Transfers for periods in excess of twelve (12) months shall be deemed to be permanent transfers. Where an employee is required to be transferred, and is unable to do so, the employee shall immediately inform his/her Department Head in writing. Where it is agreed that the employee shall not be transferred, this shall be without prejudice to the employee's future opportunities within the Company.

Where the employer has effected a permanent transfer, the employee shall be entitled to a one time lump sum payment of \$15,000.00, in addition the company shall:-

1. Provide at its own expense, accommodation for the employee and his/ her immediate family for the first three (3) month of the transfer.
2. Pay the cost of moving to the area of assignment

Notwithstanding the foregoing, the employer may, in special circumstances and in its sole discretion, offer to lease premises for an employee who has been transferred permanently, in lieu of the lump sum payment. However, nothing in this offer shall make it mandatory for the offer of leased property to be accepted by the employee.

## **Article 11 CHECK OFF SYSTEM**

- I. An employee may, on his/her written authorization to the Company on the prescribed form stipulate and cause to be deducted from his/her wage the amount of any Union Dues for such period as he/she may choose. Such deduction shall cease to be made upon cancellation (in writing on the prescribed form) by the employee of the authorization.
- II. Once each month, the Company shall remit to the Union, a cheque for the total amount for deductions made as provided in the preceding subsection. When making its first monthly remittance, the Company shall furnish the Union with a list of the names of all employees who have signed the check-off authorization. Thereafter, the Company shall once a month amend the original list, if necessary, transmitting the names of any employees who have signed new authorization forms.
- III. The foregoing monthly accounting shall be deemed final and binding upon the Union unless queried in writing by the Union within six (6) days of its receipt.
- IV. Deductions shall cease to be made when the authorization is cancelled in writing by the individual employee concerned using the prescribed form and copied to the Employer.

Article 12      **PERSONNEL FILES**

- I. Employees shall have access to their personnel files upon request.
- II. No entry shall be made in an employee's personnel file without his or her knowledge.
- III. In matters involving formal disciplinary action, where letters are issued to employees and placed in their personnel files, a copy of every such entry shall be forwarded to the Union.
- IV. Information relevant to a disciplinary or other matter contained in an employee's personnel file shall, on request by the Union with the consent of the employee concerned, be made available to the Union for perusal where the information requested is considered to be helpful in the determination of a particular disciplinary or other matter.
- V. Personnel files will be reviewed by employees in the presence of a member of the HR department and cannot be taken away from the Company's premises.

Article 13 (a)    **HOURS OF WORK**

1.      **Non Shift Employees**

The normal work week for non-shift employees shall be (37.5) working hours. A normal work day shall be 7.5 working hours from 8:00 am to 4:30 pm Monday through Friday less one (1) hour off for meals.

2.      **Shift Employees**

- a) The normal work week for shift employees shall be forty (40) hours per week, spread over a rotation of three (3) eight hour shifts in not more than (5) days a week, Monday through Sunday. The normal start and end times of the three (3) shifts are as follows:
  - a. 12:00 a.m. to 8:00 a.m.,
  - b. 8:00 a.m. to 4:00 p.m.
  - c. 4:00 p.m. to 12:00 a.m
- b) Where possible, shifts shall be organized in such a manner to rotate the duties weekly so that each employee works an equitable share of day and night shifts when required.
- c) Shift employees shall not be required to work more than sixteen (16) consecutive hours.
- d) For the purpose of this agreement a shift worker is considered as one of the following group of employees:-
  - o System Control Operators,
  - o Shift Operation Supervisors

Article 13 (b) **OVERTIME**

**1. Non-Shift Workers (Grades 4 – 8)**

(a) The Company and the Union agree that systemic overtime shall be avoided as far as is practicable. Nevertheless the Union recognizes that the Company is a public utility which is obligated to maintain an efficient twenty-four (24) hour daily service and that it is necessary, therefore, for the Company from time to time to employ workers beyond normal working hours and also on Saturdays, Sundays and on Public and Proclaimed Holidays.

(b) Accordingly, the Union hereby expressly agrees that the Company is entitled, as the occasion requires, to request any employee to work overtime and in each case, to do so in accordance with section 32 (1) of the Labour Act 2006. The Company also expressly agrees that an employee is entitled to agree or disagree to work overtime when requested. The Company undertakes, whenever practicable, to give such employees at least two (2) hours prior notice of any request to work overtime.

(c) Hours worked in excess of the ordinary work day or the normal work week as set out in Article 13 (a) of this Agreement, which has been approved by the Company and agreed with by the employee shall be deemed approved overtime and employees in Grades 4 – 8 shall be entitled to overtime pay. This does not include overtime work done by any employee for his/her personal convenience.

(d) Approved Overtime pay shall be calculated as follows:

I. Work done on Saturdays and Sundays shall be paid for at two and a half (2.5) times the basic hourly rate and three (3) times the basic hourly rate for Public and Proclaimed Holidays

II. Work done during the normal work week between the hours of:  
i. 5:00 pm to 8:00 pm shall be paid at 1.5 times the basic hourly rate  
ii. 8:00 pm to 12:00 am shall be paid at 2.5 times the basic hourly rate  
iii. 12:00 am to 8:00 am shall be paid at 3 times the basic hourly rate

Provided that the conditions stated in I and II shall not apply simultaneously; in such cases the higher rate will apply.

III. Any non-shift employee who is required to work through his/her lunch hour shall be paid at twice the basic hourly rate.

**2. Shift Workers (Grades 4 – 6)**

(a) Shift workers in this category shall be paid at two times the basic hourly rate for any work performed beyond eight (8) hours in any one shift period.

(b) Any shift worker who has completed his normal shift and is called back to work or is called out to work on his off day shall be paid 2.5 times the basic hourly rate.

- (c) Notwithstanding the provisions above, where overtime is worked, the employee can request that the employer provide him/her with the corresponding time off, in lieu of payment.
- (d) All existing shift employees while so employed shall have incorporated in their regular pay an amount equivalent to 30% of their base salary as compensation for shift work. All new employees, or employees assigned shift work following the signing of this Agreement shall be paid a monthly shift allowance equivalent to 30% of their base salary, for the duration of the period that they are assigned shift work. This allowance shall be paid separately from the employee's base rate.

### **3. Non-Shift Workers (Grade 9)**

Employees in Grade 9 due to their level of responsibility are often required to work extended hours, in order to achieve their work deliverables and effectively manage their work units. The Company and the Union agree that compensation will be paid to these employees in the form of a fixed monthly overtime payment of \$500.00. The Union and the Company also agree to review the quantum of the overtime payment at the end of the triennium 2015 – 2017 based on overtime work patterns observed during the year 2017. Overtime hours worked in each case shall be in accordance with section 32 (1) of the Labour Act 2006.

#### **Article 13 (c) DUTY ALLOWANCE**

Employees in the technical division may be rostered for active standby duties and call outs in response to emergency situations occurring outside normal working hours. This facilitates the Company in providing a 24-hour per day, seven (7) days per week service in pursuance of the Company's responsibilities to the public. As a result the Company and the Union agree to compensate the following groups of employees who have been selected for active standby duty, at a rate of \$500.00 per month.

When an employee who is on active standby duty is called out to work the appropriate overtime rates as per Article 13 (b) (Overtime) will be applied.

#### **Article 14 EMPLOYEE REPRESENTATIVES**

- I. Employees may have representatives appointed from among their numbers who are members of the Union to act on their behalf in accordance with the term of this Agreement. Such representatives shall be called "LUCELEC Employee Representatives".
- II. The Union shall notify the Company, in writing, of every appointment, or termination of appointment, or resignation of LUCELEC Employee Representatives.
- III. The Company agrees to recognize a maximum of eight (8) LUCELEC Employee Representatives.
- IV. Employee Representatives shall be treated in like manner as any other employee of similar occupational status in all matters connected with their employment.

- V. Adequate facilities, including appropriate time off normal duties with pay, shall be granted to LUCELEC Employee Representatives to enable them to carry out their functions under the terms of this Agreement, providing that such time off does not affect or impair the efficiency of operations.

**Article 15 UNIFORMS**

- I. The Company shall provide uniforms to all confirmed permanent employees during the performance of their duties.
- II. Uniforms shall not be less than five (5) tops and five (5) trousers/skirts per employee every eighteen (18) months and shall be issued as per Schedule II set out in the Appendices.
- III. All employees are expected to wear the issued uniforms during the performance of their duties.
  - a. It is understood that the nature of the work performed may, in some instances, call for a degree of flexibility and reasonableness with respect to the wearing of uniforms. This can be exercised where:
    - i. Employees are called out or called back to work during abnormal or unusual hours
    - ii. Employees report to work during times of natural disaster
  - b. In the event that an employee is unable to wear the issued uniforms, this should be immediately reported to the respective Head of Department to determine the appropriate alternative.
- IV. Employees are responsible for the proper care of the uniforms issued to them. Uniforms will not be automatically replaced for damages caused by the improper care by the employee.
- V. All uniforms shall remain the property of the Company and every employee shall be required to return these at the termination of his/ her employment.
- VI. Uniform repairs and adjustments, after the first fitting following their issuing will be done at the Company's expense. When uniforms are sourced locally, all fittings are to be done before the uniforms are issued.
- VII. Replacements will be provided if the uniforms are damaged or destroyed during the performance of one's duty.

**Article 16 SICK LEAVE**

- VI. All employees shall be entitled to Sick Leave in accordance with the provisions of the National Insurance Corporation Act and Regulations.

- VII. Sick leave for more than two (2) days shall be granted only on production of a medical certificate.
- VIII. An employee who is sick shall, prior to the start of the work day, notify or ensure that this fact is notified to his direct Reporting Authority on both the first and second day of absence unless a medical certificate is submitted. In the case of a shift employee, every effort shall be made to inform his Reporting Authority at least four (4) hours before the start of his shift.
- IX. In cases of prolonged sickness the Company shall:
- a) Pay the employee's full wages less the amount to which the employee is entitled as a benefit from the NIC, for a maximum of twenty-six (26) weeks, thereafter 50% of full wages shall be granted by the Company for an additional thirteen (13) weeks during which period the employee's likely recovery and ability to resume his previous duties will be assessed.
  - b) In the event that it is determined that the employee is unable to resume his previous duties, arrangements will be made for the employee to be medically boarded on the grounds of ill health.
  - c) In cases where of excessive uncertified sick leave or a pattern of absenteeism, the Company reserves the right to request a medical certificate, in accordance with Division 6, Section 91 of the Saint Lucia Labour Act No. 37 of 2006.

**Article 17 MATERNITY LEAVE**

Female employees who have been employed continuously by the Employer for at least twelve (12) months shall be entitled to a period of maternity leave of thirteen (13) weeks duration in accordance with the Labour Act 2006 and the National Insurance Corporation (NIC) Act.

The Company shall pay to the female employee the total amount of pay at the normal rate of wages less any amount to which the employee is entitled to as a benefit by virtue of the National Insurance Corporation Act.

**Article 18 PATERNITY LEAVE**

The Company and the Union recognize the need for permanent male employees to be given time off at the birth of a child to bond. As such, it is agreed that a male employee who is the biological father and who will be responsible for the upbringing of the child, will be granted paternity leave during this time. It is further agreed that where the father of a child is not the natural father paternity leave will be considered on a case by case basis.

Paternity leave will be granted in accordance with the following conditions:

- I. Only one instance of Paternity Leave of five (5) working days will be granted in a calendar year
- II. The application for paternity leave must be submitted to the Human Resource Department for consideration.
- III. The child's Birth Certificate must be submitted to the Human Resources Department upon registration of the child at the Office of the District Registrar. The Birth Certificate must be presented to the Human Resources Department within two (2) weeks after registration of the child.
- IV. A male employee will be entitled to a maximum of three (3) applications for paternity leave for the duration of his employment.

18.1 Exceptions may be granted in instances where the birth of the child is premature or there is a miscarriage. In such instances documentation from the attending physician or hospital must accompany the application.

**Article 19 COMPASSIONATE LEAVE**

1. An employee shall be allowed three (3) days leave of absence with full pay to attend to matters connected with the death and burial of his or her parents (including foster parents) wife, husband, brother, sister, child or any other person to be mutually agreed provided that the Company is furnished with satisfactory evidence to justify a claim for compassionate leave.
2. An employee shall be allowed up to five (5) days leave of absence with full pay to attend to matters connected with a death occurring overseas
3. Any other request for additional time off will be at the Company's discretion.

**Article 20 VACATION LEAVE**

- I. All permanent employees covered by this Agreement shall be eligible to qualify for vacation leave with pay annually. The duration of the annual leave to be granted shall be as follows:

a.	1 - 10 years	21 working days
b.	11 - 24 years	25 working days
c.	25 years and over	30 working days
- II. Employees shall submit written requests for vacations to the Company at least two (2) weeks prior to their requested vacation start date. The Company shall, at least seven (7) days in advance of requested vacation start dates, inform the employees of request approval or reasons(s) for refusal.

- III. One extra day with pay shall be given for a statutory public holiday occurring during any vacation period of an employee.
- IV. Vacation shall be taken at the time convenient to the efficient operation of the Company but consideration shall be given, where possible to the expressed preference of the employee.
- V. Vacation leave due at the point of termination of service shall be pro-rated according to the total vacation due for that year, provided that the employee would have been employed for not less than three (3) months at the date of termination of employment.

**Article 21 PERFORMANCE APPRAISAL**

- I. LUCELEC and the Union consider the proper evaluation of the performance of employees as an essential aspect of the management process, and as being imperative to the development of individual employees to enable them to perform their jobs efficiently, and in a manner to meet their full potential.
- II. A detailed explanation of the Performance Appraisal & Performance System and Performance Based Incentive Plan will be shared with the Union and any proposed amendments to the Plan will also be discussed with the Union at least thirty (30) working days ahead of the changes being made.
- III. As has been its tradition, as part of its Performance Management System, the Company shall maintain:
  - (a) A Performance Based Incentive Plan (PBIP) Payout to fairly and equitably reward employees for their performance annually. The quantum will be determined by the established formula and is subject to the approval of the Board of Directors. The established balanced scorecard method will be used as the evaluating tool to assess employees overall performance.
  - (b) An annual Merit Pay System to fairly and equitably reward employees for consistent exceptional performance. Employees with exceptional performance scores will be eligible for Merit payments.
- IV. The parties agree to implement a joint committee to work collaboratively on reviewing the existing Merit Increase policy with a view to being more transparent, appropriate in process, criteria and procedure and to improve the system. The parties agree to complete their work within one month of the signing of this Collective Agreement and submit their recommendations to the Board of Directors at its next sitting.

Article 22      **REDUNDANCY PAY**

- I. For the purpose of this Agreement, the term “redundant” shall apply in any of the conditions of redundancy set out in Section 145 of the Saint Lucia Labour Act or any legislation amending or replacing the same.
- II. In any case of redundancy of a position within the Bargaining Unit, the Company shall inform the Union as early as possible of such redundancies and the particulars of these, as set out in Section 145 of the Saint Lucia Labour Act.
- III. Redundancy payments shall be made on a tiered basis. Pay shall be calculated in accordance with the employee’s last wage using the following schedule:

A	1 - 3 years of service	1 week pay for each continuous year of service
B	4 - 7 years of service	two (2) weeks’ pay for each continuous year of service
C	8 – 15 years of service	three (3) weeks’ pay for each continuous year of service
D	16 – 25 years of service	five (5) weeks’ pay for each continuous year of service
E	26 years and over	six (6) weeks’ pay for each continuous year of service

Article 23      **GENERAL WAGE INCREASE**

Wage increases for the duration of the Agreement will be fourteen percent (14%) over the two trienniums, March 23, 2012 – March 22, 2015, and March 23, 2015 – March 22, 2018 based on the following schedules:

**2012 – 2015**

Year One: 5%

Year Two: 3%

Year Three: 1%

**2015 - 2018**

Year One: 2%

Year Two: 2%

Year Three: 1%

**Article 24 CUSTOMARY BENEFITS**

- I. No employee shall suffer a reduction in salary, wages or benefits or experience less favorable conditions as a result of this Collective Agreement.
- II. LUCELEC agrees to continue to provide the following benefits or equivalent, to all employees within the bargaining unit, subject to the employee meeting the respective policy eligibility requirements accordingly.
  - Pension benefits
  - Life Insurance benefits
  - Medical Insurance Coverage
  - Recognition of Performance & Tenure
  - Educational Assistance & Study Leave
  - Telephone Allowance
  - Vehicle Allowance – A vehicle allowance will be paid as per Article 28 (i)
  - Mileage- A mileage allowance will be paid as per Article 28 (ii)
  - Personal Loans & Salary Advances
  - Overseas Travel Subsistence/ Per diem Allowance
  - LUCELEC Scholarship Programme for children of employees
  - Meal allowances
  - Special loans
  - National Duty Leave
  - Commercial Holidays (Carnival Monday and Tuesday)
  - Interest Rebate on Vehicle Loans for Travelling Officers

**Article 25 MEDICAL INSURANCE**

The Company agrees to provide medical attention for its employees through a Medical Insurance Scheme. Written notification of the benefits of the Scheme shall be given to all employees:

- (a) For Grade 4 – 6, the payment of the monthly premiums will be divided on an 85/15 ratio. The Company will be responsible for eighty-five (85%). The employee will be responsible for the remaining fifteen (15%).
- (b) Monthly deductions will be made from employees' salaries for the payment of the Medical Insurance premiums.
- (c) New employees will be eligible for coverage under the Medical Insurance Scheme, upon successful completion of their probationary period.

Medical Insurance coverage for the Grades 7 – 9 will continue at the customary rate with the Company paying 100% of the monthly premiums.

The Company will endeavor to obtain appropriate identification cards from the Insurer.

Article 26      **ACTING & ADDITIONAL DUTIES**

**I. Additional Responsibilities**

- (a) From time to time the Company may require employees with the requisite qualifications and experience to temporarily and officially perform additional duties of another established position, which are not normally part of the employee's workload.
- (b) In order to qualify for an additional duties allowance the employee must perform the additional duties for a continuous period of at least **two (2) workings days**. Payment for duties performed for more than **two (2) working days** shall include the first two days in the computation.
- (c) An employee may not carry out additional duties for an uninterrupted period exceeding three (3) months, unless approved in writing by the Managing Director and in extenuating circumstances.
- (d) Additional Duties allowance shall be paid at a rate of 25% of the minimum of the grade in which additional duties are being performed.

**II. Acting Appointments**

- a) From time to time the Company may require employees with the requisite qualifications and experience to temporarily and officially perform duties of another established position which falls in a higher pay grade.
- b) An employee who has been approved to act shall be informed in writing by the Head of the Human Resources Department of the following:
  - i. The position in which he/she will be acting
  - ii. A copy of the job description for the position in which they are required to act
  - iii. The period of time for which the acting appointment will apply.
- c) The Acting Allowance will be paid in accordance with the approved acting period.
- d) An employee may not act in a higher position for an uninterrupted period exceeding three (3) months, unless approved in writing by the Managing Director and in extenuating circumstances.
- e) Employees in Grades 8 and 9 will only be allowed to act in the grade immediately above their current grade. Employees in Grade 4 will be allowed to act up to the position of Grade 6, while employees in Grades 5 – 7 will be allowed to act up to the position of Grade 9.
- f) An employee who is appointed to act will be required to relinquish the duties of their substantive post and assume the full-time duties and responsibilities of the appointed position.
- g) Acting Allowance shall be calculated on the basis of the difference between the current salary of the employee and the commencing rate of the higher grade **OR** 15% of the employee's salary, whichever is higher.

**III. Additional Duties – Extraordinary**

- (a) Notwithstanding II (f), an employee who has been appointed to act in an established position which falls in a higher pay grade, may be required to temporarily assume the additional duties of another position in the same or higher grade, including that of his / her substantive post.
- (b) A justification for this dual appointment must be provided and the request must be approved, prior to an employee assuming additional duties whilst acting in a higher grade.
- (c) In such instances, an Additional Duties allowance shall be paid at a rate of 30% of the minimum of the grade in which the additional duties are being performed.

**Article 27 INDUSTRIAL HARMONY**

The Company and the Union agree to the following in order to achieve a greater level of Industrial Harmony at the workplace.

- I. The Company and the Union are jointly responsible for good industrial relations which will be practiced within the framework of the purpose for which the Company was established and its obligations to the nation as an essential service.
- II. Management and the Trade Union shall ensure that Collective Agreements are upheld and both parties agree to co-operate to promote efficiency and proper industrial relations.
- III. Management will maintain effective HR Management and Industrial Relations policies which engender the confidence of employees, based on mutual respect and consultation and are subject to the business plans and objectives of the Company.
- IV. Management shall therefore take all reasonable steps to ensure that management personnel understand their responsibilities and what is required of them and have the training and authority necessary to discharge such duties and responsibilities efficiently.
- V. Similarly, the Union shall take all steps to ensure that its representatives and members understand their roles and to ensure compliance with the agreements and the use of agreed procedures for raising and settling disputes.

**Article 28 VEHICLE ALLOWANCE**

- I. The Company shall pay an allowance to all employees who are required to and have been approved to use their private vehicle for travel in order to carry out their work responsibilities and duties. Vehicle allowances shall be reviewed every three (3) years.

The vehicle allowance shall be based on the existing formula giving consideration to the following inputs:

- 1. Initial Capital cost of the vehicle (approved range)
- 2. Depreciation and salvage value of vehicle
- 3. Average Annual interest rate

4. Licenses fees
5. Insurance Cost

## **II. Mileage Allowance**

The Company shall pay a mileage allowance to each employee who is required to, and has been approved to use his/her private vehicle in performing the work of the Company. The mileage allowance rate will be reviewed every three (3) years.

The mileage allowance shall be based on 10,000 miles travelled per annum giving consideration to the following inputs under the existing mileage formula:

1. Petrol at 830 miles per month
2. Cost of 6 tyres at \$500.00 each per year
3. Maintenance and other expenses (at 5% of approved initial capital cost / year).

Mileage logs must be submitted in order for one to claim their mileage allowance.

- III. Schedule IV establishes the categories, positions and applicable rates of vehicle and mileage allowances to be paid.
- IV. The parties agree that all existing employees will continue to benefit from the existing customary benefit regarding vehicle allowance, however effective January 2016 all new employees will be subject to the Company's new Vehicle Allowance Policy Guidelines.

## **Article 29 DURATION OF AGREEMENT**

- I. This agreement shall be effective for a period of six (6) years, over two (2) trienniums, March 23, 2012 – March 22, 2015 and March 23, 2015 – March 22, 2018.
- II. Either party may give to the other three (3) months' notice in writing of its intention to revise a part or the whole of this agreement at the termination thereof. Full details of the proposed amendments are to be forwarded with the written notice.
- III. After such notice has been given, a meeting of both parties shall be convened within twenty-one (21) days to give the authorized representatives of each party the opportunity to discuss any proposed amendments submitted in accordance with the above and this agreement shall remain in force until such time as a new agreement has been exhausted.

Both parties agree to make every reasonable endeavor to conclude arrangements for a new agreement by discussion, negotiations and where appropriate at conciliation by the Labour Commissioner.

## **Article 30 DISCIPLINARY PROCEDURE**

- (a) An employee who has completed his or her probationary period is liable to be summarily dismissed or disciplined by the Company for offences of misconduct or for breaches of the terms

and conditions of employment; the form of discipline would be dependent on the circumstances and severity of the offence.

(b) Before any decision on disciplinary action is taken by the Company, the employee shall be entitled to have the principles of natural justice applied in accordance with the provisions of the Labour Act 2006 and the Grievance Procedure in Article 32 of the Collective Agreement.

(c) The following must apply as it relates to Natural Justice:

- a. All disciplinary letters should be copied and forwarded to the Union.
- b. In the event of a hearing all information including investigative reports, witness statements, Management and employee reports and evidence of any nature, must be forwarded to the Union within a reasonable time period prior to the Hearing.
- c. The Hearing will be conducted in a respectful manner, where all parties' rights will be acknowledged.

#### Article 31 **LEAVE FOR URGENT & PRIVATE AFFAIRS**

- I. Leave of absence may be granted by the Company on the grounds of urgent and private affairs. Such leave shall be counted against vacation leave due at the time to the employee.
- II. In the event that the employee's quota of annual leave has been exhausted for the year, the Company shall at its discretion grant leave with pay for a reasonable period not exceeding five (5) working days.

#### Article 32 **GRIEVANCE PROCEDURE**

- a) For the purpose of this Agreement, a "grievance" is a condition which exists as a result of the failure to address a specific complaint or formal notice of employee dissatisfaction related to adequacy of pay, job requirements, work conditions, other aspects of employment, or an alleged violation of the Collective Bargaining Agreement.
- b) Both parties agree that should any grievances arise, an earnest effort shall be made to settle it promptly. Both parties will endeavour to present all the facts relating to the grievance in the first step of the grievance procedure.
- c) **STEP 1.** Within five business days of reporting a grievance the aggrieved employee shall discuss the matter with his/her supervisor or manager and at the employee's option may be accompanied by an Employee Representative.
- d) **STEP 2.** Failing resolution at step 1 within five (5) business days of the previous intervention, the Employee Representative along with the aggrieved employee shall discuss the matter with the aggrieved employee's Head of Department.
- e) **Step 3.** Failing resolution at step 2 within five (5) business days, the Employee Representative along with the aggrieved employee shall discuss / report the matter to the Head of the Human Resources Department.

- f) **Step 4.** Failing resolution at step 3 within five (5) business days, the Employee Representative or the aggrieved employee shall report the matter to the Union and the Union will submit / present the grievance to the Employer in writing with a view to arriving at a settlement.
- g) **STEP 5.** Upon the request by either party, a meeting shall be held between the Union and the representatives of the Employer. The decision of the Employer in such a situation shall be given in writing within three (3) business days following the conclusion of the meeting.
- h) **STEP 6.** Failing settlement under **STEP 5** the matter shall be referred to the Labour Commissioner for conciliation.
- i) **STEP 7.** Failing a satisfactory solution at **STEP 6**, the matter will then be referred to the Minister of Labour for mediation.
- j) **STEP 8.** Failing a satisfactory solution at **STEP 7**, the matter will be referred to Arbitration for settlement. The decision of the Arbitrator shall be binding.

Notwithstanding the provisions of this clause, the Union and the Company may meet to discuss any grievances/dispute if it makes it expedient to do so, in which case the procedures outlined in **STEPS 4 to 8** above shall apply.

Article 33      **HEALTH & SAFETY**

- (a) The Company is committed to ensuring that employees are provided with a safe and hazard free working environment.
- (b) Pursuant to the above, the Company agrees that the provision of the Labour Act No. 37 of 2006 will be adhered to with respect to Occupational Health and Safety.

**APPENDICES**

**SCHEDULE I**

**STAFF DESIGNATION AND GRADES SCHEDULE**

<b>Grade</b>	<b>Job Classification</b>
<b>Grade 9</b>	Assistant Customer Service Manager
	Financial Reporting Accountant
	Treasury Accountant
	Purchasing & Stores Manager
	Assistant Generation Engineer
	Health, Safety, Environment & Security Officer
	Assistant HR Manager
	Systems Development Engineer
	Computer Operations Specialist/Analyst
	System Planning Engineer
	Distribution Planning Engineer
	Assistant Planning Engineer
	Assistant System Control Engineer
	Substation Engineer
	Construction Engineer
	Customer Service Engineer
	Metering Engineer
	Deputy Transmission & Distribution Engineer
Civil Engineer	
Protection and Control Engineer	
<b>Grade 8</b>	JDE Systems Applications Manager
	Network Engineer
<b>Grade 7</b>	Credit Control Officer
	Trainee Engineer
	Internal Audit Assistant
<b>Grade 6</b>	Financial Reporting Assistant
	Corporate Communications Officer
	Building Services Supervisor
	Electrical Engineering Technician
	Senior Power Plant Operations Supervisor
	Mechanical Maintenance Supervisor
	Mechanical Supervisor
	Senior Maintenance Supervisor
	Electrical Supervisor
	Mechanical Engineering Technician
	JDE Systems Applications Technician
	Substation Supervisor
	Protection & Control Supervisor
	Credit Control Supervisor

	Applications Analyst
<b>Grade 5</b>	Customer Service Supervisor
	Customer Services Supervisor – Customer Service Vieux Fort
	Customer Services Supervisor – Customer Service Soufriere
	Customer Services Supervisor – Customer Service Rodney Bay
	Accounts Supervisor
	Purchasing Supervisor
	Control Room Supervisor
	Generation Information Systems Supervisor
	Garage Supervisor / Vehicle Maintenance Supervisor
	Employee Engagement Supervisor
	Information Systems Technician
	Distribution Planning Technician
	Lands & Survey Officer
	System Control Operator
	Equipment & Live Line Supervisor
	Equipment Maintenance Supervisor (Vieux Fort)
	Trouble Call Supervisor
	Customer Care Supervisor
	Transmission Inspection & Maintenance Supervisor
	Metering Supervisor
	Customer Service Supervisor
	Transmission & Distribution Supervisor
	Distribution, Inspection & Maintenance Supervisor
	Trouble Call & Street Lighting Supervisor
	Construction Supervisor
	Customer Services Supervisor – Transmission & Distribution
	Construction Supervisor
	Meter Reading & Billings Supervisor
	CIS Support Supervisor
	Treasury Assistant
<b>Grade 4</b>	Administrative Assistant
	Corporate Communications Assistant
	Assistant Customer Service Supervisor
	Payroll Officer
	Accounting Assistant
	Assistant Garage Supervisor
	Human Resources Assistant
	Information Systems Help Desk Support Technician
	JDE Systems Application Assistant
	Laboratory Technician
	Geographic Information System Supervisor
	Assistant Billing & Meter Readings Supervisor
	CIS Support Officer
	Stores Supervisor

## SCHEDULE II

### UNIFORMS

Uniforms will be issued to employees as follows:

**Permanent Senior (Grades 4 – 6 and 7 - 9) Male Employees**

Five (5) shirts, two (2) polo shirts and five (5) pairs of trousers

**Permanent Senior (Grades 4 – 6 and 7 - 9) Female Employees**

Ladies: Five (5) uniforms may consist of a combination of pants and/or skirts, jackets and/or waist coats, blouses and dresses)

All employees will be expected to wear issued uniforms to work.

**SCHEDULE III**  
**PROTECTIVE CLOTHING**

Protective clothing will be issued to employees as follows:

**Permanent employees in the Generation Department**

Protective shoes	(as and when required)
Protective boots	
Four pairs overalls per annum	
Ear protectors	
Safety gloves	(as required)
Chemical gloves	
Disposable Gloves	(as and when required)
Hard hats	(one per employee)
Protective mask	(as and when required)
Dust mask	(as and when required)
Eye protection	(as and when required)
Protective Coat	
Respirators	
Safety glasses with side shields	
Welding safe shields	
Fire Resistant clothing	

**Permanent employees in the T&D Department**

Eye protection (dark and clear)	
Protective shoes	(as and when required)
Hard hat	(one per employee)
One set climbing gear and belts for climbers	(as and when required)
Climbing boots	
Two pairs safety boots	(as and when required)
One pair Wellington boots	(as and when required)
One pair safety gloves	(as and when required)
One pair HV & LV insulated gloves	(as and when required)
One pair HV & LV leather protectors	
Fire Resistant clothing	
Face shields or hoods	
High visibility vest	

## Permanent employees in the Stores Department

Protective coveralls uniform or lab coat  
Safety shoes  
Working gloves  
Chemical gloves  
Disposable gloves  
Dust mask  
Hard Hat  
Safety glasses  
Respirators

## Other Employees (General Office)

Protective gear will be issued in accordance with the Company's Safety Policy as and when required.

All employees will be expected to wear issued gear to work.

Generally protective gear will be replaced through normal wear and tear but any willful damage will be repaired / replaced at cost to the employee.

Used gear must be made available for inspection before replacement.

**SCHEDULE IV**  
**VEHICLE ALLOWANCE**



## CATEGORIES OF VEHICLE ALLOWANCE

2012-2015

All new qualifying appointment will receive the applicable non-grossed up (GU) rates

4WD – 100% - \$2,740.00 / \$2,158.00	2WD – 100% - \$2,266.55 / \$1,585.00	2WD – 75% - \$1,699.91 / \$1,188.75	2WD – 50% - \$1,133.28 / \$792.50
ASSISTANT PLANNING ENGINEER ASSISTANT SYSTEM CONTROL ENGINEER BUILDING SERVICES SUPERVISOR CONSTRUCTION ENGINEER CONSTRUCTION SUPERVISOR CUSTOMER SERVICE ENGINEER CUSTOMER SERVICES SUPERVISOR - T&D. DEPUTY TRANS. & DISTRIB. ENGINEER DISTRIBUTION MAINTENANCE SUPERVISOR DISTRIBUTION PLANNING ENGINEER DISTRIBUTION PLANNING TECHNICIAN DISTRIBUTION, INSPECTION & MAINTENANCE SUPERVISOR EQUIPMENT MAINTENANCE & LIVE LINE SUPERVISOR GIS SUPERVISOR HEALTH, SAFETY, ENVIRONMENT & SECURITY OFFICER LANDS & SURVEY OFFICER METERING ENGINEER METERING SUPERVISOR SENIOR T& D SUPERVISOR SUBSTATION ENGINEER SUBSTATION SUPERVISOR SYSTEM PLANNING ENGINEER TRANSMISSION INSPECTION & MAINTENANCE SUPERVISOR TROUBLE CALL & STREET LIGHTING SUPERVISOR	AGE - MAINTENANCE ELECTRICAL ENGINEERING TECHNICIAN ELECTRICAL SUPERVISOR GARAGE SUPERVISOR MECHANICAL ENGINEERING TECHNICIAN MECHANICAL SUPERVISOR PROTECTION AND CONTROL SUPERVISOR PURCHASING SUPERVISOR SENIOR POWER PLANT OPERATIONS SUPERVISOR STORES SUPERVISOR SYSTEMS TECHNICIAN	ADMINISTRATIVE ASSISTANT - BDM ADMINISTRATIVE ASSISTANT - CE ADMINISTRATIVE ASSISTANT - CSM ADMINISTRATIVE ASSISTANT - FC ADMINISTRATIVE ASSISTANT - HR ADMINISTRATIVE ASSISTANT - MD ADMINISTRATIVE ASSISTANT - T&D ASSISTANT CUSTOMER SERVICE MANAGER ASSISTANT GARAGE SUPERVISOR ASST HR MANAGER - EMPLOYEE ENGAGEMENT CASHIERS & MAIL ROOM SUPERVISOR COMPUTER OPERATIONS SPECIALIST/ANALYST CREDIT CONTROL OFFICER CREDIT CONTROL SUPERVISOR CUSTOMER SERVICE SUPERVISOR - SANS SOUCI CUSTOMER SERVICE SUPERVISOR - RODNEY BAY CUSTOMER SERVICE SUPERVISOR - V/F EMPLOYEE ENGAGEMENT SUPERVISOR GENERATION IS SUPERVISOR JDE SYSTEM APPLICATION ASSISTANT JDE SYSTEM APPLICATIONS MANAGER LABORATORY TECHNICIAN PURCHASING & STORES MANAGER TREASURY ACCOUNTANT FINANCIAL REPORTING ACCOUNTANT	ACCOUNTING ASSISTANT ACCOUNTS SUPERVISOR ASSISTANT BILLING & METER READING SUPERVISOR ASSISTANT CUSTOMER SERVICE SUPERVISOR - SANS SOUCIS ASSISTANT CUSTOMER SERVICE SUPERVISOR - V/F CIS SUPPORT SUPERVISOR CUSTOMER SERVICE SUPERVISOR - SOUFRIERE IS HELP DESK SUPPORT TECHNICIAN METERING & BILLING SUPERVISOR PAYROLL OFFICER SHIFT OPERATIONS SUPERVISOR SYSTEM CONTROL OPERATOR



2015-2018

**VEHICLE ALLOWANCE - LIST OF CURRENT POSITIONS AND CATEGORIES**

All new qualifying appointments will receive the applicable non-grossed up (GU) rates

4WD – 100% - \$2,740.00 (GU) / \$2,158.00	2WD – 100% - \$2,266.55 (GU) / \$1,585.00	2WD– 75% - \$1,699.91 (GU)/ \$1,188.75	2WD – 50% - \$1,133.28 (GU)/ \$792.50
ASSISTANT PLANNING ENGINEER ASSISTANT SYSTEM CONTROL ENGINEER BUILDING SERVICES SUPERVISOR CIVIL ENGINEER CONSTRUCTION ENGINEER CONSTRUCTION SUPERVISOR CUSTOMER SERVICE ENGINEER CUSTOMER SERVICES SUPERVISOR - T&D. DEPUTY TRANS. & DISTRIB. ENGINEER DISTRIBUTION PLANNING ENGINEER DISTRIBUTION PLANNING TECHNICIAN DISTRIBUTION, INSPECTION & MAINTENANCE SUPERVISOR EQUIPMENT MAINTENANCE & LIVE LINE SUPERVISOR GIS SUPERVISOR HEALTH, SAFETY, ENVIRONMENT & SECURITY OFFICER LANDS & SURVEY OFFICER METERING ENGINEER METERING SUPERVISOR PROTECTION & CONTROL ENGINEER PROTECTION & CONTROL SUPERVISOR SUBSTATION ENGINEER SUBSTATION SUPERVISOR SYSTEM PLANNING ENGINEER SYSTEMS DEVELOPMENT ENGINEER TRANSMISSION INSPECTION & MAINTENANCE SUPERVISOR TROUBLE CALL & STREET LIGHTING SUPERVISOR	ASSISTANT GENERATION ENGINEER GARAGE SUPERVISOR PURCHASING SUPERVISOR SENIOR SHIFT OPERATIONS SUPERVISOR STORES SUPERVISOR SYSTEMS TECHNICIAN	ACSM - RELATIONSHIP MANAGEMENT ASSISTANT GARAGE SUPERVISOR ASST HR MANAGER COMPUTER OPERATIONS SPECIALIST/ANALYST CORPORATE COMMUNICATIONS ASSISTANT CORPORATE COMMUNICATIONS OFFICER CREDIT CONTROL OFFICER CREDIT CONTROL SUPERVISOR EMPLOYEE ENGAGEMENT SUPERVISOR GENERATION IS SUPERVISOR HR ASSISTANT HR OFFICER HR SUPERVISOR INTERNAL AUDIT ASSISTANT JDE SYSTEM APPLICATION ASSISTANT PURCHASING AND STORES MANAGER	ELECTRICAL ENGINEERING TECHNICIAN ELECTRICAL SUPERVISOR IS HELP DESK SUPPORT TECHNICIAN MECHANICAL ENGINEERING TECHNICIAN MECHANICAL SUPERVISOR OPERATIONS SUPERVISOR SHIFT OPERATIONS SUPERVISOR SYSTEM CONTROL OPERATOR



## SCHEDULE V

### NWU – LETTER OF UNDERSTANDING



# NATIONAL WORKERS UNION

P.O. Box 713 Castries St. Lucia, W.I.  
Tel: 1-758-452-3664/1-758-459-0181  
Fax: 1-758-453-2896  
E-mail: [nurwork3@hotmail.com](mailto:nurwork3@hotmail.com)  
Website: [www.nationalworkersunion.org](http://www.nationalworkersunion.org)

*Tyrone Maynard - PRESIDENT*

*George Goddard - SECRETARY*

*Caroline Caroo - FIN. OFFICER*

November 30, 2015

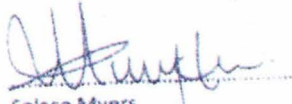
Mr. Trevor Louisy  
Managing Director  
St. Lucia Electricity Services Ltd  
P.O. Box 230  
Castries

Dear Mr. Louisy,

**Re: Letter of Understanding- Article 32- Disciplinary Procedure**

Having perused Lucelec's Disciplinary Steps and Lucelec's Guidelines for Disciplinary Procedures which was sent to the National Workers Union, NWU, on Wednesday October 21, 2015 via email by Ms. Miguella Warner- Human Resource Manager (Ag.), the NWU agrees to work with the Company within the parameters set forth in these documents. It is expected that the Company will abide by the Labour Act No 37 of 2006 and that all lawful, reasonable, practical and realistic guidelines will be adhered to when administering the principals of Natural Justice.

Respectfully yours,  
NATIONAL WORKERS UNION

  
Solace Myers  
Deputy President General

Cc: Mr. Tyrone Maynard, NWU President General  
Ms. Miguella Warner, Human Resource Manager (Ag.), Lucelec  
Mr. Joseph Alexander, Executive Director, St. Lucia Employers Federation  
Lucelec Negotiating Team  
Employee Representatives

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MOTTO: *Combat - Exploitation*



**GRADE STRUCTURE - SALARY SCALE**  
**SCHEDULE VI**

<b>GRADE</b>	<b>MINIMUM</b>	<b>MID-POINT</b>	<b>MAXIMUM</b>
4	\$ 42,483.00	\$ 59,778.00	\$ 84,966.00
5	\$ 49,980.00	\$ 70,327.00	\$ 99,960.00
6	\$ 54,978.00	\$ 77,360.00	\$ 109,956.00
7	\$ 61,600.00	\$ 86,678.00	\$ 123,201.00
8	\$ 72,471.00	\$ 101,974.00	\$ 144,942.00
9	\$ 84,966.00	\$ 119,556.00	\$ 169,932.00



## TELEPHONE & MOBILE ALLOWANCES

### SCHEDULE VII

GROUP	AMOUNT
<b>Group A</b>	<b>350.00</b>
T & D SUPERVISORS	
<b>Group B</b>	<b>252.80</b>
ASST. PLANNING ENGINEER	
BUILDING SERVICES SUPERVISOR	
CIVIL ENGINEER	
CONSTRUCTION ENGINEER	
CORPORATE COMMUNICATIONS OFFICER	
CUSTOMER CARE ENGINEER	
DEPUTY T&D MANAGER	
DISTRUBTION PLANNING ENGINEER	
ELECTRICAL ENG. TECH.	
METERING ENGINEER	
SUB-STATION ENGINEER	
SYSTEMS DEVELOPMENT ENGINEER	
SYSTEMS PLANNING ENGINEER	
<b>Group C</b>	<b>214.88</b>
GENERATION GRADE 6 SUPERVISORS	
<b>Group D</b>	<b>176.96</b>
ASST. GARAGE SUPERVISOR	
GARAGE SUPERVISOR	
PURCHASING SUPERVISOR	
STORES SUPERVISOR	
<b>Group E</b>	<b>151.68</b>
AGE- PERFORMANCE OPTIMISATION	
AGE- SYSTEMS AND OPERATIONS	
ASSISTANT HRM	
ASST. CUST. SERV. MANAGER	
ASST. SYSTEM CONTROL ENGINEER	
BILLING & METERING SUPERVISOR	
DISTRIBUTION PLANNING TECHNICIAN	
COMPUTER OPERATIONS SPECIALIST	
CREDIT CONTROL OFFICER	
CUSTOMER SERVICE SUPERVISORS	
GIS SUPERVISOR	
PROTECTION & CONTROL SUPERVISOR	



HEALTH & SAFETY OFFICER	
HELP DESK TECHNICIAN	
HUMAN RESOURCES ADMIN. ASST.	
HUMAN RESOURCES SUPERVISOR	
SYSTEMS TECHNICIAN	
NETWORK ENGINEER	
JDE SYSTEMS APPLICATIONS MANAGER	
LAND & SURVEY OFFICER	
SHIFT OPERATIONS SUPERVISORS	
SYSTEM CONTROL SUPERVISORS	
<b>Group F</b>	<b>126.40</b>
ACCOUNTS SUPERVISORS	
ACCOUNTING ASSISTANT	
ADMINISTRATIVE ASSISTANTS	
APPLICATIONS ANALYST	
ASST. BILLING & METERING SUPERVISOR	
ASST. CUSTOMER SERVICE SUPERVISOR	
CORPORATE COMMUNICATIONS ASSISTANT	
CIS SUPPORT SUPERVISOR	
CIS SUPPORT OFFICER	
ASST. JDE SYS APP SPEC.	
BILLING & METERING SUPERVISOR	
CREDIT CONTROL SUPERVISOR	
HUMAN RESOURCES ASSISTANT	
LAB TECHNICIAN	
INTERNAL AUDIT ASSISTANT	
FINANCIAL REPORTING ACCOUNTANT	
FINANCIAL REPORTING ASSISTANT	
PAYROLL OFFICER	
GENERATION INFO. SYSTEMS SUPERVISOR	
PROTECTION & CONTROL SUPERVISOR	
PURCHASING & STORES MANAGER	
SYSTEM APP. TECHNICIAN	
TRAINEE ENGINEERS	
TREASURY ACCOUNTANT	



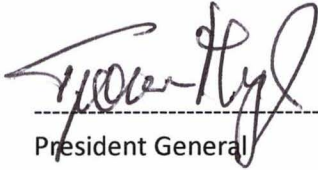
## DUTY ALLOWANCE

### SCHEDULE VIII

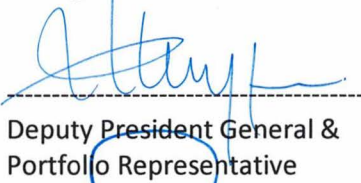
T & D SUPERVISORS
METERING SUPERVISOR
ASSISTANT GENERATION ENGINEER
ASSISTANT GARAGE SUPERVISOR
ASSISTANT GENERATION ENGINEER
ASST. SYSTEM CONTROL ENGINEER
BUILDING SERVICES SUPERVISOR
CIVIL ENGINEER
CONSTRUCTION ENGINEER
CUSTOMER CARE ENGINEER
DEPUTY T&D MANAGER
ELECTRICAL ENGINEERING TECHNICIAN
ELECTRICAL SUPERVISOR
GARAGE SUPERVISOR
MECHANICAL ENGINEERING TECHNICIAN
MECHANICAL SUPERVISOR
METERING ENGINEER
PROTECTION & CONTROL ENGINEER
PROTECTION & CONTROL SUPERVISOR
SENIOR SHIFT OPERATIONS SUPERVISOR
SUB-STATION ENGINEER



**SIGNED ON BEHALF OF  
NATIONAL WORKERS UNION**


  
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President General

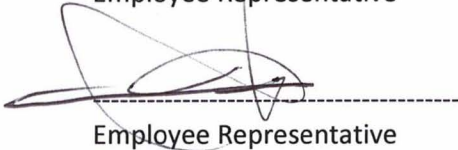
  
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General Secretary

  
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Deputy President General &  
Portfolio Representative

  
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Employee Representative

  
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Employee Representative

  
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Employee Representative

  
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Employee Representative

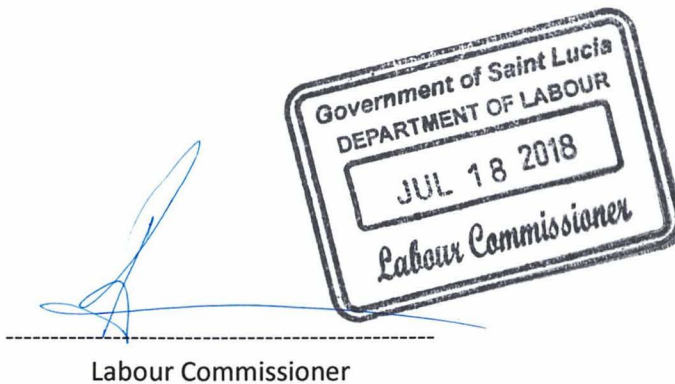
  
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Employee Representative


  
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Employee Representative

**SIGNED ON BEHALF OF  
ST. LUCIA ELECTRICITY SERVICES LTD**

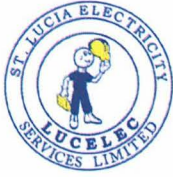
  
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Managing Director

  
-----  
Senior Human Resource Manager

  
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Labour Commissioner







# LUCELEC

ST. LUCIA ELECTRICITY SERVICES LIMITED  
P. O. Box 230 · Castries · St. Lucia · West Indies

T: (758) 457 4400 (Main Office) F: (758) 457 4409  
E: [lucelec@candw.lc](mailto:lucelec@candw.lc) [www.lucelec.com](http://www.lucelec.com)

**Our Ref: HR 94**

**13<sup>th</sup> July 2018**

Mr. Tyrone Maynard  
President General  
National Workers' Union  
Bourbon Street  
**CASTRIES**

Dear Mr. Maynard,

**Re: Formula for Vehicle Allowance and PBIP**

I refer to letters dated 10<sup>th</sup> July, 2018 and 14<sup>th</sup> June, 2018 from the Labour Commissioner advising on the above subject with reference to the Collective Agreements between LUCELEC and the NWU for the trienniums March 23, 2012 to March 22, 2015 and March 23, 2015 to March 22, 2018.

**VEHICLE ALLOWANCE**

Vehicle Allowance is currently paid by the Company in the following categories and rates:

4WD - 100% - \$2,740.00 Grossed Up / \$2,158.00 Non Grossed-up  
2WD - 100% - \$2,266.55 Grossed Up / \$1,585.00 Non Grossed-up  
2WD - 75% - \$1,699.91 Grossed Up / \$1,188.75 Non Grossed-up  
2WD - 50% - \$1,133.28 Grossed Up / \$792.50 Non Grossed-up

**The existing Vehicle Allowance Formula is as follows:**

$$\left[ (\text{Initial capital cost (approved range)} + (\text{Depreciation of } 1/3 \text{ of capital cost after allowance for } 1/3 \text{ salvage value}) + (\text{Average annual interest for 3 yrs. at 6\%}) + (\text{Annual License fee}) + (\text{Annual Insurance Cost}) \right] / 12$$

Below is an example for illustrative purposes of how the existing formula is applied to determine the monthly vehicle allowance rate:





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	4WD	2WD
Initial Capital Cost (approved range), thereafter referred to as (ICC)	100%	100%
	75,000	55,000
Depreciation of 1/3 after allowance for 1/3 salvage value (ICC - (ICC*0.3333))*0.3333	16,666	12,222
Average annual interest for 3 yrs at 6%	2,379	1,745
Licenses	150	150
Insurance (ICC*0.09)	6,750	4,960
<b>TOTAL ANNUAL</b>	<b>25,945</b>	<b>19,067</b>
<b>TOTAL MONTHLY</b>	<b>\$2,162</b>	<b>1,589</b>

The 75% 2WD and the 50% 2WD vehicle allowance categories are derived from the 100% 2WD vehicle allowance rate.

## The existing formula for computing mileage is:

$(\text{Annual cost of fuel} + \text{Cost of tyres} + \text{annual maintenance cost}) / 10,000$

Maintenance cost is 5% of the initial capital cost (approved range).

Below is an example for illustrative purposes of how the existing formula is applied to determine the mileage rate:

<u>Mileage</u>	
Based on 10,000 miles per annum	
Annual cost of fuel	5,840.91 <sup>1</sup>
6 Tyres @ \$500.00	3,000
Other estimated costs at 5% of ICC	3,750 <sup>2</sup>
<b>TOTAL</b>	<b>12,591</b>
<b>RATE PER MILE</b>	<b>1.26</b>

<sup>1</sup> Annual cost of fuel = Annual miles of 10,000 / fuel efficiency rate of 22 miles/gallon \* petrol cost @ \$12.85 per gallon

<sup>2</sup> ICC = \$75,000





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## PERFORMANCE BASED INCENTIVE PLAN (PBIP) Formula

Grades	PAYOUT LEVELS				Max. Payout Levels %
	Corporate %	Dept. %	PARS* %	Absences %	
G7-9	40	40	20		15
G4-6	35	35	30		13.5

\*PARS - Performance Appraisal Reporting System

Below is an example for illustrative purposes of how the existing formula is applied to determine the PBIP Payout:

	Formula (calculated total)	Score	Payout Level	Calculated Score
<b>Corporate</b>	$(\text{Score} \times \text{Payout Level}) / 100$	92.01	40	36.80
<b>Department</b>	$(\text{Score} \times \text{Payout Level}) / 100$	101.28	40	40.51
<b>PARS</b>	$(\text{Score} \times \text{Payout Level}) / 100$	95	20	19.00
<b>Total Calculated Score</b>	Sum (Corporate + Department + PARS)			96.31
<b>Calculated Payout Level</b>	$(\text{Max Payout Level} \times \text{Total Calculated Score}) / 100$			14.45
<b>Annual Salary</b>	(Monthly Salary x 12)			107,368.08
<b>Maximum PBIP</b>	$(\text{Calculated Payout Level} \times \text{Annual Salary}) / 100$			\$ 15,514.69





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The quantum for the PBIP will be determined by the established formula and is subject to the approval of the Board of Directors.

Yours faithfully,  
**ST. LUCIA ELECTRICITY SERVICES LIMITED**

Sharon Narcisse  
**SENIOR HUMAN RESOURCES MANAGER**

cc: Trevor Louisy, Managing Director - St. Lucia Electricity Services Limited  
LUCELEC Negotiating Team  
Solace Myers, Deputy President General - National Workers' Union  
NWU Employee Representatives  
Labour Commissioner

Acknowledgement of receipt of letter:

Union Representative:

Solace Myers  
Name

[Signature]  
Signature

Deputy President General  
Designation

Garth George

WUCALAC



P.O. Box 250, Chicago, IL 60601-0250  
Tel: (312) 329-4000  
www.nlr.gov

The duration for the FRB will be determined by the established formula and is subject to the approval of the Board of Directors.

Yours faithfully,  
ST. LUCIA ELECTRICITY SERVICES LIMITED

SENIOR HUMAN RESOURCES MANAGER

cc: Trevor Lourey, Managing Director - St. Lucia Electricity Services Limited  
LJL B.S. Negotiating Team  
Solace Myers, Deputy President General, National Workers' Union  
NLU Employee Representatives  
Labor Commission

Acknowledgment of receipt of return

Union Representative

Signature

Name

Designation

Part 2 of 2