



COLLECTIVE AGREEMENT

BETWEEN

ST. LUCIA ELECTRICITY SERVICES LIMITED

AND

THE ST. LUCIA CIVIL SERVICE ASSOCIATION

JANUARY 01, 2014 TO DECEMBER 31, 2016

and

JANUARY 01, 2017 TO DECEMBER 31, 2019

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COLLECTIVE AGREEMENT

BETWEEN

ST. LUCIA ELECTRICITY SERVICES LIMITED

AND

THE ST. LUCIA CIVIL SERVICE ASSOCIATION

This Agreement made this _____ day of _____, **TWO THOUSAND AND TWENTY-THREE** is between the ST. LUCIA ELECTRICITY SERVICES LIMITED (hereinafter called "the Company") and THE ST. LUCIA CIVIL SERVICE ASSOCIATION (hereinafter called the "Union") acting herein on behalf of the employees of the Company who are employed in its Electricity Undertaking in St. Lucia in the jobs set down in Schedule I of the Agreement (hereinafter referred to as "the bargaining unit").

PREAMBLE

- (a) The spirit and intention of the Agreement is to maintain and further the good relationship between the Company and the Employees in the bargaining unit (hereinafter called "the employees") as represented by the Union and to provide a Procedure for the avoidance and settlement of disputes.
- (b) This Agreement is also intended to regulate the rates of pay, hours of work and other conditions of employment of employees in the bargaining unit. Additionally, it provides for the recognition of, representation by and facilities for the Union in matters covered by and connected with this Agreement; certain management rights of the Company are specified as well as a Procedure by which either party may seek to revise or terminate this Agreement.
- (c) The Union recognizes that it is the duty of the Company to provide a public electricity supply on a continuous basis and that, in order to achieve this, the Company depends upon the reliability and responsibility demonstrated by employees. Further, the Union agrees to co-operate with the Company fully in the interest of providing an efficient service at all times and the Company agrees to adhere to such terms and conditions of the Collective Agreement.

IT IS HEREBY AGREED THAT:

CLAUSE 1 - RECOGNITION OF THE UNION

1. **General**

The Company recognizes the Union as the Bargaining Agent for all categories of employees included in the Bargaining Unit set out in Schedule I of this Agreement.

2. **Modification to Agreement**

Subject to Clause 4(2), the Bargaining Unit may be modified during the period of this Agreement by mutual agreement.

CLAUSE 2 - MANAGEMENT RIGHTS AND FUNCTIONS

1. **General**

All the rights, power, authority, and fair customary functions of Management are vested in the Company. These include the right, in its sole discretion:

- (a) To plan, direct and control its operations in keeping with the requirements of maintaining an essential service including the size of the labour force, the hours, methods, standards and manner of working in any department or division or section of a department;
- (b) To control and regulate the use of all equipment and other property of the Company;
- (c) To hire new employees;
- (d) To promote, transfer or retire employees, and to discipline or dismiss employees for cause;
- (e) To make such rules and regulations as the Company considers necessary or advisable for the orderly, efficient and safe conduct of its business and to require employees to observe such rules and regulations; provided that the Company, when acting pursuant to the provisions of this Clause shall not act in a manner which is inconsistent with any of the provisions of this Agreement or the Laws of Saint Lucia.

CLAUSE 3 - UNION RIGHTS AND FUNCTIONS

The Company recognizes the right of its employees to join the Union. Likewise, the Union recognizes that membership is not a condition of employment.

1. Rights & Functions

- (a) 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.
- (b) The Company agrees to afford all reasonable assistance to the Union to enable it to carry out its legitimate functions.
- (c) The Union shall keep the Company informed of the names of its Officials and Shop Stewards representing the employees. All Shop Stewards will themselves be employees of St. Lucia Electricity Services Ltd.
- (d) The Company agrees that time off shall be granted to these authorized Shop Stewards to attend to matters directly affecting the employees within the bargaining unit, provided sufficient notice is given and that the time off can be arranged without adversely affecting the Company's operations.
- (e) The Company shall admit authorized Union Officials to the premises during or after working hours to investigate specific complaints from employees, provided that a mutually acceptable time is arranged with the Manager or his representative. The Company shall cooperate with the Union on these undertakings, but shall have the right to appoint a representative (s) to be in attendance during the visit.
- (f) The Employer agrees that where an employee is warned, suspended or dismissed, correspondence regarding such disciplinary action shall be copied to the Shop Steward and the Union.

2. The Functions of the Shop Stewards

The functions of the Shop Stewards are, among others, to:

- (a) Monitor and ensure adherence to the provisions of the Collective Agreement between the Company and the Union.
- (b) Monitor the Company's compliance with the Labour Laws of St. Lucia.

- (c) Represent employees in grievance matters as per the "Procedure for Avoidance & Settlement of Disputes" in the Collective Agreement.
- (d) Promote the value of being a trade union member to all workers in the workplace.

3. Check Off System

- (a) The Company shall deduct from the wages of every employee who is a member of the Union, on his written authorization, any dues/levies stipulated by the Union.
- (b) Deductions shall cease when the authorization is cancelled in writing by the individual employee concerned and copied to the Union.
- (c) The total amount deducted as stipulated in (a) shall be remitted monthly to the Union by the Company, accompanied by a list of the names of employees on whose behalf payments are made.
- (d) The Company shall not be responsible for the collection of any union dues which might be in arrears at the commencement of this Agreement or at any time thereafter during the period of this Agreement.

4. Education

- (a) The Company agrees to grant leave of absence, with pay, to employees for the purpose of attending Trade Union Conventions, Conferences and Seminars, provided that such leave does not affect the Company's service.
- (b) Such leave shall not in the aggregate of all employees drawing same, exceed 360 working hours in the course of any calendar year.
- (c) At least two (2) weeks' notice, in writing, shall normally be given by the Union to the Company requesting the granting of such leave to an employee.

5. Views of the Union

- (a) Without prejudice to the process of Clause 2 - sub clause 1, the Company agrees to take into account any views, which the Union may represent to the Company, and confirm in writing on matters which affect the members covered under the Bargaining Unit.

- (c) The normal times of work shall be 8:00a.m. to 12:30p.m. and 1:30p.m. to 4:30p.m.
- (d) The 1st half hour following each normal working day (i.e.) till 5:00p.m. shall not count towards overtime.
- (e) Provisions for the staggering of lunch hours shall be made in order to meet the Company's needs as far as accommodating both internal and external customers.
- (f) Subject to the preceding paragraphs the normal time of work may be fixed or altered by the Company after consultation with the Union.

2. Shift Workers

- a) The normal work week of shift workers shall be forty (40) hours consisting of five (5) shifts of nine (9) hours each, inclusive of an unpaid meal interval of one (1) hour, in rotation at any time during the calendar week, that is, Wednesday through Tuesday: Provided that on Sundays, Public Holidays and Proclaimed Holidays the provisions of Clause 6(3)(c) shall apply.
- b) Shifts shall be manned to rotate the duties weekly so that each shift worker works his fair share of morning, afternoon and night shifts when required.
- c) Shift workers shall be entitled to an unpaid meal interval of one (1) hour and meal breaks will normally be taken as follows on each shift:
 - i. 12am to 9am (1st 15-minute meal break no later than 5am; 2nd meal break at 8:15am)
 - ii. 8am to 5pm (1st 15-minute meal break no later than 1pm; 2nd meal break at 4:15pm)
 - iii. 4pm to 1am (1st 15-minute meal break no later than 9pm; 2nd meal break at 12:15am)
- d) In order to provide for manning the stand-by service crews and to relieve shift workers during their weekly rest period or when they are on vacation leave or are sick or for any other reasons, the Company may transfer non-shift workers (i.e. day workers) temporarily to perform shift work.

- e) For the purpose of this Agreement "Shift workers" means an employee who works on a shift whereby:
- i. Shifts are rotated in immediate succession and cover a period of twenty-four (24) consecutive hours, or
 - ii. Shifts either alternate or overlap and cover a period of less than twenty-four (24) consecutive hours.

3. **Tea Breaks**

A tea break of fifteen (15) minutes each day shall be allowed to all employees of the Company but the time shall be subject to the convenience of the work in progress.

CLAUSE 6 – OVERTIME

1. **General**

The Company and the Union agree that systematic 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 after normal working hours and also on Saturdays, Sundays and on Public and Proclaimed Holidays. Accordingly, the Union hereby expressly agrees that the Company shall be entitled, as occasion may demand, to require any employee to work overtime on any day as well as on Saturdays, Sundays and on Public and Proclaimed Holidays, and the Company undertakes, whenever practicable, to give such employees at least two (2) hours prior notice of any requirement to work overtime.

2. **Non-Shift Workers**

Except for shift workers, work done by employees outside the normal working hours per day as set down in Clause 5 shall be overtime and shall be paid for as follows:

- (a) Work done on any normal working day shall be paid for at time and one half (1.5) times the basic hourly rate;
- (b) 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;
- (c) Work done between the hours of:

- 5:00pm - 8:00pm shall be paid at 1.5 times the basic hourly rate
 - 8:00pm -12:00mn shall be paid at 2.5 times the basic hourly rate
 - 12:00mn - 8:00am shall be paid at 3 times the basic hourly rate provided that the conditions stated in (b) and (c) shall not apply simultaneously; in such cases the higher rate will apply.
- (d) Any non-shift employee who is required to work through his lunch hour shall be paid at twice the basic hourly rate.

3. **Shift Workers**

- (a) Shift workers 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 work performed beyond forty (40) hours in any Wednesday to Tuesday time sheet period shall be paid for at one and a half times basic hourly rate.
- (c) Notwithstanding any other provision in the Agreement, shift workers shall be paid at double the basic hourly rate for any work performed on Saturdays and Sundays and at three (3) times the basic rate for work done on Public Holidays.
- (d) 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 unless he has received two days' notice of the intended change.
- (e) A shift worker shall not be rostered to work more than five (5) consecutive off days.

4. **Early Completion of Work**

In respect of Saturdays, Sundays and Public Holidays, the Company agrees to pay eight (8) hours at the appropriate rate in respect of work completed in less time provided the work was estimated to last for eight (8) hours.

5. **Employee Arranged Overtime**

Notwithstanding the provisions of sub-clause (2) and (3) of this Clause, overtime shall not be paid for by the Company in any case where the overtime

work done is due to arrangements made by or on behalf of any employee with his consent and for his personal convenience. All such arrangements must be approved in advance of their effect by the immediate supervisor of the employee concerned.

CLAUSE 7 - WORK IN HIGHER OR SAME GRADE

1. Acting Appointments

- (a) A worker appointed to act in writing for another worker in a higher position, shall receive the rate of pay applicable to the higher position, or in the case of a monthly rated worker, the minimum pay for the grade. However, where the minimum pay for the grade is less than his own, he shall receive the salary which is immediately above his pay in the grade in which he is acting in or a proportionate part thereof for the period he so acts, but, in no case shall he receive a monthly pay more than the maximum of the higher grade. All appointments to act shall be made in writing.
- (b) A worker appointed to act under the provision of this Clause shall not qualify for the higher pay while on sick leave for three (3) or more consecutive days or during any period of annual leave.

2. Payments

Subject to such arrangements (including remuneration) as may be agreed upon by the Company and the Union for the training of employees or apprentices, any employee required to carry out, temporarily, duties other than those of his substantive job/grade shall be paid at the rate applying to the job/grade in which he is temporarily employed or at the rate applying to his substantive job/grade, whichever is the higher. However, the Company reserves the right to alter employees' job classification at the same grade for the purpose of familiarization of the various procedures.

3. Limitation for Monthly Paid Staff

For the purpose of this Clause, and in relation to office and clerical monthly paid employees only "temporarily" shall mean acting in a higher grade for more than fourteen consecutive days.

4. Promotions

- a) The Company agrees that in approving promotions the following factors will be taken into consideration:

Qualifications
Ability
Seniority
Performance

- b) The filling of vacancies shall be decided by the Company with the understanding that a suitable employee who meets the criteria outlined in (a) above would be considered before recruiting candidates from outside.
- c) In keeping with the provisions of (a) and (b) above, the employee with the greater seniority will be considered, provided that his skill, competence and efficiency are equal to or greater than those of the employee with lesser seniority.
- d) No one factor shall guarantee a promotion.

CLAUSE 8 - TRANSFERS

a) Company Locations

The Company has the following Office 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) Where the employer requires an employee to be transferred between Zones 1 and 2 or between Zones 1 and 3 for three (3) consecutive months or more, a one-off lump sum payment shall be made to the employee prior to the transfer, and in accordance with the schedule below:
 - i. From one (1) month up to a maximum of three (3) consecutive months: \$1500.

- ii. From over three (3) months up to a maximum of six (6) consecutive months: \$3,000.
 - iii. For a period exceeding six (6) consecutive months up to a maximum of twelve (12) months: \$6,000.
 - iv. Periods in excess of twelve (12) months shall be deemed to be permanent transfers
- c) Where the employer requires an employee to be transferred between Zones 2 and 3 for three (3) consecutive months or more, a one-off lump sum payment shall be made to the employee prior to the transfer, and in accordance with the schedule below:
- i. From one (1) month up to a maximum of three (3) consecutive months: \$1,200.
 - ii. From over three (3) months, up to a maximum of six (6) consecutive months \$2,400.
 - iii. For a period exceeding six (6) consecutive months but up to a maximum of twelve (12) months \$4,800.
 - iv. Periods in excess of twelve (12) months shall be deemed to be permanent transfers
- d) Where the employer requires an employee to be transferred between zones for periods less than one (1) month, the employee shall be paid in arrears, and in accordance with the following formula:

$$\$25 \text{ (Meal Allowance) + Public Transportation Allowance (at the going rate) } \times \text{ Number of Working Days}$$

- e) Transfers within Zones for periods less than three (3) consecutive months shall be paid \$10.00 per day. This per diem will cover the *difference* incurred in travel and meal purchase prices within the zone.
- f) Where the employer has effected a permanent transfer, the employee shall be entitled to a lump sum payment of \$7,000.

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.

- g) Where an employee is required to be transferred between zones, that employee may decline such transfer. The employee shall immediately

inform his/her Department Head in writing, providing grounds for such refusal. 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.

CLAUSE 9 - LEAVE ENTITLEMENT AND CONDITIONS

1. Vacation Leave

Subject to the provisions of the Holidays with Pay Legislation in force every employee shall, after being continuously employed by the Company for one year, be entitled to a period of annual leave as follows:

- (a) (i) In respect of one (1) to three (3) years continuous service three (3) calendar weeks or fifteen (15) working days per annum.
 - (ii) In respect of four (4) to ten (10) years of continuous employment, twenty-one (21) working days per annum.
 - (iii) In respect of eleven (11) to twenty-four (24) years of continuous employment, twenty-five (25) working days per annum.
 - (iv) In respect of twenty-five (25) or more years of continuous service, six (6) calendar weeks or thirty (30) working days per annum.
- (b) The employer shall fix the time or period when such vacation may be taken. However, the employer shall as far as possible notify the employee at least one month in advance of the time when his annual leave is due.
- (c) When a worker's annual vacation leave has been scheduled and approved of in writing it shall not be subsequently rescheduled except with the written approval of the worker.

2. Sick Leave

- (a) It is agreed that leave in respect of sickness, and injury arising out of and in the course of employment, shall conform to and be paid in accordance with the National Insurance Act and Regulations. However, the Company shall grant sick benefits as stipulated hereunder which will be in addition to the amounts paid by the National Insurance Corporation during the employee's certified absence from work as accepted by the N.I.C:
- (i) On satisfactory completion of the prescribed probationary period

- full wages for the first (3) days of absence from work.
- (ii) Thereafter:
35% of full wages for a maximum of twenty-six (26) weeks in a calendar year.
- (b) In case of prolonged sickness an additional thirteen (13) weeks at 50% of full wages shall be granted by the Company, during which period the employee's likely recovery and ability to resume his or her previous duties will be assessed.
- (c) Sick leave for more than two (2) days shall be granted only on production of a medical certificate. In cases of excessive or unreasonable uncertified sick leave (for one or two days at a time), the Company reserves the right to insist on a medical examination.
- (d) Seven (7) absences per annum due to sickness up to two (2) days duration each, shall be permitted without being substantiated by a medical certificate and without loss of pay, subject to Clause 9(2)(a).
- (e) (i) An employee who is sick shall notify or ensure that this fact is notified to his "Supervisors" on both the first and second day of his absence unless a medical certificate is submitted.
(ii) When a Shift Worker is sick, every effort shall be made to inform his Supervisor at least four (4) hours before the start of his shift.

3. **Maternity Leave**

- (a) Maternity leave shall be paid in accordance with the National Insurance Act and Regulations. In addition, the Company will pay to any employee entitled to maternity leave 40% of full salaries and wages six (6) weeks before the expected week of confinement, for the week of confinement, and six (6) weeks after provided:
 - (i) An application for such leave is accompanied by a medical certificate from a qualified medical practitioner stating the presumed date of confinement.
 - (ii) The period of maternity leave will be thirteen (13) weeks.

4. **Paternity Leave**

Employees (male) shall be entitled to Paternity Leave in accordance with the Company's policy and procedures on Paternity Leave.

5. **Bereavement Leave**

- a) Funeral/Compassionate Leave grants employees paid time-off for attending, and for making all arrangements associated with the funeral of an immediate family member or close relative.
- b) For the purpose of this Article, "immediate family member" will refer to mother, father, spouse, or children. "Close relative" will refer to brother or sister.
- c) Employees requesting Funeral/Compassionate Leave should seek approval from their reporting authority, who will communicate same to the Head of Department.
- d) For immediate family:
 - i. Three working days' leave of absence with pay shall be granted to an employee upon the death of an immediate family member to attend or to make arrangements for the funeral locally. One (1) additional day may be granted at the Company's discretion. Where an employee has to attend the funeral overseas, he/she may be granted up to five (5) working days of paid leave.
- e) For close relatives:
 - i. Employees may be granted one (1) day to attend the funeral of a brother or sister. One (1) additional day may be granted at the Company's discretion. Where an employee has to attend the funeral overseas, he/she may be granted up to five (5) working days of paid leave.

The employee should furnish satisfactory proof of the death to the employer. If the death occurred overseas, satisfactory proof of travel arrangements must be provided by the employee to the employer.

6. **Carnival**

The two days of Carnival, will be treated as Public Holidays by the Company.

7. **Leave for Urgent Private Affairs**

Leave of absence may be granted by the Company on the grounds of urgent private affairs. Such leave shall be counted against vacation leave due at the time to the Employee. In the event that the employee requires to extend such

leave beyond his/her current vacation leave entitlement the Company shall sympathetically consider extending such leave with pay for a reasonable period, in accordance with prevailing circumstances.

At the sole discretion of the Company up to five (5) working days per year without loss of pay may be granted to workers who are selected to represent St. Lucia in national and international sporting and Cultural events organised by an officially recognised National body.

Applications for such leave must be accompanied by a written request from the national or international body.

CLAUSE 10 - PUBLIC HOLIDAYS (PAY)

1. Non-shift Workers

- (a) Non-shift hourly-paid workers and casual employees who have completed eight (8) weeks of continuous employment when not required to work on a Public or Proclaimed Holiday which falls on a normal working day shall be paid for eight (8) hours at the basic hourly rate provided such workers attended work on the working days immediately preceding and immediately following the holiday.
- (b) Non-shift hourly-paid workers and casual employees shall be paid in accordance with clause 6(2) of this Agreement when required to work on a Public or Proclaimed Holiday.
- (c) Every effort shall be made to pay monthly paid workers in arrears at least three (3) working days before the end of the month.

2. SHIFT WORKERS

A shift worker whose normal shift duty falls on a Public or Proclaimed Holiday, or who is called upon to perform overtime work on such holidays, shall be paid in accordance with clause 6(3)(c) of this Agreement.

CLAUSE 11 – SPECIAL ALLOWANCES

1.0 Meal Allowance – Non-Shift Employees (8:00am to 5:00pm)

Any non-shift employee who is required to remain on duty on any normal working day to perform overtime work shall be entitled to a meal allowance

of \$25.00 for 2014, \$25.00 for 2015, \$25.00 for 2016, \$25.00 for 2017, \$25.00 for 2018, \$25.00 for 2019 and at the times set out in Clause 11-2 (b) herein and shall be allowed a reasonable break free from all work during the overtime period to take a meal.

1.1 Meal Allowance – Non-Shift Employees (6:00am to 2:00pm and 2:00pm to 10:00pm)

Any non-shift employee who is required to remain on duty on any normal working day to perform overtime work for a minimum period of three (3) hours beyond 2:00p.m. or 10:00p.m. (Monday to Friday) shall be entitled to a meal allowance of \$25.00 for 2014, \$25.00 for 2015, \$25.00 for 2016, \$25.00 for 2017, \$25.00 for 2018, \$25.00 for 2019 and shall be allowed a reasonable break free from all work during the overtime period to take a meal.

1.2 Meal Allowance – Shift Employees

The meal allowance referred to in paragraph 1.0 shall be paid to any shift worker who is required to work overtime and who is on duty during the hours set out in Clause 11 – 2 (b) herein.

2. Scheduled Working Day

- a. Every employee who reports to work on any scheduled day shall be guaranteed a minimum of four (4) working hours at the basic hourly rate.
- b. Every employee who has been called out and is on duty during a normal meal time shall be entitled to a meal allowance and shall be allowed a reasonable break free from all work to take a meal.

Normal meal times are: 7:00 am for breakfast
 12:30 midday for lunch
 7:00 pm for dinner

3. Shift Enhancement Allowances

A shift enhancement allowance of:

	2014	2015	2016
08:00 a.m. to 05:00 p.m.	126 cents	129 cents	133 cents
04:00 p.m. to 01:00 a.m.	186 cents	189 cents	195 cents
12:00 m.n. to 09:00 a.m.	248 cents	253 cents	260 cents

A shift enhancement allowance of:

	2017	2018	2019
08:00 a.m. to 05:00 p.m.	136 cents	137 cents	140 cents
04:00 p.m. to 01:00 a.m.	199 cents	201 cents	205 cents
12:00 m.n. to 09:00 a.m.	266 cents	268 cents	274 cents

Shall be added to the basic hourly rate of pay of every shift worker in respect of all duty hours worked. Any period of annual vacation leave, and paid sick leave will qualify for enhancement pay at the rate will be paid at 57 cents per hour for (2014), 58 cents per hour for (2015), 60 cents per hour for (2016), 61 cents per hour for (2017), 62 cents per hour for (2018), 63 cents per hour for (2019).

4. Laundry Allowance

The Company will pay a laundry allowance of \$62.06 (2014), \$63.30 (2015), \$65.20 (2016), \$66.50 (2017), \$67.17 (2018), \$68.51 (2019) per month to employees issued with overalls and uniforms.

5. Mileage Allowance

A worker who is not required by the Company to buy a car but who is authorized to use his own car shall be paid the basic mileage rate plus a 75% premium.

6. Call-out

- (a) When an employee who is off-duty (that is, an employee who has completed his normal daily or weekly hours of work, as the case may be, or is not normally required to work on the particular day or at the particular time), is unexpectedly called-out and required to work, he shall be paid the appropriate overtime rate for the work done or a minimum payment equivalent to four (4) hours pay at the basic hourly rate, which-ever amount is the greater, and a disturbance allowance equivalent to two (2) hours pay at his standard hourly rate.
- (b) "Unexpectedly" will normally mean the employee had not been informed of the additional requirement to work when he was last on duty prior to the time he is called-out and overtime shall commence as from the time that the employee actually reports for work.
- (c) The Company agrees to pay for unscheduled call-out three (3) times the normal rate for public holidays and 2.5 times the normal rate for Saturdays and Sundays.

7. Driving Licenses

Costs arising in respect of the annual renewal of driving licenses shall be met by the Company in the case of Authorised Drivers. The Company may require any employee to drive in the implementation of his duties.

8. Live Line Allowance

A premium allowance, that is a flat dollar (\$) rate and not a percentage (%) of base pay, will be paid to Linesmen at a flat rate of EC\$20.00 per hour, for every hour or part thereof of live line work conducted.

CLAUSE 12 – UNIFORMS

1. Uniforms shall be supplied by the Company to the categories of employees and in the quantities stipulated in Schedule III.
2. Uniform items issued to employees shall be subject to the approval of the Company – the object being to ensure that male and female staff are each respectively similarly attired.
3. Employees shall wear uniforms issued to them when working and shall be responsible for the care of such clothing.
4. The Company shall undertake to provide uniforms to employees every eighteen (18) months.

CLAUSE 13 - REDUNDANCY AND SEVERANCE PAY

1. Definition

For the purpose of this Agreement, the expression "redundant" shall apply in any of the circumstances in respect of which, under the Contracts of Service Act, 1970 or any legislation amending or replacing the same, an employee is entitled, on being dismissed from his employment, to be paid a severance payment by his employer.

2. Severance Pay

It is agreed that in the case of a redundancy the Company shall make severance payments in an amount: -

- (a) Calculated in accordance with the rate and period of entitlement established under the Contract of Services Act Cap 16.03 and the

regulations made thereunder including any amendments thereto; or

(b) Not less than \$350.00 per week, with the period of entitlement being determined in accordance with the Contract of Services Act Cap 16.03 and the regulations made thereunder including any amendments thereto;

whichever is the greater amount.

CLAUSE 14 - SAFETY AND HEALTH

1. Scope

It is agreed that the suitability and durability of all safety equipment and clothing will be of the highest standard. Any concerns will be referred to the Safety Committee for action.

The Company shall provide employees with the following amenities at the work place:

- (a) Adequate and sufficient toilet facilities.
- (b) An adequate and sufficient supply of potable drinking water.
- (c) Adequate and sufficient protective equipment against industrial hazards where such are encountered in the course of the employee's duties. The employer shall scrupulously enforce all safety measures to reduce the risks of industrial accidents.
- (d) Where appropriate at localities detailed in Clause 8(a) adequate and suitable accommodation for use by employees as lunch rooms and changing rooms.
- (e) Adequate and sufficient first aid equipment.
- (f) Suitable and sufficient rest-room and sick bay facilities.

2. The Company contributes to the National Insurance Corporation for and on behalf of all employees and all employees can claim on the benefits arising. The conditions and benefits available under NIC will not be duplicated by the Company.

3. The Company operates a contributory Health Scheme and all employees are expected to become members.

4. The Company shall arrange for power station employees to have their hearing tested at bi-annual intervals and shall take appropriate steps to review the adequacy of protective equipment provided to employees and other remedial action.

CLAUSE 15–SEXUAL HARASSMENT

Every employee has a right to a workplace free from sexual harassment by the employer or by another employee. LUCELEC shall be committed to providing a workplace which demonstrates mutual respect for one another as employees and individuals and is thereby free from harassment.

LUCELEC has a specific policy on sexual harassment which is available to all employees.

All cases of sexual harassment will be dealt with in accordance with terms and conditions outlined in the sexual harassment policy.

CLAUSE 16 – TRAINING AND EDUCATION

The Company agrees to provide training for employees as and when deemed necessary by the Company. The details of formal training schemes or programmes which may be introduced by the Company for any category of employee or for all employees shall be communicated to the Union.

Where there is an opportunity for training in different departments for the purpose of familiarization of various procedures and for self-development, this should be communicated to the employee in writing.

Education

- (a) The Company will consider the re-employment of an employee who voluntarily relinquishes his position to pursue further studies but in each case the company will have no obligation to re-accept such persons unless their study was sponsored and/or approved by the Company.
- (b) Time off shall be given for study and an employee shall be reimbursed for approved training and higher learning in accordance with the company's Educational Assistance Policy.

CLAUSE 17 - SCHOLARSHIP SCHEME

The children of all employees will be eligible for scholarships in accordance with the criteria and rules of the LUCELEC Scholarship Program.

CLAUSE 18–OTHER CONDITIONS

1. Communication

The Company will provide a reliable means of communication for field employees while at work.

CLAUSE 19 - JOINT CONSULTATION

1. Works Committee

Joint Consultative Machinery shall be established in the form of a Works Committee which shall be duly constituted of representatives appointed by the Company and elected by the employees for the purpose of promoting the largest possible measure of joint action and consultation between both parties to this Agreement and also for the improvement and maintenance of good labour-management relations.

2. Functions of Works Committee

The objects, functions, constitution and procedures for holding meetings and for the conduct of business shall be determined by the parties and shall form part of this agreement (Schedule VI).

CLAUSE 20– DISCIPLINE

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.

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 of Saint Lucia; number 37 of 2006.

An employee who, after having been afforded the principles of natural justice, if found guilty of an offence is liable to be disciplined in accordance with the guidelines of Schedule V of this Agreement.

CLAUSE 21 – PROCEDURES FOR AVOIDANCE AND SETTLEMENT OF DISPUTES

1. 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 a 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 four (4) business days of the occurrence of the grievance, the aggrieved employee shall discuss the matter with his or her immediate Supervisor. Failing resolution at this level within three (3) business days, the employee will report the matter to the Shop Steward.
- d) **STEP 2.** The Shop Steward will present the grievance to the Section Head, and failing settlement within three (3) business days, the matter shall be referred to the respective Department Head. The Shop Steward may also wish to inform the HR Manager of the grievance at this point.
- e) **STEP 3.** Failing settlement under Step 2, the Shop Steward may 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.
- f) **STEP 4.** 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.
- g) **STEP 5.** Failing settlement under **STEP 4**, the matter shall be referred to the Labour Commissioner for conciliation.
- h) **STEP 6.** Failing a satisfactory solution at **STEP 5**, the matter will then be referred to the Minister of Labour for mediation.
- i) **STEP 7.** Failing a satisfactory solution at **STEP 6**, the matter will be

referred to Arbitration for settlement. The decision of the Arbitrator shall be binding.

2. **Strikes and Lock-Outs Regulation**

- (a) The Company shall not lock-out any employee and the Union shall not authorise, incite, encourage or procure any strike, stoppage, go-slow, picketing or other industrial action the purpose of which is to disrupt the Company's normal business operations, until the steps to the Grievance Procedure, as set out in sub-clause (1), and the provisions of the Essential Services Act No. 3/1975 have been exhausted.
- (b) In the event that any unauthorised strike, stoppage, go-slow, picketing or other industrial action referred to in paragraph (a) occurs or is threatened, the Union on being notified by the Company shall promptly use all reasonable efforts to end or avert such strike, stoppage, go-slow, picketing or other industrial action (as the case may be) and the Union shall, through its officials, notify the employees involved in any of the activities described herein before both orally and in writing that such activity constitutes a threat to violate or a violation of this Agreement and that, the employees involved should resume normal working immediately and restore the uninterrupted flow of electricity services.
- (c) Where pursuant to paragraph (b) of this sub-clause:
 - (i) The Union fails or refuses to act in the manner prescribed;
or
 - (ii) Any number of employees fail or refuse to resume working in the normal manner if requested by the Union to do so.

The Company shall be entitled to take such disciplinary action (including dismissal) against any of the employees involved as it deems fit and proper in the circumstances.

CLAUSE 22 - DURATION, REVISION AND TERMINATION OF THIS AGREEMENT

1. **Duration of Agreement**

Subject to Clause 4(1), this Agreement shall cover the period January 01, 2014 to December 31, 2016 and January 01, 2017 to December 31, 2019, and thereafter until it is revised or terminated in the manner set out below.

2. **Revision or Termination**

- (a) In the event of either party wishing to revise or terminate this Agreement, three (3) months' notice in writing shall be given by that party to the other party, but no such notice shall have effect before the 1st day of July, 2019.
 - (b) Where such notice relates to a revision of this Agreement proposals for such revision shall be submitted together with the notice but, if subsequently agreed upon, the Revised Agreement shall not come into effect until the expiry of the three (3) months' notice.
 - (c) In the event that the period of such notice expires before the Revised Agreement is signed, this Agreement shall continue in force until it is replaced by such Revised Agreement.
 - (d) Within twenty-one (21) days (or such longer period as may be agreed upon by the parties), of the receipt of a notice for a revision of this Agreement by the Company or the Union, the parties shall arrange a joint meeting for the purpose of negotiating the terms to be included in the Revised Agreement.
 - (e) If the parties fail to reach final agreement under the preceding provision of this sub-clause, either party may refer the dispute to the Labour Commissioner for conciliation.
3. While the procedures in sub-clause (2) are being followed and until such time as they are exhausted, Clause 21(2) shall apply.

CLAUSE 23 - COPY OF COLLECTIVE AGREEMENT

The Company agrees to make a limited number of copies of the Agreement available for the perusal of employees.

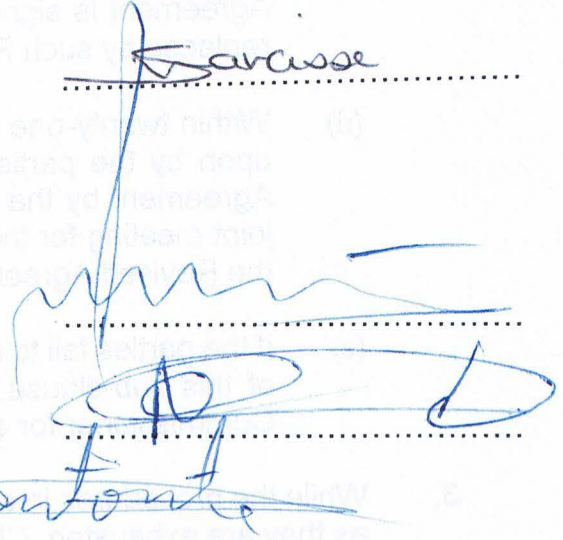
The signatories of this Agreement hereby recognise the rights and functions of both the Employer and the Employees as set out in this Agreement the spirit and intention of which is to maintain and further the good relationship between the Company and the Employees in the bargaining unit and to provide a procedure for the avoidance and settlement of disputes.

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



.....
Karasse
.....

SIGNED ON BEHALF OF:
ST. LUCIA CIVIL SERVICE ASSOCIATION



WITNESSED BY


.....
LABOUR COMMISSIONER



SCHEDULE I

GRADE 3

SHIFT ATTENDANT
SUBSTATION TECHNICIAN
TECHNICAL ASSISTANT – TRANSMISSION & DISTRIBUTION
BUILDING SERVICES TECHNICIAN
CREDIT CONTROL CLERK
ELECTRICAL TECHNICIAN
POWER PLANT MECHANIC
HUMAN RESOURCES CLERK
VEHICLE MECHANIC
FITTER MECHANIC
WELDER MECHANIC

GRADE 2

MECHANIC OPERATOR
TECHNICAL ASSISTANT - PLANNING
TROUBLE CALL OPERATOR
LINEMAN
ARTISAN (ELECTRICAL)
ARTISAN
CUSTOMER SERVICE CLERK
ACCOUNTS CLERK
TECHNICAL CLERK - GIS
TECHNICAL CLERK - T&D
CORPORATE COMMUNICATIONS CLERK
PURCHASING CLERK
DRAUGHTSMAN
STORES CLERK
TECHNICAL CLERK - GENERATION
TECHNICAL CLERK - PLANNING
TECHNICAL CLERK - SYSTEM CONTROL

GRADE 1

LINEMAN HELPER
MECHANIC HELPER
GARDENER
CASUAL
DRIVER / MESSENGER
SECURITY
FACILITIES MAINTENANCE WORKER
HANDY MAN
OFFICE ATTENDANT / MESSENGER

Apprentices and Trainees to be paid, depending on year, a fixed percentage of the applicable rate defined in Schedule VI for the respective position.

SCHEDULE II

GRADE SCALE

2014-2016

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
2014	Grade 1	13.26	13.92	14.62	15.35	16.12	16.92	17.77	18.66	19.59	20.57	21.60	22.68	23.81	25.00	26.52
	Grade 2	15.91	16.71	17.54	18.42	19.34	20.31	21.32	22.39	23.51	24.68	25.92	27.21	28.58	30.00	31.82
	Grade 3	17.24	18.10	19.00	19.95	20.95	22.00	23.10	24.26	25.47	26.74	28.08	29.48	30.96	32.50	34.48
2014	Grade 1	2,298.36	2,413.28	2,533.95	2,660.64	2,793.68	2,933.36	3,080.03	3,234.03	3,395.73	3,565.52	3,743.79	3,930.98	4,127.53	4,333.91	4,596.73
	Grade 2	2,758.04	2,895.94	3,040.74	3,192.77	3,352.41	3,520.03	3,696.03	3,880.83	4,074.88	4,278.62	4,492.55	4,717.18	4,953.04	5,200.69	5,516.07
	Grade 3	2,987.87	3,137.27	3,294.13	3,458.84	3,631.78	3,813.37	4,004.04	4,204.24	4,414.45	4,635.17	4,866.93	5,110.28	5,365.79	5,634.08	5,975.75
2014	Grade 1	27,580.37	28,959.38	30,407.35	31,927.72	33,524.11	35,200.31	36,960.33	38,808.34	40,748.76	42,786.20	44,925.51	47,171.79	49,530.37	52,006.89	55,160.73
	Grade 2	33,096.44	34,751.26	36,488.82	38,313.27	40,228.93	42,240.38	44,352.39	46,570.01	48,898.51	51,343.44	53,910.61	56,606.14	59,436.45	62,408.27	66,192.88
	Grade 3	35,854.48	37,647.20	39,529.56	41,506.04	43,581.34	45,760.41	48,048.43	50,450.85	52,973.39	55,622.06	58,403.16	61,323.32	64,389.49	67,608.96	71,708.95
2015	Grade 1	13.52	14.20	14.91	15.66	16.44	17.26	18.12	19.03	19.98	20.98	22.03	23.13	24.29	25.50	27.05
	Grade 2	16.23	17.04	17.89	18.79	19.73	20.71	21.75	22.84	23.98	25.18	26.44	27.76	29.15	30.60	32.46
	Grade 3	17.58	18.46	19.38	20.35	21.37	22.44	23.56	24.74	25.98	27.28	28.64	30.07	31.58	33.15	35.16
2015	Grade 1	2,344.33	2,461.55	2,584.63	2,713.86	2,849.55	2,992.03	3,141.63	3,298.71	3,463.64	3,636.83	3,818.67	4,009.60	4,210.08	4,420.59	4,688.66
	Grade 2	2,813.20	2,953.86	3,101.55	3,256.63	3,419.46	3,590.43	3,769.95	3,958.45	4,156.37	4,364.19	4,582.40	4,811.52	5,052.10	5,304.70	5,626.39
	Grade 3	3,047.63	3,200.01	3,360.01	3,528.01	3,704.41	3,889.63	4,084.12	4,288.32	4,502.74	4,727.88	4,964.27	5,212.48	5,473.11	5,746.76	6,095.26
2015	Grade 1	28,131.97	29,538.57	31,015.50	32,566.28	34,194.59	35,904.32	37,699.53	39,584.51	41,563.74	43,641.92	45,824.02	48,115.22	50,520.98	53,047.03	56,263.95
	Grade 2	33,758.37	35,446.29	37,218.60	39,079.53	41,033.51	43,085.18	45,239.44	47,501.41	49,876.48	52,370.31	54,988.82	57,738.27	60,625.18	63,656.44	67,516.74
	Grade 3	36,571.57	38,400.14	40,320.15	42,336.16	44,452.97	46,675.61	49,009.40	51,459.87	54,032.86	56,734.50	59,571.23	62,549.79	65,677.28	68,961.14	73,143.13
2016	Grade 1	13.93	14.63	15.36	16.13	16.93	17.78	18.67	19.60	20.58	21.61	22.69	23.83	25.02	26.27	27.86
	Grade 2	16.72	17.55	18.43	19.35	20.32	21.34	22.40	23.52	24.70	25.93	27.23	28.59	30.02	31.52	33.43
	Grade 3	18.11	19.02	19.97	20.96	22.01	23.11	24.27	25.48	26.76	28.09	29.50	30.97	32.52	34.15	36.22
2016	Grade 1	2,414.66	2,535.39	2,662.16	2,795.27	2,935.04	3,081.79	3,235.88	3,397.67	3,567.55	3,745.93	3,933.23	4,129.89	4,336.38	4,553.20	4,829.32
	Grade 2	2,897.59	3,042.47	3,194.60	3,354.33	3,522.04	3,698.14	3,883.05	4,077.20	4,281.06	4,495.12	4,719.87	4,955.87	5,203.66	5,463.84	5,795.19
	Grade 3	3,139.06	3,296.01	3,460.81	3,633.85	3,815.55	4,006.32	4,206.64	4,416.97	4,637.82	4,869.71	5,113.20	5,368.86	5,637.30	5,919.16	6,278.12
2016	Grade 1	28,975.93	30,424.73	31,945.97	33,543.26	35,220.43	36,981.45	38,830.52	40,772.05	42,810.65	44,951.18	47,198.74	49,558.68	52,036.61	54,638.44	57,951.87
	Grade 2	34,771.12	36,509.68	38,335.16	40,251.92	42,264.51	44,377.74	46,596.63	48,926.46	51,372.78	53,941.42	56,638.49	59,470.41	62,443.93	65,566.13	69,542.24
	Grade 3	37,668.71	39,552.15	41,529.76	43,606.24	45,786.56	48,075.88	50,479.68	53,003.66	55,653.84	58,436.54	61,358.36	64,426.28	67,647.60	71,029.98	75,337.42

GRADE SCALE

2017-2019

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
2017	Grade 1	14.21	14.92	15.67	16.45	17.27	18.14	19.04	19.99	20.99	22.04	23.15	24.30	25.52	26.79	28.42
	Grade 2	17.05	17.90	18.80	19.74	20.73	21.76	22.85	23.99	25.19	26.45	27.77	29.16	30.62	32.15	34.10
	Grade 3	18.47	19.40	20.37	21.38	22.45	23.58	24.75	25.99	27.29	28.66	30.09	31.59	33.17	34.83	36.94
2017	Grade 1	2,462.95	2,586.10	2,715.41	2,851.18	2,993.74	3,143.42	3,300.59	3,465.62	3,638.91	3,820.85	4,011.89	4,212.49	4,423.11	4,644.27	4,925.91
	Grade 2	2,955.55	3,103.32	3,258.49	3,421.41	3,592.48	3,772.11	3,960.71	4,158.75	4,366.69	4,585.02	4,814.27	5,054.99	5,307.73	5,573.12	5,911.09
	Grade 3	3,201.84	3,361.93	3,530.03	3,706.53	3,891.86	4,086.45	4,290.77	4,505.31	4,730.58	4,967.11	5,215.46	5,476.23	5,750.05	6,037.55	6,403.68
2017	Grade 1	29,555.45	31,033.22	32,584.89	34,214.13	35,924.84	37,721.08	39,607.13	41,587.49	43,666.86	45,850.21	48,142.72	50,549.85	53,077.34	55,731.21	59,110.90
	Grade 2	35,466.54	37,239.87	39,101.86	41,056.96	43,109.86	45,265.29	47,528.56	49,904.99	52,400.23	55,020.25	57,771.26	60,659.82	63,692.81	66,877.45	70,933.08
	Grade 3	38,422.09	40,343.19	42,360.35	44,478.37	46,702.29	49,037.40	51,489.27	54,063.73	56,766.92	59,605.27	62,585.53	65,714.81	69,000.55	72,450.57	76,844.17
2018	Grade 1	14.35	15.07	15.82	16.61	17.44	18.32	19.23	20.19	21.20	22.26	23.38	24.55	25.77	27.06	28.70
	Grade 2	17.22	18.08	18.99	19.94	20.93	21.98	23.08	24.23	25.44	26.72	28.05	29.46	30.93	32.47	34.44
	Grade 3	18.66	19.59	20.57	21.60	22.68	23.81	25.00	26.25	27.56	28.94	30.39	31.91	33.51	35.18	37.31
2018	Grade 1	2,487.58	2,611.96	2,742.56	2,879.69	3,023.67	3,174.86	3,333.60	3,500.28	3,675.29	3,859.06	4,052.01	4,254.61	4,467.34	4,690.71	4,975.17
	Grade 2	2,985.10	3,134.36	3,291.07	3,455.63	3,628.41	3,809.83	4,000.32	4,200.34	4,410.35	4,630.87	4,862.41	5,105.54	5,360.81	5,628.85	5,970.20
	Grade 3	3,233.86	3,395.55	3,565.33	3,743.60	3,930.78	4,127.31	4,333.68	4,550.36	4,777.88	5,016.78	5,267.62	5,531.00	5,807.55	6,097.92	6,467.72
2018	Grade 1	29,851.01	31,343.56	32,910.73	34,556.27	36,284.08	38,098.29	40,003.20	42,003.36	44,103.53	46,308.71	48,624.14	51,055.35	53,608.12	56,288.52	59,702.01
	Grade 2	35,821.21	37,612.27	39,492.88	41,467.52	43,540.90	45,717.95	48,003.84	50,404.04	52,924.24	55,570.45	58,348.97	61,266.42	64,329.74	67,546.23	71,642.41
	Grade 3	38,806.31	40,746.62	42,783.95	44,923.15	47,169.31	49,527.77	52,004.16	54,604.37	57,334.59	60,201.32	63,211.39	66,371.96	69,690.55	73,175.08	77,612.62
2019	Grade 1	14.64	15.37	16.14	16.95	17.79	18.68	19.62	20.60	21.63	22.71	23.84	25.04	26.29	27.60	29.28
	Grade 2	17.57	18.44	19.37	20.34	21.35	22.42	23.54	24.72	25.95	27.25	28.61	30.04	31.55	33.12	35.13
	Grade 3	19.03	19.98	20.98	22.03	23.13	24.29	25.50	26.78	28.12	29.52	31.00	32.55	34.18	35.88	38.06
2019	Grade 1	2,537.34	2,664.20	2,797.41	2,937.28	3,084.15	3,238.35	3,400.27	3,570.29	3,748.80	3,936.24	4,133.05	4,339.70	4,556.69	4,784.52	5,074.67
	Grade 2	3,044.80	3,197.04	3,356.89	3,524.74	3,700.98	3,886.03	4,080.33	4,284.34	4,498.56	4,723.49	4,959.66	5,207.65	5,468.03	5,741.43	6,089.61
	Grade 3	3,298.54	3,463.46	3,636.64	3,818.47	4,009.39	4,209.86	4,420.35	4,641.37	4,873.44	5,117.11	5,372.97	5,641.62	5,923.70	6,219.88	6,597.07
2019	Grade 1	30,448.03	31,970.43	33,568.95	35,247.40	37,009.77	38,860.25	40,803.27	42,843.43	44,985.60	47,234.88	49,596.63	52,076.46	54,680.28	57,414.29	60,896.05
	Grade 2	36,537.63	38,364.51	40,282.74	42,296.88	44,411.72	46,632.30	48,963.92	51,412.12	53,982.72	56,681.86	59,515.95	62,491.75	65,616.34	68,897.15	73,075.26
	Grade 3	39,582.43	41,561.56	43,639.63	45,821.61	48,112.70	50,518.33	53,044.25	55,696.46	58,481.28	61,405.35	64,475.61	67,699.39	71,084.36	74,638.58	79,164.87

SCHEDULE III

UNIFORMS

Uniforms will be issued to employees as follows:

Permanent employees in the Generation Department

Seven (7) Polo Shirts

Permanent employees in the T&D Department

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

Office and Monthly Paid Employees

Ladies Five (5) uniforms

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

Stores Clerk & Storekeeper

Seven (7) shirts and five (5) trousers

Artisans

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

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

SCHEDULE IV

PROTECTIVE CLOTHING

Protective clothing will be issued to employees as follows:

Permanent employees in the Generation Department

Protective shoes	(as and when required)
Four pairs overalls per annum	
Ear protectors	
Safety gloves	(as required)
Hard hats	(one per employee)
Protective mask	(as and when required)
Eye protection	(as and when required)

Permanent employees in the T&D Department

Eye protection	
Protective shoes	(as and when required)
Hard hat	(one per employee)
Five shirts and four pairs of trousers	
One set climbing gear and belts for climbers	(as and when required)
Two pairs safety boots	(as and when required)
One pair climbing boots (Linemen only)	(as and when required)
One pair Wellington boots	(as and when required)
One pair safety gloves	(as and when required)
One pair LV insulated gloves	(as and when required)

Office and Monthly Paid Employees

Ladies	(five uniforms per annum)
Gents	(five shirts and four pairs of trousers)

Office Attendants

Two dusters	(as and when required)
One umbrella	(as and when required)
One raincoat	(as and when required)
One pair of shoes	(as and when required)

Stores Clerk & Storekeeper

Five shirts and four trousers

Two dust coats (as and when required)
 Protective mask
 Eye protection (as and when required)

Customs Clerk

One raincoat (as and when required)
 One umbrella
 One pair shoes (as and when required)

Artisans

Two dust coats (as and when required)
 Protective shoes (as and when required)
 Safety gloves (as required)
 Hard hats (one per employee)
 Protective mask (as and when required)
 Eye protection (as and when required)
 One raincoat (as and when required)
 One pair Wellington boots (as and when required)
 Five shirts and four pairs of trousers

All employees will be expected to wear issued wear to work.
 Generally protective wear will be replaced through normal wear but any willful damage will be repaired/replaced at cost to the employee.

Used wear must be made available for inspection before replacement.

SCHEDULE V

A GUIDE TO DISCIPLINARY MEASURES APPLICABLE TO CERTAIN TYPES OF OFFENCES

		FIRST OFFENCE	SECOND OFFENCE	THIRD OFFENCE
1.	Insubordination (a) Light (b) Serious	Warning Dismissal	Suspension	Dismissal
2.	Under influence of alcohol	Suspension/Dismissal	Dismissal	
3.	Bringing liquor on the job	Dismissal		
4.	Absent without permission	Warning	Warning	Suspension/Dismissal
5.	Absent without permission for three consecutive days	Suspension	Dismissal	
6.	Inciting employees to disorder, etc.	Dismissal		
7.	Failure to observe safety precautions	Warning/Suspension/Dismissal	Warning/Suspension/Dismissal	Dismissal
8.	Stealing Company property	Dismissal		
9.	Gambling	Warning	Suspension/Dismissal	Dismissal
10.	Causing damage to Company property (a) Intentionally (b) Negligence (c) Failing to report	Dismissal Warning Warning/Suspension/Dismissal	Dismissal	
11.	Idling or sleeping on the job	Warning/Suspension/Dismissal	Suspension/Dismissal	Dismissal
12.	Immoral conduct	Dismissal		
13.	Using Company equipment without permission	Warning/Suspension/Dismissal	Dismissal	
14.	Not wearing protective clothing issued under Clause 11	Warning	Suspension	Dismissal
15.	Negligence resulting in loss or damage to Company property (a) Gross (b) Minor	Dismissal Warning	Suspension	Dismissal

SCHEDULE VI

CONSTITUTION OF WORK COMMITTEE

1. The Committee shall be called the ST. LUCIA ELECTRICITY SERVICES LIMITED WORKS COMMITTEE.

2. **OBJECT**

To provide a regular method of consultation between the Management and the employees on matters of mutual interest, in order to prevent friction and misunderstanding and to secure the fullest measure of co-operation in the mutual interest of both parties.

3. **FUNCTIONS**

1. The functions of the Committee shall be advisory only and shall include discussions of the following:
 - (a) Promotion of physical welfare and improvement of working conditions such as, provisions of drinking water, lavatory, washing and cloakroom accommodation; lighting and ventilation;
 - (b) Suggestions for improvements in method and organisation of work and the testing of suggestions; general efficiency;
 - (c) Accident prevention; safety devices and other precautions, investigation of accidents and their cause;
 - (d) Training, technical library, apprentice training;
 - (e) General welfare programme (including promotion of physical welfare of employees);
 - (f) Dealing with day-to-day problems which may not be suitable for processing through the Grievance Procedure of the Collective Agreement.
2. Action shall be taken, whenever practicable, to follow upon the recommendations of the Works Committee within one month after they are made.

4. **MEMBERSHIP AND MEETINGS**

1. Membership: The Committee shall consist of not more than five (5) representatives of Management and six (6) employees as hereinafter provided.
2. Attendance: Any member who is absent without reason from three or more consecutive meetings will, at the discretion of the Committee, cease to be a representative on the Committee. The vacancy then arising would automatically be covered by Rule 9, wherein nominations would be received from the department concerned to elect a successor.

5. **CO-OPTION**

The Committee shall have the right to co-opt representatives of particular departments or sections of departments affected by a question under discussion and not directly represented on the Committee. The addition shall be made only for the period during which the question affecting the particular departments or sections of departments is before the Committee.

6. **ELECTION OF EMPLOYEE REPRESENTATIVES**

1. Representatives shall be elected as follows:
 - (i) Transmission & Distribution Department
North/System Control including Tel. Operators 1 representative
South 1 representative
 - (ii) Generation Department
Fitters/Electricians/Clerks/Garage 1 representative
Shift Attendants 1 representative
 - (iii) Planning & Projects and Others
Artisans/Stores/Purchasing/Cleaners 1 representative
 - (iv) Administration
Clerical/Accounts/Customer Service/Personnel & Training/ 1 representative
Information Systems
2. Subsequent elections shall take place in the first week of February every two years to fill the vacancies caused by the retirement of members provided for in Rule 8.
3. All employees over the age of 18 who have been employed for at least one year by the Company are entitled to stand for election. All employees on the payroll at the time of election shall be entitled to vote.

4. Not earlier than 21 days or later than 10 days before the election, the Secretary shall post a notice in each department where a vacancy exists and nominations with the names of the proposer and seconder and the nominee's consent to serve if elected shall be sent to the Secretary three days before the date of election.

5. The election shall be by ballot.

7. **OFFICERS**

The Management shall appoint the Secretary and the first Chairman of the Works Committee. The Vice Chairman shall be chosen from among the elected members of the Committee. Thereafter, the positions of Chairman and Vice Chairman shall respectively alternate every year between the Management and workers' side of the Works Committee.

8. **RETIREMENT**

All the elected members of the Committee shall retire every two years but shall be eligible for re-election.

9. **CASUAL VACANCIES**

In the event of a member leaving the Company or Department or resigning from the Committee, notice of the vacancy shall be posted in the department in question and nominations invited in the manner provided by Rule 6 above, and a successor shall be elected by such department within 28 days from the date of retirement.

10. **MEETINGS**

Ordinary meetings shall be held at least once every two months during working hours on the second Tuesday in the month in which it falls due. Special meetings shall be convened by the Chairman at any time or by the written request of all the employees' representatives or the Managing Director of the Company on behalf of the representatives of the Management side (as the case may be). Meetings shall not exceed one (1) hour in duration, as far as the Company's time is concerned.

1. An Agenda of the business to be transacted at a meeting shall be distributed beforehand to each member of the Committee, and no matters may be dealt with other than those appearing on such Agenda on the ruling of the Chairman;

2. Five members including at least three (3) Management Representatives shall form a quorum;

3. There shall be an annual general meeting at which a report of the year's work of the Committee shall be presented.

11. **ALTERATION OF RULES**

No alterations of these rules shall be made except at an Annual General Meeting (notice of the proposed alteration having been given with notice of meeting) or at a special meeting called at the request of the Managing Director or all the employees' representatives.

12. **INFORMATION ON MEETINGS**

A summary of the minutes of each meeting shall be posted on all notice boards within ten (10) days of the meeting.

the above named person for the purpose of the above named person to receive and to execute a

POWER OF ATTORNEY

wherein I have named the above named person as my attorney-in-fact and I have given him full power and authority to execute and to deliver in my name and on my behalf all such instruments and documents as may be required for the purpose of the above named person to receive and to execute a

F. H.

POWER OF ATTORNEY