COLLECTIVE AGREEMENT

BETWEEN

THE GOVERNMENT OF SAINT LUCIA

AND

ST. LUCIA TEACHERS' UNION

FOR THE PERIODS

APRIL 01, 2001TO MARCH 31, 2004

AGREEMENT

BETWEEN

THE GOVERNMENT OF ST. LUCIA

(Hereinafter referred to as the Employer)

<u>AND</u>

THE ST. LUCIA TEACHER'S UNION

(Hereinafter referred to as the Union)

ARTICLE I <u>TITLE</u>

This Agreement entered into this first day of April, 2001 between **The Government of St. Lucia**, hereinafter called <u>**THE EMPLOYER**</u>, and the **St. Lucia Teachers' Union**, hereinafter called <u>**The Union**</u>, for and on behalf of those Employees in education employed with the Government in the Teaching Service.

ARTICLE II PURPOSE

This Agreement has been entered into for the following purposes: -

- (a) To maintain orderly collective bargaining relations between the Employer and the Union;
- (b) To promote the mutual interests of the Employer and its Employees;
- (c) To achieve the highest level of employee performance consistent with good health and safety;
- (d) To establish salaries, wages and conditions of employment consistent with the salaries, wages and conditions of work in the area of positions of comparable duties and responsibilities;
- (e) To provide for the establishment of procedures for the expeditious settlement of

grievances binding the Employer and the Union, thus ensuring that work shall proceed without interruption, pending the investigation and/or settlement of grievances and disputes.

ARTICLE III COMMON INTERESTS

The Employer and the Union, recognising their common interest in the preservation of stability in the operation of the Education Sector, declare both jointly and severally that the efforts of both parties will be directed primarily to compliance with the provisions of this Agreement at all times and in all aspects, and to use their best endeavour towards the promotion of such stability in the interest of the Education Sector, for the security of the jobs of the Employees in education and for the maintenance of goodwill between the Employer and its Employees.

ARTICLE IV UNION RECOGNITION

- 1. The Employer recognises the St. Lucia Teachers' Union as the sole Collective Bargaining Representative for the employees covered by this Agreement.
- 2. The Persons, covered by this Agreement shall be:

All teachers, Principals and Professional Staff employed in the Teaching Service through the Teaching Service Commission.

ARTICLE V UNION RIGHTS AND FUNCTIONS

- 1. Within the limits of this Agreement and/or local legislation the Union shall have the right to exercise the functions of a Trade Union.
- 2. The Employer agrees to afford all reasonable assistance to the Union to enable it to carry out its legitimate functions.
- 3. The Union shall keep the Employer informed of the names of its Officials and Shop Stewards representing the employees. All Shop Stewards will themselves be members of the Union; not more than two (2) shall be appointed to any one school provided that no more that one (1) Shop Steward shall be appointed in any school with fewer than ten (10) employees.
- 4. The Employer agrees that "time off" from duty shall be granted by the Permanent Secretary to the Union's officials (Executive officials, Branch officers and Shop Stewards) to attend to matters directly affecting the Union's members. To facilitate this, the Permanent Secretary may delegate this authority to Principals and/or District Education Officers.
 - 5. The Employer grants the Union Officials admittance to any school or department during the normal working hours to investigate specific complaints from employees, and/or for

consultation with members provided that a mutually acceptable time is arranged with the Head of the School.

- 6. The Head of the School shall co-operate with the Union in its under-takings, but the Employer reserves the right to appoint a representative (s) to be in attendance during the visit.
- 7. The Employer agrees that notice of the suspension or dismissal of an employee for a cause shall be given in writing and copied to the Union.

ARTICLE VI EMPLOYER'S RIGHTS

- 1. The Union recognises that it is the right of the Employer to exercise the regular and customary functions of management to direct the work force to ensure that the purpose(s) of their employment are fulfilled expeditiously, effectively and efficiently.
- 2. The Employer agrees to copy to the Union all circulars to Ministries, Schools and Departments affecting the Employees. Likewise, the Union agrees to copy to the Employer all circulars to its membership affecting the Employer.
- 3. These rights shall be construed within the limits of the Constitution, the Laws of the State and this Collective Agreement.

ARTICLE VII <u>EMPLOYEES' RIGHTS</u>

- 1. The Employer agrees that the employee will enjoy equitable safeguards at each stage of any disciplinary procedure, and in particular:
 - (a) The right to be informed in writing of allegations and the grounds for them and copied to the Union provided the employee is a member of the Union;
 - (b) The right to full access to the evidence in the case;
 - (c) The right to defend himself and to be defended by a representative of his choice,
 - (d) Adequate time being given to the employee for the preparation of his defence;
 - (e) The right to be informed in writing of decisions reached and the reason for them;
 - (f) The right to appeal to clearly designated, competent authorities or bodies.
- 2. The Employer agrees to provide every employee with a letter of appointment.
- 3. The Employer shall provide a definition of the work of employees; this work shall be set out in job descriptions.
- 4. The Employer agrees that every teacher shall have the right to be a member of the St.

Lucia Teachers Union and to participate in the lawful activities of the Union.

- 5. The Employer agrees that no teacher shall be discriminated against on the basis of ethnicity, association, gender or physical disability.
- 6. The Employer agrees to assist the Teachers' Union in providing Services for teachers whether they are members or non-members of the Union.

ARTICLE VII FILLING OF VACANCIES

- 1. The Employer, whenever possible, will continue to fill all vacant posts within the Teaching Service by promoting staff within the services, provided that such staff are available, who possess the qualification and/or experience required to fill the vacant posts.
- 2. All new senior and supervisory appointments shall be published in the Gazette.

ARTICLE IX <u>GRIEVANCE PROCEDURE</u>

- 1. This Article provides the procedure for dealing with requests, complaints and differences as they may arise from time-to-time in the work place.
- 2. Any grievance as defined herein, initiated by an employee or group of employees, shall be handled in accordance with this grievance procedure.
- 3. A grievance is defined as a claim or dispute with the <u>Employer</u> by an Employee or <u>Employees</u>, involving alleged violation by <u>the Employer of the terms of this Agreement</u>. When any grievance arises, there shall be no interruption of work or other violation of this Agreement of any kind on account thereof, but the same shall be settled as promptly as possibly in the following manner: -
 - (a) The request, complaint or difference shall first be discussed by the employee or employees concerned, with their principals, within forty-eight (48) hours.
 - (b) After the procedure laid down in section 3(a) of this Article has been carried out, and if no satisfactory settlement has been arrived at, the representative of the Union shall discuss the matter with the principals within forty-eight (48) hours.
 - (c) After the procedure laid down in section 3(b) of this Article has been carried out, and if no satisfactory settlement has been arrived at, the representative of the Union shall discuss the matter with the Department Head of the Ministry within forty-eight (48) hours.
 - (d) After the procedure laid down in section 3(c) of this Article has been carried out, and if no satisfactory settlement has been arrived at, the representative of the Union shall discuss the matter with the Permanent Secretary within forty-eight (48) hours.

- (e) After the procedure laid down in section 3(d) of this Article has been carried out, and if no satisfactory settlement has been arrived at, the Union shall be received by representatives of the Ministry within four (4) days. They shall meet with a view to reaching a mutually acceptable settlement.
- (f) If no settlement of the grievance(s) is/are reached at the meeting held under section 3(e) of this Article, either party may refer the matter(s) to the Labour Commissioner for conciliation.
- (g) If no settlement of the grievance(s) is/are reached at the meeting held under Section 3(f) of this Article, either party may refer the matter(s) to the Minister of Labour for mediation.
- 4. Nothing in the foregoing shall be construed to prevent the Employer from presenting to the Union any grievance for disposition through the appropriate steps of the grievance procedure.
- 5. In no case will the Employees of the Ministry withhold their labour or strike, indulge in go-slow, a demonstration, or organised disturbance unless the grievance procedures outlined above have been exhausted to the fullest without settlement. In like manner, the Employer shall not enforce any lockouts on its Employees until the above procedures have been exhausted without settlement.

ARTICLE X UNION MEMBERSHIP

- 1. All Employees are eligible to become and remain members in good standing of the Union.
- 2. The Employer agrees to acquaint new Employees with the terms and conditions of the Collective Agreement.
- 3. Deductions shall cease to be made when the authorisation is cancelled in writing by the individual employee concerned and copied to the Secretary of the Union. Such cancellation shall not take effect until the expiration of fifteen (15) days thereafter.

ARTICLE XI AGENCY FEE

1. The Employer shall deduct from the salary of each Employee covered by this agreement and who shall have filed with the Employer their written individual consent for the said purpose the monthly dues levied by the Union on each employee who is a member of the Union.

ARTICLE XII CONSULTATION

1. In order to maintain and further the harmonious relationship between the Employer and Employees, there shall be regular dialogue/meetings between the Union and the Ministry

of Education officials to whom this Agreement directly relates, on matters pertaining to redundancies, changes in working conditions, hours of work, staffing and restructuring etc. and other matters affecting the Teaching Service.

ARTICLE XIII LEAVE FOR TRADE UNION ACTIVITIES

- 1. The Employer will grant "time off" with pay to the Employee who is required to participate in any Trade Union Education Activity such as Seminars, Conferences, Courses, etc. provided there is no major disruption of the operations of the School or Department.
- 2. In every case, the Union will give the Employer adequate and reasonable notice that the Employee has been selected by the Union for participation in such activity.

ARTICLE XIV <u>FUNERAL LEAVE</u>

- 1. Three (3) working days leave of absence with full pay shall be granted to an Employee on the death of a close relative to attend or to make arrangements for the funeral locally.
- 2. In case of the death overseas of a close relative, up to seven (7) working days leave of absence with full pay shall be granted to an Employee who is required to leave the state to make funeral arrangements as a result of such death.
- 3. Any additional leave requested with or without pay may be granted at the sole discretion of the Employer.
- 4. For the purpose of this Article, close relatives include Grand parents, Foster parents, spouse, sister, brother, child, parents-in-law or any person who at the time of death is a closely associated member of the household and resident in that household.
- 5. The Employee must furnish satisfactory proof of the death to the Employer. If the death occurred overseas, the Employee must provide satisfactory proof of travel arrangements to the Employer.

ARTICLE XV MATERNITY LEAVE

- 1. Female Employees in education shall be entitled to a period of maternity leave of thirteen (13) weeks with full pay as follows:
 - (a) An application for maternity leave must be accompanied by a medical certificate from a registered medical practitioner and shall be submitted no later than four (4) weeks before and not earlier than six (6) weeks before the presumed week of confinement.
 - (b) The Employee concerned shall proceed on maternity leave at least six (6) weeks before, and not later than four (4) weeks before the presumed week of confinement.

- (c) A period of maternity leave shall include both pre- and post-natal periods of confinement.
- 2. Extra maternity leave with pay may be granted at the discretion of the Employer, in which case the Employer shall obtain a report from a Medical Practitioner before taking a decision.
- 3. In cases where the Employee's salary exceeds the maximum limit stipulated by the National Insurance Scheme NIS, the Employer shall pay the balance of her salary to which such a worker is entitled.

ARTICLE XVI SICK LEAVE

- 1. The Employer will provide sick leave with pay to each employee including the first two (2) days' uncertified sick leave.
- 2. In order to be eligible for sick leave with pay, the employee must notify his/her Principal as soon as possible that he/she will not be attending work. If for any other reason this is not practicable, the Employee must notify the Principal as soon as possible thereafter, and within the hours for which the Employee is scheduled to report for work.
- 3. Sick absences of two (2) days or less need not be supported by a medical certificate from a registered medical practitioner.
- 4. Where sickness extends beyond two (2) days, the Employee must produce a certificate from a registered medical practitioner on the third day. At the expiration of the sick leave granted by the doctor, should the worker be unable to resume his or her duties, a further doctor's certificate, signed by the same medical practitioner, must be sent not later than the date on which the previous certificate expired.

ARTICLE XVII STUDY LEAVE

- 1. Employees with less than five (5) years' service are not eligible for study leave with pay. An employee may qualify for study leave without pay after serving for three (3) years.
- 2. Employees with five to ten years' service shall be eligible to receive study leave with full salary for the first year and 60% salary for the remainder of the course.
- 3. Employees with over ten (10) years service shall be eligible to receive study leave with full salary for the first year and 3/4 (75%) salary for the remainder of the course.
- 4. Employees are required to report for duties in the Ministry/Department to which they are appointed or where otherwise assigned by the Permanent Secretary, Education for a minimum period of two (2) months during the summer vacation for which officers will be remunerated.

- 5. Where employees must remain overseas or are for other justifiable reasons unable to report for duty prior permission must be sought in writing from the Permanent Secretary, Education in sufficient time to allow such permission to be granted before commencement of the summer vacation period.
- 6. Where Employees fail to report for duty without having received prior permission, they will be deemed to be for the two (2) month period stipulated on study leave without pay.

The following measures will therefore apply:

- (a) The deduction of the appropriate number of working days leave entitlement of the Employee.
- (b) Upon the resumption of duties by the Employee upon completion of training, the deduction of the equivalent of two (2) months salary in twelve (12) monthly instalments.
- (c) A combination of both (a) and (b).
- 7. An Employee on study leave will be paid one (1) month of the vacation and payment for the remainder would depend on whether the Employee reports to work or not.
- 8. Teachers who undertake training which equip them with skills and knowledge that facilitate increased productivity and performance in the execution of their duties will receive at least 50% reimbursement of tuition fees upon successful completion of training in accordance with the tuition refund policy of Government.

ARTICLE XVIIILEAVE OF ABSENCE

- 1. Leave of absence, without pay, requested by an Employee for personal reasons may be granted by the Employer in its sole and exclusive judgement in accordance with existing regulations, and no such leave of absence granted in any one case shall constitute a precedent binding upon the Employer in any other case.
- 2. Applications for leave of absence without pay shall be in writing and shall set forth the specific reasons for and the exact length of leave requested.

ARTICLE XIX SABBATICAL LEAVE

- 1. Teachers who are citizens and who have been on permanent appointment for a minimum of 10 years consecutively in the first instance shall be eligible for sabbatical.
- 2. Thereafter, such teachers become eligible for sabbatical leave after every seven (7) years, provided that a teacher goes on sabbatical leave no more than three (3) times.
- 3. Sabbatical leave will be granted to at least six (6) teachers per school year.

- 4. Teachers who are awarded sabbatical leave would be required to give post sabbatical leave service in accordance with the Study leave Policy Schedule.
- 5. Sabbatical leave will be awarded for one (1) term duration.
- 6. Only teachers of consistently above average performance will be considered for sabbatical leave.
- 7. In the selection process, priority will be given to long serving teachers.
- 8. Sabbatical leave will be awarded for training, professional development, research and any other reason deemed appropriate by the body approving the award of sabbatical.
- 9. Teachers who are awarded a sabbatical will submit a report to the Ministry of Education at the end of the period of the sabbatical.
- 10. The award of sabbaticals will be the responsibility of a committee comprising representatives of the Ministry of Education and the St. Lucia Teachers' Union.
- 11. The Sabbatical Committee will continuously review the sabbatical leave provision on the basis of action research.
- 12. The sabbatical leave provision shall become effective from the date the Agreement is signed.

ARTICLE XX SPECIAL LEAVE

- (1) Special leave with full pay not exceeding five (5) working days per school year shall be granted to teachers for urgent and private affairs.
- (2) Special leave with full pay shall be granted to teachers to attend meetings that are approved by the Ministry of Education.
- (3) Other special leave may be granted at the discretion of the Ministry of Education.

ARTICLE XXI DRINKING WATER AND TOILET FACILITY

- 1. The Employer shall use its best endeavour to provide every work place with sufficient and suitable sanitary conveniences. These include: -
 - (a) A toilet and wash basin for no more than every ten (10) employees;
 - (b) Separate and enclosed accommodation for each sex;
 - (c) Accommodation, which is adequately lighted and ventilated.
- 2. The Employer agrees to provide each work place with janitorial services (janitor) responsible

for the general cleanliness of sanitary conveniences, classrooms and offices.

3. It is agreed that the Employer will provide every work place with adequate supplies of wholesome drinking water from sources approved by the Medical Officer of Health.

ARTICLE XXII HEALTH AND (SAFETY) SECURITY & ENVIRONMENT

- 1. The Employer agrees to provide and maintain safe means of access to and egress from place of work.
- 2. The Employer shall ensure, so far as is reasonably practicable, that risks of accident and injury to health do not arise as a result of the handling, storage, use and disposal of dangerous substances.
- 3. The Employer agrees to provide all Employees with suitable seats with backrests and an appropriate desk.
- 4. Protective gear and/or clothing shall remain the property of the Employer and replacements will be made on surrender of the previous issue.
- 5. (a) The Employer will endeavour to provide separate sick bays for male and female students and a First Aid Kit in all work places.
 - (b) In addition, the Employer agrees to provide a teacher with first aid training to manage and monitor the sick bay.
- 6. The Employer will endeavour to provide adequate fencing and security at every work place.
- 7. The Employer will endeavour to ensure that school premises are properly maintained, so as not to threaten in any way the health and safety of pupils and teachers.
- 8. The Employer agrees that in providing new or additional accommodation for an existing school, the Union, the Principal and staff of the school concerned should be consulted.

ARTICLE XXIII INSURANCE COVERAGE

- 1. The Employer agrees to adequately compensate Employees who receive injury or illness as a direct result of performing their duty. Such compensation shall include among other things, payment for all medical bills and other costs incurred as a result of the injury or accident.
- 2. The Employer agrees to provide Insurance Coverage for all employees to protect the employee against the consequences of injuries suffered from students not only during teaching at school but also when engaged in school activities away from the schools premises or grounds.

ARTICLE XXIV TRANSFER ON MEDICAL GROUNDS

- 1. An Employee who is required to seek a change in his/her working condition/environment upon a recommendation by a Medical Practitioner shall be given due consideration by the employer for transfer to another school or department of the Teaching or Public Service, provided that such transfer is supported by a recommendation of a Medical Board.
- 2. Where a transfer has been effected as per above paragraph (XXI.1) the Employee who is transferred shall enjoy such rights and privileges and is also entitled to promotion as provided for in the new post, provided they meet the benchmark qualifications for such post.

ARTICLE XXV PERSONAL FILES

- 1. A copy of all Appraisal Forms and Reports, whether adverse or not, shall be read and signed by the Employee before submission to the Ministry of Education by the Principal and other Officials, provided that in cases where the Employee objects to signing, or comment on the report such objection shall be noted by the Principal.
- 2. The Employee shall have the right to object, in writing, and that such objection will form part of the Employee's personal file.

ARTICLE XXVI TRAINING

- 1. The Employer will endeavour to provide adequate training and retraining opportunities to each employee for the performance of his or her duties and responsibilities.
- 2. Conflict Resolution Education

The employer agrees to implement programmes to train teachers in methods of conflict resolution at least one (1) teacher per school year.

3. The employer will make every effort to provide Internet access to all schools.

ARTICLE XXVII ALLOWANCES

- 1. Where an Employee is transferred (other than at his own volition or for disciplinary reasons) to a School or Department which is remote from his normal place of residence and which entails significant travel costs, a special travel allowance shall be granted to such Employee.
- 2. Employees who work in Schools or Department which are remote from their normal place of residence and which entails the setting up of residence shall be provided with an inducement allowance on application to the Ministry of Education. Such allowance is to be in accordance with Civil Service rules.

- 3. Increments to employees will be paid on the basis of qualifications, experience, responsibility and performance in the job.
- 4. The Employer agrees to pay casual mileage to the Principal or designated teacher, on certification by the Chief Education Officer, in accordance with existing regulations.
- 5. In the event that a teacher is called upon to perform duties by the principal during the luncheon interval, provision shall be made for the teacher to have the requisite time for lunch. The lunch hour will be staggered to allow for supervision.
- 6. When an employee is required to remain on duty for at least three (3) hours beyond the time that he was scheduled to, he shall be entitled to receive a meal allowance in relation to the following events: national rallies, sporting events and other activities approved by the Chief Education Officer. A minimum of fifteen (15) minutes will be permitted at the start of such additional duty as described above for the purpose of taking a meal or for 'recharging'.
- 7. Employees who are required to work away from their base outside their education districts and who because of the nature of work assigned to them are unable to return to their schools for their midday meal, shall be paid a meal allowance, where no alternative provisions are made by or on behalf of the Employer.

ARTICLE XXV III STAFFING

- 1. Allocation of staff for Schools shall be based on the number of pupils enrolled.
 - (a) Because class size should be such as to permit the teacher to give the pupils individual attention, the Employer agrees that the ratio for the allocation of staff is one teacher for thirty-five (35) pupils in primary and one teacher for every twenty (20) pupils in secondary school.
- 2. The Employer agrees to provide specialist teachers to cater for the overall development of the pupils. These will include Music, Physical Education, Arts and Craft, Home Economics, Agriculture and Industrial Arts and other areas as deemed necessary.
- 3. Where it is necessary for a school to have additional teachers to do remedial work, this may be granted after consultation between the Principal and the Ministry of Education.
- 4. With a view to enabling teachers to concentrate on their professional tasks, the employer agrees to provide all schools with ancillary staff to perform non-teaching duties.
- 5. The employer will make every effort to provide all schools with the necessary equipment, supplies and personnel at least two (2) weeks before the commencement of each school year to prevent delays, stress and frustration upon the commencement of school.

ARTICLE XXIX DEPUTY PRINCIPALS AND ACTING APPOINTMENTS

Deputy Principals

1. In every school there shall be appointed a Deputy Principal responsible for some assigned day-to-day duties and responsibilities of administration and supervision of the school where enrolment exceeds 500.

Acting Appointments

- 1. ALL acting appointments shall be in writing.
- 2. If an Employee in a lower classification is instructed to replace an Employee in a higher classification in the teaching service, and to perform that Employee's duties for a temporary period of more than one (1) month, he/she shall receive an allowance of half the difference between their substantive salaries, or the minimum of the scale of the post in which he/she is acting, whichever is the higher. However, where an Employee has acted in the position before, if called to act subsequently, then acting pay shall apply from the first day of the acting appointment.
- 3. Where an acting appointment has been made as a result of resignation, death, dismissal or retirement of the former holder of the post, the post should be advertised and filled within one (1) year of the acting appointment.

ARTICLE XXX SECRETARIAL SERVICES

1. The Employer agrees to provide infant, primary and secondary schools with secretarial and office services necessary for the teacher to perform assigned duties.

ARTICLE XXXI RETIREMENT

1. The Employer shall grant retirement benefits in accordance with Pensions (Amendment) Act No. 1 of 1999, Section 6 (10 a) and (10 b).

ARTICLE XXXII JOB DESCRIPTION/CLASSIFICATION

1. The Employer agrees to provide job descriptions to all categories of employees upon first appointment to the post.

ARTICLE XXXIII TECHNICAL INFORMATION

1. The Employer shall provide to the Union on request, if available, information required by the Union such as Job Description, Seniority List, Job Classification, Salary Rates, criteria for job evaluation, financial and actual information pertaining to pension and welfare plans.

ARTICLE XXXIV BARGAINING RELATIONS

1. The Union shall have the right at any time to have the assistance of Representatives of any recognised Trade Union - National, Regional or International - when dealing or negotiating with the Employer. (Such representatives may be permitted to visit the Employer's premises in order to investigate and assist in the settlement of a grievance).

ARTICLE XXXV ILO CONVENTIONS

1. The Employer agrees to adhere to all ILO Conventions signed by the Government of St. Lucia.

ARTICLE XXXVI SALARIES

1. The Employer agrees to pay the rates of salary increases for the period 1st April, 2001 to 31st March, 2004 as follows:

1st April, 2001- 31st March, 2002 -	(one time payment of \$850)
1st April, 2002 - 31st March, 2003	- 1%
1st April, 2003 - 31st March, 2004	- 2%

- 2. Since incentives are essential ingredients of sound industrial relations practice, nothing in this Agreement will preclude the Employer from granting cash or other awards or incentives to Employees, as recognition and appreciation of performance above and beyond the normal requirements of their position.
- 3. The Employer reserves the right to grant an increase in pay to any Employee who has been given increased responsibilities, even though such responsibilities do not warrant an immediate change in the classification title of the Employee.

ARTICLE XXXVII PERIOD OF AGREEMENT

1. This Agreement shall take effect from the 1st April, 2001 unless revised by mutual consent and shall continue in force until 31st March, 2004.

ARTICLE XXXVIII RENEWAL, AMENDMENT AND TERMINATION OF THIS AGREEMENT

- 1. In the event of either party wishing to renew, terminate or amend this Agreement, three (3) months' notice, in writing, shall be given by either party.
- 2. Where such notice relates to amendment this Agreement, the proposed amendment(s) shall be attached to the notice, but such amendment, if agreed upon, shall not become effective before the expiry of three months' notice.

- 3. Where the notice seeks to alter, amend or modify this Agreement, full details of the proposals must be attached to the notice.
- 4. Any such proposals, even if subsequently adopted, shall not become operative until expiry of three months' notice or a date to be negotiated, taking all circumstances into consideration.
- 5. On receipt of notice for revision, there shall be a joint meeting between the Employer and the Union within twenty-one (21) days, or such period as may be mutually agreed. Failing settlement, either party may refer the matter in dispute to the Labour Commissioner for conciliation.
- 6. In no case will the Employees withhold their Labour, strike, or indulge in a go-slow, a demonstration or organised disturbance unless the procedures outlined above have been exhausted to the fullest without settlement. In like manner, the Employer shall not enforce any lockouts of its Employees until the above procedures have been exhausted without settlement.

<u>In witness whereof</u> the Parties have caused the Agreement to be executed in their names and on their behalf by their respective officers thereunto duly authorised as follows:

FOR AND ON BEHALF OF THE EMPLOYER	FOR AND ON BEHALF OF THE UNION
Chairperson	Urban Dolor
(Government Negotiating Team)	(President)
Permanent Secretary	Wayne Cumberbatch
Ministry of Labour Relations, Public Service and Co-operatives	General Secretary
	Shop Steward