

**COLLECTIVE AGREEMENT**

**ON**

**2011 – 2013**

**WAGES AND CONDITIONS OF SERVICE**

**FOR GOVERNMENT HOURLY, DAILY AND**

**WEEKLY-RATED EMPLOYEES**

**BETWEEN**

**THE CHIEF PERSONNEL OFFICER**

**AND**

**THE NATIONAL UNION OF GOVERNMENT**

**AND FEDERATED WORKERS**

**REPRESENTING CENTRAL GOVERNMENT  
SERVICES, THE TOBAGO HOUSE OF ASSEMBLY  
AND CERTAIN MUNICIPAL CORPORATIONS**

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**SERVICES, THE TOBAGO HOUSE OF**

**ASSEMBLY AND CERTAIN MUNICIPAL**

**CORPORATIONS**

## 1. **DEFINITIONS AND INTERPRETATIONS**

### 1.1. **Employer**

1.1.1. **'Employer'** shall mean the Chief Personnel Officer, representing Central Government Services, the Tobago House of Assembly and all Municipal Corporations (Regional Corporations) where the Union is the certified bargaining agent.

### 1.2. **Union**

1.2.1. **'Union'** shall mean the National Union of Government and Federated Workers.

### 1.3. **Employee or Worker**

1.3.1. **'Employee'** or **'Worker'** shall mean anyone employed by the said Employer referred to at 1.1. above and who is paid a weekly, daily or hourly rate.

### 1.4. **Permanent Employee/Worker**

**'Permanent Employee/Worker'** shall be interpreted in accordance with the following:

1.4.1. A permanent establishment shall be determined by the number of posts and/or occupations required for the maintenance and/or operation of the Government Services. For this purpose the number of such posts and/or occupations shall be listed by the Employer, and shall be reviewed biennially with a view to providing an efficient service to the public.

1.4.2. In the exercise of the foregoing responsibility of the Employer, the Union shall have the right to make representations to the Employer who may take into consideration such representations in determining the number of workers required for the establishment.

1.4.3. These posts and/or occupations having been established, the names of the workers for various posts and/or occupations shall be determined in agreement with the Union. Such workers shall be deemed permanent workers.

1.4.4. In the event of the death, retirement or resignation of a permanent employee, the vacancy created shall be filled temporarily by the Employer after agreement with the Union pending the biennial review of the permanent establishment.

1.4.5. Where it is established that the number of posts and/or occupations which are required for the maintenance and/or operation of the service undertaken by the Employer are inadequate for its efficient operation, the Employer shall take immediate steps in accordance with 1.4.1. and 1.4.2. above to ensure the maintenance of an adequate and efficient service.

1.5. **Regular Worker**

1.5.1. Any worker employed with the Central Government, the Tobago House of Assembly or Municipal Corporations (Regional Corporations) for a period of two or more effective years shall be deemed a **Regular Worker** provided that where the worker absents himself/herself without leave for three (3) or more consecutive non-effective years of 156 days or less, he/she would have cancelled his/her previous service for purposes of qualifying as a regular employee.

1.6. **Effective Year's Service**

1.6.1. An employee shall be deemed to have an effective year's service if he/she has worked for at least 200 days in any given twelve (12) month period.

1.7. **Shift Worker**

1.7.1 A **Shift Worker** shall mean an employee who works on shifts which rotate in immediate succession and cover a period of twenty-four (24) hours or who works on shifts which alternate, overlap or are stationary (fixed) and cover a portion, only of twenty-four (24) hours.

1.7.2 For the purpose of payment of shift premium, 'shift' shall mean both stationary (fixed) or rotating shifts.

1.8. **Work Centres and Work Areas**

1.8.1 A '**Work Centre**' shall mean a fixed workshop or place where an employee reports for duty and works daily.

1.8.2 For an employee who has no fixed workshop or place, a '**Work Area**' shall be defined as comprising an area with a radius of three (3) miles (4.827 kilometres) from a point determined mutually between the Employer and the Union. The list of work centres and work areas is subject to revision between the Employer and the Union as listed in accordance with the provision at Article 27 WORK CENTRES AND WORK AREAS.

1.9. **Public Holiday**

1.9.1 '**Public Holiday**' shall mean all Public Holidays existing and proclaimed by the Government of the Republic of Trinidad and Tobago.

1.10. **Full Pay**

1.10.1 '**Full Pay**' shall mean the pay which a worker will earn for the normal working time on any day, or for any period in respect of which payment is to be made, calculated in accordance with the wage rates specified in the wages schedule, including cost of living allowance.

1.11. **Seniority**

1.11.1 '**Seniority**' shall be by work classification and shall accrue from the date of entering a classification.

- 1.11.2 Workers who are promoted from one classification to the next, shall continue to accrue seniority in any previous classification from which promoted and if affected by lay-off, may exercise their seniority in any of their former classifications.

1.12 **Classification Seniority**

- 1.12.1 Classification Seniority shall govern in the case of vacancies, lay-offs and promotions subject to the provisions under Article 20 PROMOTION POLICY.
- 1.12.2 Service Seniority shall govern in the case of leave, severance pay, or any superannuation scheme that may be introduced or any such other benefit to which a worker may be entitled through service seniority.

1.13 **Seniority List drawn up by Classification**

- 1.13.1 A Seniority List shall be drawn up on the basis of Classification wherein all details of service will be recorded showing the service record of each worker in the various work classifications in which he/she may have worked during his entire period of employment. These lists shall be reviewed biennially with the Union.
- 1.13.2 Should two or more workers hold the same classification seniority date, then each worker's service seniority date shall determine his/her seniority rank in relation to the other workers holding the same classification seniority date. When the service seniority dates of such workers are the same, then the seniority order of each shall be determined by the age of each worker over the younger within the group holding the same classification seniority date.

1.14 **Age of Recruitment and Retirement**

- 1.14.1 The minimum age of recruitment of workers shall be seventeen (17) years. The provisions of Part IX – EMPLOYMENT OF YOUNG PERSONS OF THE OCCUPATIONAL SAFETY AND HEALTH ACT, 2004 shall apply when young persons are being employed. A young person is defined in the Act as a child the age of 16 years and under the age of 18 years.
- 1.14.2 The age of compulsory retirement shall be sixty (60) but a worker may exercise the option of retiring at any time after he/she has reached the age of fifty (50).

1.15 **Purpose of Agreement**

- 1.15.1. The intention and general purpose of the Agreement is to maintain good industrial relations aimed at ensuring industrial peace, efficiency and economical production.
- 1.15.2. The Employer and the Union acknowledge that it is mutually advantageous for the Employer and the workers to work together and to recognise the value of communicating, consulting and co-operating to the fullest extent on all issues that may affect the job security of workers.

2. **GENERAL HOURS OF WORK AND OTHER WORKING ARRANGEMENTS FOR SPECIFIED CATEGORIES OF WORKERS**

2.1. **Day Workers**

- 2.1.1. The normal work week shall be forty (40) hours.
- 2.1.2. The normal work day shall be eight hours from 7:00 a.m. to 4:00 p.m. (excluding meal time) Monday through Friday.
- 2.1.3. There shall be a lunch period of one (1) hour between the period 11:00 a.m. to 12:00 noon to which the worker shall be entitled.
- 2.1.4. Where the lunch hour has already been established, it is subject to change only by agreement between the Employer and the Union.
- 2.1.5. There shall be granted a rest period per normal work day of ten (10) minutes in the morning and ten (10) minutes in the afternoon. The time shall be determined by the Employer and shall be spent by the worker at his/her work site.

2.2. **Special Categories of Day Workers**

- 2.2.1. For the categories of workers listed hereunder, the normal workday, shall be six (6) hours per day Monday through Friday without loss of pay:-
  - 2.2.1.1. Workers employed on cesspits, dumps and Cesspool Emptiers.
  - 2.2.1.2. Agricultural and such other workers who are required to use insecticides and pesticides.
  - 2.2.1.3. Workers involved in residual or perifocal work and such other workers as are required to use insecticides and pesticides.
  - 2.2.1.4. River and Swamp Workers.

2.3. **Shift Workers**

- 2.3.1. The normal work week shall be forty (40) hours
- 2.3.2. The normal work day shall be eight (8) consecutive hours with a paid meal break of twenty-five (25) minutes to be arranged in conformity with the Employer's operations but to be given not earlier than three and one-half (3 ½) hours nor later than five and one-half (5 ½) hours after commencement of the particular shift.
- 2.3.3. The normal work hours as stipulated at 2.1., 2.2. and 2.3. above are subject to change only by agreement between the Employer and the Union.
- 2.3.4. The normal number of hours of work as stated at 2.1., 2.2. and 2.3. above represents the maximum time a worker may be required to work each day or each week within the hours specified in this Article at straight time pay.



## 2.4. **Livestock Workers**

- 2.4.1 Livestock Workers, due to the nature of their work shall be shift workers for whom Saturdays and Sundays shall be normal work days at normal rates of pay where a Saturday or a Sunday falls within the shift cycle, provided that each Livestock Worker shall be given at least two (2) Sundays off each month.
- 2.4.2 Where a Livestock Worker is required to work in excess of two (2) Sundays per month, he/she shall be paid in accordance with the provisions of 4.7.1. relating to overtime work on Sundays in respect of those Sundays in excess of two (2) per month.
- 2.4.3 Where a Livestock Worker is required to work on a rest day that is not a Public Holiday, he/she shall be paid at double times for the first eight (8) hours and treble times thereafter.
- 2.4.4 Where a Livestock Worker is required to work on a rest day that is a Public Holiday, he/she shall be paid at treble times for the first eight (8) hours. For all hours worked thereafter he/she shall be paid at four (4) times the basic rate. In addition, he/she shall be paid one day's pay at straight time for the Public Holiday.
- 2.4.5 When a Livestock Worker's rest day falls on a Public Holiday he/she shall be paid eight (8) hours at straight time for such a day.
- 2.4.6 The appropriate overtime rate shall apply whenever work is performed in excess of the normal workday.
- 2.4.7 A shift premium of \$8.00 per day shall be paid to all Livestock Workers.

## 2.5. **Watchmen**

- 2.5.1 Watchmen, due to the nature of their work shall be shift workers for whom Saturdays and Sundays shall be normal work days at normal rates of pay, where a Saturday or a Sunday falls within the shift cycle, provided that each Watchman shall be given at least two (2) Sundays off each month.
- 2.5.2 Where a Watchman is required to work in excess of two (2) Sundays per month, he shall be paid in accordance with the provisions of Article 4.7.1. relating to overtime work on Sundays in respect of those Sundays in excess of two (2) per month.
- 2.5.3 Where a Watchman is required to work on any rest day that is not a Public Holiday he shall be guaranteed eight (8) hours pay at double time and treble time thereafter.
- 2.5.4 Where a Watchman is required to work on any rest day that is a Public Holiday, he shall be paid at treble time for the first eight (8) hours. For all hours worked thereafter he shall be paid at four (4) times the basic rate. In addition he shall be paid one day's pay at straight time for the Public Holiday.
- 2.5.5 When a Watchman's rest day falls on a Public Holiday he shall be paid eight (8) hours at straight time for such a day.

- 2.5.6 Any work performed in excess of his normal work day, shall be paid for at the appropriate overtime rates.
- 2.5.7 A shift premium of \$8.00 per day shall be paid to all Watchmen.
- 2.5.8 In rural and remote areas, the work day and shift cycle of the Watchman may vary in accordance with the principle of the forty-hour work week, subject to a maximum of twelve (12) hours, after agreement with the Union.
- 2.5.9 All other terms, conditions and procedures as set out in this Agreement shall apply to Watchmen.

2.6. **Forestry Division Workers**

- 2.6.1. With effect from 31<sup>st</sup> March each year, all daily-rated workers of the Forestry Division who are required to perform fire protection duties during the annual fire season (normally from March to May) shall be deemed to be Shift Workers in accordance with Article 2.3. for a period not exceeding eight fortnights and shall, over this period, qualify for:
  - 2.6.1.1. payment of a Fire Allowance at the rate of \$21.00 per day in respect of each day worked during the fire season;
  - 2.6.1.2. payment of a Shift Premium at the rate of \$8.00 per day.
- 2.6.2. The normal hours of work of the workers involved in fire protection duties during the annual fire season (normally March to May) shall be from 9:00 am to 5:00 pm.
- 2.6.3. The normal work week shall be forty (40) hours.
- 2.6.4. The normal work day shall be eight (8) consecutive hours with a paid meal break of twenty-five (25) minutes to be arranged in conformity with the Employer's operations but to be given not earlier than three and one-half (3 ½) hours nor later than five and one-half (5 ½) hours after commencement of the particular shift.
- 2.6.5. For the workers involved in fire protection duties, Saturdays and Sundays shall be normal work days at normal rates of pay where a Saturday or a Sunday falls within the shift cycle, provided that each such worker shall be given at least two (2) Sundays off each month.
- 2.6.6. Where a worker involved in fire protection duties is required to work in excess of two (2) Sundays per month, he/she shall be paid in accordance with the provisions of 4.7.1. relating to overtime work on Sundays, in respect of those Sundays in excess of two (2) per month.
- 2.6.7. Where a worker involved in fire protection duties is required to work on any rest day that is not a Public Holiday, he/she shall be paid double time for the first eight (8) hours and treble time thereafter.
- 2.6.8. Where a worker involved in fire protection duties is required to work on any rest day that is a Public Holiday, he/she shall be paid treble time for the first eight (8) hours. For all hours worked thereafter he/she shall be paid at four (4) times the basic rate. In addition, he/she shall be paid one day's pay at straight time for the Public Holiday.

2.6.9. Where a worker's rest day falls on a Public Holiday he/she shall be paid eight (8) hours pay at straight time for such a day.

2.6.10. The appropriate overtime rate shall apply whenever work is performed in excess of the normal work day.

### 3. **LIFEGUARDS**

3.1. The position designated Lifeguard in the former Classification Structure and which was slotted in Grade 5 of the revised Grading Structure (2002 – 2004 Collective Agreement) has been reclassified Lifeguard I/II.

3.2. The position of Lifeguard I/II will be the entry point into the Lifeguard service, with the minimum requirements for the position at Level I being as follows:-

3.2.1 A Primary School Leaving Certificate or evidence of having completed three years Secondary School Education supplemented by the possession of an Award of Merit Certificate;

3.2.2 Two (2) years practical experience in protection and rescue of sea bathers/beach users gained through an approved course of training.

3.3. To advance to Level II, the worker will be required to have the Level I requirements shown above in addition to the following licences for which the Ministry of Tourism and the Tobago House of Assembly (T.H.A.) will provide the necessary training:-

- Underwater Diving Licence from a recognized institution
- Motor Launch Captain's Licence

3.4. Movement of a worker from Level I to Level II will be automatic once he/she acquires the additional licences specified at 3.3. above.

### 4. **OVERTIME**

4.1. The Employer recognises the right of the worker to prescribed periods of rest in the interest of health, productivity and job satisfaction.

4.2. It is fully recognised that increased rates of pay cannot be considered as justification for excessive work beyond normal capacity.

4.3. In order to provide adequate services to the country, workers may be required to work overtime. Where workers are required for overtime work under normal circumstances, the request shall be made on the previous day. However, in the event of an emergency no prior notice will be required.

4.4. Overtime shall be divided among the workers in their respective jobs and in their respective classifications.

4.5. Overtime is time worked before and after the normal day's work, during the lunch period, and on the worker's days off and shall be computed and paid for on the basis of each day standing by itself.

- 4.6. The rates applicable to overtime shall be as follows:
- 4.6.1. A worker who is required to continue work after his/her normal work day, shall be paid at one and one-half (1½) times the basic rate for the first four (4) hours; double time for hours worked during the next four (4) hours, and treble time for all hours worked thereafter.
  - 4.6.2. Double the basic rate for hours worked before normal working time.
  - 4.6.3. One and one-half times (1½) the basic rate for work during the lunch period and a subsequent break of thirty (30) minutes to be given not later than half an hour after the normal lunch period.

4.7. **Work performed on Saturdays and Sundays**

- 4.7.1. A worker who is required to work on a Saturday or a Sunday shall be guaranteed eight hours pay at double time and if he/she is required to work beyond eight (8) hours, he/she shall be paid at treble time for the next four (4) hours, and four (4) times thereafter.

4.8. **Work performed on Public Holidays**

- 4.8.1. A worker who is required to work on a Public Holiday shall be guaranteed a minimum of eight (8) hours pay at the appropriate overtime rate. That is, triple time for the first eight (8) hours and four (4) times thereafter.
- 4.8.2. Such payment shall be in addition to the payment for the Public Holiday.
- 4.8.3. A worker who is required to work overtime after the normal work day shall be granted a meal break of twenty (20) minutes after the first two (2) hours worked, and a further twenty (20) minutes after every subsequent continuous period of four (4) hours.
- 4.8.4. Such breaks are to be taken by arrangement between the worker and the supervisor.
- 4.8.5. A worker who is required to work on a Saturday, Sunday or Public Holiday shall be paid for a minimum of eight (8) hours at the appropriate overtime rate.

5. **PUBLIC HOLIDAY**

- 5.1 A worker who has worked on the preceding or succeeding work day, (or on his/her rostered working day immediately preceding or succeeding the Public Holiday) but who is not required to work and has not worked on the Public Holiday, shall receive a normal day's wage, i.e. eight (8) hours pay at straight time his/her hourly rate.
- 5.2 A worker who qualifies under 5.1. above but who has worked on a Public Holiday shall be paid in addition to 5.1. above, at three (3) times his/her hourly rate.
- 5.3 Where a Public Holiday falls on a shift worker's cycle, that worker shall be paid as at 5.1. above and if he/she has worked, he/she shall be paid in addition to 5.1. above at three (3) times his/her hourly rate.

- 5.4 Where a Public Holiday falls on a Saturday in the case of non-shift workers only, it shall be observed on the working day immediately preceding, in lieu of that Saturday and for all purposes of this Agreement, that Saturday shall not be regarded as a Public Holiday for such workers.
- 5.5 Where a shift worker's rest day falls on a Public Holiday he/she shall be paid eight (8) hours at straight time for such day.
- 5.6 Approved absences (previous or subsequent) shall entitle employees to the privileges granted under this Article.

6. **VACATION**

- 6.1 Workers shall be given vacation leave annually with full pay on the conditions set out in *Table 1* hereunder:

Period of Service	Vacation Entitlement
Employees with 1 to 3 effective years service	12 working days
Employees with 4 to 6 effective years service	16 working days
Employees with 7 to 9 effective years service	18 working days
Employees with 10 to 15 effective years service	22 working days
Employees with 16 to 19 effective years service	25 working days
Employees with 20 effective years service and over	31 working days

**Table 1 – Leave Entitlement**

- 6.2 Provided that three (3) consecutive non-effective years of 156 days or less would cancel previous service for purposes of vacation leave benefits.
- 6.3 For the purpose of vacation leave an effective year's service shall comprise 200 work days, after which the worker is deemed eligible for his/her leave. However, the normal day of entitlement for vacation leave shall be the anniversary date of employment or any twelve-month period after his/her last vacation leave, and no worker shall be allowed vacation leave more than once in any calendar year except with the approval of the Employer or in cases where such leave has been deferred; provided that where leave has been deferred due to the exigencies of the service, the date on which the worker subsequently proceeds on such leave shall be mutually agreed between the Employer and the worker; and provided also that leave may be granted in advance of the anniversary date at the discretion of the Employer in special circumstances.
- 6.4 Deferment of Annual Vacation Leave shall not subsequently forfeit a worker's entitlement to proceed on annual leave on the anniversary date of his employment, or on any other date of entitlement.
- 6.5 Vacation Leave may be allowed to accumulate for two (2) years. However, if a worker accumulates vacation leave up to the prescribed period and applies for but is not granted leave which has been deferred as in 6.3. above, his accumulated leave shall not be forfeited up to a maximum of three years.

- 6.6 In the event of a worker falling ill while on vacation leave provided that the conditions and requirements prescribed by the provisions for sick leave contained in this Agreement are satisfied, he/she shall be deemed to be on sick leave and not on vacation leave.
- 6.7 On the expiration of any sick leave granted in accordance with this clause, the unexpired portion of vacation leave shall immediately follow.
- 6.8 A worker proceeding on vacation leave shall have his/her wages for the period paid to him in advance, if he/she requests this in writing. Payment shall be made on the payday immediately preceding the commencement of such leave.
- 6.9 A worker shall be granted if he/she so desires two days of his/her normal vacation leave on carnival days subject to the exigencies of the service.
- 6.10 A worker who is retrenched or leaves the employment of the Employer, shall receive annual leave (or payment in lieu thereof) calculated in proportion to his/her completed months of service since his/her date of employment, if with less than one year's service or since his/her annual leave if with more than one year's service in accordance with his/her leave entitlement. All claims in this respect must be made within a period of one year.

7. **SICK LEAVE**

- 7.1 Sick leave to a maximum of fourteen (14) working days in any calendar year shall be granted with full pay to a permanent worker on evidence of a medical certificate from a registered medical practitioner.
- 7.2 Sick leave to a maximum of fourteen (14) working days in any calendar year shall be granted with full pay to a worker who has worked at least 100 days in the preceding six months, on evidence of a medical certificate from a registered medical practitioner.
- 7.3 Two (2) days sick leave with full pay, inclusive of the maximum days allowed, shall be granted to a permanent or regular worker without a medical certificate, provided that the regular worker has two or more effective years of service.
- 7.4 The Employer shall grant extension of sick leave with full pay to a permanent or regular worker with two or more effective years service up to a maximum of six (6) months in the first instance for periods in a Sanatorium, Mental or other Hospital or other place designated by a Government Medical Officer, a Medical Officer employed by a Regional Health Authority or a member of an approved panel of doctors.
- 7.5 Further extensions beyond this maximum would be considered on the merits of each case based on the recommendations of a member of the panel of doctors.
- 7.6 A worker who has not been granted sick leave in excess of nine (9) working days over a period of four years shall be paid by way of bonus a sum equivalent to 75 per cent of his/her basic wages for the period for which he/she would have been entitled to sick leave; subject to a deduction in respect of the number of days sick leave granted.
- 7.7 A worker shall be paid sick leave pay fortnightly at the normal pay period.

## **8 MATERNITY LEAVE**

8.1. A female worker who has been employed for not less than twelve months preceding the expected date of confinement and who has an aggregate of one hundred and fifty (150) working days in that twelve month period shall be entitled to maternity leave during the life of this agreement as follows:-

- (i) With effect from January 1, 2010 to May 21, 2012 – 13 weeks
- (ii) With effect from May 22, 2012 and continuing – 14 weeks

Provided that:-

- 8.1.1. she informs the Employer in writing no later than eight weeks before the expected date of her confinement that she would require leave of absence due to pregnancy;
- 8.1.2. she submits to the Employer a medical certificate from a qualified person stating the probable date of confinement; and
- 8.1.3. she informs the Employer in writing of her intention to return to work at the expiry of her maternity leave.

8.2. During the period of maternity leave a worker is entitled to receive pay from the Employer to an amount equivalent to one (1) month's leave with full pay and two (2) months' and one week's leave with half pay. Where the sum of the amount paid to the worker and the maternity benefit payable to her under the National Insurance Act (excluding Maternity Grant) is less than her full pay during the period, the Employer shall pay the difference to the worker.

8.3. Except for the provision at Section 18 (2), all other provisions of the Maternity Protection Act 1998 shall apply.

## **9. PATERNITY LEAVE**

9.1. A male Permanent or Regular Worker shall be granted four (4) days paternity leave at or about the time of delivery on each occasion that his spouse gives birth.

9.2. The term '*spouse*' shall include common-law wives who have shared a household with the worker for a minimum period of nine (9) months.

9.3. The worker shall be requested to furnish a medical certificate stating his spouse's expected date of delivery.

9.4. The name of the worker's spouse must be registered with the Employer at least five (5) months in advance of the expected date of delivery.

## **10. CASUAL LEAVE**

10.1. A Permanent Worker and a Regular Worker with three (3) or more effective years service shall be eligible for five (5) days casual leave per annum with full pay provided that:

- 10.1.1. Leave is requested in advance or that the worker proves subsequently to the satisfaction of the Employer the necessity for such leave to have been taken.

10.1.2. Not more than two (2) days casual leave be granted at any one time.

10.2. Casual leave shall not be preceded or followed immediately by vacation leave, except in extraordinary circumstances.

## 11. **BEREAVEMENT LEAVE**

11.1. In the case of death in his/her immediate family, a worker shall be granted leave of absence with full pay for three (3) days where the death has occurred within Trinidad and Tobago and for five (5) days where the death has occurred outside of Trinidad and Tobago and the worker actually travels abroad.

11.2. The expression '*immediate family*' in 11.1 above means the worker's father, mother, brother, sister, husband, wife, son or daughter, guardian and ward.

## 12. **LEAVE FOR WORKERS OTHER THAN PERMANENT WORKERS**

12.1. Notwithstanding provisions for sick and annual vacation leave as otherwise provided in the Agreement, workers, who through the nature and circumstances of employment are unable to qualify in terms of number of working days necessary for them to enjoy sick and annual vacation leave because work is not available to them throughout the year although they present themselves regularly for employment, shall be granted sick and vacation leave on the same basis as normally provided for in the Agreement. In cases where they have worked the required number of days, i.e. 200 days within a maximum period of two years for vacation leave and 100 days within one year for sick leave.

12.2. The Employer shall provide books in which the names of the workers who report for duty shall be recorded.

## 13. **OTHER LEAVES OF ABSENCE**

### 13.1. **Study Leave**

13.1.1. A worker who is selected or approved by the Employer shall be granted study leave with full pay.

### 13.2. **Leave for Union Business**

13.2.1. A worker who is a recognised Union Representative shall not suffer any loss of pay in making representations on behalf of employees whom he/she represents provided such representation is within the Ministry/Department/THA in which he/she is employed and provided further that the Ministry/Department/THA is notified of the nature of the representations.

13.2.2. The Union shall advise the Employer and the various Ministries/Departments/THA in writing of official workers' representatives.

13.2.3. A worker being an official or delegated representative of the Union for whom leave of absence is requested by the Union in writing to engage in business pertaining exclusively to the affairs of the Union or making representations to the Employer or his representatives on matters affecting workers employed by the Employer but not within the Ministry/Department/THA in which the official or delegated



representative is employed, shall be granted leave of absence up to a maximum of three years.

13.2.4. Approved leave of absence on Trade Union business shall not be considered as broken service for the purposes of Seniority, Leave, Retirement Benefits, Gratuity, and/or Pensions.

## 14. **ALLOWANCES**

### 14.1. **Subsistence Allowance**

14.1.1. A worker who is required to sleep away from his/her work place/centre and for whom no accommodation has been provided by the Employer shall be paid full subsistence allowance at the rate of \$55.00 per day.

14.1.2. Where subsistence is paid as a result of a temporary transfer to Tobago, the amount at 14.1.1. above shall be increased by 10%.

### 14.2. **Meal Allowance**

14.2.1 A meal allowance at the rate shown in 14.2.2. hereunder shall be paid to a worker in either of the following circumstances:-

14.2.1.1 where he/she is required to work away from his/her work centre without having been given 36 hours notice and cannot return thereto for his/her lunch period;

14.2.1.2 where he/she is required to work through his/her lunch period;

14.2.1.3 where he/she is required to work two (2) hours or more after his/her normal work day, and at the end of every four (4) hours overtime work performed thereafter;

14.2.1.4 where he/she is called back to work after having completed his normal workday.

14.2.2 The Meal Allowance shall be at the rates shown hereunder during the life of this agreement:-

(i) With effect from January 1, 2010 to December 31, 2012 - \$24.00

(ii) With effect from January 1, 2013 and continuing - \$45.00

### 14.3. **Travelling Allowance**

14.3.1 A worker who is required to work away from his/her work centre or work area shall be transported from the work centre by the Employer or be paid the cost of public transport. Public transport shall be taken to mean omnibuses operated by the Public Transport Service Corporation.

14.3.2 Where because of breakdown in any type of arrangement (e.g., the bus runs late or departs earlier than scheduled, or no accommodation is available therein) resulting in delay to a worker, he will be deemed during such delay to be on duty.

- 14.3.3 In areas/districts not served by bus transport a worker shall be paid the existing stipulated fare by route taxi. Alternatively, a travelling allowance shall be paid to such worker for the full distance.
- 14.3.4 Where a worker is requested to work away from his/her work centre or work area and uses his/her own vehicle, a travelling allowance shall be paid to him/her for the full distance.
- 14.3.5 A worker who is required to use his/her own vehicle in the performance of any duties assigned to him/her shall be paid a travelling allowance.
- 14.3.6 The travelling allowance stipulated in 14.3.3, 14.3.4, and 14.3.5 above shall be at the rate of \$3.00 per km or part thereof.

14.4 **Tool Allowance**

- 14.4.1 A worker who is required to use his/her own tools on the job shall, subject to specification by the Employer as to the tools which shall comprise a worker's kit, be paid a tool allowance of \$3.00 per day or any part thereof.
- 14.4.2 A worker who is required to use his/her own hoe, cutlass and file in the performance of his/her normal duties shall be paid an allowance at the rate of \$2.00 per day or any part thereof.

14.5 **Instructor's Allowance**

- 14.5.1 A worker who is required in writing to train other workers and/or apprentices shall be paid an allowance for so doing at the rate of \$29.00 per week.

14.6 **Transfer Allowance**

- 14.6.1 A worker on transfer, at the Employer's initiative, which necessitates him/her changing his place of abode, shall be paid a 'settling-in' allowance for the first two (2) months which may be paid in advance. However, if he/she is unable to find reasonable accommodation in his/her new area, he/she may apply for a further allowance at the said rate each month provided that the transfer allowance shall not be paid beyond a maximum of six (6) months. The transfer allowance shall be at the rate of \$540.00 per month.

14.7 **Oiling Allowance**

- 14.7.1 A worker whose main duty consists of oiling or any other work of a similar nature shall be paid an allowance of \$2.50 per day.

14.8 **Responsibility for vehicles during lunch period**

- 14.8.1 The driver of a motor vehicle who is required to be responsible for such vehicle during the lunch period shall be deemed to be on duty and be paid at the appropriate overtime rate.

14.9 **Stand-by Allowance**

14.9.1 A worker who is required to stand-by for work beyond his normal hours of work shall be guaranteed pay for one hour at overtime rates. If however, he/she is retained beyond the first forty-five minutes, he/she shall be guaranteed two (2) hours pay at overtime rates.

15. **EMERGENCY WORK**

15.1. Where a worker is called for emergency work out of his/her normal working hours the following shall apply:

15.1.1. Transport shall be provided or the actual cost of travel shall be paid to and from work, whether or not, the emergency work has ceased.

15.1.2. There shall be a guaranteed minimum of four (4) hours pay, including travelling time to work except where the worker's normal work hours follow immediately. The rates shall be as follows:-

15.1.2.1. **Monday to Friday**, a guaranteed minimum of four (4) hours at double time and treble time for all hours worked thereafter.

15.1.2.2. **Saturdays and Sundays**, double the basic rate for the first four (4) hours and treble time thereafter with a minimum guarantee of eight (8) hours pay.

15.1.2.3. **Public Holidays**, treble time the basic rate for the first four (4) hours and four (4) times thereafter, with a minimum guarantee of eight (8) hours pay. Such payments shall be in addition to 5.1 of Article 5 PUBLIC HOLIDAY, where the worker so qualifies.

16. **PREMIUMS**

16.1. **Height Premium**

16.1.1. A worker who is not employed as a tree climber, but who is required to climb trees on any day to heights of not less than 20 feet (6.069 metres) but not more than 40 feet (12.192 metres) shall be paid a premium of one dollar and fifty cents (\$1.50) per day.

16.1.2. A tree climber who climbs to heights of not less than 45 feet (13.716 metres) shall be paid a premium of one dollar and fifty cents (\$1.50) per day.

16.1.3. A worker engaged in performing duties at heights of between 80 feet (24.384 metres) to 100 feet (30.480 metres) above floor or ground level shall be paid a premium of one dollar (\$1.00) per hour.

16.1.4. A worker engaged in performing duties at heights of more than 100 feet (30.480 metres) above floor or ground level shall be paid a premium of two dollars (\$2.00) per hour.

16.2 **Heat Premium**

16.2.1 A worker who is required to work in temperatures of 110 degrees F (43.3 degrees Celsius) or over shall be paid a premium of one dollar (\$1.00) per hour.

16.3 **Cold Premium**

16.3.1 A worker who is required to work in temperatures of 0 degrees to 25 degrees F (-17.8 degrees to -3.9 degrees Celsius), shall be paid a premium of two dollars and twenty five cents (\$2.25) per hour.

Payment is subject to a minimum of four (4) hours

16.3.2 A worker who is required to work in temperatures of 26 degrees to 45 degrees F (-3.3 degrees to 7.2 degrees Celsius) shall be paid a premium of one dollar and fifty cents (\$1.50) per hour.

Payment is subject to a minimum of two (2) hours

16.3.3 Any part of an hour during which a worker is required to work in the above temperatures should be counted as an hour.

16.4 **Shift Premium**

16.4.1 A Shift worker shall receive a shift premium of \$8.00 per day for each of the three (3) shifts - daylight, evening and night.

16.5 **Other Premiums**

16.5.1 The categories of workers listed hereunder shall be paid a premium as in *Table 2*:

<b>Occupation</b>	<b>Rate</b>
Scavenging Loaders	<b>\$4.50 per day</b>
Cesspool Drivers and Attendants	<b>\$5.00 per day</b>
Market Cleaners	<b>\$4.00 per day</b>
Underground (Chokemen)	<b>\$4.00 per day</b>
Surface Drain Workers	<b>\$4.00 per day</b>

**Table 2 – Other Premiums**

16.5.2 (When working on back drains or drains similar to drain or drains in San Fernando for which this allowance is paid, is to be later specified in a side letter from the Chief Personnel Officer to the Union after relevant survey).

16.5.3 A premium shall be paid to other categories of workers who by the nature of their work are exposed to abnormal hazards in respect of their health or clothing where protective gear is not provided.

- 16.5.4 The Employer and the Union shall agree on the type of work that qualifies for such a premium and the amount of the premium that shall be paid in each case.
- 16.5.5 Where a worker in his/her respective classification is already in receipt of a premium superior to that listed in this clause, he shall continue to receive the superior premium. Such a worker will not have any claim to the provisions listed above.

16.6 **Uniforms and Protective Gear**

- 16.6.1 Where it has been mutually agreed between the Employer and the Union that workers, due to the nature of their work, are exposed to hazards in respect of their health and/or clothing, such workers shall be supplied with protective clothing and/or protective gear.
- 16.6.2 Where such protective clothing and/or protective gear are unserviceable, they shall be replaced. The workers shall return to the Employer the various items of unserviceable protective gear which have been replaced, and in cases where they are unable to do so and in the absence of a satisfactory explanation, appropriate disciplinary action may be taken against them by the Employer.
- 16.6.3 In cases where agreement has been reached between the Employer and the Union for the provision of uniforms for workers and it is not possible to provide such uniforms, an allowance shall be paid in lieu.
- 16.6.4 Such allowances are to be negotiated between the Employer and the Union.

17. **PAYMENT OF WAGES**

- 17.1 A worker shall be paid his/her wages during normal working hours.
- 17.2 A worker shall have wages paid to him/her through the bank of his/her choice.
- 17.3 Days for payment of wages on new jobs and changes in existing pay days shall be arranged between the Employer and the Union.
- 17.4 The Employer shall provide each worker with a statement showing the worker's name, classification, rate, amount of straight time and overtime worked, deductions made specifying each sum so deducted, gross total and net total pay.
- 17.5 Where a Public Holiday falls on a payday, the worker shall be paid on the normal workday preceding the holiday.
- 17.6 A worker being paid in the bank shall be given his/her pay slip not later than the day preceding the pay day.

18. **SEVERANCE PAY**

- 18.1. A worker with one or more effective years of service shall, if he/she is retrenched or laid off be paid severance benefits **at his/her current rate of pay** on the following basis set out in *Table 3*:

Service	Entitlement
1-4 effective years	2 weeks full pay for each year of completed service
5-9 effective years	3 weeks full pay for each such year of completed service
10 effective years and over	4 weeks full pay for each such year of completed service

**Table 3 – Severance Pay**

18.2. In the event of retrenchment or lay off if it is not possible to re-employ him/her within a period of ninety days all monies due to him/her shall be paid, if he/she so desires, not later than the pay day next following.

18.3. **Retirement Benefits**

18.3.1. Pending implementation of the agreed Pension Plan [See Article 24] hereunder, a worker with one or more effective years of service shall, if he/she is retired, be paid benefits on the following basis:

18.3.1.1. Where the worker has had an effective year of at least 200 days he will be paid at the appropriate rate for severance pay as in 18.1 above.

18.3.1.2. Where the worker does not have an effective year as in 18.3.1.1 above he/she may qualify for the benefit as provided under Regulation 14(1) of the Pensions Regulations, Chapter 23:52.

18.3.2. In the event of death, the Employer will pay the worker's terminal benefits to the beneficiary or estate of the deceased.

18.3.3. Where the year of a worker's termination is an incomplete year of service he/she will be paid severance or retirement benefit in respect of each month thereof.

19. **MISCELLANEOUS PROVISIONS**

19.1. **Shelter**

19.1.1. Workers in rural areas who are required to work where there is no permanent shelter from rain shall be provided with suitable shelter by the Employer for the purpose.

19.2. **Re-employment**

19.2.1. A worker laid off or retrenched with previous service in another Government Ministry/Department or the Tobago House of Assembly covered by this Agreement shall be paid at the rate of not less than the rate he was receiving at the end of his previous employment, subject to any amendments made to the rates in the schedule, provided that he/she is re-employed in the same occupation and grade.

19.3. **Work in a Higher or Lower Occupation**

19.3.1. A worker appointed to act in a higher grade shall receive the rate for the higher grade during the period of the acting appointment.

19.3.2. However, if a worker is put to work temporarily in an occupation lower than his/her substantive post he/she shall continue to receive the rate of his/her substantive post.

19.4. **Adverse Reports**

19.4.1 Where an adverse report is made on a worker, he/she shall be informed in writing within two working days of the particulars of the allegations made against him/her. A copy of the information shall be given to his/her Shop Steward or to the Union. The worker shall have the right to use the Grievance Procedure if he/she is dissatisfied with the report.

19.5. **Rain Time**

19.5.1 Workers who report for duty on any day, but who were unable to work because of excessive rain on that day shall be paid a full day's wage.

19.6 **Lay-off Notice to Regular and Casual Workers**

19.6.1 Regular workers shall be given not less than five (5) working days notice prior to lay-off.

19.6.2 Workers other than those who are Permanent or Regular shall be given not less than two (2) working days notice prior to lay-off.

19.7. **Capacity of Workers**

19.7.1. No worker shall be given any special treatment by way of additional working hours, overtime or other benefits to the disadvantage of other workers in the particular district or sub-district as the case may be.

19.8. **Check-off of all Union Dues and Union's Co-operative Subscriptions**

19.8.1 The Employer shall deduct Union dues from the fortnightly wages of workers who give the necessary authority in writing, permitting such a deduction. This authority may be withdrawn in writing (by the worker) at any time.

19.8.2 The Employer shall deduct subscriptions for the Union's Co-operative Society Limited from the fortnightly wages of the workers who give the necessary authority in writing requesting such deductions. This authority may be withdrawn in writing (by the worker) at any time.

19.9. **Medical Checks**

19.9.1 A medical check shall be provided once per year for the categories of workers set out in *Table 4* hereunder:

<i>Schedule of Employees entitled to Medical Checks</i>
Asphalt Workers
Operators of Quarry Crusher
River Cleaners
Operators of Heavy Equipment
Painters
Quarry Employees
Stockmen
Garbage Lorry Drivers and Garbage Lorry Loaders
Stock Assistants
Scavengers and Underground Workers
Dump Ground and Cesspool Employees
Sanitation Workers

**Table 4 – Workers entitled to medical checks**

19.9.2. Workers dealing with toxic chemicals and such other workers as may be agreed to between the Employer and the Union.

19.10. **Service Qualifications**

19.10.1. Absence on normal work days for the following causes shall count as periods worked:

<b>Service Qualifications</b>
Absence under Workmen’s Compensation Act, Chap. 88:05
Absence on paid Sick Leave
Absence on paid Vacation Leave
Absence on paid Casual Leave
Absence on Jury Service
Absence on paid Study Leave
Absence on approved Union Business
Other approved Leave of Absence
Absence on paid Maternity Leave
Absence on paid Bereavement Leave
Absence on paid Paternity Leave

**Table 5 – Service Qualifications**



19.11 **Sanitary Provision at Dumping Grounds**

19.11.1 The Employer shall provide adequate sanitary provisions including toilet facilities at Dumping Grounds and sluice gates and provisions for securing workers' food and clothing.

19.12 **Task Work**

19.12.1. The principle of task work for the types of work set out in *Table 6* hereunder is accepted:

<i>Task Work</i>
Cutlassing
Weeding and Edging
Cleaning of drains, paved and unpaved, excavation of drains
Sweeping
Work on back walling and backfilling
Work in rivers, swamps, drains and stagnant water
Forestry
Rubble Masonry Bulkwalling

**Table 6 – Task work**

20. **PROMOTION POLICY**

20.1. All permanent positions should be filled by promotion from within the labour force except where the required skills are not available.

20.2. In determining suitability for promotion consideration shall be given to the under mentioned factors:

20.2.1. Ability and experience

20.2.2. Seniority

20.3 Consideration of the factors above shall be conducted in a manner that will provide a fair and straightforward assessment of suitability by written or oral examination, demonstration of skill, evaluation of training and experience or any combination of the above.

20.4 A worker who has been acting in a vacant position for a period of at least one year shall be confirmed in the position.

20.5. Where it is not possible to fill a position by selection within the labour force because the required skills are not available applications shall be invited.

## 21. **GRIEVANCE PROCEDURE**

Disputes and Grievances shall be handled as follows:

### **Step 1:**

The aggrieved worker with or without his Shop Steward shall take up the matter with the Supervisor of the Area, Section or Branch within two (2) working days. Thereafter the matter shall be heard within a period of not more than five (5) working days and decision given not later than two (2) working days after the hearing. If the matter is not heard or the decision given within the time allocated, either party shall have the right of referral to Step 2.

### **Step 2:**

If there is no settlement at Step 1 above, the worker and/or Union official shall take up the matter with the Senior Officer-in-charge or his representative within seven (7) working days after the expiry date at Step 1. Thereafter, the matter shall be heard within a period of ten (10) working days. A decision at this step shall be given in writing to the aggrieved worker and Union not later than two (2) working days after the expiration of the ten (10) working days allocated for the hearing of the grievance.

If the matter is not heard or the decision given within the time allocated either party may exercise the right of referral to Step 3.

### **Step 3:**

If there is no settlement at Step 2 above, the worker and/or the Union shall take up the matter with the Permanent Secretary/Head of Department or his/her nominee, in the case of Government Ministries/Departments or the Chief Administrator in the case of the THA or with his/her nominee within ten (10) working days after the expiry date at Step 2; and the matter shall be heard within fifteen (15) working days. A decision at this Step shall be in writing and shall be given to the aggrieved worker and Union not later than two (2) working days after the expiration of the fifteen (15) working days allocated for the hearing of the grievance.

If the matter is not heard or the decision given within the time allocated either party shall have the right to refer the matter to Step 4.

### **Step 4:**

If there is no settlement at Step 3, the matter shall be referred to the Chief Personnel Officer within ten (10) working days and shall be heard within six (6) weeks after being so referred. A decision at this Step shall be given in writing to the aggrieved worker and Union not later than seven (7) working days after the expiration of the six (6) weeks allocated for the hearing of the grievance.

If the matter is not heard or the decision given within the time allocated either party shall have the right to refer the matter to the Minister of Labour.

### **Step 5:**

If there is no Agreement at Step 4, the matter may be referred to the Minister of Labour under the provisions of the Industrial Relations Act, Chap. 88:01.

### **Notes**

1. *Where any of the above Steps is not applicable to a particular grievance the procedure will apply from the next step.*

2. *The grievance reported and decisions taken at Step 1 shall be recorded in writing and signed by the Employer's representative, the Union representative and aggrieved worker.*
3. *Commencing from Step 2 of the Grievance Procedure, minutes of all meetings shall be taken by the Employer and circulated to the Parties and the minutes shall be agreed upon within seven (7) working days after the hearing. Failure to agree to the minutes will not preclude either party from reporting the grievance to the next step of the Grievance Procedure.*

**Discipline:**

1. In all cases of disciplinary action, the worker/s concerned and/or the Union may exercise the right of appeal under the Grievance Procedure.
2. In the case of dismissal the aggrieved worker and/or the Union shall commence representation at Step 3.

**Reinstatement**

Where a worker had been exonerated at a hearing or as a result of subsequent representation, he shall be reinstated without loss of full pay.

22. **DISCIPLINARY CODE**

- 22.1 A warning notice may be given to the worker by his Supervisor. Such notice shall be in writing and shall state clearly and precisely the nature of the offence. A copy of the notice shall be given to the worker's Shop Steward or the Union.
- 22.2. Provided that within a period of six (6) months from the date of issue of the said notice the worker has not been the subject of disciplinary action resulting from a charge proven against him, such notice shall cease to have effect and shall thereupon be removed immediately from the official records of the worker.
- 22.3. Where an offence is alleged to have been committed and disciplinary action is contemplated against a worker, prior to instituting an inquiry into the matter, the Employer shall notify the worker in writing of the charge and shall state clearly and precisely the breach complained of and shall also advise the worker of the time and place of the inquiry and name of the Officer by whom it is to be heard. At such inquiry the worker shall be entitled to be represented by his Shop Steward and/or other Union Officials and to call witnesses on his behalf.
- 22.4. The Employer shall not arbitrarily dismiss or discipline an employee (Warning Notices excluded) prior to the completion of the process of 22.3 above.
- 22.5. The charged employee shall be informed in writing of the decision and a copy of such decision shall be given to the Union. Decision resulting in dismissal shall state clearly and precisely the offence necessitating such dismissal.
- 22.6. Where a worker has been exonerated at a hearing or as a result of subsequent representations he shall be reinstated without loss of pay.
- 22.7. Supervisory officers may suspend a worker pending the hearing of a charge in cases where the circumstances or nature of the offence warrant it, but suspension as a form of punishment arising from disciplinary action shall not be exercised by officers lower in rank than that of a Head of a Section, Branch,

District or an officer of equal status.

- 22.8. In the case of a permanent worker such a suspension shall be on half-pay.
- 22.9. Dismissal as a form of punishment shall not be exercised by an officer lower in rank than that of Head of Section, Branch, District or an officer of equal status.
- 22.10. Dismissal shall be in writing, stating clearly and precisely the offence/offences necessitating such dismissal.
- 22.11. In all cases of disciplinary action, the aggrieved worker and/or the Union shall have the right of appeal under the Grievance Procedure.

23. **SETTLEMENT OF DIFFERENCES**

- 23.1 Should there be any difference between the parties to this Agreement arising out of the interpretation, application, administration or alleged violation thereof, either party may request in writing, a meeting with the other to be held within fourteen (14) days of the written request to resolve the matter.
- 23.2 If no settlement is reached within twenty-one (21) days of the request at 23.1 above, the matter may be referred to the Ministry of Labour by either party.
- 23.3 If no settlement is reached within twenty-one (21) days of the referral at 23.2 above either party may report the matter to the Industrial Court for adjudication.

24. **PENSION PLAN**

- 24.1. The Employer and the Union have by a separate Memorandum of Agreement dated October 19, 2000 agreed to the introduction of a Pension Plan for the workers of the bargaining unit. This agreement has not yet been implemented.

25. **RESPONSIBILITY FOR LOST DOCUMENTS**

- 25.1. Birth Certificates and Affidavits shall from time to time be required from workers. Where the said Birth Certificates and Affidavits or other documents are required by the Employer and are supplied by workers, a receipt shall be given to the worker in each case in which the document has been retained. On the return of such document to the worker, he/she shall tender the receipt and will sign as having received the said document.
- 25.2. Where documents, as above, have been retained and at a later date cannot be located and the worker produces a receipt, the Employer shall replace such documents when required without cost to the worker.

26. **MANAGEMENT RESPONSIBILITY AND JOB SECURITY**

- 26.1. The Employer will, within the limits of the annual appropriations made by Parliament over the life of the Agreement and the general financial resources of the Employer, undertake to use his best endeavours to sustain the maximum feasible level of employment to provide security of employment for permanent workers; and to provide an effective year's work annually to workers who have completed five (5) effective years prior to January 01, 1996 and who are available for full employment.

27. **WORK CENTRES AND WORK AREAS**

- 27.1 Where a worker was in receipt of approved travelling and a decision of the 1961/63 Committee on Work Centres and Work Areas has altered this arrangement, then the particular worker shall not be deprived of his travelling.
- 27.2 The changed conditions shall, however, apply to other workers subsequently brought under such conditions.
- 27.3 When a worker's Work Centre or Work Area is changed due to any reason other than his/her own request, that worker shall continue to receive or shall receive travelling from his/her original Work Centre or Work Area.
- 27.4 The Work Centres and Work Areas are the same as listed in the 1972-1974 Memorandum of Agreement.
- 27.5 A Joint Committee comprising representatives of the Employer and the Union will continue its work to undertake a review of the existing Work Centres and Work Areas and to make appropriate recommendations.

28. **WAGES**

- 28.1 The COLA of \$6.60 per day which was payable at December 31, 2010 to each worker in the bargaining unit will be consolidated with the basic wage that was payable at December 31, 2010. A wage increase of 3% shall then be applied to this consolidated figure and the resulting sum shall become the new daily wage rate of each worker for 2011.
- 28.2 With effect from January 1, 2012 a further wage increase of 4% shall be applied to the wage rate existing at December 31, 2011.
- 28.3 With effect from January 1, 2013 a further wage increase of 5% shall be applied to the wage rate existing at December 31, 2012.
- 28.4 The revised Schedule of Rates of pay for each Grade as well as the Grading and Wages Schedule for the period January 1, 2011 to December 31, 2013 are attached at Appendices A & B respectively.
- 28.5. **Job Evaluation**
- 28.5.1 Job Descriptions and Job Specifications shall be prescribed for all job categories which fall within the bargaining unit.

28.6. **Shift Work**

- 28.6.1. The parties have agreed in principle to the introduction of a shift system in areas where work is now carried out outside of normal working hours as a regular feature. The implications and the implementation of such a shift system will be the subject of further discussions between the parties.

29. **COLA**

29.1 Effective January 1, 2011 and continuing each worker in the bargaining unit shall be paid a new COLA per day for each day of service as follows:

- with effect from January 1, 2011 to December 31, 2011 - \$6.00 per day
- with effect from January 1, 2012 to December 31, 2012 - \$7.50 per day
- with effect from January 1, 2013 and continuing - \$9.00 per day

29.2 The COLA at 29.1 above shall be regarded and treated as separate and distinct from the standard wage rate.

30. **LETTERS OF UNDERSTANDING**

30.1. While this Agreement contains the rates of pay, hours of work and conditions of employment for the workers covered by this Agreement, it is, nevertheless, agreed that in certain circumstances, in order to clarify interpretation and application of particular clauses, 'LETTERS OF UNDERSTANDING' will be forwarded after discussion and agreement has been reached between the parties by the Employer to the Union.

31. **DURATION OF AGREEMENT**

31.1. This Agreement shall come into effect from the 1st day of January 2011 and shall continue in force and effect up to and including the 31st day of December 2013.

31.2. However, either the Union or the Employer, may give not less than six (6) months notice in writing prior to the expiration of the Agreement of the intention to have the whole or part of this Agreement modified, revised or rescinded any time after the 31st December, 2013.

31.3. Such notice given by either party to the other shall contain the specific point or points on which revision, modification, or rescission is sought and a meeting shall be convened by the Employer within two (2) months after the receipt of such notice to discuss the proposals contained therein.

32. **GROUP HEALTH PLAN**

32.1. The parties have by a separate Memorandum of Agreement dated October 19, 2000 agreed to the introduction of a Group Health Plan for the workers of the bargaining unit.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their names and on their behalf by their respective officers thereunto duly authorised.

FOR AND ON BEHALF OF THE EMPLOYER

Stephanie Lewis  
W. Barton  
Caprey [Signature]  
Shirley Clark  
[Signature]  
Art Davis  
Dillane  
M. Morales  
[Signature]  
Maui [Signature]

FOR AND ON BEHALF OF THE UNION

[Signature]  
Jill Jay Bartlett  
Richard Sook [Signature]  
Abdul Rouss  
[Signature]  
Richard Jack  
Selya [Signature]

DATED THIS 17<sup>th</sup> DAY OF DECEMBER, 2013

**Appendix "A"**

**Revised Rates of Pay for Hourly, Daily and Weekly Rated Workers of  
Central Government Services, the Tobago House of Assembly  
and Municipal Corporations for the Period 1/1/2011 to 31/12/2013**

<b>Grade</b>	<b>2010 Existing Rates</b>	<b>Consolidated Rate: 2010 Plus \$6.60</b>	<b>01-Jan-11 to 31-Dec-11</b>	<b>01-Jan-12 to 31-Dec-12</b>	<b>01-Jan-13 to 31-Dec-13</b>
<b>1</b>	\$343.00	\$349.60	\$360.00	\$374.00	\$393.00
<b>2</b>	\$312.00	\$318.60	\$328.00	\$341.00	\$358.00
<b>3</b>	\$287.00	\$293.60	\$302.00	\$314.00	\$330.00
<b>4</b>	\$269.00	\$275.60	\$284.00	\$295.00	\$310.00
<b>5</b>	\$249.00	\$255.60	\$263.00	\$274.00	\$288.00
<b>6</b>	\$234.00	\$240.60	\$248.00	\$258.00	\$271.00
<b>7</b>	\$218.00	\$224.60	\$231.00	\$240.00	\$252.00
<b>8</b>	\$210.00	\$216.60	\$223.00	\$232.00	\$244.00
<b>9</b>	\$202.00	\$208.60	\$215.00	\$224.00	\$235.00



## Appendix "B"

**Grading and Wages Schedule for Hourly, Daily and Weekly Rated Workers of  
Central Government Services, the Tobago House of Assembly and Municipal Corporations  
for the Period 1/1/2011 to 31/12/2013**

<b>Grade and Job Title</b>	<b>Old Class</b>	<b>2010 Existing Rates</b>	<b>With effect from 01-Jan-11</b>	<b>With effect from 01-Jan-12</b>	<b>With effect from 01-Jan-13</b>
<b>Grade 1</b>		<b>\$343.00</b>	<b>\$360.00</b>	<b>\$374.00</b>	<b>\$393.00</b>
Foreman II (CME)	2				
Patrol Captain					
<b>Grade 2</b>		<b>\$312.00</b>	<b>\$328.00</b>	<b>\$341.00</b>	<b>\$358.00</b>
Chargehand (CME)	4				
Lifeguard Instructor					
Lifeguard - Water Safety Education					
<b>Grade 3</b>		<b>\$287.00</b>	<b>\$302.00</b>	<b>\$314.00</b>	<b>\$330.00</b>
Industrial Electrician	8				
Master Tradesman	8				
Mechanic - Heavy Equipment	8				
Electrician - Grade 1 (Group B) - [Wireman's Licence]	12				
Lifeguard III (at Level II)	3				
<b>Grade 4</b>		<b>\$269.00</b>	<b>\$284.00</b>	<b>\$295.00</b>	<b>\$310.00</b>
Asphalt Spreader - Operators of Road Surfacing Equipment	3				
Asphalt Surfacing Compactor - Operators of Road Surfacing Equipment	3				
Crane Type (track, rubber-tyred) - Drivers & Operators (Heavy Equipment)	3				
Tractor type (track, rubber-tyred) - Drivers & Operators (Heavy Equipment)	3				
Mechanic - Diesel	8				
Roller (Grade 1) - Drivers & Operators (Heavy Equipment)	9				
Air Conditioning and Refrigeration Mechanic - Grade 1 (Group B)	12				
Auto Electrician - Grade 1 (Group B)	12				
Cabinet Maker - Grade 1 (Group B)	12				
Carpenter - Grade 1 (Group B)	12				
Electrician - Grade 1 (Group B)	12				
Machinist - Grade 1 (Group B)	12				
Mason - Grade 1 (Group B)	12				
Mechanic - Grade 1 (Group B)	12				
Miller - Grade 1 (Group B)	12				
Plumber - Grade 1 (Group B)	12				
Turner - Grade 1 (Group B)	12				
Welder - Grade 1 (Group B)	12				
Rollers - Grade II - Drivers & Operators (Heavy Equipment)	14				
Lifeguard III (at Level I)	3				

**Grading and Wages Schedule for Hourly, Daily and Weekly Rated Workers of  
Central Government Services, the Tobago House of Assembly and Municipal Corporations  
for the Period 1/1/2011 to 31/12/2013**

<b>Grade and Job Title</b>	<b>Old Class</b>	<b>2010 Existing Rates</b>	<b>With effect from 01-Jan-11</b>	<b>With effect from 01-Jan-12</b>	<b>With effect from 01-Jan-13</b>
<b>Grade 5</b>		<b>\$249.00</b>	<b>\$263.00</b>	<b>\$274.00</b>	<b>\$288.00</b>
Foreman (Other Services)	5				
Circulatory Road Overseer	6				
Circulatory Sanitation Foreman	6				
Circulatory Sanitation Overseer	6				
Blacksmith - Grade 1 (Group B)	12				
Fitter - Grade 1 (Group B)	12				
Moulder - Grade 1 (Group B)	12				
Sheet Metal Worker - Grade 1 (Group B)	12				
Steel Bender (Blue print) - Grade 1 (Group B)	12				
Evaluator (Aedes)	13				
Evaluator (Malaria)	13				
Air Conditioning and Refrigeration Mechanic - Grade 2 (Group B)	18				
Auto Body Straightener - Grade 1 (Group C)	18				
Auto Electrician - Grade 2 (Group B)	18				
Cabinet Maker - Grade 1 (Group C)	18				
Cabinet Maker - Grade 2 (Group B)	18				
Carpenter - Grade 1 (Group C)	18				
Carpenter - Grade 2 (Group B)	18				
Electrician - Grade 2 (Group B)	18				
Machinist - Grade 2 (Group B)	18				
Mason - Grade 1 (Group C)	18				
Mason - Grade 2 (Group B)	18				
Mechanic - Grade 2 (Group B)	18				
Miller - Grade 2 (Group B)	18				
Plumber - Grade 1 (Group C)	18				
Plumber - Grade 2 (Group B)	18				
Spray Painter - Grade 1 (Group C)	18				
Tinsmith - Grade 1 (Group C)	18				
Turner - Grade 2 (Group B)	18				
Upholsterer - Grade 1 (Group C)	18				
Welder - Grade 2 (Group B)	18				

**Grading and Wages Schedule for Hourly, Daily and Weekly Rated Workers of  
Central Government Services, the Tobago House of Assembly and Municipal Corporations  
for the Period 1/1/2011 to 31/12/2013**

<b>Grade and Job Title</b>	<b>Old Class</b>	<b>2010 Existing Rates</b>	<b>With effect from 01-Jan-11</b>	<b>With effect from 01-Jan-12</b>	<b>With effect from 01-Jan-13</b>
<b>Grade 6</b>		<b>\$234.00</b>	<b>\$248.00</b>	<b>\$258.00</b>	<b>\$271.00</b>
Garwood Compactor - Drivers & Operators (Heavy Equipment)	3				
Sewer Disposal Truck Driver (formerly Cesspool Truck driver)	11				
Sign Painter (not stencil) - Grade 1 (Group B)	12				
Checker	13				
Dump Trucks (Medium Equipment) - Drivers & Operators	16				
Dump Trucks (Road Surfacing Equipment) - Drivers & Operators	16				
Agricultural Foreman	17				
Chargehand (other services)	17				
Dairy Foreman	17				
Ganger	17				
Plantation Overseer	17				
Quarry Overseer	17				
Road Overseer	17				
Sanitation Overseer	17				
Fitter - Grade 2 (Group B)	18				
Garbage Truck Driver - Grade 1 (Group C)	18				
Moulder - Grade 2 (Group B)	18				
Sheet Metal Worker - Grade 2 (Group B)	18				
Steel Bender (Blue Prints) - Grade 2 (Group B)	18				
Auto Body Straightener - Grade 2 (Group C)	24				
Cabinet Maker - Grade 2 (Group C)	24				
Carpenter - Grade 2 (Group C)	24				
Mason - Grade 2 (Group C)	24				
Plumber - Grade 2 (Group C)	24				
Spray painter - Grade 2 (Group C)	24				
Tinsmith - Grade 2 (Group C)	24				
Upholsterer - Grade 2 (Group C)	24				
Chargehand (semi-skilled)	25				
Mechanical sprayer (road surfacing equipment)	28				

**Grading and Wages Schedule for Hourly, Daily and Weekly Rated Workers of  
Central Government Services, the Tobago House of Assembly and Municipal Corporations  
for the Period 1/1/2011 to 31/12/2013**

<b>Grade and Job Title</b>	<b>Old Class</b>	<b>2010 Existing Rates</b>	<b>With effect from 01-Jan-11</b>	<b>With effect from 01-Jan-12</b>	<b>With effect from 01-Jan-13</b>
<b>Grade 7</b>		<b>\$218.00</b>	<b>\$231.00</b>	<b>\$240.00</b>	<b>\$252.00</b>
Crusher Plant (Grade 1) - Drivers & Operators (Heavy Equipment)	3				
Crusher Plant	7				
Gravel Plant Operator	7				
Asphalt Dryer - Operators of Road Surfacing Equipment	10				
Asphalt Plant Mixer - Operators of Road Surfacing Equipment	10				
Concrete Plant Operator - Operators of Road Surfacing Equipment	10				
Painter - Grade 1 (Group B)	12				
Painter - Grade 1 (Group C)	18				
Painter - Grade 2 (Group B)	18				
Plan Man Copier (Point Fortin Corporation)	18				
Seamstress - Grade 1 (Group C)	18				
Sign Painter (Not Stencil) - Grade 2 (Group B)	18				
Surveyors Assistant	20				
Rodent Control Evaluator	21				
Buses - Drivers & Operators (Medium Equipment) - Grade 1	22				
Motor Vehicles - Drivers & Operators (Medium Equipment) - Grade 1	22				
Screed Operator - Road Surfacing Equipment	22				
Tractors - Drivers & Operators (Medium Equipment) - Grade 1	22				
Painter - Grade 2 (Group C)	24				
Seamstress - Grade 2 (Group C)	24				
Seamstress - formerly Tailor - Grade 2 (Group C)	24				
Buses - Drivers & Operators (Medium equipment) - Grade II	26				
Launch Operator	26				
Motor Vehicles - Drivers & Operators (Medium equipment) - Grade II	26				
Tractors - Drivers & Operators (Medium equipment) - Grade II	26				
Apiarist	27				
Perifocal Worker (formerly Sprayer)	31				
Stockman	32				
Oiler/Greaseman/Serviceman (one grade only)	33				
Soil Driller and Tester (one grade only)	33				
Tractor - Drivers & Operators (Light equipment) - one grade only	33				
Budder/Grafter (Soils, Centeno)	35				
Pollinator	35				

**Grading and Wages Schedule for Hourly, Daily and Weekly Rated Workers of  
Central Government Services, the Tobago House of Assembly and Municipal Corporations  
for the Period 1/1/2011 to 31/12/2013**

<b>Grade and Job Title</b>	<b>Old Class</b>	<b>2010 Existing Rates</b>	<b>With effect from 01-Jan-11</b>	<b>With effect from 01-Jan-12</b>	<b>With effect from 01-Jan-13</b>
Propagator I	35				
French Polisher ( <i>one grade only</i> )	41				
Heater Operator ( <i>formerly Boiler Pump Attendant</i> ) - Road Surfacing Equipment					
<b>Grade 8</b>		<b>\$210.00</b>	<b>\$223.00</b>	<b>\$232.00</b>	<b>\$244.00</b>
Green Keeper (Golf Course)	21				
Tool Room Attendant (Works)	24				
Water Pump Attendant	25				
Power Saw Operator ( <i>one grade only</i> )	29				
Chainman/Poleman/Rodman ( <i>one grade only</i> )	33				
Compressor - Drivers & Operators ( <i>Light equipment</i> ) - one grade only	33				
Concrete Mixer - Drivers & Operators ( <i>Light equipment</i> ) - one grade only	33				
Power Mower - Drivers & Operators ( <i>Light equipment</i> ) - one grade only	33				
Rigger ( <i>one grade only</i> )	33				
Steel bender ( <i>one grade only</i> )	33				
Storeshand ( <i>one grade only</i> )	33				
Terrace Maintenance Worker - Grade 1	33				
Tyreman ( <i>one grade only</i> )	33				
Laboratory Attendant ( <i>Soils, Centeno</i> )	34				
Recreation Ground Attendant	34				
Semi-skilled Labourer ( <i>Asphalt</i> )	37				
Notifier ( <i>formerly Sprayer</i> )	39				
Tallyman ( <i>formerly Sprayer</i> )	39				
Power Mist Blower	40				
Sluice Gate Operator	40				
Handyman	41				
Nurseryman	41				
Oiler/Greaseman	41				
Patrolman [ <i>one grade only</i> ]	41				
Semi-skilled Labourer [ <i>one grade only</i> ]	41				
Sprayer	41				
Terrace Maintenance Worker - Grade II	41				
Tree Climber	41				
Water Distribution Checker	41				
Woodsman - Grade I	41				

**Grading and Wages Schedule for Hourly, Daily and Weekly Rated Workers of  
Central Government Services, the Tobago House of Assembly and Municipal Corporations  
for the Period 1/1/2011 to 31/12/2013**

<b>Grade and Job Title</b>	<b>Old Class</b>	<b>2010 Existing Rates</b>	<b>With effect from 01-Jan-11</b>	<b>With effect from 01-Jan-12</b>	<b>With effect from 01-Jan-13</b>
Gatekeeper	42				
Gauge Reader	42				
Propagator II	42				
Watchman	42				
Woodsman - Grade II	44				
Stock Assistant	45				
Sprayer Trainee ( <i>residual and perifocal</i> ) - perifocal training period 7 months	50				
Sprayer Trainee ( <i>residual and perifocal</i> ) - residual training period 4 weeks	50				
<b>Grade 9</b>		<b>\$202.00</b>	<b>\$215.00</b>	<b>\$224.00</b>	<b>\$235.00</b>
Sewer Disposal Truck Attendant ( <i>formerly Cesspool Truck Attendant</i> )	36				
Garbage Truck Attendant	38				
Ferryman [one grade only]	41				
Lorry Loader	41				
Sanitation Man	41				
Sanitation Worker ( <i>Oiling of Cesspits</i> )	41				
Scavenger Loader	41				
Tradesman Assistant [one grade only]	41				
Underground Worker	41				
Yardman	41				
River Control Worker (Works)	43				
Sanitation Worker	43				
Drainer	44				
Fodderman	45				
Labourer ( <i>male</i> )	46				
Sweeper ( <i>Sanitary</i> ) - roads and apron drains only	46				
Labourer ( <i>female</i> )	53				
Hand Mowing Machine Operator					
Female Forest Worker					

## Appendix “C”

### Grading Matrix

<b>Grade</b>	<b>Classification Factors</b>
1	Skills consistent with the ability to co-ordinate and supervise the activities of one or more supervisor(s) in Grade 2. <b>and is either</b> Required to have skills at a level consistent with that of a <i>National Craftsman Certificate</i> or equivalent. <b>or have</b> Skills consistent with practical experience of more than four years working full-time in a trade/craft or appropriately related area of work
2	Skills consistent with the ability to supervise a group of workers, which includes workers in Grades 3 to 5 <b>and is either</b> Required to have skills at a level consistent with that of a <i>National Craftsman Certificate</i> or equivalent. <b>or have</b> Skills consistent with practical experience of more than four years working full-time in a trade/craft or appropriately related area of work
3	Required to have a skill to a level consistent with that of a <i>National Craftsman Certificate</i> or equivalent <b>and</b> an appropriate additional certification <b>or</b> Skills consistent with ability to repair, service and overhaul extra heavy motor vehicles, plant and equipment
4	Skills to a level consistent with that of a <i>National Craftsman Certificate</i> or equivalent; <b>or</b> Skills consistent with practical experience of at least four years working full-time in a trade/craft or appropriately related area of work <b>or</b> Skills consistent with the ability to operate and/or drive specialist heavy equipment and/or vehicles requiring a Class 7 endorsement
5	Skills to a level consistent with that of the first year syllabus of the <i>National Craftsman Certificate</i> or equivalent <b>or</b> Skills consistent with practical experience of at least two years working full-time in a trade/craft or appropriately related area of work <b>or</b>

Grade	Classification Factors
	<p>Skills consistent with the ability to supervise a group of workers, which includes worker(s) in Grade 6.</p> <p><i>or</i></p> <p>Driving skills for which a Class 5 or 6 Driving Permit is required</p>
6	<p>Skills consistent with practical experience of at least one year working full-time in a trade/craft or appropriately related area of work</p> <p><i>or</i></p> <p>Skills consistent with the ability to supervise a group of workers in Grade 7 or below</p> <p><i>or</i></p> <p>Driving skills for which a Class 4 Driving Permit is required</p> <p><i>or</i></p> <p>Skills consistent with the ability to keep basic records and make simple mathematical calculations</p>
7	<p>Skills consistent with practical experience of at least 2 months working full-time in an appropriately related area of work</p> <p><i>or</i></p> <p>Driving skills for which a Class 3 or 2 Driving Permit is required.</p>
8	<p>Skills that require a period of between 2 weeks and two months on-the-job experience to achieve the standard required for the post</p> <p><i>or</i></p> <p>Skills consistent with the ability to use simple mechanical equipment and/or tools</p> <p><i>or</i></p> <p>The ability to utilise basic literacy and numeracy skills</p>
9	<p>No previous experience required, although a minimal induction period may be necessary. Skills consistent with the ability to use basic non-mechanical equipment and/or tools.</p>



## **Appendix "D"**

PD(JNC):33/3/23

### **Letter of Understanding on Taskwork**

Personnel Department  
Valpark Building,  
76-78 St. Vincent Street,

July 29, 1992

### **LETTER OF UNDERSTANDING BETWEEN THE CHIEF PERSONNEL OFFICER AND THE NATIONAL UNION OF GOVERNMENT AND FEDERATED WORKERS ON TASK WORK FOR HOURLY, DAILY AND WEEKLY-RATED WORKERS**

Article XVII - Miscellaneous Provisions, Section (xvii) - Task Work - of the last registered Collective Agreement between the parties covering the period 1.1.78 to 31.12.80 which now comprises the terms and conditions of the individual contract of employment of the workers in the bargaining unit provides as follows:

The principle of task work for the under mentioned types of work is accepted:

- (1) Cutlassing
- (2) Weeding and Edging
- (3) Cleaning of drains, paved and unpaved excavation of drains
- (4) Sweeping
- (5) Work on backwalling and backfilling
- (6) Work in rivers, swamps, drains and stagnant water
- (7) Forestry
- (8) Pulverising of pitch manually
- (9) Rubble Masonry Bulkwalling

The said individual contract of employment also provides at Article II - HOURS OF WORK - thereof, that the normal work day for hourly, daily and weekly-rated employees in the bargaining unit shall be eight (8) hours from 7.00 a.m. to 4.00 p.m. (excluding meal time) Monday through Friday and that the normal hours are subject to change only by Agreement between the Employer and the Union.

It is hereby agreed that a starting time of 5.30 a.m. may be used, where applicable in respect of workers who are engaged in the following types of work:

- (1) Cutlassing
- (2) Edging
- (3) Pulverising of pitch manually
- (4) Sweeping

(5) Cleaning of drains, paved and unpaved

(6) Forestry (cutlassing).

It is agreed that the size of all tasks must be so structured by the Employer as to be the equivalent of a day's work.

It is also agreed between the parties that commencement at 5.30 a.m. will not attract overtime compensation for work before the normal starting time of 7.00 a.m.

In all instances of task work, the size of the allotted task should be made known to the worker before the work commences, and must be inspected and measured upon completion in his presence.

Following satisfactory completion of the task the worker shall be permitted to leave and the time sheet should be certified by the Supervisor, that the worker has completed a task that is equivalent of a day's work.

*For the Employer*

GAJRAJ SINGH

---

A. FLEMING

---

YVETTE SIMON

---

SAMUEL EDWARDS

---

JAMES COOPER

---

*For the Union*

SELWYN JOHN

---

ROBERT GIUSSEPPI

---

DEO BHARATH

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Dated this 29th day of July 1992.

## **Appendix "E"**

PD (JNC): 33/3/23

### **Personnel Department Circular No. 4/92**

**From:** Chief Personnel Officer

**To:** Permanent Secretaries, Heads Of Departments  
Clerk, Tobago House Of Assembly, Heads Of  
Statutory Authorities And Of Other  
Agencies Represented On The Joint  
Negotiating Committee

**Date:** 6<sup>th</sup> October, 1992

**SUBJECT: AGREEMENT BETWEEN THE CHIEF PERSONNEL OFFICER AND THE NATIONAL UNION OF GOVERNMENT AND FEDERATED WORKERS ON TASK WORK FOR HOURLY, DAILY AND WEEKLY-RATED WORKERS UNDER THE JOINT NEGOTIATING COMMITTEE AGREEMENT**

I invite attention to the provisions of Article XVII - Miscellaneous Provisions, Section (xvii) - Task Work - as well as Article II - Hours of Work, Sections (i) and (ii)(a) thereof - of the 1990 -1992 Memorandum of Agreement, covering daily-rated workers employed by the Central Government, the Tobago House of Assembly, the Municipal Corporations, Statutory Authorities and other Agencies represented on the Joint Negotiating Committee, and wish to advise you that an Agreement has been reached between the Chief Personnel Officer and the National Union of Government and Federated Workers that a starting time of 5.30 a.m. may be used, where applicable, in respect of workers who are engaged in the following types of task work:

(1) Cutlassing	(2) Edging
(3) Pulverizing of pitch manually	(4) Sweeping
(5) Cleaning of drains, paved and unpaved	(6) Forestry (cutlassing) unpaved

2. It has also been agreed that:

- (i) the size of all tasks must be so structured by the Employer as to be the equivalent of a day's work;
- (ii) the commencement time of 5.30 a.m. will not attract overtime compensation for work before the normal starting time of 7.00 a.m. as stipulated in Article II - Hours of Work, Section (i) and (ii) (a) thereof;
- (iii) in all instances of task work, the size of the allotted task should be made known to the worker *before* the work commences and must be inspected and measured upon completion in his presence;

(iv) following *satisfactory* completion of the task, the worker should be permitted to leave and the time sheet should be certified by the Supervisor that the worker has completed a task that is equivalent to a day's work.

3. Permanent Secretaries; Heads of Departments; Clerk, Tobago House of Assembly; Heads of Statutory Authorities and of other Agencies represented on the Joint Negotiating Committee are asked to implement the above Agreements with immediate effect and to ensure that the contents of this Circular are brought to the attention of all relevant personnel involved in the supervision and execution of task work.

4. This Circular is issued with the concurrence of the National Union of Government and Federated Workers.

**THECLA REYES**  
**Ag. Chief Personnel Officer.**