

MEMORANDUM OF AGREEMENT
Between
THE ANTIGUA AND BARBUDA CONTRACTORS ASSOCIATION
And
THE ANTIGUA & BARBUDA WORKERS' UNION

Agreement entered in this 1st day of **January** 2007 between the Antigua and Barbuda Workers' Union, herein after referred to as "the Union" and the Antigua and Barbuda Contractors' Association and all its members and assigns, hereinafter referred to as "the Employers" Contract to be signed by all full members bound by same.

PREAMBLE

Whereas the parties hereto desire to co-operate in establishing conditions which will tend to secure to the employees concerned a living wage and fair and reasonable conditions of employment, and to provide methods for fair and peaceful adjustment of all disputes which may arise between them so as to secure uninterrupted operation of business, and to the employers a fair days work and maximum productivity.

Therefore be it mutually agreed as follows:

1. **RECOGNITION**

The Employer agrees to recognize the Union as the sole Collective Bargaining Agent for all its employees as set out in Schedule 1, subject to the provisions of Clause 22.

2. **HOURS OF WORK**

- a. The normal hours of work shall be 40 hours per week for all hourly paid workers.
- b. Normal hours of work shall be shown below, but these may be varied on agreement between the Employees and the Employers:

| | | | |
|-----------|--------------|-----------------|-----------------|
| Monday | 8 hours i.e. | 7a.m. – 12 noon | 1 p.m. – 4 p.m. |
| Tuesday | “ | “ | “ |
| Wednesday | “ | “ | “ |
| Thursday | “ | “ | “ |
| Friday | “ | “ | “ |

Watchmen shall be weekly paid employees, a week having six (6) working days.

- c. Employees shall arrive at work on time at all times. Persistent lateness will constitute grounds for disciplinary action.

3. **PAID PUBLIC HOLIDAYS**

a. The following are Statutory Public Holidays:

| | |
|----------------------|----------------|
| Independence Holiday | August Monday |
| Easter Monday | New Year's Day |
| Good Friday | Christmas Day |
| Whit Monday | Boxing Day |
| Labour Day | V. C. Bird Day |

b. Workers will be paid their normal days pay for the days shown above, if they have worked the scheduled work day immediately before and the scheduled work day immediately after the public holiday and had the holiday not occurred would have worked 40 hours. A reasonable excuse for the workers' absence will receive consideration for the purpose of payment.

4. **OVERTIME**

Overtime shall be paid to workers on the following basis:

- a. Time and a half for the first four (4) hours after normal hours, thereafter double time.
- b. Saturday; time and a half for the first four (4) hours, double time for the succeeding four hours; thereafter, triple time. Sunday; double time for the first eight (8) hours; thereafter, triple time.
- c. Normal wages plus time and a half on Public Holidays for eight (8) hours and three (3) times thereafter if work is performed.
- d. Double time will be paid when an employee works through his lunch hour, but then he will be entitled to no lunch hour. A concession of up to 15 minutes may be granted at the discretion of the Supervising Officer.
- e. While overtime work is not compulsory, employees are expected to cooperate with the employer when required to work overtime, and particularly in cases of emergency when little or no notice has been given.
- f. Whenever possible workers will be given a days notice of the intention to carry out overtime work.
- g. For the purpose of overtime calculation a day is considered to start at midnight and end the following midnight.

5. **VACATION**

- a. Vacation leave with pay shall be granted annually to all employees on the following basis:

| | |
|----------------------|-----------------|
| 1-3 years of service | 12 working days |
| 4-7 “ “ | 15 “ “ |
| 8-11 “ “ | 20 “ “ |
| 12 and over | 25 “ “ |

- b. When a workers’ service is terminated before he has completed one year’s service, his leave will be calculated on a pro- rata basis.
- c. For the purpose of calculating vacation leave, a worker who has actually worked a minimum of 180 days, or has completed a minimum of 220 days of employment with a contractor with-in a period of twelve calendar months, shall qualify for a full year’s vacation entitlement, or the proportionate part thereof, whichever is applicable.

6. **SICK LEAVE**

Sick leave with pay shall be given to employees as follows:

- a. Except in cases of Acts of God, or for just cause, the employee must give notice to the employer of his illness during the first day of such illness, and must produce a Medical Certificate certifying his/her illness on the third day, if the illness continues.
- b. Employees, who have been working less than twelve (12) months with a contractor, shall be granted sick leave with pay of up to twelve (12) working days.
- c. Employees with 1 – 4 years of service 14 working days
“ “ 5 – 7 “ 21 “
“ “ 8 and over “ 28 “
- d. Of the Sick Leave entitlement in 6c- above, uncertified absence (i.e. one or two days) will be limited to 12 days in any one calendar year. But the said Sick Leave shall not exceed the amounts stipulated in c- above.
- e. Employees on vacation will not be entitled to Sick Leave in addition thereto.
- f. Additional Sick Leave over and above the entitlement will be granted at management’s discretion.

- g. The employer will pay the employee his full wage for at least twelve (12) days of illness in any one calendar year, thereafter the worker will collect benefits from the Social Security Scheme.

7. **LEAVE OF ABSENCE**

- a. Compassionate Leave:

All employees shall be granted two (2) days leave of absence with full basic pay in cases of the death of a parent, spouse, child, or relative living with the employee.

One day's leave will be granted in case of death of brother or sister who does not live with the Employee.

Leave in the case of death of other relatives will be granted at management's discretion.

- b. Leave for Union Seminars/Conferences:

It is agreed that time off with pay will be granted to selected employees to attend Union Conference and Seminars provided an application in writing is made by the Union to the employer one week before the starting date of the Conference or Seminar.

The employer agrees that this privilege will not be withheld unless the operation of the Company will be seriously affected, it being agreed and understood however, that said time off will be limited to the following:

Conferences: Up to 3 persons at Management's discretion for two (2) days in any one instance.

Seminars: Two (2) persons for two days and an additional two days if necessary at Management's discretion.

8. **HEIGHT ALLOWANCE**

Height Allowance will be paid as follows:

- a. Whenever work is carried on at a height of 50 feet to 75 feet unprotected above the ground or nearest platform, an extra \$1.50 per hour will be paid.
- b. Where the unprotected height is 76 feet to 100 feet workers will be paid an additional 50% of his rate.

- c. Where the unprotected height exceeds 100 feet double time the hourly rate will be paid.

9. **CALL-OUT ALLOWANCE**

- a. Employees who have completed their normal days work and gone home, and are called back to work overtime, or an employee who is called out on his rest day shall be paid a call-out Allowance of \$12.00 and will guaranteed four (4) hours or pay for four hours at the prevailing rate.
- b. Call-out Allowance shall not be paid if the employee is given 24 hours notice that he will be called out on his rest day.
- c. Similarly, this allowance will not be paid if the employee continues to work after the normal hours and goes into overtime.

10. **PROTECTIVE CLOTHING/MUCK ALLOWANCE**

- a. Workers engaged under abnormal working conditions for longer than two (2) hours shall be supplied with suitable protective clothing.
- b. When working in water or much of a depth of fifteen (15) inches or more, workers will receive an extra \$1.50 per hour.
- c. When working in water or much of a depth of three (3) feet or more, workers will receive an extra 50% of their hourly rate.

11. **TRANSPORTATION**

- a. Transportation will be provided from a central point in St. John's to any project which is a distance of one mile or more beyond the city limits. This is without prejudice to the existing practice of transporting workers from certain villages to particular job sites by arrangement.
- b. A suitable truck with safe seating and a tarpaulin will be provided for this purpose. The maximum number of workers to be carried in any one truck will be determined by the Police Permit. The driver will be responsible to see this number is not exceeded, and also for the tarpaulin. He may ask anyone on the truck to assist him with the tarpaulin.

12. **PAYMENT FOR LOSS TIME DUE TO FAILURE OF TRANSPORTION PROVIDED**

Management will make one worker on each truck responsible for reporting any breakdown. If there is a breakdown in transportation, the workers delayed

as a result will be paid their normal days pay. The workers must remain available however, while alternative transportation is arranged. The worker responsible for making the report must make every effort to hire another truck or ask another worker to assist him in doing so.

13. **PAYMENT FOR TIME LOST DUE TO RAIN**

- a. Where workers report for work and are unable to work because of rain they will be paid for two hours.
- b. Where work commences and has to be stopped before lunch time, the workers will be paid up to lunch time. Transportation to be provided by 1:00 p.m.
- c. Where the worker works all morning and commences to work after lunch and work ceases because of rain, payment will be made for the whole day.
- d. Where a worker has not worked in the morning but commences to work after lunch and is so affected he will be paid for the half day he would have worked had it not rained.

14. **PAYMENT FOR TIME LOST FOR OTHER REASONS**

Five (5) hours pay will be granted to a worker who reports to work at the job site on a given day and is unable to work through no fault of his own.

15. **HEALTH AND SAFETY**

Members of the Association will conform to all regulations stipulated by existing legislations or introduced subsequently.

16. **EMPLOYMENT OF LOCAL FOREMAN**

Whenever it is necessary to employ a General Foreman, Management will make every effort to employ a suitable qualified local person. Where they are unable to do so they may inform the Antigua & Barbuda Workers' Union. The final decision rest with Management.

17. **FOREMAN & ACTING FOREMAN**

- a. Management will employ a Foreman for each of the following categories of work where twenty (20) or more workers in each category are employed. Final decision rest with Management.
- b. Categories of workers:
Carpenters Masons Electricians

Steel benders
Riggers
Labourers

Plumbers
Painters

Black-smiths
Welders

- c. Where a worker is required by Management to act as a Foreman for one (1) continuous week or less, he will be paid at a rate of half the difference between his pay and the pay of the person for whom he is acting.
- d. Where this acting period exceeds one (1) continuous working week he will be paid at a rate of half the wage of the employee for whom he is acting and half the minimum wage of the post in which he is acting, but the total wage must not exceed the minimum of the post.
- e. Should the acting continue for six (6) continuous weeks or more, he should be confirmed in the post if he is suitable.

18. **SEVERANCE PAY**

Severance Pay will be paid to a worker who is separated from the company by reason of a reduction of the workforce, redundancy or for any reason for which the Management is responsible.

- a. 12 working days for each year of service from 1 – 4 years at his last basic rate of pay

14 working days for each year of service from 5 – 8 years at his last basic rate of pay

16 working days for each year of service from 9 years and over at his last basic rate of pay
- b. If workers resign or walk off, or if dismissed for cause, he will not qualify for Severance Pay.
- c. For the purpose of calculating Severance Pay, a worker who has actually worked a minimum of 180 days, or has completed a minimum of 220 days employment with a contractor, within a period of twelve calendar months, shall qualify for a full year's severance entitlement. Workers failing to achieve these minimums shall be paid on a pro-rata basis for each calendar month or major part thereof.

19. **KITCHEN, COOKS, DRINKING WATER**

- a. Whenever necessary, adequate facilities will be provided as agreed with the workers, and or Shop Steward.

- b. When cooks are employed they should not cook for more than sixteen (16) persons. This may be varied however depending on the circumstances, and as agreed by management and the workers.

A suitable drum with top, containing drinking water will be provided by Management, and shall be marked "Drinking Water."

- c. Cooks and cook help shall be given free medical checks once per quarter at the expense of Management, but they must produce the initial medical certificate.

20. **WAGES**

The rates of wages to be paid are as shown in Schedule 1 attached to this agreement. These rates shall apply throughout the Building Industry.

Where a worker has been receiving a plus rate he will be paid the new minimum rate plus the differential.

21. **PAYMENT TO WORKERS**

Payment will be made to workers on the job during working hours, whenever possible i.e. before 4 p.m.

22. **REPRESENTATION**

An individual employee shall not be denied the right to be represented by another Union, provided that the Antigua & Barbuda Workers' Union is so informed and may exercise its right to be present.

23. **UNION FUNCTION**

- a. The Union shall have the right to appeal at any time on any question affecting the welfare of the employees.
- b. The employers shall provide Bulletin Boards. All Union notices placed on such boards shall relate solely to official business and shall have the authorized signature of the union and be approved by the employer before being placed on the board.
- c. The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and the name of the Shop Steward who will advise them of the terms and conditions set out in the Agreement. The Employer also agrees to deduct Union Dues from the employees pay on a weekly basis provided a signed authorization is given by the workers. Where no signed authorization is received, the Negotiating Fee as

prescribed by law will be deducted. Both amounts should be forwarded to the ABWU with a list showing the amount deducted the name of the worker and the period no later than the 15th of the following month.

- d. When representatives are entitled to distribute literature pertaining to official Union matters which will be copied to Management and to convene Union meetings on the employer's premises during recess period on working days, or when agreed by the employer, during working hours.
- e. Union representatives shall be entitled to leave their work during working hours in order to carry out functions under the agreement including investigation and processing of grievance, attendance at meetings with Management, participation in negotiations, conciliation, arbitration, and mediation. Permission to leave work during working hours for such purposes shall first be obtained from a member of Management, but such permission shall not be unreasonably withheld. All normal working hours thus spent shall be considered to be time worked.

24. **SHOP STEWARD**

- a. Shop Stewards will be Union representatives on the job. They will be allowed adequate time off from their regular duties to conduct necessary Union business relative to the job.

The employer will co-operate with the Union to ensure at least one Shop Steward is appointed whenever fifteen (15) or more workers are employed on a job.

- b. Shop Stewards will have top Seniority so that they will normally be considered last in lay off in the trade or type of work they perform during their term of office. Employees with the best ability, however, may be retained to complete a particular job in preference to the Shop Steward in terms of skill.

25. **LAY-OFF NOTICE**

- a. All workers will be given, whenever possible, one week's notice or pay in lieu thereof, provided they have worked sixty (60) continuous working days with the contractor, and are being laid off because of reduced work.
- b. In the event that adverse conditions or developments in his operations are considered by the employer to warrant unusual reductions in the labour force, the employer will consult with the Union representatives in order to take positive steps by all concerned to avert or minimize as far as possible reductions in the work force by the adoption of appropriate measures

without prejudice to the efficient and economic operations of the job. The final decision, however, rests with Management.

26. **NEW CLASSIFICATION**

Should the work require categories other than those set out in the Schedule of Rates attached hereto; Management and the Union will jointly discuss such new categories and agree on their rates of pay.

27. **HIRING CALL**

The Employer may call on the Union for workers and the Union shall supply suitable qualified workers in the categories required by the Employer, if able. The final decision rests with Management.

28. **NEGOTIATIONS WITH OTHER CONTRACTORS**

Where the Union is called upon to negotiate with any Contractors who may not be a member of the Association, the Association will be so informed and will have the right to attend such negotiations.

29. **DISTRIBUTION OF AGREEMENT**

Each Shop Steward will be given a copy of this Agreement by the employer. A copy will also be made available on each job site and two copies given to the Union.

30. **GRIEVANCE PROCEDURE**

- a. Any worker, who has grievance, will report to his Shop Steward or Supervisor. The Shop Steward or Supervisor with the worker will then take up the matter with the Company's representative on the site. If no settlement is reached the matter should be reported to the Company and the Union. Both sides shall then endeavour to settle the matter.
- b. If no settlement is reached the matter may be reported by either or both to Labour Commissioner for conciliation.
- c. During this procedure there shall be no strike, go slow or similar protest by the Union and workers, or any lock-out or similar by the Company.

31. **DURATION**

This Agreement shall become effective and apply as from **1st January, 2006 to January, 2007.** It shall remain in force until cancelled or amended by a subsequent agreement; it being understood that notification

for renewal, amendment, or alteration of said agreement, must be given by either or both parties at least **ninety (90) days** prior to the expiration date of the Agreement.

For and on behalf of
ANTIGUA & BARBUDA
CONTRACTORS ASSOCIATION

For and on behalf of
ANTIGUA & BARBUDA WORKERS'
UNION

.....
GILCON ENTERPRISES LTD.

.....
SEN. CHESTER N. HUGHES

.....
ROBERTS CONSTRUCTION

.....
SEN. DAVID A. D. MASSIAH

.....
SAMS ENGINEERING

.....
MR. HESKETH WILLIAMS
LABOUR COMISSIONEER

.....
DAVIS & DAVIS BUILDERS LTD.

.....
GROUP TEN LTD.

.....
LINTON MARK CONTRACTORS

.....
TROPIC BUILDERS

.....
PIERSON CONSTRUCTION

.....
BROWN BROTHERS CONSTRUCTION

.....
NETFA & HILL ENTERPRISES

SCHEDULE 1

WAGES

| | <u>OLD RATE</u> | <u>CURRENT RATE</u> <u>1 Oct. 1992</u> |
|---------------------------------------|------------------------|---|
| Labourers | \$ 9.00 | \$ 9.92 |
| Tradesman "B" | 10.00 | 11.14 |
| Tradesman "A" | 12.50 | 13.70 |
| Cooks | 7.52 | 8.32 |
| Timekeepers | 9.25 | 10.22 |
| Quarry Workers | 9.00 | 9.95 |
| Mixer Operators | 9.15 | 10.00 |
| Drivers of Truck, Pickups | 11.00 | 12.15 |
| Drill Operators | 10.85 | 12.00 |
| Watchmen (per week) | 357.92 | 395.50 |
| Operator of Heavy Duty Equipment | 16.48 | 18.22 |
| Drivers of Tractors without front end | 9.28 | 10.25 |
| Drivers of Tractors with front end | 11.10 | 12.26 |
| General Foreman | 22.48 | 24.84 |
| Assistant Foreman/Leader Hands | 14.20 | 15.68 |
| Labour Foreman | 10.50 | 11.60 |
| Skilled Foreman | 16.02 | 17.70 |

Other Categories, if any, increase by 10.5%

