

PROTOCOL FOUR
OF THE
SOCIAL PARTNERSHIP
2001 - 2004

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PROTOCOL FOUR OF THE SOCIAL PARTNERSHIP

2001 – 2004

PREAMBLE

The Government, Employers' Representatives and Workers' Representatives (herein called the "Social Partners")

RECOGNISING that there resides among them a mutuality of interest, an inherent interdependence and a maturity in the exercise of their relationships;

FURTHER RECOGNISING that the success of any sustained social and economic progress in Barbados will depend to a considerable extent upon their on-going individual and collective commitment to a philosophy of governance which is characterised by participatory democracy and the subjugation of their sectoral interests to the national good;

ACKNOWLEDGING that the recent continued social and economic development of Barbados has in large measure been achieved by an adherence to the broad principles contained in the initial Protocol for the period 1993-1995 and its successors.

FURTHER ACKNOWLEDGING that there are potential societal and economic benefits to be derived from an expansion of the scope of such previous tripartite agreements;

SUBSCRIBING to the principles enunciated in the International Labour Organisation Convention 87, Convention Concerning Freedom of Association and Protection of the Right to Organise, in the International Labour Organisation Convention 98, Convention Concerning the Application of the Principles of the Right to Organise and to Bargain Collectively, and ILO Convention 144 on Tripartite Consultation;

BELIEVING that voluntarism, as conceptualised and applied to industrial relations in Barbados, and particularly through those conventions and practices which have been carefully developed and followed over the years, remains critical to the success of any continued tripartite endeavours;

REAFFIRM their commitment to industrial harmony by the application of that very concept of voluntarism and through the observance of the principles of tripartism as established by the International Labour Organisation;

RECOMMIT themselves to a formal structure to govern their continued collaboration and consultation on fundamental issues affecting their individual and collective contributions to all aspects of national development;

and

RESOLVE therefore to enter into a Social Compact for the period 1st April, 2001 to 31st March, 2004, the basis of which is given expression in this Protocol.

STATEMENT OF INTENT

1.1 The Social Partners desire through their association in a Social Compact to create a modern, efficient economy which is able to produce high and sustainable economic growth accompanied by increased employment, to establish through low inflation an equilibrium between prices and incomes, and to achieve a society which enjoys a greater degree of inclusiveness in all its facets and where a conscious and deliberate effort is made to distribute equitably the benefits of economic growth.

1.2 The Social Partners regard this Protocol as an instrument of policy to achieve industrial harmony and as a means to confront the challenges of globalisation and the demands of the information age with a view to improving the competitiveness of the economy as part of the future social development of Barbados.

1.3 The Social Partners believe that their association in this endeavour should be characterised by a willingness to pursue a joint approach to the formulation of policies, to the solving of problems, and to the management of a process of change and social development.

1.4 The Social Partners accept that the success of the private sector is an important element in the continued economic growth of Barbados, and agree to the development of such strategies as would strengthen the potential for expansion by the entire private sector.

1.5 The Social Partners agree that during the period of the Social Compact labour shall not be required to vary benefits and conditions which it currently enjoys, unless it is for immediate general improvement or, unless by any such variation, labour assists in effecting the long term improvement in the conditions of those employed and creates jobs for the unemployed.

1.6 The Social Partners accept and agree that the Social Compact must be based on mutual respect, on an implicitly expected discipline in the scrupulous observance of obligations, and on a clear and unequivocal national commitment to its stated objectives.

SPECIFIC MAJOR OBJECTIVES

2.1 In pursuance of the foregoing the Social Partners agree that the Social Compact is predicated on the following major objectives:

- (i) The repositioning of the Barbadian economy (by the year 2005) through the protection, consolidation and advancement of Barbados' best economic interests in the regional, hemispheric and global economic environment such that the country can succeed in building a fully developed society in which all are afforded the opportunity to secure the highest standard of living.
- (ii) The reduction of social disparities through those protections which are inherent in an acknowledgement of the right to decent work freely chosen and the provision of opportunities for access to increased employment.
- (iii) The national commitment to increased competitiveness through improved productivity and efficiency in the workplace.
- (iv) The maintenance of an industrial relations environment conducive to a continuation of stable industrial relations.
- (v) The protection of the domestic economy specifically through the preservation of the existing parity of the exchange rate and the achievement of balance between prices and incomes.
- (vi) The consolidation of the process of tripartite consultation.

2.2 The Social Partners agree in respect of the above specific major objectives to act so as to ensure:

- (i) (a) the maintenance of a diverse economy based on the production of high quality goods and services, and with flexibility of approach to allow advantage to be taken of niche markets as they present themselves domestically, regionally and internationally;

- (b) participation in regional, hemispheric and global trade agreements on such terms and conditions as do no violence to the nation's long term economic and social development;
- (ii) (a) the pursuit of greater social inclusion and the reduction of disparities, particularly through the provision of increased opportunities for employment;
- (b) the reduction of unacceptably high levels of unemployment and underemployment, recognising the relationship between unemployment and poverty and the attendant risk of social dislocation, particularly among young people;
- (iii) the maintenance of a stable industrial relations climate in Barbados, recognising the pre-eminence of its contribution to the success of the macroeconomic programme for the realisation of sustained economic growth and development through increased competitiveness;
- (iv) the continued national commitment to increased productivity at all levels, recognising that improved competitiveness will contribute to the sustained expansion of the economy with all its attendant social benefits;
- (v) the protection of the domestic economy by:
 - (a) the continued safeguarding of the existing parity of the rate of exchange, recognising that any deterioration in this rate will lead to a significant reduction in the living standards of the vast majority of Barbadians;
 - (b) the achievement of a balance between prices and incomes, recognising that demands made upon workers to restrain their proposals for increases in wages and other compensation payments, in the interest of making Barbados more competitive, cannot be to the exclusion of those considerations where workers seek to maintain and improve their standards of living, and so must be

accompanied by a reciprocal moderation in price increases;

- (vi) the further consolidation of the practice of dialogue and effective consultation among the Social Partners on fundamental issues of economic and social policy, recognising that there must be joint ownership of the process of change and that it is in the national interest for there to be the widest possible participation in such discourse.

GLOBALISATION

3.1 The Social Partners are aware that the onset of globalisation and trade liberalisation demands an intensified co-operative effort to accelerate economic growth, increase employment and improve the living standards of all Barbadians.

3.2 The Social Partners realise that there is need to raise efficiency and productivity in all spheres of activity to a level where Barbadian businesses can compete and Barbadian products and services can be cost competitive in the new global environment.

3.3 The Social Partners recognise that the private sector provides the vital engine of growth in the economy and plays a critical role in the generation of employment, in the development of investment opportunities and prosperity in the country.

3.4 The Social Partners agree that, if full advantage is to be taken of the opportunities inherent in globalisation, there must be the implementation of those policies which ensure the further development of all of the productive sectors of the economy, and which allow the utilisation of all the resources of the public service.

PRODUCTIVE SECTORS OF THE ECONOMY

3.5 The Social Partners recognise the contribution of the productive sectors of the economy – broadly identified as tourism, agriculture, manufacturing, financial and other services – to the continued and sustained growth of the economy.

3.6 The Social Partners also recognise the integral role of small and micro enterprises in the productive sectors of the economy and their potential to contribute to increased levels of investment and employment. They further agree, given the peculiarity of circumstance due to their size and vulnerability, that special attention will be paid to this category within the productive sectors.

3.7 The Social Partners in furtherance of the development of small businesses commit themselves in particular to support the following:

- (a) a national public education and awareness programme to highlight the importance of small business to the economy;
- (b) policies which promote creativity, the development of business acumen, and the encouragement of entrepreneurial endeavour;
- (c) policies which will foster investment and employment through the strengthening of small enterprises thereby contributing to levels of investment and the inclusion and empowerment of individuals;
- (d) programmes of education and training which are specifically designed to address the special and continuing needs of small businesses.

3.8 The Social Partners further recognise the contribution of Credit Unions and other cooperatives to national development through providing opportunities for wealth creation and economic empowerment of the people of Barbados. The Social Partners agree to promote those policies which ensure the financial stability of the Credit Union movement and which assist in its furtherance of the human and social development in Barbados.

3.9 The Social Partners agree to support the application of such policies and practical measures as will ensure the on-going competitiveness of the productive sectors.

3.10 The Social Partners further agree that those policies should be focussed on –

- (a) raising productivity and efficiency in all spheres of activity to a level where Barbados can compete internationally;
- (b) the development and implementation of an on-going nationwide campaign for the purchase of local goods and services as a matter of preference;
- (c) a sound agricultural policy, including the reform of the sugar industry, which provides among other things for a national food security plan;
- (d) a tourism development strategy which improves tourism contribution to national growth, makes the product attractive to the clientele, rewards investors and is structured to provide decent work and reasonable career prospects;
- (e) the provision of assistance for local enterprises to become internationally compliant with International Standards Organisation (ISO), Hazard Analysis Critical Control Points (HACCP) and similar standards.

3.11 The Social Partners agree that in such an environment the private sector must be recognised as the main engine of growth in the economy.

3.12 The Social Partners agree to work together to develop coordinated national approaches to initiatives launched by the multilateral institutions such as the World Bank, the International Monetary Fund (IMF), the Organisation for Economic Co-operation and Development (OECD) and others.

3.13 The Social Partners further agree that in order for this programme to succeed, steps must be taken to develop an enterprise culture. These steps should include measures to ensure the:

- a. broadening of share ownership in local companies;
- b. promotion of Employees Share Ownership Plans (ESOPs);

- c. growth and harmonisation of the local and regional stock markets;
- d. further enhancement of the total environment to encourage direct foreign investment;
- e. instituting of policies to promote joint venture partnerships and alliances between local and foreign enterprises;
- f. development of agencies such as Junior Achievement, The Barbados Youth Business Trust and The Youth Entrepreneurship Scheme;
- g. promotion of work of the Enterprise Growth Fund and similar agencies;
- h. development of public awareness and education programmes to demonstrate that the best way of achieving improved standards of living and sustainable prosperity is through the development of a productive and competitive economy.

PUBLIC SECTOR

3.14 The Social Partners acknowledge that essential to good governance is the effective management of a Public Service which is efficient and timely in the provision of those services necessary for the further development of Barbados, particularly those which affect the competitiveness of the economy in the context of globalisation.

3.15 The Social Partners support the continued reform of the Public Service into a modern and efficient organisation which is independent, impartial and accountable, and whose administrative policies promote innovation, initiative, and an acceleration in the making of decisions, and, in general, provide working conditions which are conducive to increased productivity and greater job satisfaction.

3.16 The Social Partners also support such transparent recruitment, promotion and training policies as will ensure that the Public Service is

staffed by persons of integrity who are highly trained, well motivated, and whose commitment to duty is in the best traditions of the Public Service of Barbados.

EMPLOYMENT

NATIONAL EMPLOYMENT POLICY

4.1 The Social Partners agree that there should be an active national policy to promote full, productive and freely chosen employment in order to stimulate economic growth and development, to raise standards of living, to meet manpower requirements, and to overcome unemployment and underemployment;

4.2 The Social Partners further agree that such a national employment policy shall seek to give effect at all times to the concept of Decent Work as enunciated by the International Labour Organisation.

4.3 The Social Partners also agree that such a national employment policy should specifically:

- (a) Protect workers and employers who exercise their constitutional right to freedom of association;
- (b) Guarantee that workers in all sectors of the country, through their chosen representatives, are empowered to have their specific work place interests addressed as well as to be heard on those other social and economic issues which may affect them in their day to day situations, or otherwise have an impact on the total environment in which they live and raise their families;
- (c) Guarantee that employers in all sectors in the economy are empowered through their chosen representatives to be heard on those social and economic issues which may affect them;
- (d) Ensure the provision of those conditions which accord with an understanding of the right to decent work, including a written statement of the particulars of employment, the payment of adequate wages and salaries, reasonable working times,

satisfactory arrangements for wholesome conditions at work, for security when ill or otherwise reasonably absent from work, and for the application of suitable and acceptable benefits on retirement;

- (e) Seek to protect existing employment and to provide jobs for all those Barbadians who are available for and desirous of work, to make such work as productive as possible, and to ensure the freedom of choice of employment in an environment void of any form of discrimination where workers have the greatest possible opportunity to qualify for, and to use their skills and potential in a job well suited to them;
- (f) Provide adequate safeguards against recourse to contracts of employment for a specific period of time, whose effects are designed to run counter to the purpose of such a policy and so negate the intended protection of workers' security of tenure.
- (g) Prepare Barbadians to compete in a globalised labour market.

4.4 The Social Partners recognise that the success of their efforts to protect existing employment and to create additional jobs will depend in large measure on the extent to which Barbadians are satisfied with the comparable quality and price of locally produced goods and services, and thus influenced to purchase them as a matter of course rather than patronise what is offered by their competitors.

4.5 The Social Partners therefore commit themselves to use to the greatest extent possible those measures available to them which will encourage all Barbadians to purchase local goods and services as a matter of preference.

HUMAN RESOURCE DEVELOPMENT

5.1 The Social Partners recognise that investment in human resource development will assume increasing significance since the influences exerted by changing trends in regional and global trade have serious implications for Barbados, particularly in respect of the employment of its citizens.

5.2 The Social Partners also recognise that the achievement and maintenance of any competitive advantage in the long term will depend on the extent to which the investment in human resource development succeeds in creating a workforce dedicated to quality production, to lifelong learning and to the continuous upgrading of its skills.

5.3 The Social Partners therefore commit themselves at the national level to promoting and facilitating dynamic training and retraining programmes in order to enhance labour productivity, and, in general, to provide persons with such attitudes and skills as will better equip them for employment throughout their working life, and thus contribute to the process of social inclusion.

5.4 The Social Partners commit themselves in particular to the provision of appropriate training at the enterprise level in both the private and public sectors, including management development, so as to ensure the following for the benefit of all employees:

- (a) the development of individual potential so that persons can grow in their job and be able to compete on an equal footing whenever internal promotional opportunities arise;
- (b) the achievement of greater efficiency and effectiveness through skill enhancement so that persons can consciously seek to contribute more productively to known and agreed goals and objectives;
- (c) the achievement of gender equity through the redressing of any imbalances in skills or educational disadvantages;
- (d) the creation of opportunities for lifelong learning;
- (e) the development of an increased cadre of persons qualified as trainers in both the public and private sectors.

5.5 The Social Partners also commit themselves to the pursuit of the foregoing and agree to promote training initiatives at a level and of a type consistent with best practice, including continued support for those agencies and institutions which historically have provided educational and training services for employees at all levels.

PERSONS WITH DISABILITIES

5.6 The Social Partners agree that there should be no discrimination in employment against persons with disabilities, or who may become disabled during the course of their employment, and pledge to play their part in ensuring that such persons enjoy their rights and are aware of the initiatives which enable them to secure or retain their employment.

5.7 The Social Partners agree to promote a Code of Practice on the Employment of People with Disabilities, and to determine the feasibility of setting targets and time frames for the increased employment of disabled persons in the private and public sectors.

5.8 The Social Partners also agree to work closely with agencies and organisations for the disabled and to assist, in particular, with the following:

- (a) the collation of a national database of the full extent and types of the disabilities, respective skills, formal education, training and job experience of the disabled;
- (b) the identification of suitable opportunities for employment;
- (c) the identification of training schemes which can be provided to enhance the skills of the disabled and thus improve their prospects of employment.

CHILD LABOUR

5.9 The Social Partners undertake to implement such measures as will ensure there is no importation of any item for use or sale in Barbados where there is reasonable ground for belief that child labour has formed any part of the process of manufacture or production.

HEALTH IN THE WORK PLACE, INCLUDING HIV/AIDS AND OTHER LIFE THREATENING ILLNESSES

5.10 The Social Partners acknowledge that disabilities and absences are costly at the levels of the worker, enterprise and state, and therefore agree to co-operate to promote health awareness programmes with a view to

building well-being and morale and preventing loss of workers' productivity due to disability and unavoidable illnesses.

5.11 The Social Partners agree to develop a meaningful tripartite approach to confront the new and varied occupational health and safety challenges that affect the workplace, particularly repetitive strain injuries and mental health disorders.

5.12 The Social Partners recognise in particular that an unchecked expansion of the population suffering from HIV/AIDS and other life threatening illnesses will be reflected increasingly in the work place, and that such a phenomenon will have far reaching social and financial consequences, including additional demands on the allocation of state funds to meet the attendant cost of drugs, health care, counselling and welfare support.

5.13 The Social Partners acknowledge that there will be implications for all enterprises including the potential for reduced levels of productivity and increased replacement costs consequent upon the decimation of the skills and knowledge of those workers affected by HIV/AIDS and other life threatening illnesses.

5.14 The Social Partners subscribe to the view that the education of the entire work force provides the best possible defence against the potential impact of HIV/AIDS and other life threatening illnesses on the economy and the resultant devastation of the quality of life for Barbadians.

5.15 The Social Partners also believe that a tripartite approach to deal with HIV/AIDS and other life threatening illnesses in the work place is desirable, and therefore agree to support the work of those existing agencies which are already either providing the public with educational material or offering services to those suffering from HIV/AIDS or other life threatening illnesses.

5.16 The Social Partners, given the implications of HIV/AIDS and other life threatening illnesses in the work place, subscribe to the Code of Practice set out in Appendix I.

INDUSTRIAL RELATIONS ENVIRONMENT

INDUSTRIAL HARMONY

6.1 The Social Partners acknowledge that fundamental to the preservation of industrial harmony is an understanding of the nature of the relationship which must exist between the parties, particularly their collective responsibility to protect workers and employers in all aspects of the exercise of their constitutional rights including the right to freedom of association.

6.2 The Social Partners agree that the maintenance of industrial harmony depends upon the exercise of mutual respect for, and protection of, the rights and entitlements of both employers and workers since they are important elements in achieving the objectives of this Protocol.

- (a) Notwithstanding the Employers' right to final decision making and determination to safeguard the viability of their operations, the Social Partners agree that the basis for the protection of the interests and residual rights of the said employers are inextricably linked with the programme of the workers and their representatives for the nurturing of a culture of a shared vision with employers for development at the enterprise level.
- (b) The Social Partners thus agree that the maintenance of industrial harmony equally demands the safeguarding of the employers' viability, the stability of the government's programme and the security and protection of the workers' tenure, as well as it demands the adoption of the workers and their representatives as important consulting partners in decision making, and in the development of democratic practices at the workplace in furtherance of this objective.

6.3 The Social Partners also agree that industrial harmony will inevitably be jeopardised if those social protection and social dialogue issues upon which there has been agreement are thereafter negated by the actions and differing initiatives either of labour, private sector entities or agents of the Government as employer of labour.

6.4 The Social Partners accept that it is incumbent upon them individually and collectively to undertake specific programmes of training and education in industrial relations to ensure a full appreciation of the nature of labour management relations and the need for compliance at all levels with agreed best practices.

6.5 The Social Partners accept further that the basis for the protection of the interest and entitlements of employers, including the confidentiality, privacy and safeguarding of their viability, must take into account the right to plan, direct and control operations, allocate duties, specify, determine and amend working methods, promote or transfer workers, dismiss, declare redundant or discipline workers for adequate cause, and to make such rules and regulations as may be considered necessary for the orderly, efficient and safe conduct of their businesses and to require workers to observe and conform to such rules and regulations, provided always that such rights are exercised subject to the principles of reasonableness, comply with established and agreed procedures, are not inconsistent with the terms of existing collective agreements, and are in accordance with the Laws of Barbados.

6.6 The Social Partners also agree that it is in their mutual interest, and specifically for the furtherance of the objectives of this Protocol, to seek to avoid or reduce the potential for labour disputes by recourse to such consultative procedures as may be efficacious, including reference to the Subcommittee of the Social Partners for its advice and the use of its good offices.

6.7 The Social Partners also agree and accept that in furtherance of their intention to avoid and reduce labour disputes, there shall be the following framework for the conduct of good industrial relations by all the relevant parties and, in particular, for the safeguarding of the employers' viability and the protection of workers' security of tenure.

DEFINITIONS

"*employer*" means any person, body of persons, firm, company, corporation, public authority or any other undertaking who or which employs a person under a contract of service;

"*worker*" means an individual who has entered into or works under a contract of service with an employer, whether the contract is for manual labour, clerical work or otherwise, is expressed, implied, oral, or in writing;

"*employee*" has the same meaning as "*worker*" wherever it occurs;

"*consultation*" means joint consideration of matters of mutual concern with a view to arriving, to the fullest possible extent, at agreed solutions.

6.8 The Social Partners accept that the basis of any protection of workers' security of tenure must:

- (a) take account of the Universal Declaration of Human Rights which specifically provides in Article 23 that "everyone has the right to work, to free choice of employment, to just and favourable conditions of work and to protection against unemployment"; and
- (b) be consistent with principles enunciated by the International Labour Organisation.

TERMINATION OF EMPLOYMENT

6.9 The Social Partners further determine, consistent with their agreement in respect of a national employment policy, that all employees shall enjoy the right not to be unfairly dismissed, or to be unfairly prevented from continued employment, and that the procedure for the termination of any employment shall accord with:

- i) the principles of natural justice; and
- ii) the principles enunciated by the International Labour Organisation.

6.10 The Social Partners, cognisant of those principles, therefore agree that when, for reasons of an economic, technological, structural or similar nature, the employer contemplates terminations, he shall:

- (a) provide the workers' representatives concerned in good time with relevant information including the reasons for the

terminations contemplated, the number and categories of workers likely to be affected, and the period over which the terminations are intended to be carried out;

- (b) in accordance with national law and practice, give the workers representatives concerned, as early as possible, an opportunity for consultation on measures to be taken to avert or to minimise the terminations and measures to mitigate the adverse effects of any terminations on the workers concerned (such as finding alternative employment);
- (c) give due consideration to workers' representatives with regard to their retention in employment in case of a reduction of the work force.

GENERAL PROVISIONS

6.11 The Social Partners agree that it is in the interest of all workers to be provided as a matter of course upon their being hired with the name of their employer and a clear description of the job for which they are being employed.

6.12 The Social Partners also agree that:

- (a) security is an important element of the labour contract and, in the context of the Protocol, accept that there is a responsibility to work together to preserve employment for workers;
- (b) where it is perceived in an undertaking that there has to be, for whatever reason, a reduction in the work force or major payroll reductions, the relevant union or staff association, or where no such body exists then the workers themselves, shall be so informed in writing at least two (2) weeks prior to the statutory notice period;
- (c) in all instances where major payroll reductions are being considered consequent upon significant changes in production, programme, organisation, structure, technology or otherwise in an undertaking, the reasons for the proposed terminations shall be discussed with the relevant union or staff association, and

where there is no such body, the workers themselves, prior to the implementation of any such changes;

- (d) any such consultation shall include consideration of ways of avoiding the dismissals, reducing the number of employees to be dismissed and mitigating the consequences of the dismissals;
- (e) wherever possible the relevant union or staff association, and where there is no such body, the workers themselves, shall be assisted in obtaining the financial information which forms the basis for discussion in respect of payroll reductions;
- (f) if after the required consultation, retrenchment is unavoidable, then the termination of employees shall be based on the principle of "last in - first out", so that an employee with seniority in service shall have precedence over an employee with seniority in the particular job category of the bargaining unit (where applicable) in which the terminations will occur, provided, however, that there may be a variation of the principle in cases where there is just reason for terminating an employee with seniority in service;
- (g) in the event of "lay-off" or "short-time" working of permanent employees within the meaning of the Severance Payments Act, the practice of "last in – first out" shall apply and shall have the same interpretation as in clause (f) above, provided always that the employer may elect to rotate the employees so as to ensure an equitable distribution of the work among them;
- (h) the services of regular employees shall be retained in preference to seasonal or temporary employees;
- (i) where reductions in the work force are occasioned by a fall off in demand for goods and services, and where, following a subsequent increase in demand for such goods and services, the undertaking has to recruit employees, all things being equal, those who had been made redundant as a result of the initial fall off shall be given priority in recruitment, provided always that those workers have met such performance standards as may have been agreed upon during their last tour of duty;

- (j) where, owing to the exigencies of an undertaking, seasonal workers have been laid off, those workers shall be given first consideration for re-employment, all things being equal, provided always that those workers have met such performance standards as may have been agreed upon during their last tour of duty;
- (k) workers, prior to termination of employment, shall be entitled to receive a written statement evaluating their conduct and performance, as may have been agreed upon in their last tour of duty, immediately preceding their termination. A copy of such statement shall be placed on the employee's file;
- (l) where necessary and appropriate, training and retraining of employees shall be provided by the employer for those workers affected by the job loss;
- (m) special consideration shall be given at all times to employees who may either be physically or mentally challenged.

SPECIFIC PROVISIONS

6.13 SUB-CONTRACTING

The Social Partners agree that:-

- (a) where an employer intends to subcontract services which are provided by employees of the undertaking, whether in a bargaining unit or otherwise, the relevant union or staff association or where no such body exists, the workers themselves, shall be so informed in writing at least two (2) weeks before the intended course of action;
- (b) there shall be consultation prior to implementation which shall include consideration of ways of avoiding the dismissals, reducing the number of employees to be dismissed and mitigating the consequences of the dismissals.

6.14 ECONOMIC REDUNCANCY

The Social Partners agree that:-

- (a) where in any undertaking it is anticipated that there will have to be reduction of expenses because of economic or financial considerations payroll reductions shall be given equal consideration along with other factors;
- (b) where it is accepted by the parties that payroll reductions may be necessary, every effort shall be made to retain jobs;
- (c) where a case for redundancy is established and is likely to affect permanent employees, the relevant union or staff association or where no such body exists, then the individual workers themselves shall be provided, in writing, at least two (2) weeks before the statutory notice period with the names, job skills and seniority of the persons to be made redundant;
- (d) provision shall be made in each undertaking where a case for redundancy is established for the relevant union or staff association or where no such body exists, then the individual workers themselves, to have such viva voce representation on the matter as is deemed necessary, any such first meeting with the employer to be held within four (4) days of the receipt by the union or staff association or where no such body exists then the individual workers themselves, of the notice of the proposed redundancies.

6.15 STRUCTURAL CHANGES

The Social Partners agree that:

- (a) where an undertaking decides to introduce structural changes in its operations - e.g. takeover, merger, contraction or expansion of facilities and the like - the employer shall afford the relevant union or staff association or where no such body exists the workers themselves, the earliest possible notice, but in any event not less than two (2) weeks' notice of its intention, prior to the statutory notice, and shall discuss the proposed changes

with the union or staff association or where no such body exists then the individual workers themselves;

- (b) where employee numbers may be affected by any such changes, all attempts shall be made to retain jobs, and, where necessary and appropriate, training and/or retraining of staff shall be provided by the employer for those in the undertaking who are affected.

6.16 TECHNOLOGICAL CHANGES

The Social Partners agree that:

- (a) where the introduction of any technological change is likely to affect the job security of employees in an undertaking, the employer shall discuss the introduction of such technology with the relevant union or staff association or where no such body exists then the individual workers themselves, at the earliest possible opportunity, and in any event not less than four (4) weeks before the contemplated introduction of the technology;
- (b) where such technological changes are being considered, then the workers in the areas likely to be affected shall be offered, where feasible, the opportunity to be trained in the use of the new technology, and the selection for such training shall be on the basis of seniority, but this practice may be varied for just reasons relating to prior qualifications and demonstrated competence in the particular field.

6.17 APPLICABILITY

- (a) The Social Partners agree that the applicability of Sections (6.14), (6.15) and (6.16) herein shall be limited to undertakings in which it is contemplated that there will be a reduction in the permanent work force in that undertaking by 10% or any significant number.
- (b) The Social Partners also agree, notwithstanding the foregoing provisions, that in all those instances where other than major payroll reductions are, for whatever reason, being considered,

the relevant union or staff association or, where there is no such body in existence, the workers themselves shall be informed not less than two (2) weeks prior to the statutory notice applicable in such instances.

- (c) The Social Partners further agree that the various provisions set out above in respect of major payroll reductions in the above sections shall apply, with the necessary changes, in instances where there are other than major payroll reductions and any such consultations shall take place in accordance with established industrial relations practice as may be initiated by the relevant union or staff association with a view to avoiding the dismissals, reducing the number of employees to be dismissed or mitigating the consequences of the dismissals.

6.18 JOB ENHANCEMENT

The Social Partners agree that:-

- (a) where in an undertaking it is proposed that jobs should be combined or enhanced by the inclusion of tasks and responsibilities not previously included in those jobs, the employer shall so notify in writing the relevant union or staff association, and where there is no such body the individual workers themselves;
- (b) any such notification shall include information relative to the existing job description, the proposed revised job description, the intended change in remuneration where appropriate, and such information shall form the basis of discussion between the parties;
- (c) where a revised job description implies additional authority, work load, responsibility or productivity, a premium on the existing pay shall be the subject of negotiation.

6.19 EXISTING COLLECTIVE AGREEMENTS

The Social Partners agree that nothing in the foregoing shall be construed to violate the terms of existing collective agreements or to affect the collective bargaining process.

6.20 TERMINATION FOR CAUSE

The Social Partners accept and agree that there shall be a strict observance of the principles of natural justice in all instances where there is a contemplation of the possible termination of employment for cause.

6.21 WORK PERMITS

The Social Partners accept that from time to time it may be necessary for work permits to be issued for limited periods and pledge to support personnel policies and training which are designed to reduce the continued long term dependence on non-nationals.

6.22 LABOUR MARKET CHANGES

The Social Partners agree that any measures which seek labour market changes must be based on a greater understanding of all the relative positions and interests of each Social Partner, and must be pursued by the full and adequate sharing of relevant labour market information, and by genuine consultation and participation in decision making.

DOMESTIC ECONOMY

7.1 The Social Partners recognise that the structure, composition and functioning of the domestic economy must be so ordered as to take account of the imperatives of globalisation, trade liberalisation and the CARICOM Single Market and Economy.

7.2 The Social Partners therefore affirm their commitment to a legislative framework which regulates the conduct of commercial activity in accordance with the principles of free and fair competition and which provides adequate protection for the interests of consumers.

7.3 The Social Partners, notwithstanding their support for legislative measures specifically designed to achieve the foregoing objectives, also recognise their other broad social responsibilities. The Social Partners therefore commit themselves to the creation of additional opportunities which allow increased participation in business and economic activity, and to the maintenance of a safe environment characterised by fairness, openness and transparency in the administration of both public and private sectors.

PRICES POLICY

7.4 The Social Partners agree that it is understood that the Social Compact will operate in accordance with the following policies and procedures in respect of all prices of goods and services:

- (a) any price increases shall be related to unavoidable or legitimate cost increases subject to the terms of the existing and regulatory agreements;
- (b) professionals, artisans and tradesmen shall seek to control increases in their fees and charges;
- (c) government shall seek to minimise any adverse impact of its monetary, fiscal and commercial policies on the price of goods and services.

7.5 The Social Partners also agree that they shall, as part of their obligation to protect the interests of Barbadians through the foregoing policy on prices, promote and encourage the formation and development of consumer groups and associations.

INCOMES POLICY

7.6 The Social Partners agree that the Incomes Policy which forms part of the Social Compact shall operate in accordance with the following policies and procedures:

- (a) there shall be a general restraint on increases in basic wages and salaries in both the public and private sectors, the example being set by those in receipt of the highest levels of

remuneration so as to establish a practical and realistic basis for the general call for wage earners to exercise restraint;

- (b) the restraint on increases in basic wages and salaries will apply to all remuneration under contract of employment for any kind of work to be performed wholly or substantially within Barbados;
- (c) general restraint will extend to all pay, including wages and salaries at all organisational levels, allowances, payments in kind fringe benefits and lump sums. It will also apply to all types of employment, as well as to both full-time and part-time work;
- (d) where increases are the result of job evaluation exercises or negotiated job enhancement exercises, wage restraint shall not be used artificially to suppress valid claims for increases in employee compensation;
- (e) additionally, increases in wages and salaries during the life of this Protocol will be based also on increased gains in productivity, assessments of profitability and other measures of organisational performance;
- (f) employers shall be encouraged to consider ownership sharing agreements including Employee Share Ownership Plans (ESOPs) and other incentive arrangements for workers.

SUB-STANDARD WAGES

7.7 The Social Partners agree that special consideration shall apply to wages which are deemed to be sub-standard and their treatment shall fall outside the provisions of this Protocol.

PENSIONS

7.8 The Social Partners acknowledge the implications of demographic and other factors for the long term viability of the National Insurance Scheme.

7.9 The Social Partners therefore support the process of reform of the Scheme so that the financial security of its funding can be guaranteed and that it can thereby continue to provide adequate protection for those in retirement.

7.10 The Social Partners recognise the merits of any augmenting of the retiring benefits payable to workers under the National Insurance Scheme and therefore support the establishment of contributory and other pension plans which provide such an opportunity.

TAX REGIME

7.11 Government's tax regime will support and complement the objectives of this Protocol and such a tax regime will, inter alia, seek to distribute the burden of taxation equitably, to encourage investment and otherwise to provide incentives for expanded commercial activity, and to create further opportunities for the economic empowerment of workers through the ownership of shares.

PRODUCTIVITY

7.12 The Social Partners recognise that the National Productivity Council was specifically established to be an agency to provide technical and other services to assist in the advancement of productivity at the enterprise level and thereby to contribute to the increased competitiveness of the Barbadian goods and services.

7.13 The Social Partners undertake to continue working closely with the National Productivity Council to ensure the efficient and effective performance of its functions and work programmes. Specifically, the Social Partners undertake to share, to the greatest extent possible, advice, expertise and relevant information required for the better functioning of the Council.

POVERTY ERADICATION

7.14 The Social Partners concede the existence of social disparities in Barbados, acknowledge that unemployment is the single largest contributor to social disparities, and accept responsibility for attempting to redress the imbalances by increasing sustainable employment and reducing the incidence of unemployment.

7.15 The Social Partners agree to promote, as a priority within the Social Compact, policies designed to work towards the elimination of poverty in the society, to support the application of practical measures to ensure access for all persons to educational opportunities, adequate health care and housing and healthy living conditions, and to collaborate in monitoring and evaluating existing programmes intended to satisfy specific welfare needs.

7.16 The Social Partners agree, in particular, to support a strengthened National Employment Bureau staffed and equipped to provide adequate information and advice, an effective guidance and counselling programme, and an active liaison service with employers to facilitate job placement.

CRIME

7.17 The Social Partners recognise a relationship between unemployment and crime and the potential for the adverse effects of crime, particularly drug related offences, to negate the efforts to achieve the objectives of this Protocol.

7.18 The Social Partners therefore fully support those policies and measures which seek to minimise the incidence of crime in Barbados.

7.19 The Social Partners agree, in particular, to ensure that there is a coordination of the preventive and educational efforts of existing agencies in the society, but more especially to ensure that all such formal efforts are so directed that every Barbadian educational institution is the beneficiary of at least one such activity every academic year.

ENVIRONMENTAL ISSUES

7.20 The Social Partners recognise that in the pursuit of sustainable development a balance must be struck so that any improvement in the quality of life will not take place through the over exploitation of natural and environmental assets thereby jeopardising the social and economic development of future generations.

7.21 The Social Partners therefore fully support those policies which acknowledge agreed criteria for sustainability and which seek to implement

those principles and practices specifically designed to ensure that economic growth and development do not occur to the detriment of ecological capital.

SOCIAL DIALOGUE

WIDENING OF THE SOCIAL PARTNERSHIP

8.1 The Social Partners undertake to use such opportunities as may present themselves to effect the deepening and widening of the social partnership including, where appropriate, the formal involvement of accredited non-governmental organisations in its dialogue.

8.2 The Social Partners agree to work towards the development of codes of conduct, ethics and practice which would seek to inform and so determine an improved level of social and economic interaction within Barbadian society.

COMMITMENT AT ENTERPRISE LEVEL

9.1 The Social Partners recognise that for the broad national commitments to be successful they must be similarly exhibited in each enterprise.

9.2 The Social Partners agree and accept, therefore, that at the level of the enterprise there must be:

- (a) an understanding of the basis upon which the social partnership is founded;
- (b) a commitment on the part of the employers to respect the rights and interests of workers as stakeholders in the enterprise and to consider them in the making of all decisions affecting their employment;
- (c) a willingness to invest in the training and development of workers and in the work place environment;

- (d) a commitment to share the profits of the enterprise equitably;
- (e) a commitment on the part of the workers to provide efficient and productive labour to ensure the continued competitiveness and sustained viability of the enterprise.

The Social Partners commit themselves to fostering the development of such a culture at the level of the enterprise.

COMMITMENTS BY INDIVIDUAL PARTNERS

10.1 The Social Partners recognise that in order to give effect to this Social Compact as an instrument of policy and as a means of further national development it will be incumbent upon them to give specific individual commitments in addition to those to which they are already bound jointly.

10.2 The Social Partners agree to initiate a comprehensive programme to inform the public of Barbados of the underlying purpose and rationale behind the Social Compact, to explain the scope of its operations, and to solicit such supportive actions at the enterprise level as will contribute to its success.

10.3 The Social Partners acknowledge that any disaster will have a severe negative impact on the achievement of the major objectives of this Protocol. The Social Partners therefore agree to establish a framework to provide for a swift and effective mutual response to minimise the effects of any such disaster.

10.4 The Social Partners commit themselves to do all such things not specifically mentioned herein to support the objectives of this Protocol and to ensure its implementation in accordance with its guiding principles.

(A) GOVERNMENT

10.5 The Government agrees to consult with the Social Partners at the earliest possible opportunity on the formulation and implementation of fundamental economic and social policies.

10.6 The Government as the largest single employer acknowledges its responsibility to be a model employer and to set the highest possible standards of trust, accountability and democracy in the work place.

10.7 In order to give effect to the generalities of the foregoing the Government, as employer, pledges that it shall:

- (a) inform its several agents individually and collectively of their automatic obligation as such agents to honour the commitments expressed in the Protocol and, in particular, to instruct them to conduct themselves in labour management relations in accordance with the best practices expected of Government as the model employer;
- (b) provide representation for workers, through their accredited bargaining agents, on Boards and Committees which either employ persons or whose functions affect the welfare and interests of workers;
- (c) provide increased opportunities for continuous training to enable public employees to be more effective and productive in their jobs;
- (d) ensure that there are no inordinate delays in the appointment of persons and that such appointments and promotions are on merit, in accordance with established procedures and not tainted with any form of discrimination.

10.8 The Government also undertakes to:

- (a) review in conjunction with the Social Partners all existing labour legislation;
- (b) strengthen the administrative and technical capacity of the Labour Department;
- (c) embark upon a programme of ratifying those ILO conventions recommended by the Social Partners as being necessary for the continued maintenance of stable and harmonious industrial relations;

- (d) introduce such legislation as will, in general, advance the growth and competitiveness of the Barbadian economy and otherwise facilitate the achievement of the objectives of the Social Compact, and, in particular, safeguard the interests of consumers and protect the rights of workers, including their health and safety in the work place;
- (e) initiate policies specifically aimed at advancing the reform of the domestic capital markets, producing sustained economic growth, increased employment and greater social well being through the spreading of the benefits of economic growth and development.
- (f) ensure that in its attempt to attract non-national investment due emphasis will be placed on the dissemination of full and accurate information on the rights of workers and the industrial relations practices, conventions and Laws of Barbados;
- (g) ensure that in the award of its contracts due consideration is given to small business enterprises so that there is a wider distribution of economic activity and the consequential broadening of the base of the social partnership;
- (h) continue the process of reform of the Public Service based on an open and participatory approach for the provision of a high quality service which will promote the competitive development of Barbados;
- (i) ensure that there are policies, including those on wages, pensions and social welfare provisions, which will improve the living standards of all Barbadians and protect the vulnerable groups in the society;
- (j) monitor closely the prices of goods and services, particularly basic food items;
- (k) review in conjunction with the Social Partners the current system of direct taxation.

(B) EMPLOYERS' REPRESENTATIVES

10.9 The Employers' Representatives recognise their responsibilities to respond to the challenges and opportunities of globalisation, corporate restructuring, trade liberalisation and the other influences affecting a small open economy and commit themselves to ensuring the success of the Social Compact.

10.10 In order to give effect to the generalities of the foregoing the Employers' Representatives pledge that they shall:

- (a) seek to increase the membership of their several organisations so as to be in a better position to exert a wider influence and thereby contribute to the greater success of the Social Compact;
- (b) encourage their members to honour the obligations contained in the Social Compact and, in particular, to conduct themselves in labour management relations in accordance with the best practices;
- (c) dissociate themselves from those who are known to indulge in anti-worker practices, who seek to undermine trade unions in the exercise of their lawful functions, or who attempt to circumvent what are the accepted and established industrial relations conventions and customs in Barbados;
- (d) implement such measures in the manufacture or importation of products as would meet the standards acceptable in Barbados and would afford consumers the greatest possible protection of their health and safety;
- (e) encourage their members to adhere scrupulously to the agreed policy on the setting of prices as set out in this Protocol and, in general, so to moderate the mark up levels as not to create inflationary trends;
- (f) encourage their members to develop progressive management policies in the face of globalisation, corporate restructuring and the nature of the international economic system where such policies would balance rights of employers with rights of

workers thereby ensuring consultation and full participation in the making of decisions, particularly those fundamental to employment;

- (g) encourage their members to consider ownership agreements, including Employee Share Ownership Plans (ESOPs) as well as other incentive arrangements for workers, which seek to distribute profits equitably, and where there is also the promotion of respect for human values in the functioning of the market economy;
- (h) provide encouragement and opportunities for their members to expand their commercial activities beyond the traditional enterprises;
- (i) encourage their members to support local suppliers of goods and services in order to conserve foreign exchange and to promote the highest possible level of local employment;
- (j) encourage their members to create an organisational culture which ensures mutual trust and high levels of worker commitment, and where productivity improvement assumes central importance.

(C) WORKERS' REPRESENTATIVES

10.11 The Workers' Representatives recognise their responsibility to make a contribution to the development of a work force that is skilled, that is understanding of its role in assisting Barbados to be competitive in a global economic environment, and that is therefore committed to improved efficiency in production.

10.12 In order to give effect to the generalities of the foregoing the Workers' Representatives pledge that they shall:

- (a) continue to espouse the dignity of all forms of labour and the faithful rendering by workers of such efforts as constitute the fair return expected in accordance with the terms of their contract or collective agreement;

- (b) urge the members of their affiliated organisations so to act at all times as to demonstrate an understanding of their individual and collective social obligations;
- (c) encourage their members to honour the obligations contained in the Social Compact and, in particular, to conduct themselves in labour management relations in accordance with the best practices;
- (d) respond positively to all invitations to participate in consultations with the other Social Partners;
- (e) encourage their members so to act as to contribute further to the development of national pride and the reinforcement of traditional values;
- (f) encourage their members consciously to eschew wastage, to strive for greater efficiency and so develop a culture of productivity in the work place;
- (g) encourage their members to provide a high quality of workmanship so that the private sector enterprises in Barbados need not seek the same goods and services from suppliers outside of Barbados;
- (h) encourage their members to moderate their wage demands so as to be consistent with the requirements of this Protocol;
- (i) encourage their members to avail themselves of all opportunities for continuous training, the development of their skills and lifelong learning;
- (j) urge their members to adhere to the principles of Credit Unionism and so strengthen the Credit Union Movement;
- (k) encourage their members to support the purchase of local goods and services as a matter of preference;
- (l) seek to educate their members about the full implications of trade liberalisation and globalisation, including those

consequential individual and collective responses which must be made by workers to meet the challenges and opportunities of the changing economic environment.

ADMINISTRATIVE PROCEDURES

SUBCOMMITTEE OF THE SOCIAL PARTNERS

11.1 A Subcommittee of the Social Partners comprising two Ministers, one of whom shall be the Chairman, the Head of the Civil Service, the Director of Finance and Economic Affairs, the Permanent Secretary, Ministry of the Civil Service, the Chief Personnel Officer, the Chief Labour Officer and an equal number of representatives of the Employers and the Congress of Trade Unions and Staff Associations of Barbados is hereby established to be the first line of consultation regarding all aspects of the implementation of this Protocol.

11.2 The Subcommittee of the Social Partners may provide a forum whereby through consultation and the exchange of information there can be the betterment of the industrial relations climate.

11.3 The Subcommittee of the Social Partners in taking such initiatives as it deems appropriate in the resolution of industrial relations matters shall, however, not so act as to trespass upon the specific statutory duties of the officers in the Labour Department as stated in Cap. 23 of the Laws of Barbados.

11.4 The Subcommittee of the Social Partners shall examine the changes in the Retail Price Index as supplied by the Government Statistical Department and shall, in its discretion, seek such further explanations as may be necessary to understand the reasons for any increases in the cost of living.

11.5 The Subcommittee of the Social Partners shall, notwithstanding the existing obligations of any other agency in that regard, monitor in a general way the prices of goods and services, especially basic food items.

11.6 The Subcommittee of the Social Partners shall, when it is satisfied that any supplier of goods and services appears to be indulging in the fixing of prices or rates in a manner not consistent with the provisions of the pricing policy of this Protocol, cause such investigations to be carried out as may lie within its power.

11.7 The Subcommittee of the Social Partners shall put before the Social Partners for their consideration all such matters as may assist in the strengthening of the social partnership and the development of national policies to further the objectives of the Social Compact and advance social and economic progress in Barbados.

11.8 The Subcommittee of the Social Partners shall meet once per month, or as often as necessary.

11.9 The Subcommittee of the Social Partners shall have the power to co-opt such persons as it deems appropriate to assist it in the conduct of its business.

11.10 The Subcommittee of the Social Partners shall, on a periodic basis, consider such official statistics as may assist it in the furtherance of the objectives of this Protocol, and shall after any such review offer whatever advice it may regard as being appropriate in the circumstances.

11.11 The Social Partners acknowledge, notwithstanding the excellent services provided by public officers working in the Ministry of the Civil Service and other Ministries, that the absence of a secretariat has imposed certain limitations upon aspects of their work. The Social Partners agree, therefore, during the life of this Protocol to move towards the establishment of a secretariat.

PARTNERSHIP ACCOUNTABILITY

11.12 The Subcommittee shall place an item on its agenda which seeks on a quarterly basis to evaluate the progress that is being made in satisfying the objectives of the Protocol.

MEETINGS OF THE SOCIAL PARTNERS

12.1 Meetings of the Social Partners in furtherance of the terms and conditions of this Protocol shall be held under the chairmanship of the Prime Minister.

12.2 Such meetings shall be held on a quarterly or three monthly basis, except where the nature of business requires more frequent meetings.

12.3 After consultation with the other Social Partners, a social partner may invite persons or institutions to participate in any meeting, if that partner deems it desirable to do so in the interest of advancing the objectives of this Protocol.

PUBLIC INFORMATION

13.1 The Subcommittee of the Social Partners shall be charged with the responsibility of giving the widest possible publicity and circulation of copies of this Protocol.

13.2 The Subcommittee of the Social Partners shall also be required to ensure that the public is informed on a regular basis of the outcome of its deliberations. The Partners agree that at least twice per year a full media presentation will be made in a joint session when the public will be made aware of the work done in the review period, and of how that work impacts on the ordering and development of the country.

IMPLEMENTATION OF THE PROTOCOL

14.1 The Social Partners recognise that the manner in which the Protocol is implemented is of fundamental importance. The Social Partners accept and agree that the implementation of all aspects of this Protocol will be undertaken in a manner that fully acknowledges the spirit into which it has been entered and which honours the principles of transparency and objectivity. They therefore re-affirm their commitment to the principles of voluntarism in industrial relations, and to those practices and conventions which have developed over the years as a result of the application of those principles.

14.2 The Social Partners further reaffirm their commitment to the maintenance of collective bargaining and to the following of established procedures in industrial relations.

DATE OF IMPLEMENTATION

15.1 This Protocol is deemed to have come into effect from 1st April, 2001 and shall continue in operation until 31st March, 2004.

PROVISION FOR REVIEW OF PROTOCOL

16.1 Any Social Partner may request the review of any aspect of this Protocol to improve its efficiency and effectiveness by giving to the other Social Partners four (4) weeks' notice, in writing, to this effect.

PARLIAMENTARY RESOLUTION

17.1 This Protocol shall be presented to Parliament by way of Resolution for noting and approval and shall on the completion of that process be published in the Official Gazette.

**POLICY ON HIV/AIDS AND OTHER LIFE
THREATENING ILLNESSES IN THE WORK PLACE**

The Social Partners recognising that an unchecked expansion of the population suffering from HIV/AIDS and other life threatening illnesses will be reflected increasingly in the work place; and

- further recognising that such a phenomenon will, considerations for human suffering apart, have social and financial consequences including the payment of increased NIS benefits and additional demands on the allocation of state funds to meet the attendant cost of drugs, health care, counselling and welfare support; and
- acknowledging that there will also be implications for all enterprises including the potential for reduced level of productivity and increased replacement costs consequent upon the decimation of the skills and knowledge of those workers affected by HIV/AIDS and other life threatening illnesses; and
- further acknowledging that a tripartite approach to HIV/AIDS and other life threatening illnesses in the work place is desirable; and
- subscribing to the view that the education of the entire work force provides the best possible defence against the potential impact of HIV/AIDS and other life threatening illnesses on the economy and the resultant devastation of the quality of life for Barbadians, therefore call for an on-going campaign to inform the public of the impact of HIV/AIDS and other life threatening illnesses on all aspects of Barbadian life;
- encourage greater support for those existing agencies which are already either providing the public with

educational material or offering services to those actually suffering from HIV/AIDS or other life threatening illnesses;

- recommend that there should be a Code of Practice on HIV/AIDS and other life threatening illnesses in the work place and, wherever possible, that such a code should, without infringing the constitutional rights of any party, form part of the collective agreement and be so worded as to protect the rights of workers to confidentiality, privacy and to work as long as possible, as well as to protect the rights of employers to the viability of their enterprises;
- further recommend that any such Code of Practice should be rooted in a philosophy which recognises that employees with HIV/AIDS and other life threatening illnesses, if not affected with a significant disability, have the potential for a productive life and that the continuance in normal pursuits, including work, provides the security of established routines, established expectations and opportunities for positive social interaction and may either have therapeutic importance in the remission or recovery process or help to prolong their life, and which in its implementation seeks, inter alia, to:
 - treat all employees with HIV/AIDS and other life threatening illnesses with respect and dignity;
 - balance business needs with compassion to enable such persons to work productively while their health allows;
 - guarantee confidentiality when such persons seek counselling;
 - take reasonable precautions to protect information regarding their health records;
 - provide and maintain an open, informed, healthy and safe working environment for all employees.

The Social Partners, in the context of all of the foregoing, subscribe to the following Code of Practice.

Definition of Terms

HIV – Human Immunodeficiency Virus – the name of the virus that causes AIDS.

AIDS – Acquired Immunodeficiency Syndrome – a disease caused by infection with the HIV (Human Immunodeficiency Virus) that seriously damages a person's immune system, leaving it at high risk of infection.

Life Threatening Illnesses – Any illness or condition which has the potential to result in the death of an individual is considered a life-threatening illness. Examples of life threatening illnesses are cancers, heart diseases, HIV/AIDS, multiple sclerosis, emphysema and lupus to name a few.

Reasonable Accommodation – Any changes in the work environment or the way things are customarily done that enable an otherwise qualified/competent person with HIV/AIDS or other life threatening illness to apply for a job, to perform the essential functions of a job, or to enjoy benefits and privileges of employment equal to those enjoyed by other employees without disabilities.

Philosophy – Principles related to how businesses deal with employees with HIV/AIDS or other life threatening illnesses.

Undue Hardship – Financial or other constraints imposed on the business due to the provision of reasonable accommodation for employees with HIV/AIDS or other life threatening illnesses.

Hiring and the right to work

The employer shall not require employees to be tested or to produce evidence of recent testing for HIV/AIDS or any other life threatening illness as a requirement for continued employment.

The employer shall not include on any application forms or ask at any interview for initial employment or promotion any question seeking information on whether applicants have HIV/AIDS or any other life

threatening illness, or whether applicants have recently undergone testing for HIV/AIDS or any other life threatening illness, or whether applicants are prepared to undergo testing for HIV/AIDS or any other life threatening illness as a prior requirement for employment.

Desire to work

The employer shall, wherever possible, and on a case by case basis, facilitate those employees with HIV/AIDS or any other life threatening illness who desire to continue working.

Ability to Work

The employer shall have reserved the right to be satisfied, if necessary through a fitness evaluation, that continued attendance at work of employees affected by HIV/AIDS or any other life threatening illness will not impair their ability to perform their duties in a safe and reliable manner, notwithstanding any expressed desire by such persons to continue at work.

Evaluation of fitness to work

The employer may, if having been informed by an employee of his contraction of HIV/AIDS or any other life threatening illness, arrange for a fitness evaluation by a registered medical practitioner mutually agreeable to both parties, provided always that such an evaluation is necessitated by problems at the work place associated with infrequent attendance or unsatisfactory work resulting from inappropriate mental, emotional or physical behaviour caused by HIV/AIDS or any other life threatening illness of which the employer has been informed.

Where it is agreed that an employee shall undergo a fitness evaluation, then all costs associated with the evaluation shall be borne by the employer.

The employer, if initiating discussion on the holding of a fitness evaluation shall:

- pledge to ensure that the result of any medical evaluation will be confidential and will be discussed only with the employee involved;

- seek to ensure that the employee understands the reason for the evaluation and that such an exercise is part of the employer's continuing efforts to assist and support and, where possible, to correct the problem which has been identified.

Discrimination

The employer undertakes not to discriminate against any employee with HIV/AIDS or any other life threatening illness, and to protect their entitlements in the work place with respect to job applications, hiring, upgrading, advancement, promotion, discharge, discipline, lay-offs, privileges of employment, compensation, training or other terms and conditions of employment.

Reasonable Accommodation

The employer undertakes, wherever possible and feasible, to facilitate any employee with HIV/AIDS or any other life threatening illness with work modifications to allow the employee to perform his job for as long as possible, such individually determined modifications to include

- flexible hours
- greater frequency of breaks
- time off for the medical treatment
- job restructuring or job transfer
- work at home (e.g. provision of computer terminals)
- job sharing

Education and sensitising of employees

The employer shall implement an employee health education programme which, inter alia, emphasises

- information on the transmission of HIV/AIDS and other life threatening illnesses
- adherence to the agreed procedures for the handling of accidents in the work place which may result in the exposure of employees to blood or other body fluids

- the responsibility of all employees, particularly those who have contracted HIV/AIDS or any other life threatening illness, to safeguard their work colleagues by refraining from behaviours detrimental to the health and safety of others.

Support programmes

The employer shall encourage employees to seek assistance and counselling from the appropriate Government agencies or established community groups and services and may invite representatives of agencies offering such counselling or support programmes to participate in the health education programme.

Co-workers' concerns

The employer shall give due priority to any concerns expressed by workers relative to HIV/AIDS or any other life threatening illness, particularly those which may pose a threat to their health and safety.

Confidentiality

The employer undertakes to respect the privacy of all employees and not to disclose any information volunteered by an employee that he is suffering from HIV/AIDS or any other life threatening illness.

Responsibility of employees

The employee undertakes to:

- take advantage of opportunities offered by the employer in any programme designed to provide information on all aspects of HIV/AIDS and other life threatening illnesses;
- adhere to agreed procedures for the handling in the work place of accidents which may result in an exposure to blood and other body fluids;
- safeguard work colleagues by refraining from behaviour detrimental to the health and safety of others;

- ensure that the respect and dignity to be shown to co-workers is not adversely affected by the knowledge that the co-worker is suffering from HIV/AIDS or any other life threatening illness.