

PROTOCOL

THREE

FOR THE IMPLEMENTATION

OF A

SOCIAL PARTNERSHIP

1998 - 2000

**PROTOCOL THREE FOR THE IMPLEMENTATION OF
A SOCIAL PARTNERSHIP**

1998-2000

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 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 successor Protocol for the Implementation of a Prices and Incomes Policy, 1995-1998;

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, 1998 to 31st March, 2000, 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 globalization 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) Maintenance of the existing parity of the rate of exchange.
- ii) Maintenance of a stable industrial relations climate.
- iii) Sustainable expansion of the economy through its competitiveness.
- iv) Restructuring of the economy.
- (v) Reduction of social disparities through increased employment.
- (vi) National commitment to increased productivity.
- (vii) Achievement of a balance between prices and incomes.
- (viii) 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) 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;

- (ii) 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;
- (iii) the continued and sustainable expansion of the economy, recognising the need to maintain and improve competitiveness so that Barbados can take advantage of opportunities in the global economy for the increased export of its goods and services;
- (iv) the continued restructuring of the economy on a sustainable basis, recognising the value of there being a greater contribution by workers and employers to its planning and redevelopment, and the need for the fruits of that improved economy to be shared equitably;
- (v) the pursuit of greater social inclusion and the reduction of disparities, particularly through the provision of increased opportunities for employment, to reduce the unacceptably high level of unemployment and underemployment, recognising the relationship between unemployment and poverty and the attendant risk of social dislocation, particularly among young people, in circumstances of underemployment and high unemployment;
- (vi) the continued national commitment to increase efficiency, to improve productivity, to reduce wastage and to enhance performance in the economy, recognising that it is necessary for Barbados to heighten its attractiveness to investors thereby further extending the opportunities for employment and the attendant social benefits;
- (vii) 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;

- (viii) 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;

NATIONAL EMPLOYMENT POLICY

3.1 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;

3.2 The Social Partners further agree that any such national employment policy shall seek 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;

3.3 The Social Partners also agree that adequate safeguards shall be provided in any such national employment policy 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.

INDUSTRIAL HARMONY

4.1 The Social Partners agree that they will seek to avoid and reduce the potential for labour disputes by recourse to such consultative procedures as may be efficacious, including reference to the Sub Committee of the Social Partners for its advice and the use of its good offices;

4.2 The Social Partners further 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.

4.3 The Social Partners accept that the basis for the protection of the interest and entitlements of employers, including the safeguarding of their viability, must take into account the rights 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.

4.4 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.

4.5 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

4.6 The Social Partners further accept, notwithstanding agreement on employment policy, that the termination of any employment shall be consistent with:

- (a) the principles of natural justice; and
- (b) the principles enunciated by the International Labour Organisation.

4.7 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

4.8 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.

4.9 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 about 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 in 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

4.10 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 about ways of avoiding the dismissals, reducing the number of employees to be dismissed and mitigating the consequences of the dismissals.

4.11 ECONOMIC REDUNDANCY

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.

4.12 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.

4.13 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 two (2) 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.

4.14 APPLICABILITY

(i) The Social Partners agree that the applicability of Sections (4.11), (4.12) and (4.13) 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 more.

(ii) 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.

(iii) 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.

4.15 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.

4.16 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.

4.17 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.

4.18 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 dependency on non-nationals.

LABOUR MARKET CHANGES

5.1 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.

WIDENING OF THE SOCIAL PARTNERSHIP

6.1 The Social Partners undertake to use such opportunities as may present themselves to effect the deepening and widening of the social partnership.

PRODUCTIVE SECTORS OF THE ECONOMY

7.1 The Social Partners recognise the contribution of the productive sectors of the economy - broadly identified as tourism, agriculture,

manufacturing and financial services - to the continued and sustained growth in the economy.

7.2 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.

7.3 The Social Partners also recognise the contribution of small business enterprises and the informal sector to the economic activity of the community and their potential for further expansion.

7.4 The Social Partners pledge themselves to support and promote schemes which will foster employment through the development of small scale enterprises thereby contributing further to the enfranchisement of workers.

TRAINING

8.1 The Social Partners recognise the importance of training and retraining at all levels and commit themselves to promoting and facilitating dynamic training and retraining programmes in the private and public sectors in order to enhance labour productivity, and to provide persons with such skills as will better equip them for the job market and thus assist the process of social inclusion.

REDUCTION OF SOCIAL DISPARITIES

9.1 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.

9.2 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.

9.3 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

10.1 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.

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

PUBLIC SECTOR REFORM

11.1 The Social Partners acknowledge that the Public Service absorbs a significant proportion of Government revenue in the provision of services essential to the continued development of Barbados, and that its performance therefore has implications for the efficiency and competitiveness of the economy.

11.2 The Social Partners support the continued reform of the Public Service into a modern and efficient organisation which promotes innovation and initiative, accelerates the making of decisions, and provides working conditions which are conducive to increased productivity, greater job satisfaction and commitment to duty in the best traditions of the Public Service of Barbados.

PERSONS WITH DISABILITIES

12.1 The Social Partners agree that there should be no discrimination in employment against persons with disabilities, and pledge to play their part in ensuring that disabled persons enjoy their rights and are aware of the initiatives which are being taken to assist them in securing employment.

12.2 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.

12.3 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 data base of the full extent and types of the disabilities, the 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

13.1 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.

NATIONAL PRODUCTIVITY COUNCIL

14.1 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.

PRICES POLICY

15.1 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.

15.2 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

16.1 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;
- (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) as well as other incentive arrangements for workers.

SUB-STANDARD WAGES

17.1 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.

TAX REGIME

18.1 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.

IMPLEMENTATION OF THE PROTOCOL

19.1 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.

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

COMMITMENTS

20.1 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.

20.2 The Social Partners agree to initiate a comprehensive programme to inform the public of Barbados as to 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.

(A) GOVERNMENT

20.3 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.

20.4 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.

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

- i) 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;
- ii) 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;
- iii) provide increased opportunities for continuous training to enable public employees to be more effective and productive in their jobs;
- iv) 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.

20.5 The Government also undertakes to:-

- i) review in conjunction with the Social Partners all existing labour legislation;
- ii) strengthen the administrative and technical capacity of the Labour Department;
- iii) 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;
- iv) 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;
- v) 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.
- vi) ensure that in its attempt to attract non-national investment due emphasis will be paid to the dissemination of full and accurate information on the rights of
workers and the industrial relations practices, conventions and Laws of Barbados;
- vii) 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;
- viii) 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;
- ix) ensure that there are policies, including those on wages, pensions and social welfare provisions, which will improve the living standards of all Barbadians and which protect the vulnerable groups in the society;

x) monitor closely the prices of goods and services, particularly those food items which are zero rated under the Value Added Tax regime.

(B) EMPLOYERS' REPRESENTATIVES

20.6 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.

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

- i) 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;
- ii) 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;
- iii) 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;
- iv) 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;
- v) encourage their members to adhere scrupulously to the agreed policy on the setting of prices as set out in this Protocol, and, in general, to so moderate the mark up levels as not to create inflationary trends;
- vi) 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;

vii) 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;

viii) provide encouragement and opportunities for their members to expand their commercial activities beyond the traditional enterprises;

ix) 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;

x) encourage their members to create an organisational culture which ensures mutual trust, high levels of worker commitment, and where productivity improvement assumes central importance.

(C) WORKERS' REPRESENTATIVES

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

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

i) 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;

ii) 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;

iii) 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;

- iv) respond positively to all invitations to participate in consultations with the other Social Partners;
- v) encourage their members so to act as to contribute further to the development of national pride and the reinforcement of traditional values;
- vi) encourage their members consciously to eschew wastage, to strive for greater efficiency and so develop a culture of productivity in the work place;
- vii) 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;
- viii) encourage their members to moderate their wage demands as to be consistent with the requirements of this Protocol;
- ix) encourage their members to avail themselves of all opportunities for continuous training, and the development of their skills.

COMMITMENT AT ENTERPRISE LEVEL

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

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

- an understanding of the basis upon which the social partnership is founded;
- a commitment on the part of the employer 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;
- a willingness to invest in the training and development of workers and in the work place environment;

- a commitment to share the profits of the enterprise equitably;
- 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.

ADMINISTRATIVE PROCEDURES SUB COMMITTEE OF THE SOCIAL PARTNERS

22.1 A Sub Committee 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.

22.2 The Sub Committee 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.

The Sub Committee 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.

22.3 The Sub Committee 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.

22.4 The Sub Committee 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 those food items zero rated under the Value Added Tax regime.

22.5 The Sub Committee 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.

22.6 The Sub Committee 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.

22.7 The Sub Committee of the Social Partners shall meet once per month or as often as necessary.

22.8 The Sub Committee 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.

MEETINGS OF THE SOCIAL PARTNERS

23.1 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.

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

23.3 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.

DATE OF IMPLEMENTATION

24.1 This Protocol is deemed to have come into effect from 1st April, 1998 and shall continue in operation until 31st March, 2000.

PROVISION FOR REVIEW OF PROTOCOL

25.1 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

26.1 This Protocol shall be presented to Parliament by way of a Resolution for noting and approval.

Signed by the Social Partners on the _____ day of _____ 1998 at Sherbourne Conference Centre.

For the Government of Barbados

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Workers' Representatives

Employers' Representatives