

CHAPTER 317
TERMS AND CONDITIONS OF EMPLOYMENT ACT

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ACT

Act No. 28 of 1968

Amended by

Act No. 10 of 1990

ARRANGEMENT OF SECTIONS

1. Short title.
2. Conditions precedent to making Order, procedure and Ministerial powers.
3. Offences.

CHAPTER 317
TERMS AND CONDITIONS OF EMPLOYMENT ACT

An Act to make further and better provision for securing, in certain cases, the observance of terms or conditions of employment recognised in a trade or industry.

[Act No. 28 of 1968 amended by Act No. 10 of 1990.]

[20th July, 1968.]

1. Short title

This Act may be cited as the Terms and Conditions of Employment Act.

2. Conditions precedent to making Order, procedure and Ministerial powers

(1) Where—

- (a) a claim is duly reported to the Minister under this section—
 - (i) that terms or conditions of employment are established in any trade or industry, or section of a trade or industry, either generally or in any district, which have been settled by an agreement or award,
 - (ii) that the parties to the agreement, or to the proceedings in which the award was made, are or represent organisations of employers and organisations of workers or associations of such organisations, and represent (generally or in the district in question, as the case may be) a substantial proportion of the employers and of the workers in the trade, industry or section, being workers of the description (hereinafter referred to as “the relevant description”) to which the agreement or award related, and
 - (iii) that the terms or conditions of employment so settled as aforesaid, or any portion thereof specified in the claim (hereinafter referred to as “the recognised terms or conditions”) ought to be extended under this

Act with or without exceptions or limitations to all employers engaged from time to time in the trade, industry or section and to all workers of the relevant description employed from time to time, in such trade, industry or section (or, where the operation of the agreement or award is limited to a district, to all employers so engaged and to all workers of the relevant description so employed in that district); and

- (b) the Minister is satisfied that the requirements of paragraph (a)(i) and (ii) have been fulfilled and that it is necessary to do so,

he or she may, subject to the provisions of this Act, by Order published in the *Gazette*, extend the recognised terms or conditions specified in the claim, with or without exceptions or limitations, to all employers engaged from time to time in the trade, industry or section and to all workers of the relevant description employed from time to time in such trade, industry or section (or, where the operation of the agreement or award is limited to a district, to all employers so engaged and to all workers of the relevant description so employed in that district) whether such employers or workers were or were not represented by any of the parties mentioned in paragraph (a)(ii).

(2) For the purposes of this section a claim, to be duly reported, must be reported to the Minister in writing by an organisation or association being, or represented by, one of the parties mentioned in paragraph (a)(ii) and must specify the recognised terms or conditions sought to be extended under this Act and any exceptions thereto or limitations thereof; and if, in the opinion of the Minister, the report of a claim does not contain sufficient particulars he or she may require further particulars to be given, and if he or she does so the report shall not be treated as having been duly made until the Minister is satisfied that the particulars required have been given.

(3) Before making an Order under this Act the Minister shall publish in the *Gazette* and in such other manner as he or she deems fit a Notice of the report specifying the claim made therein and the time, which shall not be less than fourteen days from the date of the publication of the Notice, within which any objections may be made with respect to the claim, including any exceptions to or limitations of the recognised terms or conditions.

(4) Every objection made under this section shall be in writing and shall state the specific grounds of objection, and any exception to or limitation of the recognised terms or conditions; and the Minister shall consider any such objection which was made to him or her within the time specified in the relevant Notice but shall not be bound to consider any other objection:

Provided that a statement appearing in an Order made under this Act to the effect that objections made under this section have been considered by the Minister shall be conclusive proof of that fact.

(5) No provision of an Order made under this Act shall operate so as to extend any term or condition of an agreement which—

- (a) is contrary to public policy;
- (b) excludes the jurisdiction of a court of law to decide a legal dispute; or
- (c) requires employers or workers to be or to become members of an employer's organisation or of a trade union,

and a term or condition in any such Order which can so operate shall, to that extent, be null and void.

(6) A term or condition extended by an Order made under this Act shall have effect as an implied term of the contract of employment between all employers and workers to whom it relates, and any term or condition in such contract of employment which is less favourable to such worker than the corresponding term or condition so extended shall be

null and void and shall be deemed to be replaced by such corresponding extended term or condition.

(7) An Order made under this Act shall have effect from such date as the Minister may specify therein being a date not earlier than the date of the publication of the relevant Notice under subsection (4); and a term or condition extended by an Order made under this Act shall cease to have effect on the coming into operation of an agreement or award varying or abrogating the recognised terms or conditions.

(8) For the purposes of this section, the carrying on of the activities of public or local authorities shall be treated as the carrying on of a trade or industry.

3. Offences

(1) If an employer to whom an Order made under this Act relates fails to comply with any provision of that Order, he or she shall be guilty of an offence and liable, on summary conviction, to a fine of five hundred dollars for each offence and the Court before which he or she is convicted may order him or her to pay, in addition to any fine, such sum as is found by the Court to represent the difference between the amount which ought to have been paid to such worker by way of remuneration, if the provisions of such Order had been complied with, and the amount actually so paid.

(2) On the prosecution of a person for failing to pay remuneration not less than that fixed by an Order made under this Act it shall lie on that person to prove that he or she has not paid less than the remuneration fixed by such Order.

(3) The power given under this section for the recovery of sums due from an employer to a worker shall not be in derogation of any right of the worker to recover such sums by other proceedings, and a fine or penalty inflicted under subsection (1) shall be no bar to any such proceedings.

CHAPTER 317 TERMS AND CONDITIONS OF EMPLOYMENT ACT

SUBSIDIARY LEGISLATION

List of Subsidiary Legislation

1. Terms and Conditions of Employment (Agricultural Industry) Order
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Terms and Conditions of Employment (Agricultural Industry) Order

SRO 59 of 1968

ARRANGEMENT OF ORDERS

1. Citation.
 2. Extension of terms or conditions.
- Schedule Memorandum of Agreement

TERMS AND CONDITIONS OF EMPLOYMENT (AGRICULTURAL INDUSTRY) ORDER

[Section 2. SRO 59 of 1968.]

[7th December, 1968.]

1. Citation

This Order may be cited as the Terms and Conditions of Employment (Agricultural Industry) Order.

2. Extension of terms or conditions

(1) From the date on which this Order comes into operation, the recognised terms or conditions of employment as settled by the Agreement set out in the Schedule hereto shall extend, subject to the exceptions or limitations in paragraph (2) of this paragraph, to all employers engaged from time to time in the agricultural industry and to all workers of the description to which the Agreement relates:

Provided that the aggregate of payments made to any worker shall not in any case be less than the minimum wage fixed by any enactment for the time being in force.

(2) The recognised terms or conditions extended by paragraph (1) shall not apply to employers in the agricultural industry whose holdings are less than fifty acres in area unless such employers engage more than five agricultural workers in regular employment.

Schedule

TERMS AND CONDITIONS OF EMPLOYMENT ACT

TERMS AND CONDITIONS OF EMPLOYMENT (AGRICULTURAL INDUSTRY) ORDER

Memorandum of Agreement

This agreement is made this 11th day of November, 1966, between the Agricultural Society of Grenada (hereinafter called "the Employer") of the one part and the Grenada Manual and Mental Worker's Union (hereinafter called the Union) of the other part, with regard to wages and other working conditions of Agricultural Workers.

The term "Agricultural Workers" as applied hereunder, means all employees in the Agricultural Industry save and except Supervisory Staff.

"Regular Daily Paid Agricultural Workers" are—

- (a) those workers who do 150 days' work per annum and who have been employed with such regularity for a period of at least two years;
- (b) those workers who are classified as stockmen, grooms, drivers, of motor vehicles and tractor mechanics, etc., who are daily paid and who have qualified by working 150 days in any one year;

"Supervisory Staff" means Managers, Overseers and monthly paid Drivers.

Now, therefore, in consideration of the above and of mutual undertakings hereinafter set forth the parties agree as follows.

1. RECOGNITION

The Employer recognises the Union as the sole bargaining body for its Agricultural Workers relative to wages and conditions of employment.

2. WAGES

The minimum wage for able-bodied Agricultural Workers shall be two dollars and twenty cents and one dollar and ninety cents per day for men and women respectively, effective from 1st April, 1966.

3. BONUS

Bonus shall be payable to each worker at the rate of five cents (5c) per day for each day worker, effective from 1st April, 1966. However, a worker's bonus may be withheld for the following reasons with the consent of the Union as follows—

- (1) committing a felony;
- (2) stealing;
- (3) leaving the job without due notice.

Bonus shall be paid at the end of each calendar year, unless the services of the worker have been previously terminated.

No bonus shall be paid until an authorised official of the Union has had an opportunity to check the arithmetical calculations.

4. UNION DUES

As from the date of this Agreement, the Employer shall pay dues to the Union at the rate of five cents (5c) per day for each daily paid worker for each day worked.

It is clearly understood that the Employer shall be at liberty to employ any worker of his or her choice regardless of whether that worker desires to be a member of the Union or not.

5. OVERTIME

Overtime shall be paid for as follows—

- (a) time-and-a-half for all work done within eight (8) hours after each normal working day, Monday to Friday, and Saturday after four (4) hours work;
- (b) double-time for all work in excess of eight (8) hours overtime on normal working days, and on Sundays and on public holidays.

6. WORKING HOURS

The working hours shall be seven (7) hours of actual work with one hour lunch period.

7. HOLIDAYS

A Worker shall be entitled to one day paid holiday for every twenty-eight (28) days worked. A worker who does not take his or her leave shall receive in addition to his or her regular wage a sum equal to the amount he or she would have normally received had he or she taken his or her leave. This holiday pay shall be payable at the end of each calendar year, unless the services of the worker have been previously terminated.

8. INSURANCE AGAINST INJURIES

An Employer shall pay compensation to his or her workers for injuries received during the performance of their duties in accordance with the provisions of the Workmen's Compensation Act, Chapter 343.

9. UNION OFFICIAL TO ADDRESS WORKERS

An Employer may permit the Union to address the Workers on his or her Farm provided that the Union makes application to the Employer involved stating the time and purpose of the visit.

10. TERMINATION OF EMPLOYMENT

- (a) Except in cases of summary dismissal and/or any emergency all regular Workers shall be given fourteen (14) days' notice of the Employer's intention to terminate their services, together with the Employer's reasons in support of such notice.

Failing to give such notice, the Employer shall pay compensation of fourteen (14) days' full pay to the Worker.

- (b) In the event of retrenchment, change of ownership or dismissal without proper reason, the Employer shall pay a Regular Worker a sum equivalent to three (3) days' full pay for each year of service completed by the worker.

11. GUARANTEED PAY

Except in cases of emergency, and unless he or she is notified on the previous day at least, that he or she will not be required for work, a daily paid Worker who reports for duty on time shall be guaranteed a day's work or a day's pay in lieu thereof, provided that the employee worked the previous day.

12. SANITARY FACILITIES

Each Employer shall as soon as practicable provide sanitary facilities in accordance with International Labour Organisation Standards and as adopted by the Factories Act, Chapter 100, as follows—

- (a) latrine;
- (b) wash basin;
- (c) clothes room (for changing);
- (d) lunch lockers;
- (e) shower;
- (f) lunch room.

13. RECREATIONAL FACILITIES

Each Employer shall provide as soon as practicable at least a proper play field and pavilion for its Workers and their children where such facilities are not available in the area.

14. FIRST AID

Each Employer shall provide First Aid facilities as soon as possible on a central spot on the farm for its employees and their families.

15. PERIOD OF AGREEMENT

This Agreement which shall have effect from 1st April, 1966, shall continue in force until 31st December, 1968, and shall be deemed to continue beyond that period until terminated at any time thereafter by three months' notice in writing by Either Party.

16. FULL IMPLEMENTATION OF THE PENSION AND SECURITY SCHEME

The Employers shall exert more effort in order to get island wide acceptance of the present Scheme. Representatives from both sides shall visit farms where the Scheme is not in operation in order to persuade their owners to join the Scheme. The Employer shall advance the amounts provided for loss of earnings due to illness where Workers have obtained doctor's certificates.

17. AVAILABILITY OF VEGETABLES

The custom shall be maintained of making vegetables available for sale for workers' home use.

18. WOMEN TRANSPORTING COCOA

Women shall carry baskets of wet cocoa only to the nearest road accessible to wheeled or animal transport.

19. WORKERS ATTENDING RECOGNISED MEETINGS

Where it is necessary to have workers attend meetings between Employer and Union, the Employer shall pay the daily wage of one Worker for attending such meetings.

20. PAYMENT FOR PERIOD AFTER CHILDBIRTH

Half pay shall be paid to legally married Regular Workers for fourteen (14) days after childbirth. Such Workers shall not be given employment during such period.

21. RETROACTIVE PAY

Payment for back pay shall be made to the Workers before Christmas, 1966, provided that no such payments be made until an authorised official of the Union has had an opportunity to check the arithmetical calculations.

22. DISPUTE PROCEDURE

- (a) Subject to the provisions of the Trades Disputes (Arbitration and Inquiry) Act, Chapter 324, or appropriate legislation at the time being in force and if the Parties consent, any question arising as to the interpretation of any of the terms of this Agreement, shall be settled by a local Arbitrator chosen by both the Employer and the Union. The decision of the local Arbitrator so chosen shall be final and binding on both the Employer and the Union. The cost, if any, shall be borne by the Employer and Union in equal shares:

Provided that in the event of the Employer and the Union failing to agree upon the appointment of such local Arbitrator the question so arising shall be referred for settlement to an Arbitration Tribunal constituted under the Trades Disputes (Arbitration and Inquiry) Act, Chapter 324, or appropriate legislation enforced at the relevant time.

- (b) Should any question arise affecting an employee or the Employer other than a question of interpretation as provided for by paragraph (a) above, the question shall be discussed in the first instance between the employee (or the Union officially representing the employee) and the Employer.
- (c) In the event of a settlement not being reached by the provisions of paragraph (b) above, the difference shall be reported to the Labour Commissioner for immediate intervention.
- (d) If a settlement is not reached after reference to the Labour Commissioner, the difference shall be referred for settlement to an Arbitration Tribunal constituted under the Trades Disputes (Arbitration and Inquiry) Act, Chapter 32A, or appropriate legislation in force at the relevant time.
- (e) The decision of the Arbitration Tribunal shall be final and binding to both parties (the Employer and the Union).

In witness whereof the parties to this Agreement subscribe their signatures—

Signed on behalf of the Employer

Signed on behalf of the Union

.....
F.W. POWER

.....
E.M. GAIRY

.....
P.V. KENT

.....
A.O. FORSYTH

.....
W.A. BRANCH

.....
F.R. CRAIG

.....
L.V. DEGALE

.....
L.L. RAMDANNY

Witness:

HUBERT LORD,

.....
Ag. Labour Commissioner
