

CHAPTER 349

LABOUR CLAUSES (PUBLIC CONTRACTS) 1952-12

This Act came into operation on 30th April, 1952.

Amended by:

1958-55

1975-28

1976-22

Law Revision Orders

The following Law Revision Order or Orders authorized the insertion and removal of pages as the case may be under the Law Revision Act Cap.2 now repealed:

1978

Guide to symbols in historical notes:

- indicates an amendment made by an Act

/ indicates an amendment made by statutory instrument

CHAPTER 349

LABOUR CLAUSES (PUBLIC CONTRACTS) 1952-12

Arrangement of Sections

1. Short title
2. Interpretation
3. Provisions, etc., deemed to be included in public contracts
4. Contractor to display notices of conditions of work

SCHEDULE

**BARBADOS**

LABOUR CLAUSES (PUBLIC CONTRACTS)

1952-12

An Act to carry out the Convention relating to Labour Clauses in Public Contracts.

[Commencement: 30th April, 1952]

WHEREAS at Geneva on the 29th of June, 1949 a general conference of the International Labour Organisation adopted a Convention containing the provisions set forth in the Schedule:

AND WHEREAS it is expedient that for the purpose of carrying out the said Convention the provisions hereinafter contained shall have effect:

The following provisions have been enacted—

Short title

1. This Act may be cited as the Labour Clauses (Public Contracts) Act.

Interpretation

2. For the purposes of this Act—

“contract” means a contract for—

- (a) the construction, alteration, repair or demolition of public works;
- (b) the manufacture, assembly, handling or shipment of materials, supplies or equipment;
- (c) the performance or supply of services;

“public contract” means a contract involving the expenditure of funds by any department of the Government of this Island or by the Interim Commissioner for Local Government or the governing body of any secondary school.

Provisions, etc., deemed to be included in public contracts

3. Every public contract shall be deemed to include and to incorporate the provisions, conditions or stipulations contained in the rules set out in the Schedule, to all intents and purposes as if the same were expressly set out as conditions or covenants therein to be observed and performed on the part of either or both of the parties to the contract.

Contractor to display notices of conditions of work

4.(1) Every contractor shall keep displayed in a conspicuous place in his establishment and work places for the information of the workers a notice containing the conditions of their work and so printed that it may easily be read by all workers.

(2) A contractor who fails to comply with the requirements of subsection (1) shall cease to be a contractor for the purposes of this Act for such period as the Chief Labour Officer determines.

[1975-28]

SCHEDULE

(s. 3)

1. The contractor shall pay rates of wages and observe hours and conditions of labour not less favourable than those established in the trade or industry in the district where the work is carried out, by agreement, machinery of negotiation or arbitration to which the parties are organisations of employers and trade unions representative respectively of substantial proportions of the employers and workers engaged in the trade or industry in the district (hereinafter referred to as “ established rates and conditions ”), or failing such established rates and conditions in the trade or industry in the district, established rates and conditions in other districts where the trade or industry is carried on under similar general circumstances.
2. In the absence of any established rates and conditions as defined in paragraph 1, the Chief Labour Officer shall, after consultation with representatives of employers and workers prepare and furnish a schedule setting forth fair and reasonable rates and conditions to be observed in the execution of the contract, having regard to established rates and conditions in respect of persons employed in a capacity and in general circumstances similar to those of the persons engaged on the contract, or failing such established rates and conditions, any fair standards of rates and conditions commonly recognised in respect of persons employed in a similar capacity and in similar general circumstances.
3. Before being placed on any list of Government contractors, the contractor shall certify that to the best of his knowledge and belief the wages, hours of work and conditions of labour of all work-people employed by him in the trade or industry in which he is offering himself as a contractor are fair and reasonable having regard to paragraph 1.

[1976-22]

4. In the event of any difference or dispute arising as to what wages ought to be paid or what hours or other working conditions ought to be observed in accordance with the requirements of paragraph 1, it shall, if not otherwise disposed of, be referred by the Chief Labour Officer to the Governor-General who may, if he thinks fit refer the matter to an Arbitration Tribunal in accordance with the provisions of the *Trade Disputes (Arbitration and Enquiry) Act*, Cap. 360. In arriving at its decision, the tribunal, in the absence of any established rates and conditions in the trade or industry concerned as specified in paragraph 1, shall have regard to any agreement, custom, practice or award that may be brought to its notice relating to the wages, hours or conditions of labour of persons employed in a capacity similar to that of the persons to whom the difference or dispute relates in trade or industries carried on under similar general circumstances.

5. The contractor shall keep proper wages books and time sheets showing the wages paid to and time worked by the workmen in and about the execution of the contract, and he shall be bound, whenever required, to produce such wages books and time sheets for the inspection of any person authorised by the Chief Labour Officer.

6.(1) The contractor shall be prohibited from sub-letting unless the approval of the Chief Labour Officer is obtained.

(2) A sub-contractor shall be bound in all cases to conform to the conditions of the main contract and the main contractor shall be responsible for the observance of all contract conditions on the part of the subcontractors.

(3) The contractor shall not transfer or assign a contract or any portion thereof without the written permission of the Chief Labour Officer.

(4) No portion of the work to be performed on a contract shall be done at the homes of the work-people, except in so far as work is so performed by practice or custom.

- 7.** Contractors and sub-contractors shall recognise the freedom of their work-people to be members of registered trade unions.
- 8.** A contractor shall not be entitled to payment of any money which would otherwise be payable under the terms of contract in respect of the work and labour performed in the execution of the contract unless and until he has filed together with his claim for payment a certificate—
- (a) showing the rates of wages and hours of labour of the various classes of workmen employed in the execution of the contract;
 - (b) whether any wages in respect of the said work and labour remain in arrears; and
 - (c) that all the labour conditions of the contract have been duly complied with.
- 9.** The contractor shall also from time to time furnish to the Chief Labour Officer such further detailed information and evidence as the Chief Labour Officer may deem necessary in order to satisfy him that the conditions of these rules have been complied with.
- 10.** In the event of default being made in payment of any money in respect of wages of any workman employed on the contract and if a claim thereafter is filed with the Chief Labour Officer and proof thereof satisfactory to the Chief Labour Officer is furnished, the Chief Labour Officer may, failing payment by the contractor, arrange for the payment of such claim out of the moneys at any time payable under the said contract and the amount so paid shall be deemed payments to the contractor.
- 11.** Any contractor or sub-contractor who fails to comply with any of these rules shall cease to be approved as a contractor or sub-contractor for such period as the Chief Labour Officer may determine.