

## *Chairman's Remarks*

It gives me great pleasure to present this new NJIC Collective Agreement to all Stakeholders.

Nigeria is presently going through very challenging times, economically. The low international price of oil, which is the main source of income to the government, the high exchange rate and late passage of the 2016 Budget have all had negative impact on the economy.

All tiers of government have challenges in meeting their contractual agreements, especially to Construction Companies, forcing employers in the Construction Industry to depend and rely heavily on bank loans, resulting in massive laying off of employees in the Industry. Incidentally, the private sector was not spared and was also affected by the micro economy.

The employers were therefore, hampered and financially constrained by the very difficult economic situation, whilst the employees requested for succor from the effects of the same economic situation.

The Negotiation which led to this Agreement has been the longest so far, spanning about seven months.

In the course of the entire process, the Construction Industry exhibited strong character and uncommon determination and resolve to survive and weather the storm. I am proud to say that the feat was eventually achieved.

I commend the resilience of both parties, the result of which is an Agreement satisfactory to both parties, after several meetings. I have a strong belief that this Collective Agreement will foster peace and unity in the course of its duration.

Thank you for the opportunity to serve.

**MOSES ANITE**

Chairman

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**NATIONAL JOINT INDUSTRIAL COUNCIL (NJIC) AGREEMENT ON TERMS AND CONDITIONS OF SERVICE FOR JUNIOR EMPLOYEES IN THE BUILDING AND CIVIL ENGINEERING INDUSTRY IN NIGERIA**

**PREAMBLE**

THIS AGREEMENT is made this 31st day of May 2016 between the CONSTRUCTION AND CIVIL ENGINEERING EMPLOYERS ASSOCIATION OF NIGERIA (hereinafter referred to as the "Association") which expression shall where the context so admits include employers in the Building and Civil Engineering Industry of the one part and the NATIONAL UNION OF CIVIL ENGINEERING CONSTRUCTION, FURNITURE & WOOD WORKERS (hereinafter called "The Union") which expression shall where the context so admits include employees in the Building and Civil Engineering Industry of the other part.

**WHEREAS** The parties to this agreement having met together in peaceful and harmonious manner in the interest of good industrial relations to determine and regulate the conditions of employment in the Building and Civil Engineering Industry agree as follows:

**ARTICLE 1: MINIMUM STANDARD**

THIS AGREEMENT SHALL BE A MINIMUM STANDARD UPON WHICH ALL THE MEMBERS OF THE ASSOCIATION SHALL OPERATE AND SHALL NOT INTERFERE WITH ANY BENEFIT BEING ENJOYED BY ANY EMPLOYER OR EMPLOYEES WITHIN THE BUILDING AND CIVIL ENGINEERING INDUSTRY IN AS MUCH AS SUCH BENEFIT IS MORE ENHANCING THAN AS CONTAINED IN THIS AGREEMENT.

**SECTION A: PROCEDURAL AGREEMENT**

**ARTICLE 2: RECOGNITION**

The Association recognizes the Union as representing all employees, who have not been defined Senior Staff by the Management, in respect of this Agreement, on all matters affecting salaries, hours of work, and all other matters which may be agreed from time to time.

**ARTICLE 3: SCOPE OF AGREEMENT**

(A) The terms of this Agreement shall apply to all employees in the Building and Civil Engineering Industry in Nigeria as defined by Act number 22 of 1978

- (B) The terms of this Agreement form part of the individual employee's contract of employment and shall together apply accordingly.

#### **ARTICLE 4: DECLARATION OF PRINCIPLES**

- (A) The employer shall afford the Union and its elected officials relative freedom and reasonable assistance in carrying out their lawful functions.
- (B) In the event of any party to this agreement changing its name during the tenure of this agreement, the terms of this agreement shall remain valid.
- (C) No employee who is a member, shop steward, representative or official of the Union shall be subjected to victimization or intimidation or forfeit his or her employment benefit because he or she is a member of the Union.

#### **ARTICLE 5: CHECK-OFF SYSTEM**

The employer shall implement the Labour (Amendment) Act No. 21 of 1978 in respect of deductions of Union dues from the wages of all the employees under the Check-Off System and the amount so declared shall be paid to the Union's National Head Office.

#### **ARTICLE 6: DISCIPLINE AND DISMISSAL**

- (A) One of the aims of the Union is to make its members responsible in the duties assigned to them by the employer. If a violation and or absence from work without permission on the part of an employee is established after thorough investigation by the employer's representative as regards to his obligation or loyalty and careful execution of his duties, the employer will apply disciplinary action in proportion to the nature of the offence committed.
- i. Verbal warning
  - ii. Written warning
  - iii. Suspension from work without pay to a minimum of 10 (Ten) working days.

A warning letter shall cease to have effect if the employee concerned maintains a clean record over a period of 12 (Twelve) calendar months from the date of issue.

- A. Staff having been issued with (2) Two warning letters within (12) twelve calendar months by the management shall be terminated from employer's employment when he commits an offence that warrants a warning letter.
- B. The following offences carry the punishment of immediate dismissal without notice and without termination benefits.
  - i. Stealing, aiding, abetting, and fraud
  - ii. Corruption or attempting to corrupt other employees
  - iii. Drunkenness while on duty
  - iv. Being in possession of/or caught smoking Indian hemp or narcotics.
  - v. Any conduct likely to endanger the lives or safety of others or willful damage to Company's property
  - vi. Gross insubordination and/or fighting on duty. PROVIDED

ALWAYS THAT in case of misconduct an employee may be summarily dismissed at any time. in such cases, the employee will not be entitled to any benefits (for procedures see Article 9).

Employment will be defined as continuous Employment when a worker is employed by one employer and such employment is not interrupted by more than 4 (four) consecutive working days absence in any 12 (twelve) months employment EXCEPTING if such absence is caused by paid leave, public holidays, sickness or with prior permission of the employer in writing or the inability of the employer to provide employment due to temporary suspension of work, PROVIDED ALSO THAT in the case of sickness a valid medical certificate from a registered Medical Practitioner is given to the employer within 48 (Forty-eight) hours of commencement of sickness PROVIDED ALSO THAT in the event of stoppage(s) or strike(s) without Union support continuous employment will be deemed to have terminated forthwith.

#### **C. DIVULGING OF OFFICIAL SECRETS**

Employees may, during the course of their duties come in possession of facts and information relating to the Company's business. All such facts and information shall be treated as confidential and shall not be disclosed to any unauthorized persons.

#### **ARTICLE 7: LEAVE OF ABSENCE FOR TRADE UNION ACTIVITIES**

Employees shall be allowed by mutual agreement with the employer special leave of absence with full pay to attend to Trade Union Conferences, Seminars and other related Trade Union activities in and outside Nigeria.

#### **ARTICLE 8: NEGOTIATING AND CONSULTATIVE COUNCIL**

- i. Composition and Meeting: The Negotiating Council otherwise known as the National Joint Industrial Council (NJIC) shall consist of not more than 8 (Eight) members on either side. The Council shall meet every Calendar quarter or more frequently as may be deemed necessary. A quorum for a Council Meeting shall consist of 3 (three) members from each side excluding the Joint Secretaries.
- ii. Special Extra-Ordinary Meeting: should an emergency arise which warrants the convening of a special meeting the Negotiating Council shall be called by either party within 48 (forty-eight hours) of request. Only the items on the agenda will be discussed.
- iii. Collective Bargaining Unit at company Level: Realizing that this Collective Agreement serves as a National Minimum Agreement in the Construction Industry, it does not hinder the possibility of individual Company meeting with Union representatives on the local level with a view to discussing local issues.

#### **ARTICLE 9: GRIEVANCE PROCEDURE**

- A. The following procedures shall be adopted for the settlement of all grievances without prejudice to the legal rights of both parties.
  - i. An employee who has a grievance shall make the grievance known in the first instance to his immediate Supervisor. The immediate Supervisor shall settle the grievance within 2 (two) days after the employee had made known the grievance to him.
  - ii. If the employee is not satisfied with the settlement of his immediate Supervisor, he shall have the right to report his grievance to his Department Head, Project Manager or Site Agent as the case may be.

- iii. If the employee is not satisfied with the settlement referred at (ii) above, he shall then report the grievance to the Management.
  - iv. If the employee is not satisfied with stage (iii) above, the matter may be reported to the Branch Union who shall within 5 (five) days take the grievance up with Management.
- B. If no satisfactory solution is achieved at stage (Aiv) above, the matter shall be reported to the Union's state office.

#### **ARTICLE 10: TRADE DISPUTE**

When a negotiation between the Union and a Company or the Association reaches a state of deadlock, either party may take such action as is laid down in the Trade Disputes (Arbitration and Enquiry) Act No. 7 of 1976 as being appropriate to the circumstances of that particular case.

#### **ARTICLE 11: STOPPAGE OF WORK**

- A. The Union undertakes that there shall be no strikes, walk-outs, stoppages or slow-down or work-to-rule or any other interference with the company's operation by its members during the continuance of this Agreement.
- B. The Company undertakes that neither it nor its representatives shall put into effect any lock-out of employee during the continuance of this Agreement.
- C. In the event that an unauthorized strike, stoppage, slow-down or other interruption of work takes place, the employer and the union shall endeavour to bring about an immediate resumption of normal duties and until this is done, negotiation on the merit of the dispute shall not commence.
- D. In any event of authorized strike, stoppage, slow-down or other interruption of work, the principle of "No Work No Pay" shall apply.

E. In the event of any strike, stoppage of work etc, the following categories of employees shall not participate in the exercise.

- i. Medical and Health Employees
- ii. Security Staff and Fire Services.

#### **ARTICLE 12: REFERENCE**

The agreement shall be referred to as an Agreement between the Construction and Civil Engineering Employer's Association of Nigeria and the National Union of Civil Engineering Construction, Furniture and Wood Workers. In addition, the Association or the Companies should make reference to this Agreement in any Contract of Employment between the Company and its Employees.

#### **ARTICLE 13: LEGALITY**

- i. The provisions of this Agreement shall in all respect be interpreted in accordance with the Nigerian laws.
- ii. This Agreement supersedes the existing Agreement dated 27th January, 2014
- iii. All employees shall be aware of and apply the following enactments and any other subsequent legislation. Factories Act of 1987 No. 16, Employee's Compensation Act 2010
- iv. Both parties (Employers/Union) agree that this Collective Agreement shall take effect from 1st November, 2015

#### **ARTICLE 14: PROBATION/CASUAL WORKERS**

- A. Probationary period of all employees shall not be less than 2 (two) months and not more than 4 (four) months. Employment during probationary period may be terminated by either party giving to other 2 (two) working days notice or payment in lieu of notice. However, where termination is made after 2 (two) months, the period of notice shall be 10 (ten) working days or payment in lieu by either side. At the end of the probationary period, the employee shall have his employment confirmed in writing.

- B. Employers shall not encourage employment of workers on casual basis except where the necessity arises. A casual worker shall be converted to daily rated employee after one month's continuous satisfactory work and conduct.

#### **ARTICLE 15: WORKING HOURS**

All workers - 40 hours per week

Monday - Friday inclusive, 8 hours a day plus 1 hour break for lunch.

#### **A. RATE FOR OVERTIME PAY SHALL BE:**

- i. Normal working days-time and a quarter - 1¼ hours
- ii. Saturdays-time and a quarter- 1¼ hours
- iii. Sundays-time and a half 1½ hours
- iv. Public Holidays (Gazetted) – Double time
- v. Public Holidays granted for special events (if approved by the Federal Government) – Double time.

The employer shall pay overtime to any employee who for no fault of his is caused to lose his break period at the rate of one time and quarter (1.25) or in the alternative time-off. Any fraction of an hour or thirty minutes and above shall be recorded as one full hour for purpose of overtime.

#### **B. RATES OF PAY ON PUBLIC HOLIDAYS**

A monthly rated worker is considered to have been paid for any public holiday on which he does not work by virtue of his monthly rate of pay. If work is performed during this public Holiday, he will be entitled to an extra day's pay.

#### **C. RATE OF OVERTIME FOR MANUAL WORKERS**

Rates of pay for overtime work shall be as follows:

- i. Overtime work performed by an employee on time work shall be remunerated at a rate not lower than one and a quarter times the normal minimum rate of wages of such persons.

ii. Work performed by an employee on time work on Sundays shall be remunerated at a rate not lower than one and a half times the normal minimum rate of wages of such persons.

iii. For the purpose of this section, the normal minimum rate of wages of an employee shall be calculated at an hourly rate and shall be equal to one fortieth of five times the minimum daily wages of such employee.

iv. Basic monthly rate of pay x 12 for monthly rated worker  
52 x 40

#### **D. RATES OF PAY ON PUBLIC HOLIDAYS**

All Annual Public Holidays which are published in the Nigerian Official Gazette and Public Holidays granted by the Federal Government shall be paid for at full rate.

#### **ARTICLE 17: ANNUAL LEAVE AND LEAVE ALLOWANCE**

Any employee who has completed one year of continuous service and above shall be entitled to annual leave with pay as follows:

- 1-4 years - 2 weeks leave plus 10% of annual basic salary as leave allowance
- 5-10 years - 3 weeks leave plus 10% of annual basic salary as leave allowance
- 11 years and above - 4 weeks leave plus 10% of annual basic salary as leave allowance.

#### **ARTICLE 18: NOTICE ON RESIGNATION OR TERMINATION**

##### **A. DAILY RATED EMPLOYEES**

The employment of a daily rated employee may be terminated by the employer upon giving necessary notice to the employee or payment in lieu of notice as hereunder or the employee giving notice or payment in lieu of notice to the employer as follows:

1. On the continuous employment from three months up to 1 year – 10 working days' notice.
- ii. On the continuous employment above 1 year but not exceeding 3 years – 15 working days' notice.

##### **B. MONTHLY RATED EMPLOYEES**

Employment may be terminated upon given one month's notice by either side or payment in lieu of notice.

#### **ARTICLE 19: REPATRIATION**

If any employee's service is terminated by the Company, while he is on transfer, the employee shall be repatriated, his wife and a maximum of 4 (four) children to his original place of engagement at the company's expense.

#### **ARTICLE 20: GRATUITY BENEFITS**

The National Union of Civil Engineering Construction, Furniture and Wood Workers (NUCECFWW) and Construction & Civil Engineering Employers Association of Nigerian (CCEEAN) hereby agree that Article 20, 21 and 22 of the National Joint Industrial Council (NJIC) Agreement dated 24th of November 2009, which covered Redundancy, Retirement Benefit and Gratuity for Resignation or Termination respectively are hereby expunged and replaced with the following:

- (i) All accumulated entitlements due to the worker under Articles 20, 21, and 22 of the 2009 NJIC Agreement as stated in Article 20 above shall by the 31st of December, 2011, be calculated by the employer and the relevant sum due to the employee shall be communicated to the employee in writing.
- (ii) The sum so calculated in (i) above shall be paid by the employer to the employee not later than 1st October 2013.
- (iii) A waiting fee of 3% (interest) per annum (pro rata) shall be added to the employee's calculated sum where the employee is paid after 31st December 2011.
- (iv) Effective January 2012, and in place of Articles 20, 21 and 22 of the 2009 NJIC agreement, the employer will pay to the employee, 7.5% of the employee's monthly wages based on total emolument, comprising of Basic Salary/Wage, Rent Subsidy and Transport Allowance as replacement for the benefits hitherto applicable under Articles 20, 21 and 22 of the 2009 National Joint Industrial Council (NJIC) Agreement, which are now expunged. Payment will be made in lump sum once in a year

This Article however, shall be without prejudice to continuity in service and will not lead to loss of years in service and other benefits being enjoyed by workers under NJIC Collective Agreement.

#### ARTICLE 21: RETIREMENT

On attaining the age of 65 years, an employee's appointment will automatically terminate on grounds of retirement. An employee may retire or may be retired by an employer on/or after attaining the age of 50 years provided that he has complete 10 (Ten) years of continuous service.

#### ARTICLE 22: LONG SERVICE AWARD

Upon completion of 10 years meritorious unbroken service, a Long Service Award will be made on the following graduations

- A. 10 years - 21" Colour T.V plus 1 month basic salary/wage
- B. 15 years - 26" Colour TV plus 1½ months basic salary/wage
- C. 20 years - 2 Door Refrigerator plus 2 months basic salary/wage
- D. 25 years - = N = 100,000 cash payment in lump sum
- E. 30 years - = N = 150,000 cash payment in lump sum

#### ARTICLE 23: MEDICAL FACILITIES

- A. All employees shall be aware of and apply the following enactment and any other subsequent legislation.
  - i. An employee shall be entitled to receive at the expense of the employer, medical attention from a qualified Medical Practitioner approved by the employer and hospital treatment as and when such attention and such treatment are required PROVIDED that.
  - ii. The employer shall be liable only for the expenses of the period of medical attention and of hospital treatment which shall not exceed in the aggregate of eight weeks in any period of Twelve months of continuous employment.
  - iii. Section 48 of the Factories Act of 1958 (the Laws of Nigeria Chapter 66) or any other subsequent legislation amending or replacing the Factories Act.

- iv. Allowance for Medical Treatment for family:  
Every employee shall be entitled to payment of a family medical allowance of N5,900 per month.  
Payment of this allowance in respect of new employees shall not commence until the new employee has worked continuously for 3 months.

- B. Sick Leave: Subject to the Employee's compensation Act of 2010 and subject to clause A (ii) above, a daily rated employee shall be entitled to be paid wages up to fifteen working days in one calendar year during absence from work caused by illness certified by registered Medical Practitioner PROVIDED that Section A above shall not apply unless:

- i. The Contract remains in existence during the period of absence and the worker is ready and willing to perform his part of the contract save for the incapacity produced by the illness, and
- ii. The employee if so requested by the employer consents to be examined by a qualified Medical Practitioner nominated by the employer. The employee unable to attend to work on grounds of sudden illness must send notice of the fact to the employer immediately and in no case later than Seventy-two hours (3 days)

Absence without verbal or written notice or medical certificate from a Doctor recognized by the Government will be deemed as a breach of contract and treated accordingly. In any such case an approved Doctor's Certificate must be produced within Forty-eight hours (2 days) of the beginning of absence if the employee wishes to be considered for sick benefits.

#### ARTICLE 24: TRANSPORT TO SITE

Transport to Site shall be in Buses and vehicles provided with seats and covers excluding Tippers and such Trailers as are used for carrying goods

#### ARTICLE 25: TOOLS ALLOWANCE

Carpenters, Masons, Plumbers and all other Tradesmen shall be entitled to "Tools Allowance" provided that they have in their possession all the requisite tools of their trades as stipulated in "Schedule of Tools of Trade" (Appendix II) payable as follows:

- i. Carpenters = N=8.00 per day worked
- ii. All other tradesmen =N =4.00 per day worked

**ARTICLE 26: NON-ACCIDENT BONUS**

All Vehicle Drivers who had no accident during the year shall be entitled to Non-Accident Bonus payable as follows:

- i. First year without accident N5,000.00
- ii. Second year without accident N6, 000.00
- iii. Six months but under one year N5, 000.00

Earth moving equipment and mobile plant drivers will also enjoy this allowance on the same terms and conditions.

**ARTICLE 27: DEATH BENEFIT**

in the event of death of an employee, the next of kin of the deceased shall be paid the following:

- a. His/her Basic Salary for 7 months shall be paid in a lump sum.
- b. The employer shall either provide transport or bear the cost amounting up to N160, 000.00 in respect of transporting the corpse of the deceased to his or her original place of employment/birth, including his or her household.
- c. The employer shall also provide a befitting coffin.
- d. Benefits accruing from the Life insurance Policy according to the Provision of Pension Reform Act. 2004

**ARTICLE 28: PROTECTIVE CLOTHING AND SAFETY EQUIPMENT**

The employer shall provide protective clothing and safety equipment free of charge to employees.

All employers shall be aware of and apply the following enactment and any other subsequent legislation. Factories Act Laws of Nigeria (Chapter 66). The following categories of workers shall be provided with protective clothing suitable for their trades:

- i. Carpenter & Joiner -Apron
- ii. Cabinet Maker -Apron
- iii. Metal Machinist -Goggles & Overall
- iv. Wood Machinist -Overall & Respirator
- v. Turner -Overall
- vi. Blacksmith -Overall
- vii. Electric Welder -Overall & Goggles
- viii. Oxy-Acetylene Welder -Overall & Goggles
- ix. General Mechanic -Overall
- x. Refrigerator/Air Conditioning Mechanic -Overall
- xi. Motor Vehicle Mechanic and Fitter -Overall
- xii. General Steam and Diesel/Petrol Fitter -Overall
- xiii. Electrician (Domestic and Industrial) -Overall  
and Rubber Sole Shoe
- xiv. Automobile Electrician -Overall
- xv. Plumber -Overall
- xvi. Painter, Glazier And Sign Writer (Excluding-Brush Hand) -Overall
- xvii. Sheet Metal Worker and Panel Beater -Overall
- xviii. Site Concrete Workers -Boots & Goggles
- xix. Asphalt Workers -Safety Boots & Apron
- xx. Quarry Workers -Safety Boots, Helmets and Respirators
- xxi. Messengers And Night Watchman - Rain Coats & Uniforms
- xxii. Gatemen and Drivers should be provided with uniforms.
- xxiii. Workers who are exposed to falling objects at building sites should be provided with safety helmets,
- xxiv. Earth moving equipment and Plant Operators, hand gloves and helmets.

**ARTICLE 29: UNION NOTICE BOARD**

- A. The employer agrees that the union shall have its Notice Board in any Company's premises in the canteen or convenient place agreed with the management.
- B. The employer should be duly notified of proposed Union meeting which may take place in the Company's premises outside working hours.



**ARTICLE 30: COMPASSIONATE LEAVE**

The employer may grant compassionate leave with pay for a maximum period of 5 (Five) working days in a year.

**ARTICLE 31: EFFECT OF LEGISLATION**

In the event that the government of the federal republic of Nigeria by legislation, decree or other appropriate means provides benefits including increases/decreases in salaries and fringe benefits, the employer should comply subject to agreement at the NJIC platform.

**ARTICLE 32: PROMOTION**

Promotion to position of higher grade will depend on the available vacancies, qualifications, performance on the job, indication of potential skill and ability to assume higher duties responsibilities and good conduct.

When in the judgment of the employer these conditions are met by any employee, the employer shall use its discretion in filling any existing vacancies by promotion, provided that those in that section or department are given the opportunity to contest for such vacancies.

All Artisans' Mates who by long service and experience become qualified in their trades shall be considered for promotion by the employer to fill posts that may become vacant from time to time.

**ARTICLE 33: TRAINING**

As far as practicable, and without discrimination, training shall be made available to suitable employees who are qualified for appointment to man responsible positions within the Company.

**ARTICLE 34: METHOD OF SALARIES/WAGES STRUCTURE**

- A. Salaries/Wages are to be paid to employees in cash, it must be given in a packet with the name of the employees written on the packet and, a note of how the salaries/wages is made up and all deductions made therefore shall be written on the packet or on a salary slip inserted within or accompanying the packet.
- B. Payment of salaries/wages shall not exceed the last working day of the month.

**ARTICLE 35: RENT SUBSIDY**

Rent subsidy for all categories of junior staff will be N6, 500.00 or 50% of basic salary whichever is higher.

**ARTICLE 36: TRANSPORT ALLOWANCE TO EMPLOYEES**

In addition to provision of transport to site, the employer shall pay N7,200. 00 (Seven Thousand Two Hundred Naira Only) per month or N327.27 per day worked to all employees as transport allowance.

**ARTICLE 37: MERIT AND ANNUAL INCREMENTS**

- A. Individual merit increment shall be at the discretion of the management.
- B. Annual increment shall be generally granted to employees at the rate of 7½% of current Basic Wage/Salary.

**ARTICLE 38: TIME LOST THROUGH CAUSE BEYOND CONTROL OF EMPLOYER OR EMPLOYEE.**

Where a daily-paid worker had held himself ready and available for work throughout the normal working hours, but has been prevented from working by reason of inclement weather:

- A. He shall receive a half day's pay if he has done no work and is dismissed before 12 noon Monday to Friday inclusive.
- B. He shall receive a full day's pay if he has worked in the morning and is dismissed after 12 noon Monday to Friday inclusive.
- C. He shall receive a full day's pay if he has worked after 12 noon even though he might have done no work that morning Monday to Friday inclusive.
- D. He shall receive a half day's pay at the appropriate rate if he has worked after 12 noon, even though he might have done no work that morning on Saturday, Sunday or Public Holiday.

**ARTICLE 39: CANTEEN/MEAL SUBSIDY**

- A. An employer shall undertake to provide a suitable canteen in his permanent place of work such as workshop; site and offices provided there are more than 100 regular employees.
- B. Employees who are not provided with canteen facilities will be paid meal subsidy of N5,900.00 per month or N268. 18 per day worked.

**ARTICLE 40: LEGAL AID FOR DRIVERS ON DUTY**

Employers shall assist Drivers involved in accidents. Any such assistance shall be dealt with on individual basis between the employer and the employee concerned, if necessary with the assistance of the Company's Union Branch.

**ARTICLE 41: OUT OF STATION ALLOWANCE**

It is the duty of the employer to provide accommodation for all employees on out-of-station duty. If this is not possible the following night allowances shall be paid in lieu:

- A. All employees allowance will be N2,200.00 per night if accommodation is provided.
- B. If an accommodation is not provided, allowance will be N4,300.00

**ARTICLE 42: TRANSFER**

An employee on permanent transfer from one place to another shall be entitled to the following allowances.

- A. Disturbance allowance will be N25,000.00 lump sum.
- B. Allowance payable where a decent accommodation is not provided will be N1,200.00 per night for a period of 60 days.

**ARTICLE 43: NIGHT SHIFT ALLOWANCE**

Employees (excluding Watchmen) who are engaged on duty between the hours of 7.00 pm and 5.00 am of the following morning shall be paid Night Shift Allowance of 12.5% of their Basic Salary Wages rates.

**ARTICLE 44: END OF YEAR BONUS**

All employees will be considered for end of year bonus. The amount shall be one (1) month Basic Salary.

Employees who have served for less than one year shall be paid prorata. However, should a Company incur losses in a year; dialogue shall take place between the two parties on what to pay.

**ARTICLE 45: MATERNITY LEAVE**

Maternity leave shall be granted in accordance with current Federal Government Directives on maternity leave, viz:

- A. All females' employees who are pregnant are entitled to 16 weeks maternity leave with full pay. The annual leave for the year will, however, be regarded as part of the maternity leave. Where this annual leave has already been enjoyed before the grant of maternity leave, that part of the maternity leave equivalent to the annual leave will be without pay.

**ARTICLE 46: UTILITY ALLOWANCE**

N4,400.00 per month will be paid as utility allowance to all employees.

**ARTICLE 48: CASUAL LEAVE**

Casual leave without pay shall be granted on permission to an employee to a maximum of five (5) days in a period of a year.

**ARTICLE 48: INDUSTRY MINIMUM WAGE (BASIC SALARY)**

N13,200 per month or N600.00 per day

**ARTICLE 49: APPRENTICES**

1st year	-	N451.56 per day
2nd year	-	N484.75 per day
3rd year	-	N520.42 per day
4th year	-	N558.77 per day
5th year	-	N600.00 per day

**ARTICLE 50: ACTING APPOINTMENT**

25% of the Basic Salary of the employee acting for his immediate supervisor shall be paid to him for the period he acted.

**ARTICLE 51: CONVERSION TO MONTHLY RATES**

Daily rated employees shall be converted to monthly rated staff after three (3) years continuous service.

**ARTICLE 52: DURATION OF AGREEMENT**

Both parties agree that the Agreement once completed shall be amended by mutual consent through the Negotiating Council (NJIC) but shall otherwise run in the first place for two (2) years and shall continue to be in force until reviewed.

**NATIONAL JOINT INDUSTRIAL COUNCIL (NJIC) FOR THE CONSTRUCTION  
INDUSTRY IN NIGERIA APPENDIX (AS AMENDED) WITH EFFECT FROM 1st  
November, 2013 ANNUAL MINIMUM SALARIES/WAGES FOR WORKERS IN  
THE CONSTRUCTION INDUSTRY THROUGHOUT NIGERIA**

Position Held	NJIC Grade	NJIC New Annual Wage Rate On A 40 Hours 5 Day Week 2015
Senior Clerks	2013	
Senior Wages		
Accounts Clerks		
Senior Cashier		
Secretary Typists i	156, 286. 14	158, 686. 14
Asst. Senior Clerks		
Asst. Senior Storekeepers		
Store Keepers		
Senior Typists		
Cashiers, Wages Clerks		
Timekeepers		
Senior Receptionists ii	156, 721. 68	159, 121. 68
Typists, Storekeepers		
Clerks, Receptionists/ Telephone Operators		
Time Keepers, Clerks iii	156, 547. 92	158, 947. 92
Receptionists/Telephone Operators, Time Keepers Clerks iv	156, 137. 29	158, 537. 29
Messengers,	156, 107. 46	158, 507. 46
Senior Lab. Technicians, Supervision, Senior Tech. Assistants, Asst. Technical Officers, Draughtmen v	157, 411. 02	159, 811. 02
Foremen, Technical Asst., Senior Mechanics i	156, 938. 22	159, 338. 22
Technical Assistants		

Position Held	NJIC Grade 2013	NJIC New Annual Wage Rate On A 40 Hours 5 Day Week 2015
Draughtmen Laboratory Technicians Surveying Assistants, Headman ii	156, 867. 44	159, 267. 44
Junior Tech. Asst., Tracers Artisans, Laboratory Tech., Senior Chairmen, Surveying Assistants iii	156, 198. 97	158, 598. 97
<b>(A) TRADESMEN</b>		
Qualified Artisans		
Non-Qualified (Non- Trade Tested)	591. 60	600. 69 per day
Steel Frame Erectors	591. 29	600. 38 per day
Iron Benders		
Fixers and Scaffolders		
Light Vehicle Drivers	591. 29	600. 38 per day
Heavy Plant Operators	592. 14	601. 23 per day
Heavy Lorry Drivers	593. 81	602. 90 per day
<b>(B) STORE/TIME KEEPERS</b>		
Store Keepers Grade iv	591.60	600.69 per day
Store Keepers Grade iii	592.14	601.23 per day
Store Keepers Grade ii	592.92	602.01 per day
Store Keepers Grade i	593.81	602.09 per day
<b>(C) HEADMEN</b>		
Headmen Artisans	592.35	601.44 per day
Asst. Headmen Artisans	592.16	601.25 per day
Headmen General Labour	591.29	600.38 per day
<b>(D) WATCHMEN/GENERAL LABOUR THROUGHOUT NIGERIA</b>		
	590.91	600.00 per day
<b>(E) APPRENTICES</b>		
1st Year	442.47	451.56 per day
2nd Year	475.66	484.72 per day
3rd Year	511.33	520.42 per day
4th Year	549.68	558.77 per day
5th Year	590.71	600.00 per day

Industry Minimum Wage is hereby adjusted across the board by N200.00 per month to N13,200 per month

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INDUSTRY IN NIGERIA APPENDIX (AS AMENDED) WITH EFFECT FROM 1st  
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FOR AND ON BEHALF OF THE  
CONSTRUCTION AND CIVIL  
ENGINEERING EMPLOYERS'  
ASSOCIATION OF NIGERIA

FOR AND ON BEHALF OF THE  
NATIONAL UNION OF CIVIL  
ENGINEERING CONSTRUCTION'  
FURNITURE & WOOD WORKERS

Mr. Moses Anite.....

Chief Vincent Barrah.....

Engr. Nasiru Dantata.....

Mr. Levi U. Ikenyi.....

Alh. Lukman Popoola.....

Barrister Emeka Okoroafor.....

Comr. Amechi Asugwuni.....

Comr. (Alh.) Ibrahim Walama.....

Comr. Jimoh Usman.....

Comr. Toyin Oni.....

Comr. Ben Ularju Papka.....

Comr. Akeem Lawal.....

Comr. Wilson Ezuruonye.....

Comr. Bright Osabuogbe.....

Comr. Akinwande Oladipupo.....

Comr. Kenneth Nwaguru.....

EFFECTIVE DATE 1ST NOVEMBER 2015

WITNESSES

*Adekoje*

MRS. OLUBUNMI ADEKOJE  
JOINT SECRETARY

*Ayoola Balogun*

COMR. AYoola BALOGUN (JP)  
JOINT SECRETARY

DATED THIS 31ST DAY OF MAY, 2016