

## The Evil Bugs in the Workers Rights Bills

Clauses & Sections	Derogation from Minimal Rights			
	Collective Agreement or Salary Report	Salary Report	Atypical worker	Specific Derogation
<b>PART I – PRELIMINARY</b>				
1.Short title				
2.Interpretation				
3.Application of Act				

PART II – AGREEMENT				
4.Discrimination in employment and occupation				
5.Agreement				
6.Fixed term agreement				
7.Part-time work				
8.Consideration for full-time or permanent employment				
9.Transfer to part-time or full-time work				
10.Atypical work				
11.Compromise agreement				
12.Continuous employment				

PART III – MINIMUM AGE FOREMPLOYMENT				
13.Employment of children and young persons				

PART IV – HOURS OF WORK				
14.Normal working hours				
15.Compressed hours				
16.Flexitime				
17.Shift work				
18.Notional calculation of basic hourly rate				
19.Overtime				
20.Public holiday				
21.Meal and tea breaks				
22.Meal allowance				

PART V – REMUNERATION				
23.Equal remuneration for work of equal value (1)				
24.Payment of remuneration				
25.Deduction				
26.Payment of remuneration to part-timeworker				
27.Payment of remuneration in specialcircumstances				
28.Payment of remuneration due on termination of agreement				
29.Additional remuneration				
30.Payment of additional remuneration				

PART VI – PROTECTION OF REMUNERATION				
31.Joint liability on remuneration				
32.Protective order				
33.Grant of protective order				
34.Duration of protective order				
35.Order in respect of immovable property				
36.Variation and discharge of protective order				
37.Wage Guarantee Fund Account				
38.Particulars of Wage Guarantee Fund Account				

39.Redemption of claim				
40.Recovery of overpayment				

**PART VII – OTHER CONDITIONS OF EMPLOYMENT**

41.Transport of workers				
42.Annual leave				
43.Sick leave				
44.Medical facilities				
45.Maternity benefits				
46.Paternity leave				
47.Vacation leave				
48.Special leave				
49.Juror’s leave				
50.Leave to participate in international sport events				
51.Leave to attend Court				
52.End of year bonus				
53.Promotion				
54.Tools				
55.Communication facilities				

**PART VIII – ENTITLEMENT OF WORKERS IN SUGAR INDUSTRY**

56.Interpretation of Part VIII4				
57.Continuous employment of existing workers in sugar industry				
58.Workers employed by job contractorh				

**PART IX – TERMINATION OF AGREEMENT**

59.Termination of agreement				
60.Termination of appointment under the Constitution				
61.Notice of termination of agreement				
62.Protection against termination of agreement				
63.Notification of charge				
64.Suspension				
65.Employment following transfer of undertaking				
66.Certificate of employment				
67.Reduction of workforce				67 (8) An employer may reduce its workforce without giving Notice to the Redundancy Board
68.Redundancy Board				
69.Functions of Board				
70.Organisation and sitting of Board				

**PART X – WORKFARE PROGRAMMEFUND**

71.Establishment of Workfare Programme Fund				
72.Objects of Workfare Programme Fund				
73.Payment into and out of Workfare Programme Fund				
74.Contribution to Workfare Programme Fund				
75.Transition unemployment benefit				
76.Industrial injury allowance				
77.Workfare Programme Fund Committee				
78.Functions of Workfare Programme Fund Committee				
79.Actuarial valuation of Workfare Programme Fund				
80.Financial statements of Workfare Programme Fund				
81.Recovery of overpayment				

**PART XI – COMPENSATION**

82.Payment of severance allowance		82 (1)		
83.Amount of severance allowance				

84. Deductions from severance allowance				
85. Death grant				
<b>PART XII – PORTABLE RETIREMENT GRATUITY FUND</b>				
86. Interpretation of Part XII				PRGF is derogated if employees work with an employer under Private Pension Scheme. The Amendment brought is prejudiced to employees under PPS. Thus evil dynamics will be unleashed the day PRGF enters in force!
87. Establishment of Portable Retirement Gratuity Fund				
88. Object of Portable Retirement Gratuity Fund				
89. Eligibility to join Portable Retirement Gratuity Fund				
90. Administration of Portable Retirement Gratuity Fund				
91. Payment into and out of Portable Retirement Gratuity Fund				
92. Individual account in respect of everyworker or self-employed				
93. Contributions to Portable Retirement Gratuity Fund				
94. Contributions for past services				
95. Shortfall or surplus of contributions				
96. Joint liability of employer and jobcontractor to pay contributions				
97. Circumstances in which gratuity may be granted				
98. Payment of gratuity in case of employment with same employer				
99. Payment of gratuity in case of employment with one or more employers (1) (f) (2) (3) (4)				
100. Recovery of contribution by Director-General				
101. Information to be furnished to Director-General and administrator				
102. Remittance of contributions by Director-General				
103. Privilege in respect of contributions				
104. Establishment of Portable Retirement Gratuity Fund Advisory Committee				
105. Investment Committee				
106. Audited accounts of Portable Retirement Gratuity Fund				
107. Statement of account				
108. Surcharge on late contributions or late return				
<b>PART XIII – VIOLENCE AT WORK</b>				
109. Violence at work				
<b>PART XIV – ADMINISTRATION</b>				
110. Register of employers				
111. Keeping of records				
112. Labour inspection				
113. Power to make enquiries				
114. Power to summon				
115. Complaint procedure				
116. Notice of compliance				
<b>PART XV – MISCELLANEOUS</b>				
117. Protection from liability				
118. Offences (1) (f) 2,34 (???)				
119. Regulations				
120. Repeal				
121. Consequential amendments				
122. Savings and transitional provisions				
123. Commencement				
FIRST SCHEDULE				

SECOND SCHEDULE				
THIRD SCHEDULE				
FOURTH SCHEDULE				
FIFTH SCHEDULE				
SIXTH SCHEDULE				
SEVENTH SCHEDULE				
EIGHTH SCHEDULE				

**\* Colour Coding**

<b><i>Cannot be derogated by</i></b>
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**Amendments Needed** – No provision in CA or Salary Report or in any other Agreement between a worker and an employer can be less favorable and detrimental to any worker than those provided in this Act. If such a provision exists in any agreement, such provisions shall be deemed to null and void.