Revolutionary Illusions or Counter-Revolutionary Evil Bugs?

URGENT Need for Fundamental Amendments to be brought to the proposed

WORKERS RIGHTS BILL

and the

THE EMPLOYMENT RELATIONS (AMENDMENT) BILL

1. Introduction Summary

- **The Process**

  From the very outset the GWF-JNP protest against the process adopted by government leading to the presentation of the two pieces of legislation.

  A responsible government, at 5th months of the termination of its mandate, cannot then adopt a position (or used proxies) to say "*take it as it is, or leave it, because they are bosses out there 'who are not agreeable' to what is being proposed*"!

  The working people have not voted for a new government in 2014 to adopt worsened position than the previous one. The working people have voted against the previous regime for the new one to stand and defend the 450,000 people, if they are under attack by a tiny few economic oligarchs leading Business Mauritius.

- **The dynamics of the proposed new legal framework on the world of work**

  - Industrial and Labour Legislations can never be analysed without understanding that the unjust and unequal power relations between the two classes: the capitalist and working class. In this system the majority of human being, the working class are obliged to sell their labour power to the capitalist class in order to subsist. This is the harsh reality of the system, which inevitably generates conflicts of interests and power relations. Industrial and Labour Legislations are instruments trying to regulate these conflict relations, to determine the degree of exploitation in such a system and determine the share of surplus which directed towards the working people. Understanding changes in Industrial and Labour Legislation is to understand the dynamics that these changes will generate in the exploitation processes, the balance of forces between the classes and between the employer and the workers. It is certainly not an additions of single measures or can be reduced an GP students Essay, in terms of 'advantages' and 'disadvantages'

  - When we analyse the proposed Amendments of the two pieces of legislation, it primarily translates the agenda of the capitalist class:

    - *to impose and/or sneaking structural changes in the industrial and wage setting mechanism of Mauritius in order to deregulate provisions of laws and minimal work conditions;*

    - *force the gradual streamlining and replacement of laws which guaranteed minimal workers rights by news mechanisms which enable derogation of the very existing legal framework and work conditions; and*

    - *to impose a new balance of forces /power which is less favorable to the working class in the sphere of industrial relations and in the class society, thus enabling derogations of minimal workers' conditions and increase the level of exploitation.*

  - The new *Workers Rights Bills* while in appearance enhances many workers rights, concurrently introduces several **evil bugs** to nullify some of the existing rights and many of the very new rights. This is why, what is being proposed has a pernicious character and is leading to such incoherent and contradictory reactions from the trade union movement.

- The new proposed industrial and labour legal framework pursue the **old** agenda of the economic elites to replace gradually the National Remuneration Board and Sectoral Remuneration Orders and the legal framework governing the Annual Salary Compensation Mechanism. The <u>new</u> agenda is to introduce a new sets of 'rights' in the Workers Rights Bill while in parallel insert in mechanisms (the evil bugs) which will render most of the 'rights' caduque, obsolete, thus nullifying all the seemingly 'revolutionary' gains and advancements.

- **The Workers Rights introduces several major evil bugs, within :**
  - the new PRGF legal framework
  - the new proposed Redundancy Board framework
  - the application of the new Workers Rights Bill, in combination with the amendment in the Employment Relations Bill, will enable the possibility of massive 'derogation' of minimal working conditions and further consolidate the dangerous principle of *Concession Bargaining*.

- **Unacceptable regressive clauses**

  Furthermore the two pieces of legislation contain a few totally unacceptable clauses, which would stifle the rights of workers which we deal later in this Paper,

- **Undermining and weakening workers in Collective Bargaining processes**

  In Parallel many of the Amendments in Employment Relations Act will severely undermine the position of workers in front of employers in collective bargaining process and is certainly not in conformity with ILO Expert views. We will explain in details some of the dynamics and absurdities of what is being proposed.

- **Urgent Fundamental Amendments prior to enactment**

  This is why we request for urgent fundamental amendments be brought before the two proposed legislation are enacted by the National Assembly.

2. The Portable Retirement Gratuity Fund (PRGF) and its evil bugs

The GWF-JNP are amongst the first of unions having proposed and supported the idea of a portable system of severance allowance since back 1987, to cater for summary dismissal of workers, termination of employment, and proliferation of the casualisation of labour, whereby statutory payments of gratuity were rendered obsolete. Thousands of workers of this country have been victims of such a situation. So the GWF-JNP is fully in favour of a system to secure payment of a gratuity in recognition of the past years of services an employee spent with an employer.

While the GWF and the trade union movement have been in favour of a system of Portable Severance Allowance, the GWF has strongly warned against any new system which would undermine the acquired rights of any worker of the country.

It was in the above context that the GWF raised serious pertinent objections supported by the factual data and analysis, which have been acknowledged by officers of the Ministry of Labour and the SICOM representative at an official meeting held on the 30th November 2018 at the Ministry of Labour.

We regret that there has been a rupture of communication with the unions on the issue of PRGF, while information published in the media talked on parallel secretive discussions being held at the Ministry of Finance on the PRGF with employer's organisations, and a few privileged people having been accustomed to the PMO.

This rupture of the **official** consultation has led to an 'evil bug' being introduced in the Workers Rights Bill in parallel to the well intended PRGF. As it stands, the introduction of the PRGF as proposed by Government, creates a fundamental contradiction and generates its contrary dynamics: **it generates the seeds of its own destruction.**

The Government and its proxies argue that the PRGF in its present form will not be less favorable to acquired rights of workers and existing provisions on Gratuity at Retirement/Death of 15 days' remuneration per year of service, for workers of the private sector. They argue that the proposed PRGF system cannot, in any circumstances, be less favorable to the present Gratuity Regime of Gratuity on Retirement and/or at Death.

The GWF-JNP argue the contrary.

The PRGF as it stands in the Workers'Rights Bill, will **NOT** apply to any worker who is employed by an employer running a Private Pension Scheme or a worker whose retirement benefits are payable in accordance with a Private Pension Scheme. Below are the relevant sections of the proposed law.

> ***93. Contributions to Portable Retirement Gratuity Fund***
> (1) An employer *other than* –
> *(a) an employer who has a private pension scheme;*

> ***89. Eligibility to join the Portable Retirement Gratuity Fund***
> *(1) Any worker or self-employed, other than –*
> *(a) a job contractor;*
> *(b) a public officer or a local government officer; or*
> *(c) a worker whose retirement benefits are payable –*

(i) under the Statutory Bodies Pension Funds Act; or

(ii) in accordance with a private pension scheme; and...

What does it mean for PRGF not to be applied to workers working with '*an employer who has a Private Pension Scheme'*? They will be entitled to **only** retirement benefits as per Private Pension Scheme, **not** to any entitlement under PRGF and **not** any Gratuity which is presently a right derived in section 49 of the Employment Rights Act, which recognises the principle of gratuity of 15 Days' Remuneration per year of service in addition to any Pension Benefit under a Private Pension Scheme operated by an employer.

Retirement benefits under Private Pension Scheme (PPS) is the total amount of accrued benefits based on **Employees** plus **Employers contributions.** The share of employer's and employee's contribution varies around 6% or more, and employees contribution varies around 3% or more, depending on the age of the employees. Totaling normally 9% or more of monthly contribution of the basic salary of a worker to the Private Pension Fund. Whereas Gratuity under Section 49 of the existing law and the proposed PRGF Gratuity at Retirement or Death is payable **solely** by employers at the rate of 5.8% (15 days per year of service) based on Remuneration.

Pension Benefits under a PPS is payable after deducting the employer's share of contributions in accordance with Section 49(3)(a) and (b) of the existing Employment Rights Act. The balance is paid as follows: 25% as Lump Sum and the remaining is paid as a monthly lifetime pension. Whereas, Gratuity payment under existing regime or under PRGF is payable as a Lump Sum Payment at one go.

It is also important to understand that the proposed new legal framework under the Workers Rights Bill does not make PRGF or Private Pension Scheme **optional** where an employer operates a Private Pension Scheme. According to Section 93 (1) (a), adherence to the PRGF is at the sole discretion of the employer.

Furthermore we should that while the PRGF system address the issue of balance of 15 days remuneration when an employee leaves a job, same is left attended for employees falling under a Private Pension Scheme.

The GWF-JNP spokespersons made the arguments, as from day 1 the Bill was released, that the exclusion of employees under Private Pension Scheme from the PRGF is prejudicial to them. The Minister, his technicians and some trade unionists turning themselves into blind proxies, then replied that no such prejudice will be caused. Some even went on stating that we have misread this section of the law, because there is a 'protective clause' which has been introduced to safeguard the interest of employees under Private Pension Fund Scheme.

Thus, they concluded that the new system cannot be detrimental to any worker of the country and cannot in anyway be regressive and it is even ….revolutionary! The GWF-JNP spokespersons were crucified by a section of the media, and turned into vulgar 'politicians', as in times when the reactionary oligarchs were attacking working class spokespersons, like Emmanuel Anquetil, who was a trade union leader and a political leader as well.

So let us look at the famous guarantee? It is found in a proposed amendment to be brought to the *Private Pension Schemes (Licensing and Authorisation) Rules 2012* as below:

The Private Pension Schemes (Licensing and Authorisation) Rules 2012 is amended, in regulation 5 –

(a) in paragraph (3) –

(i) by revoking subparagraph (a);

(ii) in subparagraph (b), by deleting the words “before 2 years of service”;

(iii) in subparagraph (c), by deleting the words “after 2 years of service”;

(b) by adding the following new paragraph –

(7) **Where the value of the accrued benefits with an employer is less than the amount specified in section 95 of the Workers’ Rights Act 2019, the employer shall pay the balance in favour of the workers.**

The ‘Guarantee’ is in fact part of the evil bug that has been inserted in the proposed new system.

Why?

Given that the ‘accrued benefits with an employer’ is the benefit resulting from the **combined** contribution of the employer plus employee, it will in general be less than15 days’ remuneration per year of service as specified in Section 95 of the Workers Rights Bill! Thus ***‘an employer who has a private pension scheme’* will in almost all the cases, never pay ANY balance in favour of ANY worker.** Hence, rendering the ‘guarantee’ of the amendment to the *Private Pension Schemes (Licensing and Authorisation) Rules 2012* obsolete or rather thus null and void.

In the final analysis the proposed PRGF legal framework, with its provisions on Private Pension Scheme, **ELIMINATES the provision of a Gratuity at Retirement or Death which is guaranteed in the Section 49 of the Employment Rights Act for all employees under a Private Pension Scheme.** This will cause very serious prejudices and substantial loss of benefits to the vast majority of workers presently in Private Pension Scheme, under defined contribution scheme, which is estimated at around 50,000 employees presently. A deeper analysis may in some cases, even show prejudices to Defined Pensions Benefits in Private Pension Scheme, when compared to the dual system of 15 Days Gratuity + Retirement Benefits from Private Pension Scheme. It is up to the government actuary to prove the contrary.

According to calculations based on real cases in which the GWF-JNP is involved, we have observed the following:

UNDER EXISTING RETIREMENT GRATUITY REGIME

Private Pension Fund (PPF) Accrued Benefits	Rs	%
Employee’s Share	155,557	31.91%
Employer’s Share	331,934	68.09%
Total	487,491	100.00%
Lumpsum payable	**121,873**	**25.00%**
Monthly Pension	3166	-
Monthly Pension as per Employer’s Share	2156	68.09%

Lumpsum payable under Employment Rights Act (ERIA)	Rs
One day remuneration as per section 49(5)(a)	1,056
Yearly rate of gratuity as per payslip (15 day’s)	15,835
Lumpsum under section 49(2)(a)	244,116
Deductions under ERIA as regard to Employer’s share – Section 49(3)	
Half of Lumpsum payable by PPF – Section 49(3)(a)	41,492
60 X Monthly Pension payable by PPF – Section 49(3)(b)	129,352
Lumpsum Due by Employer under ERIA	**73,272**

TOTAL LUMPSUM expected at retirement (Rs)	**195,145**
- in addition to a monthly pension (Rs)	**3,166**

As per Workers Rigjhts Bill circulated

Private Pension Fund (PPF) Accrued Benefits	Rs	%
Employee’s Share	155,557	31.91%
Employer’s Share	331,934	68.09%
Total	487,491	100.00%
Lumpsum payable	**121,873**	**25.00%**
Monthly Pension	3166	-
Monthly Pension as per Employer’s Share	N/A	N/A

	Rs
Lumpsum due by Employer as per new regulation	**0**
Lumpsum payable by PRGF	**0**

TOTAL LUMPSUM expected at retirement (Rs)	**121,873**
- in addition to a monthly pension (Rs)	**3,166**

From the data from other enterprises we reached the same conclusion:

- *An employee with 42.8 years of service entitled to Rs 660,000 of Retirement Gratuity under the existing regime (laws) will lose around Rs 295,000 of Lump Sum.*

- *An employee with 30 years of service entitled to Rs 427,000 of Retirement Gratuity under the existing regime (laws) will lose Rs 15,000*

As it is more ***'cost effective'*** from the point of view of an employer to run a Private Pension Scheme, no one needs to have a 'crystal ball' to foresee the dynamic that the new '*revolutionary*' system will be unleashing! The 50,000 workers will become easily 100,000 in one year and even 500,000 for the next five to 10 years. As it is obvious that employers would find it much cheaper to set up Private Pension Scheme than to operate under the proposed PRGF legal framework.

This means that the overall dynamics of the proposed PRGF new legal set up would lead to the beginning of the death of the PRGF itself, as from the day the PRGF is enacted, proclaimed and is operational!

Equally alarming, is the fact that the day the PRGF proposed mechanism enters in force it will create the conditions for the ANIHILATION of the VERY RIGHT to a Gratuity at Retirement or Death as almost all employers would migrate towards a Private Pension Scheme, where 15 Days Gratuity no more exists!

The old dream of the economic oligarchs, now turning more and more into financial capital, will be fulfilled: *to take over of the whole lucrative 'pension business' creating new 'capital' from labour power and hurling the working class back into the nightmare of the old "Pansion Commarmond'!*

Thus what is presented as 'revolutionary' can also be an illusion if we do not address the evil bug perniciously sneaking into the new legal system.

The evil bug inserted into the PRGF system is only one of the various evil bugs, into the whole sets of the new legislations, which we will elaborate in the next sections of our Memorandum.

This is why the GWF -JNP are urging that two fundamental amendment be brought so that the introduction PRGF be **added** to the present regime of Gratuity at Retirement, not be abstracted.

Amendment Proposal 1 – Workers Rights Bill

We propose that an Amendment be brought to the Workers Right Bill to ensure that the Gratuity Right as is guaranteed in the present Sections 49 and 49A of the Employment Rights Act be included and be applied to all workers under a Pension Scheme or any provident fund or scheme set up by the employer for the benefit of the workers.

This includes the payment of a Gratuity of 15 Days Remuneration per Year of Service and the deduction of employer's share of contribution to the Pension Scheme as per existing section of 49(3)(a)(b) in the present Workers Rights Bill, with amendment to ensure that the 15 days calculations is based on the (amended, see below) provision of 95 (4) of the Workers Rights Bill, so that the Right to a Gratuity applies to all workers, including those under a Private Pension Scheme run by an employer.

We must stress that we are not at all in favour of the above guarantee be included in *The Private Pension Schemes (Licensing and Authorisation) Rules 2012,* we believe that workers rights should be found in the Workers Rights Act, not in Regulations made by the Financial Service Commission.

In addition, it follows, that the Amendment to the Private Pension Schemes (Licensing and Authorisation) Rules 2012 is amended, in regulation 5 – (7) be deleted.

Amendment Proposal 2 – Workers Rights Bill

In addition we propose that the mode of calculation of One Day Remuneration be amended so as not to cause prejudices to workers on a 40 hour week. An amendment should be brought so that in all sectors where a law or any agreement specify that a 40 hours week is in force, the calculation of a day of remuneration should be based on the total Monthly Remuneration divided by 22 days.

Amendment Proposal 3 – Workers Rights Bill

In the same vein, we propose that it is urgent and critical to amend section 18 of the Workers Right Bill so that the calculations of Hourly Rate for any purposes, be the Monthly basic salary divided by 22 days divided by 8 Hours, for all sectors where the 40 hours working week is applicable. Leaving such an 'evil bug' in the present proposed legislation, will potentially seriously undermine the right of thousands of workers in the sugar, transport, port and other sectors who fought restless struggles to achieve this social progress.

3. Minimal Working conditions in the Workers Right Bill and its evil bugs

The second fundamental flaw, which has escaped almost all commentators who decreed the law as 'revolutionary', is the major entrenchment of the principle of derogation to enable the altering of the conditions of service of worker so as to make them less favourable than what is stipulated in the new Workers Right Bill.

These kind of derogation, named '**concession bargaining**' in industrial law, was first introduced in the legislation in 2008 in the Employment Relations Act section 57, now the new Government has wide opened the flood gate in the Workers Rights Bill. Prior to 2008, no minimal work conditions stipulated in laws were negotiable by way of any form of agreement, so as to make them become less favorable.

As it stands the Workers Rights Bill in Section 3 on Application of the Act in Section (3) (3) (d), (e), and (f):

- enables derogation of the fundamental minimal rights & work conditions found in the WRB by way of **collective agreement** to be negotiated by unions in more and more unfavorable conditions or negotiated by weak or none-representative unions.
- enables derogation of the fundamental minimal rights & work conditions in almost 85% of sectors where trade unions does not exist, by the generalisation of the mechanism of **Salary Commissioner Report**, coupled with famous individual "Option Form' to coerce unionised employees to sign unfavorable agreement.
- enables derogation of the fundamental minimal rights & work conditions of the weakest part of the Mauritius population, vulnerable persons, women, young workers by the introduction of **Atypical Worker** Agreement.

The Workers Right Bill states "*This Act shall not apply to*" the three above cases, with exception for only specific clauses which have listed. This means that many 'other' existing minimal work

conditions and ‘beautiful’ rights which has been added, can be altered by way of any one of the above 3 types of agreements!

While the present proposals undermines the mechanism of Collective Bargaining in an unfavorable manner for the worker, thus putting the worker and union in a weak position in collective bargaining process, the Workers Rights Bill is adding two totally unacceptable mechanism (Salary Commissioner Report/individual Option Form agreement and Atypical Workers Agreement) leaving workers at the mercy of unscrupulous employers.

Salary Commissioner Report/Individual Agreement
The addition of alteration by way individual agreement, is nothing more than what was the proposal of the bosses to be able to sign agreement with ‘group of employees’ where unions do not exist. This was included in the amendment brought by the last government, and was removed after unions and the ...then opposition protested!

Atypical Agreement

The newly found ‘*Atypical Agreement*” is one of the major social regressions contained in this Bill. It should be noted that, when one reads the exact wording of the Bill, all the reasons given there are mere scams, to introduce a new type of employment which derogates substantially the existing statutory minima.

The Section in the WRB on Atypical Work curiously reads as follows

> 10. Atypical work
>
> (1) Notwithstanding this Act, a worker may, where there is an agreement between him and his employer, work as an atypical worker, the employment relationship of which may be different from an employment relationship which applies to any other worker.
>
> (2) The Minister may, for the purpose of this section, make such regulations as he thinks fit.
>
> (3) In this section –
>
> “worker” –
> (a) means an atypical worker; and
> (b) includes –
> (i) a homeworker;
> (ii) an online platform worker; or
> (iii) a worker, other than a homeworker or an online platform worker, who may work for one or more employers at the same time and who chooses when, where and how to work.

First, the definition is large enough to fit in ANY type of work.

Second, it is the Agreement between the employer and a potential employee which will define in the final analysis what is Atypical worker or not, and not the law. So this means that, in the unequal balance of force, when an employee, a youngster, a women, a vulnerable person in society is seeking a job, an employer has now an immediate interest in proposing an ‘*Atypical Contract of Employment*” to these kind of workers or ANY worker.

4. Annual Salary Compensation can now be subjected to alteration!

In the midst of the list of statutory minimal which can be derogated the WRB has insidiously put in law a longstanding demand of the bosses: that is the possibility to legally derogate from the payment of the Additional Remuneration for the increase in the cost of living!

The Workers Right Bill has now included the provision for the Payment of Additional Remuneration for An annual salary compensation within this Act. It is only the amount of compensation that have been left to be prescribed annually. Now, when one looks at this new insertion, it might not look suspicious in the first place. But, it is!

Now that Additional Remuneration Payment has been inserted in the Workers Rights Bill, it is opened to alteration either by way of Collective Agreement or by way of Individual Agreement. Previously, during a collective bargaining a union could easily object to a proposal for non payment or only partial payment of additional annual salary compensation on the basis that the law rendered it illegal to do so. Now this issue can be subject to alteration/derogation via Collective Agreement.

Secondly, Additional Remuneration Payment can also be altered, via a Salary Commissioner's lucratively paid by the employer, by imposing to an individual worker 'Agreement'. This potentially means that employers in some 85% where there is no unions, can simply eliminates or curtails the Annual Salary Compensation. All now depends on the balance of forces, not as a matter of Statutory Rights.

And almost all the new provisions, as we have seen in the case of Salary Compensation, have been inserted only to be then derogated! Woaw …. revolutionary it is ..hein!

From the explanation above, it is clear that many of the fundamental provisions protecting minimal rights and working conditions of workers, such as in the list below can be easily altered!

Below is a list of the Minimal Rights which can be altered in a less favorable manner under the proposed Workers Rights Bill.

PART III – MINIMUM AGE FOR EMPLOYMENT
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 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 over payment

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

The above shows that it is in fact a major 'counter revolutions' in term of protection of minimal workers rights and conditions of work that we might be witnessing if the Bills is enacted as it is. For sure..it cannot, in any circumstances, be described as 'Revolutionary'.

For the sake of precision, we are annexing in this document a Table highlighting which minimal working conditions or rights can be derogated in a less favorable manner and by which type of Agreements under the Section 3 (3) (d),(e) and (f). ***(See Annex 1)***

The possibility for the alteration of minimal statutory work conditions is in fact the **second major Evil Bugs** inserted in the Workers Rights Bill.

Amendments 4 to the Workers Rights Bill

This Evil Bug must by all means be removed by a fundamental amendment, if the government claims they want indeed to have a Workers **Rights** Bill and 'to better protect employees'as being the terms of reference of this government. Rights cannot be subject to negotiation or alteration!

The GWF-JNP therefore proposes the following amendments.

That in the Section on Application of the Act, Section 3 (3) (d),(e) and (f) be deleted and a new section 3 (4) be added which reads as follows:

(a) Nothing in this Act shall prevent an employer from granting a worker conditions of employment more favourable than those specified in the Act, by way of any Agreement or otherwise.

(b) Nothing in this Act shall authorise an employer of a worker in his service to alter his conditions of employment so as to make them less favourable than what is stipulated in this Act, by way of any Agreement or otherwise.

(c) Nothing in this Act shall authorise an employer to propose to a person seeking a job to enter into individual agreement of determinate or indeterminate duration which contains provisions inconsistent and less favorable than what is stipulated in this Act.

(d) Any agreement by a worker or a union to relinquish any of the rights stipulated in the Workers Rights Act, so as to make them less favourable to the worker, shall be null and void.

(e) Any employer or trade union representative who fails to comply with any of the provisions mentioned in this section shall commit an offence and shall, on conviction, be liable to imprisonment for a term not exceeding six months and to a fine not exceeding 100,000 rupees.

3. The new Redundancy Board and its evil bugs

Since the fundamental change to introduce the bosses agenda of '*hire & fire*' reflected in the introduction of principle '*lisansie apre zistifie*" in industrial and labour laws in Mauritius by the previous government in 2008, the union movement has been fighting hard for a reversal: to re-introduce the principle of '*zistifie apre lisansie*'.

A half victory was won in the 2013, after many of us was arrested on the 12th December 2012. The then government introduced the mandatory obligation for bosses to 'consult' the unions prior to any dismissal for economic reasons, and introduced the principle of 're-instatement'. Though it was a relative advancement, it maintained the principle of '*lisansie apre zistifie*' in the law. At the time, the people in the present government, made vehement speeches in the National Assembly, when the Amendments Bills were debated and stated that we should return to principle of "*zistifie apre lisansie*' of the time of Termination of Contract of Service Board – TCSB. The Hansard of the National Assembly is here to prove it.

The promise contaminated with the Evil Bug

So the introduction of a Redundancy Board in the present Workers Rights Bill was supposed to the follow up of the speech and electoral promises of the present government. Indeed, the proposal made goes in the right direction and would re-introduce the principle of '*zistifie apre lisansie*'.
Except ..again, that Evil Bugs have stepped in to '*vir tou anba lao*'.

When one studies the whole section Redundancy Board section in the WRB one can easily understand the way the whole issue of Redundancy and in fact the whole issue of labour laws changes have been tackled by the government. Some well intended initial proposals have been deliberately **sabotaged and subverted** to produce its very contrary!

The Redundancy section starting by section 67, is powerfully crafted up to Section 5, which says the following:

> *(5) Where no agreement is reached under subsection (3) or (4), or where there has been no negotiation, an employer who takes a course of action as specified in subsection (1), shall give written notice to the Redundancy Board set up under section 68, together with a statement showing cause for the reduction or closure at least 30 days before the intended reduction or closing down, as the case may be.*

It is then clear that the 'fifth column of the Economic Oligarchs' within the present government, have stepped in to sabotage the very introduction of the Redundancy Board, thus nullifying all the pretence of introducing the principle of '*zistifie apre lisansie*', that is introducing a mechanism **prior** to any reduction of workforce.

Here are the Evil Bugs which they have inserted:

(6) An employer shall not reduce the number of workers in his employment either temporarily or permanently before the time specified in section 70(8) and (9).

[70. (8) The Board shall complete its proceedings within 30 days from the date of notification by the employer.

70. (9) The Board may extend the period specified in subsection (8) for such longer period as may be agreed by the parties to allow the Board to complete its proceedings.]

(7) Subject to subsection (8), a reduction of workforce or a closing down of an enterprise shall be deemed to be unjustified where the employer acts in breach of subsection (1), (5) or (6).

(8) An employer may reduce the number of workers in his employment, either temporarily or permanently, without giving to the Redundancy Board the notice specified under subsection (5), where good cause is shown.

Section (8) (the Evil Bugs] says the exact contrary of subsections (6) and (7)!

Amendments 5 to the Workers Rights Bill

In light of the above, the GWF-JNP proposes the following amendments:

First, we propose that Section 67 (8) be completely deleted and second that the words "*Subject to subsection (8)"* be deleted in Section 67 (7) in the Bill.

Third we propose an amendment so that Section 9 reads as follows:

(9) Subject to subsections (5) and (7), where a worker claims reinstatement or severance allowance at the rate of 3 months' remuneration per year of service, he may apply to the Board for an order directing his employer to reinstate him in his former employment with payment of remuneration from the date of the termination of his employment to the date of his reinstatement or pay the severance allowance claimed.

End of Part 1 of GWF-JNP Submission to the Technical Committee on Labour Laws.

Given the complexity of the of proposed two laws to be amended, and given that the Government has taken nearly 4 and half years to propose and Draft them, we are sure you will find it reasonable for us to take a few more hours/days to submit a more exhaustive and comprehensive analysis and counter proposals to the two pieces of legislation. We expect to submit Part 2 of the GWF-JNP Paper by 23 July 2019

22nd July 2019, 4.00 p.m