**Annex**

**Additional information on the provisions of the Worker’s Rights Act (Question 8)**

The relevant provisions of the WRA are as follows:

1. **Competency to Enter into Agreement, Particulars of Work Agreement and Types of Work Agreements**

Part IV of the WRA 2019, more precisely sections 11 to 14, stipulate that every worker engaged for more than one month must be provided a written statement of particulars of employment (as prescribed) by his/her employer within 14 days of the completion of the first calendar month, and a copy of the statement shall be submitted to the supervising officer of the MLHRDT within 30 days.

Moreover, section 12 stipulates that:

*“where a worker is –*

*(a) required to report at, or is conveyed to, a place of work by his employer or agent of the employer; and*

*(b) found fit and willing to perform the work for which he was required to report or conveyed,*

*the worker and the employer shall be deemed to have entered into an agreement.”*

Additionally, section 13(4) of the WRA with regards to “Fixed term agreement” stipulates that:

*“A worker, other than a migrant worker, who is employed in a position which is of permanent nature, shall not be employed on a contract of fixed duration for the performance of work relating to the fixed, recurring and permanent needs of the continuous normal business activity of the employer.”*

The above section deters any abuse by employers for precariousness in employment and allows any worker to enjoy from the protection and benefits as provided under the WRA.

1. **Protection for equal remuneration for work of equal value**

With a view to ensuring equal opportunities and compliance with the issue of equal remuneration for work of equal value to workers in the labour market, section 26(1)(a) of the WRA stipulates that: “*Every employer shall ensure that the remuneration of a worker shall not be less favourable than the remuneration of another performing work of equal value”*.

**(c) Protection against termination of employment**

Section 64 of the WRA on its part provides protection against termination of agreement as follows -

*(1) An agreement shall not be terminated by an employer for by reason of -.*

*(e) a worker, in good faith, filing a complaint, or participating in proceedings, against an employer, involving alleged breach of any terms and conditions of employment;*

*(f) a worker exercising any of the rights provided for in this Act or any other enactment, or in any agreement, collective agreement or award.”*

(the above empower a worker to report any prejudice suffered to the Ministry against the employer)

1. **Violence at Workplace**

Under section 114 of the WRA, no person shall harass, sexually or otherwise; assault; verbally abuse, swear at or insult or humiliate in any manner whatsoever; express the intention to cause harm to; bully or use threatening behavior towards; use aggressive gesture indicating intimidation, contempt or disdain towards; or by words or act, hinder a worker, including any person undergoing training under training scheme, in the course of or as a result of his work or training.

(an act of violence can be denounced in case of behaviours as underlined above by an employer or a person involved in informal employment)

The **penalty for any convicted party** for such an offence in contravention of Section 114 is a fine of up to **100,000 rupees** and to **imprisonment** for a term not exceeding **5 years.**

1. **Introduction of a Portable Retirement Gratuity Fund (PRGF)**

The PRGF has been established under Part VIII of the WRA. The objective of the Fund is to ensure that a worker who retires benefits from the payment of a retirement gratuity for his length of service with the current employer at the date of coming into operation of the Fund as well as for his length of service with any other future employer. Previously, a worker was paid a gratuity on retirement by his last employer only and his past years of service with former employers were not considered.

The PRGF is applicable to workers who are not covered by a private pension scheme and to atypical workers but does not include workers drawing 200,000 rupees or more as monthly salary or basic wage and migrant workers or non- citizens.

Every employer is required to make an upfront contribution on monthly remuneration at a rate as prescribed and payment of benefits is applicable in all cases of exit, (i.e. termination, retirement, death, change of employment or resignation). This measure has encouraged the formalisation of employment.

***This provision will encourage workers to have them registered through their employers’ contributions, hence improve formalisation, so that they can benefit from the PRGF at the age of retirement***. This measure applies similarly to self-employed persons.