

18 New Labor Proclamation 1156/2019 Additions

Description

1. Definitions

“Sexual harassment” means to persuade or convince another through utterances, signs or any other manner, to submit for sexual favor without his/her consent.

“Sexual violence” means sexual harassment accompanied by force or an attempt thereof.

2. Scope of Application

3(1). Without prejudice to Sub-Article (2) of this Article, this Proclamation shall be applicable to employment relations based on a contract of employment that exist between a worker and an employer **including recruitment process.**

3. Probation

11(3). When the parties agree to have a probation period, the agreement shall be made in writing; in such a case, the probation period shall not exceed **60 working days** beginning from the first date of employment.

4. Prohibited Acts

14(2)g). Conduct meeting during working hours in disregard to the time assigned by the collective agreement or without obtaining the permission of the employer; h) Commit sexual harassment or sexual violence at workplace;

i) Physically abuse anyone in a work place.

5. Tardiness

27. 1/ Unless otherwise determined by a collective agreement, a contract of employment shall be terminated without prior notice only on the following grounds :

a) Unless the reason for being late is justified by the collective agreement, work rule or contract of employment, being late for duty **eight times in six months period while being warned in writing of such a problem;**

6. Absence

27/1/b) Absence from duty for a **total five days in six months period** while being warned in writing of such a problem; and where the absence cannot be classified in any of the leaves provided under the Proclamation;

7. Performance test

28(2) Any loss of capacity of work referred to in SubArticle (1) (a) of this Article shall, unless otherwise provided by a collective agreement, **be verified by a periodical job performance evaluation.**

8. Termination without prior notice by Employer

32(1) (b) Where the workers has been a victim of sexual harassment or sexual violence by the employer or a managerial employee;

9. Severance payment

39(1)d. Where the worker resigned due to **sexual harassment or sexual violence by the employer or managerial employee;** or where such act was committed by a coworker and **the incident was reported to the employer but the latter failed to take appropriate measure in due time;**

10. Compensation

41(2) However, where the termination is based on Article 32 (1) (b) the worker shall, in addition to severance pay, be entitled to compensation of **his daily wage multiplied by ninety**. This provision shall also apply to a worker covered by the relevant pension law.

11. Employee to pay compensation to Employer

45. 1/ A worker who terminates his contract of employment in disregard of the provisions of Article 31 or 35(2) of this Proclamation shall be liable to pay compensation to the employer.

2/ However, the compensation payable by the worker in accordance with Sub-Article (1) of this Article shall not exceed 30 days' wages of the worker and be payable from the remaining payment due to the worker.

12. Deduction from Salary more than 1/3

59. 1/ The employer shall not deduct from, attach or set off the wages of the worker except where it is provided otherwise by law or collective agreement or work rules or in accordance with a court order or a written agreement of the worker concerned.

2/ **Unless the worker expresses his consent in writing, the amount that may be deducted at any one time, from the worker's wage shall in no case exceed one-third of his monthly wage.**

13. Overtime Payment

68/ 1/ In addition to his normal wage, a worker who works over-time shall be entitled at least on the following rate of payments:

a) In the case of work done between 6:00 a.m. in the morning and 10:00 p.m. in the evening, at the rate of **1.5 multiplied by the ordinary hourly rate**;

b) In the case of night time work between 10 p.m. in the evening and 6 a.m. in the morning, **at the rate of 1.75 (one and three fourth) multiplied by the ordinary hourly rate**;

14. Weekly Rest

69/4/ Notwithstanding the provisions of Sub Article (1) of this Article, where the nature of his task did not enable the worker to make use of his weekly rest day, the employer shall grant 4 working days of rest in a month.

15. Annual Leave

77(1) A worker pursuant to this Article shall be entitled to uninterrupted annual leave with pay. Such leave shall in no case be less than:

a) Sixteen (16) working days for the first year of service;

b) Sixteen (16) working days plus one working day for every additional two years' service.

16. Paternity Leave

81/2/ A male employee shall be entitled to three consecutive days paternity leave with full pay

17. Leave for events

81/3/ A worker shall be entitled to leave without pay for up to five consecutive days in the case of exceptional and serious events. However, such leave may be granted only twice in a budget year.

18. Maternity Leave

88/3/ A pregnant worker shall be granted a period of 30 consecutive days of leave with pay of pre-natal leave and **a period of 90 consecutive days** of leave post- natal.

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