

FEW POINTS ON SEXUAL HARRASMENT AND SEXUAL VIOLENCE AT WORKPLACE

Description

By DMLF Team

The Ethiopian Labour Proclamation No 1156/2019 incorporates sexual harassment and sexual violence as conditions to terminate employment contracts without notice for both the employer and the worker. This is a new addition to the Ethiopian labour law. We shall briefly look into what sexual harassment and sexual violence are and the consequences in terms of termination of employment contract, severance pay and compensation.

Sexual harassment has been defined in the Proclamation as "pursuing or convincing another through utterances, signs or any other manner, to submit for sexual favor without his/her consent". On the other hand, sexual harassment accompanied by force or an attempt thereof is defined as sexual violence.(Art.2(11)&(12)).

Committing sexual harassment or sexual assault at workplace is termed a prohibited act for employer and managerial employee.(Art.14(1)(h)). Similarly committing sexual harassment or sexual assault at workplace is a prohibited act for the worker.(Art.14(2)(h)).

Sexual harassment or sexual violence at workplace is therefore a sufficient ground for termination of employment without prior notice by the employer. (Art.27(1)(i)). The right of the employer to terminate the contract of employment shall lapse after thirty working days from the date the employer knew the existence of a ground for termination.(Art.27(3)).

Where a worker has been a victim of sexual harassment or sexual violence by the employer or managerial employee, the worker can terminate his contract of employment without notice.(Art.32(1)(b)). In this regard, the worker has to inform the employer in writing the reasons for termination. An action should be taken within 15 working days from the date at which the act occurred or ceased to exist. Otherwise it will be barred by period of limitation.(Art.32(2)&(3)).

Severance pay is available for a worker who resigned due to sexual harassment or sexual violence by the employer or managerial employee. Where such an act is committed by a colleague and the incident was reported to the employer but the latter failed to take appropriate action in due time, the worker is entitled to severance pay. (Art.39(1)(d)).

The amount of severance pay shall be thirty times the average daily wage of the last week of service for the first year of service. Where the service of the worker is less than one year, the severance pay shall be calculated in proportion to the period of service.(Art.40(2)). Where a worker who has served for more than one year, severance pay shall be increased by one-third of the monthly wage(i.e thirty times the average daily wage of the last week of service) for every additional year of service. Nevertheless, the total amount shall not exceed twelve months' wage of the worker.(Art.40(3)).

Where the termination of employment is made by a worker due to sexual harrasment or sexual violence, the worker is entitled to compensation of his daily wage multiplied by 90. This is in addition to the severance pay.(Art.41(2)).

To sum up, the introduction of sexual harrasment or sexual violence as a serious ground for termination of employment without notice shows the level of importance such an act is given by the legislator. The employer is required by law to take action when such a sexual harrasment or sexual violence in a work place is reported. A victim of sexual harrasment or sexual violence is therefore entitled to severance pay and compensation.

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