JAMAICA EMPLOYERS' FEDERATION

AMENDMENTS TO LABOUR RELATIONS & INDUSTRIAL DISPUTES ACT

LRIDA	DRAFT BILL	JEF'S COMMENTS	REASON
SECTION 2 of the Principal Act is amended by inserting 2(e) Industrial Dispute means a dispute between one or more employers or organizations representing employers and one or more workers or organizations representing workers, where such dispute relates wholly or partly to: 2(a) Terms and conditions of employment of those workers, or the physical conditions in which any of them are required to work, or 2(b) engagement or non-engagement, or termination or suspension of employment, of one or more workers; or 2(c) allocation of work as between workers or group of workers; or 2(d) any matters affecting the privileges, rights and duties of any worker or organization representing workers; or	SECTION 2 (e) any matters relating to the bargaining rights of any workers:	SECTION 2 It is agreed that the definition should include bargaining rights BUT the wording of the amendment is not acceptable i.e "any matter relating to the bargaining rights of any worker".	SECTION 2 By using the term "any worker" the definition is too wide and could lead to numerous claims (disputes) from any worker who chooses to have his particular union of whom he may be the sole member filing dispute which would be contrary to the spirit and letter of Section 5 and create instability in the bargaining unit. It might be looked on as "splitting hairs", but a more suitable wording which would preserve the present thinking behind a claim for bargaining rights would be: "any claim for bargaining rights" Definition of worker to include contract worker. The Jamaica Employee Federation (JEF) whilst decrying, attempts to deliberately change the terms of employment from a "contract of service" to one of a "contract

			for service" for reasons other than greater efficiency, cannot agree to the amendment which would in effect mean that a worker on a genuine contract for service could be a party to an industrial dispute referable to the IDT. If JEF were to go along with the proposal it would have to be on the following terms:- (i) the time limit would have to be stipulated and be within 7 days; and (ii) the burden of proof would be on the worker that he/she in not engaged on a genuine contract for service (iii) Dismissed worker to be included.

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SECTION 4 (1) is Amended by inserting (c) (1) Every worker shall, as between himself and his employer, have the right: (a) To be a member of such trade union as he may choose; (b) to take part, at any appropriate time, in the activities of any trade union of which he is a member	SECTION 4 (I) (b) not to be a member of a trade union.	CLAUSE 3 SECTION 4 (a) (I) JEF does not support. This does not seem to present any problem. If you say a person has the right to be a member of a trade union, the inference is that the person also has the tight to be a member. JEF has no strong views on the proposed amendment.	CLAUSE 3 SECTION 4 (1). None of the matters in the section applies to a contract worker who is on a contract for service. As a matter of fact there is no employer relationship between a contractor and the person /organization to which he is contracted. Additionally, the amendment cannot stand when one examines the definition of "employer" in the Act. To be constructive, if the draftsman has in mind the contract worker he is including in the proposed amendment of the definition of a worker, then it would be best if he "a contract worker as defined under "worker". To do otherwise would be to add uncertainty to the issue and defeat the whole amendment proposed by the Government. (ii) JEF recommends that the proposed amendment be dropped and the

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			subsection remain as is. (iv) Subsection (C) to be added to include discrimination etc. against workers not wishing to be members of a trade union.
SECTION 4 (2) (b) is Amended to read: (b) Dismisses, penalizes or otherwise discriminates against a worker for reason of his exercising such rights. Shall be guilty of an offence and shall be liable on summary conviction before a Resident Magistrate to a fine not exceeding Two Thousand Dollars.	SECTION 4 (2) (b) now change to read a fine of Five Hundred Thousand Dollars	SECTION 4 (2) (b) Increasing the fine from $2,000.00 to $500,000.00, is excessive. LAC had agreed to increase it to $2,500.00, and it should stay that way.	SECTION 4 (b) Don't forget it applies to worker and trade union not just employers.

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SECTION 4 there is no (4A) (4) In this section "appropriate time" in relation to a worker taking part in any activities of a trade union means time in which either : (a) Is outside his working hours: or (b) is a time within his working hour at which, in accordance with arrangements agreed with, or consent given on behalf of, his employer, it is permissible for him to take part in those activities	SECTION 4 4(A) Where all the workers or a particular category of worker in the employment of an employer, agrees among themselves for a trade union to have bargaining rights in relation to them, the employer may recognize that rights in relation to those workers without a ballot being taken	CLAUSE 4 Employer to recognize Union without ballot. The principle is acceptable but not the wording. The inclusion of the amendment here is out of place as Section 4 deals with the right of workers to join a Trade Union. This amendment should be in Section 5 which deals with bargaining rights, say as 5 (10)	CLAUSE 4 Obviously an employer cannot be required to accord bargaining rights willy-nilly in any request for bargaining rights, but that is what the wording of the amendments implies Suggest the following provision to be added: "Provided":- (i) the employer is satisfied that the majority of his workers are members of that union and wish that union to represent them, and (ii) There is no other union claiming bargaining rights in respect of those workers"

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			The above provision must be in place, to tie in with Regulation 3 (I) (e) (ii) i.e 'the employer has stated that he is not satisfied that those workers wish a particular Trade union to have bargaining rights...." And to conform with practice before LRIDA and with LRIDA itself
SECTION 5 of the Act is amended by deleting the words "may cause" and replacing it with "shall cause": (1) If there is any doubt or dispute- (a) as to whether the workers, or a particular category of the workers, in the employment of an employer wish any, and if so which, trade union to have bargaining rights in relation to them or, (b) as to which to two or more trade unions claiming bargaining rights in relation to such workers or category of workers should be recognize as having such bargaining rights The Minister may cause a ballot of such	SECTION 5 The Minister "**shall cause**" a ballot of such workers or category of workers to be taken for the purpose of determining the matter.	SECTION 5 (a) (b) (c) (i) To be amend to say that if there is a dispute over representational issue the Minister "shall instead of may "cause a ballot to be taken to resolve the issue. (ii) Similar amendments to subsection (2) and (3).	SECTION 5 It is appreciated that an attempt is being made to protect the Minister from charges of not taking a ballot by saying she shall instead of may, but it is obvious that only the principal law has been looked at and not the Regulations (3) (1) (2) & (3) which set out the conditions which have to be met before a ballot can be taken, including a prima facie case of representation with a 40% membership. The drafters of the present legislation who also

workers or category or workers to be taken for the purpose of determining the matter.			drafted the Regulations at the same time, are therefore correct in using the word "may" instead of "shall" which latter would nullify the conditions set out in the regulations. The minister must therefore be given the power to say a ballot shall or shall not be taken to conform with the Regulations.
SECTION 5 there is no 3A (3) Where the Minister decides to cause a ballot to be taken and there is a dispute, which he has failed to settle. As respects the category of workers of whom the ballot should be taken or the persons who should be eligible to vote in the ballot, the Minister shall refer the dispute to the Tribunal for determination. The Tribunal shall, in determining any dispute referred to it under this subsection, have regard to the provisions of any regulations	SECTION 5 (3A) is added	SECTION 5 Delete from 5 (3) the words 'which he has failed to settle". Incidentally, JEF has certain amendments to propose to Section 5 (3) to make it clear that the IDT has power to determine the categories of the bargaining unit in respect of which the ballot is to be taken and not the persons. Regulation 5 (3) gives the Minister the power to determine the "persons" to be included on the voters list.	SECTION 5 (3A) The words must be retained. One can have a situation where the Minister decides to have a ballot taken and a dispute arises and it is the Minister's duty to attempt a settlement and only where she fails should there be a reference to the IDT.

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made under this Act and for the time being in force in relation to ballots 3A Where under subsection (3) the Minister refers to dispute to the Tribunal, it shall be lawful for the Tribunal, in determining the dispute, to determine the bargaining unit in which the workers concerned may, for the time be included.			
SECTION 5 subsection 7 is amended by changing the words "One Thousand Dollars" and replacing with "Two Hundred and Fifty Thousand Dollars" (7) Any person who, without reasonable cause_ (a) Obstructs any person authorized in writing by the Minister to take any ballot pursuant to this section	SECTION 5 subsection 7 One Thousand Dollars is substituted for Two Hundred and Fifty thousand Dollars,	SECTION 5 subsection 7 Increasing the fine for persons obstructing balloting from $1,000 to $250,000 Fine should be $50,000	

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while such person is carrying out his duties; or (b) Prevent any worker who is eligible to vote in a ballot from voting, SECTION 8 Any employer who contravenes the provisions of subsection (5) or (6) shall be guilty of an offence and shall be liable on summary conviction before a Resident Magistrate to a fine not exceeding Two Thousand Dollars and in the case of a continuing offence to a further fine not exceeding Fifty Dollars for each day on which the offence continues after conviction. The insertion of (10) Subsection (9) Subject to the provision of subsections (2), (3) and (4) every ballot under this Act shall be taken in accordance with such	SECTION 8 In Section 8 the words "Two Thousand Dollars" and "Fifty Dollars" has been changed and substituted instead for "Five Hundred Thousand Dollars" and "Ten Thousand Dollars" respectively. Subsection 10 is included	SECTION 8 Increase the fine for refusing to grant bargaining rights from $2,000 to $500,000 and the continuing fine from $50 per day to $100,000 and the continuing fine from $50 her day to $10,000. Subsection 10	SECTION 8 Subsection 10

procedure and subject to such conditions as shall be prescribed. Subsection (10) Where, whether before or after the 8th April, 1975, bargaining rights were granted with or without the taking of a ballot, to a trade union in respect of workers in the employment of any employer and those rights were in existence immediately before the date of the coming into operation of the Labour Relations and Industrial Dispute (amendment) Act, 1998, those rights shall continue to be exercised by that trade union after that date.			
SECTION 5 The Principal Act is Amended by inserting next after Section 5 the following as Sections 5A, 5B, 5C, and 5D	SECTION 5A (1) Where pursuant to section 5 (5) or (6), a trade union is recognized as having bargaining rights in relation to workers or a category of workers, the trade union shall give to the employer, within fifteen days of being recognized or such longer	CLAUSE 6 New subsection 5A Agreed in principle but delete the words "workers or a category of workers and substitute "a particular bargaining unit". Secondly, after the words "may agree" add the following "which shall in no case be of a greater duration than thirty days". The reason is	Subsection 5A One should endeavour to make it clear that bargaining unit (defined in the Act) and not in relation to a particular worker who by process of promotion or otherwise could move out of the bargaining unit; for instance

	period as the trade union and the employer may agree, a notice in writing stating that the trade union is desirous of making a collective agreement with the employer. (2) Where a trade union serves on an employer a claim in relation to wages and fringe benefits or other conditions of services, the employer and the trade union shall, within thirty (30) days of the notice being served on the employer, conduct negotiations in good faith and make every reasonable effort to conclude a collective agreement.	obvious. Bargaining in good faith (2) Agree in principle; take out the square bracket after the words "conduct negotiation' and delete the second square bracket. The word "in good faith" are, however, subjective and the exercise could be ineffective or meaningless unless backed up by some other provision or required exercise on the part of the parties. The USA labour relations procedures call for the parties to make a specific time limit giving a progress report on the negotiations and they may make a request for assistance. JEF therefore suggests that if we are going to adopt the approach of the USA or Canada for negotiations in good faith that we go further and make it meaningful by requiring the parties (both of them, not the employer alone) to make a progress report on the state of the negotiations within ninety days of the commencement thereof or ninety days after the ending of the collective agreement if there is one; and additionally, give either or both parties the freedom to either request conciliation or assistance by the Ministries preventative mediation monitoring unit. It does not necessarily mean that conciliation	Mr. John Thomas who has moved up from the position of truck operator to managing director, certainly cannot still be regarded as being represented by the same union in the same bargaining unit as when he was a truck operator. This is very important and must be given the consideration it deserves. The reason is obvious.

		would begin at that point; it could be delayed or the parties encouraged to speed up the negotiations but the Ministry would be on top of the situation and possibly avert industrial action.	
	Subsection 5B (1) Workers or category of workers, may, on their own initiate in circumstances specified in subsection (3), petition the Minister, in such form a may be prescribed, to decertify the trade union which, pursuant to section 5 (5) or (6) is recognized as the trade union having bargaining rights in relation to those workers. (2) The Minister shall, on the receipt of a petition under subsection (1), cause a ballot of such workers or category of workers to be taken for the purpose of determining the matter, and the provisions of subsections (2), (3), (4), (5), (7), (8) and (9) of Section 5 shall, with such modifications as may be necessary, apply to the taking of such a ballot.	New subsection 5B De-certification Agreed in principle (1) Agreed (2) Agreed. However the Minister upon receipt of a petition from the workers or category or workers, order the decertificatin of the union. If there is however a dispute over the decertification the Minister shall cause a ballot to be taken of those workers or category of workers in the bargaining unit to determine the issue. (3) (a) Agreed. (b) Agreed. (c) Agreed.	

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	(3) The circumstances in which workers or a category or workers may petition the Minister to decertify a trade union are: (a) That the majority of the workers in the bargaining unit no longer support the trade union: or (b) That the trade union obtained certification by fraud.	**PART 11A INDUSTRIAL ACTION** The JEF stands by its decision not to support the right to strike by law, which is what part 11A is all about. However, as it appears that the Government is prepared to give workers this right, JEF will, without prejudice to its position, make the following comments:-	
	PART 11A INDUSTRIAL ACTION Subsection 5C (1) Industrial action taken by workers or a category of workers in contemplation or furtherance of an industrial dispute with an employer shall not be construed as a repudiation of the contract of	5C (1) The wording 'Industrial action by way of a strike or lockout' implies that the other variety of industrial action as envisaged by (c) of the interpretation section of LRIDA if engaged in by workers makes them liable to repudiation of their contract of employment. The JEF concurs with this as the practice of	Subsection 5C A show of hands whilst being considered by some to be democratic useless as there can be intimidation and other forms of persuasion. JEF suggests

	employment either on the part of those workers or their employer except in the circumstances specified in subsection (2) (2) The circumstances in which a contract of employment shall be regarded as having been repudiate by a worker are that: (a) subject to Section 9 (5), the worker is employed in an essential service and the worker takes industrial action in that essential service; (b) the worker disobeys an order under paragraph (a) of subsection (5) of Section 12 (order to cease or not to take industrial action); (c) the worker has disobeyed an order of a court of competent jurisdiction; (d) the worker, in taking industrial action, is in	sick-out when not actually sick is regarded by the court as absence without leave and the act of go-slow is regarded by courts all over the world as not being legitimate weapons of collective bargaining. See for example, the findings of the Court in the Palace amusement dispute and the Malaysia's Industrial court award No. 324/87 which terms it "an insidious method of undermining the stability of a concern". Also the French constitution does not protect the worker in the event of a go-slow Does the inclusion of the word "lock-out" mean that employers are being given legal right to lock-out? They should, because there are two parties to a contract of employment and one cannot give one party a right and refrain from giving a corresponding right to the other party. If it is not so considered then the draftsman should look to his wording. (2) (a) Accepted (b) Accepted but add paragraph (a) (ii) of subsection (5) of Section 12, where it says 'if it is satisfied that industrial action is threatened order that such action shall not take place'	the approach taken by the UK where there is a secret ballot by law strongly supported by the Trade Union Act 1984 (TUA) Part 11. **The ILO Committee of Experts on Freedom of association has also ruled that "the use of secret ballots in strike votes is an acceptable requirement for strike action"** **(International Labour Review vol. 126 no 5, 1987)** Are we more concerned with our telephone or banking services which can be reactivated than we are with an industry with the danger to our livestock left unwatered, unattended or unmilked? Cattle must be milked everyday or there could be problems

	breach of the contractually specified grievance procedures; (e) the worker took industrial action in the absence of a democratic voter by members of the bargaining unit on the decision to take such action.	(c) Accepted (d) Accepted. However, what if there is no contractually specified grievance procedure? Should not there be a reference to Section 6 of LRIDA are collective agreement and procedures? Additionally, where there is no collective agreement, should it not say that the procedure is as called for in Section 6? Agreed, but remove square bracket and add by "secret ballot" after the word "vote". **Additional conditions** Additionally, JEF suggests the following conditions be included in Part 11A (1) where a worker (and an employer if he is given the legal right to lock-out) disobeys an order from the Minister in accordance with the provisions of Section 10 and becomes guilty of engaging in unlawful industrial action. This requirement should be added to Section 2 (b) aforesaid.	with their udders etc. Yet despite recommendations at the LAC for the inclusion of this industry in any limited notice requirement, no mention is made of it – it is hoped that this is a genuine omission, and what about chickens-our staple food for the poor? If we are looking for procedures to achieve order in industrial relations on a national basis rather than in limited services then the strike notice which the ILO supports should apply GENERALLY and not limited to "national interest" disputes where the Minister already has

		(iii) Where the worker violates Section 31 (1) by taking or continuing industrial action whilst a matter is before the Court. Add to 2(b) (iv) Where the worker is guilty of an offence under Section 32 (I) (ii) of the Trade Union Act. (v) Where the worker takes strike action whilst the dispute is being deal with by the IDT (vi) Where the worker takes strike action in violation of the strike notice (see amendment 5D). (vii) Where the worker violates the requirement of section 6 re: procedure for settling a dispute; this bolsters 2 (d) above dealing with grievance procedures and is an obvious addition thereto. (viii) Where the worker engages in a go-slow or sick-out. (ix) Where the worker takes part in a purely political strike. In the ILR vol. 126, no. 5 of 1987, it is states that ILO protection of the "right to strike" excludes participation in "strikes of a purely political nature".	powers under Section 10 to regulate. Notice of impending industrial action must obviously be given to the Ministry. This is apparently a genuine error of omission, and was previously pointed out at the LAC when the original bill was discussed.

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			(x) Where the worker engages in a sympathy strike	
	Subsection 5D		**Clause 5D Strike Notice**	CLAUSE 5D
	(1)	Where industrial action is contemplated to be taken in any of the services specified in the Fifth Schedule, notice in writing of such industrial action shall be given to the Minister by any party to the dispute or by any person acting on behalf of such party not less than seventy-two hours before the commencement of such industrial action.	The giving of a strike notice (or lock-out for that matter) is essential. However, JEF does not agree that it should be limited to those services indicated in the Fifth schedule. It should apply generally. One should ask the question – what are the purposes of a strike notice? These include the following:- (a) it gives the parties an indication of the possible action which could flow from non settlement of the dispute (b) it allows the Ministry of labour to put its conciliatory or preventative machine into play to effect a settlement to pre-empt the injurious effect of a strike (c) it permits the taking of precautionary measures to protect the business of the enterprise and the jobs of the workers, as	Are we more concerned with our telephone or banking services which can be reactivated than we are with an industry with the danger to our livestock left unwatered, unattended or unmilked? Cattle must be milked everyday or there could be problems with their udders etc. Yet despite recommendations at the LAC for the inclusion of this industry in any limited notice requirement, no mention is made of it – it is hoped that this is a genuine omission, and what about the chickens our staple food for the poor? If we are looking for procedures to achieve order in industrial relations on a national basis
	(2)	Where no notice is given pursuant to subsection (1) or notice is given within the period specified in that subsection, the industrial action taken shall be		

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	deemed to be unlawful.	well as facilitate an easier and quicker return to normal production (d) it allows for alternative measures to be taken to prevent life, for example, livestock. 5d (2) Agreed	rather than in limited services then the strike notice which the ILO supports should apply GENERALLY and not limited to "national interest" disputes where the Minister already has powers under Section 10 to regulate. Notice of impending industrial action must obviously pointed out at the LAC when the original bill was discussed.
SECTION 8 Subsection 4 of the Principal Act is amended by inserting next after the word "incapacited" the words "or ceased to be a member thereof for any reason" and by inserting immediately after the word "incapacity" the words "or ceassation"	SECTION 8 Subsection 4 Where three members of the Tribunal constitutes a division thereof and one of those members dies or is incapacited or ceases to be a member thereof for any reason after the division begins to deal with the industrial dispute in relation to which it was constituted but before it has made awards, another person shall be selected in	CLAUSE 7 SECTION 8 Subsection 4 take care of any absence from the IDT is accepted, but what if the member does not cease to be a member but refuses to act? Does the amendment cover this?	

	accordance with the provisions of paragraph (c) of subsection (2) to fill the vacancy; thereafter the proceedings of the division shall be begun de nova unless in writing that those proceedings may be continued as if they had not been interrupted by reasons of such death or incapacity or cessation		
SECTION 9 Subsection 4 of the Principal Act is amended by adding 4A	SECTION 9 Subsection 4 Of the parties to whom the Minister gave directions under paragraph (b) of subsection 3 to pursue a means of settlement, reports to him in writing that such has been pursued without success the Minister shall during the period of ten days beginning on the day on which he receives the report, refer the dispute to the Tribunal for settlement Subsection 4A Where the Minister is satisfies that an industrial dispute exists in an undertaking which provides an essential service but no		

	report has been made to the Minister pursuant to subsection (1), the Minister may take such action under paragraph (a) or (b) of subsection 3 as he thinks fit; and where he takes action under paragraph (b), subsection (4) shall apply in relation thereof.		
SECTION 11 Subsection 11A is amended by adding11B to the Principal Act	SECTION 11 Subsection 11B Notwithstanding the provision of Sections 9, 10,11 and 11A, where an industrial dispute exists in any undertakings which relates to disciplinary action taken against a worker the Minister shall not refer that dispute to the Tribunal unless, within twelve months of the date on which the disciplinary action becomes effective, the worker lodge a complaint against such action with the Minister.		

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SECTION 12 of the Principal Act is amended by inserting 4A and 4B	SECTION 12 Subsection 4A Notwithstanding the provision of paragraph (a) of subsection4, an award made in respect of an industrial dispute referred to the Tribunal for settlement may be made with retrospective effect from date on which the dispute first arose, in accordance with subsection 4B **Subsection 4B** For the purpose of subsection 4A where the dispute arose from (a) the re-negotiation of a collective agreement which has expired, the award may be made with effect from the date of the expiry of that date (b) the dismissal of a worker which is found to be unjustifiable, the award may be made with effect from the date of dismissal	CLAUSE 8 SECTION 12 Relating to reinstatement Comment: The JEF does not support this 'partial' or limited power to the IDT in cases of 'personal service'. The section should be amended to give the IDT the discretion to order reinstatement or the payment of compensation to a worker who has been unjustifiable dismissed in circumstances where it considered it inappropriate or impractical to order reinstatement. At the LAC the Minister had supported this stand but now appears to have resiled from its former position which was to be pointed out that the Labour market Reform committee strongly recommend that the IDT be given the discretion to order reinstatement or compensation in appropriate circumstances (page 94 of report) We must be the only country where a duly appointed arbitration tribunal is not considered competent to deal with the issue. JEF therefore strongly recommends that the Minister reviews its present position and return it to its previous well considered view, bolstered by the recommendation of the LMRC in the interest of good industrial relations. Another recommendation at the LAC	

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	(c) any claim made with respect to a new bargaining unit, the award may be made with effect from such date as the tribunal may determine	which seems to have been ignored and could have met some of the fears of employers is the ordering of re-engagement (as in the UK Act) as opposed to re-instatement where the worker could be placed in the organization without loss of pay or benefit. In such an order for re-engagement the IDT could stipulate (a) the nature of the employment a (b) errors of pay or benefits (c) any rights, privileges such as pension seniority. Of course the wishes of the worker would have to be taken into account and whether it is practicable for the employer to comply with the order. (See Section 71 of the UK industrial relations legislation).	
Subsection 5 (c) The words "shall" is deleted and substituted for the word "may" and, (ii) to be inserted immediately after the word "reinstated" the words "then subject to sub-paragraph (iv)", an by deleting the "comma" appearing at the end of sub-paragraph (iii) and substituting for a "semi-colon" and by inserting a sub-paragraph (iv).	Subsection 5 paragraph C If the dispute relates to the dismissal of a worker the tribunal, in making its decision or award (i) may, if it finds that the dismissal was unjustifiable and that the worker wishes to be reinstated, orders the employer to reinstate him with payment so much wages, if any, as the Tribunal may determines; (ii) shall, if it finds that the	Incidentally what is meant by a contractor for personal service or chauffeur, or it is referring to say secretary who is dismissed by her supervisor? And what of the worker who is engaged on confidential work?	

	dismissal was unjustifiable and that the worker does not wish to be reinstated, then subject to sub-paragraph (iv), orders the employer to pay the worker such compensation or to grant him such other relief a the Tribunal may determine. (iii) May in any other case, it considers the circumstances appropriate, orders that unless the worker is reinstated by the employer within such period as the Tribunal may specify the employer shall, at the end of the period pay the worker such compensation or grant him such other relief as the Tribunal may determine, and the employer shall comply with such order (iv) Shall, if the worker is employed under a contract for personal service, weather oral or in writing, order the employer to pay the worker such compensation or to grant him such relief as the Tribunal may determine other than reinstatement.		

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Subsection (9) (a) by deleting from sub-paragraph (a) the words "Five Thousand Dollars" and "Two Hundred Dollars" and substituting therefore the words "Five Hundred Thousand Dollars" and "Twenty Thousand Dollars" respectively: and (b) by deleting from the paragraph (b) the words Five Hundred Dollars and Twenty Dollars and substitute therefor the words Fifty Thousand Dollar and Two Thousand Dollars respectively.	Subsection 9 Any person who fails to comply with any order or requirement of the Tribunal made pursuant to sub-section 5, or with any other decision or any award of the Tribunal, shall be guilty of an offence and (a) in the case of an employer to whom that order, requirement, decision or award relates, shall be liable on summary conviction before a Resident Magistrate to a fine not exceeding Two Hundred Thousand Dollars, and in the case of a continuing offence to a further fine not exceeding Twenty Thousand Dollars for each day on which the offence continues after convictions; (b) in the case of any other person to whom that order, requirement, decision or award relates, shall be liable on conviction before a Resident Magistrate to a fine not exceeding Fifty Thousand Dollars and for each day in	**Subsection (9) dealing with penalties** (i) $5,000 to $500,000 and $200 to $20,000 Comment: Is there a limit to what an R.M.. can impose? In any event $500,000 is unreasonable. $200,000 and $20,000 are considered reasonable. (ii) $50,000 and $2,000 is proposed, up from $500 and $20.00. A reasonable fine would be $20,000 and $1,000	

SECTION 13 of the Principal Act is amended - (a) in subsection (1) (i) by deleting from paragraph (a) the words Five Hundred Dollars and substituting with the words Five Thousand Dollars (ii) by deleting from paragraph (b) the words Fifty Thousand and substituting for the word Five Hundred Thousand (iii) by deleting the words twenty dollars and substituting the words Two Hundred Dollars	which the offence continues after the conviction. SECTION 13 Subsection 1 Any employer who takes any unlawful industrial action shall be guilty of an offence and shall be liable on summary conviction before a Resident Magistrate to a fine not exceeding (a) Five Thousand Dollars in respect of every worker who was employed to him immediately before such unlawful industrial action or (b) Five Hundred Thousand Dollars Whichever is less; and in the case of a continuing offence, a further fine not exceeding Two Hundred Dollars in respect of every worker for each day on which the offence continues after conviction.	**CLAUSE 9** **SECTION 13 re fines** (i) Increase the fine of $500 and $5,000. It must be noted that this is in respect of each worker employed, hence $2,000 recommended for this (iii) Increase the maximum figure from $50,000 to $500,000. The figure of $250,000 is recommended. **NB** One should be careful that in attempting to dissuade the employer from violating the law we don't go overboard and jeopardise the establishment and the future of the workers. (iv) Moving $20 to $200 no objection. Moving $500 to $5,000 and $20 to $2,000 Agreed	

(b) in subsection (2) by deleting the words "Five Hundred Dollars" and "Twenty Dollars" and substituting therefor the words "Five Thousand Dollars" and "Two Hundred Dollars" respectively.	Subsection 2 Any worker who, during the period of any unlawful industrial action which is taken in the undertaking in which he is employed (a) ceases to obtain from, or, or refuses to continue, any work which it is his duty under his contract of employment; or (b) carries on any other course of conduct which prevents or reduces the production of goods or the undertaking or which is intended to have that effect shall, unless he proves that he did so in any of the circumstances specified in subsection 3, be guilty of an offence and shall be liable on summary conviction before a Resident Magistrate to a fine not exceeding Five Thousand Dollars, and in the case of a continuing offence to a further fine not exceeding Two Hundred Dollars for each day on which the offence continues after conviction.		

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SECTION 18 Amendment to Section 18 of the Principal Act. Subsection 2 (d) of Section 18 is amended by deleting the words Two Hundred Dollars and substituting for the words Twenty Thousand Dollars	SECTION 18 Subsection 2 Any person who: (a) without sufficient cause, fails or refuses to attend before a Tribunal or a Board in obedience to a summons under this Act, or fails or refuses to produce any paper, book, record or document which he was required by such summons to produce; or (b) being witness, leaves the Tribunal or the Board as the case may be, without permission of the Tribunal or the Board; or (c) being a witness, refuses without sufficient cause, to answer any question put to him by or with the permission of the Tribunal or the Board; or (d) willfully obstructs or interrupts the proceedings of the Tribunal or the Board, shall be guilty of an of an offence and shall	**CLAUSE 10** **SECTION 18 (2) dealing with appearance** Increase penalty from $200 to $20,000. Agreed	

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	be liable on summary conviction before a Resident Magistrate to a fine not exceeding Twenty Thousand Dollars.		
SECTION 19 of the Principal Act is amended by deleting the words "One Thousand Dollars" and substituting the words "One Hundred Thousand Dollars".	SECTION 19 Subsection 3 Any person who discloses any evidence in contravention of subsection 2, shall be guilty of an offence and shall be guilty before a Resident Magistrate to a fine not exceeding One Hundred Thousand Dollars.	**CLAUSE 11** **SECTION 19** (3) re fines for disclosure of private hearings. Upped from $1,000 to $100,000. Agreed	
SECTION 25 Amendment to Section 25 of the Principal Act is amended in Sections (3) and (4) by deleting the words "Section 5 does" wherever they appear and substituting in each case the words Sections 5, 5A and 5B do.	SECTION 25 Subsection 3 Sections 5, 5A, an d5B do not apply to the Government or to workers employed by the Government, and Subsection 5 and 9 of Section 12 and Section 13 do not apply to the Government	**CLAUSE 12** **SECTION 25** Application to Government and KSAC, the amendments re 5, 5A, 5B, 5C and 5D are in order as Government is not actionable, but 5C and 5D relating to industrial action and notice may apply unless Government workers are being excluded from the "right to extended across the board as recommended.	

	Subsection 4 Section 5, 5A and 5B do not apply to Kingston and St. Andrew Corporation or any Parish council or the workers employed by the Kingston and St Andrew Parish		
SECTION 27 Amendment to Section 27 of the Principal Act. (a) by deleting the words "Two Hundred Dollars" and substituting for the for the words Five Hundred Thousand" (b) by inserting immediately after the words "therein" the following:	SECTION 27 Notwithstanding anything contained in the Interpretation Act Regulations made under this section may provide in respect of a breach of any of the provisions of such regulations that the offender shall be liable on summary conviction thereof before a Resident Magistrate to such fine not exceeding Five Hundred Thousand Dollars as may be the prescribed therein, and where the breach continues after conviction and liable to a further tine not exceeding Five Thousand Dollars for each day on which the breach continues after conviction.	**CLAUSE 13** **SECTION 27** (2)- Penalties re regulations. Move fine from $2,000 to [$250,000]. Suggest $100,000. The fine is for an offence for which no fine is stipulated in the regulations are being looked at and fines can be dealt with then.	

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SECTION 28 Amendment to Section 28 of the Principal Act. (1) Amended by deleting the words "First Schedule" and replacing with the words "Fifth Schedules"	SECTION 28 Subsection 1 The Minister may from time to time by order amend the Fifth Schedule.	**CLAUSE 14** **SECTION 28** h Schedule. JEF agrees with First but objects to the inclusion of the fifth Schedule for the reason given elsewhere.	
SECTION 29 Subsection 4 of the Principal is amended by changing the following: Deleting words "One Thousand Dollars and "One Hundred Dollars" and substituting for the words "One Hundred Thousand Dollars" and "One Thousand Dollars" respectively.	SECTION 29	**CLAUSE 15** **SECTION 29** Subsection 4 Award a collective agreement to be sent to Ministry. Increase fine from $100 to $100,000 and daily fine from $100 to $1000 is proposed in the Bill.	SECTION 29 Subsection 4 JEF has indicated beforehand to the LAC that not only the employer but the other party should be required to send copy of the award or agreement to the Ministry. It is manifestly unfair for one party to the settlement to be singled out and open to a penalty. Guyana obviously thinks so and has legislated for BOTH Employer and Trade Union to be responsible for sending a copy to the Minister and BOTH are fined for an omission.

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SECTION 30 Subsection 3 of the Principal Act is amended by changing the following : Deleting the words "Five Thousand Dollars" and "One Thousand Dollars and substituting for the words "Fifty Thousand Dollars and Ten Thousand Dollars respectively.	CLAUSE 30 Subsection 3 Any employer who fails to comply with a request made pursuant to subsection 2 shall be guilty of an offence and shall be liable on summary conviction before a Resident Magistrate to a fine not exceeding Fifty Thousand Dollars and in the case of a continuing offence to a further fine not exceeding Ten Thousand Dollars for each day on which the offence continues after conviction.	**CLAUSE 16** **SECTION 30** **Subsection 3** Employer in essential service to keep register of names. Move fine from $5,000 to $50,000 and $1,000 to $10,000. Agree to $50,000 but continuing fine to $5,000	
FIRST SCHEDULE First Schedule of the Principal Act is amended by deleting from heading the words "Section 2" and substituting the words "Sections 2 and 28" and by deleting the following services Public passenger transport services	FIRST SCHEDULE First Schedule (Section 1 and 28) Water services Electricity services Health services	**CLAUSE 17** **FIRST SCHEDULE** of Essential Services Deletion of services acceptable	

Telephone services "any business whose main functions consists of: (a) the issue and redemption of currency (b) the issue and redemption of Government Securities and the trading in such securities (c) management of the official reserves of the country (d) administration of exchange control; and (e) providing banking services to the Government Air Transport services for the carriage of passengers, baggage, mail or cargo destined to or from Jamaica or within Jamaica.	Hospital services Sanitary services Fire fighting services Correctional services Overseas telephone services Services connected with the loading and unloading of ships and with the storage and delivery of goods at, or from docks, wharves and warehouses operated in connection with docks or wharves Services connected with oil refining and with the loading, distributing, transportation or retailing of petroleum fuel for engines or motor vehicles or aircraft.		

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SECOND SCHEDULE Paragraph 1 (1) (a) of the Second Schedule of the Principal act is Amended by inserting immediately after the word "Minister" where it appears first the words "after consultation with organizations representing employers and organizations representing workers".	SECOND SCHEDULE (Section 7) Paragraph 1 (a) A chairman and two deputy chairmen, all of whom shall be appointed by the Minister, after consulting with organizations representing employers and organizations representing workers and shall be persons appearing to the Minister to have sufficient knowledge of, or experiencing in relation to labour; and		
FIFTH SCHEDULE The Principal is amended by the insertion of a Fifth Schedule	FIFTH SCHEDULE Fifth Schedule (Section 5D and 28) Air transport service for the carriage of passenger, baggage, mail or cargo destined to or from or within Jamaica, Banana services Any business whose main function consists	**CLAUSE 18** **FIFTH SCHEDULE** relating to strike notice JEF does not agree with the addition of this Schedule	FIFTH SCHEDULE As stated previously strike notice should apply generally if the Government persists with schedule 5, then add "Livestock services"

	of : (a) the issue and redemption of currency (b) the issue and redemption of Government Securities and trading in such Securities; (c) management of the official reserves of the island (d) administration of exchange control; and (e) providing banking services to the Government Banking services Bauxite and alumina services Marine services Public passenger transport service Sugar ad its by-product services Telephone Services Tourism services		

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THE LABOUR RELATIONS and INDUSTRIAL DISPUTE REGULATIONS 1975 are hereby amended- (a) by deleting paragraph (6) of regulation 3 and substituting therefore the following-	THE LABOUR RELATIONS NAD INDUSTRIAL DISPUTE REGULATIONS, 1975 Paragraph 6 Any person: (a) who refuses to supply the Minister any information which the Minister, pursuant to this regulations, requires him in writing to supply; or (b) who willfully gives false information in a certification referred to in sub-paragraph (a) of paragraph 1 Shall be guilty of an offence and be liable on summary conviction before a Resident Magistrate to a fine not exceeding Five Hundred Dollars, and where in the case of an offence under paragraph (a) the offence is continued after conviction the person commits an offence and is liable on summary conviction before a resident Magistrate to a fine of Five Thousand Dollars for every day on which the offence is continued after the first conviction.	**CLAUSE 19 LRIDA Regulations:** (a) Regulation 3 (6) giving false information or refusing to give information. Move fine from $1,000 to [$250,000] suggest $200,000 (b) Regulation 14 – move fine from $200 to [$100,000] suggest $50,000. JEF is of the view that the Regulations should be examined and discussed at the level of the L.A.C. before any amendments is done.	

Paragraph 14 is amended by changing the words "Two Hundred Dollars" and substituting the words "Fifty Thousand Dollars"	Paragraph 14 Any person who contravenes any provision of these Regulations for the contravention of which no penalty is provided elsewhere in these Regulations, shall be guilty of an offence and be liable on summary conviction before a Resident Magistrate to a fine not exceeding Fifty Thousand Dollars.		