

13 October 2025



Position Paper on the Employment Relations Bill, Number 27 of 2025

1. The Fiji Commerce and Employers Federation (FCEF), the most representative and recognised Employer and Private Sector Organization in Fiji, is grateful to the Parliamentary standing Committee on Economic Affairs for the opportunity to make our submission on the Employment Relations Bill, Number 27 of 2025.
2. The Bill before us today has taken many years and we commend the efforts of the Ministry of Employment, Productivity & Work Place Relations for bringing it this far. There have been many management and technical challenges, in cases the absence of good faith negotiations, limited time for consultations and discussion, fast tracking the Bill to Parliament to meet personal and union ambitions, etc.

For instance, the public consultations by the Ministry very early in January of this year and only one meeting of the Employment Relations Advisory Board (ERAB) convened after the public consultations to agree on and endorse the draft set of amendments, not the draft Bill for transparency, so that the Bill could be submitted to Parliament.

3. Overall, the Bill in its current form is an improvement from what was last shared with us by the Ministry. They include:
 - i. Drafting has improved.

- ii. Absolute Liability areas have been addressed to a large extent.
 - iii. Excessive fines have been reduced in many sections.
4. There are still fundamental, strategic and developmental challenges with this Bill. They include:
- i. Addressing the modernizing of Fiji's employment and labour practices. These include the specific provisions required for the Gig Economy, including the Outsource Industry, etc
 - ii. The Bill assumes that people will always be working in-person and on land - eg for Google when they set up in Nadi, in the Knowledge Processing Outsourcing (KPO) currently at KPMG and as Fishing Crew on board vessels at high seas have the same working conditions like those in factories.
 - iii. The Bill does not place emphasis on individual worker and enterprise level productivity, including the various working modalities that has emerged since COVID-19.
 - iv. The Bill is blind to the fact that we are in a skills and labour crisis in Fiji. Businesses cannot find the right or enough workers. Yet the Bill does not include provisions that will expedite the recruitment and management of foreign workers, so factories and shops remain operational.
 - v. The Bill does not provide specific provisions to promote and increase employment opportunities for persons with disabilities, youth and women. Our female labour force participation rate is 36.2% and our youth not in employment, education or training is 26.6%.^[1]
5. Overall, the Bill falls short of meeting the objectives of our National Development Plan (NDP). A major reason for this is the Ministry's failure to consult, agree and articulate a policy direction for the amendment of the Employment Relations Act (2007). If we had a policy direction aligned to the NDP, this Bill would be more than trying to just accommodate what the Unions feel they want.
6. As responsible Employers we understand and agree that we must fulfill our obligations to ensure that we comply and align with ILO Conventions that Fiji has ratified. These international standards provide minimum labour standards for a country and as a small developing state – with high cost of doing business, huge outward skills migration, high work absentees and low productivity, we must ensure that we are not over reaching in fulfilling our obligations by adopting maximum standards in this Bill.

7. There are more than 100 amendments in this Bill. The effort and financing put into this Bill could have produced a new modern legislation that will transform Fiji's employment and labour landscape. All these amendments fail to address the fundamental, strategic and developmental challenges mentioned above.
8. We also wish to underscore the urgent need for clear, evidence-based policy direction in reforming Fiji's labour law, to question the necessity and rationale for the Act's comprehensive overhaul when targeted amendments would have sufficed, and to register grave concerns about the transparency and inclusivity of the current legislative process. Why are we amending - with 190 amendments for 266 clauses- almost an entire Act – without any guiding policy document – usually a prerequisite for substantial legislative change.

With this opening statement, we will now present our specific views on the Employment Relations Bill, Number 27 of 2025.

Key Issues	Recommendation
1. Criminalisation of Contract Breaches The criminalisation of basic contractual breaches—particularly those lacking moral turpitude or objectively wrongful conduct—is a dangerous and disproportionate shift in employment law. The inclusion of criminal liability for breaches that are traditionally civil in nature represents legislative overreach and threatens to destabilize the employer-employee relationship. Several of the new offences impose severe penalties for actions that, under established legal norms, warrant monetary compensation—not criminal prosecution. In many cases, whether a breach has occurred is inherently subjective and open to interpretation. For example, determining whether a summary dismissal was justified or whether conduct constitutes sexual harassment often involves nuanced assessments of context, intent, and perception. Criminalizing such matters risks punishing employers for decisions made in good faith, based on operational realities.	We recommend a balanced framework is necessary. Criminalisation is not necessary as the current Employment Grievance process is already sufficient for both Employers and Employees to remedy a contract breach (as per Section 35B) The approach defined in the amendments is punitive, unnecessary, and economically reckless. The government must urgently remove retributive provisions and restore a balanced framework that distinguishes between genuine misconduct and administrative, or contractual error. Employment matters should primarily be addressed through civil remedies rather than criminal sanctions, except in cases involving

Worse still, the legislation criminalizes minor administrative oversights—such as failing to provide written reasons for dismissal—which can easily occur in small businesses with limited HR capacity or legal literacy. These are not acts of malice or exploitation; they are procedural missteps that should be rectified through education and civil remedies, not criminal sanctions. Many of these offences are not recognized as criminal in any comparable jurisdiction. Their inclusion in Fiji’s legislation places the country out of step with international norms and sends a chilling message to investors and employers: that routine employment decisions carry the threat of criminal prosecution. The consequences are far-reaching. Employers—including Permanent Secretaries and government entities—will face heightened legal exposure, increased compliance costs, and a climate of fear that stifles innovation, hiring, and growth. This is especially damaging for SMEs, which form the backbone of Fiji’s economy and are least equipped to navigate such legal minefields.	deliberate serious misconduct or exploitation which can be objectively determined. Encourage the Mediation Process to continue. Employment grievance process to take its course – it already exists
2. Excessive Fines <i>We acknowledge the review of the originally high maximum penalties which were disproportionate to the potential seriousness of the offences.</i> But the penalties assume that all employers are large entities and that all breaches be qualified as extremely serious. However this leaves out SME’s who cannot afford these fines for low-level infractions that risk punishing well-intentioned employers, particularly for technical errors or inadvertent non-compliance. This undermines the principle of natural justice and creates a punitive environment that discourages entrepreneurship, job creation, and investment. Any person who contravenes a notice given to them by the PS – without reasonable excuse, commits an offence and is liable for the fine.	We strongly recommend that penalties under the Employment Relations Act be aligned with the severity of the offence AND must clearly distinguish between serious violations—such as forced labour, wage theft, or deliberate exploitation—and minor regulatory or procedural breaches that can be remedied through compliance, education, or administrative correction. "The Bill does not provide context to determining 'a reasonable excuse' as a qualifier for whether you are liable or not, creating ambiguity that risks unfair penalisation and undermines the principles of natural justice and procedural fairness."

3. The Removal of the Alternative Dispute Resolution (ADR) process, through the introduction of Form 9

We are concerned that the Alternative Dispute Resolution Process is being bypassed with the introduction of **Form 9** in this Bill– a solution the Ministry of Employment came up with to “fast track” taking breaches of employment laws to Court.

Where the existing pathway for Mediation was an option, the introduction of Form 9 now allows prosecution to take place (Section 18) that seeks to bypass the legally established ADR process.

In March of this year, the Minister for Employment, the Hon. Agni Deo Singh was reported on FBC News saying “*mediation has helped resolve disputes, facilitated negotiations for fair terms, and prevented industrial action*”¹. So everyone agrees it is a process that works.

Based on the last published annual report of the Ministry of Employment (2016), “*during the 1st 6 months of 2016, a total of 530 employment grievances were mediated resulting in the settlement of 438 grievances (82.6%), while 92 (17.4%) cases were not resolved and referred to the Employment Tribunal for third party adjudication. Over the same 6 months-period, the total amount recovered by the Mediation Service as dues for workers was \$343,054.37.*”²

In 2022, the then Permanent Secretary for Labour was reported on Fiji One News as saying “*For the last ten years, the Mediation Services of the Employment Ministry received more than 10,000 employment grievances with a resolution rate of 80%...a total of more than \$7 million were paid to workers as monetary*

There is adequate Government data and ministerial statements to justify that ADR, ie. Mediation Services, work for both employers and workers and Government. Since the establishment of the Mediation Services, Government has invested millions of dollars to operationalise and train mediators through the Singapore Mediation Services. In addition, the Mediation Services under the Ministry of Employment has been provided adequate resources amounting to approximately \$1m in the current budget.

Therefore, if the ADR system is working, why do we still need Form 9 in this Bill to FAST TRACK the disputes to Court?

We strongly recommend Form 9 be excluded from this Bill.

¹ [Mediation key to resolving labor disputes – FBC News](#)

² [2016 Annual Report 06 04 18 \(2\).pdf](#)

<i>payments, however, the fulfilment of restored relationships and friendly agreements outweigh the monetary gains”.³</i>	
4. Excessive powers of Labour Officers in Section 19A There are significant concerns on the broad and far-reaching powers granted to labour officers under Section 19A. The legislation provides labour officers with extensive authority, including the power to enter and inspect workplaces without consent, enter private residences and demand the production of employment records amongst other things. While we acknowledge that the clause relating to a Labour Officer being allowed to enter a work premises at anytime has been deleted, the new powers of labour officers provided under this Bill still exceed the powers allowed to the police who are charged with dealing with far more serious crime. For instance, they do not need a warrant to take your property and this is not consistent under normal law. We recognise the importance of ensuring fair and safe working conditions, however the lack of adequate safeguards and oversight in the exercise of these powers raises serious concerns about potential misuse or overreach. The extended powers of Labour Officers breach the constitutional protection against unreasonable search and seizure and the separation of powers which requires breaches of the law be determined by courts and not by officers of a ministry in the executive branch. One of the key issues is the unrestricted access to workplaces, which may disrupt business operations and create an environment of uncertainty for employers. The proposed criminalization of non-compliance with labour officers’ directives is equally concerning; assuming that officers are always right, regardless of	Labour Officers, unlike Police Officers are not trained to handle complicated cases. In December 2023, the High Court ruled against a Labour Officer for negligence and ordered the payment of \$67,000 to the plaintiff. The plaintiff was a worker. As drafted in the Bill, Section 19A provides powers to Labour Officers to be both judge and jury. This can result in the abuse of authority. This is not practiced in law and the separation of powers is fundamental. We are concerned that these new “powers”, together with the range of new offences, create a climate for corruption to thrive, that therefore require stronger safeguards and oversight mechanisms that are not discussed anywhere in the amendments – and assumes that all Labour Officers will naturally be honest, diligent and trustworthy in the application of their duties – in the same manner that it is also assumed that the new amendments are required because ALL employers treat their employees badly. We strongly recommend that the: (a) excessive powers in Section 19A be removed so that labour officers are subject to the same limitations as other law enforcement arms of government. (b) The Bill must include clear guidelines and accountability measures to ensure that labour officers exercise their powers fairly and proportionately.

³ [Fiji One News](#)

intent or mitigating circumstances – and whether the officer might have been acting wrongfully or based on incorrect information.	
5. Harassment Provisions (Section 75A (3)) We acknowledge the attempt made to define Sexual Harassment in Section 75A (3), however it does so without providing the detailed rules that implementing legislation must contain. We also acknowledge the importance of addressing harassment in the workplace but raise concerns on the ambiguity and legal implications of the provisions outlined in the Bill. The new ‘harassment’ provisions are also inconsistent with the harassment legislation in the Human Rights and Anti-Discrimination Commission Act. Employers may face significant fines if a worker is found to have suffered harm even though the employer’s action may have been justified in the circumstances (e.g. performance management). Additionally, existing laws and workplace policies already provide sufficient legal frameworks for addressing sexual harassment and workplace bullying. The introduction of new provisions in the ERA risks creating uncertainty for employers regarding their obligations, as it remains unclear what actions or inactions would be considered unlawful. The broad and undefined scope of harassment—which includes verbal, physical, and visual harassment—also raises concerns about how subjective claims will be assessed and whether normal workplace interactions could be misinterpreted as unlawful behaviour. The amended definition of sexual harassment now includes “or any individual in the workplace” – does this mean that the owners of a building or organisation are liable because someone hired the premises and then reported a sexual harassment incident took place?	To ensure fairness and clarity, we recommend that the new harassment provisions be: (1) Revised to ensure pragmatic applications (2) Based on existing national legislation (3) Is clearly aligned to the ratified ILO Convention C190 that Fiji has signed in 2020 The legislation must clearly define what constitutes a "reasonable step" to prevent, investigate, or address such issues. The definition of harassment is circular and focuses solely on the harm experienced by workers – it must define what constitutes legitimate action by employers. There is no clear guidance on the standards of proof, procedural expectations, or the extent of an employer’s responsibility in cases where harassment occurs despite preventive measures.
6. Wage Theft Provision (Section 43A)	We recommend:

The application and payment of fair wages and compliance with employment laws is strongly supported. But we have grave concerns on the broad liability imposed on employers and company directors under the wage theft provisions in the Bill – where even the more recent amendments do not make sense (Section 43 A – new insertion) The definition of wage theft remains unclear and the excessive level of the maximum penalty assumes that an offence will always involve a large volume of wages when almost all cases will involve multiple offences of small amounts each of which will be a separate offence. We acknowledge the amendments now include INTENT – consistent with general legislations, however Section 43A (3) A& B – still have STRICT LIABILITY clauses – which include exorbitant fines (\$20k - \$100k for individuals, \$200k-to \$1m for Body Corporates WITH 5 year imprisonment terms)	A fair process for investigating wage disputes must be included, and to allow businesses a reasonable opportunity to correct errors before severe penalties are imposed. Additionally, the definition of "wage theft" should be clarified to distinguish wilful non-payment from genuine payroll disputes, accounting errors, or financial distress, and that STRICT LIABILITY -eg imprisonment – be removed. Otherwise, we can expect the Permanent Secretaries to be fined \$20,000 every time there was a civil service payment glitch!
7. The Right to Strike (Section 174 - 184) Fijian employers already recognize the fundamental right of workers to strike as a key mechanism in collective bargaining. However, it is essential to ensure that this right is appropriately limited to disputes arising from collective agreement negotiations. The new provisions in the Bill create a broad framework that could allow strikes in situations beyond collective bargaining, leading to unnecessary disruptions to businesses and the economy. As a consequence of this amendment - the right to strike in Fiji would be broader than currently allowed in Australia or New Zealand*. We also note that strikes in essential services could have serious consequences for public welfare. While the Act acknowledges this concern, more stringent conditions should be in place to ensure continuity of critical services. The right to	We recommend the following: Limit the right to strike only to disputes arising from collective bargaining to prevent unnecessary disruptions. The ERA should explicitly restrict strikes over issues already covered by agreements and require all mediation and arbitration options to be exhausted before a strike can proceed. Stricter safeguards should be placed on the secret ballot process to ensure broad worker participation. For essential services, minimum service agreements and extended notice periods should be mandated to protect public welfare. The legislation should clearly limit the right to strike to cases where negotiations for a collective agreement have failed despite good faith bargaining. This would prevent strikes from being used as a tool for unrelated grievances or matters already covered by existing agreements. Additionally, while the law provides for a secret ballot process, there

strike must be balanced with the rights of businesses to operate effectively and the public's access to essential services. <i>*Some concepts were copied from NZ employment law that supported Workers rights, but stopped short of including the sections providing equal rights to Employers.</i>	must be stronger safeguards to ensure strikes are a last resort, with exhaustive mediation and arbitration processes undertaken first. We also ask; where are the proportional legal mechanisms required to safeguard businesses from prolonged or economically harmful strikes? <i>As an example - Would government support a prolonged strike that effectively shut down large portions of the tourism industry?</i>
8. Individual Contracts vs Collective Agreements (Section 166B) We strongly oppose the proposed provisions concerning individual contracts and collective agreements. The requirement for employers to offer new workers a CHOICE between an individual contract of service or a collective agreement is unnecessary, administratively burdensome, and risks turning employers into de facto recruiters for unions. The current framework—where each worker enters into an individual contract of service, with collective agreements implying certain terms where applicable—has functioned effectively and equitably. No compelling evidence or justification has been provided for altering this arrangement. Individual employment contracts are tailored agreements that define the employment relationship, including specific duties, salary levels, and career pathways. They allow employees to negotiate terms based on their unique skills and contributions, and enable employers to include provisions that reflect operational needs or protect commercial interests—many of which fall outside union purview.	The existing provisions should be retained to preserve clarity, fairness, and operational efficiency in employment relationships. Employers should not be compelled to offer collective agreement terms to new workers as part of the recruitment process. This requirement blurs the distinct roles of individual contracts and collective agreements, and risks entangling employers in union-related processes that fall outside their mandate. Individual contracts are—and should remain—the primary legal instrument for formalizing employment. They allow employers and employees to negotiate terms that reflect individual roles, performance expectations, and business needs. Collective agreements, by contrast, are designed to set minimum standards for union members, ensuring baseline protections without overriding the flexibility of individual negotiation. Forcing employers to navigate dual employment structures—individual and collective—creates unnecessary complexity. It introduces administrative burdens, legal ambiguity, and the potential for inconsistent entitlements across the workforce. This undermines the benefits of tailored employment arrangements and erodes the principle of voluntary union participation.

In contrast, collective agreements establish baseline conditions for all covered employees and are not designed to accommodate individual differentiation. Mandating that employers initiate this choice undermines both instruments. It dilutes the integrity of collective agreements and weakens the utility of individual contracts. In workplaces with multiple unions, this could lead to fragmented employment frameworks, inconsistent entitlements, wage disparities, and heightened legal risk. The added requirement to negotiate “in good faith” is vague and open to interpretation, increasing the likelihood of disputes over what constitutes fair and lawful engagement. These provisions introduce complexity without clear benefit, and risk destabilizing well-functioning employment arrangements.	The proposed change imposes obligations on employers that are neither justified nor practical, and risks destabilizing a system that has served both workers and businesses well. Eg: a worker employed under a contract of service and joins a trade union – what happens when they leave the Union – by reference this would mean that they are they no longer employed, wouldn’t it?
9. Unfair Dismissal Provisions (Section 35A) The principle of protecting workers from unfair dismissal is absolutely essential, however the current provision lacks clear conditions and limitations, creating uncertainty for employers. The broad definitions of "harsh, degrading, humiliating, unjust, or unreasonable" dismissals fail to provide objective criteria, making it difficult for businesses to determine what constitutes a lawful termination.	Employers must retain the right to manage their workforce efficiently and fairly; including the ability to dismiss employees for legitimate reasons such as poor performance, misconduct, or redundancy. Employment legislation must strike a practical balance between protecting workers and enabling businesses to operate sustainably, especially in a dynamic economic environment. Redundancies are usually based on economic, technological or structural reasons. To achieve this balance, we recommend that the law should establish clear, reasonable parameters for unfair dismissal claims: 1. Minimum Service Period – Eligibility to lodge an unfair dismissal claim should require a minimum period of continuous service (e.g., six months to one year). This ensures that employers have

	adequate time to assess performance and fit before facing legal exposure. 2. Recognition of Genuine Business Decisions – The law must explicitly acknowledge that dismissals arising from operational needs—such as restructuring, financial hardship, or technological change—are valid and necessary. Penalizing employers for adapting to economic realities undermines business resilience. 3. Compensation Limits – The current cap of \$40,000 under the Employment Relations Tribunal’s jurisdiction should be retained, alongside a maximum of six months’ pay. These limits are consistent with other statutory compensation frameworks (e.g., workers’ compensation, death benefits) and help prevent disproportionate financial liability. 4. Burden of Proof – The onus should rest with the employee to determine to the tribunal or court, that the dismissal was indeed unfair rather than shifting the burden onto the employer. 5. Redeployment - the requirement to consider redeployment in redundancy cases must be clarified. Forcing employers—especially SMEs—to create roles or redeploy staff where no suitable positions exist is impractical and unfair. Redeployment should only be required where a genuine, appropriate vacancy is available. 6. A more balanced legal framework will safeguard employees from unjust treatment while empowering employers to make sound workforce decisions without undue legal risk. This is
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	essential for maintaining productivity, encouraging job creation, and supporting long-term business viability.
10. Bargaining Fee Provision (Section 130A) Forcing non-union workers to pay fees to a union they might have deliberately chosen not to join is not only unjust—it is a violation of their fundamental right to opt out of collective representation. The fee itself—equivalent to six months’ union dues—is excessive and arbitrary. It imposes an unwarranted financial burden on workers and appears designed less to recover costs than to pressure non-members into joining. This is a veiled attempt to inflate union membership through legislative coercion. Moreover, the provision creates unnecessary administrative complexity for employers, who would be tasked with tracking, deducting, and remitting fees for employees who are not union members. This adds layers of bureaucracy, increases compliance risk, and diverts resources from core business operations. This provision effectively penalizes workers for exercising their right to negotiate individual terms, compelling them to subsidize an organisation from which they may derive no direct benefit. It disregards the reality that many employees secure superior wages or conditions through personal merit, experience, or negotiation—yet would still be forced to pay into a system that did not represent them.	We recommend the bargaining fee provision should be removed to uphold the principles of fairness, freedom of choice, and individual negotiation rights. While unions have a legitimate role in collective bargaining, participation must remain voluntary. In short, the bargaining fee provision undermines worker autonomy, imposes unjust costs, and burdens employers with needless red tape. It should be rejected in full. We recommend that Section 130A be removed.
11. Joining a Union (Section 6 (5)) The proposed bargaining fee provision is coercive, inequitable, and a direct affront to the principle of freedom of association. Where is the freedom for workers to choose? Section 6 (5) of the ERA has been amended from ‘a worker is not obliged to join a trade union.’ to:	We recommend this section is revised to correctly reflect that a worker is provided a truly voluntary option that is grammatically correct.

“(5) A worker must voluntarily join a trade union and engage in collective bargaining;” ‘Must voluntarily’ does not make sense and this a breach of the workers constitutional right to freedom of association (section 19 (1)) which reads ‘every person has the right to freedom of association.’ Forcing one to join a union under the guise of it being voluntary cannot be constitutional.	
12. Non-Compete Clause (Section 22 (5)) The blanket invalidation of non-compete agreements under Section 22, Subsection 5 is a deeply flawed provision that disregards legitimate business protections, undermines fair competition, and threatens investment in workforce development. It ignores decades of well-established common law principles that already safeguard against unreasonable restraints while allowing for enforceable, narrowly tailored clauses where justified. Non-compete agreements are not inherently exploitative—they are strategic tools used to protect commercially sensitive information, intellectual property, and client relationships. In many industries, employers invest heavily in training, upskilling, and entrusting employees with proprietary knowledge. Without the ability to enforce reasonable non-compete clauses, businesses are left vulnerable to immediate competitive harm when former employees join rival firms and leverage insider knowledge. This provision sends a dangerous signal: that Fiji does not value the protection of business innovation, commercial confidentiality, or the integrity of employer-employee trust. It risks discouraging investment, particularly in high-skill sectors where knowledge transfer and client retention are critical. It also places Fiji out of step with international best practice—most jurisdictions allow non-compete clauses that are reasonable in scope, duration, and geography, especially for senior roles or highly specialized positions.	We acknowledge that Section 22 Subsection 5 has been amended per our recommendation but we note it has been further replaced by a very ambiguous clause now. We recommend – that the existing common law framework is sufficient to prevent abuse. However, if legislation is deemed necessary, it must not impose a blanket ban. Instead, it should codify the enforceability of non-compete clauses that meet clear reasonableness criteria—protecting both worker mobility and legitimate business.

13. The Bill falls short on addressing Productivity Low productivity, the skill crisis and increasing cost of doing business are major challenges faced by Employers and Businesses in Fiji. The National Development Plan (NDP) aspires that Fiji will become a high income and advanced country, growing at an average rate of 3.3% over the next 25 years. Page 213 specifically highlights that to realise this aspiration, it will require, among other things greater private sector participation in the economy and increasing productivity. The 10-year Fiji National Productivity Master Plan, under the Ministry of Employment, aims to grow productivity by 3.2% annually. This is not only ambitiously twice Fiji's annual productivity trend rate, it is nowhere close to the increase in annual minimum wage rate of 86.6% in just 36 months. Besides the fact that this Bill fails to modernise the employment and business landscape in Fiji, it is adding further burden on Employers and Businesses. Here are some specific examples from this Bill: (a) through Sections 76 (Payment for Public Holidays) the Bill now proposes business to give workers an extra day off, in addition to paying double time for working during public holiday. This effectively makes it triple pay, without working one day! Like they do in first world countries – when Fiji is not. (b) through Section 59 (Paid Annual Holiday), the Bill increases annual leave entitlements from 10 days to 12 days per annum, without any justification. (c) through Section 68A (Family Care Leave), the Bill reintroduced 3 days family care leave and (d) through Section 104 (Maternity Leave), the Bill adds the option for 3 extra months of maternity leave. While it also contains provision of	Sections 76 (Payment for Public Holidays), was highlighted most frequently by Employers in the Consolidated Written Submissions Analysis put together by the Ministry– yet was not included for mention in the Amendments – what was the point of the tax payer funded public consultations if the most frequent concern issue raised by Employers, was ignored? Through the first 3 mentioned sections, total number of extra days of annual leave will now be as follows: - Along with the annual public holidays of 11 + 12 annual leave + 3 Family Care = 27 days or a month. If we include the section on Maternity leave, for a female worker who has given birth – you could potentially add another 60 days to this. Hence, this could mean 117 days away from work for a female. The female labour force participation rate is a low 36.2%. Female unemployment rate is 2.5% more than male. The recently launched Women's Economic Empowerment Strategy works on increasing the share of females in these areas. <i>This Bill may inadvertently influence some employers to favour male candidates over female applicants in their hiring decisions.</i> Therefore, we strongly recommend that Sections 76, 59, 68A and 105 be removed from the Bill. However, we are proposing that the following in current Act be amended: (a) the Sick Leave provision include 3 days of sick leave without sick sheet. This will reduce costs for workers.
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maternity leave without pay, the Bill required the Employer to hold the position for the worker on maternity leave.	(b) the Annual Leave provision for workers to be at work 20 days prior to taking annual leave be reduced to 10 days to reduce worker absenteeism.