

No. 9493

**UNITED KINGDOM OF GREAT BRITAIN
AND NORTHERN IRELAND
and
FRANCE**

**Exchange of notes constituting an agreement amending the
Protocol respecting the New Hebrides signed at London
on 6 August 1914 and authorising new joint Labour
Regulations (with annex). London, 14 February 1967**

Authentic texts: English and French.

*Registered by the United Kingdom of Great Britain and Northern Ireland on
8 April 1969.*

**ROYAUME-UNI DE GRANDE-BRETAGNE
ET D'IRLANDE DU NORD
et
FRANCE**

**Échange de notes constituant un accord amendant le Protocole
relatif aux Nouvelles-Hébrides signé à Londres le 6 août
1914 et autorisant une nouvelle réglementation conjointe
du travail (avec annexe). Londres, 14 février 1967**

Textes authentiques: anglais et français.

*Enregistré par le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord le
8 avril 1969.*

EXCHANGE OF NOTES CONSTITUTING AN AGREEMENT¹ BETWEEN THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND THE GOVERNMENT OF THE FRENCH REPUBLIC AMENDING THE PROTOCOL RESPECTING THE NEW HEBRIDES SIGNED AT LONDON ON 6 AUGUST 1914² AND AUTHORISING NEW JOINT LABOUR REGULATIONS

ÉCHANGE DE NOTES CONSTITUANT UN ACCORD¹ ENTRE LE GOUVERNEMENT DU ROYAUME-UNI DE GRANDE-BRETAGNE ET D'IRLANDE DU NORD ET LE GOUVERNEMENT DE LA RÉPUBLIQUE FRANÇAISE AMENDANT LE PROTOCOLE RELATIF AUX NOUVELLES-HÉBRIDES SIGNÉ À LONDRES LE 6 AOÛT 1914² ET AUTORISANT UNE NOUVELLE RÉGLEMENTATION CONJOINTE DU TRAVAIL

I

The Secretary of State for Foreign Affairs to the French Ambassador

FOREIGN OFFICE

14 February 1967

Your Excellency,

Following recent discussions between representatives of the Government of the United Kingdom of Great Britain and Northern Ireland and the Government of the French Republic respecting labour regulations and labour disputes in the New Hebrides, I have the honour to propose that :

(1) The Government of the United Kingdom and the Government of the French Republic approve the draft New Hebrides Joint Labour Regulations, submitted to them by Joint Note of August 1963, of the British and French Resident Commissioners, as amended to date and the text of which is annexed to the present Note.

(2) Paragraph 3 of Article 12 of the Protocol respecting the New Hebrides of the 6th August, 1914,² shall be abrogated and replaced by the following:

“3. Over all matters in respect of Joint Labour Regulations made under Article 31 of the present Convention.”

(3) Articles 31 to 56 (inclusive) of the Protocol respecting the New Hebrides of the 6th August, 1914, as subsequently amended, shall be abrogated and replaced by the following:

¹ Came into force on 14 February 1967 by the exchange of the said notes.

² League of Nations, *Treaty Series*, Vol. X, p. 333.

¹ Entré en vigueur le 14 février 1967 par l'échange des dites notes.

² Société des Nations, *Recueil des Traités*, vol. X, p. 333.

"Article 31

1. Without prejudice to the generality of the powers conferred by Article 7, the High Commissioners may, after receipt of the authorisation of their respective Governments to that effect, issue Joint Labour Regulations, and may, as often as may be necessary, amend and revoke such Regulations after having, in each case, obtained such authorisation.

2. The procedure in relation to the prosecution and trial of offences against Joint Labour Regulations and the hearing of labour and trade disputes shall be prescribed by rules made in that behalf by the Joint Court based on British and French legislation on such matters."

2. If the foregoing proposals are acceptable to the Government of the French Republic, I have the honour to suggest that the present Note and Your Excellency's reply in that sense should be regarded as constituting the approval referred to in sub-paragraph (1) of this Note, and as formally recording the Agreement of the two Governments to amend the said Protocol of the 6th August, 1914, accordingly, with immediate effect.

I have the honour to be, with the highest consideration, Your Excellency's obedient Servant,

(For the Secretary of State)

D. F. MURRAY

ANNEX

NEW HEBRIDES CONDOMINIUM

JOINT REGULATION¹

TO CONTROL CONDITIONS OF EMPLOYMENT

Made by the Resident Commissioners under the provisions of paragraph 2 of Article 2, Article 7 and Article 31 of the Anglo-French Protocol, 1914.

PART I

GENERAL PROVISIONS

Repeal

1. The Native Recruiting and Employment Registration Joint Regulation No. 20 of 1941, the Trade Union and Trade Disputes Regulation No. 8 of 1957 as amended by Joint Regulation No. 8 of 1958 and Joint Regulation No. 3 of 1962 and the Labour Advisory Committee Joint Regulation No. 16 of 1962 are hereby repealed.

¹ The text of the Regulation reproduced here represents the draft as agreed at the time the Notes were exchanged. Certain discrepancies which have since been discovered between the English and French versions will be corrected in the Regulation to be made by the two High Commissioners.

Application

2. (1) This Joint Regulation shall be applied in the New Hebrides Condominium.

Definition of worker

(2) Any person, whatever may be his sex or nationality, who undertakes to put his services in return for remuneration under the direction or authority of another person, or corporate body, whether public or private, shall be considered as a worker for the purposes of this Regulation: Provided that the following shall not be so considered:

- Persons appointed to permanent employment by a public administration;
- Seamen;
- Aircrew;
- Teaching staff;
- The staff of ecclesiastical bodies;

Employees of local authorities or public services who do not give their full time to the said bodies or services, whose employment with such authorities or services does not represent their principal occupation and who are remunerated at a flat rate.

(3) This Regulation shall not apply to persons who are working as jobbing contractors or in pursuance of a contract for the harvesting of crops and whose conditions of work may be the subject of Joint Rules made by the Resident Commissioners.

Forced labour

3. (1) No person shall exact, procure, or employ forced or compulsory labour.

(2) By forced or compulsory labour is meant all work or service which is exacted from any person under the menace of any penalty, and for which the said person has not offered himself voluntarily, but does not mean:

- (a) any work or service exacted from any person as a consequence of a conviction in a Court of Law: Provided that the said work or service shall be carried out under the supervision and control of a public authority and that the said person shall not be hired to or placed at the disposal of private individuals, companies or associations;
- (b) any work or service exacted in cases of emergency, that is to say, in the event of war, or of a calamity or threatened calamity such as fire, flood, famine, earthquake, violent epidemic or animal disease, invasion by animal or vegetable pests, and in general any circumstances that would endanger the existence or the well-being of the whole or part of the population;
- (c) any minor village work of a kind performed by members of a community in the direct interest of such community and which is therefore a civic obligation normally incumbent upon members of such community: Provided always that before exaction of such minor communal services consultation shall have been had with the inhabitants of the community or their direct representatives in regard to the need for such services.

Recruiting

4. The Resident Commissioner may make rules to govern the recruitment of workers and without derogation from the generality of the foregoing, for all or any of the following purposes:

- (a) the definition of recruiting operations;
- (b) the closing of areas to recruiting;
- (c) the employment of recruiting agents;
- (d) the conduct of recruiting operations;
- (e) the issue of licences to recruiters;
- (f) the medical examination of recruited workers;
- (g) the conditions of transport for recruited workers;
- (h) the repatriation of recruited workers;
- (i) the payment of advances to workers being recruited;
- (j) the recruitment of workers for work in the New Hebrides from a territory outside;
- (k) the recruitment of workers in the New Hebrides for work outside the territory.

PART II

CONTRACTS OF EMPLOYMENT

Form of contract

5. (1) Contracts shall be drawn up freely in whatever form appears suitable to the parties concerned and proof of the existence of an agreement may be afforded in any way desired: Provided that any contract which is valid for a specified period exceeding six months or necessitates the residence of workers away from their normal place of residence as defined in section 45 (3) of this Regulation shall be in writing and shall be submitted to the Inspector of Labour for his approval not later than one month after the date of signature.

(2) Any amendment made to such a contract in accordance with an agreement between the parties concerned shall also be subject to such authorisation.

(3) If the Inspector of Labour disapproves of any contract as failing to be drawn in compliance with any provisions of this Regulation he shall immediately:

- (a) notify the employer and worker of in what respect the contract fails so to comply; and
- (b) request the said employer to amend the said contract so as to comply.

(4) On receipt of such a notification and request the employer shall re-draw the contract so as to comply with the provisions of this Regulation and shall within 30 days re-submit the said contract for the approval of the Inspector of Labour.

(5) If:

- (a) any employer fails to re-submit the said contract within the prescribed period; or
- (b) after re-submission the Inspector of Labour refuses to approve it, the said contract shall be null and void and the employer shall return the worker at the employer's own expense to his normal place of residence by the first available means of transport: Provided that the employer's obligation to repatriate the worker under the provisions of this sub-section shall cease three months after the contract has become null and void.

(6) No employer shall employ any worker after the worker's contract has been rendered null and void by the operation of the provisions of sub-section (5) of this section.

(7) Where any worker is obliged to remain at his place of employment awaiting transport to his normal place of residence after his contract has become null and void the employer shall pay the cost of the said worker's subsistence during the period that he so remains.

(8) Where any contract is submitted by an employer to the Inspector of Labour for his approval and he does not within one month from the date of the submission thereof notify the employer of in what respect it fails to comply with the provisions of this Regulation the said contract shall be deemed to have been approved.

Medical examination

6. (1) Every worker whose contract of employment is subject to authorisation as provided for in sub-section (1) of section 5 shall be examined by a recognised medical practitioner and declared fit for the work that he will be called upon to perform by virtue of his contract: Provided that if it is impossible for the worker to be medically examined before signature of the contract the Inspector of Labour shall fix the latest date by which the medical examination must take place.

(2) If a worker is found to be unfit for the work for which he has been engaged his contract shall automatically be terminated and any expense incurred on his return from the place of employment to his place of normal residence shall be borne by the employer if the worker has been brought to the place of work at the employer's expense.

Contents of contracts

7. (1) The contract shall state the name of the employer and of the worker, the nature of the employment, the amount of wages to be paid, the duration of the contract and, where appropriate, any special conditions of employment, housing, rations or transport.

(2) Written contracts shall be exempt from all stamp duty and registration fees.

Contracts signed outside the New Hebrides

8. (1) Contracts signed outside the New Hebrides and which are to be executed in the New Hebrides shall be submitted to the Inspector of Labour for his approval not later than one month after the arrival of the worker in the Group.

(2) Sub-sections (3), (4), (5), (6), (7) and (8) of section 5 shall apply to contracts signed outside the New Hebrides which are to be executed in the New Hebrides.

Termination of a contract for a specified period

9. (1) A contract for a specified period may not cease to have effect at the wish of only one of the parties thereto except in the circumstances specially provided for therein or in the case of a serious offence.

(2) The following shall be considered as serious offences for the purposes of this section and of section 16:

- misconduct;
- wilful disobedience;

assault;
habitual (or substantial) neglect of duty;
repeated unjustified absence from work without leave;
drunkenness of a kind liable to have a serious effect upon work:

Provided that the foregoing definition shall not be exclusive and provided further that the Joint Court having jurisdiction shall, in case of litigation, decide what constitutes a serious offence within the meaning of this section.

(3) Any unjustified breach of contract by one of the parties shall entitle the other party to claim damages.

Period of contract

10. The maximum duration of a worker's employment that may be stipulated or implied in any contract shall in no case exceed three years: Provided that in the case of a married man if he is to be unaccompanied by his family at the place of employment during the contract period the maximum duration so stipulated or implied:

- (a) if the distance between the worker's normal place of residence and the place of employment within the New Hebrides exceeds 50 kilometres shall not exceed twelve months; and
- (b) if the worker's normal place of residence is within a territory other than that of the place of employment shall not exceed two years.

Crimping

11. When a worker who has wrongfully broken a contract for a specified or unspecified period takes service with a new employer, the new employer shall be liable jointly and severally with the said worker for any prejudice caused to the former employer if he has induced the employee, either directly or through a third person, to leave his former employment or if he has engaged or continued to employ a worker whom he knew to be already bound by a contract.

Termination of contract for an unspecified period

12. (1) A contract for an unspecified period may at any time be terminated at the wish of one of the two parties: Provided that notice shall be given by the party proposing to terminate.

(2) At the request of any worker who has been dismissed the dismissal shall be confirmed in writing within eight days.

(3) If a contract is broken without proper notice payment of compensation in pursuance of the provisions of section 16 of this Regulation shall not preclude an action for damages.

Period of trial

13. (1) Every contract of employment for an unspecified period shall be subject to a period of trial of fifteen days. This period may be increased to a maximum of six months, including renewals, by agreement between the parties to the contract.

(2) At the expiry of the period of trial, during which a contract may be terminated at any time, notice of intention to terminate shall be compulsory.

Period of notice

14. In the absence of any more favourable special provisions contained in a written contract the period of notice applicable to all trades shall be, irrespective of the manner in which the wage is calculated:

- (a) one hour for every hourly or daily paid worker;
- (b) seven days for every weekly paid worker;
- (c) fifteen days for every fortnightly-paid worker: Provided that if the worker has less than one year's service with his employer notice shall be one week;
- (d) thirty days for every monthly-paid worker: Provided that if the worker has less than one year's service with his employer notice shall be fifteen days;
- (e) seven days for every domestic servant.

Obligations during period of notice

15. (1) During the period of notice the employer and the worker shall respect all the reciprocal obligations incumbent upon them.

(2) So that he may look for other employment a worker shall, during the period of notice, have one day off work weekly which may be taken in one day or hour by hour and shall be paid for at full wages.

(3) Any party in regard to whom these obligations are not respected shall not be obliged to respect the period of notice and nothing that is herein contained shall affect the right of such party to bring an action for damages before the Joint Court.

Breach of contract

16. If a contract drawn up for an unspecified period is broken without notice or without the full period of notice observed the party responsible shall be obliged to pay to the other party a sum in compensation, the amount of which shall be equal to the wages and other benefits of whatever nature they may be, which the worker would have received during that part of the notice period that has not been respected: Provided that a contract may be terminated without notice in the case of a serious offence subject to assessment of its gravity by the Joint Court.

Certificate of employment

17. (1) At the demand of a worker whose contract has expired his employer shall give him a certificate indicating on the date of his commencing and leaving work, the kind of work on which he was employed and the dates of whatever posts he may have held.

(2) Such certificates shall be exempt from all registration charges.

Change in situation of undertaking

18. If a change occurs in the existing state of affairs of an undertaking as a result of sale, inheritance, formation of a company or any other cause, every contract current at the time of such change shall remain in force between the new employer and the staff of the undertaking.

Absence from work as a result of illness

19. (1) If any worker is absent from work as a result of illness duly certified by a medical practitioner his contract of employment shall be deemed to be suspended during the period of such absence for a maximum of six months.

(2) Every worker absent from work as a result of illness duly certified by a medical practitioner shall be entitled to receive from his employer sickness pay equivalent to half wages for a period not exceeding the period of notice of termination of employment to which he is subject: Provided that such entitlement may only be exercised once in the same year.

PART III

COLLECTIVE AGREEMENT AND TRADE UNIONS

Collective agreements

20. (1) In this Regulation "collective agreement" means any agreement relating to conditions of employment made between one or more Trade Unions or workers' trade associations on the one hand and one or more employers' associations or one or more employers acting individually of the other.

(2) Any collective agreement may provide for conditions that are more favourable, and shall not provide for conditions that are less favourable, to the worker than those provided by law.

(3) Every collective agreement shall determine the area for which it is valid which may be either territory-wide or local.

(4) The Resident Commissioners may make Joint Rules for the better carrying out of the provisions of this section.

Interpretation of "Trade Unions"

21. "Trade Unions" means unions and associations which are concerned with the study and defence of economic, industrial, commercial and agricultural interest and with the regulation of the relations between workmen and employers.

Trade Unions not criminal

22. The purposes of any Trade Union shall not, by reason merely that they are in restraint of trade, be deemed to be unlawful so as to render any member of such Trade Union liable to criminal prosecution for conspiracy or otherwise.

Trade Unions not unlawful for civil purposes

23. The purposes of any Trade Union shall not, by reason merely that they are in restraint of trade, be unlawful so as to render voidable any agreement or trust.

Formation of Trade Unions

24. Persons exercising or engaged in the same profession or trade, or similar professions or trades, may form a Trade Union in accordance with the provisions of this Joint Regulation.

Registrar of Trade Unions

25. The Resident Commissioners may jointly appoint such person as they may think fit to be Registrar of Trade Unions, hereinafter referred to as the Registrar.

Compulsory registration

26. Every Trade Union shall be registered in accordance with the provisions of this Joint Regulation, or be dissolved within three months of the date

- (a) of its formation; or
- (b) of any notification by the Registrar that he has refused to register the Trade Union under section 27.

Rules for registry

27. (1) An application to register the Trade Union and its rules shall be sent to the Registrar with copies of the rules and a list of the titles and names of the officers of the Trade Union. If the Registrar is satisfied that:—

- (a) the applicants have been duly authorised to apply for registration, and
 - (b) the purpose of the Trade Union are lawful, and
 - (c) the application is in conformity with the provisions of this Joint Regulation;
- he shall register the Trade Union and rules and issue a Certificate of Registration. Should he not be so satisfied he may refuse registration.

(2) An appeal shall lie to the Joint Court from the refusal of the Registrar to register a Trade Union and on such appeal being made, the Court may make any such order as it thinks proper, including any directions as to the costs of the appeal. Any such order of the Court shall be final.

Cancellation of registration

28. (1) It shall be lawful for the Registrar to cancel the registration of any Trade Union:

- (a) at the request of the Trade Union,
- (b) on proof to his satisfaction that a Certificate of Registration has been obtained by fraud or mistake, or that such Trade Union has wilfully, and after notice from the Registrar, violated any of the provisions of this Joint Regulation, or has ceased to exist.

(2) An appeal from the decision of the Registrar under this section shall lie to the Joint Court subject to the same conditions as are provided for in section 27 (2).

Alteration of rules

29. Every alteration of the rules of a registered Trade Union shall be registered with the Registrar and shall take effect from the date of registration unless some later date is specified in the rules.

Officers

30. The officers of a Trade Union, who may be men or women, married or unmarried, shall be more than 21 years of age and shall not have been convicted of an offence connected with dishonesty.

Minors may the members

31. Minors over the age of 16 may be members of a Trade Union unless their father, mother or guardian is opposed to such membership.

32. Persons who have given up their employment or their profession may continue to be members of a Trade Union provided that they have exercised their employment or profession for at least one year.

Resignation of members

33. Any member of a Trade Union may resign at any time despite any provisions to the contrary in the rules of the Trade Union without prejudice to the right of the Trade Union to claim from him his subscription to the Trade Union for the six months following resignation.

Dissolution of Trade Unions

34. In the event of the dissolution of a Trade Union, whether in accordance with its Rules or as a result of a Court order, its property shall be disposed of in accordance with its rules, or in default of any provision in the rules in accordance with the procedure laid down by a general meeting called for that purpose. In no case may it be distributed among the members.

Trade Unions to be bodies corporate

35. Trade Unions shall be bodies corporate. They shall have the right to institute legal proceedings and to acquire, either as a gift, or for consideration, property whether movable or immovable.

36. Trade Unions may in any Court having jurisdiction exercise all the rights of a party in a civil suit in respect of matters which directly or indirectly injure the collective interests of the industry, profession or trade which they represent.

Immunity of Trade Unions from actions of tort

37. (1) An action against a Trade Union, whether of workmen or employers, or against any members or officials thereof on behalf of themselves and all other members of the Trade Union in respect of any tortious act alleged to have been committed by or on behalf of the Trade Union, shall not be entertained by any Civil Court.

(2) Nothing in this section shall affect the liability of a Trade Union or any official thereof to be sued in any Civil Court touching or concerning the property or rights of a Trade Union, except in respect of a tortious act committed by or on behalf of the union in contemplation or in furtherance of a trade dispute.

Conspiracy in relation to trade disputes

38. An act done in pursuance of an agreement or combination by two or more persons shall, if done in contemplation or furtherance of a trade dispute not be actionable unless the act, if done without any such agreement or combination, would be actionable.

Removal of liability for interfering with another person's business

39. An act done by a person in contemplation or furtherance of a trade dispute shall not be actionable on the ground only that it induces some other person to break a contract of employment or that it is an interference with the trade, business, or employment of some other person, or with the right of some other person to dispose of his capital or his labour as he will.

Combination of Trade Unions

40. Trade Unions properly constituted in accordance with the provisions of this Joint Regulation, may freely combine for the study and defence of their economic, industrial, commercial and agricultural interests. No restriction shall be placed on the manner in which they may combine.

41. The provisions of sections 21, 26, 27, 29, 30 and 31 are applicable to combinations of Trade Unions, which must moreover make known in the manner prescribed in section 27 the name and headquarters of the Trade Unions which they comprise. The constitution of combinations of Trade Unions shall prescribe the manner in which the Trade Unions which form the combination are represented in the Group Council and at general meetings.

42. Combinations of Trade Unions shall enjoy all the rights conferred upon individual Trade Unions.

PART IV

WAGES

CHAPTER I. DETERMINATION OF WAGES

Equal pay

43. Subject to the provisions of this part, wages shall be the same for all workers, whatever may be their origin, sex, age or status, whenever conditions of work, trade qualifications and output are equal.

Minimum wages and wage zones

44. The Resident Commissioners may, after consulting the Labour Advisory Committee, make Joint Rules fixing:

- (a) wage zones and guaranteed minimum wages applicable to all trades;
- (b) minimum wages for certain trades.

Housing

45. (1) Every employer shall provide proper and adequate accommodation, in accordance with the standards prescribed in Joint Rules for any worker, together with his wife and dependent children, whose normal place of residence is not at or near his place of employment and who cannot by his own means obtain such accommodation.

(2) The rental value of accommodation provided under the provisions of this section shall be fixed by Joint Rules.

(3) For the purposes of this section any worker who has been brought to his place of employment at his employer's expense shall be deemed to have his normal place of residence away from his place of employment.

Rations

46. (1) Every employer shall provide rations, in accordance with the scales prescribed by Joint Rules, for those of his workers who are unable by their own means to obtain for themselves and their dependants a regular supply of the basic items of food.

(2) The reimbursement value of such rations shall also be fixed by Joint Rules.

Piece and task rates

47. Wages for task or piece work shall be calculated in such a way as to provide a worker of average ability working normally a wage at least equal to that of a worker remunerated on a time basis.

Minimum rates to be posted up

48. Minimum rates of wages and conditions of remuneration of task or piece work shall be posted up at the offices of the employer and at the place where the workers are paid.

Wages not due in case of absence

49. Except when otherwise agreed by the parties concerned no wages shall be due to any worker who is absent from work for any reason other than the cases provided for in this Regulation.

CHAPTER II. PAYMENT OF WAGES

Wages to be paid in legal tender

50. (1) Wages shall be paid in legal tender notwithstanding any provision to the contrary.

(2) Payment of all or part of wages in alcohol or alcoholic liquor is prohibited.

(3) The payment of all or part of wages in kind is also prohibited subject to the provisions of sections 45 and 46 of this Regulation.

(4) Wages shall be paid, except in cases of force majeure, at the place of work or at the office of the employer when it is near to the place of work.

(5) Wages shall in no case be paid in an establishment for the sale of liquor or a shop, except to those workers who are normally employed there.

(6) Wages shall not be paid on a day when the worker is entitled to rest.

Intervals of pay

51. (1) Wages shall be paid at regular intervals not exceeding fifteen days to every worker whose remuneration is calculated by the hour, the day or the week and monthly to every other worker: Provided that when, in pursuance of this subsection, wages are paid twice monthly the employer may pay allowances and accessories to wages at the end of each month.

(2) Wages shall be paid not later than eight days after the end of the period to which they apply.

(3) In cases of termination or breach of contract, wages and allowances, including where appropriate, payments in lieu of holidays, shall be paid as soon as the service has ceased: Provided that, in the case of litigation, the employer may obtain from the Joint Court an order enabling him to retain provisionally in his hands all or part of the wages which is seizable by virtue of section 60 of this Regulation.

Wage documents

52. (1) Payment of wages shall be recorded on a document prepared or certified by the employer or his representative and initialled by each payee: Provided that if the worker is unable to sign his name he shall mark the said document with his thumbprint.

(2) These documents shall be preserved by the employer in the same way as accountancy documents and shall be presented to an Inspector of Labour on demand.

(3) Except where otherwise authorised by the Resident Commissioners the employer shall give an individual pay voucher to the worker at the time of payment of wages if the worker requests such a voucher.

(4) This voucher shall be in any form that it is convenient for the employer to adopt but shall mention the name of the employer and of the worker and give details of the way in which the remuneration has been calculated.

Acceptance by worker of pay no bar to subsequent proceedings

53. (1) No statement such as "received in full settlement of all claims" made by the worker during the period of his contract or after its termination, shall have the effect of waiving any rights he may have under the said contract.

(2) The acceptance without protest or reservation by a worker of a pay document shall not be held to imply renunciation on his part of the payment of all or part of wages, allowances and other accessories to wages which may be due to him in law or by virtue of his contract and such acceptance may not be held to imply the settlement of all claims.

Guarantees as regards wages

54. (1) No sum due to a contractor undertaking any works having the nature of public works shall be the subject of a garnishee order nor shall payment thereof be stopped to the prejudice of the workers to whom wages are due.

(2) Sums due to workers in wages shall be paid in priority over those due to suppliers.

(3) The term "wages" shall include not only wages properly speaking but also accessories to wages and, where appropriate, wages in lieu of notice and holiday pay.

Period of limitation

55. No proceedings may be instituted by a worker for the recovery of wages after the expiry of one year.

CHAPTER III. DEDUCTIONS FROM WAGES

Fines prohibited

56. An employer shall not impose fines.

Deductions from wages

57. (1) Except for compulsory deductions, reimbursements consented to under the Joint Rules provided for in sections 45 and 46 and any deposits which may be provided for by contract, no docking of salaries may take place other than as a result of a garnishee order or of a deduction consented to before the Inspector of Labour for the reimbursement of agreed advances of money made by the employer to the worker: Provided that when the Inspector of Labour lives more than 25 kilometres away, deductions may be made by mutual and written consent and such consent shall be sent to the said Inspector not later than one month after its signature.

(2) Money given on account of work in progress shall not be considered as an advance.

Deductions when permissible

58. An employer may not make deductions from the wages due to his workers in respect of sums owing to himself: Provided that compulsory deductions in respect of reimbursements provided for in sections 45 and 46 and deposits provided for by contract shall not be subject to such restriction.

Reimbursement of advances

59. Any employer who has made an advance in cash may be reimbursed by means of successive voluntary deductions consented to in the way prescribed in section 57 and within the limits laid down in section 60.

Method of calculating deductions

60. (1) Wages shall be subject to seizure or voluntary transfer up to one-fifth of that part of wages that is less than or equal to £A48 per month; up to one-quarter of that part exceeding £A48 and less than or equal to £A60; up to one-third of that part exceeding £A60 and less than or equal to £A75; up to one-half of that part exceeding £A75 and less than or equal to £A150 and without limitation for the part of wages exceeding this last figure.

(2) In calculating deductions, account shall be taken not only of wages properly speaking but also of all accessories to wages with the exception of allowances declared to be non-seizable by the legislation in force, of sums paid as reimbursement of expenses incurred by the worker and of family allowances.

(3) The Resident Commissioners may make Joint Rules amending the proportions and limitations fixed in sub-section (1) of this section.

CHAPTER IV. EMPLOYERS' SHOPS AND PLANTATION STORES

Employer's shop conditions to which subject

61. (1) In this section "shop" means any arrangement whereby the employer directly or indirectly sells or supplies goods exclusively to the workers in his undertaking for their personal and ordinary needs.

(2) An employer may establish a shop on condition:

- (a) that the workers are not obliged to make purchases therein;
- (b) that the sale of goods shall be made therein exclusively on a cash basis and without profit;
- (c) that the accounts of the shop shall be kept separate from the accounts of other undertakings of the employer and shall be readily available for inspection by the Inspector of Labour.

(3) The prices of goods on sale shall be displayed in a legible manner.

(4) Every shop operated by an undertaking for the exclusive purpose of selling goods to the workers thereof shall be subject to the provisions of this section except a workers' co-operative.

Opening of shop subject to authorisation

62. The opening of a shop under the provision of section 61 shall be subject to an authorisation given by the Inspector of Labour.

Operation of shop to be supervised

63. (1) The operation of every employer's shop shall be supervised by the Inspector of Labour.

(2) If any abuse is found, the Inspector of Labour may order the provisional closure of an employer's shop for a maximum period of one month.

(3) The Resident Commissioners, acting jointly, may on the recommendation of the Inspector of Labour order the permanent closure of any employer's shop.

Control of prices by Inspector of Labour

64. When an employer sells or supplies goods to the public and when in the absence of any other source of supply close to the place of work his workers are obliged to provision themselves in his shop the manner in which such sales or supplies are made shall be subject to inspection by the Inspector of Labour who shall have the power to fix maximum prices based on the prices currently charged in the Group.

PART V

CONDITIONS OF WORK

CHAPTER I. HOURS OF WORK

Normal hours of work

65. (1) In all undertakings whether public or private including charitable or educational establishments the normal hours of work for employees of both sexes of any age whether working on a time, piece or task basis may not exceed 44 hours per week.

(2) Work carried out in excess of the normal hours of work shall give rise to the payment of overtime.

(3) Such overtime shall be paid at the following rates:

(a) for public holidays and Sundays: at a minimum rate equal to one-and-a-half times the normal hourly wage;

(b) for work carried out in excess of the normal weekly hours of work:

(i) for the first four hours: at a minimum rate equal to one-and-a-quarter times the normal hourly wage;

(ii) in excess of four hours: at a minimum rate equal to one-and-a-half times the normal hourly wage.

(c) for work carried out at night from 8 p.m. to 4 a.m. in excess of the normal weekly hours of work: a rate equal to one-and-three-quarter times the normal hourly wage.

(4) In all agricultural undertakings the hours of work shall be calculated on the basis of a yearly total of 2,400 hours.

Permanent extensions of working hours

66. (1) The period of attendance deemed to be equivalent to 44 hours of effective work may be extended to 52 hours in respect of certain categories of worker whose employment, because of its intermittent nature, involves long periods of inaction. The categories to which these provisions shall apply shall be fixed by Joint Rules.

(2) The weekly period of attendance required of any watchman or caretaker may be extended to a maximum of 66 hours if he is not housed on the premises of the undertaking and shall be continuous if he is housed on the said premises: Provided that every such watchman or caretaker shall be given a weekly period of rest of not less than 24 consecutive hours and compensatory paid holiday of not less than 12 working days per annum.

(3) Any worker whose working hours are extended by virtue of this section shall be paid wages as if he had worked for 44 hours a week.

67. The working hours of any worker employed on preparatory or supplementary work which necessarily has to be carried out outside the general working hours of the undertaking may be legally extended by one hour per diem and such hours shall be paid at the normal rate.

68. (1) The working hours prescribed in section 65 may be extended in undertakings where, owing to the nature of the work carried out, continuous shift working takes place: Provided that the average weekly working hours shall not exceed 56 hours, and provided further that holiday given to a worker in lieu of his weekly day of rest shall not be affected thereby.

(2) Work carried out by virtue of the provision of this section shall be remunerated at an increased rate.

(3) The Resident Commissioners may if necessary make Joint Rules fixing the categories of work to which the provisions of this section shall apply.

Temporary extension of working hours

69. (1) Effective working hours may temporarily be extended beyond the normal hours worked in the undertaking or beyond the 44-hour week in the case of:

- (a) urgent work which is necessary to prevent imminent accidents or to repair the damage caused by any accident which affects the operation of the undertaking. In such cases there shall be no limit to the hours which may be worked on the first day and two additional hours may be worked on each following day up to a maximum of one week. Hours worked by virtue of these provisions shall be paid at the normal rate.
- (b) exceptional work or of an unusual increase in work. In such cases working hours may be extended by four hours on the first day and two hours on each following day up to a maximum of one week. Hours worked by virtue of these provisions shall be paid at overtime rates.

(2) Temporary extensions of working hours may be effected either:

- (a) without authorisation in the case of exceptional work arising from normally unforeseeable circumstances subject to the submission of a written report to the Inspector of Labour; or
- (b) with the approval of the Inspector of Labour upon submission of a written application in the case of additional work necessitated by foreseeable circumstances.

Recovery of lost working time

70. In any undertaking where seasonal reductions in activity occur working time lost as a result thereof may be recovered at peak periods: Provided that such recovery shall be subject to authorisation by the Inspector of Labour who shall fix the length of the recovery period and the length of the working day.

71. (1) In cases of general stoppage of work resulting from accidental causes or cases of force majeure, with the exception of time lost as a result of strikes or lockouts, the working day may be extended with a view to recovery of time lost. Time lost on public holidays may also be so recovered.

(2) The total number of hours recovered in this manner shall not exceed 100 per annum or lead to a working day in excess of nine hours.

(3) Such recovery shall be effected during working days, shall not affect the weekly day of rest and shall be notified to the Inspector of Labour.

Timetable

72. In each undertaking there shall be a timetable fixing the daily working hours. This timetable, together with any changes made thereto shall be permanently exhibited in such a way that it may be read by all staff of the undertaking.

Managerial staff and domestic servants

73. The provisions of this chapter shall not be applicable to managerial staff occupying posts of responsibility or to domestic servants.

CHAPTER II. EMPLOYMENT OF WOMEN

Interpretation

74. For the purposes of this chapter "night" means the interval between 7 o'clock in the evening and 6 o'clock the next morning; "Woman" includes all persons of the female sex regardless of age.

Prohibition of employment of women at night

75. Women shall not be employed during the night in any undertaking, except where the night work:

- (a) has to do with raw materials or materials in course of treatment which are subject to rapid deterioration; or
- (b) is necessitated by an emergency which it was impossible to foresee and which is not of a recurring character; or
- (c) is that of a responsible position of management held by a woman who is not ordinarily engaged in manual work; or
- (d) is that of nursing and of caring for the sick, or other health or welfare work, including work in a registered pharmacy; or
- (e) is carried on in a cinematograph or other theatre while such theatre is open to the public; or
- (f) is carried on in connection with an hotel or guest house, or with a bar, restaurant or club; or
- (g) is authorised by the Resident Commissioners in conformity with international conventions.

Suspension of prohibition

76. The Resident Commissioners may by Joint Rules from time to time suspend the prohibition of the employment of women during the night when in case of serious emergency the public interest so demands.

Prohibition of employment of women underground

77. No woman shall be employed on underground work in any mine, provided that this section shall not apply:

- (a) to women holding positions of management who do not perform manual labour;
- (b) to women employed in health or welfare services;
- (c) to women who, in the course of their studies, spend a period of training in the underground parts of a mine; and
- (d) to any other women who may occasionally have to enter the underground parts of a mine for the purpose of a non-manual occupation.

Women employed to be permitted to be absent from work in certain circumstances

78. (1) Notwithstanding any agreement to the contrary expressed or implied, an employer shall allow a woman employee to leave her work upon production by her of a medical certificate stating that the confinement will probably take place within six weeks, and shall not permit her to work during the six weeks following her confinement.

(2) While absent from her work in pursuance of the provisions of sub-section (1) a woman employee shall be entitled to be paid not less than half of the wages she would have earned had she not been so absent.

(3) An employer shall allow a woman employee who is nursing a child half an hour twice a day during her working hours for this purpose.

Restriction on dismissal of women employees

79. No employer shall give notice of dismissal to a woman employee who is absent in pursuance of the provisions of sub-sections (1) or (2) of section 78 or who remains absent as a result of illness certified by a medical practitioner to arise out of pregnancy or confinement and rendering her unfit for work: Provided that such additional absence from work shall not exceed three weeks.

CHAPTER III. EMPLOYMENT OF CHILDREN AND OTHER YOUNG PERSONS

Interpretation

80. For the purpose of this part—"night" means a period of at least 12 consecutive hours including the interval between 10 o'clock in the evening and 6 o'clock in the morning; and "ship" means any sea-going ship or boat of any description, and includes publicly-owned ships and boats: Provided that the Resident Commissioners by Joint Rules exclude from this definition ships of less than a prescribed minimum tonnage and carrying a crew of less than a prescribed minimum number.

Employment of children under 12

81. A child under the age of 12 shall not be employed except on light work of an agricultural or domestic character in which members of the employer's family are employed with him, or on agricultural light work carried on collectively by the local community.

Employment of persons under 15

82. A person under the age of 15 shall not be employed on work:

- (a) in any industrial undertaking, or in any branch thereof except in employment approved by the Resident Commissioners in Joint Rules; or
- (b) on any ship.

Employment of persons under 16

83. A person under the age of 16 shall not be employed underground in any mine.

Employment of persons under 18

84. A person under the age of 18 shall not be employed or work:
- (a) underground in any mine unless he has attained the age of 16 and produces a medical certificate attesting his fitness for such work.
 - (b) on any ship as a trimmer or stoker except on a ship mainly propelled by means other than steam: Provided a person between the ages of 16 and 18 may be employed as a trimmer or stoker on a ship exclusively engaged in the coastal trade if he is certified by a medical practitioner to be physically fit for such work;
 - (c) on any kind of work on a ship unless certified by a medical practitioner to be fit for such work: Provided that in urgent cases the Inspector of Labour may permit the embarkation of a person under the age of 18 without prior medical examination, and in such case the employer shall at his own expense have such a person medically examined at the first place of call at which there is a medical practitioner, and should such practitioner not attest such person as fit for the work, the employer shall at his own expense return such person as a passenger to the port or place where he was engaged, or to his home, whichever is the nearer;
 - (d) during the night in any industrial undertaking: Provided that a person over the age of 16 may be so employed with the permission in writing of the Inspector of Labour.

Register of young persons

85. Every employer in an industrial undertaking and every master of a ship shall keep a register of all persons under the age of 18 years employed in such undertaking or on such ship, and shall enter therein the names of such employed young persons, the dates of their birth and the dates when their employment begins and ceases. Such register shall be open to inspection by the Inspector of Labour.

Presumption of age

86. In the case of proceedings in respect of an offence under the provisions of this part the Joint Court shall be empowered to determine the age of the person employed and to decide whether the offender has acted in good faith.

CHAPTER IV. WEEKLY DAY OF REST

Every worker entitled to weekly day of rest

87. Every worker shall be entitled to a weekly rest of 24 consecutive hours which shall normally fall on a Sunday except where another day has been fixed by agreement between worker and employer or in any trades where it is usual to take another day: Provided that in any undertaking where work is continuous and where simultaneous taking of the day of rest by all the staff would be to the prejudice of either the public or the proper working of the undertaking the management may grant the weekly day of rest by rotation or may divide it into two half-days. In such case the allocation of the weekly day of rest shall be posted up at the place of work.

CHAPTER V. HOLIDAYS AND TRANSPORT

Definition of effective service

88. In this chapter "effective service" shall mean periods of time actually worked together with periods of absence caused by:

- (a) an accident at work duly certified by a recognised medical practitioner;
- (b) illness arising from employment duly certified by a recognised medical practitioner;
- (c) maternity leave up to a maximum period of six weeks;
- (d) illness duly certified by a recognised medical practitioner up to a maximum period of three months.

Entitlement to holiday

89. (1) Except where more favourable conditions are provided for in individual contracts, entitlement to paid holidays shall be acquired at the rate of one working day for each month of effective service: Provided that in agricultural undertakings such entitlement shall be acquired at the rate of one working day for each two months of effective service.

(2) When the number of working days calculated in this manner is not a complete number the length of the holiday shall be brought to the nearest complete number above.

(3) Provided that he has carried out a minimum of six months effective service with the same employer, and subject to the provisions of sub-section (1) of this section and section 90 of this Regulation, every worker in employment at the date when this Regulation comes into force shall be entitled to paid holiday as though his employment had commenced six months before such date.

(4) The length of the holiday provided for in sub-section (1) of this section shall be increased at the rate of two working days after twenty years, by four working days after twenty-five years, and by six working days after thirty years service in the same undertaking, whether continuous or not.

When entitlement acquired

90. Entitlement to paid holidays shall be acquired:

- (a) in the case of any worker employed on a contract for a specified period: at the expiry of the contract;
- (b) in the case of any worker engaged for an unspecified period: after working for one year with the same employer:

Provided that such worker shall have the right at his own request to accumulate his entitlement to holiday for a period of two years and provided further that this period may be extended to a maximum of three years by agreement with the employer.

Manner in which holiday to be taken

91. (1) The holiday shall be given and taken in one period: Provided that if the employer and the worker so agree such holiday may be taken in a maximum of two separate parts.

(2) If the employer and the worker so agree, the holiday, or either of its parts, may be taken wholly or partly in advance before the worker has acquired entitlement thereto.

(3) The date of commencement of holiday shall be fixed by the employer, who shall inform the worker thereof at least fifteen days in advance.

(4) No holiday may be postponed for more than three months: Provided that with the agreement of the Inspector of Labour the holiday may be further postponed in any cases where the efficiency of the undertaking so requires and provided further that the family situation and seniority of the worker shall be taken into consideration before such postponement is granted.

(5) The provisions of the preceding subsection shall not apply to any worker recruited outside the Group on a contract for a specified period who shall not be permitted to work for more than four years without taking a holiday.

Remuneration during holiday

92. The employer shall pay to the worker during his holiday remuneration at least equal to the average wages and allowances received by the worker during the twelve months preceding the commencement of the holiday: Provided that such remuneration shall not include bonuses, overtime payment, expatriation allowances or reimbursement of expenses.

Entitlement when contract terminated

93. (1) If a contract of employment expires or is broken before the worker has acquired entitlement to holiday, an allowance calculated on the basis of the entitlement provided for in section 89 of this Regulation shall be paid in the place of holiday: Provided that where the contract has been broken by the worker such allowance shall only be payable on condition that the worker has accomplished at least six months effective service and provided further that in the case of hourly or daily paid workers one month's effective service shall mean twenty-two days work carried out within the month.

(2) The Resident Commissioners may make Joint Rules varying the period of effective service and the equivalent provided for respectively in sub-sections (2) and (3) of this section.

Payment of travel costs

94. (1) Subject to the provisions of section 97 of this Regulation, every employer shall bear the travel costs of his workers, together with their wives and dependent children:

- (a) between the worker's normal place of residence and his place of employment and between his place of employment and his place of normal residence—
on the expiration of a contract for a specified period; in the case of termination of a contract when the worker has acquired entitlement to paid holiday under the provisions of section 89 of this Regulation;
in the case of breach of contract by the employer or as the result of a serious offence committed by the latter;
in the case of breach of contract due to the inability of the worker to fulfil the contract owing to sickness or accident;
in the case of breach of contract due to force majeure;
- (b) between the place of employment and the normal place of residence and *vice versa* in the case of normal holidays. Return travel to the place of employment shall only be paid for by the employer if the contract has not expired before the date on which the holiday ends and if the worker is on that date fit to resume work: Provided that the contract of employment may prescribe a minimum tour not exceeding twelve months, below which the travel costs of the worker's family shall not be borne by the employer.

(2) In this section and in section 96 of this Regulation the expression "travel costs" means the cost of the transport of persons and baggage, the cost of subsistence during the journey and, where appropriate, the cost of subsistence during the period between the date of expiration, termination or breach of contract and the date of departure.

Conditions of transport

95. The worker's conditions of transport shall be determined by his position in the undertaking in accordance with rules made by the employer or by local usage: Provided that every employer shall ensure that the worker is transported in proper conditions of comfort.

Proportional payment of travel costs

96. When a contract is terminated for any cause other than those provided for in section 94 of this Regulation or as a result of a serious offence committed by the worker the employer shall bear travel costs proportionate to the length of the worker's service in respect of both the journey to and from his place of employment.

Duration of entitlement

97. After leaving the service of his former employer any worker may avail himself of his holiday entitlement and travel costs within a maximum period of two years counting from the date on which he ceased to work for the said employer: Provided that travel shall only be paid for by the employer if the worker actually makes the journey.

CHAPTER VI. SAFETY PRECAUTIONS AND MEDICAL FACILITIES

Dangerous working conditions

98. (1) Every employer shall take steps as soon as possible to remedy any working conditions which may be dangerous for the health or welfare of his workers.

(2) The Inspector of Labour may issue a written notice to any employer recording any offences or dangerous conditions discovered and fixing the maximum period within which they shall be eliminated.

Notification of accidents

99. (1) Every employer shall within the shortest possible time inform an Inspector of Labour, giving all relevant details, of any accident at work or illness arising from work that has occurred in his undertaking.

(2) Failing action by the employer such declaration may be made by the worker concerned or his representative up to the end of the second year following the date of the accident or the first occasion on which a medical examination revealed the existence of an illness arising from work.

First-aid and medical treatment

100. (1) Every undertaking or establishment shall provide free first-aid in the case of an accident or illness befalling any worker, or his dependants if they are accommodated on the premises of the undertaking.

(2) The employer shall send to the nearest medical centre any injured or sick persons to whom the necessary treatment cannot be given on the spot but who are in a fit state to be moved.

(3) If the employer has not proper means of transport immediately available he shall inform the nearest District Agent as soon as possible and the latter shall take the steps necessary to evacuate the patient.

(4) In the case of an accident at work any expenditure incurred under the provisions of sub-section (3) of this section shall be refunded by the employer to the administration at the official rate for the transport of patients.

(5) Every employer shall have permanently available such medicines, dressings and equipment as are necessary for first-aid.

CHAPTER VII. RULES OF UNDERTAKINGS

Managements may make rules

101. (1) The management of any undertaking may make rules which shall relate exclusively to the technical organisation of the work of the undertaking, to discipline and to requirements concerning hygiene or safety necessary to the proper operation of the undertaking.

(2) Before bringing such rules into force the management of the undertaking shall submit them to the Inspector of Labour for approval, which may be withheld if they contain anything that is contrary to the provisions of this Regulation.

(3) Rules shall be exhibited at the place of work.

PART VI

CONTROL

Declaration of staff to be made

102. (1) Every undertaking, every establishment thereof, and every public service employing wage earners, shall between the 1st and 31st of December each year forward to the Resident Commissioner of the same nationality or in the case of the joint public services and of undertakings owned by New Hebrideans to both Resident Commissioners a declaration showing:

- (a) the date of opening of the establishment;
 - (b) where appropriate, the date on which the Articles of Association were filed with the appropriate authorities;
 - (c) the nature of the undertaking; and
 - (d) the numbers of workers employed in the various trade categories of the undertaking on the 30th of November immediately preceding the date of declaration: Provided that paragraphs (a), (b) and (c) shall not apply to Public Services.
- (2) These provisions shall not apply to domestic staff.

Sub-contractors

103. Every head of an undertaking or manager of an establishment shall make a declaration of the labour employed by the sub-contractors whose services he is using.

Employer's Register

104. Every employer shall keep permanently up to date at the place of work a register, known as the "Employer's Register", in such form as may be prescribed in Joint Rules: Provided that undertakings employing less than 10 workers shall be exempt from the provisions of this section.

Appointment of Inspectors of Labour

105. (1) Each Power shall appoint an officer to carry out the duties of Inspector of Labour.

(2) In this Regulation and any Joint Rules made under the provisions thereof and unless the contrary is stated, "Inspector of Labour" shall mean the Inspector of Labour of the Power of which the employer is a dependant and, when the employer is a New Hebridean native, either Inspector of Labour: Provided that when the employer is a New Hebridean native the first Inspector of Labour to whom any dispute between such employer and his workers is referred shall alone be competent.

Powers of Inspectors

106. (1) Every Inspector of Labour shall be empowered:

- (a) to enter without hindrance and without prior notice at any time of the day or night onto any premises subject to inspection;
- (b) to enter during the daytime any premises which he may reasonably suppose to be subject to inspection;
- (c) to carry out any investigation or enquiry considered necessary to ensure that the law is properly complied with and in particular:
 - (i) to question either alone or in the presence of witnesses any employer or worker regarding any matter relating to the application of the law;
 - (ii) to demand to inspect any books, registers or documents that are required to be maintained by the laws controlling conditions of employment in order to satisfy himself that such books, registers or documents comply with the said laws, or in order to copy them or make extracts therefrom;
 - (iii) to require exhibition of any notices provided for by law;
 - (iv) to take and remove for the purpose of analysis a sample of any matter or substance used or handled by any worker: Provided that the employer or his representative shall be informed that such matter or substance has been taken or removed for such purpose.

(2) When making an inspection, the Inspector of Labour shall inform the employer or his representative of his presence unless he considers that by so doing he would prejudice the effectiveness of his inspection.

Inspectors may report offences

107. (1) Each Inspector of Labour may report offences against this Regulation and the Joint Rules made in application thereof and such report shall be accepted as fact unless proof to the contrary is provided.

(2) Each Inspector of Labour shall be empowered to refer any report direct to the Court having jurisdiction.

(3) Every such report shall be communicated to the person concerned or to his representative by means of a certified true copy failing which any subsequent proceedings shall be null and void.

District Agents

108. Every District Agent shall be a legal deputy of the Inspector of Labour of his own nationality within his own district when the Inspector is absent or for any reason unable to attend. Each Inspector of Labour may delegate all or part of his powers to the District Agents of his own nationality.

Labour Advisory Committee

109. A Labour Advisory Committee shall be set up to assist the Resident Commissioners who shall make Joint Rules to determine its functions, membership and rules of operation.

PART VII

TRADE DISPUTES

Interpretation

110. "Trade dispute" means any dispute between employers and workmen or between workmen and workmen, which is connected with the employment or non-employment, or with the terms of the employment, or with the conditions of labour of any person.

Individual trade disputes

111. (1) Any worker or any employer may request the Inspector of Labour to settle an individual trade dispute by conciliation.

(2) A memorandum recording conciliation or non-conciliation, as the case may be, shall be prepared by the Inspector of Labour and signed by himself and the parties concerned. A memorandum of conciliation shall be binding on all parties concerned.

(3) If conciliation does not succeed either party to the dispute may lay the matter before the Joint Court.

Collective trade disputes

112. (1) Every collective trade dispute shall be referred to the appropriate Inspector of Labour for conciliation.

(2) If conciliation is not successful the dispute shall be submitted to the Resident Commissioners for the appointment of a Labour Arbitration Board.

Labour Arbitration Boards

113. On receiving a report of a trade dispute of a collective nature the Resident Commissioners shall within seven days jointly appoint a Labour Arbitration Board to enquire into and advise upon the dispute. The composition, powers and procedure of Labour Arbitration Boards shall be laid down in Joint Rules by the Resident Commissioners: Provided that such Boards shall be presided over by a Judge or Judges of the Joint Court and the members shall be persons with knowledge of labour problems.

Offences

114. (1) The members of any trade union or group of workmen who strike or the members of any employers' association or group of employers who declare, or any employer who declares, a lock-out without reporting a trade dispute of a collective nature to a Labour Inspector in accordance with section 112 or who, having so reported such a dispute, do so before the appointment of a Labour Arbitration Board under section 113 or within 30 days of such appointment, shall be guilty of an offence against this Joint Regulation and shall be liable:

- (a) in the case of employers, to payment to the workmen of wages lost by them in consequence of the lock-out;
- (b) in the case of workmen, to loss of the right of notice prior to dismissal and to damages for breach of contract;
- (c) in the further case of employers and by joint decision of the Resident Commissioners to forfeit the right for a period of two years to be members of any advisory committee on labour matters.

(2) A strike or lock-out declared after publication of the findings of a Labour Arbitration Board or after the expiry of thirty days from the appointment of the Board shall not constitute a breach of contract.

Existing trade unions

115. The provisions of this Joint Regulation shall not affect the legality or rights of an existing trade union, regardless of whatever legal system it may be established under. Such trade unions may at any time be reconstituted under the provisions of that legal system or amalgamated with a trade union constituted under the provisions of this Joint Regulation.

PART VIII

PENALTIES

116. (a) Any person who is guilty of an offence against the provisions of sections 5, 7, 8, 17, 50 sub-sections (1), (3), (4) and (5), 51, 52, 87, 101 and 104;

(b) Any employer who fails to arrange for a worker to be medically examined in compliance with section 6 of this Regulation, who knowingly continues to employ a worker declared to be unfit for work or who refuses to pay the return travel costs of such worker in compliance with the said section; and

(c) Any employer, his agent or his servant who fails to comply with the provisions of section 61 requiring the display of prices;

shall in the case of a first offence be liable upon conviction to a fine not exceeding £Stg.10 or its equivalent in francs at the current rate of exchange and for a second or subsequent offence to a fine not exceeding £Stg.20 or its equivalent in francs at the current rate of exchange.

117. Any person who is guilty of an offence against the provisions of:

(a) sections 8, 26, 56, 57, 58, 62, 65, 66, 67, 68, 69, 70, 71, 75, 77, 78, 79, 81, 82, 83, 84, 85, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, sub-section (1) and 100; or

(b) any Joint Rules enacted under the provisions of section 44, shall for a first offence be liable upon conviction to a fine not exceeding £Stg.20 or its equivalent in francs at the current rate of exchange, and for a second or subsequent offence to a fine not exceeding £Stg.40 or its equivalent in francs at the current rate of exchange, or to a term of imprisonment not exceeding 10 days or to both such fine and imprisonment: Provided that a sentence of imprisonment shall be mandatory for a second or subsequent offense against the provisions of section 56.

118. (a) Any person who is guilty of an offence against the provisions of section 3 forbidding the use of forced labour or section 50 sub-section (2) forbidding the payment of wages in alcohol or alcoholic liquor;

(b) any person who has by means of violence, threats, deceit, fraud or promises, compelled or attempted to compel a worker to take employment against his will or who by the same means has prevented or attempted to prevent him from taking employment or from respecting the obligations imposed upon him by a contract of employment;

(c) any person who by means of a fictitious contract has caused himself to be engaged or has wilfully or knowingly taken the place of another worker;

(d) any person who has wilfully made a false declaration of an accident at work or illness arising from work;

(e) any employer, his agent or servant who has wilfully or knowingly recorded upon an employer's register or any other document false statements regarding the duration and conditions of work performed by a worker, and any worker who has made wilful or knowing use of such statements;

(f) any employer, his agent or servant who has wilfully or knowingly engaged, attempted to engage or retain in his employment a worker who is still bound to another employer by a contract of employment, an apprentice who is still bound by an agreement of apprenticeship or a trainee undergoing instruction in a technical training establishment,

(g) any person who has demanded or accepted from any worker any financial consideration in return for having acted as an intermediary in connection with the settlement or payment of wages or allowances or expenses of any kind

shall for a first offence be liable, upon conviction, to a fine not exceeding £Stg.100 or its equivalent in francs at the current rate of exchange, or to a term of imprisonment not exceeding three months, or to both such fine and imprisonment, and in the case of a second or subsequent offence to a fine not exceeding £Stg.200 or its equivalent in francs at the current rate of exchange, or a term of imprisonment not exceeding six months, or to both such fine and imprisonment: Provided that nothing that is herein contained shall affect the right of any injured party to bring an action for damages.

119. (1) Any person who has obstructed or attempted to obstruct any Inspector of Labour in the execution or exercise of the duties and powers conferred upon him by this Regulation shall for a first offence be liable to a fine not exceeding £Stg.100 or its equivalent in francs at the current rate of exchange, or to a term of imprisonment not exceeding three months, or to both such fine and imprisonment: Provided that in the case of a second offence such a person shall be liable to a fine not exceeding £Stg.200 or its equivalent in francs at the current rate of exchange, or to a term of imprisonment not exceeding six months, or to both such fine and imprisonment, and provided further that in the case of a third or subsequent offence a sentence of imprisonment shall be mandatory.

Payment of fines

120. (1) Any fine inflicted in pursuance of the provisions of this part shall be payable as many times as there have been offences: Provided that the total amount payable shall not exceed 50 times the maximum rate fixed for the offence.

(2) The provisions of sub-section (1) of this section shall in particular be applicable when several workers have been employed under conditions which contravene this Regulation.

(3) In this part "second or subsequent offence" means an offence which has been committed within five years of a previous conviction for the same offence: Provided that in the cases of offences, the penalties for which are set out in sections 116 and 117 this period shall be reduced to 12 months.

Responsibility of employers

121. Heads of undertakings shall be responsible at civil law for convictions against their agents or servants.

PART IX

TRANSITIONAL PROVISIONS

Application

122. (1) The provisions of this Joint Regulation shall apply to all individual contracts currently in force: Provided that they shall not operate so as to authorise the breach of any such contract and provided further that they shall not affect any rights acquired by any worker by virtue of such contract.

(2) Any clause of a contract of employment that is not in conformity with the provisions of this Regulation or any Joint Rules made in application thereof shall be amended not later than six months after the date of signature of the said Regulation and Rules.

Rules

123. The Resident Commissioners may, acting jointly, make Rules for the better carrying out of the provisions of this Joint Regulation.

124. This Regulation may be cited as the Joint Labour Regulation No. of 196 and shall come into operation upon the date of its publication in the Condominium Gazette.

MADE at Vila this day of 196

The Resident Commissioner
for the French Republic:

Her Britannic Majesty's
Resident Commissioners:

[TRANSLATION¹ — TRADUCTION²]

The French Ambassador to the Secretary of State for Foreign Affairs

EMBASSY OF FRANCE

London, 14 February, 1967

Your Excellency,

I have the honour to acknowledge the receipt of your letter of today's date which reads as follows:

[*See note I*]

In reply, I have the honour to inform you that the foregoing proposal has the agreement of the French Government who therefore approve Your Excellency's suggestion that your letter and the present reply should be considered as formally recording the agreement of the two Governments to amend accordingly the said Protocol of 6 August 1914 with immediate effect.

I take this opportunity to renew to Your Excellency the assurances of my highest consideration and I have the honour to be Your humble and obedient Servant,

G. DE COURCEL

¹ Translation by the Government of the United Kingdom.

² Traduction du Gouvernement du Royaume-Uni.