

THE EMPLOYMENT RELATIONS ACT

Regulations made by the Minister under section 93 of the Employment Relations Act

1. These regulations may be cited as the Cleaning Enterprises (Remuneration) Regulations 2013.

2. In these regulations –

"accounts clerk" means a worker who performs one or more of the following duties –

- (a) receiving cash and keeping relevant records;
- (b) preparing money for deposits in bank and arranging withdrawals;
- (c) effecting bank deposits and withdrawals;
- (d) making up wage packets and wage sheets; and
- (e) doing related work as may be required;

"cleaner" means a worker engaged in the general cleaning, and keeping in orderly condition, of premises;

"cleaning enterprise" means the enterprise engaged in the general cleaning, and keeping in orderly condition, of premises, streets and other public places;

"clerk" –

- (a) means a worker who performs clerical or similar duties; and
- (b) includes a typist;

"continuous employment" means the employment of a worker under an agreement or under more than one agreement where the interval between one agreement and the next does not exceed 28 days;

"driver" means a worker in possession of a valid driving licence for the vehicle he is required to drive and who –

- (a) drives a motor vehicle for transport of refuse, materials or personnel;

- (b) makes minor repairs and keeps the vehicle clean and in good running order;
- (c) carries out daily routine maintenance and checks; and
- (d) reports any mechanical defects promptly to his employer;

"driver grade I" means a worker who drives a vehicle of 10 tonnes or more;

"driver grade II" means a worker who drives a vehicle of more than 5 tonnes and less than 10 tonnes;

"driver grade III" means a worker who drives a vehicle of not more than 5 tonnes;

"earnings" –

- (a) means basic wages; and
- (b) includes –
 - (i) wages earned for extra work under paragraph 2 of the Second Schedule;
 - (ii) remuneration paid under paragraphs 5, 6, 10, 13(1)(a), (2) and (3), 14 and 17 of the Second Schedule; and
 - (iii) any productivity payment;

"helper" means a worker who accompanies a driver for the purpose of loading and unloading refuse or materials carried in the vehicle;

"lavatory attendant" means a worker who –

- (a) cleans lavatories and maintains their tidiness; and
- (b) is called upon, as and when required, to perform the duties of a scavenger;

“productivity payment” –

- (a) means any sum of money, by whatever name called, paid to a worker, in respect of any work performed by him, in addition to the basic wages agreed upon between him and his employer and which is related to productivity;
- (b) does not include payments such as meal allowance, transport allowance or any other allowances or payments not related to productivity;

"receptionist/telephonist" means a worker who performs one or more of the following duties –

- (a) operating a telephone switchboard;
- (b) receiving, recording and passing telephone messages;
- (c) supplying information to callers and directing them to persons called upon;
- (d) keeping records of callers; and
- (e) doing related work as may be required;

“refuse” includes household refuse as well as garden or yard refuse, waste, whether solid or otherwise, including hazardous waste, clinical waste and pharmaceutical waste, litter or anything which is being disposed of;

"scavenger" means a worker who –

- (a) cleans streets and other public places; and
- (b) collects refuse;

“short-term contract” means a contract of employment of more than one month and less than 12 months;

"store clerk" means a worker who is responsible for the procurement, receipt, custody and issue of materials in a store and the keeping of records thereof;

"supervisor" means a worker who –

- (a) is responsible for supervising the work of other workers; and
- (b) is called upon, as and when required, to record the attendance of workers under his supervision;

"vehicle attendant" means a worker who accompanies a driver for the purpose of changing flat tyres and securing any cargo carried by the vehicle and doing similar light duties;

"worker" –

- (a) means a person who works under a contract of employment with a cleaning enterprise, whether the contract is oral or in writing;
- (b) does not include a worker –
 - (i) whose conditions of employment are governed by any other Remuneration Regulations;
 - (ii) employed by a statutory body or a local authority, as the case may be, whose conditions of employment are governed by the recommendations made by the Pay Research Bureau, or a salary commission, by whatever name called.

3. (1) Subject to the other provisions of this regulation and regulation 5, every worker shall be –

- (a) remunerated at the rates specified in the First Schedule; and
- (b) governed by the conditions of employment specified in the Second Schedule.

(2) The rates specified in the First Schedule are inclusive of the appropriate additional remuneration payable under the Additional Remuneration (2013) Act 2012.

(3) Where a worker is in the continuous employment of an employer in a category to which a scale of wages as set out in the First Schedule applies, the worker shall be entitled to one increment for each completed year of service in the category until the worker reaches the top wages of the scale.

4. Any agreement by a worker to relinquish his right to a paid holiday or to forego such holiday shall be void.

5. Nothing in these regulations shall –

- (a) prevent an employer from –
 - (i) paying a worker remuneration at a rate higher than that specified in the First Schedule;
 - (ii) providing a worker with conditions of employment more favourable than those specified in the Second Schedule;
 - (b) authorise an employer to reduce a worker's remuneration or to alter his conditions of employment so as to make them less favourable to the worker.
- 6.** The Cleaning Enterprises (Remuneration Order) Regulations 1995 are revoked.
- 7.** These regulations shall come into operation on 1 August 2013.

Made by the Minister on 23 July 2013.

FIRST SCHEDULE
[Regulations 3 and 5]

Category of worker	Year of service	Monthly basic wages (Rs)
Supervisor	1st year	9,365
	2nd year	9,590
	3rd year	9,815
	4th year	10,040
	5th year	10,265
	6th year	10,490
	7th year	10,740
	8th year and thereafter	10,990
Accounts Clerk	1st year	8,230
	2nd year	8,410
	3rd year	8,610
	4th year	8,810
	5th year	9,010
	6th year	9,210
	7th year	9,410
	8th year and thereafter	9,635
Store Clerk	1st year	8,230
	2nd year	8,410
	3rd year	8,610
	4th year	8,810
	5th year	9,010
	6th year	9,210
	7th year	9,410
	8th year and thereafter	9,635

Clerk	1st year	7,953
	2nd year	8,136
	3rd year	8,318
	4th year	8,495
	5th year	8,695
	6th year	8,895
	7th year	9,095
	8th year and thereafter	9,295
Receptionist/Telephonist	1st year	7,448
	2nd year	7,630
	3rd year	7,813
	4th year	7,995
	5th year	8,178
	6th year	8,360
	7th year	8,560
	8th year and thereafter	8,760
Driver Grade I	1st year	8,193
	2nd year	8,375
	3rd year	8,575
	4th year	8,775
	5th year	8,975
	6th year	9,175
	7th year	9,375
	8th year and thereafter	9,575

Driver Grade II	1st year	7,901
	2nd year	8,084
	3rd year	8,266
	4th year	8,445
	5th year	8,645
	6th year	8,845
	7th year	9,045
	8th year and thereafter	9,245

Driver Grade III	1st year	7,646
	2nd year	7,828
	3rd year	8,011
	4th year	8,193
	5th year	8,375
	6th year	8,575
	7th year	8,775
	8th year and thereafter	8,975

Scavenger	1st year	7,085
	2nd year	7,235
	3rd year	7,390
	4th year	7,573
	5th year	7,755
	6th year	7,938
	7th year	8,120
	8th year and thereafter	8,303

Lavatory Attendant	1st year	7,085
	2nd year	7,235
	3rd year	7,390
	4th year	7,573
	5th year	7,755
	6th year	7,938
	7th year	8,120
	8th year and thereafter	8,303

Helper	1st year	6,935
	2nd year	7,085
	3rd year	7,235
	4th year	7,390
	5th year	7,573
	6th year	7,755
	7th year	7,938
	8th year and thereafter	8,120

Cleaner	1st year	6,935
	2nd year	7,085
	3rd year	7,235
	4th year	7,390
	5th year	7,573
	6th year	7,755
	7th year	7,938
	8th year and thereafter	8,120

Vehicle Attendant	1st year	6,785
	2nd year	6,935
	3rd year	7,085
	4th year	7,235
	5th year	7,390
	6th year	7,573
	7th year	7,755
	8th year and thereafter	7,938

SECOND SCHEDULE
[Regulations 3(1)(b) and 5]

1. Normal working hours

(1) A normal working week shall –

- (a) be of 45 hours;
- (b) be completed in any period of 6 consecutive days.

(2) A normal day's work shall consist of such number of hours as agreed upon between the employer and the worker, but shall not exceed 8 hours' actual work, excluding time allowed for meal and tea breaks.

(3) Where a worker's normal day's work consists of 8 hours, he may on one day of the week, agreed upon between the employer and the worker, stop work after 5 hours' work and the employer shall pay him a full day's wages in respect of that day.

(4) The normal working week for every worker may begin on any day, including a public holiday.

(5) Every worker shall be entitled –

- (a) on every working day to –
 - (i) a lunch break of one hour; and
 - (ii) 2 tea breaks of 10 minutes each;
- (b) to a rest day in each working week and the rest day shall, at least twice a month, be a Sunday, except where his services are required in special circumstances.

2. Extra work

Subject to paragraph 10, where a worker –

- (a) works on a public holiday, he shall be remunerated –
 - (i) at twice the basic rate for every hour up to the number of hours of work agreed upon between the worker and the employer; and
 - (ii) thereafter, at 3 times the basic rate per hour;

- (b) performs more than a normal day's work on any day, other than a public holiday, he shall be remunerated at one and a half times the basic rate per hour for every additional hour of work.

3. Notional calculation of basic rate

For the purpose of determining remuneration due for extra work or for any other reasons –

- (a) a month shall be deemed to consist of 26 days; and
- (b) a day shall be deemed to consist of the agreed number of hours, but shall not exceed 8 hours.

4. Payment of remuneration

(1) Every worker shall be paid his wages during working hours and not later than the last working day of the pay period.

(2) Every employer shall, at the time of paying the wages of a worker, issue to the worker a payslip stating, *inter alia* –

- (a) the name, National Identity Card Number, job title and grade of the worker;
- (b) the basic wage and each item of allowance;
- (c) all deductions made and the reason therefor;
- (d) the total number of days on which the worker was present at work;
- (e) the number of hours of extra work performed by the worker at the relevant rates applicable and the corresponding extra payment; and
- (f) the total wages.

5. Annual leave

(1) Where a worker remains in continuous employment with the same employer for a period of 12 consecutive months, the worker shall, in the following 12 months, be entitled to 16 days' annual leave on full pay.

(2) Where an employer and a worker are unable to agree as to when the leave specified in subparagraph (1) is to be taken, half of the leave period shall be fixed by the employer and the other half by the worker.

(3) (a) Subject to subparagraph (b), where a worker, other than a worker referred to at subparagraph (1), has completed an aggregate period of employment of not less than 12 months over a period of not more than 24 months with the same employer, the worker shall be entitled to one day's annual leave for each subsequent month of service, where the interval between 2 contracts does not exceed 12 months.

(b) An application for the leave under subparagraph (a) shall be made to the employer and the leave shall, subject to the approval of that employer, be taken at such times as the worker elects.

(4) Subject to subparagraph (5), where a worker has not taken or been granted all the leave to which he is entitled under subparagraph (1) or (3), he shall be paid a normal day's pay in respect of each day's annual leave still due to him at the end of that period or at the end of his contract.

(5) Subparagraph (4) shall not apply where a worker is dismissed for misconduct.

6. Sick leave

(1) Subject to subparagraph (5), a worker who remains in continuous employment with the same employer for a period of 12 consecutive months shall, during the following 12 months, be entitled to 21 days' sick leave on full pay.

(2) Where, at the end of the period of 12 consecutive months, a worker has not taken the sick leave to which he is entitled under subparagraph (1), any outstanding sick leave shall be accumulated to a maximum of 90 working days.

(3) Where a worker has exhausted the sick leave provided for under subparagraph (1) and the worker has wholly spent time –

(a) in a hospital, public or private;

(b) for convalescence purposes, after discharge from a public or private hospital, certified by a medical practitioner,

any additional sick leave granted may be deducted from the accumulated sick leave.

(4) Where a worker, other than a worker referred to at subparagraph (1), has completed an aggregate period of employment of not less than 12 months over a period of not more than 24 months with the same employer, he shall be entitled to one day's sick leave for each subsequent month of service, where the interval between 2 contracts does not exceed 12 months.

(5) (a) Where a worker is absent on grounds of sickness, he shall, except where the employer is aware of the nature of the sickness, notify the employer of the sickness as soon as possible.

(b) A worker who is sick for more than 4 consecutive days shall forward a medical certificate to his employer –

(i) where the worker was admitted to a public or private hospital, within 3 days following his discharge; and

(ii) in any other case, on the fifth day of absence.

(6) An employer may, at his discretion and at his own expense, cause a worker who is absent on grounds of sickness to be medically examined by a medical practitioner of the employer's choice.

7. Transport benefits and facilities

(1) Every worker shall, either be entitled to free transport or, where no free transport is available, be paid the return bus fare if the distance between his residence and the place where he reports for work exceeds 3 kilometres.

(2) Where a worker is required by his employer to attend or cease work at any time when no public bus service is available, the employer shall, irrespective of the distance between the place of residence and the place of work, provide the worker with appropriate free means of transport from the worker's residence to his place of work or from the worker's place of work to his residence or both, as the case may be.

(3) Subject to the distance limit specified in subparagraph (1), every worker who attends work by his own means of transport shall be entitled to an allowance equivalent to the corresponding return bus fare.

(4) No worker shall be transported in any vehicle or any part thereof where he may be exposed to refuse.

(5) The vehicle referred to under this paragraph shall be properly fitted with well-secured seating and back-rest facilities.

8. Meal allowance

(1) Where a worker is required to perform more than 2 hours' extra work after having completed a normal day's work, he shall, in addition to any remuneration due for overtime work, be provided by the employer with an adequate free meal or be paid a meal allowance of 70 rupees per day.

(2) The meal allowance specified in subparagraph (1) shall be paid not later than on the last working day of the pay period.

9. Protective equipment

(1) Every employer shall provide –

- (a) all workers, except accounts clerk, store clerk, clerk and receptionist/telephonist, with –
 - (i) 2 uniforms and 2 pairs of boots or protective shoes, whichever is appropriate, every year;
 - (ii) appropriate gloves, which shall be replaced as and when they become unserviceable;
 - (iii) a raincoat every 2 years;
- (b) all workers who are directly or indirectly exposed to refuse or noxious substances with a respiratory mask which shall be renewed as and when it becomes unserviceable;
- (c) every scavenger, cleaner and lavatory attendant with a cap every year.

(2) Every employer shall provide to a worker the protective equipment referred to in subparagraph (1) as soon as the worker assumes duty.

10. Extra remuneration for public holidays

(1) Where a worker, other than a monthly-paid worker, remains in continuous employment with the same employer for a period of 12 consecutive months, the worker shall be entitled, in the following 12 months, to a normal day's pay in respect of every public holiday, other than a Sunday, that occurs while he is in the service of the employer and on which he is not required to work.

(2) Where a worker is required to work on a public holiday other than a Sunday, the worker shall be paid, at the end of the next pay period –

- (a) in the case of a worker who would otherwise have been entitled to a normal day's pay under subparagraph (1), the normal day's pay;
- (b) in the case of a monthly-paid worker, his monthly wage,

in addition to any remuneration due to him under paragraph 2.

11. Death grant

(1) Where a worker who has remained in continuous employment with the same employer for at least 12 months dies, the employer shall pay an amount of 3,500 rupees to –

- (a) the surviving spouse of the deceased worker; or
- (b) where the deceased worker leaves no spouse, the person who satisfies the employer that he has borne the funeral expenses.

(2) For the purpose of subparagraph (1) –

"spouse" means the person with whom the deceased worker had contracted a civil or religious marriage and with whom he was living under a common roof at the time of death.

12. End of year bonus

(1) Where a worker remains in continuous employment with the same employer for one year, the worker shall be entitled, at the end of that year, to a bonus equivalent to one twelfth of his earnings for that year.

- (2) Every worker who –
- (a) takes employment during the course of the year;
 - (b) is still in employment as at 31 December; and
 - (c) has performed a number of normal days' work equivalent to not less than 80 per cent of the working days during his employment in that year,

shall be entitled at the end of that year to a bonus equivalent to one twelfth of his earnings for that year.

(3) Seventy-five per cent of the expected bonus specified in subparagraphs (1) and (2), shall be paid not later than 5 clear working days before 25 December and the balance not later than on the last working day of the same year.

- (4) For the purpose of this paragraph, a day on which a worker –
- (a) is absent with his employer's authorisation;
 - (b) reports for work but is not offered work by his employer; or
 - (c) is absent on ground of –
 - (i) illness after notification to his employer under paragraph 6(5); or
 - (ii) injury arising out of and in the course of employment,

shall be reckoned as a working day.

13. Maternity benefits

(1) A female worker who remains in continuous employment with the same employer for a period of 12 consecutive months immediately preceding her confinement, shall, on production of a medical certificate, be entitled to –

- (a) 12 weeks' maternity leave on full pay, to be taken either –
 - (i) before confinement, provided that at least 6 weeks' maternity leave shall be taken immediately following the confinement; or
 - (ii) after confinement; and

- (b) an allowance of 3,000 rupees payable within 7 days of her confinement.

(2) Where a female worker who has been in continuous employment with the same employer for a period of 12 consecutive months immediately preceding the beginning of leave specified in this paragraph, gives birth to a stillborn child, she shall, on production of a medical certificate, be entitled to 12 weeks' leave on full pay.

(3) Where a female worker suffers a miscarriage which is duly certified by a medical practitioner, she shall be entitled to 2 weeks' leave on full pay immediately after the miscarriage.

(4) A female worker who reckons less than 12 months' continuous employment shall not be entitled to the benefits specified in subparagraph (1)(b), but shall be entitled to the maternity leave specified in subparagraph (1)(a) or (2), as the case may be, without pay.

(5) (a) A female worker who is nursing her unweaned child shall, for that purpose, be entitled every day at a time convenient to her and having regard to the need of the child, to at least –

- (i) 2 breaks of half hour; or
- (ii) one break of one hour.

(b) The break specified in subparagraph (a) shall –

- (i) be for a period of 6 months from the date of confinement or such longer period as may be recommended by a medical practitioner; and
- (ii) not be deducted from the number of hours of work of the female worker.

(6) A female worker who has entered into the seventh month of pregnancy shall be offered, as far as is reasonably practicable and at her request, all appropriate working facilities as recommended by her medical practitioner.

14. Vacation leave

(1) A worker who remains in continuous employment with the same employer for a period of not less than 10 years, shall be entitled to a vacation leave of not less than 2 months to be spent wholly or partly abroad, or locally, at the worker's discretion.

(2) Subject to subparagraph (1), at least one month of the vacation leave shall be with pay, and such pay shall, in case the worker intends to spend the vacation wholly or partly abroad, be effected in advance and at least 7 days before the worker proceeds abroad.

(3) A vacation leave shall be deemed to constitute attendance at work.

15. Gratuity on retirement before the age of 60 on medical grounds

(1) Subject to subparagraph (2), an employer shall pay a gratuity to a worker where the worker retires before the age of 60 on the ground of permanent incapacity to perform his work and where such incapacity is duly certified by a government medical practitioner, irrespective of any benefits the worker may be entitled to under the National Pensions Act.

(2) A worker referred to in subparagraph (1) is a worker who has been in continuous employment with the same employer for a period of not less than 5 years.

(3) The gratuity referred to in subparagraph (1) shall be –

- (a) calculated on the basis of 15 days' remuneration per year of service of the worker; and
- (b) paid in a lump sum.

(4) In this paragraph –

“remuneration” –

- (a) means all emoluments, in cash or in kind, earned by a worker under an agreement; and
- (b) includes any sum paid by an employer to a worker to cover expenses incurred in relation to the special nature of his work;

“year of service” shall be computed as from the first day of the period during which a worker has been in continuous employment with the same employer up to his last day of employment.

16. Gratuity at death

(1) Subject to subparagraph (2), where a worker dies, his employer shall, irrespective of any benefits payable under the National Pensions Act, pay a gratuity –

- (a) to the spouse of the deceased worker; or
- (b) where there is no surviving spouse, to the dependants of the deceased worker in equal proportions.

(2) A worker referred to in subparagraph (1) is a worker who has been in continuous employment with the same employer for a period of not less than 5 years.

(3) The gratuity referred to in subparagraph (1) shall be –

- (a) calculated on the basis of 15 days' remuneration per year of service of the deceased worker; and
- (b) paid in a lump sum.

(4) In this paragraph –

"dependant" means any person who was living in a deceased worker's household and was wholly or partly dependent on the worker's earnings at the time of that worker's death;

"remuneration" –

- (a) means all emoluments, in cash or in kind, earned by a worker under an agreement; and
- (b) includes any sum paid by an employer to the worker to cover expenses incurred in relation to the special nature of his work;

"spouse" means the person with whom a deceased worker had contracted a civil or religious marriage and with whom the worker was living under a common roof at the time of that worker's death;

"year of service" shall be computed as from the first day of the period during which a worker has been in continuous employment with the same employer up to his last day of employment.

17. Special leave

Where a worker remains in continuous employment with the same employer for a period of 12 consecutive months, the worker shall be entitled to –

- (a) 6 days' special leave on full pay on the occasion of the celebration of the first religious or civil marriage of the worker;
- (b) 3 days' special leave on full pay on the occasion of the first religious or civil marriage of each of the son or daughter of the worker;
- (c) 3 days' special leave on full pay on the death of spouse, child, father, mother, brother or sister of the worker.

18. Medical facilities

(1) Where a worker is regularly exposed to refuse, dust or noxious substances and emanations –

- (a) while directly involved in the performance of –
 - (i) tasks such as refuse collection and lavatory cleaning;
 - (ii) tasks where chemical substances are being used; or
- (b) while performing work on a regular basis, in confined spaces affected by dust, filth or noxious substances and emanations,

his employer shall cause the worker to undergo a complete medical examination, every 6 months, at the expense of the employer.

(2) Where, in the course of the medical examination under subparagraph (1), a medical practitioner detects any work-related health problem which, in his opinion, necessitates further medical examination or treatment, the medical practitioner may refer the worker to a medical institution for appropriate investigations and all the corresponding expenses shall be borne by the employer.

19. Tools

(1) An employer shall provide every worker with the appropriate tools and cleaning materials which may be required in the performance of his work.

(2) The tools provided under subparagraph (1) shall –

- (a) be replaced as soon as they become unserviceable;
- (b) remain the property of the employer.

20. Compensation

Every worker shall be entitled to a compensation of one day's basic wage for each completed month of service where –

- (a) he has worked for the same employer for more than one month;
- (b) his employment is terminated before the expiry of 12 months for any cause other than misconduct or his short-term contract has come to an end; and
- (c) his attendance has averaged not less than 20 days per month during his employment.

21. Certificate of employment

(1) Where a worker leaves the employment of an employer, the employer shall, not later than the day on which the worker leaves the employment, issue to the worker a certificate stating the duration of employment, the post held and if the worker so desires, the rate of remuneration of the worker.

(2) A certificate issued under subparagraph (1) shall not contain anything unfavourable to the worker.
