A Desk Review on changing work arrangements and the scope of the employment relationship in Suriname

Jimmy Belfor

ILO Subregional Office for the Caribbean
Belfor, J
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I. Desk Review

Suriname’s labour law is a reflection of the Dutch labour law. In fact the present legal system and legal education are based on Dutch literature and jurisprudence.

Labour law is defined as the legal provisions which aim to regulate the individual and collective relations between employers and workers in the private sector (Bakels 1992), in other words, the labour relations of the dependent labour force.

About 19,000 persons belong to the independent labour force. The legal provisions that govern the legal status of this group are not considered to be part of the labour law. Roughly 100,000 persons belong to the active dependent labour force employed in the private and public sector. About 34% of the dependent labour force is employed by the Government. The legal provisions that regulate their labour relations are contained in the Civil Servants Act.

Approximately 55% of the dependent labour force is active in the private sector, performing their duties according to a contract of employment. Provisions regulating their labour relations are mainly contained in the Civil Code.

The Civil Code

The Surinamese Civil Code dates back to 1869, but the Seventh Title A of the third book in this code was included in 1947, with the aim of promoting good labour relations. In this Seventh Title A there are three types of contracts under which labour can be performed namely:

The Contract of Employment
Contracting for work
The Contract to perform certain duties.

The Contract of Employment

The definition in the Civil Code article 1613a for this type of contract is as follows: ‘The Contract of Employment is the agreement, whereby one party, the worker, commits himself in the employ of the other party, the employer, to carry out work for wage during a period of time’.

There are four elements in this definition which determine the contract of employment.

1. Labour
The worker is obligated to perform this labour personally. If not, then there is no contract of employment.

2. Wage
The worker is obligated to perform labour and for which, the employer is obligated to pay a wage.

3. Relation of authority
This element of the contract of employment is not always easy to determine, because it is not always clear. But in any case, according to the definition, the party performing the work must be under the authority of the other party. If there is no relationship of authority, the contract is not considered to be a contract of employment.

4. **A period of time**

In practice, this element is not considered to be a criteria in determining whether or not a contract is considered to be a contract of employment.

**Contracting for Work**

Article 1613 b of the Civil Code gives the following definition for this type of agreement: ‘Contracting for work is the agreement, whereby one party, the contractor, gives out work by contract, to execute a certain job for a certain pay.

Under this definition ‘the execution of a specific job’ mostly means the construction of a structure (e.g. building or bridge). There is also no relationship of authority between the contracting parties and the outcome of the contract is the most important element. Furthermore, the contractor is not obligated to perform the work personally.

**The agreement to perform certain services**

This type of agreement includes those agreements which are neither contracts of employment nor contracting for work. According to the law, the provisions and stipulated conditions of such agreements are applied, or in cases where some issues are not stipulated, usage is applied.

The most important of the three above-mentioned contracts under which labour can be performed is the contract of employment. Any worker entering into an agreement for the execution of work without a relationship of authority falls outside the protection of the labour laws, and is considered to be an independent worker. This criteria determines whether a worker is an independent or a dependent worker. In other words, a worker is considered to be employed by the other party, if he falls under his/her authority. This is the case when the worker is obliged to accept instructions from the employer, with respect to the execution of his tasks. It is not necessary for the employer to issue instructions personally, but sufficient if he has the authority to give such instructions. As long as a worker performs his duties according to a contract of employment (verbal or written) he enjoys protection under the existing labour laws.

If a contract contains elements of a contract of employment as well as elements of any other type of agreement, both set of rules will be applicable. In cases where rules are in conflict with each other, the rules of the contract of employment will overrule the other provisions.

**The Labour Exchange Act (1965)**
The Ministry of Labour in Suriname came into contact with triangular employment relationships for the first time in 1989, when a particular company registered with the Chamber of Commerce as a temporary employment agency. The Labour Inspectorate viewed this company as a labour exchange bureau, and the legal department of the Ministry reported about the difference between a labour exchange bureau and a temporary employment agency.

According to the Act, labour exchange means ‘continued activity with the purpose of assisting employers and persons seeking work in finding workers and employment, respectively.’ The Act distinguishes between public and private labour exchanges as follows:

**Public Labour Exchange**

The services provided by the Labour Exchange Department of the Ministry of Labour.

**Private Labour Exchange (Private Employment Agency)**

All other activities in this respect other than the services provided by the Labour Exchange and may be categorized as follows:

a. Private Labour Exchange for the purpose of making profit (which is prohibited).

b. Private Labour Exchange without the aim of making profit, but for a reimbursement of the expenses incurred. This is only permitted after obtaining a licence from the Minister of Labour.

c. Private Labour Exchange without any compensation whatsoever. This is always permitted.

The activities of a temporary employment agency are of a different nature. The temporary employment agency is not just assisting employers and job seekers in finding workers or employment, but eventually becomes the formal employer of the job-seekers. The agency has a contract of employment with the temporary employment agency worker, but the relationship of authority is, for the most part, delegated to the client.

There are no provisions in existing legislation concerning temporary employment agencies. Most of these agencies operate without a permit, because there is no obligation to obtain one.

In 1989, the unit for Legal and International Affairs within the Ministry of Labour suggested the implementation of an Act on temporary employment agencies, to help sustain good Labour/Industrial relations. Model legislation was formulated in this regard in 1992, but it never reached Parliament to be adopted.

In the absence of specific law related to instances of disguised or ambiguous employment relationships, the rules set out in the Labour Code are applicable.
In Suriname, there have been many instances of false company restructuring. For example, in the bauxite mining industry a great part of the work is performed by ‘contractors,’ the majority of whom are former employees of the company itself who now operate as independent contractors, or work for these independent contractors, without the usual company benefits. There are no rules directly relating to this situation in existing legislation, and there have been no court cases or tribunal judgments in this respect.

If a company wishes to terminate the employment contract with a worker he must first apply for a dismissal permit. This is also the case when a company wishes to lay off a number of its employees due to restructuring. In this application the employers must make it plausible for the Dismissal Board that such action is necessary in order to keep the business operating in an efficient and effective manner, and compete with other companies. The workers can plead their case before the Dismissal Board, and this is the only procedure within the Ministry of Labour for them to be formally consulted.

Termination of employment in collective cases is generally reached through bargaining between the employer and the respective union and when this is not successful, the employer bargains with the individual workers. A Permit for Dismissal is not requested if the agreement to terminate is reached with mutual consent.

Private employment agencies are well covered in the existing Labour Legislation. In fact there is a separate Labour Exchange Act, in which the status of private employment agencies is covered. In 2004 the government brought the ratification of ILO Convention 181 before Parliament and the necessary approval was granted.

Labour contractors fall partly under the definition of contracting for work if the agreement involves the completion of a structure. “The agreement, whereby the one party, the contractor, commits himself with the other party, who gives out by contract, to execute a certain job for a certain pay”. This relation is covered by Article 1613 b of the Labour Code.

In Suriname the term labour contractor is also used for what is described as ‘job contracting’ or ‘labour only contracting’. The parties concerned are free to stipulate the condition of the contract as long as it is not in conflict with the existing laws. People employed by these labour contractors are also called contractors and they are considered to have a contract of employment with the labour contractor, because there is a relationship of authority.

In Suriname the term 'contractor' is also used for people working on a fixed-term employment contract. They also have the same protection as an individual working on the basis of an employment contract for an indefinite period, but in case of dismissal a less stringent procedure is followed.

As previously mentioned, three types of contracts are described in the Labour Code:
- The contract of employment;
Contracting for work;
The agreement to perform certain services.
Where a contract contains elements of a contract of employment or any other type of agreement and these elements conflict with each other, the rules of the contract of employment will be applied.

The existence of a relationship of authority provides a mechanism for establishing or clarifying the relationship between the various parties. If there is a relationship of authority, the agreement is considered to be a contract of employment.

The Labour Exchange Act outlines provisions with respect to labour exchange bureaus or private employment agencies. Whenever the involvement of the agency goes further than assisting job seekers in finding employment and the agency in fact becomes the formal employer, the rules of this Act are no longer applicable. We then speak of a temporary employment agency for which there is no specific legislation as yet.

The existence of a relationship of authority is the mechanism used to determine or to resolve disputes concerning the status of a worker. If there is such a relationship, the worker is considered to be a dependent worker.

In Suriname, people referred to as contractors are almost never organized, so they do not fall under any collective bargaining agreement. Because of this contractors do not have access to the Mediation Board. According to the Labour Dispute Act, only collective labour disputes concerning a collective bargaining agreement can be brought before this Board.

**Workers' Organizations**

The first workers’ organizations in Suriname, the Christian Teachers’ Union Brotherhood, was founded in 1892 namely “Christian Teachers Union Brotherhood”. Since then more and more workers in different economic sectors, have been unionized.

Workers' rights are guaranteed under the Constitution of the Republic of Suriname. These workers' organizations are active in both the private and public sectors. Most of the active workers' organizations are members of one of Suriname’s six trade union federations.

The federations are:
- De Progressieve Werknemers Organisatie (P.W.O.)
- De Progressieve Vakcentrale 47 (C-47)
- Het Algemeen Verbond van Vakverenigingen in Suriname (A.V.V.S. de Moederbond)
- De Organisatie van Samenwerkende Autonome Vakbonden (O.S.A.V.)
- De Federatie voor Agrarische Landarbeiders (F.A.L.)
- De Centrale van Landsdienaren Organisatie (Civil Servants Unions) (C.L.O.).
The Ministry of Labour conducts annual surveys to get information concerning the number of active workers’ organizations and their membership. The data below from the 2001 survey, relates to 5 of the above-mentioned federations.

### Workers' Organization per federation (2001)

<table>
<thead>
<tr>
<th>Economic Sector</th>
<th>C-47</th>
<th>FAL</th>
<th>PWO</th>
<th>OSAV</th>
<th>AVVS</th>
<th>CLO</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture Animal-Husbandry, fisheries, forestry</td>
<td>2</td>
<td>1</td>
<td>2</td>
<td>2</td>
<td>-</td>
<td>-</td>
<td>7</td>
</tr>
<tr>
<td>Mining</td>
<td>2</td>
<td>1</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>3</td>
</tr>
<tr>
<td>Manufacturing</td>
<td>11</td>
<td>5</td>
<td>4</td>
<td>3</td>
<td>-</td>
<td>-</td>
<td>23</td>
</tr>
<tr>
<td>Electricity, gas, water</td>
<td>2</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>2</td>
</tr>
<tr>
<td>Construction</td>
<td>-</td>
<td>1</td>
<td>1</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>2</td>
</tr>
<tr>
<td>Trade, restaurants, hotels</td>
<td>6</td>
<td>1</td>
<td>4</td>
<td>2</td>
<td>-</td>
<td>-</td>
<td>13</td>
</tr>
<tr>
<td>Transport, communication</td>
<td>5</td>
<td>1</td>
<td>-</td>
<td>7</td>
<td>-</td>
<td>-</td>
<td>13</td>
</tr>
<tr>
<td>Financial services</td>
<td>10</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>14</td>
</tr>
<tr>
<td>Community, social, personal services</td>
<td>12</td>
<td>-</td>
<td>4</td>
<td>24</td>
<td>-</td>
<td>-</td>
<td>40</td>
</tr>
<tr>
<td>Unknown</td>
<td>1</td>
<td>16</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>17</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>50</strong></td>
<td><strong>9</strong></td>
<td><strong>16</strong></td>
<td><strong>16</strong></td>
<td><strong>43</strong></td>
<td><strong>134</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Recognized Trade Unions and their membership by Economic Sector (2001).

<table>
<thead>
<tr>
<th>Economic Sector</th>
<th>Total of Unions</th>
<th>Total of contributing members</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Man</td>
<td>Woman</td>
</tr>
<tr>
<td>Agriculture Animal-Husbandry, fisheries, forestry</td>
<td>5</td>
<td>904</td>
</tr>
<tr>
<td>Mining</td>
<td>3</td>
<td>736</td>
</tr>
<tr>
<td>Manufacturing</td>
<td>13</td>
<td>1102</td>
</tr>
<tr>
<td>Electricity, gas, water</td>
<td>2</td>
<td>306</td>
</tr>
<tr>
<td>Construction</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Trade, restaurants, hotels</td>
<td>7</td>
<td>108</td>
</tr>
<tr>
<td>Transport, communication</td>
<td>5</td>
<td>458</td>
</tr>
<tr>
<td>Financial services</td>
<td>10</td>
<td>570</td>
</tr>
<tr>
<td>Community, social, personal services</td>
<td>12</td>
<td>944</td>
</tr>
<tr>
<td>Unknown</td>
<td>16</td>
<td>2300</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>73</strong></td>
<td><strong>7482</strong></td>
</tr>
</tbody>
</table>

### Workers conducting their work under a Collective Bargaining Agreement Purpose

Contrary to what the term suggests, the “Collective Bargaining Agreement” does not refer to a contract of employment– but to employment-conditions. To enter into Collective Bargaining Agreements, it is legally required that:

1. the union has been incorporated;
2. The authority to conclude Collective Bargaining Agreements is mentioned explicitly in the union’s regulations.

Collective Bargaining Agreements, as a rule, outline provisions with regard to wages, bonuses, sickness, vacations, medical treatment, retirement, dismissals, disciplinary measures such as suspension and fining, but in particular also with regard to strikes and lock-outs, etc.

**The term 'Collective Bargaining Agreement'**

The law defines the Collective Bargaining Agreement (C.B.A.) as follows:

‘An agreement concluded by one or more employers or one or more incorporated employers’ associations, and one or more incorporated workers’ unions, under which the employment conditions which should be taken into account when concluding contracts of employment are mainly or exclusively outlined. While a single employer can conclude a C.B.A., the other party (the workers’ group) should be comprised of more than one workers’ unions. The parties in question agree to the conditions to be observed under the C.B.A., when concluding contracts of employment.

**Presentation duty**

Parties are obliged to submit to the Minister of Labour, a certified copy of the Collective Bargaining Agreement that has been concluded. A written statement must also be submitted with regard to the alteration, extension and termination of the Collective Bargaining Agreement. (N.B. In accordance with the Act, the Collective Bargaining Agreement will not come into operation until this condition is met).

The Ministry of Labour conducts analyses of collective bargaining agreements on an annual basis, with the aim of obtaining information on the number of people employed in companies where such agreements have been concluded.

**Total of companies with CBAs per economic sector and the total number of workers employed (2003).**

<table>
<thead>
<tr>
<th>Economic sector</th>
<th>Total companies</th>
<th>C.B.A. personnel</th>
<th>Non C.B.A. personnel</th>
<th>Total employed workers</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Men</td>
<td>Women</td>
<td>Men</td>
</tr>
<tr>
<td>Agriculture Animal-Husbandry, fisheries, forestry</td>
<td>1</td>
<td>418</td>
<td>59</td>
<td>20</td>
</tr>
<tr>
<td>Mining</td>
<td>3</td>
<td>1444</td>
<td>94</td>
<td>539</td>
</tr>
<tr>
<td>Manufacturing</td>
<td>15</td>
<td>1122</td>
<td>222</td>
<td>119</td>
</tr>
<tr>
<td>Electricity, gas, water</td>
<td>1</td>
<td>293</td>
<td>66</td>
<td>48</td>
</tr>
<tr>
<td>Construction</td>
<td>2</td>
<td>95</td>
<td>14</td>
<td>13</td>
</tr>
<tr>
<td>Trade, restaurants, hotels</td>
<td>8</td>
<td>543</td>
<td>298</td>
<td>141</td>
</tr>
<tr>
<td>Transport, communication</td>
<td>6</td>
<td>1311</td>
<td>533</td>
<td>128</td>
</tr>
</tbody>
</table>
II. Focus Group Interviews

Government's Group

The first group session was held on Tuesday 13\textsuperscript{th} of December 2005 with representatives of the government. The participants were:
- Mr. M.A.G. Piroe, Head, International Affairs, Ministry of Labour
- Mr. A.M. Karg, Inspector General of the Labour Inspectorate
- Mr. L. Ammersing, Head, Legal Bureau of the Labour Inspection
- Ms. A. Emanuels, Head, Legislative Bureau Ministry of Labour
- Ms. C. Hiwat, Deputy Secretary, Labour Market Affairs
- Ms. N. Semmoh, staff member, Labour Exchange.

According to this group, in Suriname, the term ‘contract labour’ or ‘contractors’ is used for the following forms of Labour:
- people working on a fixed-term contract;
- people working for temporary employment agencies;
- people working for a labour broker (job contracting/labour only contracting).

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Description of the non standard relationship</strong></td>
<td><strong>Economic activity/occupation</strong></td>
<td><strong>Remarks</strong></td>
<td><strong>Incidence</strong></td>
<td><strong>Trend</strong></td>
</tr>
<tr>
<td>1. People working on a fixed term employment contract.</td>
<td>All sectors, most companies with collective bargaining agreements.</td>
<td>------</td>
<td>Dominant</td>
<td>Slowly increasing. This has been the trend for many years and is becoming normal procedure.</td>
</tr>
<tr>
<td>2. People involved with temporary employment agencies.</td>
<td>Mostly in the services sector.</td>
<td>More employers make use of these agencies. The services of the agencies are becoming more diverse.</td>
<td>Pre dominant</td>
<td>Rapidly increasing</td>
</tr>
<tr>
<td>3. Contracting of work: (outsourcing)</td>
<td>Mining construction, utility company</td>
<td>------</td>
<td>Pre dominant</td>
<td>Rapidly increasing</td>
</tr>
<tr>
<td>4. Contracting of work (‘labour only’ contracting)</td>
<td>Mining construction utility</td>
<td>------</td>
<td>Pre dominant</td>
<td>Rapidly increasing</td>
</tr>
<tr>
<td>5. On call contracts</td>
<td>Horeca</td>
<td>Rare</td>
<td>No change</td>
<td></td>
</tr>
</tbody>
</table>

As already mentioned, people working on a fixed-term contract are also referred to as "contractors" in Suriname. However, this relationship can sometimes be placed under the category of ‘ambiguous employment relationships’. The relationship of people working for temporary employment agencies is placed under ‘triangular relationships’ by the Government's group and people working for a labour broker have a ‘disguised employment relationship’ (i.e. false subcontracting).

The Government's group was of the opinion that the numerous procedures in place to obtain certain permits from the Government as well as outdated legislation, account for the promotion of the use of non-standard relationships. The employers enter into such
relationships primarily for financial reasons and for efficiency. This type of relationship enables employers to concentrate on their core activities since the “contractors” are not organized, and there is no threat of strike.

With the workers, it is a question of employment or unemployment. Most of these workers are young persons with no family responsibilities, so that income is of more importance than the social provisions.

The Government's group also indicated that while these workers have rights under labour legislation, they are not aware of these rights since they lack the support of a union and are not informed of their rights. Awareness-raising and amendments to the legislation are needed in this regard.

Furthermore, it was stated that non-standard relationships have a very negative impact on social protection. Contractors do not enjoy the same social protection as other workers. In the larger companies it is policy that everyone entering the workplace must comply with the standard safety rules set by the company, but in smaller companies the occupational safety and health rules are not strictly applied.

Non-standard relationships have resulted in a decrease in the membership of workers’ organizations and trade unions, and on the other hand, have had a positive impact on the labour cost to the employers.

The Government's group concluded that the level of institutionalization of labour contractors is increasing. Compared to a few years ago there are, for example, more temporary employment agencies actively offering a more diverse group of workers (academics and managers). The need to amend the legislation in order to guarantee more protection to contractors, or to make this situation controllable, was also expressed. A draft bill has already been drawn up but this needs to be discussed by the Labour Advisory Board.

The Ministry is aware that private employment agencies exist and operate on the Labour Market. There is also legislation applicable to private employment agencies. In Suriname, the term 'Labour Exchange' is used in reference to private employment agencies, and the provisions are contained in the Labour Exchange Act. Labour Exchange for the purpose of making profit is prohibited, and a permit is required for the operation of Private Labour Exchanges where there is compensation for expenses incurred.

Many of these private labour exchange agencies also operate as temporary employment agencies for which there is no legislation at present. The problem is that many agencies operate as temporary employment agencies without a permit, but also provide the services of a private labour exchange agency which is prohibited, without a permit.

These companies do not generally comply with the law, and the Labour Inspectorate, because of its inadequacies, is not properly equipped to enforce the legislation. The existing level of enforcement of the labour code is deemed to be insufficient.
The existing Labour Disputes Act does not adequately address industrial conflicts arising from non-standard employment practices. According to this Act, the Mediation Board can only enter or mediate in collective labour disputes,(Employer-Union), when there is a dispute related to the collective bargaining agreement. Since non-standard workers are generally not unionized, they cannot appear before this Board. The Labour Inspectorate offers its services to individuals, but because of the lack of information, these workers rarely make use of this service.

The trade unions have put this issue on the agenda of the Labour Advisory Board and on the agenda of the Tripartite Consultation Body but were not successful in bringing about change. The Government's group also stated that in some collective agreements, clauses are included which limit the employer with respect to the hiring of contractors. There are cases where the employer agrees with the union to lay off some workers and these workers subsequently form a company under a former high-ranking official of that same employer, supplying services or labour to the principal employer.

The Government's group expects that non-standard employment practices will impact substantially on the relevance of industrial relations institution in the near future. The unions, in particular, will suffer a decrease in membership and a decrease in power when bargaining for better social protection for their members. Remedial policy measures are necessary in order to control the growth of non-standard employment practices.

The provisions in the labour legislation are deemed sufficient because the contractors also enjoy protection therein. The problem is that due to the lack of information, and to the fact that these workers are not organized and aware of their rights.

The Government's group recommends the modernization of labour legislation, the introduction of permits for certain activities, and the active involvement of the Labour Inspectors, to better address this transformation at the workplace.

**Employer’s Group**

The second group session was held with the employer’s group on Wednesday 14\textsuperscript{th} of December 2005. The following persons were invited to this session:
- Mr. K. Elshot, Human Resource Manager with the National Energy Company
- Ms. D. Ensberg, Human Resource Manager, Fernandes Bakery
- Mr. F. Welzijn, Human Resource Manager, Suralco (did not attend).

According to the employer’s group, the various forms or models of non-standard employment relations found in Suriname are:
- people working on a fixed-term employment contract;
- people working for a labour broker (contractor);
- job contracting;
- labour only contracting;
- people employed by temporary employment agencies.
Focus Group: Employers  
Date: 14 December 2005  
Time: 10:00 – 12:00
Facilitator: J.L. Belfor  
Reported by: J.L. Belfor

<table>
<thead>
<tr>
<th>Description of the non standard relationship</th>
<th>Economic activity/occupation</th>
<th>Remarks</th>
<th>Incidence</th>
<th>Trend</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Workers on a fixed term employment contract</td>
<td>All sectors</td>
<td>Dominant</td>
<td>No change</td>
<td></td>
</tr>
<tr>
<td>2. Job contracting</td>
<td></td>
<td>Pre dominant</td>
<td>Rapidly increasing</td>
<td></td>
</tr>
<tr>
<td>3. ‘Labour only’ contracting</td>
<td></td>
<td>Pre dominant</td>
<td>Rapidly increasing</td>
<td></td>
</tr>
<tr>
<td>4. Temporary employment agencies</td>
<td></td>
<td>Pre dominant</td>
<td>Rapidly increasing</td>
<td></td>
</tr>
</tbody>
</table>

The classification of this group of the most common non-standard employment relationships was as follows:
- Fixed-term employment contracts fall under ambiguous employment relationships. Many self-employed consultants make use of contracts, and it is often difficult to determine if they are dependent or independent workers because of the relationship of authority.
- Workers employed by a labour broker have a ‘disguised employment relationship’, as a result of false company restructuring and also false subcontracting.
- Workers employed by temporary employment agencies are considered to have ‘triangular relationships’, because of the involvement of a third party.

The outdated labour legislation is the main reason why use is made of non-standard employment relationships. According to the employer's group, the reason why non-standard relationships are used by employers are:
- contracting costs
- efficiency
- increase of productivity
- possibility of concentrating more on core activities.

The employer’s group indicated that they would encourage the use of non-standard employment relationships, because they have a positive effect on the labour cost. They also stated that primarily the youth enter such relationships because of the high wages. Social provisions are of less importance.

The employer’s group concluded that non-standard relationships have a negative impact on social protection. This is a result of the lack of information and the fact that contractors tend not to comply with the law. In many companies, however, contractors are obliged to adhere to the same company safety provisions, but generally, the
contractors do not comply with occupational safety and health provisions. Trade union membership is decreasing and standard workers gain less after collective bargaining for better wages and social provisions. The impact on labour costs is positive, since costs become more controllable. However, the employer’s group stated that the impact is not always positive from the standpoint of Human Resource Management. For example, if you have fifty people working in a company and only ten are workers with standard employment relationships, the Human Resource Manager has no control over the remaining forty workers in the company. On the other hand, however, policies may be better enforced and implemented.

The level of institutionalization of labour contractors as a third party in the supply of labour is increasing. While this development cannot be stopped, it can be made controllable by creating specific legislation for dealing with contract labour. The current legislation does not deal specifically with contract labour.

The employer’s group stated that private employment agencies have the opportunity to operate as temporary employment agencies, and are increasing in number because of the inadequacies of the labour inspectorate. Within this group, the levels of enforcement of Labour Codes are deemed insufficient, and as a result, contractors tend not to comply with the Labour Code. The Labour Inspection needs to be empowered with more authority, and more information given to all parties involved.

The existing dispute resolution mechanisms are not sufficient, according to the employer’s group. The Mediation Board deals only with collective disputes and contractors do not make proper use of the Labour Inspection in individual cases.

The employer’s group is aware of the actions taken by the union to put the problem of non-standard employment relationship on the agenda of the Labour Advisory Board and the Tripartite Consultation Body. According to this group, it is agreed under the terms of some collective bargaining agreements that employer and union must consult with each other before the company is allowed to hire in contractors. The employers also state that companies formed to supply services or labour to principal employers after job cuts were implemented, are not the result of social dialogue, but are offered to certain workers by the employer himself.

The employer’s group recommends that the Ministry should be more involved in dealing with non-standard employment practices. The need for specific legislation is evident. The Government needs to implement policies to address the growth of non-standard employment practices and to amend the current legislation. There should be an information campaign aimed at contractors. Overall the employer’s group recommends that:
- the legislation is amended
- information is given to contractors about their rights
- inspection by the Labour Inspection is intensified
- the implementation of a social security scheme would be in the interest of all.
Workers’ Group

The third group session was held on Wednesday 14\textsuperscript{th} of December 2005 with the workers’ group. The following persons were invited:
- Mr. A. Koornaar, President of the Progressive Workers Union.
  Chairman of the Labour Advisory Board
  Member of the State Council;
- Mr. R. Haverkamp, Director of the Suriname Labour College;
- Mr. E. Grep, member of the Labour Advisory Board (did not attend).

The Worker’s Group identified the following forms of non-standard employment relationships to be found in Suriname:
- people working on a fixed-term contract;
- people working for temporary Employment Agencies;
- people working for a labour broker;
- people working on an on-call contract.

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(‘labour only’ contracting)

| 5. On call contracts | Horeca | Rare | No change |

According to the workers’ group people with a fixed-term contracts can be placed under ‘ambiguous employment relationships’, and workers within a temporary employment agency can be placed under ‘triangular relationships’. The workers' group also stated that people working for a Labour Broker have a ‘disguised employment relationship’.

The workers’ group does not see any justification for non-standard employment relationships but if unemployment decreases under ideal circumstances there is no reason to resist this kind of relationship.

The workers’ group stated that employers engage in this kind of activity for financial reasons, for efficiency, for increasing productivity, and also to circumvent the labour legislation. On the other hand, workers who engage in these activities are young persons who prefer high income and for whom social provisions are of less importance. However, these attitudes change with age and family responsibilities. At this moment, the worker’s group sees no reason to encourage workers to enter into such relationships.

The motivation for resisting non-standard employment relationships is the fact that union membership has decreased significantly in recent years, and trade union rights are not honoured in these relationships. There are problems with the organizing of contract workers, and until now efforts have not been successful in this regard. Workers who try to organize are dismissed immediately. In recent years, no new unions have been registered under the existing federations.

The impact on social protection is very negative. Contractors do not enjoy adequate social protection. Occupational safety and health only exists at the company level in larger companies. The situation in the smaller companies is less than optimal. The workers’ group is very concerned that the impact on trade union membership will lead to the weakening of trade union organizations. In Suriname, a union can only conclude collective bargaining agreements if it represents more than half of the workers in a company. Decreasing labour costs is seen as one of the main reasons why employers engage in these activities.

According to this group, the level of institutionalization is growing, and there is more diversity. More employers are making use of these institutions. Furthermore the need for government to include specific provisions in the existing labour legislation was expressed. The working group also stated that contractors tend not to comply with national legislation and that the Labour Inspectorate needs to get more involved. The existing levels of enforcement of labour codes are deemed insufficient.
The existing dispute resolution mechanisms are not adequate to address industrial conflicts arising from these practices, because the mediation board only deals with collective labour disputes.

Within the workers’ group, mention was made of the efforts to put contract labour on the agenda of the Labour Advisory Board and the Tripartite Consultation Body, and the fact that some unions were able to cover such work arrangements in collective bargaining agreements. These clauses make it possible for unions to influence contract labour in certain companies, because they have to be consulted first. The workers’ group also indicated that, in some instances, companies were formed by workers who were laid off. These new companies supply services, or labour, to the former employer.

The workers’ group also expects that non-standard employment practices will impact substantially on the relevance of industrial relations institutions in the near future, and states that specific institutions dealing with non-standard relations must be implemented by the Government. It is required that policies aim to make this situation controllable because this growth cannot be stopped.

The group also concluded that the existing legislation must be amended so that it deals specifically with non-standard employment relations followed by an information campaign. Overall, the conclusion of this group was that modernization of labour legislation must be implemented and that more power of authority must be given to the Labour Inspectorate to address these relationships successfully. The need for a National Social Security Scheme was also expressed.

**Tripartite Group:**

This group session was held on Monday 19th December 2005, and all groups were invited. The participants in this session were:
- Mr. M.A.G. Piroe
- Mr. K. Elshot
- Mr. R. Haverkamp
- Ms. A. Emanuels
- Ms. N. Semmoh

Given that similar conclusions were reached by the three earlier groups, the discussions in this session just confirmed what was said earlier.

The various forms/models of non-standard relationship stayed the same namely:
- people working on a fixed-term employment contract;
- people working for a labour broker – job contracting, - labour only contracting;
- people employed by a temporary employment agency;
- people working on an on-call contract.
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<td>Horeca</td>
<td>Rare</td>
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The classification of the most common non-standard employment relationship is also unchanged. The three groups had the same classifications.

Within the tripartite group, consensus was reached that the outdated labour legislation, financial gain and better efficiency are the main reasons why employers enter into such relationships and that mostly young workers without family responsibility enter into such relationships.

The motivation for resistance by the trade unions was acknowledged by the employers, and vice versa, the workers accepted the motivation for promoting such relationships by the employers.

The impact of non-standard relationships on social protection, occupational safety and health, labour costs, workers' organization and trade union membership, and Human
Resource Management was addressed in the same way as in the earlier sessions so there was consensus on this matter.

Consensus was also reached in the discussion concerning labour market institutions that are developing around non-standard arrangements. This development cannot be stopped and needs to be controlled by the Government by way of implementing new legislation that deal specifically with this issue, empowerment of the Labour Inspectorate, and enhancing dispute resolution mechanisms.

The expectations and recommendations of these groups also were the same. Participants recommend that the Ministry of Labour gets more involved in dealing with non-standard employment relationships because the impact on industrial relations institutions will be substantial. The need for specific legislation, information campaign, more involvement from the Labour Inspectorate, and the need for a national social security scheme were expressed in all group sessions.

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- Piroe 2006
  Piroe M.A.G. The System of Labour Administration in Suriname

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  Publicatie van de meest relevante informatie over de Arbeidsmarkt situatie in Suriname
ANNEX

Legislative Summaries

The Civil Code

The Civil Code (CC) contains provisions in Book III, Title 7A regulating the relationship between workers and employers in an employment contract. According to the contract law, all private persons including workers and employers are free to conclude agreements, among which employment contracts taking legal restrictions and requirements into account. Minors – persons under 21 years who have never been married – are only qualified to enter into an employment contract if they have the authorization (oral or written) of their statutory representative (1613 g paragraph 1). Authorization is considered to be given if the minor performs duties without opposition or objection of the statutory representative during 6 weeks after conclusion of the employment contract (article 1613 h). An employment contract between two spouses is null and void (article 1613 i).

Book III, Title 7A contains special provisions to promote good industrial relations between workers and employers in an employment contract. The most relevant duty is to act as befits a good worker or employer (articles 1614 y and 1615 d).

Types of contract

The Civil Code mentions 3 types of contracts to perform work:

a. the employment contract (parties: employer/worker);
b. the contracting for work (parties: contracting authority/contractor); and
c. the contract or instruction to render services

The Civil Code puts emphasis on the employment contract: the contract whereby one party – the employee – binds himself to perform work for the other party for remuneration while being employed by the latter during a certain time (article 1613 a). An employment contract requires no prescribed form: it can even be based on an oral agreement.

Standing employment conditions
Paragraph 6.3 deals in the last part with the standing employment conditions and its legal requirements for validity (article 1613 j). A clause or declaration of the employer by which he binds himself to agree with any new standing employment conditions or the amendment of an existing one in the future, is void (article 1613 l). Stipulations deviating from the standing employment conditions must be agreed upon in special contract, in writing (article 1613 m).

*Elements of remuneration*

The remuneration of workers who don’t reside at the employers’ home? should only consist of cash, food and nourishment, means for artificial light, clothing, products of the enterprise (the barest necessities of life), free use of a house or land, services from the employer (e.g. cleaning of house, free transportation or medical care), education by the employer (e.g. mathematics, languages) and benefits after some years of employment during vacation and free transportation to country of origin (article 1613 p and Holidays Act).

*Fines*

To maintain order in enterprises, the employer can use fines as instrument to influence the observance of company rules. However, the imposition of fines which is a fixed amount has to meet the following conditions:
- the relevant rules and the fixed fine have to be exactly stated in the standing employment conditions or written agreements; and
- the intended use of the fine has also to be stated. The imposition of the fine does not directly or benefit the employer (article 1613 u).

*Obligation to pay remuneration*

The employer is obliged to pay remuneration during the term of the employment contract (articles 1614 and 1614 a) for work done, observing the “no work no pay” principle (article 1614 b).

Some other exceptions to the “no work no pay” principle, are:
- sickness during a short period (6 weeks) including sickness related to maternity and non industrial accidents, for workers being sick for more than 2 days and employed longer than 4 months (article 1614 c paragraphs 1 and 4). The obligation to pay does not apply if the sickness existed or is caused by circumstances before employment, by unethical code of conduct or use of alcohol or drugs. The obligation to pay does not exist if the sickness is self-inflicted (article 1614 c paragraph 1). According to the Civil Code the burden to provide evidence on the sickness or to prove satisfactorily by submitting a medical certificate or otherwise, falls upon the worker (article 1614 c paragraph 1);
- holidays (Holidays Act);
- discharge of statutory obligations (article 1614 c paragraph 6.2);
- special circumstances such as birth, death, marriage and burial (article 1614 c paragraphs 6 and 7);
- when the employer is not able to make use of the services of the employee who is able and willing to work (1614 d); and
- suspension when such is not agreed upon in written contract (collective bargaining agreement) or standing employment conditions by virtue of article 1614 d paragraph 2.

During strikes the rules of “no work no pay” can be lawfully applied by the employer. This rule is also applicable in the public sector.

The employer is forbidden to directly or indirectly:
- charge interest on loan arranged by the employer or on advance payment of wages;
- impose levies on use or maintenance of equipment belonging to the employer; and
- hold one employee liable for obligations of another employee or to accept him as a guarantor (article 1614 p paragraph 3).

Late Payment of Salary/Wages

The employer is obliged to pay salary increase if the remuneration paid after 3 days on which it actually should have been paid by law. This rule applies if the late payment is due to circumstances relating to the employer. The additional pay is 5% per day from the 4th to 8th day and an additional 1% per day after that with a maximum of 50% (article 1614 q).

Deductions from Salary/Wages

Deduction from the salary is allowed for debts to the employer not exceeding 20% of every payment for fines, contributions to funds and purchasing prices of household goods and advance payment of wages and not exceeding 40% for compensation (damages), rental, medical costs, taxes and unduly paid remuneration (article 1614 r).

Termination of Employment

An employment contract is for a fixed term or for an indefinite period. Both contracts can be terminated in the following manner:

- Notice for termination of a contract for a fixed term is only required when such is stipulated (first contract) or in case of a continued employment contract or a contract considered to be continued (article 1615 e and f). In order to give notice the employer applies for a dismissal permit;
- Termination without notice and with compensation for termination other than for urgent grounds/ serious misconduct (article 1615 of paragraph 1);
- Death of the worker (article 1615 j); Death of the employer results in termination of the employment contract only if this is stipulated (1615 k);
- Instant dismissal on urgent grounds (i.e. for good and sufficient cause/serious misconduct): article 1615 p) without notice or compensation. Employers should in this case immediately dismiss the employee and notify the Labour Inspectorate within 4 days for its approval or objection (Dismissal Permits Act). The Civil Code lists some reasons for instant dismissal for employers and workers (articles 1615 p and q).

Urgent reasons for the employers are in general such acts, or conduct of the employee which makes it unreasonable to require the employer to continue the employment relationship. Some examples stated in the Civil Code (article 1615 p) are related to:
- misleading of the employer by supplying false information or submitting false or forged documents to influence his/her entering into employment;
- serious lack of skills and competencies of the worker;
- drunkenness or other misbehavior of the worker;
- theft, embezzlement, fraud or other criminal offenses of the worker effecting the trust of the employer;
- offences of the worker effecting the trust of the employer;
- assault, gross insult or threat of the employer, his family or colleagues;
- threats to the employer, his family members or colleagues;
- vandalizing the employer’s property;
- breach of confidentiality by the worker;
- refusal to do a particular job by the worker;
- negligence by the worker in relations to his duties; and
- the impossibility of the worker to perform duties due to his own acts.

Urgent reasons for the worker are conditions, which make it unreasonable for him to continue the relationship (article 1615 q). Some grounds stated in the CC are those related to:
- assault by the employer or his family members;
- threats to the worker or family members;
- late payment;
- non performance of the employer regarding board and lodging if such stipulated;
- insufficient deployment or assistance if stipulated;
- neglecting of duties;
- orders from the employer to perform duties for another employer without reasons;
- safety for life, health, morals and honour; and
- sickness.

Dissolution by court for serious cause. Some other reasons are also mentioned in the Civil Code (article 1615 x):
- Immediate notice during a stipulated probationary period (maximum 2 months). The reasons for notice have to be stated to the worker (Article 1615 l).
- Termination with mutual consent.
- Termination by court on request of the statutory representative (1615 m) or the request of the Procurator-General (article 1615 n) in case of employment
of a minor.

_Probationary Period_

Probationary periods can be stipulated at the beginning of an employment or for a new position. Probationary periods however are not obligatory. According to the Civil Code probationary periods have to be stipulated when the employer or worker deem it necessary. Probationary periods should have a maximum duration of 2 months. When a probationary period is stipulated, the duration should be the same for the employer and the worker. Probationary periods, even if they are shorter than the maximum duration of 2 months, should not be extended. Any stipulation contrary to the above-mentioned is null and void (article 1615 l)

_Notice period_

In every case where notice for termination of the employment contract is required, a notice period is applicable regardless which party, the employer or the worker, wishes to terminate. The duration of the notice period depends on the length of the employment and the term of payment (monthly, weekly etc.). The longer the length of employment the longer the notice period will be. In the Civil Code, different levels of minimum notice period are mentioned for employers and for workers (article 1615 i) Appendix 1 presents a diagrammatical outline of the minimum notice periods for employers and workers as presented in Hermelijn (1992)

_Sickness_

It is prohibited for the employer to terminate the contract during sickness while the worker is entitled to remuneration (article 1615 h paragraph 2). For entitlements to remuneration see “Obligation to pay remuneration”.

_Testimonial_

The employer is obliged to give a testimonial to the worker on his request at the termination of the employment. It contains a truthful description of the duties/work performed by the worker and the terms of employment. If requested, the testimonial should state the manner in which the duties are fulfilled and the reason for the termination of the employment contract (article 1614 z). If the employment is terminated by the employer without reasons, the employer is obliged to state this in the testimonial. He is not obliged to state the reason.

If the employment is terminated unlawfully by the worker, the employer is entitled to state this in the testimonial (article 1614 z paragraph 2).

The employer is liable to damages to the worker and third parties if the employer:

a. refuses to give a testimonial;

b. deliberately includes false information in the testimonial; and
c. deliberately includes some features or signs in the testimonial to furnish additional information which is not specifically stated in the testimonial (article 1614 z paragraph 3).

The Labour Code

Working hours

The maximum working time in enterprises is in general 8½ hours per day and 48 hours weekly. Shorter working times can be prescribed by state decree for labour of certain character or under certain conditions (article 3). The maximum working time for workers exclusively engaged in security activities is 12 hours per day and 72 hours per week and for workers mainly but not exclusively engaged in security activities, 10 and 60 hours. The labour minister can prescribe longer working time for certain categories of workers, enterprises or types of enterprises (article 4). For certain enterprises (Bruynzeel) and types of enterprises (mining (bauxite) and related constructions, building and some utility enterprises), longer working hours have actually been regulated by state decree.

Overtime

Overtime is work performed for longer hours than prescribed in law or stipulated (see labour code articles 12 paragraph 1 and 15). Permits allowing overtime can be granted during times when excess of work occurs or in special circumstances:
1. by the Inspector-General incidentally or in general for all or some category of workers, subject to a maximum of 64 hours per week (article 6 paragraphs 1 and 2); and
2. by the labour minister incidentally subject to a maximum of 72 hours per week and 2900 hours per year (article 6 paragraph 3).

In cases of emergency, authorization can be given for overtime work by the Inspector-General (I-G), under the rules of the Labour Code (article 7).

Shift work

As stated under “Working hours” above, the Labour Code stipulates the maximum working hours in order to protect individual employees. For enterprises where in general work is performed for longer then 8½ hours daily or 48 hours weekly, employers can operate shift systems with the approval of the IG (article 11 paragraph 1) and approval can be subject to certain conditions.

Night work
Employers are in general prohibited to employ labour between 19.00 hrs and 06.00 hrs (article 8 paragraph 2a). This regulation is not applicable for the workers mentioned in article 4 who are permitted in the Labour Code to work longer than 8 ½ hours daily and 48 hours weekly: workers engaged in mainly and exclusively security services (article 8 paragraph 4). Apart from that, exceptions can be made for all on certain categories of workers on request of the employer (incidental permit) or for all or certain categories in a group of enterprises (general permit) for industrial establishment, catering, hotels, cinema’s, garages etc.

The IG can prescribed conditions in the permit, examples of which are given in article 10 paragraph 2. In both cases consultation by the IG with the relevant labour unions as prescribed is required (article 10 paragraph 1). The employer should also be connected in case of the general permit.

The different rules do not apply to children and young persons (article 10 paragraph 4)

**Overtime pay**

The minimum additional pay for overtime is:
- during the week: 50% (articles 12 paragraph 2 and 15);
- on Sundays and public holidays and on compensating days of rest: 100% (article 12 paragraph 2);
- in all cases of work on Sundays: 100% (article 13 paragraph 1). The worker is additionally entitled to compensation of one free day of 24 consecutive hours;
- on public holidays: 100% (article 13 paragraph 1). The worker has the right to compensation one free day of 24 consecutive hours; and
- on public holidays: 200%, if it is, stipulated in a written employment contract or collective bargaining agreement that the worker is not entitled to a free compensation day (article 13 paragraph 2).

**Breaks**

The employee is entitled to a break of at least ½ hour after 5 hours of uninterrupted work during a workday lasting more than 6 hours (article 9 paragraph 1). A break in the sense of the law should be not shorter than 15 minutes (article 9 paragraph 3). A longer minimum break can be prescribed by the IG for certain categories of labour (article 9 paragraph 1). According to the Labour Code, the IG can also give authorization for different rules regarding breaks under certain condition (article 9 paragraph 2). He can also issue a permit on request of the employer for different regulations for enterprises under special circumstances (article 10 paragraph 3).

**Rest Days**

The Labour Code prohibits employees to work on Sundays and public holidays (article 8 paragraph 1). The worker is entitled to one free morning (before 01.00 pm) or afternoon (after 01.00 pm) in a week (article 8 paragraph 2 b).
The IG can permit, in special circumstances, different rules for industrial establishments, catering establishments, hotels, cinema’s, garages etc., incidentally or in general (article 10 paragraph 1) under certain conditions (article 10 paragraph 2) regarding the weekly free morning or afternoon and work on Sundays and public holidays for all or certain categories of workers. Consultation by the IG with the relevant labour union(s) is obligatory. The employer should also be consulted in case of the general permit.

The different rules do not apply to children and young persons (article 10 paragraph 4).

**Child labour**

The Labour Code prohibits work by children whether or not in enterprises or for remuneration (article 1 and 17). In the Labour Code children mean in general persons who are younger than 14 years and in case of employment on board of seagoing fishing boats, younger than 15 years (article 1).

The prohibition is not applicable in:

- homes where the child is brought up, schools, youth custodial institutions, workshops, nurseries and other similar institutions, if the work is not primarily for financial benefits and has an educational character; and
- agriculture, horticulture and animal husbandry for the family, except in the case of work performed in factories or workshops or by equipment with a capacity exceeding two (2) Horsepower (article 17).

Exceptions to the prohibition can be allowed for children from 12 years up, to perform work which is not dangerous, does not put a heavy mental or physical strain and is necessary to learn a trade (article 18).

In very special circumstances, exception can be made from the general prohibition, on request of the head of the family by the I-G, in the interest of the child (article 19).

**Young persons**

Labour – paid or unpaid – which is hazardous for health, moral and life or labour during night is prohibited for young persons (article 20 paragraph 1). In the Labour Code young persons mean persons who are 14 years of age but younger than 18 years. Exceptions for night labour or labour under certain conditions can be made by state decree for some specific enterprises in general (article 21 paragraph 1) or incidentally on request of the employer by the I-G (article 21 paragraph 2).

**Forced labour**

Labour extracted under violence or threat of violence or punishment or any other kind of coercion or threat is prohibited, except in certain circumstances such as in case of war or disasters (article 20 a).

According to the provisions in contracts in general and in the Civil Code, contracts extracted under violence are voidable (articles 1344 – 1348).
Payment

Article 22 contains some prohibitions on the places of payment with exceptions. The payment in cash shall not be paid:
- in bars, restaurants or similar places;
- in public entertainment places; and
- in shops or stores for foodstuffs.

The prohibition does not apply to workers employed in these establishments listed above. The payment in cash shall take place during working hours (article 22).

Labour inspection

The Labour Code entrusts managers, statutory representatives and workers with some responsibilities regarding cooperation with labour inspection (article 23). In this regard, employers are obliged to keep “lists” and “registers” in a certain format with information of workers, working hours, breaks, overtime, free (compensation) days (article 24) of which inspection should be allowed (article 25). The labour inspection, police and eventually nominated special inspectors of the labour minister enforce the observance of the requirement in the Labour Code (article 31). The labour inspectors have certain powers and responsibilities regarding entrance of workplaces and houses (article 32) and confidentiality (articles 33, 34).

Appeal

The labour minister is the appeal authority against decisions taken by the I-G pursuant to the Labour Code (article 26). Appeal should be made within 14 days after the decision. Appeal can also be made if the Labour Inspection does not decide on applications within a reasonable period.

Accountability/liability

Managers, middle management, if applicable and statutory representatives or heads of family are responsible for observance of the rules of the Labour Code and are accountable /liable for non observance of the rules therein (article 28).

Penalties

Non observance of the rules of the Labour Code to any extent leads to penalties laid down therein: fines or imprisonment (articles 29 and 30).

The Collective Bargaining Agreements Act (CBBA)

According to the definition (article 1 paragraph 1; see 6.3.) only an organization of workers and employers can conclude collective bargaining agreements. Paragraph 6.3. deals with most of the provisions regarding formal and other requirements of collective
bargaining agreements (articles 1 paragraph 1; 4; 7; 8 – 14; 19 – 21; and 24). In a collective bargaining agreement, the parties generally determine the labour conditions which should be applicable when the employer concludes an employment contracts with workers.

Workers’ organizations which are established by, under the domination of the employers or their organizations or supported by them by financial means are not considered as labour unions, thus unable to conclude collective bargaining agreements (CBAA, article 1 paragraph 2). The labour union has the power to conclude collective bargaining agreements only if this is stated explicitly in the union charter/constitution/rules (article 3). Parties to the collective bargaining agreement have the obligation to provide copies to their members after conclusion of a collective labour agreement (article 5) or after amendment or extension (article 6).

Parties to a collective bargaining agreement have the obligation to promote the observance of the provisions by their members (article 9 paragraph 1). Organizations, parties to the collective bargaining agreement, are liable for members only as far as mentioned in the agreement (article 9 paragraph 2).

The CBAA provides for claims for damages incurred by a party or its members caused by non observance by the other concerned party, against the offending party (article 16 paragraph 1; see 6.2.). Notice for termination of the collective bargaining agreement results in termination for all parties, except if stipulated otherwise (article 22).

**Recognition of Labour Unions Decree**

In paragraph 6.2. the obligation for the employer to negotiate with the recognized labour union regarding collective bargaining agreements is stated (article 1).

In case of justifiable doubt, the National Labour Mediation Council (BR), on request of the employer or the bargaining union concerned, holds a referendum (vote/poll) in order to determine whether the majority of the voting workers authorize the union to enter into negotiations for a collective labour agreement (article 2). The same procedure applies when two or more unions claim the right to enter into negotiations representing the workers. The union with the majority of the votes is then considered to be the recognized majority union representing the workers and shall enter into negotiations and conclude the collective bargaining agreements.

When the votes are equally divided, even after the 2nd referendum, the union which acquired legal personality firstly, will represent the workers in collective bargaining agreements negotiations (article 3).

Workers are entitled to free time with full pay for the voting, if the referendum is conducted during work time (article 4). The BR notifies parties of the voting results as soon as possible (article 5). The employer refusing to negotiate with the authorized union can be punished with either imprisonment or fine (article 7).
The Referendum Recognition of Labour Unions Decree

The Referendum for Recognition of Labour Unions Decree regulates in detail the procedures to be followed, in the event of a referendum is required. The National Labour Mediation Council is in charge of such referenda and assigns its assistants to conduct the reference (article 5). The Referendum Recognition of Labour Unions Decree deals with the technical voting procedure and particularly with communications and notifications, (article 2), hearings and drawing up of the list of holders of voting rights (article 3), determination of the place and time of referendum (article 4), organization of the actual voting (articles 6; 7 and 8), order during voting (article 9), closing of ballot (articles 10 and 11) and determination and communication of the vote (articles 12 – 15).

The Protection of Workers’ Representatives Decree

The Protection of Workers’ Representatives Decree (PWRD) contains rights and liberties for workers, labour unions, employers and their representatives. These are namely the right to:
- establish workers’ and employers’ organizations of own choosing without previous authorization and to become members (article 1);
- draw up their charters and rules, elect their representatives in freedom, organize the administration and activities and formulate their programs (article 2);
- protection against acts of anti-union discrimination including dismissal (article 3);
- adequate facilities to workers’ representatives enabling them to efficiently carry out their union responsibilities without impairing the efficient operation of the enterprise (article 4); and
- intervention of the labour minister in case of non observance or dispute on the rights laid down in the PWRD (article 5).

The penalties in case of non observance of the PWRD are fine or imprisonment (article 6).

The Industrial Accidents Act

The Industrial accidents Act (SOR) aims to indemnify the worker against financial consequences of industrial accidents. These are accidents related to or in the course of employment including fatal injuries (article 4). The employer is obliged to pay compensation except for workers engaged with the main activity in agriculture, horticulture, forestry and cattle breeding (article 5). In order to fulfill this obligation, employers have to take out industrial injuries insurance (article 10).

If the employee is not insured, the compensation benefits, medical and other costs are not to be covered by an insurance company; the employee must be covered by the employer himself. The employee should be insured during the whole period of employment until termination of the employment contract. The right to compensation
begins on the 3rd day after the injury until a medical statement of recovery regardless of the continuance of the employment (articles 6 paragraph 1d and 20).

The cash benefit covers only working days, beginning on the day after the injury (article 6 paragraph 1d). The worker is not entitled to compensation if the injury is caused intentionally/self-inflicted or by use of alcohol or drugs provided that the employer was not aware of these circumstances (article 4 paragraph 4).

In case of injury the compensation consists of:
- medical treatment and care (article 6 paragraphs 1a and 10a, b and d);
- medicine and bandages (article 6 paragraph 1a);
- artificial limbs and other equipment (article 6 paragraph 10e);
- transport (article 6 paragraph 1a); and
- cash benefit being 80% (totally disabled whether permanently or not) or a portion of 80% (partially disabled) of the daily pay (article 6 paragraph 2).

The degree of invalidity is determined by the medical expert engaged. He also issues the medical statement of recovery (article 20). Appeal against the determination of the degree of invalidity is possible at the Industrial Injuries Committee who gives a final judgment (SOR article 20 paragraph 2).

In case of fatal injury the compensation consists of:
- funeral expenses (article 6 paragraph 1b); and
- cash benefit for dependants (wife, children) not exceeding 50% of the daily pay. The children are or remain entitled until their 16th birthday while the spouse is entitled until she remarries (article 6 paragraph 3).

The cash benefits are periodical payments related to remuneration payment of the worker. The beneficiaries (worker or dependants) or the insurance company can request the Industrial Injuries Committee to convert the regular payments into a lump sum benefit (article 6 paragraph 6). Besides the obligation to take out industrial injury insurance, the employer has the following responsibilities under the SOR:
- provide for medical assistance immediately, taking the circumstances of the injury into account (article 11 paragraph 1)
- official notification of accidents (article 11 paragraph 2);
- keep a register of industrial injuries as prescribed (article 16);
- give information to controlling officials of labour inspection or other public officials (article 13); and
- notify the PS of the start-up or cessation of business or change in operational procedures (article 22).

Responsibilities/obligations for the employee:
- notify the employer of his injury (article 11 paragraph 1);
- allow medical check-up and treatment (article 6 paragraph 10);
- avoid unilateral change in medical treatment (article 6 paragraph 10);
- avoid actions which could impair his recovery (article 6 paragraph 12); and
cooperate with inspection officials (article 13).

The same rules as mentioned above apply for occupational diseases (article 24). The SOR enumerates 21 occupational diseases with the corresponding trades or industries or processes (article 25). Pursuant to the SOR (article 24 paragraphs 2 and 3) for 8 diseases periods are mentioned by decree in order to determine the causal relationship (G.B. 1947 NO. 205). The Labour Inspection is entrusted with the supervision of the provisions of the SOR. The police have also the power to investigate (article 12 and 36). The penalties of non observance of the SOR are imposition of fines, imprisonment or discontinuation of business (articles 31 – 35).

The Occupational Safety and Health Act

The Occupational Safety and Health Act (OSHA) is a framework act on safety and hygiene in enterprises. Detailed rules are or should be laid down in subsidiary legislation. At present there are nine Safety Regulation pursuant to the OSHA. The OSHA and the nine Safety Regulations aim to decrease the chances of employment injuries and occupational diseases. Paragraph 3.2.2. lists some provisions in the OSHA and the subjects to be laid down in Safety Regulations. Some general obligations for the employer in the OSHA are:
- compliance of company procedures with rules in the OSHA and the nine Safety Regulations (article 3 paragraph 2);
- permission from the PS for the operation of some machinery and equipment (article 3 bis paragraph 1);
- observance of the conditions attached to the permission (article 3 bis paragraph 4);
- cooperation with inspection officials on the inspection of relevant machinery and equipment (article 3 bis paragraph 5);
- notices in Dutch stating the Safety Regulations applicable in the enterprise (article 4 paragraph 1) and notice to the (new) employees (article 4 paragraph 2);
- cooperation with (labour) inspection officials supervising the observance of the OSHA and the Safety Regulations (article 6); and
- notification to the PS of the starting up or closure of a business, the engagement of some equipment and personnel or changes therein (article 7).

Obligations for the employee pursuant to the OSHA are to:
- observe the Safety Regulations and other safety measures taken by the employer (article 3 paragraph 4); and
- cooperate with (labour) inspection officials supervising the observance of the OSHA and the Safety Regulations (article 6).

Penalties in the event of breach of the OSHA and the Safety Regulations are the imposition of fines or imprisonment (article 8).
The Safety Regulations

Safety Regulation 1

The aim of this Regulation is to prevent or diminish the risk of injuries in all enterprises. This rather comprehensive regulation prescribes technical procedures and measures when power driven machines are in operation (articles 1 – 10). Provisions are made for signaling arrangements, protection and maintenance. The rules regarding steam and vapor installations (articles 10 and 11) are related to protective devices and testing measures. The provisions on lifting gear and appliances and moving equipment (articles 13 – 21) are related to the marking of maximum safe working load, overload and minimum age (18 years).

Chapter IV of Safety Regulation 1 (articles 22 – 30) contains provisions on the safety regarding, buildings, scaffolds, floors, platforms, gangways and stairways. The provisions relate to prevention of collapse or accidental displacement, overload, maintenance, erection, alteration and dismantling, and sufficient lighting. The Regulation also prescribes requirements regarding explosive, chemical and other unhealthy substances (articles 31 – 36). These rules provide for measures on danger symbols, spilling, splashing, knocking over or emanation of substances.

The employer has to take measures against the risks of falling or flying objects (article 37). The piling up of material and digging activities should be carried out with utmost care (article 38). The same applies for the engagement of cables, chains, halters etc. (article 39).

The employer is obligated to provide for protective devices and storage rooms whether on water, land or in the air and to supervise that these are used (article 40 paragraphs 1 and 3). The employee has the obligation to use these devices (article 40 paragraph 2). The Labour Inspection and in the mining, the Geological Mining Services are entrusted with the supervision of above legislation (article 43).

Safety Regulation 2

This Regulation aims to promote the hygiene in all enterprises. Some requirements for promoting hygiene such as toilets are related to cleaning, drainage, washstands and for enterprises with more than 5 workers, showers.

Safety Regulation 3

Safety Regulation 3 prescribes some measures regarding first aid. Enterprises with moving equipment, explosive gasses or unhealthy substances, high temperatures or other risks to injury, should have easily accessible and good maintained means for first aid
Where the work involves risk of drowning, efficient means for rescue should be present (article 2). An enterprise where at least 50 persons are actually present on the work floor at the same time should at least have one person available, who is exclusively or mainly entrusted with first aid activities. The minimum however is 30 persons in enterprises with moving equipment, explosive gasses or unhealthy substances (article 5). First aid should only be administered by these persons, except under special circumstances (article 6).

**Safety Regulation 4**

Safety Regulation 4 endeavors to prevent the production and the spreading of hazardous moist and gas or dust and to regulate the removal of them. It also promotes the hygiene in all enterprises. The obligations for the employer are to:

- avoid the use of white lead, sulphate of lead and all products containing these pigments in the internal painting of buildings or ships (article 1 paragraph 1). Authorization can be granted by the PS for use in railway stations, and industrial establishments (article 2);
- store or transport these substances after being mixed in oil or other fluid thickener in a certain way (article 3);
- take measures on the prevention of illnesses caused by toxic paints, by providing for protective clothing, masks, helmets, warning signs etc. (article 4);
- prevent the generating and spreading of substances caused by removal of paints and take measures for the escape of dust etc. (article 5);
- provide for washing facilities, soap, towels etc. (article 6); and
- provide for training of workers (article 7).

It is prohibited to eat, drink and sleep in closed work spaces where paints containing lead or filler are used or being removed (article 4 paragraph d).

**Safety Regulation 5**

The aim of this regulation is to protect workers against hazards arising out of the weight of loads to be transported by sea or inland waterway. According to the Regulation the sender of any package or object of 1.000 kg or more gross weight shall mark its gross weight plainly and durably upon it on the outside before loading on a ship or vessel (article 1). The weight should also be mentioned in the freight documents (article 2 paragraph 2).

**Safety Regulation 6**

Safety Regulation 6 prevents the occurrence of pneumoconiosis or other diseases caused by dust. This technical and detailed Regulation contains some prohibitory provisions regarding:

- cleaning of objects with certain substances (article 3) with exceptions to be made by the I-G or ultimately the labour minister as appeal authority (articles 5 and 6);
- use, processing and sale of crocidolite and other substances (articles 7 and 12) with exceptions to be made – not for crocidolite- by the I-G or the labour minister as appeal authority (article 14); and
- use of asbestos (article 8 and 9) with exceptions to be made by the I-G or the labour minister as appeal authority (article 11).

The Safety Regulation furthermore contains some provisions on the release or generation of dust which can lead to pneumoconiosis or other diseases (articles 15, 16 and 17).

Safety Regulation 7

The aim of this Regulation is to promote safe and comfortable working conditions. Safety Regulation 7 contains detailed guidelines on a wide range of subjects regarding all places in which work is carried on. The subjects of the guidelines are:
- preference of natural light on work floors, toilets, stairways and gangways so far as applicable (articles 3 – 8);
- artificial light (articles 9 – 11) and measures for lighting in case of emergency, in enterprises having at least 100 persons on the actual work floor at one time (article 12);
- good conditions of temperature (articles 13 – 19), ventilation and fresh air (article 20);
- noise and vibration (articles 21 – 27); and
- excessively strenuous labour, hazardous for the physical and mental wellbeing (articles 28 – 32).

Safety Regulation 8

Safety Regulation 8 aims to protect workers against ionizing radiations. This detailed technical regulation contains provisions related to:
- restriction of the exposure of workers to ionizing radiations at the lowest practicable level (articles2 and 4 paragraph 1);
- fixed maximum permissible doses and amounts of radioactive substances (articles 2 and 4 paragraph 2);
- minimum age (18 years) and maternity (article 5);
- prevention of exposure to ionizing radiations and avoiding unnecessary exposure (articles 6 – 8 and 20);
- technical requirements for the operation of x-ray apparatus (articles 9 – 12);
- the obligation of workers to notify the employer in the event that a radioactive source has been lost, mislaid or stolen and of the employer to have an inquiry (article 9);
- safety provisions regarding buildings (articles 13 and 14);
- (automatic) visual warning signs of hazards (articles 15 and 28) and notification (article 33);
- medical examination and measurements of exposure to radioactive substance (article 16, 22, 30 and 32);
- establishment of special rooms (article 24) with specific technical requirements (article 35 – 39);
- measures such as decontamination, spread of contamination, storage of clothing, consumption and washing facilities (articles 25 and 26);
- personal protective equipment and devices (article 27);
- short-time working and recreation (article 31); and
- obligation of the worker to observe rules and regulations (article 40).

The IG is entitled to give instructions on some provisions, while the labour minister can make exceptions regarding some (technical) requirements (articles 41 and 42).

**Safety Regulation 9**

Safety Regulation 9 prevents hazardous risks to health by inhalation or exposure to noxious or irritating gases and fumes. The provisions regulate the elimination, the release, generating or spreading of noxious or irritating gases and fumes in the working environment. Some prescribed measures relate to: workspaces, clothing accommodation and changing rooms, rest rooms, mess rooms, ventilation, fresh air, maximum permissible amounts of gas or fumes and preventive measures.

**The Holidays Act**

The purpose of the Holidays Act (HA) is to guarantee annual holidays with pay for every worker engaged in an employment contract. Every employee is entitled to an annual holiday with pay (article 2 and 7 paragraph 2).

Agreements to relinquish the right to the annual holiday with pay are null and void (articles 3 paragraph 1 and 4).

The Holidays Act prohibits the employee to be engaged in gainful activity during the holidays (article 3 paragraph 2).

The minimum length of the holiday is for one uninterrupted calendar-year of service, 12 days for the first year and an additional 2 days for the subsequent 3 years up to a minimum of 18 days after the fourth year. In the event of service less than one calendar-year in the first year of service the employee is entitled to one day for every full month of service (article 7).

The Holidays Act prescribes the way the holiday should be taken (article 8). In this regard, the time at which the holiday is to be taken is determined by the employer in consultation with the employee unless otherwise fixed by collective bargaining agreements (article 11).

The employee entitled to holiday receives over the relevant days at least an additional 50% of the daily pay. The manner of calculation is also determined by the Holidays Act (article 10).

The employee shall receive upon termination of employment a holiday with pay proportionate to the length of service in that year for which he has not received such a holiday, provided that he is not dismissed on urgent grounds (article 12).

Employers are obliged to keep a holiday register with certain information (article 14). Penalties on non compliance with the Holidays Act are imprisonment and fine. The Labour Inspectorate supervises the observance of the regulation of the HA.
The Labour Mediation Act

The Labour Mediation Act of 1946 is the key standard for collective labour dispute settlement in Suriname. The larger part of the Labour Mediation Act contains provisions regarding the 4 different means of intervention of the National Labour Mediation Council (BR) in labour disputes, the procedures and the legal consequences and outcome of the conciliation/mediation, arbitrary or advisory services and the code of conduct of relevant parties concerned. The provisions have already been dealt with comprehensively in paragraph 6.4..

Apart from those provisions, the Labour Mediation Act puts some responsibilities on witnesses, experts and relevant parties to appear before the BR (article 51) and on chairs, members and secretaries of the BR and experts to observe confidentiality (article 52). Penalties on breach of these obligations are fines, imprisonment and eventually, removal from office (article 51 and 52).

The BR is not entitled to intervene in disputes between persons employed by government or a public corporation body, except when the employment is based on an employment contract (article 54).

The Labour Exchange Act

Paragraph 4.2.2. deals with the activities of the Labour Exchange Bureau. The institution of the Employment Agency Bureau is mandated by the Labour Exchange Act (LEA). The LEA deals with two kinds of employment placement:

1. public employment placement; and
2. private employment placement (article 1).

1. The Labour Exchange Bureau (LEB) is the sole authority with the right to be engaged in public employment placement (article 2). Employment placement is “constant activity with the aim to assist employers and jobseekers finding labour and employment” (article 1). The LEB arranges meetings between jobseekers and employers. It is up to them to freely conclude an employment contract. Services are provided for every worker and jobseeker without any distinction whatsoever (article 3 paragraph 1). Requirements regarding religion, nationality, social orientation and membership of an association do not lead to any preferential treatment except in case of justifiable reasons (article 3 paragraph 2).

Services of the LEB are free; additional costs made on requests of the employer or jobseeker should be compensated (article 4). The LEB does not place jobseekers in enterprises or parts of enterprises where workers are on strike or where the employer imposes lock-outs or where such actions are expected (article 5).
During a labour dispute, jobseekers are not eligible for LEB services if they are directly involved in strikes and lock-outs or in disputes tending to lead to strikes and lock-outs (article 5).

The LEB informs jobseekers on the common working conditions, if those proposed by the employer are different (article 6). The LEB does not provide its services when this will lead to the conclusion of an employment contract less favorable than the collective bargaining agreement to which the employer and the jobseeker will be bound by (article 7). The LEB is not responsible for the consequences of its job placement activities (article 8). The EAB maintains a register about its clients (article 9).

2.

There are 3 kinds of private employment-placement service in the Labour Mediation Act (article 10):

a. private employment placement service with profit motive, which is completely forbidden (article 11);

b. non profit private employment placement, with compensation of costs. This is only allowed with permission (permit) of the labour minister (article 12). He can withdraw the permit (article 15); and

c. non profit private employment placement without any compensation whatsoever.

The organizations or persons engaged in private employment placement as stated in b and c above can only place jobseekers abroad or foreign jobseekers in Suriname with permission of the labour minister (article 14).

Investigation and supervision of the observance of the provisions of the Labour Exchange Act are the responsibilities of the Labour Inspection, police or special officials of the minister (articles 17 and 20).

Imposition of fines and imprisonment are the penalties for offences against rules of the Labour Exchange Act (articles 18 – 20).

**Dismissal Permits Act**

The aim of the Dismissal Permits Act is to protect workers, promote job security and prevent unjustified dismissal or layoff. The Dismissal Permits Act prohibits employers to dismiss employees without permission (dismissal permit) of the labour minister – via the Dismissal Board –, except in case of:

- civil servants;
- termination on mutual consent;
- termination during probationary period;
- termination ipso jure; and
- termination on urgent grounds (articles 1, 2 and 3).

Applications for the permit should be in writing in a certain format (article 4). The Dismissal Board is established by the labour minister especially to receive and decide on the application, on behalf of the labour minister (Dismissal Board Decree).
The Board decides on applications within 30 days after receiving thereof. In case of absence a decision within 30 days, the permit is considered to be granted. Conditions can be attached to a permit (article 5).

The permit allows employers to terminate an employment contract and observe the minimum legal term of notice (article 6).

Termination without permission, when such is required, is null and void (article 7).

On the other hand in the event of termination for urgent reasons by the employer, immediate notification within 4 days is required (article 3 paragraph 2). The termination doesn’t take effect until the I-G on behalf of the labour minister expresses his approval or objection within 14 days (article 3 paragraph 3).

Penalties for offences in the Dismissal Permits Act are fines and imprisonment (article 8).

According to the Dismissal Board Decree (1986):
- the Board consists of 5 or 7 members mostly labour officials (article 3);
- the labour minister approved a model application form (article 5); and
- the Board has to hear the employer, the worker(s) and the labour union – if existing- before deciding (article 6) and has the power to summon parties to appear and to submit information (article 7).

The Dismissal Board Decree contains some procedural provisions. In accordance with the Dismissal Board Decree the labour minister gives some instructions by ministerial order for considering applications in 1994.

The issues dealt with in this ministerial order are:
- the criteria to be used when considering individual dismissal;
- collective redundancy on organizational or economic reasons and related specific requirements; and
- simplified procedures for certain categories of workers (management, employed clergymen, employees older then 60 years not entitled to pension etc.).

**The Work Permits Act**

The aim of the Work-permits Act is to regulate the number of foreign workers on the Surinamese labour market. The Work-permits Act prohibits employers to employ foreigners without a work-permit granted by the PS (article 3).

This obligation does not apply:
- in the case of civil servants (article 1 paragraph 2);
- to bilateral agreements with other states or conventions (article 2);
- to foreigners with a Surinamese spouse (Order of the Minister of Labour and Public Health of, 13 October 1983);
- to remigrants of Surinamese origin (idem);
- to legal refugees (idem); and
f. to categories of CARICOM citizens for whom a permit is required as mentioned in the Revised Treaty of Chaguaramas.

A work-permit is applied for by the employer and the worker concerned (article 4 paragraph 1).

The labour minister approved the application form as required (article 4 paragraph 2). Applications are not considered as such until:
   a. full information and evidence is submitted; and
   b. a residence permit is submitted or evidence that the residence permit is applied for (article 4 paragraph 4).

The permit should be granted by the Head of Work-permits Department on behalf of the PS within 30 days after application. The period can be extended with another 30 days (article 4 paragraph 5). The permit is granted to a certain employer for one employee for a certain kind of labour (article 5 paragraph 1).

An application for work-permit shall be rejected in the case where there is a rejection of the residence permit to the foreigner or in the event he/she is declared an undesirable alien (article 6). An application for work permit can be rejected for employment for which Surinamese labour is available or expected to be available on the labour market (article 7).

A permit can be withdrawn:
   a. if residence in Suriname is not allowed anymore, except if the foreigner can’t be deported (article 8);
   b. if incorrect or incomplete information has been furnished, influencing the issuance of the permit (article 9); and
   c. if the permit is not of use anymore (article 9).

All decisions related to work-permit are in writing (article 10). The labour minister is the appeal authority against the rejection or withdrawal of work-permits (article 11). Offences of the provisions of the Work-permits Act are punished by fines and imprisonment (article 12). Labour Inspection, police and special officials of the labour minister investigate offences of the Work-permits Act (article 14).

**The Penal Code**

*Child Labour*

Legal representatives are liable to punishment if they offer persons younger than 12 year under their guardianship to another person, knowing that they will be engaged in labour hazardous to their health or otherwise (article 311).
Forced Labour

The Court of Justice has the competence to determine whether a convicted person shall be employed in public works (article 14). The prisoner is obliged to perform labour as ordered to him according to the laws applicable for prison (articles 16 and 39). Persons convicted and imprisoned are free to perform labour of their choosing subject to applicable rules in prison. If he/she fails to do so, he/she can be ordered to perform labour according to laws applicable (article 37).

Employment contract on ships

The Penal Code contains some provisions on the employment contract on ships (articles 455 – 458 and 462-463).

The Commercial Code

The employment between crew members and ship-owners is regulated by the Commercial Code (Book II, Title IV, paragraph 2). According to the Commercial Code “crew members” are only those who have concluded an employment contract with ship-owners (article 490). All rules of the Civil Code are applicable on the employment relationship between crew members and ship-owners if not stipulated otherwise in the Commercial Code (article 491).

The employment contract should be in writing in order to be valid (article 492). The provisions of the Commercial Code (Book II, Title IV, paragraph 2) are related to:
- the duration of the employment contract (articles 493 – 495 and 504 -506);
- formal requirements regarding the employment contract (articles 496 and 497);
- minimum age (articles 448 – 500);
- standing employment conditions (articles 501 – 503);
- food, nourishment and facilities (articles 507 – 510);
- weapons (article 511);
- remuneration (articles 512 – 514 and 527 – 531);
- holidays and rest (article 515);
- employment injury (articles 516 and 517);
- authority of the captain (articles 490, 518 – 521 and 523);
- disembarking (articles 522 – 523);
- fine (articles 574 – 525);
- compensation to wife and children (article 526);
- termination of employment (articles 531 – 548);
- testimonial (article 549); and
- salvage, towing, shipwreck and transportation (articles 550 – 553).