

# THE EMPLOYMENT ACT (AMENDMENT) BILL, 2019

## A Bill for -

AN ACT of Parliament to amend the Employment Act, 2007 and for connected purposes.

ENACTED by the Parliament of Kenya as follows—

Short title	<b>1.</b> This Act may be cited as the Employment Act (Amendment) Act, 2019.
Amendment to Section 2 of No. 11 of 2007	<b>2.</b> The Employment Act, 2007, hereinafter referred to as the “Principal Act”, is amended in section 2 by—  (a) deleting the words “or medical officer” in the definition of “authorised officer”;  (b) inserting at the end of the definition of “casual employee” the words “but excludes piece rate work”;  (c) deleting the word “juveniles” and substituting therefor with the word “children” in the definition of “worst forms of child labour”;  (d) deleting the definition of “disability” and substituting therefor with the following new definition—  “disability” has the meaning assigned to it in the Persons with disability Act, 2003;  (e) deleting the definitions of “employee” and substituting therefor with the following new definition—  “employee” means a person works in the service of the employer under an express or implied contract of service, under which the employer has right to direct and control the details of work performance and excludes contract for services.  (f) deleting the definition of “labour officer” and substituting therefor with the following new definition—  “labour officer” means a person appointed as a labour officer”;  (g) deleting the definition of “HIV”  (h) inserting the following new definitions in their proper alphabetical sequence—  (i) “Authority” means the National Employment Authority established under the National Employment Authority Act, 2016;
No 14 of 2003	
No. 3 of 2016	

	<ul style="list-style-type: none"> <li>(ii) “Contract for service” means contract for a specified piece rate of work;</li> <li>(iii) “piece rate work” means any form of employment in which a worker is paid a fixed piece rate for each unit or product produced irrespective of the time occupied in its performance;</li> <li>(iv) "part-time employee" means an employee whose normal hours of work, are less than the normal hours of work of a comparable full-time employee and who is not a full-time employee with reduced hours;</li> <li>(v) “term contract” means contractual relationship between an employee and an employer for a specified period; and</li> <li>(vi) "overtime" means any hours of work in excess of the normal hours of work.</li> </ul>
Amendment of No. 11 of 2007	<p><b>3.</b> The principal Act is amended by deleting the word “Minister” wherever it appears and substituting therefor with the expression “Cabinet Secretary”</p>
Amendment to Section 3 of No. 11 of 2007	<p><b>4.</b> Section 3 of the principal Act is amended –</p> <ul style="list-style-type: none"> <li>(a) in subsection (2) by— <ul style="list-style-type: none"> <li>(i) deleting paragraph (a) and substituting therefor with the following new paragraph— <ul style="list-style-type: none"> <li>(a) “Kenya Defence Forces established under Article 241(1) of the Constitution;”</li> </ul> </li> <li>(ii) deleting paragraph (b) and substituting thereof with the following new paragraph – <ul style="list-style-type: none"> <li>(b) “National Intelligence Service established under Article 242 (1) of the Constitution;</li> </ul> </li> <li>(iii) deleting paragraph (c) and substituting thereof with the following new paragraph— <ul style="list-style-type: none"> <li>(c) “National Police Service” established under Article 243 (1) of the Constitution;</li> </ul> </li> <li>(iv) inserting the following new paragraph immediately after paragraph (d)— <ul style="list-style-type: none"> <li>(e) volunteers.</li> </ul> </li> </ul> </li> <li>(b) in subsection (4) by deleting the expression “after consultation with the Board and” appearing immediately after the expression</li> </ul>

	<p>“Minister may,” and</p> <p>(c) in subsection (5) by deleting the expression “after consultation with the Board and” appearing immediately after the expression “Minister may”.</p>
Amendment to Section 4 of No. 11 of 2007	<p><b>5.</b> Section 4 of the Principal Act is amended in subsection 3 by deleting the expression “five hundred thousand shillings or to imprisonment for a term not exceeding two years” and substituting therefor with the expression “five million shillings or to imprisonment for a term not exceeding five years”.</p>
Amendment to Section 5 of No. 11 of 2007  No. 12 of 2011	<p><b>6.</b> Section 5 of the Principal Act is amended—</p> <p>(a) in subsection (1) by—</p> <p>(i) inserting the word “and” immediately after the word “Minister”; and</p> <p>(ii) by deleting the expression “and the industrial court” appearing immediately after the word “officers”;</p> <p>(b) by introducing the following new subsection (2a) immediately after subsection (2)—</p> <p>(2a) An employer shall not employ a foreign national whose residency status in the country has not been regularised in accordance with the Kenya Citizenship and Immigration Act or any other relevant law.</p> <p>(c) in subsection (3) by deleting paragraph (a) substituting therefor with the following new paragraph—</p> <p>“(a) On grounds of race, sex, pregnancy, marital status, health status, ethnic or social origin, colour, age, disability, religion, conscience, belief, culture, dress, language or birth.”</p>
Amendment to Section 6 of No. 11 of 2007	<p><b>7.</b> Section 6 of the Principal Act is amended—</p> <p>(a) in subsection (2) by deleting the word “twenty” and substituting with the word “five”;</p> <p>(b) by inserting the following new subsection immediately after subsection (4)—</p> <p>“(5) An employer who contravenes subsection (2) commits an offence.”</p>
Amendment to Section 9 of No. 11 of 2007	<p><b>8.</b> Section 9 of the Principal Act is amended –</p> <p>(a) in subsection (4) by deleting the expression “is illiterate or” appearing immediately after the word “employee”;</p> <p>(b) by inserting the following new subsections immediately after subsection (4)—</p>

	<p>(5) A provision in a contract of service whose effect is to restrain an employee from exercising a lawful profession or occupation or use of knowledge and skills gained during employment upon termination of such contract of service is void.</p> <p>(6) Despite of subsection (5), a contract of service may limit an employee from disclosing any confidential information or trade secrets acquiring in the course of engagement for a reasonable period.</p>		
Amendment to Section 10 of No. 11 of 2007	<p><b>9.</b> Section 10 of the Principal Act is amended—</p> <p>(a) in subsection (2) paragraph (a) by—</p> <p>(i) deleting the word “permanent” and substituting therefor with the word “contact”; and</p> <p>(ii) deleting the word “age” and words “and sex”;</p> <p>(b) in subsection (3)—</p> <p>(i) in paragraph (a) by inserting the following new subparagraph immediately after subparagraph (iii) —</p> <p>“(iv) Education leave”; and</p> <p>(ii) in paragraph (f) by deleting the word “Kenya” wherever it appears in the paragraph and substituting therefor with the expression “East Africa Community”.</p>		
Amendment of section 11 of No. 11 of 2007	<p><b>10.</b> Section 11 of the Principal Act is amended in subsection (5) by deleting the word “Kenya” wherever it appears in the subsection and substituting thereof with the expression “East Africa Community”.</p>		
Amendment of section 12 of No. 11 of 2007	<p><b>11.</b> Section 12 of the Principal Act is amended by deleting subsection (3).</p>		
Amendment of section 13 of No. 11 of 2007	<p><b>12.</b> Section 13 of the Principal Act is amended in subsection (3) paragraph (b) by deleting the word “Kenya” and substituting thereof with the expression “East Africa Community”.</p>		
Amendment of section 15 of No. 11 of 2007	<p><b>13.</b> The Principal Act is amended by inserting the following new sections immediately after section 15 —</p>		
	<table border="1"> <tr> <td><b>Transfer of undertakings</b></td> <td> <p>15A. (1) In this section —</p> <p>“affected employee” means any employee of the transferor who may be affected by a transfer of an undertaking or any measures taken in connection with such a transfer;</p> </td> </tr> </table>	<b>Transfer of undertakings</b>	<p>15A. (1) In this section —</p> <p>“affected employee” means any employee of the transferor who may be affected by a transfer of an undertaking or any measures taken in connection with such a transfer;</p>
<b>Transfer of undertakings</b>	<p>15A. (1) In this section —</p> <p>“affected employee” means any employee of the transferor who may be affected by a transfer of an undertaking or any measures taken in connection with such a transfer;</p>		

		<p>“transfer” means disposition of an undertaking as a going concern and effected through a sale, merger, or operation of law; and</p> <p>“undertaking” includes any trade or business</p> <p>(2) If an undertaking or part of an undertaking is transferred from one person to another —</p> <ul style="list-style-type: none"><li>(a) such transfer shall not operate to terminate the contract of service of any employee employed by the transferor in the undertaking;</li><li>(b) the contract of service shall have effect after the transfer as if such contract was originally made between the employee and the transferee with the same terms and conditions of service; and</li><li>(c) the transfer shall not break the continuity of the period of employment.</li></ul> <p>(3) Without prejudice to subsection (2), on completion of a transfer—</p> <ul style="list-style-type: none"><li>(a) all the transferor’s rights, powers, duties and liabilities in connection with any contract of service shall be transferred by virtue of this section to the transferee;</li><li>(b) any act or omission done before the transfer by the transferor in respect of that contract of service shall be taken to have been done by the transferee; and</li><li>(c) any act or omission done before the transfer by an employee of the undertaking in relation to the transferor shall be deemed to have been done in relation to the transferee.</li></ul> <p>(4) As soon as it is reasonable and before a transfer of an undertaking takes place, to enable consultations between transferor and affected employees or their representatives if any, the transferor shall notify the affected employees of the —</p> <ul style="list-style-type: none"><li>(a) fact that the transfer is to take place, the approximate date on which it is to take place and the reasons for the transfer;</li><li>(b) implications of the transfer and the measures that the transferor envisages will be taken in</li></ul>
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	No 18 of 2015	<p>relation to the employees, if any; and</p> <p>(c) measures that the transferee envisages to take in relation to employees if any.</p> <p>(5) Any recognition or collective agreement entered into between the transferor and the trade union of the affected employees and in force immediately before the transfer shall continue in force between the transferee and the trade union of the affected employees for a period of 12 months after the date of the transfer or until the date of its expiry, whichever is the earlier.</p> <p>(6) This Section shall not apply to any transfer of an undertaking where the transferor is the subject of any insolvency proceedings.</p> <p>(7) If either before or after the transfer, an employee of the transferor is dismissed, it will amount to unfair dismissal if the principal reason for such dismissal is in connection with the transfer.</p> <p>(8) The Cabinet Secretary may make regulations to give effect to this section.</p>
	<b>Death of employer</b>	<p>15(B) (1) Where the employer's personal position formed the basis of the employment relationship with the employee, the contract of service with the employee shall terminate upon death of the employer.</p> <p>(2) Despite of subsection (1), employee's right of itemised pay statements, wages, leave and any other right shall be claimed against the personal representatives of the deceased employer.</p> <p>(3) Where the contract of service was in relation to a business, and such business does not carry on after the death of the employer, the employee shall be taken to have been dismissed for reason of redundancy and will entitled to appropriate payment from a personal representative.</p> <p>(4) If on death of the employer the business carries on, the employee shall continue to be employed by the personal representatives and continuity of employment is preserved.</p>
Amendment of section 16 of No.	<b>14.</b> The Principal Act is amended by repealing Section 16 and substituting thereof with the following new section—	

11 of 2007	<p>16. Where an employer does not give an employee a statement as required by section 10, 12, 13, and 20, or the employee is dissatisfied with any decision by the employer, the employee may refer their grievance as a dispute for settlement in accordance with the mechanisms established under Part XII of this Act.</p>
Amendment of section 17 of No. 11 of 2007	<p><b>15.</b> Section 17 of the Principal Act is amended—</p> <p>(1) in subsection (1)—</p> <p>(a) by deleting the word “of” appearing immediately after the word currency and substituting thereof with the expression “recognised in”; and</p> <p>(b) in paragraph (c) by deleting the expression “cheque, postal order or money order” and substituting thereof with the expression “any payment instrument recognised under the National Payment Systems Act”</p> <p>(2) by deleting subsection (9)</p>
Amendment of Section 18 of No. 11 of 2007	<p><b>16.</b> Section 18 of the Principal Act is amended in subsection (3) by deleting the expression “an order, judgement or award of the industrial court or”</p>
Amendment of section 19 of No. 11 of 2007	<p><b>17.</b> Section 19 of the Principal Act is amended by deleting subsection (6) and substituting therefor with the following new subsection—</p> <p>(6) Where proceedings are brought in respect of failure by the employer to remit deductions from an employee’s remuneration, the court may in addition to fining the employer order the employer to —</p> <p>(a) refund the employee the money deducted from the employee’s wages; or</p> <p>(b) to pay the intended beneficiary on behalf of the employee with the employer’s own funds.”</p>
Amendment of section 22 of No. 11 of 2007	<p><b>18.</b> Section 22 of the Principal Act is amended by deleting the expression “on the advise of the Board”</p>
Amendment to Section 24 of No. 11 of 2007	<p><b>19.</b> Section 24 of the principal Act is amended by deleting the expression “district commissioner” wherever it appears in the section and substituting thereof the expression “county commissioner”</p>
Amendment of section 24 of No. 11 of 2007	<p><b>20.</b> Section 25 of the Principal Act is amended by deleting the expression “one hundred thousand shillings” and substituting thereof with expression “one million”.</p>
Amendment to Section 27 of No. 11 of 2007	<p><b>21.</b> The Principal Act is amended by inserting the following new sections immediately after section 27—</p>

	<p><b>Overtime</b></p>	<p><b>27A</b> (1) An employer shall not require an employee to work overtime except in accordance with an agreement.</p> <p>(2) An agreement shall not require an employee to work more than twelve hours on any day.</p> <p>(3) An employer shall pay an employee at least one and one-half times the employee's normal wage for overtime worked.</p> <p>(4) Overtime shall be payable at the following rates -</p> <p>(a) for time worked in excess of the normal number of hours per week at one and one-half times the normal hourly rate; and</p> <p>(b) for time worked on the employees normal rest day or public holiday at twice the normal hourly rate.</p>
	<p><b>Night work</b></p>	<p><b>27B</b> (1) In this section, night work means work performed between 10:00 pm and 06:00 am.</p> <p>(2) An employer may only require an employee to perform night work, if so agreed, and if—</p> <p>(a) the employee is compensated by the payment of an allowance, which may be a shift allowance, or by a reduction of working hours; and</p> <p>(b) transportation is available between the employee's place of residence and the workplace at the commencement and conclusion of the employee's shift.</p> <p>(3) An employer who requires an employee to perform night work on regular basis must—</p> <p>(a) inform the employee—</p> <p>(i) of any health and safety hazards associated with the work that the employee is required to perform; and</p> <p>(ii) of the employee's right to undergo a medical examination in terms of paragraph (b);</p> <p>(b) at the request of the employee, enable the employee to undergo a medical examination, for the account of the employer, concerning those hazards—</p> <p>(i) before the employee starts, or</p>



		<p>within a reasonable period of the employee starting, such work; and</p> <p>(ii) at appropriate intervals while the employee continues to perform such work; and</p> <p>(c) transfer the employee to suitable day work within a reasonable time if—</p> <p>(i) the employee suffers from a health condition associated with the performance of night work; and</p> <p>(ii) it is practicable for the employer to do so.</p> <p>(4) The Cabinet Secretary may make regulations on performance of night work.</p>
	Flexible working time	<p><b>27C</b> (1) Despite of Section 13 of this Act, an employee may apply to the employer for a change in terms and conditions of employment relating to—</p> <p>(a) the times when the employee is required to work;</p> <p>(b) where, as between employee’s home and a place of business of the employer, the employee required to work, or</p> <p>(c) such other aspect the Cabinet Secretary may prescribe.</p> <p>(2) An application under this section shall specify the change applied for and the date on which it is proposed to become effective;</p> <p>(3) An employer to whom an application is made under this Section shall—</p> <p>(a) notify the employee of the decision on the application within reasonable period; and</p> <p>(b) only refuse the application on one or more of the following grounds—</p> <p>(i) the burden of additional costs;</p> <p>(ii) detrimental effect on ability to meet customer demand;</p> <p>(iii) inability to re-organise work among existing staff;</p> <p>(iv) inability to recruit additional staff;</p> <p>(v) detrimental impact on quality;</p> <p>(vi) detrimental impact on performance;</p> <p>(vii) insufficiency of work during the</p>

		<p>periods the employee proposes to work, (viii)planned structural changes; and (ix)such other grounds as may be prescribed.</p> <p>(4) The Cabinet Secretary may prescribe guidelines on flexible working hours</p>
Amendment to Section 29 of No. 11 of 2007	<p><b>22.</b> Section 29 of the principal Act is amended by—</p> <p>(a) deleting subsection 8 and substituting thereof with the following new subsection—</p> <p>(8) In the event where a female employee who has been granted a leave under this section suffers a stillbirth, such employee shall be entitled to one month leave.</p> <p>(b) introducing new sections <b>29A</b>, <b>29B</b> and <b>29C</b> immediately after section 29, as follows—</p>	
	Paternity Leave	<p><b>29A.</b> (1) A male employee shall, immediately after the delivery of his child, have a right to a paternity leave for a period of 14 days with full pay.</p> <p>(2) The leave under subsection (1) shall be granted only upon production of a notification of birth issued in accordance with law relating to registration of births.</p>
	Adoption Leave	<p><b>29B.</b> (1) An employee who is an adoptive parent of a child who is below the age of two, is entitled to an adoption leave of one month.</p> <p>(2) An employee may commence adoption leave on the date—</p> <p>(a)the adoption order is granted; or</p> <p>(b) a child is placed in the care of a prospective adoptive parent by a competent court, pending the finalisation of an adoption order in respect of that child, whichever date occurs first.</p> <p>(3) An employee shall notify an employer in writing, unless the employee is unable to do so, of the date on which the employee intends to—</p> <p>(a)commence adoption leave; and</p> <p>(b)return to work after adoption leave.</p> <p>(4) Notification in terms of subsection (3) must be given—</p>

		<p>(a) at least one month before the date referred to in subsection (2); or</p> <p>(b) as soon as it is reasonably practicable.</p> <p>(5) Despite of subsection (1), where a child is born as a result of a surrogate motherhood agreement, an employee who is a commissioning parent shall be entitled to parental leave of two months from the date a child is born.</p>
	Compassionate leave	<b>29C</b> (1) An employee who has exhausted their annual leave may be granted compassionate leave for up to five days with full pay in a leave year in case of death of a parent, spouse, child or sibling.
Amendment to Section 30 of No. 11 of 2007		<p><b>23.</b> Section 30 of the Principal Act is amended by deleting subsection (1) section and substituting therefor with the following new subsection—</p> <p>(1) An employee shall be entitled to a sick leave of up to a maximum of 30 days with full pay and thereafter to up to a maximum of 15 days sick leave with half pay in each period of 12 consecutive months of service.</p>
Amendment of section 31 of No. 11 of 2007		<b>24.</b> Section 31 of the Principal Act is amended in subsection (2) by deleting the expression “on the recommendation of the Board”
Amendment of section 34 of No. 11 of 2007		<b>25.</b> The principal Act is amended by introducing a new section immediately after section 34, as follows—
	Education Leave	<b>34A.</b> An employee who is enrolled for a course in a recognised learning institution, which the employee has notified the employer, shall be entitled to an education leave of up a maximum of ten days in a leave cycle with full pay, for purpose of enabling such employee take any course evaluations.
Amendment to Section 35 of No. 11 of 2007		<p><b>26.</b> Section 35 of the principal Act is amended—</p> <p>(1) in subsection (4) by inserting the following new paragraph immediately after paragraph (b)—</p> <p>(c) of an employee to be provided by the employer with written statement giving particulars of the reasons for dismissal.</p> <p>(2) in subsection (5) by—</p> <p>(a) deleting the expression “the terms of which shall be fixed”;</p> <p>(b) inserting the following new subsections immediately after subsection (5) —</p>

	<p>“(5a) Upon termination of contract of service, an employee shall be entitled to gratuity as provided in the contract it is not less than equivalent to 15 days pay for each completed year of service;</p> <p>(5b) Where an employee who works on a contract, has worked for an aggregate of 1 year, irrespective of payment of wages, the employee shall be entitled to service pay for every year worked calculated on the basis of the last earned basic salary.”</p> <p>(3) in subsection (6) by deleting the expression “this Section” and substituting thereof with the expression “subsection 5”; and</p> <p>(4) By inserting the following new subsection (7) immediately after subsection (6) —</p> <p>(7) Where an employee is retired whether under normal retirement or on medical grounds, the employer shall provide the employee with a certificate of retirement.</p>
<p>Amendment of section 40 of No. 11 of 2007</p>	<p><b>27.</b> Section 40 of the principal Act is amended—</p> <p>(a) in subsection (1) paragraph (e) by deleting the expression “in cash”; and</p> <p>(b) in subsection (3) by inserting the expression “or technological unemployment” immediately the word redundancy.</p>
<p>Amendment to Section 44 of No. 11 of 2007</p>	<p><b>40</b> Section 44 of the Principal Act is amended by—</p> <p>(a) inserting the following new subsections immediately after subsection (3)—</p> <p>(3a) An employer shall before taking any action under subsection (3)—</p> <p>(a) Inform the employee of the nature of charge against the employee in sufficient details;</p> <p>(b) offer the employee an opportunity to be heard and state their case; and</p> <p>(c) inform the employee of any right of appeal against the decision made.</p> <p>(3b) An employer who fails to follow the procedure outlined in subsection 3a shall render any dismissal to be unfair dismissal.</p> <p>(b) inserting the following new subsection immediately after subsection (4)—</p> <p>(5) Where an employee is summarily dismissed for lawful cause, the employee shall on such dismissal be paid all wages, accrued allowances due to him up to the date of the dismissal and any other monetary obligations paid into a pension scheme.</p>

<p>Amendment to Section 45 of No. 11 of 2007</p>	<p><b>41</b> Section 45 of the Principal Act is amended—</p> <p>(a) by deleting subsection (3);</p> <p>(b) in subsection (4) by inserting the following new paragraph immediately after paragraph (b)—</p> <p>(c) an employee is compelled to terminate the contract of service in a circumstance where the employer conducts themselves in a manner calculated to make working conditions of an employee intolerable, and disregards essential terms of service, which seriously damages the relationship of trust and confidence between the employer and the employee.</p>	
<p>Amendment of section 46 of No. 11 of 2007</p>	<p><b>42</b> Section 46 of the Principal Act is amended by deleting paragraph (g) and substituting thereof with the following paragraph—</p> <p>(g) An employee’s race, sex, marital status, health status, ethnic or social origin, colour, age, disability, religion, conscience, belief, culture, dress, language or birth;</p>	
<p>Amendment to Section 47 of No. 11 of 2007</p>	<p><b>43</b> Section 47 of the principal Act is amended by deleting subsection (6).</p>	
<p>Repeal of section 48 of No. 11 of 2007</p>	<p><b>44</b> The principal Act is amended by repealing section 48 and substituting thereof with the following new section—</p> <p>48. In any complaint under section 47, any party may be assisted or represented by an advocate, an official of a trade union or an official of an employer’s organisation.</p>	
<p>Amendment to section 48 of No. 11 of 2007</p>	<p><b>45</b> The Principal Act is amended by inserting the following new section immediately after section 48—</p>	
	<p>Precautionary Suspension</p>	<p><b>48A</b> An employer may suspend an employee for a maximum period of 14 days with full pay where the employer opts to conduct an inquiry which the employer has reason to believe may reveal a cause for dismissal of an employee.</p>
<p>Amendment to Section 53 of No. 11 of 2007</p>	<p><b>46</b> Section 53 of the principal Act is amended—</p> <p>(a) by deleting subsection(1) and substituting thereof with the following new subsection—</p> <p>(1) No person may employ a child in employment that—</p> <p>(a) is inappropriate for a person of that age; and</p> <p>(b) places at risk the child’s well-being, education, physical or mental health, or spiritual, moral or social development;</p>	

	<p>(b) in subsection (2) by deleting the expression “shall in consultation with the Board” and substituting thereof with the word “may”;</p> <p>(c) by inserting the following new subsection immediately after subsection (2) —</p> <p style="text-align: center;">(3) A person who employs a child in contravention of this section commits an offence.</p>
Amendment to Section 54 of No. 11 of 2007	<p><b>47</b> Section 54 of the principal Act is amended—</p> <p>(a) in sub-section (1) by</p> <p>(i) deleting the words “of the rank of an inspector and above”; and</p> <p>(ii) deleting the expression “constituting worst forms of child labour” and substituting thereof with “in contravention of section 53 (1).”;</p> <p>(b) in sub-section (2) by inserting the expression “children officer” immediately after the expression “labour officer”; and</p> <p>(c) in sub-section (4) by deleting the words “constituting worst forms of child labour” and substituting with “in contravention of section 53.”</p>
Repeal of section 66 of No.11 of 2007	<p><b>48</b> The Principal Act is amended by repealing section 66.</p>
Amendment of section 67 of No. 11 of 2007  No 18 of 2015          No..... of 2015	<p><b>49</b> Section 67 of the Principal Act is amended—</p> <p>(a) in paragraph (a) –</p> <p>(i) subparagraph (ii) by deleting the words “the Law of Succession Act” and substituting thereof with the words “an order made under the Insolvency Act, 2015”</p> <p>(ii) by introducing a new subparagraph (iii) immediately after subparagraph (ii), as follows—</p> <p>(iii) a moratorium period under a debt relief order applies.</p> <p>(b) in paragraph (b) –</p> <p>(i) by deleting the word “company” wherever it appears in the paragraph and substituting thereof with the words “corporate entity”; and</p> <p>(iii) by introducing a new subparagraph (iii) immediately after subparagraph (ii), as follows—</p> <p>(iii) voluntary arrangement has been proposed in accordance with the Insolvency Act, 2015.</p>
Amendment of	<p><b>50</b> Section 69 of the principal Act is amended—</p>

<p>section 69 of No 11 of 2007</p>	<p>(a) in subsection (1)(a) by deleting the word “ten” and substituting thereof with the word “fifty”; and</p> <p>(b) in subsection (2) by deleting the expression “on advise of the board”</p>
<p>Amendment of section 70 of No. 11 of 2007</p>	<p><b>51</b> Section 70 of the principal Act is amended—</p> <p>(a) in subsection (4)(a) by –</p> <p>(i) deleting the expression “or a permanent” appearing immediately after the word “bankruptcy”; and</p> <p>(ii) deleting the expression “Bankruptcy Act” and substituting thereof with the expression “Insolvency Act,2015”.</p>
<p>Repeal of section 71 of No. 11 of 2007</p>	<p><b>52</b> The Principal Act is amended by repealing section 71.</p>
<p>Repeal of section 72 of No. 11 of 2007</p>	<p><b>53</b> The Principal Act is amended by repealing section 72.</p>
<p>Repeal of section 73 of No. 11 of 2007</p>	<p><b>54</b> The Principal Act is amended by repealing section 73.</p>
<p>Amendment to section 75 of No. 11 of 2007</p>	<p><b>55</b> The Principal Act is amended by introducing a new Part <b>IXA</b> immediately after section 75 with the following new sections <b>75A, 75B, 75C, 75D, 75E, 75F, 75G</b> consecutively numbered—</p>
	<p><b>PART IXA – PROTECTION OF EMPLOYEES PERSONAL DATA</b></p>
<p>Principles of employee protection of data</p>	<p><b>75A</b> In this Part—</p> <p>“personal data” means any information related to an identified or identifiable employee, former employee, or an applicant to employment;</p> <p>“processing” includes collection, storage communication, or any other use of personal data; and</p> <p>“monitoring” includes the use of electronic devices or any other communication equipment, for purpose of establishing identity and location, or any other method of surveillance.</p> <p>(2) An employer shall process personal data lawfully and fairly, and use it only for reasons directly relevant to the employment and for the</p>

		<p>purposes in which such personal data was originally collected.</p> <p>(3) If personal data is to be processed for purposes other than those for which it was collected, the employer shall ensure that it is not used in a manner incompatible with the original purpose.</p> <p>(4) Personal data collected in connection with technical or organisational measures to ensure the security and proper operation of automated information systems shall not be used to control the behaviour of employees.</p> <p>(5) No decisions concerning an employee shall be made based solely on the automated processing of that employee's personal data.</p> <p>(6) Personal data collected by electronic monitoring shall not be the only factor in evaluating an employee's performance.</p> <p>(7) Every employer has a duty to regularly assess their data processing practices to –</p> <ul style="list-style-type: none"> <li>(a) reduce as far as possible the kind and amount of personal data collected; and</li> <li>(b) Improve ways of protecting the privacy of employees.</li> </ul> <p>(8) An employer shall keep the employees informed of any data collection process, the rules that govern that process, and their rights.</p> <p>(9) The processing of personal data should not have the effect of unlawfully discriminating in employment or occupation.</p>
	<p>Collection of employee's personal data</p>	<p><b>75B</b> (1) All personal data shall be obtained from the individual employee.</p> <p>(2) Where it is necessary to collect personal data from third parties, the employee shall be informed in advance and give explicit consent.</p> <p>(3) Where third party collection is used as outlined in subsection (2), the employer shall indicate the purpose of the processing, type of data to be gathered, and the consequences, if any, of refusing consent.</p>



		<p>(4) An employer shall not collect or process personal data concerning an employee's sex life or sexual orientation; political, religious or other beliefs and membership in a trade union, unless such personal data is directly relevant to an employment decision and in conformity with any national legislation.</p> <p>(5) No employer shall use polygraphs, truth-verification equipment or any other similar testing procedure in the context of employment</p> <p>(6) Where an employee is monitored, the employee has a right to be informed in advance of the reasons for monitoring, the time schedule, the methods and techniques used, the nature of data to be collected.</p> <p>(7) Secret monitoring of an employees is permitted only if –</p> <ul style="list-style-type: none"> <li>(a) it is in conformity with a national legislation; or</li> <li>(b) there is reasonable grounds to believe commission of a criminal activity.</li> </ul> <p>(8) Continuous monitoring of an employee is permitted only if required for health and safety or the protection of property.</p>
	Security of personal data	<p><b>75C</b> Every employer shall ensure personal data is protected by such security safeguards as are reasonable in the circumstances to guard against loss and unauthorized access, use, modification or disclosure.</p>
	Storage of personal data	<p><b>75D</b> (1) Any storage of personal data shall be limited to data gathered consistent with the principles on the collection of personal data outlined this Part.</p> <p>(2) Personal data covered by medical confidentiality shall be stored only by personnel bound by rules on medical secrecy and maintained apart from all other personal data.</p> <p>(3) Every employer shall provide general information, regularly reviewed, listing types of personal data held on individual employees and on the processing of that data.</p> <p>(4) Employer shall verify periodically that the personal data stored is accurate, up to date and</p>

		<p>complete.</p> <p>(5) Personal data shall be stored only for justified and specific purposes for which it has been collected, unless—</p> <p>(a) an employee wishes to be on a list of potential job candidates for a specific period;</p> <p>(b) the personal data is required to be kept by a national legislation; or</p> <p>(c) the personal data is required by an employer or employee for any legal proceedings to prove any matter to do with an existing or former employment relationship.</p>
	Use of personal data	<b>76E</b> Personal data shall be used only in consistent with the principles in this part in accordance with the national law relating to data protection.
	Communication of personal data	<p><b>75F</b> (1) Personal data shall not be communicated to a third party without employee’s explicit consent, unless the communication is—</p> <p>(a) necessary to prevent serious and imminent threat to life or health;</p> <p>(b) required or authorized by law;</p> <p>(c) necessary for the conduct of the employment relationship; or</p> <p>(d) required for the enforcement of criminal law.</p> <p>(2) Personal data shall not be communicated for commercial or marketing purposes without the employee’s informed and explicit consent.</p> <p>(3) The limitation as to communications to third parties shall apply to the communication of personal data between employers in the same group and between different agencies of government.</p> <p>(4) Personal data should be internally available only to specifically authorized users, who shall have access only to such as needed for the fulfilment of their particular tasks.</p> <p>(5) An employer shall adopt procedures for monitoring the internal flow of personal data and for ensuring that the processing complies with this Part.</p>
	Employment agencies	<b>75G</b> Where an employer uses employment agencies for purpose of recruitment, the employer shall expressly require a retained employment agency to process personal data consistent with the provisions of this part or a national law

		relating to data protection.
Amendment of section 76 of No. 11 of 2007	<b>56</b>	Section 76 of the Principal Act is amended in— (a) subsection (1) by deleting the expression “twenty-five” and substituting thereof with the word “five”; and  (b) Subsection (2) by deleting the word “Director” wherever it appears in the subsection and substituting thereof with the word “Authority”.
Amendment of section 77 of No. 11 of 2007	58.	Section 77 of the Principal Act is amended by deleting the word “Director” and the expression “the employment service office” and in both cases substituting thereof with the word “Authority
Amendment of section 78 of No. 11 of 2007	59.	Section 78 of the Principal Act is amended by deleting the expression “employment service office” and substituting thereof with the word “Authority
Amendment of section 79 of No. 11 of 2007	60.	Section 79 of the Principal Act is amended by deleting the word “Director” and substituting thereof with the word “Authority”
Amendment to Section 87 of No. 11 of 2007	61.	Section 87 of the Principal act is amended by the introducing a new subsection immediately after sub-section (3), as follows-  “(4) The Director of Public Prosecutions may appoint such number of officers to act as prosecutors for purposes of this Act.”
Amendment of section 87 of No. 11 of 2007	62.	Section 87 of the Principal Act is amended— (a) in sub-section (1) by— (i) inserting the expression “or any other mediator conciliator or arbitrator the parties may agree upon or appointed by the Commission”. immediately after the expression “labour officer”. (ii) inserting the word “Commission” immediately before the words “Industrial Court”.  (b) deleting subsection (2) and substituting thereof with the following new subsections-  (2). Where an agreement is reached through the labour officer, a mediator or an arbitrator, such agreement may be recorded by the Court as an order of the Court.
Amendment of section 89 of No. 11 of 2007	63.	Section 88 of the Principal Act is amended in subsection by deleting the expression “fifty thousand” and substituting thereof with the expression “five hundred thousand”
Amendment of section 89 of No. 11 of 2007	64.	Section 89 of the Principal Act is amended by deleting subsection (3)

<p>Amendment of section 91 of No. 11 of 2007</p>	<p>65. Section 91 of the Principal Act is amended—</p> <ul style="list-style-type: none"><li>(a) in subsection (1) by deleting the expression “after consultation with the board”.</li><li>(b) by deleting the word “rules” wherever it appears and substituting thereof with the word “Regulations”.</li><li>(c) by deleting subsection (3) and substituting thereof with the following new subsection— “Any regulation made under this section may distinguish between children of different ages in relation to their localities, occupations or circumstances”</li></ul>
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