

TRINIDAD AND TOBAGO.

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I ASSENT,

[L.S.]

J. HUGGINS,
Acting Governor
5th December, 1938.

8th December, 1938.

AN ORDINANCE relating to Masters and Servants.

BE it enacted by the Governor of Trinidad and Tobago with the advice and consent of the Legislative Council thereof as follows:—

Short title.

1. This Ordinance may be cited as the Masters and Servants Ordinance, 1938.

Interpretation.

2. In this Ordinance:—

"Contract" includes any agreement, understanding, or arrangement whatsoever on the subject of wages, whether written or oral, direct or indirect, to which any employer and any servant are parties, or are assenting, or by which they are mutually bound to each other;

"Employer" includes any master, mistress, foreman, attorney, agent, manager, overseer, clerk, or other person engaged in the hiring, employing, or superintending the labour or service of any servant;

"Servant" means any mechanic, artisan, artificer, handicraftsman, agricultural or other labourer, any household or other domestic servant, any driver or conductor of a motor vehicle, and any person employed in a drogher or other vessel.

“ Wages ” includes any money or other thing paid, or contracted to be paid, delivered, or given as a recompense, reward, or remuneration for any labour or other service done or to be done, whether within a certain time or to a certain amount, or for a time or an amount uncertain.

3.—(1) No contract for service not made within the Colony shall be a contract within the meaning of this Ordinance. Contracts for service.

(2) No contract for service shall be valid or binding on either of the parties thereto for any longer term than the period of one year from the time when the service under such contract shall be commenced according to the terms of the contract.

4.—(1) No written contract for service shall be deemed a contract within the meaning of this Ordinance unless it shall be signed with the name of, or, in the case of illiterate persons, be entered into by, each of the contracting parties in the presence of a Justice of the Peace, Warden, Assistant Warden, Medical Practitioner or Clergyman; nor unless such Justice of the Peace, Warden, Assistant Warden, Medical Practitioner or Clergyman shall subscribe the written contract in attestation of the fact that it was entered into by the parties voluntarily and with a clear understanding of its meaning and effect. Execution of written contract for service before a Justice of the Peace.

(2) Every such written contract shall specify, as accurately as may be— Conditions to be specified in the contract.

- (a) the general nature of the employment in which the servant is to be engaged;
- (b) when the work is to be performed by the time, the number of hours of daily labour and the period of the day during which such labour is to be performed;
- (c) when the remuneration or any part of it is to be made in kind, the nature and amount and quality of the articles to be supplied, and the time when and the places or place at which such articles are to be delivered.

(3) Every such written contract shall expire at the close of the stipulated time of service, without any notice on either side for that purpose. Expiry of the contract.

Termination
of contract
exceeding one
month.

5. In the absence of any express agreement to the contrary, every contract for service for one month or more, or continuing from month to month, may be terminated at any time by mutual consent of the parties, or by either party after the expiration of the first month on giving fourteen days' previous notice to the other party, or for any such good and sufficient cause as hereinafter provided.

Breach of
contract
by servant.

6. If any servant shall contract with any other person to serve him for a time certain, or in any other manner whatsoever, and shall not enter into or commence his service according to such contract (such contract being in writing and signed by the contracting parties) or, having entered into such service in pursuance of or under any such contract (whether the same shall be in writing or not in writing), shall wilfully absent himself from his service, or shall refuse to fulfil the same, before the term of his contract shall have been completed whether such contract shall be for a time certain or work certain, unless for some good and sufficient cause, such servant shall forfeit and pay to the use of the employer such sum not exceeding ten dollars as the Magistrate shall consider reasonable compensation for the wrong or injury done to such employer.

Damage to
property by
servant.

7. If any servant shall by negligence or other improper conduct lose, throw away, or damage the property of his employer, or shall endanger such property by careless or improper use of fire, whilst in his service, such servant shall forfeit and pay to the use of the employer such sum not exceeding twenty dollars as the Magistrate shall consider reasonable compensation for the wrong and injury done to the employer.

Wages may be
abated.

8. The Magistrate by whom any complaint shall be heard and determined, may direct that the whole or any part of the wages due to such servant shall be applied towards the payment of any sum forfeited to the use of the employer by order of the Magistrate.

Wages to be
paid only in
the manner
stipulated

9.—(1) No servant's wages, if contracted for in money may be paid in kind, or, if contracted for in kind, may be paid in money, or in any other than the stipulated kind and quality, except with the express consent of the servant,

and any employer who contravenes the provisions of this sub-section shall forfeit and pay to the use of the servant such sum not exceeding fifty dollars as the Magistrate shall consider reasonable compensation for the wrong and injury done to the servant.

(2) If any employer shall ill-use any servant or shall not deliver to any servant any article stipulated for, and which by the contract of service were to be furnished by the employer to the servant, or if the articles so furnished shall not be of the stipulated quantity or quality such employer shall forfeit and pay to the use of the servant such sum not exceeding fifty dollars as the Magistrate shall consider reasonable compensation for the wrong and injury done to the servant.

10. If any employer shall terminate any contract entered into with any servant for service for a time uncertain, except with the consent of such servant, or by giving fourteen days' notice in the circumstances contemplated in section 5 hereof, or the agreed or customary notice in other cases, or for some good and sufficient cause as hereinafter provided, such employer shall forfeit and pay to the use of the servant a sum not exceeding fourteen days wages according to the circumstances and to the rate of wages which may have been fixed by and between the parties, or if the rate of wages shall not have been so fixed, then such sum as the Magistrate may consider fair and reasonable, regard being had to the conditions of the contract and the nature of the duties contracted to be performed, in addition to the wages due to the servant at the time of the termination of such contract.

11. If any employer, having engaged any servant for service for any period of time certain, or for the performance of any particular work, shall discharge such servant before the completion of his contract, such employer, unless he shall be able to prove reasonable and sufficient cause for discharging such servant, shall forfeit to the use of such servant such sum not exceeding twenty-five dollars as the Magistrate shall consider a reasonable compensation for the wrong and injury done to such servant.

Discharge of
servant for
misconduct.

12. It shall be lawful for any employer to discharge any servant who shall be guilty of any misconduct or wilful omission or neglect of duty, without notice and without payment of any wages beyond the wages due at the period of such discharge; and to any complaint made in respect of such discharge, such misconduct or wilful omission or neglect of duty proved shall be a sufficient answer.

Servant may
terminate
contract for
ill-usage.

13. Upon any complaint made by any employer against any servant for refusing or wilfully neglecting to perform his contract, such servant shall be at liberty to show, by evidence, in answer to such complaint, that he terminated his service or contract in consequence of misconduct or ill-usage by his employer, or for some other good and sufficient cause to be determined by the Magistrate.

Magistrate may
discharge
employer or
servant from
contract.

14. Upon any complaint made by any employer or servant, the Magistrate by whom such complaint shall be heard may, if he shall see fit, discharge such employer or servant from his contract or service in addition to any other order made on such complaint, and shall, in case of such discharge, award to such servant the whole or such proportion of the wages appearing due to him as the Magistrate shall think reasonable, and shall give to such employer or servant, as the case may require, a certificate of such discharge and of such award of wages, without any fee or consideration.

Jurisdiction in
respect of
wages.

15.—(1) All complaints, differences, and disputes which shall arise between any employer and any servant touching or concerning any wages or allowances which may be due to such servant, shall and may be heard and determined by any Magistrate acting under this Ordinance, and it shall be lawful for such Magistrate to make order for the payment of so much wages or the value of such allowances as shall appear to such Magistrate to be justly due and owing to such servant according to the terms of his contract: Provided that such wages or the value of such allowances shall not exceed the sum of one hundred dollars and that the complaint be made within six months after the wages became due.

(2) Jurisdiction under this Ordinance for the enforcement of all contracts between employers and servants shall be vested in the Magistrates of the Colony, and all complaints to be made under this Ordinance shall be heard and determined by the Magistrate of the district where the employer or the servant shall reside or the breach shall occur or the offence shall be committed, and an appeal shall lie to the Full Court from any order or judgment of the Magistrate made or given under this Ordinance. Except as provided for or varied by this Ordinance, all procedure including the computation of and other matters with respect to costs, shall be as near as may be according to the procedure under the Summary Conviction Offences (Procedure) Ordinance: Cap. 24. Provided however that where any sum of money has been ordered by the Magistrate to be paid as wages or allowance due to the complainant or by way of compensation to be forfeited to the use of the complainant, or for costs, such sum shall, for the purpose of securing payment thereof, be deemed to be a judgment debt under the Petty Civil Courts Ordinance. Cap. 64.

16. Every sum of money which shall be awarded for wages or allowances due to any servant, shall be paid to the servant entitled thereto; and every sum which shall be forfeited by any employer for discharging any servant without due notice as aforesaid shall be paid to such servant; and every sum which shall be forfeited for any wrong or injury done shall be paid to the party aggrieved, notwithstanding such servant, or employer, or party aggrieved may have given evidence on the adjudication of such matter as aforesaid. Application of wages, fines &c.

17.—(1) If at any time after the expiration of one calendar month from the making of an order under this Ordinance, or in the case of an appeal then after one month from the determination of the appeal, it be made to appear to a Magistrate of the district in which the order was made upon oath that any sum to be paid in pursuance of such order has not been paid, the Magistrate may, by warrant under his hand, cause the judgment debtor to be brought before him, and in case such judgment debtor neglect or refuse to make payment of the Enforcement of order.

sums due from him under such order, together with the costs attending such warrant, apprehension and bringing up of such judgment debtor, such Magistrate may, by warrant under his hand, direct the sum so appearing to be due, together with such costs, to be recovered by distress and sale of the goods and chattels of such judgment debtor, and may order such judgment debtor to appear before the Magistrate on the day which may be appointed for the return of such warrant of distress.

(2) If upon the return of such warrant, or if by the admission of such judgment debtor, it appear that no sufficient distress can be had, then the Magistrate may, if he sees fit so to do, on proof that the judgment debtor has wilfully failed to pay the judgment debt or has incurred such debt by dishonest means, by warrant under his hand, cause such judgment debtor to be committed to the Royal Gaol, there to remain without bail for any term not exceeding twenty-eight days, unless such sum and costs and all reasonable charges attending the said distress, together with the costs and charges attending the commitment and conveying to prison and of the persons employed to convey him thither, be sooner paid and satisfied.

Saving of
rights under
Cap. 42 and
Ord. 8-1926.

18. Nothing in this Ordinance shall affect any claim which a servant may have for compensation under the Compensation for Injuries Ordinance, or the Workmen's Compensation Ordinances, nor shall this Ordinance restrict in any manner the rights of any person under any other law.

Repeal.
Cap. 152.

19. The Masters and Servants Ordinance is hereby repealed.

Passed in Council this twenty-fifth day of November, in the year of Our Lord one thousand nine hundred and thirty-eight.

W. E. BOARDMAN,
Clerk of the Council.