



# **THE CODE OF LABOUR AND EMPLOYMENT LAW (Labour Code)**

## **Article 1. General Provisions and Principles of Labour Law**

### **1.1 The Code of Labour and Employment Law**

**1.1.1** The Code of Labour and Employment Law is a set of laws that regulates the employment relationship between an Employer and their Employees and protects the Right to Employment under the Code of Civil and Procedural Law.

**1.1.2** Employment in the State of San Andreas, including the Charter of an Organisation, which outlines the internal structure and regulation of an Organisation, must comply with the Labour Code.

### **1.2. Rules and Principles of the Code of Labour and Employment Law.**

**1.2.1** The Principles and Provisions of the Labour Code applies throughout the State of San Andreas and extends its legal force to all Employers and Employees of both State Organisations and Private Organisations.

- a) In the event of a conflict or a need for clarification between provisions of the Labour Code and any other State Law, or a conflict of provisions within this Labour Code itself, the Supreme Court shall make an Official Judicial Ruling as to the provisions that apply and the order of primacy of those provisions.

**1.2.2** Any Amendments to this Law by the Government or Judicial Rulings made by a Judge shall not apply retroactively and will only have force of law from the date of first application during a Trial or promulgation or publication as State Law.

## **Article 2. Basic Concepts and Definitions**

### **2.1 Employer.**

**2.1.1** An Employer is an individual who has entered into an agreement with an Employee through either an Agreement of Employment or a Contract of Employment.

- a) For a State Organisation, the Employer is formally defined as the State, represented by:
  - i) The Leader of the State Organisation.
  - ii) The Deputy Leaders of the State Organisation.

**2.1.2** The Employer may delegate the authority to hire, promote, terminate or discipline Employees to certain positions (for example: HR Managers, IA Personnel, Head/Director of a Department) according to the Charter of their Organisation.

- a) Where no such Charter exists, permission must be given by the Employer in order for a representative of that State Organisation to take actions otherwise reserved in authority for the Employer.

## 2.2 Employee.

2.2.1 An Employee is a person who has entered into a term of Employment with their Employer through either an Agreement of Employment or a Contract of Employment.

## 2.3 Private Employment.

2.3.1 Private Employment includes any form of Employment in a private capacity or at a Private Organisation within the State of San Andreas. The Private Organisations are:

- a) Life Invader (LI)
- b) Any Group, Company or Corporation that has been Registered by a formal request to the Government (GOV).
- c) Employers who have a Private Business Permit or Event Licence from the Government (GOV).

2.3.2 Private Employment also includes any formal Contract of Employment between a Private Employer and a Private Employee.

2.3.3 Private Employers may set their own requirements for Employment so long as these requirements are lawful and valid under the Labour Code.

## 2.4 State Employment.

2.4.1 State Employment includes formal Employment at any State Organisation and does not include part time work in Government Public Services (Firefighter, Taxi Driver etc).

2.4.2 The State Organisations for Employment are:

- a) The Emergency Medical Services (EMS).
- b) The Federal Investigation Bureau (FIB).
- c) The Government of the State (GOV) including any Division or Department of Government.
- d) The Los Santos Police Department (LSPD).
- e) The National Guard (NG).
- f) The San Andreas Highway Patrol (SAHP).

2.4.3 In order for a Citizen of the State to be employed at a State Organisation, the Citizen:

- a) Must have a Clean Criminal Record.
- b) Must not have any prior Affiliation with a Criminal Organisation (must not have been seen in Criminal Structures).
- c) Must not be on the Blacklist for the State Organisations.
- d) Must have a Valid Health Insurance.
- e) Must have a Valid Gun Licence (if required).
- f) Must not have any Face, Neck or Hand Tattoos (including face makeup or makeup resembling a tattoo).

2.4.4 If mandated by the Charter of the State Organisation, the Employee must further to the requirements above:

- a) Sign that they have read and understood the Charter of their State Organisation, if the State Organisation has a Charter that has been approved by the Department of Justice and the Governor.
- b) Sign a Contract of Employment at the State Organisation.

2.4.5 The Employer must retain this Proof of Signature on their Organisation's HR and/or the Employees Logs.

2.4.6 The State Organisations may set their own additional requirements and standards for Employment in their Charter so long as these requirements are valid under the Labour Code and all other State Law.

2.4.7 The Government (GOV) may set additional requirements and standards for State Employment in the interests of the State through Acts of Law.

## 2.5 Salary and Hourly Wages

2.5.1 A Salary is paid hourly to an Employee at a rate determined by the Employees position, status and role within their State Organisation.

2.5.2 The Salary at any given rank within a State Organisation is fixed and controlled only by the seniority of the position and the number of hours active within the city or at work.

2.5.3 A Salary will not be paid hourly in the event that an Employee is asleep and the Employer cannot be held liable for this.

## **2.6 Bonus and Incentive Schemes for Employees**

2.6.1 Bonus Pay directly depends on the position of the Employee, his professional qualifications and hours worked in the Organisation.

a) Any Bonus or incentive schemes for Employees should be clearly defined in the Charter for the Organisation.

2.6.2 The Bonus is paid exclusively at the discretion of the Employer.

a) Should problems arise with the Organisation Budget, then the Bonus may be delayed indefinitely until the problem is resolved.

2.6.3 Any Bonus is paid exclusively in the currency of the State of San Andreas.

2.6.4 The Employer has the right to issue a Bonus from personal funds, but is under no obligation to do so.

## **2.7 Agreement of Employment.**

2.7.1 An Agreement of Employment is any short-term verbal agreement for compensation for a clearly defined task or work performed (example: planting a solar panel, acting as a personal driver, temporary employment at a construction site).

a) No Written Contract of Employment is required and the Agreement is terminated upon the completion of the obligations of both Parties to the Agreement.

2.7.2 No additional obligations exist between the Employer and the Employee outside of the task to be performed and the compensation for that task unless agreed to by both Parties.

a) Any additional terms or obligations that have been discussed and agreed to must comply with the provisions of State Law.

## **2.8 Contract of Employment.**

2.8.1 A Contract of Employment is any long-term agreement, conducted both verbally and in writing between a Employer and an Employee for a term of Employment.

2.8.2 A Contract of Employment may be Terminated by agreement of both Parties to the Contract, or in the event of a violation of the Terms of the Contract of Employment that specifically require Termination of the Contract.

a) If there is a Breach of Contract, the Party who is guilty of the Breach of the Contract may still be held liable for any provisions that may apply to a Breach of Contract or early Termination of the Contract of Employment.

2.8.3 In the event that a Contract of Employment is found to be invalid under law:

a) The Terms of the Contract shall not apply.

b) No additional Rights or Obligations as defined in the Contract or under the provisions for a Contract of Employment under the Labour Code or Charter of the Organisation may be upheld under the law, unless there is a clear violation of the Rights of either the Employer or the Employee in doing so.

2.8.4 Any dispute as to the legality of the Terms of the Contract and/or a violation of the Rights of the Employer or the Employee and their compliance with this Labour Code and any other applicable State Law shall be determined by the Department of Justice (DOJ).

2.8.5 Where there is no Proof of Signature for a written Contract of Employment, all provisions for that Contract shall not apply and the Contract is to be considered Void, unless the Employer and Employee both agree that the Contract should be upheld as valid.

a) Any doubts as to the validity of the Contract of Employment, or where evidence as to its validity is not available, must result in the Contract of Employment being declared Void.

b) The Proof of a Signature for a Contract of Employment is a special case for evidence remaining valid (ordinarily 7-days) and remains valid for the duration of the Contract.

## **2.9 Governor's Delegates and Appointees.**

**2.9.1 A Governor's Delegate is a special form of Employment and is a political appointment to a position within the Government (GOV) by the Governor.**

- a) Only the Governor has the authority to appoint or promote an Employee to a position that has been identified in law as a Governor's Delegate.**
- b) Only the Governor has the authority to Discipline or Dismiss an Employee that is identified in law as a Governor's Delegate unless that Dismissal is mandated in law (such as following a Criminal Conviction).**

**2.9.2 The positions that are mandated in law as being Governor's Delegates include:**

- a) The Deputy Governor(s).**
- b) The Attorney General.**
- c) The Head of a Department of the Government (GOV).**

**2.9.3 Other positions in the Government (GOV) are not considered Governor's Delegates but may require ratification by the Governor in order for an appointment to be confirmed.**

- a) Such positions must be clearly indicated in the laws of the State or in the Charter of the Government.**

## **Article 3. Protection of Labour and Employment Rights**

### **3.1 Protection of Labour and Employment Rights**

**3.1.1 The Labour Rights of all Employers and Employees shall be upheld by the Government (GOV) and the Department of Justice (DOJ).**

- a) The Government reserves the right to establish a special Department of the Government (GOV) or the Department of Justice (DOJ) in order to ensure compliance with the Labour Code by State Organisations and to manage internal Labour, Training and HR duties within the Government.**

**3.1.2 Any Citizen of the State of San Andreas has the right to defend their Labour Rights, so long as their actions are not prohibited by law, and to apply to the Department of Justice (DOJ) in the event of a violation of their Rights.**

**3.1.3 In order to defend these Rights, the Department of Justice (DOJ) has the authority to:**

- a) Investigate the circumstances and causes of the violations identified, as well as to take measures to restore the violated Labour Rights of citizens.**
- b) Investigate complaints of citizens regarding any violation of their Labour Rights.**
- c) Initiate Arbitration or Hearings to attempt peaceful resolution of any disputes between Employers and Employees.**
- d) Initiate civil and/or criminal cases and bring such matters to trial in court (if required) regarding matters of the Labour Code as a result of an investigation.**
- e) Conduct Audits and Inspections for the knowledge of the Labour Code within a State Organisation.**
- f) Conduct scheduled and unscheduled inspections to identify violations in the field of Labour Law by a State Organisation or an Employee of a State Organisation.**
- g) Provide legal advice as to the provisions of the Labour Code, as well as any law that applies in addition to the Labour Code, to a State Organisation.**
- h) Provide legal advice as to the provisions of the Labour Code to citizens of the State.**

**3.1.4 An Employee or Citizen of the State may not be subject to discrimination for any actions that are taken by them to protect their Employee's Rights, or the Rights of other Employees of their Organisation provided that these actions are reasonable and are undertaken in good faith.**

- a) Any discrimination against an Employee for upholding their Rights shall in itself constitute a violation of their Rights.**

## **Article 4. Rights and Obligations of an Employer.**

### **4.1 Employer's Rights**

**4.1.1** An Employer is granted certain provisions and rights under this Labour Code in order to:

- a) To Commence and to Terminate Employment Agreements or Contracts.
- b) To require the Employee to comply with all the rules and norms of work.
- c) To create and to approve regulations and supporting Manuals and Documentation for Employees.
- d) To propose Amendments to the Charter of their Organisation and consult with a Lawyer for their Organisation or the Department of Justice (DOJ) in order to make the necessary Amendments.
- e) To reward Employees for their conscientious work.
- f) To edit and supplement the Employment Contract or work obligations with conditions that do not worsen the Employee's position.
- g) To implement Disciplinary Sanctions and take disciplinary action against an Employee who has violated the Labour Code or the Charter of the Organisation.
- h) To establish a work schedule for their Organisation.

### **4.2 Employer's Obligations**

**4.2.1** To comply with this Code of Labour and Employment Law and all relevant or additional legislation that pertains to employment.

- a) To comply with all State Codes and Laws.
- b) To provide the Employee with suitable working conditions that do not hinder their performance of their obligations.
- c) To pay an Employee a bonus for a high standard of work performed by him.
- d) To provide a position or title to an Employee, stipulated in the duties for promotion in the career ladder.
- e) To provide conditions and training support for career growth to Employees.
- f) To ensure the timely advancement of the Employee up the career ladder.
- g) To consider complaints from Employees regarding the work process.
- h) To pay in full the Wages due to Employees.
- i) To provide all necessary instructions for the appropriate execution of working tasks.
- j) To familiarise Employees with the Organisations Charter and any Rules that may apply during the performance of their obligations.
- k) To conclude a Contract of Employment only with the personal presence of the Employee being hired.
- l) To provide lawful reasons and valid evidence of those reasons in the event of Disciplinary Sanction of an Employee.
- m) To uphold the Principles of Equality and the Rights of their Employees and to not act in a manner that is discriminatory, racist or unethical towards their Employees and not to allow such behaviour between their Employees.**

## **Article 5. Rights and Obligations of an Employee.**

### **5.1 Employee's Rights.**

- a) To Terminate the Contract of Employment of one's own free will and without unreasonable delay.
- b) To receive complete information about the duties, working conditions and requirements expected of them.
- c) To take a vacation or a time off provided by the Charter of the Organisation.
- d) To receive a salary every hour so long as the Employee was not sleeping.
- e) To receive professional training, retraining or advanced training in accordance with any special duties expected of the Employee.

- f) To demand the reason for the dismissal from the Employer, as well as all material confirming it within 48-hours of said Dismissal.
- g) To bring a complaint against the Employer for subsequent Arbitration, Hearing or Court Trial in case of an Employer violating the Labour Code or the Charter of their Organisation.

## 5.2 Employee's Obligations.

- a) To fulfil his duties in good faith.
- b) To comply with the Labour Code and Charter of their State Organisation.
- c) To come to a personal meeting with the Employer to conclude an Employment Contract.
- d) To comply with State Law at all times.
- e) To comply with the legal and working requirements of the Employer.
- f) To conduct themselves in an appropriate manner when working with Citizens of the State.
- g) To obey the orders of the Leadership of their Organisation unless those orders are a violation of the law.
- h) To keep all work records as required by their Employer and submit them in a timely manner.
- i) To comply with the Dress Code provided by their Organisation.
- j) To uphold the Principles of Equality and the Rights of other Employees under the law and to not act in a manner that is discriminatory, racist or unethical towards Citizens of the State.
- k) To have a valid Medical Insurance at all times.
- l) To have a valid Gun Licence if their duties require the use of State Issued Firearms.

## 5.3 Working Hours of Employees.

5.3.1 The Employee is obliged to be at the workplace or perform work duties in accordance with the Charter of the Organisation.

5.3.2 The duration of daily work cannot exceed 8 hours for Employees of State Organisations.

- a) The Employee has the right to continue working after the end of the working day at his own request or initiative.
- b) The Employee may take reasonable breaks during their work shift(s) but should notify their Employer or their Organisation if they require a longer break or there are exceptional circumstances for a longer break.

5.3.4 The duration of daily work requirements, shifts or minimum weekly hours must be specified in the Charter of the Organisation and may not exceed the time established by the Labour Code without the Signed Consent of the Employee.

## 5.4 Requests for Leave or Vacation by an Employee.

5.4.1 If the Employee requests a period of Leave, the Employer is obliged to grant this period of Leave for a specified duration in the form of:

- a) Paid Leave where the Employee shall retain all pay for their Rank or Role and will not be required to report for duty during their Vacation.
  - i) In order to qualify for Paid Leave, an Employee must have met the necessary work hours and other requirements for Leave as defined in the Charter of the Organisation.
  - ii) This period of Paid Leave cannot exceed 1-day per full 10-days worked.
  - iii) Any additional Leave for excellence in work/service is granted at the discretion of the Employer.
- b) Vacation where the Employee will not be available for Duty for a defined period of time.
- c) Unpaid Leave or Leave of Absence (LOA) where the Employee shall be Suspended or assigned a specific role for Leave of Absence (LOA) within the Organisation.
  - i) If an Employee does not qualify for Paid Leave, or has not notified the Employer of a Vacation then any Leave granted must be a Leave of Absence.

## Article 6. Disciplinary Actions for State Organisations.

### 6.1 Disciplinary Measures for Employers.

6.1.1 For violation of the Laws of the State, Charter of the Organisation or the Labour Code by an Employee, the Employer or an Authorised Representative has the right to apply the following Disciplinary Sanctions:

- a) Reprimand (Verbal Warning or Caution).
- b) Training.
- c) Strikes.
- d) Demotion in Rank or Role.
- e) Suspension without Pay (Removal of Rank).
- f) Suspension with Pay (Retains Rank but may not be On-Duty or use Organisation Property or Privileges)
- g) Dismissal.
- h) Blacklisting.

### 6.2 Employers Authority and other Authorised Persons for Disciplinary Actions.

6.2.1 Disciplinary action against an Employee of a State Organisation can be performed by the following authorised persons:

- a) **The Employer.** The Employer is defined under law as the State, represented by the Leader of the Employee's State Organisation and the Deputy Leader(s) of the Employee's State Organisation.
- b) **Authorised Staff.** Any Organisation Staff who have been granted authority under the Charter of the Organisation (such as Heads of Departments) or given a clear and lawful order directly by the Leader or Deputy Leader(s) of the Organisation.
- c) **State Authorities.** A State Authority may order the imposing of Disciplinary Sanction(s) on a State Employee if there is valid evidence of the violation(s) of the Labour Code, Charter of the Organisation or State Law. Notification and all evidence should be sent to the Leader or Deputy Leader(s) of the State Organisation of any action to be taken against an Employee. This authority is granted to:
  - i) The Governor.
  - ii) The Deputy Governor(s).
  - iii) The Attorney General.
  - iv) A Judge of the State, in terms of their judicial authority may order Disciplinary Action only as part of a Verdict for a Trial or based on a Case File or Evidence presented to the Court.

### 6.3 Investigation for Disciplinary Actions.

6.3.1 The Employer, Authorised Staff or a State Authority, may conduct an investigation into the circumstances of any violations of the Labour Code or State Law and apply Disciplinary Sanction(s) to an Employee.

6.3.2 The Department of Justice (DOJ), may open a Case File and conduct an investigation into the circumstances and outcomes of any disciplinary measures taken at the request of the Employee.

- a) If no valid Evidence can be provided as to the reason for the Disciplinary Sanctions, the Disciplinary Sanctions must be removed.
- b) If an investigation reveals that any Disciplinary Sanctions applied to the Employee were either unlawful or unreasonable, the Disciplinary Sanction shall be ordered to be removed or corrected.
- c) If an investigation into any disciplinary action reveals that a Dismissal (either through Firing or Blacklisting) was unlawful or a case of unfair dismissal they are to be fully reinstated in both Rank and Role within the Organisation.



**6.3.3** Any such investigation should not be delayed unnecessarily or unreasonably where the Disciplinary Sanction includes Blacklisting, Suspension, Dismissal or Demotion.

- a) Any delay to an investigation by the Employer or their Organisation shall lead to further liability on behalf of the State for loss of income or earnings by the Employee.

#### **6.4 Right to Suspend or Dismiss an Employee for Absenteeism.**

**6.4.1** Where an Employee has not reported for work duties according to the requirements of the Employer on repeated occasions, the Employer reserves the right to Suspend the Employee, without Pay, until such time as they have given reasonable cause for their Absenteeism.

- a) This provision shall not apply if the Employee has notified the Employer as to the cause of their Absenteeism or has requested leave or vacation prior to the Absenteeism.
- b) This provision shall apply if the Employee has requested leave or vacation and fails to return to work after the stated period of leave.

**6.4.2** If the Employee remains absent from work without notifying the Employer, after having been Suspended, the Employer reserves the right to Terminate the Employment Contract and dismiss the Employee on the Grounds of Absenteeism.

### **Article 7. Disciplinary Sanctions.**

#### **7.1 Reprimand (Verbal Warning or Caution).**

**7.1.1** On a minor or first offence, an Employee may be reprimanded verbally or in writing as to their wrongful conduct or actions, however no further action should be taken for minor offences.

#### **7.2 Training (or Retraining).**

**7.2.1** It is the responsibility of the Employer to ensure that an Employee is suitably trained for their duties as well as informed as to any expectations and requirements.

- a) An Employee cannot be held to be at fault if they were not clearly notified of any special provisions or requirements during their Training.
- b) An Employee can be held to be at fault if any requirements of their duties are reasonable or clearly expected as part of those duties.

**7.2.2** Where the fault of the Employee is as a result of a poor training or not performing their duties to the expected standards the Employee should be considered for Demotion and/or Retraining.

#### **7.3 Strikes.**

**7.3.1** A Strike may be given to the Employee according to the Organisation's system and rules for Disciplinary Sanctions.

- a) Proof of why the Strike was given must be available to the Employer and the Department(s) that are responsible for Disciplinary Actions (HR/IA).
- b) Strikes should not be given for trivial matters or reasons that are beyond the control of the Employee.

**7.3.2** The Employer has the right to remove the Disciplinary Sanction from the Employee, if during the following seven (7) days from the Sanction:

- a) The Employee performed their expected duties.
- b) The Employee displayed good behaviour and did not receive any new Disciplinary Sanction(s).

**7.3.3** A Strike or Warning may also be removed at any time by the Employer for excellence in performance of Duties by the Employee.

#### **7.4 Demotion.**

**7.4.1** An Employee may be Demoted in Rank or Role if they are found to be unsuitable or unfit for their Rank or Role based on their training, conduct and/or performance of duties or if the Rank or Role has no meaningful purpose and needs to be reassigned.



- a) Any reasons for the Demotion must be clearly noted and the Employee informed of the reasons for the Demotion on request within 48-hours.

#### 7.4.2 The following are considered Valid Grounds for Demotion:

- a) **On the Grounds of Meaningless Contribution.** It is the Duty of the Employer to ensure that all Ranks and Roles within their Organisation can and do make a meaningful contribution to their Organisation and that the expectations for those Roles are clearly defined with reasonable and achievable objectives.
  - i) If the Rank or Role can be clearly defined in the Charter and Manuals of the Organisation by both the Employer and the Employee with suitable written requirements and objectives that will allow a meaningful contribution to the Organisation then this provision shall not apply.
  - ii) This shall apply if the Rank or Role cannot be clearly defined and its duties cannot be supported within the law, or are not documented as necessary within the Charter and Manuals for their Organisation.
- b) **On the Grounds of Unsuitability or Incompetence.** An Employer should endeavour to appoint Employees to a position only if they have been determined to be suitable for that position.
  - i) This includes Employees appointed to a position whose appointment is subject to an Audit or Investigation due to lack of necessary experience or training.
  - ii) Where an Employee has been appointed out of necessity or on a temporary basis in order to fulfil an urgent need in the Organisation, it is the obligation of the Employer to frequently evaluate the performance of the Employee or to consider another Employee for the Rank or Role as soon as possible if the current Employee is proved to be unsuitable.
- c) **On the Grounds of Abuse of Authority.** An Employee is granted certain authority to conduct their Duties to their Organisation and may not abuse that authority. Any Employee that abuses the authority granted to their Rank may be removed from that Rank.
  - i) This includes exceeding their official authority granted to their Rank or Role without lawful or reasonable cause.
- d) **On the Grounds of Arbitrary Appointment.** An Employee should only be promoted to a position if there is a clear record of their suitability and experience within the Organisation or at another similar Organisation.
  - i) Where there is no such record or their suitability or the appointment is made for arbitrary reasons it shall be re-evaluated whether the Employee has a right to the position.

7.4.3 The Employer has the right to reinstate the Employee to their previous Rank or Role if the Employee takes the necessary steps to correct the reasons for the Demotion and shows the necessary improvement.

#### 7.5 Suspension.

7.5.1 Suspension from work is a temporary preventive measure in the form of a ban on exercising one's official powers, with or without wages and positions (at the discretion of the Employer)

7.5.2 The following are considered valid Grounds for Suspension:

- a) **On the Grounds of Serious Ethics Violations.** An Employee should conduct themselves according to the Ethics Code with other Employees, their Employer and Citizens of the State. Where the Conduct of the Employee is determined to be unethical or unprofessional, an Employee may be immediately Suspended
- b) **On the Grounds of Serious Dress Code Violations.** An Employee must comply with the requirements of the Dress Code. Where a serious violation has been identified (such as face or hand tattoos), an Employee may be immediately Suspended until the reasons have been corrected.
- c) **On the Grounds of Violations of the Law.** An Employee may be Suspended pending an investigation into their actions, until a final decision is made, or for a clearly defined period as a result of Disciplinary Sanctions.

- d) **On the Grounds of a Criminal Record.** An Employee may be immediately Suspended in the event of discovery of a criminal record or term in prison until the circumstances of the Criminal Record can be investigated.

**7.5.3** While on Suspended Status, an Employee may not use any rights or privileges granted by their State Organisation, nor may they perform any duties for their State Organisation.

- a) Any use of these rights or privileges may be considered for Disciplinary Action or may result in Criminal Charges if there is a violation of the law.

## **7.6 Dismissal (Firing).**

**7.6.1** Dismissal is a unilateral Termination of the Employment Contract for violations of the Contract of Employment, Charter of the Organisation or State Law or on other grounds that are both reasonable and lawful.

**7.6.2** Where an Employee has been convicted of a Felony, such a criminal conviction may, in addition to any prison term or fines imposed, require the mandatory Dismissal of an Employee from a State Organisation.

- a) The Employer should be notified immediately of the Conviction and it is the duty of the Employer to impose this sanction on the Employee as soon as possible.
- b) The Law Enforcement Officer, the Lawyer(s) for the Case and the Judge, should be provided with Proof of the Employee being dismissed from the Organisation.

**7.6.3** Where mandatory Dismissal of an Employee is not required following a criminal conviction, further Disciplinary Action may apply at the sole discretion of the Employer, or may be imposed by Order of the Attorney General or a Judge.

## **7.7 Blacklisting.**

**7.7.1** An Employer may, as the result of serious violations of the Contract of Employment, Charter of the Organisation or State Law, impose a period of denial for Employment or reinstatement at their Organisation, or Employment at other State Organisations, in the form of Blacklisting.

- a) An Employee may not be Blacklisted for trivial or arbitrary reasons.
  - i) Valid evidence must be provided to the Department of Justice (DOJ) in the event of an Investigation or request for Arbitration by the Employee.
- b) An Employee may not be Blacklisted for an excessive period of time for any minor violations or where such a term of Blacklisting is unjustified or unlawful.

**7.7.2** The guidelines for Blacklisting are as follows:

- i) No more than 10-days for Minor Violations.
- ii) No more than 20-days for Major Violations or two (2) Minor Violations.
- iii) A maximum of 30-days for Serious Violations or multiple Minor Violations.

**7.7.2** Where an Employee has been convicted of a Felony, such a Criminal Conviction may, in addition to any prison term or fines imposed, require Blacklisting for a period of time as defined by the Criminal Code.

- a) The Employer should be notified immediately of the Conviction (if a High Command of their State Organisation is not already present) and it is the duty of the Employer or an Authorised Representative to Blacklist the Employee as soon as possible.
- b) The Department of Justice (DOJ) must be provided with Proof of the Employee being added to the Blacklist.

**7.7.3** Where an Employee has been Blacklisted following a Criminal Conviction, the Blacklisting cannot be removed prior to the expiry of the period of Blacklisting without an Order from the Attorney General or a Judge following an Appeal made to the Court.

- a) Where it is determined by the Department of Justice (DOJ) that the Blacklisting was unjust, or no valid evidence or reasons are presented, the Blacklisting may be ordered to be reduced or removed.

## **Article 8. Conviction of an Employee of a Crime.**

### **8.1 Convictions of a Felony Crime.**

**8.1.1** A State Employee may not be Convicted of a Felony Crime without the approval of a Representative of the Department of Justice (DOJ) as per the provisions of the Civil Code.

- a) In the event of a Detention and/or Arrest of a State Employee, the Arresting Officer must contact the Department of Justice (DOJ) and the High Command of the Employees State Organisation.
- b) Failure to do so will result in any Charge(s) or Imprisonment being rendered invalid and it shall be considered an Unlawful Imprisonment and an investigation by the Department of Justice against the Arresting Officer shall be conducted.

**8.1.2** Where an Employee has been convicted of a Felony Crime, the Criminal Conviction may, in addition to any prison term and/or fines imposed, require the Mandatory Dismissal of an Employee.

**8.1.3** If the Criminal Record is as a result of a Unlawful Imprisonment or a Training Accident, the Employee should not be Dismissed.

- a) The Employee may apply to the Department of Justice (DOJ) for assistance with a Claim for a Refund so long as valid Proof of the Training Accident can be provided.

### **8.2 Conviction of a Misdemeanour Crime.**

**8.2.1** Conviction or being Fined for a Misdemeanour shall not ordinarily result in any Disciplinary Action, unless the Misdemeanour was committed:

- a) At the Employees place of work while they are On-Duty or Off-Duty.
- b) At any Location while they were On-Duty.

**8.2.2** Conviction or being fined for a Misdemeanour may not result in Dismissal unless it is itself a serious violation of the Labour Code or Charter of the Organisation that clearly mandates Dismissal.

## **Article 9. Termination of Employment**

### **9.1 Grounds for Termination of an Employment Contract.**

**9.1.1** A Contract of Employment may be Terminated by the Employer under the following conditions:

- a) Resignation from Employment by the Employee.
- b) Termination of Employment by the Employer.
- c) Major or Repeated Violations of the Labour Code.
- d) Transfer to Another State Organisation by Agreement.

### **9.2 Resignation from a State Organisation by the Employee.**

**9.2.1** A Contract of Employment may be Terminated by the Employee under the following conditions:

- a) An Employee has the right to write a Letter of Resignation addressed to the Employer for Dismissal of his own free will.
- b) An Employee may speak directly to the Employer in person and make a formal request for Termination of their Employment Contract.

**9.2.2** A Letter of Resignation or Request for Termination cannot be refused, unless there are valid Grounds that prevent Resignation, or the terms of the Employment Contract prevent or limit early Termination by the Employee.

- a) If the Employer unlawfully or unreasonably refuses to permit the Employee to leave or otherwise unreasonably delays the Employee from being able to resign or be dismissed, then the Employee has the right to quit after having notified the Employer.

**9.2.3** If the Employee leaves without complying with the requirements for Resignation then they may be held liable for any provisions according to the Charter of the Organisation and/or their Contract of Employment.

- a) An Organisation may not unilaterally determine the guilt of an Employee that violates the provisions of the Charter or their Contract of Employment unless the Employee agrees to be bound by those provisions.
  - i) Any disagreements on the provisions of the Charter for any additional actions in the law must be referred to the Department of Justice (DOJ) and the Court with the appropriate evidence for a Verdict by the Attorney General or a Judge.

### 9.3 Termination from an Organisation by the Employer or an Authorised Representative.

9.3.1 Employment may be Terminated by the Employer, or by Order of an Authorised Staff or by Order of a State Authority on the following Grounds:

- a) **On the Grounds of Dereliction of Duty.** An Employee is required to report for duty and to perform their duties to their Organisation according to the minimum required hours and obligations as set out in their Charter. Repeated failure of the Employee to fulfil their required Duties may result in their Employment being Terminated.
- b) **On the Grounds of Abuse of Authority.** An Employee is granted certain authority, rights and privileges by their Organisation and may not abuse those privileges. Where an Employee abuses those privileges in an unethical or unlawful manner that causes harm or loss to their Organisation, their Employment may be Terminated.
- e) **On the Grounds of Incitement to Conflict.** As representative of their Organisation, an Employee may not publicly or privately encourage or cause unnecessary conflict within their Organisation or with other Organisations. In the event that the Employee does so without valid reason or in a manner that discredits their Organisation or another Organisation in public and without valid reason, their Employment may be Terminated.
  - i) This provision includes gross disrespect of the High Command or Leadership of another Organisation done directly in their presence and without good reason.
  - ii) Any serious and valid disagreements should be resolved in a professional manner during a meeting with the relevant persons at the appropriate time and place and not in public.

9.3.2 Where Termination is determined to not be required on these Grounds, Demotion or Reassignment to another Rank or Role within the Organisation may be considered by the Employer or on recommendation by the Court.

### 9.4 Violations of the Labour Code.

9.4.1 An Employee is required to follow the Labour Code and the Charter of their Organisation and abide by their provisions. Where the Conduct of the Employee is determined to be in serious violation of any major provisions of these, their Employment may be Terminated.

9.4.2 Where there is a violation of the Labour Code by the Employer, the Employee has the right to bring the matter to a Lawyer and/or the Department of Justice (DOJ).

### 9.5 Transfer to Another State Organisation.

9.5.1 An Employee may make a formal request to their Employer for a Transfer to another State Organisation.

- a) An Agreement for a Transfer may only be conducted between the Leaders of the State Organisations involved.

9.5.2 A Transfer, once completed, terminates the Employees current Employment Contract with their current State Organisation and a new Employment Contract will need to be agreed to and signed with the new State Organisation.

- a) A Transfer is not a guarantee of similar or equal Rank as each State Organisation has different Rank and Role structures and an evaluation or trial period at a lower Rank may be required by the new Employer.

**9.6 Changing of the Employees Name.**

**9.6.1 If an Employee changes their name without first notifying their Employer and providing valid Grounds for the Name Change, their Contract of Employment may be rendered invalid due to a Breach of Contract as the Proof of Signature cannot be upheld in law due to a Change in Identity.**

- a) The Employee may still be held liable for this unlawful Breach of Contract and any provisions of the Charter and the Contract that may be imposed in the event of a Breach of Contract.
- b) If required a new Contract of Employment must be signed in order for the provisions of that Contract to be enforceable.

**9.6.2 If this is upheld, the Employee does not hold any further rights to Rank or Role within the State Organisation and may be immediately Dismissed once the circumstances have been investigated.\***

Signed into Legislation By

*Poppy Lasombra*

Attorney General of the State of San Andreas

*Judy Cushman*

Governor of the State of San Andreas

## Credit and Copyright

This work, and the others in this series of legislative enhancement are produced and promulgated in the interests of justice and the promotion of the legal rights of all Citizens of the State of San Andreas.

All Articles of this Code of Labour and Employment Law reviewed and amended by Supreme Court Judge Dante Lasombra in the 9th Month of 2022 and work completed by Attorney General Poppy Lasombra in the 12th Month of 2022.

Further Amendments and Clarifications undertaken by Attorney General Poppy Lasombra in the 3rd Month of 2023 following work done by State Organisations in formalising their Charters.

Originally derived from work laid out by the Whitewind Law Office, Lane Stevens, and Ni Bjeebies from another city with a great history.

## Version History and Changes

### **First Edition. Published on the 30th of April 2023.**

**(27/09/2023) First Edition** formally changed the Labour Code to the Code of Labour and Employment Law (Labour Code) in keeping with the naming convention of all Updated Laws. Changes to the format of the Labour Code in keeping with all Updated Law Format.

**(27/09/2023) Article 1.** Clarified the Principles of Labour Law.

**(26/09/2023) Amended Unused laws.** Removed references to the Department of Social Development as this Department has never done any work in Labour Law and the Department of Justice (DOJ) has always had to do this.

**3.1 Protection of Labour and Employment Rights** Added Provision for the creation of the Department of Labour in Government (GOV) allowed if it is ever necessary in future.

**(27/09/2023) Article 2.** Clarified the Basic Concepts and Definitions used within Labour Law.

**(27/09/2023) Article 2.1 Clarified the State Employers (Leaders)** and their authority to delegate to their High Command. Previously by the law only Leaders and Deputies could hire, promote or demote.

**(28/09/2023)** Clarified the status of an Employer and Private and State Organisation Employers.

**(27/09/2023) Article 2.4** Clarified State Employment, added the State Organisations and requirements.

(09/03/2023) **2.9 Governor's Delegates and Appointees.** The legal issue of a Governor's Delegate (Engagement Code) has been raised and it is logically a political appointment by the Governor. Special Provisions therefore need to be applied.

(28/09/2023) Added a clear definition of informal Agreements for Temporary Employment.

(27/09/2023) **Added 3.1.4** to clarify that an Employee who seeks lawful assistance with a matter of Employment may not be unfairly discriminated against. Most Employees who have requested assistance from GOV/DOJ are being discriminated against.

(09/03/2023) **Added and Clarified 5.4** Requests for Leave or Vacation by an Employee.

(11/03/2023) **5.4** Added limitation to Paid Leave.

(12/10/2023) **Disciplinary Sanctions.** Clarified the Disciplinary Sanctions and authority to do so as used within Labour Law. It has been common law practice in the State for HC to perform these duties without the authority to do so.

(28/09/2023) **5.2 Employee's Obligations.** Added Provisions for Equality and fair treatment on the request of the Governor.

(02/10/2023) **6.2 Employers Authority.** Clarified who has the authority to impose Disciplinary Sanctions

(09/03/2023) **6.3 Investigation for Disciplinary Actions.** Clarified the procedure for Labour Law investigations.

(09/03/2023) **6.4 Right to Suspend or Dismiss an Employee for Absenteeism.** Added the provisions for Dismissal due to Absenteeism. No such provision existed but has been common practice in all Orgs.

(28/02/2023) **7.3.3 Added Valid Grounds for Demotion** and clarified these Grounds and the resolution for these Grounds where possible.

(28/02/2023) **Added 7.3.3 a)** Consideration as to the Ranks and Roles within an Organisation should be made as there have been several instances of pointless jobs within State Organisation, especially the Government (GOV). This leads to paycheck abuse and no work being done.

(28/02/2023) **7.3.3 d) Added On the Grounds of Arbitrary Appointment.** Following the FIB investigation and Judicial Hearing, a High Command should be able to prove their experience. A 8-year old being made Deputy Director of the FIB should never have been permitted but there was no provision in the law that could be used.

(12/12/2023) **7.5 Dismissal due to Criminal Record.** Clarified that it is not required by the law to dismiss an Employee unless the circumstances of their Criminal Conviction are clear (unlawful arrests do happen due to corrupt officers and training accidents do also happen).

It is required to Suspend until their record is clean and to state the reason for the Suspension.

((Rule of State 1.3 It is forbidden to accept people with criminal record says nothing about an Employee who gains a record accidentally or unlawfully while employed and thus an Organisation should not be punished if they follow this))

(08/02/2023) **7.5** Added the provision for a refund on application to Government (GOV) due to the current cost of clearing a Record. This only applies to training accidents or unlawful convictions.

(08/03/2023) **Added 8.2 Conviction of a Misdemeanour** and clarified that Misdemeanours should not ordinarily result in Dismissal. Added provisions as to when it can



**20/11/2022 7.6 Blacklisting.** Clarified the requirements and limitations for Blacklisting.

**(08/02/2023) Added the requirement for a signed Contract of Employment** and signed acceptance of the State Organisations Charter if mandated by the Charter and regulations for the Organisation.

This should be optional as not all Organisations will have the same standards.

As per previous issues with EMS and early leaving the Org, these need to be separate signatures as the Charter and the regulations are not being read or cannot be confirmed as being read.

**30/04/2023 Clarified the Arrest of a State Employee in 8.1.1.** This is as per the requirements of the Civil Code.

**(09/03/2023) 9.3 Termination from an Organisation.** Added full and clear Grounds for Termination.

Clarified the requirements for Dismissal and Termination of Employment.

Added the provisions for Dismissal due to Dereliction of Duty. No such provision existed but has been common practice in all Orgs.

Added the provisions for Dismissal due to Incitement to Conflict. No such provision existed but has been necessary due to unprofessional conduct especially at Hostage Situations.

**(12/02/2023) 9.5 Clarified Transfer to Another State Organisation.** Did not clearly exist in the law.

**(10/02/2023) Added Article 9.6 Changing of the Employees Name.** Added to prevent Employees from possibly avoiding criminal liability or avoiding investigation as has been done several times in the past. This logically invalidates any Contract of Employment and has been used to try to avoid any EMS Contract obligations.

THIS IS THE EDITORS COPY. ALL COLOURS ARE PRESENT ONLY FOR CLARITY AS TO CHANGES AND AMENDMENTS.

Yellow - Existing Law that has been changed.

Blue - Law that has been enhanced with necessary Clarifications.

Green - New Law that has been identified as necessary through the work of the DOJ