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BRIDGETOWN, BARBADOS, 18TH JUNE, 2020

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Act No. 15/2020: Severance Payments (Amendment) Act, 2020.

Resolution No. 16/2020

Ref. No. M.P: 5148/00 T¹⁰ Vol. 7

PARLIAMENT

WHEREAS by virtue of section 2 of the *Special Loans Act*, Cap. 105 the Government is authorised from time to time to borrow from another government, any bank, corporation, company or other institution sums of money not exceeding in the aggregate BBD 2,500,000,000 on such terms as may be agreed upon between the Government and the lender of any such sum of money;

AND WHEREAS by section 3 of the said Act it is provided that any money borrowed under the authority of the Act shall be appropriated and applied to such purposes as Parliament may approve by resolution and that such money and any interest payable thereon is charged upon the general revenues and assets of Barbados;

AND WHEREAS the Government considers it necessary to borrow the sum of BBD 2,493,271 from Scotiabank (Barbados) Limited to repay an existing overdraft facility held by the Caribbean Broadcasting Corporation;

AND WHEREAS the said sum of BBD 2,493,271 is borrowed on the terms and conditions contained in the Commitment Letter, the main provisions of which are set out in the *Schedule*;

AND WHEREAS the said sum of BBD 2,493,271 is within the authorised borrowing limit given to the Government under section 2 of the said Act;

BE IT RESOLVED therefore that Parliament approve the borrowing of the said sum of BBD 2,493,271 from Scotiabank (Barbados) Limited to repay an existing overdraft facility held by the Caribbean Broadcasting Corporation on the terms and conditions contained in the Commitment Letter, the main provisions of which are set out in the *Schedule*.

APPROVED by the House of Assembly this 9th day of June, Two thousand and twenty.

A. HOLDER
Speaker.

APPROVED by the Senate this 17th day of June, Two thousand and twenty.

R. L. CHELTENHAM
President.

I Assent
S. MASON
Governor-General
2020-06-18.

SCHEDULE

TERMS AND CONDITIONS

Borrower:	Government of Barbados.
Lender:	Scotiabank (Barbados) Limited.
Amount:	BBD 2,493,271.
Type:	Non revolving term loan.
Purpose:	To fully repay and close the operating facility availed to the Caribbean Broadcasting Corporation.
Currency:	Barbados dollars (BBD).
Term and repayment:	The term of the loan is 18 months. The loan shall be repaid by 18 monthly blended principal and interest payments of BBD 144,062.08 each. The balance of the loan together with all accrued interest and amounts outstanding shall be paid on or before the date which is 18 months from the date of the initial advance.
Interest Rate:	Fixed at 5 per cent per annum. Interest payable monthly. Interest is calculated on the basis of a calendar year for the actual number of days elapsed, divided by 365. Interest on overdue interest shall be calculated at the same rate as interest on the loan in respect of which interest is overdue plus 2 per cent. Interest shall be compounded monthly and be payable on demand.
Drawdown:	Provided all terms and conditions are met, the loan may be drawn down upon presentation of a drawdown notice at least 2 days prior to the requested drawdown date.

SCHEDULE – *Cont'd***TERMS AND CONDITIONS** – *Cont'd*

General Security:	Unsecured.
Conditions precedent:	The right of the Borrower to obtain any advance under the loan is subject to: (1) performance by the Borrower of all its obligations set out in the Commitment Letter which are to be performed prior to any disbursement; and (2) the following documents have been provided and the following conditions have been complied with, each in form and substance satisfactory to the Lender: (a) execution of the Commitment Letter by authorised parties of the Borrower and delivery to the Lender; (b) a certificate of an authorised signatory of the Borrower to the effect that the requisite legislative approvals have been obtained to authorise (i) the execution, delivery and performance of the Commitment Letter and any ancillary documents to which the Borrower is a party; (ii) a named person or persons specified therein and whose specimen signatures appear thereon to sign on behalf of the Borrower, the Commitment Letter and any ancillary documents to which the Borrower is a party, and to give any notices or certificates required in connection therewith and confirming that (such resolutions) are still in effect and have not been varied or rescinded.
Governing Law:	The Commitment Letter and the loan shall be governed by and construed in accordance with the Laws of Barbados.

BARBADOS OPTIONAL SAVINGS SCHEME ACT, 2020

OBJECTS AND REASONS

This Bill would provide for the establishment of the Barbados Optional Savings Scheme for public officers, Members of Parliament, Members of the Senate and Government Consultants.

BARBADOS OPTIONAL SAVINGS SCHEME ACT, 2020

Arrangement of Sections

1. Short title
2. Interpretation
3. Establishment of Scheme
4. Application of the Act
5. Purpose of Scheme, issuance of bonds and rate of interest
6. Payment of Interest
7. Monetary value of bonds
8. Maximum value of bonds to pay public officers
9. Bonds to be tradeable and negotiable
10. Bank to be fiscal agent for the Government
11. Public Officer may opt to receive bonds
12. Bonds to be redeemable
13. Central Bank allowed to purchase bonds
14. Issue of bonds to public officers

- 15. Part payment of emoluments in bonds
- 16. Persons to whom this Act does not apply
- 17. Commencement and duration

FIRST SCHEDULE

Terms and conditions for the issue of the bonds

SECOND SCHEDULE

Trading Terms

BARBADOS

A Bill entitled

An Act to establish the Barbados Optional Savings Scheme.

ENACTED by the Parliament of Barbados in accordance with section 49 of the *Constitution* as follows:

Short title

1. This Act may be cited as the *Barbados Optional Savings Scheme Act, 2020*.

Interpretation

2. For the purposes of this Act,

“Bank” means the Central Bank of Barbados;

“bonds” means the Barbados Optional Savings Bonds issued under this Act;

“emoluments” means in the case of

- (a) public officers, salaries or wages, as the case may be;
- (b) Members of Parliament, salaries;
- (c) Members of the Senate, including the President and Deputy President, salaries; and
- (d) Government Consultants on contract, monies paid as remuneration;

“public officer” has the meaning assigned to it by section 117(1) of the *Constitution* and includes

- (a) employees of bodies corporate established by law for public purposes which are funded by money voted by Parliament;
- (b) Members of Parliament;
- (c) Members of the Senate, including the President and Deputy President;
- (d) Government Consultants;
- (e) temporary employees;
- (f) Ambassadors, High Commissioners and other principal representatives of Barbados in any other country;
- (g) all hourly, daily or weekly paid employees of the Crown;

- (h) all contract officers in the service of the Crown;
- (i) members of the Barbados Defence Force;
- (j) the Clerk, Deputy Clerk, Staff and other employees of Parliament; and
- (k) the Ombudsman;

“temporary employee” means a person other than a public officer who holds a temporary office in the Public Service.

Establishment of Scheme

3. The Barbados Optional Savings Scheme is hereby established.

Application of the Act

4. Subject to section 16, this Act applies to all public officers.

Purpose of Scheme, issuance of bonds and rate of interest

- 5.(1) The purpose of the Scheme is to provide a vehicle through which public officers, may save a portion of their monthly emoluments, for a period of 18 months by means of bonds.
- (2) The bonds referred to in subsection (1) shall be issued upon the terms and conditions set out in the *First Schedule*.
- (3) The bonds shall mature 4 years after the date of issue of each bond.

Payment of Interest

6. Interest accrued on the bonds is payable semi-annually in January and July.

Monetary value of bonds

7. The monetary value of bonds to be issued monthly shall be limited to \$8.5 million.

Maximum value of bonds to pay public officers

8. The maximum value of bonds to be issued for the purpose of paying a portion of the emoluments of public officers or temporary employees shall be 25 per cent.

Bonds to be tradeable and negotiable

9.(1) A bond shall be a tradeable and negotiable instrument and shall be subject to the terms and conditions set out in the *Second Schedule*.

(2) Nothing in the *Income Tax Act*, Cap. 73, the *Stamp Duty Act*, Cap. 91 or any enactment relating to the imposition of a tax or any impost on bonds, shall apply to bonds issued under this Act.

Bank to be fiscal agent for the Government

10. The Bank shall be the fiscal agent of the bonds and shall perform all functions necessary in relation to dealing with bonds, including trading in secondary markets.

Public Officer may opt to receive bonds

11.(1) A public officer on signing the form referred to in section 14 may indicate whether he wishes the bonds for 18 months or for a shorter period.

(2) A public officer referred to in subsection (1) who wishes to vary the period stated in the form referred to in that subsection may, at least 14 days but no more than 28 days prior to the date on which his emolument is due to be paid in any month, advise the Accountant General through his head of department that he wishes to receive his full bond allocation in cash or a stated portion of the bond allocation in cash for that month or for the shorter period.

(3) Notwithstanding subsection (1), a public officer who is paid at a period other than monthly shall advise the Accountant General through his head of department at least 14 days but no more than 28 days prior to the date on which

his emolument is due to be paid that he wishes to receive his full bond allocation in cash or a stated portion of the bond allocation in cash.

Bonds to be redeemable

12. A bond may be redeemed at par by the bondholder 24 months after the date of first issue.

Central Bank allowed to purchase bonds

13.(1) Notwithstanding any provision to the contrary contained in the *Central Bank of Barbados Act, Cap. 323C*,

- (a) the Bank may purchase and otherwise trade in bonds; and
- (b) any person approved by the Bank may purchase from and otherwise trade in bonds with the Bank.

(2) Purchase of bonds by the Bank pursuant to subsection (1) shall cease no later than December 31st 2021.

Issue of bonds to public officers

14.(1) Every month or other pay period a bond will be issued in the name of every public officer.

(2) Every public officer who wishes to receive his bond allocation shall so indicate in writing in the form approved by the Minister.

(3) Every public officer who does not wish to receive his bond allocation shall so indicate in writing in the form approved by the Minister.

(4) For the avoidance of doubt and in the interest of clarity, where a public officer fails or refuses to indicate in writing whether he wishes to receive a bond allocation or not he shall be deemed to have chosen to receive his bond allocation in cash.

Part payment of emoluments in bonds

15. Notwithstanding any enactment to the contrary, for the purposes of this Act a portion of a public officers emoluments may be paid in bonds with the consent of the public officer.

Persons to whom this Act does not apply

16.(1) This Act does not apply to a public officer whose annual emoluments after deduction of income tax and national insurance is \$36 000 or less, unless he indicates in writing in the form approved by the Minister that he wishes to receive a stated portion of his emoluments in bonds and section 11(2) shall apply accordingly.

(2) This Act does not apply to a Government pensioner unless he advises the Accountant General in writing that he wishes to receive a stated portion of his pension in bonds.

(3) A public officer and a Government pensioner mentioned in subsections (1) and (2) respectively shall not receive bonds where the limit of \$8.5 million as stated in section 7 has been fully subscribed.

(4) Bonds will be allocated in the order in which applications are received.

(5) For the purposes of this Act, “Government pensioner” means a public officer who has retired from the public service and who is in receipt of a pension from the Consolidated Fund.

Commencement and duration

17.(1) This Act shall come into operation on the 1st day of July, 2020 and shall cease to have effect on the 31st day of January, 2022.

(2) Notwithstanding subsection (1),

- (a) any right, privilege, obligation or liability acquired, accrued or incurred under this Act;

- (b) any investigation, legal proceeding or remedy in respect of any such right, privilege, obligation or liability, as aforesaid

is not affected by the cessation of this Act and any such investigation, legal proceeding or remedy may be instituted, continued or enforced and any such penalty, forfeiture or punishment may be imposed, as if this Act did not cease to have effect.

FIRST SCHEDULE*(Section 5(2))*

Terms and conditions for the issue of the bonds

The terms of the Bond are as follows:

1. A 4-year bond with a 5 per cent interest rate per annum.
2. Interest accrued shall be payable semi-annually in January and July and principal paid 4 years from date of issuance of bond.
3. No withholding tax on the interest earned.
4. Stamp duty shall not be payable.
5. Bonds are fully tradable in the Secondary Bond Market.
6. Protected bonds - As with the domestic debt restructuring of 2018 in which savings bonds issued pursuant to the *Debt Holder (Approval of Debt Restructuring) Act, 2018 (Act 2018-24)* were not restructured, these bonds are protected from any restructuring.
7. Bonds will have an early redemption feature (after 24 months of date of issue) which will allow individuals to redeem their bonds early.

Annual Net Salary	Percentage of net take home pay given in bonds
Under \$36,000	0% (Can choose any percentage up to 25%)
\$36,001 - \$50,000	7%
\$50,001 - \$100,000	12%
Over \$100,000	17%
Government Pensioners	0% (Can choose any percentage up to 25%)

SECOND SCHEDULE

(Section 9)

Trading Terms

1. Bonds are to be traded at par during each month of issuance. Thereafter, market conditions apply.
2. Each public officer may
 - (a) determine who can purchase his bonds, provided the buyer is registered at the Central Bank; or
 - (b) opt to place the bonds in a pool held by the Central Bank for onward trading in the secondary bond market.

Read three times and passed the House of Assembly this
day of _____, 2020.

Speaker

Read three times and passed the Senate this _____ day of
, 2020.

President

PARLIAMENT

FIRST SESSION OF 2018 - 2023

BILL

cited as the Barbados Optional
Savings Scheme Act, 2020

Government Printing Department

SEVERANCE PAYMENTS (AMENDMENT) ACT, 2020

OBJECTS AND REASONS

This Bill would amend the *Severance Payments Act*, Cap. 355A.

SEVERANCE PAYMENTS (AMENDMENT) ACT, 2020

Arrangement of Sections

1. Short title
2. Application of Act
3. Amendment of the Severance Payments Act
4. Amendment of Cap. 355A
5. Amendment of *Fifth Schedule* to Cap. 355A
6. Non-application of Tribunal
7. Suspension of sections 6 and 7 and paragraph 7 of the *Fifth Schedule* to Cap. 355A
8. Preservation of rights
9. Revival of sections 6 and 7 and paragraph 7 of the *Fifth Schedule* to Cap. 355A
10. Commencement and duration of amendments to Cap. 355A

BARBADOS

A Bill entitled

An Act to amend the *Severance Payments Act*, Cap. 355A.

ENACTED by the Parliament of Barbados in accordance with section 49 of the *Constitution* as follows:

Short title

1. This Act may be cited as the *Severance Payments (Amendment) Act, 2020*.

Application of Act

2. *The amendments herein made to the Severance Payments Act, Cap. 355A, are in consequence of the public health emergency declared by the Proclamation made by the Governor General on 28th day of March, 2020.*

Amendment of the Severance Payments Act, Cap. 355A

3. *The Severance Payments Act, Cap. 355A, in this Act referred to as the principal Act, is amended by inserting immediately after section 6 the following new sections:*

“Temporary right to severance payment for lay-off or short-time

6A.(1) Where an employee has been laid off or kept on short-time

- (a) commencing at any time between the 1st day of March, 2020 and the 30th day of April, 2020 that employee will not be entitled to claim severance payment, unless he had been laid off or kept on short-time for 22 consecutive weeks; or
- (b) for a series of 18 or more weeks within a period of 24 weeks,

then, if the employee, within 4 weeks after the relevant date, gives notice in writing to his employer indicating (in whatsoever terms) his intention to claim a severance payment in respect of the lay-off or short-time (in this section and section 7 referred to as "a notice of intention to claim") the employee is, subject to this section, entitled to a severance payment for being laid off or kept on short-time.

(2) Where an employee had been laid off or kept on short-time before the 1st day of June, 2020 as a result of

- (a) the restrictions on international travel due to the declaration of a public health emergency; and
- (b) the consequent restriction in the operation of business imposed by the making of the *Emergency Management (Covid-19) Curfew (Nos. 1-5) Directives, 2020*

that employee shall not be entitled to claim severance, unless he had been laid off or kept on short-time for 22 consecutive weeks or for a series of 18 or more weeks within a period of 24 weeks.

(3) For the purposes of this section “the relevant date” in relation to a notice of intention to claim the right to a severance payment pursuant to such notice means the date on which the last of the 22 consecutive weeks or the series of 18 or more weeks referred in subsection (2), as the case may be, came to an end.

(4) Where an employee has given notice of intention to claim

- (a) he is not entitled to a severance payment in pursuance of that notice unless he terminated his contract of employment by a week's notice which (whether given before or after or at the same time as the notice of intention to claim) is given before the end of the period allowed for the purposes of this paragraph (as specified in subsection (5) of section 7); and
- (b) he is not entitled to a severance payment in pursuance of the notice of intention to claim if he is dismissed by his employer (but without prejudice to any right to a severance payment because of the dismissal).

(5) If an employee is required by his contract of employment to give more than a week's notice to terminate the contract, the reference in paragraph (a) of subsection (4) to a week's notice shall be construed as a reference to the minimum notice which is so required to give.

(6) Subject to subsection (7), an employee is not entitled to a severance payment in pursuance of a notice of intention to claim if, on the date of service of that notice, it was reasonably to be expected that the employee (if he continued to be employed by the same employer) would, not later than 4 weeks after that date, enter upon a period of employment of not less than 24 weeks during which he would not be laid off or kept on short-time for any week.

(7) Subsection (6) shall not apply unless, within 7 days after the service of the notice of intention to claim, the employer gives to the employee notice in writing (in section 7 referred to as a "counter-notice") that he will contest any liability to pay to him a severance payment in pursuance of the notice of intention to claim.

(8) For the purposes of this section and section 7, "week" in relation to an employee whose remuneration is calculated weekly by a week ending on a day other than Saturday, means a week ending on that other day, and, in relation to any other employee, means a week ending with Saturday.

Minister may make Order

6B. The Minister may by order prescribe the procedure for investigating and settling claims.”.

Amendment of Cap. 355A

4. *The principal Act is amended by inserting immediately after section 7 the following new section:*

“Temporary supplementary provisions as to severance payments in respect of lay-off or short-time

7A.(1) Where, in a case where an employee gives notice of intention to claim and the employer gives a counter-notice, the employee

continues or has continued, during the next 4 weeks after the date of service of the notice of intention to claim, to be employed by the same employer, and he is or has been laid off or kept on short-time for each of those weeks, it shall be conclusively presumed that the condition specified in subsection (6) of section 6A was not fulfilled.

(2) For the purposes of section 6A(1) and subsection (1), it is immaterial whether the 22 consecutive weeks referred to in paragraph (a) of section 6A(1) or the series of 18 or more weeks referred to in paragraph (b) of that section consist wholly of weeks for which the employee is laid off or wholly of weeks for which he is kept on short-time or partly of one and partly of the other.

(3) For the purposes mentioned in subsection (2), no account shall be taken of any week for which an employee is laid off or kept on short-time where the lay-off or short-time is wholly or mainly attributable to a strike or a lock-out, whether the strike or lock-out is in the trade or industry in which the employee is employed or not and whether it is in Barbados or elsewhere.

(4) Where the employer gives a counter-notice within 7 days after the service of a notice of intention to claim and does not withdraw the counter-notice by a subsequent notice in writing, the employee shall not be entitled to a severance payment in pursuance of the notice of intention to claim except in accordance with a decision of a tribunal.

(5) The period allowed for the purposes of paragraph (a) of subsection (4) of section 6A is as follows, that is to say

- (a) if the employer does not give a counter-notice within 7 days after the service of the notice of intention to claim, that period is 3 weeks after the end of those 7 days;
- (b) if the employer gives a counter-notice within those 7 days, but withdraws it by a subsequent notice in writing, that period is 3 weeks after the service of the notice of withdrawal;

- (c) if the employer gives a counter-notice within those 7 days and does not so withdraw it and a question as to the right of the employee to a severance payment in pursuance of the notice of intention to claim is referred to a tribunal, that period is 3 weeks after the tribunal has notified to the employee its decision on that reference.
- (6) For the purposes of paragraph (c) of subsection (5), no account shall be taken of any appeal against the decision of the tribunal or of any proceedings or decision in consequence of such an appeal.”.

Amendment of Fifth Schedule to Cap. 355A

5. The Fifth Schedule to the principal Act is amended by inserting immediately after paragraph 7 the following new paragraph:

“7A. Where the employee has before the death of the deceased employer been laid off or kept on short-time for one or more weeks, but has not given to the deceased employer notice of intention to claim, then if after the death of the deceased employer

- (a) his contract of employment is renewed, or he is re-engaged under a new contract, as mentioned in sub-paragraphs (a) and (b) of paragraph 3; and
- (b) after the renewal or re-engagement, he is laid off or kept on short-time for one or more weeks by the personal representative of the deceased employer,

sections 6A and 7A shall apply as if the week in which the deceased employer died and the first week of the employee’s employment by the personal representative were consecutive weeks, and any reference in those sections, except in subsection (6) of section 6A, to 22 weeks or 24 weeks shall be construed accordingly.”.

Non-application of Tribunal

6.*Section 38 of the principal Act does not apply to claims made under these amendments.*

Suspension of sections 6 and 7 and paragraph 7 of the Fifth Schedule to Cap. 355A

7.*The amendments made to Cap. 355A*

- (a) shall suspend the operation of section 6, section 7 and paragraph 7 of the Fifth Schedule for the duration of the amendments, that is to say, from the 1st day of June, 2020 to the 31st day of July, 2020, inclusive; and*
- (b) mentioned in section 5, shall apply and operate in place of and in the stead of the suspended provisions of Cap. 355A.*

Preservation of rights

8.*Notwithstanding section 7, where the right of an employee other than an employee referred to in section 6A(1) and 6A(2), to make a claim for severance payment accrued during the period mentioned in section 7 the right is not affected by anything contained in this amendment, but is preserved and may be exercised at any time after the 31st day of July, 2020.*

Revival of sections 6 and 7 and paragraph 7 of the Fifth Schedule to Cap. 355A

9.*With effect from the day immediately succeeding the 31st day of July, 2020, section 6, section 7 and paragraph 7 of the Fifth Schedule shall resume their operation and shall continue to operate with the same force and to the same effect as they had operated on the day immediately preceding the 1st day of June, 2020.*

Commencement and duration of amendments to Cap. 355A

10. *The amendments made by this Act to the principal Act shall be deemed to have come into operation on the 1st day of June, 2020 and shall cease to have effect on the 31st day of July, 2020.*

Read three times and passed the House of Assembly this
day of _____, 2020.

Speaker

Read three times and passed the Senate this _____ day of
, 2020.

President

PARLIAMENT

FIRST SESSION OF 2018 - 2023

BILL

cited as the Severance Payments
(Amendment) Act, 2020

Government Printing Department

REMEDATION AGREEMENTS
(DEFERRED PROSECUTIONS) ACT, 2020

OBJECTS AND REASONS

This Bill would provide for a prosecutor, in relation to certain offences, to enter into an agreement to defer prosecution of an alleged offender and impose certain obligations on the offender, where such an agreement would be in the interest of justice.

REMEDATION AGREEMENTS
(DEFERRED PROSECUTIONS) ACT, 2020

Arrangement of Sections

1. Short title
2. Interpretation
3. Objectives of Act
4. Making of remediation agreement
5. Effect of remediation agreement on court proceedings
6. Eligibility to enter into remediation agreement
7. Notice regarding negotiation of remediation agreement
8. Content of remediation agreement
9. Code on remediation agreements
10. Preliminary hearing for court approval of remediation agreement
11. Final hearing for court approval of remediation agreement
12. Breach of remediation agreement
13. Variation of remediation agreement
14. Proceedings not to be instituted on expiry of remediation agreement

- 15. Postponement of publication of information by prosecutor
- 16. Use of material in criminal proceedings
- 17. Limitation periods
- 18. Money received by prosecutor under remediation agreement
- 19. Reports to Parliament
- 20. Application of Act
- 21. Alteration of *Constitution*
- 22. Amendment of Schedule
- 23. Regulations
- 24. Transitional provision
- 25. Commencement

SCHEDULE

OFFENCES IN RESPECT OF WHICH REMEDIATION AGREEMENTS MAY BE MADE

BARBADOS

A Bill entitled

An Act to provide for a prosecutor to enter into an agreement to defer prosecution of an alleged offender and impose certain obligations on the offender, where such an agreement would be in the interest of justice.

ENACTED by the Parliament of Barbados in accordance with section 49 of the *Constitution* as follows:

Short title

1. This Act may be cited as the *Remediation Agreements (Deferred Prosecutions) Act, 2020*.

Interpretation

2. In this Act

“alleged offence” means an offence specified in paragraph 1 of the *Schedule*;

“alleged offender” means a person whom a prosecutor is considering prosecuting for an alleged offence;

“expiry date”, in relation to a remediation agreement, means the date on which the agreement ceases to have effect where it has not already been terminated under section 12;

“prosecutor” means the Director of Public Prosecutions or the Director General of the Major Organised Crime, Anti-Corruption and Anti-Terrorism Agency established by section 4 of the *Major Organised Crime, Anti-Corruption and Anti-Terrorism Act, 2020* (Act 2020-), as the case may be;

“publish” means to publish in the *Official Gazette*;

“remediation agreement” has the meaning assigned to it by section 4.

Objectives of Act

3. The objectives of this Act are

- (a) to encourage the voluntary disclosure of wrongdoing;
- (b) to hold persons accountable for wrongdoing through effective, proportionate and dissuasive penalties;
- (c) to impose an obligation on persons who engage in wrongdoing to implement corrective measures and promote a culture of compliance;

- (d) to reduce the negative consequences of wrongdoing for persons such as employees and customers who did not engage in the wrongdoing; and
- (e) to provide reparation for harm done as a result of wrongdoing.

Making of remediation agreement

4.(1) For the purposes of this Act, a remediation agreement means an agreement between a prosecutor and an alleged offender in which

- (a) the alleged offender agrees to comply with the requirements imposed by the agreement; and
 - (b) the prosecutor agrees that, upon approval of the agreement by the High Court pursuant to section 11, section 5 shall apply in relation to the prosecution of the alleged offender for the alleged offence.
- (2) In determining whether to enter into a remediation agreement, a prosecutor shall have regard to the objectives of this Act.
- (3) A prosecutor shall not enter into a remediation agreement with an alleged offender unless the prosecutor is of the opinion that
- (a) there is a reasonable prospect of conviction with respect to the alleged offence;
 - (b) the act that forms the basis of the alleged offence
 - (i) did not cause, and was not likely to have caused, serious bodily harm or death;
 - (ii) did not prejudice national defence or national security;
 - (iii) was not committed for the benefit of, at the direction of, or in association with, a terrorist or terrorist organisation; and
 - (c) entering into the agreement with the alleged offender is likely to be in the interest of justice.

(4) In determining whether a remediation agreement is likely to be in the interest of justice, the following factors shall be taken into account:

- (a) the circumstances in which the act that forms the basis of the alleged offence was brought to the attention of the investigative authorities;
- (b) the nature and gravity of the act and its impact on any victim;
- (c) the degree of involvement of senior officers of the alleged offender in the act;
- (d) whether the alleged offender has
 - (i) taken disciplinary action, including termination of employment, against any person who was involved in the act;
 - (ii) made reparation or taken other measures to remedy the harm caused by the act and to prevent the commission of similar acts;
 - (iii) identified, or expressed a willingness to identify, any person involved in wrongdoing related to the act; or
 - (iv) entered into a previous remediation agreement or other settlement, in Barbados or elsewhere, for similar acts;
- (e) whether the alleged offender, or any of its representatives
 - (i) was convicted of an offence or sanctioned by a regulatory authority; or
 - (ii) is alleged to have committed any other offences, including offences not listed in the *Schedule*; and
- (f) any other relevant factor.

(5) A prosecutor may enter into a remediation agreement with an alleged offender at any time before the institution of criminal proceedings for an alleged offence.

(6) For the purpose of subsection (5), proceedings shall be taken to have been instituted for an alleged offence when a person is charged with the offence.

Effect of remediation agreement on court proceedings

5. Where a prosecutor and an alleged offender enter into a remediation agreement, no person shall prosecute the alleged offender for the alleged offence at any time when the agreement is in force.

Eligibility to enter into remediation agreement

6.(1) An alleged offender that is a body corporate, a partnership or an unincorporated association may enter into a remediation agreement but an alleged offender who is an individual is not eligible to enter into such an agreement.

(2) Where a remediation agreement is to be entered into by

(a) a partnership

(i) the agreement must be entered into in the name of the partnership, and not in that of any of the partners; and

(ii) any money payable under the agreement must be paid out of the funds of the partnership;

(b) an unincorporated association

(i) the agreement must be entered into in the name of the association, and not in that of any of the members; and

(ii) any money payable under the agreement must be paid out of the funds of the association.

Notice regarding negotiation of remediation agreement

7.(1) Where a prosecutor wishes to negotiate a remediation agreement, the prosecutor shall give the alleged offender written notice of the offer to enter into negotiations.

- (2) A notice referred to in subsection (1) shall include
- (a) a brief description of the alleged offence to which the agreement would apply;
 - (b) an indication of the voluntary nature of the negotiation process;
 - (c) a statement on the legal effect of the agreement;
 - (d) an indication that, by agreeing to the terms of the notice, the alleged offender explicitly waives the inclusion of the negotiation period and the period during which the agreement is in force in any assessment of the reasonableness of the delay in instituting proceedings for the alleged offence;
 - (e) an indication that negotiations must be carried out in good faith and that the alleged offender must provide all information requested by the prosecutor that the alleged offender is aware of or can obtain through reasonable efforts, including information enabling the identification of any person involved in the act that forms the basis of the alleged offence or any wrongdoing related to that act;
 - (f) an indication of how the information disclosed by the alleged offender during the negotiations may be used in accordance with section 16;
 - (g) a warning that knowingly providing inaccurate, misleading or incomplete information during the negotiations may lead to the institution of proceedings for the alleged offence or prosecution for obstruction of justice;
 - (h) an indication that either party may withdraw from the negotiations by providing written notice to the other party;
 - (i) an indication that reasonable efforts must be made by both parties to identify any victim of the alleged offence as soon as practicable; and
 - (j) a deadline to accept the offer to negotiate in accordance with the terms of the notice.

Content of remediation agreement

- 8.(1) A remediation agreement shall include
- (a) a statement of facts relating to the alleged offence, which may include admissions made by the alleged offender, and an undertaking by the alleged offender not to make or condone any public statement that contradicts those facts;
 - (b) an indication of the use that can be made of information obtained as a result of the agreement in accordance with section 16;
 - (c) a statement on the legal effect of the agreement;
 - (d) an indication of the obligation of the alleged offender to report on the implementation of the agreement to the prosecutor, or such independent monitor as the prosecutor may appoint for the purpose, and an indication of the manner in which the report is to be made, and any other terms with respect to reporting;
 - (e) a statement that the agreement may be varied in accordance with section 13;
 - (f) a warning that the breach of any term of the agreement may lead to an application by the prosecutor for termination of the agreement and the institution of proceedings against the alleged offender for the alleged offence; and
 - (g) an expiry date.
- (2) A remediation agreement may include a requirement for an alleged offender to
- (a) pay a financial penalty to the Court;
 - (b) compensate victims of the alleged offence;
 - (c) donate money to a charity or other third party;

- (d) disgorge any profits made by the alleged offender from the alleged offence;
 - (e) implement a compliance programme or make changes to an existing compliance programme relating to the policies of the alleged offender or to the training of the employees of the alleged offender or both;
 - (f) co-operate in any investigation related to the alleged offence;
 - (g) pay any reasonable costs associated with the alleged offence or the agreement; or
 - (h) comply with any other appropriate obligation.
- (3) A remediation agreement may provide time limits within which the alleged offender must comply with the requirements imposed.

Code on remediation agreements

- 9.(1) The Minister may by Order issue a code giving guidance on
- (a) the general principles to be applied in determining whether a remediation agreement is likely to be appropriate in a given case; and
 - (b) the disclosure of information by a prosecutor to an alleged offender in the course of negotiations for a remediation agreement and after such an agreement has been made.
- (2) The code may, in addition to the matters set out in subsection (1), provide guidance on any other relevant matter including
- (a) the use of information obtained by a prosecutor in the course of negotiations for a remediation agreement;
 - (b) variation of the agreement;
 - (c) termination of the agreement and the steps that may be taken by a prosecutor following such termination; and
 - (d) the steps that may be taken by a prosecutor where the prosecutor suspects that the agreement has been breached.

- (3) A prosecutor shall take account of the code in exercising his functions under this Act.

Preliminary hearing for court approval of remediation agreement

10.(1) After the commencement of negotiations between a prosecutor and an alleged offender in respect of a remediation agreement but before the terms of the agreement are agreed, the prosecutor shall apply to the High Court for a declaration that

- (a) entering into a remediation agreement with the alleged offender is likely to be in the interest of justice; and
- (b) the proposed terms of the agreement are fair, reasonable and proportionate to the gravity of the alleged offence.

(2) The court shall give reasons for its decision to make, or not to make, a declaration under subsection (1).

(3) The prosecutor may make a further application to the court for a declaration under subsection (1) where, following the previous application, the court declined to make a declaration.

(4) A hearing at which an application under this section is determined shall be held, any declaration under subsection (1) shall be made, and the reasons referred to in subsection (2) shall be given, in camera.

Final hearing for court approval of remediation agreement

11.(1) Where a prosecutor and an alleged offender have agreed the terms of a remediation agreement, the prosecutor shall apply to the High Court for a declaration that

- (a) the remediation agreement is in the interest of justice; and
- (b) the terms of the agreement are fair, reasonable and proportionate to the gravity of the alleged offence.

(2) Notwithstanding subsection (1), the prosecutor shall not make an application under subsection (1) unless the court has made a declaration under section 10(1).

(3) A remediation agreement comes into force only when it is approved by the court making a declaration under subsection (1).

(4) The court shall give reasons for its decision to make, or not to make, a declaration under subsection (1).

(5) A hearing at which an application under this section is determined may be held in camera.

(6) Notwithstanding subsection (5), where the court decides to approve a remediation agreement and make a declaration under subsection (1) the court shall do so, and give its reasons, in open court.

(7) Where the court approves a remediation agreement, the prosecutor shall publish

- (a) the fact that the agreement has been made;
- (b) the declaration of the court under section 10 and the reasons for its decision to make the declaration;
- (c) where the court initially declined to make a declaration under section 10, the reasons for that decision; and
- (d) the declaration of the court under this section and the reasons for its decision to make the declaration,

unless the prosecutor is prevented from doing so by any other enactment or by an order of the court under section 15.

Breach of remediation agreement

12.(1) Where a remediation agreement is in force and the prosecutor believes that the alleged offender has failed to comply with the terms of the agreement,

the prosecutor may make an application to the High Court for it to determine the matter.

(2) The court shall, on an application referred to in subsection (1), decide whether, on the balance of probabilities, the alleged offender has failed to comply with the terms of the agreement.

(3) Where the court finds that the alleged offender has failed to comply with the terms of the remediation agreement, the court may

(a) invite the prosecutor and the alleged offender to agree proposals to remedy the failure of the alleged offender to comply; or

(b) terminate the agreement.

(4) The court shall give reasons for its decisions under subsections (2) and (3).

(5) Where the court decides that the alleged offender has not failed to comply with the terms of the remediation agreement, the prosecutor shall publish the decision of the court and its reasons for that decision, unless the prosecutor is prevented from doing so by any other enactment or by an order of the court under section 15.

(6) Where the court invites the prosecutor and the alleged offender to agree proposals to remedy the failure of the alleged offender to comply with the terms of the remediation agreement, the prosecutor shall publish the decisions of the court under subsections (2) and (3) and the reasons for those decisions, unless the prosecutor is prevented from doing so by any other enactment or by an order of the court under section 15.

(7) Where the court terminates a remediation agreement under subsection (3) (b), the prosecutor shall publish

(a) the fact that the remediation agreement has been terminated by the court following a failure by the alleged offender to comply with the terms of the agreement; and

(b) the reasons of the court for its decisions under subsections (2) and (3),

unless the prosecutor is prevented from doing so by any other enactment or by an order of the court under section 15.

(8) Where the prosecutor believes that an alleged offender has failed to comply with the terms of a remediation agreement but decides not to make an application to the court under this section, the prosecutor shall publish details relating to that decision, including the reasons for

- (a) the belief of the prosecutor that the alleged offender has failed to comply; and
- (b) the decision of the prosecutor not to make an application to the court,

unless the prosecutor is prevented from doing so by any other enactment or by an order of the court under section 15.

Variation of remediation agreement

13.(1) A prosecutor and an alleged offender may agree to vary the terms of a remediation agreement where

- (a) the High Court has invited the parties to vary the agreement under section 12(3)(a); or
- (b) variation of the agreement is necessary to avoid a failure by the alleged offender to comply with its terms in circumstances that were not, and could not have been, foreseen by the prosecutor or the alleged offender at the time that the agreement was made.

(2) Where a prosecutor and an alleged offender have agreed to vary the terms of a remediation agreement, the prosecutor shall apply to the High Court for a declaration that

- (a) the variation is in the interest of justice; and
- (b) the terms of the agreement as varied are fair, reasonable and proportionate to the gravity of the alleged offence.

- (3) A variation of a remediation agreement only takes effect when it is approved by the court making a declaration under subsection (2).
- (4) The court shall give reasons for its decision on whether or not to make a declaration under subsection (2).
- (5) A hearing at which an application under this section is determined may be held in camera.
- (6) Notwithstanding subsection (5), where the court decides to approve the variation of a remediation agreement and make a declaration under subsection (2) it shall do so, and give its reasons, in open court.
- (7) Where the court decides not to approve the variation, the prosecutor shall publish the decision of the court and the reasons for it, unless the prosecutor is prevented from doing so by any other enactment or by an order of the court under section 15.
- (8) Where the court decides to approve the variation of a remediation agreement, the prosecutor shall publish the declaration of the court under this section and the reasons for its decision to make the declaration, unless the prosecutor is prevented from doing so by any other enactment or by an order of the court under section 15.

Proceedings not to be instituted on expiry of remediation agreement

- 14.(1)** Where a remediation agreement remains in force until its expiry date, after the expiry of the agreement, subject to subsection (2), no proceedings shall be instituted against the alleged offender for the alleged offence.
- (2) Subsection (1) does not prevent proceedings from being instituted against an alleged offender where, after a remediation agreement has expired, the prosecutor finds that, during the course of the negotiations for the agreement
 - (a) the alleged offender provided inaccurate, misleading or incomplete information to the prosecutor; and

- (b) the alleged offender knew or ought to have known that the information was inaccurate, misleading or incomplete.
- (3) A remediation agreement shall not be treated as having expired for the purposes of subsection (1) where, on the expiry date specified in the agreement
 - (a) an application made by the prosecutor under section 12 has not yet been decided by the court;
 - (b) following an application under section 12 the court has invited the parties to agree proposals to remedy the failure of the alleged offender to comply with the remediation agreement, but the parties have not yet reached an agreement; or
 - (c) the parties have agreed proposals to remedy the failure of the alleged offender to comply with the agreement following an invitation of the court under section 12(3)(a) but the alleged offender has not yet complied.
- (4) In the case referred to in
 - (a) subsection (3)(a), where the court
 - (i) decides that the alleged offender has not failed to comply with the terms of the remediation agreement or that the alleged offender has failed to comply, but does not take action under section 12(3), the agreement shall be treated as expiring when the application is decided;
 - (ii) terminates the remediation agreement, the agreement shall be treated as not having remained in force until its expiry date, and subsection (1) therefore does not apply;
 - (iii) invites the parties to agree proposals to remedy the failure of the alleged offender to comply the remediation agreement, the remediation agreement shall be treated as expiring when the parties have reached such an agreement and the alleged offender has complied with it;

- (b) subsection (3)(b), the remediation agreement shall be treated as expiring when the parties have reached an agreement and the alleged offender has complied with it; and
 - (c) subsection (3)(c), the remediation agreement shall be treated as expiring when the alleged offender complies with the agreement.
- (5) Where, by virtue of subsection (1), no proceedings can be instituted against the alleged offender for the alleged offence, the prosecutor shall publish
- (a) the fact that the remediation agreement has expired; and
 - (b) details of the compliance of the alleged offender with the agreement,
- unless the prosecutor is prevented from doing so by any other enactment or by an order of the court under section 15.

Postponement of publication of information by prosecutor

15. The High Court may order that the publication of information by the prosecutor under section 11(7), 12(5), (6), (7) or (8), 13(7) or (8) or 14(5) be postponed for such period as the court considers necessary if it appears to the court that postponement is necessary for avoiding a substantial risk of prejudice to the administration of justice in any legal proceedings.

Use of material in criminal proceedings

16.(1) Where a remediation agreement between a prosecutor and an alleged offender has been approved by the High Court under section 11, the statement of facts contained in the agreement shall, in any criminal proceedings brought against the alleged offender for the alleged offence, be treated as an admission by the alleged offender.

(2) Where the prosecutor and an alleged offender have entered into negotiations for a remediation agreement but the agreement has not been

approved by the court under section 11, material described in subsection (4) shall only be used in evidence against the alleged offender on a prosecution for

- (a) an offence consisting of the provision of inaccurate, misleading or incomplete information; or
- (b) some other offence where in giving evidence the alleged offender makes a statement inconsistent with the material.

(3) Notwithstanding subsection (2)(b), material shall not be used against an alleged offender by virtue of subsection (2)(b) unless evidence relating to it is adduced, or a question relating to it is asked, by or on behalf of the alleged offender in the proceedings arising out of the prosecution.

(4) The material referred to in subsection (2) is

- (a) material that shows that the alleged offender entered into negotiations for a remediation agreement, including in particular
 - (i) any draft of the agreement;
 - (ii) any draft of a statement of facts intended to be included in the agreement; and
 - (iii) any statement indicating that the alleged offender entered into such negotiations; and
- (b) material that was created solely for the purpose of preparing the agreement or statement of facts.

Limitation periods

17. The running of a limitation period in respect of any offence to which a remediation agreement applies is suspended while the agreement is in force.

Money received by prosecutor under remediation agreement

18. Any money received by a prosecutor under a term of a remediation agreement that provides for an alleged offender to pay a financial penalty to the

Court or to disgorge profits made from an alleged offence shall be paid into the Consolidated Fund.

Reports to Parliament

19. The Minister shall, within 3 months of the end of each year, cause to be laid in Parliament a report of the remediation agreements made, varied, breached and terminated during the year.

Application of Act

20. This Act applies in relation to conduct occurring before the commencement of this Act as if an alleged offence included any corresponding offence under the law in force at the time of the conduct.

Alteration of *Constitution*

21. Section 79 of the *Constitution* is altered to the extent necessary to give effect to this Act.

Amendment of Schedule

22. The Minister may by Order subject to negative Resolution amend the *Schedule* by

- (a) adding an offence; or
- (b) removing an offence.

Regulations

23. The Minister may make Regulations for giving effect to this Act.

Transitional provision

24.(1) Conduct constituting an alleged offence that occurred before the relevant commencement day may be taken into account for the purposes of this Act.

- (2) In this section, “relevant commencement day” means
- (a) where the alleged offence is an offence that is specified in the *Schedule* when this Act comes into effect, the day on which this Act comes into effect;
 - (b) where the alleged offence is an offence that is subsequently added to the *Schedule*, the day on which the enactment adding the offence to the *Schedule* comes into effect.

Commencement

25. This Act comes into effect on a day to be fixed by Proclamation.

SCHEDULE

(Sections 2, 22 and 24)

**OFFENCES IN RESPECT OF WHICH REMEDIATION AGREEMENTS
MAY BE MADE**

- 1.** A remediation agreement may be entered into in respect of the following:

 - (a)* an offence under Part II of the *Prevention of Corruption Act, 2020* (Act 2020-);
 - (b)* an offence under section 3, 15 or 18 of the *Theft Act*, Cap. 155;
 - (c)* any ancillary offence relating to an offence specified in this paragraph.
- 2.** For the purpose of paragraph 1(c), “ancillary offence” in relation to an offence specified in paragraph 1 means

 - (a)* aiding, abetting, counselling or procuring the commission of the offence; or
 - (b)* attempting or conspiring to commit the offence.

Read three times and passed the House of Assembly this
day of _____, 2020.

Speaker

Read three times and passed the Senate this _____ day of
_____, 2020.

President

PARLIAMENT

FIRST SESSION OF 2018-2023

BILL

cited as the Remediation
Agreements (Deferred
Prosecutions) Act, 2020

Government Printing Department

BARBADOS OPTIONAL SAVINGS SCHEME ACT, 2020-14

Arrangement of Sections

- 1.** Short title
- 2.** Interpretation
- 3.** Establishment of Scheme
- 4.** Application of the Act
- 5.** Purpose of Scheme, issuance of bonds and rate of interest
- 6.** Payment of Interest
- 7.** Monetary value of bonds
- 8.** Maximum value of bonds to pay public officers
- 9.** Bonds to be tradeable and negotiable
- 10.** Bank to be fiscal agent for the Government
- 11.** Public Officer may opt to receive bonds
- 12.** Bonds to be redeemable
- 13.** Central Bank allowed to purchase bonds
- 14.** Issue of bonds to public officers

- 15. Part payment of emoluments in bonds
- 16. Persons to whom this Act does not apply
- 17. Commencement and duration

FIRST SCHEDULE

Terms and conditions for the issue of the bonds

SECOND SCHEDULE

Trading Terms

BARBADOS

I assent
S. MASON
Governor-General
18th June, 2020.

2020-14

An Act to establish the Barbados Optional Savings Scheme.

[Commencement: 1st July, 2020]

ENACTED by the Parliament of Barbados in accordance with section 49 of the *Constitution* as follows:

Short title

1. This Act may be cited as the *Barbados Optional Savings Scheme Act, 2020*.

Interpretation

2. For the purposes of this Act,

“Bank” means the Central Bank of Barbados;

“bonds” means the Barbados Optional Savings Bonds issued under this Act;

“emoluments” means in the case of

- (a) public officers, salaries or wages, as the case may be;
- (b) Members of Parliament, salaries;
- (c) Members of the Senate, including the President and Deputy President, salaries; and
- (d) Government Consultants on contract, monies paid as remuneration;

“public officer” has the meaning assigned to it by section 117(1) of the *Constitution* and includes

- (a) employees of bodies corporate established by law for public purposes which are funded by money voted by Parliament;
- (b) Members of Parliament;
- (c) Members of the Senate, including the President and Deputy President;
- (d) Government Consultants;
- (e) temporary employees;
- (f) Ambassadors, High Commissioners and other principal representatives of Barbados in any other country;
- (g) all hourly, daily or weekly paid employees of the Crown;

- (h) all contract officers in the service of the Crown;
- (i) members of the Barbados Defence Force;
- (j) the Clerk, Deputy Clerk, Staff and other employees of Parliament; and
- (k) the Ombudsman;

“temporary employee” means a person other than a public officer who holds a temporary office in the Public Service.

Establishment of Scheme

3. The Barbados Optional Savings Scheme is hereby established.

Application of the Act

4. Subject to section 16, this Act applies to all public officers.

Purpose of Scheme, issuance of bonds and rate of interest

- 5.(1) The purpose of the Scheme is to provide a vehicle through which public officers, may save a portion of their monthly emoluments, for a period of 18 months by means of bonds.
- (2) The bonds referred to in subsection (1) shall be issued upon the terms and conditions set out in the *First Schedule*.
- (3) The bonds shall mature 4 years after the date of issue of each bond.

Payment of Interest

6. Interest accrued on the bonds is payable semi-annually in January and July.

Monetary value of bonds

7. The monetary value of bonds to be issued monthly shall be limited to \$8.5 million.

Maximum value of bonds to pay public officers

8. The maximum value of bonds to be issued for the purpose of paying a portion of the emoluments of public officers or temporary employees shall be 25 per cent.

Bonds to be tradeable and negotiable

9.(1) A bond shall be a tradeable and negotiable instrument and shall be subject to the terms and conditions set out in the *Second Schedule*.

(2) Nothing in the *Income Tax Act*, Cap. 73, the *Stamp Duty Act*, Cap. 91 or any enactment relating to the imposition of a tax or any impost on bonds, shall apply to bonds issued under this Act.

Bank to be fiscal agent for the Government

10. The Bank shall be the fiscal agent of the bonds and shall perform all functions necessary in relation to dealing with bonds, including trading in secondary markets.

Public Officer may opt to receive bonds

11.(1) A public officer on signing the form referred to in section 14 may indicate whether he wishes the bonds for 18 months or for a shorter period.

(2) A public officer referred to in subsection (1) who wishes to vary the period stated in the form referred to in that subsection may, at least 14 days but no more than 28 days prior to the date on which his emolument is due to be paid in any month, advise the Accountant General through his head of department that he wishes to receive his full bond allocation in cash or a stated portion of the bond allocation in cash for that month or for the shorter period.

(3) Notwithstanding subsection (1), a public officer who is paid at a period other than monthly shall advise the Accountant General through his head of department at least 14 days but no more than 28 days prior to the date on which

his emolument is due to be paid that he wishes to receive his full bond allocation in cash or a stated portion of the bond allocation in cash.

Bonds to be redeemable

12. A bond may be redeemed at par by the bondholder 24 months after the date of first issue.

Central Bank allowed to purchase bonds

13.(1) Notwithstanding any provision to the contrary contained in the *Central Bank of Barbados Act, Cap. 323C*,

- (a) the Bank may purchase and otherwise trade in bonds; and
- (b) any person approved by the Bank may purchase from and otherwise trade in bonds with the Bank.

(2) Purchase of bonds by the Bank pursuant to subsection (1) shall cease no later than December 31st 2021.

Issue of bonds to public officers

14.(1) Every month or other pay period a bond will be issued in the name of every public officer.

(2) Every public officer who wishes to receive his bond allocation shall so indicate in writing in the form approved by the Minister.

(3) Every public officer who does not wish to receive his bond allocation shall so indicate in writing in the form approved by the Minister.

(4) For the avoidance of doubt and in the interest of clarity, where a public officer fails or refuses to indicate in writing whether he wishes to receive a bond allocation or not he shall be deemed to have chosen to receive his bond allocation in cash.

Part payment of emoluments in bonds

15. Notwithstanding any enactment to the contrary, for the purposes of this Act a portion of a public officers emoluments may be paid in bonds with the consent of the public officer.

Persons to whom this Act does not apply

16.(1) This Act does not apply to a public officer whose annual emoluments after deduction of income tax and national insurance is \$36 000 or less, unless he indicates in writing in the form approved by the Minister that he wishes to receive a stated portion of his emoluments in bonds and section 11(2) shall apply accordingly.

(2) This Act does not apply to a Government pensioner unless he advises the Accountant General in writing that he wishes to receive a stated portion of his pension in bonds.

(3) A public officer and a Government pensioner mentioned in subsections (1) and (2) respectively shall not receive bonds where the limit of \$8.5 million as stated in section 7 has been fully subscribed.

(4) Any request for an allocation of bonds

(a) by a public officer in excess of his bond allocation;

(b) by a person referred to in subsection (1) or (2)

shall be allotted on a *pro rata* basis.

(5) For the purposes of this Act, “Government pensioner” means a public officer who has retired from the public service and who is in receipt of a pension from the Consolidated Fund.

Commencement and duration

17.(1) This Act shall come into operation on the 1st day of July, 2020 and shall cease to have effect on the 31st day of January, 2022.

-
- (2) Notwithstanding subsection (1),
- (a) any right, privilege, obligation or liability acquired, accrued or incurred under this Act;
 - (b) any investigation, legal proceeding or remedy in respect of any such right, privilege, obligation or liability, as aforesaid

is not affected by the cessation of this Act and any such investigation, legal proceeding or remedy may be instituted, continued or enforced and any such penalty, forfeiture or punishment may be imposed, as if this Act did not cease to have effect.

FIRST SCHEDULE*(Section 5(2))*

Terms and conditions for the issue of the bonds

The terms of the Bond are as follows:

1. A 4-year bond with a 5 per cent interest rate per annum.
2. Interest accrued shall be payable semi-annually in January and July and principal paid 4 years from date of issuance of bond.
3. No withholding tax on the interest earned.
4. Stamp duty shall not be payable.
5. Bonds are fully tradable in the Secondary Bond Market.
6. Protected bonds - As with the domestic debt restructuring of 2018 in which savings bonds issued pursuant to the *Debt Holder (Approval of Debt Restructuring) Act, 2018* (Act 2018-24) were not restructured, these bonds are protected from any restructuring.
7. Bonds will have an early redemption feature (after 24 months of date of issue) which will allow individuals to redeem their bonds early.

Annual Net Salary	Percentage of net take home pay given in bonds
Under \$36,000	0% (Can choose any percentage up to 25%)
\$36,001 - \$50,000	7%
\$50,001 - \$100,000	12%
Over \$100,000	17%
Government Pensioners	0% (Can choose any percentage up to 25%)

SECOND SCHEDULE*(Section 9)**Trading Terms*

1. Bonds are to be traded at par during each month of issuance. Thereafter, market conditions apply.
2. Each public officer may
 - (a) determine who can purchase his bonds, provided the buyer is registered at the Central Bank; or
 - (b) opt to place the bonds in a pool held by the Central Bank for onward trading in the secondary bond market.



BARBADOS

SEVERANCE PAYMENTS (AMENDMENT) ACT, 2020-15

Arrangement of Sections

1. Short title
2. Application of Act
3. Amendment of the Severance Payments Act
4. Amendment of Cap. 355A
5. Amendment of *Fifth Schedule* to Cap. 355A
6. Non-application of Tribunal
7. Suspension of sections 6 and 7 and paragraph 7 of the *Fifth Schedule* to Cap. 355A
8. Preservation of rights
9. Revival of sections 6 and 7 and paragraph 7 of the *Fifth Schedule* to Cap. 355A
10. Commencement and duration of amendments to Cap. 355A

BARBADOS

I assent
S. MASON
Governor-General
18th June, 2020.

2020-15

An Act to amend the *Severance Payments Act*, Cap. 355A.

[Commencement: 1st July, 2020]

ENACTED by the Parliament of Barbados in accordance with section 49 of the *Constitution* as follows:

Short title

1. This Act may be cited as the *Severance Payments (Amendment) Act, 2020*.

Application of Act

2. *The amendments herein made to the Severance Payments Act, Cap. 355A, are in consequence of the public health emergency declared by the Proclamation made by the Governor General on 28th day of March, 2020.*

Amendment of the Severance Payments Act, Cap. 355A

3. *The Severance Payments Act, Cap. 355A, in this Act referred to as the principal Act, is amended by inserting immediately after section 6 the following new sections:*

“Temporary right to severance payment for lay-off or short-time

6A.(1) Where an employee has been laid off or kept on short-time

- (a) commencing at any time between the 1st day of March, 2020 and the 30th day of April, 2020 that employee will not be entitled to claim severance payment, unless he had been laid off or kept on short-time for 22 consecutive weeks; or

- (b) for a series of 18 or more weeks within a period of 24 weeks,

then, if the employee, within 4 weeks after the relevant date, gives notice in writing to his employer indicating (in whatsoever terms) his intention to claim a severance payment in respect of the lay-off or short-time (in this section and section 7 referred to as "a notice of intention to claim") the employee is, subject to this section, entitled to a severance payment for being laid off or kept on short-time.

(2) Where an employee had been laid off or kept on short-time before the 1st day of June, 2020 as a result of

- (a) the restrictions on international travel due to the declaration of a public health emergency; and
- (b) the consequent restriction in the operation of business imposed by the making of the *Emergency Management (Covid-19) Curfew (Nos. 1-5) Directives, 2020*

that employee shall not be entitled to claim severance, unless he had been laid off or kept on short-time for 22 consecutive weeks or for a series of 18 or more weeks within a period of 24 weeks.

(3) For the purposes of this section “the relevant date” in relation to a notice of intention to claim the right to a severance payment pursuant to such notice means the date on which the last of the 22 consecutive weeks or the series of 18 or more weeks referred in subsection (2), as the case may be, came to an end.

(4) Where an employee has given notice of intention to claim

- (a) he is not entitled to a severance payment in pursuance of that notice unless he terminated his contract of employment by a week's notice which (whether given before or after or at the same time as the notice of intention to claim) is given before the end of the period allowed for the purposes of this paragraph (as specified in subsection (5) of section 7); and
- (b) he is not entitled to a severance payment in pursuance of the notice of intention to claim if he is dismissed by his employer (but without prejudice to any right to a severance payment because of the dismissal).

(5) If an employee is required by his contract of employment to give more than a week's notice to terminate the contract, the reference in paragraph (a) of subsection (4) to a week's notice shall be construed as a reference to the minimum notice which is so required to give.

(6) Subject to subsection (7), an employee is not entitled to a severance payment in pursuance of a notice of intention to claim if, on the date of service of that notice, it was reasonably to be expected that the employee (if he continued to be employed by the same employer) would, not later than 4 weeks after that date, enter upon a period of employment of not less than 24 weeks during which he would not be laid off or kept on short-time for any week.

(7) Subsection (6) shall not apply unless, within 7 days after the service of the notice of intention to claim, the employer gives to the employee notice in writing (in section 7 referred to as a "counter-notice") that he will contest any liability to pay to him a severance payment in pursuance of the notice of intention to claim.

(8) For the purposes of this section and section 7, "week" in relation to an employee whose remuneration is calculated weekly by a week ending on a day other than Saturday, means a week ending on that other day, and, in relation to any other employee, means a week ending with Saturday.

Minister may make Order

6B. The Minister may by order prescribe the procedure for investigating and settling claims.”.

Amendment of Cap. 355A

4. *The principal Act is amended by inserting immediately after section 7 the following new section:*

“Temporary supplementary provisions as to severance payments in respect of lay-off or short-time

7A.(1) Where, in a case where an employee gives notice of intention to claim and the employer gives a counter-notice, the employee

continues or has continued, during the next 4 weeks after the date of service of the notice of intention to claim, to be employed by the same employer, and he is or has been laid off or kept on short-time for each of those weeks, it shall be conclusively presumed that the condition specified in subsection (6) of section 6A was not fulfilled.

(2) For the purposes of section 6A(1) and subsection (1), it is immaterial whether the 22 consecutive weeks referred to in paragraph (a) of section 6A(1) or the series of 18 or more weeks referred to in paragraph (b) of that section consist wholly of weeks for which the employee is laid off or wholly of weeks for which he is kept on short-time or partly of one and partly of the other.

(3) For the purposes mentioned in subsection (2), no account shall be taken of any week for which an employee is laid off or kept on short-time where the lay-off or short-time is wholly or mainly attributable to a strike or a lock-out, whether the strike or lock-out is in the trade or industry in which the employee is employed or not and whether it is in Barbados or elsewhere.

(4) Where the employer gives a counter-notice within 7 days after the service of a notice of intention to claim and does not withdraw the counter-notice by a subsequent notice in writing, the employee shall not be entitled to a severance payment in pursuance of the notice of intention to claim except in accordance with a decision of a tribunal.

(5) The period allowed for the purposes of paragraph (a) of subsection (4) of section 6A is as follows, that is to say

- (a) if the employer does not give a counter-notice within 7 days after the service of the notice of intention to claim, that period is 3 weeks after the end of those 7 days;
- (b) if the employer gives a counter-notice within those 7 days, but withdraws it by a subsequent notice in writing, that period is 3 weeks after the service of the notice of withdrawal;

- (c) if the employer gives a counter-notice within those 7 days and does not so withdraw it and a question as to the right of the employee to a severance payment in pursuance of the notice of intention to claim is referred to a tribunal, that period is 3 weeks after the tribunal has notified to the employee its decision on that reference.
- (6) For the purposes of paragraph (c) of subsection (5), no account shall be taken of any appeal against the decision of the tribunal or of any proceedings or decision in consequence of such an appeal.”.

Amendment of Fifth Schedule to Cap. 355A

5. *The Fifth Schedule to the principal Act is amended by inserting immediately after paragraph 7 the following new paragraph:*

“7A. Where the employee has before the death of the deceased employer been laid off or kept on short-time for one or more weeks, but has not given to the deceased employer notice of intention to claim, then if after the death of the deceased employer

- (a) his contract of employment is renewed, or he is re-engaged under a new contract, as mentioned in sub-paragraphs (a) and (b) of paragraph 3; and
- (b) after the renewal or re-engagement, he is laid off or kept on short-time for one or more weeks by the personal representative of the deceased employer,

sections 6A and 7A shall apply as if the week in which the deceased employer died and the first week of the employee’s employment by the personal representative were consecutive weeks, and any reference in those sections, except in subsection (6) of section 6A, to 22 weeks or 24 weeks shall be construed accordingly.”.

Non-application of Tribunal

6. *Section 38 of the principal Act does not apply to claims made under these amendments.*

Suspension of sections 6 and 7 and paragraph 7 of the Fifth Schedule to Cap. 355A

7. *The amendments made to Cap. 355A*

- (a) shall suspend the operation of section 6, section 7 and paragraph 7 of the Fifth Schedule for the duration of the amendments, that is to say, from the 1st day of June, 2020 to the 31st day of July, 2020, inclusive; and*
- (b) mentioned in section 5, shall apply and operate in place of and in the stead of the suspended provisions of Cap. 355A.*

Preservation of rights

8. *Notwithstanding section 7, where the right of an employee other than an employee referred to in section 6A(1) and 6A(2), to make a claim for severance payment accrued during the period mentioned in section 7 the right is not affected by anything contained in this amendment, but is preserved and may be exercised at any time after the 31st day of July, 2020.*

Revival of sections 6 and 7 and paragraph 7 of the Fifth Schedule to Cap. 355A

9. *With effect from the day immediately succeeding the 31st day of July, 2020, section 6, section 7 and paragraph 7 of the Fifth Schedule shall resume their operation and shall continue to operate with the same force and to the same effect as they had operated on the day immediately preceding the 1st day of June, 2020.*

Commencement and duration of amendments to Cap. 355A

10. *The amendments made by this Act to the principal Act shall be deemed to have come into operation on the 1st day of June, 2020 and shall cease to have effect on the 31st day of July, 2020.*