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16 January 2024

- 1. An employee receives commissions for sales subject to goals. He goes on vacation without reaching the goal and is replaced by another employee who follows up with the same customers, but does not reach the goal either, but between the two of them the goal is reached. Who is entitled to the commissions? The one who is replaced or the one who replaced him?**

In such a case, I suggest that the commission be paid half to one employee and half to the other, for the following reasons.

Legally speaking, neither of the two employees is entitled to receive the full commission, because neither of them, individually and by their own efforts, reached the goal. And it is not possible, legally speaking, for a single employment contract to be executed between an employer and two employees, since employment contracts are bilateral, i.e., between a single employee and a company.

It is good to point out that the labor code does not have a text that provides a solution for the case consulted. There is no case law either.

- 2. We have received a conviction from a labor court for a lawsuit filed by a Haitian national against one of our subcontractors, even though the contractor acknowledged that he was the employer and not us. Is this possible and is it legal?**

Yes, it is possible to be convicted of joint and several liability, provided that during the trial it has been proven that the subcontractor "did not have the elements or conditions to fulfill the obligations arising from the relationship with its workers" (art. 12 of the Labor Code).

The insolvency of a subcontractor is not a matter to be presumed - all the more so if the subcontractor attends and faces the lawsuit - but must be proven by the plaintiff.