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Myanmar News

New Employment
Contract Template of the
Department of Labour

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I. Introduction

In August 2015, the Department of Labour of the Ministry of Labour, Immigration and Population (Ministry of Labour) issued Notification 1/2015, announcing that with effect from September 2015, all employees in Myanmar must be employed under a prescribed employment contract template.

While the requirement of having a written employment contract had been in place since the enactment of the Employment and Skills Development Law (2013), the instructions relating to a “prescribed employment contract template” came as a surprise (for further information, please refer to our News Alert on the previous announcement of the Ministry of Labour).

Unfortunately, the official employment contract template was drafted for factory workers and not suitable for most businesses, and the Union of Myanmar Federation of Chambers of Commerce and Industry (UMFCCI), labour unions, but also international organization and other stakeholders, filed petitions to withdraw or at least amend Notification 1/2015.

On 31 January 2017, the Ministry of Labour convened a tripartite meeting, in which it was resolved that representatives of employers and employees would jointly work on a new employment contract template. In subsequent bipartite meetings, UMFCCI and labour unions negotiated a draft, which was eventually presented to the National Tripartite Dialogue Forum (NTDF). After the final bipartite meeting on 28 February 2017, the UMFCCI and labour unions resolved outstanding issues at the NTDF meeting on 27 May 2017 and submitted their final draft to the Ministry of Labour for review and approval. On 28 August 2017, the new Employment Contract Template was officially announced.

Please find below a short summary of the new template.

II. Employment and Skills Development Law (2013)

Pursuant to section 5 (a) (1) Employment and Skills Development Law (2013), employers are required to execute an employment contract within 30 days of appointment of an employee. The employment contract must then be submitted to the relevant Township Labour Office for official approval.

Comment Luther: *While the law does not allow for any kind of exemptions, this requirement was enforced only for employers with five (5) or more employees. This practice of the Township Labour Offices is further provided for in rule 12 (a) Draft Rules to the Employment and Skill Development Law (2013).*

Pursuant to section 5 (b) Employment and Skills Development Law (2013), the following particulars shall be included in an employment contract:

- Type of employment;
- Probation period;
- Wage/salary;
- Location of working place;
- Term of employment;
- Working hours;
- Days-off, holidays and leave;
- Overtime;
- Meal arrangement(s) during working hours;
- Provision of accommodation (if any);
- Provision of medical treatment (if any) ;
- Provision of transportation to/from work (if any);
- Regulations to be followed by the employee;
- Training period;
- Resignation by employee;
- Termination/dismissal by employer;
- Obligations in accord with the stipulation(s) of the agreement;
- Mutual cancellation of employment agreement between employer and employee;
- Other matters;
- Specifications on amendments of/supplements to the agreement; and
- Miscellaneous.

An employer convicted of failing to sign an employment contract will be punished with imprisonment for up to six (6) months and/or a fine (section 38 Employment and Skills Development Law (2013)).

Non-registered employment contracts may be declared void.

III. New Employment Contract Template

In compliance with section 5 (b) Employment and Skills Development Law (2013), the new Employment Contract Template contains a total of 21 clauses.

Comment Luther: *While far from being perfect, the new Employment Contract Template is much shorter than the former Employment Contract Template from 2015, discontinuing with the practice of sheer repetition of legal provisions of Myanmar labour laws. Instead, it often simply states that the employment agreement “shall be in accordance with prevailing laws”.*

Preamble

The new Employment Contract Template provides for the details of the employer (such as registered office address) and employee (such as ID/passport number and place of residence).

Comment Luther: *According to the new Employment Contract Template, the expression “Employer” shall include – in case of a sole proprietor, partnership/joint-venture and/or private enterprise – all successors in title of the deceased employer or legal representatives.*

Taken literally, there is a risk that even shareholders of a limited liability company may be held liable as a party to the employment contract.

1. Type of Job

Clause 1 of the new Employment Contract Template contains information on the type of business, location of the workplace of the employee, his designation/level, department and a summary of duties.

2. Probation Period

While the Employment and Skills Development Law (2013) provides for the possibility to agree on a probation period, no further details are stipulated under the law.

Pursuant to both the former and the new Employment Contract Template, the probation period shall, however, not exceed

three (3) months . If the employer deems a probation period to be unnecessary, he may appoint the employee without probation period.

Comment Luther: *While the former Employment Contract Template contained some more provisions regarding probation period (e.g. the employee shall not be paid less than 75 % of the basic wage during his probation period), the new Employment Contract Template lacks specific information on the payment of wages/salaries, employment after probation period and termination and resignation during probation period.*

In absence of any further provisions, the new Employment Contract Template does not actually distinguish between employees on probation and employees who have completed their probation period, since rules on termination and other terms are identical.

3. Wage/Salary

The new Employment Contract Template provides for the options to agree on daily wage, piece-rate or monthly salary in either Myanmar Kyat or foreign currency (e.g. US Dollar).

Depending on the employee's performance and subject to the prescribed minimum wage, the wage/piece-rate/salary shall be amended from time to time by mutual agreement between the employer and employee.

Payment of wage/piece-rate/salary shall be made in accordance with the prevailing labour law.

Comment Luther: *Under the former Employment Contract Template, the date for the payment of wages/salaries was determined based on the size of the workforce of the employer (e.g. for a workforce not exceeding 100 employees, wages/salaries were to be paid within five (5) days after the end of the relevant month).*

Pursuant to the new Employment Contract Template, payment is to be made in accordance with the law. Section 4 Payment of Wages Law (2016) provides, that an employer shall, in case of hourly, daily, weekly job or a job of any other time interval, or temporary job or piece-job, disburse remuneration for such job to the employee upon completion of the job or at any time period agreed with the employee. The period of time agreed between the employer and employee shall, however, not exceed one (1) month.

Salaries for permanent employees shall be disbursed monthly. If the workforce does not exceed 100 employees, remuneration shall be disbursed on the end date of the period of remuneration. If the workforce exceeds 100 employees, remuneration shall be disbursed within five (5) days of the end of the period of remuneration.

In case of termination by the employer, the remuneration payable shall be paid within two (2) business days. In case of voluntary resignation by the employee, payment shall be made on the end date of the period of remuneration. In case of death of an employee, the remuneration shall be paid to his legal inheritor within two (2) business days from the date of such decease.

4. Location of Employment

The location of the workplace of the employee shall be stated in detail (i.e. number, street/road, ward/village/industrial-zone, township and region/state in Myanmar).

5. Term of Employment Contract

The term of employment is not regulated under the applicable laws. Pursuant to the former practice of the Department of Labour, an employment contract could however not exceed two (2) years (it could, however, subsequently be renewed for further term(s)).

Comment Luther: *This practice was neither in line with Myanmar labour laws and the principle of freedom of contract, nor with the needs of many of employees. In addition, the fixed-term of a maximum of two (2) years seemed to contradict Notification 84/2015 of the Ministry of Labour, introducing increased severance payments for the termination of employment contracts by the employer based on the duration of an employee's employment.*

Pursuant to the new Employment Contract Template, the term of the employment shall be stated in detail, but is no longer limited to a maximum term.

Upon expiry, and provided that there was no breach of the terms of the employment by the employee, termination or change of work and/or payment conditions, the employment contract shall be extended (resulting in a possible accumulation of the employee's previously accrued length of service). The new Employment Contract Template explicitly provides that the employer shall not refuse to extend the contract term without

valid reasons (i.e. the extension of the employment contract shall be the normal case).

Further, the new Employment Contract Template provides, that an employee's length of service shall be calculated from the date of joining the factory/workshop/enterprise/company until the termination (i.e. the accumulated length of all renewed fixed terms).

Comment Luther: *This provision clarifies the calculation of the length of employment for Notification 84/2015 of the Ministry of Labour concerning severance payments for the termination of employment contracts by the employer. Under this Notification, the amount of compensation depends on the time of consecutive employment, with a severance payment of up to 13 monthly salaries for employees having been employed for more than 25 years.*

6. Working Hours

Business hours and working times are stipulated in various laws. The general rules are provided in the Shops and Establishment Law (2016), which allow for six (6) working days of up to eight (8) hours per day. Pursuant to the law, at least one (1) day per week shall be granted as paid rest day. Further, an employee shall be granted a break of at least half an hour after four (4) consecutive hours of work.

Different stipulations are found in sector specific laws, such as the Factories Act (1951) and the Oilfields (Labour and Welfare) Act (1951), which provide for 44 hours per week other than for work which has to be done continuously, in which case 48 hours shall apply.

Pursuant to the new Employment Contract Template, the regular working hours, meal and rest times shall be stated in detail. If required due to the nature of the enterprise, this provision may, however, upon mutual agreement between the employer and employee be amended in accordance with the applicable laws.

Comment Luther: *This may imply that (e.g.) employers in the hospitality sector may enjoy greater freedom to agree on flexible working hours. It remains, however, to be seen, how the Department of Labour will interpret this provision, as any amendment of the working hours shall be submitted to the relevant authorities for approval.*

For further information, please refer to our memo on employment law.

7. Rest Days, Public Holidays and Leave Days

(i) Rest Days

Pursuant to Myanmar labour law, at least one (1) day per week shall be granted as paid rest day. Both the former and the new Employment Contract Template provide that ordinarily, Sunday of each week shall be designated as the rest day. If necessary due to the nature of the enterprise, any other day of the week may, upon mutual agreement between the employer and employee, be designated as rest day.

Wages/salaries shall be enjoyed on rest days in accordance with prevailing labour laws.

Comment Luther: *If an employee has to work on the weekly rest day, he shall enjoy an alternative day for rest in accordance with the prevailing labour law, and may potentially be entitled to overtime pay (please see below).*

(ii) Public Holidays

Under the Leave and Holidays Act (1951), every employee shall be granted paid public holidays as announced by the Government in the Myanmar Gazette. On average, Myanmar has 26 public holidays per year, depending on the date of the variable holidays.

Comment Luther: *If a public holiday and a rest day coincide, such day shall be determined as a public holiday.*

(iii) Leave Days

Myanmar law recognizes various types of leave. In general, leave is governed by the Leave and Holidays Act (1951), but additional rules may apply in accordance with other laws, such as the Social Security Law (2012) for employees contributing to the Social Security Fund.

Casual Leave

Every employee is entitled to six (6) days of paid casual leave per year of employment. Casual leave may not be carried forward to the subsequent year and may not be spent for more than three (3) consecutive days at a time, except in the case of religious or compulsory social events (e.g. weddings, funerals). Casual leave may not be enjoyed in conjunction with any other type of leave.

Earned Leave

Earned leave may be enjoyed for a minimum of ten (10) days consecutively or separately per year of employment, provided the employee has completed twelve (12) consecutive months of service with a minimum of 20 working days per month.

For each month with less than the minimum of 20 full days of work, one day may be deducted from the minimum earned leave entitlement.

Earned leave may be carried forward and can be accumulated up to three (3) years.

Medical Leave

Medical leave is governed by the Social Security Law (2012) for employees contributing to the Social Security Fund and by the Leave and Holidays Act (1951) for employees not covered by the law.

Under the Leave and Holidays Act (1951), employees are entitled to 30 days of paid medical leave per year, provided that they have completed six (6) months of service.

Employees covered by the Social Security Law (2012) are also entitled to 30 days of medical leave (if they have completed six (6) months of service), but may enjoy additional leave in case of certain work injuries and illnesses. Theoretically, employees covered by the Social Security Law (2012) may receive part of their salary from the Social Security Fund, but in practice, such medical leave is often also granted as paid leave.

Maternity and Paternity Leave

Maternity leave is governed by the Social Security Law (2012) for employees contributing to the Social Security Fund and by the Leave and Holidays Act (1951) for employees not covered by the law.

Under the Leave and Holidays Act (1951), employees are entitled to 14 weeks of paid maternity leave, to be taken six (6) weeks before confinement and eight (8) weeks after confinement.

Employees covered by the Social Security Law (2012) are entitled to similar 14 weeks of maternity leave, but may further enjoy additional four (4) weeks in case of twins. Up to six (6) weeks of leave shall be granted in the event of a miscarriage (exception: criminal abortion). Theoretically, employees covered by the Social Security Law (2012) may receive part of

their salary from the Social Security Fund, but in practice, such maternity leave is also often granted as paid leave.

Male employees covered by the Social Security Law (2012) may enjoy 15 days of paternity leave after confinement of their wife.

Funeral Leave

The new Employment Contract Template introduces the additional category of funeral leave. Employees shall be entitled to leave in accordance with the law without deduction from their minimum wage in case of death of a parent or family member. If the statutory leave entitlement has been exhausted, unpaid leave may be granted upon mutual agreement between employer and employee.

Comment Luther: Myanmar labour law does not provide for separate funeral leave. Since the new Employment Contract Template provides that such leave shall be granted in accordance with the law, and explicitly refers to the option to grant unpaid leave, it may be the intention that Funeral Leave be deducted from casual or earned leave.

For further information, please refer to our memo on employment law.

8. Overtime

Depending on the nature of the enterprise, overtime may be carried out in accordance with Myanmar labour law and upon mutual agreement between the employer and employee. Overtime pay shall be calculated and paid in accordance with Myanmar labour law.

Under the Shops and Establishment Law (2016), any work in excess of eight (8) hours per day or 48 hours per week is considered overtime. Accordingly, even if an employee only works only 40 hours in one week, the ninth (9th) hour on a working day would be considered overtime. Overtime is limited to a maximum of 12 hours per week, or 16 hours in cases of special needs. In case of work on the weekly rest day, the employee shall additionally be granted a substitute rest day.

Different stipulations on ordinary working hours are found in sector specific laws, such as the Factories Act (1951) and the Oilfields (Labour and Welfare) Act (1951).

Overtime pay shall be calculated as double the basic wage/salary. For further information, please refer to our memo on employment law.

9. Meal Arrangements

Under Myanmar law, employers are not required to provide meals to their employees. Whether employers provide their employees with meals shall however be clearly stated in the employment contract.

10. Accommodation

Under Myanmar law, employers are not required to provide accommodation. Whether employers provide their employees with accommodation shall however be clearly stated in the employment contract.

11. Medical Care

Employees covered by the Social Security Law (2012) shall be entitled to medical treatment in accordance with the Social Security Law (2012). Work-related injuries of employees not covered by the Social Security Law (2012) shall be handled in accordance with the law (e.g. the Workmen's Compensation Act (1923)) and the employer shall arrange for medical treatment at its own expenditure (i.e. for workplace injuries, occupational diseases and sickness in the workplace).

12. Ferry to/from Workplace & Travel

Under Myanmar law, employers are not required to arrange for transportation to/from the workplace. Whether employers provide their employees with transportation to/from the workplace shall however be clearly stated in the employment contract.

13. Employee Rules

The new Employment Contract Template explicitly allows for the use of employment rules, which may be prescribed upon mutual agreement between the employer and employee in accordance with the nature of the enterprise (taking the code of conduct issued by the Industrial Zone as reference).

Comment Luther: *The new Employment Contract Template provides that rules specifying categories of ordinary/*

grave misconduct and levels of disciplinary action shall be attached to Employment Contracts as annexures and be followed by the employee. While no further information is provided, we assume that such categories/levels of disciplinary action shall be submitted to the relevant authorities for approval.

14. Training

The employer and employee may mutually agree upon a training in accordance with the Employment and Skills Development Law (2013). A separate agreement shall be executed in accordance with the law concerning the attendance of occupational skills training courses.

Comment Luther: *In contrast to the former Employment Contract Template, no further information on training is contained in the new Employment Contract Template.*

15. Resignation and Termination

Myanmar labour laws provide few details on resignation by the employee and termination or dismissal by the employer. The conditions and requirements are primarily governed by the policies of the Ministry of Labour, most importantly the contract templates. The new Employment Contract Template provides for the possibilities for the employee to resign and the employer to terminate the employment.

(i) Resignation of the Employee

Pursuant to the new Employment Contract Template, the employee shall give the employer a minimum of one (1) months' prior notice of resignation.

Comment Luther: *While the new Employment Contract Template provides for the employer's permission for the resignation of an employee, we would submit that the resignation is a unilateral act not requiring permission, unless a minimum fixed term of employment was agreed .*

The resignation of an employees who attended training at the employer's expenditure shall be subject to the provisions of the Employment and Skills Development Law (2013).

Comment Luther: *Kindly note, that the Employment and Skills Development Law (2013) does not contain any specific provisions on the resignation of employees who attended training at the employer's expenditure. We would thus rec-*

ommend to agree on clear reimbursement obligations with any employee receiving training.

(ii) Termination by the Employer

Pursuant to the new Employment Contract Template, the termination of an employee shall be done in writing and signed, and the employer shall keep records of the reason for termination.

Dismissal

An employee who violates the prescribed rules shall – for ordinary misconduct – be given a written warning for the first (1.) and (2.) violation and sign an undertaking for the third (3.) violation. In case of any further violation within twelve (12) months from the undertaking, the employer shall be entitled to terminate the employment contract without payment of compensation.

If no further violation is committed within twelve (12) months from the undertaking or a case of ordinary misconduct, all previous offences of the employee shall be cancelled.

Comment Luther: *The former Employment Contract Template and practice of the Department of Labour already provided for a three-step warning system. For a first (1.) misconduct of ordinary nature, the employee was, however, to be given a verbal warning.*

Further, while neither the law nor the former Employment Contract Template provided for a time limit, it was common practice to cancel violations of the employee after expiry of twelve (12) months. This practice has now been put in writing in the new Employment Contract Template.

Since the Employment Contract Template is silent on the consequences of grave misconduct, it can be assumed that an immediate, summary dismissal is permitted.

Termination by Notice

Other than for a reason as set out above, the employer may terminate the employment of an employee with at least one (1) months' notice in advance and payment of severance pay in accordance with the applicable labour laws.

Redundancy

Pursuant to the new Employment Contract Template, employers shall coordinate with labour organizations in respect of redundancies and termination of employees. If no labour organi-

zation has been formed, the employer shall coordinate with the Workplace Coordinating Committee (if any).

16. Prescribed Termination Reasons

The new Employment Contract Template provides for the following additional termination reasons, which would however attract payment of severance pay in accordance with the applicable labour laws:

- Winding-up of the business of the employer;
- Suspension of business due to unforeseeable events; and
- Decease of the employee.

17. Contractual Obligations

The new Employment Contract Template provides for the following obligations:

(i) Employer

- The employer shall not discriminate and refrain from denying equal opportunity based on membership of association, race, religion, gender, age;
- Foreign employers, supervisors, experts and family members shall respect and abide by prevailing laws, culture and customs of the Union of Myanmar;
- The employer shall respect and comply with prevailing laws of the Union of Myanmar including prevailing labour laws;
- The employer shall be able to sue and be sued in accordance with law;
- The employer shall inform employees about their rights and benefits; and
- The employer shall give special priority to workplace safety in accordance with business needs.

(ii) Employee

- The employee shall comply with instructions concerning workplace safety, issued in accordance with the needs of the enterprise;
- The employee shall wear such workplace safety equipment prescribed in accordance with operational needs when entering the workplace;
- The employee shall, at the workplace and during work hours, refrain from consuming intoxicants, causing harassment, danger or physical harm to colleagues;
- The employee shall keep confidential information disclosed as such by the employer and shall refrain from extracting,

using, copying, removing or deleting documents, accounts or records related to the business without order or permission;

- The employee shall abide by the rules and regulations issued from time to time in agreement subsequent to negotiation between the employer and employee representatives;
- The employee shall pay taxes and fees required to be contributed or paid by prevailing laws at the prescribed rates;
- The employee shall respect and abide by the prevailing labour laws; and
- The employee shall be able to sue and be sued in accordance with law.

18. Cancellation of Employment

Upon mutual agreement between the employer and employee, the employment contract may be cancelled.

Comment Luther: *The new Employment Contract Template contains no more details on the cancellation of the employment by mutual agreement. A mutual termination by execution of a termination agreement between employer and employee should however always be possible.*

19. Other Matters

Labour Disputes between the employer and the employee shall be resolved through mediation. If an amicable solution cannot be achieved, the dispute shall be resolved in accordance with the Settlement of Labour Disputes Law (2012) and any other prevailing laws.

20. Formulation, Amendments and Addition of Contractual Terms

Upon signing, the employment contract shall be submitted to the relevant Township Labour Office.

Comment Luther: *The new Employment Contract Template does not state what will happen with the employment contract upon submission to the Township Labour Office. Pursuant to the former Employment Contract Template and practice of the Department of Labour, any employment contract shall however be submitted to the Township Labour Office for review, approval and registration.*

Any amendment of or supplement to the submitted employment contract shall be in accordance with prevailing labour laws, mu-

tually agreed upon between the employer and the employee and submitted to the Township Labour Office.

Comment Luther: *Again, the new Employment Contract Template does not state what will happen with the employment contract upon submission of the amendments of/supplements to the Township Labour Office.*

21. Miscellaneous

The employee shall be entitled to enjoy all rights, protections and benefits provided in labour laws and related laws. Additional rights and duties may be prescribed by the employee manual of the employer, which shall be deemed a part of the employment contract.

Comment Luther: *Under the former Employment Contract Template and practice of the Department of Labour, any ancillary employment rules (e.g. employee manuals) had to be submitted to the Township Labour Office for review, approval and registration. It has to be seen whether the wording of the new Employment Contract Template will result in a relaxation of the former practice.*

The employment contract may be amended by agreement between the employer and the majority of the employees as required due to the nature of the enterprise, subject to compliance with the labour law and international standards.

Comment Luther: *Under the former Employment Contract Template and practice of the Department of Labour, any amendment of or supplement to the official template and/or registered employment contract had to be submitted to the Township Labour Office for review, approval and registration.*

The new Employment Contract Template provides that the employment contract may be amended by mutual agreement between the employer and the majority of the employees.

It is however silent on the requirement to obtain official approval for said amendment.

Further, any amendment seems to require an agreement with the majority of the employees, and it is to be seen whether such requirement will be enforced by the authorities.

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