LABOUR LAW

LAW N° 51/2001 OF 30/12/2001 ESTABLISHING THE LABOUR CODE.

We, Paul KAGAME,
President of the Republic,

THE TRANSITIONAL NATIONAL ASSEMBLY HAS ADOPTED AND WE SANCTION, PROMULGATE THE LAW, AS DECLARED BY THE SUPREME COURT, SECTION OF CONSTITUTIONAL COURT, TO BE IN HARMONY WITH THE FUNDAMENTAL LAW IN THE RULING N°061/11.02/01 PASSED ON 26/12/2001, AND ORDER IT TO BE PUBLISHED IN THE OFFICIAL GAZETTE OF THE REPUBLIC OF RWANDA.

The Transitional National Assembly, meeting in its session of December 3, 2001;

Given the Fundamental Law of the Republic of Rwanda, as amended to date, especially the Constitution of June 10, 1991 in its articles 30, 69 and 97 and the Arusha Peace Agreement on Power Sharing in its articles 6-d, 16-3, 40 and 72;

Revisited the law of February 28, 1967 establishing the labour code, as modified and complemented to date;

ADOPTS:

TITLE ONE: GENERAL PROVISIONS

Article 1:

This law institutes the Labour Code of the Republic of Rwanda.

Article 2:

An employee in this law is any person, regardless of his/her sex and nationality who has undertaken to put his/her professional activity, for pay, under the direction and the authority of another person, natural, or public or private organisation.

A person hired as statutory or a contractual employee assimilated to a statutory one in a permanent job of a public service official is not concerned with the provisions of this law.

Article 3:

In this law, any natural person or public or private organisation is considered as an employer and constitutes a company as soon as he is employing one or many employees even temporarily.

The company may be made up of many establishments, each of them being formed by a group of persons working together in a fixed location (factory, premises, working site, and so on ...) under the employer's supervision.

Article 4:

Forced labour is absolutely forbidden. By forced labour, this law refers to any work or service required from an individual by threatening him/her with any penalty and for which the said individual has not freely offered himself/ herself.

However, "forced labour" does not mean:

a) any work or service required from an individual in a peculiar case by virtue of laws on military service and allocated to activities of a purely military character;
b) any work or service required from an individual following a sentence made by a court decision, on other activities contrary to those governed by the International Convention on the abolition of forced labour, but such work or service being carried out under the public authorities' supervision and control and the said individual not being contracted out or put at the private individual disposal of an association or a grouping of people;
c) any work or service required in case of force major disaster, notably war, disasters or disaster threats such as fires, floods, famines, earthquakes, eruption and violent epizootic and in general, all circumstances endangering or risking to put in danger life or normal conditions of existence for the whole or part of the population;
d) work organised by local communities, when approved by the population or their direct representatives.

TITLE II: CONTRACT OF EMPLOYMENT

CHAPTER ONE: CONCLUDING AND CARRYING OUT CONTRACTS OF EMPLOYMENT

Section One: Common provisions

Article 5:

A contract of employment results from the employee's and employer's mutual consent, the first undertaking to put his professional activity at the service and under the authority of the employer, the second undertaking in return to pay to the employee the salary agreed upon. Concluding life contracts of employment is not acceptable.

Article 6:

Any contract of employment concluded to be carried out in the Republic of Rwanda is subject to the provisions of this law, whatever are the location for the contract conclusion and the residence of any or both parties.

The same applies to all other labour contracts when concluded under all other laws whenever they are partly to be carried out on the territory of the Republic of Rwanda.

Article 7:

The existence of a contract of employment is ascertained, in such forms as are convenient to both contracting parties. All means available may be invoked in its proving.

A contract of employment for a determined period exceeding ninety (90) successive working days, or for a well defined work, must be ascertained in writing before the employee starts working.

In the case of protest between the employee and the employer because there is no

written contract, the burden of proof lies with the employer.

In any case, any alien's contract of employment must be ascertained in writing.

Article 8:

A labour contract is concluded between an employer and an employee for a determinate, indeterminate period or for a well defined work.

The contract is for a determined duration when its end is fixed in advance by both parties or depends on the occurring of a future and certain event, the achievement of which is not depending on the will of either or both parties.

The contract for a non-determined duration is a contract the end of which has not been fixed in advance and which may end at any time by the will of either of the parties due to sound reasons. When such a termination of contract gives rise to disputes, the injured party forwards the case to the competent juridical authority.

Article 9:

When the contract of employment is concluded for a determined duration, it can not exceed two years. The contract of employment stipulating a longer duration is by law reduced to the maximum legal duration.

When at the end of a contract parties continue their performances, the contract turns into a contract for a non-determined duration.

When they conclude many successive contracts of employment for a determinate period or a well defined work, and the employee does not stop his work, such contracts are considered as contracts for a non-determined period, except when the employer proves that these contracts have been caused by the nature of work or other legally accepted reasons.

Article 10:

An alien employee can only contract legally after getting prior authorisation from the labour department. This authorisation is applied for by the employer according to a procedure to be defined by a decree from the Minister holding labour in his/her attributions.

Article 11:

It is prohibited to hire for labour a child under the age of sixteen. However, where the child has reached the age of fourteen, to respect the provisions of articles 64, 65, 66 and 67 of this law, he/she may be hired with special authorisation from anyone who has parental authority on him/her.

Article 12:

Every discrimination, exclusion or preference notably based on race or ethnicity, colour, sex, religion, political opinion, which would result in destroying or impairing chances' equality as far as employment or profession is concerned or in not being considered in the same way by tribunals is prohibited.

In particular, the guarantee which is provided for by the law of July 15, 1964 establishing the commercial and civil procedures code requested from an alien who complains before tribunals as far as contracts of employment are concerned is hereby prohibited.

Article 13:

The employee owes the company the whole of his/her professional activity except derogation stipulated in the contract. However, he/she is free, besides his/her working time, to do any activity unlikely to be prejudicial to the good performance of agreed services.

Is legally null and void every clause of a contract prohibiting the employee to do any activity after the contract of employment has expired.

Section 2: Probation employment

Article 14:

There is a probation employment whenever the employer and the employee, with a view to conclude a definitive contract, decide beforehand to estimate notably, the first, the quality of the employee's services and his output; the second, the conditions of work,

living, pay, health and security at work as well as the social climate on the employer's side.

Article 15:

Probation employment or its renewal must be stipulated in writing and can only cover a maximum period of six months.

Section 3: Suspension of a contract of employment

Article 16:

Suspension of a contract exempts the parties from their reciprocal obligations of working and paying the salary and allowances; however, in the case of industrial accident, the employee gets an allowance equal to his monthly salary during a period of six (6) months or until he starts being paid by the social security fund before 6 months.

Article 17:

Are suspensive of a contract of employment:

a) the period of unavailability resulting from a work accident or a professional disease;
b) the employee's absence when authorised by the employer by virtue of collective conventions or individual agreements;
c) the temporary cessation of the company's activity owing to serious economic difficulties. A technical redundancy cannot be imposed on an employee once or several times, for longer than three months during a same period of twelve months. After this period, the employee is free to consider himself /herself as laid off;
d) the absence at work due to a disease when accepted by a registered doctor. This period which is fixed at 6 months may continue being renewed until the employee is replaced;
e) the employee's detention for a period not exceeding 6 months without his/her sentence being specified.

Section 4: Termination of the contract of employment

Article 18:

Probation employment contracts may be terminated without notice and without any of both parties being right to claim compensation allowances, unless stated otherwise in conventional provisions.

Article 19:

In the case of termination before its term for a contract subject to the provisions of article 7 of this Law, the employer must inform about it the jurisdiction's Government Labour Inspector within fifteen days.

Article 20:

The contract of employment for a non- determined duration can always be terminated by the will of either of the parties but for justifiable reasons. This termination is subject to a prior notice given by the party taking initiative of termination.

Where no collective convention is available, the notice's duration is fixed by a decree from the Minister holding labour in his/her attributions, taking into account notably the duration of the contract and professional categories.

Article 21:

Any dismissal of an employee bound by a contract of employment for a non-determined duration is based on legitimate grounds and after the employee has had the possibility to defend himself/herself against allegations stated against him/her. In the case of protest before the authorised administrative or legal instances, proof for the existence of such legitimate grounds is incumbent upon the employer.

Article 22 :

In the case of termination of contract of employment for a non-determined duration by the

employer during the employee's annual leave, the notice allowance is doubled.

Article 23:

Notice must be given in writing to the interested party.

The notice can not be subject to any suspensive or resolutive condition. In the case of breach of contract at the employer's initiative, the dismissal's grounds are mentioned in the letter of notice.

Article 24:

During the notice period, the employer and the employee must respect all the reciprocal obligations that are incumbent upon them from the contract of employment. The notice is not required in the case of mutual agreement between parties.

Article 25:

Without prejudice the provisions of article 24 of this Law, any termination of contract of a non-determined duration, without notice or without having observed the notice period, compels the responsible party to pay the other party an allowance corresponding to the salary and advantages of all kind from which would have benefited the employee during the notice period that has not been effectively respected.

However, a termination of contract may take place without notice in the case of gross misconduct by one of the parties. In that case, gross misconduct is notified to the other party within forty-eight hours from its observation, by registered or remitted mail against receipt in the presence of two witnesses or by a bailiff.

Article 26:

Any unfair termination of contract may result in damages. Damages paid to the unfairly dismissed employee cannot exceed his salary for 6 months including his monthly allowances and any other advantages.

Where the employee has been offering his services to the employer for a period longer

than ten years, damages may be doubled.

Article 27:

The dismissal or an employment contract termination for an employee who has completed at least one year period in the company entails the employer to a notice allowance to the dismissed.

The retreated employee is lawfully entitled to have his/her accompanying allowance. The modalities to obtain the notice and accompanying allowances and their period are determined by a decree issued by the Minister having labour in his/her attributions.

Article 28:

When an employee who has unfairly broken his/her contract of employment refers his/her services, the new employer is jointly liable for damages caused to the previous employer, when it is proved that:

(a) he/she took part in the laying off;

(b) he/she has hired an employee whom he/she already knew was bound by a contract of employment;

(c) he/she has kept on employing an employee after he/she has learnt that the latter is bound to another employer by a contract of employment which has not yet come to expiry.

Article 29:

When the employer plans to dismiss more than one employee, for economic reasons, he/she must inform, before implementing his/her decision, the staff's delegates about the causes of projected dismissals, retained criteria, as well as the date of dismissal and consult with them as regards measures that could be taken to prevent or limit the projected dismissals.
The company's employee dismissals' order is set up taking into account the professional qualification, the seniority in the establishment and the family charges.

He/she forwards for information the minutes of such a meeting together with the list of

the staff whose dismissal is sought, the date and the detailed proofs of the planned measure, to the Minister having labour in his/her attributions fifteen days following consultation with the staff's delegates.

Article 30:

When the employee's contract of employment expires for any reason, his/her employer immediately gives him/her a certificate showing exclusively the period and which kind of work he/she has been carrying out in the establishment.
The certificate is given to the employee along with his/her final discount.

Every employer who deliberately refuses to provide his/her ancient employee the certificate must compensate it with a sum not exceeding the employee's monthly salary times six.

CHAPTER II: APPRENTICESHIP CONTRACT

Section one: The nature and the form for the apprenticeship contract

Article 31:

An apprenticeship contract is a contract by which a head of an establishment commits himself/herself to employ a young employee and teach him/her or make him be taught, methodically, a profession for a preliminarily fixed period, during which the apprentice commits himself / herself to work at his/her employer's service and to comply with instructions which will be given to him/her and carry out the duties that will be assigned to him/her in his /her apprenticeship.

Article 32:

An apprenticeship contract must be written. It is compulsorily written in a language understood by the apprentice. It must be stamped with a visa from the Ministry having labour in its attributions; the contract is exempted from all stamp and registration duties. The services from an employee holding an apprenticeship contract not submitted to that

formality are considered as having been performed so as to carry out a contract of employment.

Article 33:

Stamping an apprenticeship contract may be refused or withdrawn whenever conditions fixed by laws are not met.

Article 34:

When the profession for which the apprentice is designed requires particular physical or psychological abilities, these must be clearly specified and be the subject for an appropriate test.

Article 35:

An apprenticeship contract is drawn taking into account the profession's uses and customs. It particularly includes:

a) names, date of birth, the employer's profession, and his/her place of residence and corporate name of the enterprise;
b) the apprentice's names, date of birth and place of residence;
c) names, profession and place of residence of the apprentice's parents, or his/her guardian or person authorised by the parents or, by a judicial authority and their place of residence;
d) date and duration of the contract; this being fixed according to the profession's uses, can not exceed four years;
e) conditions of pay, food and accommodation for the apprentice;
f) indication of the profession that will be taught to the apprentice, eventually the indication of professional courses which the head of establishment commits himself/herself to make the apprentice attend, either within the establishment or outside.

Section 2: Apprenticeship contract conditions

Article 36:

No employer can receive apprentices if he/she is not at least twenty-one years old.

Article 37:

No master, if he/she is not living in a family or a community, can provide accommodation within his/her personal place of residence or his workshop, for young apprentice.

Article 38:

Except with authorisation from the Ministry having labour in its attributions, no individual who has been sentenced, either for a crime or an offence against customs, or to a penalty of at least a six (6) months imprisonment without suspended sentence, will receive apprentice.

Section 3: Master's and apprentice's obligations

Article 39:

To have and train an apprentice, the employer must himself/herself be qualified to give an appropriate training, or be in a position to make this training be given by another person who is at his/her service and has the required qualities.

In addition, the establishment must meet necessary conditions to carry out, through a progressive and complete training, the apprentice’s appropriate preparation to the profession he/she is preparing himself/herself to. These conditions are to be fixed by a decree from the Minister having labour in his/her attributions.

Article 40:

The apprenticeship master only employ the apprentice within the limit of the latter’s forces and for works and services which are related to his/her professional duties.

He/she will warn promptly the apprentice’s parents or their representatives in case of

disease, absence or any fact likely to require their intervention.

Article 41:

The apprenticeship master must treat the apprentice as a good parent and secure for him/her, where possible, the best conditions of food and accommodation.

Where the apprentice cannot read, write and count, the master must grant him/her the required time and freedom for his/her instruction. That time is devolved to the apprentice following an agreement carried out between both parties.

Article 42:

The master must teach the apprentice, progressively and fully, a profession or other special occupation making up the subject of the apprenticeship control.

He/she will issue to him/her, at the end of his/her apprenticeship, a certificate ascertaining that the contract was effectively carried out.

Article 43:

The apprentice owes his/her master, within the framework of apprenticeship, obedience and respect. He/she must help him/her through his/her work within the limit of his/her abilities and forces.

To the duration of apprenticeship is to be added the number of sick or authorised absence leaves when exceeding fifteen days per year.

Article 44:

After six (6) months of apprenticeship, the apprentice gets half of his/her minimum wage;

Whereas after twelve months of apprenticeship he/she is given the total of the minimum wage.

Section 4: Termination and Cancellation of Apprenticeship Contract

Article 45:

An apprenticeship contract may not terminate before the period set by the contract expires, except upon justifiable reasons or agreement from both parties. However, the first six (6) months of apprenticeship are regarded as a probation period during which contract may be terminated upon the will of either party.

Article 46:

Termination or cancellation of an apprenticeship contract intervenes lawfully within the following cases:

(a) death of the master or the apprentice;

(b) conviction of the master to one of the sentences provided for in article 38 of this Law;

(c) employment by either of the parties as a result of patriotic commitment or due to circumstances independent to their will.

(d) in case it is established that the apprentice is a minor.

Article 47:

The apprenticeship contract may be cancelled at the instance of either party in the event of:

(a) either party contravenes the terms of the contract or to provisions of this law relating to apprentices' working conditions;

(b) either party shows misconduct;

(c) either party commit serious crime;

(d) sale of the found or winding up of enterprise by the master;

(e) disclosure by the apprentice of a professional confidentiality;

(f) disease leading to impossibility to carry on with apprenticeship for a period longer than 6 months.

Article 48:

Any breach of an apprenticeship contract differing from those provided for in articles 45, 46 and 47 of this law gives right to damages not exceeding the integrated minimum wage times six.

Article 49:

Hiring, as workers or employees, people bound to an apprenticeship contract is liable to a compensation allowance to benefit the master of the deserted institution.

Any new apprenticeship contract signed without obligations of the previous contract being fully fulfilled or without being legally cancelled, is null and void.

Section 5: Control Measures for Apprenticeship contract

Article 50:

An apprenticeship file is opened by the master for each apprentice. It mentions the apprentice's progress in the course of training, it must be updated and presented to the Government labour Inspector upon request. It also mentions the date on which the contract was signed and the date of its termination.

When the contract period expires, it is compulsory to hand over to the apprentice the original of the above file.

Article 51:

The Government Labour Inspector is responsible for controlling the apprenticeship contract implementation. She/he may choose a technician to assist him/her in controlling

training given to the apprentice. The Government Inspector within whose competence falls the apprenticeship contract should be informed of its cessation.

Article 52:

An apprentice whose apprenticeship period has expired takes an exam before a jury whose members are appointed by decree of the Minister having Labour in his/her attributions. A professional training certificate is awarded to the apprentice who has passed the exams.

Qualifications required for professional exams are determined uniformly for the same profession by a ministerial decree. Certificates awarded subsequently to those exams are approved by the Minister having Labour in his/her attributions.

Title III: working conditions

CHAPTER ONE: THE PARTIES' OBLIGATIONS

Article 53:

The employer has notably the following obligations:

a) to give to the employee the agreed work and this, under those conditions, at the time and place as agreed;
b) to ensure the responsibility of implementing the work contract signed by any other person acting on his/her behalf;
c) to supervise the employee and see if that the work is done in suitable conditions, as far as security as well as health and dignity of the employee are concerned;
d) to pay the employee the agreed remuneration regularly and in due time;
e) to avoid whatever may hamper the company's functioning, its employees and the environment.

Article 54:

The employee has notably the following obligations:

a) to personally carry out his/her work or service in the time, place and conditions as agreed upon;
b) to respect the employer's or his/her deputies' orders when given so as to have the work done;
c) to abstain from all that might threaten his/her security or that of his/her companions or third party, or prejudice his/her and other employees' dignity;
d) to respect rules prescribed by the establishment, its branch or the place where he/she is to do his/her work;
e) to give back in good order to the employer, tools and remaining raw materials that have been given him/her.

CHAPTER II: EMPLOYMENT'S DURATION

Article 55:

In all companies, the legal employment's duration can not exceed 40 hours per week.

All hours worked beyond that length of time are to be considered as overtime and are increased by such rates as fixed by a decree of the Minister having Labour in his/her attributions.

Article 56:

Through decrees the Minister having the Labour in his/her attributions determine for each branch of activity and each professional category if need be:

a) the total number of overtime hours that may be effected within a week, and their authorised equivalencies;
b) exceptions to the due time that may be authorised:

(i) permanently : for essentially intermittent tasks, in some exceptional cases that public interest imposes; for tasks that, for technical reasons, must necessarily be done beyond the limits assigned to work in general;

(ii) Temporarily: in case of an accident that has occurred or that is imminent, urgent tasks to be done on machines and on other tools; in cases of circumstances outside one's control; in order to absorb a workload increase due

to time lost following motive power's shortage, to bad weather, to materials' and means of transportation's shortages or to disasters in case of an event that threatens the country's security;
(iii) periodically: for the drawing up of annual inventories and balance sheets or for specified activities with a seasonal character.

Article 57:

The timetable for daily work and rest is fixed in each company. Overtime hours worked in virtue of Article 55 of this law must be written in a register the model of which is determined by a Decree of the Minister having Labour in his/her attributions.

Article 58:

The weekly rest is necessary for all employees as provided for in Article 2 of this law. It is at least of twenty four (24) consecutive hours per week. It takes place on Sundays in principle. It must be, whenever possible, granted at the same time to all the staff in every company.

Article 59:

Every employer is requested to publish by means of displays visibly exposed in the company's premises, in places reserved for that purpose, collective rest days and hours and if the weekly rest is not collectively authorised for the whole staff, the names of the employees assigned to a particular rest regime and the indication of that regime.

CHAPTER III: NIGHT WORK

Article 60:

Hours during which work is considered as night work are comprised between seven o'clock in the evening and five o'clock in the morning.

Article 61:

It is forbidden to employ on night work children under 16 years of age.

Article 62:

A decree of the Minister having Labour in his/her attributions determines the conditions and employment categories in which pregnant women or women with breastfeeding babies cannot be employed during the night.

CHAPTER IV: CHILD'S EMPLOYMENT

Article 63:

Rest between two working periods for a child under 16 years of age has a minimal twelve consecutive hours' duration.

Article 64:

A decree of the Minister having Labour in his/her attributions determines the nature of the tasks and the categories of companies that are not allowed to employ a child.

Article 65:

Less than sixteen years old child is not allowed to contract for employment in any company, even for apprenticeship, except by exception enacted by the Minister having Labour in his/her attributions after taking into account particular circumstances.

These exceptions may be granted only to children aged between fourteen and sixteen years for light tasks as long as these are not likely to prejudice their health, studies and their participation to orientation and additional training programmes.
Less than sixteen years old children can not be employed for night, tasks that are unhealthy, hard, noxious or dangerous for their health and training. The list of these tasks is established by an order of the Minister having Labour in his/her attributions.

Article 66:

The Labour Inspector may request that children be examined by a registered doctor, in order to verify if the task they are responsible for does not require excessive force and is not harmful to their health. Such a request becomes mandatory when made by those concerned.
Such an underage child can not be kept on a job recognised as beyond its physical capacities or harmful to its health but be offered a suitable task. When it is not possible, the employment contract is terminated and a notice allowance is paid to him/her.

Less than sixteen years old child is recruited for activities determined by a Decree of the Minister having Labour in his/her attributions, only when he/she is recognised by a registered doctor as well suited for the task he/she will carry out.

CHAPTER V: PREGNANT AND BREASTFEEDING WOMAN'S EMPLOYMENT

Article 67:

A Decree of the Minister having labour in his/her attributions determines working conditions for a pregnant woman or a woman having a breastfeeding baby and particularly specify the nature of tasks that are forbidden to them.

A pregnant woman or a woman with a breastfeeding baby cannot be forced to continue to carry out tasks requiring excessive force or that are dangerous or inconvenient for their condition and health.

Article 68:

For delivery purposes, a salaried woman, has the right to suspend her work during twelve consecutive weeks, of which two are obligatory before the presumed date of delivery and six weeks obligatory after delivery.

The employer should not give to a salaried woman a notice of termination, which is included in her delivery leave.

A salaried woman is entitled, during suspension of her contract, at the employer's expense, until the setting up of a social security regime, to two thirds of her usual salary. She continues to benefit from all allowances in kind and from all other advantages related to her contract of employment.

Article 69:

During a fifteen month period starting from the birth of her child, every salaried woman is entitled to two rest periods of half an hour per day, to allow her to breastfeed.

Article 70:

In case a woman is absent from work following provisions of Article 68, and stays away for a longer period following an illness certified by a doctor as resulting from pregnancy or delivery and which causes her to be unable to resume work, her employer can not terminate their contract before the expiry of a six month period.

CHAPTER VI: LEAVES AND HOLIDAYS

Section 1: Paid leave and holidays

Article 71:

Except for more favourable provisions from collective conventions between employer and employee or individual employment contract, every worker is entitled to a paid leave at the employer's expenses, on the basis of one and a half working days per month of effective continued service. Official holidays are not considered as part of the annual paid leave.

When the number of leave days is not a whole number, the duration of the leave is rounded up to the immediately superior whole number. In positions where work is not regularly distributed all over the year, the service continuity condition is considered as satisfied whenever the employee has effected on average twenty one days' work per month.

The duration so fixed is to be increased according to the length of service in the company, on the basis of one working day per three years of service.

Less than sixteen years' old employee is entitled to a two working days' leave per month of continued work.

Absences enumerated in points a), b) and c) of Article 17 of this law are not to be deducted in the computation of accrued leave's duration.

Article 72:

Any employee who has completed a one year effective service duration, has the right to an annual leave.

In case of contract breach or expire before the employee has been entitled to his/her leave, a compensation indemnity to be calculated on the basis of rights due by virtue of Article 71 of this law is granted in lieu of leave.

Article 73:

The paid annual leave's breakdown is authorized only when both parties so convene.

Article 74:

The employer can not prevent the employee from going to the place of his/her choice to enjoy his/her leave there.

Article 75:

The leave period can not be delayed or anticipated, by the employer for more than a three month period.

When employee and employer so convene, the leave period may be postponed.

Article 76:

The employer must pay the employee, during his/her leave period, an allocation equal to the average of salaries, bonuses, advantages of any kind received by the employee for the last twelve months before his going on leave, excluding allowances for expenses' reimbursement; and that salary can not in any case be inferior to the employee's activity salary.

This allocation is to be paid to the employee before his/her departure for leave.

Article 77:

Official holidays are fixed by presidential decree.
For all official holidays the employees benefit from their entire salary.

Article 78:

Absences caused by an obligation imposed by law or as authorised by the Minister having Labour in his/her attributions are to be paid for.

Section 2: Incidental leaves

Article 79:

A Decree issued by the Minister having Labour in his/her attributions determines those events that entitle to granting incidental special leaves.

Granting incidental leaves is to coincide with the events that motivate them. Incidental leave cannot be divided up and can not be deducted neither from the paid annual leave.

Special leaves are deducted from annual leave days when they have not been compensated for or when the employee has not worked in payment for his/her leave days.

Article 80:

In case an incidental leave becomes effective at the same time as another legal leave, the incidental leave suspends the legal one, which continues immediately after the last day of the incidental leave's period.

Section 3: Leaves for professional training and up-grading

Article 81:

Any employee who is authorized by his/her employer to take part into a professional training or upgrading course is rightly entitled to his/her full salary and allowances for the course of training. A Decree by the Minister having labour in his/her attributions determines the time limit for paid professional training.

TITLE IV: SALARY

CHAPTER ON: FIXING THE SALARY

Article 82:

Salary is the price for the work done. Unless agreed upon between the parties concerned, no salary is to be paid in the event of absence at work, outside such cases as provided for by this law and its implementation decrees and orders.

Article 83:

The interprofessional minimum wage is determined by a Decree issued by the Minister having Labour in his/her attributions after consultation with the employees and employers associations.

Article 84:

For equal working conditions, professional qualification and cost effectiveness, the salary is equal for all employees regulated by this law whatever be their origin, sex or age.

Article 85:

When an employee is, by professional obligation, compelled to make an occasional and temporary travel outside his/her usual workplace, he/she shall have right to payment of transport, per diem and accommodation fees. The amount of those fees is determined by a decree of the Minister having labour in his/her attributions after consulting the employees and employers' associations.

Article 86:

Salary minimum rates as well as payment conditions for task or piece work, must be displayed in the employers' offices and at the premises where employees get paid.

Article 87:

Where service remuneration is made in whole or part of commissions, allowances or various benefits or representative allowances of these benefits, as longer as the latter are not refundable fees, the monthly average of these factors are taken into account in calculating payment for the period of paid leave, notice allowance and damages. However, this computation is done over a period of twelve months preceding cancellation of the employment contract.

CHAPTER II: SALARY PAYMENT

Section one: Salary payment modality

Article 88:

Salary is paid in all instances as follows:

a) Every day for any worker recruited on a one-hour or one-day basis for short time employment;
b) Every week or every fortnight when the two parties have so convened; and
c) Every month for workers recruited on a one-month basis.

Article 89:

Salary is directly paid to the worker, except when the latter accepts another procedure.

An underage worker validly acknowledges receipt from his/her employer except in the case of explicit and justified opposition by the family representative.

The worker who is absent on pay day may be paid his/her salary during normal working hours at any working day thereafter.

Article 90:

Except where other procedures are agreed upon, salary payment is done at the workplace.

In no case will it take place in a store or in a leisure place, except for workers who normally work there; or on the day where the worker is entitled to his/her rest.

Article 91:

For work per unit or piece-work, payment dates are determined on mutual agreement. However the integral payment takes place during the week following the delivery of the piece of work.

Commissions made on commercial output per term are paid within three (3) months following the term.

Profit share must be paid within a period of the first six (6) months of the year following that term period.

Article 92:

The employer can in no case restrict in any possible way the worker’s freedom to use his/her salary as he/she likes. Particularly, where the enterprise possesses staff discount stores where goods are sold to workers or stations where services are provided to them. No constraint, of any kind, exercised on workers so as to make them use these stores or

stations, is hereby forbidden.

Article 93:

Salary is exclusively paid in the currency having legal tender.

Article 94:

Payment of the whole or part of the salary in kind is hereby forbidden.

The traditional mutual assistance practices such as "Ubudehe", "Ubwubatsi" and "Gushaka amarariro" are not concerned with this law.

Article 95:

When the work contract expires, the salary and all related allowances have to be paid as soon as the work ends.

Article 96:

Payment of the salary must be proved by a document established by the employer and signed by every employee concerned or where the latter is illiterate, bearing his/her fingerprint or signed for by two witnesses.

These documents are to be kept by the employer at the company’s headquarters and be immediately presented at every Labour Inspector’s request. A decree by the Minister having labour in his/her attributions determines the model for such a document.

All writings by an employee, such as " I have been given all my due salary and allowances" or any other equivalent mention do not impede him/her from having recourse to justice for unpaid salary or allowances he/she is entitled to following his/her employment contract while he/she was in service or after service.

Article 97:

In case of an employee contests payment of the salary, and when the employer is not in a position to show the document mentioned in Article 96, duly signed, or the duplicate of the pay slip, the employer must pay the employee.

Section 2: On the guarantee of salary payment

Article 98:

Employee's salary has a special supremacy character over other debt to be paid. Employee’s salary are to be paid before any other debt that employer may owe other persons.

Article 99:

In case of bankruptcy or legal liquidation of the company, any worker employed in that company has right to payment before any other debt settlement even when such debt is owed to Government. He/she is paid the salary owed for services supplied before bankruptcy or legal liquidation. He/she enjoys such right on movable and immovable properties.

Article 100:

An employer must pay his employee the whole salary he is entitled to in accordance with Article 99 of this law and within fifteen days following the ruling approving the bankruptcy or liquidation of the establishment.

The employee’s due salary must be paid as soon as funds are available even in the event of other privileged debt.

Where salary is paid through an advance made by the curator of a bankrupt employer or by any other person, the lender has the same right as the rights of the workers and is to be reimbursed as soon as the required funds are available with no other creditor being allowed to make opposition.

Article 101:

In order to establish the amount of salary with a view to applying provisions of this Law, not only the basic salary and wages but also all the accessories of the said salary and wages are considered and eventually, the allowances for notice of dismissal or of leave.

Section 3: On Prescription in a salary payment suit

Article 102:

Prescription in a salary payment suit expires after five years. Prescription is effective as from the date at which the salary is due. It is suspended in case of account closing off, when both parties agree upon the salary being a debt, where the employee's case is still waiting for trial or where the Labour Inspectorate has not yet settled the dispute.

CHAPTER III: ON SALARY DEDUCTIONS

Article 103:

No salary can be seized by the employer.

The employer is forbidden to inflict fines.

The only penalty based on the employer's disciplinary power that might cause deprivation of salary is suspension, but the worker receives his/her salary for the time he had worked. Suspension is applicable only under the following conditions:

a) to be of a maximal eight days' duration and be fixed at the very time of its being pronounced;
b) to be notified to the worker in writing with indication of the motives for which it was inflicted;
c) a suspension notification copy is to be sent to the Labour Inspectorate of that area within a maximal forty-eight hours' time following that suspension.

Article 104:

Except in cases of regulatory and compulsory deductions and of deposits stipulated where necessary by collective conventions or by contracts, no salary deductions are to be made unless by attachment or voluntary transfer made in writing before the chairperson of the competent court or Labour Inspector of the area, or in their absence, before the area administration authority.

Article 105:

Advance refund as agreed upon with the employer are reimbursed within the limits of the portion of the salary that is transferable by the employee. That portion is determined in a decree issued by the Minister having Labour in his/her attributions.

Article 106:

For the computation of deductions, not only the basic salary is to be considered but also all the salary's accessories, save allowances declared as non attachable by regulations in force, including amounts paid to the employee's expenses made at work.

Article 107:

The amounts deducted from the salary of a worker contrary to the provisions of preceding articles of this law bear interest for his/her benefit at the legal rate as determined by the Central Bank from the date at which he/she should has been paid, and may be claimed by him/her full prescription of salary; which prescription runs as from contract cancellation.

CHAPTER IV: ON STAFF DISCOUNT STORES

Article 108:

A staff discount store is an organisation whereby an employer either directly or indirectly sells goods or supplies services to people working in his/her enterprise for their needs.

Article 109:

Before its opening, a staff discount store has in the first instance to be declared to the area labour inspectorate.

Conditions for a staff discount store to be approved are the following:

a) the workers are not obliged to do their shopping there;
b) the prices of goods sold there are to be readably displayed and communicated to the labour inspector;
c) no alcoholic drink or spirit is to be sold there during office hours.

Any other trade set up within the company premises is to be regulated by provisions of this Article.

Article 110:

The functioning of a staff discount store is to be checked by the Labour Inspector who, in case of obvious abuse, may order its closure for a one-month maximal duration.

The Minister having Labour in his/her attributions can order the temporary or definite closure of a staff discount store, following the Labour Inspector's report after hearing staff's delegates and the employer.

TITLE V: COLLECTIVE CONVENTIONS, COLLECTIVE AGREEMENTS AND INTERNAL RULES

CHAPTER ONE: COLLECTIVE CONVENTION

Section one: Nature of a collective convention

Article 111:

A labour collective convention is a written agreement relating to employment and working conditions concluded between, on one hand, an employer or a group of employers or one or several employers' professional organisations, and on the other hand, by one or

several employees' representative trade-unions, or in absence of such organisations, representatives of employees concerned and duly elected by the latter within conditions set for the election of workers' delegates.

Article 112:

This agreement is negotiated within a joint commission and at the request of one of the concerned employers' or employees' organisations.
This commission is made up of an equal number of employers' and employees' organisations' representatives. Representatives of the Ministry having labour in its attributions take part in the proceedings in a consultative capacity.
Operating rules for such a commission is determined by internal rules and regulations to be worked out and adopted by the two parties.

Article 113:

A collective convention may include provisions that are more favourable for employee than those of laws and regulations in force. However, it may not infringe on the provisions of a public nature.

Employer and employee bound by a collective agreement can not agree, by way of contracts of employment upon contrary or less favourable provisions than those of the collective convention.

Should such provisions be included in some contracts of employment, even concluded before the agreement came into effect, they must automatically be replaced by corresponding provisions of the collective convention. Contractual provisions that are more favourable for the employee remain granted.

Article 114:

Representatives of trade unions or professional organisations or any other professional grouping referred to under Articles 142 and 143 of this Law shall contract on behalf of the organisation they represent in accordance with either statutory provisions of that organisation or a special decision of that organisation or with special and written mandates given by two thirds (2/3) of that organisation's members.

To be valid, the collective agreement must be ratified by an extraordinary meeting of the

organisation convened to this effect. Any professional organisation or any employer that is not signatory of this convention may later on sign it according to the procedure defined by the collective convention itself.

When employees from departments of public firms and institutions are not subject to a legislative or special regulatory statute, a collective convention may be concluded in accordance with the provisions of this law.

Article 115:

A collective convention determine its sphere of activity and the period during which it is to be applied. It may affect various professions of comparable conditions. A collective convention is concluded only for a fixed period. This period does not exceed five years. Provisions of the convention should necessarily provide for modalities of its renewal or review and notably the duration and forms of an advance notice before the convention expires.

Collective conventions should allow for an appropriate procedure to settle disagreements arising from their implementation.

Article 116:

Collective conventions should be written in the official languages of the Republic of Rwanda so as to avoid nullity.

Collective conventions, as well as their subsequent modifications, are filed, registered and published within conditions determined by a Decree of the Minister having Labour in his/her attributions.

Article 117:

All those who have personally signed the collective convention or who joined its member organisations, as well as all those who, at any time, join these organisations, are subject to the duties and obligations of that collective convention.

Section 2: Extension of collective conventions

Article 118:

Upon request by one of the concerned employees' or employers' professional organisations, taken as the most representative, or upon his/her own initiative, the Minister having labour in his/her attributions may bind by all or some of the provisions of a collective convention, all employers and employees included in the convention's professional and territorial area of concern.

Article 119:

The representative nature of a professional organisation is determined, for a five year period, by the Minister having labour in his/her attributions, after taking into account the following elements for consideration:

a) independence of the organisation: No representatives of the workers' organisation when created, dominated or financed by an employer or his/her representative should ever be recognised. In any case, the professional organisation has to be apolitical.
b) the number of the members of the professional organisation to be assessed according to the regularity of their contributions: Any organisation seeking recognition of its representativeness allows the Administration to get informed about its lists of members and accounting books.
c) votes from the elections of representatives of workers or employers.

Article 120:

Extension of a collective agreement is subject to the following conditions:

a) the collective convention must already be directed to a sufficient number of employees or employers who are the most representative of the professional category concerned;
b) the collective convention must necessarily include provisions concerning the following:
    i) free exercise of the trade union's right and the employee's freedom of opinion;

ii) definition of professional categories;
iii) salary that applies per professional category, implementation modalities, and overtime payment rates, duration of both the probation period and advance notice;
iv) workers' delegates;
v) paid leaves, seniority allowances, transport allowances;
vi) conditions of review, modify cancelling of the whole or part of the convention.

c) The collective convention may also contain:

i) amount and modes of fixing assiduity allowances, allowances for professional and other comparable fees, basket allowances, increments for hard, dangerous or unhealthy works;
ii) conditions of hiring and dismissing the employee;
iii) where necessary, organising and operating professional training apprenticeship within the framework of a given activity branch;
iv) conditions of part time employment and payment for certain categories of workers;
v) organising, managing and financing social and medico-social services;
vi) setting certain special working conditions, working in shifts, working on week ends rest and on public holidays;
vii) contractual arbitration procedures according to which the Labour collective disputes likely to arise between employees and employers bound to the convention must be settled.

Article 121:

Once made compulsory, the collective convention must apply to any employee and employer comprised within its implementation field in accordance with the period and procedure provided for in the contract. In particular, it also applies to every employee and in public departments, firms and institutions which, on the grounds of their nature or activity, fall within its implementation field.

However, the Minister having labour in his/her attributions may, at the instance of the parties concerned or at his/her own initiative, issue an order so as to put an end to the extension of the collective convention, or to some of its provisions.

Article 122:

A Decree of the Minister having labour in his/her attributions may, for lack of or while waiting for a collective convention to be established, regulate working conditions for a specified profession.

CHAPTER II: INSTITUTIONS' COLLECTIVE AGREEMENTS

Article 123:

Agreements concerning one or several institutions may be concluded between one or several employers on the one hand and, representatives of the workers' most representative trade-unions on the other hand, or, failing these, representatives of workers' delegates.

The aim of such institutions' agreements is to adapt provisions of collective conventions to the special conditions of the institution(s).

They may allow for new provisions and more favourable clauses for employees.
In absence of a collective convention, institutions' agreements may only relate to fixing salaries and salary accessories.

Institutions' agreements are subject to the same procedures as those included in the provisions of collective conventions.

Article 124:

A Decree of the Minister having Labour in his/her attributions determines conditions under which collective agreements concerning one or several specific Institutions may be concluded in order to adapt their specific conditions to the collective conventions.

CHAPTER III: IMPLEMENTATION OF A COLLECTIVE CONVENTION AND INSTITUTIONS' COLLECTIVE AGREEMENTS

Article 125:

Professional organisations or individuals bound by a collective convention or an institution's collective agreement are required not to do anything likely to endanger its fair implementation. They may, in their own name, start proceedings for damages against any organisation or any person bound to the convention or the agreement which might infringe, on the side of those professional organisations, their contractual obligations.

Article 126:

Trade-unions or any other professional organisations that are able to petition the Court and bound to a collective convention or an institution's agreement, may exercise all actions arising from that convention or agreement in favour of their members without having to prove that they are authorised by the concerned member(s) provided the latter is (are) informed and has (have) not declared any intention or will to oppose this.

When an action initiated from a collective convention or agreement is taken either by a person, or by a professional organisation, every grouping enabled by Law to petition the Court, and whose members are bound by the convention or agreement, may still join in the legal proceedings taken in the collective interest that the resolution of the dispute may have for its members.

Article 127:

Every employer bound by a collective convention or an institution's collective agreement, must take appropriate measures to inform his employees about the texts of the convention or agreement to be concerned applied in his/her firm.

CHAPTER IV: INTERNAL RULES AND REGULATIONS

Article 128:

Internal rules and regulations are required by law in each firm with more than ten employees. These rules and regulations are written in Kinyarwanda and in one of other official languages.

In firms with several branches, ad hoc rules and regulations may be made for each

branch.

Article 129:

Internal regulations are established after consultation with the employee's delegates by the firm manager. Its content exclusively limits itself to rules relating to technical organisation of work, discipline, provisions concerning health and security at work and salary payment modalities.

Article 130:

The firm manager must submit to the competent Labour Inspector the draft internal rules and regulations.

Within a month period, the Labour Inspector approves it or informs the firm manager of his/her opinion, requesting, where necessary, to withdraw or to modify those provisions found to be contrary to the laws, regulations and to collective conventions being in force.

Article 131:

Internal rules and regulations of employees come into force after their approval by the Labour Inspector or after one month of the lack of comments by the Labour Inspector.

They are to be communicated to the employees' delegates and displayed within all workers' hiring premises and in workplaces, in a suitable and easily accessible place. It should be consistently kept in good legibility condition.

TITLE VI: ON HEALTH AND SAFETY AT WORK

Article 132:

Working premises must be kept in a permanent state of cleanliness and to satisfy security and health conditions necessary for the staff's good health; they must be so

arranged as to guarantee the workers' safety.

The employer is to educate his/her workers on health and safety and to post in the work premises those safety and health instructions to comply with, in relation to health and safety.

Article 133:

The employer is bound to put at the workers' disposal all necessary and appropriate protection equipments and to look after their correct use. He/she must keep informed of all risks related to technical progress and organise security accordingly through preventive measures.

Workers are bound to respect health and safety instructions provided for by the internal rules and regulations as well as the necessary protection equipments and to care for their correct use.

Article 134:

It is forbidden to import, display, sell, lease out, give away under any circumstances or to use appliances, machines and parts of machines which are not manufactured, set, operated or protected in conditions ensuring the workers' health and safety.

Without prejudice to regulatory and legal provisions relating to dangerous, insanitary and uncomfortable premises, safety is to be integrated in all places where building, partitioning or hiring of premises meant to serve as work places including commercial, handicraft and office premises.
A prior statement, together with plans are to be sent to the Ministry having health in its attributions and the Ministry having safety at work in its attributions, before beginning any works for purpose of construction, conversion or extension, for approval and checking their conformity with the instructions being in force.

Article 135:

General and particular conditions of health and of safety in working places are determined by a Decree of the Minister having Labour in his/her attributions.

Article 136:

A Decree of the Minister having Labour in his/her attributions determines those institutions in which are set up committees for health and labour safety.

Article 137:

The employer must declare to the social security organ and to the Labour Inspection of his/her jurisdiction, within forty-eight hours, every work accident or every professional disease found.

The statement may be made by the worker or his/her beneficiaries until the expiry of the second year following the date of the accident.

Any employer who uses working processes likely to cause professional diseases, is to make a statement on it, to the Labour Inspector and, to the social security organ, before beginning works.

Article 138:

Any company or institution, depending on its size, can offer health or medical services to its workers.

The employer must transfer to his/her nearest medical centre, all wounded or, ill persons not likely to be treated with his available services.

TITLE VII: DISABLEMENT AND PROFESSIONAL REDEPLOYMENT

CHAPTER ONE: DISABLEMENT WITH A PROFESSIONAL ORIGIN

Article 139:

Is to be considered as a handicapped person in order to benefit from provisions of this

chapter, every person whose possibilities to acquire or to preserve an employment were actually reduced following an insufficiency or a decrease of his/her capacities. The quality of « handicapped worker » is to be certified by a medical commission which, thereafter, gives its advice on the professional orientation of the worker and decides on measures to apply for an easy redeployment.

CHAPTER II: PROFESSIONAL REDEPLOYMENT

Article 140:

Every employer must make efforts to redeploy within his/her company any worker who met with an industrial accident causing a reduction of capacity and making him professionally unfit for his employment by assigning him/her to a post corresponding to his/her aptitudes and capacities.

The employer should inform the concerned jurisdiction Labour Inspector of the redeployment or dismissal of the worker disabled by industrial accident.

Where the employer has no permanent work for redeployment of the disabled worker, his/her dismissal shall be communicated the Labour Inspector of his/her jurisdiction.

CHAPTER III: TRAINING PEOPLE DISABLED BY WORK

Article 141:

For the purpose of this law, the terms « professional training » mean training activities taught in any centre or school. Professional trainings required by workers shall be based on the needs of the institution in which they work.

TITLE VIII: EMPLOYERS' AND EMPLOYEES' PROFESSIONAL ORGANIZATIONS

Chapter ONE: DEFINITION AND ESTABLISHMENT

Article 142:

An organisation of employees referred to as Trade Union or that of employers which is referred to as a professional organisation is any group of employers or employees exercising one and same profession, similar occupations or related professions and which seeks only to cater for and defend their economic and social interests.

Employees or employers may set up freely and without prior authorisation a professional organisation. They are also free to join any professional organisation of their choice.

Article 143:

Trade Union or employers' professional organisations may set up federations or confederations as well as become the latter's affiliated members.

Any Trade Union or professional organisation, federation or confederation may become affiliated to international Trade Union or employers' organisations.

These unions are subject to the same obligations as Trade Union employers' professional organisations and enjoy all the rights conferred to these Trade Unions or organisations by this law.

Article 144:

Without prejudice to provisions of Article 145 of this law, Trade Union or employers' professional organisations must work out their own administrative statutes and rules, elect freely their representatives, organise their management and their activity and formulate their plan of action.

Statutes of every professional organisation, names and qualities of those responsible for its management must be filed by their founder members in accordance with the procedure to be fixed by a decree of the Minister having Labour in his/her attributions.

Modifications to the statutes and changes made within the management of a Trade Union or professional organisations are subject to the same obligations.

Article 145:

Members in charge of managing Trade Union or employers' professional organisation should:

a) enjoy their full civil and political rights;

b) be Rwandans or nationals from any other country who meet conditions required in point a) of this Article.

However, regarding Trade Unions, expatriates may be elected only when they have lived in the country for at least 5 years and their number should not exceed 1/3 of the members of the organisation's steering committee;

c) live and have a fixed residence in Rwanda.

Article 146:

Every member of a Trade Union or employers' organisation may, at any time, withdraw from his/her professional organisation. Employees who leave their job or who give up their profession may stay in the workers' organisation, provided that they have at least exercised that job or profession for one year.

Article 147:

The trade-union or employers' professional organisations cannot be dissolved or suspended by an administrative decision, except upon the will of their members or the decision by a judicial authority.

When dissolution is decided, the property of the organisations is devolved in accordance with the statutes or, failing that, according to laws set up by the General Assembly. This property may in no case be shared out among members.

CHAPTER II: LEGAL CAPACITY OF AN EMPLOYEES' OR EMPLOYERS' ORGANIZATION

Article 148:

Trade Union or employers' professional organisations enjoy their legal status. They have the right to go to court, to plead for their members and to speak for them in order to acquire, without authorisation, freely or in return for payment, movable or immovable property.

Article 149:

Professional organisations or Trade Union may allocate part of their resources to employees' accommodation, acquisition of land for cultivation or physical training ground for the use of their members.

They may set up, run or grant funds to professional welfare of their members.

Trade Unions and professional organisations may conclude agreements with any other professional Associations, companies, establishments or with individuals.

Article 150:

Trade Union may, in conformity with the provisions of the laws in force, organise among its members special mutual aid in normal time and old age.

Any person who withdraws from a professional organisation lawfully remains a member of the special mutual aid and old age fund which were set up and to which he/she gave his/her subscription.

CHAPTER III: EXERCISING THE TRADE-UNION RIGHT

Article 151:

The right to be a member of a trade union is granted to every worker in every enterprise in conformity with rights and freedoms enshrined in the Fundamental Law.

Article 152:

Trade-union section represents employees in their institution or in its branches. Employees elect their basic trade-union committee members in such conditions as set by their trade-union statutes.

The concerned trade-union organisation examines all claims relating to election and eligibility of basic trade-union committee members as well as regularity of operations.

Article 153:

Trade-union committee members have the following mandates:

a) to represent their trade-union before their employer and assist members in their claims;
b) to take part in trade union activities within the firm.

Article 154:

Trade-union committee members are provided with the necessary free time to carry out their representation function and enjoy an annual paid leave for industrial education. Duration and conditions under which it is granted are set by collective conventions or failing these, by the Minister having labour in his/her attributions after consultation with employees' and employers' representatives.

Article 155:

Displaying trade-union communications is freely done on notice boards reserved for this purpose and distinct from those meant for communications from workers' delegates'. A copy of these trade-union communications is to be forwarded to the firm manager before any displaying.

Boards are made available for various trade-union committee's communications following modalities to be set by agreement with the institution's manager.

Trade-union advertising publications and communications may be freely disclosed to workers within their institution at the start and the end of work.

These communications and publications must fit the objectives of the Trade Union as defined in Article 142 of this law.

Article 156:

In institutions or firms employing more than twenty (20) wage-earners, the manager provides trade-union committee members with suitable premises in which to carry out their duties.

Trade-union section members may hold their meeting once a month within the institution following modalities set by agreement with the institution's manager.

Article 157:

Names of trade-union committee members are to be forwarded to the institution's manager. They must be displayed on notice Boards reserved for trade-union communications.

A copy of the communication addressed to the institution's manager is forwarded to the Labour Inspector of the area.

Article 158:

Trade-union committee members shall enjoy the same protection as granted to the workers' delegates as provided for in article 175 of this law.

Article 159:

It is unlawful for the employer to take into account membership of a trade-union or a trade union activity in making decision such as hiring, carrying and sharing out work, professional training, promoting, paying and granting social benefits package, taking disciplinary actions and dismissing employees.

No employer shall deduct, without the employee's formal consent, trade-union subscriptions from his worker's salary.

Employer or his/her representative should not exert any means of pressure for or against any trade-union organisation.

Any measure taken by the employer contrary to provisions of the above paragraphs shall be considered as abusive and shall be cause for damages.

These provisions are legally binding.

TITLE IX: ADMINISTRATIVE ORGANS AND MEANS OF CONTROL

CHAPTER ONE: ADMINISTRATIVE ORGANS

Section one: Labour Directorate

Article 160:

Labour Directorate is an organ of public administration in charge of designing, carrying out and implementing the national policy related to labour.

Section 2: Labour Inspection

Article 161:

The Labour Inspector is in charge of monitoring compliance with the labour code and its implementation, provisions on collective conventions as well as laws relating to social security.

He/she is also in charge of writing minutes of what he/she notices on infringements to provisions of labour laws and regulations and shall inform directly the competent legal authorities. The content of those minutes are considered true until further alterations.

Article 162:

A copy of the minutes is to be notified to the concerned party, within fifteen (15) days following record of the infringement.

A copy of the minutes is to be deposited at the relevant Prosecution concerned jurisdiction office, a second copy sent to the labour department, a third one filed in the charged institution's file.

The Labour Inspector is informed on these minutes' conclusions by the Prosecution Office.

Article 163:

The Labour Inspector, in possession of his/her office's documentary evidence, has authority:

a) to enter freely during working hours any institution subject to the Labour Inspector's control without prior notice to institution manager;

b) to enter any premises he presumes being reasonably subject to the Labour Inspector's control;

c) to initiate any control or investigation considered necessary to ensure that legal provisions are actually observed and particularly:

(i) to question, alone or before witnesses, any employer or the institution's staff on everything relating to the legal provisions' and instructions implementation;

(ii) to ask for books, registers and other documents the content of which is prescribed by the legislation relating to working conditions in order to check their conformity with the law in force. The Labour Inspector is given a copy of all these documents or similar copies have to be written for him/her;

(iii) to order displays on the labour institution notices provided for by the law;

(iv) to take with him/her some of the basic tools of the institution in the presence of the employer or his/her representative for analysis, provided that the employer or his/her representative be informed that these tools have been taken for this purpose.

The expense deriving from this analysis is charged to the company when the suspicion of harmfulness is confirmed, and to the State otherwise;

d) to appeal to competent instances to bring to the Labour inspection office any employer or employee who may refuse the summoning notice by the Labour Inspection.

Article 164:

A Labour Inspector may request the collaboration of technicians and experts duly qualified in all works done in the institution so as to know how they are done, their basic tools and what is done to protect workers' health and to protect them from accidents.

These technicians must observe the professional confidentiality like the Labour Inspector, otherwise they are punished with the same laws like him/her.

This technical assistance is exercised under the supervision of the Labour inspector. The expense resulting from this assistance is to be charged on the Minister having Labour in his/her attributions.

Article 165:

The Labour Inspector must inform of his/her visit the employer or his/her representative, unless he considers that such a notice could be detrimental to the control efficiency.

He/she may request to be accompanied, during his/her visit by one staff delegate of his/her choice within the institution.

Article 166:

In mines and quarries, as well as in premises or sites where works are subject to a control of a technical service, the technicians in charge of this control must make sure that all the facilities depending upon their technical control are set so as to guarantee the workers' safety.
Controlling technician comply with the special laws relating to these works, and has the same authority, when doing them, as that of the Labour Inspector.

He also informs the labour inspector on all employers who have received formal notices.

The Labour Inspector may, at any time, ask to visit, with the technicians referred to in the previous paragraph, mines, quarries, premises and sites subject to a technical control.

In military premises employing a civilian manpower, control for implementing labour laws is carried out by an officer appointed the Army chief of staff who notifies it to the Minister having Labour in his/her attributions, or by an official who is appointed by the Minister having Labour in his/her attributions for this purpose, this following the request of the

Army chief of staff.

Article 167:

The list of those institutions referred to in Article 166 of this law is to be established by a decree of the Minister having Labour in his/her attributions.

Article 168:

A Physician in Charge of Labour Inspector is appointed by the Minister having Labour in his/her attributions after consultation with the Minister having health in his/her attributions.

She/he is in charge of controlling the employer's obligations relating to workers' health, and medical and sanitary equipment of his/her institution. She/he makes a report to the Labour Inspector of the concerned jurisdiction.

The health Inspector can issue warning notices and write minutes relating to non-observation of the health prescriptions and health medical equipment and she/he informs the Labour Inspector of the concerned jurisdiction.

Article 169:

When there are dangerous working conditions for the workers' health and safety which are not included in the Decree provided for in Article 135 of this law, the employer is warned by the Labour Inspector or by the Physician to remedy to it in the forms and conditions specified in Article 171 of this law.

In case of protest by the employer, the litigation is submitted to the Minister having Labour in his/her attributions.

Article 170:

When circumstances require that immediate measures be taken to make the appliances and premises conform to regulations and laws provisions in force, the Labour Inspector is empowered to serve the necessary notices comprising the immediate closing of

premises, facilities, tools, equipment or appliances incriminated, and within a determined period, and ordering to carry out the required modifications and in specified period on the facilities or premises or appliances. These notices are binding. However, their effect can only be suspended by a decision of the Minister having Labour in his/her attributions.

The procedures and the periods within which is issued warning notice determined by the Decree of the Minister having Labour in his/her attributions.

Article 171:

A warning notice must be made in writing, either on the employer's register, or by a registered letter with acknowledgement receipt.
It is dated and signed, it clearly lists infringements or dangers noticed in the institution and fixes the delay within which the employer shall have set them right. This delay is reasonably given in accordance with the situation and cannot be less than four days, except in case of instant emergency.

Article 172:

The Labour Inspector shall have no direct or indirect material interest, in the institutions placed under his control.

Article 173:

The Labour Directorate's Head of department may, at any time, exercise the powers and mandates assigned to Labour Inspector by this law and its implementation Decrees.

CHAPTER II: workers' delegates

Article 174:

Workers' delegates are elected among the workers of the institution. They have for mission:

a) to present to the employer all individual and collective claims, relating to working conditions and workers' protection, implementation of collective conventions, professional classifications and wages rates;
b) to inform the Labour Inspector on all complaints or claims relating to implementation of regulatory or legal provisions of which he/she is in charge of ensuring the control;
c) to look after the implementation of provisions relating to the health and safety of the worker and to propose all necessary measures on this matter;
d) to give their advice on measures and conditions of dismissals planned in case of staff reduction due to slowing down activities or institution's restructuring by the employer;
e) to communicate to the employer all useful suggestions aimed at the institution's better functioning and output improvement.

The existence of a staff's delegate within an institution does not infringe on the right that a worker has to submit him/her self him/her own claims and suggestions to the employer.

Article 175:

Any dismissal of a permanent or temporary staff's delegate, planned by the employer or his/her representative, is submitted to the Labour Inspector who will give his/her opinion within fifteen days.

The provision of paragraph one of this article is also valid for the workers' delegate candidates during the period which goes from the date of lists' deposit of candidature to the head of the institution to that of ballot, as well as to the former staff's delegate within the six months following the expiry of his/her term of office.

However, in case of serious offence, the employer may suspend the concerned person while waiting for the Labour Inspector's opinion on his/her dismissal.

CHAPTER III: MEANS OF CONTROL

Article 176:

Every person who plans to open up a new institution whatever its nature, must declare it to the Labour Inspector. The same procedure applies case of closing activities, selling or

transforming the institution.

A decree of the Minister having Labour in his/her attributions determines modalities and the period to make this declaration.

Article 177:

Every employer must fill and forward documents on the situation of his/her employees, following modalities determined by a decree of the Minister having Labour in his/her attributions.

Article 178:

The employer must permanently keep up to date his/her register, in the working premises; the model of register is determined by the Minister having Labour in his/her attributions.

The employer's register must be immediately produced to the Labour Inspector and to be kept for five years from the date of the most recent mention written in it.

Article 179:

Every worker is subject, within thirty days from his/her hiring, to a written declaration made by his/her employer and forwarded to the Labour Inspector of the area.

When a worker leaves an institution, he/she must be subject to a similar declaration made in not latter than 30 days the leaving date must be mentioned.

Modalities for these declaration, and the way they are filled by what is stated on the worker, are determined by a decree of the Minister having Labour in his/her attributions.

TITLE X: LABOUR DISPUTES

CHAPTER ONE: DEFINITIONS

Article 180:

Labour disputes can be individual or collective.

Individual labour disputes are those which occur between a worker and his/her employer or between several workers and their employer, but for reasons relating to non observation of a clause of a labour contract which binds each worker and his/her employer, where this clause is likely to vary from one worker to another.

Collective Labour disputes are those which occur between one or several employers, on one hand, and on the other hand, some or all working members on the labour conditions, when these disputes are likely to jeopardise the smooth running or the social peace of the institution.

Article 181:

All disputes and claims related to such labour contracts as provided for in this law are prescribed for five years from the date of showing cause to the disputes.

This period is suspended by a trial brought before court before it has expired or because a Labour Inspectorate has not taken a conclusion on the disputes brought before it.

CHAPTER II: LABOUR DISPUTES' SETTLEMENT

Article 182:

When there are individual or collective labour disputes and prior to their submission before court, the concerned person requests, in writing or verbally, the employees' representatives to try to settle these disputes out of courts.

Where the employees' representative fails to settle the disputes, the any concerned person forwards the case to Labour Inspector for reasonable settlement.

Prescriptibility of the claim is postponed by that request from its receipt date until the statement of an attempt to the settlement is disputes on the employee and employer.

Article 183:

Where there is collective labour disputes prior to their submission to relevant court the concerned persons must forward them to the employees' and employers' Representatives' Council for settlement.

A decree by the Minister having Labour in his/her attributions determines the functioning and modalities of the council.

In the event the disputes are not settled out of courts, they are submitted before relevant court.

Article 184:

The jurisdiction has the widest powers to be informed about the companies' economic situation and the social situation of the employees concerned by the conflict.

Article 185:

The jurisdiction makes its decision lawfully on conflicts relating to the interpretation of laws, regulations, collective conventions or agreements in force.

It makes its decision in fairness on other conflicts, notably when the dispute is about salaries or working conditions which are not fixed by the provisions of laws, regulations, collective conventions or agreements in force and about conflicts relating to the conclusion and the review of clauses for collective conventions and agreements.

Article 186:

The judgement passed by the jurisdiction as far as collective conflicts are concerned becomes provisionally immediately enforceable notwithstanding all ways for appeal.

Article 187:

A conciliation notice of the council and a notice of its decision on collective disputes' or trials are submitted to the office of the clerk of the Court of the jurisdiction giving a ruling

as far as labour is concerned and in the Labour Inspector's office where they may be communicated to the public.

Article 188:

When an agreement, an arbitration award or an adjudication relates to the interpretation of a clause of a collective convention on salary or working conditions, that agreement, arbitration award or court award has the same effects as those of a collective convention on labour.

Article 189:

Unlawful is any strike or lock-out taking place before the end of procedures fixed by this law or by breach of a mutual agreement, arbitration award or award that became binding.

A strike or lock-out is legal when the other party has been given a four day notice, and when:

a) the Conciliation Council has exceeded fifteen (15) days without setting the problem;
b) the mutual agreement, the arbitration award or the court award being in force, has not been implemented.

Article 190:

Any illegal strike by employees may entail:

a) non-payment for days taken out of work;
b) compensation for the damage caused deliberately to equipment or to buildings;
c) a legal action taken by the employer or his/her employers' professional organisation against the strikers and against the organisation implicated in that strike.

Any illegal lock-out by employer may entail:

a) non-payment for days forced out of work;

b) six months temporally loss of the benefit to be awarded in public tenders contracts;
c) withdrawal of registered company status in case of persistent refusal to work.

The competent court ascertains that the laws have been contravened and specifies the sanctions provided for in this article.

Article 191:

The right to strike is subject to special procedures when the employee exercises an essential duty of the people's and property security. This also applies to an employee whose function stopping would constitute a threat to security and human life.

A decree of the Minister having Labour in his/her attributions sets out the mode of application of this article.

TITLE XI: PENALTIES

Article 192:

A person guilty of any breach to provisions of Articles 13, 129, 130 and 131 of this law is fined with between 2,000 and 10,000 Francs and in case of relapse into the act between 15,000 and 20,000 Francs.

Article 193:

A person guilty of any breach to provisions of Articles 7, 10, 11, 15, 28, 58, 65, 71, 72, 79, 96, 109, 135, 138, 169, 170, 171, 176, 177, 178 and 179 of this law is fined with between 5,000 and 15,000 Francs and in case of relapse into the act between 15,000 and 50,000 Francs.

Article 194:

In cases of breach of Articles 4, 12, 32, 36, 37, 38, 60, 61, 63, 64, 65, 66, 67, 68, 69, 70, 88, 90, 92, 93, 94, 95, 97, 103, 104, 118, 128, 137, 139, 140, 142, 145, 166, and 175 of

this law, its author referred to in article 193 is fined with between 10,000 and 50,000 Francs; the relapse into the act is in addition to fine, sentenced to an imprisonment term of between fifteen days to six months.

Article 195:

Any person who has opposed or has attempted to oppose the implementation of obligations or the exercise of powers entrusted to the Labour Inspector is fined with between 10,000 and 50,000 Francs and sentenced an imprisonment term of between one to six months imprisonment, or to only one of the penalties.

In case of relapse into the act, the fine ranges from 50,000 to 100,000 Francs. The provisions of the Penal Code on acts of resistance, verbal assault and violence against Judiciary Police Officer are also applicable to those guilty of such facts against Labour Inspector.

Article 196:

When a person is fined in conformity with this Law, the fine is to be paid as many times as there are infringements, without however the fine total amount exceeding five times the fines' maxima rates.

TITLE XII: FINAL PROVISIONS

Article 197:

Provisions of this law are legally binding for all ongoing working contracts.

Any clause of an ongoing contract which would not be in conformity with the provision of this law, shall be modified within a six months' period from the date on which this law becomes into force.

This law cannot be advocated for breach of existing contracts.

Article 198:

All previous provisions and regulations contrary to this law, specifically the provisions of the law of February, 28, 1967 instituting Labour as modified and completed to date as well as those provisions of other decrees enforcing it, are abrogated.

Article 199:

This law comes into force on the day of its publication in the Official Gazette of the Republic of Rwanda.

Kigali, on 30/12/2001
The President of the Republic
Paul KAGAME
(sé)

The Prime Minister
Bernard MAKUZA
(sé)

The Minister of Public Service and Labour
KAYITESI Zaïnabo Sylvie
(sé)

The Minister of Health
Dr. Ezéchias RWABUHIHI
(sé)
Seen and sealed with the Seal of the Republic:

The Minister of Justice and Institutional Relations
Jean de Dieu MUCYO
(sé)