

LAW N° 13/2009 OF 27 MAY 2009 REGULATING LABOUR IN RWANDA

OG No SPECIAL OF 27 MAY 2009

Promulgation Date: 2009-05-27

Publication Date: 2009-05-27

Status: Current

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Title ONE. GENERAL PROVISIONS

Chapter ONE. DEFINITION OF TERMS

Article 1: Definiton of termes

As used in this Law, the following terms shall have the meanings indicated herein:

1. **Collective Agreement**: written agreement relating to the terms and conditions of employment or any other mutual interest;
2. **Contract of employment** : any contract, either oral or written, by virtue of which a person agrees to work for an employer in return for pay;
3. **Lock-out**: the refusal by one or several employers to allow one or several workers to work with a purpose to force such workers or those of another employer to accept, modify or abandon their claims;
4. **Strike** : interruption of work or late arrival for work by some or all workers with a purpose to oblige the employer or any other organization to which the employer is affiliated to accept, modify or abandon a certain decision;
5. **Indispensable services** : services that cannot be interrupted regardless of the service provider's public or private nature. Such services are meant to safeguard people's basic rights and freedoms such as the rights to life, health, freedom and security, freedom of circulation, and freedom of communication and information;
6. **Moral harassment at work**: Abusive behavior of any origin, external or internal to the company or institution, made evident by behavior, speech, intimidation or anonymous written communications aiming at or resulting in the breach of a worker's personality and dignity in the course of the carrying out their work liable to endanger his/her job and create an offensive work environment;
7. **Gender based violence** : any kind of physical, psychological or sexual gestures or actions directed at a person or an assault on their property on the grounds of their sex. Such action or gesture deprives them of their rights and negatively affects them.
8. **Occasional leave** : the period of absence of the worker allowed by his/ her employer and for which full salary is paid out;
9. **Works of equal value** : a works that are similar in spite of the number and nature of the observed differences and which requires similar knowledge, competences and responsibilities and the manner they are executed is similar;
10. **Collective negotiation** : discussions between one or several employers and representatives of one or several registered trade unions that can take place at national level or at the levels of categories of similar professions or service firms;
11. **Dispute** : any disagreement relating to legal or factual matters between an employer or an organization of employers on one hand, and a worker or a trade union on the other hand, relating to labor relations;
12. **Collective labor dispute** : a disagreement between one or several employers on one hand, and on the other hand, some or all workers where the disagreement arises in relation to labor conditions and

jeopardize the smooth running or the social peace of the institution;

13. **Individual labor dispute** : a disagreement between a worker and his/her employer, or between several workers and their employer, but for motives relating to non observation of a clause of a labor contract which binds each worker and his/her employer, where this clause is likely to vary from one worker to another;

14. **Trade union federation** : an umbrella organization of registered trade unions;

15. **Family responsibility** : a worker's responsibility with regard to his/her parents, spouse, children or any other worker's lawful dependent;

16. **Company's establishment** : a group of persons working together in a fixed location under the company's supervision. A company may have several establishments under the supervision of the same employer;

17. **Employers' professional organization** : an association of employers executing similar or related professions with the exclusive purpose of studying and defending their economic, and social interests;

18. **Registered employers' professional organization** : an employer's professional organisation which is authorized under the provisions of this law;

19. **Workplace** : places where workers carry out their services. Where an employer carries out or directs two or several operations that are independent due to their size or mission each of these operations constitutes a separate workplace. A workplace may also be a place where one travels to or where the worker performs his/her functions while on mission;

20. **Conciliation** : mediation between litigant parties and formulation of a consultative opinion;

21. **Unfair dismissal** : termination of employment contract by the employer without justifiable reason or observance of procedures established by law;

22. **Trade union** : an association of workers executing similar or related professions with the exclusive purpose of studying and defending their economic, and social interests;

23. **Authorized trade union** : A trade union authorized within an enterprise in case of a single trade union or a majority trade union where there are several trade unions in the same enterprise;

24. **Registered trade union** : an association of workers recognized under the terms of this Law;

25. **Trade union independence** : means that the trade union was not established or run by the employer or does not receive budget support from the Government. The trade union shall not interfere with political activities;

26. **Employers' professional organization independence** : means the employers' professional organization was not established or run by Government, does not receive budget support from

Government. It may in no way benefit from any other support that could jeopardize its independence;

27. **Disabled person** : any person born with impairments or who acquired them through illness, accident, war or other potential causes of impairment leading to the loss of capacity to properly carry out a certain duty;

28. **Lay-off** : total or partial collective interruption of work by the enterprise's workers resulting from either accidental reasons or circumstances beyond one's control, or from unfavorable economic situation;

29. **Woman** : any female person, regardless of her age, nationality, race or religious beliefs, whether married or not;

30. **Arbitrator** : one or several persons designated in accordance with the provisions of this Law, to resolve collective labour disputes arising between the parties;

31. **Employer** : any physical or moral, public or private person that employs one or several workers, even in a discontinuous way;

32. **Worker** : any person who commits him/herself to put his/her professional activity in return for payment under the direction and authority of another physical or moral, public or private person;

33. **Permanent worker** : a worker hired for a fixed-term or an unspecified period that lasts more than six (6) consecutive months with the same employer;

34. **Daily worker** : a worker hired on a day to day basis;

35. **Seasonal worker** : a worker hired for a short period of time to accomplish routine tasks during a productive period;

36. **Temporary worker** : a worker hired for a short period of time not exceeding six (6) consecutive months to carry out regular activities;

37. **Casual worker** : a worker hired quite temporarily and during a limited period of time to achieve and accomplish a specific task, which is not directly included in the normal activities of the enterprise;

38. **Informal sector worker** : a worker who performs informal activities and who works for a company or an individual that is not registered as employer in the commercial register or with authorities;

39. **Forced labour** : any work the worker performs against his/her will and by force or under pressure or threat that some punishments await him/her if he/ she does not perform it;

40. **Family labour** : every work carried out by the husband or wife, ascendants, descendants and wards engaged in agricultural, breeding, commercial and industrial activities for the benefit of the family;

41. **Public holiday** : any non-working day listed and declared as such by the law;
42. **Remuneration** : the total amount of payments made or owed to a worker as a result of his/her job;
43. **Basic salary** : an amount of money paid to a worker for the job performed during ordinary working hours, but which does not include various allowances and bonuses;
44. **Family** : worker's related persons including his or her spouse, one or several children whether born to him/her or legally adopted, parents, sister or brother, grand-parents;
45. **Child** : any human being below the age of eighteen (18) years;
46. **Trade union confederation** : an umbrella organization of registered trade union federations;
47. **Confederation of employers' organizations** : an umbrella organization of employers' federations.

Chapter 2. SCOPE OF APPLICATION

Article 2: Scope of application

This law governs labour relations between workers and employers as well as between the latter and the apprentices or the trainees under their authority as per contract.

Article 3: Exclusion from the scope of application

Every person employed under the general statutes for the Rwanda public service or every person under specific statutes shall not be subjected to the provisions of this law, except for matters that may be provided for by Prime Minister's orders.

The person dealing with family agricultural, breeding, commercial or industrial activities shall not be subjected to the provisions of this law, except for provisions relating to health and safety at workplace as well as to prohibitions for child labour and for pregnant or breastfeeding women.

The informal sector worker is not subjected to provisions of this law, except for issues relating to social security, the trade union organizations and those relating to health and safety at workplace.

Chapter 3. FUNDAMENTAL RIGHTS

Section ONE. Child labour Prohibition

Article 4: Child labour

It is prohibited to employ a child in any company, even as apprentice, before the age of sixteen (16).

A child aged between sixteen (16) and eighteen (18) may be employed under the provisions of articles 5, 6 and 7 of this law.

Article 5: Child's rest

The rest between two working periods for a child shall be of a minimum duration of twelve (12) consecutive hours.

Article 6: Prohibited work for children

The child shall be subject to the work which is proportionate to his/her capacity. The child cannot be employed in the nocturnal, laborious, unsanitary or dangerous services for his/her health as well as his/her education and morality.

Article 7: Labour Inspector's role

The labor inspector can request for the examination of the children by a recognised doctor, in order to verify if the work with which they are entrusted is neither beyond their strengths and or harmful to their health. Also this examination may be requested for by all those parties interested in the matter.

Where it is established that the provisions of article 6 of this law are not complied with, the child's employment contract shall be terminated and notice allowance be paid to the child.

Section 2. Forced works**Article 8: Prohibition of forced works**

It shall be an offence to cause, to provoke, to allow or to impose, directly or indirectly, forced works whatsoever.

However, forced labor shall not include:

1. Any kind of work executed in accordance with the law governing military service;
2. Any kind of work executed for the purpose of implementing the civic education ;
3. Any kind of work or service which is part of the normal civic obligations of the citizens of Rwanda;
4. Any kind of work or service required of a person according to a decision of the court and which is executed under the responsibility and control of a public institution or authority;

Any work or service required in case of an emergency such as during the time of war or disaster.

Section 3. Protection of workers against violence or harassment

Article 9: Prohibition of Gender based violence

It shall be forbidden to directly or indirectly subject a worker to gender based violence or moral harassment within the context of work.

Article 10: Resignation in case of violence

The resignation of a worker who is victim of violence by his/her supervisor is considered as an unfair dismissal.

Article 11: Prohibition of punishment in case of violence

No worker shall be dismissed for having reported or testified on violence.

Section 4. Prohibition of discrimination in work matters

Article 12: Non discrimination criteria

It shall be forbidden to directly or indirectly make any discrimination aiming at denying the worker the right to equal opportunity or to the salary especially when the discrimination is based upon the following:

1. Race, color, or origin;
2. sex, marital status or family responsibilities;
3. religion, beliefs or political opinions;
4. social or economic conditions;
5. country of origin;
6. disability;
7. previous, current or future pregnancy;
8. any other type of discrimination.

Section 5. Freedom of opinion

Article 13: Freedom of opinion

Workers and their representatives shall have the right to express their personal or collective opinions on the content, conditions, execution and organization of work. The opinions of workers can not be a basis for sanction against them.

Title II. CONTRACT OF EMPLOYMENT

Chapter ONE. CONCLUSION AND EXECUTION OF THE CONTRACT OF EMPLOYMENT

Section ONE. Common provisions

Article 1: Conclusion of an employment contract

A contract of employment shall be concluded basing upon the worker's and employer's mutual consent, the first undertaking to put his/her professional activity at the service and under the authority of the employer; the second undertaking in return to pay to the worker the salary agreed upon. Concluding life contracts of employment is not acceptable.

Article 15: Forms of an employment contract

The contract of employment can be oral or written. It can be signed in the form that is suitable to the contracting parties provided the provisions of article 19 of this law are observed. All the means available may be invoked in its proving.

It can be a fixed term contract an open-ended contract or for a well defined work. In all cases, contract of employment between worker and various employers if they are not compromising one another are accepted.

Article 16: Renewing a fixed-term contract

Fixed-term contract can be renewed as many times as agreed on by the parties.

Article 17: Contracts concluded in a written form

The following contracts of employment must be concluded in a written form:

1. A contract concluded for a continuous period superior or equal to six(6) consecutive months;
2. Employment contract signed in Rwanda but which shall be implemented in a foreign country;
3. A contract relating to a specific activity which shall not be completed in a period of six (6) months or for the work whose execution period amounted to six (6) months from the beginning of that work.

Major contents and modalities for written contract are determined by the order of the Minister with Labour in his/her attributions.

Article 18: Foreigner's employment

Apart from issues to working permits for foreigners working in Rwanda that are determined by immigration and emigration laws, the contract of employment for foreigners working in Rwanda shall be governed by this law and shall be written.

Section 2. Probation employment contract

Article 19: Objective of probation employment contract

There is a probation employment whenever the employer and the worker, with a view to conclude a definitive contract, decide beforehand to make an agreement whereby the employer examines the quality of the worker's services and output while the worker looks at the conditions of work, living, pay, health and security at work as well as the social climate among the institution workers.

Article 20: Probation period

Probation employment or its renewal must be concluded in writing and can only cover a maximum period of six (6) months.

Section 3. Modification of employment contract

Article 21: Modification of employment contract

The contract of employment can be modified under execution on the initiative of any of the parties to the contract.

Article 22: Enterprise's Legal status modification

In case of modification due to enterprise's legal situation particularly by succession, re-naming, sale, merging, transformation of funds, incorporation of companies, all the contracts of employment in progress on the day of the modification remain valid between the new employer and the workers of the enterprise.

The termination of these contracts can only take place in the forms and conditions provided for in this law.

Article 23: Transfer of contract of employment

A contract of employment is not transferable from one employer to another without the worker's consent. A transfer shall not interrupt the worker's continuity of service and his/her work continues with the new employer as if he/she was the initial employer.

Section 4. Suspension of a contract of employment and its reasons

Article 24: Suspension of a contract of employment

There shall be suspension of contract of employment when the contract is not terminated but the two parties agree to have part or whole of their obligations suspended. The remaining obligations for each party shall have to be provided for by this law or agreed upon between the two parties.

Article 25: Reasons for the suspension of a contract of employment

The contract of employment is suspended:

1. during the absence at work due to a disease confirmed by a recognized medical doctor;
2. the period of worker's unavailability due to a work accident or a professional disease;
3. during maternity leave of a woman;
4. During the strike or lock-out carried out in the respect of the procedures regulating the labour collective dispute;
5. during the worker's absence authorised by the employer by virtue of collective conventions or individual agreements between employer and worker;
6. during the worker's lay-off;
7. During the temporary worker's detention for a period not exceeding six (6) months;
8. during the training of the worker organized by a trade union to which he/she is entitled as per the modalities set by the law or collective conventions ;
9. suspension of the enterprise's activity due to technical reasons;
10. in case of force majeure or any other reason provided for by the law with the effect of stopping one of the parties from fulfilling its obligations.

Article 26: Suspension of a contract due to technical reason

A technical redundancy cannot be imposed on a worker once or several times, for longer than three (3) months during the same period of one year. After this period, the worker is free to consider himself/herself as laid off. The employer is held to pay to the worker a notice allowance which is equal to the amount of his/her remuneration in accordance with the notice period provided for by the law.

Section 5. Termination of the contract of employment**Article 27: Notice period**

If it is necessary to terminate a contract of employment with a prior notice, duration of this notice must be at least equal to:

1. fifteen (15) days, if the worker has worked for less than a year;
2. one month, if the worker has worked for a period of one year or more;

During the notice period granted by the employer, the worker who wants to look for a new job shall have the right to one absence per week as he/she may agree with his/her employer.

No notice period shall apply to a person on a probation period.

Article 28: Termination of a fixed term

If an employment contract specifies a fixed period of employment, the contractual relationship is automatically terminated at the end of this period.

Any dismissal which is not done basing on the reasons provided for the law or resignation made before the expiry of a contract for a determined period compels the party that takes initiative of termination to

pay an indemnity equivalent to the remuneration for the remaining contract period without prejudice to other compensation which may be paid.

However, the contract of employment for a determined period or for a well defined work can be terminated before the fixed term in case of gross negligence or agreement between the parties. Where the contract for a determined period is terminated due to gross negligence, the party causing the contract to be terminated shall notify the same to the other party within forty eight (48) hours.

Article 29: Termination of an open-ended contract

An open-ended contract may always be terminated by the will of either of the parties but for legitimate motives. This termination is subject to a prior notice given by the party that takes initiative of termination.

Section 6. Notification of the notice period and termination of employment contract during leave or suspension period

Article 30: Notification of the notice period

The notice shall be addressed to interested party in writing by precising the reasons for termination.

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

Article 31: Termination of employment contract during leave or suspension period

In case of termination of the employment contract during paid leave or suspension period by the employer, the notice allowance is doubled.

Section 7. Payment for dismissal notice

Article 32: Payment for notice

Any termination of contract 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 other benefits from which the worker would have benefited 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 negligence by one of the parties. In that case, gross negligence is notified to the other party within forty-eight (48) hours.

The gross negligence is left to the appreciation of the competent jurisdiction.

Article 33: Damages

Any unlawful termination of contract may result in damages. Damages paid to the unlawfully dismissed worker cannot go below his/her three months salary but they cannot exceed the six (6) - month salary. This does preclude the payment of indemnities and other benefits to which the worker is entitled.

Where the worker has worked for the employer for a period which is longer than ten (10) years, damages shall not go beyond the salary of nine (9) months. This is also applies in the case of workers' delegates and the representatives of trade union.

The provisions of this article shall also apply in the case the damages have to be paid by a worker who abusively terminated the contract.

Section 8. Dismissal for economic reasons and technological transfers**Article 34: Dismissal for economic and technological reasons**

The employer may proceed to dismiss individual or collective worker(s) due to economic reason, internal reorganization or consecutive restructuring for economic difficulties or technological transfers with the aim of protecting the competitiveness of the enterprise. In such a case the dismissal ranking shall be done in accordance with the performance, professional qualification, time spent in the enterprise and social charges of each worker. The employer informs the competent labour inspector in a written form.

Section 9. Compensation for termination of employment contract**Article 35: Dismissal compensation**

The dismissal or an employment contract termination for a worker who has completed a period of at least twelve (12) consecutive months of work entails the payment to the latter by the employer of dismissal benefits.

Apart from those clauses of the collective convention fitting for the worker or from those clauses of a particular work contract, accompanying allowance shall not go below:

1. One time the average monthly salary for the worker with less than five (5) years of working experience in the same institution;
2. two(2) times the average monthly salary for the worker with working experience of between five (5) and ten (10) years in the same institution;
3. three times the average monthly salary for the worker with working experience of between ten (10)

and fifteen (15) years in the same institution;

4. four (4) times the average monthly salary for the worker with working experience of between fifteen (15) and twenty (20) years in the same institution;

5. five (5) times the average monthly salary for the worker working experience of between twenty (20) and twenty five (25) years in the same institution.

6. six (6) times the average monthly salary for the worker with working experience of over twenty five (25) years in the same institution.

The average monthly salary shall be obtained by dividing by twelve the total salary the worker has received for the last twelve (12) months exclusive of allowances allocated to the worker to enable him/her to discharge his/her duties.

Article 36: Accompanying allowance for a retired worker

A retiring worker shall benefit from accompanying allowance which is calculated in the same manner determined in the preceeding article.

Accompanying allowance for a retiring worker shall not be compatible with dismissal indemnities.

Article 37: Funeral indemnities

The employer shall give to the deceased family funeral indemnities. Periods, modalities for payment and the amount to be paid shall be determined by the order of the Minister in charge of Labour.

Article 38: Work certificate

When the contract of employment expires, the employer must establish and put at the disposal of the worker together with his/her final dues a certificate of employment, showing exclusively the date of entry and exit and the nature of the employment or occupied posts.

The employer, who refuses to deliver this certificate of employment or omits one of the elements stipulated in the preceeding paragraph or who delays to deliver this certificate, may be required to pay damages determined by the competent court.

Section 10. Apprenticeship and Internship contracts

Article 39: Apprenticeship contract

An apprenticeship contract is a contract by which a head of an establishment commits himself/herself to employ a young worker and teach him/her or make him/her be appropriately taught, a profession for a given period agreed upon, 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 40: Internship contract

The internship aims at ensuring a practical transition in terms of training between the acquired knowledge and the envisaged practical activities. Its duration cannot exceed twelve (12) months, but this contract may be terminated upon a request by one of the parties to it.

The activities carried out during the internship have to be in conformity with its main objective, mental and physical capabilities of the intern.

Article 41: Nature and form for apprenticeship and internship contracts

Nature and form of apprenticeship and internship contracts shall be determined by an order of the Minister in charge of labour.

Chapter 2. SUB CONTRACT**Article 42: Subject of the sub contract**

The sub contract is a convention by which a manager of an industrial or commercial enterprise entrusts the execution of some works or the supply of some services to an entrepreneur who recruits himself/herself the necessary workforces that work under his/her direction and control.

Article 43: Applicable law

The contract between a worker and the subcontractor shall be governed by this law.

Article 44: Responsibilities of the sub-contractor

The sub-contract must contain guarantee of payment of salary and provide respect of general conditions of work, health and safety on workplace and other obligations of employer regard to worker. The sub-contract must contain guarantee of payment of salary and provide respect of general conditions of work, health and safety on workplace and other obligations of employer regard to worker.

Article 45: Identification of the principal employer and the sub contractor

The sub-entrepreneur is requested to indicate by way of public notice affixed permanently at the workplace, his/her names, address, his/her job title and both the names and address of the principal employer who subcontracts with him/her.

Article 46: Notification of sub contract

The principal employer shall keep up to date the list of the sub-contractors with whom he/she signed a contract.

Title III. GENERAL WORKING CONDITIONS

Chapter ONE. OBLIGATIONS OF THE EMPLOYER AND THE WORKER

Article 47: Obligations of the employer

The employer has the following main obligations:

1. to give to the worker the agreed work and this, under those conditions, at the time and place as agreed;
2. to ensure the responsibility of implementing the work contract signed on his/her behalf;
3. to supervise the worker and make sure the work is done in suitable conditions, as far as security, health and dignity of the worker are concerned;
4. to pay the worker the agreed remuneration regularly and in due time;
5. to avoid whatever may hamper the company's functioning, its workers and the environment;
6. to affiliate workers to the social security scheme;
7. to make those workers with dependents enjoy the rights that are provided for by the law;
8. to enter into a performance contract with the worker based on collective negotiation within the establishment.

Article 48: Obligations of the worker

The worker has the following principal obligations:

1. to personally carry out his/her work or service in the time, place and conditions as agreed upon;
2. to respect the employer's or his/her representative's orders when given so as to have the work done;
3. to abstain from all that might threaten his/her security or that of his/her companions or third party, or jeopardize his/her dignity and the one of his/her colleagues;
4. to respect rules prescribed by the establishment, its branch or the place where he/she is to do his/her work;
5. to keep in good conditions tools given to him/her and give them back to the employer at the time the work is completed.

Chapter 2. EMPLOYMENT DURATION

Article 49: Legal duration of work

In all enterprises, the legal employment's duration is forty five (45) hours per week. However, due to the specific nature of the work the weekly working hours shall be based upon the agreement between the two parties.

Article 50: Implementation of the duration of work of forty five (45) hours per week

The Minister in charge of Labour shall by, way of an order and after consultation with the National Labour Council, determine modalities for application of forty five (45) hours per week.

Article 51: Work schedule

The timetable for daily work and rest is fixed by the employer.

Article 52: Weekly rest

The weekly rest is necessary for all workers under this law. This rest shall not be less than twenty four (24) consecutive hours per week. It normally takes place on Sunday. Where possible the rest shall be granted at the same time for all the workers in the enterprise.

Chapter 3. LEAVES**Section ONE. Annual leave****Article 53: Right to leave**

Except for more favorable provisions from collective conventions between employer and worker or individual employment contract, every worker shall be 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 work. Official holidays shall not be considered as part of the annual paid leave. The worker shall benefit from one working day per year of annual paid leave for every three years of experience in the same institution. However, annual paid leave, in any case, can not exceed twenty one (21) working days.

If the worker works less than forty five (45) hours per week, his/her leave is counted to the prorata of the hours she/he worked for.

A less than eighteen (18) years old worker is entitled to a two (2) working days leave per month of continued work.

Article 54: Calendar and prescription

At the beginning of every year, the employer establishes the annual leave timetable for all his/her staff.

The leave period shall not be delayed or anticipated by the employer for more than a three (3) months period unless is so agreed between the worker and employer.

The action of requesting for a leave remains valid within two (2) years from the date where the worker enjoys the right to the leave. A request for leave is made by the worker in writing and the employer shall respond to the request in writing, too.

Article 55: Leave allocation

The employer must pay the worker an allocation equal to the average of salaries the worker received for the last twelve (12) months and other benefits he/she is entitled to as provided for by the employment

contract.

Article 56: Compensation for leave

The employer must grant one extra day of paid leave to a worker :

1. if there is a public holiday during the annual leave of the worker;
2. if the worker has normally worked during his/her annual leave.

Article 57: Leave compensative indemnity

The leave is granted to the worker for the purpose of allowing him/her to rest; the grant of a compensatory allowance in replacement of a leave is formally prohibited in all other cases.

However, in case of contract termination or expiry before the worker has benefited from his/her leave, a compensation indemnity is paid in lieu of the leave he/she was entitled to and which calculated is as provided for in article 53 of this law.

Article 58: Incidental leave

Upon mutual agreement between the worker and the employer, the days of incidental leave may be deducted from the annual leave.

Article 59: Official holidays

Official holidays shall be determined by a Presidential Order. For every public holiday, the worker shall benefit from his/her full salary.

Article 60: Paid absence

The absences caused by reasons to accomplish duty imposed by the law or authorized by the Minister in charge of Labour are paid.

Section 2. Sick and incidental leave

Article 61: Modalities for granting sick leave

For the worker to benefit from the sick leave, he/she shall forward to employer a written certificate signed by a recognized medical doctor justifying the worker's inability to work.

Where the sick leave goes beyond fifteen (15) days, the employer may require the worker to bring him/her a certificate signed by three recognized medical doctors. The worker has the right to his/her salaries for the three (3) first months.

Article 62: A non paid sick leave

The employer shall not pay back to the worker who has been absent for more than two (2) days due to illness without handing in a certificate signed by a recognized medical doctor. **The worker who has**

been on a payable sick leave for three (3) months shall have the right to a non payable work suspension for three (3) months.

Article 62: A non paid sick leave

The employer shall not pay back to the worker who has been absent for more than two (2) days due to illness without handing in a certificate signed by a recognized medical doctor. **The worker who has been on a payable sick leave for three (3) months shall have the right to a non payable work suspension for three (3) months.**

Article 63: Events giving right to incidental leave

The worker has the right to an incidental leave in case of good or unfortunate events which may occur in his/her family. Incidental leaves shall be determined by an order of the Minister in charge of Labour.

Section 3. Maternity leave

Article 64: Maternity leave duration

Every employed woman has the right to a maternity leave of twelve (12) consecutive weeks. This woman may decide to start benefiting from this leave two (2) weeks before the tentative date of delivery.

A woman who delivers a still-born or whose infant of less than one month of age is dead shall benefit from a leave of four (4) weeks as of the day the event occurred.

Article 65: Breastfeeding period

For a twelve month period starting from the day on which an infant is born, every employed woman is entitled to a rest period of one (1) hour per day, to allow her to breastfeed the child.

However, a mother who resumes service for the last six (6) weeks of her maternity leave shall have the right to a rest period of two (2) hours per day until the time which is specified in the first paragraph of article 64, is expired.

The legal rest granted to mothers who breastfeed shall be deducted from the work time and shall be paid.

Article 66: Remuneration during maternity leave

The mother with no maternity insurance coverage shall, during the first six (6) weeks of her maternity leave, have the right to her entire salary. During the last six (6) weeks of her maternity leave, this mother may either resume service and receive her full salary or else, have the right to twenty per cent (20%) of her salary.

She shall also keep enjoying the right to other types of benefits.

Article 66: Remuneration during maternity leave

The mother with no maternity insurance coverage shall, during the first six (6) weeks of her maternity leave, have the right to her entire salary. During the last six (6) weeks of her maternity leave, this mother may either resume service and receive her full salary or else, have the right to twenty per cent (20%) of her salary.

She shall also keep enjoying the right to other types of benefits.

Article 67: Resuming work after maternity leave

The employer shall not give to employed woman a notice of contract termination which is included in her maternity leave.

At the end of maternity leave, the woman shall resume her work or be given another post with the same position and salary as she used to have before she was on maternity leave.

Article 68: Medical certificate

The salaried woman shall provide to her employer a medical certificate signed by a doctor confirming:

1. the expected date of delivery before starting of the maternity leave;
2. the exact date of delivery after delivery.

Article 69: Additional leave in case of complications

Should there be any complications due to delivery and which are ascertained by a recognized doctor, the employer shall grant to the woman a paid prolonged maternity leave in addition up to a maximum of one month in accordance with the provisions of Article 66 of this Law.

Likewise, in case of complications bound to delivery or congenital state and which are certified by a recognized doctor, the employer allows the woman to take a paid prolonged maternity leave of one month maximum, in order to protect the child's health in conformity with Article 66 of this Law.

Section 4. Professional training and upgrading**Article 70: Role of the employer in the workers' professional training and upgrading**

The employer shall be involved in the professional training and up grading activities for his/her workers in the institution. An order of the Minister in charge of labour shall determine implementation modalities for training and the leave thereto related.

Article 71: Modalities for granting professional training

Activities meant for professional training and upgrading to achieve higher quality and qualification by the workers as well as the requirements to benefit from a professional training and upgrading leave shall be determined by collective conventions and collective agreements in the institutions.

Chapter 4. WORKS PROHIBITED FOR CHILDREN, PREGNANT AND BREASTFEEDING WOMEN

Section ONE. Prohibited child labour and its nature

Article 72: Protection of children against worst forms of child labour

It shall be an offence to subject those children aged under eighteen (18) years to “worst forms of child labour ”:

The " worst forms of child labor" includes:

1. to indulge children in slavery or similar practices;
2. children trafficking;
3. to turn them into debt bondage;
4. to have them replace grown ups in forced labour;
5. to use them in conflicts and wars;
6. the recruitment, use, procuring or offering of a child for prostitution or for the production of pornography or for pornographic performances;
7. the use, recruitment and procuring or offering of a child for illicit activities such as manufacture and marketing of drugs;
8. the work which is likely to harm the health, safety or morals of a child.

Article 73: Nature of the worst forms of child works and prevention mechanisms

An order of the Minister in charge of labour shall dermine the list of worst forms of child labour, their nature, categories of institutions that are not allowed to use them and their prevention mechanisms.

Section 2. Works prohibited to pregnant or breastfeeding women and their nature

Article 74: Works prohibited to pregnant or breastfeeding women

Pregnant or breastfeeding woman shall not be employed in activities which may be harmful to their lives or to those of their babies.

An order of the Minister in charge of Labour shall determine the nature of those works prohibited to pregnant or breastfeeding women.

Title IV. SALARY

Chapter ONE. DETERMINATION OF THE SALARY

Section 1. Determination of the salary

Article 75: Right to salary

The salary is the price for the work done. Unless agreed upon between the concerned parties or for cases provided for by this law, no salary is to be paid in the event of absence at work.

Article 76: Determining of the minimum guaranteed interprofessional wage

The minimum guaranteed wage (MGW) per categories of work shall be determined by an Order of the Minister in charge of labour after collective consultations with the concerned organs.

Article 77: Determination of salary and other benefits depending on the rate of the work done

Where service remuneration is made in whole or part of commissions, allowances or various benefits or representative allowances of these benefits, all these elements are taken into account when determining the monthly salary.

The salary on the basis of which the leave payment, the notice period payment and damages shall be obtained by making the average for the last twelve (12) months the worker worked for.

Article 78: Allowances allocated to the worker on an occasional and temporary travel outside his/her usual workplace

Where, for professional reasons, a worker is on an occasional and temporary travel outside his/her usual workplace, he/she shall be given transport, per diem and accommodation fees before he/she leaves.

Section 2. Payment of salary

Article 79: Intervals in payment of salary

The salary must be paid on regular intervals in the following ways:

1. Every day for any worker recruited on a one-hour or one-day basis for short time employment;
2. Every week or every fortnight for the worker recruited for a week or a fortnight;
3. Every month for workers recruited on a one-month basis.

Apart from a daily worker who shall be paid every day after termination of his/her service, the payment of the salary must in any case be done within seven (7) days at the latest after the period that opens right to the salary.

Article 80: Means of payment of salary

Salary shall be paid using currency with legal tender in Rwanda. The employer shall pay to the worker the whole salary to which he/she is entitled and deposit it in a bank or in financial institution on account given in writing by the employee.

Article 81: Payment of salary after expiry of contract

Upon expiry of employment contract, the employee shall be paid his/her salary soon after its expiry and any other indemnities he/she is entitled to under the contract.

Article 82: Payroll

At worker's request, employer delivers to him/her an individual monthly payroll which must detail the basic salary, other various allowances and bonuses, withholding taxes and the net salary.

Article 83: Prescription of salary payment

Prescription of salary payment shall be of two (2) years. This prescription time limit is counted as of the date on which the worker was to be paid the salary. Counting this time limit shall cease where the employer has computed all the monies, has agreed with the worker that the monies are the debt, where the worker's case is pending before the court or where the labour inspectorate requested to settle the dispute has not yet given its conclusions.

Section 3. Guarantee to pay the salary**Article 84: Privileged nature in salary payment**

Without prejudice to insolvency law, worker's salary shall, in any case, carry specific privilege as to payment.

Article 85: Worker's privilege in case of insolvency or liquidation

In case of insolvency or legal liquidation of the company, any worker employed in that company has right to payment before any other debt settlement even where such debt is owed to Government.

He/she enjoys such right on both movable and immovable properties belonging to the employer.

Chapter 2. SEIZURE OF SALARY AND RELATED MATTERS**Section 1. Protection of Salary**

Article 86: Seizure of salary

Salary can not be seized by the employer. It is forbidden for an employer to fine a worker. The only penalty likely to deprive a worker of his/her salary shall be based on employer's power over worker's discipline as employer may suspend worker as a disciplinary measure in which case the worker receives his/her salary for the time he had worked. Suspension shall apply only under the following conditions:

1. maximum duration of eight days (8) and immediate communication ;
2. written notification to the worker mentioning reasons for such disciplinary measure;
3. forwarding a suspension notification copy to the Labour Inspectorate of the area within forty-eight (48) consecutive hours as of that suspension.

Article 87: Permitted deductions

Save for compulsory deductions and other possible charges in accordance with the provisions of collective conventions between workers and employers or of work contract, no other salary deductions shall affect worker's salary unless by attachment or voluntary transfer.

In case of voluntary transfer, it shall be done in writing before the presiding judge of the competent court or the Labour Inspector of the area, or in their absence, before the government administration representative of the area.

Article 88: Assignable and seizable portion of salary

Total salary deductions in accordance with the previous article shall not exceed one third (1/3) of worker's salary.

Article 89: Interests in case of illegal salary deductions

Amounts deducted from a worker's salary contrary to the provisions of preceding articles of this Law bear interest for his/her benefit at the average rate as determined by the Central Bank of Rwanda. Interests shall be computed as from the date on which he/she should have been paid. A worker shall have the right to claim his/her salary until its prescription, which prescription runs as from contract termination.

Title V. HEALTH AND SAFETY AT WORKPLACE**Chapter ONE. PREVENTION PRINCIPLES****Section 1. Employer's responsibilities**

Article 90: Cleanliness at work place

Working premises shall be kept clean and equipped with health safety and protection facilities.

The employer has to educate his/her workers on health and safety and to post in the work premises those safety and health instructions to be observed with regard to safeguarding health and prevention of hazards.

Article 91: Protection equipments

The employer shall put at the worker's disposal all necessary and appropriate protection equipments and look after their correct use. He/she must know ways and means to protect against hazards and train workers on such ways and means.

Article 92: Premises and equipments not detrimental to worker's health

At workplace, premises shall comply with the health and safety standards.

Before these premises are built, the construction, extension, transformation or renovation plan shall be submitted to the Ministry in charge of Labour for inspection and certification as to whether health and safety standards, at workplace, are complied with.

It is forbidden to import, display, sell, lease out, give away under any circumstances or to use appliances, machines and parts of machines which were manufactured or imported contrary to standards aimed to ensure protection of worker's health and prevention of hazards.

Article 93: General and specific conditions for health and safety at the workplace

An order of the Minister in charge of Labour shall determine the general and specific conditions for worker's health, prevention of and protection against hazards at workplace.

Article 94: Declaration of occupational risks

The employer shall declare to the social security organ and to the Labour Inspector of his/her jurisdiction, within four (4) working days of occurrence, all occupational risks or occupational diseases noted.

Where the employer fails to make a declaration, the person who is the victim of the accident or suffers a disease or his/her legitimate representatives may declare occupational risks within a period not exceeding two (2) years from the date of the occurrence of the accident or disease.

Any employer who uses working processes likely to cause professional diseases shall notify the issue to the Labour Inspector and to the social security organ, before starting using such working processes.

Section 2. Committee on health and safety and medical services at workplace

Article 95: Setting up the Committee

An order of the Minister in charge of labour shall determine those institutions which shall have committees on health and safety and medical services at workplace as well as modalities for their functioning.

The employer must create health and safety committee in his/her institution as well as modalities for their functioning.

Article 96: Emergency box and medical care

The employer must put at the disposal of workers, at his/her own cost, an emergency box of first aid needed in case of accident.

In case of work accident, the employer must evacuate the injured and the patients to the nearest health centre.

Title VI. PROFESSIONAL REDEPLOYMENT AND EMPLOYMENT OF THE DISABLED PEOPLE**Chapter ONE. EMPLOYMENT OF THE DISABLED PEOPLE****Article 97: Non discrimination at workplace**

Any discrimination at workplace with regard to the disabled people is forbidden.

Article 98: Disabled people working conditions

Where necessary and due to the work to be performed, the disabled worker shall be granted such working conditions as suitable to his/her disability.

Chapter 2. PROFESSIONAL REDEPLOYMENT**Article 99: Professional redeployment**

Where, due to suspension of contract following a disease or accident, a group of three medical doctors recognized by Government declare the worker unfit to resume the service he/she occupied, the employer is requested to shift the worker to another job adapted to his/her capacity and at the same level as the previously occupied post where possible, and transfer if need be by mutation or transformation of the working post.

Where there is no redeployment of a worker one month after the date on which doctors have declared

him/her fit or unfit to resume service, the employer shall pay him/her the same salary as the one paid for the post he/she previously occupied.

Article 100: Notification of redeployment or dismissal

The employer shall inform the Labour Inspector of the area that the worker who had been victim of the accident has been either redeployed, assigned a new position or dismissed due to the accident.

Title VII. EMPLOYERS' AND WORKERS' PROFESSIONAL ORGANISATIONS

Chapter ONE. LIBERTY OF WORKERS' AND EMPLOYERS' ORGANISATIONS

Section 1. Freedom of trade unions and employers' professional organizations

Article 101: Setting up a trade union and an employers' professional organization

Workers or employers may set up freely and without prior authorization their respective professional organization. They are also free to join any trade union or employers' professional organization of their choice.

Without prejudice to provisions of article 105 of this Law, a trade union or employers' professional organization shall work out their own constitutions and internal rules and regulations, freely choose their representatives, organize their management and their activity and design their plan of action.

Article 102: Registration of trade union or employers' professional organisation

An order of the Minister in charge of Labour shall determine the modalities and conditions for the registration of trade union or employers' professional organization.

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An order of the Minister in charge of Labour shall determine the modalities and conditions for the registration of trade union or employers' professional organization.

Section 2. Protection of rights of trade unions and employers' professional organisation

Article 103: Rights of a trade union and an employer's organization

A trade union or an employer's professional organization with legal status shall have the right to go to court, to represent workers or employers, to comply with their respective articles of association and to

acquire, movable or immovable property through donation or payment.

A trade union or an employer's professional organization may enter into agreements with any workers' federation or employers' professional associations, companies, organizations, corporate bodies or individuals.

Article 104: Legal status

No trade union or employers' professional organization shall exercise legal capacity prior to the publication of its articles of association in the Official Gazette of the Republic of Rwanda. The publication of its articles of association in the Official Gazette will be done at the cost of the concerned trade union or employers' professional organization.

Article 105: Use of trade union's or employer's organisation property

A trade union or an employers' professional organization may allocate its assets to such activities as might be agreed upon by its members.

Section 3. Exercising trade union rights in enterprise

Article 106: Exercising trade union rights

Exercise of trade union rights in every firm is permitted in compliance with Law.

Article 107: Workers representation in a trade union

A trade union section shall represent employees in their respective firm or in the latter's branches. Members to the bureau of the trade union section in a firm and its agencies shall be elected by workers in accordance with the statutes governing the trade union.

Any arising claims following election of members of the bureau of a trade union within a firm and its branches and the running of such election shall be dealt with by the concerned trade union.

Article 108: Mission of the trade union representatives

Representatives of trade union in a firm have the following mandates:

1. to represent the trade union to their employer and assist its members in their claims;
2. to collaborate with others in trade union activities within the institution.

Article 109: Benefits granted to trade union representatives in fulfilment of their duties

Representatives of trade unions shall be granted adequate time to carry out their representation function and to enjoy an annual leave for training.

The period and terms for granting time representation to carry out their function and leave for training shall be specified by collective conventions.

Article 110: Trade union communications

Trade-union communications and advertising publications shall be posted in appropriate place or disclosed to workers within their firm without prior authorization. Advertising shall be conducted at the beginning and at the end of working hours.

Those communications and advertising publications must comply with the objectives of the trade union.

Article 111: Availing office for a trade union

In institutions employing more than twenty (20) workers, the manager of the firm shall help the bureau of the trade union to get premises where to run activities relating to the trade union objectives and more specifically for meetings.

Members of the trade union section may hold their meeting once a month within the firm following modalities agreed on with the manager of firm.

Article 112: Notification of names of trade union bureau members

Names of trade union bureau members are notified to the manager of the institution. They must be displayed on notice boards reserved for trade union communications.

A copy of the communication addressed to the manager of the firm is forwarded to the Labour Inspector of the area.

Article 113: Protection of trade union representatives

Representatives of a trade union within a firm shall enjoy the same protection as granted to the workers' representatives.

Article 114: Prohibitions to the employer

It is prohibited for an employer to rely on membership of a trade union or a trade union activity to take favourable or unfair decisions concerning a worker with regard to the running and conditions for performing work.

No employer shall deduct trade union subscriptions from his/her worker's salary, without the latter's written consent.

No employer or his/her representative shall be allowed to use any means of pressure for or against any trade union organization.

Any violation of the provisions of the preceding paragraphs of this article shall constitute an abuse and shall give rise to damages.

Chapter 2. RIGHTS AND OBLIGATIONS OF THE TRADE UNIONS AND EMPLOYERS'

PROFESSIONAL ORGANIZATIONS

Section One. Rights of the trade unions and employers' organizations

Article 115: Rights of trade unions

Except as otherwise stipulated in this Law, a registered trade union may:

1. file a case on behalf of its members and to represent them in any court case lodged under this Law;
2. access the firm premises upon request to conduct trade union business;
3. have the subscription fees deducted from the member's salary;
4. merge with other registered trade unions to form a federation;
5. join federations of trade unions and participate in their activities;
6. enter into agreement with an employer or take part in collective convention where it is an authorized trade union;
7. join any international workers organizations and participate in their activities.

Article 116: Rights of employers' professional organisations

A registered employers' professional organization has the following rights :

1. to bring up a case on behalf of its members and to represent them in any court case lodged under this Law;
2. to form federations with other registered employers' professional organizations;
3. to join federations of employers' professional organizations and participate in their activities;
4. to join any international employers' professional organization and participate in its activities

Section 2. Obligations of trade unions and employers' professional organizations

Article 117: Obligations of the trade unions and employers' professional organizations

Any trade union or employers' organization shall:

1. keep a register of members and their respective contributions;
2. present to members or their representatives a report on activities and use of financial resources in accordance with the provisions of their constitutions;

Article 118: Provisions applicable to federations, confederations and unions

The provisions of Title seven (7) of this Law shall also apply to federations, confederations and unions as well as for employees and employers.

Title VIII. LABOUR CONVENTIONS AND INTERNAL RULES AND REGULATIONS GOVERNING WORKERS

Chapter ONE. LABOUR CONVENTIONS AND COLLECTIVE AGREEMENTS

Section ONE. Conclusion of labour collective conventions

Article 119: Form of labour collective convention

Labour collective conventions shall be entered into in a document specifying the working conditions and duly prepared in one of official languages, otherwise it shall be null and void.

Such an agreement is entered into between:

- a) on one hand, one or several registered trade unions;
- b) on the other hand:
 - (i) one or several employers;
 - (ii) one or several registered employers' organizations;
 - (iii) One or several employers and one or several employers' organizations.

Article 120: Content of labour collective conventions

Labour collective conventions shall contain elements relating to the following:

- a) conditions of hiring and dismissing workers;
- b) worker's right of affiliation with a trade union or freedom of opinion;

- c) definition of the professional categories;
- d) the salary applicable to each professional category, modalities for extra hours and the rate of remuneration of overtime, the duration of the probation period and notice;
- e) the staff representatives;
- f) the paid leaves, seniority allowance and transport allowance;
- g) the conditions of revision, modification and refusal of all or part of the convention.

The collective convention can also include:

- a) amount and mode of computing assiduity allowances, allowances for professional and other comparable fees, basket allowances, increments for hard or dangerous works;
- b) organization and functioning of the training and the professional training aimed at starting a given activity;
- c) conditions of employment in short limited time and of remuneration for some categories of the staff;
- d) organization of workers' social welfare within the same firm as well as the financial contribution to other organizations supporting workers;
- e) establishing ways as to how the following works are to be performed: shift work, work during weekly resting and work during the holidays;
- f) conventional procedures for settling disputes likely to arise between workers and employers bound by the convention.

Article 121: Collective negotiation

Upon request by the trade union or by employers' professional organization, the collective convention is negotiated within a joint commission convened by the Minister in charge of labour or his/her representative to agree on working relations between employers and employees of one or more categories of activities at national level.

Such a commission is made up of an equal number of employers' and workers' organizations.

Representatives of the Labour Administration shall participate in that meeting in a consultative capacity.

Operating rules for such a commission are determined by internal rules and regulations to be worked out and adopted by the two parties.

Article 122: Trade union representing a large number of workers

An order of the Minister in charge of Labour shall allow a trade union to officially represent a large

number of employees for a period of three (3) years basing of the following:

1. the results from election of those representatives of workers;
2. the independence of the trade union;
3. the number of members of the trade union shall be approved following the amount of contributions paid.

Article 123: Employers' professional organization representing a big number of employers

An order of the Minister in charge of Labour shall determine official representation of a big number of employers by a professional organization for a period of three (3) years basing of the following:

- 1° the results from election of those representing employers;
- 2° the independence of the employers' professional organization;
- 3° the number of members of the employers' professional organization approved following the amount of contributions paid.

Article 124: Checking registers

A trade union or an employers' professional organization requesting to officially represent a big number of workers or employers shall allow the Labour Administration to check the registers of their members and property.

Article 125: Implementation of the labour collective convention

A collective convention may include provisions that are more favourable for employee than those of laws and regulations in force. However, it may not contradict provisions to enforce law and order.

Employer and worker 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 collective convention came into effect, they must be replaced by provisions of the collective convention. Contractual provisions that are more favourable for the workers remain granted.

Collective conventions shall allow for an appropriate procedure to settle disagreements likely to arise from their implementation.

Article 126: Those bound by collective convention

Collective convention shall be binding on him/her who has personally signed the collective convention or him/her who joined the trade union or employers' professional organization.

The convention shall also bind the trade union or employers' professional organization which agreed to it and those who joined them as long as the convention is still in force.

Article 127: Scope of application

Labour collective conventions shall determine those they apply to, the professional categories they govern and the limits within which they remain valid.

Article 128: Duration of the labour collective convention

The labour collective convention shall be for a specified or unspecified period of time. Where there are no contrary provisions, the convention for a specified period that expires shall remain effective as if it was a convention for unspecified period.

Article 129: Registration of collective convention

After conclusion, labour collective convention shall be deposited with the clerk of the court competent in labour related matters of the area of conclusion for registration.

Labour convention shall be submitted in five (5) original copies by one of the parties which shall immediately be furnished with acknowledgement of receipt.

Article 130: Notification of collective convention

In seven (7) working days following the submission, the Chief Registrar of the court, shall notify in writing, with the original copy of the convention appended thereto, to the Minister having Labour within his/her attributions with a copy to the Labour Inspector of the area in which the convention was signed by the two parties.

One original copy shall be kept in the court registry.

Article 131: Commencement of collective convention

Collective convention shall come into force within the period specified in Article 130 of this Law unless stipulated otherwise by the convention.

Article 132: Display of collective convention

The employer bound by a convention shall, after its entry into force, display it in a place established for that matter.

A copy of the text of the collective convention shall be given to the workers' delegates and representatives of the trade union within the institution.

Section 2. Extension of collective convention**Article 133: Extension of the collective convention**

The collective convention applicable to at least two thirds (2/3) of the number of workers or employers representing the majority of the category of profession may be subject to extension.

Upon request by the majority of the concerned trade union or employer's organizations, party to the convention or not, or upon his/her own initiative, the Minister having Labour within his/her attributions may decide that all or some of the provisions of a collective convention bind all employers and workers of the concerned area and professional category.

Article 134: Application of the extended collective convention

The collective convention extended by the Minister having Labour within his/her attributions shall apply to any worker and employer within the concerned area and profession, in accordance with the period and procedure stipulated in the convention.

Section 3. Suppression of and exemption from the application of extended collective convention**Article 135: Request for exemption of application of the extended collective convention**

The Minister in charge of labour may, upon proposal by the concerned parties or on his/her own initiative, institute an Order suppressing the extension of the collective convention or some of its provisions.

Article 136: Request for exemption of application of the extended collective convention

Every party bound by the application of the extension of a collective convention may request for exemption from this application to the Minister in charge of Labour indicating the reasons thereof. The Minister shall have extensive powers to take a decision after seeking opinions of the parties concerned.

The Minister shall also forward a copy authorizing exemption for one of the parties to the concerned.

Chapter 2. EMPLOYEES' INTERNAL REGULATIONS**Article 137: Internal rules and regulations within the firm**

Internal rules and regulations shall be required for every firm with more than ten (10) workers. These rules and regulations shall be written in Kinyarwanda and in one of the other official languages. In institutions with several branches, specific governing provisions may be made for each branch.

Article 138: Content of internal rules and regulations

Internal rules and regulations shall be established by the firm manager after consultation with the workers' delegates. The content is mainly limited to rules relating to technical organization of work, discipline, provisions concerning health and the security at workplace.

Title IX. LABOUR DISPUTES**Chapter ONE. LABOUR DISPUTES SETTLEMENT**

Section ONE. LABOUR DISPUTES SETTLEMENT

Article 140: Settlement of individual labour dispute

Should there be any individual labour dispute between a worker and an employer; the concerned party shall request the workers' delegate to settle it amicably.

Where the workers' delegates fail to settle the dispute, the concerned party shall refer the matter to the Labour Inspector for an out-of-court settlement.

When conciliation efforts fail, the dispute may be taken before the competent court.

When all the steps referred to above have not gone through, the court may declare the claim inadmissible.

Article 141: Labour Inspector's powers to settle individual labour disputes

Where necessary, the Labour Inspector may:

1. conduct inspection in the establishment where the dispute has arisen;
2. question any person likely to possess information relating to the dispute to be settled;
3. invite any person who can assist in settling the dispute amicably;
4. request invitee to take oath as to whether his/ her testimony shall be truth worthy;

Article 142: Prescription of claim

Prescription for all claims arising from disagreement on employment contract between two parties under this Law shall be of two (2) years as of the beginning of the disagreement.

The prescription period shall cease to be computed when the workers' delegate and the Labour Inspector have requested for amicable settlement or when the claim has been referred to a court.

Section 2. Collective labour disputes

Article 143: Settlement of collective labour disputes

Any collective labour dispute is immediately notified by the parties to the competent Labour Inspector of the area.

When the dispute extends beyond one area, it is directly brought before the Minister having labour within his/her attributions.

Collective labour dispute shall be settled as follows:

The two parties are invited within seven (7) days by the Labour Inspector or by the Minister having Labour within his/her attributions for conciliation. The two parties can be represented or assisted.

When a party doesn't appear or is not represented, the Labour Inspector or the Minister having Labour within his/her attributions invites it again within five (5) days, where this party fails to appear a decision shall be taken.

Minutes of conciliation to settle a dispute shall be taken and signed by the two parties that receive each a copy thereof. The original of the minutes shall be submitted to the clerk of the competent court in a period not exceeding 15 days. Such conciliation shall be mandatory and become enforceable on the day of its submission to the clerk of the competent court.

Article 144: Referral to the arbitration committee

In case of non conciliation, the minutes prepared by the Minister having Labour within his/her attributions or the Labour Inspector are forwarded to the National Labour Council that must set up an arbitration committee to resolve these collective labour disputes.

Article 145: Functioning of the arbitration committee

Modalities for the establishment and functioning of the arbitration committee are determined by a particular regulation issued by the National Labour Council.

Article 146: Powers of the arbitration committee

The arbitration committee has the power to ask the concerned employer or employees for any information likely to help in resolving the dispute.

Article 147: Decisions by the arbitration committee

The arbitration committee shall be independent to take decisions based on the existing laws and collective conventions.

In case of silence of law and collective conventions, the committee shall decide in equity on the disputes.

Article 148: Implementing decisions of the arbitration committee

The decision of the arbitration committee notified to the two parties by the Minister having Labour within his/her attributions or the Labour Inspector of the area, shall be immediately enforceable save where there is appeal or opposition before the competent court of labour by any of the parties within thirty (30) days of the notification of the decision.

Article 149: Interpretation of collective convention

When the decision by the arbitration committee or adjudication relates to the interpretation of a clause of a collective convention, such a decision and court award shall have the same effects as those of a collective convention.

Article 150: Notification of the decisions

A conciliation notice on amicable dispute settlement or the decision of the arbitration committee on collective labour dispute shall be submitted to the office of the clerk of competent Court and to the labour inspectorate with a copy to any party who so wishes.

Section 3. Right to strike and lock out**Article 151: Exercise of rights to strike and lock out**

Workers have the right to strike; likewise, employers have the right to lock out in the event the provisions of this Law are complied with.

In any case, strike is forbidden for workers and employers are not allowed to lock out before the end of procedures fixed by this Law or when in breach of a resolution of conciliation on collective disputes or a court verdict while it is enforceable.

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

1. the arbitration committee has exceeded fifteen (15) days without taking decision;
2. the conciliation resolution on collective dispute or the court award being enforceable, has not been implemented.

In all cases, the strike or lock out shall be preceded by a four (4) day notice period.

Article 152: Decision on illegal strike or lock out

The competent court shall decide whether the strike or lock out is illegal.

Article 153: Consequences of illegal strike

Where it is established that the workers' strike is illegal, the following consequences may affect them:

1. compensation for the damages deliberately caused to goods and equipment;
2. legal action against workers, trade union, federations or union of workers which are directly implicated or indirectly involved in those acts.

Article 154: Consequences of illegal lock out

Where it is established that there has been illegal lock-out by employer, the latter may:

1. be forced to pay workers for days they were forced out of work;

2. be subject to withdrawal, for six months, of the right to take part in public tenders;
3. be subject to removal of his/her name from the register of trade in case of persistent lock out.

Article 155: Exercising the right to strike in indispensable services

The exercise of the right to strike for indispensable services must follow the particular procedures permitting the maintenance of the necessary minimum service for the security of people and their goods.

An order of the Minister having labour in his/her attributions shall determine those indispensable services that should not stop and the terms and conditions of exercising the right to strike in these services.

Title X. ADMINISTRATIVE ORGANS AND MEANS OF CONTROL

Chapter ONE. LABOUR ADMINISTRATIVE ORGANS

Section One. Labour Directorate and Social Security

Article 156: Labour Directorate

Being a Central Administration body, the Labour Directorate is an organ of public administration in charge of designing, carrying out and implementing the national policy and legislation governing employment.

Article 157: Mission of the Labour Inspectorate

The labour inspectorate is an organ which is dependent on the Labour Directorate at national level. It shall operate at national or district level. It is tasked with monitoring compliance with the labour code and the provisions of collective conventions as well as social security laws.

The Labour inspector shall draft a report on all such activities that are contrary to the provisions of the labour code and the social security.

He /she or she has the mission to inform and advise in matters relating to labour law.

Article 158: Labour Inspector's powers

Where the Labour Inspector shows his/her office's documentary evidence, he/she may:

- 1) enter, during working hours whether at night or during the day, any firm of his/her area for

inspection;

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

(a) question, alone or before witnesses, an employer or workers on all issues relating to the institution's compliance with the laws and regulations in force;

(b) request to see whether the registers and other documents are kept in such a manner as provided for by the labour law. The Labour Inspector shall be given a copy of any document upon request;

(c) order to display in the firm notices provided for by the law;

(d) take with him/her some of the substances of the firm in the presence of the employer or his/her representative for analysis of their nature. The expense deriving from this analysis is charged to Government.

When it is established that these substances may be harmful to health, protection measures shall be taken.

3. collect, analyse and make forecasts for labour statistics in his/her area.

Article 159: Functioning of Labour Inspector

An order of the Minister holding Labour within his/her attributions shall determine the modalities of the functioning of the Labour Inspector.

Article 160: Powers of the Labour Director in relation to Labour Inspection

The Director having Labour Administration in his/her attributions may exercise the powers assigned to the Labour Inspector by this Law.

Section 2. Workers' representatives

Article 161: Mission of the workers' representatives

Workers' representatives are elected in firms employing at least ten (10) workers.

Those representatives have the following mission:

1. to inform the employer of individual and collective claims relating to work;
2. to submit to the labour inspectorate any claim or any issue relating to application of the laws;
3. to ensure that laws relating to worker's health and protection against accidents are complied with and

advise on compliance;

4. to contribute ideas on the plan for staff compression and criteria to be used due to job shortage or that employer has planned to restructure the functioning of firm;

5. to communicate to the employer all useful suggestions aimed at the firm's better functioning and output improvement.

The existence of workers' delegates and trade union within a firm does not infringe on a worker's right to submit his/her own claims and advise employer on the smooth running of the work. The existence of workers' delegates and trade union within a firm does not infringe on the performance of each party.

Article 162: Election of workers' representatives

An order of the Minister with Labour in his/ her attributions shall determine the modalities of election workers' representatives and fulfilment of their duties.

Article 163: National Labour Council

A National Labour Council is hereby established. An order of the Prime Minister shall determine its mission, structure and functioning.

Chapter 3. MEANS OF CONTROLLING FIRMS

Section One. Declaration of the workers

Article 164: Declaration of workers

Any employer of the salaried manpower must provide an initial declaration of information relating to the situation of his/her workers to the office of the labour inspectorate oh his/her area.

Article 165: The employer must keep a register of workers indicating at any time the changes made and space reserved for the pieces of observations and advice given by the Labour Inspector.

The employer must keep a register of workers indicating at any time the changes made and space reserved for the pieces of observations and advice given by the Labour Inspector.

Article 166: Modalities of declaration

An order of the Minister having Labour in his/ her attributions shall determine modalities of declaration of enterprise, declaration of the workers and the nature of the register of the employer.

Title XI. PENALTIES

Article 167: Penalties for forced labour

Subject to the provisions of the Penal Code of Rwanda, any person found guilty of the offence referred to in article 8 of this Law shall be liable to an imprisonment from three (3) years to five (5) years or for a fine from five hundred thousand (RwF 500,000) to two million Rwandan Francs (RwF 2,000,000) or one of these penalties.

Article 168: Penalties for worst forms of child labour

Subject to the provisions of the Penal Code of Rwanda, a person found guilty of the offence referred to in article 72 of this Law, shall be liable to a term of imprisonment ranging from six (6) months to twenty (20) years and a fine of five hundred thousand (RwF 500,000) to five million (RwF 5,000,000) Rwandan francs or to one of these penalties.

Article 169: General penalties

Subject to the provisions of the Penal Code of Rwanda and to those of Articles 167 and 168 of this Law, any person acting contrary to the provisions of this Law shall be liable to a term of imprisonment not exceeding two (2) months and a fine ranging from fifty thousand (RwF 50,000) to three hundred thousand (RwF 300,000) Rwandan Francs, or to one of these penalties.

Article 169: General penalties

Subject to the provisions of the Penal Code of Rwanda and to those of Articles 167 and 168 of this Law, any person acting contrary to the provisions of this Law shall be liable to a term of imprisonment not exceeding two (2) months and a fine ranging from fifty thousand (RwF 50,000) to three hundred thousand (RwF 300,000) Rwandan Francs, or to one of these penalties.

Article 169: General penalties

Subject to the provisions of the Penal Code of Rwanda and to those of Articles 167 and 168 of this Law, any person acting contrary to the provisions of this Law shall be liable to a term of imprisonment not exceeding two (2) months and a fine ranging from fifty thousand (RwF 50,000) to three hundred thousand (RwF 300,000) Rwandan Francs, or to one of these penalties.

Article 169: General penalties

Subject to the provisions of the Penal Code of Rwanda and to those of Articles 167 and 168 of this Law, any person acting contrary to the provisions of this Law shall be liable to a term of imprisonment not exceeding two (2) months and a fine ranging from fifty thousand (RwF 50,000) to three hundred thousand (RwF 300,000) Rwandan Francs, or to one of these penalties.

Title XII. TRANSITIONAL AND FINAL PROVISIONS

Article 170: Transitional provisions

The provisions of this law are legally binding for all ongoing employment contracts.

Any clause of an ongoing employment contract contrary to the provisions of this Law must be modified within six (6) months as of the date on which this Law comes into force.

This Law shall not cause termination of ongoing employment contracts.

Article 171: Repealing of inconsistent provisions

Law n° 51/2001 of the 30/12/2001 establishing the Labour Code and all other previous legal provisions inconsistent with this Law are hereby repealed.

Article 172: Drafting and consideration of this Law

This Law was prepared in French and was considered and adopted in Kinyarwanda.

Article 173: Commencement

This Law shall come into force on the day of its publication in the Official Gazette of the Republic of Rwanda.

Kigali, on 27/05/2009