



Human Resources Policy

POLICY NO.

001

Centre de Recherche sur l'Anti-Corruption (CERC)

CERC policies and procedures

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Definitions



- **Employer:** the legal entity registered in the Democratic Republic of the Congo: the Centre de Recherche sur l'Anti-Corruption (CERC).
- **Project:** an activity predefined by the employer.
- **Employee:** a person working for CERC under an employment contract governed by Congolese law.

Dependants: for the purpose of the non-statutory benefits offered by the Centre de Recherche sur l'Anti-Corruption, the employer limits its liability by restricting the definition of the employee's dependants to the employee's spouse and children only. The following are included:

- the legal spouse;
- family members, where the separation results from the nature of the work, force majeure, an act of the employer or custom;
- unmarried couples living together as spouses, provided they can prove it with an official document;
- children up to the age of 18, or up to 25 if attending an educational establishment in the Democratic Republic of the Congo;
- children who are physically or mentally dependent on the employee.
- **Relocated staff member:** a staff member who has left their usual place of residence, at the employer's request, to work in another place, without making the new place of work their permanent residence or taking their family with them.
- **Employment contract:** the agreement concluded between the employer and the employee governing their individual working relationship and the terms of employment.
- **Gross annual salary:** 12 × the gross monthly salary.
- **Gross monthly salary:** the amount specified in the salary scale in force, plus the seniority level based on recognised experience that applies to the employee. Employees who do not work full time are entitled to a proportional share of this gross monthly salary.

- **Net salary:** gross monthly or annual salary, less social security contributions and taxes.
- **Occupational accident:** an occupational accident is any accident, whatever its cause, that happens to a worker as a result of or in the course of work, whether or not the worker was at fault. An accident that happens to a worker on the way from their residence, or from the place where they usually take their meals, to the place where they work or receive their pay, and back, is also considered an occupational accident, provided the journey has not been interrupted or diverted for a reason dictated by personal interest or unrelated to the job. The same applies to accidents that happen during journeys whose costs are borne by the employer.
- **Incapacity:** a situation, established by a doctor duly registered with the Medical Council, in which an employee is unable to do their work, in part or in full, because of illness, mental disorder or physical impairment.
- **Redundancy (dismissal for economic reasons):** dismissal based on the operational needs of the organisation or the department for economic reasons, in particular a reduction in the organisation's activity or an internal reorganisation.
- **CERC property:** any assets, materials or equipment of the employer, for example vehicles, telephones, computers, project stocks, etc.
- **Spouse or first-degree relative of the employee:** father, mother, husband or wife, child.
- **Second-degree relative of the employee:** brothers or sisters, aunts, uncles, parents-in-law, grandparents and grandchildren.
- **Working day:** a day of the week on which work is permitted, namely every day of the week except Sunday and statutory public holidays.
- **Seniority:** the period of time worked with CERC, starting from the date of signature of the earliest contract, without interruption.

- **Experience:** recognised experience is the working time counted in a given position. This calculation is labelled “seniority” on the payslip.
- **Force majeure:** force majeure exists when the event that has occurred is unforeseeable, unavoidable, not attributable to either party and makes it absolutely impossible to perform the contractual obligations. A case of force majeure is established by the labour inspector (definition in the 2002 Labour Code, article 57).

Where the masculine pronoun is used in the French original, it should, where applicable, be understood as referring to men and women alike.

Chapter I – Employment relations

ARTICLE 1.1

Scope

1. These internal regulations come into force eight (8) days after they are posted and apply until further notice.
2. These internal regulations replace all previous internal regulations, in particular the latest versions dated 16 April 2017 and their respective amendments, and invalidate them from the date on which these regulations take effect.
3. These internal regulations apply to every member of the employer’s staff performing their employment contract within CERC.

ARTICLE 1.2

Interpretation of the rules

1. These internal regulations are written in French.
2. In case of a problem of interpretation, the Executive Management decides in accordance with the principles of reasonableness and fairness.
3. These internal regulations are read and interpreted in accordance with the laws of the Democratic Republic of the Congo.
4. These internal regulations may in no case be interpreted in a way that sets the law aside. In the event of a conflict between the internal regulations and the law in force, the mandatory provisions of the law prevail.

ARTICLE 1.3

General duties of the employee

1. The employee performs their duties to the best of their ability and complies with all directives and instructions of the employer, as defined in particular, but not exclusively, in these internal regulations.
2. The employee is not authorised to make any statement whatsoever about their work, or in their capacity as an employee, to the press, in the media or on websites or blogs without the prior authorisation of the Director of CERC.
3. Workers are not authorised to bring persons from outside CERC onto its premises without a work-related reason or without the authorisation of their line manager, evidenced by an endorsed visitor’s pass.

ARTICLE 1.4

CERC property

1. The employee is not authorised to use the employer’s property for personal, private or commercial purposes, or for any purpose other than that for which it is intended.
2. The employee must take proper care of the property entrusted to them by the employer for professional use in their assignment. The employee is required to report any damage to that property to their direct supervisor.
3. It is strictly forbidden to remove or borrow any of the employer’s property without the prior approval of the Director of the department concerned.
4. The employee may in no circumstances use their position within CERC to give, grant, offer, request, accept or secure, whether for themselves or for a third party, gifts, favours or any other benefit, or any favour incompatible with the principle of integrity and ethics at work.
5. On termination of the employment contract or resignation of the employee, the employee returns all property to the employer before payment of the full and final salary.

ARTICLE 1.5

Employment contract

1. Every employment contract must be in writing.
2. The employment contract is concluded for a fixed or an indefinite term.

3. The employee receives a copy of the signed contract and of the corresponding annexes, namely: (a) the job description; (b) the staff internal regulations.
4. By signing the employment contract, the employee declares that they have read the content of the employment contract and of all the corresponding documents referred to in paragraph 3, and that they accept them.
5. Any employee whose language skills are not sufficient to understand the written employment contract must receive the support of a staff representative or staff member, who signs the contract as a witness.
6. The employer respects the rights of minors and undertakes not to recruit staff who have not reached the legal minimum working age.
7. The employment contract is governed by local law. In the event of a conflict between the employment contract and the law in force, the mandatory provisions of the law prevail.
8. The employer reserves the right to change the employee's tasks or position within the organisation, according to the employee's qualifications and the organisation's needs, during the contract period.

ARTICLE 1.6**Probation period**

1. The employment contract includes a probation period. Its length is determined as follows, according to the job profile and the level of the position: level 1: 1 month; level 2: 3 months; level 3: 6 months.
2. The employer applies only one probation period per employee per position.
3. During the probation period, either party may terminate the contract at any time by giving the other party a written statement to that effect, under the conditions provided for by law.
4. If, during the probation period, illness, an accident or the performance of a non-work legal obligation imposed on the employee makes it impossible for them to work, the probation period is extended by the length of the absence in question.

ARTICLE 1.7**Performance appraisal**

1. An employee with a contract of six months or more is entitled to a formal appraisal of their performance in their position at least every 12 months, or at the end of the employment contract if that comes first.
2. Additional performance appraisals may be conducted in the meantime if the employer considers it necessary.
3. All supervisors must conduct a performance appraisal of each of the employees under their responsibility.

ARTICLE 1.8**Confidentiality**

During and after the employment contract, the employee undertakes not to disclose any information obtained in the course of their duties that they know, or could reasonably know, may not be disclosed, however the employee obtained such information.

ARTICLE 1.9**Notification of absence**

1. If the employee is unable to perform their duties for any reason, they inform their supervisor.
2. Any absence not justified within 48 hours by appropriate supporting evidence (medical certificate, child's birth certificate, relative's death certificate, etc.) is treated as an unauthorised absence and is not paid.
3. The employee must, as far as possible, inform their immediate supervisor of their absence before the scheduled start of work, so that a replacement can be arranged.
4. The employee must justify their absence and, if possible, give the likely date of their return to work. If the employee is not staying at their home address during their absence, they inform their supervisor of where they are.
5. Before fully resuming work, the employee contacts their immediate supervisor, by telephone or in person, on the working day before the scheduled date of their return to work.
6. Whether or not such leave is authorised, employees are not entitled to choose their replacement.

7. Any worker irregularly absent for more than six (6) days may be considered to have abandoned their post. A report of abandonment of post is then drawn up and notified to the labour inspector.
8. As a rule, the employee arranges visits to a general practitioner, dentist, specialist, etc. outside working hours.

ARTICLE 1.10**Certificate of fitness for work and medical examination**

1. Fitness for work is established on recruitment by a certificate of fitness for work issued by a doctor duly registered with the Medical Council.
2. Concealment of any physical or mental limitation of which the employee was aware when signing the employment contract may lead to termination of the employment contract, if the employee knew or could have known that this physical or mental limitation could hinder the performance of their duties.

ARTICLE 1.11**Additional activities**

Employees on full-time employment contracts are not authorised to work for other employers without the prior authorisation of the Executive Director or the Head of Personnel.

ARTICLE 1.12**End of the employment contract**

1. The employment contract ends when:
 - the period or term specified in the employment contract has expired;
 - the employer or the employee gives notice of termination of the contract under the conditions provided for by law;
 - the employee retires;
 - the employee dies.
2. The employer and the employee observe all legal rules on notice with regard to the provisions of paragraph 1. Where the contract is terminated during the first three days of the probation period, the contract (indefinite or fixed-term) may be terminated without notice, full pay being due for any day begun.

3. For a fixed-term contract, after the probation period, neither the employer nor the employee may end the contract before the expiry of the term set in the contract. In the event of early termination by the employer, the employee receives compensation equal to the pay they would have received for the period remaining until the end of their contract. In the event of early termination by the employee, the employee must give at least three (3) working days' notice.
4. For an indefinite-term contract, after the probation period, the length of the notice of termination to be given by the employer is set according to the classifications of the 2017 job grading scale (see the table below).

Job levels	Basic notice	Increase
Levels 1 to 5	14 days	This period is increased by seven (7) working days for each full year of continuous service, counted from date to date.
Levels 6 to 8	1 month (22 days)	This period is increased by nine (9) working days for each full year of continuous service, counted from date to date.
Levels 9 to 15	3 months (66 days)	This period is increased by sixteen (16) working days for each full year of continuous service, counted from date to date.

5. The notice given by the worker is half the notice the employer would have had to give had it taken the initiative of termination.

6. Where the employee does not work all or part of their notice at CERC's request, they receive pay in lieu of notice. The amount of this payment equals the total pay the employee would have received during the unworked notice period, excluding attendance-related allowances (night allowance, transport, etc.). However, if the employee leaves CERC before half of their notice has elapsed, they lose the right to pay for the remaining notice period.
7. Job-seeking days: where the contract is terminated at the employer's initiative, the employee is entitled, during the notice period, to one day off per week on full pay to look for a job. These absences are taken as full or half days set by mutual agreement between CERC and the employee. CERC may ask for evidence of job-seeking.

If CERC releases the worker from working their notice, these job-seeking days are not due.

ARTICLE 1.13

Arrangements on termination

1. On termination of the employment contract, the employee and the employer sign an agreement stating that both parties mutually discharge each other of what they claim or are entitled to in connection with the employment or its termination.
2. The final settlement receipt states the amount of these sums. It is given to the employee when the contract ends.
3. When the contract ends, for whatever reason, CERC gives the worker a certificate of service stating the nature and length of the services performed, the start and end dates of service and their registration number with the National Social Security Fund (CNSS). No other information may be added.
4. In the event of redundancy, termination following illness or an accident, or retirement, articles 1.14, 1.15 and 7.1 of these regulations apply. For any other ground of termination, CERC follows the procedures laid down by law.

ARTICLE 1.14

Redundancy

1. In the event of restructuring or closure of a programme or activity, the employer puts in place a social plan for its employees.
2. A social plan within the meaning of paragraph 1 may include severance pay not exceeding one month of the employee's last salary for each full twelve-month period of work, up to a maximum of ten months' pay.
3. In accordance with article 62 of the Labour Code, an indefinite-term contract may be terminated at the employer's initiative for a valid reason based on the operational needs of the enterprise, establishment or department.
4. No severance pay is granted to an employee who has resigned voluntarily or has been dismissed for misconduct.
5. The employer deals with each case of redundancy individually, in compliance with the provisions of paragraph 2.

ARTICLE 1.15

Retirement

1. The retirement age for workers in the DRC is set at 65 for men and 60 for women.
2. At the end of the contract, CERC pays, according to the calculation most favourable to the employee: either pay in lieu of notice as it would be paid in the event of redundancy where notice is not worked, or an additional payment equal to one month of the last salary (basic salary plus seniority, excluding any bonus or allowance) for each full 12-month period of work.

Chapter II – Working time

ARTICLE 2.1

Working time and hours

1. Normal working time is 45 hours per week for full-time employment.

2. The employment contract may depart from paragraph 1, with attendance time longer than working time, for the following positions: domestic staff (54 hours per week); guards (60 hours per week). These attendance times are considered equivalent to the statutory working time and are paid on the basis of 8 hours of actual work per day.
3. As a rule, work is carried out on the working days and during the working hours usually observed at the workplace. In each establishment or part of an establishment, working hours are communicated to staff by schedules posted at the workplace concerned.
4. A full working day comprises 8 paid hours plus an unpaid break of up to 60 minutes.
5. For employees working in rotation and in emergencies, the number of hours actually worked may be raised to ten hours per day, provided that the monthly average weekly working time corresponds to the normal working time set out in paragraphs 1 and 2.
6. Every worker must have, in each seven-day period, a rest of at least 48 consecutive hours. Where this is not possible on Saturday for operational reasons, the rest may be taken on Monday or, in some cases, on another day of the week.
7. In view of the demands and constraints, and the security or organisational requirements of each department, workers may be required, on a temporary basis, to work fewer than 45 hours per week. These exceptions, even if they become habitual, remain temporary and exceptional, and the employer reserves the right at any time to require the full working hours to be worked.
8. Some employees may be required to be on call. On-call time is the period during which the employee must remain reachable and available so as to be able to intervene quickly to perform work for CERC. On-call duties are allocated by a posted schedule.

ARTICLE 2.2

Overtime

1. Overtime worked at the employer's request, including overtime worked on a weekly rest day, is compensated by paid time off in lieu, taken in the current month or the month following the one in which the overtime was worked, to safeguard employees' well-being. The organisation of time off in lieu is the responsibility of the Head of Personnel.
2. The employer may, where necessary, ask the employee to work overtime outside the agreed working period. The employer takes the employee's interests into account as far as possible and, if possible, informs the employee in advance of the additional work to be done.
3. Hours worked beyond the statutory working time referred to in article 2.1 above, and subject to the exceptions, are considered overtime. To be taken into account, overtime must have been expressly requested and authorised in advance by the Executive Director.
4. Hours worked outside working hours or on rest days are not automatically overtime as long as actual working time does not exceed the statutory working time.
5. Overtime may be paid as follows: a 30% premium for each of the first six hours worked beyond the statutory weekly working time or the time considered equivalent; 60% for each subsequent hour; 100% for each hour of overtime worked on the weekly rest day (the seventh consecutive day worked).
6. For work on a public holiday, normal pay is increased by 100%, as provided for by law.
7. Senior staff (level 9 and above in CERC's job grading scale) are considered to hold managerial positions and therefore receive no compensation for overtime.

Chapter III – Remuneration

ARTICLE 3.1

Salary

1. Positions are classified into several categories in the employer's job grading scale. The job grading scale may be revised to include new positions or to readjust positions and categories in line with operational constraints. Each category in the scale corresponds to a salary level.
2. Each employee's salary varies according to their seniority at CERC, irrespective of the position held, but according to the job category:
 - when a worker moves up to a higher category in the job grading scale, their new salary is calculated according to their years of experience in that new category;
 - the seniority increase is calculated at a rate of 5% of the category's basic salary (N+0), on a linear basis, for each completed period of twelve (12) months of service with CERC, up to a limit of 10 completed years, irrespective of the employee's working pattern (part-time or full-time);
 - after 10 years, the seniority increase rate is 3%.
3. The initial gross salary equals the reference salary plus the step.
4. The employer periodically determines whether salaries can be adjusted and decides on the percentage of adjustment in the light of inflation, labour-market practice and its operational needs.
5. The following (taxable) item forms part of remuneration: non-statutory family allowances.
6. The following ancillary (non-taxable) items do not form part of remuneration: healthcare; housing allowance; statutory family allowances; transport allowance.

ARTICLE 3.2

Salary payment procedure

1. Salaries are paid on a working day at the end of each month, subject to circumstances or emergencies, and at the latest within six days after the period to which they relate.
2. Salaries are paid in the legal tender of the Democratic Republic of the Congo.

3. The employer pays salaries as far as possible by bank transfer, through an alternative banking system or by secure mobile-phone transfer. In the exceptional case where payments are made otherwise, the employee must sign a receipt for each payment received from the employer.
4. The employer pays no salary in kind.

ARTICLE 3.3

Statutory deductions

As required by law, the employer deducts all of the employee's taxes and social security contributions and pays them to the competent authorities.

Employee CNSS contribution

In accordance with Congolese legislation, CERC contributes on the employee's behalf to the CNSS (National Social Security Fund). The employee's share of the contribution is deducted from the employee's gross pay and paid directly to the CNSS by the employer together with the employer's share. The rate applied to this base is set by law, according to the statutory percentage in force.

Employer CNSS contribution

In accordance with Congolese legislation, CERC pays an employer's share of this contribution to the CNSS, at a rate set by law. By definition, this share is not charged to the employee's salary but is borne by CERC.

IPR (professional tax on remuneration)

In accordance with the legislation in force, CERC withholds from the employee's pay a contribution that it pays to the DGI (Directorate-General for Taxation) as IPR. This contribution is deducted from the employee's gross pay (annual salary and bonus) and paid directly to the DGI by the employer.

ARTICLE 3.4

Salary advances

1. The employer may pay a salary advance in the middle of the month, provided it does not exceed 50% of the basic net salary, and not before the 15th of the month.
2. The amount advanced is deducted from the salary at the end of the month in which the advance was paid.
3. Depending on operational needs, the mid-month payment may be brought forward, postponed or cancelled by decision of the administration.
4. No other form of advance or credit is granted by CERC.

Chapter IV – Allowances and other benefits

ARTICLE 4.1

Travel allowance

1. Where the employee must travel away from their usual place of work, at the employer's request and in the course of their duties, for at least one night, the employer covers all transport, meal and accommodation costs for the duration of the trip, either by providing them directly or through a predefined allowance.
2. Accommodation costs are borne by CERC, which arranges and pays for the employee's accommodation directly. If the employee chooses accommodation other than that arranged by CERC, that accommodation is at their own expense.
3. Where CERC advances accommodation costs to the employee, supporting documents are required from the employee.

ARTICLE 4.2

Healthcare benefits

1. The employer provides medical cover for all its employees and their dependants, in accordance with CERC's health policy and Congolese legislation.
2. When signing their employment contract, the employee is responsible for registering all their dependants with a health mutual. To do so, they must present all the official documents requested (birth certificate, marriage certificate, school attendance certificate, etc.). They must inform the employer of any change in their family composition. Any false declaration or failure to report a change in family composition may constitute misconduct within the meaning of chapter VIII of these regulations.

Chapter V – Holidays and leave

ARTICLE 5.1

Annual leave

1. A full-time employee is entitled to 12 working days of annual leave per calendar year. This is increased by one working day for every five years of seniority. It is calculated pro rata for part-time employees.

2. Employees in service for only part of the calendar year are entitled to a proportional share of the annual paid leave.
3. The employee is not entitled to take annual leave during their probation period. They may, however, take special leave during their probation period under the provisions of article 5.3. The probation period is taken into account in calculating accrued leave.
4. The employee takes their annual leave as far as possible in the calendar year concerned, and the manager ensures that the conditions are in place for the employee to take it effectively.
5. The date of leave is set by mutual agreement, although leave may not actually be taken more than six months after the date on which the entitlement arises; the manager ensures that the conditions are in place for the employee to take it effectively.
6. The worker may carry over no more than half of their leave over a two-year period.
7. If a public holiday falls during leave taken by the employee, that day is not deducted from their accrued leave entitlement.
8. The worker may not waive this leave. No payment in lieu of leave may be made except on termination of the contract.
9. During leave, the worker is entitled to a leave allowance that replaces pay and equals the pay they receive at the time of going on leave. During leave, the worker and their family are entitled to healthcare, the housing allowance and family allowances. The worker is not, however, entitled to the transport allowance during leave.

ARTICLE 5.2

Public holidays

1. Employees are entitled to paid leave on official public holidays.
2. The exact dates of public holidays are communicated to all employees before the start of the year.
3. The employer respects the employee's legal entitlement to any additional public holidays announced during the calendar year.
4. Where one of the statutory public holidays so determined coincides with a weekly rest day, the corresponding day off is taken on the preceding working day.

ARTICLE 5.3**Special leave**

1. The employee is entitled, on request, to take paid special leave in the following cases:

- a. marriage of the employee: 3 working days;
- b. marriage of the employee's child: 1 working day;
- c. wife giving birth: 2 working days;
- d. death of a husband or wife, child, father or mother: 6 working days;
- e. death of a grandparent, grandchild, brother, sister or parent-in-law: 2 working days.

2. Compassionate and family leave may not be split. It must be taken all at once at the time of the event (except for birth leave: where the father is away from his family, he may combine paternity leave with his annual leave).

3. The employee must present a supporting document (marriage certificate, birth or death certificate) to justify the compassionate or family leave taken; otherwise it is treated as an unjustified absence that may lead to disciplinary action.

4. The employer is only required to pay for compassionate and family leave up to fifteen working days per year.

ARTICLE 5.4**Maternity leave**

- 1. Female employees are entitled to 14 weeks of paid maternity leave. The employer guarantees payment of two-thirds of the last salary during the 14 weeks of maternity leave.
- 2. An employee applying for maternity leave must provide a medical certificate stating the approximate date of delivery.
- 3. Maternity leave begins 6 weeks before the expected date of delivery and continues for 8 weeks after the date of delivery.
- 4. A woman who is breastfeeding her child is entitled to two half-hour breaks a day for breastfeeding. These breaks are paid as working time. The timing of the breaks is agreed between the employee and her line manager, according to the needs of the position she holds.

Chapter VI – Well-being**ARTICLE 6.1****Occupational health and safety**

- 1. The employer does everything in its power to ensure that the working environment and infrastructure comply with all legal and other requirements. These requirements also include the provisions on health and safety in working conditions applicable in the DRC.
- 2. Employees must observe the rules on hygiene and the prevention of occupational accidents and diseases, and comply with the safety instructions and the various protocols in place within CERC.

Chapter VII – Social protection**ARTICLE 7.1****Sick leave insurance**

An employee who, as a result of a work-related accident, is unable to perform their duties in whole or in part is entitled to continued payment of their salary for the duration of their employment contract.

ARTICLE 7.2**Death benefit**

- 1. If the employee's death is work-related, the employer pays, in a single payment, one month of the employee's last salary (basic salary plus seniority, excluding any bonus or allowance) to the survivors who were dependants of the deceased worker.
- 2. On the death of an employee, whether or not work-related, CERC contributes up to 150 US dollars (USD) towards funeral expenses.
- 3. On the death of a recognised dependant, CERC contributes up to 50 US dollars (USD) towards burial costs.

4. If the employee's death is not work-related, the employer pays, in a single payment, two months of the employee's last salary (basic salary plus seniority, excluding any bonus or allowance) to the survivors who were dependants of the deceased worker.
5. The final payment is made in a single instalment to the person holding the right of inheritance, in accordance with the family composition previously submitted to CERC and confirmed by a decision of the Congolese courts.

Chapter VIII – Complaints and sanctions

ARTICLE 8.1

Disciplinary measures

1. Where necessary, the employer may apply the following sanctions to the employee:

- **caution** (or verbal warning): a call to order that may be given to remind the worker of their obligations, following minor misconduct committed through carelessness, inattention, negligence or unintentional non-compliance;
- **reprimand**: a warning notified to the employee in writing, where a failure to meet their obligations or poor performance of work disrupts the functioning of the department or of activities;
- **disciplinary suspension with loss of pay**, in accordance with the legal obligations in force (up to twice fifteen days per year): a temporary suspension of 1 to 15 calendar days, depending on the seriousness of the facts, during which the employee is relieved of their duties and does not receive their pay;
- **dismissal with notice**: it sanctions any serious breach of the rules on discipline, work organisation and safety;
- **dismissal without notice**: it ends the employment contract immediately, without notice, because of a wrongful act that may be classed as gross misconduct, making it impossible to continue the working relationship.

2. Misconduct is any failure, by act or omission, in the performance of the employment contract, to meet an obligation arising from the law or its implementing texts, CERC's internal regulations, established practice or the employment contract. Depending on the context, the same behaviour may have different consequences according to its impact on CERC's work.
3. The employer assesses the seriousness of the misconduct and takes the appropriate sanction, in accordance with the regulations in force. The general rules of discipline apply to every worker, whatever position they hold. Without prejudice to the criminal penalties provided for by law, any worker who commits misconduct may be subject to a disciplinary sanction.
4. The employee is given the opportunity to express their point of view before the sanction is applied.
5. The decision to impose a sanction is taken by the Executive Management, which may delegate this power to the Administrator or to a head of department. The disciplinary sanction takes account in particular of the seriousness and repetition of the misconduct, or of any intention to cause harm behind it. A non-exhaustive list sets out the types of misconduct that may lead to disciplinary action and the possible sanctions; this list is annexed to these internal regulations (annex I).

ARTICLE 8.2

Disciplinary procedure

The disciplinary procedure is set out in an annex (annex II).

ARTICLE 8.3

Complaints procedure

The employer has put in place a complaints procedure, as defined in the "responsible conduct standard", covering discrimination, sexual harassment, assault, violence and incitement to fraudulent acts.

ARTICLE 8.4

Whistleblowing procedure

The employer has put in place a whistleblowing procedure, as defined in the "Whistleblowing Policy", which applies to reports of (suspected) abuse made to the employer or to legal entities connected with the employer.

The procedure does not apply to anonymous reports of (suspected) abuse.

Chapter IX – Staff representation

ARTICLE 9.1

Representation committees

1. The purpose of the workers' representative committee is to enable employees to make known their concerns, opinions and suggestions in relation to CERC. It is a forum in which all employees can, through their representatives, raise important and relevant issues and propose solutions. The workers' representative committee has no decision-making power, which lies with management.
2. CERC organises the election of staff representatives when the workforce of the establishment reaches 20 employees. The number of delegates depends on the size of the establishment: from 10 to fewer than 20 workers: 1 delegate; from 20 to fewer than 100 workers: 3 delegates. The list of elected candidates is filed with the labour inspectorate. The term of office of staff delegates is 3 years, renewable.
3. The staff delegation has 15 to 35 hours per month to carry out its mission. These hours are taken from working time by mutual agreement with CERC.
4. The delegation must meet every three months, chaired by the Executive Director or their representative. The Executive Director or their representative sets the date, time and agenda of the meetings. However, the delegation appoints one of its members, who must be consulted by the Executive Director and who proposes additions to the agenda on behalf of the others. The employer has minutes drawn up for each meeting, which must be signed by all members. A copy of the minutes is sent to the labour inspector within fifteen days.

Chapter X – Final provisions

ARTICLE 10.1

Amendment of the rules

1. The employer has the right to amend or repeal these internal regulations in whole or in part if it has a substantial interest in doing so.
2. The rules are also amended in substance if, and to the extent that, a significant change in local labour legislation justifies it.
3. Before any change to the internal regulations is applied, staff are informed of any new or amended rule or regulation and of its date of application, and are consulted for their opinion if the change is initiated by the employer.

ARTICLE 10.2

Hardship clause

If strict application of the internal regulations results, in individual cases, in a situation in which the employee is disproportionately affected, the employer may decide at its discretion, in the employee's interest, to suspend the application of these internal regulations.

ARTICLE 10.3

Disputes

In the event of a dispute arising from the performance, interpretation or termination of these internal regulations, the parties make every effort to resolve the matter amicably. Failing this, the dispute is referred to the labour inspector, the authority competent to examine the case.

ARTICLE 10.4

Force majeure

In a situation of force majeure, defined as civil unrest, armed conflict, insurrection, obstruction of operations through the intervention of armed persons, or any other event beyond the control of activities or leading to the cessation of operations, these internal regulations and the employment contract automatically cease to be binding.

Annex I – Sanctions and types of misconduct

The following classification cannot be exhaustive and should therefore be taken as a guide.

Caution or verbal warning

A caution or verbal warning will be given in particular, but not exclusively, to a worker who:

- is improperly dressed;
- behaves improperly;
- is late without notice.

Two cautions or verbal warnings (for similar or different misconduct) within a period of 12 consecutive months automatically lead to a reprimand or written warning.

A note recording the caution or warning is placed on the worker's file.

Reprimand or written warning

A reprimand or written warning will be given in particular, but not exclusively, to a worker who:

- a. repeats a minor offence that has already led to a caution;
- b. is dressed in a manner contrary to propriety;
- c. is absent without justification or authorisation for less than one day;
- d. is away on duty without first stating where they are going;
- e. arrives late at the workplace without authorisation;
- f. is late in carrying out work without justification;
- g. performs their work poorly;
- h. refuses to sign the attendance list;
- i. is repeatedly late without justification;
- j. leaves work early without authorisation or justification;
- k. refuses to wear work clothing (where applicable);
- l. brings persons from outside the service onto CERC premises without authorisation or without a work-related reason;
- m. uses the workplace for personal purposes or to do personal work;
- n. uses work resources such as the photocopier, telephone and radios for personal purposes;

- o. intentionally or through gross negligence damages small items of CERC equipment;
- p. fails to report missing equipment;
- q. briefly leaves their post (less than one hour) during working hours without authorisation and for personal purposes;
- r. is negligent in looking after the workplace;
- s. does not observe hygiene rules in the workplace;
- t. refuses to respond to a summons;
- u. is repeatedly late for work meetings;
- v. refuses to prepare a work report or a mission report.

Two reprimands or written warnings (for similar or different misconduct) within a period of 12 consecutive months automatically lead to a suspension.

Three reprimands or written warnings (for similar or different misconduct) within a period of 12 consecutive months automatically lead to dismissal with notice.

Suspension

Suspension, lasting 1 to 15 days, is a disciplinary measure by which the employment contract is suspended and the employee is deprived of pay for the corresponding period.

Suspension may be imposed following misconduct committed through carelessness, inattention, negligence or deliberate or unintentional non-compliance that causes moral or material harm to CERC, to the department or to other workers. A worker may be given no more than two suspensions per year, each lasting no more than 15 days.

A suspension will be imposed in particular, but not exclusively, on a worker who:

- a. repeats more than twice, within a period of 12 months, an offence that has led to a caution;
- b. repeats at least once, within a period of 12 months, an offence that has led to a reprimand;
- c. is dressed in a manner contrary to public decency;
- d. behaves disrespectfully towards another worker, whether or not that worker holds a supervisory position, or towards a patient or a beneficiary of CERC projects;
- e. signs the attendance register fraudulently or on behalf of someone else;

Annex I – Sanctions and types of misconduct (continued)

- f.** repeatedly uses work resources such as the photocopier, telephone and radios for personal purposes;
- g.** uses work resources such as vehicles for personal purposes;
- h.** posts or circulates unauthorised documents in the workplace;
- i.** does not observe safety rules, even unintentionally;
- j.** is absent without justification or authorisation for less than three days;
- k.** makes a false declaration, falsification or manoeuvre leading to the receipt of undue benefits (number of dependants entitled to medical services, sick leave, compassionate and family leave, etc.);
- l.** sets up a stall for selling goods on CERC premises or in their immediate vicinity;
- m.** makes false statements when submitting a work report or at a work meeting, or falsifies a work document;
- n.** misappropriates, conceals, destroys or discloses a work document or any asset (radio, telephone, water, electricity, all or part of the stock);
- o.** loses, through carelessness, inattention, negligence or unintentional non-compliance, equipment such as a radio, telephone, etc.;
- p.** leaves their post for a prolonged period (more than one hour) during working hours without authorisation and for personal purposes;
- q.** damages notice boards or posted notices;
- r.** damages CERC's reputation;
- s.** makes an unauthorised statement to the press;
- t.** comes to work drunk or under the influence of narcotic substances;
- u.** deliberately carries out tasks that do not comply with work instructions;
- v.** refuses to carry out tasks that comply with work instructions;
- w.** makes unjustified changes to mission routes;
- x.** conceals, or makes a false declaration about, an incompatibility or holding of more than one job;

- y.** deliberately pays to themselves, another worker or a third party a salary or benefits higher than those due;
- z.** sleeps during working hours, unless assigned to the security of property or persons (in particular a guard, sentry or watchman; see below, disciplinary dismissal with notice, item u).

Two suspensions (for similar or different misconduct) within a period of 12 consecutive months automatically lead to dismissal with notice.

Disciplinary dismissal with notice

Disciplinary dismissal with notice is a disciplinary measure by which CERC terminates the employment contract, with notice, for a reason related to the worker's capability or conduct at the workplace in the performance of their duties. Disciplinary dismissal may be imposed following serious misconduct committed through carelessness, inattention, negligence or deliberate or unintentional non-compliance that causes moral or material harm to CERC, to the department or to other workers.

Disciplinary dismissal with notice will result in particular, but not exclusively, from misconduct by which the worker:

- a.** repeats more than twice an offence that has led to a reprimand, in particular by receiving three or more written warnings within a period of 12 months;
- b.** repeats at least once, within a period of 12 months, an offence that has led to a suspension;
- c.** behaves aggressively towards another worker, whether or not that worker holds a supervisory position, or towards a patient or a beneficiary of CERC projects;
- d.** repeatedly uses work resources such as vehicles for personal purposes;
- e.** posts or circulates in the workplace documents that are improper or contrary to public decency;
- f.** breaches safety rules;
- g.** abandons their post, that is, is absent without justification or authorisation for three days or more;
- h.** makes a false written or oral statement, or falsifies or alters administrative, financial, accounting, tax, commercial or banking documents;

Annex I – Sanctions and types of misconduct (continued)

- i. makes statements or falsifications that have led to false entries in the employment contract;
- j. has falsified any of the documents making up their personnel file;
- k. discloses without authorisation professional information on CERC's techniques, technologies, organisational methods or documents;
- l. commits indiscretions resulting in internal information being spread outside CERC;
- m. commits acts of violence;
- n. commits acts contrary to propriety and public decency;
- o. intentionally causes material damage to buildings, structures, machines, instruments and other work equipment;
- p. consumes alcohol or narcotic substances at the workplace;
- q. steals a work document or equipment such as a radio, telephone, engine, generator, etc.;
- r. makes an unauthorised statement to the press that damages CERC's reputation;
- s. systematically refuses to carry out tasks that comply with work instructions;
- t. carries persons from outside the service in CERC vehicles without prior authorisation;
- u. sleeps during working hours while assigned to the surveillance and security of property or persons (in particular a guard, sentry, watchman or driver on standby);
- v. is drunk or under the influence of narcotic substances while assigned to drive a vehicle.

Suspension pending investigation

If the alleged facts may be classed as gross misconduct and could lead to dismissal without notice, CERC may, for the purposes of an investigation, notify the worker, within two working days of becoming aware of the facts, of their suspension from duty for a maximum period of fifteen days.

Suspension from duty pending investigation is a precautionary measure that must not be confused with suspension of the employment contract. This period counts as service time: the employee continues to receive their salary and allowances and to benefit from their medical cover.

At the end of the investigation, CERC applies the appropriate measures according to the findings.

Disciplinary dismissal without notice for gross misconduct

Any employment contract may be terminated immediately by CERC, without notice, for gross misconduct. The worker commits gross misconduct when the rules of good faith do not allow the worker to be required to continue performing the contract.

The worker commits gross misconduct allowing CERC to terminate the contract when they seriously breach the obligations of the contract, in particular if they:

- are guilty of an act of dishonesty, sexual or psychological harassment, intimidation, assault or serious insults towards CERC or its staff;
- intentionally cause material harm to CERC during or in connection with the performance of the contract;
- are guilty of immoral acts during the performance of the contract;
- through carelessness, endanger the safety of CERC, the work or the staff;
- misappropriate property or money belonging to CERC.

Annex II – Disciplinary procedures

ARTICLE 1

Disciplinary authority

Disciplinary authority is exercised by the employer, represented by the Executive Director, who may delegate it to the project coordinator or the head of department in accordance with article 3 below. Exceptionally, a caution may be given by the head of service.

ARTICLE 2

Hearing and establishment of the facts

Before any disciplinary measure, the worker concerned must be heard. The worker may be assisted by a member of the workers' representation and by a CERC worker of their choice.

Annex II – Disciplinary procedures (continued)

The alleged facts must be established either by an internal administrative report (PV) or following the reply to a letter requesting an explanation sent by the employer. The worker must provide the requested explanations in writing within 48 hours of receiving the letter requesting an explanation.

- a. If the alleged facts lead to a suspension, the disciplinary authority must draw up a report (PV) informing the worker of their suspension and of the reasons for that decision. At the end of the suspension period, the disciplinary authority must give the worker a written “lifting of suspension” officially notifying them of their return to work. Two suspensions within a period of 12 consecutive months automatically lead to dismissal with notice.
- b. If the alleged facts lead to dismissal with notice, the disciplinary authority must draw up a report informing the worker of their dismissal with notice, and attach to it the final settlement, the separation agreement and the certificate of end of service.
- c. If the alleged facts lead to suspension pending investigation, the disciplinary authority must, during the suspension, hold meetings with the worker concerned and the various witnesses so as to establish and confirm or refute the facts alleged against the worker. After each of these meetings, the disciplinary authority must draw up a report (PV) and have it signed by everyone present. At the end of the suspension period, the disciplinary authority must officially notify the worker in writing either of their return to work by a “lifting of suspension”, if none of the alleged facts could be confirmed, or of their dismissal without notice, if gross misconduct has been established.

ARTICLE 3

Notification of sanctions

Except for a caution, which is given orally, every disciplinary measure must be notified in writing to the worker, who signs to acknowledge receipt or, if they refuse, in the presence of two literate witnesses.

A verbal warning is recorded in a disciplinary register stating the worker concerned, the reason for the warning, the date and the name and signature of the person who gave it.

The sanction must be proportionate to the misconduct committed.

ARTICLE 4

Right to be heard and appeal

Any worker who has been subject to a disciplinary measure is entitled, on request, to be received and heard by the Executive Director or their representative, whatever their rank or the category of the sanction taken against them.

In addition, a worker who has received a warning, a suspension or a disciplinary dismissal has a right of appeal. Within 3 days of notification of the disciplinary measure, the worker concerned may send a handwritten appeal to the Executive Director. On receiving the appeal, the Executive Director may:

- either confirm or uphold the sanction;
- or amend the sanction in the worker's favour.

The Executive Director makes their decision known within 3 days of receiving the appeal.

ARTICLE 5

Retention and expiry of sanctions

Disciplinary measures notified in writing are not erased. They are kept on the employee's file.

Each warning expires after 12 full months if the worker has not in the meantime received a new warning, a suspension or a dismissal.



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