REPUBLIC OF NIGER
Fraternity – Work – Progress

LAW No. 2012-45

from September 25, 2012

bearing the Labor Code of the
Republic of Niger

Considering the Constitution of November 25, 2010;

THE COUNCIL OF MINISTERS HEARED,
THE NATIONAL ASSEMBLY DELIBERATED AND ADOPTED,
THE PRESIDENT OF THE REPUBLIC PROMULGATED
THE LAW WHICH CONTENT FOLLOWS:

TITLE ONE – GENERAL PROVISIONS:

Article 1: This Code governs relations between employers and workers. It is applicable to all of the territory of the Republic of Niger.

Article 2: Is considered a worker within the meaning of this Code, whatever their sex and nationality, any person who has undertaken to place his professional activity, for remuneration, under the direction and authority of another person, natural or legal, public or private.

When determining the status of worker, neither the legal status of the employer nor of that of the employee. However, persons appointed to a permanent position of an executive of an administration public are not subject to the provisions of this Code.

Article 3: Is considered an employer and constitutes a company subject to the provisions of this Code, any natural or legal person, under public or private law, employing one or more workers, regardless of either its activity or its status: commercial, industrial, agricultural or service company, liberal profession, charitable institution, non-governmental organization, religious association or brotherhood, as well as all other for-profit or non-profit institutions.

The company includes one or more establishments made up of a group of people working together in a specific location (factory, premises or construction site, in particular) under a common authority representing the employer.

A given establishment always belongs to a company. A unique and independent establishment constitutes both a business and an establishment. The establishment may only have one person.

Article 4: Forced or compulsory labor is prohibited.

The term “forced or compulsory labor” means any work or service exacted from an individual under threat of any penalty and for which the said individual did not offer himself voluntarily.

Requiring forced or compulsory labor is punishable in accordance with the provisions of this code.

However, the term “forced or compulsory labor” does not include:

1. any work or service required under the laws and regulations on compulsory military service and having a purely military character;
2. any work or service of general interest forming part of the civic obligations of citizens, as they are defined by laws and regulations;
3. any work or service required of an individual as a consequence of a conviction pronounced by a judicial decision;
4. any work or service required in cases of force majeure, particularly in cases of war, disasters or threats of disasters such as fires, floods, epidemics and violent epizootics, invasions animals, insects or harmful plant parasites and, in general, all circumstances bringing into dangerous or likely to endanger the life or normal conditions of existence of the whole or of a part of the population ;
5. any work carried out within the family by children, which does not compromise their development and flourishing.

Article 5: Subject to the express provisions of this Code or any other text of a legislative nature or regulations protecting women and children, as well as provisions relating to the condition of foreigners, no employer may take into consideration sex, age, national ancestry or social origin, race, religion, color, political and religious opinion, disability, HIV-AIDS, sickle cell anemia, belonging or non-membership of a union and the union activity of workers to make decisions regarding, in particular, hiring, management and distribution of work, professional training, advancement, promotion, remuneration, granting of social benefits, discipline or termination of the employment contract.

Any provision or act to the contrary is void.

Article 6: Workers continue to benefit from the advantages granted to them when these are higher than those recognized by this Code.

New benefits may be granted to them by unilateral decision of an employer or a group of employers, by employment contract, collective agreement or custom.

Article 7: A copy of this Code must be kept by the employer, for consultation, at the disposal of staff representatives within the meaning of article 211.

TITLE II – EMPLOYMENT AND PROFESSIONAL TRAINING

Chapter I – Employment

Article 8: Companies use their own workforce. They can also call on external staff in the context of temporary work and make their employees available to other companies. They can also use the services of a taskmaster.

Article 9: Subject to compliance with the provisions of Articles 11, 13 and 48, employers directly recruit employees they employ. They can also use the services of public or private employment agencies.

Article 10: All employers are required to reserve at least 5% of vacancies for the benefit of people disabled during the recruitments it carries out, under the conditions established by regulation.

Article 11: The employer must communicate any vacancy to the public employment service. No advertising from of any nature whatsoever, relating to the position to be filled, no direct hiring or through a recruitment office private placement cannot be carried out before this notification.

Article 12: Any person seeking employment must request registration with the public service of employment. She can also register with a private placement office.

Article 13: No employer may recruit workers who do not have their registration card issued by the public employment service.

Any hiring must be the subject, within ten (10) days, of a declaration established by the employer and addressed to the public employment service of the jurisdiction under the conditions provided for in article 286.

Article 14: No one may, without prior authorization from the minister in charge of labor, carry out operations collective engagement of workers with a view to their employment outside the territory of the Republic of Niger.

Article 15: The opening of private placement offices or offices whose exclusive or main purpose is to act as intermediaries between employers and workers may be authorized by order of the minister in charge of labor taken after advice of the Consultative Commission on Labor and Employment.

A decree determines the conditions of creation and operation, particularly with regard to the remuneration of their services, and control, as well as the duration for which this authorization can be given and renewed.

Article 16: A temporary work contractor is any natural or legal person whose activity is to provide provisional provision of users, natural or legal persons, employees, only depending on a qualification agreed, it hires and pays for this purpose.

Temporary employment companies must carry out this activity to the exclusion of all others. It cannot be calls on temporary employment companies to replace striking workers.

Decrees can also determine particularly dangerous work for which the use of Temporary work is prohibited.

Article 17: The temporary employment contract is concluded in writing between the temporary employment contractor and the worker made available to the user. This provision is called mission.

The temporary employment company is deemed to be an employer. She is vested with the rights and is debtor of the obligations attached to this quality.

However, for employees who have already been employed as part of a mission during the twelve (12) months precedents, the temporary work contractor who proposes a new mission is exempt from the formality provided for in Article 11 above.

The salary received by the temporary worker during each mission cannot be lower than that which he would have received if he had been hired by the user company. No remuneration or compensation may be requested from the temporary worker for having provided him with a mission.

Article 18: The contract for the provision of a temporary worker concluded between the temporary employment company and the user company must be in writing. It expressly mentions the reason justifying this provision by application of the provisions of article 19 below.

Article 19: The services of temporary employment companies may only be used for non-durable tasks. by nature, in particular in the following cases :

a) temporary absence of an employee during the absence;

b) suspension of an employment contract during the period of this suspension;

c) end of an indefinite-term contract pending the effective entry into service of a replacement;

d) urgent work whose immediate execution is necessary to prevent accidents, organize rescue measures or repair deficiencies in equipment, installations or buildings of the company presenting a danger to workers;

e) occurrence of an exceptional increase in work.

The duration of temporary work assignments cannot exceed six (6) months, renewable once (1).

Article 20: The provision of a temporary worker to a user company having carried out a economic dismissal in the preceding twelve (12) months is subject to authorization from the inspector of work.

Article 21: The worker is a sub-contractor who, recruiting the necessary labor himself, goes with a contractor a written contract for the performance of work or the provision of certain services for a price flat rate.

The employees recruited by the tasker for the execution of the tasking contract must work under the direction and supervision effective control of the worker, without prejudice to the right of review that the contractor has over the execution of the work. A A copy of the work contract must be sent to the local labor inspector.

Article 22: When the work is carried out in the contractor's workshops, stores or construction sites, the latter is, in the event of insolvency of the worker, substituted for him with regard to the payment of wages due to workers.

When the work is carried out in a place other than the contractor's workshops, stores or construction sites, this the latter is, in the event of insolvency of the worker, responsible for the payment of wages due to the workers.

The injured workers have, in this case, a direct action against the contractor.

Article 23: Implementing decrees determine, where necessary, the terms of application of this chapter.

Chapter II – Vocational training and apprenticeship

Section 1: Professional training

Article 24: Continuing professional training aims to adapt workers to changes in techniques and working conditions and to promote their social promotion and their access to different levels of qualification.

Vocational training is a right for all workers. It includes initial training with a view to the acquisition of a qualification and a first job and continuing professional training.

The State, *local authorities,* public and private establishments, associations, organizations professionals as well as businesses contribute to ensuring professional training under set conditions by regulation.

Article 25: Any employer using the services of workers of foreign nationality is required to provide training of the national workforce that it employs with a view to replacing these workers.

Section 2: Apprenticeship contract

Article 26: The apprenticeship contract is one by which the head of an industrial, commercial or agricultural establishment, a craftsman or manufacturer undertakes to give or have given methodical and complete professional training to another person and by which the latter undertakes, in return, to comply with the instructions they receive and to carry out the works entrusted to him for his learning.

The contract must be established in writing, under penalty of nullity. It is written in French.

The contract is exempt from any stamp duty and registration.

Article 27: The apprenticeship contract is established taking into account the uses and customs of the profession.

It contains in particular:

1. the owner's surname, first names, age, profession, domicile or company name;
2. the apprentice's surname, first names, age, domicile;
3. the surname, first name, profession and domicile of his father and mother, his guardian or the person authorized by the parents or, failing that, by the district judge;
4. the date and duration of the contract;
5. the conditions of remuneration, food and accommodation of the apprentice;
6. indication of the professional courses that the head of the establishment undertakes to have the apprentice follow, inside or outside the establishment.

Article 28: No one may receive minor apprentices if they are not at least twenty-one (21) years old.

Article 29: No master, if he does not live in a family or community, may live in his personal home or in his workshop, as apprentices, underage girls.

Article 30: Individuals who have been convicted of either a crime or a misdemeanor cannot receive apprentices.
against morals, or for any offense whatsoever, to a sentence of at least three (3) months in prison without suspension.

Article 31: The master must immediately notify the parents of the apprentice or their representatives in the event of illness,
absence or any other fact likely to motivate their intervention. He must not employ the apprentice, to the extent of
his strengths, as well as the work and services related to the exercise of his profession.

Article 32: The master must treat the apprentice as a good father and ensure him the best housing conditions
and food.

If the apprentice does not know how to read, write and count or if he has not yet completed his first religious education,
the master is required to grant him the time and freedom necessary for his instruction. This time is allocated to the apprentice
according to an agreement between the parties, but cannot exceed a duration calculated on the basis of two (2) hours per day
of work.

Article 33: The master must teach the apprentice, progressively and completely, the art, trade or profession
special which is the subject of the contract. It issues him, at the end of his apprenticeship, a leave of absence or certificate stating
execution of the contract.

Article 34: The apprentice owes his master, within the framework of apprenticeship, obedience and respect.

He must help him through his work to the extent of his abilities and strengths.

The apprentice whose apprenticeship time has ended takes an exam before a state-approved body.

The professional aptitude certificate is issued to the apprentice who has successfully passed the examination. The apprentice is
required to replace at the end of his apprenticeship the time he was unable to use due to illness or absence having
lasted more than fifteen ***(15)*** days.

The modalities of organization of this examination are fixed by decree taken in the Council of Ministers, after notice of
the Consultative Commission on Labor and Employment.

Article 35: The hiring as workers or employees of young people bound by an apprenticeship contract, students or
trainees in schools or vocational training centers, is liable to compensation for the benefit of the head
abandoned establishment.

Any new apprenticeship contract concluded without the obligations of the previous contract having been fulfilled
completely or without it having been legally resolved is automatically void.

Article 36: The other formal and substantive conditions and the effects of the apprenticeship contract, as well as the cases and
consequences of its termination and the measures to control its execution, in particular cases in which a master
may be prohibited from receiving apprentices when it is common that at the end of their contract the latter are not
able to successfully pass the professional aptitude examination, are regulated by decree taken in the Council of Ministers,
after opinion of the Consultative Commission on Labor and Employment.

Article 37: Orders of the minister in charge of labor, taken after advice of the Consultative Commission for Labor and
Employment, can determine the categories of companies in which a percentage of apprentices is imposed by
in relation to the total number of workers.

Section 3: *Alternate learning*

Article 38: The work-study apprenticeship contract is a special type of employment contract by which the employer undertakes to provide a young apprentice with methodical and complete professional training provided alternatively in a training center and in a company or in a workshop.

Article 39: The organization of work-study apprenticeship and the obligations of the parties are determined by regulatory.

Chapter III – The employment contract

Section 1: General provisions

Article 40: The individual employment contract is the agreement by which a natural person undertakes in exchange for remuneration for placing all or part of one's professional activity under the direction of another person, natural or moral, called employer.

Article 41: Regardless of the place of conclusion of the contract and the residence of one or the other party, any contract of work concluded between an employer and a worker to be carried out in Niger, is subject to the provisions of this Coded.

The same applies to any employment contract concluded to be executed under another legislation but whose execution, even partial, in Niger exceeds a duration of three (3) months.

Article 42: Subject to the express provisions of this Code relating to mission contracts concluded in the framework of temporary employment, fixed-term employment contracts, employment contracts concluded with foreign workers and those which require the installation of workers outside their usual residence, the contract of work passed freely.

Subject to the same reservations, the employment contract is established in the forms that it is convenient for the parties to adopt. When it is written, the employment contract is exempt from any stamp duty and registration. The existence of the contract work is proven by any means.

Section 2: Obligations of the parties to the employment contract

Article 43: The worker owes all his professional activity to the company, unless otherwise stipulated. He must notably :

- carry out the work for which he was hired, carry it out himself and with care;
- carry out the instructions of hierarchical superiors given in the context of the execution of the work;
- respect company discipline and comply with the working schedule and hygiene and safety instructions security.

In addition, the worker is subject to professional secrecy and non-competition obligations.

Article 44: The employer must:

- provide the employee with the agreed work and at the agreed location;
- provide the employee with the means necessary to carry out their work;

- pay salaries and allowances due to employees under legislative and regulatory texts,
  conventional and contractual, as well as social security contributions;
- conform the health and safety conditions to the standards provided for by the regulations in force;
- treat the worker with respect;
- prohibit any form of physical or psychological violence or any other abuse due to relationships of work.

In addition, the employer cannot require the employee to perform work other than that provided for in the contract.

Article 45: Sexual harassment in the context of work, through abuse of authority, with the aim of obtaining from others is prohibited. favors of a sexual nature.

Article 46: The employer has the obligation to ensure disabled people who cannot be employed in the normal working conditions, suitable jobs and conditions, as well as the right to specialized training in the conditions set by regulation, after advice from the Consultative Commission on Labor and Employment.

Section 3: Conclusion of the employment contract

Article 47: The employment contract may be concluded for an indefinite period, or for a fixed period depending on the rules defined in the fourth section of this chapter.

Article 48: Any employment contract requiring the installation of workers outside their usual residence must be, after a medical examination of them, noted in writing before the public employment service of the place of employment or, failing that, before the labor inspector or his legal substitute.

The employment contracts of foreign workers are, in all cases, recorded in writing and subject to the visa of the public employment service, after prior agreement from the minister in charge of labor.

Affixing the visa to the employment contract gives rise to a fee for the benefit of the public employment service. The rates, terms of use and allocation of this fee are set by regulation.

Subject to the provisions of regional, sub-regional or international conventions and treaties signed and ratified by Niger relating to the free movement of people and or reciprocity, the visa must be obtained before the entry of any foreign worker into Nigerien territory.

The immigration services are required to require the employment contract referred to from foreigners entering Niger to carry out a salaried professional activity.

Any employer who, on the date of entry into force of this law, uses the services of workers foreigners without a visa from the public employment service, must regularize their situation without delay, under penalty of sanction provided for in article 353 of this Code.

In any case, the use of foreign labor is subject to the absence of skills national, unless expressly granted by the Minister in charge of Labor.

Article 49: The competent authority approves the contract after in particular:

1. having obtained, if applicable, the opinion of the labor inspector at the place of employment on working conditions consented;

2. having noted the identity of the worker, his free consent and the conformity of the employment contract with the applicable labor provisions;

3. having given the parties reading and, possibly, translation of the contract.

Article 50: The visa application is the responsibility of the employer. If the visa provided for in this article is refused, the employer is allowed to make a voluntary appeal to the competent authority. When, following this request, the visa is refused, the contract is automatically void.

The decision of the competent authority refusing the visa must be reasoned.

The granting of the visa entails for the employer the obligation to prepare a Nigerien for the succession of the worker foreigner, at the end of the duration of the visa fixed by regulation.

The public employment service requires written specifications from the employer, when granting the visa. relating to the measures taken to prepare a Nigerien to take over from the foreign worker.

If the omission of the visa is due to the employer's actions, the worker has the right to have the visa declared null and void. contract and claim damages.

Repatriation is, in all these cases, borne by the employer.

Article 51: If the authority competent to grant the visa has not made its decision known within thirty (30) ***days*** following the date of dispatch or submission of the application, the visa is deemed granted.

Article 52: Commitment to the trial is optional.

Under penalty of nullity, the test and its possible renewal must be noted in writing.

The test cannot be concluded or renewed for a period greater than the time necessary to put it to the test. the hired worker, taking into account the technique and customs of the profession.

The maximum duration of the trial and its possible renewal is set by collective agreements. HAS Failing that, orders from the Minister of Labor may determine this duration by professional categories.

In contracts of indefinite duration, the trial commitment can only relate, including renewal, to a maximum period of six (6) months; this period is extended to one year (1) for workers hired outside the territory of the Republic of Niger.

Recruitment and travel times are not included in the maximum duration of the trial.

The return transport costs of the worker on trial, moved from his usual residence by the employer, are, in all cases, borne by the employer.

Article 53: When a worker who has wrongfully terminated an employment contract hires his services again, the new employer is jointly and severally liable for damage caused to the previous employer in one of the three cases following:

1. when it is demonstrated that he intervened in the poaching;

2. when he hired a worker whom he knew was already bound by an employment contract;

3. when he continued to employ a worker after learning that this worker was still linked to another employer through an employment contract.

In this third case, the liability of the new employer ceases to exist if, at the time he was notified, the employment contract wrongfully terminated by the worker expires or, if it is a long-term contract determined by the arrival of the term, or, if it is a contract of indefinite duration, by the expiration of the notice period or if a A period of three (3) months had elapsed since the termination of the said contract.

Article 54: Any business manager who is given a cash or security deposit by a worker must issue a receipt and mention it in detail in the employer register provided for in article 285. No deduction from salary cannot be made in this capacity.

Article 55: Any security must be deposited within one (1) month from the date of its receipt by the employer. Mention of the security and its deposit is made in the employer register and justified by a certificate deposit available to the labor inspector.

A decree sets out the deposit modalities, as well as the list of public funds and banks authorized to do so. receive. Savings banks must accept this deposit and issue a special booklet, separate from the one that the worker might already own or acquire at a later date.

Article 56: Withdrawal of all or part of the deposit can only be made with the double consent of the employer and of the worker, or under that of one of them authorized for this purpose by a decision of the competent court.

Article 57: The allocation of the booklet or the deposit to the security of the interested party entails privilege on the sums filed for the benefit of the employer and with regard to third parties who would form garnishments in the hands of the latter.

Any garnishment formed in the hands of the administration of the public fund or the bank is void full right.

Section 4 : Fixed-term contract

Article 58: The fixed-term contract is a contract which ends upon the arrival of a term fixed by the parties to the contract. moment of its conclusion.

With the exception of contracts referred to in the last paragraph of Article 61 of this Code, the long-term employment contract determined must be in writing.

The fixed-term contract cannot have either the object or the effect of filling a job lastingly linked to the normal and permanent activity of the company.

Article 59: The contract concluded for a fixed period must include a precise term fixed upon its conclusion; he must therefore indicate the date of its completion or the precise duration for which it is concluded.

However, the fixed-term contract may include an imprecise term in the cases provided for in article 61.

Article 60: Specific forward contracts may be concluded for a maximum period of two (2) years, renewable once.

At the end of the renewal period, the employment relationship can continue under a long-term employment contract. indeterminate.

Specific futures contracts may include a trial period the duration of which may not exceed a duration calculated at the rate of one day per week and at most equal to one (1) month. The renewed contract cannot include trial period.

Seasonal contracts or for which, in certain sectors of activity defined by decree, it is customary constant not to resort to an indefinite-term contract due to the nature of the activity carried out and the character by the temporary nature of these jobs, they can be renewed without limitation.

Article 61: Fixed-term contracts may include an imprecise term when they are concluded to ensure the replacement of a temporarily absent worker, for the duration of a season, for an occasional additional work or for an unusual activity of the company.

The term is then constituted by the return of the replaced employee or the termination of the employee's employment contract, the end of the season, the end of the occasional extra work or the end of the company's unusual activity.

At the time of engagement, the employer must communicate to the employee the elements likely to shed light on this last over the approximate duration of the contract. The duration of any trial period agreed upon may not exceed fifteen (15) days.

The contracts of daily workers are assimilated to fixed-term contracts with an imprecise term. hired by the hour or day for a short-term occupation and paid at the end of the day, week or of the fortnight.

Article 62: Imprecise futures contracts may be renewed freely without limitation of number and without loss of their quality.

Article 63: Fixed-term employment contracts which do not meet the requirements set by this Code are deemed to be of indefinite duration.

***Section 5:* Execution and suspension of the employment contract**

Article 64: The internal regulations are established by the company manager subject to the communication of which it is made mention in the third paragraph of this article. Its content is limited exclusively to the rules relating to the organization work technique, discipline and the requirements concerning hygiene and safety, necessary for the proper progress of the company.

All other clauses which may appear there, in particular those relating to remuneration, will be considered automatically void, subject to the provisions of the last paragraph of Article 50 above.

Before putting it into effect, the business manager must communicate the internal regulations to the representatives personnel, if any, and to the labor inspector who may require the withdrawal or modification of the provisions contrary to the laws and regulations in force.

The terms of communication, filing and display of the internal regulations, as well as the number of workers of the company above which the existence of this regulation is obligatory are fixed by decree taken **into Council of Ministers,** after opinion of the Consultative Commission on Labor and Employment.

Article 65: Modifications made to the internal regulations, as well as any general and permanent instructions, whatever the form, emanating from the management of the company or establishment and relating to matters which are in the field of internal regulations are subject to the same conditions of communication, display and filing as the internal regulations already established.

Article 66: The employer is prohibited from imposing fines.

Article 67: Within the limits of his contract, the worker owes all his professional activity to the company.

Unless otherwise agreed, he is free to carry out any activity of a professional nature outside his work time.

Article 68: Any clause in a contract prohibiting the worker from exercising a duty is automatically void. any activity upon expiry of the contract.

Article 69: Any substantial modification of the employment contract by the employer requires the prior agreement of the employee.

In the event of rejection of the proposal to modify the employment contract by the employee, termination of the contract is attributable to the employer, if the proposed modification results in a reduction in benefits for the worker due to in relation to those attached to the job he held. In this case, the employer is required to pay the rights of dismissal.

Otherwise, the termination of the contract is considered to result from the initiative of the agent. This one is then considered to have resigned and cannot claim either severance pay or severance pay. prior notice.

Article 70: The contract is suspended:

a) in the event of closure of the establishment following the departure of the employer under the flag or for a compulsory period of military training;

b) during the duration of the worker's military service and during compulsory periods of instruction military to which he is required;

c) during the duration of the worker's absence, in the event of illness duly noted by an approved doctor, duration limited to six (6) months; this period is extended until the worker is replaced.

Article 71: In each of the cases referred to in the preceding article, the employer is required to pay the worker up to of notice, compensation ensuring the latter the amount of his remuneration, possibly deducting the remuneration or compensation that he could receive due to the reason for his absence.

When the contract is for a fixed duration, the notice limit to be taken into consideration is that set for contracts of indefinite duration, but, in the latter case, the suspension does not have the effect of extending the term initially provided for in the contract.

In the event of illness, the compensation provided for in this article may be paid by the inter-company medical service. to which the employer adheres with funds from the participation of its members.

Article 72: The contract is also suspended, in particular, during the period of preventive detention of the worker motivated by reasons unrelated to the service and when known to the employer, within the limit of six (6) months; during exceptional permissions that may be granted by the employer to the worker on occasion family events; during periods of temporary unemployment provided for in Article 74 below.

In these cases, unless otherwise agreed and subject to the provisions of article 74 below, the employer is not required to maintain remuneration.

Article 73: The rights of mobilized workers are guaranteed, in any case, by the legislation in force.

Article 74: When due to serious economic difficulties, or unforeseen events involving force major, the operation of the company is made economically or materially impossible, or particularly difficult, the employer can decide to suspend all or part of its activity.

When the reasons determining temporary unemployment are of an economic nature, the head company must, before implementing its decision, bring together and consult staff representatives within the meaning of article 211 of this Code. He informs the labor inspector, who takes part in the meeting.

The decision, or possibly the draft decision, is communicated to at least fifteen (15) participants. days before the meeting provided for in the preceding paragraph. It indicates the duration, determined or not, of unemployment temporary, the categories and number of employees likely to be affected as well as salary compensation offered to employees.

Article 75 - Temporary unemployment imposed for a fixed period may be renewed. The procedure provided for in the preceding article must be followed when the reasons for this renewal are of an economic nature.

In any case, technical unemployment cannot be imposed on the employee, in one or more times, for more than three (3) months of work during the same twelve (12) month period. After the period of three (3) month of work, the employee has the option of considering himself dismissed. Before this period, he retains the right to resign.

***Section 6:* Termination of the employment contract**

Article 76: During the fixed trial period without fraud or abuse, the employment contract may be terminated freely without notice and without either party being able to claim compensation.

Article 77: The fixed-term employment contract ends at the end of the term without severance pay or prior notice. However, compensation for untaken leave remains due.

It can only be terminated prematurely by force majeure, common agreement or gross negligence on the part of one of the parties. Any termination declared in violation of the above rules gives rise to damages.

When the irregular termination is the fault of the employer, these damages correspond to the salaries and benefits of any nature from which the employee would have benefited during the remaining period until the end of his contract.

The fixed-term contract with an imprecise term concluded for the temporary replacement of a worker absent, can be terminated by unilateral decision of the employee once it has been executed for at least six (6) months.

Article 78: The indefinite employment contract can always end at the will of the employee. It can stop by will of the employer if he has a legitimate reason linked to the aptitude or conduct of the worker, or based on the imperative necessities for the operation of the company, establishment or service.

Can in no way constitute legitimate reasons for dismissal, in particular:

- the elements referred to in Article 5 of this Code;
- the fact of requesting, exercising or having exercised a staff representation mandate;
- the fact of having filed a complaint or participated in proceedings initiated against an employer due to alleged violations of its obligations, or submitted an appeal to the administrative authorities competent;

- marital status, pregnancy, temporary absence due to illness or accident.

Article 79: When the employer considers dismissal for reasons linked to the conduct of the employee or his aptitude, he must, before any decision, offer the person concerned the opportunity to defend himself against the accusations made or to explain himself on the reasons advanced.

In the event of a dispute, the court assesses, depending on the circumstances, the specific conditions of employment, notably the size of the company, the extent to which the employer has fulfilled this obligation.

Article 80: The business manager who plans to dismiss one or more employees for reasons whose cause is of an economic, technological nature or relating to the organization of the company, must, before the implementation implementation of its decision, bring together and consult the staff representatives within the meaning of article 211. It informs the labor inspector, who participates in the meeting.

However, and unless there is a collective agreement or agreement stipulating otherwise, they are not considered as economic layoffs, layoffs which, at the end of a project, are normal according to the usual practice and regular exercise of the profession in question. These dismissals are subject to notification written; the provisions of article 79 above do not apply to them.

Article 81: At least fifteen (15) days before the meeting provided for in the preceding article, the employer sends the staff representatives and the labor inspector a file presenting the causes of the planned dismissals, the number and categories of workers they are likely to affect, the order criteria used, the list forecast of employees likely to be made redundant and the period during which it is planned to do so.

The employer establishes the order of dismissals taking into account qualification and aptitude professional, as well as seniority in the company.

Seniority in the company is increased by one year for married workers and by one year for each child charge within the meaning of the legislation on family benefits.

Article 82: During the meeting, the reasons put forward, the order criteria retained by the employer and their consequences on the list of workers likely to be dismissed are examined and discussed. Each participant can formulate proposals likely to prevent or reduce planned layoffs, or to limit their effects unfavorable for interested workers, in particular by seeking possibilities of reclassification in another job.

Article 83: Minutes of the meeting are signed by all participants. The labor inspector ensures before the implementation of dismissals, compliance with the procedure prescribed by this Code and the criteria adopted by the business manager.

In the event of non-compliance with the procedure or criteria set, the labor inspector notifies the manager in writing. business. The latter is required to respond before proceeding with the dismissals.

Any economic dismissal pronounced without compliance with the provisions of this Code is considered to be abusive. The failure of the labor inspector or staff delegates does not prevent the continuation of the procedure.

Article 84: When the planned layoffs are actually pronounced, the business manager informs them without deadline of the labor inspector. Notification of dismissals must be made in writing; she must be motivated.

Article 85: In the event of a dispute, the burden of proof of the economic reason and compliance with the order of dismissals is the responsibility of the employer.

Article 86: The worker dismissed for economic reasons benefits, apart from notice and possible compensation dismissal, special non-taxable compensation, paid by the employer and equal to one (1) month's gross salary.

In addition, workers retain, individually and collectively, the right to terminate their employment contract by through negotiated departures whose conditions are set by mutual agreement between the employer and the employees concerned and/or their respective union organizations.

Bonuses and legal compensation paid on the occasion of dismissals for economic reasons and Negotiated departures are exempt from taxes.

Article 87: A worker dismissed for economic reasons benefits from hiring priority for two (2) years in the same job category.

The worker benefiting from hiring priority is required to communicate to his employer any change of his address occurring after his departure from the establishment.

In the event of a job vacancy of indefinite duration or of a fixed duration of at least six (6) months, the employer notifies the interested party by registered letter with acknowledgment of receipt, sent to the last known address of the worker. The worker must report to the establishment within a maximum of eight (8) days following the date of receipt of the letter.

Article 88: Termination of the indefinite employment contract is subject to notice given by the party who takes the initiative for the breakup.

In the absence of collective agreements, a decree taken by the Council of Ministers, after consulting the Commission Consultative of Labor and Employment, determines the conditions and duration of the notice, taking into account, in particular, the duration of the contract and professional categories.

Article 89: During the notice period, the employer and the worker are required to comply with all obligations reciprocal obligations incumbent upon them.

With a view to looking for another job, the worker benefits, during the period of notice, from one day of freedom per week, taken at his choice, overall or hour by hour, paid at full salary.

The party with respect to which these obligations are not respected cannot be imposed any deadline of notice, without prejudice to any damages it may deem fit to request.

The dismissed worker who has served half the notice period and who finds another job may leave his employer to exercise his new job, without this termination being considered abusive.

Article 90: Subject to the provisions of the last paragraph of Article 89 above, any termination of long-term contract indefinite, without notice or without the notice period having been fully observed, carries an obligation, for the responsible party, to pay to the other party compensation the amount of which corresponds to the remuneration and benefits of any kind from which the worker would have benefited during the notice period not actually respected.

However, termination of the contract may occur without notice in the event of gross negligence, subject to notification. written and reasoned statement of the termination and the assessment of the seriousness of the fault by the competent court.

Article 91: Any abusive resignation on the part of the employee may give rise to damages. In case of dispute, it is up to the employer to provide proof of the abuse.

Any dismissal pronounced without legitimate reason may give rise to damages.

The competent court establishes the irregularity through an investigation into the causes and circumstances of the breach of contract. The judgment must expressly mention the reason alleged by the employer.

Article 92: The amount of damages is fixed taking into account all the elements which can justify the existence and determine the extent of the damage caused and in particular:

a) when the responsibility lies with the worker, for the damage suffered by the employer as a result of non-performance of the contract;

b) when the responsibility lies with the employer, the uses, the nature of the services engaged, the length of service, the age of the worker and the rights acquired in any capacity whatsoever.

These damages are not to be confused with compensation for failure to comply with notice, nor with any severance pay provided for by the contract or collective agreement.

Article 93: The guarantee of the salary claim provided for in Article 176 below extends to the compensation provided for non-observance of notice and damages due in the event of irregular termination of the employment contract.

Article 94: At the expiration of his contract, any worker may demand from his employer, under penalty of damages and interests, a certificate indicating exclusively the date of his entry, that of his exit, the nature and dates of employment successively occupied.

This certificate is exempt from all stamp and registration duties even if it contains the formula “free of all commitment” or any other formula constituting neither obligation nor receipt.

Article 95: The cessation of the business, except in cases of force majeure, does not exempt the employer from respecting the rules established in this section. Bankruptcy and judicial liquidation are not considered cases of force majeure.

Article 96: The parties cannot waive in advance the possible right to claim damages in under the above provisions.

Section 7: Modification of the employer's situation

Article 97: If there is a change of employer, natural person or legal entity, notably following succession, sale, merger, transformation of the fund, formation of a company, all employment contracts in progress on the date of the modification remain between the new entrepreneur and the company's personnel.

The temporary interruption of the company's activity does not, in itself, constitute an obstacle to the application of the previous provisions.

Article 98: The new employer nevertheless retains the right to terminate the employment contract within conditions provided for in this Code. Employees whose contracts have not been terminated cannot claim any compensation due to change of employer.

TITLE III – CONDITIONS AND REMUNERATION OF WORK

Chapter I – Working conditions

Section 1: Working hours

Article 99: In all public or private establishments, even educational or charitable ones, the legal duration of the work of employees or workers of either sex, of any age, working time, task or piecework, is fixed at forty (40) hours per week.

Hours worked beyond the legal working hours give rise to an increase in salary.

He can work for a shorter duration as part of part-time work.

Article 100: In all agricultural enterprises, working hours are based on two thousand four hundred (2400) hours for the year. Within this limit, the duration of work is fixed by decree. The decree also sets the regulation of overtime and the terms of their remuneration.

Article 101: Decrees taken in the Council of Ministers, after advice from the Consultative Commission on Labor and Employment, determine by branches of activity and by professional categories if applicable, the terms of application of working hours and possible exemptions, as well as the maximum duration of overtime which can be be carried out in the event of urgent work, seasonal or exceptional work, or in the field of mining, energy and oil.

Section 2: Night work

Article 102: The hours during which work is considered night work are fixed by decree taken into Council of Ministers, after opinion of the Consultative Commission on Labor and Employment. The hours of The start and end of night work may vary depending on the region.

Article 103: Night work is prohibited for young workers aged under eighteen (18) years, except special exemptions granted, under conditions set by decree, due to the particular nature of the activity professional.

Article 104: The rest of young workers aged under eighteen (18) years must have a minimum duration of twelve (12) consecutive hours.

Article 105: The conditions under which night work is carried out, in particular the specific guarantees required by the nature of this work, are fixed by decree.

Section 3: Child labor

Article 106: Children cannot be employed in a company, even as apprentices, before the age of fourteen (14) years, unless otherwise decreed by decree taken by the Council of Ministers, after opinion of the Commission Advisory of Labor and Employment, taking into account local circumstances and the tasks that may be assigned to them requested.

A decree sets the nature of the work and the categories of companies prohibited to young people and the age limit to which the prohibition applies.

Article 107: Children aged fourteen (14) may carry out light work. The employer is required to send a prior declaration to the local labor inspector who has a period of eight (08) days for him notify your agreement or possible disagreement.

In any case, the worst forms of child labor are prohibited.

The following are considered the worst forms of child labor:

1. all forms of slavery or similar practices, such as the sale and trafficking of children, servitude for debt and serfdom, as well as forced or compulsory labor, including forced recruitment or compulsory use of children for use in armed conflicts;
2. the use, recruiting or offering of a child for the purposes of prostitution, production of material pornographic or pornographic shows;
3. the use, recruiting or offering of a child for the purposes of illicit activities, in particular for the production and trafficking of narcotics, as defined in the relevant international conventions;
4. work which, by its nature or the conditions in which it is carried out, is likely to harm the health, safety or morals of the child.

Subjecting a child to the worst forms of labor is punishable in accordance with the provisions of the this Code.

The list of work referred to in this article and the categories of businesses prohibited for children are set by regulatory route.

Article 108: The labor inspector may require the examination of children by an approved doctor in order to verify whether the work with which they are responsible does not exceed their strength. This requisition is by right at the request of the interested parties.

The child cannot be kept in a job thus recognized as beyond his strength and must be assigned to a suitable employment. If this is not possible, the contract must be terminated with payment of notice compensation.

Section 4: Protection of women and maternity

Article 109: Decrees taken in the Council of Ministers, after advice from the Consultative Commission on Labor and Employment, establish the nature of work prohibited to women and pregnant women.

Only work likely to harm their procreation capacity or, in the case of case of a pregnant woman, those affecting her health or that of the child.

The provisions of article 108 above can be implemented for the benefit of working women.

Article 110: Any pregnant woman whose condition has been medically established or whose pregnancy is apparent may leave work without having to pay termination compensation.

Article 111: On the occasion of her delivery, and without this interruption of service being considered as a cause for breach of contract, any woman has the right to suspend her work for fourteen (14) weeks consecutive including eight (8) weeks following delivery; this suspension may be extended by three (3) weeks in the event of duly noted illness resulting from pregnancy or childbirth.

During this period, the employer cannot give him leave. Furthermore, he cannot, even with his agreement, employ the woman within six (6) weeks following her delivery.

Article 112: During the period provided for in the preceding article, the woman has the right, at the expense of the security organization social security, reimbursement, within the limits of the rates of administrative health facilities, of costs of childbirth and, where applicable, medical care as well as half of the salary she received at the time of the suspension of work; she retains the right to benefits in kind payable by the employer.

The above provisions cannot prevent a possible increase in the benefit. salary compensation which could result from a modification of the legislation relating to Social Security. All agreement to the contrary is automatically void.

The social security body establishes, for the purposes referred to above, a separate management account funded by the employer contributions.

Article 113: For a period of twelve (12) months from the birth of the child, the mother has the right to rest for breastfeeding. The total duration of these rest periods cannot exceed one hour (1) per working day.

The mother may, during this period, leave her job without notice and without therefore having to pay a termination compensation.

***Section 5:* Weekly rest**

Article 114: Weekly rest is obligatory, it is at least twenty-four (24) consecutive hours per week.

Article 115: A decree, taken in the Council of Ministers, after advice from the Consultative Commission on Labor and Employment, determines in particular the professions for which and the conditions in which rest can exceptionally and for clearly established reasons, either be given in rotation or collectively, or be suspended by compensation for ritual or local festivals, or be spread over a period longer than a week.

***Section 6:* Paid leave**

Article 116: Unless more favorable provisions of collective agreements or individual contracts, the worker acquires the right to paid leave, at the expense of the employer, at the rate of two and a half (2.5) calendar days per month of effective service, without distinction of age.

The duration of leave is increased by two (2) working days after twenty (20) years of continuous service. or not in the same company, four (4) days after twenty-five (25) years and six (6) days after thirty (30) years.

Article 117: Regardless of the duration of their service, young people aged less than twenty-one (21) years at the first January of the current year are entitled, if they request it, to leave fixed at thirty (30) calendar days, without them may demand, for the days of leave for which they claim the benefit, no leave allowance in addition to that which they acquired as a result of the work accomplished at the time of their departure on leave.

Article 118: In the case referred to in the first paragraph of Article 161 and if the worker has his habitual residence outside Africa, the duration of leave is set at six (6) calendar days per month of effective service.

Article 119: Female employees or apprentices under the age of twenty-one (21) on January 1 of the year in progress, are entitled to two (2) working days of additional leave per dependent child; those who are aged twenty-one (21) years or older benefit from the same benefit for any dependent child after the third.

A child registered in the civil registry who has not reached the age of fifteen (15) is deemed to be dependent. Leave additional time provided for the benefit of mothers is reduced to one (1) day if the duration of normal leave, determined in application of the other provisions of this article, does not exceed six (6) days.

Workers holding the Labor Medal of Honor benefit from one (1) working day of leave additional per year.

Article 120: For the calculation of the duration of acquired leave, absences due to work accidents or occupational illness, rest periods for women in childbirth, provided for in article 111, nor, within a limit of six (6) months, absences due to illness duly noted by an approved doctor, nor periods of military service OBLIGATORY.

Services performed without corresponding leave are also deducted, on the bases indicated above. on behalf of the same employer regardless of the location of employment.

Exceptional permissions which will have been granted to the worker on the occasion of family events can be deducted from the duration of the acquired leave. On the other hand, special leave granted in addition to public holidays may be deducted if they have not been the subject of compensation or recovery of the days thus granted.

Article 121: A decree taken in the Council of Ministers, after advice from the Consultative Commission on Labor and Employment, determines, where necessary, the provisions relating to the paid leave system, particularly with regard to concerns the arrangement of leave and the calculation of leave allowance.

Article 122: The right to enjoy leave is acquired after a period of effective service equal to twelve (12).

The actual enjoyment of the leave may be postponed by agreement between the parties without the duration of service effective may exceed twenty four (24) months.

Article 123: Collective agreements or individual contracts granting leave of a duration greater than that fixed in the first paragraph of Article 116 may provide for a longer period of effective service giving entitlement to leave, without this duration being able to exceed twenty (20) months.

In the case referred to in the ***second*** paragraph of the preceding article, the length of actual service giving entitlement to leave may reach twenty-four (24) months if the worker makes his first stay and twenty (20) months for stays following.

Article 124: In the event of termination or expiration of the contract before the worker has acquired the right to leave, a compensation calculated on the basis of rights acquired according to the provisions of this section or the stipulations of the collective agreements or individual contract must be granted in place of leave.

Apart from this case, any agreement providing for the granting of compensation is null and void. compensation in lieu of leave.

The worker hired by the hour or by the day, for a short-term occupation not exceeding one day, receives his leave allowance at the same time as the acquired salary, at the latest at the end of the day, in the form compensation for paid leave.

Article 125: The worker is free to take his leave in the country of his choice, subject to the provisions of the articles 126, 129 and 132.

Article 126: The employer must pay the worker, at the time of his departure on leave and for the duration of this leave, an allowance at least equal to the salaries and various elements of remuneration defined in article 166, including the worker benefited during the twelve (12) months preceding the date of departure on leave.

Collective agreements or individual contracts may exclude remuneration taken into consideration for the calculation of the leave allowance, the compensation granted pursuant to the provisions of article 162. For workers benefiting from this latter compensation, the duration of the leave is increased by the travel time.

In the absence of a contrary agreement, travel times cannot be greater than the time necessary for the worker to go on leave to his usual place of residence and return, where applicable.

Section 7: Travel and transport

Article 127: Subject to the provisions provided for in Article 132, travel expenses are the responsibility of the employer of the worker, his spouse and his minor children usually living with him as well as the transportation costs of their luggage:

1. from the place of habitual residence to the place of employment;
2. from the place of employment to the place of habitual residence;
   - in the event of expiry of the fixed-term contract;
   - in the event of termination of the contract when the worker has acquired the right to leave under the conditions of the previous section;
   - in the event of termination of the contract due to the employer or following gross negligence on the part of the employer;
   - in the event of termination of the contract due to force majeure;
3. from the place of employment to the place of habitual residence and vice versa, in the event of normal leave.

Return to the place of employment is only due if the contract has not expired before the end date of leave and if, on that date, the worker is able to return to work.

However, the employment contract or collective agreement may provide for a minimum duration of stay of the worker below which family transport is not the responsibility of the employer. This duration cannot exceed twelve (12) months.

Article 128: When a contract is terminated for causes other than those referred to in the preceding article or through fault heavy duty of the worker, the amount of transport costs, round trip, falling to the employer, is proportional to the worker service time.

Article 129: The class of passage and the weight of baggage are determined by the situation occupied by the worker in the company, following the rules adopted by the employer with regard to its staff or following local customs. He Family responsibilities are taken into account in all cases when calculating the weight of baggage.

Article 130: Unless otherwise stipulated, travel and transport are carried out by normal means and transport at the choice of the employer.

The worker who uses a route or means of transport more expensive than those regularly chosen or approved by the employer is only paid by the latter up to the costs incurred by the way and means regularly chosen.

If he uses a more economical route or transport, he can only claim reimbursement of costs engaged. Transport times are not included in the maximum duration of the contract as provided for in section 60.

Article 131: In the absence of a contrary agreement, the worker who uses a route and means of transport less faster than those regularly chosen by the employer cannot therefore claim travel times longer than those provided for normal ways and means.

If he uses a faster route or means, he continues to benefit, in addition to the duration of the leave strictly speaking, delays which would have been necessary using the route and means chosen by the employer.

Article 132: The worker who has ceased his service may assert, with his former employer, his rights in matters of leave, travel and transport, within a maximum period of two (2) years from the day of cessation work with said employer. However, travel expenses are only paid by the employer in the event of travel number of workers.

Article 133: The provisions of this section cannot be an obstacle to the application of the regulations on the conditions of admission and stay of foreigners.

The worker has the right to demand payment in cash of the amount of repatriation costs payable by the employer, within the limits of the security he proves he has paid.

Section 8: Commissaries

Article 134: Any organization where the employer practices, directly or indirectly, the sale or transfer of goods to the workers of the company for their personal needs and normal.

Commissaries are admitted under three conditions:

a) that workers are not obliged to provide it;

b) that the sale of the goods is made exclusively for cash and without profit;

c) that the accounting of the company's commissary(ies) is entirely autonomous and subject to control of a supervisory commission elected by the workers.

The price of goods offered for sale must be legibly displayed. Any business located within the company is subject to the above provisions, with the exception of worker cooperatives.

The sale of alcohol and spirits is prohibited in commissaries, as well as at the worker's place of employment.

Article 135: The opening of a commissary under the conditions provided for in the preceding article is subject to authorization from the minister in charge of labor, issued after advice from the labor inspector.

It can be prescribed in any company by the minister in charge of labor on the recommendation of the inspector. work.

Operation is controlled by the labor inspector who, in the event of abuse noted, can prescribe the temporary closure for a maximum period of one (1) month.

The minister in charge of labor may order the definitive closure of the company's store(s) upon report of the labor inspector.

Chapter II – Hygiene, safety and health at work

Section 1: Health and safety

Article 136: To protect the life and health of employees, the employer is required to take all useful measures which are adapted to the operating conditions of the company. In particular, he must arrange the facilities and organize the work in such a way as to protect employees from accidents and illnesses as best as possible.

When sufficient protection against the risk of accident or harm to health cannot be ensured by other means, the employer must provide and maintain personal protective equipment and clothing protection which may be reasonably required to enable employees to carry out their work in complete safety. security.

Article 137: Every employer is required to organize training in health and safety for the benefit of newly hired employees, and those who change workstation or technique. This training must be updated for the benefit of the personnel concerned in the event of a change in legislation or regulations.

Employees as well as all other interested persons, in particular temporary workers laid off provision, must be appropriately informed of the professional risks likely to present themselves on the workplaces and educated about the available means of prevention.

Article 138: It is prohibited for any person to introduce or distribute, allow to be introduced or allow to be distributed, in establishments or businesses, alcoholic beverages for use by workers.

Article 139: The employer or his representative must organize permanent monitoring of compliance with hygiene rules and of security.

When several companies operate simultaneously on the same site, employers are required to collaborate with a view to the effective application of rules relating to health and safety at work.

Employees, for their part, must respect the instructions given to them, use the tools correctly. health and safety devices and refrain from removing or modifying them without authorization from the employer.

They must immediately report to the employer or his representative any work situation of which they are aware. reasonable grounds to believe that it presents a serious and imminent danger to their life or health as well as any defect they observe in the protection systems.

Article 140: Decrees taken in the Council of Ministers, after opinion of the technical advisory committee for health and safety at work, determine the general protection and health measures applicable to all establishments and businesses subject to this Code, particularly with regard to work premises, lighting, ventilation or ventilation, drinking water, cesspits, evacuation of dust and vapors, precautions to take against fires, radiation, noise and vibrations; and, as and when the needs are identified, the specific requirements for certain professions, certain jobs, operations or working methods.

These decrees include lists of substances and preparations dangerous for workers and of which use is limited or regulated, as well as lists of machines or their dangerous parts including the manufacture, sale, import, transfer for any reason whatsoever and use are prohibited.

Article 141: The decrees referred to in the preceding article also specify in which cases and under what conditions the labor inspector can use the formal notice procedure.

Article 142: The formal notice must be made in writing either in the employer register or by registered letter with acknowledgment of receipt. It is dated and signed; it specifies the infractions or dangers noted and sets the deadlines in which they must have disappeared, and which cannot be less than four (4) clear days, except in cases of extreme emergency.

Article 143: When there are working conditions dangerous to the safety or health of workers and not covered by the decrees provided for in article 140, the employer is given formal notice by the labor inspector to remedy them in the forms and conditions provided for in the preceding article.

When the emergency imperatively requires it for the protection of the life or physical integrity of workers, the work inspector may submit a request to the judicial judge for the immediate ordering of the total or partial closure of the business pending the reestablishment of normal safety conditions.

A decree taken by the Council of Ministers, after advice from the Consultative Commission on Labor and Employment establishes the terms of application of the procedure and the conditions under which workers who are victims of this temporary closure are compensated by the employer.

Article 144: The employer is required to declare any work accident occurring or any occupational illness observed in the company in the forms and deadlines provided for by the regulations on compensation for accidents in the work and occupational diseases.

This declaration can be made by the worker or his representatives until the end of the second year following the date of the accident or the first medical observation of the occupational disease. Concerning the occupational illnesses, the date of the first medical observation of the illness is assimilated to the date of the accident.

Article 145: In establishments or companies usually employing at least fifty (50) employees, it must be created an occupational safety and health committee composed of the employer or its representatives and representatives personnel within the meaning of article 211 of this Code.

The Labor Inspector may request the creation of a workplace safety and health committee in the establishments with fewer staff when this measure is necessary, in particular because of the dangers particular aspects of the activity, the importance of the risks noted, the nature of the work and the layout or the equipment of the premises.

This decision is subject to appeal.

Article 146: Without prejudice to the responsibilities of staff delegates, the occupational safety and health committee is responsible for the study of the health and safety conditions in which the protection and health of workers, including those made available to the employer by an external company. He monitors the application legislative and regulatory requirements and contributes to the education of all members of the company in the field of health and safety.

The occupational safety and health committee gives its opinion on the internal regulations and on any decision of a nature to modify health and safety conditions at work.

The employer must submit for the opinion of the occupational safety and health committee a general evaluation of the risks to which workers are exposed and a prevention program. This evaluation as well as the program prevention measures must be updated at least every two (2) years.

Article 147: A decree taken in the Council of Ministers, after opinion of the technical advisory committee for safety and health at work determines the terms of application of articles 145 and 146 above. The decree also determines, in function of the companies, the people who, without being members of the occupational safety and health committee, must be summoned to its meetings.

Section 2: From the occupational health service

Article 148: Every employer must provide an occupational health service for the benefit of the workers he employs.

Decrees taken in the Council of Ministers, after advice from the technical advisory committee on safety and health at the work determine the terms of execution of this obligation. They set the conditions under which are carried out periodic medical examinations and classify, taking into account local conditions, the number of workers and members of their families accommodated by the employer, companies in different categories depending on the importance of compulsory services of doctors and nurses at their expense.

Article 149: Only doctors or nurses count for the application of the requirements of the preceding article. having been the subject of an approval decision from the Minister in charge of labor. This decision taken after advice from the Minister health can be reported in the same forms.

Article 150: Companies with fewer than a thousand (1000) workers and located near a medical center or an official dispensary can use its services for the care to be given to workers according to conditions set by decree taken by the Council of Ministers, after advice from the technical advisory committee for safety and health at work.

The medical service and the organization of dispensaries or infirmaries common to a group of companies can be installed according to the terms set by decree taken in the Council of Ministers, after opinion of the committee technical advisory on occupational safety and health.

Each of the companies participating in the operation of the aforementioned organizations remains required to have a infirmary with isolation room for urgent cases, in which the number of beds, equipment and supplies are set by decision of the minister in charge of labor, after advice of the technical advisory committee health and safety at work.

Article 151: In each operation whose average workforce exceeds one hundred (100) people, a visit by workers takes place declaring sick is called every morning. The spouses and children of workers on the farm, if they request, can come to this visit to be examined and, if necessary, receive care and necessary treatments. The results of this visit are recorded in a special register, the model of which is set by decree taken by the Council of Ministers, after opinion of the technical advisory committee for safety and health at work.

Article 152: In the event of illness of a worker, a spouse or a child housed with him under the conditions provided for in article 161 of this Code, the employer is required to provide them with free care and medication in the limit of the means defined in this section. The employer is also required to provide free food of any sick worker treated on site.

With regard to HIV-AIDS and sickle cell disease, the employer is required to provide care to its employees who are affected in accordance with the regulations in force. These diseases cannot, in any way manner, justify the dismissal of the workers concerned.

Article 153: The employer must evacuate the injured and sick to the nearest medical facility transportable, not capable of being processed by the means available to it.

If the employer does not immediately have appropriate means, he urgently reports this to the head of the nearest administrative district which carries out the evacuation using the means at its disposal.

Costs incurred in this regard to the administration must be reimbursed at the official transport rate. medical.

Article 154: A decree taken in the Council of Ministers, after opinion of the technical advisory committee for safety and health at work determines the conditions under which employers are obligatorily required to install and to supply medications and accessories:

- an infirmary for an average workforce greater than one hundred (100) workers;
- a dressing room for a workforce of twenty to one hundred (100) workers;
- a first aid box for a workforce of less than twenty (20) workers.

Section 3: Emerging risks

Article 155: Stress, smoking, alcoholism, drug addiction and HIV/AIDS constitute emerging risks linked to to health in the world of work.

All employers are required to inform and raise awareness among their workers about emerging risks and their provide psychosocial assistance.

Article 156: The employer may not, under any circumstances, require a job seeker to take a screening test for HIV-AIDS or of sickle cell anemia upon his recruitment.

Chapter III – Salary

Article 157: By remuneration, or salary, we mean the basic or minimum salary and all other benefits paid directly or indirectly in cash or in kind, by the employer to the worker due to the employment of this last.

Section 1: Determination of salary

Article 158: Under the conditions provided for in this chapter, every employer is required to ensure, for the same work or work of equal value, equal pay between employees, regardless of their origin, gender, age and status.

Article 159: The different elements of remuneration must be established according to identical standards for men and for women.

Professional categories and classifications, as well as professional promotion criteria must be common to workers of both sexes.

In all cases, job evaluation methods must be based on objective considerations based essentially on the nature of the work that these jobs involve.

Article 160: When the employee establishes serious evidence suggesting the existence of contrary discrimination in accordance with the provisions of articles 158 and 159 above, it is the employer's responsibility to prove the absence of discrimination.

Article 161: In the case where the permanent worker, who is not from the place of employment and does not have his residence there habitual, cannot, by his own means, obtain sufficient accommodation for himself and his family, the employer is

required to ensure this under the conditions set by decree taken in the Council of Ministers, after consulting the Commission Labor and Employment Advisory.

The same applies when this worker cannot, by his own means, obtain for himself and his family a regular supply of essential foodstuffs. These possible services constitute an element salary.

Article 162: Collective agreements or, failing that, the individual employment contract may provide for compensation intended to compensate the worker for the additional expenses and risks to which his arrival and his stay at the place of employment, when the climatic conditions of the place of employment differ from those characterizing the residence habitual behavior of the worker and when this results in particular constraints for the latter due to their distance from the place of habitual residence at the place of employment.

When a worker is required, by professional obligation, to occasional and temporary travel outside his usual place of employment, he is entitled to compensation called “travel compensation” the amount of which is fixed by collective agreement or, failing that, by the individual contract.

Article 163: Decrees taken in the Council of Ministers, after advice from the Consultative Commission on Labor and Employment set the guaranteed inter-professional minimum wage and, in the absence of collective agreements or in their silence, minimum wages by professional categories, as well as minimum rates for overtime and night work or non-working days and, possibly, seniority and attendance bonuses.

Article 164: Remuneration for piecework or piecework must be calculated in such a way that it provides the worker of average capacity and normally working a salary at least equal to that of the worker paid at time doing similar work.

Article 165: Minimum wage rates, as well as the conditions of remuneration for task or piece work are posted at employers' offices and at staff payroll locations.

Article 166: When the remuneration for services is constituted in whole or in part by commissions or bonuses and various benefits or compensation representing these benefits, to the extent that they do not do not constitute a reimbursement of expenses, it is taken into account for the calculation of the remuneration during the duration of the paid leave, notice pay and damages.

The amount to be taken into consideration in this respect is the monthly average of the elements referred to in paragraph previous.

The period over which this calculation is carried out does not exceed the twelve (12) months of service preceding the cessation of work.

Article 167: No salary is due in the event of absence other than in the cases provided for by the regulations in force, except agreement between the interested parties.

Section 2: Payment of salary

Article 168: Salary must be paid in legal tender, notwithstanding any stipulation to the contrary. Payment of all or part of the salary in alcohol or alcoholic beverages is strictly prohibited.

The payment of all or part of the salary in kind is also prohibited, subject to the provisions of Article 161, first and second paragraphs.

No employer may restrict in any way the freedom of the worker to dispose of his salary as he wishes.

Article 169: Payroll is made, except in cases of force majeure, at the workplace or at the employer's office when it is adjacent to the workplace.

It can also be made, at the employee's request, by transfer to their bank account or by check. rod.

Under no circumstances may payroll be made in a liquor store or in a sales store, except for workers who are normally employed there, nor on the day on which the worker is entitled to rest, except when it is carried out Wire Transfer.

Article 170: With the exception of professions for which established practices provide for a periodicity of payment different and which are determined by order of the minister in charge of labor, taken after consulting the Commission Consultative of Labor and Employment, the salary must be paid at regular intervals not exceeding fifteen (15) days for workers hired by the day or week, and one (1) month for workers hired by the day or week. fortnight or month.

Monthly payments must be made no later than eight (8) days after the end of the working month that entitles you to salary.

For any piecework or performance work whose execution must last more than a fortnight, the payment dates can be fixed by mutual agreement, but the worker must receive installments every fortnight corresponding to at least ninety percent (90%) of the minimum wage and be paid in full within the fortnight following delivery of the work.

Commissions earned during a quarter must be paid within three (3) months following the end of the term. this trimester. Shares in profits made during a financial year must be paid in the following year, at sooner after three (3) months and at the latest before nine (9) months.

Article 171: Workers absent on pay day may withdraw their salary during normal opening hours of the cash register and in accordance with the company's internal regulations.

Article 172: In the event of termination or breach of contract, salary and compensation must be paid as soon as termination of service.

However, in the event of a dispute, the employer may obtain from the president of the Labor Court the filing of secretariat of the said court of all or part of the seizable portion of the sums due.

The employer refers the matter to the president of the Labor Court by a written or oral declaration made at the latest in the five (5) days of the cessation of services, before the secretary of the court who enters it in a special register. There The request is immediately transmitted to the president who sets the hearing date as soon as possible, even from hour to hour.

The parties are immediately summoned as stated in article 300. They are required to present themselves in person on the day and time fixed by the president of the court. They can be assisted or represented in accordance with the provisions of article 301.

The decision is immediately enforceable notwithstanding opposition or appeal.

Article 173: Payment of salary must be evidenced by a document drawn up or certified by the employer or his representative and signed by each interested party or by two (2) witnesses if he is illiterate.

The documents relating to the payment of wages are kept by the employer under the same conditions as the accounting documents and must be presented at any request from the labor inspector.

Unless an exemption is authorized by the labor inspector, employers are required to provide the worker with time of payment an individual pay slip whose structure is fixed by decree taken by the Council of Ministers, after opinion of the Consultative Commission on Labor and Employment. Mention is made by the employer of the payment of salary in a register kept for this purpose.

Article 174: The words “for balance of all accounts” or any equivalent words cannot be used against the worker. subscribed by him, either during the execution or after the termination of his employment contract and by which, the The worker waives all or part of the rights he has under his employment contract.

Acceptance without protest or reservation by the worker of a pay slip cannot constitute a waiver of his share in the payment of all or part of the salary, allowances and salary accessories due to him under the legislative, regulatory or contractual provisions. Nor can it constitute a finalized account.

Section 3: Privileges, guarantees and prescription of the salary claim

Article 175: Amounts due to contractors for all works having the character of public works cannot be subject to garnishment, nor opposition to the prejudice of the workers to whom the wages are due. The amounts owed to workers' wages are paid in preference to those due to suppliers.

Article 176: The salary debt is guaranteed on the movable and immovable property of the debtor under the conditions provided for by specific legislative texts granting the benefit of direct action or certain special privileges in favor of some workers.

Article 177: The provisions of articles 175 and 176 do not apply to the unseizable fraction of the remaining sums due on the wages actually earned by the workers during the last fifteen (15) days of work or by the employees during the last thirty (30) days, on commissions due to travelers and sales representatives for the last ninety (90) days of work and on the wages owed to commercial seamen for the last payment period.

To this elusive fraction representing the difference between the salaries and commissions due and the portion seizable from these salaries and commissions, as determined by the decrees provided for in article 181, applies the following exceptional procedure :

a) the fractions of salaries and commissions thus designated to be the subject of an exceptional measure must be paid, notwithstanding the existence of any other debt, within ten (10) days following the declaration of bankruptcy or judicial liquidation, and by simple order of the supervising judge, the only condition is that the trustee or liquidator has the necessary funds on hand;

b) in the event that this condition is not met, the said fractions of salaries and commissions must be paid on the first receipts of funds, notwithstanding the existence and rank of any other debt privileged;

c) in the event that the said fractions of salaries and commissions are paid thanks to an advance made by the trustee, liquidator or any other person, the lender would, thereby, be subrogated to the rights of the

employees and should be reimbursed as soon as the necessary funds come in without any other creditor can oppose it.

To establish the amount of salaries, with a view to applying the provisions of this article, it must be held takes into account not only the salaries and wages themselves, but all the accessories of said salaries and salaries and, possibly, notice pay, paid leave compensation and compensation for abusive termination of the employment contract.

Article 178: The worker holding the object he has worked on may exercise the right of retention.

Movable objects entrusted to a worker to be worked, shaped, repaired or cleaned and which have not been withdrawn within two (2) years may be sold under the conditions and forms determined by decree.

Article 179: The action for payment of salary is prescribed by two (2) years. The prescription runs from the day the salary is due. It is suspended when there is an account stopped, cedule or obligation or legal summons not expired and in the case provided for in the second paragraph of article 318 below.

Section 4: Deductions from wages

Article 180: Apart from compulsory deductions and deposits which may be provided for by agreements collective agreements and contracts, deductions from salaries or wages can only be made by garnishment or assignment voluntary, subscribed before the magistrate of the place of residence or failing that the labor inspector, for the reimbursement of advances of money granted by the employer to the worker.

However, when the magistrate or labor inspector lives more than twenty-five kilometers away, there may be mutual and written consent before the head of the nearest administrative unit.

Deposits on work in progress are not considered advances. In any event, there cannot be have compensation between the salaries or wages and the sums owed by the worker, in particular under the compensation for damage only within the limit of the seizable portion and only on the immobilized sums in accordance with the provisions of article 172 to the secretariat of the Labor Court.

Article 181: Decrees taken in the Council of Ministers, after advice from the Consultative Commission on Labor and Employment establishes the portions of salaries subject to progressive deductions and the related rates.

The withholding referred to in the preceding article cannot, for each pay, exceed the rates fixed by the decrees. He must be taken into account, for the calculation of the withholding, not only the salary itself, but all the accessories of the salary, with the exception of compensation declared unseizable by the regulations in force, sums allocated to as reimbursement of costs incurred by the worker and allowances or compensation for family dependents.

Article 182: The provisions of an agreement or contract authorizing all other deductions are automatically void. right.

The sums withheld from the worker in violation of the above provisions bear interest in his favor at the rate legal from the date they should have been paid and can be claimed by him until prescription, the course in being suspended for the duration of the contract.

The provisions of this section do not prevent the establishment of legal or regulatory regimes insurance or retirement.

TITLE IV – PROFESSIONAL REPRESENTATION AND COLLECTIVE BARGAINING

Chapter I – Professional unions

Section 1: Freedom of association and the constitution of unions

Article 183: Persons exercising the same profession, similar professions or related professions contributing to the establishment of specific products or the same liberal profession, can freely constitute a trade union.

Any worker or employer can freely join a union of their choice within the framework of their profession. The same applies to people who have left the exercise of their functions or their profession subject to having exercised these for at least one year.

Article 184: The purpose of professional unions is to study and defend economic, industrial, commercial and agricultural.

They act for the promotion and defense of the material, moral and professional interests of their members.

Article 185: The representative nature of trade union organizations of employers and workers is determined by the results of professional elections. The classification resulting from the result of these elections is noted by order of the minister in charge of labor.

An order from the minister in charge of labor determines the terms of organization of these elections, after consultation of trade union organizations of employers and workers.

To determine the representativeness of unions in companies, the results of the elections of staff representatives.

Article 186: The business manager or his representatives must not use any means of pressure in favor of or against against any trade union organization.

With regard to workers, the employer is bound by the provisions of article 5 of this Code.

Article 187: The collection of contributions can be carried out within the company. It can also be carried out by the employer, upon written and authenticated authorization of the worker, by a deduction from the salary profit from the union of his choice.

Article 188: Any measure taken by the employer contrary to the provisions of articles 183,186 and 187 is considered as void and gives rise to payment of damages. These provisions are of public order.

Article 189: The founders of any professional union must submit the statutes and the names of those who are responsible for its administration or direction.

This filing takes place at the town hall or at the headquarters of the administrative district where the union is established; it is given receipt; A copy of the statutes is sent to the local labor inspector and the public prosecutor.

Modifications made to the statutes and changes occurring in the composition of management or the administration of the union must be brought, under the same conditions, to the attention of the same authorities.

Article 190: The members responsible for the administration or management of a professional union must be Nigerien nationality and enjoy their civil and political rights in accordance with the provisions of the laws on the electorate governing them.

Subject to enjoyment of these same rights, can also access administration functions and of management, foreigners staying regularly in the territory of Niger for at least three (3) years.

The three-year period is not applicable to nationals of States which have entered into agreements stipulating the reciprocity in union matters or having national legislation authorizing access to union functions of foreigners without delay of three (3) years of previous residence. In these cases, the deadline is either waived or reduced to time limit contained in the agreement or in national legislation.

Article 191: Minor workers aged over sixteen (16) years can join unions.

Article 192: Any member of a professional union may withdraw from it at any time notwithstanding any clause to the contrary without prejudice to the right, for the union, to claim the contribution relating to the six (6) months following the withdrawal membership.

Article 193: In the event of voluntary, statutory or judicially pronounced dissolution, the assets of the union are vested in accordance with the statutes or, in the absence of statutory provisions, following the rules determined by the meeting general. Under no circumstances can they be distributed among the members.

Section 2: The civil capacity of unions

Article 194: Professional unions enjoy civil status. They have the right to go to court and to acquire, free of charge or against payment, movable or immovable property.

Article 195: They may, before all criminal courts, exercise all the rights reserved to the civil party, relating to facts causing direct or indirect harm to the collective interest of the profession they represent.

Article 196: They can allocate part of their resources to the creation of workers' housing, to the acquisition of cultivation land or physical education land for the use of their members.

Article 197: They may create, administer or subsidize professional works such as, institutions of welfare, solidarity funds, laboratories, experimental fields, scientific, agricultural or educational works social, courses and publications of interest to the profession.

The buildings and movable objects necessary for their meetings, their libraries and their courses professional education are elusive.

Article 198: They can subsidize cooperative production or consumption societies.

Article 199: They may enter into contracts or agreements with any other unions, companies, companies or people. Collective labor agreements are concluded under the conditions determined by chapter 3 of the title IV of this Code.

Article 200: If they are authorized to do so by their statutes and on condition of not distributing profits, even in the form of rebates to their members, unions can:

1. buy to rent, lend or distribute among their members everything necessary for the exercise of their profession, including raw materials, tools, instruments, machines, fertilizers, seeds, plants, animals and livestock feed materials;

2. lend their free agency for the sale of products originating exclusively from personal work or union members' operations;

3. facilitate this sale by exhibitions, announcements, publications, groupings of orders and shipments without being able to operate it under their name and under their responsibility.

Article 201: They can be consulted on all disputes and all questions relating to their specialty.

In contentious cases, the opinions of the union are made available to the parties who can take communication and copy.

Section 3: Union marks

Article 202: Unions may register, under conditions determined by decree, their brands or labels. They can, therefore, claim exclusive ownership under the conditions of the said decree.

These brands or labels may be affixed to any product or commercial item to certify its origin and the manufacturing conditions. They can be used by any individuals or companies selling these products.

Article 203: The use of union marks or labels cannot have the effect of infringing on freedom union and the employer's obligation of neutrality vis-à-vis employee unions.

Any collective contract clause, agreement or understanding under which the use of the union mark by an employer is subject to the obligation for said employer not to retain or take into its service only the members of the union that owns the brand.

Section 4: Mutual aid and retirement funds

Article 204: Unions may, in compliance with the provisions of the laws in force, constitute between their members of special mutual aid and pension funds.

Article 205: The funds of these special funds are exempt from taxes and cannot be seized within determined limits. by the law.

Article 206: Any person who withdraws from a union retains the right to be a member of mutual aid societies and old-age pensions to whose assets she contributed through contributions or payments of funds.

Section 5: Unions of unions

Article 207: Professional unions regularly constituted according to the requirements of this Code may freely consult together for the study and defense of their economic, industrial, commercial and agricultural interests as well as for the defense and promotion of the material, moral and professional interests of their members. They can form a union in any form whatsoever.

Article 208: The provisions of articles 183, 186, 187, 188 and 191 are applicable to unions of unions which must, on the other hand, make known, under the conditions set out in article 189, the name and headquarters of the unions which compose.

Their statutes must determine the rules according to which the unions adhering to the union are represented in the board of directors and in general meetings.

Article 209: Unions of unions enjoy all the rights conferred on professional unions herein Coded.

Article 210: Premises may be, by decree, placed at their request, at the disposal of unions of unions for the exercise of their activity.

Chapter II – Representation of workers in the company

Article 211: Staff representatives in the company or establishment include the delegates of the staff and union delegates.

Conventions or collective agreements can establish other representative institutions: committees business or establishment, in particular. When this is the case, the members representing the workers within these institutions are also considered staff representatives within the meaning of this Code.

Section 1: Staff representatives

Article 212: In companies, or separate establishments, employing more than ten (10) employees, delegates of the staff are elected for a period of two (2) years. They are re-electable.

Article 213: The election takes place by secret ballot and on lists established by the most common trade union organizations. representative within each establishment for each category of staff.

If the number of voters is less than half of those registered, a second round of voting is held for which voters can vote for candidates other than those proposed by trade union organizations.

The election takes place by proportional representation, the remainders are allocated to the highest average.

Article 214: Employees of both sexes aged eighteen (18) who have worked at least six years are eligible to vote. (6) months in the company and enjoying their civil and political rights.

Article 215: Voters aged twenty-one (21) years old, having worked in the company without interruption for at least twelve (12) months, with the exception of ascendants, brothers and allies of the same degree of the head business.

Article 216: Each delegate has a substitute elected under the same conditions, who replaces him in the event of a justified absence, death, resignation, revocation, change of professional category, termination of the employment contract, loss of conditions required for eligibility.

Article 217: Disputes relating to the electorate, the eligibility of staff delegates as well as regularity electoral operations are within the competence of the president of the Labor Court who rules urgently and lastly spring.

The decision of the president of the court may be referred to the Court of Cassation.

Article 218: The staff delegates have the following mission:

- to present to employers all individual or collective complaints which have not been directly satisfied regarding working conditions and worker protection, the application collective agreements, professional classifications and wage rates;

- to refer any complaints or claims concerning the application of the requirements to the labor inspectorate legal and regulatory requirements which it is responsible for ensuring control of;
- to ensure the application of requirements relating to hygiene to the health and safety of workers and to social welfare and propose all useful measures on this subject;
- to communicate to the employer any useful suggestions aimed at improving the organization and business performance;
- to share with the employer their opinions and suggestions on the dismissal measures envisaged in the event of reduction in activity or internal reorganization of the establishment.

Article 219: Notwithstanding the provisions of Article 218 *above,* workers have the option of presenting themselves even their complaints and suggestions to the employer.

Article 220: The head of the company or establishment is required to allow staff delegates within the limits for a duration which, except in exceptional circumstances, cannot exceed fifteen (15) hours per month, the time necessary to the exercise of their functions.

This time is paid to them as working time. Hours spent in meetings with the business manager on summons of the latter are not attributable to this credit of hours.

Article 221: Staff delegates are received collectively by the head of the company or establishment, or his representative, at least once a month. They are also received upon request in the event of an emergency.

Article 222: A decree taken after the opinion of the Consultative Commission on Labor and Fixed Employment, as necessary, the terms of application of this section.

It also determines the number of delegates and their professional distribution; the means put to their disposition as well as the conditions of their dismissal by the college of workers who elected them.

***Section 2:* Union delegates**

Article 223: In companies or establishments employing at least fifty (50) employees, a union delegate may be designated by any regularly constituted trade union organization belonging to the most representative of workers in accordance with the provisions of article 185 of this Code.

When there is a college specific to management, the criteria of representativeness are assessed in this only college for any organization that only presents candidates in this one.

Article 224: The union delegate ensures the representation of his union in the company, both towards the employer than towards workers.

He is summoned to meetings that the employer must organize with staff representatives; he can take it the speech. He is the recipient of all the information that the employer owes to staff representatives.

For the exercise of his mandate, he benefits from the same delegation hours as the staff delegates.

Article 225: The mandate of the union delegate ends when the condition of representativeness ceases to be met or when the union decides to terminate the delegate's functions.

It also ends in the event of termination of the employment contract, resignation of the mandate or loss of conditions required for designation.

Article 226: A decree taken in the Council of Ministers, after advice from the Consultative Commission on Labor and Employment establishes the terms of application of this section.

Section 3: Dismissal of staff representatives

Article 227: Any dismissal of a staff representative within the meaning of Article 211 of this Code envisaged by the employer or his representative must, whatever the cause, be subject to the decision of the labor inspector.

The inspector is required to render his decision within eight (8) days following the submission of the authorization request. dismissal. *This* period is extended to twenty-one (21) days in the event of an expertise.

The inspector must notify his reasoned decision to the employer. Amplification is made to the representatives of the staff.

In the event of serious misconduct, the employer may immediately pronounce the temporary dismissal of the person concerned by awaiting the final decision.

The duration of the layoff cannot exceed one (1) month. During this period, the worker cannot claim no remuneration, except in the event of refusal of dismissal authorization.

Any dismissal of a staff representative pronounced by the employer without prior authorization of the labor inspector has been obtained or despite the refusal of the authorization request by the latter, is null and void effect.

The decision of the labor inspector is subject to hierarchical appeal before the minister in charge of work and a contentious appeal before the administrative court.

Article 228: The procedure provided for in Article 227 above is applicable for a period of six (6) months, from from the expiration of their mandate to the dismissal of former elected staff representatives.

It is also applicable, from the publication of applications and for a period of three (3) months, to candidates presented in the first round of elections by the most representative trade union organizations.

The procedure is also applicable to the dismissal of former union delegates during the six (6) months who follow the expiration of their mandate provided that it lasted at least two (2) years.

Chapter III – Collective labor agreements and agreements

Section 1: The nature and validity of the collective agreement

Article 229: The collective labor agreement is an agreement relating to the conditions of employment, work or salary, in particular, concluded between, on the one hand, the representatives of one or more unions or professional groups of workers recognized as the most representative under the conditions provided for in Article 185, and on the other hand, one or more trade union organizations of employers or any other group of employers or one or more employers taken individually.

Article 230: Collective agreements determine their geographical and professional scope of application. THE geographic scope can be national or local. The professional field must be defined in terms of activity economic. It can cover several branches of activity. It can be limited to one or more companies or establishments.

Article 231: The agreement may contain provisions more favorable to workers than those of the laws and regulations in force. It cannot derogate from the public order provisions of these laws and regulations.

Article 232: In the event that a collective agreement concerning a specific branch of activity has been concluded on the national or regional level, the collective agreements concluded at the lower, regional or local level, adapt this agreement or certain of its provisions to the particular working conditions existing on the lower level.

They may provide for new provisions and clauses more favorable to workers.

Article 233: Representatives of trade union organizations or any other professional group referred to in article precedent may contract on behalf of the organization they represent, under:

- either statutory stipulations of this organization;
- either from a special deliberation of this organization;
- or special written mandates given to them individually by all the members of this organization.

Failing this, to be valid, the collective agreement must be ratified by a special deliberation of this group. The groups determine their own mode of deliberation.

Article 234: Any professional union or any employer which is not party to the collective agreement may join later.

Article 235: The collective agreement is concluded for a fixed period or for an indefinite period. When the agreement is concluded for a fixed period, this cannot be more than five (5) years.

Article 236: In the absence of contrary stipulation, the fixed-term agreement which expires continues to produce its effects as an agreement of indefinite duration. The collective agreement of indefinite duration may cease by the will of one of the parties.

Article 237: The collective agreement must provide in what forms and at what time it may be denounced, renewed or revised. The collective agreement must provide in particular for the duration of the notice which must precede the denunciation.

Article 238: The collective agreement must be written in French under penalty of nullity.

A decree taken by the Council of Ministers, after advice from the Consultative Commission on Labor and Employment determines the conditions under which collective agreements are filed, published and translated.

Article 239: Collective agreements are applicable, unless otherwise stipulated, from the day following their filing under the conditions and at the places indicated by the aforementioned decree.

Article 240: All persons who have signed it are subject to the obligations of the collective agreement. personally or who are members of the signatory organizations. The convention also binds organizations that give their membership to it, as well as all those who, at any time, become members of these organizations.

Article 241: When the employer is bound by the clauses of a collective labor agreement, these clauses apply to the employment contracts concluded with him.

In any establishment included in the scope of the collective agreement, the provisions of this convention is imposed, except in the case of more favorable provisions for workers, on relationships arising from contracts individual or team.

Section 2: Extended collective agreements

Article 242: At the request of one of the interested employers' or workers' union organizations, considered the most representative within the meaning of article 185 of this code, or on its own initiative, the Minister in charge of Labor convenes the meeting of a joint commission with a view to concluding an agreement collective work aimed at regulating relations between employers and workers in one or more branches of activity at the national, regional or local level.

An order from the minister in charge of labor determines the composition of this joint commission chaired by the minister in charge of labor or his representative and which includes in equal number, on the one hand, representatives of most representative trade union organizations of workers, on the other hand, representatives of the most representatives of employers or, failing these, of employers.

Additional agreements can be concluded for each of the main professional categories; they determine the specific working conditions for these categories and are discussed by representatives of the trade union organizations representing the categories concerned.

Article 243: The collective agreements covered by this section must include the provisions concerning :

1. the free exercise of the right to organize and freedom of opinion of workers;
2. the salaries applicable by professional categories, and possibly by region, as well as the methods of determining professional categories;
3. the terms of execution and rates for overtime, night work and non-working days working hours;
4. the length of the trial period and the notice period;
5. staff representatives;
6. the procedure for revising, modifying and denouncing all or part of the collective agreement;
7. the terms of application of the principle “for work of equal value, equal pay” for women and men youth ;
8. paid leave;
9. the methods of organization and operation of apprenticeship and professional training within the framework of the branch or companies concerned;
10. the terms of compensation for temporary unemployment.

Article 244: They may also contain, without this list being exhaustive, provisions concerning:

1) seniority and attendance bonuses;

2) compensation for professional and similar expenses;

3) travel allowances and transport arrangements;

4) where applicable, the compensation referred to in the first paragraph of Article 161 ;

5) basket bonuses for all workers having to take their meal at the workplace;

6) the general conditions of performance-based remuneration each time such a mode of remuneration is recognized as possible;

7) the increase for difficult, dangerous or unhealthy work;

8) the conditions of hiring and dismissal of workers, without the provisions provided for being able to undermine the worker's free choice of union;

9) the particular working conditions of women and young people in certain companies located within the scope of the convention;

10) where applicable, the arrangements for providing the security referred to in Article 55;

11) reduced-time employment of certain categories of staff and the conditions of their remuneration;

12) the organization, management and financing of social and medico-social services;

13) special working conditions: shift work, work during weekly rest and during public holidays;

14) the conventional arbitration procedures according to which conflicts are or can be resolved work collectives likely to arise between employers and workers bound by the agreement;

15) the terms of advancement by level;

16) the organization and operation of joint classification committees.

Optional provisions recognized as useful may be made obligatory by decree.

Article 245: At the request of one of the most representative trade union organizations or at the initiative of the Minister in workload, the provisions of collective agreements meeting the conditions determined herein section can be made obligatory for all employers and workers included in the professional field and territorial of the convention, by order of the minister in charge of labor taken after advice of the Consultative Commission of Labor and Employment.

Extension is only possible if the economic and social situation of the companies likely to be concerned by this measure allows the application of extended conventional standards under conditions similar to those existing in companies already bound by the agreement.

If, taking into account in particular their turnover or their workforce, this condition is only met by part of the companies, the extension must be limited to this category only. In this case, the extension order issued after reasoned opinion of the Consultative Commission for Labor and Employment indicates the categories of companies subject to extension.

After reasoned opinion of the Consultative Commission on Labor and Employment, the Minister in charge of labor can, in addition, extract from the effects of the extension, without modifying its economy, the clauses which do not meet the situation of the branch(es) of activity in the field of application considered.

After reasoned opinion of the Consultative Commission on Labor and Employment, the Minister in charge of labor must exclude from the extension provisions which would be in contradiction with the legislative or regulatory texts in force.

Article 246: Collective agreements concluded under the conditions provided for in Article 242 and relating only to one or several specific points, can also be extended, after a favorable opinion from the Consultative Commission of Labor and Employment.

Article 247: The extension of the effects and sanctions of the collective agreement is done for the duration and under the conditions provided for by the said agreement.

The extension order ceases to have effect when the collective agreement ceases to be in force between the parties following its denunciation or non-renewal.

The minister in charge of labor may, after reasoned opinion of the Consultative Commission on Labor and Employment, at the request of one of the signatory parties or on its own initiative, withdraw the order with a view to terminating to the extension of the collective agreement, or certain of its provisions, when it appears that the agreement or the provisions considered no longer respond to the situation of the branch(es) of activity in the territorial field considered.

Article 248: An order of the minister in charge of labor, taken after advice of the Consultative Commission of Labor and Employment, may, failing or pending the establishment of a collective agreement, regulate the conditions of work for a specific profession, drawing inspiration from the collective agreements in force.

Article 249: Any extension or withdrawal order must be preceded by a consultation of the organizations professionals and all interested persons who must make their observations known within fifteen (15 days.

A decree determines the terms of this consultation. The order extending salaries is exempt from this consultation.

Section 3: Company and establishment agreements

Article 250: Agreements concerning one or more companies or one or more specific establishments may be concluded between, on the one hand, an employer or a group of employers and, on the other hand, representatives of unions most representative of the staff of the companies or establishments concerned.

Article 251: Company or establishment agreements are intended to adapt to the particular conditions of companies or establishments considered, the provisions of national, regional or local collective agreements, and in particular the conditions of allocation and the method of calculation of performance-based remuneration, bonuses individual and collective production and productivity bonuses. They may provide for new provisions and clauses more favorable to workers.

The provisions of articles 234 to 241 apply to the agreements provided for in this article.

Section 4: Collective agreements in services, businesses and public establishments

Article 252: When the staff of public services, businesses and establishments are not subject to a status particular legislative or regulatory, collective agreements may be concluded in accordance with the provisions of this chapter.

The list of public law legal entities employing personnel subject to status is established by decree.

Article 253: When a collective agreement is the subject of an extension order taken in application of article 245 or article 246, it is, in the absence of contrary provisions, applicable to services, businesses and public establishments covered by this section which, due to their nature and their activity, are placed within its scope of application.

Section 5: Execution of collective agreements

Article 254: Groups of workers or employers bound by a collective agreement or an agreement provided for in Article 251 above, are required not to do anything likely to compromise its loyal execution. They are not guarantors of this execution only to the extent determined by the agreement.

Article 255: Groups capable of taking legal action, bound by a collective labor agreement or an agreement provided for in article 251 above, may in their own name bring an action for damages against all other groups, their own members or any persons bound by the convention or agreement which would violate the commitments made.

Article 256: Persons bound by a collective agreement or an agreement provided for in article 251 above may take action for damages against other people or groups bound by the agreement who violate the commitments made towards them.

Article 257: Groups capable of taking legal action which are bound by a collective agreement or a planned agreement in article 251 above may exercise all actions arising from this convention or agreement in favor of their members, without having to prove a mandate from the person concerned, provided that the person concerned has been informed and has not declared himself oppose.

The interested party can always intervene in the proceedings initiated by the group.

When an action arising from the collective agreement or agreement is brought either by a person or by a group, any group capable of taking legal action, whose members are bound by the convention or agreement, may always intervene in the proceedings initiated because of the collective interest that the solution to the dispute may present for its members.

TITLE V – BODY RELATING TO WORK AND CONTROL

Chapter I – Instances relating to work

Section 1: Labor Administration

Article 258: Labor administration brings together all the organs of the public administration responsible for work issues.

Labor administration:

- draws up regulations falling within its jurisdiction;
- ensures the application of the provisions laid down in matters of work, social security, safety and health at work ;
- provides advice and recommendations to employers and workers;
- coordinates and controls the services and organizations contributing to the application of social legislation;

- carries out all studies and investigations relating to various social problems, excluding those which fall under the technical services with which the labor administration may however be called upon to collaborate;
- brings to the attention of the competent authority any deficiencies or abuses which are not specifically covered by existing legal or regulatory provisions.

Labor administration includes central services, decentralized services and establishments under supervision.

The organization of labor administration services, as well as the responsibilities of their managers are set by regulation.

Section 2: Advisory bodies

Article 259: A Consultative Commission for Labor and Employment is established under the minister in charge of work. It is chaired by the Minister of Labor or his representative.

The Consultative Commission on Labor and Employment is composed of equal numbers of employers and respectively designated workers, a mandate of three (3) years renewable by the employers' and workers' organizations most representative workers, or by the minister in charge of labor in the absence of organizations that can be considered representative pursuant to article 185 above.

At the request of the president or the majority of the members of the commission, may be summoned, as consultative, qualified civil servants or persons competent in economic, medical, social and ethnographic.

A decree sets the conditions for designation and the number of employer and worker representatives, as well as the amount of compensation allocated to them. It also determines the operating methods of the commission.

Article 260: In addition to the cases for which its opinion is required under this Code, the Commission Consultative du Travail et de l'Emploi can be consulted on all questions relating to work and employment.

It may, at the request of the minister in charge of labor:

1) examine any difficulty arising during the negotiation of collective agreements;

2) rule on all questions relating to the conclusion and application of collective agreements and in particular on their economic and social impacts.

When the Consultative Commission on Labor and Employment is seized of one of the questions relating to two (2) points above, it must include a representative of the ministries concerned, a magistrate and a labor inspector.

It may also involve, in an advisory capacity, officials or competent personalities such as is provided for in paragraph 3 of the preceding article.

It is responsible for studying the elements that can serve as a basis for determining the minimum wage, the study of the subsistence minimum and general economic conditions.

It may request from the competent administrations, through its president, all documents or all information useful to the accomplishment of its mission.

Article 261: A Technical Advisory Committee on Safety and Security is established under the Minister in charge of Labor. Occupational Health for the study of issues relating to the health and safety of workers.

A decree establishes the composition and operation of this committee chaired by the minister in charge of labor, or his representative.

***Section 3*: Public employment service**

Article 262: A public employment service is established under the supervision and permanent control of the Minister in responsibility for employment. This service is provided by a public body bringing together representatives of the most representatives of workers and employers.

Concurrently with private agencies where applicable, and without prejudice to the right of employers to recruit directly their employees, it is authorized to place workers.

Article 263: The public employment service is also responsible for:

- labor introduction and repatriation operations;
- the transfer, within the framework of the regulations in force, of the savings of displaced workers;
- the recording of declarations relating to the employment of workers and the establishment of their job cards;
- the collection of permanent documentation on job offers and requests and, in general, all matters relating to the use and distribution of labor, including monitoring the evolution of the labor market and the development of a statistical file;
- contribution to the development and implementation of the national employment policy, in particular by the execution of integration and reintegration programs for job seekers, their orientation and actions aimed at promoting employment;
- to make available to the National Observatory for Employment and Professional Training all the data allowing the development of a statistical file on monitoring the evolution of the market of employment.

Article 264: The operations of the public employment service are free in matters of placement.

Under penalty of disciplinary and/or criminal sanctions provided for by the texts in force, it is prohibited to offer and to provide any person participating in the service, and to accept it, with remuneration in any form whether for a placement or registration operation for a job seeker.

However, the establishment of the work card entitles the employer to payment of a right for the benefit of the public employment service. The amount of this duty is set by regulation.

Article 265: In the event of a concerted cessation of work, the operations of the public employment service concerning Companies affected by this cessation of work are immediately interrupted.

The list of these companies is also displayed in the room reserved for applicants and suppliers. of jobs.

Article 266: A decree taken in the Council of Ministers after advice from the Consultative Commission on Labor and Employment, determines the terms of application of this chapter, in particular the composition and operation of the public employment service.

Chapter II – Control

Article 267: Control of the application of labor legislation and regulations is ensured by the labor inspectors and labor controllers.

Article 268: Labor inspectors have the initiative of their tours and their investigations within the framework of the labor legislation in force.

Labor inspectors report to the minister responsible for labor with whom they correspond directly.

Labor inspectorates always have the personnel and material resources necessary to ***their*** operation.

Article 269: The functions of labor inspector are carried out by agents belonging to a cadre of the State *civil service .*

The personnel falling within this framework are made up of people with the required training and qualified to exercise their functions.

Article 270: Labor inspectors are assigned either to the central services of the ministry in charge of labor, or in the external services of the labor administration.

Article 271: Labor inspectors take the following oath before the High Court:

"I swear to fulfill the duties of my office with dedication, assiduity and integrity and not to reveal, even after leaving the service, secrets and other confidential information concerning workers and employers of whom I may have become aware in the exercise of my duties."

Any violation of this oath is punished in accordance with article 221 of the Penal Code.

Labor inspectors must consider as confidential any complaint notifying them of a defect in installation or an infringement of legal and regulatory provisions.

Article 272: Labor inspectors cannot have any interest, direct or indirect, in companies placed under their control.

Article 273: Labor inspectors may note, by official report until proof to the contrary, the violations of the provisions of labor legislation and regulations. They are authorized to contact the authorities competent judicial authorities who must keep them informed of the action taken.

Any report is drawn up in four (4) copies, one of which is given to the interested party or their representatives. A second copy of the report is filed with the Public Prosecutor's Office, the third is sent to the Minister in workload, the fourth is classified in the Labor Inspectorate archives.

A decree taken by the Council of Ministers, after advice from the Consultative Commission on Labor and Employment, determines the conditions under which labor inspectors may be authorized to set and collect for the benefit from the Public Treasury for simple police fines.

In any event, the employer must be able to object to this procedure and request that the report relating to the offense noted is transmitted to the judicial authorities according to common law procedures.

Article 274: Provided with supporting documents of their functions, labor inspectors have the power to:

1) enter freely and without prior warning, at any time of the day or night, into establishments subject to inspection control where they may have reasonable grounds to assume that are occupied persons enjoying legal protection, and to inspect them; unless they consider that such advice risk of harming the effectiveness of the control, they must notify, at the start of their inspection, the head company or the head of establishment or his deputy who can then accompany them during their visit ;

2) request, if necessary, the opinions and consultations of doctors and technicians, particularly with regard to health and safety requirements; these doctors and technicians are bound by professional secrecy in the same conditions and under the same sanctions as labor inspectors;

3) be accompanied, in their visits, by official sworn interpreters and staff delegates of the company visited, as well as the doctors and technicians referred to in paragraph 2) above;

4) carry out any examinations, controls or investigations deemed necessary to ensure that the provisions applicable are actually observed and in particular:

a) question, with or without witnesses, the employer or staff of the company, check their identity, request information from any other person whose testimony may seem necessary;

(b) require the production of any register or document the keeping of which is prescribed by this Act and by the texts taken for its application;

c) collect and take away for analysis, in the presence of the business manager or the head of the establishment or his deputy and against receipt, samples of the substances and materials used or manipulated;

5) require the display, in the company, of all notices and information whose display is provided for by the legal and regulatory provisions.

The costs resulting from these requisitions, expertises and investigations are borne by the State budget.

Article 275: When it finds serious violations of the public order requirements of labor legislation, the labor inspector orders the employer to take diligent measures to put an end to these violations; in In the event of refusal, he must refer it to the minister in charge of labor who decides on appropriate sanctions.

Article 276: The authorities responsible for maintaining order are required to lend a helping hand, at their request, to labor inspectors, assistant inspectors, controllers and assistant labor and labor inspectors of work and social security in the accomplishment of their mission, upon presentation of their personal card service.

Article 277: Labor controllers assist labor inspectors in the operation of services. They are authorized to report infringements of the provisions of labor legislation and regulations by means of a report authentic until proven to the contrary established in accordance with the provisions of article 273 paragraphs 2 and 3. They address the report to the local labor inspector who transmits it to the competent judicial authority.

Labor inspectors take the oath referred to in article 271 of this code.

Article 278: The functions of labor controllers are carried out by agents belonging to a cadre of the State civil service.

Article 279: Labor inspectors may be appointed to the Labor inspection services.
Their attributions are determined by decree.

Article 280: In mines, mining and quarries, as well as in establishments and construction sites where the work is subject to the control of a technical service, the officials responsible for this control ensure that the installations falling under their technical control are adapted to guarantee the safety of workers.

They ensure the application of special regulations which may be taken in this area and have for this purpose, and within this limit, the powers of labor inspectors. They bring to the attention of the labor inspector the measures they have prescribed and, where applicable, the formal notices served.

The labor inspector may, at any time, request and carry out with the officials referred to in paragraph preceding the visit to mines, quarries, establishments and construction sites subject to technical inspection.

Article 281: In parts of establishments or military establishments employing civilian labor and in which the interest of national defense is opposed to the introduction of foreign agents into the service, the control of the execution of the applicable labor provisions is ensured by civil servants or officers designated for this purpose. effect on the proposal of the competent military authority.

The nomenclature of these parts of establishments or establishments is drawn up by decree taken by the Council of Ministers, upon proposal from the competent military authority.

Article 282: In the event of the absence or incapacity of the labor inspector or controller, the head of the administrative district is their legal substitute. He is authorized under the conditions defined in article 277, paragraph first.

Article 283: The provisions of articles 271, 273 and 274 of this chapter do not infringe the rules of law common regarding the detection and prosecution of offenses by judicial police officers.

TITLE VI – OBLIGATIONS OF EMPLOYERS

Article 284: Any person who intends to open a business of any nature whatsoever must, beforehand, make the declaration to the local Labor Inspectorate.

Decrees taken by the Council of Ministers after advice from the Consultative Commission on Labor and Employment:

- determine the terms of this declaration;
- set the deadline within which existing companies must make this declaration;
- prescribe, where applicable, the production of periodic information on the labor force situation.

Article 285: The employer must constantly keep up to date, at the place of operation, a register called “register employer”, the model of which is set by decree taken in the Council of Ministers, after advice from the Commission Labor and Employment Advisory. This register includes three (3) parts:

- the first includes information concerning the persons and contracts of all workers busy in the business;

- the second includes all information concerning the work performed, salary and leave;
- the third is reserved for visas, formal notices and observations affixed by the labor inspector or his delegate.

The employer register must be kept readily available to the labor inspector and kept during the five (5) years following the last mention made therein.

Certain businesses or categories of businesses may be exempt from the obligation to keep a register in due to their situation, their low importance or the nature of their activity, by decree **taken in the Council of Ministers,** after advice from the Consultative Commission on Labor and Employment. This decree also determines the conditions under which the first and second parts of the register may be kept in a form computerized.

Article 286: The declaration provided for in Article 13 of this Code mentions the name and address of the employer, the nature of the company, all useful information on the civil status and identity of the worker, his profession, jobs that he previously occupied, possibly the place of his original residence and the date of entry into Niger, the date date of employment and the name of the previous employer.

In all cases where this Code requires the drafting of a written employment contract, a copy of the contract concluded must be attached to the declaration.

Any worker leaving a company must be the subject of a declaration established under the same conditions, mentioning the date of departure from the company.

Decrees taken in the Council of Ministers after advice from the Consultative Commission on Labor and Employment determine the terms of these declarations, the modifications in the worker's situation which must be subject to of an additional declaration and the professional categories for which the employer is provisionally exempt from declaration.

In the latter case, a declaration must nevertheless be recorded upon request and instructions from the worker. The worker or, with his consent, the staff representative may read the declarations provided for in this article.

Article 287: A work card is given by the public employment service to any worker who has been the subject of declarations provided for in the preceding article. This card mentions the civil status and the profession exercised by the worker. There photograph of the person concerned appears on the card.

TITLE VII – LABOR DISPUTES

Article 288: Individual or collective labor disputes are subject to the procedures established in this title.

Chapter I – Individual disputes

Section 1: Labor courts

Article 289: The labor courts hear:

1. disputes that may arise during the execution of the employment contract and the contract apprenticeship between workers or apprentices and their employers or masters;

2. disputes between workers or apprentices, employers or masters in connection with employment contracts or learning;

3. disputes relating to collective agreements and orders in lieu thereof;

4. disputes arising from the application of regulations on workplace accidents and safety and health at work.

Article 290: Labor courts remain competent even when a community or public establishment is in question and can rule without there being any need for the parties to observe, where applicable, the formalities prerequisites which are prescribed before a lawsuit can be brought against these legal entities.

Article 291: The competent court is that of the workplace. However, for disputes arising from the termination of the contract of work and notwithstanding any conventional attribution of jurisdiction, the worker whose habitual residence is located in Niger, in a place other than the place of work, has the choice between the court of this residence and that of the place of work.

For disputes arising from the application of regulations on workplace accidents, the court competent is that of the place of the accident; when the accident occurred in foreign territory, the competent court is that of the district where the establishment to which the victim belongs is located.

Article 292: The labor courts are administratively dependent on the Minister of Justice.

Article 293: The Labor Courts are composed of:

1. a professional magistrate, president;

2. an employer assessor and a worker assessor chosen from those appearing on the established lists in accordance with article 294 below.

For each case, the president appoints, as far as possible, employer and worker assessors belonging to the interested category.

Labor courts are subdivided into professional sections when the structure of the labor market justifies it.

The titular assessors are replaced, in the event of incapacity, by substitute assessors whose number is equal to that of the holders.

An administrative agent designated by the Minister of Justice is attached to the court as secretary.

Article 294: The assessors are appointed by order of the minister in charge of labor. They are chosen from the lists presented by the most representative trade union organizations or, in the event of their failure, by the inspection of the work and containing a number of names double that of the positions to be filled.

The term of office of assessors is three (3) years; it is renewable. The assessors and their substitutes must be in possession of their civil and political rights.

Assessors who do not meet the conditions specified above are forfeited from their mandate.

Article 295: Any assessor who seriously fails in his duties in the exercise of his functions is called before the Labor Court to explain the facts with which he is accused. The initiative for this call belongs to the president of the labor court and to the public prosecutor.

Within fifteen (15) days from the date of the summons, the minutes of the meeting appearance is sent by the president of the labor court to the public prosecutor.

This report is transmitted by the public prosecutor, with his opinion, to the public prosecutor, who sent to the Minister of Justice.

By reasoned order of the Minister of Justice, the following penalties may be imposed:

- censorship ;
- suspension for a period which cannot exceed six (6) months;
- the decline.

Any assessor whose disqualification has been pronounced cannot be appointed again to the same functions.

Article 296: The assessors take, before the local court, the following oath:

"I swear to fulfill my duties with dedication, professional conscience, diligence and integrity, and to always keep the secrecy of the deliberations."

Article 297: The functions of labor court assessor are free. However, may be allocated to assessors of living and travel allowances, the amount of which cannot be less than the amount of salaries and compensation lost. This amount is set by decree.

The dismissal of worker assessors is subject to the rules provided for in articles 227 and 228 hereof. Coded.

Article 298: The procedure before the labor courts and before the court of appeal is free. In addition, the worker automatically benefits from legal assistance for the execution of judgments rendered in his favor.

When the judgment is enforceable and the winning worker cannot obtain amicable execution of the decision reached, he asks the president to have the enforceable formula affixed to the copy which was delivered to him and to appoint a bailiff to continue the forced execution.

Article 299: Within two (2) days from receipt of the request, Sundays and public holidays not included, the president summons the parties to appear within a period which cannot exceed twelve (12) days, increased if necessary by the deadlines distance fixed under the conditions provided for in article 316.

The summons must contain the name and profession of the applicant, an indication of the subject of the request, the time and on the day of the appearance.

The summons is made in person or at home by an administrative agent specially appointed for this purpose. She can validly be made by registered letter with acknowledgment of receipt. In case of emergency, it can be done by telegraphic.

Article 300: The parties are required to appear before the labor court on the day and time fixed. They can be assisted or represented either by a defense lawyer or by a representative of trade union organizations to which they are affiliated.

Employers may, in addition, be represented by a director or employee of the company or the establishment.

Except in the case of lawyers, the agent of the parties must be constituted in writing and provided with a power of attorney special.

Article 301: When on the day fixed by the summons, the applicant does not appear and does not justify a case of force major, the cause is removed from the list; it can only be repeated once and according to the forms provided for the original request for forfeiture.

If the defendant does not appear and does not justify a case of force majeure, if he has not presented his arguments in the form of a brief, default is given against him and the court rules on the merits of the request.

Article 302: The hearing is public except at the conciliation stage. The courtroom police belong to the president. The latter directs the debates, questions and confronts the parties, summons the witnesses cited promptly. of the parties in the forms provided for in article 299 above. The court may, ex officio, summon in the same forms any person whose testimony he considers useful to the settlement of the dispute.

In urgent cases over which it judges, the court may provisionally order such necessary measures, in particular to prevent the objects giving rise to a complaint from being removed, moved or deteriorated.

The non-appearing witness whose testimony is declared necessary by the president is called again by a administrative agent designated for this purpose; the summons must bear, under penalty of nullity, mention that notice was given to the witness that in the event of non-appearance a warrant will be issued against him and that he will also incur a civil fine of fifty thousand (50,000) francs.

If, on the appointed day, the witness does not appear, the court sentences him to a fine and issues a warrant against him. to bring.

The appearing witness who refuses to testify is considered to be in default. The faulty witness may be relieved of the fine if he proves that he was unable to appear on the appointed day.

Article 303: The married woman is authorized to conciliate, to request, to defend before the labor court.

Minors who cannot be assisted by their father or guardian may be authorized by the court to reconcile, request or defend.

Article 304: Labor court assessors may be challenged:

- when they have a personal interest in the protest;
- when they are relatives or allies of one or the other of the parties up to the sixth degree;
- if, in the year preceding the challenge, there was a criminal or civil trial between them and one of the parties or his or her spouse or direct lineal ally;
- whether they have given written notice of the dispute;
- if they are employers or workers of one of the parties involved.

The challenge is formed before any debate. The president rules immediately. If the request is rejected, it is ignored the debate; if it is admitted, the case is postponed to the next hearing where the person(s) must sit. substitute assessors.

Article 305: When the parties appear before the labor court, an attempt is made to conciliation.

In the event of agreement, a report drawn up immediately in the register of the court's deliberations establishes the amicable settlement of the dispute.

An extract from the conciliation report signed by the president and the secretary constitutes an enforceable title.

Article 306: In the event of partial conciliation, an extract from the minutes signed by the president and the secretary constitutes title enforceable for the parties on whom an agreement has been reached and report of non-conciliation for the remainder of Requirement.

Article 307: In the event of non-conciliation or for the contested part of the request, the labor court must retain the case ; he immediately proceeds to examine it. The dismissal can only be pronounced for a valid reason, by reasoned decision of the court.

The court can always, by reasoned judgment, prescribe all investigations, raids on the premises and all information measures of any kind, including the personal appearance of the parties, as well as any findings or expertise.

Labor service agents cannot be appointed as experts by the Labor Court.

Article 308: Once the proceedings are closed, the court puts the case under advisement, which cannot exceed the date of the next hearing and, at the latest, the expiration date of a non-renewable period of two (2) weeks. The judgment must be motivated.

Judgments of labor courts are rendered by majority.

Article 309: The minutes of the judgment are signed by the president and the secretary. They are preserved and linked each year at the discretion of the president.

Article 310: The judgment may order provisional execution, with or without security, notwithstanding opposition or appeal.

Copy of the judgment, signed by the president and the secretary, must be given to the parties upon request. Mention of this delivery, its date and its time is made by the secretary in the margin of the minute of the judgment.

Article 311: In the event of a default judgment, notification of the judgment is made, in the manner of article **299,** without costs, to the defaulting party, by the secretary of the court or by an administrative agent appointed specifically for this purpose by the president.

If, within ten (10) days after notification, plus the distance periods, the defaulter does not opposition to the judgment, by oral or written declaration before the secretary of the Labor Court, the judgment is enforceable.

In the event of opposition, the president reconvenes the parties, as specified in article 299; new judgment, notwithstanding any default or appeal, is enforceable.

Article 312: The labor court rules in first and last instance, except on the basis of jurisdiction, when the figure of the request does not exceed one hundred thousand (100,000) francs. Above one hundred thousand francs, judgments are subject to appeal to the Court of Appeal.

Article 313: The labor court hears all counterclaims or compensation claims which, by their nature, nature, fall within its competence. When each of the main counterclaims or compensation claims is within the limits of its competence as a last resort, it makes a decision without there being any grounds for appeal.

If one of these requests is likely to be judged only on appeal, the court will not rule, on all, only upon appeal. However, it rules as a last resort if only the counterclaim in damages, based exclusively on the main claim, exceeds its jurisdiction as a last resort.

It also rules without appeal, in the event of default by the defendant, if only the counterclaims formed by it exceed the rate of its competence in last resort, whatever the nature and amount of these requests.

If a counterclaim is recognized as formed solely with a view to rendering the judgment likely appeal, the author of this request may be ordered to pay damages to the other party, even in the event where, on appeal, the first instance judgment was only partially confirmed.

Article 314: Within fifteen (15) days of the pronouncement of the judgment, appeal may be lodged by oral declaration or written before the secretary of the labor court. The appellant must be advised by the secretary of his right to request be heard on appeal or represented and mention is made of this interpellation and the response made at the bottom of the notice of appeal.

The secretary immediately notifies, in the manner provided for in section 299, the interested parties of the appeal appealed and notifies them that they can, within fifteen (15) days, submit a brief to the secretariat appeal and request to be heard or represented before the Court of Appeal.

At the expiration of this period, the appeal is transmitted to the court registry with a copy of the judgment, as well as letters, briefs and documents filed by the parties, to the labor inspectorate or at first instance.

The representation of the parties obeys the rules set by article 300. When the parties have not declared wish to be heard or represented, the appeal is judged on the documents within a period which cannot exceed three (3) months from the transmission of the appeal to the court.

When it finds the delaying nature of the appeal, the court must pronounce a civil fine of one hundred thousand (100,000) to one million (1,000,000) francs against the appellant.

Article 315: The Court of Cassation hears appeals against judgments rendered in last resort and against the judgments of the Court of Appeal.

Article 316: Decrees determine the terms of application of this chapter, in particular the structure of the registers and distance delays.

Section 2: Conciliation

Article 317: The labor inspector, upon receipt of a request for conciliation, summons the parties within seventy-two (72) hours following the date of receipt of the request.

The parties or their representatives are required to respond to the summons from the labor inspector.

The failure of one of the parties to appear, except in cases of force majeure, is liable to the penalties provided for in article 359 of this code.

Article 318: The labor inspector verifies whether the parties are willing to reconcile on the basis of the standards set by the law, regulations or collective agreements and the individual contract.

In the event of conciliation, the enforceable formula may be affixed by order of the president of the court of Work taken at the request of the most diligent party on the conciliation report established by the inspector of the work, his delegate or his legal substitute.

Execution is pursued like that of a judgment of the Labor Court.

The president of the competent court is the one in whose jurisdiction the conciliation report was signed.

Article 319: In the absence or failure of amicable settlement, the action is initiated by oral or written declaration made to the secretary of the labor court. Registration is made in a register kept specially for this purpose; an extract of this registration is delivered to the party having initiated the action.

The labor inspector who has unsuccessfully attempted conciliation provided for in this article may, the request of one of the parties, transmit, for all practical purposes, to the president of the labor court, then seized, the complete file which was able to be compiled on this dispute by the labor inspector.

This transmission can also take place at the request of the labor court seized of the case.

Chapter II – Collective disputes

Article 320: The strike is a concerted stoppage of work decided by employees to achieve demands professionals and ensure the defense of their material or moral interests.

All employees have the right to go on strike under the conditions and according to the procedure provided for in the first section of this chapter. They can only be dismissed for going on strike in the event of gross negligence.

Workers on strike lose the benefit of wages for the hours during which they do not work, unless otherwise decided by the competent court.

Article 321: Lockout is the closure of all or part of a business or establishment, decided by the employer during a strike by employees of the company or establishment.

Lockout is prohibited and is only exceptionally lawful when it is justified by a security imperative. or when the procedure for calling a strike has not been respected.

In exceptional cases where the lockout is lawful, it ends as soon as the causes which justify it disappear.

A lawful lockout results in the suspension of the employment contract and exempts the employer from paying the employee the remuneration usually due for the period concerned.

Section 1: Conditions for resorting to strike

Article 322: Any collective dispute must be immediately notified by the parties to the local labor inspector who summons them and proceeds to conciliation.

The labor inspector who becomes aware of a collective dispute may also take it into consideration ex officio and to this end, summon the parties to proceed to conciliation.

The parties may substitute a representative qualified to conciliate. If a party does not appear or is not validly represented, it is summoned again within a period which cannot exceed two (2) days,

without prejudice to his possible conviction to a fine pronounced by the competent court on the official report drawn up by the labor inspector and fixed in application of Title ***VIII*** of this Code.

This conciliation cannot exceed forty eight (48) hours, from the date of appearance of the parties.

Article 323: At the end of the conciliation attempt, the labor inspector draws up a report noting either the agreement, or the total or partial disagreement of the parties who countersign the minutes and receive a copy thereof.

Article 324: Execution of the conciliation agreement is obligatory. In the event of silence on this point, the agreement of conciliation takes effect from the day of the conciliation attempt.

Professional unions can exercise all actions arising from a conciliation agreement.

The conciliation agreement is immediately posted in the labor inspection offices, and at the ministry in charge of work; it can be published in the Official Journal of the Republic of Niger.

The minutes are filed with the secretariat of the labor court.

Article 325: The conciliation procedure is free. Travel costs, loss of wages and salaries, in particular, are borne by the state budget.

Article 326: In the event of total or partial disagreement at the end of the conciliation phase, the employee party who hears continuing the conflict is required to notify the employer of a strike notice of a minimum duration of three (3) working days.

The party filing the strike notice shall at the same time inform the labor inspector. On exhalation of notice, workers can resort to a strike.

Section 2: Arbitration procedure

Article 327: As soon as the labor inspector is informed of the strike notice, and in the absence of a procedure arbitration agreement provided for in application of article 244, 14° of this Code, the minister in charge of labor may decide to submit the conflict to an arbitration council constituted for this purpose.

Referral to the arbitration council does not suspend recourse to a strike.

Article 328: The members of the arbitration council are designated by the minister in charge of labor from among personalities whose moral authority and skills in economic and social matters make them particularly capable of resolving the conflict.

Existing officials of authority cannot be appointed as arbitrators. It is the same for people who participated in the conciliation attempt and those who have a direct interest in the conflict.

Article 329: The arbitration council cannot rule on matters other than those determined by the report of non-compliance. conciliation or those which, resulting from events subsequent to this report, are the direct consequence of the dispute in progress.

It rules in law in disputes relating to the interpretation and execution of laws, regulations, conventions collective agreements or establishment agreements in force.

It rules fairly on other disputes, particularly when they relate to salaries or working conditions when these are not fixed by the provisions of laws, regulations, collective agreements

or establishment agreements in force, as well as on disputes relating to the negotiation and revision of clauses collective agreements.

Article 330: The arbitration council has the broadest powers to inquire about the economic situation of companies and the situation of workers involved in the conflict.

It can carry out any investigations with companies and unions and require parties to produce any document or information of an economic, accounting, financial, statistical or administrative nature likely to be useful to him in accomplishing his mission. He can have recourse to the offices of experts and generally of all qualified people capable of clarifying it.

The arbitration council must make a decision within fifteen (15) days. If circumstances so require, this period may be extended, by decision of the Minister in charge of labor, for an additional period not exceeding eight (8) days.

When, during the course of the arbitration proceedings, the parties to the conflict reach an agreement, the The procedure ends after the arbitration council has noted the agreement of the parties and its content. In the absence of a such agreement, the council renders its sentence which must be reasoned.

Article 331: The arbitral award is notified without delay to the parties. At the expiration of a period of two (2) clear days from from the notification and if no party has expressed its opposition, the award acquires enforceable force within conditions provided for in article 335.

On pain of nullity, the opposition is made in writing and given to the labor inspector who issues a receipt.

The execution of the arbitral award having acquired enforceable force is continued as that of a judgment of the labor court.

Article 332: The execution of the unopposed arbitral award is obligatory. In case of silence on this point, it takes effect from the day of the conciliation attempt.

Professional unions can exercise all actions arising from an arbitration award.

The arbitration award is immediately posted in the labor inspection offices, at the Ministry of work and published in the Official Journal of the Republic of Niger. The minutes are filed with the court secretariat work.

Article 333: The members of the arbitration council, the persons and experts to whose offices appeal may be made are bound by professional secrecy under penalty of sanctions provided for in article 221 of the Penal Code, with regard to information and documents communicated to them, as well as the facts of which they would have been aware in the accomplishment of their mission.

Article 334: The arbitration conciliation procedure is free. Travel costs, loss of wages and salaries, in particular, are borne by the state budget.

Article 335: Arbitral awards which have acquired enforceable force may be the subject of an appeal for excess of power or violation of the law before the judicial chamber of the Court of Cassation.

This appeal is filed and judged within the time limits, forms and conditions of cassation appeals in civil matters.

When the Court of Cassation pronounces the annulment of all or part of an arbitral award, it refers the matter to the minister in charge of labor, it is up to him to appoint another arbitration council differently compound.

TITLE VIII – SANCTIONS

Article 336: Any assessor of the labor court who is not
not returned to his post on the summons which was notified to him.

In the event of a repeat offense, the civil fine is from two thousand (2000) to six thousand (6000) francs and the court may, in in addition, declare him incapable of exercising, in the future, the functions of assessor of the labor court.

The judgment is printed and posted at his expense. Fines are imposed by the labor court.

Article 337: Are punished by a fine of five hundred thousand (500,000) to two million (2,000,000) francs and one imprisonment of two (2) to five (5) years or one of these two penalties only, the perpetrators of offenses provisions of Article 4 relating to the prohibition of forced or compulsory labor.

In the event of a repeat offense, the fine is doubled and the prison sentence is ten (10) to fifteen (15) years.

Article 338: Is punishable by a fine of five hundred thousand (500,000) to two million (2,000,000) francs and one imprisonment of one (1) to five (5) years or one of these two penalties only, any employer who takes into account consideration of sex, age, national ancestry or social origin, race, religion, color, opinion policy to make decisions regarding, in particular, the hiring, management and distribution of work, professional training, advancement, promotion, remuneration, granting of social benefits, discipline or termination of employment contract.
In the event of a repeat offense, the fine is doubled and the prison sentence is from two (2) to ten (10) years.

Article 339: Any employer is punished with a fine of five hundred thousand (500,000) to one million (1,000,000) francs. which takes disability into consideration when making decisions regarding, in particular, hiring, conduct and distribution of work, professional training, advancement, promotion, remuneration, granting benefits, discipline or termination of employment contract.

In the event of a repeat offense, the penalty is doubled.

Article 340: Is punishable by a fine of five hundred thousand (500,000) to two million (2,000,000) francs, any employer who takes HIV-AIDS or sickle cell disease into consideration when making decisions regarding, in particular, hiring, management and distribution of work, professional training, advancement, promotion, remuneration, granting of social benefits, discipline or termination of the employment contract.

In the event of a repeat offense, the penalty is doubled.

Article 341: Any employer is punished with a fine of two hundred thousand (200,000) to five hundred thousand (500,000) francs. which takes into consideration the membership or non-membership of a union and the union activity of workers to make decisions regarding, in particular, hiring, management and distribution of work, professional training, advancement, promotion, remuneration, provision of fringe benefits, discipline or termination of the employment contract.

In the event of a repeat offense, the penalty is doubled.

Article 342: Any perpetrator is punished with a fine of one hundred thousand (100,000) to three hundred thousand (300,000) francs. infringements of the provisions of article 13 of this code relating to the ban on the recruitment of workers not with the registration card issued by the public employment service.

Any perpetrator of violations of the provisions of articles 48 and 50 of this code is punished with the same penalty.

In the event of a repeat offense, the penalty is doubled.

Article 343: Is punishable by a fine of five million (5,000,000) to ten million (10,000,000) francs and one imprisonment of two (2) to five (5) years or one of these two penalties only, any employer or any person found guilty of or complicit in violating the prohibition of the worst forms of child labor provided for in article 107 of this Code.

In the event of a repeat offense, the fine is doubled and the imprisonment is from five (5) to ten (10) years.

In the case of violation of article 107, penalties are not incurred if the violation was the effect of a error relating to the age of the children made when establishing the worker card.

In the event of falsification, the author will be punished in accordance with the texts in force.

Article 344: Violations of the provisions of Article 317 of this Code are punishable by fines of a amount of one hundred thousand (100,000) francs per day of delay, without prejudice to the provisions of article 359 hereof Coded.

Article 345: Are punished by a fine of two hundred thousand (200,000) to three hundred thousand (300,000) francs and, in the event of repeat offense, with a fine increased to double:

a) perpetrators of offenses against the provisions of Articles 28, 29 and 106;

b) perpetrators of offenses against the regulatory provisions provided for in Articles 34 and 37;

c) perpetrators of offenses against the provisions of Article 151.

Article 346: Are punished by a fine of two hundred thousand (200,000) to three hundred thousand (300,000) francs and, in the event of repeat offense, with a fine increased to double:

a) perpetrators of offenses against the provisions of Articles 108 paragraph 2, 109 paragraph 3, 115, 148, 152 and 153;

b) perpetrators of offenses against the provisions of Articles 64, 65, 114 and 285.

In cases of infringement of the provisions of the decrees provided for in articles 115 or 148, repeat offenses may, in in addition, be punished by imprisonment of six (6) days to one (1) month.

With regard to infractions of the decree provided for in article 285, the fine is applied as many times as there are has omitted or erroneous entries.

Article 347: Violations of the provisions of articles 182, 183, 188, 189, 190, 191, 192, 193, 200 and 208 are prosecuted against directors or administrators of unions and punished with a fine of two hundred thousand (200,000) at three hundred thousand (300,000) francs.

In the case of false declaration relating to the statutes and the names of administrators or directors, the fine is five hundred thousand (500,000) francs.

Article 348: Violations of the provisions of Articles 158 et seq. regarding wages are punishable by fine of one hundred thousand (100,000) to one million (1,000,000) francs.

In the event of a repeat offense, the fine is doubled.

Article 349: Are punished by a fine of two hundred thousand (200,000) to five hundred thousand (500,000) francs and, in the event of repeat offense, with a fine of five hundred thousand (500,000) to one million (1000,000) francs:

a) perpetrators of offenses against the provisions of Articles 66, 116, 124, 126, 137, 138, 139, 140, 168 and 169;

b) perpetrators of offenses against the regulatory provisions provided for in Articles 109, 121 and 220.

Article 350: Are punished by a fine of two hundred thousand (200,000) to three hundred thousand (300,000) francs and in the event of repeat offense, with a fine increased to double:

a) perpetrators of offenses against the provisions of Articles 11, 12, 16, 30, 48, 54, 68, 103, 104, 111, 150, 180, 181 and 280;

b) perpetrators of offenses against the regulatory provisions provided for in Articles 14, 15, 100, 101, 105, 163 and 241;

c) any person who has employed a worker of foreign nationality without a work book or work card or with a notebook or card established for a profession other than that of employment actually held;

d) any person who has hired a foreign worker whose contract with the previous employer was not either expired or terminated by court order, unless the worker was authorized by the Labor Inspectorate or presented by the public employment service, this authorization or presentation reserving the rights of the previous employer vis-à-vis the worker and the new employer.

Article 351: Is punishable by a fine of two hundred thousand (200,000) to three hundred thousand (300,000) francs and in the event of repeat offense, with a fine increased to double, anyone who has infringed either the free designation of delegates of the staff, union delegates or members of the occupational safety and health committee, or the regular exercise of their functions.

Infringements can be noted either by the labor inspectorate or by judicial police officers.

Article 352: The following are punished in accordance with the provisions of the penal code:

a) perpetrators of violations of the provisions of Article 168 on the payment of wages in alcohol or drinks alcoholic;

b) persons who have knowingly made a false declaration of an accident at work or illness professional ;

c) any person who, by violence, threats, deception, fraud or promises, has forced or attempted to force a worker to hire against his will or who, by the same means, has attempted to prevent or have prevented him from hiring or fulfilling the obligations imposed by his contract;

d) any person who, by making use of a fictitious contract or a work card containing information inaccurate, will have been hired or will have voluntarily replaced another worker;

e) any employer, authorized representative or employee who has knowingly entered on the worker card, the employer register or any other document, false certificates relating to the duration and conditions of work accomplished by the worker, as well as any worker who has knowingly used these certificates;

(f) any employer, agent or employee who knowingly engages, attempts to engage or retains his service a worker still linked to another employer by employment contract, an apprentice still linked by an apprenticeship contract or a trainee undergoing training in a training center professional, regardless of the right to damages which may be recognized to the injured party;

g) any person who has demanded or accepted any remuneration from the worker as as an intermediary in the settlement or payment of salaries, allowances, allowances and expenses of any nature ;

h) any person belonging to the public employment service who has demanded or accepted remuneration of any kind in payment for a placement or registration operation of a worker or any person who has offered or given to a public employment service agent remuneration for this purpose.

Article 353: Any employer is punished with a fine of five hundred thousand (500,000) to one million (1,000,000) francs. who would have brought or used foreign workers in Niger without them having an employment contract covered by the competent services of the ministry in charge of labor.

The fine is applied as many times as there are foreign ***workers*** illegally introduced or used in Nigerien territory.

In the event of a repeat offense, the fine is two million (2,000,000) francs to five million (5,000,000) francs.

The perpetrators of violations of the provisions of Article 25 of this Code are punished with the same penalty.

Article 354: Are punished by a fine of two hundred thousand (200,000) to three hundred thousand (300,000) francs and, in the event of repeat offense, with a fine of four hundred thousand (400,000) to one million (1,000,000) francs, the perpetrators of offenses provisions of articles 134 and 135 of this Code.

Article 355: Any person is punished with a fine of three hundred thousand (300,000) to five hundred thousand (500,000) francs. who opposed or attempted to oppose the execution of the obligations or the exercise of the powers incumbent on the labor inspectors and controllers and heads of administrative districts acting as substitutes for the labor inspector.

In the event of a repeat offense, the fine is increased to double, without prejudice to the provisions of the Penal Code which provide and repress acts of resistance, outrages and violence against judicial police officers who are applicable to those who are guilty of acts of the same nature with regard to inspectors or their deputies.

Article 356: Any employer who has subjected a worker to an HIV-AIDS screening test without his consent, *is* punishable by a fine of five hundred thousand (500,000) to two million (2,000,000) francs, without prejudice payment of any damages and interest.

The provisions of the preceding paragraph do not apply when:

- screening is done as part of the epidemiological surveillance of a disease where anonymity is guaranteed;
- the screening is for diagnostic purposes in the worker and the vital prognosis is in jeopardy;
- serological status is requested by request to an expert in legal proceedings.

In the event of a repeat offense, the fine is doubled.

Article 357: Any employer who retains, to use
in his personal interest or for the needs of his business, the sums or securities provided as security.

Article 358: Heads of establishments, directors or managers who have contravened the provisions of articles 186, 187 and 203 are punished with a fine of five hundred thousand (500,000) to two million (2,000,000) francs.

The fine is applied as many times as there are people affected by the measures prohibited by the articles 186 and 187.

Violations can be noted both by labor inspectors and their deputies and by
judicial police officers.

Article 359: When one of the parties regularly summoned for the settlement of a collective conflict does not does not appear without legitimate reason for the purposes of conciliation or is not represented under the conditions set out in article 317 of this Code, the offense is punishable by a fine of one hundred thousand (100,000) to two hundred and fifty thousand (250,000) francs.

When one of the parties duly summoned does not appear or is not represented before the arbitration council, report is drawn up by the council and transmitted to the public prosecutor's office by the labor inspector. The offense is punishable by a fine of two hundred and fifty thousand (250,000) to five million (5,000,000) francs.

When the communication of the documents referred to in article 330 is knowingly refused to the arbitration council, report is drawn up by the council and transmitted to the public prosecutor's office by the labor inspector. The offense is punishable by a fine of two hundred and fifty thousand (250,000) to five million (5,000,000) francs.

Article 360: When a simple police fine is imposed under this title, it is incurred as much as
times there have been infringements, without, however, the total amount of fines imposed being able to exceed two million (2,000,000) francs.

This rule applies, in particular, in the event that several workers have been employed under conditions contrary to this Code.

For the application of the provisions of this title, there is a repeat offense when, in the preceding twelve (12) months to the fact pursued, the offender has already suffered a conviction which has become final for an identical act.

Article 361: Company directors are civilly responsible for convictions pronounced against their founders
of power or agents.

TITLE VIII – TRANSITIONAL AND FINAL PROVISIONS

Article 362: The provisions of this Code are automatically applicable to current individual contracts, under provided that workers continue to benefit from the advantages previously granted to them when these these are superior to those recognized by this Code.

Any clause of a current contract which does not comply with the provisions of this Code, or a decree or order taken for its application, must be modified within six (6) months from the publication of the this Code or the decree or order in question.

In the event of refusal by one of the parties, the competent court may order, under penalty of a penalty, make any modifications deemed necessary.

Article 363: As long as new collective agreements have not been established within the framework of the this Code, the previous conventions remain in force in those of their provisions which are not opposites. These agreements are subject to extension under the conditions provided for in this Code.

Article 364: All previous provisions to the contrary are repealed, in particular Ordinance No. 96-039 of June 29 1996, establishing the Labor Code of the Republic of Niger.

However, the institutions, procedures and regulatory requirements existing under the previous Code remain in force in their provisions which are in harmony with this Code.

Article 365: This law is published in the official gazette of the Republic of Niger and executed as state law.

Done in Niamey, September 25, 2012

Signed : The President of the Republic

ISSOUFOU MAHAMADOU

The Prime Minister

BRIGI RAFINI

The Minister of Public Service and Labor

Mrs. SABO FATOUMA ZARA BOUBACAR

For expansion:
The Secretary General
of the Government

GANDOU ZAKARA