WORK REGULATIONS

FOR EMPLOYEES OF……
(Name of the enterprise)

These regulations have been lodged with the regional bureau of the Labour Laws Inspection Service of the Federal Public Service for Employment, Labour and Social Dialogue as number:

.....

Published by Group S – Secrétariat Social asbl / Group S – Sociaal Secretariaat vzw [Group S – Social Secretariat non-profit organization]

Accredited Social Secretariat for employers.

Version rgt 30/07/2015

Basic data pertaining to the enterprise

Name and address of the employer:

Address of operating premises:

Telephone number:
Fax number:
Web site

Activity:

Joint committee(s) for employees pertaining to the employer:

Registration number with the National Social Security Office (O.N.S.S.):

Organizations with which the enterprise is registered:

ORGANIZATIONS **REGISTRATION No.**

Employers' Social Secretariat:
GROUP S - SECRÉTARIAT SOCIAL a.s.b.l.
AVENUE FONSNY, 40 - 1060 ST GILLES (BRUXELLES)

Family Allowances Fund:

RUE DES CHARTREUX, 45 - 1000 BRUXELLES

Insurance company or Social fund for occupational accidents:

(Policy n°) :

Holiday fund (for blue collar workers only):

External service for (accident) prevention and protection at work:

PREVENTION AND PROTECTION AT WORK

a) Contact details of the prevention advisor:

<@...> .....

.....

b) Place to contact the person (and any assistants) appointed to give first aid in application of the General Regulation for Protection of Labour:

<@...> .....

.....

c) The first aid kit(s) required by the General Regulation for Protection of Labour are found in:

<@...> .....

.....

.....

.....

CONTACT DETAILS OF SOCIAL INSPECTION SERVICES

Control of social laws:

BRUSSELS DEPARTMENT

RUE ERNEST BLEROT, 1 - 1070 BRUSSELS

Federal Public Service – Social Security:

BRUSSELS CAPITAL REGION

BLVD DU JARDIN BOTANIQUE, 50 BOX 110 - 1000 BRUSSELS

Control of Welfare (formerly Technical Inspection and Medical Inspection)**:**

Regional Department for:

BRUSSELS

RUE ERNEST BLEROT, 1 - 1070 BRUSSELS

General provisions

Article 1
These work regulations govern working conditions for all employees in the company, whatever their age, sex or nationality. It takes account of the terms of the laws, regulations and joint committee regulations in force in Belgium. It is an integral part of employment contracts of any kind in whatever form they are concluded.

As soon as the employee is hired, both the employer and the employee are deemed to be familiar with and accept these work regulations and undertake to comply with all their requirements.

Article 2
Cases not provided for in these work regulations will be resolved on the basis of the provisions of the law and regulations, or failing that by the Works Council, or failing that by an agreement concluded between the employer and the trade union representatives or in keeping with usage.

Title I Hiring

Article 3
Each employee must carefully, honestly and conscientiously execute the work for which he was hired in the time, place and under the conditions agreed.

The employees are hired by the employer or its agent. At the time the employee is hired, he is deemed to know his trade.

Article 4
At the time the employee is hired, he is required to supply the employer with all information needed to fulfil the mandatory formalities under the law or regulations. In addition, every change in address, in marital status, in nationality and every change in circumstances as to dependants, bank references, etc. shall be spontaneously communicated to the employer without delay. Employees who do not respect this duty to provide information shall bear the consequences.

If circumstances justify this, the employer can request a certificate of good conduct from the employee at the time of hiring or subsequently.

Employees will pursue their duties exclusively on behalf of the employer. They expressly undertake not to carry out work on their own behalf or on behalf of a third party. Similarly, they shall refrain from performing any activity whatsoever without the prior written consent of the employer.

Title II Nature of the work

Article 5
Every employee shall execute the work for which he was hired or to which he is appointed subsequently, in keeping with the terms of his individual contract and the instructions given.

Article 6
The employer reserves the right to temporarily assign the employee to other work, in order to ensure the smooth operation of the enterprise: the duration of this temporary change is determined in agreement with the employee.

The employee cannot refuse to temporarily carry out another job corresponding to his professional aptitudes when this is necessary for the smooth operation of the enterprise.

The employee maintains the right to his normal remuneration for this work unless the wage scale provides for higher remuneration for this job. In that case, the temporary wage increase does not give rise to any right to that higher remuneration in the future.

Title III Place of work

Article 7
Unless provided otherwise, employees are hired to work at the address of the operating premises mentioned in these work regulations. When special circumstances and the smooth operation of the enterprise so require, the members of the staff can be transferred to another place of work by mutual agreement.

Insofar as the function so allows or requires, and under conditions defined by the employer, activities can also be exercised totally or partially from a place determined by the employer.

Title IV Working hours and regular days of rest

4.1. Working hours

4.1.1 General

Article 8
The employee will be present at the place where his work is to be carried out, at the time set according to the work schedule applicable to him. His superiors are required to report any unforeseen and unjustified absence of staff members to the employer at the latest within an hour following the beginning of work.

Article 9
The work shall begin at the time set and shall not stop before the scheduled time.

4.1.2 Control of working hours

Article 10

The procedures for controlling presence are set as follows:

<@...>

.....

.....

.....

.....

Article 11
Except when tardiness or absence at work is due to a cause beyond the employee's control, the employee will be paid for his effective services calculated as from the real beginning of his work.

4.1.3 Work week

Article 12
The normal work week for employees includes **<@...>**..... hours, broken down into the **<@...>**…….. first days of the week.

In compliance with the terms of the law on the maximum authorized work week and the reduction of that week, the duration of the work week referred to in the paragraph above is reached:

- either effectively every week; the employee consequently works **<@...>**..... hours per week
- or on the average over a period of one year (calendar year from 1.1 to 31.12). In this case, the normal work week for employees includes **<@...>**..... hours per week; in addition,

in order to reach the weekly average, paid compensatory rest days are awarded for <**@...**>..... days per year.

They are awarded as follows: <**@...**>

.....

.....

Article 13

The time to be worked each week for each **part-time** worker is specified in the individual employment contract.

4.1.4 Working hours

Article 14

The various hours applicable to employees are given in Appendix 1 of these regulations.

4.2 Regular days off work

Article 15

The following are considered as regular days off work:

a) Saturdays;

b) Sundays;

c) legal holidays;

d) days of legal annual holidays;

e) compensatory rest days according to the Labour Act of 16 March 1971;

f) (if applicable) days agreed in industry-wide collective agreements (e.g. seniority leave);

g) the days agreed below: <**@...**>.....

4.2.1 Sundays

Article 16

An employee who was employed on a Sunday in compliance with legal derogations is entitled to a compensatory day of rest to be taken in principle during the six days following the Sunday on which he was employed, or within the periods stipulated by royal decree at sector level. This day of rest need not be paid.

If the employment of the employee on Sunday did not exceed four hours: the duration of compensatory rest will be a half day at least, before or after 1:00 p.m. and on that day, the duration of work shall not exceed five hours. If, conversely, the employee worked more than four hours on Sunday, the compensatory rest will be for an entire day.

4.2.2 Legal holidays

Article 17

Without prejudice to the legal provisions in force for employees employed part-time, normal remuneration is guaranteed for employees for the following 10 legal holidays:

New Year's Day (1 January) – Easter Monday – Labour Day (1 May) – Ascension – Pentecost Monday – National day (21 July) – Assumption (15 August) – All Saints Day (1 November) – Armistice (11 November) – Christmas (25 December).

As concerns holidays coinciding with a Sunday or a habitual day of inactivity, the day of replacement will be set either at sector level, or, failing that, by the Works Council, or failing that, by an agreement with the trade union delegation, or, failing that, by an agreement between the employer and all the employees, or failing that, by mutual agreement between the employer and each of the employees.

Failing such decision or agreement, the day of replacement shall be the first working day after the holiday.

The employer will indicate the holidays for the following year and the replacement days (or the possibility left to the employees individually to find an agreement with the employer to determine the replacement days) in a notice. A copy of the notice is annexed to the work regulations.

Before 15 December of the previous year, the employer shall post this notice.

Article 18
In the event that an employee works during a holiday in compliance with legal provisions, the employee is entitled to a paid compensatory day of rest, to be taken within six weeks following the holiday on which he worked or within six weeks following suspension of the execution of the contract when it was not possible to award time off because of suspension of the employment contract (illness, pregnancy, etc.).

The duration of this compensatory rest is a full day, if more than four hours were worked, or half a day if working hours did not exceed four hours.

If the part-time worker provides services during a holiday, he is entitled to compensatory rest up to the real duration of the work done on that holiday.

4.2.3 Annual holidays

Article 19
The duration and the procedure for granting annual leave are regulated by the coordinated Acts on annual holidays and their implementing decrees.

Newly hired employees remit certificates to the employer pertaining to holidays due for prior services that were given to them by previous employers. If they do not, their holidays will only be due on the basis of their services in the enterprise.

Article 20 - Collective holidays
When a period has been set for collective holidays, the dates are communicated annually to the personnel by posting a notice in the premises of the enterprise at the latest on 31 December of this year prior to the holidays and by remitting a copy of the notice to each employee.

Article 21 - Individual holidays
The holidays are set by mutual agreement between the employee and the employer. For this purpose, employees shall lodge a written application **<@...>**..... (**days, weeks**) in advance.

Employees shall refrain from booking holidays until annual leave has been approved.

Title V Interruption of work

Article 22
The execution of the contract can be suspended, either for reasons determined by laws on the employment contract, or for reasons agreed between the employer and the employee. Certain interruptions are in principle remunerated.

5.1 Absences

Article 23
Absence for any duration whatsoever shall be the subject of a prior application with **<@...>**.....

The employee must include with this application the supporting documents necessary to enable the verification of the reason for the absence (circumstantial leave, etc.).

If, for any valid reason, the employee cannot anticipate the need for leave, he will notify the employer of the need for leave as soon as possible and within a maximum of two working days.

Any unauthorized or unjustified absence shall not give rise to remuneration.

5.2 Late arrival

Article 24
Each late arrival at the work premises shall be reported and justified to the direct superior or the employer. Only a justified late arrival gives rise to payment of salary.

Repetition of unjustified late arrivals can, after a warning, result in dismissal for serious misconduct.

5.3 Early interruption of work

Article 25
If the employee cannot begin work, although he has arrived at the work premises, or if he cannot continue to work on the job with which he is occupied, he must ask his direct superior to be allowed to leave the premises. If the reason given is based on incapacity for work that occurred suddenly, the superior shall authorize the employee to leave, but the employee must send the employer a medical certificate attesting to the incapacity within two working days, even if the absence did not exceed the day of work that had begun.

Non-compliance with these provisions deprives the employee of his right to guaranteed wages for the days prior to sending or lodging the medical certificate.

5.4 Incapacity for work due to illness or accident

Article 26
In the event of incapacity for work due to an illness or an accident, the employee shall immediately inform or have the employer or its delegate informed by telephone or any other available means.

Within **two working days** as from the date of incapacity, the employee shall send or submit a medical certificate (the postmark providing the authentic date if it is sent). The same applies to any extension of the incapacity for work.

If the employer is not informed or if the certificate is not remitted in due time, the employee will not be entitled to a guaranteed wage for all the days between the day on which he stopped work and the day on which the employer was actually informed, or the day on which the certificate is remitted or sent in (as attested by the postmark).

When a new incapacity for work occurs during the first 14 days following the end of the previous period of incapacity (relapse), the medical certificate shall also specify whether the incapacity for work is due to a new cause.
If this indication does not appear on the medical certificate, it will be assumed that the two periods of incapacity are due to the same illness or the same accident.

Hereby, the employer informs all employees of their right to a consultation prior to work resumption with the prevention counsellor-doctor in occupational medicine, with a view to a possible adaptation of the work station. Every employee has this right despite the length of the period of incapacity for work. Employees can directly request a consultation prior to work resumption to the prevention counsellor-doctor in occupational medicine. With the consent of the employee, the prevention counsellor-doctor in occupational medicine can confer with the treating doctor and/or the medical advisor. As of the moment that he receives a request, the prevention counsellor-doctor in occupational medicine informs the employer, except if the employee disagrees, and invites the employee to a consultation before resuming work, which takes place within a term of ten working days following the day on which the request was received.

The consultation before resuming work must enable the prevention counsellor-doctor in occupational medicine to propose adjusted measures based on the state of health of the employee and the examination of his work station, which measures, in particular, consist of an adjustment of the work station or the working conditions to reduce the stress related to this station so that the employer can give the employee adapted work as soon as he resumes work.

The prevention counsellor-doctor in occupational medicine examines the employee's work station as quickly as possible with a view to investigating the possibilities of adapting this work station.

The employer shall pay for the employee's travelling expenses for the consultation before resuming work.

Article 27
The medical control can be done at the employee's domicile when the medical certificate does not allow the employee to leave his home. The employee cannot refuse to let the controlling doctor come in or refuse to be examined. If the employee can leave the house, it is up to the employer to determine whether the medical control will take place at the employee's domicile or in the offices of the controlling doctor.

Except as otherwise provided in execution of a collective labour agreement for the sector or the company, the employee must stay at home or in another convalescence place communicated by the employee to the employer between **<@...>….**and **<@...>…** during the work incapacity period.

The employee must in any case inform his employer where he can be reached during the incapacity for work (home or place of stay/ convalescence place).

The employee who in a general way refuses or prevents the control by the employer loses the right to guaranteed wage as from the day of the first control visit to which the employee was summoned or as from the first visit of the doctor-controller to his domicile. This loss of the guaranteed wage applies as long as the employee has not undertaken a new medical examination that the employer would possibly organize.

The medical control can take place at any time during the absence. It need not necessarily be done during the period covered by the guaranteed wage.

5.5 Occupational accidents or accidents occurring on the way to work

Article 28
Any employee who is injured at work, even slightly, must immediately inform his direct superior at the workplace or his employer. Regarding first aid and emergency care and first aid kit location: see the basic data pertaining to the enterprise**.**

If the accident occurred on the way to work, he shall declare it to the direct superior at the workplace or to the employer within 48 hours, indicating the place, time and circumstances.

Article 29
The victim has the choice of the medical care personnel, except when the employer has organized an approved medical service or has joined an external medical service.

Even when the employee has free choice of his doctor and pharmacist, first aid will be provided in keeping with the rules in force in the enterprise.

Title VI Remuneration

6.1 Means of remuneration

Article 30
Unless provided otherwise, remuneration of employees is set on a flat rate monthly basis. Any other means of remuneration is established in writing in an individual or collective employment agreement.

The salaries must correspond to the minimum salaries stipulated in the collective labour agreements on working conditions and remuneration concluded by the (sub) joint committee competent for the sector of the enterprise for the employee in question, or failing that by collective labour agreements concluded in the field by the National Labour Council.

6.2 Periods of pay

Article 31
The statements of employee salaries are closed every month on the following dates **<@...>**

Payment of remuneration takes place **<@...>** .....

.....
(by bank or giro cheque/ by postal money order)

Article 32
When the employee's remuneration or the assets in his bank or giro account to which the remuneration is transferred are subject to assignment or seizure, the employer shall pay the employee either in cash, or by postal money order or cashier's check, when the employee expressly requests this. In the absence of an express application from the employee, the habitual means of payment continues to apply in the event of a seizure/assignment.

Payment in cash shall take place at the head office during working hours.

At the time of each pay, the employer shall remit to the employee the salary statement required by law. Regarding wage advances, no salary statement will be provided.

Article 33
In order to enable each member of the personnel to verify the accuracy of the various components of his remuneration, he is authorized to consult his individual account at his own request at any time.

In the event of payment in cash, any difference observed between the amount remitted to the employee and the amount of salary indicated on the wage statement must be pointed out at the time the wages are remitted.

Article 34
The employee undertakes to reimburse any amount that was unduly paid to him.

6.3 Expenses proper to the employer

Article 35

The reimbursement of travel expenses and expenses proper to the employer will only be made upon presentation of supporting documents and only if it is certain that the employer is required to refund these costs. Reimbursement will be made simultaneously with the payment of wages corresponding to the period following the date on which the proof has been submitted to the employer.

Title VII End of the employer contract

7.1 Procedures for giving notice

Article 36
On pain of nullity, notice of termination must mention the beginning and the length of the notice period.

- When the employee gives notice, he must do so, on pain of nullity by remitting a written document to the employer. The employer's signature on the copy of the written document serves only as acknowledgement of receipt. The document can also be sent by a letter registered with the post office, which takes effect on the third day after it is sent, or by remittal by a bailiff with immediate effect.
- When the **employer** gives notice**,** notification must be made, on pain of nullity, by a letter registered with the post office, that takes effect on the third working day following the day on which it is sent, or by remittal by a bailiff with immediate effect, it being understood that this nullity cannot be waived by the employee and is automatically pronounced by a judge.

7.2 Termination of a contract concluded for a fixed term or for a clearly-defined assignment

Article 37
When the hiring is concluded for a fixed term or a clearly defined assignment, it terminates at the expiry of that term or when the assignment has been completed.

When the hiring is concluded for a fixed term or a clearly defined assignment, the party who takes the initiative before the expiry of the term and without good cause will be required to pay the other party compensation for an amount equal to the remuneration that remains to be due up to the end of the term; however this amount cannot exceed twice the remuneration corresponding to the duration of notice that should have been respected had the contract been concluded for an indeterminate duration.

By derogation from paragraph 2, when the hiring is concluded for a fixed term or a clearly defined assignment, each party may terminate the contract before the expiry of the term and without good cause in the first half of the agreed contract term; however, not more than 6 months' notice may be given and the notice period may not exceed the notice period that should have been respected had the contract been concluded for an indeterminate duration.

The party who terminates the contract referred to in paragraph 2, before the expiry of the term, in the first half of the agreed contract term and without exceeding the 6 months' notice period, without good cause and without observing the notice period referred to in paragraph 3, will be required to pay the other party compensation for an amount equal to the remuneration corresponding to the duration of the notice period determined in the paragraph 3 or to the remaining part of this notice period.

If the parties have entered into a series of fixed-term contracts or ones for clearly defined work (provided the succeeding contracts are lawful under the statutory provisions), only the first contract entered into for a fixed-term or clearly defined work can be terminated with a notice period as provided for in paragraph 3.

7.3 Termination of the contract concluded for an indeterminate duration

Article 38
Employment contracts can be terminated in compliance with the terms of the law of the 3rd of July 1978 on employment contracts.

7.4 Termination of the contract for serious misconduct

Article 39
Both of the parties can terminate the contract without notice or before expiration of the term for one of the grounds of serious misconduct left to the appreciation of the judge.

Any serious fault is considered as constituting serious misconduct that makes it immediately and definitively impossible to continue professional collaboration between the employer and the employee (Article 35 of the law of 3 July 1978).

Article 40
Subject to the assessment of the labour courts, the following facts can justify termination of the contract without notice or compensation:

- an act of fraud at the time of the conclusion of the contract by the production of false certificates or documents, or false declarations;
- any serious act of insubordination or lack of integrity, assault or serious insult with regard to superiors, personnel of the enterprise or a client third party;
- any damage done intentionally to the material, buildings or installations of the enterprise or belonging to the members of the personnel;
- non-compliance with basic safety rules;
- any trespass to the members of the personnel throughout the duration of the contract;
- repeated late arrival without valid justification after warning;
- repeated non-compliance with the agreed working schedule, after formal warning
- repeated unjustified absences after warning;
- falsification of medical certificates;
- unfair competition and communication of data covered by professional confidentiality to third parties;
- theft;
- participation in the creation of a competing enterprise or in the execution of its activities;
- any acts contrary to good conduct;
- acts of sexual harassment;
- acts of moral harassment;
- improper use of computer resources (Internet, e-mail) after warning;
- employee participation in activities during the period of incapacity if the nature of these activities proves that the employee is not incapacitated for work because he could carry on his work or if these activities are likely to delay the recovery.

This list is given as an example and is not exhaustive. Other cases are mentioned in these work regulations.

Article 41
Termination for serious misconduct can no longer be given without notice or before expiration of the term, when the grounds that justify it were known to the party giving notice of termination for at least three working days.

Only serious grounds notified within three working days following the notice of termination can be invoked to justify the termination. On pain of nullity, notification of termination for serious misconduct is given by a letter registered with the post office, or by a bailiff.

This notification can also be made by remitting a written document to the other party. The signature of that party on the copy of the written document is only valid as acknowledgement of receipt of that notification.

7.5. Remuneration to be paid and documents to be issued

Article 42
Upon termination of employment contract, the due compensation must be paid no later than the last day of the first pay period after termination.

When the contract expires, the employer shall issue the employee a certificate stating the date of start and end of the contract and the nature of the employment, as well as legal and regulatory documents to which he is entitled upon such termination.

Title IX Obligations for which the employee is responsible

9.1 Unfair competition

Article 43
Both during the execution of the contract and after working relations have ceased, the employee shall refrain from engaging in acts of unfair competition and from disclosing or using for his personal use or advantage any financial, commercial, organizational, technological or other information that could directly or indirectly jeopardize the employer's interests.
The obligation concerning professional confidentiality also applies to members of the personnel who have access to confidential data concerning the enterprise itself in the context of their activities within the enterprise.

9.2 Responsibility

Article 44
The employee has the obligation to return in good condition to the head of the enterprise any tools and unused raw materials as well as equipment and supplies (documents, etc.) that were entrusted to him to enable him to execute his work.
In the event of damage caused to the company by the employee in the execution of the contract, compensation or damages can be claimed in the case of malevolence, serious conduct or minor misconduct of a habitual nature.

Title IX Breach of duty and general discipline

Article 45
The employer and its representatives are required to observe the same rules of fairness, morals and esteem with regard to all employees and not to make a distinction in this respect between executive personnel and management personnel.
Necessary orders and instructions for proper execution of work are given respecting the personality and profession of each person, in a spirit of good human relations and of professional and social promotion, without jeopardizing the employee's dignity.

Particular attention will be paid on this subject as concerns young people, disabled people and employees of foreign nationality.

The supervisory personnel and execution personnel shall show each other mutual respect.

Complaints and comments shall be transmitted via the trade union delegation, or failing that, by official channels.

Article 46
The employer and its representatives shall refrain from:

- indulging in treatment contrary to good conduct,
- interfering in the employee's private life, family, housing, convictions or his membership in any organization whatsoever:
- jeopardizing the dignity, social promotion and good understanding between employees and the relations existing between the employee and his trade union delegate;
- proffering threats or insults, tormenting, humiliating or mistreating employees;
- allowing use of premises, equipment, machines, products, individual means of protection that do not meet conditions of safety and hygiene.

Article 47
The employer and his agents are required to comply with regulations on the use of languages concerning social relations between employers and their personnel.

Article 48
The personnel is required to follow instructions and comply with measures taken by the management of which it is informed either by means of posters, or service memos.

Members of the staff cannot:

- enter the premises of the enterprise in a state of intoxication, bring alcoholic beverages into the enterprise (except with authorization from the employer);
- quarrel, make statements or show attitudes contrary to decency, undertake personal work at the workplace, during working hours;
- smoke in the enterprise except in a place intended for this purpose, where applicable;
- show disrespect to management personnel, colleagues and to persons foreign to the company;
- remove from the work place documents, objects or supplies belonging to the company;
- bring persons from outside the company into premises not planned for the public, without approval of the head of security, except for persons authorized in the context of social inspections;
  The person who brings persons into the company without complying with the safety and security instructions does so under his full civil responsibility and explicitly exempts the employer without reserve from any civil and/or criminal liability.
- contrary to instructions use the telephone, fax, e-mail or postal services of the enterprise for personal purposes, except in cases of emergency;
- introduce and distribute printed material and tracts without authorization
- undertake collection of funds without authorization;
- sell objects in the premises of the enterprise without prior authorization of the employer;
- read at the work place and during working hours printed materials, newspapers or books other than those for professional reasons
- listen to music at the workplace (using a radio, CD reader or other personal equipment). Members of the personnel who do not respect this provision run the risk of paying copyright to Sabam;
- leave or stop ongoing work without valid reason or without authorization of his superior;
- remain in the offices and premises of the enterprise after the time set for departure (subject to special provisions);
- disclose professional secrets or processes;
- accept gratifications of any kind whatsoever;
- deteriorate the movable or immovable property of the company;
- bring animals into the enterprise;
- display, post or disseminate images that jeopardize the dignity of any person;
- exercise an activity as a self-employed person or employee (referring here to both categories) that the employee knows or should know could have an impact on his professional activity in the enterprise, except after informing and obtaining authorization of the employer.

Title X General requirements pertaining to safety and hygiene

Article 49
Employees shall pay the necessary attention to their personal safety and that of their work colleagues. To this end, the employer or its representatives shall accept employees' complaints in the forms prescribed by the relevant legal provisions.

Employees must inform members of the committee for prevention and protection at work (hereinafter the « CPPW »), or failing that, members of the trade union delegation, or failing that, the employer or its representatives, of any danger that they notice in relation to the goods, equipment and material that they have at their disposal. The employer is obliged to examine these complaints with the trade union delegation wherever it may be, and to take the necessary measures. While waiting for a ruling to be given on these complaints, the employee is forbidden from using the equipment or material considered to be defective by the employee, and from remaining in a situation which could be dangerous for him or her.

Article 50
The employer or its representatives are obliged to:

- abide by the provisions of the Code on well-being at work in relation to prevention and protection at work, and more specifically, to only use personal protective equipment which meets safety standards and to keep it in good condition;
- strictly abide by the recommendations in relation to prevention and protection made by the competent departments responsible for prevention and protection at work;
- have work carried out under the necessary safety and health standards;
- inform employees of the measures to take in relation to prevention and protection; more specifically, before having them carry out work which poses a risk of accident and/or occupational illnesses;
- immediately take measures in order to remove imminent dangers.

Article 51 Protection from work-related psychosocial hazards, including violence, bullying or sexual harassment at work

1. Declaration of principles

The employer and the employee are obliged to show each other mutual esteem and respect. In this regard, any act of violence, bullying or sexual harassment at work is considered reprehensible and shall lead to an investigation, and if necessary, to appropriate disciplinary action.
The employer will also take the appropriate preventive measures against psychosocial hazards.

2. Definitions

Work-related psychosocial hazards could be defined as a probability of psychological harm which may also be accompanied by physical harm being sustained by one or more employees as a result of exposure to elements linked to work organization, job content, working conditions, conditions of working life and interpersonal relationships in the workplace on which the employer has an impact and which objectively pose a danger.

Work-related psychosocial hazards include among others: violence, bullying or sexual harassment at work which can be defined as follows:

Violence at work is defined as any de facto situation in which an employee or another person is threatened or assaulted psychologically or physically when carrying out his or her work. For example: verbal abuse, insults, harassment, etc.

Bullying at work is defined as several abusive behaviours - which may be similar or different, and inside or outside the company or institution - which occur over a certain period of time, the purpose or effect of which is to damage the personality, dignity or physical or psychological integrity of an employee or other person to whom this part applies. These behaviours occur while the employee or another person is carrying out his or her work in order to put his or her employment in jeopardy or to create an intimidating, hostile, degrading, humiliating or offensive environment, and appear in particular as words, intimidation, actions, gestures or unilateral writing. These behaviours may in particular be linked to age, marital status, birth, property, religious or philosophical belief, political or social convictions, language, present or future state of health, handicap, physical or genetic characteristics, social origin, nationality, presumed race, skin colour, descent or national or ethnic origin, gender, sexual orientation, gender identity and gender expression.

By **sexual harassment at work** we understand any undesired verbal, non-verbal or physical behaviour with a sexual connotation, the purpose or effect of which is to damage the dignity of a person or to create an intimidating, hostile, degrading, humiliating or offensive environment.

3. Measures

The following measures are taken in order to protect employees from psychosocial hazards:

- a prevention plan has been elaborated to enable a preventive risk analysis;
- necessary physical and organisational measures are taken in order to prevent psychosocial hazards;
- management takes all measures possible in order to prevent and fight against work-related psychosocial hazards;
- employees receive all information and training necessary in relation to protection and the fight against psychosocial hazards;
- measures have been implemented to support employees in resuming work after a leave due to psychosocial risks;
- the employer will provide the CPPW with all needed information so that it may carry out its duties;
- specific measures are taken in order to protect employees, who, while carrying out their work, are in contact with others in the workplace.

In addition, the employer has drawn up detailed procedures mentioned here below for the employees who consider they have sustained harm resulting from psychosocial hazards. These measures have been decided with the agreement of the CPPW, failing that, with the agreement of the members of the trade union delegation, or failing that, with the agreement of the employees.

4. Appointment of the prevention advisor knowledgeable in "psychosocial aspects" and, when appropriate, one or more confidential counsellor(s)

The following individuals have been put in charge of welcoming, helping and supporting victims of psychosocial hazards: the prevention advisor knowledgeable in "psychosocial aspects" (hereinafter the "CPAP") and, when appropriate, one or more confidential counsellor(s) whose contact details are mentioned here below:

- contact details of the CPAP or of the Service for Prevention and Protection at Work for which the prevention advisor performs his tasks:

……
……

- when appropriate, contact details of the confidential counsellor(s)

……

5. *Procedures directly accessible to an employee who considers he has sustained harm resulting from psychosocial hazards*

Apart from the possibility of taking contact with the employer, with the managers, with a member of the CPPW or a member of the trade union delegation, the employee who considers he has sustained harm resulting from psychosocial hazards at work can request the CPAP or, when appropriate, the confidential counsellor(s) to intervene following the internal procedure mentioned here below.

Within 10 calendar days of this first contact, the confidential counsellor or the CPAP will hear the employee and inform him or her about the possibilities of interventions in accordance with the internal procedure. Upon request of the employee, a document will be drawn up to confirm the personal interview.

The employee may choose between an informal request for psychosocial intervention or a formal request for psychosocial intervention which are not mutually exclusive and may be combined.

A. Informal request for psychosocial intervention

In the case of an **informal request for psychosocial intervention**, the employee asks that the employee and the confidential counsellor or the CPAP look informally for a solution, for instance through:

- interviews including supporting, active listening and advice;
- an intervention with another person from the company, in particular with a member of the management;
- a conciliation between the persons involved, with their consent.

The type of informal psychosocial intervention chosen by the applicant is registered into a document dated and signed by the intervener and the applicant who receives a copy of it.

B. Formal request for psychosocial intervention

In the case of a **formal request for psychosocial intervention**, the employee is allowed to officially ask the employer to take all collective and individual protective measures required in order to prevent and fight against any harm resulting from psychosocial hazards, based on the advice of the CPAP.

If the formal request for intervention concerns, according to the employee, cases of violence, bullying or sexual harassment at work, this request shall bear the denomination "formal request for psychosocial intervention for acts of violence, bullying or sexual harassment at work" and will be handled on the basis of the special provisions mentioned at point 6.

The procedure to be followed for a formal request for intervention is described here below.

Prior to the request being sent, the employee has to have a mandatory personal interview with the CPAP. This interview takes place within 10 calendar days after the day on which the employee has expressed willingness to submit his/her formal request for psychosocial intervention. The CPAP certifies in a document that the mandatory personal interview took place and gives a copy of this document to the employee.

After this interview, the employee may submit his/her formal request for psychosocial intervention using a document dated and signed by him or her and containing a precise description of the problematic work situation and the request made to the employer to take the appropriate measures to stop the situation. The employee has to forward this document to the CPAP or to the external service for which this prevention advisor performs his tasks, by registered letter or by asking a signed paper copy as acknowledgement of its receipt. When the document is sent by registered letter, it is deemed to have been received on the third following working day after the date of shipment. The CPAP shall refuse the introduction of a formal request for a psychosocial intervention when it is obvious that the situation described by the employee does not imply violence, harassment or sexual harassment at work. The request has to be accepted or rejected within 10 calendar days after receipt of the document. Failing that, the request is deemed to be accepted.

The formal request for psychosocial intervention will be handled differently depending on whether this will be a collective or an individual request.

B.1. Collective formal request for psychosocial intervention

The following principles do not apply to formal requests for psychosocial intervention for acts of violence, bullying or sexual harassment at work which are always handled as individual requests for intervention.

When the employee refers in his/her request to a situation which has mainly to do with risks of a collective nature, the CPAP informs as soon as possible in writing:

- the employer that a collective formal request for psychosocial intervention has been submitted and will be handled as such; he mentions the hazardous situation described by the employee (without divulging his/her identity) and the date when the employer has to make a decision regarding the measures he intends to take on the matter ;
- the applicant that his/her request has mainly to do with risks of a collective nature (and will be handled as such) and mentions when the employer has to make a decision regarding the measures he intends to take on the matter.

The employer makes a decision regarding the measures he intends to take on the matter, when appropriate, after performing a specific risk analysis.

If there is a CPPW or a trade union delegation inside the company, the employer makes a decision after:

- having forwarded them the document that mentions the hazardous situation described by the employee without divulging his/her identity;
- having asked them for their views regarding the requests handling process;
- when appropriate, having presented the results of the specific risk analysis containing only anonymous data;
- having asked them for their views regarding the measures to take on the matter.

Within a maximum of three months from the moment when the employer has been informed by the CPAP of the collective formal request for psychosocial intervention, the employer has to communicate his reasoned decision in writing regarding the measures he intends to take on the matter:

- to the CPAP who informs the applicant;
- to the prevention advisor in charge of the internal Services for Prevention and Protection at Work when the CPAP belongs to an external Services for Prevention and Protection at Work;
- when appropriate, to the CPPW or the trade union delegation.

When the employer performs a specific risk analysis, that time limit may be extended by a further period of three months.

The employer implements as soon as possible the decided measures.

If necessary, the CPAP provides the employer, directly and in any case before the end of the three-month period, with written suggestions of prevention measures that can be provisional, in order to prevent the applicant suffering severe health damage.

The employer implements as soon as possible the measures suggested by the CPAP or measures offering an equivalent level of protection.

If the employer did not carry out any specific risk analysis or if this analysis has not been performed in association with the CPAP, provided that the applicant gives his/her written consent, the CPAP will handle the request as an individual formal request for psychosocial intervention in cases where:

- the employer does not communicate his decision within the three-month time-limit;
- the employer decides not to take prevention measures;
- the employee who has submitted the request considers that the prevention measures are not appropriate for his/her situation.

The CPAP warns in writing the employer as soon as possible and provides him with the identity of the applicant.

B.2. Individual formal request for psychosocial intervention

When the request of the employee has mainly to do with risks of an individual nature, the CPAP informs in writing the employer and provides him with the identity of the applicant.

The CPAP investigates the specific situation in an impartial manner taking into account the information provided by the persons he deems expedient to be heard and draws up an advice that he forwards within a maximum of two months from the acceptance of the request:

- to the employer;
- provided that the applicant gives his/her consent, to the confidential counsellor if this person has been informally involved in this situation.

That time limit may be extended by a further period of three months under certain conditions.
The CPAP informs in writing as soon as possible the applicant and the other person who might be directly concerned:

- of the date when he gave his advice to the employer;
- of the suggestions of collective and individual prevention measures to be implemented in the specific working situation in order to eliminate the potential risk and to limit the harm and of the justification of these suggestions insofar as this justification facilitates understanding of the situation and acceptance of outcome of the procedure.

The CPAP, when he belongs to an external Service for Prevention and Protection at Work, also informs in writing the prevention advisor in charge of the internal Services for Prevention and Protection at Work:

- of the suggestions of collective and individual prevention measures to be implemented in the specific working situation in order to eliminate the potential risk and to limit the harm;

- of the suggestions of collective prevention measures to be implemented in order to prevent any repetition of such working situations;
- of the justifications of these suggestions insofar as they enable him to fulfil his coordination tasks.

If the employer intends to take individual measures in respect of the employee, he prior notifies in writing the employee, no later than one month after receiving the advice of the CPAP.

If the adoption of these measures modifies the working conditions of the employee, the employer provides the employee with a copy of the advice of the CPAP and interviews the employee who may be assisted by any person of his/her choice.

Within a maximum of two months from the receipt of the advice of the CPAP, the employer communicates his reasoned decision in writing regarding the measures he intends to take on the matter:
- to the CPAP;
- to the applicant and to another person who might be directly concerned;
- to the prevention advisor in charge of the internal Services for Prevention and Protection at Work when the CPAP belongs to an external Services for Prevention and Protection at Work.

The employer implements as soon as possible the measures decided.

6. Procedures applicable in the event of violence, bullying or sexual harassment at work

The employee who deems himself/herself to be victim of violence, bullying or sexual harassment at work is entitled to be supported and advised and to benefit from an intervention following the internal procedure described here above for a formal or informal request for psychosocial intervention submitted to the CPAP or, when appropriate, the confidential counsellor(s). These persons will step in quickly and in a completely impartial manner.

In addition to the general provisions of this internal procedure, the special provisions mentioned in this chapter will apply for formal requests for psychosocial intervention submitted to the CPAP for violence, bullying or sexual harassment at work.

The formal request for intervention must contain the following details:

- a precise description of the events considered by the employee as violence, bullying or sexual harassment at work;
- the time and place of the events;
- the identity of the person against whom allegations have been made;
- the request made to the employer to take the appropriate measures to stop the situation.

This request will be handled as an individual formal request for intervention.
The CPAP shall refuse the introduction of a formal request for a psychosocial intervention when it is obvious that the situation described by the employee does not imply violence, harassment or sexual harassment at work.

Once the CPAP accepts the request, he informs the employer in writing of a request for formal psychosocial intervention and specifies that the applicant shall benefit from a special protection against dismissal from the date on which the request has been received.

The CPAP:
- informs as quickly as possible the person against whom allegations have been made of the complaints made against him or her;

- interviews the persons, witnesses or other involved persons he deems expedient to be heard and investigates the request in a completely impartial manner;
- immediately notifies the employer that the employee who has testified (and whose identity is revealed) receives special protection against dismissal.

The person against whom allegations have been made and the witnesses receive a copy of their declarations dated and signed with mention, when appropriate, of their consent to the forwarding of their declarations to the Public Prosecutor upon request.

In view of the seriousness of the facts, the CPAP provides the employer with suggestions of provisional measures before providing advice. The employer communicates in writing as soon as possible to the CPAP his reasoned decision regarding the suggested provisional measures.

In addition, the CPAP also provides notice to the Centre for Equal Opportunities and the Fight against Racism and to the Institute for the Equality of Women and Men, upon written request and provided that the employee gave his written consent indicating that the Centre and the Institute cannot forward this notice to the employee.

The CPAP is obliged to bring the matter before the "Inspection du contrôle du bien-être au travail" if the employer does not take the requested provisional measures or if the CPAP notes, after having given his advice, that the employer did not take any measures or did not take any appropriate measures while there is a serious and immediate risk for the employee or if the person against whom allegations have been made is the employer or belongs to the management.

An employee employed by a sub-contractor who deems himself/herself to be the victim of violence, bullying or sexual harassment at work from an employee of the employer who the applicant permanently performs activities for, may use the internal procedure of the employer at whose location these activities are carried out.

If individual prevention measures have to be taken in respect of an employee from a subcontractor, the employer at whose location these activities are permanently carried out shall establish all appropriate contacts with the subcontractor in order that the measures can be effectively implemented.

7. Procedure of returning to work

The employer takes all necessary and appropriate measures required to support employees in resuming work after a leave due to psychosocial risks, particularly those who deemed themselves victims of violence, bullying or sexual harassment at work.

The employer also ensures that the employees who have been victim, in the execution of their work, of an act of violence committed by a third party who is on the workplace receive suitable psychosocial support from specialized services or institutions.

8. Individual file

The CPAP keeps individual records of each informal or formal procedure including all official documents drafted in the course of the procedure.

If the formal request for psychosocial intervention concerns violence, bullying or sexual harassment at work and if the applicant or the person against whom allegations have been made intends to initiate legal proceedings, the employer provides them upon request with a copy of the advice of the CPAP.

Article 52 Preventive policy with regard to alcohol and drugs

The implementation of a policy aimed at promoting employees' welfare during the execution of their work is an integral part of the general policy of the Company. A preventive policy with regard to alcohol and drugs is an integral part of it.
The work-related consumption of alcohol and drugs is indeed one of the factors that can negatively influence the safety, health and well-being of employees and their families. Furthermore, it can also have a negative impact on the productivity and the quality of work and damage the Company's image.
With respect to the prevention policy regarding work-related alcohol and drugs use, the Company wants to appeal to common sense and responsible behaviour of all its employees and any other person present at the workplace.
The Company expects its employees and any other person present at the workplace to behave reasonably regarding alcohol consumption, in order to prevent that this consumption leads to problematic situations for themselves or their colleagues. In this respect, the Company expects its leaders to have exemplary conduct and to intervene adequately towards their employees in problematic situations.
The Company believes that in the current state of the situation and mutual relations, there is no need to develop detailed rules and regulations. We believe that the existing agreements concerning the operation of employees and executives offer sufficient possibilities to intervene appropriately, as far as necessary.

Title XII Sanctions and penalties

Article 53

In the event of failure to comply with one of the articles in these regulations, with service memos and generally speaking, with discipline in the enterprise, the employer can apply one of the following sanctions, in view of the seriousness of the misconduct or its repetition, without respecting the order in which they are mentioned:

- a verbal warning;
- a written warning;
- a €50 fine;
- lay-off for disciplinary reasons without remuneration during 1 to 3 days.

.

Article 54

Before the nearest date for payment of remuneration, the employer is required to set down the penalty applied in a register containing the names of employees on whom penalties were inflicted, the date and the grounds as well as the nature of the penalty and the amount of it if a fine is charged.

If the penalty consists of a fine and it is withheld from the remuneration, the total amount of fines charged per day cannot exceed one-fifth of the daily remuneration due for each pay in cash, after deduction of social security contributions.

The proceeds from any fines inflicted shall be allocated to the benefit of the personnel of the company and shall be used as follows (to be set by the Works Council if there is one);

<@...>.....

.....

.....

Article 55
Employees who have a complaint to make or comments and challenges to be presented as concerns the penalties that are notified to them can lodge an appeal with:
....., who will decide

within a period of ….. days after having heard all the parties.

Title XIII Miscellaneous and appendices

Article 56
A copy of the law of 15 January 1990 on the Trade and Company Registry (*Banque Carrefour*) and a copy of the Royal Decree of 13 August 1990 taken to implement this law can be consulted by the personnel. They are posted in the premises of the enterprise at the following place: **<@...>**.....

Article 57
Please find below the list of appendices that complete work regulations. Appendices 1, 2, 4, 8 and 11 are mandatory.

- Appendix 1 : working hours in force in the enterprise
- Appendix 2 : collective labour agreement n° 25 of 15 October 1975 on equal pay for male and female employees
- Appendix 3: names of the members of the corporate bodies
- Appendix 4: medical service in case of occupational accidents
- Appendix 5: control over the use of the Internet and email
- Appendix 6: regulation prohibiting smoking within the enterprise
- Appendix 7: video surveillance in the workplace
- Appendix 8: control of employees on leaving the enterprise
- Appendix 9: collective labour agreements and/or the following collective agreements, concluded for the enterprise, and governing the working conditions within the enterprise
- Appendix 10: use of an electronic signature to conclude employment contracts and electronic filing of certain social documents
- Appendix 11: luncheon vouchers
- Appendix 12: regulation on the supplementary pension scheme
- Appendix 13: preventive policy with regard to alcohol and drugs: concrete measures
- Appendix 14: Social media policy

Title XIV Final provision

These regulations were set down in a proposal.
If there is no works council, the proposal was communicated to the employees by the employer during a period of 15 days, subject to regular consultation of employees, and communicated to the competent civil servant at the Inspection of social laws.
If a works council has been created, the proposal was discussed in that body. It was also brought to the attention of employees by means of posters put up for informational purposes.

These work regulations entered in force on: **<@...>**…….