



DECENT WORK CHECK

CHAD 2023

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WageIndicator Foundation - www.wageindicator.org

WageIndicator started in 2001 to contribute to a more transparent labour market for workers and employers by publishing easily accessible information on a website. It collects, compares and shares labour market information through online and face-to-face surveys and desk research. It publishes the collected information on national websites, thereby serving as an online library for wage information, labour law, and career advice, both for workers/employees and employers. The WageIndicator websites and related communication activities reach out to millions of people on a monthly basis. The WageIndicator concept is owned by the independent, non-profit WageIndicator Foundation, established in 2003. The Foundation has offices in Amsterdam (HQ), Ahmedabad, Bratislava, Buenos Aires, Cape Town, Islamabad and Venice.

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Bibliographical information

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INTRODUCTION

Decent Work is the type of work for which all of us aspire. It is done under conditions where people are gainfully employed (and there exist adequate income and employment opportunities); social protection system (labour protection and social security) is fully developed and accessible to all; social dialogue and tripartism are promoted and encouraged; and rights at work, as specified in ILO Declaration on Fundamental Principles and Rights at Work and Core ILO Conventions, are practised, promoted and respected.

WageIndicator Foundation has been working, since late 2007, to raise awareness on workplace rights through a unique tool, i.e., **Decent Work Check**. The Decent Work Check considers different work aspects deemed necessary in attaining “decent work”. The work makes the abstract Conventions and legal texts tangible and measurable in practice.

The Decent Work Check employs a double comparison system. It first compares national laws with international labour standards and scores the national regulations (happy or sad face). If national regulations in a country are not consistent with ILO conventions, it receives a sad face and its score decreases (and vice versa). It then allows workers to compare their on-ground situation with national regulations. Finally, workers can compare their personal score with national score and see whether their working conditions are consistent with national and international labour standards. The Check is based on de jure labour provisions, as found in the labour legislation.

A Decent Work Check is beneficial both for employees and employers. It gives them knowledge, which is the first step towards any improvement. It informs employees of their rights at the workplace while simultaneously enlightening employers about their obligations. Decent Work Check is also helpful for researchers, labour rights organisations conducting surveys on the situation of rights at work and the general public wanting to know more about the world of work. For example, WageIndicator teams worldwide have found out that workers, small employers and even labour inspectors are not, sometimes, fully aware of the labour law. When you are informed – being a worker, self-employed, employee, employer, policymaker, labour inspector – there is a greater possibility that you ask for your rights (as a worker), you comply with rules (as an employer), and you strive to enforce these (as a labour inspector).

The work is relevant to the challenges posed to the future of work, especially the effective enforcement of legislation in financially constrained states, a rise in precarious employment and analysing the impact of regulatory regimes.

In 2023, the team aims to include at least 15 more countries, thus taking the number of countries with a Decent Work Check to 125!

The text in this document was last updated in April 2023. For the most recent and updated text on Employment & Labour Legislation in Chad in French, please refer to: <https://votresalaire.org/tchad>

MAJOR LEGISLATION ON EMPLOYMENT AND LABOUR

1. Constitution of Chad 2018
2. Labour Code 1996
3. General Collective Agreement, 2002
4. Decree Concerning the Increase of the Minimum Wage for Agricultural and Non-Agricultural Workers
5. Decree No. 11-055 PR/PM/MFPT
6. Decree Fixing the Modalities on the Application of Working Time
7. Decree No. 57 / PR-MTJS-DTMOPS of 8 February 1969
8. Decree No. 97-413 PR / MFPT
9. Decree No. 56 / PR-MTJS-DTMOPS
10. Social Security Code
11. Decree No. 58 / PR-MTJS-DTMOPS
12. Decree No. 55 / PR-MTJS-DTMOPS of 8 February 1969 on child labour

01/13 WORK & WAGES

ILO Conventions

Minimum wage: Convention 131 (1970)

Regular pay & wage protection: Conventions 95 (1949) and 117(1962)

Chad has ratified the Convention 95 only.

Summary of Provisions under ILO Conventions

The minimum wage must cover the living expenses of the employee and his/her family members. Moreover, it must relate reasonably to the general level of wages earned and the living standard of other social groups. Wages must be paid regularly on a daily, weekly, fortnightly or monthly basis.

Regulations on work and wages:

- Labour Code 1996
- General Collective Agreement, 2002
- Decree Concerning the Increase of the Minimum Wage for Agricultural and Non-Agricultural Workers
- Decree No. 11-055 PR/PM/MFPT

Minimum Wage

There are no statutory minimum wages in Chad. Minimum guaranteed wage for the agriculture (SMAG) and non-agriculture (SMIG) workers is determined by the mutual agreement of the organizations that represent employers and workers. Minimum wages are revised at regular interval as determined in the agreement. Wages determined during this agreement are considered as having the force of law between the parties and their implementation is carried out by the labour inspectorate. Conflicts arising due to non-adherence to the agreement falls within the competence of the Labour Inspectorate and/or Labour Court.

Wage Scale is established during an agreement for all the workers in accordance with their classification and it is published in an official decree. Criteria to set forth the wages could not be located in the legislation. Minimum wage for agricultural workers (SMAG) differs from that of non-agricultural workers (SMIG).

Piece-rate worker must be paid by the employer the same wage a worker paid per hour would receive for the same or similar work. Young workers (14-18 years), working under apprenticeship, should receive at least 80% of the relevant minimum wage.

Minimum wage rates, as well as the

conditions for remuneration for piecework must be posted at the employers' offices and at the payroll of the staff.

Compliance with all labour legislation including minimum wage is ensured by the labour inspectorate. Workers may file a complaint with the labour inspectorate. The inspectorate is empowered to issue proceedings against an employer for failing to follow the provisions of Labour Code including the minimum wages set by agreement. Employers who do not respect the wage clauses in collective agreements have to pay a fine of 14,000 to 73,500 CFA Francs. In the event of subsequent offence, the fine ranges from 73,500 to 147,000 CFA Francs.

Source: §249-252, 288 & 485 of the Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail); §7-11 of the Decree Concerning the Increase of the Minimum Wage for Agricultural and Non-Agricultural Workers, Decree No. 11-055 PR/PM/MFPT

Regular Pay

Salary must be paid by the employer in legal tender at or near the workplace. If an employee is absent on the pay day, he/she may receive it next day during working hours or in accordance with the internal rules of the enterprise.

The employer is obliged to issue to the worker, at the time of payment, an individual pay slip whose content is determined by decree on the proposal of the Minister of Labour and Social Security. The employer must also maintain a document evidencing the payment of wages that could be presented at the request from the labour Inspector.

Wages are paid by hourly, daily or monthly basis. Monthly payment of wages must be made within 08 days of the end of wage period.

In case of termination or breach of contract, the salary and allowances are paid at the end of the service. However, in case of dispute, the employer may obtain from the President of the Labour and Social Security Tribunal, the temporary withholding of all or part of the sums due.

Benefits received in kind may give rise to a deduction from the workers' salary. In the event that the employer provides the worker with one meal, an amount equal to the hourly minimum wage rate for agricultural workers may be deducted from the worker's salary. If the daily ration is provided for the worker, an amount equal to twice the hourly minimum wage rate for agricultural workers may be deducted.

Payment of all or part of the salary in kind or in alcohol, alcoholic beverages and drugs is strictly prohibited.

Source: §257-265 of the Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail); §5 & 6 of the Decree Concerning the Increase of the Minimum Wage for Agricultural and Non-Agricultural Workers, Decree No. 11-055 PR/PM/MFPT; §41 & 45 of the General Collective Agreement, 2002

02/13 COMPENSATION

ILO Conventions

Compensation overtime: Convention 01 (1919)

Night work: Convention 171 (1990)

Chad has not ratified any of the above-mentioned Conventions.

Summary of Provisions under ILO Conventions

Working overtime is to be avoided. Whenever it is unavoidable, extra compensation is at stake - minimally the basic hourly wage plus all additional benefits you are entitled to. In accordance with ILO Convention 1, the overtime pay rate should not be less than one and a quarter-time (125%) of the regular rate.

Night work means all work which is performed during a period of not less than seven (07) consecutive hours, including the interval from midnight to 5 a.m. A night worker is a worker whose work requires the performance of a substantial number of hours of night work which exceeds a specified limit (at least 3 hours). Convention 171 requires that night workers be compensated with reduced working time or higher pay, or similar benefits. Similar provisions are found in the Night Work Recommendation No. 178 of 1990.

If a worker has to work on a national/religious holiday or a weekly rest day, he/she should be entitled to compensation. Not necessarily in the same week, provided that the right to paid compensation is not.

If a worker has to work during the weekend, he/she should thereby acquire the right to a rest period of 24 uninterrupted hours instead. Not necessarily at the weekend, but at least in the course of the following week. Similarly, if a worker has to work on a public holiday, he/she must be given a compensatory holiday. A higher rate of pay for working on a public holiday or a weekly rest day does not take away the right to a holiday/ rest.

Regulations on compensation:

- Labour Code 1996
- Decree Fixing the Modalities on the Application of Working Time
- General Collective Agreement, 2002
- Decree No. 57 / PR-MTJS-DTMOPS of 8 February 1969
- Decree No. 97-413 PR / MFPT

Overtime Compensation

Every hour spent at the workplace is considered working time. The establishments foreseen in *Decree Fixing the Modalities on the Application of Working Time* apply the week of 40 hours of work, choosing one of the modalities of application below:

- Limitation of the effective work to 8 hours per day divided in 5 working days, with a weekly rest day during the week;
- Limitation of the effective work to 6 hours and 40 minutes per working day;
- Unequal division among the working days of the 40 hours of work, with a maximum of 8 hours of work per day, in order to allow half a day of weekly rest period.

In accordance with the Labour Code, in every non-agricultural establishment, public or private, even those destined to education or benevolence, the working time of employees, from both sexes, of every age, working by time, or at a piece-rate, cannot exceed 39 hours per week.

Overtime are the working hours exceeding normal hours of work. Overtime work can be performed when rules on equivalence are applied to overtime, recovery of lost working time, and their modulation. The

employer can require the workers to perform a maximum of 94 hours per year of overtime, under the condition of informing the labour inspectorate and displaying it at the workplace. Besides that, the conditions for performing overtime work are fixed by a decree enacted by the Council of Ministers after proposition of the Minister of Labour and Social Security, or proposition of the Minister of Labour and Social Security and Minister of Agriculture, according to the case.

Unless there are derogations, made by decree enacted by a council of Ministers under proposition of the Minister of Labour and Social Security, related to urgent work requiring immediate execution, in order to prevent accidents threatening the material, the facilities, the company's buildings, or in order to repair eventual consequences arising from such accidents, or related to preparatory or complementary work, the number of overtime hours performed cannot push the regular working time beyond 11 hours per day, nor 54 hours per week.

Overtime work is compensated at a rate that is fixed by a decree enacted by a Council of Ministers, under proposition from the Minister of Labour and Social Security. More favourable rates can be fixed through collective agreements. In accordance with the general collective agreement, overtime work is compensated as follows:

- 10% surcharge for the first eight overtime hours;
- 25% increase for overtime worked beyond the 8th hour;
- 50% increase for overtime hours worked at night;
- 50% increase for overtime hours worked on weekly rest days and public holidays;

- 100% premium for night overtime on weekly and public holidays.

The application of the above provisions cannot result in a reduction in the remuneration of overtime received previously. Except in special cases determined by the subsidiary agreements, there is no increase in normal hours at night and on non-working days.

Source: §194-199 of the Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail); §02 of the Decree Fixing the Modalities on the Application of Working Time; §54 of the General Collective Agreement, 2002

Night Work Compensation

The hours during which the work is considered night work are determined by decree enacted by the Council of Ministers under proposition of the Minister of Labour and Social Security.

Work performed between 22:00 and 05:00 is considered night work. The beginning and the end of night work can vary according to the season, but should encompass the period between 22:00 and 05:00 of the following day.

Night work is prohibited for young workers under 18 years of age. Night work is prohibited for women working in industry, except for managers, non-manual workers and those working in family undertakings.

No provision could be located that provide monetary allowance or reduction in working hours for night. However, overtime work at night hours is compensated as follows:

- 50% increase for overtime hours

worked at night; and

- 100% premium for night overtime on weekly and public holidays.

Source: §204-206 of the Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail); §1 of the Decree No. 57 / PR-MTJS-DTMOPS of 8 February 1969 fixing the hours during which work is considered night work; §54 of the General Collective Agreement, 2002

Compensatory Holidays / Rest Days

No provision could be located in law that provides compensatory rest for work on weekly rest day and public holiday.

Weekend / Public Holiday Work Compensation

Weekly rest and public holiday may be suspended in case of urgent work to be performed immediately to organize safety measures, or to prevent or repair accidents to material. In industries with perishable goods or in case of exceptional overload of work, the weekly rest day may be suspended for a maximum of twice a month and six times in a year against overtime financial compensation.

In accordance with the general collective agreement, overtime work is compensated as follows:

- 50% increase for overtime hours worked on weekly rest days and public holidays;
- 100% premium for night overtime on weekly and public holidays.

The workers occupied during public holiday have the right to, besides the due salary correspondent to the work performed, an indemnity equal to the amount of such a

salary.

Source: Decree No. 56 / PR-MTJS-DTMOPS of 8 February 1969 laying down detailed rules for the implementation of weekly rest; Decree No. 97-413 PR / MFPT of 30 September 1997 amending the list and the regime for public holidays; §54 of the General Collective Agreement, 2002

03/13 ANNUAL LEAVE & HOLIDAYS

ILO Conventions

Convention 132 (1970) on Holidays with Pay Convention
Conventions 14 (1921), 47 (1935) and 106 (1957) for weekly rest days.
In addition, for several industries, different Conventions apply.

Chad has ratified the Conventions 14 & 132 only.

Summary of Provisions under ILO Conventions

An employee is entitled to at least 21 consecutive days of paid annual leave. National and religious holidays are not included. Collective agreements must provide at least one day of annual leave on full remuneration for every 17 days on which the employee worked or was entitled to be paid.

A worker should be entitled to paid leave during national and officially recognised public holidays.

Workers should enjoy a rest period of at least twenty-four consecutive hours in every 7-day period, i.e., a week.

Regulations on annual leave and holidays:

- Labour Code 1996
- Decree No. 97-413 PR / MFPT
- Decree No. 56 / PR-MTJS-DTMOPS
- General Collective Agreement, 2002

Paid Vacation / Annual Leave

Workers are entitled to 24 working days of annual leave after one year of service. Annual leave, paid by the employer, is provided at the rate of two days per month of paid leave. One month of effective work is the period equivalent to 04 weeks or 24 days of work. Collective agreements may have more favourable provisions for workers under 18, women workers and workers with long years of service. National Collective Agreement has following provisions on annual leave:

- Young workers under 18: 2 working days per month;
- Mothers employees: one (1) additional day per year for each dependent child under 14;
- Workers with over 10 years of service with the enterprise;
 - 2 days after ten years of service;
 - 4 days after 20 years of service; and
 - 6 days after 25 years of service.

The leave must be taken within 12 months of its entitlement. The duration of the leave may not be deducted from the leave of absence granted to the worker in respect of family events directly affecting his own home (for maximum ten days). Public holidays are not part of annual leave.

The timing of annual leave is fixed by the employer taking into account the nature of the work and, to the extent possible, the

worker's wishes. Each worker is notified of the leave schedule at least 15 days before the date of its beginning. With the consent of the employee, the annual leave may be split provided that the employee receives at least 14 consecutive days' leave (inclusive of weekly rest days and public holidays).

For employees employed outside their place of recruitment, traveling times are not taken into account in the minimum period of uninterrupted rest.

Annual leave is fully paid leave. Workers are paid their wages during annual leave except for some allowances and benefits in kind. In addition to the leave allowance, the employer should cover the travel expenses of workers employed outside their place of recruitment, their spouses and minor children usually living with them, and the cost of transporting their baggage from the place of employment to the place of recruitment under the conditions provided by the law.

The return to the place of employment is due only if the contract has not expired before the date of the end of the leave and if the employee is, on that date, able to resume his service. In the case of splitting of annual leave, travel expenses are only due for the longer of the split leave period.

In case of termination before the employee has actually been able to take his leave, an allowance calculated on the basis of the leave entitlements acquired on the day of expiry of the contract must be paid to him. Apart from this case, any agreement providing for compensation in lieu of leave is considered null and void.

Source: §212-223 of the Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail); §57 of the General

Pay on Public Holidays

Legislation in Chad provides for both paid and unpaid public holidays. Paid holidays include New Year's Day (1 January); Labour Day (1 May); Anniversary of the Proclamation of Independence/National Day (11 August); and Day of Freedom and Democracy (1st December). When these festivals fall on a Sunday, the following Monday is a holiday, paid and unpaid.

Unpaid public holidays include: All Saints Day (1 November); Anniversary of the Proclamation of the Republic (28 November); Christmas (25 December); Easter Monday; Birthday of the Prophet Muhammad (PBUH)/ Maouloud El Nebi; Feast of Breaking the Fast/Aïd El Fitir; and Feast of Sacrifice/Aïd El Adha. These holidays do not give rise to any compensation and an employer may recover the hours lost in other working days.

Muslim holidays follow the lunar calendar and thus their dates are liable to change every year.

Source: Decree No. 97-413 PR / MFPT of 30 September 1997 amending the list and the regime for public holidays

Weekly Rest Days

The weekly rest period is compulsory for at least of 24 consecutive hours. It takes place, in principle, on Sundays.

Weekly rest for shop workers may be granted from Sunday noon with a compensatory half-day of rest per week or one day per fortnight.

The following undertakings are entitled to grant the weekly rest day on a rotation basis: food products, hotel and catering, medical establishments, transport, light and electricity, industries with perishable goods where any interruption of work entails loss of products.

In case a simultaneous weekly rest day for all staff is prejudicial to the undertaking's normal functioning, a day other than Sunday can be given to all staff, or Sunday noon to Monday noon, or Sunday afternoon with one-day compensatory rest every 15 days on a rotation basis.

Apprentices and young workers under the age of 18 years are always entitled to weekly Sunday rest. There is no clear provision on daily rest breaks (within working hours) and daily rest periods (at the end of a working day). The daily rest period for young workers (under 18) and women workers is 12 consecutive hours.

Source: §208- 210 of the Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail); §1-6 of the Decree No. 56 / PR-MTJS-DTMOPS of 8 February 1969 laying down detailed rules for the implementation of weekly rest

04/13 EMPLOYMENT SECURITY

ILO Conventions

Convention 158 (1982) on employment termination

Chad has not ratified the Convention 158.

Summary of Provisions under ILO Convention

The questions under this section measure the security or even flexibility or precariousness of an employment relationship. Although these are not clearly mentioned in a single convention (severance pay and notice requirement are provided in the Termination of Employment Convention No. 158) however, the best practices in the field require that employees be provided with a written contract of employment; workers on fixed-term contracts should not be hired for tasks of permanent nature; a reasonable probation period (ideally lower than or equal to 6 months) may be followed to assess the suitability of an employee; a period of notice must be specified in an employment contract before severing the employment relationship; and workers be paid severance allowance on termination of employment relationship.

A contract of employment may be oral or written however workers should be provided with a written statement of employment at the start of their employment.

Fixed Term Contract workers must not be hired for permanent tasks as it leads to precarious employment.

A reasonable probation period must be allowed to let a worker learn new skills. A newly hired employee may be fired during the probation period without any negative consequences.

A reasonable notice period, depending on the length of service of an employee, may be required before an employer may sever the employment relationship.

Employers may be required to pay a severance allowance on termination of employment (due to redundancy or any other reason except for lack of capacity or misconduct).

Regulations on employment security:

- Labour Code 1996
- General Collective Agreement, 2002

Written Employment Particulars

According to the Labour Code, the contract of employment is an undertaking by which an employer provide employment to a person, known as worker, who is legally subordinate to him in the performance of the work and who agrees to perform his job for a remuneration called salary.

The contract of employment may be concluded for definite or an indefinite period. It may be drawn up in written or oral form. Written contracts are exempted from all stamp duties and registration. The existence of an employment contract is proved by all means.

At the end of probationary period when the employment is confirmed, the employment contract is established in writing specifying the employment and position of the worker. A copy of this document is provided to the employee. Before the end of the probationary period, the worker must produce an extract from the criminal record dating from less than three months, a declaration of habitual residence, his copy of birth certificate or document in lieu and possibly previous certificates of employment in order to be definitively engaged.

In addition, every worker is subject to a periodic physical fitness test carried out by the company's doctor in accordance with the regulations in force.

Any modification to the individual contract must first be notified in writing to the

worker. Where the change may result in a reduction in benefits for the employee and is not accepted, it is equivalent to a termination of employment by the employer.

Source: §48-51 of the Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail); §13, 16 & 17 of the General Collective Agreement, 2002

Fixed Term Contracts

The fixed-term employment contract is a contract with a certain term, fixed, in advance and agreed between the parties. It must be concluded in writing and contain all useful information about their term and possible renewal. Its duration may not exceed two years, renewable only once. However, short-term contracts may be concluded and renewed more than once, provided that their total duration does not exceed two years. Any renewal clause only provides the employer with an option to propose a renewal, and for the worker only a faculty to accept it. Thus, the maximum length of a single fixed term contract including renewals is 4 years.

Fixed-term contracts may include an imprecise term when they are entered into to replace a temporarily absent worker; for the duration of a season or a campaign; for occasional extra work; and for an unusual business activity.

In such cases, the original employee's return or the termination of his employment contract, the end of the season, the campaign or the end of the occasional excess work or the unusual activity of the company then constitute the terms of the contract.

When a replacement contract has been executed for at least six months, the employee may decide to leave the company under the same conditions as if his contract was for an indefinite period. This faculty of unilateral breach is not open to the employer.

Where a contract contains an imprecise term and except where it is concluded to replace a temporarily absent worker, the contract of employment must indicate its foreseeable duration which may not exceed six months. The exact term is set by the employer.

Fixed-term employment contracts, even in the absence of a stipulation, necessarily include a probationary period for the benefit of the employee. This period must be equal to one working day per working week, foreseen or foreseeable, but not exceeding fifteen working days. In the case of a replacement contract, it is fixed at eight working days. By special reference to the contract, these same probation periods may also be stipulated for the benefit of the employer.

Fixed-term employment contracts that do not meet these requirements is deemed to be of indefinite duration.

However, only the employee can avail himself of this requalification according to his interest. When contractual working relations continue after the expiry of the term, it is considered as a contract of indefinite duration.

Probation Period

A probationary period is provided for the appointment of any worker whose purpose is to enable his employer to realize his

ability to perform satisfactorily the tasks corresponding to the applied post.

The duration of this trial period is provided as following in the General Collective Agreement:

- 15 days for hourly paid workers;
- 1 month for monthly paid workers;
- 3 months for supervisors, managers and assimilated employees.

This trial period is renewable once. The probationary period may not be confused with the trial period, which certain workers may have completed before the commencement of their service.

During the trial period, the parties may reciprocally terminate the contract without notice or compensation, except for leave with pay. During the probation period, the worker must receive the minimum wage in the occupational category of the job to be filled.

The probationary period is taken into account in the calculation of the serviceable seniority and the entitlement to annual leave.

Source: §53 of the Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail); §15 of the General Collective Agreement, 2002

Notice Requirement

Any contract of employment may be terminated by reason of the occurrence of an event beyond the control of the parties which renders the performance of the contract impossible, either permanently or for a long period. The termination is valid only if it is established in writing and signed in the presence of the Labour Inspector.

The fixed term employment contract ceases automatically at the expiry of the contract. The employer may unilaterally terminate the probationary contract before the expiry of the term only by reason of gross negligence committed by the employee and Disciplinary proceedings. An employee may also unilaterally terminate the probationary contract before the expiry of the term only on account of a serious reason arising in particular from the his/her family obligations.

The contract of employment of indefinite duration may always cease by the will of one of the parties. Such termination is subject to prior notice given by the party initiating the termination. An employee may be dismissed only if there is an objective and serious reason for not maintaining his contract of employment. There can be personal or economic reasons for dismissal. The termination of the contract of employment of indefinite duration becomes effective only after the expiry of a period called prior notice.

The period of notice begins on the day on which the letter notifying the dismissal is presented at the employee's home or on the day on which it is delivered directly to the employee by hand.

Labour Code provides for the following contract termination notice, depending on the length of employment:

- one month for at least one year of service;
- two months for at least three years of service;
- 15 days in other cases (including less than one year of service and for fixed term contracts)

In the event of gross misconduct committed by the worker, employer is not

required to give a contract termination notice. During notice period, the parties are bound to execute the contract of employment in accordance with their reciprocal obligations; in particular, the employer cannot substantially change the contract and the employee must perform his performance conscientiously and diligently. However, the employee has the right to be absent one day a week to look for a new job, this day being taken at his choice overall or hour by hour and paid at full pay. Unused job search days are cumulative.

The employer may exempt the employee from performing all or part of his or her notice. This exemption does not entail any reduction in the wages and benefits of any kind, which the employee would have enjoyed had he worked.

An employer who fails to comply with his obligation to give advance notice is required to pay compensation in lieu of notice period. This compensatory indemnity is not payable by the employer who terminates the notice due to a gross negligence committed by the employee.

Collective agreements may determine the conditions under which an employee, in particular a person who has found a new job, may leave the enterprise before the expiry of his notice without having to pay any compensation whatsoever.

Source: §137, 140-145 & 162-167 of the Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail)

Severance Pay

In accordance with the Labour Code, employers are required to provide severance pay to an employee who was

employed for at least two years and his/her employment contract was terminated for reasons other than gross misconduct. The amount is a percentage of the worker's gross monthly salary for each year of service according to the length of service as follows;

- 25% of gross monthly salary per year for two to five years;
- 30% of gross monthly salary per year for five to ten years of service;
- 35% of gross monthly salary per year for more than ten years of service.

Employers are also required to pay compensation to an employee dismissed due to an assessed work injury or occupational disease, who was employed for at least one year. The payment is a percentage of gross monthly salary for each year of service according to the length of service;

- 30% of gross monthly salary per year for two to five years of service;
- 35% of gross monthly salary per year for five to ten years of service;
- 40% of gross monthly salary per year for more than 10 years of service.

Source: 169 & 170 of the Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail); ISSA Country Profile for Chad 2015

05/13 FAMILY RESPONSIBILITIES

ILO Conventions

Convention 156: Workers with Family Responsibilities Convention (1981) Recommendation 165: Workers with Family Responsibilities (1981)

Chad has not ratified the Convention 156.

Summary of Provisions under ILO Convention

Paternity leave is for new fathers around the time of childbirth and is usually of a shorter duration.

Recommendation (No. 165) provides for parental leave as an option available to either parent to take a long leave of absence (paid or unpaid) without resigning from work. Parental leave is usually taken once the maternity and paternity leave have been exhausted. For working parents, laws may define the portion of parental leave that has to be compulsorily taken by fathers or mothers.

Flexible Work Option for Parents / Work-Life Balance Recommendation 165 asks employers to look into the measures for improving general working conditions through flexible work arrangements.

Regulations on family responsibilities:

- General Collective Agreement, 2002

Paternity Leave

General collective agreement provides 01 day of paternity leave on birth of a child. Paternity leave is paid and independent of all other statutory leaves.

The worker must inform his Head of Department of the cause of his absence within 48 hours of the cessation of work otherwise the days of absence are not paid.

Source: §60 of the General Collective Agreement, 2002

Parental Leave

No statutory provision could be located in labour law regarding parental leave on child birth.

Flexible Work Option for Parents / Work-Life Balance

No statutory provision could be located in the labour law regarding flexible or part-time schedules for parents with family responsibilities.

06/13 MATERNITY & WORK

ILO Conventions

An earlier Convention (103 from 1952) prescribed at least 12 weeks maternity leave, 6 weeks before and 6 weeks after birth. However, a later convention (No. 183 from year 2000) requires that maternity leave be at least 14 weeks of which a period of six weeks compulsory leave should be after childbirth.

Chad has not ratified the Conventions 103 and 183.

Summary of Provisions under ILO Convention

During pregnancy and maternity leave, a worker should be entitled to medical and midwife care without any additional cost.

During pregnancy and while breastfeeding, a worker should be exempt from work that might bring harm to you or your baby.

The total maternity leave should last at least 14 weeks.

During maternity leave, a worker's income should amount to at least two-thirds of your preceding salary.

During pregnancy and maternity leave, a worker should be protected from dismissal or any other discriminatory treatment.

Workers have the right to return to the same or equivalent position after availing maternity leave.

After childbirth and re-joining work, a worker must be allowed paid nursing breaks for breastfeeding the child.

Regulations on maternity and work:

- Labour Code 1996
- Social Security Code
- Decree No. 58 / PR-MTJS-DTMOPS

Free Medical Care

A female employer is entitled to medical care during her maternity leave. The medical care is financed by the employer, in the conditions foreseen by the existing collective agreements, as long as workers are not covered by the National Social Security Fund.

Source: §110 of the Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail)

No Harmful Work

No specific provision could be located in Labour Code regarding protection of pregnant women from hazardous working conditions. However, generally, women are not allowed to work at night and the medical inspector may require the examination of women and children by a licensed physician to verify if the work they perform is beyond their capabilities.

Decree No. 58 of 1969 determines the types of work that women may not be employed, fixes maximum loads they can carry, drag or push. Also, it prohibits the employment of women in underground work or in quarries.

Source: §06 & 205 of the Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail); Decree No. 58 / PR-MTJS-DTMOPS of 8 February 1969 concerning the work of women and pregnant women

Maternity Leave

Labour code provides 14 weeks of maternity leave to the working women. The employer cannot require a pregnant worker to work during 06 weeks before the presumed date of delivery and 08 weeks after the birth.

The duration for pre-natal and post-natal maternity leave can be extended by 03 weeks in case of medically certified illness.

Source: §107-109 of the Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail), §33 of the General Collective Agreement, 2002

Income

A pregnant worker is entitled to 50% of the insured person's income. Cash benefits depends on the last daily wage. The Social Insurance System pays maternity benefits for six weeks before and eight weeks after the expected date of childbirth. The benefit may be extended for up to three weeks if there are complications arising from pregnancy or childbirth.

Source: 80-82 of the Portant Code de Securite Sociale; ISSA Country Profile for Chad, 2015

Protection from Dismissals

Employment of a female worker is secure during the pregnancy. The employer cannot dismiss a pregnant woman, except in case of gross negligence by the employee and where termination is not linked to the pregnancy or in case of impossibility of maintaining the employment contract.

Source: §112 of the Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant

Code du Travail)

Right to Return to Same Position

There is no legal provision regarding right to return to the same position after availing maternity leave. However, it is mentioned that a worker cannot be dismissed during the term of her maternity leave which means that right to return to work is implicitly guaranteed under the law.

Source: §112 of the Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail)

Breastfeeding

A female worker is entitled to a rest break for breastfeeding after the childbirth. These breaks are provided for 15 months and the total duration of such break must not exceed one hour per day. These breaks are paid and considered as working time.

Decree No. 58 of 1969 states that hours of rest given to lactating women must be fixed.

Source: §111 of the Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail); Decree No. 58 / PR-MTJS-DTMOPS of 8 February 1969 concerning the work of women and pregnant women

07/13 HEALTH & SAFETY

ILO Conventions

Most ILO OSH Conventions deal with very specific Occupational Safety hazards, such as asbestos and chemicals.

Convention 155 (1981) is the relevant general convention here.

Labour Inspection Convention: 81 (1947)

Chad has ratified the Convention 81 only.

Summary of Provisions under ILO Conventions

The employer, in all fairness, should make sure that the work process is safe.

The employer should provide protective clothing and other necessary safety precautions for free.

Workers should receive training in all work-related safety and health aspects and must have been shown the emergency exits.

In order to ensure workplace safety and health, a central, independent and efficient labour inspection system should be present.

Regulations on health and safety:

- Labour Code 1996

Employer Cares

The employer is obliged to take all appropriate measures to adapt the operating conditions of the enterprise. It should develop facilities and adjust the work flow so as to protect employees, as far as possible from work-related accidents and occupational diseases.

In particular, the work premises must be kept clean at all times. Machines, mechanisms, transmission apparatus, hand and power tools and equipment, must be installed and maintained in the best possible conditions of safety. Motors and moving parts of machinery must be separated by partitions or protective barriers unless they are out of reach of workers.

The employer must establish a health care service for its workers, to carry out a health check for workers and job applicants or newly hired employees, not later than the end of their trial period. One of the responsibilities of such healthcare service is to conduct regularly health checks for employees to ensure good health and ongoing ability to perform their job.

Source: §226-230, 239-243 of the Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail)

Free Protection

The law does not specifically mention personal protective equipment. However, the employer is obliged to take all appropriate measures in order to protect

the lives and health of employees. Similarly, employees must properly use the health and safety devices and refrain from removing them or modifying them without the authorization of the employer.

Source: §226 & 230 of the Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail)

Training

Labour Code requires an employer to organize an occupational health and safety training for newly hired employees, employees who change workstations or technical posts, and for those who return to work after an absence of more than six months.

This training must be updated for all staff in the event of changes in legislation or regulation.

Source: §227 of the Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail)

Labour Inspection System

The Labour Inspectorate ensures compliance with labour laws through its inspectors and controllers of work whose particular status is regulated by the decree. Medical labour inspectors can also be appointed in the labour inspectorate services.

Labour inspectors have the power to enter freely and without previous notice at any time of the day or night in establishments subject to the control of the inspection. They can also penetrate at day or night in any premises which they may have reasonable doubt to believe to be subject to the control of the inspection. They can

freely choose which places to inspect. Inspectors are authorized to question, either alone or in the presence of witnesses, the employer or the staff on all matters related to the application of provisions; require them to share all records, registers and documents; and collect and remove samples of materials and substances used or handled in the presence of the employer or his representative.

The inspector must inform the employer of his/her presence or the presence of his/her representative, unless he/she considers that such a notification may be prejudicial to the performance of duties. They provide information and advice to employers and workers on all the social provisions applicable in the workplace and on how to ensure compliance with them.

Labour inspectors can intervene in any matter to gather the views of employers and workers in order to prevent the occurrence of conflicts or to facilitate settlement. The labour inspector or medical labour inspector should request the management to properly comply with stated requirements before creating a report.

The notice is either placed in writing on the employer's internal register or sent by registered letter with acknowledgment of receipt. It specifies the violations and sets deadlines by which they could have ceased. Measures should be taken in four days as from the receipt of the notice.

However, in cases of emergency the labour inspector or medical labour inspector can create a report without prior notice. In the case of serious and imminent danger, an inspector can order immediately enforceable measures. The employer may

appeal against the decision of the inspector or the medical labour inspector before the President of the Court of Labour and Social Security, which must rule within three days of the appeal.

Occupational Health and Safety standards are defined by decree of the Council of Ministers upon proposal by the Minister of Labour and Social Security, after consulting with the Technical Advisory Committee.

The decree provides workers, while taking into account local conditions, with health and safety standards in line with those recommended by the International Labour Organization and other internationally recognized technical organizations.

It states where and under what conditions, the inspector or medical labour inspector must resort to formal proceedings but not in case of imminent danger to the health and safety of workers.

When working conditions, not covered by the decree or the Labour Code, are deemed dangerous to the safety or health of workers, the inspector or the Medical Inspector require the employer to remedy them. The Medical Labour Inspector may require the examination of women and children by a licensed physician in order to verify whether their work exceeds their strength.

Any obstacle to the proper functioning of the health and safety committee is penalised with a fine (CFA 147,000 to CFA 294,000, and in case of recurrence, a fine of CFA 588,000 to CFA 882,000 and 1 to 10 days of imprisonment.

Source: §224-238, 476-482, 288, 291 & 292 of the Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail)

08/13 SICK LEAVE & EMPLOYMENT INJURY BENEFIT

ILO Conventions

Convention 102 (1952), Conventions 121 (1964) and 130 (1969) concerning Social Security, Employment Injury Benefits and Medical Care and Sickness Benefits

Chad has ratified the Convention 102 only.

Summary of Provisions under ILO Conventions

A worker's rights to work and income should be protected when illness strikes. The national labour law may provide that sickness benefits may not be paid during the first 3 days of your absence. Minimally, a worker should be entitled to an income during the first 6 months of illness. This income should be at least 45 per cent of the minimum wage. (Countries are free to opt for a system which guarantees 60 per cent of the last wages during the first 6 months of illness or even during the first year). A worker must be entitled to paid sick leave.

During illness, a worker should be entitled to medical care without any additional cost. Employees and their family members should have access to the necessary minimal medical care at an affordable cost.

During the first 6 months of illness, a worker should not be fired.

If a worker is disabled due to an occupational disease or accident, he/she must receive a higher benefit. In the case of temporary or total incapacity/disability, a worker may at least be provided 50% of his average wage, while in the case of fatal injury, the survivors may be provided with 40% of the deceased worker's average wage in periodical payments.

Regulations on sick leave & Employment Injury Benefits:

- Labour Code 1996
- General Collective Agreement, 2002

Income

A worker is entitled to sick leave of 06 months' duration on provision of medical certificate from a licensed physician. Leave can be renewed once. A worker on sick leave shall retain his salary for the following periods according to his seniority:

- (a) If he has less than twelve (12) consecutive months of service: -
 - the full salary for one month;
- (b) If he has more than twelve (12) consecutive months of service:
 - the entire salary for three (3) months;
 - half of the salary for three (3) months following this period
- (c) If the worker has more than five (5) years' seniority:
 - the entire salary for six (6) months.

If more than one sick leave is granted to a worker in a given year, the duration of the periods of compensation may not exceed the aggregate of the periods set out above.

At the end of sick leave, the worker's situation is examined:

- (a) If he is physically fit to return to his original employment, he is reinstated in the original employment;
- (b) If he is physically impaired, he may be reclassified to another job compatible with his new physical abilities; he is entitled to the salary and benefits of such new employment.

- (c) If he is found physically unfit for any use by an accredited doctor, he is dismissed for incapacity in accordance with the provisions of the texts in force.
- (d) The employer is entitled to allow a worker whose performance is reduced as a result of an accident or infirmity of a medically recognized nature to be paid less than the minimum wage of the occupational category.
- (e) An employer who intends to avail himself of this right should inform the person concerned in writing, either at the time of the undertaking or upon finding that he is unable to agree explicitly with him on the terms of his remuneration.

Source: §117 of the Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail); §27 & 28 of the General Collective Agreement, 2002

Medical Care

Benefits include medical and surgical care, hospitalization, medicine, appliances, and transportation. These are managed by the National Health Insurance Fund.

Source: ISSA Country Profile for Chad 2017

Job Security

Employer may not dismiss an employee whose contract is suspended due to sickness, except in case of gross negligence and the impossibility of maintaining the contract. At the end of the six-month period, a dismissal may be ordered if the employer justifies the need for the permanent replacement of the absent employee.

Source: §118 of the Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail)

Disability / Work Injury Benefit

Work injuries can lead to the following four situations: (i) permanent total incapacity (ii) permanent partial incapacity (iii) temporary incapacity and (iv) fatal injury leading to death of a worker. There is no minimum qualifying period for work injury benefit, provided that the work accident must be reported within 48 hours.

In the event of temporary disability, 66.7% of the insured worker's average daily wage in the 30 days before the disability began is paid. It starts from the day after the disability began until full recovery or until certification of permanent disability (after two years).

In case the insured person is assessed with a total disability, 100% of the insured worker's average monthly earnings in the 12 months before the disability began is paid.

If the permanent disability is partial, the benefit is equal to the average insured worker's average annual earnings multiplied by 0.5 for each degree of assessed disability from 10% to 50%, plus average annual earnings multiplied by 1.5 for each degree of assessed disability greater than 50%. The maximum earnings used to calculate benefits are six times the national monthly minimum wage plus 33.3% of earnings from six to 25 times the national monthly minimum wage.

If the insured worker requires the constant attendance of others to perform daily functions, the allowance of 40% of the

pension is paid. Pensions are normally paid quarterly. If the worker is assessed with a 100% disability, the pension is paid monthly, with at least a 75% disability, the insured may be paid monthly on request.

In case of fatal injury, 30% of the deceased person's average annual earnings are paid to the widow(er). For each orphan younger than 15 years of age (18 years for an apprentice, 21 years for student or disabled), 15% of the deceased worker's average annual earnings are paid. Orphan benefit rises to 20% for full orphan. 10% of the deceased worker's average annual earnings are paid to each dependent relative, up to a total of 30%.

All survivor benefits combined must not exceed 85% of the deceased worker's average earnings used to calculate the pension. The maximum earnings used to calculate benefits are six times the national monthly minimum wage plus 33.3% of earnings from six to 25 times the national monthly minimum wage. All the benefits are paid quarterly.

Source: ISSA Country Profile for Chad 2017

09/13 SOCIAL SECURITY

ILO Conventions

Social Security (minimum standards): Convention 102 (1952). For several benefits somewhat, higher standards have been set in subsequent Conventions

Employment Injury Benefits: Conventions 121 (1964),

Invalidity, Old age and survivors' benefits: Convention 128(1967)

Medical Care and Sickness Benefits: Convention 130 (1969)

Unemployment Benefits: Convention 168 (1988).

Chad has ratified the Convention 102 only.

Summary of Provisions under ILO Conventions

In normal circumstances, the pensionable age may not be set higher than 65 years of age. If the retirement age is fixed above 65 years, it should give “due regard to the working ability of elderly persons” and “demographic, economic and social criteria, which shall be demonstrated statistically”. The pension can be set as a percentage of the minimum wage or a percentage of the earned wage.

When the breadwinner has died, the spouse and children are entitled to a benefit, expressed as a percentage of the minimum wage or a percentage of the earned wage. This must at least be 40% of the reference wage.

For a limited period of time, the unemployed have a right to unemployment benefits set as a percentage of the minimum wage or a percentage of the earned wage.

Invalidity benefit is provided when a protected person is unable to engage in gainful employment, before the standard retirement age, due to a non-occupational chronic condition resulting in disease, injury or disability. Invalidity Benefit must at least be 40% of the reference wage.

Regulations on social security:

Pension Rights

Law provides old age pension when the employment is ceased. The qualifying condition for old age pension is reaching the age of 60 years (age 55 if prematurely aged) with at least 180 months of contributions. Employees in some cases retire early on medical grounds or in accordance with the terms and conditions of the employment. Pensions are paid under the social insurance system with both the employer (5% of the gross salary) and worker (3.5% of the gross salary) paying their contributions.

The amount of old-age pension is 30% of the insured worker's average monthly earnings in the last three or five years (whichever is greater) plus 1.2% of average monthly earnings for each 12-month period of coverage exceeding 180 months, up to 80%.

In case of early retirement, the old-age pension is reduced by 5% for each year the pension is taken before the normal retirement age. The amount of pension is at least 60% of the national monthly minimum wage. The benefits are paid quarterly and they are adjusted by decree according to changes in the cost of living and the minimum wage, depending on the financial resources of the system.

The old-age settlement is paid at the age of 60 years if the insured person does not qualify for the old-age pension. It is paid as a lump sum of one month of wages for each year of coverage.

Source: ISSA Country Profile for Chad 2017

Dependents' / Survivors' Benefit

Pension is paid to the eligible survivor if the deceased received or was entitled to receive an old-age or disability pension. Eligible survivors include a widow aged 40 or older who was married to the deceased for at least one year and pregnant, disabled, or caring for a child; a dependent, disabled widower who was married to the deceased for at least one year; and children younger than age 15 (18 years for an apprentice, 21 years for a student or disabled).

Half (50%) of the old-age or disability pension the deceased received or was entitled to receive is paid as a spouse's pension. The pension is split equally in case of more than one eligible widows.

Orphan's pension is the 25% of the old-age or disability pension the deceased received or was entitled to receive. It is paid for each orphan and 40% is paid for each full orphan.

Survivor settlement is paid in case the deceased did not qualify for an old age or disability pension. Survivor settlement is paid as a lump sum of one month of wages for each year of coverage.

The widow(er)'s pension ceases on remarriage. A lump sum of six months of the survivor pension is paid as a remarriage settlement.

All survivor benefits combined must not exceed 100% of the old-age pension or disability pension the deceased received or was entitled to receive. These benefits are paid quarterly and adjusted by decree according to changes in the cost of living and the minimum wage, depending on the financial resources of the system.

Source: ISSA Country Profile for Chad 2017

depending on the financial resources of the system.

Unemployment Benefits

Severance pay is provided in accordance with the Labour Code instead of unemployment benefit.

For further information, please refer to the section on Severance Pay.

Source: ISSA Country Profile for Chad 2017

Invalidity Benefits

Invalidity benefit is paid to the insured person if the employee is assessed with at least a 66.7% loss of earning capacity and has at least five years of coverage, including at least six months of contributions in the year before the disability began.

The amount of invalidity benefit is 30% of the insured worker's average monthly earnings in the last three or five years (whichever is greater) plus 1.2% of average monthly earnings for each 12-month period of coverage exceeding 180 months, up to 80%.

For each year that a claim is made before the worker reaches the normal retirement age, the insured is credited with one year of coverage. At the normal retirement age, the disability pension ceases and is replaced by an old-age pension of the same amount. The minimum pension is 60% of the national monthly minimum wage.

Constant-attendance allowance of the 50% of the pension is paid if the person requires the constant attendance of others to perform daily functions.

These benefits are paid quarterly and adjusted by decree according to changes in the cost of living and the minimum wage,

10/13 FAIR TREATMENT

ILO Conventions

Convention 111 (1958) lists the discrimination grounds which are forbidden.

Convention 100 (1952) is about Equal Remuneration for Work of Equal Value.

Convention 190 (2019) is about elimination of violence and harassment in the world of work.

Chad has ratified the Conventions 100 and 111.

Summary of Provisions under ILO Conventions

At workplaces, equal pay for men and women for work of equal value is a must, regardless of marital status. Pay inequality based on race, colour, sex, religion, political opinion, national extraction/place of birth or social origin is also forbidden. A transparent remuneration system and a clear matching of pay and position should be in place to help prevent wage discrimination.

Convention No. 190 recognises the right of everyone to a world of work free from violence and harassment. It defines violence and harassment as “a range of unacceptable behaviours and practices, or threats thereof, whether a single occurrence or repeated, that aims at, result in, or are likely to result in physical, psychological, sexual or economic harm, and includes gender-based violence and harassment”. This definition covers physical abuse, verbal abuse, bullying and mobbing, sexual harassment, threats and stalking, among other things.

An employer can't discriminate against you on in any aspect of employment (appointment, promotion, training and transfer) on the basis of union membership or participation in union activities, filing of a complaint against an employer, race, colour, sex, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin, temporary absence due to illness, age, trade union membership, disability/HIV-AIDS, or absence from work during maternity leave. (Conventions 111, 156, 158, 159 and 183)

People have the right to work and there can't be occupational segregation on the basis of gender.

Regulations on fair treatment:

- Constitution of Chad 2018
- Labour Code 1996
- Décret No. 58/PR-MTJS-DTMOPS du 8 Février 1969

Equal Pay

The Constitution of Chad guarantees just remuneration to the workers for their services or for their production.

Labour Code states that an employer is obliged to ensure equal remuneration for the same work or work of equal value between employees, regardless of their origin, nationality, sex and age.

Source: §35 of the Constitution of Chad 2018; §246 of the Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail)

Sexual Harassment

No provision could be located that protects workers from sexual harassment at workplace.

Non-Discrimination

The Constitution of Chad ensures equality without any discrimination on the basis of origin, race, sex, religion, political opinion and social position. The constitution also prohibits discrimination on the basis of their origins, opinions, beliefs, sex or marital status.

Labour code also guarantees equality on the basis of origin, nationality, gender and age.

Workers may file discrimination complaints with the Office of the Labour Inspector, which conducts an investigation and subsequently may mediate between the worker and employer. If mediation fails, the case is forwarded to the labour court for a public hearing. The final decision and amount of any fine depend on the gravity of the case--147,000 to 294,000 CFA francs for an initial offense, and fines of 288,000 to 882,000 CFA francs or six to 10 days in prison for a subsequent offense.

Source: §14 & 35 of the Constitution of Chad 2018; §246 & 289 of the Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail)

Equal Choice of Profession

Women can be employed in same jobs as men. No restrictions could be located in law that restricts the hiring of women in any job except in few cases as provided by the law.

Women are not allowed to work at night. Decree No. 58 prohibits the employment of women in jobs that are hazardous to her health and morally or socially inappropriate. Women are also prohibited from working in factories, mining and construction.

Source: §205 & 336 of the Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail); Décret No. 58/PR-MTJS-DTMOPS du 8 Février 1969

11/13 MINORS & YOUTH

ILO Conventions

Minimum Age: Convention 138 (1973)

Worst Forms of Child labour: Convention 182 (1999)

Chad has ratified the Conventions 138 and 182.

Summary of Provisions under ILO Conventions

At workplaces, children may not be forced to perform work that could harm their health and hamper their physical and mental development.

All children should be able to attend school. Once this is safeguarded, there is no objection against children performing light jobs between the ages of 12 and 14. The general minimum age is 15 years however, developing countries may set this at 14 years. The minimum age for hazardous work, work that is likely to jeopardise the health, safety or morals of young persons, is 18 years. It can also be set at a lower level of 16 years under certain circumstances

Children should not be employed in a work that is likely to harm the health, safety or morals of children. It is considered one of the worst forms of child labour. The minimum age for such hazardous work is 18 years.

Regulations on minors and youth:

- Constitution of Chad 2018
- Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail)
- Decree No. 55 / PR-MTJS-DTMOPS of 8 February 1969 on child labour

Minimum Age for Employment

Minimum age for employment is 14 years. In accordance with the Labour Code, children may not be employed in any profession before the age of 14 years, except for certain tasks fixed by decree on the proposal of the Minister of Labour and Social Security and the Minister in charge of Public Health.

Children can be employed for light work in agriculture and domestic service at age 12. They can be hired only with the consent of their legal representative. Labour inspector may require the examination of any young worker to determine that the work for which he/she is employed does not exceed his powers. The maximum loads that can be carried, streaks or pushed by younger workers, according to age and gender, is fixed by the decree on child labour.

Compulsory education age is 16 years. The Constitution guarantees the right to education. State education is non-religious and free. Compulsory schooling lasts for nine years from the age of six.

Offenders are liable to the penalties including imprisonment of six days' to three months' and a fine of 147,000 to 294,000 CFA francs or up to 882,000 CFA francs for repeat offenders.

Source: §38 of the Constitution of Chad 2018; §52, 190 & 238 of the Labour Code

1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail); §1 of the Decree No. 55 / PR-MTJS-DTMOPS of 8 February 1969 on child labour

Minimum Age for Hazardous Work

Minimum age for employment in hazardous work is 18 years. Labour code prohibits night work for the children under 18 years of age.

Source: Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail); §6 & 7 of the Decree No. 55 / PR-MTJS-DTMOPS of 8 February 1969 on child labour

12/13 FORCED LABOUR

ILO Conventions

Forced labour: Conventions 29 (1930)

Abolition of Forced labour: Conventions 105 (1957)

Forced labour is the work one has to perform under threat of punishment: forfeit of wages, dismissal, harassment or violence, even corporal punishment. Forced labour means violation of human rights.

Chad has ratified both Conventions 29 & 105.

Summary of Provisions under ILO Conventions

Except for certain cases, forced or compulsory labour (exacted under the threat of punishment and for which you may not have offered voluntarily) is prohibited.

Employers have to allow workers to look for work elsewhere. If a worker is looking for work elsewhere, he/she should not be shortened on wages or threatened with dismissal. (In the reverse cases, international law considers this as forced labour).

If the total working hours, inclusive of overtime, exceed 56 hours per week, the worker is considered to be working under inhumane working conditions.

Regulations on forced labour:

- Constitution of Chad 2018
- Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail)

Prohibition on Forced and Compulsory Labour

The Constitution provides for protection against all forms of slavery. Labour Code also prohibits forced labour and servitude. Law defines forced or compulsory labour as any work or service exacted from an individual under the threat of any penalty and for which the individual has not voluntarily offered himself. A task is not considered forced or compulsory labour if it includes:

1. any work or service required under the laws on compulsory military service of a purely military character;
2. any work or service forming part of the normal civic obligations of the citizens of a country exercising full control of itself;
3. any work or service required of an individual as a consequence of a conviction pronounced by a court decision, provided that such work or service is carried out under the supervision and control of the public authorities and that the said person is not conceded or made available to private individuals, companies or legal entities;
4. any work or service required in the case of force majeure, that is to say in the case of war, claims or threats such as fire, floods, famines, earthquakes, epidemics and epizootics Violations, invasions of harmful animals, insects and plant pests and, in general, any circumstances which endanger or

threaten the life or normal conditions of life of the whole or part of the population.

5. minor village works, that is, works carried out in the direct interest of the community by the members of the community, which can be regarded as normal civic obligations Which shall be the responsibility of the members of the community, provided that the population or its direct representatives have the right to decide on the merits of the work and have offered themselves spontaneously.

Penalties include imprisonment of six days' to three months' and a fine of 147,000 to 294,000 CFA francs, or up to 882,000 CFA francs for repeat offenders.

Source: §19 of the Constitution of Chad 2018; §5 & 190 of the Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail)

Freedom to Change Jobs and Right to Quit

Labour Code provides the freedom to change job and right to quit job by providing notice period, depending on the period of employment. In certain cases, specified by the law, worker can quit the job by providing notice and retain his full rights.

Labour Code provides for the following contract termination notice, depending on the length of employment:

- one month for at least one year of service;
- two months for at least three years of service;
- 15 days in other cases (including less than one year of service and for fixed term contracts)

Source: §162 of the Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail)

Inhumane Working Conditions

Working time may be extended beyond normal working hours of 40 hours per week. However, regular working hours may not exceed beyond 11 hours per day, nor 54 hours per week.

For more information on this, please refer to the section on compensation.

13/13 TRADE UNION

ILO Conventions

Freedom of association and protection of the right to organize: Convention 87 (1948)

Right to Organize and Collective Bargaining: Convention 98 (1949)

Chad has ratified both Conventions 87 & 98.

Summary of Provisions under ILO Conventions

Freedom of association means freedom to join a trade union. This is part of the fundamental human rights. Employees may not be put at a disadvantage when they are active in the trade union outside of working hours. The list of exclusions for sectors of economic activity and workers in an organisation should be short.

Trade unions are entitled to negotiate with employers on the terms of employment without hindrance. The freedom of a trade union to negotiate with employers to try and conclude collective agreements is protected. (The ILO has a special procedure for handling complaints from unions about violations of this principle).

Workers have the right to strike in order to defend their social and economic interests. It is incidental and corollary to the right to organise provided in ILO convention 87.

Regulations on trade unions:

- Constitution of Chad 2018
- Labour Code 1996

Freedom to Join and Form a Union

Freedom of association and to join trade unions is recognized in constitution. Every citizen is free to affiliate with the trade union of their choice. Labour code states that all the workers, without any discrimination, have the right to freely form and join a trade union. Minors over 16 years of age may join with the consent of their parents or guardians.

Objective of the trade union formation is to study and defend the rights as well as the material and professional interests of the employees covered by their statutes. Unions are free to elaborate their statutes and rules of operation, freely define their program of action and other activities. They may freely associate themselves with international organizations.

Trade unions are free to elect their representatives. Founders of the union must file the statutes and the name of members who are responsible for its management or administration. The deposit is made along with the copies, at the headquarters of the prefecture or the sub-prefecture where the union is established. A copy of the articles of association, the list of directors and officers and the deposit receipt are sent by the Prefect to the Minister of Labour and Social Security to the Minister of the Interior, the Labour and Social Security Court of the jurisdiction, the Public Prosecutor, the central administration of Labour, Manpower and Social Security and the Labour Inspector of the jurisdiction. The

deposit must be renewed under the same conditions in the event of a change in the statutes of the union or change of its officers.

Any provision of the statutes that does not comply with the law is considered null and void.

Employer may not take into account membership of a trade union or the exercise of trade union activity in order to take decisions concerning, the hiring, conduct and distribution of work, vocational training, promotion, discipline, promotion, remuneration, granting of benefits, transfer and dismissal. Chief executive or his representatives must not apply any means of pressure in favour of or against any trade union organization,

The provisions of Labour Code are not applicable to the magistrates of Judiciary, members of armed forces, persons appointed to an employment in public administration and administrative staff in state and public authorities.

Source: §29 of the Constitution of Chad 2018; §2 & 294-302 of the Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail)

Freedom of Collective Bargaining

Collective agreements are written agreements concluded between one employer, one or more employers' associations and one or more trade union organizations representing employees. The purpose of these agreements is to determine the conditions of employment and work and to organize collective relations between the employer and the workers. Any clause of agreement which

does not comply with the law is void and of no effect.

Collective agreements may be concluded within the framework of an establishment, an undertaking, one or more branches of activity. Collective agreements whose professional scope is included in a larger collective agreement must respect the minimum guarantees established by the collective agreement. They may adapt or supplement the provisions for the more specific situations they govern. Employers and employee organizations may freely designate their representatives who conclude a collective agreement on their behalf.

Collective agreements can be concluded for a fixed or indefinite period. Where the collective agreement is concluded for a fixed period, it may not exceed five years. Agreements of a fixed duration, after expiry of the term, and unless otherwise stipulated in the agreement, continue to have effect as agreements of indefinite duration and are treated as such.

Collective agreements of indefinite duration may be denounced by the signatory parties. Denunciation may not take place until one year after the entry into force of the Convention. The denunciation must be preceded by three months' notice, served by either party and deposited with the Minister in charge of Labour and Social Security.

Where the collective agreement is denounced by all the signatory trade union organizations or by all the employers' associations or by the employer in the case of a settlement or enterprise agreement, renewal must take place within three months of the termination. Such negotiations are opened at the request of

any of the signatory parties or of the Minister of Labour and Social Security in the case of a branch or interprofessional agreement or the Labour Inspector in the case of an enterprise level agreement.

The expired/terminated collective agreement continues to have effect until it is replaced by a new collective agreement occurring within the one-year period from the expiry of the notice of denunciation. If the collective agreement has not been replaced within a year, it ceases to have full effect and the employment relationship is governed solely by the laws and regulations as well as by the stipulations of the individual contracts of employment.

Collective agreements must stipulate at what times and in what forms they must be the subject of negotiations with a view to their revision. In any case, the review procedure must comply with the provisions of Labour Code and fix a periodicity not exceeding five years.

A 2006 Organic Law provides for an Economic, Social and Cultural Council in Chad. The Council is composed of 31 members and has representation from all social groups including women's associations, youth groups, and representatives of rural economy. The Council gives its opinion on economic, social and cultural issues, on the draft plans and the implementation of economic, social and cultural programs. The Council draws the Government's attention to the reforms deemed essential for implementation in the country.

Source: §338-342 & 366-373 of the Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail); Loi 06-019 2006-05-04 PR Loi portant attributions, composition, organisation et

fonctionnement du Conseil Économique, Social et Culturel

Right to Strike

The right to strike is recognized by the Constitution. It is exercised within the framework of the laws which regulate it.

Labour Code also guarantees the right to strike for all the employees. The provisions of Labour Code are however not applicable to the magistrates of Judiciary, members of armed forces, persons appointed to an employment in public administration and administrative staff in state and public authorities. The strike is a collective and concerted stoppage of work decided by the employees to bring to a conclusion professional demands which have not been satisfied by the employer.

The strike must be preceded by a notice of 6 days allowing negotiation between the parties. The notice must be filed with the management of the company, the establishment or the employers' union of the branch by the decision makers of the strike.

On strike of nullity, the notice of strike must be provided in writing to the Labour Inspector within whose jurisdiction the dispute arose or to the Director of Labour when the dispute goes beyond the scope of a Labour Inspectorate. This written notification must include the claims made by the decision makers of the strike which gave the notice.

During the period of strike, it is forbidden for any person to oppose by force or under threat the free exercise of the professional activity of the employees. Hours or days of

work lost due to strike do not give rise to the remuneration, unless the strike results from the non-payment of the wages in due time.

The employee recovers his employment at the end of the strike, he cannot be punished because of his participation in the strike. The accident suffered by the employee during the strike period cannot be considered as an accident at work.

During the course of the strike, the parties have an obligation to continue the negotiations. The Labour Inspector may carry out all necessary investigations with a view to the settlement of the dispute. The parties are obliged to surrender under penalties imposed by the Minister of Labour and Social Security on all convocations.

Source: §30 of the Constitution of Chad 2018; §456-461 of the Labour Code 1996 (Loi n° 38/PR/96 du 11 décembre 1996 portant Code du Travail)

QUESTIONNAIRE

DECENTWORKCHECK.ORG

Check

Decent Work Check Chad is a product of wageindicator.org
and <https://votresalaire.org/tchad>



National Regulation exists



National Regulation does not exist

01/13 Work & Wages

	NR	Yes	No
1. I earn at least the minimum wage announced by the Government		<input type="checkbox"/>	<input type="checkbox"/>
2. I get my pay on a regular basis. (daily, weekly, fortnightly, monthly)		<input type="checkbox"/>	<input type="checkbox"/>

02/13 Compensation

3. Whenever I work overtime, I always get compensation <i>(Overtime rate is fixed at a higher rate)</i>		<input type="checkbox"/>	<input type="checkbox"/>
4. Whenever I work at night, I get higher compensation for night work		<input type="checkbox"/>	<input type="checkbox"/>
5. I get compensatory holiday when I have to work on a public holiday or weekly rest day		<input type="checkbox"/>	<input type="checkbox"/>
6. Whenever I work on a weekly rest day or public holiday, I get due compensation for it		<input type="checkbox"/>	<input type="checkbox"/>

03/13 Annual Leave & Holidays

7. How many weeks of paid annual leave are you entitled to?*		<input type="checkbox"/> 1 <input type="checkbox"/> 2	<input type="checkbox"/> 3 <input type="checkbox"/> 4+
8. I get paid during public (national and religious) holidays		<input type="checkbox"/>	<input type="checkbox"/>
9. I get a weekly rest period of at least one day (i.e. 24 hours) in a week		<input type="checkbox"/>	<input type="checkbox"/>

04/13 Employment Security





10. I was provided a written statement of particulars at the start of my employment		<input type="checkbox"/>	<input type="checkbox"/>
11. My employer does not hire workers on fixed terms contracts for tasks of permanent nature <i>Please tick "NO" if your employer hires contract workers for permanent tasks</i>		<input type="checkbox"/>	<input type="checkbox"/>
12. My probation period is only 06 months		<input type="checkbox"/>	<input type="checkbox"/>
13. My employer gives due notice before terminating my employment contract (or pays in lieu of notice)		<input type="checkbox"/>	<input type="checkbox"/>
14. My employer offers severance pay in case of termination of employment <i>Severance pay is provided under the law. It is dependent on wages of an employee and length of service</i>		<input type="checkbox"/>	<input type="checkbox"/>

05/13 Family Responsibilities





15. My employer provides paid paternity leave <i>This leave is for new fathers/partners and is given at the time of child birth</i>		<input type="checkbox"/>	<input type="checkbox"/>
16. My employer provides (paid or unpaid) parental leave <i>This leave is provided once maternity and paternity leaves have been exhausted. Can be taken by either parent or both the parents consecutively.</i>		<input type="checkbox"/>	<input type="checkbox"/>
17. My work schedule is flexible enough to combine work with family responsibilities <i>Through part-time work or other flex time options</i>		<input type="checkbox"/>	<input type="checkbox"/>

06/13 Maternity & Work





18. I get free ante and post natal medical care		<input type="checkbox"/>	<input type="checkbox"/>
19. During pregnancy, I am exempted from nightshifts (night work) or hazardous work		<input type="checkbox"/>	<input type="checkbox"/>
20. My maternity leave lasts at least 14 weeks		<input type="checkbox"/>	<input type="checkbox"/>

- | | | | | |
|-----|---|---|--------------------------|--------------------------|
| 21. | During my maternity leave, I get at least 2/3rd of my former salary |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 22. | I am protected from dismissal during the period of pregnancy
<i>Workers can still be dismissed for reasons not related to pregnancy like conduct or capacity</i> |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 23. | I have the right to get same/similar job when I return from maternity leave |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 24. | My employer allows nursing breaks, during working hours, to feed my child |  | <input type="checkbox"/> | <input type="checkbox"/> |





07/13 Health & Safety

- | | | | | |
|-----|--|---|--------------------------|--------------------------|
| 25. | My employer makes sure my workplace is safe and healthy |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 26. | My employer provides protective equipment, including protective clothing, free of cost |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 27. | My employer provides adequate health and safety training and ensures that workers know the health hazards and different emergency exits in the case of an accident |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 28. | My workplace is visited by the labour inspector at least once a year to check compliance of labour laws at my workplace |  | <input type="checkbox"/> | <input type="checkbox"/> |









08/13 Sick Leave & Employment Injury Benefits

- | | | | | |
|-----|---|---|--------------------------|--------------------------|
| 29. | My employer provides paid sick leave and I get at least 45% of my wage during the first 6 months of illness |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 30. | I have access to free medical care during my sickness and work injury |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 31. | My employment is secure during the first 6 months of my illness |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 32. | I get adequate compensation in the case of an occupational accident/work injury or occupational disease |  | <input type="checkbox"/> | <input type="checkbox"/> |













09/13 Social Security

- | | | | | |
|-----|---|---|--------------------------|--------------------------|
| 33. | I am entitled to a pension when I turn 60 |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 34. | When I, as a worker, die, my next of kin/survivors get some benefit |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 35. | I get unemployment benefit in case I lose my job |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 36. | I have access to invalidity benefit in case I am unable to earn due to a nonoccupational sickness, injury or accident |  | <input type="checkbox"/> | <input type="checkbox"/> |



10/13 Fair Treatment

- | | | | | |
|-----|---|---|--------------------------|--------------------------|
| 37. | My employer ensure equal pay for equal/similar work (work of equal value) without any discrimination |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 38. | My employer take strict action against sexual harassment at workplace |  | <input type="checkbox"/> | <input type="checkbox"/> |
| 39. | I am treated equally in employment opportunities (appointment, promotion, training and transfer) without discrimination on the basis of:* |  | <input type="checkbox"/> | <input type="checkbox"/> |
| | Sex/Gender |  | <input type="checkbox"/> | <input type="checkbox"/> |
| | Race |  | <input type="checkbox"/> | <input type="checkbox"/> |
| | Colour |  | <input type="checkbox"/> | <input type="checkbox"/> |
| | Religion |  | <input type="checkbox"/> | <input type="checkbox"/> |
| | Political Opinion |  | <input type="checkbox"/> | <input type="checkbox"/> |




* For a composite positive score on question 39, you must have answered "yes" to at least 9 of the choices.

	Nationality/Place of Birth		<input type="checkbox"/>	<input type="checkbox"/>
	Social Origin/Caste		<input type="checkbox"/>	<input type="checkbox"/>
	Family responsibilities/family status		<input type="checkbox"/>	<input type="checkbox"/>
	Age		<input type="checkbox"/>	<input type="checkbox"/>
	Disability/HIV-AIDS		<input type="checkbox"/>	<input type="checkbox"/>
	Trade union membership and related activities		<input type="checkbox"/>	<input type="checkbox"/>
	Language		<input type="checkbox"/>	<input type="checkbox"/>
	Sexual Orientation (homosexual, bisexual or heterosexual orientation)		<input type="checkbox"/>	<input type="checkbox"/>
	Marital Status		<input type="checkbox"/>	<input type="checkbox"/>
	Physical Appearance		<input type="checkbox"/>	<input type="checkbox"/>
	Pregnancy/Maternity		<input type="checkbox"/>	<input type="checkbox"/>
40	I, as a woman, can work in the same industries as men and have the freedom to choose my profession		<input type="checkbox"/>	<input type="checkbox"/>





11/13 Minors & Youth

41.	In my workplace, children under 15 are forbidden		<input type="checkbox"/>	<input type="checkbox"/>
42.	In my workplace, children under 18 are forbidden for hazardous work		<input type="checkbox"/>	<input type="checkbox"/>

12/13 Forced Labour

43.	I have the right to terminate employment at will or after serving a notice		<input type="checkbox"/>	<input type="checkbox"/>
44.	My employer keeps my workplace free of forced or bonded labour		<input type="checkbox"/>	<input type="checkbox"/>
45.	My total hours of work, inclusive of overtime, do not exceed 56 hours per week		<input type="checkbox"/>	<input type="checkbox"/>

13/13 Trade Union Rights

46.	I have a labour union at my workplace		<input type="checkbox"/>	<input type="checkbox"/>
47.	I have the right to join a union at my workplace		<input type="checkbox"/>	<input type="checkbox"/>
48.	My employer allows collective bargaining at my workplace		<input type="checkbox"/>	<input type="checkbox"/>
49.	I can defend, with my colleagues, our social and economic interests through "strike" without any fear of discrimination		<input type="checkbox"/>	<input type="checkbox"/>

Results

Your personal score tells how much your employer lives up to national legal standards regarding work. To calculate your DecentWorkCheck, you must accumulate 1 point for each YES answer marked. Then compare it with the values in Table below:



is your amount of "YES" accumulated.

Chad scored 38 times "YES" on 49 questions related to International Labour Standards

If your score is between 1 - 18

This score is unbelievable! Does your employer know we live in the 21st century? Ask for your rights. If there is a union active in your company or branch of industry, join it and appeal for help.

If your score is between 19 - 38

As you can see, there is ample room for improvement. But please don't tackle all these issues at once. Start where it hurts most. In the meantime, notify your union or WageIndicator about your situation, so they may help to improve it. When sending an email to us, please be specific about your complaint and if possible name your employer as well. Also, try and find out if your company officially adheres to a code known as Corporate Social Responsibility. If they do, they should live up to at least ILO standards. If they don't adhere to such a code yet, they should. Many companies do by now. You may bring this up.

If your score is between 39 - 49

You're pretty much out of the danger zone. Your employer adheres to most of the existing labour laws and regulations. But there is always room for improvement. So next time you talk to management about your work conditions, prepare well and consult this DecentWorkCheck as a checklist.