

**REGISTER OF REMARKS ACCOMPANYING THE WORK REGULATIONS**

**OF THE COMPANY :**

EUROPEAN FEDERATION OF NURSES ASSOCIATIONS (EFN)

**WITH REGISTERED OFFICE AT :**

CLOS DU PARNASSE 11A

1050 BRUSSELS

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Date of posting : . . . . .

The work regulations and this register of remarks will remain posted for a period of 15 calendar days.

During this period, the employees have the opportunity of writing down their remarks here:

If no remarks are submitted within this term, the work regulations shall come into force 15 days after having been posted.

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# **WORK REGULATIONS**

**EUROPEAN FEDERATION OF NURSES ASSOCIATIONS (EFN)**

# **1 AREA OF APPLICATION.**

These work regulations are applicable to all employees of:

EUROPEAN FEDERATION OF NURSES ASSOCIATIONS (EFN)

with head office at :

CLOS DU PARNASSE 11A  
1050 BRUSSELS

# **2 DUTY OF NOTIFICATION.**

## **2.1 INFORMATION.**

The employees must transmit to the personnel department all information necessary for the correct application of social and fiscal legislation, such as name, address, residence, national register number, nationality, civil status and family situation. They must also immediately give notice of any change in these data.

They must notify the personnel department immediately in case they are the victim of any kind of work accident, even when it does not result in unfitness for work.

## **2.2 REQUEST FOR LEAVE.**

Every day of absence must be requested at least two days beforehand from the direct superior or from the personnel department.

Naturally, this obligation does not hold for absence on account of sickness, accident, force majeure or a sound reason.

In these cases, the employee notifies his direct superior or the personnel department immediately, if possible by telephone and before 10 AM.

The employee who wishes to leave the workplace must request permission for this from his direct superior.

## 2.3 SICKNESS AND ACCIDENT, NOTIFICATION AND MEDICAL CERTIFICATE.

In case of unfitness for work, the employee notifies his direct superior or the personnel department immediately, or by 10 AM at the latest.

For every period of unfitness for work the employee must submit or send a medical certificate to the personnel department within two working days. This certificate must mention the identities of the physician and the employee, as well as the date of the examination, the probable duration of the unfitness and whether the employee is permitted to leave the house. On recurrence within 14 calendar days, the certificate must mention whether or not this new period of unfitness for work is caused by a different sickness.

In case the employee is the victim of an accident which is not a work accident, he must give the personnel department all information necessary with a view to guaranteed sick-pay.

## 2.4 GATE CONTROL.

If there is a suspicion of theft of goods belonging to the employer or of the infringements listed in the section on 'Summary Dismissal', the direction or the supervisory personnel is at all times authorized to search the rooms and the grounds of the company, the tools, cars, lockers, locker rooms, packages and bags. Every search is done in the presence of the employee concerned. If necessary, the search can include a body search.

The following rules must always be observed :

- a physical examination may only be done in a room which is suitable for this purpose and on condition that the required discretion is observed;
- a physical examination may only be done by a person of the same sex; a man must never examine a woman, nor vice versa;
- a physical examination or a check on someone's personal possessions may only be organized for reasons of company safety or to prevent theft.

### **3 SUPERVISORY STAFF.**

The supervisory functions are carried out by the general secretary.

The supervisory staff is charged with assisting the employees in improving the productivity and the quality of the work. Therefore the supervisory staff is authorized to check absences, to distribute the tasks, to draw the attention of the employees to the quality of the work, and to enforce observance of the safety prescriptions and other company regulations. In particular, the supervisory staff has the duty to impose a breath test on an employee when there are serious suspicions of intoxication.

## 4 WORK SCHEDULES.

### 4.1 FULL-TIME WORK SCHEDULES.

The weekly full-time schedule amount to an effective 38 hours for employees.

Schedule:

day	from	to	from	to
Monday	09.00	13.00	14.00	17.36
Tuesday	09.00	13.00	14.00	17.36
Wednesday	08.00	13.00	14.00	17.36
Thursday	09.00	13.00	14.00	17.36
Friday	09.00	13.00	14.00	17.36
Saturday	non-working day			
Sunday	non-working day			

### 4.2 PART-TIME WORK SCHEDULES.

Schedule :

day	from	to	from	to
Monday	09.00	12.30	13.00	17.06
Tuesday	09.00	12.30	13.00	17.06
Wednesday	08.00	12.30	13.00	17.06
Thursday	09.00	12.30	13.00	17.06
Friday	09.00	13.36	-	-
Saturday	non-working day			
Sunday	non-working day			

### 4.3 HOME WORKERS.

Every day, from Monday until Friday, between 09h00 and 12h30 and between 14h00 and 18h00, the company is available for home workers for collecting and delivery of materials and other objects and the necessary work documents.

## **5 ANNUAL CALENDAR.**

### **5.1 BANK HOLIDAYS.**

The paid bank holidays are: January 1st, Easter Monday, May 1st, Ascension day, Whit Monday, July 21st, August 15th, November 1st, November 11th and December 25th.

Every year, before December 15th, a report (with signature employer and date) will be posted in the company, mentioning the replacement days for bank holidays for the coming year.

A copy of this report will be enclosed with the work regulations.

### **5.2 PAID ANNUAL LEAVE.**

Individual holidays are determined in consultation with the direct superior and the employee (see under the heading 'Request for Leave').

For the duration of the statutory provisions and rules on annual leave, we refer to the Royal Decree of 30 March 1967 stipulating the general implementation conditions of the laws on the annual holiday of employees.

## **6 SALARY.**

### **6.1 PAYMENT OF THE SALARY.**

The wages of the employees are calculated by the month and paid not later than the 7<sup>th</sup> working day of the month following the pay period.

Payment will be made by bank transfer.

### **6.2 BENEFITS.**

Every payment or benefit accorded by the employer over and above the salary set down in writing, is a gift. This gift can never be a ground for claiming the same in the future.

## **7 SANCTIONS.**

- late reporting of absence;
- absence without leave;
- drunkenness;
- theft;
- refusal of work;

can be punished with one of the following sanctions:

- written warning;
- suspension of the execution of the employment agreement for one day, without pay;
- dismissal.

### **7.1 PROCEDURE WITH REGARD TO SANCTIONS**

For any of the aforementioned behaviours, only one of the sanctions described above can be imposed.

On pain of nullity, the employer or his authorised representative must communicate a sanction to the persons who have incurred it by the latest on the first working day after the shortcoming is established.

Before the date of the next payment of wages, the employer must register the imposed sanction in a ledger, in which he records, beside the names of the employees concerned, the date, the reason, and the nature of the sanction.

### **7.2 APPEAL AGAINST AN IMPOSED SANCTION**

The employee can lodge an appeal against a sanction imposed on him. Thereto, he must send a notice of objection to the employer, stating his reasons, within three working days after being notified of the sanction.

The employer must give a final answer within three days after this notification.

## **8 END OF THE AGREEMENT.**

### **8.1 DISMISSAL OF CLERICAL WORKERS.**

The terms of notice for clerical workers are established in accordance with the Law of 03.07.78 covering employment contracts.

### **8.2 SUMMARY DISMISSAL.**

Within the firm, the following actions, amongst others, are considered instances of gross misconduct, making any kind of professional collaboration immediately and definitively impossible:

- theft;
- drug abuse;
- false declarations of working hours or drivers' distances;
- deliberate damage to machines, material and software;
- breach of company confidence;
- physical violence;
- voluntary absence without leave during at least 3 working days.

## **9 SAFETY AND HEALTH.**

### **9.1 SAFETY.**

There is a first aid box at the office.

A person responsible for first aid can be reached at the workplace, telephone number 02/512.74.19.

In case of an industrial accident, the employees are free to choose where to have treatment.

The head of the Internal Department for Prevention and Protection at Work (the prevention officer) is Paul De Raeve.

### **9.2 MEASURES CONCERNING PROTECTION AGAINST VIOLENCE, HARASSMENT AND OBJECTIONABLE SEXUAL BEHAVIOUR IN THE WORKPLACE.**

#### **9.2.1 Policy Declaration.**

The employer, the employees and all other persons who have contact with employees in the performance of their tasks are obliged to refrain from any act of violence, harassment or objectionable sexual behaviour in the workplace.

For this purpose, employees especially, in accordance with their training and the instructions provided by the employer, must contribute positively to the prevention policy created in the framework of the protection of employees against violence, harassment and objectionable sexual behaviour in the workplace, and must refrain from every act of violence, harassment or objectionable sexual behaviour. They must also refrain from every unlawful use of the complaints procedure described below.

#### **9.2.2 Preventative Measures.**

The employer organises the work areas in such a way that the utmost is done to prevent violence, harassment and objectionable sexual behaviour. The employees are adequately informed and trained for combating violence, harassment or objectionable sexual behaviour in the workplace. Every hierarchical superior is required to use all the powers and authority specific to his/her position to see to it that the principle stated under the heading "Policy Declaration" is effectively put into practice. After consultation with the employees, all other preventative measures will be attached to these employment regulations as annex.

### **9.2.3 Persons and agencies to which employees may turn in cases of violence, harassment and objectionable sexual behaviour in the workplace.**

Victims of violence, harassment and objectionable sexual behaviour in the workplace can – in any way possible and with the means they consider best – turn to the prevention advisor, the Medical Inspection or the labour prosecutor.

The prevention advisor entrusted with counteracting violence, harassment and objectionable sexual behaviour in the workplace can be contacted via the external service for prevention and protection (see administrative information).

### **9.2.4 Procedure for Processing Complaints.**

Any employee who considers himself/herself to be the victim of violence, harassment or unwanted sexual behaviour in the workplace is to apply to the prevention adviser.

The prevention adviser hears the victim, mediates, at his or her request, with the perpetrator of the violence, harassment or unwanted sexual behaviour in the workplace, and attempts to solve the problem informally.

If the attempt at mediation does not yield any result or is found to be impossible, the prevention adviser, upon the explicit request of the victim, officially acknowledges receipt of the reasoned complaint.

The reasoned complaint is incorporated in a document that is dated and which also includes the statements of the victim and the witnesses, as well as the result of the mediation, if any. The prevention adviser immediately delivers a copy of this document to the employer. The victim and the witness receive a copy of their statement.

The competent prevention adviser conducts a completely impartial investigation of the reasoned complaint. This investigation must be carried out without delay, in full confidentiality, with tact, and observing the rights of the complainants and the accused. Following this investigation, he submits a proposal to the employer concerning the suitable measures to be taken.

The employer takes the suitable measures to put a stop to the occurrences of violence, harassment and unwanted sexual behaviour in the workplace.

### **9.2.5 Sanctions.**

Without prejudice to the rules applicable in case of dismissal and any sanctions that would be imposed in case of legal proceedings instituted by the victim, the person who is accused of violence, harassment or unwanted sexual behaviour in the workplace can be punished with one of the following sanctions:

- oral admonition;
- written admonition;
- transfer;
- suspension of the contract;
- dismissal with notice;
- summary and immediate dismissal without compensation.

Employees who abuse the complaints procedure can also be penalised with the above-mentioned sanctions.

On pain of nullity, the sanctioned party must be notified of the sanctions by the employer or his representative at the latest on the first working day following the day on which the results of the investigation were communicated.

The person who is sanctioned can lodge an appeal with the employer within 3 working days of being notified of the sanction. On this occasion, he/she can bring the case before the labour courts if required.

### **9.2.6 Protection, Support, Care and Help for Victims.**

The victim is protected against any retaliatory measure when submitting a complaint. Both complainant and accused have the right to be supported by a union representative, a colleague or an attorney.

The employer ensures that the employees who are the victim of an act of violence, harassment or objectionable sexual behaviour in the workplace receive suitable psychological support from services or institutions specialised in the care, help, support of employees and their reintroduction into the workplace.

## 10 ADMINISTRATIVE INFORMATION.

National Social Security:

Boulevard de Waterloo 76  
1000 Brussels  
Registration number: 1223847-06

Child Benefit Fund:

Kinderbijslagfonds VEV  
O. L. Vrouwstraat 85  
2800 Mechelen

Industrial accident insurance :

KBC Verzekeringen  
Brusselsesteenweg 55  
1652 Alsemberg

External Department for Prevention and Protection at Work :

Aprim  
Kipdorplein 55  
2000 Antwerpen

Joint Committee for Clerical Workers:

Joint Committee for the sociocultural sector  
NO. 329.00

Welfare Fund for Clerical workers:

Sociaal Fonds voor het Sociaal-Cultureel Werk van de Vlaamse Gemeenschap  
Quai du Commerce 48  
1000 Brussels

Wage calculation and employee administration:

SD WORX Secrétariat social  
Sint-Pietersplein 60  
9000 Gand

**Inspection departments competent for the Ixelles establishment:**

Inspection of Social Legislation (Federal Public Service Employment, Labour and Social Dialogue):

Résidence Palace  
Bloc A, 8ème étage  
Rue de la Loi 155  
1040 Brussels

Social Inspection (Federal public service Social Security):

Rue Joseph Stevens 7  
1000 Brussels

Technical Inspection (Federal Public Service Employment, Labour and Social Dialogue):

Rue Belliard 51  
1040 Brussels

Medical Inspection (Federal Public Service Employment, Labour and Social Dialogue):

Rue Belliard 51  
1040 Brussels

## **Inspection departments competent for temporary workplaces :**

### **A. Inspections of Social Legislation (Ministry of Employment and Labour) :**

- Graanmarkt 1  
9300 Alost
- Theaterbuilding  
Italiëlei 124 bte 56  
2000 Anvers
- Centre Administratif de l'Etat  
6700 Arlon
- Breidelstraat 3  
8000 Bruges
- Résidence Palace, Bloc A, 8<sup>ème</sup> étage  
Ruel de la Loi 155  
1040 Bruxelles
- Centre Albert, 18<sup>ème</sup> étage  
Place Albert 1er, 4 bte 8  
6000 Charleroi
- IJzerkaai 26-27  
8500 Courtrai
- Laurent Delvauxstraat 2A  
9000 Gand
- Aubreméstraat 16  
1800 Vilvorde
- Gouverneur Verwilghensingel 75 bte 6  
3500 Hasselt
- Centre Mercator  
Rue du Marché 24  
4500 Huy
- Rue Hamoir 164  
7100 La Louvière
- Rue Natalis 49  
4020 Liège

- Philipssite 3A bte 8  
3001 Louvain
- Louisastraat 1  
2800 Malines
- Boulevard Gendebien 16  
7000 Mons
- Rue de Gembloux 30  
5002 Namur
- Rue de Mons 39  
1400 Nivelles
- Kleine Bassinstraat 16  
8800 Roeselare
- Kazernestraat 16 Bloc C  
9100 Saint-Nicolas
- E. Jaminéstraat 13  
3700 Tongres
- Rue de l'Athenée 60  
7500 Tournai
- Warandestraat 49  
2300 Turnhout
- Place du Martyr 9 bte 4  
4800 Verviers

B. Social Inspections (Ministry of Social Precaution):

- Theaterbuilding  
Italiëlei 124 bte 63  
2000 Anvers
- Oude Gentweg 75 C  
8000 Bruges
- Rue Joseph Stevens 7  
1000 Bruxelles

- Laurent Delvauxstraat 2  
9000 Gand
- Gouverneur Verwilghensingel 75  
3500 Hasselt
- Avenue Herbofin 16 C  
6800 Libramont
- Potiérue 2  
4000 Liège
- Rue Verte 13 (1er étage)  
7000 Mons
- Rue Lucien Namèche 16  
5000 Namur

C. Technical Inspections :

- Theaterbuilding  
Italiëlei 124 bte 90  
2000 Anvers
- Theaterbuilding  
Italiëlei 124 bte 91  
2000 Anvers
- Rue Belliard 51  
1040 Bruxelles
- Breidelstraat 3  
8000 Bruges
- Rue Ferrer 6  
6000 Charleroi
- Sint Lievenslaan 33 B  
9000 Gand

- Gouverneur Verwilghensingel 75  
3500 Hasselt
- Place des Célestines 25  
5000 Namur
- Philippsite 3A bte 8  
3001 Louvain
- Rue de la Cité 25  
6800 Libramont
- Boulevard de la Sauvenière 73  
4000 Liège
- Boulevard Gendebien 16  
7000 Mons

D. Medical Inspections :

- Theaterbuilding  
Italiëlei 124 bte 80  
2000 Anvers
- Rue Belliard 51  
1040 Bruxelles
- Rue de l'Ecluse 7  
6000 Charleroi
- Sint Lievenslaan 33  
9000 Gand
- Boulevard de la Sauvenière 73  
4000 Liège

## 11 APPENDIX: COLLECTIVE AGREEMENT No. 25.

Collective labour agreement No. 25 of 15 October 1975 concerning equal pay for male and female employees.

CAO (Collective Agreement) 15/10/1975 (No. 25), KB (royal decree) 09/12/1975, BS (Belgian State Gazette) 25/12/1975.

### Chapter I: Object and Area of Application.

#### Article 1

- ★ The present collective agreement aims at implementing the principle of equal pay for male and female employees, which is set down in article 119 of the Treaty to the Establishment of the European Economic Community.
- ★ The equality of pay implies that for equal work or for work of equal value, every distinction as to sex is abolished.

#### Art.2

- ★ This collective agreement is applicable to the employees and employers as described in article 2 of the law of 5th December 1968 concerning the collective agreement and the joint committees.

### Chapter II : Implementation.

#### Art.3

- ★ The equal pay of male and female employees must be ensured for all elements and conditions of pay, including the systems of job grading where use is made of these systems.
- ★ In no case may the systems of job grading lead to discrimination, neither in the choice of criteria, nor in the weighing of these criteria, nor in the system of conversion of job points into salary points.

#### Art.4

- ★ By pay is meant :
  1. the salary in money, to which the employee has a right as a consequence of his employment, paid by the employer;
  2. the tips or reward for service, to which the employee has a right as a consequence of his employment or according to custom;
  3. the benefits which can be expressed as a money value, to which the employee has a right as a consequence of his employment, to the account of the employer.

- ★ Are also taken into account for the application of this collective agreement::
  - a) the compensation which is paid by the employer as holiday pay according to a collective agreement and in addition to the legal holiday pay;
  - b) the compensations which issue from the additional extra-legal social security regulations.
- ★ With relation to the date of application of paragraph 2, b of this article, the parties have agreed as follows :
  - as a general rule, this stipulation will come in force as soon as a new directive has been issued by the Council of the European Communities regulating the problem of the additional extra-legal benefits concerning social security;
  - with relation however to the additional extra-legal benefits concerning social security which are bound to legal benefits for which there is currently a difference in the regulation for male and female employees, this stipulation shall only come in force when the necessary legal measures will have been taken.

#### Art.5

- ★ Every employee who considers himself to be unfairly treated, or the representative trade union of which the employee is a member, can put in a claim with the competent court for the application of the principle of equal pay for male and female employees.

#### Art.6

- ★ A specialized commission with equal representation of employers and employees shall be established on the initiative of the organizations who have signed the present collective agreement.
- ★ This committee will have the task of advising the competent court, if it so requests, concerning disputes on the application of the principle of equal pay.
- ★ In addition, they will inform the social partners and make them aware of the initiatives with regard to sex neutral job appraisal systems and will provide advice and assistance on this topic at the request of the committee on which employers and trade union representatives are equally represented.

#### Art.7

##### Section.1

- ★ The employer of an employee who has lodged a complaint stating its grounds, either at the level of the company according to the agreed procedures in force within the company, or with the social inspection, or who has put in a claim, or on whose behalf a claim has been put in, to revise the employee's salary on the basis of the present collective agreement, may not terminate the employment, neither unilaterally change the job conditions, except for reasons which are foreign to this complaint or claim.

- ★ In case the employee is dismissed or in case the job conditions are changed unilaterally within twelve months following the lodging of a complaint as described in the preceding paragraph, the burden of proof that the reasons for it are foreign to this complaint lies with the employer. This burden of proof also lies with the employer in case of dismissal or unilateral change in the job conditions after a claim has been put in, as described in the above paragraph, and this up to three months after the sentence has become final.

#### Section.2

- ★ When the employer terminates the employment contract or unilaterally changes the job conditions contrary to the stipulations of section 1, paragraph 1 of this article, the employee, or the trade union of which he is a member, shall request for the employee to be reinstated in the company or to be given back his former job as set down in the conditions of the employment contract. The request must be done within thirty days following the date of notice of the dismissal, or of the unilateral change of job conditions. The employer must act on the request within thirty days following the notice of the request.
- ★ The employer, who reinstates the employee or gives him back his former job, must pay the wages lost on account of the dismissal or the change in job conditions, as well as the employer's and employee contributions on these wages.

#### Section.3

- ★ If, as a result of the request as described in section 2, paragraph 1, the employee is not reinstated or given back his former job, and if it is judged that the dismissal or the unilateral change in job conditions runs counter to the provisions of section 1, paragraph 1, the employer shall pay the employee a compensation which, according to the choice of the employee, equals a fixed sum corresponding to six months' gross salary, or to the actual damage suffered by the employee; in the latter case, the employee shall have to prove the extent of the damage suffered.

#### Section.4

- ★ The employer is obliged to pay the same compensation, without the employee having to make the request described in section 2, paragraph 1 to be reinstated or given back his former job, if :
  1. the employee terminates the employment contract because the behaviour of the employer runs counter to the provisions of section 1, paragraph 1, which is a sound reason on the part of the employee for terminating the employment contract;
  2. the employer has summarily dismissed the employee, on condition that the competent court judges this summary dismissal to be unfounded and in conflict with the provisions of section 1, paragraph 1.

### **Chapter III: Announcement.**

#### Art.8

- ★ The text of the present collective agreement is enclosed as an appendix to the work regulations of the company.

### **Chapter IV: Concluding Stipulations.**

#### Art.9

- ★ This collective agreement is concluded for an indefinite period; it comes in force on the date of its signature, with exception of the stipulations of article 4, section 3.
- ★ On the request of the first contracting party to take action, this collective agreement can be revised or terminated with a term of notice of six months.
- ★ The organization taking the initiative for revisal or termination must state the grounds and submit proposals for amendment; the other organizations commit themselves to discuss these proposals within a term of one month following receipt in the 'Nationale Arbeidsraad' (National Work Council).

### **Chapter V: Compulsory Provisions.**

#### Art.10

- ★ The undersigned parties undertake to take the necessary measures to ensure that the social judges and justices, who have a seat in the employment courts and tribunals as employees or as employers, will be informed of the existence of the specialised commission as stipulated in article 6 of this present agreement. They also undertake to recommend to their organisations, which would take legal proceedings to defend the rights resulting from this present agreement, that they could ask the competent court of justice to consult the aforementioned commission.
- ★ The undersigned parties also undertake to take the necessary measures to ensure that the committees, on which employers and trade union representatives are equally represented, are duly informed about the specific role of this specialist committee on which employers and union representatives are equally represented; this specific role as laid down in Article 6, item 3 of the present agreement, and relating to sex neutral job appraisal systems.

#### Art.11

- ★ The undersigned parties undertake to examine the results of the application of this present agreement, at the latest 12 months from the date it enters into force.

**CERTIFICATE OF REGULAR CONSULTATION.**

These regulations were brought to the notice of the employees on .. ..... (date).

For a period of 15 days, the employees were given the opportunity to write their remarks in a register.

On .. ..... (date), these regulations were sent to the inspection of social legislation, together with the register.

These regulations come in force on .. ..... (date).

Signature of the head of the personnel department,

