

Algerian Labor Law

TITRATE I: OBJECT AND FIELD OF APPLICATION

Article 1st. - the present law has the aim of governing the individual and collective relations of work between the employed persons and the employers.

Art 2. - With the title of this law, are considered paid workers, all people who provide a manual work or intellectual realizing remuneration within the framework of the organization and for the account of another person or entity, public or deprived, hereafter called "employer".

Art 3. - the civil and military personnel of national defense, the magistrates, the civil servant and contract employees of the institutions and public administrations of the State, the wilayas and the communes, as well as the personnel of the publicly-owned establishments related to administration is governed by legislative and lawful provisions particular.

Art 4. - Notwithstanding the provisions of this law and within the framework of the legislation in force, of the particular provisions taken by lawful way will specify, as a need, the specific mode of the working relationships concerning the managers of undertakings, the personnel flying personnel of air transports and maritime, the personnel of the fishing and trading ships, the home workers, the journalists, the artists and actors, the sales agents, the athletes of elite and performance and the personnel of house.

CONTAIN II: RIGHTS AND OBLIGATIONS OF THE WORKERS

CHAPTER I: RIGHTS OF THE WORKERS

Art 5. - The workers enjoy the following basic rights:

- exercise of the trade-union right;
- collective bargaining;
- participation in the organization employer;
- social security and retirement;
- hygiene, safety and occupational medicine;
- rest;
- participation in the prevention and the payment of the conflicts of work;

- Resort to the strike.

Art 6. - Within the framework of the working relationship, the workers also have the right:

- with an effective occupation;
- with the respect of their physical and moral integrity and their dignity;
- with a protection against any discrimination to occupy a station other than that founded on their aptitude and their merit;
- with the vocational training and promotion in work,
- with the regular payment of the remuneration which is due for them;
- with social works;
- with all advantages rising specifically from the contract of employment.

CHAPTER II: OBLIGATIONS OF THE WORKERS

Art 7. - The workers have the following fundamental obligations with the title of the working relationships:

- to achieve, at best their capacities, obligations related to their working station, while acting promptly and assiduity, within the framework of the organization of work installation by the employer;
- to contribute to the efforts of the organization employer in order to improve the organization and the productivity;
- to carry out the instructions given by the hierarchy indicated by the employer in the normal exercise of its capacities of direction;
- to observe measurements of hygiene and safety established by the employer in conformity with the legislation and the regulation;
- to accept medical controls intern and external that the employer can engage within the framework of the control or occupational medicine of assiduity;
- to take part in the actions of formation, improvement and recycling which the employer engages within the framework of the improvement of the operation or the effectiveness of the organization employer or for the improvement of hygiene and safety;

- not to have direct or indirect interests in a company or concurrent company, customer or sub-contracting, except agreement of the employer and not to compete with the employer in his field of activity;
- not to reveal information of a professional nature relating to the techniques, technologies, manufacturing processes, modes of organization and, generally, not to reveal the internal documents at the organization employer except if they are required by the law or their hierarchy;
- to observe the obligations rising from the contract of employment.

CONTAIN III: INDIVIDUAL RELATIONS OF WORK

CHAPTER I: GENERAL PROVISIONS

Art 8. - The working relationship occurs by the written contract or not written.

It exists in any event only fact of working for the account of an employer.

It creates for the interested parties of the rights and the obligations as defined by the collective legislation, regulation, conventions or agreements and the contract of employment.

Art 9. - The contract of employment is drawn up in the forms that it is advisable for the contracting parts to adopt.

Art 10. - The proof of the contract or the working relationship can be made by any means.

Art 11. - The contract famous is concluded for one unspecified duration except if it is laid out by it differently in writing.

When there is not a contract of written employment, the working relationship is supposed established for one unspecified duration.

Art 12. - The contract of employment can be concluded for one determined duration, full or part-time, in the cases expressly envisaged hereafter:

- When the worker is recruited for the fulfillment of a contract related to contracts of nonrenewable employments or service;
- When it is a question of replacing the occupant of a station which goes away temporarily and with the profit of which the employer is held to preserve the working station;

- When it is a question for the organization employer of carrying out periodic work in discontinuous matter;
- When an extra work of work, or when seasonal reasons justify it;
- When it acts of activities or employment at limited duration or which are by nature temporary.

In the whole of these cases, the contract of employment will specify the duration of the working relationship as well as the reasons for the stopped duration.

Art 12 (a). - Under the terms of attributions which are reserved for him by the legislation and the regulation in force, the factory inspector territorialement qualified assures that the contract of employment at given duration is concluded for one from the cases expressly quoted by article 12 from this law and that the duration envisaged with the contract corresponds to the activity for which the worker was recruited.

Art 13. - The contract of employment can be also concluded for an unspecified duration but for a partial time, i.e. an average time volume lower than the legal duration of work and this, when:

- The volume of work available does not make it possible to resort to the services full-time with a worker;
- The active worker makes of them the request for family reasons or suitabilities personal and that the employer accepts.

To in no case time partial of work cannot be lower than half of the legal duration of work.

The methods of application of this article are laid down by lawful way.

Art 14. - Without damage of the other effects of the law, the contract of employment concluded for one duration determined in infringement with the provisions of this law is regarded as a contract of employment at unspecified duration.

CHAPTER II: CONDITIONS AND PROCEDURES OF RECRUITMENT

Art 15. - the minimum age required for a recruitment cannot, to in no case, to be lower than sixteen years, except within the framework of apprenticeship contracts drawn up in accordance with the legislation and with the regulation in force.

The minor worker can be recruited only on presentation of an authorization established by his legal guardian.

The minor worker cannot be employed with work dangerous, unhealthy and vermin with his health or prejudicial with his morality.

Art 16. - the organizations employers must hold working stations to people handicapped according to methods' which will be laid down by lawful way.

Art 17. - Any provision envisaged under a convention or a collective agreement, or a contract of employment likely to sit an unspecified discrimination between workers as regards employment, of remuneration or working conditions, based on the age, the sex, the social or matrimonial condition, the family bonds, the political convictions, the affiliation or not with a trade union, is null and of no effect.

Art 18. - The worker lately recruited can be subjected to one probation period of which the duration cannot exceed six (06) months. This period can be increased to twelve (12) months for the working stations of high qualification. The probation period is determined by way of collective bargaining for each category of workers or the unit of the workers.

Art 19. - During the probation period, the worker has the same rights and obligations that those occupying of the similar working stations and this period is taken into account in the calculation of its seniority within the organization employer when it is confirmed at the end of the probation period.

Art 20. - During the probation period, the working relationship can be cancelled constantly by one or the other of the parts without allowance nor notice.

Art 21. - The employer can carry out the recruitment of immigrant workers under the conditions fixed by the legislation and the regulation in force when there is not a national work force qualified.

CHAPTER III: DURATION OF THE WORK

LEGAL SECTION 1: DURÉE OF WORK

Art 22. - The weekly legal duration of work is fixed at forty (40) hours under the conditions normal of work.

It is distributed at least over five (5) working days.

The installation and the distribution of the schedules of work inside the week are determined by collective conventions or agreements.

In the sector of the institutions and public administrations, they are determined by lawful way.

Art 23. - Notwithstanding article 2 of the ord. n° 97-03 of January 11, 1997, the weekly duration of work can be:

- reduced for the people occupied to particularly arduous and dangerous work or implying constraints on the physical or nervous levels,
- increased for certain stations comprising of the idle periods.

Collective conventions or agreements fix the list of the stations concerned and specify, for each one of them, the level of reduction or increase in the duration of the effective work.

In the sector of the institutions and public administrations, the list of the post offices aimed to subparagraph 1 and 2 of this article is fixed by lawful way.

Art 24. - In the farm, the legal duration of work of reference is fixed at thousand eight hundred (1.800) hours per year, broken down per periods according to characteristics' of the area or the activity.

Art 25. - When the schedules of work are carried out under the mode of the continuous meeting, the employer is held to arrange a time of pause which cannot exceed one hour of which half an hour considered as working time in the determination of the effective working hours.

Art 26. - The amplitude day laborer of effective work must in no way of exceeding twelve (12) hours.

SECTION 2: TRAVAIL OF NIGHT

Art 27. - is regarded as night-work, any work carried out between 9 p.m. and 5 hours.

The rules and the working conditions of night, as well as the rights y related are determined by collective conventions or agreements.

Art 28. - the workers of one or other sex, old of less than 19 years completed cannot occupy a night-work.

Art 29. - Il is interdict with the employer to resort to the female personnel for night-works.

Special exemptions can however be granted by the factory inspector territorialement qualified, when the nature of the activity and specificities of the working station justify these exemptions.

SECTION 3: POSTED WORK

Art 30. - When needs for the production or of the service require it, the employer can organize the shift work successive or "posted work".

Posted work gives right an allowance.

SECTION 4 ADDITIONAL: HEURES

Art 31. - The recourse to overtime must answer a peremptory necessity for service and be of an exceptional nature.

In this case, the employer can require any worker to carry out overtime beyond the legal duration of work without these hours not exceeding 20 % of the aforementioned legal duration, subject to the provisions of article 26 above.

However, and in the cases expressly envisaged hereafter, it can be derogated from the limits fixed at subparagraph 2 of this article under the conditions determined in conventions and agreements collective, namely:

- To prevent imminent accidents or to repair the damage resulting from accidents;
- To complete work whose interruption is likely because of their nature to generate damage.

In these cases, the representatives of the workers are obligatorily consulted and the informed held qualified factory inspector.

Art 32. - Overtime carried out give place to the payment of an increase which cannot in no case to be lower than 50 % of the normal hourly wage.

CHAPTER IV: LEGAL REST - ORE BASKETS - ABSENCES

LEGAL SECTION 1: CONGES AND REST

Art 33. - The worker has right to one day whole of rest per week. The normal day of weekly rest which corresponds to the ordinary working conditions, is fixed at Friday.

Art 34. - Being unemployed and paid public holidays are fixed by the law.

Art 35. - The weekly day of rest and the public holidays are days of legal rest.

Art 36. - the worker who worked one day of legal rest has right to a compensatory leave of equal duration and profits from the right of increase of overtime in accordance with the provisions of this law.

Art 37. - When urgent economic requirements or those of the organization of the production require it, the weekly rest can be differed or taken another day.

Are thus admitted of right to give the weekly rest by bearing, the structures and all other establishments where an interruption of work, the day of weekly rest, is either incompatible with the nature of the activity of the structure or the establishment, or prejudicial with the public.

Art 38. - In the structures and establishments of retail trade, the weekly day of rest of whole or part of the personnel is determined by a decree of the wali which holds account of the needs for provisioning of the consumers and the needs for each profession and ensures a rotation between the structures and the establishments of each category.

Art 39. - Any worker has right to an annual leave remunerated by the employer. Any renunciation by the worker of whole or part of his leave is null and of no effect.

Art 40. - The right to annual leave rests on the work carried out during one reference period which extends from 1 previous July of the year the leave at June 30 of the year of the leave.

For the lately recruited workers, the starting point of the reference period is the date of recruitment.

Art 41. - the remunerated leave is calculated at a rate of two days and half per month of work without the total duration not being able to exceed thirty days calendar per year of work.

Art 42. - An additional leave not being able to be lower than ten (10) days per year of work is granted to the worker exerting in the wilayas south.

Collective conventions or agreements lay down the methods of granting of this leave.

Art 43. - Any period equal to twenty-four (24) working days or four (4) working weeks is equivalent to one month of work when it is a question of fixing the duration of the remunerated annual leave.

This period is equal to a hundred and four twenty (180) business hours for the seasonal or part-time workers.

Art 44. - the period higher than fifteen (15) working days of the first month of recruitment of the worker is equivalent to one (1) month of work for the calculation of the remunerated annual leave.

Art 45. - the duration of the principal leave can be increased for the workers occupied with particularly arduous or dangerous work implying particular constraints on the physical or nervous levels.

Collective conventions or agreements lay down the methods of application of this article.

Art 46. - are regarded as work period for the determination of the duration of the annual leave:

- Work periods accomplished;
- Periods of annual leave;
- Periods of special absences paid or authorized by the employer;
- Periods of legal rest envisaged with the articles above;
- Periods of absences for maternities, diseases and industrial accidents;
- Periods of maintenance or recall to the colors.

Art 47. - the sick leave of long duration cannot in no case to open right to more than one month of annual leave and this, whatever the duration of the sick leave.

Art 48. - The worker on leave can be recalled for pressing need for service.

Art 49. - The working relationship can neither be suspended nor broken during the annual leave.

Art 50. - The worker is authorized to stop his annual leave following a disease to profit from the sick leave and rights y related.

Art 51. - The programme of departure in annual leave and its fractionation are fixed by the employer after opinion of the committee of participation established by the present law, when this one exists.

Art 52. - The allowance related with the annual leave is equal to the twelfth of the total remuneration perceived by the worker during the year under review of the leave or the previous title of the year the leave.

Art 52 (a). - the allowance of annual leave due to the workers of the professions, branches and branches of industry which are not usually

occupied in a continuous way by the same organization employer during the period appointed for the appreciation of the right to the leave, is paid by a specific case.

The organizations employers quoted above must obligatorily affiliate themselves with this case.

The professions, branches and branches of industry envisaged above are fixed by lawful way.

Art 52 B. - the expenditure related with the payment of the allowance of leave envisaged in article 52 (a) above as well as the overheads is covered by a contribution with the exclusive load of the organizations employers.

The rate and the methods of covering of this contribution are laid down by lawful way.

Art 52 quarter. - The creation of the case specific envisaged to the present law as well as the conditions and methods of its operation are laid down by lawful way.

SECTION 2: ABSENCES

Art 53. - Except the cases expressly envisaged by the law or the regulation, the worker, whatever his position in the hierarchy, cannot be remunerated for one period not worked without damage of disciplinary measurements envisaged by the rules of procedure.

Art 54. - In addition to the cases of absence for causes envisaged by the legislation relating to the social security, the worker can profit, subject to notification and of justification preliminary to the employer, of absences without loss of remuneration for the following reasons:

- To discharge tasks related to a trade-union representation or a worker representation, according to durations' fixed by the legal or conventional provisions;
- To follow cycles of vocational training or trade-union authorized by the employer and to pass from the academic or professional examinations;
- at the time of each following family event:
marriage of the worker, birth of a child of the worker, marriage of the one of the descendants of the worker, death of ascending, descendant and collateral to the 1st degree of the worker or united sound, death of the spouse of the worker, circumcision of a child of the worker.

The worker profits in these three (3) working days cases remunerated.

However, in the cases of birth or death, the justification intervenes later on.

- The achievement of the pilgrimage to the holy places once during the professional career of the worker.

Art 55. - During the pre and postnatal periods, the female workers profit from the maternity leave in accordance with the legislation in force.

They can also profit from facilities under the conditions fixed by the rules of procedure of the organization employer.

Art 56. - authorizations of not remunerated special absences can be granted by the employer to the workers who have an imperative need to go away under the conditions fixed by the rules of procedure.

CHAPTER V: FORMATION AND PROMOTION In the course of EMPLOYMENT

Art 57. - Each employer is held to carry out actions of training and improvement in direction of the workers according to a program which it subjects to the opinion of the committee of participation.

The employer is also held, within the framework of the legislation in force, to organize actions of training to allow young people to acquire theoretical and practical knowledge essential with the exercise of a trade.

Art 58. - Any worker is held to follow the courses, cycles or actions of formation or improvement organized by the employer in order to bring up to date, to look further into or increase his general, professional and technological knowledge.

Art 59. - The employer can require workers whose qualifications or competences allow it, to contribute actively to the actions of formation and improvement which it organizes.

Art 60. - Subject to the agreement of the employer, the worker who is registered with courses of formation or improvement professionals can profit from an adaptation of his working time or from a special leave with a reservation of his working station.

Art 61. - Promotion sanctions a rise in the scale in qualification or the professional hierarchy.

It is carried out taking into account the stations available, of the aptitude and the merit of the worker.

CHAPTER VI: MODIFICATION, SUSPENSION AND SUSPENSION OF THE WORKING RELATIONSHIP

SECTION 1: MODIFICATION OF THE CONTRACT OF EMPLOYMENT

Art 62. - the contract of employment is modified when the law, the regulation, collective conventions or agreements state rules more favorable to the workers than those which are stipulated there.

Art 63. - Subject to the provisions of this law, the clauses and the nature of the contract of employment can be modified by the common will of the worker and the employer.

SECTION 2: DE THE SUSPENSION OF THE WORKING RELATIONSHIP

Art 64. - The suspension of the working relationship intervenes of right by the effect:

- Mutual agreement of the parts;
- the sick leave or assimilated as envisaged by the legislation and the regulation relating to the social security;
- Achievement of the obligations of the national service and periods of maintenance or maintenance within the framework of the reserve;
- Exercise of an elective public office;
- Loss of liberty of the worker as long as a judgment becomes final will not have been marked;
- of a suspense disciplinary decision of performance of duty;
- Exercise of the right to strike;
- leave without balance.

Art 65. - the workers aimed to article 64 above are reinstated of right to their working station or a station of remuneration equivalent to the expiry of the periods having justified the suspension of the working relationship.

SECTION 3: SUSPENSION OF THE WORKING RELATIONSHIP

Art 66. - The working relationship ceases by the effect of:

- The nullity or the legal abrogation of the contract of employment;

- The arrival in the long term of the contract of employment at given duration;
- The resignation;
- The dismissal;
- Total disablement of work, as defined by the legislation;
- The dismissal for compression of manpower;
- La cessation d'activité légale de l'organisme employeur;
- La retraite;
- Le décès.

Art 67. - A la cessation de la relation de travail, il est délivré au travailleur un certificat de travail indiquant la date de recrutement, la date de cessation de la relation de travail ainsi que les postes occupés et les périodes correspondantes.

La délivrance du certificat de travail n'annule pas les droits et obligations de l'employeur et du travailleur, nés du contrat de travail ou contrats de formation sauf s'il en est convenu autrement par écrit entre eux.

Art 68. - La démission est un droit reconnu au travailleur.

Le travailleur qui manifeste la volonté de rompre la relation de travail avec l'organisme employeur, présente à celui-ci sa démission par écrit.

Il quitte son poste de travail après une période de préavis dans les conditions fixées par les conventions ou accords collectifs.

Art 69. - Lorsque des raisons économiques le justifient, l'employeur peut procéder à une compression d'effectifs.

La compression d'effectifs, qui consiste en une mesure de licenciement collectif se traduisant par des licenciements individuels simultanés, est décidée après négociation collective. Il est interdit à tout employeur qui a procédé à une compression d'effectifs de recourir sur les mêmes lieux de travail à de nouveaux recrutements dans les catégories professionnelles des travailleurs concernés par la compression d'effectifs.

Art 70. - Avant de procéder à une compression d'effectifs, l'employeur est tenu de recourir à tous les moyens susceptibles de réduire le nombre des licenciements et notamment :

- à la réduction des horaires de travail;

- au travail à temps partiel tel que défini dans la présente loi;
- à la procédure de mise à la retraite conformément à la législation en vigueur;
- à l'examen des possibilités de transfert du personnel vers d'autres activités que l'organisme employeur peut développer ou vers d'autres entreprises. En cas de refus, le travailleur bénéficie d'une indemnité de licenciement pour compression d'effectifs.

Art 71. - Les modalités de compression d'effectifs sont fixées après épuisement de tous les moyens susceptibles d'y interdire le recours, sur la base notamment des critères d'ancienneté, d'expérience et de qualification pour chaque poste de travail.

Les conventions et les accords collectifs précisent l'ensemble des modalités fixées.

Art 72. (abrogé par l'art 35 du DL n° 94-09 du 26 mai 1994 portant préservation de l'emploi et protection des salariés susceptibles de perdre de façon involontaire leur emploi)

Art 73. - Le licenciement à caractère disciplinaire intervient dans les cas de fautes graves commises par le travailleur.

Outre les fautes graves sanctionnées par la législation pénale, commises à l'occasion du travail, sont notamment considérées comme fautes graves et susceptibles d'entraîner le licenciement sans délai-congé ni indemnités, les actes par lesquels le travailleur :

- refuse sans motif valable d'exécuter les instructions liées à ses obligations professionnelles ou celles dont l'inexécution pourrait porter préjudice à l'entreprise et qui émaneraient de la hiérarchie désignée par l'employeur dans l'exercice normal de ses pouvoirs;
- Divulgue des informations d'ordre professionnel relatives aux techniques, technologie, processus de fabrication, mode d'organisation ou des documents internes à l'organisme employeur, sauf si l'autorité hiérarchique l'autorise ou si la loi le permet;
- Participe à un arrêt collectif et concerté de travail en violation des dispositions législatives en vigueur en la matière;
- Commet des actes de violence;
- cause intentionnellement des dégâts matériels aux édifices, ouvrages, machines, instruments, matières premières et autres objets en rapport avec le travail;

- refuse d'exécuter un ordre de réquisition notifié conformément aux dispositions de la législation en vigueur;
- Consomme de l'alcool ou de la drogue à l'intérieur des lieux de travail.

Art 73-1. - Dans la détermination et la qualification de la faute grave commise par le travailleur, l'employeur devra tenir compte notamment des circonstances dans lesquelles la faute s'est produite, de son étendue et de son degré de gravité, du préjudice causé, ainsi que de la conduite que le travailleur adoptait, jusqu'à la date de sa faute, envers le patrimoine de son organisme employeur.

Art 73-2. - Le licenciement prévu à l'article 73 ci-dessus est prononcé dans le respect des procédures fixées par le règlement intérieur.

Celles-ci prévoient obligatoirement la notification écrite de la décision de licenciement, l'audition par l'employeur du travailleur concerné qui peut à cette occasion se faire assister d'un travailleur de son choix appartenant à l'organisme employeur.

Art 73-3. - Tout licenciement individuel intervenu en violation des dispositions de la présente loi est présumé abusif, à charge pour l'employeur d'apporter la preuve du contraire.

Art 73-4. - Si le licenciement d'un travailleur survient en violation des procédures légales et/ou conventionnelles obligatoires, le tribunal saisi, qui statue en premier et dernier ressort, annule la décision de licenciement pour non respect des procédures, impose à l'employeur d'accomplir la procédure prévue, et accorde au travailleur, à la charge de l'employeur, une compensation pécuniaire qui ne saurait être inférieure au salaire perçu par le travailleur comme s'il avait continué à travailler.

Si le licenciement d'un travailleur survient en violation des dispositions de l'article 73 ci-dessus, il est présumé abusif. Le tribunal saisi, statue en premier et dernier ressort, et se prononce soit sur la réintégration du travailleur dans l'entreprise avec maintien de ses avantages acquis soit, en cas de refus par l'une ou l'autre des parties, sur l'octroi au travailleur d'une compensation pécuniaire qui ne peut être inférieure à six (06) mois de salaire, sans préjudice des dommages et intérêts éventuels.

Le jugement rendu en la matière est susceptible de pourvoi en cassation.

Art 73-5. - Le licenciement ouvre droit, pour le travailleur qui n'a pas commis de faute grave, à un délai- congé dont la durée minimale est fixée dans les accords ou conventions collectifs.

Art 73-6. - Le travailleur licencié a droit pendant la durée de son délai-congé, à deux heures par jour, cumulables et rémunérées, pour lui permettre de rechercher un autre emploi.

L'organisme employeur peut s'acquitter de l'obligation de donner le délai-congé en versant au travailleur licencié une somme égale à la rémunération totale qu'il aurait perçue pendant le même temps.

La cessation d'activité ne libère pas l'organisme employeur de son obligation de respecter le délai-congé.

Art 74. - S'il survient une modification dans la situation juridique de l'organisme employeur, toutes les relations de travail en cours, au jour de la modification, subsistent entre le nouvel employeur et les travailleurs.

Toute modification éventuelle dans les relations de travail ne peut intervenir que dans les formes et aux conditions prévues par la présente loi et par voie de négociation collective.

CHAPITRE VII : RÈGLEMENT INTÉRIEUR

Art 75. - Dans les organismes employeurs occupant vingt (20) travailleurs et plus, l'employeur est tenu d'élaborer un règlement intérieur et de le soumettre pour avis aux organes de participation ou, à défaut, aux représentants des travailleurs avant sa mise en oeuvre.

Art 76. - Dans les organismes employeurs occupant moins de vingt (20) travailleurs, l'employeur peut élaborer un règlement intérieur, selon les spécificités des activités. La nature de ces activités est fixée par voie réglementaire.

Art 77. - Le règlement intérieur est un document par lequel l'employeur fixe obligatoirement les règles relatives à l'organisation technique du travail, à l'hygiène, à la sécurité et à la discipline.

Dans le domaine disciplinaire, le règlement intérieur fixe la qualification des fautes professionnelles, les degrés des sanctions correspondantes et les procédures de mise en oeuvre.

Art 78. - Les clauses du règlement intérieur qui supprimeraient ou limiteraient les droits des travailleurs tels qu'ils résultent des lois, des règlements et des conventions ou accords collectifs en vigueur sont nulles et de nul effet.

Art 79. - Le règlement intérieur prévu à l'article 75 ci-dessus est déposé auprès de l'inspection du travail territorialement compétente pour approbation de conformité avec la législation et la réglementation du travail dans un délai de huit (08) jours.

Le règlement intérieur prend effet dès son dépôt auprès du greffe du tribunal territorialement compétent.

Il lui est assuré par l'employeur une large publicité en direction des travailleurs concernés.

CONTAIN IV: REMUNERATION OF LABOUR

CHAPTER I: GENERAL PROVISIONS

Art 80. - N the other hand of provided work, the worker has right to remuneration with the title of which it perceives wages or an income proportional to the results of work.

Art 81. - By wages, for the present law, it is necessary to hear:

- the basic wage, such as it results from the professional classification of the organization employer;
- allowances paid because of the seniority of the worker, overtime carried out or because of particular conditions of work and, in particular, posted work, harmful effect and obligation, including and the allowance night-work of zone,
- Premiums related on the productivity and the results of work.

Art 82. - By income proportional to the results of work, it is necessary to hear remuneration with the output and in particular with the task, piece-rates, the seal and the sales turnover.

Art 83. - The reimbursements of expenses are versed because of particular subjections imposed by the employer to the worker (ordered missions, use of the personal vehicle for the service and subjections similar).

Art 84. - Any employer is held to ensure, for a work of equal value, the equal pay between the workers without any discrimination.

Art 85. - Remuneration is expressed in exclusively monetary terms and its payment is carried out in exclusively monetary means.

Art 86. - The amount of remuneration as that of all the elements which make it up appear, by name, in the periodic card of pay established by the employer. This provision does not apply to the reimbursements of expenses.

CHAPTER II: GUARANTEED MINIMUM NATIONAL WAGES

Art 87. - The minimum national wages guaranteed (SNMG) applicable in the branches of industry are fixed by decree, after consultation of the property owners' syndicates of workers and employers most representative.

For the determination of the SNMG, it is held account of the evolution:

- recorded national average productivity;
- consumer price index;
- general economic situation.

Art 87 (a). - the guaranteed minimum national wages, envisaged in article 87 above, include/understand the basic wage, the allowances and premiums of any nature other than the allowances paid under reimbursement of expenses engaged by the worker.

CHAPTER III: PRIVILEGES AND GUARANTEED

Art 88. - The employer is held to pour regularly with each worker and in the long term fallen, the remuneration which is due for him.

Art 89. - remunerations or advances on remuneration are paid by preference with all other credits, including those of the treasure and the social security, and this, whatever nature, the validity and the form of the working relationship.

Art 90. - The remunerations contained in the sums which had by the employer cannot be stopped payment of, of seizure nor to be retained for some reason that it either, with the damage of the workers to which they are due.

TITRATE V: PARTICIPATION OF THE WORKERS

CHAPTER I: BODIES OF PARTICIPATION

Art 91. - Within the organization employer, the participation of the workers is assured:

- on the level of any distinct place of work including/understanding at least twenty (20) hard-working, by union delegates;
- on the level of the seat of the organization employer, by a committee of participation made up of union delegate elected in accordance with article 93 below.

Art 92. - When there exists, within the same organization employer, several places of work distinct including/understanding each one less than twenty (20) hard-working but of which the total number is equal or higher than twenty (20), the workers can be affiliated instead of work or be gathered nearest to elect their union delegates.

Art 93. - Within the same organization employer, the union delegates elected in accordance with articles 91 and 92 of this law, elect in their centre a committee of participation of which the number of delegates is given under the conditions fixed at article 99 below.

Art 93 (a). - Whenever the organization employer is made up only of one single distinct place of work, the union delegate elected in accordance with articles 91 and 99 of this law, exerts the prerogatives of the committee of participation envisaged in article 94 below.

CHAPTER II: ATTRIBUTIONS OF THE BODIES OF PARTICIPATION

Art 94. - The committee of participation has following attributions:

1 - to receive information which to him is communicated at least each quarter by the employer:

* on the evolution of the production of the goods and the services, the sales and the labor productivity;

* on the evolution of manpower and the structure of employment;

* on the absentee rate, the industrial accidents and the occupational diseases;

* on the application of the rules of procedure;

2 - to supervise the execution of the applicable provisions as regards use, hygiene, safety and those relating to the social security;

3 - to take any suitable action near the employer when the legal and lawful provisions concerning hygiene, the safety and the occupational medicine are not respected;

4 - to express an opinion before the implementation by the referring himself employer of the decisions:

* in the annual plans and assessments of their execution;

* with the organization of work (standards of work, system of stimulation, controls work, schedule of work);

- * with the projects of reorganization of employment (reduction of the duration of the work, redeployment and compression of manpower);
- * in the plans of vocational training, recycling, improvement and training;
- * with the models of contract of employment, formation and training;
- * with the rules of procedure of the organization employer.

The opinions must be given within fifteen (15) maximum day after exposed reasons formulated by the employer. In the event of dissension on the rules of procedure, the factory inspector is obligatorily seized.

5 - to manage social works of the organization employer. When the management of social works is entrusted to the employer, after agreement of this one, a convention between the committee of participation and the employer will specify of them the conditions, methods of exercise and control;

6 - to consult the financial statements of the organization employer: assessments, operating statement, accounts profits and losses;

7 - to inform regularly the workers of the questions treated except those having milked with the manufacturing processes, the relations with the thirds or those covered with a confidential or secret seal.

Art 95. - When the organization employer gathers more than one hundred fifty (150) hard-working and when there exists in his centre a board of directors or monitoring, the committee of participation indicates among its members or apart from them administrators charged to represent the workers with the centre of the aforesaid council in accordance with the legislation in force.

Art 96. - When the organization employer consists of several distinct places of work, the union delegates of each distinct place exert, under the control of the committee of participation, the prerogatives of this one specified with subparagraphs 1 and 3 of article 94 relatively instead of work concerned.

CHAPTER III: MODE of ELECTION AND COMPOSITION OF the BODIES OF PARTICIPATION

Art 97. - the union delegates are elected in conformity with articles 91 and 92 precedents, by the workers concerned by the free, secret and direct vote personal.

Are not eligible, the top executives of the organization employer, ascending, downward the, collateral ones or parents by alliance with the

first degree of the employer and the top executives, the workers occupying of the stations of responsibility with disciplinary power and the workers not enjoying their civil laws and civic.

The union delegates are elected among the experienced meeting the conditions to be entitled to vote, old workers of twenty and one (21) years completed and justifying of more than one year of seniority within the organization employer.

The condition of seniority envisaged with subparagraph 3 above is not necessary for the organization employer created since less than one year.

Art 98. - the poll is with two (2) turns. At the first ballot, the candidates with the election of union delegate are introduced by the representative trade-union organizations within the organization employer, among the workers filling the criteria of eligibility fixed at article 97 above.

If the number of voters is lower than half of the voters, it is proceeded within a time not exceeding thirty (30) days to a second ballot.

In this case, can introduce at the elections all the workers above filling the criteria of eligibility fixed at article 97.

In the event of absence of organization (S) trade-union (S) representative (S) within the organization employer, the elections of union delegate are organized under the conditions envisaged with subparagraph 3 precedent, taking into account the minimum rate of participation in the poll as fixed at subparagraph 2 above.

The mode of the poll will have to allow, moreover, an equitable representation of the various socio-professional categories within the place of work and organization employer concerned.

Are declared elected, the candidates having collected the greatest number of voices. When two or several candidates collected the same number of voices, the seniority within the organization employer is taken into account to decide between them. However, if the elected candidates have the same seniority, oldest of them carries.

The methods of application of this article in particular those relating to the organization of the elections are laid down by lawful way, after consultation of the trade-union organizations of the workers and the employers most representative.

Art 99. - the number of union delegate is fixed as follows:

- from 20 to 50 workers: 1 delegated,

- from 51 to 150 workers: 2 delegated,
- from 151 to 400 workers: 4 delegated,
- from 401 to 1.000 workers: 6 deputy.

Beyond 1.000 workers, it will be deducted one (1) additional delegate by section of 500 workers.

Art 100. - Any dispute relating to the elections of union delegate is carried in the thirty (30) days following the elections in front of the court territorialement qualified which decides within thirty (30) day of its sasine by a judgment given in first and the last arises.

Art 101. - the term of the office of union delegate is three (3) years. The mandate of union delegate can be withdrawn to them by decision of the majority of the workers who elected them at the time of a general assembly convened by the president of the office of the committee of participation aimed to article 102 or organized at the request of the third at least of the workers concerned.

In the event of vacancy for an unspecified reason, the union delegate is replaced by the worker having obtained, at the time of the elections, a number of voices immediately lower than the last elected person union delegate.

CHAPTER IV: OPERATION AND FACILITATE

Art 102. - When the committee of participation is composed of at least two (02) union delegates, it establishes its rules of procedure and proceeds to the election in its centre of an office made up of a president and a vice-president.

Art 103. - The committee of participation meets at least once every three months. It meets obligatorily at the request of its president or the majority of his members.

The agenda of these meetings is obligatorily made available of the employer at least fifteen (15) days in advance.

The employer can delegate one or more his collaborators to these meetings.

Art 104. - The committee of participation also meets under the presidency of the employer or his duly authorized officer, assisted his/her principal collaborators, at least once per quarter.

The agenda of these meetings will have to be made available of the president of the office of the committee of participation at least thirty (30) days in advance and will have to cover subjects concerned with attributions of the committee of participation. Files relating to the questions which will have to be treated will have to be provided to the president of the office of the committee of participation.

The office of the committee of participation can propose the addition of points on the agenda of the meeting provided the raised questions concern its attributions and provided that the corresponding files established by the office of the committee of participation arrive at the employer at least fifteen (15) days before the date planned for the behaviour of the meeting.

Art 105. - With the level of each place of work, the competent representative of the assisted employer of his principal collaborators holds a meeting at least all the three (3) months with the union delegates concerned in accordance with article 96 precedent on the basis of agenda established beforehand and which to them will have been communicated at least seven (7) days before the behaviour of the meeting.

Art 106. - the union delegates have the right to have monthly credit a ten (10) hours paid by the employer like working time, for the exercise of their mandate, except during their annual leave.

The methods of use of the time credit thus allocated is the subject of an agreement with the employer.

Art 107. - the union delegates can agree to cumulate the appropriations of hours which are allocated to them with the profit of one or more delegates, after agreement of the employer.

Art 108. - the time passed through the union delegates to the meetings convened on the initiative of the employer or accepted by this one with their request, is not taken into account for the calculation of the credit of hours aimed to article 106 above.

Art 109. - the employer will place at the disposal of the committee of participation and of union delegate, the means necessary for the their meeting holding and the realization of work of secretariat.

Art 110. - The committee of participation organizes its activities within the framework of its attributions and its rules of procedure and can resort to no employers' expertise.

Art 111. - Pursuant to article 110 above, of the budgets are allocated by the organization employer according to methods' laid down by lawful way.

Art 112. - In the exercise of their occupations, the union delegates are subjected to the provisions legislative, lawful and conventional relating to the rights and obligations of the workers.

Art 113. - No union delegate can be the object, on behalf of the employer, a dismissal, a change or any other disciplinary action of some nature that it is, because of the activities which it holds of his mandate.

CONTAIN VI: COLLECTIVE BARGAINING

CHAPTER I: GENERAL PROVISIONS

Art 114. - The collective agreement is an agreement written on the whole of the work and condition of uses for one or more professional categories.

The collective agreement is a written agreement whose object treats given aspects of the work and condition of uses for one or more socio-professional categories of this unit. It can constitute an endorsement with the collective agreement.

Collective conventions and agreements are concluded within the same organization employer between the employer and the trade-union representatives from the workers.

They are also concluded between a group from employers or one or more trade-union organizations employers' representative on the one hand, and one or more trade-union organizations representative of the workers on the other hand.

The representative ness of the parts to the negotiation is given under the conditions fixed by the law.

Art 115. - Convention and the collective agreement determine their field of application professional and territorial.

They can relate to one or more socio-professional categories, one or more organizations employers and be of a local, regional or national nature.

Art 116. - When conventions and the collective agreements relate to several organizations employers, they engage the latter only in the condition that representatives of the workers and of the employers of the aforesaid organizations are unit left fascinating or that they adhere to it by mutual agreement.

Art 117. - convention and the collectives agreement are concluded for one given duration or one unspecified duration.

In the absence of contrary stipulations, the convention and the collective agreement at given duration which expire continue to produce their effects like a convention or agreement at unspecified duration, until adoption of a new convention or agreement by the parts concerned.

Art 118. - the most favorable provisions contained in various conventions and collective agreements to which the organization employer subscribed or adhered impose on him and apply to the workers of the organization employer concerned except favorable provisions contained in the contracts of employment with the company.

Art 119. - the organizations employers must ensure a sufficient publicity conventions and collective agreements to which they left fascinating in direction the collective the workers concerned.

A specimen of these conventions and agreements collective are held permanently at the disposal of the workers, in any distinct place of work.

CHAPTER II :CONTENTS OF THE COLLECTIVE AGREEMENTS

Art 120. - the collective agreements concluded under the conditions fixed by the present law treat work and condition of uses and can in particular treat elements hereafter:

- 1 - professional classification;
- 2 - standards of work, including the schedules of work and their distribution;
- 3 - basic wages minimum corresponding;
- 4 - allowances related on the seniority, overtime or the working conditions including the allowance of zone;
- 5 - premiums related on the productivity and the results of work;
- 6 - methods of remuneration to the output for the categories of workers concerned;
- 7 - committed reimbursement of expenses;
- 8 - probation period and notice;
- 9 - effective working hours for the uses with strong subjections or comprising idle periods;
- 10 - special absences;
- 11 - conciliation procedures in the event of collective conflict of work;

12 - minimum service in the event of strike;

13 - exercise of the trade-union right;

14 - duration of the convention and methods of renewal, revision or denunciation.

CHAPTER III : COLLECTIVE AGREEMENTS OF COMPANY AND CONVENTIONS OF HIGHER ROW

Art 121. - Each organization employer can have a convention and collective agreements of company or to be recipient of a convention or collective agreements of a higher row.

Art 122. - collective conventions and agreements which exceed the framework of the organization employer are famous of higher row since they are negotiated and concluded by trade-union organizations of workers and employers recognized representative in the field of application sectoral, professional or territorial of the aforesaid conventions and collective agreements.

CHAPTER IV : NEGOTIATION OF THE COLLECTIVE AGREEMENTS

Art 123. - A the request for one of the parts aimed to article 114 above, the negotiation of conventions and agreements collective is carried out by Joint Committees of negotiation made up of an equal number trade-union representatives of workers and employers duly elected by those which they represent.

Their designation is spring of each part to the negotiation.

Art 124. - For conventions and collective agreements of companies, each part can be represented by three (03) to seven (07) members.

For conventions of higher row, the representatives of each part cannot exceed eleven (11) members.

Art 125. - For the control of the collective bargaining, each part to the negotiation appoints a president who expresses the majority point of view of the members of the delegation that it leads and of which it becomes carries it word.

CHAPTER V : EXECUTION OF THE COLLECTIVE AGREEMENTS

Art 126. - convention and the collectives agreement are presented as of their conclusion at the only ends of recording by the parts with the collective bargaining or diligent of them near and the clerk's office factory inspectorate of the court:

- place of the seat of the organization employer when it acts of a convention or collectives agreement of company;
- seat of the commune when the field of application is limited to the commune;
- seat of the wilaya when the field of application extends to the wilaya or with several communes of same the wilaya;
- from Algiers for collective conventions or agreements inter wilayas, of branches or main roads.

Art 127. - Collective conventions and agreements oblige all those which signed them or which adhered to it as of achievement of the formalities envisaged to the preceding article.

Art 128. - the people bound by a collective agreement or a collective agreement can bring any proceedings aiming at obtaining the execution of the underwriting liabilities without damage of repairs which they could ask for violation of the aforementioned convention or of the aforesaid agreement.

Art 129. - the trade-union organizations of workers and employers who are bound by a convention or a collectives agreement can exert all the actions at law which are born from this chief, in favor of their members and can also bring in their proper name, any action aiming at obtaining the execution of the underwriting liabilities.

Art 130. - the factory inspectors take care of the execution of conventions and agreements collective and are seized by any disagreement concerning their application.

Art 131. - convention or the collectives agreement can be denounced partly or entirely by the signatories parts.

The denunciation cannot however intervene in the twelve (12) months which follows their recording.

Art 132. - the denunciation is meant by letter registered to the other signatory part, with copy with the factory inspectorate which recorded the aforementioned convention or the aforementioned agreement and demounting near the clerk's office of the court trustee.

Art 133. - the significance of the denunciation carries obligation for the parts to have to engage of the negotiations in the thirty (30) days for the concluding of a new collective agreement or a new collective agreement.

In all the cases, the denunciation of convention or collectives agreement cannot have effects on the contracts of employment concluded before, which remain governed by the provisions in force until the conclusion of a new convention or new collectives agreement.

Art 134. - When the factory inspector notes that a collective agreement or a collective agreement are against the legislation and with the regulation in force, it (it) subjects office to the court of jurisdiction.

CONTAIN VII: CASE OF NULLITY

Art 135. - Is null and of no effect any working relationship which is not in conformity with the provisions of the legislation in force.

The cancellation of the working relationship cannot however have for effect the loss of remuneration due for carried out work.

Art 136. - Any clause of a contrary contract of employment to the legislative and lawful provisions is null and of no effect and is automatically replaced by the provisions of this law.

Art 137. - Is null and of no effect, any clause of a contract of employment which derogates in an unfavorable direction from the rights granted to the workers by the written legislation, regulation and conventions or agreements.

CONTAIN VIII :PENAL PROVISIONS

Art 138. - the factory inspectors note and detect the infringements with the provisions of this law, in accordance with the industrial legislation.

Art 139. - As regards infringement, the fine is doubled in the event of repetition.

There is repetition when, in the twelve (12) months former to the continued fact, the contravener was condemned for an identical infringement.

Art 140. - Except the cases of an apprenticeship contract drawn up in accordance with the legislation and with the regulation in force, any recruitment of a young worker not having reached the age envisaged by the law, is punished of a fine from 1.000 to 2.000 DA.

In the event of repetition, a prison sentence fifteen (15) day old in two (2) months can be marked, without damage of a fine which can rise with the double of that envisaged with the preceding subparagraph.

Art 141. - Very contravening the provisions of this law relating to the condition of uses of the young workers and the women, is punished of a

fine from 2.000 to 4.000 DA applied as many time as there are noted infringements.

Art 142. - the signatory of a collective agreement or a collective agreement of work of which the provisions are likely to sit a discrimination between the workers as regards employment, of remuneration or working conditions as envisaged in article 17 of this law, is punished of a fine from 2.000 to 5.000 DA.

In the event of repetition, the sorrow is from 2.000 to 10.000 DA and a three (3) days imprisonment, or one of these two (2) sorrows only.

Art 143. - Very contravening the provisions of this law, relating to the weekly legal duration of work, the amplitude day laborer of work and the limitations as regards recourse to overtime and the night-work for the young people and the women is punished of a fine from 500 to 1.000 DA applied for each noted infringement and as many time as there are workers concerned.

Art 143 (a). - Very contravening the provisions of this law relating to the derogatory going beyond as regards overtime as specified by article 31 above, is punished of a fine from 1.000 to 2.000 DA applied as many time as there are workers concerned.

Art 144. - Any employer who contravenes the provisions of this law relative at legal rests is punished of a fine from 1.000 to 2.000 DA applied as many time as there are workers concerned.

Art 145. - Very contravening the provisions of articles 38 to 52 above is punished of a fine from 1.000 to 2.000 DA for each noted infringement as many time as there are workers concerned.

Art 146. - Whoever carries out a compression of manpower in violation of the provisions of this law is, without damage of the rights of the workers for their rehabilitation, punished of a fine from 2.000 to 5.000 DA multiplied per as many time as there are workers concerned.

Art 146 (a). - Any infringement with the provisions of this law relating to the recourse to the contract to determined duration apart from the cases and of the conditions expressly envisaged to articles 12 and 12 (a) of this law, is punished of a fine from 1.000 to 2.000 DA applied as many time as there are infringements.

Art 147. - Any infringement with the provisions of the law relating to the obligation of deposit of the rules of procedure near and the clerk's office factory inspectorate of the court of competent jurisdiction, is punished of a fine from 1.000 to 2.000 DA.

Art 148. - Whoever remunerates a worker without him to give a card of pay corresponding to perceived remuneration or omits to make there appear one or more elements composing the perceived wages, is punished of a fine from 500 to 1.000 DA multiplied per as many time as there are infringements.

Art 149. - Without damage of the other provisions of the legislation in force, any employer who remunerates a worker by wages lower than the guaranteed minimum national wages or the minimum wage fixed by the convention or the collective agreement of work, is punished of a fine from 1.000 to 2.000 DA multiplied per as many time as there are infringements.

In the event of repetition the sorrow is 2.000 to 5.000 DA multiplied per as many time as there are infringements.

Art 150. - Any infringement with the obligation of payment in the long term fallen of remuneration due is punished of a fine from 1.000 to 2.000 DA multiplied per as many time as there are infringements.

In the event of repetition, the sorrow is 2.000 to 4.000 applicable DA as many time as there are infringements and of a imprisonment of one (1) month in three (3) months, or one of these two (2) sorrows only.

Art 151. - Any obstacle with the constitution and the procedure of the committee of participation or the exercise of its attributions or those of union delegate like any refusal to grant the facilities and means recognized by the present law at the bodies of participation is punished of a fine from 5.000 to 20.000 DA and of a imprisonment of one (1) month in three (3) months or one of these two (2) sorrows only.

Art 152. - Any infringement with the provisions of this law deposit recording of conventions and collective agreements, of their publicity near the workers concerned as any refusal of negotiation within the legal times is punished of a fine from 1.000 to 4.000 DA.

Art 153. - Any infringement with the stipulations of conventions or agreements collective is comparable with infringements with the industrial legislation and repressed in accordance with the provisions of this law.

Art 154. - Any infringement with the bookkeeping and special registers aimed to article 156 of this law as well as the defect of their presentation to the control of the factory inspector, are punished of a fine from 2.000 to 4.000 DA.

In the event of repetition, the fine is carried from 4.000 to 8.000 DA.

Art 155. - the contraveners with the provisions of this law can put an end to the committed criminal proceedings in their opposition by the voluntary

payment to a fine to composition at least equalizes sorrow of fine envisaged by the present law.

The payment of the fine of composition does not withdraw the character of repetition to the renewed infringement.

The regulation determines the procedures and modes of payment of the aforementioned fine of composition.