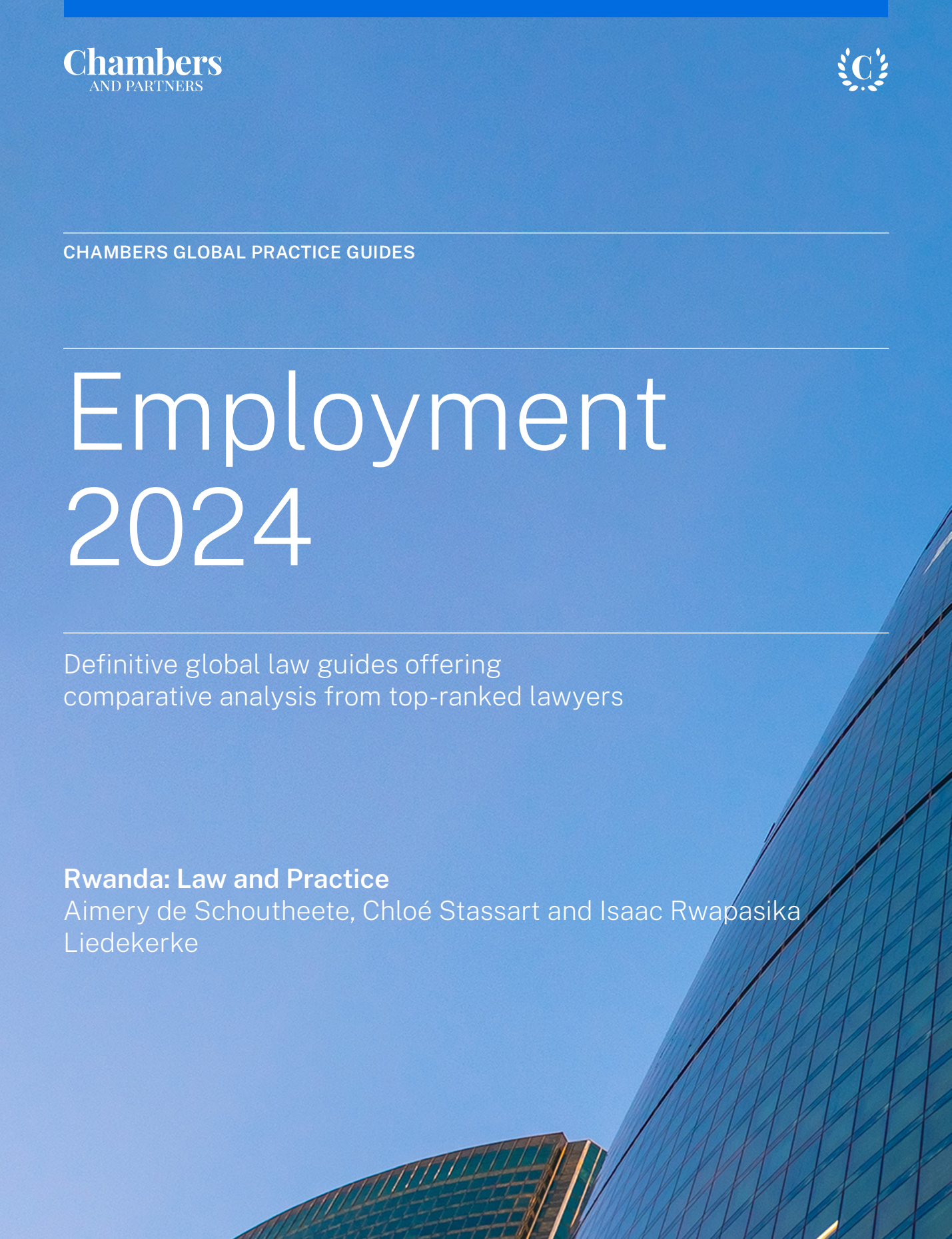
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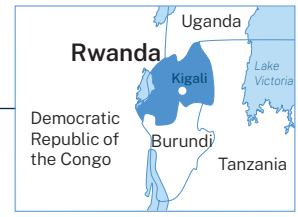
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Rwanda: Law and Practice

Aimery de Schoutheete, Chloé Stassart and Isaac Rwapasika
Liedekerke

RWANDA



Law and Practice

Contributed by:
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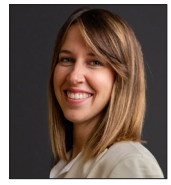
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Liedekerke has a labour and employment department that is one of the largest employment teams within a full-service law firm in Belgium, and which is recognised as a leading practice. With a team of nine lawyers – including three partners – it advises and assists clients in all matters touching on labour and employment law. With offices in Brussels, London, Kinshasa and Kigali, and as part of the Lex Mundi global network, the firm can offer seamless services wherever its clients choose to do business. Clients include Belgian, foreign and multinational corporations that are active in numerous industry sectors, such as energy, IT, automotive, retail, hotel, food and logistics. The labour and employment department advises public administrations and has particular experience in (international) transfers of undertaking, collective dismissal and reorganisations, closures, trade union negotiations, compensation and benefits, discrimination law, social crimes and employment fraud.

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1. Employment Terms

1.1 Employee Status

Rwandan labour law makes no distinction between blue-collar and white-collar workers. The Rwandan Labour Code defines an "employee" as a person having agreed to work for an employer under a contract entered into between them, and in return for remuneration.

The only distinction appearing in the Rwandan Labour Code is between "employees" and "informal sector employees", who are employees working for an enterprise or an individual for an employment that is not registered in the register of companies or with a public authority. The Rwandan Labour Code provisions relating to occupational health and safety, the right to form unions and employers' associations, the right to salary, the minimum wage, leave, social security protection against workplace discrimination, protection from forced labour, and prohibited forms of work apply without distinction to these two categories of employees.

In addition, specific regulations (eg, the Ministerial Order of 17 March 2020 relating to employees' representatives) refer to managerial staff, without this category of worker being formally defined by law. In this context, the definition of a managerial employee may be the one used in other jurisdictions, ie, an employee who generally performs a management or control function in a company and usually enjoys a special status in collective agreements.

1.2 Employment Contracts

In Rwanda, employment contracts are required. They can be entered into for a fixed term or for an indefinite duration and can be written or oral. However, the duration of an oral employment contract cannot exceed 90 consecutive days.

The following terms must appear in written employment contracts:

- identification of the employee and the employer;
- purpose of the contract;
- obligations of contracting parties;
- duration of the contract;
- nature of the employment;
- category or level of employment;
- place of work;
- probation period;
- working hours;
- salary and fringe benefits;
- deductions on salary;
- date and place of payment of the salary;
- overtime remuneration;
- procedure of transfer of an employee;
- dispute settlement procedure;
- procedures for termination of the employment contract; and
- date of commencement of the employment contract.

These are the mandatory provisions. The parties to an employment contract remain free to add other clauses to govern their working relationship.

1.3 Working Hours

Working Time

The weekly working time is 40 hours. The Rwandan Labour Code does not impose daily working time limits, but a communication from the Prime Minister Office dated 11 November 2022 recommends official working hours from 9am to 5pm. This schedule excludes a one-hour lunch break but includes a flexible hour between 8am and 9am, where an employee may work remotely. Although the official working hours from 9am to 5pm have not been formally adopted by a Ministerial Order yet, they are applied in practice and

considered by the Labour Inspectorate to be the applicable working time schedule.

A Ministerial Order adopted the so-called flexible hour, defining it as a working hour where an employee has the flexibility to schedule their work in a way that allows them to attend to personal or family-related affairs, or during which they are not obliged to be at their duty station or during which the employee may work remotely and report to their duty station when it is urgent. In practice, it means that for companies whose working hours start before 9am, and in so far as this is possible given the nature of the work, the parties may agree that the employee can work one hour from home before arriving at the workplace. This flexible hour will be counted as working time. The time spent travelling to work, as well as the compulsory one-hour break, do not count as working time.

Part-Time

Rwandan law does not provide for any special arrangements for part-time workers.

Overtime

Overtime is permitted in Rwanda if it is performed at the employer's request in the case of urgent work, seasonal work, exceptional work, work done to increase productivity or work of a special nature. As these concepts are not defined, they are interpreted broadly. Hours worked are considered to be overtime if they are worked in excess of the 40-hour week or in excess of the weekly working hours laid down in the company's rules of procedure (work rules) or in the employment contract.

The employer must track overtime hours in a register and the employee must confirm these hours, either by signing the register or by affixing their fingerprint. As regards compensation for overtime, the employer must grant the employee compensatory rest within 30 days of the overtime being worked. If this is not possible, the employer must pay overtime at the same hourly rate with the following month's salary. There is no statutory complementary overtime pay (that is, an extra pay in addition to the normal hourly rate due for the overtime work) in Rwanda, regardless of whether overtime is worked during the day, at night, on a public holiday or during weekends. Of course, employers are free to grant complementary overtime pay to their employees. In that case, it can be done by mentioning it in the company's rules of procedure, in a collective bargaining agreement, and/or in the employment contracts.

1.4 Compensation

Minimum Wage

To date, there is no statutory legal minimum wage in Rwanda as a ministerial order has yet to be adopted in this regard. A draft bill is currently being discussed and should be adopted in the coming months.

In the absence of a legal basis, the current reference is a judgment of 26 November 2016 from the Supreme Court (Soras Ag Ltd v Umuhoza et al, RCAA0049/14/CS), which sets the minimum daily wage at RWF3,000 (approximately USD3). This judgment is considered as setting the general rule regarding minimum wage, since (i) the ministerial decree regulating the issue has not yet been adopted, (ii) judges in Rwanda have the obligation to adjudicate all cases submitted to them, even in the absence of relevant rules of law, by adjudicating according to the rules that they would establish if they had to act as legislator, relying on precedents, customs, general principles of law and doctrine, and (iii) Soras Ag Ltd v Umuhoza et al, being a decision of the

Supreme Court, is binding on all other courts in Rwanda.

Thirteenth Month and Bonuses and Government Interventions

There is no obligation under Rwandan law for employers to grant a thirteenth month and/or bonuses to their employees. However, approximately 20% of employers grant such incentives to their employees in order to improve the company's productivity.

There is sometimes government intervention in compensation or salary increases, especially in the public sector. For example, teachers' salaries were increased in 2022.

1.5 Other Employment Terms

There are five types of leave in Rwanda: annual leave, circumstantial leave, maternity leave, sick leave and authorised absence.

Annual Leave

The statutory annual leave equals one and a half working days per month of work, ie, 18 days per year. The parties can agree on provisions that are more favourable to employees. In any case, employees are entitled to one additional working day's paid leave for every three years of service with the same company, but the total annual statutory leave can never exceed 21 days. In principle, the annual leave must be taken and cannot be paid in lieu. An employee is entitled to such leave after one year of service (including the trial period). Leave must be requested in writing and must be taken by mutual agreement with the employer, depending on the needs of the company.

In case of termination before the employee benefits from their annual leave, they are granted an indemnity in lieu of leave.

Circumstantial Leave

The employee is entitled to circumstantial leave for the following reasons:

- two working days in the case of their civil wedding;
- four working days if their wife gives birth, five working days in case of complications, and one month if their wife dies leaving an infant aged less than three months;
- seven working days in the case of death of their spouse;
- five working days in the case of death of their child;
- four working days in the case of death of their father, mother, father-in-law or mother-in-law;
- four working days in the case of death of their brother or sister;
- three working days in the case of death of their grandfather or grandmother; and
- three working days in the case of their transfer over a distance of more than 30 km from their usual place of work.

Maternity Leave

A female employee who has given birth is entitled to maternity leave of at least 14 consecutive weeks, which includes two weeks that the employee can take before the delivery. In the event of complications, she is entitled to an additional paid leave of one month.

Additional leave is granted to employees who give birth to a stillborn baby, whose child dies after birth or who give birth to a premature baby.

Since 2023, a male employee is entitled to a paternity leave of seven days after the birth. In the event of complications, he is entitled to five extra working days.

Sick Leave

The Rwandan Labour Code distinguishes short-term and long-term sick leaves. A short-term sick leave does not exceed 15 days and must be ascertained by a doctor. A long-term sick leave cannot exceed six months and must be ascertained by a medical committee composed of three doctors. The employee is entitled to their full salary during the first three months of leave. During the further three months, the employment contract will be suspended, and the sick employee will not be paid. If the employee remains sick after six months, the employer is entitled to terminate the employment contract, with a termination allowance ranging from two to seven months of salary, depending on the number of years of occupation.

Authorised Absence

An employee can lodge a request with their employer to be absent from work for a duly justified reason. Although not legally required, in practice, such request is made in writing.

Confidentiality and Non-disparagement

Nothing is provided in respect of limitations on confidentiality or non-disparagement agreements under the Rwandan Labour Code. Employers are therefore free to include such clauses in the employment contracts or settlement agreements, although it is not frequent in practice. It is, however, recommended for key positions.

Employees' Liability

The Rwandan Labour Code specifies two situations in which an employee can be held liable, entitling the employer (and any other suffering party) to claim compensation.

- In case of illegal strike – employees risk at least six months' imprisonment and a fine of between RWF500,000 (approximately USD500) and RWF5 million (approximately USD5,000) or one of these penalties only. Employees are also liable for the damages caused in case of illegal strike.
- In case of violation of rules governing health and security at the workplace, if the employee causes a danger through clumsiness, negligence, carelessness, or inattention. Employees risk an imprisonment of between six months and two years and a fine of between RWF500,000 (approximately USD500) and RWF2 million (approximately USD2,000) or one of these penalties only.

Disciplinary sanctions can also be imposed on employees, depending on the seriousness of the fault committed whilst performing the contract:

- oral warning;
- written reprimand;
- temporary suspension not exceeding eight unpaid working days;
- dismissal with notice; or
- dismissal.

2. Restrictive Covenants

2.1 Non-competes

There are no provisions regarding non-compete clauses in Rwandan employment law. The general principles of civil and contract law apply, among which the prohibition of unfair competition. Of course, the parties are free to agree on non-compete provisions in their employment contract, as a consequence of their contractual freedom.

2.2 Non-solicits

Nothing is set out in the Rwandan Labour Code regarding non-solicitation clauses. It is, however,

advisable to include such a clause, usually applicable for a standard period of 12 months following the termination of the employment contract.

3. Data Privacy

3.1 Data Privacy Law and Employment

Nothing related to privacy is mentioned in the Rwandan Labour Code. Generally speaking, privacy is mentioned in the Rwandan Constitution. Although not expressly stated, it may reasonably be assumed that this provision could be interpreted as applicable within the work sphere.

Rwanda adopted a data privacy law on 13 October 2021, which states that the Data Protection Officer appointed by a company must monitor compliance with the data privacy law at the workplace. This particularly includes the protection of personal data, awareness-raising and the training of staff involved in personal data processing operations.

4. Foreign Workers

4.1 Limitations on Foreign Workers

Occupying foreign workers is strictly regulated in Rwanda. To hire a foreign worker, an employer must:

- verify whether the job is on the occupations in demand list;
- verify whether the foreigner fulfils the requirements for the job;
- comply with immigration and emigration laws in relation to the residence permit; and
- recruit a foreigner whose licence is recognised by a regulatory professional body in Rwanda if the job has a regulatory professional body.

The occupations in demand list includes 20 job categories, such as managers, science and engineering professionals, life science professionals, health professionals, teaching professions, business administration professionals, etc, and lists the jobs in demand.

The ways to hire a foreigner are:

- through a labour market test;
- for a position specifically mentioned in an agreement ratified or signed by Rwanda;
- for public interest (this notion not being defined by law so its implementation will depend on practice); or
- secondment.

For the labour market test, the employer must:

- advertise the vacancy for at least two weeks and request applications from Rwandans only;
- examine the applications and, if none fulfils the requirements, issue a written report specifying the names of the applicants;
- when a hiring test has been made but no applicant has the required skills for the position, the employer issues a written report that indicates the names of the applicants, the name of those who sat for the test, the questions asked during the test, their marks and their answers;
- when none of the applicants fulfil the requirements for the job or when none of the applicants has successfully passed the hiring test, the employer must submit a written report to the immigration authorities for assessment and recommendations, and requests the authorisation to recruit foreign employees; and
- the immigration authorities must provide their answer within 15 working days from the

reception of the report and the request for authorisation.

If the employer fails to find a Rwandan employee with the required skills, they must:

- prove that they conducted a labour market test and failed to find a qualified Rwandan employee for the position;
- prove that the foreigner fulfils the requirements for that position; and
- submit to the immigration authorities a plan for transferring the foreigner's skills to Rwandan employees and an implementation plan.

Only when these conditions have been met can an employer hire a foreign worker based on a labour market testing.

Once a foreigner is hired, and regardless of how they were hired, the employer must:

- employ them for the job for which they were issued the residence permit;
- implement all the requirements and ensure skills transfer to Rwandan employees; and
- collaborate with the Labour Inspectorate regarding the occupation of foreigners.

For purposes of skills transfer between Rwandan and foreign employees, the employment contract of the foreigner must include the duty to train Rwandan colleagues. The Ministry in charge of Labour appoints a team in charge of monitoring the implementation of the rules governing the occupation of foreign workers.

Some specific rules regarding foreign workers may apply in specific sectors. For example, an employee ratio is applicable in the mining sector: at least 70% of the employees engaged must be Rwandans unless the company proves that no Rwandan has the required skills to perform the duties. It is, therefore, always advisable to verify any applicable collective bargaining agreement's provisions in this respect before contemplating hiring foreign workers.

When the employment contract with a foreigner is terminated, the employer must inform in writing the immigration authorities.

4.2 Registration Requirements for Foreign Workers

Foreigners willing to work in Rwanda are required to obtain a residency permit which allows them to reside and work in Rwanda. There are different categories depending on the job category. The permit application procedure is done online subject to payment of a fee. Provided that the Directorate General at the Ministry of Foreign Affairs considers the requirements fulfilled, the permit is issued within ten days of application.

5. New Work

5.1 Mobile Work

Nothing is set out in the Rwandan Labour Code regarding mobile work. As a result of their contractual freedom, the parties may agree on specific provisions on mobile work.

5.2 Sabbaticals

Nothing is set out in the Rwandan Labour Code regarding sabbaticals.

5.3 Other New Manifestations

There is nothing specific to be mentioned for this jurisdiction at this time.

6. Collective Relations

6.1 Unions

Right of Association

Employees and employers have the right to form unions or employers' associations, join a union or an employers' association of their choice and participate in lawful activities of the unions or the employers' associations.

Registration and Legal Capacity

Employees' and employers' associations are registered with the Minister in charge of Labour and must draft Articles of Association. They enjoy legal capacity after the publication of their Articles of Association in the Official Gazette of the Republic of Rwanda. They can therefore initiate legal proceedings, represent employees or employers, act within the limits of their Articles of Association and acquire movable or immovable property through donation or debt repayment. They can also enter into agreements amongst themselves at the national, regional or international levels.

6.2 Employee Representative Bodies

Role of Representative Bodies

Employees' representatives have the following responsibilities:

- to represent the employees in all matters related to work;
- to submit to the Labour Inspectorate any complaint or any issue relating to the application of laws;
- to ensure that laws relating to employees' health and safety are complied with and provide advice to ensure compliance;
- to provide opinions on measures and conditions on termination of employees due to lack of work or restructuring; and
- to inform and advise the employer on the smooth running of the work and on the improvement of production in the company.

Number of Delegates

A company with at least ten employees must organise elections for employees' representatives and their substitutes. The number of employees' representatives and their substitutes to be elected depends on the total number of employees within the company:

- one employees' representative and one substitute for companies employing between 10 and 29 employees;
- two employees' representatives and two substitutes for companies employing between 30 and 49 employees;
- three employees' representatives and three substitutes for companies employing between 50 and 99 employees;
- four employees' representatives and four substitutes for companies employing between 100 and 249 employees;
- five employees' representatives and five substitutes for companies employing between 250 and 499 employees;
- six employees' representatives and six substitutes for companies employing between 500 and 999 employees;
- seven employees' representatives and seven substitutes for companies employing between 1,000 and 1,499 employees;
- eight employees' representatives and eight substitutes for companies employing between 1,500 and 1,999 employees;
- nine employees' representatives and nine substitutes for companies employing between 2,000 and 2,500 employees; and
- ten employees' representatives and ten substitutes for companies employing more than 2,500 employees.

Elections

For companies with several branches in Rwanda, each branch employing at least ten employees must organise elections. The elected representatives and their substitutes are elected for a renewable term of three years and must comprise at least 30% women, where possible.

Within four weeks preceding the elections, the company management appoints an electoral committee, composed of at least three employees. The electoral committee must be composed of an odd number of members, must comprise male and female employees where possible and must choose among its members the chairperson, the vice-chairperson, and the secretary. The electoral committee organises the elections, verifies the process and announces the result of the elections.

The employees' representatives are elected by two colleges – the college of staff and the college of managers – each of them having a list of voters. To be able to vote, the voter must:

- appear on the list of employees of the company;
- not have been deprived of the right to vote; and
- have been employed by the enterprise for at least six consecutive months before the elections (this condition does not exist for newly created companies).

Candidacies must be submitted to the employer between ten and three days before the elections. Candidates are allowed to campaign during working hours. The employees' representatives are elected through secret ballots in the premises of the company during working hours. An employee votes by signing or placing a fingerprint on the ballot paper in front of the name of the candidate they vote for and then places their ballot paper in a ballot box and signs in front of their name on the list of voters. Employees cannot vote on behalf of a colleague, even if they are given a power of attorney, except if they vote on behalf of a disabled employee.

Where there is no candidate, elections are postponed for a maximum period of seven working days.

Once the elections are completed, the electoral committee selects at least three people to help count the votes and then the votes are counted in public. It then makes a statement on the electoral operations and sends it to the employer, with a copy being sent to the District Labour Inspectorate. This statement mentions at least the name of the company and registered office, the number of all employees, the number of voters, the exact number of votes obtained by each candidate and the names of the elected employees' representatives. The electoral committee publishes and posts the results of election on the company notice board within two days after the elections.

Rectification of Voting Results

The electoral committee may nullify the election if it was carried out in violation of the law. In such case, another election takes place within 20 days from the day of annulment.

Complaints

An employee or a member of a union may lodge a complaint on elections results to the electoral committee within 48 hours after publication of the elections results. The electoral committee must rule within 72 hours. Where the outcome is not satisfactory, the complaint is submitted to the District Labour Inspectorate within the next three working days, and the Inspectorate must

rule within two days of receipt of the complaint. Where it is still not resolved, the complaint is submitted to the Minister in charge of labour within five days, who in turn rules within one month.

6.3 Collective Bargaining Agreements

A collective bargaining agreement is defined as a written agreement relating to employment conditions or any other mutual interests between employees' organisations or employees' representatives where there are no such employees' organisations on the one hand, and one or more employers or employers' organisations, on the other hand. They can be entered into for a definite or indefinite period.

The employees' organisations and employers' organisations designate a committee in charge of negotiations of the collective bargaining agreements on their behalf.

To be valid, a collective bargaining agreement must at least include provisions relating to the following:

- conditions of recruitment of an employee and termination of contract;
- employee's right of joining trade unions and freedom of opinion;
- professional categories;
- salary applicable to each professional category, overtime and its compensation rate, the duration of the probation period and notice;
- paid leave, seniority allowance and transport allowance;
- conditions of modification of all or part of the collective bargaining agreement;
- methods of dispute resolution; and
- commencement of the collective bargaining agreement.

Parties to the negotiation of a collective bargaining agreement negotiate in good faith. If, in a company, there are representatives of several employees' organisations, they team up to carry on collective negotiations. If they fail to do so, the employees' organisation representing the majority of the employees will lead the negotiations on behalf of the others. Once negotiated, the collective bargaining agreement is entered into in writing and signed by the parties. Once signed, the employer must inform all the concerned employees about the collective bargaining agreement.

7. Termination

7.1 Grounds for Termination

Grounds for Termination

The Rwandan Labour Code states that dismissals must be justified by legitimate reasons but does not define such reasons. In practice, employers are required to mention the reasons for dismissal in writing in the notice letter and must be able to prove them in case of legal proceedings.

The termination procedure does not differ depending on the reason for termination. However, additional compensation is payable in the event of dismissal for economic reasons or due to the employee's illness (see below).

Termination Formalities

Any termination must be notified in writing by the party who takes the initiative, to the other party. Where termination is at the employer's initiative, the letter of notification must expressly state the reasons for dismissal. There is no motivation regime a posteriori.

The notice period is not required if mutually agreed between the parties.

An employer can conduct an administrative investigation against an employee, which could result in the suspension of the contract and potentially lead to dismissal. In such case, the employer can suspend the employee in writing for 30 days without payment, but the employee's salary is calculated and retained. If, after the investigation, the employee's innocence is proven, the employer reinstates the employee and pays them all their retained salary.

A fixed-term employment contract can be terminated before its term if mutually agreed by the parties or if the party wishing to terminate it has legitimate reasons. Although not specifically mentioned in the Rwandan Labour Code, the party who terminates the fixed-term employment contract before its term will have to comply with the applicable notice period.

Termination of an open-ended employment contract without a legitimate reason entitles the employee to damages amounting to between three and six months of net salary, or up to nine months of net salary if the employee has more than ten years' experience with the same employer or if the employee is an employees' representative.

Any dismissal based on economic reasons, technological transfer or sickness (after a sick leave of six months if they are unable to resume work) for an employee with at least 12 consecutive months of service, entitles the employee to a termination allowance as follows:

- two times the average monthly salary for an employee with less than five years of service with the same employer;
- three times the average monthly salary for an employee having between five and ten years of service with the same employer;
- four times the average monthly salary for an employee having between ten and 15 years of service with the same employer;
- five times the average monthly salary for an employee having between 15 and 20 years of service with the same employer;
- six times the average monthly salary for an employee having between 20 and 25 years of service with the same employer; or
- seven times the average monthly salary for an employee having more than 25 years of service with the same employer.

Such termination allowance must be paid within seven working days of the dismissal. The average monthly salary is obtained by dividing by 12 the total salary the employee has received for the last 12 months, exclusive of allowances.

Collective Redundancies

The employer may, after informing employees' representatives, proceed with collective dismissal due to the company's internal reorganisation or restructuring due to economic reason or technological transfer. The collective dismissal must aim to preserve the company's competitiveness.

The employer must inform in writing the competent Labour Inspectorate and follow an order of dismissal, taking into consideration the performance, professional qualification, experience in the company and the employees' legally recognised dependants. A worker dismissed for economic or technical reasons keeps priority for recruitment within six months of dismissal if they have the required profile for the vacancy.

7.2 Notice Periods

Notice Period

Subject to more favourable provisions in a collective bargaining agreement, rules of procedure or employment contract, the notice period is equal to:

- at least 15 days for an employee with less than one year of service; or
- at least 30 days for an employee with more than one year of service.

Longer notice periods are rare in practice.

Notice must be given in writing and state the reasons for the termination. Notice cannot be given:

- during the probation period;
- if the employment contract is suspended; and
- if the employee is on leave.

During the notice period, the employer and the employee remain bound by all their contractual obligations. During the same period, the employee is entitled to one paid day off per week to find a new position.

Indemnity in Lieu of Notice

Termination of an open-ended contract without notice or without full observance of the notice period will entail the payment of an indemnity in lieu of notice, corresponding to the remuneration that the employee would have received during the (part of the) notice period that was not granted.

Specific Procedure

There is no specific procedure to be followed nor external advice or authorisation required to proceed with dismissals.

7.3 Dismissal for (Serious) Cause

An employment contract can be terminated without notice for gross misconduct. In that case, the employer must notify the employee within 48 hours of the occurrence of evidence of the gross misconduct, specifying the grounds for termination.

A Ministerial Decree lists acts that are considered gross misconduct:

- theft;
- fraud;
- fighting at workplace;
- taking alcoholic drinks at workplace;
- to be on duty under the influence of alcohol or drugs;
- falsification;
- any form of discrimination at workplace;
- sexual harassment;
- soliciting, offering, or receiving bribes or illicit benefit;
- embezzlement;
- unlawfully obtaining or disclosing professional confidential information;
- behaviour that may endanger the health and safety of others at workplace;
- gender-based violence at workplace;
- illegal strike; and
- intentional destruction of work equipment.

A company may determine a list of other acts or behaviour considered as gross misconduct. Before its implementation, this list must be approved by the Minister in charge of labour, incorporated in the rules of procedure (if the company is required to adopt rules of procedure, ie, if it employs more than five employees) and notified in writing to the employees.

As with dismissal with notice, an employer can conduct an administrative investigation against

an employee, which could result in suspension of the contract and potentially lead to dismissal for gross misconduct. In such case, the employer can suspend the employee in writing for 30 days without payment, but the employee's salary is calculated and retained. If, after the investigation, the employee's innocence is proven, the employer reinstates the employee and pays them all their retained salary.

In case of dismissal for gross misconduct, the employment contract will be immediately terminated, without notice.

7.4 Termination Agreements

Any employment contract may be terminated by mutual consent. There are no specific requirements involved. There are no statutory requirements for enforceable releases or other limitations on termination agreement terms as long as they comply with public order.

7.5 Protected Categories of Employee

The Rwandan Labour Code does not provide for a specific regime of protection (eg, entitling employees to a certain compensation (lump sum) for a dismissal that would have been based on protected criteria). However, it includes some provisions that aim to protect some categories of employees against dismissal.

For example, it is prohibited to dismiss:

- an employee for having reported or testified on sexual harassment committed by their supervisor;
- an employee as a result of occupational accident, unless a recognised doctor declares the employee unfit to resume service in the employment they held prior to the accident;
- a female employee during her maternity leave; or
- an employees' representative, based on fulfilment of their duties.

Dismissals in breach of these protections will be deemed unfair dismissals, entitling the employees to damages amounting to between three and six months of net salary, or up to nine months of net salary if they have more than ten years of experience with the same employer. For employees' representatives, occupational health and safety committee members and trade union representatives dismissed for fulfilling their duties, they are entitled to damages amounting to up to nine months of net salary, regardless of their years of service.

8. Disputes

8.1 Wrongful Dismissal

In addition to the protections against dismissal, as discussed, the Rwandan Labour Code prohibits dismissals:

- when the employment contract is suspended as a result of one of the following:
  - (a) strike or lock-out;
  - (b) disciplinary lay-off for eight working days;
  - (c) an employee is sentenced to an imprisonment not exceeding six months;
  - (d) in case of suspension of the company's activities as a result of economic or technical difficulties;
  - (e) suspension for administrative purposes; or
  - (f) suspension of the company's activities due to force majeure;
- when the employee is on leave; and
- during the probation period.

In the event that a dismissal is decided in one of these circumstances, or based on an invalid

ground for dismissal, it will be deemed unfair, entitling the employees to damages amounting to up to nine months of net salary, depending on their years of service or their capacity. Employers must be careful when dismissing an employee and make sure that they have a valid ground for dismissal.

8.2 Anti-discrimination

The Rwandan Labour Code states that an employer must give employees equal opportunities at the workplace. An employer is prohibited from discriminating against employees on the basis of ethnic origin, family or ancestry, clan, skin colour or race, sex, region, economic categories, religion or faith, opinion, fortune, cultural difference, language, physical or mental disability, or any other form of discrimination. Every employer must pay employees equal salary for work of equal value without discrimination of any kind.

The constitutional principle of non-discrimination is also applied in certain specific employment laws, such as the law on trade union delegates, specifying that candidates to social elections within the company must be treated equally.

Nothing is mentioned in the Rwandan Labour Code regarding the burden of proof. It may reasonably be assumed that it is the employee invoking discrimination who must prove that they are effectively a victim of discrimination. Employees could claim compensation before courts.

8.3 Digitalisation

There is no regulation regarding the digitalisation of employment disputes in Rwanda.

9. Dispute Resolution

9.1 Litigation

There are no specialised employment forums, and class actions are not available as such. Parties can always be assisted by a lawyer for legal proceedings, either before the Labour Inspectorate or the labour courts.

9.2 Alternative Dispute Resolution

Neither the Labour Code, the Civil Procedure Act nor the Arbitration Act prohibit arbitration in employment matters. Consequently, there is nothing to prevent the parties from including an arbitration clause in their employment contract, although this is not frequent in practice and is not recommended given the often extremely high costs of arbitration compared to the average worker's salary.

9.3 Costs

A prevailing employee can claim for, and, therefore, be awarded representation fees. The labour court will analyse this incidental claim at the same time as the principal claim.

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