

# STAFF HANDBOOK & CODE OF CONDUCT



RIGHTS  
DEMOCRACY

# RECLAIM

# STAFF CODE OF CONDUCT



# RECLAIM

This Code of Conduct applies to all staff during their service with RECLAIM, at all times – both during and after working hours. “Staff” in this Code of Conduct refers to all employees, including consultants, volunteers and interns. The Code of Conduct also applies to RECLAIM Board members.

1. RECLAIM employees must be familiar with and respect RECLAIM values as presented in our by-laws. Furthermore, RECLAIM is a human rights-based organisation, and recognises respect for human rights as a foundational prerequisite for the achievement of a more just, fair and sustainable future for people and the planet.
2. RECLAIM has a strong commitment to anti-discrimination and diversity in the workplace and in external relations. RECLAIM employees must respect and promote fundamental human rights without discrimination of any kind and treat others equally, irrespective of their social status, race, ethnicity, colour, religion, gender, sexual orientation, age, marital status, national origin, political affiliation, disability or health status.
3. RECLAIM employees are expected to refrain from any action or verbal statements in public, including in media and social media, which may discredit RECLAIM.
4. RECLAIM employees must refrain from drinking alcohol during working hours and where it can be harmful to RECLAIM’s image unless sanctioned by a manager.
5. RECLAIM employees should seek information about relevant security plans when travelling or working abroad and avoid behaviour that could provoke security threats.
6. RECLAIM employees may never commit any act or engage in any form of harassment that could result in physical, sexual or psychological harm to others.
7. RECLAIM employees may never engage in any kind of sexual exploitation or abuse. (See RECLAIM Staff Policy to Prevent Sexual Exploitation, Abuse and Harassment).
8. An employee who engages in a long-lasting intimate relationship with another employee is required to inform his or her manager about the relationship. If the relationship creates work-related problems, it may be decided to terminate the contract of one of the employees involved.
9. Managers are not allowed to have an intimate relationship with an employee who refers directly or indirectly to them. If the situation should arise, it may be decided to terminate the contract of the manager involved.
10. RECLAIM employees must act in accordance with RECLAIM’s Anti-Corruption Policy and should not accept gifts or other favours that may influence the exercise of their function, performance or duty. To respect local traditions and conventional hospitality, minor gifts can be accepted. Bribes shall neither be accepted nor provided.
11. RECLAIM employees may not undertake any other paid or unpaid work which may involve a conflict of interest or is otherwise incompatible with the position in question.
12. It is mandatory to raise breaches of the Code of Conduct to RECLAIM Chair ([ane.sommer@reclaiming.eu](mailto:ane.sommer@reclaiming.eu)).

This Code of Conduct reflects internal RECLAIM standards and, as such, they are secondary to national laws in the country where the employee works.

The signatory below has read, understands and agrees with the content of the above-mentioned Code of Conduct and policies.

The signatory accepts that any breach of this Code of Conduct will result in possible disciplinary action in accordance with the respective laws, labour customs, RECLAIM terms, conditions and guidelines.

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## General Information

Name and address of employer:	RECLAIM ASBL, Boulevard Louis Schmidt 46, 1000, Brussels
Telephone number / e-mail	+32 488 29 89 26 , <a href="mailto:esther.martinez@reclaiming.eu">esther.martinez@reclaiming.eu</a>
Company number:	0732.994.059
Activity:	Representation Office to the EU
Commission paritaire	329.02
ONSS registration number:	1452571-11

## Affiliations

Secrétariat Social des Employeurs:	SALARY SOLUTION, Rue de la Filature 14, 1070 BRUXELLES, 02/401.41.29 (Ilse JOLY - <a href="mailto:info@salarysolution.be">info@salarysolution.be</a> ) Membership number: 1337
Work insurance:	AXA: Policy Number: 720225833
Work security advisor & complaint mechanism:	COHEZIO BRUXELLES -MADOU, Bd Bischoffsheim 1-8 1000 BRUXELLES Membership n° 17719/1/1/1

## Scope of Application

**Article 1.** These Internal Regulations are applicable to all personnel of RECLAIM, unless more specific or equivalent regulation is described in the Employment Contract of the employee. The Employment Contract always prevail in the event of a conflict with the Internal Regulations.

**Article 2.** All members of personnel will receive a copy of these Internal Regulations when they begin their employment at RECLAIM. They are expected to be familiar with them and to comply with these Regulations. They have the force of law in Belgium in regard to determining the rules applicable to employer and employees, but they are non-exhaustive and are subordinate to Belgian law generally.

## Personal Data

**Article 3.** Employees will provide all information necessary for the personnel administration, including full name, address, national registration number, nationality and marital status. Employees must show their identity document, work permit or any other appropriate document as required to process payroll. Any change concerning employees' personal data shall be notified within 15 days of the change.

## Working Hours

**Article 4.** The average working week consists of 38 hours. The working day starts no later than 10am CET, with a one-hour break for lunch from Monday to Friday. Core time is between 10.00 and 13.00 and between 14.00 and 16.00. Working days of more than 7.6 hours can be requested with advance notice. Saturdays and Sundays are considered as non-working days, unless working hours are agreed in advance with the employee's line manager.

**Article 5.** There is flexibility, within reason, to vary working hours in order to accommodate employees' personal circumstances as long as the schedule is previously agreed by the employees' line manager.

**Article 6.** For unavoidable travel and work during weekends, compensation time will be granted in a 1 to 1 basis. If such unavoidable travel and/or meetings involve more than half of a weekend day, one compensation day shall be granted. Compensation days must be taken within 12 months of being incurred.

**Article 7.** Employees may need to work from home occasionally. This is acceptable provided that it has been agreed in advance with the employees' line manager and provided that the employee updates the shared calendar so other colleagues know where s/he can be reached. Employees are not expected to incur any additional costs when working occasionally from home and may not submit expense claims relating to home working.

## Holidays and other time off

**Article 8.** Paid holiday entitlements are granted according to the Employment Contract and the relevant provisions of Belgian law, which vary according to the amount of days worked in Belgium the previous year. After the first full year of employment at RECLAIM a full-time employee has the right to 20 days holidays per calendar year.

**Article 9.** Part time employees are entitled to a proportion of the 20 legal days calculated according to the number of hours worked per week.

**Article 10.** Five days of annual leave may be carried forward in agreement with the manager but they must be taken by April 30 of the following year.

**Article 11.** Employees who are working out their notice either at their own request or that of the employer may not take holiday. Any extra-legal days not taken by resigning employees before they leave will be lost. Legal days will be paid out.

**Article 12.** The RECLAIM office is closed between 24 December and 2 January inclusive as well as on Good Friday.

**Article 13.** Holidays may be taken at any point in the year by common advance agreement between the employees and their line manager.

**Article 14.** Employees are entitled to the official Belgian public holidays, which are: 1 January (New Year), Easter Monday, 1 May (workers day), Ascension Day, Pentecost Monday, 21 July (National Day), 15 August (Assumption), 1 November (All Souls' Day), 11 November (Armistice), 25 December (Christmas).

**Article 15.** If an official Belgian holiday falls in a weekend, a compensation day is granted, to be taken within a period of three months before or after the date of the official holiday, but within the calendar year in which the official holiday falls.

**Article 16.** For part-time employees, only the public holidays that fall on a day that the employee would normally have worked can be replaced.

**Article 17.** An employee may be absent from work, without loss of earnings or holiday entitlement, in the following circumstances:

- Death of an immediate family member (3 days in the period between the day of death and the funeral or equivalent). Immediate family members are defined as the employee's partner, parent, children, in-laws and steps.
- Death of any other family member living under the same roof or not (2 days).
- Participation in a jury, an election, summons to appear as a witness in a trial or tribunal, military duties (the time required, with a maximum of 3 days).
- Marriage of the employee (2 days).
- Marriage of an immediate family member (day of the marriage).
- To move house (1 day)
- In line with Belgian legislation, every employee has the right to unpaid time off work to look after a seriously ill close family member.
- In exceptional circumstances if agreed with the manager.

## **Salary and Benefits**

**Article 18.** Salaries are paid by bank transfer at the end of each month. The bank account number is provided by the employees. It is the employees' responsibility to ensure that the employer has the correct account number.

**Article 19.** On joining the organization, salaries will be bilaterally negotiated by the employee and RECLAIM. The Director of RECLAIM negotiates her salary with the Board.

**Article 20.** Employees' salaries are adjusted according to an indexation rate which is determined by the Commission Paritaire 329.03 based on changes to the cost of living. Indexation can be zero, positive, leading to an increase in salaries, or negative, leading to a decrease. The employer can decide in consultation with the board not to apply a negative indexation.

**Article 21.** Employees are in the group pension plan into which both the employer and employee contribute every month.

**Article 22.** Employees receive 1 lunch voucher per day worked with a face value of 8 EUR. The employees' personal contribution is 1.09 EUR/ticket while the employer's contribution is 6.91 EUR/ticket. Employees are not entitled to lunch vouchers when on holiday, maternity and paternity leave, parental leave, educational leave, long term sick leave or any other unpaid leave.

**Article 23.** Employees receive a monthly contribution to their transport costs. This corresponds to the cost of the STIB transport ticket, which provides unlimited access to the local transport network of Brussels. For employees who live outside Brussels, SNCB train ticket costs are covered to the value stipulated by CP329.03. The employee may receive this regardless of whether public transport is used. Employees who cycle to and from work are entitled to claim the bicycle allowance and are compensated a fixed sum per kilometer.

## **Health & Safety**

**Article 24.** RECLAIM complies with Belgian regulations with regards to health and safety at work. Employees shall notify the employer if they believe their work set-up (desk, chair, keyboard, computer, light, etc.) is causing any injury or is not appropriate.

**Article 25.** The first aid box is located in the cupboard in the toilet of the RECLAIM office. In case of accident, first aid shall be given by the first aid officers designated amongst the personnel. The names of the first aid officers are listed visibly on the office notice board.

**Article 26.** If the employee has an accident at work or on the way to/from work s/he is free to choose a doctor, chemist and hospital of her/his choice.

**Article 27.** If an employee is in need of urgent medical assistance, s/he can contact the Brussels mobile doctors' service: SOS Médecins, 26 Boulevard de l'Abattoir, B-1000 Bruxelles Tel 02 513 02 02 (Doctors on call) <http://www.sosmedecins.be/index.html> This website also contains useful assistance phone numbers and a list of 24 hour chemists, updated daily. The emergency phone number for ambulance/police is 112 from mobiles and landlines.

**Article 28.** In the event of incapacity due to illness or accident, the employee must inform the employer as soon as possible, preferably before 10 a.m. After two consecutive days of illness the employee must justify his/her absence with a medical certificate which must reach the employer within 48 hours after the third day of incapacity. In the case of extension of the incapacity, the employee must notify the employer immediately and provide a new medical certificate within 48 hours.

**Article 29.** The first 30 calendar days of salary are paid by the employer. From day 31 the state health insurance takes over the payments which are subsequently paid at a lower rate than salary. If an employee is off sick, returns to work and is then off sick for the same reason within a 14-day period then the 30 days are considered to continue not start again from zero.

**Article 30.** A non-justified absence of three days will be considered as a serious cause justifying the termination of the contract.

**Article 31.** If an employee needs to receive a vaccination or medication in order to travel for work reasons, the vaccination and/or medication costs will be reimbursed as part of the travel expenses incurred for this specific trip.

## **Supervision**

**Article 32.** The line manager is defined as the employees' staff supervisor with oversight over the content of the employees' work and explicit legal responsibilities as outlined below. The line manager may or may not be the person who signed the employment contract. The role and responsibilities defined hereunder apply regardless of geographical location of the manager.

The performance appraisal referred to below will involve the employee's line manager.

Line managers are in charge of staff supervision and are in particular responsible for:

- checking presences;
- the agreement of work plans;
- the supervision of work achieved;
- the supervision of adherence to staff code of conduct
- ensuring the proper functioning of machines and equipment; in case of failure or breakdown, ensuring that the relevant person in the organization is aware and knows to request repair or replacement;
- ensuring the observance of measures taken and imposed by the company in favour of the safety and hygiene of the personnel; the promotion of justice and good relations between members of the personnel.
- The management of annual performance evaluation;
- The preparation of evaluation reports to be attached to the employee's record;
- the involvement in decisions to take necessary steps to address performance problems;

Persons in charge of the supervision also have the right to ascertain incapacity for work and to prohibit the employee from working or resuming work.

## Sanctions, penalties & gross negligence

**Article 33.** If the employee fails to fulfil the obligations laid down in the employment contract or the present employment regulations including the staff code of conduct without this being an urgent reason justifying the termination of the contract, s/he may be subject to the following:

- a written warning to be placed in the employee's HR file, and in case of repeat:
- a written note that the employee is in breach of contract which may lead to dismissal.

An employee who wants to bring an action against the sanction imposed on her/him or who contests the sanction, has the right to appeal to the chair of the board.

## Notice Periods

### Termination

**Article 34.** When notice is given by the employer, it must be done either by registered letter or by a bailiff. Notice periods take effect the Monday following the day that the notice is considered to have been served (3 working days following the day the letter is posted).

**Article 35.** When notice is given by the employee, notification can be either by hand or by registered letter or by a bailiff. Notice sent by registered post may begin no earlier than the fourth day after the notice has been sent.

**Article 36.** In Belgian law, notice periods are fixed by common accord between the employer and the employees. What follows are the legal limits most commonly applied but there is nothing to prevent shorter or longer notice periods by common accord.

### **Contract termination for unlimited contracts**

a) Notice periods for employees under contracts which began 1 January 2014 or subsequently (updated to take account of new notice periods from 1 May 2018).

Length of Service	Notice period to be respected by:	
	A employer	B employee
From 0 to 3 months	2 weeks	1 weeks
From 3 to 4 months	3 weeks	2 weeks
From 4 to 5 months	4 weeks	2 weeks
From 5 to 6 months	5 weeks	2 weeks
From 6 to 9 months	6 weeks	2 weeks
From 9 to 12 months	7 weeks	3 weeks
From 12 to 15 months	8 weeks	4 weeks
From 15 to 18 months	9 weeks	4 weeks
From 18 to 21 months	10 weeks	5 weeks
From 21 to 24 months	11 weeks	5 weeks
From 2 to 3 years	12 weeks	6 weeks
From 3 to 4 years	13 weeks	6 weeks
From 4 to 5 years	15 weeks	7 weeks
From 5 to 6 years	18 weeks	9 weeks
From 6 to 7 years	21 weeks	10 weeks
From 7 to 8 years	24 weeks	12 weeks
From 8 to 9 years	27 weeks	13 weeks

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From 9 to 10 years	30 weeks	13 weeks
From 10 to 11 years	33 weeks	13 weeks
From 11 to 12 years	36 weeks	13 weeks
From 12 to 13 years	39 weeks	13 weeks
From 13 to 14 years	42 weeks	13 weeks
From 14 to 15 years	45 weeks	13 weeks
From 15 to 16 years	48 weeks	13 weeks
From 16 to 17 years	51 weeks	13 weeks
From 17 to 18 years	54 weeks	13 weeks
From 18 to 19 years	57 weeks	13 weeks
From 19 to 20 years	60 weeks	13 weeks
From 20 to 21 years	62 weeks	13 weeks
From 21 to 22 years	63 weeks	13 weeks
From 22 to 23 years	64 weeks	13 weeks
From 23 to 24 years	65 weeks	13 weeks
From 24 to 25 years	66 weeks	13 weeks
From 25 to 26 years	67 weeks	13 weeks
From 26 to 27 years	68 weeks	13 weeks
From 27 to 28 years	69 weeks	13 weeks
From 28 to 29 years	70 weeks	13 weeks
From 29 to 30 years	71 weeks	13 weeks

## b) Notice periods for employees whose contracts began prior to 1 January 2014

Employees whose contracts began prior to 1 January 2014 should add a further 3 months to the period of notice listed in column B (notice period to be respected by employer) and 1.5 months to the period of notice listed in column C (notice period to be respected by employees). However, the notice period given by the employees cannot exceed 13 weeks.

### Counter notice

**Article 37.** The employee who was given notice and who finds another job can terminate the contract with a reduced length of notice respecting the notice period set out in article 37/3 para 3 of the law of 3 July 1978 on employment contracts.

Length of service	Counter notice period
1- 3 months	1 week
3 – 6 months	2 weeks
6 months – 1 year	3 weeks
1 year and more	4 weeks

### Termination for fixed term contracts

These notice periods are set out in [Annex 1](#)

### Termination for serious faults

Each party can terminate the contract without notice for a serious fault in the opinion of a judge and without payment of any compensation.

Dismissal cannot be given without notice when the facts justifying the dismissal have been known to the party demanding the

dismissal for more than three working days.

Only serious faults notified by registered mail and sent within three working days after the dismissal can be used to justify dismissal without notice.

The following cases can be considered as serious faults:

- the recurrence of a less important shortcoming;
- discrediting the employer to a third party;
- any serious violation of the staff code of conduct and execution of the employment contract;
- any misappropriation, theft or malicious damage of property of the employer;
- fraud with regard to illness;
- drunkenness or indecent behaviour;
- after having received a written warning hereto, still not respecting the working schedule on a regular basis;
- after having received a written reminder, not making over all documents and reports s/he is supposed to return to the employer.

## **Workplace bullying & Sexual Harassment**

**Article 38.** RECLAIM has a zero tolerance for sexual exploitation, abuse and harassment. All staff members wherever they are based and whatever their position should act in accordance with the Code of Conduct to Prevent (Sexual) Exploitation, Abuse and/or Harassment as set out in Annex 3. Failure to abide by the Code of Conduct might result in the termination of the contract.

**Article 39.** In addition, Belgian law makes extensive provision for prevention and protection for employees with respect to workplace bullying and sexual harassment. The full definitions as well as the procedure to be followed are set out in Annex 2.

Who to consult in cases of violence, intimidation and sexual harassment at work.

**Article 40.** In addition to directly contacting the employer, any member of the organisational hierarchy, a member of the board or a union representative, an employee who believes he or she has suffered psychological harm (whether or not accompanied by physical violence) as a result of psychosocial risks at work, including in particular violence, harassment or unwanted sexual behaviour, may invoke the complaints procedure described in Annex 2 and/or contact the external service as follows:

**[COHEZIO](mailto:sec.rim@cohezio.be)** , 02/533.74.88, [sec.rim@cohezio.be](mailto:sec.rim@cohezio.be)

## **Policy on prevention of alcohol and drugs at work**

**Article 41.** This preventive policy on alcohol and drugs is part of the general policy of RECLAIM to promote the well-being of employees in the execution of their work.

**Article 42.** RECLAIM notes that alcohol or drugs may endanger the safety, health and well-being of employees. In addition, they can have a negative impact on productivity and quality of work and damage the image of RECLAIM.

**Article 43.** To avoid this, RECLAIM expects all its employees to behave in a reasonable manner in relation to alcohol and drugs, to avoid getting into problematic situations for either themselves and /or their colleagues. Line managers in particular must conduct themselves in an exemplary fashion and intervene appropriately to deal with difficult situations in the workplace.

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## **Staff Code of Conduct**

**Article 44.** Staff must sign and familiarize itself with RECLAIM Staff Code of Conduct as set out in Annex 4. This Code of Conduct reflects internal RECLAIM standards and, as such, they are secondary to Belgian law. Any breach of the Staff Code of Conduct will result in possible disciplinary action in accordance with the respective laws, labour customs, RECLAIM terms, conditions and guidelines.

## **ANNEX 1: NOTICE PERIODS FOR FIXED TERM CONTRACTS**

Specific rules apply to notice periods for fixed term contracts which are set out below:

A contract for a fixed term or for a clearly defined project ends automatically at the appointed time or at completion of the agreed work without prejudice to derogations foreseen in Articles 37/5 and 130 of the law of 3 July 1978 on employment contracts.

If the break occurs before the end of the contract (or before the agreed work is completed) the remaining pay as stipulated in the contract is due. However, this payment cannot be more than double what it would have been had the contract been an unlimited duration contract. (see point C).

However, if the employment contract is agreed, from 1 January 2014, for a fixed term or for a clearly defined project, the two parties may terminate it, without serious cause and during the first half of the agreed contract length respecting the notice periods in Article 37/2 of the law of 3 July on employment contracts without prejudice to applicable derogations on the basis of article 70 of the law of 26 December 2013 on the introduction of a unique status between workers and employees as far as notice periods and a waiting day are concerned as well as accompanying measures in certain sectors (See point C a).

The period during which a notice period is possible cannot exceed 6 months.

In the event of a justified succession of fixed term or project-based employment contracts the possibility of terminating the contract with notice can only be applied for the first contract concluded between the parties.

The notice period takes effect on the Monday following the day that the notice was received.

## ANNEX 2: PROTECTION AGAINST WORKPLACE BULLYING & SEXUAL HARASSMENT

### 1. Declaration of principle

The employer, the employees and all other persons who have contact with employees during the execution of their work, must refrain from any acts of violence, intimidation or sexual harassment at work. Harassment, violence and unwanted sexual behaviour are formally defined as psychosocial risks.

In this respect, employees must contribute, positively and in accordance with their training and the instructions provided by the employer, to the prevention policy that is established to prevent psychosocial risks and refrain from any acts of violence, intimidation and sexual harassment at work. They must also refrain from abusing the formal and informal psychosocial intervention set out below, and the internal procedure in particular.

### 2. Definitions

Psychosocial risks at work are defined as follows: the possibility that one or more employees suffer psychological damage, whether or not accompanied by physical injury, as a result of exposure to elements of the:

- work organisation
- work content
- working conditions;
- interpersonal relations at work

over which the employer has control and which objectively involve risk.

**Violence at work** is an occurrence in which an employee or another person to whom the rules regarding violence, intimidation and sexual harassment at work apply, is threatened or attacked psychologically or physically while working.

**Harassment in the workplace** is defined as a range of unacceptable behaviours within and outside of the organisation that take place over a specific period. Their purpose or consequence is that:

- the personality, dignity or physical or psychological integrity of an employee or other person is damaged during the performance of work;
- and/or the position of the person, who claims that he/she is the object of such behaviour is endangered;
- and/or a threatening, insulting, humiliating or harmful environment is created.

This type of behaviour is expressed mainly in words, threats, acts, gestures or biased writings. They are related in particular to age, civil status, birth, ability, religion or belief, political conviction, union affiliation, language, health condition, handicap, physical or genetic feature, social background, nationality, race, skin colour, national or ethnic origin, gender, sexual inclination, gender identity and gender expression.

Unwanted sexual behaviour is any form of unwelcome verbal, non-verbal or physical behaviour with a sexual connotation, with the intention or consequence that the dignity of a person is infringed or a threatening, hostile, insulting, humiliating or hurtful environment is created.

### 3. Prevention measures

The employer is required to organise the workplace in such a way that psychosocial risks are optimally prevented. The employer is required to pay appropriate attention to the organisation of work. In particular, the employer must take account of situations that may lead to stress or burnout caused by work, or to injury to ill health arising from conflict associated with work or from violence, harassment or unwanted sexual behaviour at work. The employer must take appropriate prevention measures to the extent that it is able to influence the risk.

Employees must be adequately informed and trained in the prevention of psychosocial risks, with the discouragement of violence, harassment and unwanted

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sexual behaviour in the workplace forming an integral part of this.

All line managers are obliged to ensure effective compliance with the principle stated in the 'declaration of principles' based on the competences and authority specific to her/his own function.

The health & safety officer for psychosocial aspects (RECLAIM Director, Esther Martinez Gonzalez) maintains a register with statements by employees who believe they have been the victim of violence, harassment and unwanted sexual behaviour during performance of their work in their contacts with other persons (customers, suppliers, EU-decision makers etc.).

These statements contain a description of the incidents as well as the factual details. They do not state the identity of the employee, unless he or she agrees to this.

The employer takes these declarations into account when preparing prevention measures. All prevention measures are added as an annex to these work regulations.

The prevention measures are reviewed with every change that might influence the exposure of employees to psychosocial risks in the workplace. The employer should evaluate these prevention measures at least once a year.

#### 4. Persons and organisations who can be consulted in cases of violence, intimidation and sexual harassment at work

Besides the possibility of directly contacting the line manager, a member of the organisational hierarchy, a member of the board or a union representative, an employee who believes he or she has suffered psychological harm (whether or not accompanied by physical violence) as a result of psychosocial risks at work, including in particular violence, harassment or unwanted sexual behaviour, may invoke the internal procedure (see article 6 below).

The individual may also contact the supervisory official provided by the External Health and Safety Officer (COHEZIO)

It is advisable to exhaust the internal complaints procedure first before taking legal action.

#### 5. Health & Safety Officer appointed for psychosocial aspects at work

Psychosocial aspects (stress, conflicts, burnout etc.) of the work environment require sufficient attention. By preventing these risks, more serious forms of unacceptable behaviour, such as harassment, violence and unwanted sexual behaviour, can be avoided. The health & safety officer, entrusted with psychosocial aspects at work, plays an important role here. He/she contributes to preparing the risk analyses and prevention measures. He/she supports and advises employees who have declared that they are the victim of intimidation, violence or sexual harassment. He/she receives and investigates the complaints. He/she acts impartially.

The external health & safety officer can be contacted as follows:

[COHEZIO-ARISTA](#),

COHEZIO RBUXELESS -MADOU, Bd Bischoffsheim 1-8  
1000 BRUXELLES  
02/533.74.88, sec.rim@cohezio.be

#### 6. Internal procedure for the handling of a request for formal or informal psychosocial intervention

The internal procedure enables the employee to submit a request to the psychosocial prevention advisor for (as applicable):

- an informal psychosocial intervention;
- a formal psychosocial intervention.

#### 7. Phase preceding a request for psychosocial intervention

At the latest, 10 calendar days from the first contact the psychosocial prevention advisor meet the employee and informs her/him about the types of intervention (formal or informal) available to the employee.

#### 8. Request for informal psychosocial intervention

At this point the psychosocial prevention advisor is aiming to find a solution by means of:

- conducting discussions that include support, active listening and provision of advice
- carrying out an intervention with another person in the organisation, in particular a member of the line management
- a reconciliation between the parties concerned, to the extent that they agree to this.

## 9. Request for formal psychosocial intervention

If the employee does not opt for the informal psychosocial intervention or if this has not resulted in a solution, the employee may then submit a request to the psychosocial prevention advisor for formal psychosocial intervention.

The formal psychosocial intervention consists of requesting the employer to take appropriate collective and individual measures based on an analysis of the requester's specific work situation and on the proposals for measures that were put forward by the prevention advisor and included in a recommendation.

Prior to submitting the request, the employee must have a discussion with the psychosocial prevention advisor. This discussion takes place within 10 calendar days from the day on which the employee expressed her/his intention to submit the request.

Notification of acceptance or rejection of the request takes place at the latest 10 calendar days from receipt of the request.

Depending on the situation described by the requester, the request may relate to:

- risks of a mainly collective nature, or
- risks of a mainly individual nature.

## 10. Request of a collective nature

Collective is understood to mean e.g. a conflict situation at the level of a particular department. The prevention advisor informs the employer and the requester in writing as soon as possible.

The employer takes a decision on her/his response to the request. If there is a committee for prevention and

protection at work or a union representative, the employer takes a decision in consultation with the committee (or the union representative).

The employer communicates her/his reasoned decision within a period of 3 months maximum. Under certain circumstances, this period may be extended by 3 months.

The psychosocial prevention advisor may advise the employer to take protective measures, to prevent serious harm to the health of the requester.

## 11. Request of an individual nature

The psychosocial prevention advisor notifies the employer in writing that a request for formal psychosocial intervention has been submitted and that the request is of a mainly individual nature. S/he informs him of the identity of the requester.

If it concerns a request of an individual nature, the psychosocial prevention advisor investigates the request in an entirely impartial manner. On the basis of this investigation, the prevention advisor submits a recommendation within 3 months of the request being accepted. The period of 3 months may be extended under certain circumstances.

Within a maximum of 2 months following the recommendation of the psychosocial prevention advisor, the employer communicates her/ his reasoned response to the request.

Special provisions in relation to the handling of a request for formal psychosocial intervention in cases of violence, harassment or unwanted sexual behaviour at work

This request is handled much in the same way as a request for formal psychosocial intervention of an individual nature, as described above. However, it contains a number of specifics.

The dated and signed document requesting formal psychosocial intervention for incidents of violence, harassment or unwanted sexual behaviour contains the following details:

- an accurate description of the facts that the employee construes as violence, harassment or unwanted sexual behaviour at work
- the time and place when each of the incidents took place
- the identity of the accused person
- the request to the employer to take appropriate measures to bring an end to the incidents.

Following the obligatory personal consultation, the psychosocial prevention advisor (or the external prevention and protection at work service on behalf of which the prevention advisor operates), takes receipt of the request in person, signs a copy of it and hands it to the requester. This copy serves as a receipt.

Notification of acceptance of the request takes place within 10 calendar days of receipt of the request.

The prevention advisor immediately informs the employer of the fact that a request for formal psychosocial intervention for incidents of violence, harassment or unwanted sexual behaviour has been submitted and communicates the identity of the employee who submitted the request. The employee then enjoys protection from dismissal from the date on which the request was received.

In the context of the investigation, the psychosocial prevention advisor:

- informs the accused person of the complaint that has been made against her/him
- interviews the persons, witnesses or others whom s/he considers having relevant information and investigates the matter in an entirely impartial manner
- informs the employer immediately of the fact that the employee who has made a witness statement is entitled to protection and informs her/him of the witness's identity.

The accused person and the witnesses receive a copy of their dated and signed statements.

If the seriousness of the incidents warrants it, the prevention advisor proposes protective measures to the employer before handing over her/his recommendation. The employer informs the psychosocial prevention advisor in writing as soon as possible of her/his reasoned decision concerning her/his intended response to the proposals for protective measures.

## 12. Sanctions

Without prejudice to the rules that apply for dismissal and the sanctions that may apply in the case of legal action by the victim, the person who is accused of violence, intimidation and sexual harassment at work may be subject to one of the following sanctions:

- verbal warning;
- written warning;
- transfer;
- suspension of the contract;
- dismissal with notice;
- instant dismissal without compensation (gross misconduct).

Employees who abuse the complaint procedure detailed above may also be subject to the sanctions listed above.

Sanctions imposed by the employer or its appointee must be notified to the persons incurring them at latest on the first working day following the day on which they are informed of the outcome of the investigation. If the employer fails to respect this deadline the sanctions will be invalid.

The individual on whom the sanction is imposed can submit an appeal to the employer within 3 working days of being informed of the penalty.

Where applicable he/she can submit the case to the labour courts.

## 13. Protection, support and help for victims

The employer may not terminate the employment of those who enjoy protection or implement a disadvantageous measure in respect of the said employees after termination of the employment, except for reasons unconnected with the request for formal psychosocial

# WORK REGULATIONS



# RECLAIM

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intervention for incidents of violence, harassment or unwanted sexual behaviour at work, the complaint, the legal action or the witness statement.

Furthermore, in respect of the said employees the employer may not implement any disadvantageous measures that relate to the request for formal psychosocial intervention for incidents of violence, harassment or unwanted sexual behaviour, or to the undertaking of legal action or the submission of a witness statement.

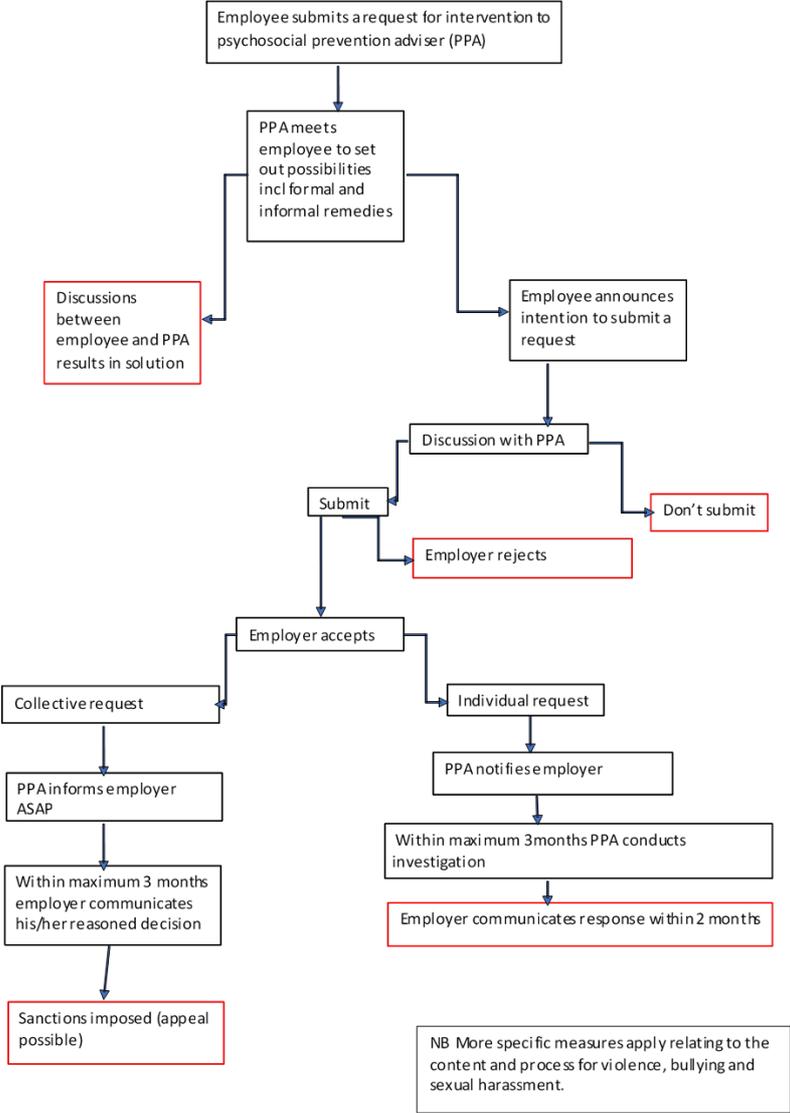
The claimant as well as the accused have the right to be represented by a trade union representative, a colleague or a lawyer.

The employer must ensure that employees who are the victim of violence, intimidation or sexual harassment at work receive the appropriate psychological support of specialised services or institutions as regards the assistance, support and rehabilitation of the employee in question. The psychosocial prevention advisor issues a recommendation concerning the decision of the specialist services.

# WORK REGULATIONS



# RECLAIM



## ANNEX 3: POLICY TO PREVENT AND RESPOND TO SEXUAL EXPLOITATION, ABUSE AND HARASSMENT

### 1. Introduction

RECLAIM applies a Human Rights Based Approach and a Gender Equality Perspective to all its work. A core value in our work is to create a positive environment with utmost respect for the human rights of our own staff and the people we work with.

It is essential that RECLAIM staff receive clear instructions and guidelines with respect to expectations regarding their conduct and are given space to reflect positively on how to stimulate an open, inclusive, respectful and non- abusive work culture.

In addition, it is essential that RECLAIM management is equipped with adequate authority, responsibility, monitoring tools and recourse to action in the event of any misconduct. The goal is to create an environment free of (sexual) exploitation, harassment and/or abuse within RECLAIM.

In keeping with RECLAIM's commitment to respect human rights, this policy is based on internationally recognised human rights standards as contained in

- the Convention on the Elimination of Discrimination Against Women (CEDAW),
- the Convention on the Rights of the Child (CRC), and
- the International Covenant on Civil and Political Rights (ICCPR).

RECLAIM's policy is specifically informed by the United Nations Secretary General's Bulletin 2003/13, 9 October 2003; Special Measures for Protection from Sexual Exploitation and Abuse).

### 2. Objective and scope of this policy

The objective of this policy is to increase awareness and prevent misconduct, including (sexual) exploitation, abuse and/or harassment by providing clear guidance to address these issues and promote greater accountability. The

following standards apply to all staff, volunteers, consultants, interns, national as well as international staff, and any other individuals representing the organisation.

### 3. Provisions

#### 3.1. Prevention of (sexual) exploitation, abuse and/or harassment

RECLAIM maintains that (sexual) exploitation, abuse and/or harassment of persons is an abuse of the human rights of these individuals.

#### 3.2. Code of Conduct to Prevent (Sexual) Exploitation, Abuse and/or Harassment:

As part of RECLAIM's commitment to respect human rights, all RECLAIM staff wherever they are based and whatever their position should act in the following manner within and outside working hours:

1. Respect and promote fundamental, inter-nationally adopted human rights without discrimination of any kind and irrespective of social status, ethnicity, colour, religion, gender, sexual orientation, age, marital status, national origin, political affiliation or disability and act with integrity.
2. Respect internationally recognised human rights. Where national law is not in keeping with these recognised rights, staff must respect the international standards in this RECLAIM policy.
3. Never exploit the vulnerability of anyone, regardless of their sex, age or sexual orientation or allow anybody to be put in compromising situations
4. Never engage in any kind of sexual activity involving children below the age of 18. Mistaken belief in the age of the child is no defence.
5. Never expose staff or staff in a partner organisations to any kind of (sexual) exploitation, abuse and/or harassment.
6. Never commit any act or form of harassment that could result in physical, sexual or serious psychological harm

to others.

7. Never use, possess, distribute or consume child pornography
8. Never engage in sexual exploitation or abuse of beneficiaries - men, women, or children - regardless of their sex, age or sexual orientation. This prohibition includes exchange of money, employment, goods or services for sex including sexual favours.
9. Never accept, solicit, or engage in "buying" or profiting from sexual services (including in countries where prostitution is not forbidden by law).
10. Sexual and/or romantic relationships with beneficiaries, volunteers and staff in partner organisations receiving grants from RECLAIM may not be compatible with an employment in RECLAIM. Such relationships should always be declared, and RECLAIM's management is then the sole decision maker on whether such a relationship is compatible with the employment and specific position in RECLAIM.
11. An employee who engages in a sexual relationship with another employee or is required to inform his or her manager about the relationship. If the relationship creates work-related problems, management will decide on an appropriate measure to solve the problems. This could include the termination of the contract of one of the employees involved.
12. RECLAIM Managers are not allowed to have a sexual relationship with an employee who refers directly to them or is under their line-management. If the situation arises, it may be decided to terminate the contract of the manager involved.
13. Members of the RECLAIM board are, in principle, not allowed to have sexual relationships with any employee or volunteer in RECLAIM. If they decide to engage sexually or romantically with a member of staff they need to report so to the Board and refrain from taking part in decisions where a conflict of interest might arise.
14. Ensure that all confidential information, including reports of breaches of these standards by colleagues, obtained from beneficiaries or colleagues are channelled correctly and handled with the utmost confidentiality through appropriate and contextualized reporting mechanisms.
15. Report immediately any knowledge, concerns or substantive suspicion of breaches to this RECLAIM policy to RECLAIM Chair ([ane.sommer@reclaiming.eu](mailto:ane.sommer@reclaiming.eu)). When there is substantial suspicion of breaches of

national or international law, RECLAIM management will decide whether to transfer such cases to the appropriate national authorities for further action in accordance with principals and procedures for handling sensitive complaints.

### 3.3. Prevention and Response

Crucial elements in RECLAIM's overall response are prevention and awareness-raising, monitoring and evaluation, and establishing a complaints mechanism/contact person and a response mechanism. The RECLAIM policy should be made known to all RECLAIM staff.

Roles and areas of responsibility are described in Annex 1 to this policy.

### 3.4. Awareness-Raising

RECLAIM will raise awareness related to prevention of (sexual) exploitation, abuse and/or harassment consistently throughout the staff member's period of employment. The topic together with consequences of misconduct will be addressed as a mandatory element during the introduction period in RECLAIM. All staff have an individual responsibility to familiarise themselves with the Code of Conduct and its purpose.

*This document automatically forms part of all contracts of employment and is appended to RECLAIM Work Regulations.*

### 3.5. Responding to suspected/alleged breaches

Internally:

Any substantial suspicion of breaches of this RECLAIM policy in terms of (sexual) exploitation, abuse and/or harassment can be reported to the RECLAIM Chair ([ane.sommer@reclaiming.eu](mailto:ane.sommer@reclaiming.eu)) and will be handled with full confidentiality by an independent complaints committee established as soon as substantial suspicion of (sexual) exploitation, abuse and/or harassment is reported to RECLAIM Director/Board Chair.

All RECLAIM staff are required to report any knowledge, concerns or substantial suspicions of misconduct to the RECLAIM Chair ([ane.sommer@reclaiming.eu](mailto:ane.sommer@reclaiming.eu)) immediately

and without investigation.

The complainant can choose whatever means s/he wishes to raise a complaint. Once a complaint is received, the RECLAIM contact point is expected to take prompt investigative action. In cases of suspicion, hearing rumours or experiencing any doubts related to potential misconduct, staff can seek advice from Reclaim's Chair, [ane.sommer@reclaiming.eu](mailto:ane.sommer@reclaiming.eu)

#### **Non-retaliation and confidentiality**

Staff and other stakeholders must be able to lodge their concerns without fear of reprisal or unfair treatment as a consequence of complaining. As far as possible, RECLAIM will do its utmost to ensure that complaints are handled with confidentiality and without risking effects on employment or any form of reprisal and/ or harassment as a result of highlighting a genuine problem.

Confidentiality is crucial to achieving satisfactory results, because it protects the complainant, the subject of the complaint and other witnesses. The fact and nature of the complaints, the identities of those involved and documentation resulting from the investigation therefore remain confidential and are only shared on a need-to-know basis in order to conduct the necessary investigation or provide care/ expert advice.

#### **Independent third party mediation for employees**

In addition to directly contacting the employer, any member of the organisational hierarchy, a member of the board or a union representative, an employee who believes he or she has suffered psychological harm (whether or not accompanied by physical violence) as a result of psychosocial risks at work, including in particular violence, harassment or unwanted sexual behaviour, may invoke an independent complaints procedure to RECLAIM, which will impartially and independently investigate the case, liaise with RECLAIM management and issue a recommendation for action.

This procedure is explained at length in the Work Regulations / Staff handbook provided to the employee before concluding his/her work contract and is added for convenience as ANNEX 2 to this policy.

#### **Criminal records and former complaints**

Staff must notify RECLAIM of any criminal convictions or charges of sexual abuse, exploitation or harassment. Staff must also notify RECLAIM of any relevant former complaints made against them concerning suspected or substantiated misconduct related to sexual abuse, exploitation or harassment.

#### **Disciplinary measures**

Any upheld breach to this RECLAIM policy will not be tolerated and may in accordance with relevant legislation lead to internal disciplinary action, including dismissal or even criminal prosecution.

Any staff purposely making false accusations of a breach to this RECLAIM policy will be subject to disciplinary action.

#### **Other Prevention**

The health & safety officer for psychosocial aspects (RECLAIM Director, Esther Martinez Gonzalez) maintains a register with statements by employees who believe they have been the victim of violence, harassment and unwanted sexual behaviour during performance of their work in their contacts with other persons (customers, suppliers, EU-decision makers etc.).

These statements contain a description of the incidents as well as the factual details. They do not state the identity of the employee, unless he or she agrees to this.

The employer takes these declarations into account when preparing prevention measures. All prevention measures are added as an annex to these work regulations.

## ANNEX 4: Division of responsibilities

### RECLAIM Directors and Board

RECLAIM Director and Board will take overall responsibility for prevention of (sexual) exploitation, abuse and/or harassment by the RECLAIM staff by ensuring that:

1. A new staff member receives a thorough introduction to the RECLAIM policy prior to signing a contract with RECLAIM. The introduction ensures that staff understand the RECLAIM policy to prevent (sexual) exploitation, abuse and/or harassment, as well as the consequences of any breach of the policy and the procedures to follow if a breach of policy is reported.
2. Adherence to this RECLAIM policy is monitored on a daily basis
3. Partners and communities are also aware of the RECLAIM policy to prevent (sexual) exploitation, abuse and/or harassment
4. Staff, partners, communities and beneficiaries are aware of where, how and to whom they may raise complaints
5. Allegations regarding (sexual) exploitation, abuse and/or harassment are reported in writing to the RECLAIM Chair. Common sense should be used, and employees have an obligation to report incidents that seem wrong.
6. All information is treated with the utmost discretion and confidentiality to ensure that victim(s), witness(es), subject of the complaint and others involved are not victimized in any way.
7. Procedural safeguards are in place in relation to staff under investigation during the course the investigation, including suspension if appropriate.
8. When allegations of or concerns about (sexual) exploitation, abuse and/or harassment are raised, and the subject(s) of the complaint are identified, the subject(s) of the complaint should under normal circumstances be suspended from their position until investigations are finalized.
9. Appropriate disciplinary action is taken whenever (sexual) exploitation, abuse and/or harassment is adequately documented and proven.

### The Complaints Committee

A complaints committee will be established as soon as substantial suspicion of (sexual) exploitation, abuse and/or harassment is reported to RECLAIM Director/Board Chair. The responsibilities of the committee are the following:

1. To make sure that reported allegations of (sexual) exploitation, abuse and/or harassment are handled, investigated and concluded according to RECLAIM's procedures and processes for handling sensitive complaints.
2. When handling sensitive complaints, the complaints committee will consider the safety of both the aggrieved and the accused party as well as any other involved witnesses and stakeholders. The need for legal advice and support is also evaluated, including a consideration of whether the parties involved should have individual legal advice.
3. To decide on appropriate disciplinary action whenever (sexual) exploitation, abuse and/or harassment is adequately documented and proven.
4. In cases where a criminal act is suspected, to hand over the complaint to the competent authorities.

### Staff

Each Individual must take responsibility for his/her own conduct after having read and consented affirmatively to adhere to the RECLAIM policy to prevent (sexual) exploitation, abuse and/or harassment. Any allegation or concern regarding (sexual) exploitation, abuse and/or harassment should be reported, in writing, to the complaints contact person for further action.

### Everyone

It is incumbent upon all members of RECLAIM staff, board and general assembly to uphold the principles of this RECLAIM policy and to make all possible efforts to share their knowledge and to contribute to a harassment and exploitation-free atmosphere in which prevention of (sexual) exploitation, abuse and/or harassment has the highest and continuous priority.

## ANNEX 5: STAFF CODE OF CONDUCT

This Code of Conduct applies to all staff during their service with RECLAIM, at all times – both during and after working hours. “Staff” in this Code of Conduct refers to all employees, including consultants, volunteers and interns. The Code of Conduct also applies to RECLAIM Board members.

1. RECLAIM employees must be familiar with and respect RECLAIM values as presented in our by-laws. Furthermore, RECLAIM is a human rights-based organisation, and recognises respect for human rights as a foundational prerequisite for the achievement of a more just, fair and sustainable future for people and the planet.
2. RECLAIM has a strong commitment to anti-discrimination and diversity in the workplace and in external relations. RECLAIM employees must respect and promote fundamental human rights without discrimination of any kind and treat others equally, irrespective of their social status, race, ethnicity, colour, religion, gender, sexual orientation, age, marital status, national origin, political affiliation, disability or health status.
3. RECLAIM employees are expected to refrain from any action or verbal statements in public, including in media and social media, which may discredit RECLAIM.
4. RECLAIM employees must refrain from drinking alcohol during working hours and where it can be harmful to RECLAIM’s image unless sanctioned by a manager.
5. RECLAIM employees should seek information about relevant security plans when travelling or working abroad and avoid behaviour that could provoke security threats.
6. RECLAIM employees may never commit any act or engage in any form of harassment that could result in physical, sexual or psychological harm to others.
7. RECLAIM employees may never engage in any kind of sexual exploitation or abuse. (See RECLAIM Staff Policy to Prevent Sexual Exploitation, Abuse and Harassment)
8. An employee who engages in a long-lasting intimate relationship with another employee is required to inform his or her manager about the relationship. If the relationship creates work-related problems, it may be decided to terminate the contract of one of the employees involved.
9. Managers are not allowed to have an intimate relationship with an employee who refers directly or indirectly to them. If the situation should arise, it may be decided to terminate the contract of the manager involved.
10. RECLAIM employees must act in accordance with RECLAIM’s Anti-Corruption Policy and should not accept gifts or other favours that may influence the exercise of their function, performance or duty. To respect local traditions and conventional hospitality, minor gifts can be accepted. Bribes shall neither be accepted nor provided.
11. RECLAIM employees may not undertake any other paid or unpaid work which may involve a conflict of interest or is otherwise incompatible with the position in question.
12. It is mandatory to raise breaches of the Code of Conduct to RECLAIM Chair (ane.sommer@reclaiming.eu)

This Code of Conduct reflects internal RECLAIM standards and, as such, they are secondary to national laws in the country where the employee works.

The signatory below has read, understands and agrees with the content of the above-mentioned Code of Conduct and policies.

The signatory accepts that any breach of this Code of Conduct will result in possible disciplinary action in accordance with the respective laws, labour customs, RECLAIM terms, conditions and guidelines.

## ANNEX 6: EQUAL PAY FOR MALE AND FEMALE WORKERS

Collective work agreement n° 25 of 15 October 1975

### *CHAPTER I – Subject and Scope*

**Art. 1** – The present collective agreement is intended to enforce the principle of equal remunerations for male and female employees, which is mentioned in Article 119 Treaty establishing the European Economic Community.

Equal remuneration implies that for the same work or for work of equal value, there may not be any discrimination based on the worker's sex.

**Art. 2** – The present collective work agreement is applicable for workers and employers mentioned in article 2 of the law of 5 December 1968 on collective work agreements and joint committees.

### *CHAPTER II - Implementation*

**Art. 3** – Equal remuneration for male and female workers must be guaranteed for all conditions of remunerations, including the systems of job evaluation, if applicable.

Job evaluation systems shall in no case whatsoever cause any discrimination, neither through the choice of the criteria, nor by their importance, nor by the system evaluation values are transposed into components of the remuneration.

**Art. 4** – Remuneration is understood to mean:

1° cash salary to which the worker is entitled by virtue of the work contract and to the expense of the employer;

2° gratuities or service charge to which the worker is entitled by virtue of the work contract or according to custom;

3° benefits evaluated in money to which the worker is entitled by virtue of the work contract and at the expense of the employer.

The present collective work agreement is also applicable to:

a) allowances paid by the employer as holiday pay by virtue of a collective work agreement and as a complement to the legal holiday pay;

b) allowances resulting from additional social security regulations.

With respect to the application date of paragraph 2, b, of the present article, the parties have agreed upon the following:

– As a general rule, this clause shall enter into force when the European Community Council has ratified a guideline on the additional social security benefits;

– however, with respect to the additional social security benefits which are non-legal, related to legal performances for which a difference of regime presently prevails between male and female workers, this disposition will only enter into force when measures are taken on a legal level.

**Art. 5** – Any worker who feels disadvantaged or any representative organisation of workers of which he is a member, may institute proceedings with the competent jurisdiction to ensure that the principle of equal remuneration between male and female workers is respected.

**Art. 6** – The organisation having concluded the present collective work agreement shall establish a specialised joint committee. If the court so requires, the mission of this committee shall be to counsel the court of justice on disputes with respect to the enforcement of the principle of equal remuneration.

Furthermore, it will provide information and advice to the social partners with respect to existing initiatives in terms job evaluation systems, which are gender-neutral and, upon request of the joint committees, it will advise and provide assistance.

**Art. 7 - § 1** – An employer who employs a worker who lodged a justified complaint either at the company, or according to the conventional procedures in force, either at the social inspection services or who institutes or for whom is instituted a law suit that tends to review the remuneration on the basis of the present collective work agreement, cannot end the work relationship nor

modify unilaterally the work conditions, except for reasons external to this complaint or this law suit.

If the employer dismisses the employee or changes the employment conditions unilaterally within 12 months after the submission of the complaint, as meant in the paragraph, the onus of proof rests with the employer.

The onus of proof rests with the employer as well in the case of dismissal or unilateral change of the employment conditions after a law suit was instituted, as meant in the previous paragraph, until 3 months after the judgement has become final.

**§ 2** – If the employer terminates the employment contract or if he changes the employment conditions unilaterally as contrary to the provisions of §1 of the present article, the worker or the trade union of which he is a member can request to be reinstated according to the provisions laid down in the employment contract. The request must be submitted by registered mail within 30 days following the date of notification, the date of termination without notice or the date of the unilateral change of the employment conditions. Within 30 days after the notification the employer shall make a decision about the request. If the employer reinstates the worker he shall pay the worker's loss of remuneration resulting from the dismissal or the change conditions of employment; he shall also pay the fiscal and social contributions due by the employer and the worker with respect to this remuneration.

**§ 3** – If the worker is not reinstated pursuant to his request as meant in § 2, paragraph 1, and if the dismissal or the unilateral change of the employment conditions is considered as being contrary to the provisions of § 1, paragraph 1, the employer shall pay compensation to the worker. The worker can choose between a lump sum equal to 6-month gross salary and the worker's real losses; in the latter case the worker shall have to prove the extent of the losses.

**§ 4** – The employer shall pay the same compensation, without the worker having to submit the request in § 2, paragraph 1 to be reinstated if:

- 1° the worker terminates the employment contract because the employer's conduct is contrary to the employment contract;
- 2° the employer has dismissed the worker due to urgent reasons, provided that his dismissal is without foundation and contrary to the provisions of § 1, paragraph 1, according to the competent legal body.

#### *CHAPTER III - Publication*

**Art. 8** – The present collective employment agreement serves as an enclosure to the company's employment regulations.

#### *CHAPTER IV – Final clauses*

**Art. 9** – The present collective employment agreement is concluded for an undetermined period and becomes effective on the signing date, except for the provisions of article 4, paragraph 3. It can be revised or revoked by means of a 6-month term of notice at the request of the contracting party which is the first to take action.

The party proposing a revision or giving notice, shall give reasons and introduce amendments; the other parties undertake to discuss them in the National Labour Council within the term of one month after receipt.

Agreement declared mandatory by R.D. of 9/12/1975 (OJ 25/12/1975).

## RECLAIM complaints policy statement

RECLAIM is committed to working in an open and responsible way, fostering the trust and respect of all its partners, advisors and staff members.

To ensure the continuous improvement of our work, RECLAIM is interested in what our partners have to say whether in the form of a comment, compliment or complaint.

## Complaints and Response Mechanism

RECLAIM establishes a transparent Complaints and Response Mechanism (hereinafter: Mechanism) in order to ensure an opportunity for individuals affiliated with our work to (i) report complaints in a secure way, (ii) have the complaints processed and (iii) receive a substantial response to the complaint. The Mechanism is made available on RECLAIM's website (<https://www.reclaiming.eu/complaints>).

The Mechanism also enables RECLAIM staff members to report personal related incidents, with a particular focus on (sexual) exploitation, abuse and/or harassment.

RECLAIM's policy for complaints and response includes the option of sending a complaint to RECLAIM online.

## Confidentiality

RECLAIM ensures that complaints are processed, and incidents are handled in confidentiality and under a reasonable period of time. The facts and nature of the complaint or incident, the identity of people involved, and the investigation records remain confidential and only available to the Complaints Committee.

## Deadlines

A complaint should be lodged, and an incident should be reported in the shortest possible time after the complainant becomes aware of the concern. RECLAIM strives to process complaints and investigate incidents within 30 days.

Serious complaints and incidents will be investigated with highest possible confidentiality and processed in the shortest possible.

## Complaint procedure

A complaint should be lodged, and an incident should be reported to the Director of RECLAIM and/or the Chair of the Governing Board. Upon receiving such a report, the Director/Chair will immediately provide for the establishment of the Complaints Committee. The Complaints Committee oversees the investigation of the complaint and/or incident and ensures that the complainant receives a substantial response.

# COMPLAINTS HANDLING MECHANISM



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## Recommendations for improvement

RECLAIM draws on the potential lessons learned from the complaint and/or incident. The Director is responsible for making sure that RECLAIM implements the recommendations for improvement.

## Appeal

If the complainant is not satisfied with the outcome, she/he may appeal the outcome within 30 days upon receipt of the decision.

