



HOW TO HIRE MY FIRST EMPLOYEE IN SENEGAL

MAIN LEGAL STEPS TO FOLLOW TO HIRE A FIRST EMPLOYEE

The Labour Inspectorate is the main institution for recruiting employees.

It does not only cover all employment contracts but any labor dispute is compulsorily subject to the Labour Inspectorate for a friendly settlement before referral to the Court.

The company since its establishment must submit a settlement opening statement (in four copies) to the Labour Inspectorate.

The staff recruitment process is not conducted and supervised by the administration. The company is free to hire whoever they want and for that, may proceed by recruitment posting through media.

Once a candidate is recruited, a contract is established and submitted to the Labour Inspectorate (in four (4) copies) for visa along with a completed statement form of worker movement.

Once the document is referred, the recruitment is notified to the Social Security Fund and the Provident Institution for Retirement (IPRES) by sending a copy of the worker movement declaration along with a copy of the establishment opening statement.

DESIGN AND CONTENTS OF AN EMPLOYMENT CONTRACT

There is no special form prescribed in terms of the employment contract presentation. However, some information must necessarily be included:

- Contract length: The indefinite employment contract is the common law method of recruitment. However, the company has one possibility of a renewable term contract for a total period not exceeding two years.
- Employee information: This information concerns the full name, date and place of birth, marital status and address.
- Hours of work, work schedules and places of work: The weekly working time is forty (40) hours or 173.33 hours per month;
- Collective Agreement to which the company is bonded;
- Wage amount: The different components of the salary and potential benefits in kind will be detailed.

In addition to this basic information, the parties may agree to include in the contract, any other particulars terms provided they do not conflict with laws and regulations or to the order and morality.

CAN SOMEBODY DO BUSINESS FOR ME AND NOT BE AN EMPLOYEE?

The principle of freedom in contract allows any company to conclude contracts it wishes within the framework of its activities. It may be:

- Corporate or provider contract: one party undertakes to perform for the other specific work in return for an agreed price;
- Agency contract: the company (the principal) appoints another (the agent) the power to perform a task in its name and on its behalf.

However it must not be concealed that these contracts are disguised employment contracts. If this is the case, in the event of litigation, the court may disqualify the contracts by considering them as employment contracts.

The determining factor of the employment contract is legal subordination of the employee to his employer. The Labour Code defines a worker as a person who puts on his professional activity for remuneration under the direction of the authority of another.