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NOTICE

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SUMMARY

Assembly of the Republic:

Law no.th13/2023:

Labor Law and repeals Law no. 23/2007, of 1 August.

ASSEMBLY OF THE REPUBLIC

Law no.th13/2023

August 25th

There is a need to review Law No. 23/2007, of 1 August, Labor Law, with a view to adjusting the dynamics of socio-economic development in which the Country finds itself, under the provisions of number 1 of article 178 , of the Constitution of the Republic, the Assembly of the Republic determines:

CHAPTER I

General Provisions

SECTION I

Object, Scope, Special Regimes and Definitions

Aarticle1

(Object)

This Law defines the general principles and establishes the legal regime applicable to individual and collective relationships of subordinate work, provided for hire and for remuneration.

Aarticletwo

(Scope)

1. This Law applies to legal employment relationships subordinates established between employer and employee, national and foreign from all fields of activity, who carry out their activity in the country.

2. This Law also applies to legal relationships work arrangements established between legal entities governed by public law and their workers, who are not State employees or whose relationship is not regulated by specific legislation.

3. This Law also applies, with the necessary adaptations, to associations, non-governmental organizations, the cooperative sector, with regard to salaried workers, diplomatic and consular missions with regard to locally hired workers, international organizations and other natural or legal persons under Private Law.

4. The following are regulated by specific legislation:

The) the legal working relationships of State employees and agents;

B) the legal working relationships of the person serving decentralized entities.

Aarticle3

(Special regimes)

1. They are governed by special legislation, namely, the following types of work:

The) artistic;
B) sporty;
w) domestic;
d) at home;
It is) maritime;
f) miner;
g) fishing;
H) petroleum;
i) port;
j) rural;
k) private security.

2. They are governed by special legislation, namely, the following types of work provision:

The) retainer;
B) undertaking;
w) intermittent;
d) free regime;
It is) seasonal;
f) teleworking;
g) private employment agency.

3. The employment relationships provided for in numbers 1 and 2 of this article, as well as those of other sectors whose activities require special regimes, are regulated by this Law, in everything that is adapted to their particular nature and characteristics.

Aarticle4

(Definitions)

The terms used in this Law are set out in the attached glossary, which is an integral part.

SECTION II

General principles

Subsection I

Fundamental principles

Aarticle5

(Principles and interpretation of Labor Law)

1. The interpretation and application of the rules of this Law comply, among others, with the principle of the right to work, stability in employment and position, change of circumstances and non-discrimination based on color, race, sex, ethnic origin, place of birth, religion, social position and political option.

2. Whenever there is a contradiction between a standard of this Law or other diplomas that regulate labor relations, the content that results from the interpretation that complies with the principles defined here prevails.

3. The culpable violation of any defined principle in this Law makes the legal act carried out in these circumstances null and void, without prejudice to the civil and criminal liability of the offender.

Subsection II

Protection of worker dignity

Aarticle6

(Right to work)

1. All citizens have the right to work freely chosen, with equal opportunities, without discrimination of any kind, having as basic principles the individual's professional capacity and aptitude in choosing the profession or type of work.

2. The right to work is linked to the duty to work, without prejudice to limitations resulting from reduced ability to work due to occupational or common illness or disability.

3. Work must be carried out with strict respect to the fundamental rights and guarantees of workers, protecting their health and ensuring that they carry out their activities in safe and dignified working conditions.

4. Compulsive work is prohibited, except for work carried out within the framework of criminal legislation.

Aarticle7

(Personality rights)

1. The employer is obliged to respect the rights of purpose of the worker.

2. Personality rights include, in particular, the right to life, physical and moral integrity, honor, good name, privacy and image.

3. The right to privacy concerns access and disclosure aspects related to the worker's intimate and personal life, such as family, emotional, sexual life, health status, political and religious beliefs.

4. The exercise of the rights and freedoms referred to herein The article is based on respect for the constitutional order and human dignity.

Aarticle8

(Personal data protection)

1. The employer cannot require the employee, in the act contract or during the execution of the employment contract, the provision of information relating to their private life, except when particular requirements inherent to the nature of the professional activity require it by law or the usage of each profession, and the respective reasons are previously provided in writing.

2. The use of files and related computer access The personal data of job applicants or workers is regulated by specific legislation.

3. The worker's personal data, obtained by the employer subject to confidentiality, as well as any information whose disclosure violates the privacy of that party, may not be provided to third parties without your express consent, unless legal reasons so determine.

Aarticle9

(Medical tests and examinations)

1. The employer may, for the purposes of admission or execution of the contract, require the job candidate or worker to carry out or present a test or medical examination, to prove their physical or mental condition, unless otherwise provided by law.

2. The doctor responsible for the tests or medical examinations You cannot communicate to the employer any information other than that relating to your ability or lack thereof to work.

3. Carrying out medical tests and examinations is prohibited to the job seeker or worker, in order to determine their HIV/AIDS status.

Aarticle10

(Means of remote surveillance)

1. The employer must not have means of surveillance remotely in the workplace, through the use of technological equipment, with the purpose of controlling the worker's professional performance.

2. The provisions of number 1 of this article do not cover situations that are intended for the protection and safety of people and goods, as well as when their use is part of the normal production process of the company or sector, in which case the employer must inform the worker, in writing, about the existence and purpose of the aforementioned means, using these as evidence.

3. All evidence acquired in violation of the provisions of numbers 1 and 2 of this article are null and void.

Aarticle11

(Right to confidentiality of correspondence)

1. Correspondence of a personal nature from the worker, carried out by any means of private communication, namely letters and electronic messages, is inviolable, except in cases expressly provided for by law.

2. The employer may, in the company's internal regulations, establish rules and limits for the use of information technologies.

Subsection III

Protection of maternity and paternity

Aarticle12

(Protection of maternity and paternity)

1. The State guarantees protection to parents, guardians or family of foster care in the exercise of its social function of maintenance, education and health care of children, wards and foster care without compromising their professional achievement.

2. They are guaranteed to the working mother, the father, the guardian or welcoming, special rights related to motherhood, paternity and the care of children, guardians and sheltered children in their childhood.

3. The exercise of the rights provided for in this subsection by pregnant, postpartum and breastfeeding workers, depends on information about their status from the employer, who may request means of proof of this.

4. For the purposes of enjoying the rights herein, it is considered subsection:

The) pregnant worker - any worker who informs the employer, in writing, of her pregnancy status;

B) postpartum worker - any worker who is giving birth and during the period of 90 days immediately following birth, provided that she informs the employer of her condition in writing;

w) breastfeeding worker - any worker who breastfeeds her child and informs the employer of her condition in writing.

Article 13

(Special rights of working women)

1. Are guaranteed to the worker, during the period during pregnancy and after childbirth, the following rights:

The) not carry out, without reducing remuneration, work that is clinically inadvisable for your pregnancy;

B) not perform night, exceptional or extraordinary work, or be transferred from the usual place of work, from the third month of pregnancy, except at your request or if this is necessary for your health or that of the unborn child;

w) interrupt daily work to breastfeed the child, in two periods of half an hour, or in a period of one hour, in the case of continuous working hours, without loss of pay, up to a maximum of one year after the end of maternity leave ;

d) not terminate the employment contract, with the exception of expiry and dismissal, during pregnancy, up to one year after the end of the leave.

2. Employers are prohibited from employing women in jobs that are harmful to your health or reproductive function.

3. Working women must be respected and any act against his dignity is punished by law.

4. The worker who, in the workplace, performs acts that violating the dignity of a working woman is subject to disciplinary proceedings.

5. The employer is prohibited from dismissing, applying sanctions or otherwise harm working women in any way due to discrimination or exclusion.

Article 14

(Maternity leave)

1. The worker has the right, in addition to normal holidays, to a maternity leave of 90 consecutive days, which can begin 20 days before the expected date of birth.

2. The 90-day license, referred to in number 1 of this article, also applies to cases of full-term or premature birth, regardless of whether it was a live or still birth.

3. Maternity leave is suspended if hospitalization of the mother or child.

4. By medical prescription, for the necessary period of time, To prevent any type of clinical risk, pregnant workers have the right to dismissal, without prejudice to maternity leave.

5. The remuneration of the worker who is on leave Maternity is regulated by the mandatory social security regime.

Article 15

(Paternity leave)

1. The worker has the right to paternity leave period of seven days, starting on the day following the birth of the child.

2. The worker cannot access paternity leave in period of one year and six months after the previous leave taken.

3. Paternity leave is granted for 60 days in cases death or incapacity of the parent, when proven by a competent health entity.

4. For spouses who work for the same employer, Even in different establishments, the option of commuting maternity or paternity leave may be granted, in the interests of work.

5. The enjoyment of paternity leave is communicated, in writing, to the employer.

CHAPTER II

Sources of Labor Law

Article 16

(Sources of Labor Law)

1. The Constitution is the sources of Labor Law of the Republic, the normative acts issued by the Assembly of the Republic and the Government, the international treaties and conventions ratified by Mozambique and the collective labor regulation instruments.

2. They also constitute sources of Labor Law the internal regulations, the employment contract, the usages and labor customs of each profession, sector of activity or company, which are not contrary to the law and the principle of good faith, except if the subjects of the individual or collective employment relationship agree its inapplicability.

Article 17

(Codes of conduct)

1. The provisions of number 1 of article 16 of this Law do not prevents the subjects of the employment relationship from establishing codes of conduct.

2. Codes of conduct constitute a source of law.

Article 18

(Collective labor regulation instruments)

1. Collective labor regulation instruments they are negotiable and non-negotiable.

2. They are collective labor regulation instruments negotiate:

The) the collective agreement;

B) the accession agreement;

w) the voluntary arbitration decision.

3. Collective agreements may take the form of:

The) company agreement - when signed by an organization or trade union association and a single employer for a single company;

B) collective agreement - when granted by an organization or trade union association and a plurality of employers for several companies;

w) collective contract - when concluded between trade unions and employers' associations.

4. The accession agreement corresponds to the adoption, in whole or in part, part of a collective labor regulation instrument in force in the company, upon signature of this instrument by both subjects of the collective labor relationship.

5. A voluntary arbitration decision is a determination made by arbitrator or arbitrators, who binds the parties to a conflict arising from a work relationship.

6. The collective labor regulation instrument does not negotiation is the mandatory arbitration decision.

Article 19

(Hierarchy of Labor Law sources)

1. Superior sources of law always prevail over hierarchically inferior sources, except when the latter, without opposition from the former, establish more favorable treatment for the worker.

2. When any provision of this Law establishes The fact that it can be removed by a collective labor regulation instrument does not mean that it can be removed by a clause in an individual employment contract.

3. Superior sources can be removed by contract of work, when this, without opposition from those, brings more favorable treatment to the worker.

4. Competition between regulatory instruments collective work agreement, the company agreement prevails over the collective agreement and this over the collective contract, unless the collective agreement or the collective contract provides more favorable treatment for the worker.

5. Mandatory arbitration decision on a specific matter it excludes the application of any other collective labor regulation instrument on the same matter.

Article 20

(Principle of most favorable treatment)

1. The non-mandatory norms of this Law can only be removed by collective labor regulation instrument and by employment contract, when this establishes more favorable conditions for the worker.

2. The provisions of paragraph 1 of this article do not apply applies when the rules of this Law do not allow it, namely when they are mandatory rules.

CHAPTER III

Individual Employment Relationship

SECTION I

General provisions

Article 21

(Notion of employment contract)

An employment contract is understood as the agreement by which a person, a worker, undertakes to provide his/her activity to another person, an employer, under the latter's authority and direction, for remuneration.

Article 22

(Presumption of legal employment relationship)

1. Employment relationship is the set of conduct, rights and duties established between the employer and the worker, related to the work activity or activity provided, or that must be provided, and the way in which this service must be carried out.

2. The legal employment relationship is presumed to always exist that the worker is carrying out paid work, with the knowledge and without opposition from the employer, or when the worker is in a situation of economic subordination to the latter.

3. Economic subordination is considered, for the purposes of paragraph 2 of this article, the situation in which the activity provider depends on the income obtained from the beneficiary of the benefit for his subsistence.

4. The legal employment relationship referred to in number 2 of this article it is assumed that it was established for an indefinite period.

Article 23

(Contracts equivalent to employment contracts)

1. Contracts are considered equivalent to an employment contract service provision contracts which, although carried out autonomously, place the provider in a situation of economic subordination to the employer.

2. They are converted into employment contracts, the contracts for the provision of services agreed to carry out activities corresponding to vacancies in the company's staff.

Article 24

(I work on a free and paid basis)

1. The employer may have, outside of its workforce, employees on a free and contract basis.

2. Free work constitutes an activity or task that does not fill the normal working period, but is carried out within it.

3. Work is considered to be on a payment basis. of tasks or activities that are not part of the normal production or service process, nor do they fill the normal working period.

SECTION II

Subjects of the individual employment relationship

Article 25

(Type of employers)

1. The employer, taking into account the number of workers, may have the following categories:

The) micro employer - employing up to 10 workers;
B) small employer - employing 11 to 30 workers;
w) medium employer - employing 30 and one to 100 workers;
d) large employer - one that employs more than 100 workers.

2. The number of workers referred to in paragraph 1 of this article corresponds to the average of those existing in the current calendar year.

3. In the first year of activity, the number of workers or the day of the start of activity.

Article 26

(Plurality of employers)

1. The worker may enter into a single contract, undertake to provide work to several employers, as long as there is a corporate, controlling or group relationship between them, or that they maintain a common organizational structure.

2. To apply the provisions of number 1 of this article the following requirements must be cumulatively met:

The) include in writing in the employment contract an indication of the activity to which the employee is obliged, the location and the normal period of work;

B) the identification of all employers;

w) identification of the employer who represents others in the fulfillment of duties and the exercise of rights arising from the employment contract.

3. Employers benefiting from the provision of work are jointly responsible for fulfilling the obligations arising from the employment contract concluded under the terms of the previous paragraphs.

4. The worker has the prerogative to choose the employer preferably.

5. The worker in a situation where there are multiple employers is subject to the directive power of all employers.

6. The plurality of employers for workers foreigners is permitted under the conditions defined by a specific diploma by the Government.

Article 27

(Multi-employment)

Unless otherwise stipulated, the employee may enter into subordinate employment contracts with several employers.

Article 28

(Ability to work)

1. The ability to enter into employment contracts is governed by by the general rules of law and the special rules contained in this Law.

2. In cases where a professional license is required, the employment contract is only valid upon presentation of the same.

3. The employment contract concluded in disobedience to the regime established by this article is considered null and void.

Article 29

(Admission to work)

1. The minimum age for admission to work is 18 years old.

2. Exceptionally, the employer may admit to work the minor who has reached 15 years of age, with the authorization of his or her legal representative.

3. Pursuant to number 2 of this article, the employer Minors under the age of 18 must not be employed in unhealthy, dangerous tasks or those that require great physical effort, defined by the competent authorities after consultation with trade unions and employers' organizations.

4. The normal working period of the minor whose age is between 15 and 18 years of age must not exceed 25 hours per week and five hours per day.

5. By specific diploma, the Council of Ministers defines the nature and conditions under which the provision of work can be carried out by minors aged between 15 and 18 years old.

Subsection I

Disabled worker

Article 30

(Disabled worker)

1. The employer must promote the adoption of measures appropriate measures so that workers with disabilities or chronic illnesses enjoy the same rights and comply with the same duties as other workers with regard to access to employment, professional training and promotion, as well as working conditions suitable for carrying out their activities socially useful.

2. The State, in coordination with trade union associations, of employers and organizations representing people with disabilities, encourages and supports, within the framework of employment promotion, taking into account the means and resources available, actions aimed at providing professional retraining and integration into jobs suited to the residual capacity of workers with disabilities.

3. May be established by law or instrument of collective labor regulation, special measures to protect workers with disabilities, namely those relating to promotion and access to employment and the conditions for providing activities appropriate to their abilities, except if these measures imply disproportionate burdens on the employer.

Subsection II

Student worker

Article 31

(Student worker)

1. A student worker is one who carries out activities under authority and direction of the employer, being authorized by the employer to attend, at an educational institution, a course to develop and perfect their skills, in particular, technical skills. - professionals.

2. Maintaining student worker status is conditioned by obtaining positive academic achievement, in compliance with the rules and regulations in force at the educational establishment attended by the worker.

3. Student workers have the right to be absent from service during the period of taking tests and exams, without loss of remuneration, and must notify the employer at least seven days in advance, unless for reasons not attributable to him it is not possible to communicate within this period.

4. The worker, even if he is not a student worker, You have the right to attend educational institutions, as well as professional training courses to raise your academic level or professional qualifications, with the knowledge of the employer, as long as it does not interfere with the normal course of activity.

Subsection III

Emigrant worker

Article 32

(Emigrant worker)

1. Within the scope of the right to free movement of people and their establishment in foreign territory, the emigrant worker has the right to protection from the competent national authorities.

2. Emigrant workers have the same rights, opportunities and duties of other workers in the foreign country where they work, within the framework of government agreements concluded on the basis of independence, mutual respect, reciprocity of interests and harmonious relations between the respective peoples.

3. It is up to the State to define, within the scope of its relations external relations with other countries, the legal regime of migratory work.

4. It is the responsibility of the State and public or private institutions create and maintain in operation appropriate services responsible for providing emigrant workers with information about their rights and obligations abroad, travel facilities, as well as rights and guarantees upon return to their country.

Subsection IV

Foreign worker

Article 33

(Foreign worker)

1. The employer must create conditions for integration of qualified Mozambican workers in more technically complex jobs and in company management and administration positions.

2. The foreign worker, who carries out an activity professional in Mozambican territory, has the right to equal treatment and opportunities in relation to national workers, within the framework of the norms and principles of international law and in obedience to the reciprocity clauses agreed between the Republic of Mozambique and any other country.

3. Without prejudice to the provisions of number 2 of this article, the Mozambican State may reserve exclusively for national citizens certain functions or activities that fall within the restrictions on their exercise by foreign citizens, namely due to public interest.

4. The national or foreign employer may have service, even if performing non-subordinate work, foreign worker with the authorization of the Minister who oversees the area of Labor or the entities to whom he delegates, except in the cases of communication provided for in numbers 1 and 2 of article 34 of this Law.

Article 34

(Foreign worker quotas)

1. Depending on the type of employer classification provided for In this Law, he/she may have a foreign worker at his/her service, upon communication to the Minister who oversees the area of Labor or the entities to whom he/she delegates, in accordance with the following quotas:

The) five percent of all workers, in large employers;

B) eight percent of all workers, in medium employers;

w) ten percent of all workers, in small employers;

d) fifteen percent of all workers, in micro employers.

2. In investment projects approved by the Government, in which foreign workers are expected to be hired at a percentage lower or higher than that set out in number 1 of this article, a work permit is not required, and for this purpose, communication to the Minister supervising the Labor area is sufficient.

3. Hiring foreign citizens for work in non-governmental organizations, scientific research work, teaching, medicine, nursing, civil aviation piloting and in other areas of specialized technical assistance, or the provision of foreign workers, is decided by order of the Minister who oversees the area of Labor, the entity that oversees the sector in question has been consulted.

4. The transfer of foreign workers can be carried out by regime of quotas, as long as the user company has quota available.

5. Hiring foreign labor is a matter of regulation.

Article 35

(Restrictions on hiring foreign workers)

1. Without prejudice to the legal provisions that grant authorization of entry and stay for foreign citizens, their hiring is prohibited when they have entered the country for reasons clearly other than work.

2. They are excluded from the rule set out in number 1 of this article, the bilateral agreements concluded between the Mozambican State and any other State that maintains diplomatic and consular relations with it to, under a regime of reciprocity and proportionality, employ spouses or children of diplomatic agents on mission, in each of the Countries, even if have entered the country with a visa other than their work visa.

3. The foreign worker, with temporary residence, must not remain in national territory after the term of the employment contract under which they entered the Republic of Mozambique ends.

4. The regime contained in this subsection applies to work of stateless people in Mozambican territory.

Article 36

(Conditions for hiring a foreign worker)

1. The foreign worker must have the qualifications necessary academic or professional qualifications and their admission can only take place if there are no nationals who possess such qualifications or their number is insufficient.

2. The hiring of a foreign worker, in cases where which requires authorization from the Minister who oversees the area of Labor, upon request from the employer, indicating its name, headquarters and field of activity, the identification of the foreign worker to be hired, the tasks to be performed, the expected remuneration , duly proven professional qualification and the duration of the contract, which must be in written form and comply with the formalities set out in specific legislation.

3. The mechanisms and procedures for hiring of citizens of foreign nationality are regulated in specific legislation.

SECTION III

Formation of the employment contract

Article 37

(Promise of work contract)

1. The parties may enter into an employment contract which expresses the desire to conclude the definitive employment contract.

2. The Promissory Contract must:

The) be reduced to written form;

B) contain the identification, signatures and domicile or headquarters of the parties;

w) have as its essence the declaration, in unequivocal terms, of the promisor's intention to be obliged to enter into the employment contract;

d) indicate the type of contract, the activity to be provided and the corresponding remuneration.

3. Failure to fulfill the work promise gives rise to liability civil liability under the general terms of law.

4. The contract regime does not apply to the promise of work. - promise provided for in the Civil Code.

5. When concluding the employment contract and of the definitive employment contract, the parties have the right to freely establish the contractual content, proceeding according to the rules of good faith.

Article 38

(Membership employment contract)

1. The employer can express his contractual will through the internal labor regulations or code of conduct and, on the part of the worker, through his/her express or tacit adherence to said regulations.

2. It is assumed that the worker adheres to the internal regulations when signing a written employment contract, which specifies the existence of internal labor regulations in the company.

3. The presumption is removed when the worker speaks out, in writing, against the regulations, within 30 days, counting from the beginning of the execution of the employment contract or the date of publication of the regulations, if this is later.

Article 39

(Form of employment contract)

1. The employment contract is subject to written form, except in the case of a fixed-term employment contract, which has as its object execution tasks, lasting no more than 90 days.

2. The employment contract must be dated and signed by both the parties and contain the following clauses:

The) the identification of the employer and worker;
B) the professional category, the agreed tasks or activities;
w) the workplace;
d) the duration of the contract and the conditions for its renewal;
It is) the amount, form and frequency of payment of remuneration;
f) the start date of execution of the employment contract;
g) indication of the stipulated period and its justifying reason, in the case of a fixed-term contract;
H) the date of conclusion of the contract and, if it is a fixed term, the date of its termination.

3. For the purposes of paragraph *g*) of number 2 of this article, the indication of the justifying reason for the imposition of the deadline must be made by expressly mentioning the facts that comprise it, establishing the relationship between the justification invoked and the stipulated term.

4. They are subject to written form, namely:

The) the employment contract;
B) a fixed-term employment contract lasting more than 90 days;
w) the employment contract with a plurality of employers;
d) the employment contract with foreigners, unless otherwise provided by law;
It is) the part-time employment contract;
f) the occasional worker assignment contract;
g) the service commission employment contract;
H) the home work contract;
i) the contract employment contract;
j) the temporary employment contract;
k) the user contract;
l) the learning contract;
m) the intermittent employment contract;
n) teleworking.

5. In the absence of an express indication of the start date of your execution, the employment contract is considered to be in force from the date of its conclusion.

6. The lack of written form of the employment contract does not affect its validity nor the rights acquired by the worker and is presumed to be attributable to the employer, who is automatically subject to all its legal consequences.

7. In the absence of indication of the deadline or justifying reason, in the case of a fixed-term contract, the contract becomes a contract for an indefinite period.

8. Failure to indicate the requirements established in paragraphs *The*), *B*), *w*) It is *It is*) of paragraph 1 of this article constitutes a contravention and if it is not remedied within three months after the conclusion of the contract, it gives rise to the sanctions provided for in this Law.

Article 40

(Accessory clauses)

1. The employment contract may be affixed, in writing, condition or suspensive and resolutive term, in the general terms of the law.

2. Accessory clauses referring to the resolutive term determine the certain or uncertain term of the duration of the employment contract.

Article 41

(Execution of a fixed-term contract)

1. A fixed-term employment contract can only be concluded to carry out temporary tasks and for the period necessary for that purpose.

2. Temporary needs include, among others:

The) the replacement of a worker who, for any reason, is temporarily unable to perform his or her activity;
B) the execution of tasks aimed at responding to exceptional or abnormal increases in production;
w) carrying out seasonal activity;
d) the execution of activities that do not aim to satisfy the employer's permanent needs;
It is) the execution of a work, project or other specific and temporary activity, including the execution, direction and supervision of civil construction work, public works and industrial repairs, on a contract basis;
f) the provision of services in complementary activities to those provided for in the previous paragraph, namely subcontracting and outsourcing of services;
g) the execution of non-permanent activities.

3. Permanent needs of the employer are considered the vacancies foreseen in the company's staff or those that, even if not foreseen in the staff, correspond to the company's normal production or operating cycle.

SECTION IV

Duration of the employment relationship

Article 42

(Duration of employment contract)

1. The employment contract can be concluded for a period of time indefinite or for a certain or uncertain period.

2. The contract is presumed to be concluded for an indefinite period of work in which the respective duration is not indicated, and the employer may rebut this presumption by proving the temporality or transience of the tasks or activities that constitute the object of the employment contract.

Article 43

(Limits of the fixed-term contract)

1. The fixed-term employment contract is concluded by a period not exceeding two years, and may be renewed twice, by agreement of the parties, without prejudice to the regime for micro, small and medium-sized employers.

2. The contract is considered concluded for an indefinite period of fixed-term work in which the maximum duration periods or the number of renewals provided for in number 1 are exceeded, with the parties being able to opt for the regime set out in number 4 of this article.

3. Micro, small and medium employers can freely enter into fixed-term contracts during the first eight years of its activity.

4. The conclusion of fixed-term contracts outside of cases, especially, provided for in article 41 of this Law or in violation of the limits provided for in this article converts them to a contract for an indefinite period.

5. If one of the parties does not intend to renew the contract fixed-term employment must give advance notice of:

The) 15 days, if the contract is equal to or longer than three months and not longer than one year;

B) 30 days, in cases where the contract duration is longer than one year.

6. Failure to comply with the prior notice referred to in number 4 of this article gives the violating party the obligation to pay compensation corresponding to the remuneration that the worker would receive during the period of notice.

7. In cases where a non-renewal of the employment contract, if the worker continues to carry out the activity after the end of the contract, it becomes a contract for an indefinite period.

Article 44

(Renewal of fixed-term contract)

1. The fixed-term employment contract is renewed at the end of the established period, for the time that the parties have expressly established therein.

2. In the absence of the express declaration referred to in number 1 of this article, the fixed-term employment contract is renewed - for a period equal to the initial one, unless otherwise contractually stipulated.

3. A fixed-term employment contract is considered the only one whose initially agreed period is renewed in accordance with number 1 of this article.

Article 45

(Uncertain term contract)

The conclusion of an employment contract for an uncertain term is only permitted in cases where it is not possible to predict with certainty the period in which the reason justifying it ends, namely in the situations provided for in number 2 of article 41 of this Law.

Article 46

(Expiry of the contract for an uncertain term)

1. The production of effects of the expiry referred to paragraph 2 of this article depends on the expiry of the period to which it is subject, and the occurrence of the fact to which the parties attributed extinguishing effect must occur.

2. If the worker hired for an uncertain term remains at the service of the employer after the date on which the effects of expiry occur or in the absence thereof, seven days after the return of the replaced employee, or in the event of termination of the employment contract due to the completion of the activity, service, work, contract or project for who has been hired, is considered to be hired for an indefinite period.

3. The expiration of the employment contract for an uncertain term, unless stipulation to the contrary, must be communicated to the worker with prior notice subject to the following deadlines:

The) 15 days, if the working time is more than six months and does not exceed three years;

B) 30 days, if the working time is more than three years and does not exceed six years.

4. An employment contract with an uncertain term that exceeds six years of service, consecutive or interpolated for a period not exceeding six months, becomes an employment contract for an indefinite period.

5. The employer who violates the notice period of the contract for an uncertain term, the employee is obliged to pay compensation to the worker in the amount corresponding to the remuneration he or she would receive during the notice period.

6. The employee who wishes to terminate the contract of work for an uncertain term during the period of execution is obliged to give prior notice to the employer, observing the deadlines referred to in number 3 of this article, under penalty of paying compensation to the employer, calculated in accordance with number 7 of article of this article .

7. Termination or dismissal of an employee who has Once the employment contract is signed for an uncertain term, without just cause, it entitles you to compensation corresponding to 45 days for each year of service, or compensation in proportion to the time spent if your length of service does not reach one year of service.

SECTION V

Probation period

Article 47

(Notion)

1. The probationary period corresponds to the initial period execution of the contract whose duration complies with that stipulated in article 48 of this article.

2. During the probationary period, the parties must act in order to allow adaptation and reciprocal knowledge, in order to assess the interest in maintaining the employment contract.

Article 48

(Length of probationary period)

1. The employment contract for an indefinite period may be subject to a probationary period that does not exceed two months for workers not provided for in the following paragraphs:

The) three months for mid-level technicians;

B) six months for higher-level technicians and workers holding leadership and management positions.

2. The fixed-term employment contract may be subject to a probationary period that does not exceed:

The) three months in fixed-term contracts lasting more than one year;

B) one month in fixed-term contracts lasting more than six months and less than one year;

w) 15 days for fixed-term contracts lasting up to six months;

d) 15 days in contracts with an uncertain term when the duration is equal to or greater than 90 days.

Article 49

(Reduction or exclusion of the probationary period)

1. The duration of the probationary period may be reduced by instrument of collective labor regulation or by individual employment contract.

2. In the absence of a written stipulation regarding the probationary period, it is assumed that the parties intended to exclude from the employment contract.

3. With the reduction of the probationary period, it is not allowed the establishment of a new deadline either to complete it, reduce it or to extend the established one.

Aarticle50

(Probationary period count)

1. The probationary period is counted from the start of execution of the employment contract.

2. During the probationary period, they are not considered, for the purposes of evaluating the worker, the days of absence, even if justified, of leave or layoff, as well as those of contractual suspension, without prejudice to the worker's right to remuneration, seniority and vacation.

Aarticle51

(Termination of the contract during the probationary period)

1. During the probationary period, unless stipulated otherwise, either party may terminate the contract without the need to invoke just cause and without the right to compensation.

2. For the purposes of paragraph 1 of this article, Any of the contracting parties is obliged to give prior written notice to the counterparty, at least seven days in advance.

3. For the contract whose duration of the probationary period is 15 days, the notice must be three days.

SECTION VI

Invalidity of the employment contract

Aarticle52

(Invalidity of employment contract)

1. The clauses of the individual employment contract are null and void, of the collective labor regulation instrument or other sources of labor law that contradict the mandatory provisions of this Law or other legislation in force in the Country.

2. The nullity of the contractual clause of the employment contract does not determine the invalidity of the entire contract, unless it is shown that it would not have been concluded without the defective party.

3. Void clauses are covered by the established regime in the applicable precepts of this Law and other legislation in force in the Country.

Aarticle53

(Regime for invoking invalidity)

1. The deadline to invoke the invalidity of the employment contract is six months, counting from the date of its conclusion, except when the object of the contract is illicit, in which case the invalidity can be invoked at any time.

2. The employment contract declared null or annulled produces all the effects of a valid contract, if it is executed and during the entire period in which it is in execution.

Aarticle54

(Confirmation of the employment contract)

1. An invalid employment contract is considered validated from the beginning, if, during its execution, the cause of invalidity ceases.

2. The provisions of number 1 of this article do not apply to contracts with an object or purpose contrary to the law, public order or offensive to good customs, in which case it only takes effect when the respective cause of invalidity ceases.

SECTION VII

Rights and duties of the parties

Subsection I

Rights of the parties

Aarticle55

(Worker rights)

1. Workers are guaranteed equal rights at work, regardless of their ethnic origin, place of birth, language, color, race, sex, gender, marital status, age, within the limits set by law, social status, religious or political ideas.

2. Positive discrimination measures are admissible aimed at certain vulnerable groups with a view to correcting or preventing situations of inequality.

3. Workers are recognized with rights that cannot be be the subject of any transaction, waiver or limitation, without prejudice to the regime for modifying contracts due to changes in circumstances.

4. It is the State's responsibility to ensure the effectiveness of the means preventive and coercive measures that prevent and civilly and criminally penalize any violation of worker rights.

5. The worker is, in particular, recognized as having the right to:

The) present your defense before the application of any disciplinary sanction;

B) be evaluated, periodically, for the work they perform;

w) be treated with correctness and respect, with acts that undermine their honor, good name, public image, private life and dignity being punished by law;

d) be paid punctually under the terms set out in the contract, depending on the quantity and quality of the work provided;

It is) be able to compete for access to higher categories, depending on your qualifications, experience, results obtained at work, evaluations and needs of the workplace;

f) have daily and weekly rest and paid annual leave guaranteed;

g) benefit from appropriate protection, safety and hygiene measures at work to ensure their physical, moral and mental integrity;

H) benefit from medical and medication assistance and compensation in the event of an accident at work or occupational illness;

i) contact the General Labor Inspectorate or labor jurisdiction bodies whenever you see your rights being harmed or you report illegal acts;

j) freely associate in professional organizations or unions, as provided for in the Constitution of the Republic;

k) benefit from adequate conditions of assistance in case of incapacity and in old age, in accordance with the law;

l) benefit from subsistence allowances or daily food and accommodation in the event of travel outside the usual location for reasons of service over a distance of 30 km or more and for a period of 8 hours or more.

6. The clauses of the employment contract and instruments are null and void of collective labor regulations that aim to waive the aforementioned rights.

Article 56

(Worker's seniority)

1. The employee's seniority, unless otherwise specified, is counted from the date of admission until the termination of the respective employment contract.

2. Account for employee seniority purposes:

The) the probationary period, without prejudice to the provisions of number 2 of article 50, of this Law;

B) the period of apprenticeship when the apprentice is admitted to the employer's service;

w) periods of fixed-term employment contracts, when provided in the service of the same employer, even if interpolated;

d) mandatory military service;

It is) the service commission;

f) paid leave;

g) Vacations;

H) justified absences;

i) preventive suspension in the event of disciplinary proceedings, as long as the final decision is favorable to the worker;

j) preventive detention if the process ends with the worker not being charged or acquitted;

k) the period of occasional assignment of the worker.

Article 57

(Prescription of rights arising from the employment contract)

1. The right resulting from the employment contract and its violation or termination prescribes within a period of six months, counting from the date of termination of the employment contract, unless otherwise provided by law.

2. The limitation period is suspended when the worker or the employer has proposed legal action or mediation or arbitration proceedings to the competent bodies for non-compliance with the employment contract.

3. The limitation period is also suspended during the period of maternity, paternity or illness leave that makes it impossible to attend the workplace.

4. The limitation period is also suspended, for a period of 15 days, in the following cases:

The) when the worker has presented, in writing, a complaint and/or hierarchical appeal to the company's competent entity;

B) when the worker or employer has presented, in writing, a petition, complaint or appeal to the labor administration body.

5. The deadlines referred to in this Law are counted in consecutive calendar days.

Subsection II

Duties of the parties

Article 58

(Principle of mutual collaboration)

The employer and the worker must respect and enforce the provisions of this Law, collective labor regulation instruments and codes of conduct, the employment contract and collaborate to achieve high levels of productivity and professionalism in the company, as well as to promote decent working conditions.

Article 59

(Worker's duties)

The worker has, in particular, the following duties:

The) attend work punctually and assiduously;

B) perform the work with zeal and diligence;

w) respect and treat the employer, superiors, co-workers and other people who are or come into contact with the company correctly and loyally;

d) obey orders and instructions from the employer, its representatives or hierarchical superiors and comply with other obligations arising from the employment contract, when legal and which are not contrary to their rights and guarantees;

It is) correctly use and maintain in good condition the goods and work equipment entrusted to you by the employer;

f) maintain professional secrecy, not disclosing, under any circumstances, information regarding production or business methods;

g) not use for personal or non-service purposes, without the due authorization of the employer or his representative, the company's locations, equipment, goods, services and means of work;

H) be loyal to the employer, not negotiating on your own or on behalf of others, in dishonest competition;

i) collaborate to improve the safety, hygiene and health system at work;

j) protect assets against any damage, destruction or loss;

k) contribute to the promotion of the work culture of increasing the company's production and productivity;

l) collaborate in maintaining a good work environment;

m) Report any act harmful to the company's activity, the safety of people and goods and the work environment.

Article 60

(Duties of the employer)

1. The employer has, in relation to the worker, in particular, the following duties:

The) respect rights and guarantees, fully complying with all obligations arising from the employment contract and the rules that govern it;

B) observe hygiene and safety standards at work, as well as prevent workplace accidents and occupational illnesses and investigate the causes when they occur;

w) treat with correctness and urbanity;

d) provide good physical and moral conditions;

It is) pay a fair remuneration depending on the quantity and quality of the work provided;

f) assign a professional category corresponding to the functions or activities performed;

g) maintain the assigned professional category;

H) guarantee the place and working hours stipulated in the individual employment contract or collective regulation instruments;

i) allow the exercise of union activity and not harm the exercise of union positions;

j) not oblige the worker to acquire goods or use services provided by the employer or a person designated by him;

k) promote good health and nutrition practices in the workplace.

2. The employer is responsible for contributing to physical health and mental health of the worker, and must guarantee the promotion of cultural and sporting activities, being mandatory for medium and large employers.

Subsection III

Employer powers

Article 61

(Powers of the employer)

Within the limits arising from the contract and the rules that govern it, it is the responsibility of the employer or the person designated by him to establish, direct, regulate and discipline the terms and conditions under which the activity must be provided.

Article 62

(Regulatory power)

1. The employer can draw up internal regulations of work, containing standards for the organization and discipline of work, social support schemes for workers, the use of company facilities and equipment, as well as those relating to cultural, sporting and recreational activities, being mandatory for medium and large employers .

2. The entry into force of internal labor regulations, which have as their object the organization and discipline of work must be preceded by consultation with the company's trade union committee or, failing that, the competent trade union body and are subject to communication to the competent labor administration body.

3. The entry into force of internal labor regulations that establishes new working conditions is considered a proposal for adhesion in relation to workers admitted on a date prior to their publication.

4. Internal work regulations must be disclosed in the workplace, so that workers have adequate knowledge of the respective content.

Article 63

(Disciplinary power)

1. The employer has disciplinary power over the worker who is at your service, being able to apply the disciplinary sanctions provided for in article 64.

2. Disciplinary power may be exercised directly by the employer or the worker's superior, under the terms established by that employer.

Article 64

(Disciplinary sanctions)

1. The employer may apply, within legal limits, the following disciplinary sanctions:

The) verbal admonition;
B) registered reprimand;
w) suspension from work with loss of pay up to a limit of 10 days for each infraction and 30 days in each calendar year;
d) fine of up to 20 days' salary;
It is) demotion to the next lower professional category, for a period not exceeding one year;
f) dismissal.

2. It is not permitted to apply any other disciplinary sanctions, nor worsen those provided for in number 1 of this article, in the collective regulation instrument, internal regulations or employment contract.

3. In addition to the purpose of repressing conduct of the worker, the application of disciplinary sanctions aims to dissuade the commission of further infractions within the company, the education of the target and other workers to voluntarily fulfill their duties.

4. The application of the dismissal sanction does not imply the loss of the rights arising from the worker's registration in the social security system if, at the date of termination of the employment relationship, he meets the requirements to receive the benefits corresponding to any of the branches of the system.

Article 65

(Graduation of disciplinary sanctions)

1. The application of disciplinary sanctions, provided for in the paragraphs *w)* The *f)* of number 1 of article 64, must be substantiated, and the decision may be challenged within a period of six months.

2. The disciplinary sanction must be proportional to the severity of the offense committed and take into account the degree of culpability of the offender, the professional conduct of the worker and, in particular, the circumstances in which the facts occurred.

3. For the same disciplinary infraction, no more than a disciplinary sanction.

4. It is not considered as more than a sanction disciplinary application of a sanction accompanied by the duty to repair losses caused by the employee's intentional or negligent conduct.

5. The disciplinary infraction is considered particularly serious whenever its practice is repeated, intentional, compromises the fulfillment of the activity assigned to the worker, and causes harm to the employer or the national economy or in any other way, jeopardizes the subsistence of the legal employment relationship.

Article 66

(Disciplinary procedure)

1. The application of any disciplinary sanction, with the exception those provided for in paragraphs *The)* It is *B)* of number 1 of article 64, must be preceded by the prior initiation of the disciplinary process, which contains notification to the worker of the facts of which he is accused, the worker's possible response and the opinion of the trade union body, both to be produced within the deadlines set out in the paragraphs *B)* It is *w)* of number 1 of article 70 of this Law.

2. The disciplinary infraction expires within a period of six months, from the date of its occurrence, except if the facts also constitute a crime, in which case the statute of limitations of criminal law will apply.

3. No disciplinary sanction can be applied without a hearing worker's prior notice.

4. Without prejudice to recourse to judicial or extrajudicial means, the worker can complain to the entity that made the decision or appeal to the hierarchical superior, suspending the deadline, under the terms of paragraph *The)* of number 4 of article 57 of this Law.

5. The execution of the disciplinary sanction must take place within 90 days subsequent to the decision made in the disciplinary process, except for the sanction of dismissal, which is enforced immediately after communication of the decision.

6. The counting of the limitation period referred to herein article is suspended during the period of maternity or paternity leave or during the period in which the worker is deprived of his freedom, or due to illness that makes it impossible for him to attend the workplace.

Article 67

(Disciplinary infractions)

1. All behavior is considered a disciplinary offense guilty of the employee who violates his professional duties, namely:

The) failure to comply with working hours or assigned tasks;

B) failure to show up for work, without valid justification;

w) absence from the post or workplace during the work period, without due authorization;

d) disobeying legal orders or instructions arising from the employment contract and the rules that govern it;

It is) the lack of respect for hierarchical superiors, co-workers and third parties or from the hierarchical superior to his subordinate in the workplace or in the performance of his duties;

f) injury, bodily harm, ill-treatment or threat to others in the workplace or in the performance of their duties;

g) the culpable drop in labor productivity;

H) abuse of functions or invocation of the position to obtain illicit advantages;

i) breach of professional secrecy or production or service secrets;

j) the diversion, for personal or non-service purposes, of equipment, goods, services and other means of work or the improper use of the workplace;

k) the culpable damage, destruction or deterioration of workplace property;

l) the lack of austerity, the waste or waste of material and financial resources in the workplace;

m) drunkenness or drug addiction and the consumption or possession of narcotics or psychotropic substances at work or in the performance of one's duties;

n) theft, robbery, abuse of trust, fraud and other fraud committed in the workplace or during the performance of work;

O) the abandonment of the place.

2. Harassment, including sexual harassment, constitutes a disciplinary infraction. sexual activity, carried out in the workplace or outside it, that interferes with the job stability or professional progression of the offended worker.

3. When the conduct referred to in number 1 of this article whether practiced by the employer or his representative, gives the offended worker the right to be compensated 20 times the minimum wage in the sector of activity, without prejudice to judicial proceedings, in accordance with applicable law.

4. Harassment in the workplace and any act discriminatory, harmful to the worker or job candidate or intern, confers the right to compensation for material and non-material damage, under the general terms of Law.

5. It does not constitute a disciplinary infraction, subject to investigation of disciplinary proceedings or the application of a disciplinary sanction, the worker's disobedience to an illegal order or one that goes against their legal or conventional rights and guarantees.

Article 68

(Harassment)

1. Harassment in the workplace or outside of it is understood as set of unacceptable behaviors and practices, threats of such behaviors and practices, whether manifested in a punctual or recurring manner, that have as their object, cause or are likely to cause, physical, psychological, sexual or economic harm, and includes violence and gender-based harassment.

2. Any act carried out in the moment of access to employment or in the employment itself, work or professional training, with the aim or effect of disturbing or embarrassing the person, affecting their dignity, or creating an intimidating, hostile, degrading, humiliating or destabilizing environment.

3. Gender-based sexual harassment constitutes behavior unwanted sexual nature, in verbal, non-verbal or physical form, with the purpose or effect referred to in number 1 of this article.

4. It constitutes a very serious offense when harassment is practiced by the employer, hierarchical superior or agent and gives the worker the right to compensation of 20 times the minimum wage in the sector of activity, without prejudice to judicial proceedings.

Subsection IV

Disciplinary process

Article 69

(Dismissal for disciplinary infraction)

The culpable behavior of the employee which, due to its gravity and consequences, makes the subsistence of the employment relationship immediately and practically impossible, gives the employer the right to terminate the employment contract through dismissal, provided that the provisions of article 66 of this document are observed. Law.

Article 70

(Stages of the disciplinary process)

1. The disciplinary process includes the following phases:

The) accusation phase – after the date of knowledge of the infraction, with the exception of cases of maternity, paternity, vacation and illness leave in which the period begins after the end of the leave, the employer has 30 days, without prejudice to the period of prescription of the infraction, to send to the worker and to the trade union committee existing in the company or, in the absence of this, to the trade union or competent higher trade union body, a note of guilt, in writing, containing a detailed description of the facts and circumstances of the time , place and manner of committing the infraction that is attributed to the worker;

B) defense phase - after receiving the guilt notice, the worker can respond, in writing, and, if he wishes, attach documents or request a hearing or evidentiary measures, within 15 days, once the evidentiary diligence takes place, this must be carried out within five consecutive days, after which the process is sent to the trade union committee or, failing that, to the trade union or the competent trade union body to issue an opinion, within five working days;

w) decision phase – within 30 days, counting from the deadline for presenting the opinion of the trade union committee or, failing that, the competent trade union body, the employer must communicate, in writing, to the worker and the trade union body, the decision rendered, reporting the evidence taken and indicating with reasons the facts contained in the guilt note that were considered proven.

2. If the worker refuses to receive the note of guilt, the act must be confirmed, on the guilt note itself, by the signature of two workers, of whom, preferably, one must be a member of the company's existing trade union body.

3. In case of a worker who is absent and in an unknown location, who is presumed to have abandoned his or her job, a notice must be drawn up to be posted in the company's formal location, summoning the absent worker to receive communication of the decision, mentioning that for the purposes of communicating the application of the decision, the date of the decision counts. publication of the notice.

4. The disciplinary process may be preceded by an investigation, which does not exceed 90 days, particularly in cases where the perpetrator or the offense committed by him is not known, suspending the statute of limitations for the offense.

Aarticle71

(Start of disciplinary process)

1. For all legal purposes, the process is considered Disciplinary begins from the date of delivery of the guilt note to the worker.

2. With notification of the guilt notice, the employer may preventively suspend the employee without loss of remuneration, whenever their presence in the company could jeopardize the normal course of the disciplinary process.

3. It is prohibited to notify workers to respond to disciplinary proceedings, through the newspaper, magazine or any other media outlet.

Aarticle72

(Causes for invalidity of the disciplinary process)

1. The disciplinary process is invalid whenever:

The) the requirements of the notice of guilt or notification thereof to the worker are not observed, the worker is not given a hearing if he has requested it, the failure to publish a notice in the company, or the failure to send the files to the union body, as well as the failure justification for the final decision of the disciplinary process;

B) the proof measures requested by the worker are not carried out;

w) there is a violation of the limitation periods for the disciplinary infraction, the expiry of the response to the guilt notice or decision-making.

2. Without prejudice to what is established in number 4 hereof article, the foreseen causes of invalidity, with the exception of the prescription of the infraction, the violation of deadlines, the communication of the guilt note or the worker's decision, can be remedied up to 10 days, after becoming aware of them and before the end of the disciplinary process .

3. Without prejudice to what arises from the communicability regime of evidence, the disciplinary procedure is independent of the criminal and civil proceedings, for the purposes of applying disciplinary sanctions.

4. It constitutes an irreversible nullity, in disciplinary proceedings, the prescription of the infraction, the expiry, the violation of the deadline for communicating the decision and the impossibility of defending the accused worker because he was not made aware of the guilt notice, through personal notification or notice, if applicable.

Aarticle73

(Abuse of disciplinary power)

1. Abuse of disciplinary power is considered whenever they are the limits imposed by law, good faith, good customs, social or economic purpose have been clearly exceeded, in particular, when they arise from:

The) complaint of violation of fundamental rights, freedoms and guarantees;

B) refusal to comply with an illegal order or one that offends your fundamental rights, freedoms and guarantees;

w) exercising or applying for union or similar functions communicated to the employer.

2. In case of abuse of disciplinary power, the employee has the right to complain, appeal hierarchically, judicially or to other dispute resolution mechanismsflites.

Aarticle74

(Effects of abuse of disciplinary power)

1. The application of disciplinary sanctions with abuse of power disciplinary action under article 73 is unlawful and the employer is sanctioned by:

The) payment of compensation corresponding to one month of the target worker's salary if the sanction applied is a verbal admonition or registered reprimand;

B) payment of compensation corresponding to five times the value of the salary that the worker no longer earned in cases of fine and demotion.

2. In the case of the disciplinary sanction of dismissal, the worker is reinstated or compensation is paid in accordance with numbers 2 and 3 of article 139.

Aarticle75

(Illegal dismissal)

Without prejudice to the provisions of this Law and other specific legislation, dismissal is unlawful whenever:

The) is promoted for political reasons or union affiliation, ideological or religious reasons, even if the invocation is different;

B) is promoted without observing legal formalities;

w) is promoted due to refusal of a favor or advantage, pressure, harassment or gender-based violence.

Aarticle76

(Dismissal challenge)

1. A declaration of the illegality of the dismissal can be made by the labor court or by a labor arbitration body, in an action proposed by the worker.

2. The action to challenge the dismissal must be submitted within six months from the date of dismissal.

3. If the dismissal is declared unlawful, the worker must be reinstated in their job and paid the remuneration due from the date of dismissal up to a maximum of six months, without prejudice to their seniority.

4. Pending or as a preliminary act of the action to challenge dismissal, a precautionary measure suspending dismissal may be requested within 30 days from the date of termination of the contract.

5. By express choice of the worker or when circumstances objectives make his reinstatement impossible, the employer must pay compensation to the worker calculated in accordance with number 2 of article 139 of this Law.

SECTION VIII

Modification of the employment contract

Aarticle77

(General principle)

1. Legal employment relationships can be modified by agreement of the parties or upon unilateral decision by the employer, in the cases and limits provided for by law.

2. Whenever the modification of the contract results from a decision unilaterally by the employer, prior consultation with the company's trade union body and communication to the competent labor administration body is mandatory.

Article 78

(Fundamentals of modification)

1. Modification of employment relationships may be based on:

The) professional requalification of the worker resulting from the introduction of new technologies, new working methods or the need to re-employ the worker, for the purpose of making use of their residual capabilities, in the event of an accident at work or occupational illness;

B) administrative or productive reorganization of the company;

w) change in the circumstances on which the decision to hire was based;

d) geographic mobility of the company;

It is) worker requalification due to completion of academic or professional training;

f) case of force majeure.

2. Whenever the worker does not agree with the fundamentals of modifying the contract, the employer has the burden of proving its existence, before the labor administration body, judicial or arbitration body.

Article 79

(Change of the subject of the employment contract)

1. The worker must perform the activity defined in the object of the contract and not be placed in a lower professional category than that for which he was hired or promoted, unless the grounds set out in this Law or by agreement of the parties are met.

2. Without prejudice to the provisions of number 1 of this article and Unless there is an individual or collective agreement to the contrary, the employer may, in cases of force majeure or unpredictable production needs, assign to the employee, for the necessary time, not exceeding six months, tasks not included in the object of the contract, provided that this change does not imply reduction of the worker's remuneration or hierarchical position.

Article 80

(Change of working conditions)

1. Modification of working conditions is permissible, by agreement of the parties, based on changes in circumstances, the need to maintain the employment relationship, improvement of the employer's situation, adequate organization of its resources or competitiveness in the market.

2. In no case is it permitted to modify the conditions of work, based on a change in circumstances, if this change implies a reduction in the worker's remuneration or hierarchical position.

Article 81

(Employer geographic mobility)

1. Geographic mobility of all or part of the or employer sector.

2. Total or partial change of employer or establishment may involve transferring workers to another workplace.

Article 82

(Worker transfer)

1. The employer may temporarily transfer the worker to another workplace, when exceptional circumstances linked to the administrative or productive organization of the company occur, and the fact must be communicated to the competent labor administration body.

2. The temporary transfer of the worker, referred to in paragraph 1 of this article, cannot exceed six months, unless imperative operational requirements of the company justify it, and in any case it must not exceed one year.

3. The permanent transfer of the worker only is admitted, unless otherwise contractually stipulated, in cases of total or partial change of company or establishment where the worker to be transferred provides services.

4. The permanent transfer of the worker to another location of work, outside their usual home, requires an agreement if the mobility results in serious harm that involves the separation of the worker from his family.

5. In the absence of the agreement referred to in number 4 of this article, the worker may unilaterally terminate the employment contract with the right to compensation, provided for in article 139 of this Law.

6. The employer covers all expenses incurred by the worker, as long as they are directly imposed by the transfer, including those arising from the change of residence of the worker and his family.

7. The employer pays the employee's expenses related to their return to their place of origin, regardless of the cause of termination of the contract.

8. The worker is not considered a transfer if the movement is within the same geographic space that does not exceed 30 km, as well as in cases of mere movement on a service mission.

9. The transfer of the worker, whether temporary or the final decision must be contained in a written document, in a substantiated manner and at least 30 days in advance.

Article 83

(Transmission of the company or establishment)

1. With the change of ownership of a company or establishment, the worker can move to the new employer.

2. Changing the ownership of the company may result in termination of the contract or employment relationship, if there is just cause, whenever:

The) the worker establishes an agreement with the transferor to remain at his service;

B) the worker, at the time of transfer, having reached retirement age, or meeting the requirements to benefit from the respective retirement, requests it;

w) the worker has a lack of trust or well-founded fear about the suitability of the acquirer;

d) the acquirer intends to change or will change the purpose of the company, in the subsequent 12 months, if this change implies a substantial change in working conditions.

3. If there is a transfer of a company or establishment From one employer to another, the rights and obligations, including the employee's seniority, arising from the existing employment contract and collective labor regulation instrument pass to the new employer.

4. The new owner of the company or establishment is jointly and severally responsible for the transferor's obligations due in the last year of activity of the production unit prior to the transfer, even if they relate to workers whose contracts have already ended on the date of said transfer, in accordance with the law.

5. The regime for the transfer of a company or establishment is applicable, with the necessary adaptations to situations of transfer of part of the company or establishment, division and merger of companies, transfer of operations or lease of an establishment.

6. For the purposes of this Law, a company is considered to be, establishment or part thereof, the entire production unit capable of carrying out an economic activity.

Aarticle84

(Procedure)

1. The transferor and the acquirer must, in advance, inform and consult the trade union bodies of each of the companies or, in their absence, the workers' committee or the representative trade union association, the date and reasons for the transmission and the projected consequences of the transmission.

2. The duty to inform lies with the purchaser and the transferor, who may have a notice posted in the workplace informing workers of their ability to claim their credits within 60 days, under penalty of the right to claim them forfeiting.

3. In case of termination of the employment contract on grounds In case of proven serious damage resulting from the change of ownership of the company or establishment, the worker has the right to compensation provided for in article 146 of this Law.

Aarticle85

(Occasional assignment of worker)

1. An occasional assignment contract is understood as worker is one through which the worker from the transferor's own staff is made available, eventually and temporarily, to the transferee, with the worker becoming legally subordinate to the latter, but maintaining his contractual link with the transferor.

2. The occasional transfer of a worker is only permitted if it is regulated in a collective labor regulation instrument, in accordance with specific legislation or the following numbers.

3. Provision of activity on an occasional basis of the worker depends on the cumulative verification of the following assumptions:

The) existence of an employment contract between the assigning employer and the assigned worker;

B) have the concession in order to deal with increased work or worker mobility;

w) written consent of the assigned worker;

d) the assignment does not exceed three years and, in the case of a fixed-term contract, does not go beyond its duration.

4. The worker is assigned occasionally, through the conclusion of an agreement between the transferor and transferee, which includes the worker's agreement, with the employee returning to the transferor's company as soon as the aforementioned agreement or the transferee's activity ceases.

5. Verifying non-compliance with the stipulated requirements in number 3 of this article, the worker has the right to opt for integration into the transferee company or for compensation calculated in accordance with number 3 of article 146 of this Law, to be paid jointly by the transferee and the transferor.

Aarticle86

(Private employment agency)

1. Any employer is considered a private employment agency in an individual or collective name, governed by private law, whose services consist of employing workers with the aim of making them available to a third person, natural or legal, called the user employer, through a temporary employment and usage contract.

2. Carrying out the activity of a private employment agency requires prior authorization from the Minister who oversees the area of Labor or to whomever he delegates, under the terms established in specific legislation.

Aarticle87

(Temporary employment contract)

1. A temporary employment contract is understood as an agreement concluded between a private employment agency and a worker, whereby the worker undertakes, for remuneration, to temporarily provide his activity to the user.

2. The temporary employment contract is subject to the form written and must be signed by the private employment agency and the worker, under the terms defined in specific legislation.

3. The temporary worker belongs to the staff of the private employment agency, and must be included in the nominal list of its workers, drawn up in accordance with current labor legislation.

4. The foreign worker is part of the nominal relationship from the private employment agency for the duration of the usage contract for which it was transferred.

5. The conclusion of a temporary employment contract only is admitted in the situations provided for in article 89 of this Law.

6. The private employment agency can assign workers to the user abroad, and the transfer contract with the user entity must be endorsed by the Ministry that oversees the Labor area.

Aarticle88

(Employment intermediation)

Employment intermediation is considered to be the service that aims to bring supply and demand closer together, promoting the placement of the candidate, without the intermediary becoming part of the employment relationships that may result.

Aarticle89

(User agreement)

1. The service contract is known as a usage contract. of service, for a fixed term, concluded between the employer of temporary work and the user entity, by which the latter undertakes, for remuneration, to make one or more workers available to the user temporarily.

2. The usage contract is subject to written form and must contain, among others, the following mandatory clauses:

The) the reasons for resorting to temporary work;

B) the registration number in the social security system of the user and the employer of the temporary work, as well as the number and date of the license to carry out the activity;

w) the description of the job to be filled and the appropriate professional qualification;

d) the location and normal period of work;

It is) the remuneration owed by the user to the temporary work employer;

f) the beginning and duration of the contract;

g) the date of conclusion of the contract.

3. The employee transfer utilization contract When traveling abroad, the principle of equal treatment for emigrant workers must be taken into account, particularly regarding remuneration, medical and medication assistance, working hours, rest periods, holidays and compensation for work accidents and occupational illnesses.

4. In the absence of written form or indication of reasons of the use of temporary work, the contract is considered to be null and void and the employment relationship between user and worker is provided under a contract for an indefinite period.

5. In replacement of the provisions of number 4 of this article, The worker may opt, within 30 days after beginning to provide the activity to the user, for compensation, to be paid by the user, in accordance with article 139 of this Law.

6. Signing a usage contract with the employer unlicensed temporary worker is jointly and severally liable for the worker's rights arising from the employment contract and its violation or termination.

Article 90

(Justification of the usage contract)

1. The usage contract can only be concluded to occur temporary needs of the user.

2. The user's temporary needs include, among others:

The) the direct or indirect replacement of workers who are absent or who, for any reason, are temporarily unable to provide services;

B) the direct or indirect replacement of the employee for whom an action to assess the legality of the dismissal is pending in court;

w) the direct or indirect replacement of workers on unpaid leave;

d) the replacement of a full-time worker who starts working part-time;

It is) the need arising from job vacancies, when the recruitment process is already underway to fill them;

f) seasonal activities or other activities whose annual production cycle presents irregularities resulting from the structural nature of the respective market, including agriculture, agro-industry and related activities;

g) the exceptional increase in the company's activity;

H) the execution of an occasional task or specific and non-lasting service;

i) the execution of a work, project or other defined and temporary activity, including the execution, direction and supervision of civil construction work, public works, industrial assembly and repairs, on a contract basis or in direct administration, including the respective projects and others complementary control and monitoring activities;

j) the provision of security, maintenance, hygiene, cleaning, food and other complementary or social services not included in the employer's current activity;

k) the development of projects, including design, research, direction and supervision, not part of the current activity of the user employer;

l) intermittent labor needs determined by fluctuations in activity during days or parts of the day, provided that use does not exceed, on a weekly basis, half of the user's normal working period;

m) the intermittent needs of workers to provide direct family support, of a social nature, during days or parts of the day.

3. In addition to the situations provided for in number 1 of this article, a usage contract for a fixed period may be concluded in the following cases:

The) launch of a new activity of uncertain duration, as well as the start-up of a company or establishment;

B) hiring young workers.

Article 91

(Regime applicable to temporary employment contracts and usage)

1. Temporary employment and use contracts The fixed-term employment contract regimes apply, with the necessary adaptations.

2. The two types of contract referred to in number 1 of this article, in everything that is not provided for in this Law, are regulated by special legislation.

3. During the execution of the temporary employment contract, the worker is subject to the work regime applicable to the user with regard to the manner, place, duration and suspension of work, discipline, safety, hygiene, health and access to social facilities.

4. The user must inform the employer of the work temporary worker and the worker about the risks to the worker's health and safety inherent to the job to which he or she is assigned, as well as the need for adequate professional qualification and specific medical surveillance.

5. The user must prepare the work schedule for the temporary worker and schedule their vacation period, as long as it is taken in their service.

6. The temporary work employer can check the user the exercise of disciplinary power, except for the purposes of applying the sanction of dismissal.

7. Without prejudice to the observance of working conditions resulting from the respective contract, the temporary worker may be assigned to more than one user.

SECTION IX

Duration of work provision

Article 92

(Normal working period)

1. Normal working hours are considered to be the number of hours of actual work that the employee undertakes to provide to the employer.

2. Effective working time is considered to be the time during in which the worker provides effective service to the employer or is at his disposal.

Article 93

(Limits of normal working period)

1. The normal working period cannot be longer to 48 hours a week and 8 hours a day.

2. Without prejudice to the provisions of number 1 of this article, the normal working period may be extended up to 9 hours, provided that the worker is granted an additional half-day of rest per week, in addition to the weekly rest day prescribed in article 104 of this Law.

3. By instrument of collective labor regulation, The normal daily working period may, exceptionally, be increased to a maximum of four hours without the duration of weekly work exceeding 56 hours, exceptional and extraordinary work performed due to force majeure not counting towards this limit.

4. The average duration of 48 hours of work per week must be calculated by reference to maximum periods of six months.

5. Calculation of the average weekly working time, referred to in number 4 of this article, can be obtained through compensation for the hours previously worked by the worker, through the reduction of working hours, daily or weekly.

6. Establishments that are dedicated to activities industrial companies, with the exception of those who work shifts, may adopt a normal working duration limit of 45 hours per week to be completed on five days of the week.

7. All establishments, with the exception of services and activities aimed at satisfying the essential needs of society, provided for in number 4 of article 105 of this Law, as well as establishments selling directly to the public, may, for reasons of economic or other constraints, adopt the practice of single opening hours.

8. The employer must make new schedules known of labor to the Ministry that oversees the area of Labor through its closest representation until the 15th of the month following its adoption, observing the standards defined in this Law and other legislation in force on the matter.

Article 94

(Addition or reduction of maximum period limits normal work)

1. Maximum limits on normal working periods may be extended in relation to workers who perform highly intermittent or simple presence duties and in cases of preparatory or complementary work that, for technical reasons, are necessarily carried out outside the normal working period, without prejudice to the rest periods provided for in this Law.

2. Maximum limits on normal working periods may be reduced whenever the increase in productivity allows it and, if there is no economic or social inconvenience, priority should be given to activities that involve greater physical or intellectual fatigue or increased risks to the health of workers.

3. Without prejudice to the provisions of article 93 of this Law, the increase or reduction of the maximum limits of normal working periods may, exceptionally, be established through a Government diploma on the proposal of the Ministers who oversee the area of Labor and the sector of activity in question, or through a collective regulation instrument of work.

4. The increase or reduction, provided for in the numbers above, cannot result in economic losses for the worker or unfavorable changes to their working conditions.

Article 95

(Work schedule)

1. Working hours result from the determination of hours beginning and end of the normal working period, including rest breaks.

2. It is up to the employer, after prior consultation with the body competent trade union, establish the working hours of the worker at their service, and the respective map must be endorsed by the competent labor administration body and posted in a clearly visible place in the workplace.

3. When determining working hours, the employer is, in particular, conditioned by the legal or conventional limits of the normal working period and the period of operation of the company.

4. To the extent of the requirements of the production process or nature of the services provided, the employer must set working hours compatible with the interests of workers.

5. Workers who exercises:

The) leadership and trust or supervisory management position;

B) functions whose nature justifies the provision of work under such a regime.

Article 96

(Alternating working hours)

1. It is permissible to adopt regular working hours of alternation in the working day that includes a maximum of four weeks of effective work.

2. The alternation regime must be carried out with strict obedience to the following:

The) the normal effective working period can be up to 12 hours with a minimum rest interval of 30 minutes;

B) rest cannot be less than half of the actual working time;

w) the worker's travel time to and from work counts for the purposes of the rest period;

d) weekly rest days, complementary rest days, holidays and time allowances that coincide with the actual working period are considered normal working days, granting the right to compensatory rest;

It is) the rest period does not replace the right to annual leave.

3. Working under a regime is considered extraordinary of alternation that exceeds the annual duration calculated at the rate of 48 hours per week, deducted for vacations, holidays and time allowances.

Article 97

(Work interruption)

1. The normal daily work period must be interrupted for an interval lasting no less than half an hour and no more than two hours, without prejudice to services provided on a shift basis.

2. Collective regulation instruments can establish a longer duration and frequency for the rest interval referred to in paragraph 1 of this article.

3. During continuous working hours, it is mandatory A rest interval of no less than half an hour is respected, which is counted as the effective duration of work.

Article 98

(Exceptional work)

1. Exceptional work is considered to be work that is carried out on time weekly, complementary rest, holiday or time tolerance.

2. The provision of exceptional work is mandatory, in cases force majeure to deal with a past or imminent accident, to carry out urgent and unforeseen work on machines and materials essential to the normal functioning of the company or establishment.

3. The employer is obliged to keep a work record exceptional, where, before the start of the provision of work and after its end, the respective notes are made, in addition to the express indication of the basis for the provision of exceptional work, and must be endorsed by the worker who performed it.

4. Provision of work on a weekly rest day, complementary period, holiday or period tolerance, without prejudice to alternating working hours, gives the right to a full day of compensatory rest on one of the following three days, except when the work performed does not exceed a period of five consecutive hours or alternated, in which case it is compensated with half a day of rest.

Article 99

(Overtime work)

1. Work performed outside the country is considered extraordinary normal working hours.

2. Overtime work may only be provided:

The) when the employer has to deal with additional work that does not justify the admission of a worker on a fixed-term or indefinite contract;

B) when there are compelling reasons.

3. Each worker can provide up to 96 hours of work overtime per quarter, and cannot perform more than eight hours of overtime per week, nor exceed 200 hours per year.

4. Overtime work is not considered to be performed by the worker exempt from working hours and that provided to compensate for periods of absence on the worker's initiative.

5. The employer must, in all cases, have a system record of overtime work performed.

Article 100

(Night work)

1. Night work is considered to be work performed between twenty hours of one day and the start time of the normal working period of the following day, except for work carried out in shifts, as provided for in the following article.

2. Collective regulation instruments can consider as night work work carried out in seven of the nine hours between twenty hours one day and five hours the next day.

Article 101

(Shift work)

1. Employers of continuous employment and those who have a operating periods exceeding the maximum limits of normal periods must organize work in shifts.

2. The working duration of each shift cannot exceed the maximum limits of normal working periods set out in this Law.

3. Shifts always work on a rotating basis, to that workers successively replace each other during regular work periods.

4. Shifts in the continuous working regime and workers that provide services that, by their nature, cannot be interrupted, must be organized in such a way as to grant workers a period of compensatory rest for a period, which must be equivalent to the service shift.

Article 102

(Part-time job)

1. Part-time work is one in which the number of hours that the worker undertakes to work each week or day does not exceed seventy-five percent of the normal full-time working period.

2. The percentage limit referred to in number 1 of this article may be reduced or increased by collective labor regulation instrument.

3. The number of days or hours of part-time work It must be fixed by written agreement and may, unless otherwise stipulated, be provided on all or some days of the week, without prejudice to the weekly rest period.

4. The part-time employment contract is subject to the form in writing, and must contain an indication of the normal daily or weekly working period with comparative reference to full-time work.

Article 103

(Provision of part-time work)

1. The established regime applies to part-time work in this Law or in a collective labor regulation instrument provided that, by its nature, the activity to be provided does not involve full-time work.

2. Part-time workers cannot receive treatment less favorable than a full-time worker, in a comparable situation, except when compelling reasons justify it.

SECTION X

Interruption of work provision

Article 104

(Weekly rest)

1. The worker has the right to weekly rest of at least least 24 consecutive hours on a day that is normally Sunday.

2. The weekly rest day may no longer coincide with Sunday in case of:

The) it is necessary to have a worker to ensure the continuity of services that cannot be interrupted;

B) workers in establishments selling to the public or providing services;

w) staff for cleaning services and preparatory and complementary work that must be carried out on the rest day of other workers;

d) workers whose activity, by its nature, must be carried out on Sunday.

3. In the cases referred to in number 2 of this article, you must Stipulate, preferably, on a systematic basis, another day of rest per week.

4. Whenever possible, the employer must provide workers belonging to the same household receive weekly rest on the same day.

Article 105

(Mandatory holidays)

1. National holidays are days when work is suspended for workers throughout the national territory.

2. They are considered holidays, without prejudice to others that are established by law, the following:

The) January 1st – New Year;

B) February 3rd – Mozambican Heroes Day;

w) April 7th – Mozambican Women's Day;

d) May 1st – International Workers' Day;

It is) June 25th – National Independence Day;

f) September 7th – Lusaka Accords Day;

g) September 25th – Armed Forces Day;

H) October 4th – Day of Peace and National Reconciliation;

i) December 25th – Family Day.

3. The clauses of the regulatory instrument are null and void collective labor agreement or individual employment contract that establish holidays on days other than those legally established, or that do not recognize this consecration.

4. The right to suspension from work does not cover workers who carry out activities that, due to their nature, cannot be interrupted, namely:

The) medical, hospital and medicine supply services;

B) water, energy and fuel supply;
w) post and telecommunications;
d) funeral services;
It is) loading and unloading of animals and perishable foodstuffs;
f) airspace and meteorological control;
g) firemen;
H) healthcare services;
i) private security;
j) large-scale production industry, with continuous work;
k) transport services;
l) hotel and restaurant services;
m) port handling and toll dock services.

5. Exceptionally, within the scope of the public interest, the Minister who oversees the Labor area may authorize work on public holidays, provided that the workers involved receive remuneration for exceptional work.

6. Whenever the public holiday coincides with Sunday, the suspension of work activity is deferred until the following day, except in the cases of work activities provided for in number 4 of this article.

Article 106

(Point tolerance)

1. It is the responsibility of the Minister who oversees the area of Labor grant time tolerance, which in any case must be announced at least two days in advance.

2. The granting of time tolerance gives the worker the right to suspend work without loss of remuneration.

3. The right to suspension from work does not cover activities provided for in number 4 of article 105 of this Law.

4. Point tolerance is regulated by special legislation.

Article 107

(Right to vacation)

1. The worker's right to paid vacation is non-waivable and in no case can it be denied.

2. Without prejudice to the provisions of article 109, vacations may be enjoyed during the calendar year to which they refer or the following year.

3. Exceptionally, vacations can be replaced by a supplementary remuneration, at the convenience of the employer or the worker, by agreement between both, and the worker must receive at least six working days.

Article 108

(Duration of vacation period)

1. The worker is entitled to 12 days of paid vacation in the first year of effective work and 30 days in subsequent years.

2. Effective service is considered the duration of the period normal working hours plus the time corresponding to public holidays, weekly rest days, holidays, justified and additional absences and time allowance.

3. The duration of the vacation period for workers with fixed-term contract of less than one year and more than three months, corresponds to one day for each month of effective service.

4. Vacation periods cover days in advance, postponement and accumulation of vacations.

5. Vacations count in calendar days.

Article 109

(Vacation plan)

1. The employer, in coordination with the trade union body, must prepare the vacation plan.

2. The employer may authorize the exchange of the beginning or vacation periods between workers in the same professional category.

3. If the nature and organization of the work, as well as production conditions require or allow it, the employer, upon prior consultation with the trade union body, may establish that all workers take their holidays simultaneously.

4. Spouses who work for the same employer Even if in different establishments, the right to enjoy vacations simultaneously must be granted.

5. The worker has the right to uninterrupted vacation.

6. The employer, by agreement with the employee, may divide holidays in periods of no less than six days, under penalty of compensating the worker for losses, proven to have been suffered due to the interpolated enjoyment of the holidays.

Article 110

(Advance, postponement and accumulation of vacations)

1. For imperative reasons linked to the company, satisfaction essential and urgent needs of society or the interests of the national economy, the employer may postpone the employee's total or partial enjoyment of vacations until the vacation period of the following year, and must communicate this in advance, as well as to the trade union body.

2. The employer and the worker may agree, in writing, the accumulation of a maximum of 15 days of vacation for every 12 months of effective service, provided that the accumulated vacations are taken in the year in which they reach the limit set in number 3 of this article.

3. Advances of more than 30 days are not permitted of vacation, nor the accumulation, in the same year, of more than 60 days of vacation, under penalty of forfeiture.

4. The expiry of holidays referred to in number 3 of this article only covers the number of vacation days that exceed the accumulated 60 days, unless the cause is attributable to the employer.

Article 111

(Holidays and sick days during the vacation period)

1. Holidays that occur during the vacation period are not are counted as vacation days.

2. Sick days do not count as vacation days when the illness, duly certified by a competent entity, has occurred during the holiday period and the employer is informed within a period that does not exceed 10 calendar days.

3. In the case provided for in number 2 of this article, The worker restarts, after discharge, the missed vacation period, if the employer does not set another date for its restart.

Article 112

(Concept and type of faults)

1. The absence of a worker on site is considered absenteeism of work and during the period for which he is obliged to provide his activity.

2. Absences can be justified or unjustified.

3. The following are considered justified absences:

The) five days, due to marriage;

B) five days, due to the death of a spouse, partner or partner, father, mother, children, stepchildren, brothers, grandparents, grandchildren, stepfather, stepmother, parents-in-law, sons-in-law and daughters-in-law;

w) two days, due to the death of uncles, cousins, nephews, grandchildren and brothers-in-law;

d) in case of impossibility to provide work due to a fact not attributable to the worker, namely illness or accident;

It is) those given by workers as mothers and/or fathers accompanying their own children or other minors under their responsibility admitted to a hospital;

f) those given for convalescence of working women in case of abortion before seven months prior to the expected birth;

g) the absence of the worker to provide assistance to the spouse, partner or civil partner, children under guardianship and foster care, father, mother, stepchildren, brothers, grandparents, stepfather, stepmother, parents-in-law, sons-in-law and daughters-in-law, in the event of illness or accident;

H) others, previously or subsequently authorized by the employer, for participation in sporting and cultural activities.

4. All unforeseen absences are considered unjustified in number 3 of this article.

5. Justified absences, when foreseeable, must be must be communicated to the employer at least two days in advance.

Article 113

(Presentation to the Health Board)

1. In case of absences due to illness for an uninterrupted period longer than 15 days, the employer may submit the worker to the Health Board or other duly licensed entities, for the purpose of making a decision on the worker's work capacity.

2. The employer may, on its own initiative or upon request of the worker, submit to the Health Board or other duly licensed entities, workers who, for health reasons, have their work profitability affected or who commit more than five days of sickness absence per quarter.

3. The worker's refusal to present himself to the Health Board without valid justification constitutes a disciplinary infraction.

4. The creation and regulation of the functioning of entities Private companies for the purposes of certifying workers' work capacity are the responsibility of the Government.

Article 114

(Effects of absences and justified absences)

1. Justified absences do not determine loss or damage of rights relating to the worker's remuneration, seniority and vacation.

2. Absences or absences justified under the terms of paragraph *It is*) of number 3 of article 112 of this Law, must not be deducted for the same period from vacation or remuneration.

3. The employer may not pay for justified absences referred to in paragraphs *d*) It is *It is*) of number 3 of article 112, without prejudice to the guarantees established in social security legislation.

Article 115

(Effects of absences and unjustified absences)

1. Unjustified absences always result in loss of the remuneration corresponding to the period of absence, which is also deducted from the employee's vacations and seniority, without prejudice to possible disciplinary proceedings.

2. Unjustified absences for three consecutive days or six interpolated days in a semester or the allegation of a demonstrably false justifying reason may be the subject of disciplinary proceedings.

3. Unjustified absence for 15 consecutive days constitutes presumption of abandonment of the job, giving rise to disciplinary proceedings.

4. In cases of unjustified absence of the worker for less time than the normal period to which he/she is obliged, the respective times are added to determine the normal periods of work missed and subject to a discount on remuneration.

5. The employer can apply the unjustified absence regime due to lack of communication by the worker about the impossibility of being present at work.

Article 116

(Leave without pay)

The employer may grant the employee, at his/her duly justified request, leave without pay for a period of time to be agreed between the parties.

SECTION XI

Job remuneration

Subsection I

General remuneration scheme

Article 117

(Concept and general principles)

1. Remuneration is considered to be what, under the terms of the contract individual or collective or uses, the worker has the right in return for his work.

2. Remuneration comprises the base salary and all regular and periodic payments made directly or indirectly, in cash or in kind.

3. The employer must guarantee an increase in the salary level of workers to the extent of growth in production, productivity, labor income and the country's economic development.

4. The Government, after consulting the Labor Advisory Committee, establishes the national minimum salary or wages applicable to workers integrated into sectors of activity.

Article 118

(Additional benefits to the base salary)

1. Temporary additional benefits to the base salary are available or permanent, by virtue of the contract or collective labor regulation instrument, or when exceptional working conditions or results occur, or even when specific circumstances justify it.

2. They constitute additional benefits to the base salary, namely specifically, the following:

The) the amounts received as subsistence allowances, transport expenses, installation expenses due to worker transfer and other equivalent expenses;

B) allowances for failures and meal allowances;

w) bonuses of an extraordinary nature granted by the employer;

d) payments for night work;
It is) payments for providing work under abnormal working conditions;
f) bonuses conditioned on work efficiency indicators;

g) the seniority bonus established in a collective labor regulation instrument;
H) shares in the share capital;
i) benefits due under other exceptional conditions.

3. The basis for calculating compensation for termination of the contract working hours only includes the base salary and the seniority bonus, unless the parties agree to include other additional benefits.

Article 119

(Remuneration types)

The remuneration modalities are as follows:

The) by income;
B) by time;
w) mixed.

Article 120

(Remuneration based on income)

1. Income-based remuneration is made directly depending on the concrete results obtained in work activity, determined according to the nature, quantity and quality of the work performed.

2. The income-based remuneration modality is applicable when the nature of the work, the uses of the profession, the field of activity or previously established standards allow it.

3. Piecework or work may be remunerated by performance.

Article 121

(Time-based pay)

Time-based remuneration is based on the period of time actually spent on work.

Article 122

(Mixed pay)

Mixed remuneration is based on time and is added to a variable portion of the worker's income.

Article 123

(Form, place, time and method of remuneration)

1. Remuneration must be paid:

The) in cash or in kind, provided that the non-cash portion, calculated at current prices, does not exceed twenty-five percent of the global remuneration;
B) at the workplace and during the work period or immediately following it, unless otherwise stipulated;
w) in certain periods of a week, a fortnight or a month, depending on what is established in the individual employment contract or collective labor regulation instrument.

2. Payments in kind must be appropriate to the interest and personal use of the worker or his family, established by agreement.

3. Payments are made directly to the employee in currency that is legal tender in the country or by check or bank transfer.

4. When paying remuneration, the employer must provide the worker with a document containing both their full names, the worker's professional category, the period to which the remuneration relates, detailing the basic remuneration and additional benefits, discounts and the net amount to be received.

Article 124

(Remuneration discounts)

1. Remuneration must not, pending the contract of work, suffer any discount or withholding that is not expressly authorized in writing by the worker.

2. The provisions of number 1 of this article do not apply to discounts in favor of the State, Social Security or other entities, as long as they are ordered by law, final court decision or arbitration decision, or resulting from the application of a fine for a disciplinary infraction, provided for in paragraph *d*) of article 64 of this Law.

3. Without prejudice to the provisions of number 1 of this article, the employer and workers may agree on other discounts in a collective labor regulation instrument.

4. Under no circumstances may the total value of discounts exceed one third of the worker's monthly salary.

5. For the purposes of the provisions of number 4 of this article, Discount does not mean the amount paid as an advance on salary at the employee's request.

Subsection II

Special remuneration schemes

Article 125

(Remuneration for overtime, exceptional and night work)

1. Overtime work must be paid with a amount corresponding to the remuneration for normal work, plus fifty percent, if performed up to midnight, and one hundred percent, beyond 8 pm, up to the start time of the normal working period the following day.

2. Exceptional work must be paid a fair amount corresponding to the remuneration for normal work, plus one hundred percent.

3. Night work must be repaid with an increase of twenty-five percent in relation to the remuneration for the corresponding work performed during the day.

4. This remuneration regime also applies shift work, with the necessary adaptations.

Article 126

(Remuneration for part-time work or internship)

1. Part-time work gives the right receiving remuneration corresponding to the worker's professional category or function, proportional to the time actually spent on work.

2. New graduates earn, during the internship period, post-vocational training, a remuneration not less than at least seventy-five percent of the remuneration corresponding to the respective professional category.

3. Without prejudice to the provisions of number 2 of this article, New graduates, when they are active workers, maintain the remuneration they have been earning, whenever the amount agreed for the internship period is lower.

Article 127

(Remuneration for leadership or trust positions)

1. The worker appointed to hold a management position or trusted person receives the remuneration corresponding to that position, which ceases to be paid as soon as the performance of that function ceases, and begins to receive the remuneration of the category he occupied or will occupy.

2. For the purposes of paragraph 1 of this article, it is understood that a position of leadership or trust that is discretionary designation of the respective holder, one that, due to the nature of their functions, is occupied by choice of the employer, from among workers who meet the established requirements, as long as they are duly qualified for the purpose.

3. Whenever due to professional qualifications the remuneration to which the employee is entitled is equal to or greater than that of the managerial or trust position to which he or she is appointed, the employee receives his or her previous remuneration plus at least twenty percent for as long as he/she remains in the new position .

Aarticle128

(Remuneration in exemption from working hours)

1. Workers exempt from working hours, with the exception Those who hold management and leadership positions are entitled to additional remuneration.

2. The criteria for setting the exempt worker's remuneration working hours must be established by individual contract or by collective work regulation instrument.

Aarticle129

(Remuneration for replacement and accumulation of functions)

1. Carrying out an activity under a replacement regime, for a period equal to or greater than 30 days gives the right to receive the remuneration of the category corresponding to that activity, while the performance lasts, except if the worker already receives a higher remuneration, he is entitled to an increase to be agreed by the parties.

2. There is an accumulation of management functions when the worker performs more than one function, for a period equal to or greater than 45 days, if it is not possible to replace him or her or another worker cannot be seconded, and the worker must additionally receive at least twenty-five percent of the remuneration of the function for the duration of this performance.

Subsection III

Remuneration protection

Aarticle130

(Salary guarantee)

1. In the event of insolvency or judicial liquidation of the company, the employee is considered a privileged creditor in relation to the remuneration owed to him, relating to the period prior to the declaration of insolvency or liquidation.

2. The remuneration referred to in number 1 of this article, that are privileged credit, must be paid in full before ordinary creditors can claim their share.

3. The period of license is also considered contractual suspension without remuneration, as well as in the case of maternity, as long as the employer is in good standing with Social Security and paternity leave, the latter being referred to in number 3 of article 15 of this Law.

Aarticle131

(Non-waiver of the right to remuneration)

Clauses by which the worker waives the right to remuneration or which stipulates the free provision of work or which make the payment of remuneration dependent on any uncertain fact are void.

CHAPTER IV

Suspension and Termination of the Employment Relationship

SECTION I

Suspension of the employment relationship

Aarticle132

(Suspension of the contract for reasons relating to the employee)

1. The individual work relationship is considered suspended in cases where the worker is temporarily prevented from working, due to a fact that is not attributable to him, as long as the impediment lasts for more than 15 days, namely:

The) during mandatory military service;

B) during the period in which the worker is provisionally deprived of liberty if, subsequently, he is exempt from criminal proceedings or acquitted.

2. Contractual suspension is also considered to be the period of leave without pay, as well as in the situation of maternity leave and paternity leave.

3. The worker is obliged to communicate in person or through an intermediary the fact that he is unable to perform his work, under penalty of the unjustified absence regime being applied to him.

4. During the period referred to in number 1 of this article, The rights, duties and guarantees of the parties inherent to the effective provision of work cease, maintaining the duties of loyalty and mutual respect.

5. The suspension starts even before 15 days have passed, so that it becomes certain or foreseeable that the impediment will last longer than that period.

6. The worker retains the right to the job, and must report to their respective place of work as soon as the impediment ceases or, in justified cases, within three working days or, within a period of not less than 30 calendar days, counting from the date of cessation of military service mandatory.

7. The provisions of this article do not prevent the extinction of the fixed-term employment contract, which reaches its term during the period of contractual suspension, by means of written communication.

8. Failure to reinstate the worker under suspension of the employment relationship, under the terms established in this article, corresponds to tacit dismissal without just cause, except in cases where there is objective impossibility of reinstatement based on the provisions of article 139 of this Law.

Aarticle133

(Suspension of the contract for reasons relating to the employer)

1. The employer can suspend employment contracts for economic reasons, understood as those resulting from market, technological reasons or other events that have or will foreseeably affect the normal activity of the company or establishment.

2. The employer must communicate, in writing, to each covered worker, the reasons for the suspension and indicate the start date and duration of the suspension, simultaneously sending copies of these communications to the ministry that oversees the Labor area and the company's trade union body or, in the absence of this, to the representative trade union association.

3. The suspension provided for in this article applies, with the necessary adaptations, the provisions of numbers 4 and 7 of article 132 of this Law.

4. During the period of suspension, the Inspection services- - General Labor Office may terminate its application, in relation to all or some of the workers, when it is verified that the reasons invoked do not exist or the admission of new workers to an activity or function likely to be carried out by the suspended workers.

5. During the period of suspension referred to in number 1 of the In this article, the worker is entitled to seventy-five percent, fifty percent and twenty-five percent of their respective remuneration, in the first, second and third month, respectively, and, in any case, they must not be lower the minimum wage, practiced in the sector of activity, except micro, small and medium-sized employers who can pay an amount not less than fifty percent of the minimum wage.

6. If the impediment persists beyond three months, payment of remuneration is suspended, and the parties may agree to a modification, in accordance with article 76 of this Law, or termination of the contract or employment relationship, without prejudice to the compensation to which the worker is entitled.

7. On the date of termination of the employment contract, the employer must make compensation calculated in accordance with article 139 of this Law available to workers, and the compensation may be divided into three installments, by agreement between the parties.

8. During the duration of the contractual suspension for reasons referred to in number 1 of this article, the employer cannot hire new workers to replace those targeted, otherwise the suspension will be considered null and void.

Article 134

(Suspension of the contract for reasons of force majeure and unforeseeable circumstances)

1. The individual employment relationship may be suspended in cases of force majeure, understood as any act of nature, unpredictable, inevitable and independent of human will, which consists of, in particular, catastrophe, earthquakes, epidemics and pandemics, floods, floods, cyclones, fires, landslides, earthquakes , volcanic eruptions or tsunamis, nuclear radiation, oil spills, pests or other occurrences that have or will foreseeably affect the normal activity of the company or establishment.

2. The individual employment relationship can also be suspended as a result of a fortuitous event, considered as an unforeseeable fact, despite being avoidable and foreseeably affecting the normal activity of the company or establishment.

3. This article is also applicable in cases of aggression eminent or effective by foreign forces, war, insurrection or acts of force that have or will foreseeably affect the normal activity of the company or establishment.

4. The provisions of number 3 of this article do not apply when the grounds for suspension constitute the normal risk of the activity.

5. With the end of the contractual suspension, the employer resumes payment of the worker's normal remuneration.

6. During the duration of the contractual suspension, the employer cannot hire new workers to replace workers under contractual suspension, under penalty of the suspension being considered null and void, except in situations of readaptation of the activity in which specialized technicians are required.

7. The employer cannot, on the grounds of unsustainability, company, terminate employment contracts and hire new workers to replace workers whose contracts have been terminated, under penalty of termination being considered without just cause.

8. The employer must communicate, in writing, to each covered worker, the grounds for the suspension and indicate the start date and duration of the suspension, if possible, simultaneously sending copies of the communications to the Ministry that oversees the Labor area and the company's trade union body and in the absence thereof, to the trade union body of the branch.

9. The suspension provided for in this article applies, with the necessary adaptations, the provisions of numbers 4 and 7 of article 132 of this Law.

10. During the period of suspension, the Inspection services- - General Labor Office may terminate its application, in relation to all or some of the workers, when it is verified that the reasons invoked do not exist or the admission of new workers to an activity or function likely to be carried out by the suspended workers.

SECTION II

Termination of the employment relationship

Article 135

(Forms of termination of the employment contract)

1. The employment contract may be terminated by:

The) expiry;

B) revocatory agreement;

w) denunciation by either party;

d) termination by either contracting party with just cause.

2. The termination of the employment relationship determines the termination of obligations of the parties relating to the fulfillment of the employment relationship and the establishment of rights and duties, in cases specifically provided for by law.

3. Termination of the employment contract produces legal effects from the knowledge of the same by the other contracting party, through a written document.

Article 136

(Causes of expiry)

1. The employment contract expires in the following cases:

The) the deadline has expired or the work for which it was established has been carried out;

B) due to the supervening, total and definitive inability to perform the work or, if that is only partial, due to the employer's inability to receive payment, except if the incapacity is attributable to the employer;

w) upon the death of the individual employer, unless the successors continue the activity;

d) with worker reform;

It is) with the death of the worker;

f) with the revocation of the administrative act that allows work in the Republic of Mozambique, in the case of foreign citizens.

2. Whenever a worker registered in the Security System If you meet the requirements to benefit from the respective pension, the expiration of your employment contract upon retirement is mandatory.

3. The expiry of the employment contract does not entitle the worker to granting the right to compensation.

Article 137

(Revocable agreement)

1. The agreement to terminate the employment contract must contain of a document signed by both parties, expressly containing the date of conclusion of the agreement and the date on which its respective effects began to take effect.

2. The worker can send a copy of the termination agreement employment relationship with the company's trade union body and the labor administration body, for assessment purposes.

3. The worker can terminate the effects of the agreement of revocation of the employment contract, by means of written communication to the employer, within a period not exceeding seven days, for which he must return, in full and immediately, the amount he has received as compensation.

4. Refusal of the proposal for a revocatory agreement given by either party, does not constitute just cause for termination of the contract by the person who refused to enter into the agreement.

Aarticle138

(Just cause for termination of employment contract)

1. In general, just cause for termination of the contract is considered serious facts or circumstances that make it impossible, morally or materially, to maintain the established contractual relationship.

2. The employer or worker may invoke just cause to terminate the employment contract, recognizing the counterparty's right to challenge the just cause, within a period of six months from the date of knowledge of the termination, with the exception of the provisions of number 3 of article 57 of this Law.

3. The just cause invoked by the employer terminates the relationship individual or collective work.

4. They constitute, in particular, just cause, on the part of the employer. cattleman:

The) the worker's manifest unfitness for the adjusted service, verified after the probationary period;

B) the culpable and serious violation of work duties by the employee;

w) detention or imprisonment if, due to the nature of the worker's duties, it jeopardizes the normal functioning of the services;

d) termination of the contract for economic reasons of the company, which may be technological, structural or market, provided for in article 139 of this Law.

5. They constitute, in particular, just cause, on the part of the worker:

The) the need to comply with any legal obligations that are incompatible with continued service and do not confer the right to compensation;

B) the occurrence of employer behavior that negligently violates the worker's legal and conventional rights and guarantees.

6. Termination of the employment contract, under the terms of the paragraphs *The*), *w*) It is *d*) of number 4 of this article, must be preceded by the formalities provided for in numbers 1 to 7 of article 142 of this Law, otherwise proof of just cause will not be admissible.

7. The manifest inability of the worker provided for in paragraph *The*) of number 4 of this article, must be proven through the continued reduction in productivity and quality, being only admissible when the worker has been given an adaptation period of no less than 60 days in the workplace after induction provided by the employer in accordance with the practices in use in the company.

8. Termination of the employment contract, in accordance with paragraph *w*) of number 4 of this article can only occur if the assumptions set out in the final part of paragraph *B*) of number 1, of article 132, of this Law and does not confer the right to compensation.

9. Whenever one of the contracting parties is forced to terminate the employment contract for a reason attributable to the other, is considered terminated with just cause.

10. Termination of the employment contract, on grounds in accordance with number 9 of this article, gives the worker the right to compensation provided for in article 139 of this Law.

Aarticle139

(Termination of the contract with just cause on initiative of the worker)

1. The worker may terminate the employment contract, with just cause, upon prior communication of at least seven days, indicating, expressly and unequivocally, the facts that substantiate it.

2. Termination of the employment contract for an indefinite period, with just cause on the part of the worker, gives him the right to compensation corresponding to 45 days' salary for each year of service and, on a prorated basis, for a fraction of time less than 12 months.

3. Termination of the fixed-term employment contract, with just cause on the part of the worker, gives him the right to compensation corresponding to the remuneration that would accrue between the date of termination and the agreed upon end of the contract term.

4. The worker who violates the deadline set out in number 1, of this article, you must pay the employer a fine corresponding to seven days' salary, to be deducted from the compensation to which you are entitled.

Aarticle140

(Denunciation of the employment contract by the worker)

1. The worker may terminate the employment contract, with prior notice, without the need to invoke just cause, as long as you communicate your decision, in writing, to the employer.

2. Unless otherwise stipulated, termination of the contract of fixed-term work, by decision of the worker, must be done at least 30 days in advance, under penalty of giving the employer the right to compensation for damages and losses suffered, in the amount corresponding to a maximum of one month's remuneration.

3. Termination of the employment contract for an indefinite period, Unless otherwise stipulated, by decision of the worker, it must be done with prior notice subject to the following deadlines:

The) 15 days, if the period of service is more than six months and does not exceed three years;

B) 30 days, if the length of service is more than three years.

4. The notice periods referred to in number 3 are counted on consecutive calendar days.

5. The worker who violates the provisions of number 3 of this article, must compensate the employer in the amount corresponding to the remuneration he would receive during the notice period.

Aarticle141

(Termination of the contract at the initiative of the employer with notice prior)

1. The employer may terminate one or more contracts of work, with prior notice, as long as this measure is based on structural, technological, or market reasons and proves to be essential to the competitiveness, economic sanitation, administrative or productive reorganization of the company.

2. For the purposes of this Law, the following are considered:

The) structural reasons - those relating to the reorganization or restructuring of production, the change of activity or the lack of economic and financial resources which may result in an excess of jobs;

B) technological reasons – those referring to the introduction of new technology, new processes or work methods or the computerization of services that may require a reduction in personnel;

w) market reasons – those that have to do with difficulties in placing goods or services on the market or with the reduction in the company's activity.

3. Termination of the employment contract, based on the reasons set out in number 2 of this article, gives the worker the right to compensation, equivalent to:

The) 30 days' salary for each year of service, if the worker's base salary, including the seniority bonus, corresponds to the value between one and seven minimum wages in the sector of activity;

B) 15 days' salary for each year of service, if the worker's base salary, including the seniority bonus, corresponds to a value between more than seven and eighteen minimum wages in the sector of activity;

w) five days' salary for each year of service, if the worker's base salary, including the seniority bonus, corresponds to the value of more than 18 minimum wages in the sector of activity.

4. Individual employment contracts and instruments of collective labor regulations may provide for other criteria or bases for calculating compensation that are more favorable to the worker than those provided for in number 3 of this article.

5. Whenever the employment contract for an uncertain term does not provide the term of termination, ending without just cause, the employer makes pecuniary compensation available to the worker under the terms established in number 3 of this article.

6. Termination of the employment contract, based on reasons structural, technological or market, may determine the termination of one or more contracts.

7. It is the responsibility of judicial authorities or law enforcement bodies to arbitration declare the resource abusive or the non-existence of the determining reasons for the application of the contract termination regime based on structural, technological or market reasons.

Article 142

(Formalities)

1. In the event of termination of the employment contract, the employer is obliged to communicate, in writing, to each worker covered, to the trade union body or, failing that, to the representative trade union association and to the Ministry that oversees the area of work.

2. The communications referred to in number 1 hereof article must be carried out, in relation to the scheduled date for termination of the employment contract, no less than 30 days in advance.

3. During the notice period, the employer is obliged to provide clarifications and provide the information requested by the General Labor Inspectorate.

4. In the case of a fixed-term contract, on the date of termination of the employment contract, the employer makes available to the covered worker a pecuniary compensation corresponding to the remuneration that would accrue between the date of termination and the date agreed for the end of the contract.

5. In the case of a contract for an indefinite period, compensation is paid in accordance with number 3 of article 139 of this Law, if the regime in article 143 of this Law does not apply to the case.

6. The worker's receipt of the compensation to which he referred to in numbers 4 and 5 of this article presumes acceptance of the termination and the reasons underlying it, as well as the satisfaction of their rights, unless the parties agree on reinstatement.

7. The presumption can be rebutted by challenging the fair cause of termination.

Article 143

(Collective dismissal)

Collective dismissal is considered whenever the employer, simultaneously or successively, within a period of 3 months, citing structural, economic, technological and market reasons, terminates more than eight employment contracts, in micro and small companies and more than 10 contracts of work in medium and large companies.

Article 144

(Procedure for collective dismissal)

1. When the employer foresees collective dismissal, it must inform the trade union bodies and workers covered and communicate to the Ministry that oversees the labor area, before the start of the negotiation process.

2. Information to workers is accompanied by:

The) description of the reasons given for collective dismissal;

B) the number of workers covered by the process.

3. The consultation process between the employer and the agency union, which cannot last more than 30 days, must deal with the basis of collective dismissal, the possibility of avoiding or reducing its effects, as well as the measures necessary to mitigate its consequences for the affected workers.

Article 145

(Burden of proof of lack of economic resources)

When challenging collective dismissal under the provisions of paragraph 2 of article 140 of this Law, the burden of proving the existence of structural, technological and market reasons lies with the employer.

Article 146

(Effects of dismissal of termination)

1. The judicial or arbitration decision nullifying the termination of the employment contract with just cause, at the initiative of the worker, constitutes an obligation to pay the employer compensation corresponding to half of the compensation provided for in numbers 2 and 3 of article 139 of this Law.

2. Declared judicially or by a similar entity If the grounds invoked for the termination of the employment contract are unfounded, the employee is reinstated in the job with the right to payment of the amount corresponding to the remuneration due between the date of termination of the contract and the date of effective reinstatement, up to a maximum of six months, minus the amount received, if applicable, as compensation at the time of dismissal.

3. By express choice of the worker or when circumstances objectives make his reinstatement impossible, the employer is obliged to pay compensation calculated in accordance with article 139 of this Law, counting towards seniority all the time elapsed between the date of termination and the date of the sentence declaring its nullity, up to the maximum six months.

4. The just cause for termination must be challenged within six months from the date of notification and is decided by the competent bodies according to the circumstances of the case.

Aarticle147

(Work certificate)

1. Whenever the employment relationship ends, regardless of the reason for termination, the employer must issue the employee a work certificate stating the period during which he/she was in his service, the level of professional capacity acquired and the position or positions he/she held.

2. The certificate cannot contain any other references, unless the worker requests this in writing.

3. If the worker does not agree with the content of the information, you may, within 30 days, appeal to the competent bodies to make appropriate modifications, if applicable.

CHAPTER V

Collective Rights and Collective Labor Relations

SECTION I

General principles

Aarticle148

(Right of association)

1. Workers and employers are assured, without any discrimination and without prior authorization, the right to free association and affiliation for the promotion and defense of socio-professional and business rights and interests.

2. Workers' and employers' associations may establish higher-level organizations which can join and establish relationships with similar international organizations.

Aarticle149

(Principle of autonomy and independence)

1. Without prejudice to the forms of support provided for in this By law or other legislation, employers are prohibited, individually or through an intermediary, from promoting the constitution, maintenance or operation, by any means, of workers' collective representation structures or, in any way, intervening in the organization and management, as well as how to prevent or hinder the exercise of your rights.

2. The representation structures of employers and workers are independent of the State, political parties, religious institutions and other forms of representation of civil society, any interference by them in their organization and management, as well as their reciprocal financing, is prohibited.

3. Public authorities must refrain from any intervention capable of limiting the exercise of trade union rights enshrined in this Law or preventing their legal exercise.

Aarticle150

(Objectives)

In the pursuit of their purposes, it is the responsibility, in particular, of trade unions or employers' organizations to:

The) defend and promote the defense of the legally protected rights and interests of its members;

B) participate in the drafting of labor legislation and in the definition and implementation of policies on employment, work, professional training and development, productivity, salary, protection, hygiene and safety at work and social security;

w) exercise, under legally established terms, the right to collective bargaining;

d) collaborate, in accordance with the law, with the General Labor Inspectorate in controlling the application of labor legislation and collective labor regulation instruments;

It is) be represented in organizations, international conferences and other meetings on labor matters;

f) issue opinions on reports and other documents related to the normative instruments of the International Labor Organization;

g) promote activities relevant to fulfilling the commitments and obligations assumed by the Country in labor matters.

Aarticle151

(Administrative, financial and patrimonial autonomy)

1. In pursuing their objectives, trade union associations and employers enjoy the right to enter into contracts and acquire, free of charge or for consideration, movable or immovable assets and dispose of them in accordance with the law.

2. In pursuing their objectives, trade union associations and employers enjoy the ability to raise financial resources and dispose of them.

3. Trade unions or employers' organizations enjoy the right to draw up its statutes, to elect its representatives, to organize its management and activities and to formulate its action programs.

4. Trade unions or employers' organizations must respect, in its organization and functioning, democratic principles, namely, electing its governing bodies, establishing the duration of their mandates and promoting the participation of its members in all aspects of the organization's activity.

Aarticle152

(Protection of trade union freedom)

Any agreement or act aimed at:

The) make the worker's employment subject to the condition of joining or not joining a trade union association or withdrawing from the one in which he or she has registered;

B) apply a sanction resulting from the fact that the worker has participated in or promoted the exercise of freedom of association, within the limits of the law, of a collective right;

w) transfer or, in any way, harm the worker due to the exercise of rights relating to participation in collective representation structures or due to union membership or non-membership or their union activities.

Aarticle153

(Freedom of membership and collection of dues)

1. The worker or employer is free to join the respective representative bodies, with any discrimination due to lack of affiliation being prohibited.

2. The worker is not obliged to pay dues to the union in which it is not registered, any charging system that violates workers' individual or collective rights, freedoms and guarantees is unlawful.

3. There can only be one union committee in the company.

4. If the company's workers are affiliated in different unions, the union committee must be constituted according to criteria of proportional representation, to be regulated in a collective labor regulation instrument.

5. Unionized workers must pay dues to the union in which it is affiliated under the terms established in the respective statutes.

6. For the purposes of the provisions of number 5 of this article, the union committee must present, in writing, the nominal list of unionized workers, signed by each worker, to allow the employer to withhold deductions at source.

7. The declaration of a worker who is visually impaired, or who does not knows how to write, it must be signed by request, by third parties containing the identification details of both, with the person's fingerprint being essential.

SECTION II

Constitution of trade unions and employers' associations

Aarticle154

(Acquisition of legal personality)

Trade unions or employers' associations acquire legal personality by registering their statutes with the central labor administration body.

Aarticle155

(Registration conditions and procedures)

1. The application for registration of any trade union association or employers is addressed to the Minister who oversees the labor area or to the body to which he delegates, accompanied by the following documents:

The) minutes of the constituent assembly;
B) nominal list of those present at the constituent assembly;
w) association statutes;
d) negative certificate of the association's name;
It is) document proving the publication of the notice of the constituent assembly.

2. Applies, alternatively, with the necessary adaptations to the constitution, registration and operation of the trade union or employers' association the general regime of associations.

Aarticle156

(Irregularity supply)

If the registration request is vitiated by an irregularity, this will be made known to interested parties so that they can rectify it within the deadline indicated to them.

Aarticle157

(Content of the statutes)

The statutes of trade unions or employers' organizations must contain, in particular, the following elements:

The) the name, headquarters, sectoral and geographic scope of the organization, the purposes it pursues and the time for which it is constituted, if it is for a specific period;
B) the form of acquisition and loss of membership status;
w) the rights and duties of partners;
d) the right to elect and be elected to its governing bodies and to participate in the activities of the associations in which it is a member;
It is) the disciplinary regime;
f) the composition, form of election and functioning of corporate bodies, as well as the duration of their respective terms of office;
g) the creation and operation of delegations or other decentralized organization systems;
H) the financial administration regime, budget and accounts;
i) the process of amending statutes;
j) the display, dissolution and liquidation of your assets.

Aarticle158

(Name, registration, publication and endorsement)

1. The name of each trade union or business organization gators must make it possible, in the best possible way, to identify them so as not to be confused with that of any other organization.

2. The organization's constitution requirements have been verified union or employers, the central labor administration body registers it, in its own book, within 30 days from the date of deposit.

3. After registration, the statutes are subject to publication at the *Republic Bulletin*, with the costs being borne by the interested parties.

4. They are subsequently recorded in the specific book or dossier registration of associations any relevant acts in the life of associations, such as their alteration, merger, dissolution and election of bodies.

Aarticle159

(Corporate bodies and identification of holders)

1. Without prejudice to others provided for in the respective statutes, trade unions or employers' associations must have the corporate bodies provided for in the general regime of associations, namely, the general assembly, the management and the fiscal body.

2. The chairman of the constituent assembly must send the central body of labor administration the identification of the heads of the corporate bodies together with the respective minutes.

3. Until the associations deliver of the document referred to in number 2 of this article, the acts carried out by these corporate bodies are ineffective.

Aarticle160

(Constituent Assembly)

1. The constituent assembly of any trade union organization or employers must be convened with the widest publicity, through any means of social communication and through the newspaper with the largest circulation, and must allow all interested parties to freely express their opinions.

2. The constituent assembly draws up the nominal list of participating employers or workers, and the deliberations taken must be recorded in specific minutes.

3. The provisions of this article also apply the alteration, merger and dissolution of trade unions or employers' organizations.

SECTION III

Subjects of collective labor relations

Aarticle161

(Workers' representative structures)

1. Trade union organizations can be structured as delegates union, union or company committee, trade union and general confederation.

2. For the collective defense and pursuit of their rights and interests, workers can establish:

The) union delegate – representative body of workers in small companies;
B) union or company committee – base body, representative of the union in the establishment or company;
w) union – association of workers for the promotion and defense of their rights, social and professional interests;
d) general confederation – national association of trade unions.

3. In companies or services where there is no union body, The exercise of trade union rights is the responsibility of the immediately superior trade union body or the workers' committee elected at a general meeting expressly called for that purpose by a minimum of twenty percent of the total number of workers.

Aarticle162

(Union responsibilities)

In pursuing the objectives defined in article 148 of this Law, the union's responsibilities include:

The) promote and defend the rights and interests of workers who exercise the same profession or who are part of the same field of activity or related activity;

B) represent workers in the negotiation and conclusion of collective labor regulation instruments;

w) provide economic, legal, judicial, social and cultural support services to its members;

d) conclude cooperation agreements with similar national and international organizations.

Aarticle163

(Competences of the union committee and its constitution)

1. In pursuit of the objectives defined in article 149 of this Law, the trade union committee is responsible, namely:

The) represent the company's or establishment's workers before the employer in the negotiation and conclusion of company agreements, in the discussion and solution of socio-professional problems in their workplace;

B) represent the union before the employer and workers of the company or establishment.

2. The members of the union committee are elected at a meeting of workers who are members of the respective union, expressly called for this purpose, from among the workers of the company or establishment.

3. The number of members of the trade union committee and the duration of its mandates are determined by the statutes of the respective union.

4. Trade union delegates have the same powers as union committees.

5. The union must communicate identification to the employer of the members of the union committee elected within a maximum period of 15 days after its constitution.

Aarticle164

(Confederation responsibilities)

In pursuing the objectives defined in article 150 of this Law, the confederation is responsible for:

The) promote and defend the interests of workers before the Government and employer confederations;

B) propose directly to the Government, after consulting trade union associations, whether affiliated or not, changes to current labor legislation;

w) represent trade union associations in any negotiations with employers' confederations;

d) establish cooperative relationships with similar international organizations;

It is) provide support services to affiliated organizations.

SECTION IV

Exercise of trade union activity

Aarticle165

(Meetings)

1. Trade union delegates, trade union committees and unions may hold meetings on union matters at workplaces, in principle, outside the normal working hours of their members.

2. Heads of trade union bodies must benefit of a credit of hours to be mandatorily established in a collective labor regulation instrument.

3. Assembly meetings may take place in workplaces of workers, outside normal hours, upon call by the union, or of at least one third of the company's or establishment's workers.

4. Without prejudice to the provisions of the previous paragraphs, whether Trade union delegates, whether trade union committees, trade unions or workers' assemblies, may meet at workplaces and within normal working hours, subject to prior agreement with the employer.

5. The meetings, provided for in the previous paragraphs, are shared nicated to the employer and workers at least 24 hours in advance.

Aarticle166

(Right to display and trade union information)

1. Unions may post in workplaces, in an appropriate place and accessible to all workers, texts, notices, communications or information regarding union life, as well as ensuring their distribution.

2. All matters not covered by this Law, namely, the allocation of a time fund and facilities for carrying out trade union activity, are the subject of negotiation between the trade union body and the employer.

Aarticle167

(Protection of corporate body holders)

1. Members of the governing bodies of trade union associations, of union committees and union delegates cannot be transferred from the workplace without prior consultation with those associations and cannot be harmed, in any way, due to the exercise of their union functions.

2. The employer is prohibited from terminating without just cause the employment contract of members of the governing bodies of trade union associations and trade union committees, for reasons attributable to the exercise of their trade union functions.

SECTION V

Freedom of association for employers

Aarticle168

(Constitution and autonomy)

1. Employers' organizations or associations They are independent and autonomous and can form a federation and confederation, either at the regional level or by branch of activity.

2. For the purposes of number 1 of this Law, the following definitions apply:

The) federation – the organization of associations of employers in the same field of activity;

B) confederation – the association of federations.

Aarticle169

(Exceptional measures)

Entrepreneurs who do not employ workers or their associations can join employers' organizations and cannot intervene in decisions regarding labor relations.

SECTION VI

Collective bargaining regime

Subsection I

General provisions

Aarticle170

(Object)

1. Collective regulation instruments are intended to The aim is to establish and stabilize collective labor relations and regulate, in particular:

The) the reciprocal rights and duties of workers and employers bound by individual employment contracts;

B) the method of resolving conflicts arising from its conclusion or review, as well as the respective extension process.

2. Within the limits established by law, the parties may freely establish the content of the respective collective labor regulation instruments, which must not establish less favorable regimes for workers or limit the employer's management powers.

Aarticle171

(Principle of good faith)

1. The employer or its association or trade union body are obliged to respect, in the process of negotiating collective labor regulation instruments, the principle of good faith, namely, providing the counterparty with the necessary, credible and appropriate information for the smooth running of negotiations and not calling into question matters already agreed.

2. Employers and trade unions are subject to the duty of secrecy regarding information received under confidentiality.

3. Without prejudice to the provisions of number 2 of this article, Trade union bodies have the right to provide information on the progress of negotiations to their members and higher-level trade union bodies.

4. The standards established in regulatory instruments Collective employment contracts cannot be excluded by individual employment contracts, except when these provide for more favorable working conditions for workers.

Aarticle172

(Scope and legitimacy)

1. The legal regime of collective labor regulation applies to all types of companies or establishments.

2. They only have the legitimacy to negotiate and celebrate collective labor regulation instruments for employers and workers through their respective organizations or associations.

3. In the case of public companies, they have legitimacy to negotiate and conclude collective regulatory instruments, chairmen of the board of directors and their delegates with sufficient powers to contract.

Subsection II

Collective bargaining procedure

Aarticle173

(Beginning of the negotiation process)

The collective bargaining process begins with the presentation of a proposal to conclude or review a collective labor regulation instrument.

Aarticle174

(Proposal for collective regulation)

1. The initiative to present celebration proposals or review of collective labor regulation instrument belongs to the trade union organization or the employer or its association and must be put in writing.

2. For the purposes of paragraph 1 of this article, the body union presents the proposal to the employer or its association and vice versa.

3. The proposal must expressly indicate the matters on which must be negotiated and must be substantiated, in particular, based on current labor legislation and other applicable standards, always reporting on the economic and financial situation of the company, based on the reference indicators of the sector of activity in which it operates. .

4. In the negotiation and conclusion of regulatory instruments collective work arrangement, the trade union body and the employer or its association may resort to the services and technical assistance of experts of their choice.

Aarticle175

(Response)

1. The employer or its association or trade union body The recipient of a proposal to conclude or review a collective labor regulation instrument has a period of 30 days to present its response, in writing, which can be extended by agreement between the parties.

2. The response must expressly indicate the accepted matters and include, for those not accepted, a counter-proposal, which may cover matters not covered in that proposal.

3. In addition to current labor legislation and other standards applicable, the counter-proposal must be based on the company's economic and financial situation, considering the reference indicators of the sector of activity.

4. The employer or its association or trade union body send a copy of the proposal and justification to the ministry responsible for the work area.

5. The employer or association for which the proposal is intended has the duty to respond to the proposing entity, under penalty of applying the regime provided for in number 6 of this article.

6. In the absence of a response to the proposal, within 30 days, The employer or its association or trade union organization may request mediation from public or private conciliation, mediation and arbitration bodies, under the terms established in this Law.

Aarticle176

(Direct negotiations)

1. Direct negotiations must begin within 10 days upon receipt of the response, unless another deadline has been agreed in writing.

2. At the beginning of negotiations, negotiators from both The parties must identify themselves, establish a negotiation calendar and other rules that negotiation contacts must comply with.

3. At each negotiation meeting, the
and faithfully recorded by the parties the conclusions on the matters agreed and those that will be discussed in the future.

Aarticle177

(Content of collective regulation instruments work)

1. Collective labor regulation instruments
must regulate:

The) the relationships between trade unions and the employers that grant them;

B) the reciprocal rights and duties of workers and employers;

w) the mechanisms for extrajudicial dispute resolutionfl individual or collective work obligations, provided for in this Law.

2. Collective labor regulation instruments
must indicate:

The) the period during which they remain in force, as well as the form and deadline for their termination;

B) the territorial scope of its validity;

w) the trade union and employer bodies or associations covered by them.

Aarticle178

(Form and conference of collective regulatory instruments) work activity)

1. Collective labor regulation instruments, including interim agreements reached by the parties in the negotiation process, are in written form.

2. Collective labor regulation instruments
must be checked, dated and signed by the representatives of the parties.

Aarticle179

(Deposit of collective regulation instruments work)

1. The original of collective regulation instruments of work is delivered to the Ministry that oversees the work area, for the purposes of verifying its legal compliance and deposit, within 20 days from the date of its execution.

2. If within 20 days following the deposit of the instrument of collective labor regulation if the labor administration body does not decide otherwise in writing, it is considered accepted and becomes effective.

Aarticle180

(Deposit refusal)

The labor administration body may refuse to deposit the collective labor regulation instrument on the following grounds:

The) violation of the public order regime protecting workers' rights;

B) non-compliance with the mandatory content regime.

Aarticle181

(Disclosure and publication)

Employers and trade unions are obliged to disseminate collective labor regulation instruments among workers, place them in an accessible place for everyone to consult, provide the necessary clarifications, and may organize events for this purpose.

Aarticle182

(Linking to collective regulation instruments work)

1. Collective regulation instruments bind
employers, signatories or those covered by them and those who in any capacity succeed them.

2. The link referred to in number 1 of this article covers workers in service, regardless of the date of their admission.

Aarticle183

(Validity and effectiveness of regulatory instruments collective work)

1. Collective labor regulation instruments
remain fully in force until they are modified or replaced by others.

2. Collective labor regulation instruments
They can only be denounced on the date stipulated in them or, failing that, 60 days before the end of their period of validity with the presentation of a new modification proposal.

3. During the validity period of the instruments of collective labor regulations, employers and workers must refrain from adopting any behavior that puts compliance with them at risk.

4. During the period referred to in number 2 of this article, the Workers must not resort to strike as a way of provoking the modification or review of collective labor regulation instruments, unless the circumstance provided for in number 4 of article 201 of this Law occurs.

Aarticle184

(Adhesion Agreement)

1. Companies or establishments in the same sector of activity may adhere, in whole or in part, to the collective labor regulation instruments in force, and must communicate such adherence to the competent local labor administration body, and send the respective text within 20 days from the date of its accession.

2. Membership is signed by the employer and the organization union after the necessary negotiation consultations, under the terms established in this Law.

3. Collective labor regulation instruments,
to which the parties have adhered, take effect between them both, except in those aspects in which, by agreement, reservations have been established.

Aarticle185

(Cancellation of clauses)

Interested workers, trade unions and employers may bring an action before the competent courts to annul the provisions of collective labor regulation instruments that they consider to be contrary to the law.

Subsection III

Conflworking methods and resolution modes

Aarticle186

(Principles)

The bodies responsible for resolving labor conflicts comply with the principles of impartiality, independence, procedural speed, equity and justice.

Aarticle187

(Ways of resolving work conflicts)

1. Conflicts arising from the conclusion of the contract of labor or collective labor regulation instruments can be resolved through alternative extrajudicial mechanisms, through conciliation, mediation or arbitration.

2. Extrajudicial resolution of labor disputes can be carried out by public or private entities, for profit or not, under the terms agreed by the parties or, in the absence of agreement, in accordance with the provisions of this Law.

3. In mediation processes, the worker can
- be represented by the trade union body and the employer by the employers' association.

4. The creation and functioning of conciliation bodies, Mediation and arbitration is regulated by specific legislation.

Aarticle188

(Beginning of the labor dispute resolution process)

1. The process of resolving labor disputes begins with the communication and request for intervention, by one or both parties, from the body of their choice, for the purposes of conciliation, mediation or arbitration.

2. The communication referred to in number 1 hereof article must be made in accordance with the procedures prescribed in this Law and in the specific regulation.

3. If the choice of the body was made by one of the parties and the other does not agree, the appointment is made by decision of the Labor Mediation and Arbitration Commission.

Aarticle189

(Labor conciliation and mediation)

Conflicts arising from labor relations may be submitted to labor conciliation and mediation before being referred to arbitration or labor courts, except in cases of precautionary measures.

Aarticle190

(Regime applicable to conciliation)

Conciliation is optional and follows the mediation regime, with the necessary adaptations.

Subsection IV

Mediation

Aarticle191

(Mediation)

The request for mediation must indicate the disputed matter and provide the elements likely to help the mediator in resolving the conflict and the respective reasons.

Aarticle192

(Mediation process)

1. The mediation and arbitration body appoints, within the three days subsequent to receiving the request for intervention, the mediator must inform the parties of the date, time and place of mediation.

2. The mediation period must not exceed 30 days, counting from from the date of the request, unless the parties agree on a longer period.

3. In the case of a work conflict, if there is a lack of attendance unjustified from the trade union body or the employer, in the mediation session, the mediator may extend the period set out in number 2 of this article by a maximum of 30 days.

4. If the party who requested mediation does not appear on the day of the mediation hearing without a justified reason, the mediator must close the case, and if the other party fails to appear, the mediator must officially refer the case to arbitration, and the defaulting party must pay a fine set by the center mediation and arbitration.

5. The mediator may request the parties or other entities competent authorities, the data and information deemed necessary, as well as making contact with the parties, jointly or separately, or using any other appropriate means to resolve the conflict.

6. If the parties reach consensus, the text is prepared of the minutes which is communicated to the parties who sign it and in case of refusal to sign, the punitive measures provided for in number 4 of this article apply.

7. If there is an impasse in resolving the labor dispute during the mediation period or if there is no resolution at the end of the same period, the mediator must issue a certificate of impasse.

Subsection V

Labor arbitration

Aarticle193

(Types of arbitration)

1. Arbitration may be voluntary or mandatory.

2. Arbitration is voluntary whenever agreed by the parties.

3. Voluntary arbitration follows the regime of articles 196 198 of this Law and the specific legislation that regulates labor arbitration.

4. Arbitration is mandatory under article 194 of this Law.

Aarticle194

(Mandatory arbitration)

1. When a company is involved in the labor conflict public sector or an employer whose activity is aimed at satisfying the essential needs of society, arbitration may be made mandatory, by decision of the Labor Mediation and Arbitration Commission, after consulting the Minister responsible for the work area.

2. Activities aimed at satisfying the essential needs of society, namely those contained in number 4 of article 105 of this Law.

3. The mandatory arbitration process continues, with the necessary adaptations, the regime of articles 195 et seq. of this Law.

Aarticle195

(Appointment of arbitrator or constitution of an arbitration committee)

1. The arbitration committee is made up of three elements, designating each party is its own arbitrator and the third party, who presides, is appointed by the labor mediation and arbitration body.

2. All labor mediation and arbitration centers must communicate to the Labor Mediation and Arbitration Commission about the matter in dispute, the beginning and end of the arbitration.

3. Managers, directors, administrators, representatives, consultants and employees of the employer involved in the dispute, as well as all those who have a direct financial interest in it or related to any of the parties.

4. The provisions of number 3 of this article also apply to spouses or those living in a de facto union, relatives in a direct line or up to the third degree of the collateral line, to relatives, adopters and adoptees of the aforementioned entities.

Aarticle196

(Arbitration process)

1. The parties may submit the matter to arbitration disputed, if the conflict is not resolved during mediation.

2. If only one of the parties submits the matter to arbitration dispute, the other party must agree to submit to this means of extrajudicial conflict resolution.

3. Within five days following the request for arbitration, The conciliation, mediation and arbitration body appoints the arbitrator, who is president in cases of arbitration carried out by an arbitration committee, and communicates to the parties the date, time and place of the arbitration.

4. In cases of arbitration carried out by an arbitration committee, the mediation and arbitration body notifies the parties in agreementflIt is necessary to, within three days, each appoint the arbitrator of their choice.

5. The arbitrator or arbitration committee must conduct the process arbitration as it deems appropriate to resolve the conflict fairly and quickly, taking into account its merit and the minimum required formalities.

6. Under the discretion of the arbitrator, in determining appropriate procedures, either party to the agreementflIt can produce evidence, call witnesses, ask questions and present the respective argument.

7. The parties to the dispute may be represented by the trade union body, employers' association or representatives.

8. The arbitrator or arbitration committee must render the arbitration decision, in writing, with the respective reasons, within 30 days from the last day of the hearing of the parties.

9. The arbitrator or arbitration committee sends a copy of the decision arbitration to each of the parties, as well as to the local conciliation, mediation and arbitration body and to the Ministry that oversees the labor area, for deposit purposes, within 15 days following the decision being taken.

10. The arbitrator or arbitration committee may, of its own motion, or at the request of the parties, correct any material error contained in the decision rendered.

Aarticle197

(Technical support in arbitration)

1. The arbitration committee or arbitrator may request the parties and the competent state bodies or services, the data and information it deems necessary for decision-making.

2. The costs of voluntary arbitration are borne by the parties under the terms and conditions agreed by them and, in the absence of agreement, in equal shares.

3. The arbitration committee or arbitrator shall not make a decision on the distribution of arbitration expenses, unless one of the parties or their representative has acted in bad faith.

4. The arbitration committee or arbitrator and the experts who assist him are subject to the duty of secrecy regarding information received under confidentiality.

Aarticle198

(Arbitration decision)

1. The arbitration decision rendered under this Law is binding and must comply with current legislation and be deposited in accordance with the regulations of labor mediation and arbitration centers.

2. The arbitration decision produces the same effects as a sentence judicial and constitutes an executive title.

3. The arbitration decision is subject to appeal for annulment brought before the competent labor court.

SECTION VII

Right to strike

Subsection I

General provisions regarding the strike

Aarticle199

(Notion of strike)

A strike is considered a collective and concerted abstention, in accordance with the law, from providing work with the aim of persuading the employer to satisfy a common and legitimate interest of the workers involved.

Aarticle200

(Right to strike)

1. Strike constitutes a fundamental right of workers.

2. The right to strike is exercised by workers with a view to to defend and promote their legitimate socio-labor interests.

Subsection II

General principles

Aarticle201

(Resort to strike)

1. The use of strikes is decided by the trade unions, after consultation with workers.

2. In companies or services where there is no body union, the recourse to strike is decided in a general meeting of workers expressly called for this purpose by a minimum of twenty percent of the total number of workers in the company or sector of activity.

3. Workers must not resort to strike without first try to resolve the collective conflict through alternative means of conflict resolution.

4. During the validity of regulatory instruments collective, workers must not resort to strike, except in the face of serious violation of their rights by the employer and only after exhausting the means of resolving the conflict referred to in number 3 of this article.

Aarticle202

(Democraticity)

1. The general assembly of workers, referred to in number 2 of article 201 of this Law, can only deliberate validly if at least two thirds of the company's or establishment's workers are present.

2. The decision to resort to strike is taken by an absolute majority of the workers present.

Aarticle203

(Freedom to work)

1. Workers on strike must not impede access to the company's facilities, nor resort to violence, coercion, intimidation or any other fraudulent maneuver in order to force the remaining workers to join the strike.

2. The employer cannot force the worker to fully exercise of strike to return to work, nor threaten any disciplinary sanction.

Aarticle204

(Prohibition of discrimination)

Any act aimed at dismissing, transferring or, in any way, harming a worker for joining a strike declared in accordance with the law is prohibited, considered null and void.

Aarticle205

(Representation of striking workers)

1. Workers on strike are, for all intents and purposes, represented by the respective trade union body or by one or more workers elected by the general assembly, in accordance with article 201 of this Law.

2. The entities referred to in number 1 of this article may delegate their powers of representation.

Aarticle206

(Duties of the parties during the strike)

1. During the strike, striking workers are obliged to ensure the minimum services essential for the safety and maintenance of the equipment and facilities of the company or service, so that, once the strike is over, they can resume their activity.

2. The determination of minimum services may include of collective labor regulation instruments and, in the absence of these, in accordance with number 3 of this article.

3. During the notice period, the trade union body and the employer, by agreement, must determine the minimum services and indicate the workers responsible for carrying them out.

4. In the absence of the agreement referred to in number 3 of this article, the determination of services and the appointment of workers to provide them is carried out under the mediation of conciliation, mediation and arbitration bodies.

5. In companies or services aimed at satisfaction essential needs of society, the regime of obligations during the strike is set out in article 209 of this Law.

6. Without prejudice to the provisions of number 2 of this article, union leaders cannot be appointed to provide minimum services.

7. For the purposes of the agreement to determine minimum services and appointing workers to perform them, the parties must act in accordance with the principles of good faith and proportionality.

8. The employer must not replace striking workers by other people who, at the date of the notice, did not work in the company or service.

Aarticle207

(Prohibition of*lockout*)

1. It is prohibited to*lockout*.

2. It is considered*lockout*any decision of the employer closing the company or services or suspending work that affects part or all of its sectors, with the intention of exerting pressure on workers, in order to maintain existing working conditions or establish less favorable ones.

Aarticle208

(Exceptional employer measures)

1. The employer can totally or partially suspend the company's activity while the strike lasts, given the imperative need to safeguard the maintenance of the company's facilities and equipment or to guarantee the safety of workers and other people.

2. Taking the measures referred to in number 1 of this article must be communicated to the Ministry responsible for the work area within the following 48 hours.

3. The employer may, while the strike lasts, replace workers during the strike period, if legal formalities are not complied with.

4. For the purposes of the provisions of number 3 of this article, The employer must request an opinion from the Ministry that oversees the labor area, to be issued within a period of no more than 48 hours, on whether or not the legal formalities of the strike have been complied with.

Subsection III

Special strike regimes

Aarticle209

(Strike in essential services and activities)

1. In services and activities that are intended to satisfy essential needs of society, workers on strike are obliged to ensure, during the period in which the strike lasts, the provision of the minimum services essential to satisfy those needs.

2. In the sectors covered by the regime of this article, the determination of minimum services must be included in a collective labor regulation instrument and, in the absence of this, it is up to the local bodies of the Ministry that oversees the work area and the Ministry that oversees the activity to be determined, after consulting the employer and the trade union body.

3. They cannot be appointed to provide services referred to in the previous paragraphs, the leaders of the trade union organization, with the exception of the provisions of number 2 of article 217 of this Law.

4. Services and activities aimed at satisfaction are considered of society's essential needs, those that cannot be interrupted, in accordance with number 4 of article 105, of this Law.

Aarticle210

(Strike in free zones)

The strike in the free zones complies with the provisions of article 209 of this Law.

Subsection IV

Procedures, effects and effective exercise of the strike

Aarticle211

(Prior notice)

1. Before the start of the strike, the trade union body must communicate, in writing, within a minimum period of five working days and within normal working hours, to the employer and the Ministry that oversees the work area.

2. In companies or services that aim to satisfy essential needs of society, the notice of strike is seven days.

3. Pre-notice of strike, accompanied by the respective notebook claim, must mention the sectors of activity covered by it, the day and time of the start of the strike, as well as the expected duration.

Aarticle212

(Conciliatory actions)

During the strike notice, the Ministry that oversees the labor area or the conciliation, mediation and arbitration body, on its initiative or at the request of the employer or trade union body, may develop conciliatory actions that it deems appropriate.

Aarticle213

(Strike takes place)

1. After the notice period has elapsed and formalities have been completed legal, workers can go on strike, as long as they have ensured the provision of the minimum services, provided for in article 209 of this Law.

2. Conciliation and mediation bodies or administration bodies workplace can promote conciliatory actions with a view to helping the parties reach an agreement.

3. The strike must be carried out in strict compliance with the rules legal, with the use of violence against people and the destruction of property being prohibited.

Aarticle214

(Effects of the strike)

1. The strike is suspended, with regard to workers who participate in it adhere to and for as long as it lasts, the relationships arising from the employment contract, namely the right to remuneration and the duty of subordination and attendance.

2. Without prejudice to the provisions of number 1 of this article, the strike does not suspend rights, duties and guarantees that do not depend on or imply the effective provision of work, namely, social security matters, benefits due due to accidents or occupational illnesses and the duty of loyalty.

3. The suspensive effects of the strike do not occur, in relation to remuneration, in cases where there is a clear violation of the collective labor regulation instrument by the employer.

4. The suspensive effects of the strike also do not occur in relation to workers who are providing minimum services.

5. During the period of suspension, the seniority of workers on strike nor the effects resulting from them, except those that presuppose the effective performance of work.

Aarticle215

(Illicit strike)

1. A strike declared and carried out outside the law is illegal, namely, in cases of resorting to strikes prohibited by law, violating the procedures for calling them or using violence against people and property.

2. During the period of the illegal strike, it applies to striking workers the regime of unjustified absences, without prejudice to civil, misdemeanor and criminal liability as applicable to the case.

Aarticle216

(End of strike)

1. The strike ends at any time, by agreement of the parties, by decision of the trade union body, after consultation with workers, by decision of the arbitration body or at the end of the period set in the notice.

2. The decision referred to in number 1 of this article must be immediately communicated to the employer and the Ministry that oversees the work area.

Aarticle217

(Exceptional Government measures)

1. When, due to its duration, extent or characteristics, If a strike in services and activities intended to satisfy the essential needs of society could have serious consequences for the life, health and safety of the population or a part of it, or cause a national crisis, the Government may exceptionally take measures it deems appropriate , including civil requisition.

2. The civil request may have as its object the individual benefit or collective work, the provision or temporary use of goods or equipment, public services, public companies and companies with mixed or private capital.

Aarticle218

(Content of the civil request)

1. The administrative act that enacts the civil requisition must indicate, in particular:

The) its object and duration;
B) the entity responsible for executing the civil request;
w) the modality of intervention by the armed forces, when applicable, and the regime for providing the requested work;
d) the management modalities of the requested companies, the remuneration of workers and compensation to individuals.

2. The general regime for civil requests must be set out in legislation specific.

Aarticle219

(Objectives of the civil request)

The public services or companies covered by the civil requisition maintain their management, maintain their respective social or economic activity and are obliged to carry out, with the means and resources available, activities that are intended to satisfy the essential needs of society, and that cannot be interrupted, under the terms of this Law.

CHAPTER VI

Hygiene, Health and Safety at Work

SECTION I

Health and safety at Work

Aarticle220

(General principles)

1. All workers have the right to work in hygiene, health and safety conditions, with the employer being responsible for creating and developing adequate means to protect their physical and mental integrity and to constantly improve working conditions.

2. The employer must provide its workers with good physical, environmental and moral working conditions, inform about the risks of your workplace and instruct on adequate compliance with hygiene and safety rules at work.

3. Workers must take care of their own safety and health and that of other people who may be affected by their acts and omissions at work, as well as they must collaborate with their employer in matters of hygiene and safety at work, either individually, or through the occupational safety committee or other appropriate structures.

4. The worker who negligently violates the rules of hygiene and safety at work incurs disciplinary liability under the terms of this Law.

5. The disciplinary responsibility referred to in number 4 of this article must be graduated taking into account the risk that the worker created in the workplace.

6. The employer must take all appropriate precautions to ensure that all workstations, as well as their access and exits, are safe and free from risks to the safety and health of workers.

7. Whenever necessary, the employer must provide appropriate protective equipment and work clothing to prevent the risk of accidents or harmful effects on workers' health.

8. The employer and workers are obliged to comply punctually and rigorously comply with legal and regulatory standards, as well as the directives and instructions of the competent authorities in matters of hygiene and safety at work.

9. Lack of adoption of hygiene and safety measures at work, in activities involving exceptional risk on the part of the employer, is classified as a serious labor offense and is punished with a fine and suspension of activity in accordance with specific regulations.

10. Within the limits of the law, companies can establish policies to prevent and combat HIV/AIDS and other endemic diseases in the workplace, and must respect, among others, the principle of worker consent for the purpose of seroprevalence tests.

Aarticle221

(Occupational safety committees)

1. Occupational safety committees may be formed in companies.

2. Occupational safety committees must integrate representatives of workers and the employer and its objective is to monitor compliance with hygiene and safety standards at work, investigate the causes of accidents and, in collaboration with the company's technical services, organize prevention methods and ensure hygiene at the workplace. work.

3. In activities that present exceptional risks accidents or occupational illnesses, civil construction, extractive, metallurgical, excavations, oil and gas, transportation of explosives, electricity, production or use of toxic products, quarries, among others, the creation of occupational safety committees is mandatory.

Aarticle222

(Occupational Health and Safety Regulations)

1. General hygiene and safety standards at work are set out of specific legislation, and for each sector of economic or social activity special regimes may be established through diplomas issued by the Ministers who oversee the areas of work, health and the sector in question, after consultation with representative trade unions and employers' associations.

2. Business associations and trade unions They must, whenever possible, establish codes of good conduct regarding matters of hygiene and safety at work in their respective work area.

3. The General Labor Inspectorate is responsible for ensuring the compliance with hygiene and safety standards at work, and may require the collaboration of other competent government bodies, whenever deemed necessary.

SECTION II

Workers' health

Aarticle223

(Workplace health care)

1. Large employers are required to provide, directly or through a third party hired for this purpose, a service to provide first aid in the event of an accident, sudden illness, poisoning or indisposition.

2. The provisions of paragraph 1 of this article are also applicable to employers who have a workforce of inferior workers and whose activities represent exceptional risks of accidents at work.

Aarticle224

(Medical care organized by multiple employers)

The association of several employers is permitted to install and maintain a private health unit in operation, as long as the number of workers does not exceed the installed capacity and it is in a suitable location.

Aarticle225

(Medical exams)

1. The responsible doctors or those who replace them, in Employers with private health units must carry out regular examinations of the company's workers in order to check:

The) whether the workers have the necessary health and physical strength conditions for the service stipulated in the contract;

B) if any worker has an infectious disease that could endanger the health of other workers at the same employer;

w) if any worker suffers from a mental illness that makes it inadvisable for him or her to be employed in the appropriate service.

2. Rules regarding medical examinations of workers service and the respective records are defined in a joint diploma of the Ministers who oversee the area of work and health.

SECTION III

Work accidents and occupational diseases

Subsection I

Work accident concept

Aarticle226

(Notion)

1. A work accident is an accident that occurs at the location and during working time, as long as it causes, directly or indirectly, bodily injury, functional disturbance or illness to the subordinate worker resulting in death or reduction in working or earning capacity.

2. A work accident is also considered to occur if:

The) when going to or returning from the workplace, when using means of transport provided by the employer, or when the accident is a consequence of particular danger on the normal route or other circumstances that have aggravated the risk of the same route;

B) before or after the provision of work, as long as it is directly related to the preparation or end of that provision;

w) when work is performed outside the place and time of normal work, it occurs while the worker executes orders or performs services under the direction and authority of the employer;

d) in the execution of services, even if non-professional, outside the place and time of work, provided spontaneously by the worker to the employer that may result in economic benefit for the latter;

It is) other activities organized by the employer.

3. If the injury resulting from the work accident or illness professional is not recognized immediately, it is up to the victim or legal beneficiaries to prove the causal link.

Aarticle227

(Mischaracterization of the work accident)

1. The employer is not obliged to compensate for the accident what:

The) is intentionally caused by the victim himself;

B) result from inexcusable negligence on the part of the victim, through an act or omission of express orders received from people to whom he or she is professionally subordinated or from acts of the victim that reduce the safety conditions established by the employer or required by the particular nature of the work;

w) is a consequence of voluntary bodily harm, unless these are immediately related to another accident or the victim suffered them due to the nature of the duties they perform;

d) result from the deprivation of the victim's use of reason, whether permanent or occasional, except if the deprivation derives from the performance of the work itself or, if the employer, knowing the victim's condition, consents to the provision;

It is) result from a case of force majeure, unless it constitutes a normal risk of the profession or occurs during the performance of a service expressly ordered by the employer, in conditions of obvious danger.

2. For the purposes of this subsection, a case of force majeure which, being due to inevitable forces of nature, independent of human intervention, does not constitute a normal risk of the profession nor is it produced when performing a service expressly ordered by the employer in conditions of obvious danger.

Subsection II

Professional diseases

Article 228

(Occupational disease)

1. Occupational diseases are considered, namely, those resulting from:

The) poisoning of lead, its alloys or compounds, with direct consequences of this poisoning;

B) poisoning by mercury, its amalgams or compounds, with the direct consequences of this poisoning;

w) poisoning due to the action of pesticides, herbicides, dyes and harmful solvents;

d) intoxication due to the action of industrial dust, gases and vapors, considered as such, the internal combustion gases of refrigeration machines;

It is) exposure of asbestos fibers or dust in the air or dust from asbestos-containing products;

f) poisoning due to the action of X-rays or radioactive substances;

g) carbunculous infections;

H) professional dermatoses.

2. The list of situations likely to cause illnesses professionals listed in number 1 of this article is updated by diploma from the Minister of Health.

3. Industries or professions likely to cause diseases professionals are included in specific regulations.

Article 229

(Occupational illness manifested after termination of contract work)

1. If the occupational disease manifests itself after cessation of the employment contract, the worker retains the right to assistance and compensation.

2. The burden of proving the causal link is on the worker between the work performed and the illness from which he suffers.

Article 230

(Prevention of work accidents and occupational diseases)

1. The employer is obliged to adopt effective measures to prevent workplace accidents and occupational illnesses and investigate their causes and ways to overcome them, in close collaboration with the workplace safety committees set up in the company.

2. The employer, in collaboration with trade unions, must inform the competent labor administration body about the nature of work accidents or occupational illnesses, their causes and consequences, immediately after carrying out investigations and recording them.

Article 231

(Duty to report a work accident or illness professional)

1. The occurrence of any work accident or illness professional, as well as its consequences, must be reported to the employer by the worker or an intermediary.

2. Health institutions are obliged to participate in labor courts the death of any injured worker and, in the same way, inform the person in whose care they are.

Article 232

(Duty of assistance)

1. In the event of a work accident or occupational illness, The employer must provide the injured or sick worker with first aid and transport him to a medical center or hospital where he can be treated.

2. The injured worker has the right to medical assistance and medication and other necessary care, as well as the supply and normal renewal of prosthetic and orthopedic devices, according to the nature of the injury suffered, on behalf of the employer or insurance institutions against accidents or occupational diseases.

3. Transport costs are borne by the employer, accommodation and food, inside or outside the country of the injured worker's companion.

4. In order to meet unforeseen needs, by virtue of their state, the injured worker may, at their request, benefit from an advance of the amount corresponding to one month's compensation or pension.

5. The employer bears the costs resulting from the funeral of the injured worker.

Article 233

(Right to repair)

1. Every employee has the right compensation, in the event of an accident at work or occupational illness, except when resulting from drunkenness, drug addiction or voluntary intoxication of the victim.

2. The right to compensation due to a work accident or occupational disease, presupposes an effort by the employer to occupy the injured worker in a job compatible with his residual capacity.

3. If it is impossible to classify the worker under the terms described in number 2 of this article, the employer may terminate the contract, in which case it must compensate the worker in accordance with article 139 of this Law.

4. The pathological predisposition of the victim, to be regulated in specific legislation, it does not exclude the right to compensation, if it is known to the employer.

Article 234

(Determination of residual capacity)

1. To determine the new work capacity of the injured worker takes into account, in particular, the nature and severity of the injury or illness, the profession, age of the victim, the degree of possibility of readaptation to the same or another profession, and all other circumstances that may influence the determination of the reduction your actual work capacity.

2. The criteria and rules for evaluating physical impairment and incapacity due to an accident at work or occupational illness are included in the specific table published in a specific diploma.

Aarticle235

(Collective insurance for professional risk)

The employer must have collective insurance for its employees to cover their work accidents and occupational illnesses.

Aarticle236

(Pensions and compensation)

1. When the work accident or occupational illness causes inability to work, the worker has the right to:

The) a pension in the case of absolute or partial permanent disability;

B) compensation in the case of absolute or partial temporary incapacity.

2. Additional compensation is granted to victims accident at work or occupational illness resulting in incapacity and requiring constant assistance from another person.

3. If the work accident or occupational illness results the death of the worker, there is a survivor's pension.

4. In cases of absolute permanent disability, the pension paid to the injured worker must never be less than the retirement pension to which he or she would be entitled based on age limits.

5. The legal pension and compensation regime is regulated in accordance with specific legislation.

Aarticle237

(Pension and compensation due date)

1. Pensions for permanent disability begin to expire- - on the day following discharge and compensation for temporary disability on the day following the accident.

2. Death pensions become due on the following day to the verification of death.

3. Any interested party can request a pension review due to permanent incapacity, alleging a change in that incapacity, provided that more than six months and less than five years have elapsed since the date the pension was set or last reviewed.

Aarticle238

(Loss of right to compensation)

Sufficient reasons for the loss of the right to compensation are acts carried out by any injured worker who:

The) voluntarily aggravate your injury or, through your manifest negligence, contribute to its worsening;

B) fail to comply with the attending physician's prescriptions or fail to use the professional readaptation services made available to them;

w) have any entity other than the attending physician intervene in the treatment;

d) not present yourself to the doctor or the treatment prescribed for you.

Aarticle239

(Prescription of the right to compensation)

1. The right to claim compensation for an accident work or occupational illness prescribes, if not required, within a period of one year from the date of clinical discharge formally communicated to the victim, or the date of the accident, if this causes death or determines permanent, absolute or partial incapacity.

2. Benefits established by court decision, or by agreement of the parties, whether expired or expiring, expires within a period of three years from the date of its expiration. If no payment has been made, the deadline starts from the final judgment of the sentence or from the ratification of the parties' agreement.

3. The limitation period does not start or run if the employer, not having transferred its responsibility to an insurance company, keep the victim in its service after the accident and for as long as it retains it.

4. The prescription is interrupted if the victim accepts from the entity responsible for any payment in cash or in kind, in exchange for what was legally owed to him.

CHAPTER VII

Job

SECTION I

Job

Aarticle240

(Public employment service)

To implement employment policy measures, the State carries out its activities in the areas of organizing the employment market, with a view to placing workers in jobs suited to their professional qualifications and the demands of employers, through studies of developments employment, information, guidance and professional training programs and the operation of public and free placement services.

Aarticle241

(Employment promotion measures)

The following constitute employment promotion measures:

The) the preparation and execution of development plans and programs, involving all State bodies and in collaboration with social partners, in articulated and coordinated activities in the areas of creating, maintaining and recovering jobs;

B) support for the viability of individual and collective initiatives aimed at creating employment and work opportunities, as well as the promotion of employment-generating investments in the various sectors of economic and social activity;

w) incentives for the professional and geographic mobility of workers and their families to the extent appropriate to the balance between job supply and demand and depending on the application of sectoral and regional investments for the social promotion of socio-professional groups;

d) the definition of information and professional guidance programs for young people and workers, aiming to enable citizens and communities to freely choose their profession and type of work, according to their individual capabilities and the requirements of the country's development;

It is) the development of cooperation activities with other countries in the field of migratory work;

f) the organization of public and free placement services;

g) the regulation, licensing, supervision and inspection of private worker placement activities.

SECTION II

Promotion of employment for young people

Article 242

(Youth contractual regime)

1. With a view to promoting employment, it is enshrined the freedom to use the fixed-term employment contract for young recent graduates.

2. Fixed-term employment contracts concluded with Job candidates can be freely renewed and cannot exceed the maximum limit of eight years of consecutive work with the same employer under this regime, except in the cases provided for in article 43 of this Law.

Article 243

(Mandatory retirement regime)

The mandatory reform, provided for in number 2 of article 136, of this Law, aims to promote the release of vacancies for young candidates.

Article 244

(Pre-professional internships)

1. The Government promotes employability through promotion pre-professional internships.

2. The employer who receives final year students, from any level of education, in a pre-professional internship regime, with remuneration, enjoys tax benefits, established in specific legislation.

3. The employer may enter into agreements with establishments of teaching to carry out unpaid pre-professional internships.

4. The pre-professional internship counts for experience purposes professional.

5. The legal regime for pre-professional internships is set out specific legislation.

CHAPTER VIII

Professional qualification

SECTION I

Professional training of workers

Article 245

(Right to professional training)

1. Workers have the right to access training professional to improve their technical skills, technological updating and professional requalification, with the State and employers being responsible for ensuring and providing training offers for the benefit of workers.

2. Training, improvement, recycling and reconversion professional workers, especially young people, aim to enable the acquisition of knowledge, skills and attitudes in order to facilitate their access to new technologies and higher professional levels, with a view to their personal fulfillment and the promotion of economic development , social and technological aspects of the country.

3. Professional training of active workers is provided by the respective employers.

Article 246

(Objectives of professional training for workers)

Professional Training for Workers has the following objectives:

The) promote workers' access to training opportunities aimed at improving their technical skills and development prospects in their professional careers;

B) encourage employers to develop training activities for workers that respond to the needs of their companies;

w) promote increased productivity and competitiveness of companies and their workers.

Article 247

(Professional training and guidance)

1. Strengthening workers' professional training presupposes the adoption of measures aimed, in particular:

The) encourage the coordination of professional training;

B) stimulate the development of training offers with curricular plans aligned with the real needs of companies;

w) boost worker training, provided by employers;

d) prevent the emergence of unemployment as a result of technological development.

2. Professional guidance, to be carried out in collaboration with the structures of the education system, it covers the areas of information on the content, prospects, promotion possibilities and working conditions of different professions, as well as on the choice of a profession and respective professional training.

Article 248

(Training of active workers)

1. Active workers have the right to training courses professional, according to the employer's needs.

2. For the purposes of the provisions of article 247 of this Law, the employer organizes and structures annual professional training plans in the company, and may be entitled to a certificate, aiming to:

The) stimulate increased productivity and the quality of services provided through the professional development of its workers;

B) increase the professional qualifications of its workers, as well as updating their knowledge with a view to their personal development;

w) allow workers to progress in their professional career;

d) prepare workers for technological development in the company;

It is) facilitate the continuation of studies for workers who wish to attend professional courses outside the company without interfering with their working hours.

Article 249

(Learning)

1. Within the scope of professional training, the employer may admit apprentices to work related to the professional specialty to which the apprenticeship refers, and this must allow them to

- give them access to their respective professional career.

2. For the purposes of paragraph 1 of this article, learning It has a variable duration depending on the uses related to the profession.

3. They cannot be admitted to establishments or companies, for learning, minors under the age of twelve.

Article 250

(Learning contract)

1. A learning contract is one by which a establishment or company undertakes to ensure, in collaboration with other institutions, the professional training of the apprentice, who is obliged to carry out the tasks inherent to this training.

2. The learning contract is subject to written form and must contain the identification of the contracting parties, the content and duration of the learning, the time and place at which the learning is provided and the amount of the training grant, as well as the conditions for terminating the contract.

3. Promissory contracts may be signed of work with apprentices that enable them to practice their profession at the service of the entities that have provided the apprenticeship.

4. The regulatory learning standards of each profession or group of professions are defined upon proposal from interested entities, by diploma from the Minister responsible for the area of work.

5. The learning contract does not guarantee quality worker and the rights and duties of the apprentice are regulated by specific legislation.

SECTION II

Professional assessment of workers

Article 251

(Purposes of evaluation)

1. The purpose of the assessment is to guarantee occupancy of jobs by workers who meet the appropriate conditions and contribute to the salary system.

2. Assessment takes place in the following cases:

The) when it is necessary to fill vacant jobs;

B) when you want to investigate the reasons for a worker's low performance;

w) at the request of the worker;

d) by decision of the labor court;

It is) by decision of the management of the company or establishment, or upon proposal of the competent trade union body.

3. Companies or establishments where conditions allow it, they may set up evaluation committees for their employees.

Article 252

(Worker promotion)

1. A promotion is considered to be the worker's move to a category corresponding to functions with higher complexity, demands, degree of responsibility and salary.

2. When promoting workers, account must be taken of in addition to their qualifications, knowledge and skills, the attitude demonstrated towards work, the effort to improve professional development, disciplinary conduct, experience and seniority in the role.

3. The promotion must be registered in the individual file of the worker and added to his employment contract.

4. The employer must disclose the table to employees of personnel of the company or establishment, as well as the conditions of access and promotion on the basis of which professional training and recycling actions are promoted.

Article 253

(Work register booklet)

The professional qualifications recognized for workers are registered in a professional card, the regime of which is set out in specific legislation or in the statutes of professional associations.

Article 254

(Professional qualifications)

The professional qualifications conferred by professional training courses are established by the competent body and awarded by the respective training institutions.

Article 255

(Worker guarantees)

When the functions performed by the worker do not correspond to their qualifications, the labor court or the mediation and arbitration body, ex officio or at the request of the worker, notifies the employer about the job position compatible with those qualifications.

Article 256

(Hiring retired people)

1. The worker has the right to retirement in accordance with the legislation specific.

2. Companies are exceptionally allowed to hire experienced retirees based on the need to pass on professional experience to young workers, as long as they comply with tax obligations.

3. Hiring a retiree can only occur for a period maximum of 5 years, renewable once, except in cases where the employee is also a shareholder or partner in the company.

CHAPTER IX

Social Security

Article 257

(Social security system)

1. All workers have the right to social security, tailored to the conditions and financial possibilities for the development of the national economy.

2. The social security system comprises several branches, the system managing entity and covers the entire national territory.

3. Mozambican workers in the diaspora can join to the applicable Mozambican social security system.

Article 258

(Objectives of the social security system)

The social security system aims to guarantee the material subsistence and social stability of workers in situations of lack or reduced capacity for work and in old age, as well as the survival of their dependents, in the event of death.

Article 259

(Applicable regime)

The matter of social security is regulated by specific legislation.

CHAPTER X

Inspection and Misdemeanors

SECTION I

Oversight

Article 260

(Control of labor legality)

1. Control of labor legality is carried out by the Inspectorate- - General Labor Office, responsible for monitoring compliance with the duties of employers and workers.

2. In carrying out its activity, the General Inspectorate of Labor must prioritize the education of employers and workers in voluntary compliance with labor standards, without prejudice, when necessary, to the prevention and repression of their violation.

3. Agents of the General Labor Inspectorate are free to access to all establishments subject to their supervision, and employers must provide them with the necessary elements to carry out their functions.

4. The rights, duties and other legal prerogatives conferred to labor inspectors are set out in a specific diploma.

5. All administrative and police services and authorities must cooperate with agents of the General Labor Inspectorate in the exercise of their duties.

Article 261

(Competences of the General Labor Inspectorate)

1. The General Labor Inspectorate is responsible for monitoring and guaranteeing compliance with this Law and other legal provisions that regulate aspects of working life, and report to the competent state bodies violations relating to standards whose compliance is not their responsibility to monitor.

2. In case of imminent danger to life or physical integrity of workers, the agents of the General Labor Inspectorate may take immediate enforcement measures to prevent this danger, submitting the decision taken for superior confirmation within twenty-four hours.

Article 262

(Scope of action)

The General Labor Inspectorate carries out its activities throughout the national territory and in all areas of activity subject to its supervision, in public, private and cooperative companies, as well as in economic and social organizations, national and foreign, that employ - salaried labor.

Article 263

(Professional ethics and confidentiality)

1. Agents of the General Labor Inspectorate are obliged, under penalty of dismissal and without prejudice to the application of the sanctions of criminal law, to maintain professional secrecy, and may not, under any circumstances, reveal manufacturing, cultivation or trade secrets nor, in general, any processes of economic exploitation of which they may have knowledge in performing their duties.

2. All sources are considered strictly confidential reporting facts that constitute infringements of legal or contractual provisions, or that indicate installation defects, and personnel working at the General Labor Inspectorate cannot reveal that the inspection visit is the result of a complaint.

3. Agents from the General Labor Inspectorate cannot have no direct or indirect interest in companies or establishments subject to their supervision.

4. Agents of the General Labor Inspectorate are prohibited from in the exercise of their functions or because of them, the receipt of gifts offered by employers and workers.

SECTION II

Misdemeanors

Article 264

(Contravention)

For the purposes of this Law, a misdemeanor is any violation or non-compliance with labor law standards contained in laws, collective labor regulation instruments, regulations and Government determinations, particularly in the areas of employment, professional training, wages, hygiene, safety and health of workers and social security.

Article 265

(Negligence)

Negligence in labor offenses is punishable.

Article 266

(Warning notice)

Before applying the fine and whenever infractions are found for which it is considered preferable to establish a deadline for their repair, agents from the General Labor Inspectorate may issue a warning against the offenders.

Article 267

(News report)

1. Agents from the General Labor Inspectorate collect files news when, in the exercise of their functions, they verify and prove, personally and directly, any infractions to the rules whose supervision they are responsible for carrying out.

2. The effectiveness of the news report and its value depend confirmation by the competent hierarchical superior.

3. After confirmation, the notice cannot be cancelled, suspended or declared ineffective, continuing its proceedings with the force of corpus delicti, unless subsequent verification of irremediable irregularity or non-existence of the infraction, ascertained following the complaint presented by the defendant, within the period granted for voluntary payment.

SECTION III

Sanctioning regime

Article 268

(General sanctions)

1. For violation of the rules established in this Law and other labor legislation, fines are applied, the amounts of which are calculated in the following terms:

The) when the violation concerns a generality of workers, the amount of the fine to be applied is, depending on its severity, five to ten minimum wages;

B) whenever another higher value does not result from the application of specific sanctions, violation of any legal and labor standards is punished with a fine of three to ten minimum wages for each worker covered.

2. The successive commission of the same misdemeanor, within the period of one year from the date of notification of the notice corresponding to the last contravention, constitutes an aggravated offense, with the applicable fines being doubled in their minimum and maximum.

3. The employer can complain to the hierarchical superior from the agent of the General Labor Inspectorate, the grading of the fine applied.

4. It is the supervisory authority of the Inspection agent to - General of Labor graduate up to the maximum limit of the fine.

5. Refusal to notify constitutes a crime of disobedience punishable under the law.

6. For the purposes of this article, the minimum wage is considered whatever is in force for each branch of activity at the date the infraction was verified.

Article 269

(Special sanctions)

1. Failure to comply with the provisions of articles 13, 206 and 211, all of this Law is punished with a fine, which varies from twenty to thirty minimum wages in the sector of activity.

2. Without prejudice to the provisions of number 2 of article 206 of the In this Law, the appointment of union leaders to provide minimum services is punishable by a fine, which varies from ten to thirty minimum wages for each sector of activity.

3. Violation of the provisions of article 29 of this Law, relating to the minimum age for admission to work, is punished with a fine that varies between thirty and forty minimum wages for each sector of activity.

4. Failure to comply with the provisions of number 6 of article 206 and in number 3 of article 209, both of this Law, is punished with a fine whose amount varies from two to ten minimum wages for each sector of activity.

5. Violation of the provisions of number 1 of article 205 and number 3, of article 212, final part, both of this Law constitutes a disciplinary offense and makes striking workers incur civil and criminal liability, in accordance with general law.

6. The employer who violates the provisions of numbers 1 and 2 of article 206 of this Law, compensates workers 6 times the salary for the time during which the *lockout*, without prejudice to the fine applicable to you for the infraction committed.

7. Failure to comply with the provisions of number 3, of the Article 221 of this Law, constitutes an infraction and is punishable by a fine whose amount varies between one and five minimum wages in the sector of activity.

8. The minimum and maximum limits of the fine provided for in number 7 of this Law are increased to ten, whenever occupational safety committees are not constituted, in cases required by law or collective labor regulations if they have not been constituted after notification from the General Labor Inspectorate.

9. Failure to channel the amounts retained in accordance with the provisions in number 6 of article 153 of this Law, constitutes an infraction and is punishable by a fine whose amount varies between one and five minimum wages in the sector of activity.

10. Failure to comply with legal regulations on the regime for hiring foreign labor in Mozambique, is punished with suspension and a fine of five to ten monthly wages earned by the foreign worker in relation to whom the infraction occurs.

11. Failure to appear by employers or their representatives in the services of the General Labor Inspectorate, without justifiable reason, when notified to be heard in statements, provide information, deliver or display documents, due to having established a certain fact that requires such procedure, constitutes an offense punishable by fine of five to ten minimum wages.

12. The fine sanction provided for in number 11 of this article, is also applicable in the event that the unjustified failure to appear refers to the notification made by the labor mediation services following a request from the interested worker.

CHAPTER XI

Transitional and Final Provisions

Article 270

(Regulation)

1. The specific regulations referred to in article 4 of this Law are drawn up or revised within two years, counting from the date of entry into force of this Law.

2. The Government is responsible for regulating different matters of this Law.

Article 271

(Transitional standard)

1. This Law is not applicable to facts constituted or initiated before its entry into force, namely those relating to the probationary period, holidays, expiry and prescription periods for rights and procedures, as well as formalities for the application of disciplinary sanctions and termination of the employment contract.

2. For compensation purposes, termination of contracts 23/2007, of 1 August, for workers whose salaries, including seniority bonuses, are between one and seven minimum wages, are subject to the compensation regime provided for in the aforementioned Law, up to six months after its approval, subsequently moving to the regime provided for in this Law.

3. For the purposes of concluding new employment contracts, The provisions of paragraph 3 of article 43 of this Law are applicable to small and medium-sized companies already established, during the first eight years of its validity.

Article 272

(Acquired rights)

Except as provided in article 271 of this Law, the rights acquired by the worker on the date of entry into force of this Law are safeguarded.

Article 273

(Repealing rule)

Law No. 23/2007, of 1 August, is revoked.

Article 274

(Implementation)

This Law comes into force 180 days after its publication.

Approved by the Assembly of the Republic, on the 7th of August 2023.

The President of the Assembly of the Republic, *Hope Laurinda Francisco Nhiuane Bias*.

Enacted, on August 22, 2023.

Publish.

The President of the Republic, Filipe Jacinto Nyusi.

Attachment

Glossary

For the purposes of this Law, the following definitions apply:

A

Arbitration–It is a means of extrajudicial resolution of disputesflThis is done by an impartial third party chosen by the parties, whose decision is binding on the parties.

Warning Notice–is a document that describes and frames one or more infractions committed by the applicable employer in relation to infractions classified as minor and which have not yet resulted in serious harm to workers, labor administration or social security.

News auto–is a coercive procedure that aims to ensure compliance with the law in order to promote the improvement of working conditions, with a legal basis provided for in both national legislation and Conventions no. s81 and 129 of the International Labor Organization – ILO, both ratified by the Mozambican State.

Professional assessment–is the verification or assessment, according to previously established rules, of the aptitude and qualification requirements that the worker must have to perform certain functions.

W

Work certificate–is a document issued by the employer after the termination of the employment relationship, regardless of the reasons for its termination, which indicates the time during which the employee was employed by the company, professional levels and capabilities acquired and the position or positions held, without any other references, except upon written request made by the employee.

Termination of the employment relationship–is the termination of the employment relationship established between the employer and the worker.

Code of Conduct–is a set of norms that establishes the standards of behavior, attitudes and character required of workers in the company with the central objective of promoting a homogeneous attitude in carrying out the activity among all members of the employment relationship.

Occupational Safety Commission–is a body made up of workers and the employer whose function is to monitor compliance with the rules relating to hygiene and safety at work, investigation of the causes of accidents, as well as in collaboration with the company's technical services, the organization of prevention methods and ensuring hygiene in the workplace.

Conciliation–is a mechanism for extrajudicial resolution of labor disputes that consists of negotiating the agreementflitem to be forwarded by a third entity (mediator), distinct from the parties (employer and worker or workers), who puts the parties in contact (brings the parties together) facilitating the conduct of the negotiation, playing an active role in it, as it can present possible mechanism for resolving the labor conflict.

Membership employment contract–is a type of employment contract, reduced to writing, in which one of the parties, the employer, expresses his contractual will through pre-drafted contractual clauses and the worker adheres expressly or tacitly, concluding the employment contract that provides the existence of an internal regulation or code of conduct.

Collective labor agreement–is a self-regulation mechanism for the interests of workers and employers that consists of an agreement concluded between employers or an association of employers and one or more associations of workers on their behalf with the aim of regulating individual and collective work situations in a certain profession or sector of activity and in a certain geographic area or company.

D

Decharacterization of the work accident–consists in not classifying as an accident at work the accident suffered by the worker due to violation of safety rules, whether intentionally or through gross negligence and in other situations provided for in this Law.

Occupational disease–is any clinical situation that appears localized or generalized in the body, of a chemical, biological, physical and psychological nature that results from professional activity and is directly related to it.

AND

Employer–is the natural or legal person, under public or private law, who in the employment contract or legal employment relationship appears as a creditor for the provision of the activity and a debtor for the payment of remuneration.

Temporary work employer–is any natural or legal person, governed by private law, whose services consist of employing workers with the aim of placing them at the disposal of a third person, natural or legal, known as the user, who determines their tasks and supervises their execution .

User entity–is the natural or legal person who enters into a usage contract with the private employment agency, under the terms of which the latter undertakes to make one or more workers available temporarily for remuneration.

F

Sources of Labor Law–they are the ways of formation and revelation of legal-labor norms.

I

General labor inspection–is a public institution, endowed with legal personality and administrative autonomy responsible for controlling or supervising labor legality.

Collective Labor Regulation Instruments – are specific sources of Labor Law that aim to regulate certain working conditions applicable to certain employment relationships.

Employment intermediation–is the service that aims to bring job supply and demand closer together, promoting the placement of the job candidate without the job center becoming part of the work relationships that may result.

M

Mediation–It is a means of extrajudicial resolution of the disputefl labor ic that translates into the self-regulation of disputes carried out by the mediator who does not judge the dispute, but simply brings the parties together to resolve the conflict, who may or may not reach an agreement.

N

Collective bargaining–is a process consisting of negotiation between an employer, a group of employers or an organization or several organizations of employers and one or more organizations of workers with the aim of regulating the relationship between employers and workers and establishing working conditions.

O

Trade union body–is the private union or association of people that aims to promote and defend the socio-professional rights and interests of workers before their respective employers.

P

Plurality of employers–consists of the worker in a group of companies or companies with a common organizational structure, concluding an employment contract and undertaking to provide his activity to two or more employers, subjecting himself to the directive power of all, without prejudice to the identification of an employer which represents others in the fulfillment of obligations arising from the contract.

Multi-employment–consists of the worker, through two or more employment contracts, committing himself to provide paid professional activity to two or more employers depending on the number of contracts signed.

Prescription–consists of the extinction or loss of a right resulting from the non-exercise of it, during a period of time fixed by law.

R

Civil request–is an exceptional mechanism, which in cases of strikes in services and activities intended to satisfy the essential needs of society allows the State to resort to a set of determined and necessary measures to, in particularly serious circumstances, ensure the individual or collective provision of activity, the transfer or use of goods or equipment, public services, public companies and companies with mixed or private capital may have consequences for the life, health and safety of the population or a part of it or cause a national crisis for its duration.

Professional risk–is any fact or situation related to the worker's workplace or the provision of the activity and with the potential to cause harm to the worker, resulting in an accident at work or an occupational disease.

T

Telecommuting–is the provision of work activity that is carried out under the authority and direction of the employer, usually outside the employer's establishment and using information and communication technology means for payment of remuneration.

Worker–is any natural person, national or foreign, who in the employment relationship appears as the debtor for the provision of the activity and the creditor for the remuneration.

Emigrant worker–is every national citizen who works and resides in foreign territory, observing the appropriate mechanisms, established by the foreign country for their admission, which the Mozambican authorities are responsible for protecting.

Foreign worker–is a non-national worker hired to carry out his professional activity in the Republic of Mozambique, in accordance with the rules in force in the Mozambican legal system.

Intermittent work–is one in which the provision of activity is carried out on a non-continuous or variable basis, with alternating periods of activity and inactivity, for one or more periods.

Seasonal work–is one whose execution is temporary and punctual, and is associated with a certain factor or which, roughly speaking, its verification has to do with a certain period of the year or objective conditions.

Z

Free zone–is the area or region delimited within the Mozambican territory, subject to privileged customs treatment or otherwise, which benefits from tax incentives and reduced or exempt customs duties.

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