GENERAL LABOR LAW

(Law no. 12/23, of 27 December 2023)

NATIONAL ASSEMBLY

Law No.12/23, of 27

December 2023

The approval of the Constitution of the Republic of Angola in 2010 laid the constitutional foundations for strengthening the democratic rule of law and reconfigured the catalog of fundamental rights.

Considering the need to densify the value content of fundamental rights for the implementation of socio-economic, sustainable and inclusive development policy measures;

The National Assembly, acting by mandate of the people and under the combined provisions of Articles 165.2, 161 (b), and 166.2 (d) of the Constitution of the Republic of Angola, hereby approves this:

GENERAL LABOR LAW

CHAPTER I

General Principles

ARTICLE 1

Scope of application

1. The General Labor Law is applicable to all employment contracts between individuals and State-owned companies, public-private companies, private companies, cooperatives, social organizations, international organizations, and diplomatic and consular missions.
2. The General Labor Law is also applicable to all employment contracts concluded abroad by Angolan nationals or resident foreigners hired in the country to work for national employers, without prejudice to the most favorable provisions for the worker and the rules of public order of the place where the contract is executed.
3. The General Labor Law shall further apply to employment contracts intended to be executed in Angola, entered into between non-resident foreigners and national or foreign companies on a subsidiary basis.

ARTICLE 2 **Exclusions**

1. This Law shall not apply to:
   (a) Employment relationships established by diplomatic or consular representations of states or international organizations, working under the Vienna Conventions;
   (b) Employment relationships established by the Direct Public Administration, Local Authorities, Public Institutes or any other State agency not covered by this Law;
   (c) Employment relationships established with members of the Board of Directors and management bodies of companies or social organizations, as well as advisors, provided that they only carry out tasks inherent to such positions and are not subject to an employment contract.

ARTICLE 3

Definitions

For the purposes of this law, the following terms and expressions shall have the following meanings:

(a) *Shipowner:* natural or legal person who, may or may not be the owner of the vessel, ship or other maritime device and ensures the technical and safety conditions for its navigation and commercial exploitation and, consequently, fully and exclusively enjoys the rights of use, possession and disposal of the vessel, ship or other maritime device registered in their name;

(b) *Work center:* each of the company's units which are physically separated and at which a given activity is performed by a group of employees under a common authority;

(c) *Employment contract:* the agreement whereby a natural person agrees to place their manual or intellectual capacity at the disposal of a legal or natural person, within the framework of the organization and under the direction and authority of the latter, in exchange for compensation;

(d) *Apprenticeship contract:* the agreement whereby the employer agrees to give methodical, complete and on-the-job professional training to a person who at the beginning of the apprenticeship is between 14 and 17 years of age, and this person agrees to comply with the instructions and directions received from the employer and to perform, under proper supervision, the tasks that are assigned to them for the purpose of their apprenticeship, under the terms and for the period of time agreed;

(e) *Contract for the performance of a fiduciary role:* the agreement whereby a worker who is a member of the employer's staff or a person who is not a member of the employer's staff agrees to carry out management or supervisory duties in an establishment or service or other forms of senior responsibility for the activities of a service unit of the employer, as well as secretarial duties for members of the administrative or management body and other duties requiring a special relation of trust;

(f) *Training contract:* the contract whereby an employer agrees to receive for on-the-job training, to improve the trainee's knowledge and adjust it to their academic level, a person between 18 and 25 years of age with a technical or professional degree, or an officially recognized professional or labor course, or a person between 18 and 30 without any such degree or course, provided in

either case that the trainee has not previously entered into an employment contract with that, or any other employer;

(g) *Work-from-home employment contract:* the contract under which work is performed at the employee's home or work center, or in another place freely chosen by the employee;

(h) *Rural employment contract:* the contract for the performance of a professional activity in agriculture, forestry and livestock farming, whenever the work is dependent upon the seasons and climate conditions;

(i) *Employment contract onboard vessels:* the contract between a shipowner, or its representative, and a sailor to perform work onboard a navy, commercial or fishing vessel;

(j) *Employment contract aboard aircraft:* the contract between the employer, or its representative, and an individual to perform work onboard a commercial aircraft;

(k) *Sports Employment Contract:* the agreement whereby the sportsperson agrees, in exchange for compensation, to perform a sporting activity for a legal or natural person who promotes or participates in sporting activities, under the authority and direction of the latter, without prejudice to specific rules;

(l) *Domestic Work Contract:* the agreement whereby a person agrees, in exchange for compensation, to regularly and under the direction and authority of another person, to perform activities intended to meet the personal or specific needs of a household or similar and its members, namely:

  i. Preparing and cooking meals;
  ii. Washing and caring for clothes;
  iii. House cleaning and housekeeping;
  iv. Supervising and caring for the elderly, children and the sick;
  v. Carrying out gardening services;
  vi. Family transportation support service;
  vii. Coordination, supervision or execution of tasks such as those mentioned in the previous paragraph.

(m) *Group contract:* the contract whereby a group of employees agrees to provide their professional work to an employer, which only assumes this capacity in relation to the leader of the group, not its individual members;

(n) *Temporary Employment Contract:* the agreement between a company whose activity consists of the temporary assignment of workers to third parties, known as a temporary manpower employment company, and a natural person, whereby the latter agrees, in exchange for compensation paid by the company,

to temporarily provide their professional activity to a third party, known as the user;

(o) *Individual termination for cause:* is the termination of a contract, upon completion of the trial period, if any, resulting from the employer's unilateral decision and founded on a serious breach of the employee's duties;

(p) *Employer:* any natural or legal person governed by public or private law who organizes, directs and receives work of one or more workers;

(q) *Company:* any stable and relatively ongoing organization of instruments, means and factors put together and organized by the employer, aimed at carrying out a productive activity or at providing services, whose employees are individually and collectively subject to this law and the remaining sources of Employment Law;

(r) *Work Schedule:* the determination of the start and finishing times of the normal daily working period, the daily rest and meal breaks and the weekly rest day;

(s) *Flexible work schedule:* the work schedule in which the starting and finishing hours of work are not the same for all employees, and in which each employee is free to choose their work schedule under the terms defined in the law;

(t) *Disciplinary offense:* any faulty behavior of the employee which violates the duties arising from the employment relationship, namely those set forth in Article 84 hereof;

(u) *Workplace:* the work center where the employee performs work on a regular and permanent basis;

(v) *Sailor:* any natural person who agrees with the shipowner or its representative to perform their professional activity onboard a vessel;

(w) *Minor:* any natural person under 18 years of age;

(x) *Normal Work Period:* the period during which the worker is at the employer's disposal to carry out the professional tasks to which they have bound themselves with the establishment of the legal employment relationship, and for which the basic salary is paid;

(y) *Probation Period:* the initial phase of the Employment Contract intended for the employer to assess the quality of the employee's services and performance, and for the employee to assess the working conditions, remuneration, health and safety and social environment of the employer;

(z) *Stand-by regime:* the regime in which the employee must remain at the employer’s disposal for a certain time beyond the normal work period, inside or outside the work center, in order to respond to exceptional and unforeseeable work needs;

(aa) *Salary:* compensation paid directly by the employer to the worker for work performed during a certain timeframe;

(bb) *Teleworking:* work usually carried out outside the employer's place of business, using information and communication technologies;

(cc) *Employee:* a natural person, either a national or a resident foreigner or stateless person, who willfully agrees to carry out his or her professional activity, in exchange for compensation, in the interests of others, within the organization and under the organization's authority and direction;

(dd) *Non-Resident Foreign Employee:* - a foreign national, with professional, technical or scientific qualifications, hired in a foreign country to perform their professional activity in the national territory for a limited time period;

(ee) *Student worker:* any employee who is authorized by their employer to attend an education or technical-professional training institution during the work schedule;

(ff) *Night worker:* the employee those whose working hours include at least three hours of work between the hours of 6 p.m. and 6 a.m. the following day;

(gg) *Mandatory or compulsory work:* any work or service that is demanded from a person by resorting to threats or force, and which the person has not freely agreed to perform;

(hh) *Overtime:* work performed outside the normal daily work period, over the normal working period, during rest and meal breaks and on complementary and weekly rest days or half-days.

ARTICLE 4

Right to work

1. All are entitled to work and to freely choose a profession, with equal opportunities and without any discrimination based on race, color, sex, ethnic origin, marital status, place of birth and social rank, religious or political ideas, labor union affiliation or language.
2. Without prejudice to such limitations as result from a reduced work capacity by reasons of natural illness, occupational disease or disability, the right to work is not dissociable from the obligation to work.
3. All are entitled to freely choose and exercise a profession, without any restrictions other than those provided for in the law.
4. The conditions under which work is performed should be consistent with the freedoms and dignity of the employee, allow the normal satisfaction of the employee’s

and their family's needs, protect their health, and allow them to enjoy a decent standard of living.

5. In carrying out their work, the employee must always do so with diligence, responsibility, solidarity with colleagues and respect for the instructions of the employer and/or their representatives.

ARTICLE 5

Prohibition of mandatory or compulsory work

1. Mandatory or compulsory work is forbidden.
2. For the purposes of this Law, the following is not deemed mandatory or compulsory work:
   (a) Work carried out on a voluntary basis exclusively in the general interest;
   (b) Community work freely decided upon by the community or provided that its members or direct representatives have been consulted on the need for such work;
   (c) The work or service required in events of force majeure, such as war, floods, famine, epidemic diseases, invasion by animals, insects or damaging parasites, and in general all circumstances which may put the normal living conditions of the whole or part of the population at risk.

ARTICLE 6

State obligations relating to the right to work

1. In order to guarantee the right to work, the State shall, by means of plans and programs of economic and social welfare policies, ensure the implementation of a policy promoting productive and freely chosen employment, and the setting-up of a social welfare system to deal with situations of unemployment, lack of work or incapacity for work.
2. In implementing the public policies aimed at promoting employment, the State shall develop amongst others the following activities:
   (a) Placement;
   (b) Studies on the employment market;
   (c) Employment promotion;
   (d) Information and vocational guidance;
   (e) Professional training;
   (f) Professional rehabilitation;
   (g) Protection of the employment market;

(h) Development of the national workforce.

ARTICLE 7

Sources of regulations regarding the right to work

1. The right to work is regulated by:
   (a) The Constitution of the Republic of Angola and the International Labor Conventions to which Angola is a party;
   (b) Laws and custom;
   (c) Regulations;
   (d) Collective bargaining agreements;
   (e) The employment contract;
   (f) Professional custom and usage, and those of the company.
2. The above sources shall be applied in keeping with the principle of hierarchical ranking of legislative acts.
3. In the event of conflict between provisions of different sources, the solution which, as a whole and provided this can be quantified, proves to be more favorable to the employee shall prevail, save in case the provisions of the higher-ranking source are mandatory.

CHAPTER II

Formation of the Employment Relationship

SECTION I

Employment Contract

ARTICLE 8

Formation

The employment relationship is created by the execution of the employment contract.

ARTICLE 9

Promissory employment agreement

Promissory employment agreements may be executed in writing, whereby the will to execute the definitive employment contract, the nature of the work to be performed, and the relevant compensation are expressly stated; in the event of default of the promissory agreement, liability therefor shall be defined by the general terms of the law, with the appropriate adaptations.

ARTICLE 10

Capacity

1. Employment contracts can, as a general rule, be entered into by citizens of legal age who are in full possession of their civil capacity.
2. Employment relationships with minors between 14 and 18 years of age are exceptionally valid, provided that an authorization is obtained from their legal guardian or, in the absence of a legal guardian, from the Employment Center or another appropriate entity.
3. Any employment contract entered into without the due authorization may be annulled at the request of the minor’s legal guardian.

ARTICLE 11

Subject matter of the employment contract

1. The work which the employee agrees to perform under the employment contract may be mainly intellectual or mainly manual.
2. Without prejudice to the technical autonomy inherent to such activities as are usually performed by an independent service provider, said activities may be covered by an employment contract.
3. If the employee's activities involve the execution of legal transactions on behalf of the employer, the employment contract includes the granting of the required representation powers, save when the law requires the granting of a power of attorney with special powers.

ARTICLE 12

Form of the employment contract

1. Unless the law expressly requires the written form, employment contracts may be executed in such form as defined by the parties.
2. Special employment contracts and fixed-term employment contracts are only valid if they are in written form.
3. The provisions of the previous paragraph do not apply to fixed-term employment contracts based on the activities described in Article 15 1(c), (d), (e) and (f) of this Law, where the duration of the contract does not exceed 30 days.
4. Failure to put the contract in writing, when compulsory, is presumed to be the responsibility of the employer and the contract is deemed to have been concluded for an indefinite period.
5. Regardless of the date of entry into force of the contract, the employee has the right to demand that the contract be reduced to writing at any time, safeguarding the actual date of commencement of employment.

ARTICLE 13

Contents of the employment contract

1. Employment contracts shall contain the following information:
   (a) Identity and habitual residence of the parties;
   (b) Professional grade and occupational position of the employee;
   (c) Place of work;
   (d) Normal weekly working hours;
   (e) Amount, form and timing of payment of the salary;

(f) Reference to the additional or supplemental allowances, including payments in kind, with the respective amounts or calculation basis being stated;
(g) Entry into force and duration of the contract;
(h) Place and date of execution of the contract; (i) Signature of both parties.

2. In addition to the elements referred to in paragraph 9.1 of this article, Fixed-Term Employment Contracts must mention the reasons for the contract, the precise date of its conclusion or the period for which it is entered into or the conditions to which its validity is subject.
3. Should the information required in the previous paragraph be missing, the employment contract shall be deemed to have been entered into for an indefinite period of time.
4. Proof of the existence of the employment contract and its conditions can be provided by any means permitted by law, and its existence is presumed between the person providing services on behalf of others and the person receiving the services.
5. The model employment contracts shall be defined in specific regulations.

ARTICLE 14

Duration of the employment contract

1. Employment contracts are usually concluded for an indefinite period.
2. Depending on the nature of the activity, the duties for which the employee is hired and provided that the contract is intended to meet transitional needs, the employment contract may be concluded for a fixed term, pursuant to the provisions of this law.
3. Unless expressly provided otherwise, all legal or conventional provisions relating to indefinite employment contracts shall apply to fixed-term employment contracts.
4. The conclusion of employment contracts for the duration of the employee's life is prohibited.

ARTICLE 15

Underlying motives for a fixed-term employment contract

1. Fixed-term employment contracts can only be concluded in the following situations:
   (a) Replacement of a temporarily absent employee;
   (b) Temporary or exceptional increase in the company's normal activity resulting from an increase in tasks, excess orders, market reasons or seasonal reasons;
   (c) Carrying out occasional and one-off tasks that are not part of the company's dayto-day business;
   (d) Seasonal work;

(e) When the activity to be carried out, because it is temporary, does not require expanding the company's permanent staff;

(f) Carrying out urgent work that is necessary or organizing measures to safeguard the company's installations, equipment and other assets in order to prevent risks to the company and its employees;

(g) Launching new activities of uncertain duration, starting work, restructuring or expanding the activities of an employer or work center;

(h) For people who have been unemployed for more than a year, or members of other social groups covered by legal measures for integration or reintegration into working life;

(i) Performing well-determined, periodic tasks in the employer's business, but which are of a non-continuous nature;

(j) Carrying out, directing and supervising civil and public works, industrial assembly and repairs and other work of an identical nature and duration; (k) Apprenticeships and practical vocational training.

2. In addition to the situations referred to in the previous paragraph, the employer may conclude a contract with the retired employee, renewing it successively for the period concluded until such time as either party wishes to terminate it.
3. Any term stipulation made in fraud of the law is null and void.

ARTICLE 16

Duration of fixed-term employment contracts

1. Fixed-term employment contracts shall not exceed:
   (a) 6 months, in the situations referred to in paragraphs 1(d) and (f) of the previous article;
   (b) 12 months, in the situations referred to in paragraphs (b), (c) and (e) of the previous article;
   (c) 36 months, in the situations referred to in paragraphs 1(a), (j) and (k) of the previous article;
   (d) 60 months, in the situations referred to in paragraph 1(g) of the previous article.
2. In the situations referred to in paragraphs 1(a) and (j) of the previous article, the Labor General Inspectorate may authorize the extension of the duration of the contract beyond 36 months, upon a substantiated request from the employer, accompanied by a statement of agreement from the employee, namely if:
   (a) The return of the temporarily absent worker does not take place within that period;

(b) The duration of the construction work and similar activities is or becomes longer than three years;

(c) The legal employment policy measures for the social groups referred to in paragraph 1(h) of the previous article are still in force on the expiry date of the 36-month contract.

3. The application referred to in the previous paragraph must be submitted no later than 30 days before the end of the contract.
4. The extension of the contract referred to in paragraph 2 shall not be authorized for longer than 24 months.

ARTICLE 17

Renewal and conversion of fixed-term employment contracts

1. Fixed-term employment contracts in which the parties have stipulated the precise date of their conclusion or the period for which they are concluded may be renewed successively by the parties, within the limits established in paragraph 1 of the previous article.
2. The renewal of the contract for a period other than the initial one must necessarily be in writing.
3. If one of the parties does not wish to renew the contract, it is mandatory to give 30 days' notice.
4. Failure to comply with the notice referred to in the preceding paragraph shall render the employer liable to pay the employee compensation for the 30-day period.
5. The Fixed-Term Employment Contract becomes an Indefinite Employment Contract if the maximum periods established in the previous article are exceeded.
6. The provisions of the previous paragraph do not apply to the contracts of retired employees.

ARTICLE 18

Probation period

1. In Indefinite employment contracts, the parties may define a probation period corresponding to the first 60 days of work; the parties may, by written agreement, reduce or waive this period.
2. The parties may, in writing, extend the probation period to a maximum of 120 days, and to a maximum of 180 days in the case of employees who have management duties.

3. In the case of a fixed-term employment contract, the parties may agree in writing to define a probation period, the duration of which shall not exceed 30 days.
4. During the probation period either of the parties may terminate the employment contract without observing any prior notice, paying any indemnity or offering any justification; the employer shall nonetheless pay the compensation due for the work performed.
5. Upon the probation period elapsing without any of the parties having exercised the right provided in the paragraph above, the employment contract becomes firm, and the time of service is counted as from the date on which the contract came into force.

ARTICLE 19

Nullity of the employment contract and contractual provisions

1. Any contract shall be null and void if executed in the following circumstances:
   (a) Its subject matter or purpose is contrary to the law or public policy;
   (b) The employee does not have the required professional degree, in the case of an activity for which the law requires such degree;
   (c) It is legally subject to a visa or authorization, and this has not been obtained prior to the beginning of the performance of work.
2. Contractual clauses and provisions shall be null and void if they:
   (a) Are contrary to mandatory legal provisions;
   (b) Contain discrimination of the employee by reasons of age, employment, professional career, salaries, duration of employment and other work conditions, race, color, sex, citizenship, ethnic origin, marital status, social rank, religious or political ideas, labor union affiliation, family links with other employees of the company, and language.
3. In case the nullity of the contract results from the situation described in subparagraph 1(c) above, the employer shall be liable for compensating the employee in accordance with Article 310.

ARTICLE 20

Effects of absolute nullity and relative nullity

1. The nullity of contract clauses does not affect the validity of the contract if they serve the purpose for which the contracting parties intended when entering into the contract.
2. Null clauses shall be replaced by the applicable provisions of the higher-ranking sources referred in Article 7.1.
3. Clauses which provide for special conditions or compensation in return of services included in the null section shall remain suppressed, in whole or in part, in the sentence declaring the nullity.
4. For as long as it is being performed, a null or annulled contract is as effective as if it were valid.
5. Absolute nullity may be declared at any time by the court having jurisdiction, ex officio or at the request of the parties or of the Labor General Inspectorate.
6. Relative nullity may be invoked by the party in whose favor it is legally established, within 6 months of the execution of the contract.
7. Should the cause of invalidity cease to exist while the contract is being performed, the contract shall be deemed valid from the onset; but should the contract be null and void, it shall only be deemed valid as from the moment when the cause of nullity ceased to exist.

SECTION II

Personality Rights

ARTICLE 21

Freedom of expression and opinion

Freedom of expression and dissemination of thought and opinion is recognized, with respect for the personality rights of the employee and the employer, including the natural persons who represent them, safeguarding the normal functioning of the company.

ARTICLE 22

Physical and moral integrity

The employee and the employer, including the entities that legitimately represent them, enjoy the right to their physical and moral integrity.

ARTICLE 23

Right to privacy

1. The employer and the employee must respect the personality rights of the counterparty, and it is their responsibility, to safeguard the privacy of their private lives.
2. The right to privacy covers both access to and disclosure of aspects relating to the intimate and personal sphere of the parties, namely those relating to family life, emotional life, sexual life, health, political and religious beliefs.

ARTICLE 24

Personal data protection

1. The employer shall not require a job applicant or employee to provide information relating to:
   (a) Their private life, except when this is strictly necessary and relevant for assessing their aptitude with regard to carrying out the Employment Contract and when the respective grounds are provided in writing;
   (b) Their health or pregnancy, except when this is warranted by particular requirements inherent to the nature of the professional activity and when the respective grounds are provided in writing.
2. The information referred to in subparagraph (b) of the previous paragraph shall be provided to the health professional, who may only inform the employer whether or not the employee is fit to carry out the work.
3. Jobseekers or employees who have provided personal information have the right to control their personal data, and may be informed of its content and purpose, as well as demand that it be corrected and updated.
4. The files and software used by the employer to process the personal data of the jobseeker or employee shall be subject to personal data protection legislation in force.

ARTICLE 25

Medical tests and examinations

1. Employers shall not, for the purposes of admission, require job applicants or employees to take or submit to medical tests or examinations, except when these are for the protection and safety of the employee or third parties, if justified by particular requirements inherent to the activity.
2. The employer shall not require a job applicant to take or present pregnancy tests or examinations.
3. The health professional responsible for the medical tests and examinations may only inform the employer whether or not the employee is fit to carry out the activity.

ARTICLE 26

Means of remote surveillance

1. The use of technological equipment or means of remote surveillance is lawful whenever its purpose is the protection and safety of people, goods and means of production or when particular requirements inherent to the nature of the activity justify it.
2. The employer shall not use means of remote surveillance in the workplace, through the use of technological equipment, for the purpose of monitoring the employee's professional performance.
3. In the cases provided for in paragraph 1 of this article, the employer shall inform the employee of the existence and purpose of the means of surveillance used, under the terms of specific legislation.

ARTICLE 27

Message confidentiality and access to information

1. Employees shall enjoy the right to confidentiality with regard to the content of messages of personal nature and access to information of a non-professional nature that they send, receive or consult in personal or employer's means of communication.
2. The provisions of the previous paragraph are without prejudice to the employer's power to establish rules for the use of means of communication in the workplace, under the terms of specific legislation.

SECTION III

Conditions Applicable to Specific Groups of Employees

SUBSECTION I

Women

ARTICLE 28

Gender equality and non-discrimination

1. Women may enter into any type of employment contract, and collective bargaining agreements or other regulatory provisions shall not establish discrimination in employment on the grounds of sex or marital status, even if there is an alteration over the course of the relationship.
2. Collective agreements and pay scales must guarantee full compliance with the principle of equal pay for equal work or work of equal value.
3. For the purposes of the previous paragraph:
   (a) Equal work, when it is the same or objectively similar in nature to the duties performed;
   (b) Work of equal value, when the tasks performed, although of a different nature are considered equivalent through the application of objective assessment criteria.

ARTICLE 29

Restricted work

1. Women shall not be engaged in work which involves actual or potential risks to their genetic function.
2. The list of jobs restricted to women is established by the President of the Republic, in his capacity as Head of the Executive, by means of a specific statute.

ARTICLE 30

Special rights

1. During pregnancy and after birth, working women have the following special rights, without any decrease in salary:
   (a) Not to be dismissed, except for a disciplinary offense that makes it immediately and practicably impossible to preserve the legal employment relationship;
   (b) Not to perform tasks that are unsuitable for her state or condition, whereby the employer must provide her with suitable work;
   (c) Not to work at night or overtime or to be transferred from one work center to another, unless they are located in the same geographical area and in order to allow for the change of work referred to in the previous paragraph;
   (d) To pause her daily work to breastfeed her child, for two periods of half an hour each during working hours.
2. In order to enjoy the rights provided in paragraph 1 above, the employee shall as soon as possible make proof of her pregnancy before the employer by submitting a document issued by the healthcare services, unless her condition is apparent.
3. The prohibitions set forth in subparagraphs 1(b) and 1(c) above shall apply up to three months after birth, but some of them may be extended if the need for such extension is justified by a medical document.
4. The interruptions in the daily work for breast-feeding referred in subparagraph 1(d) above shall take place at such times as chosen by the employee, with the agreement of the employer whenever possible; if the employee does not bring her child to the workplace, said interruptions shall be replaced by extending in one hour the rest and meal break or, if the employee so prefers, by reducing the regular normal daily work period, either at the beginning or at the end and in either case with no reduction in pay, for a period of up to 12 months.

ARTICLE 31

Maternity leave

1. Working women are entitled to a maternity leave of three months.
2. The period of leave to be taken after childbirth is extended by a further four weeks in the event of a multiple birth.
3. Maternity leave may begin four weeks before the expected date of birth, with the remainder to be taken afterwards.
4. Without prejudice to the provisions of the following articles, this regime shall be regulated by means of a specific statute.

ARTICLE 32

Pre-maternity leave

1. Pre-maternity leave is the period prior to maternity leave, under the terms of this statute, provided that it is granted by the Provincial Health Board and is characterized by the need for the insured pregnant woman not to carry out any work activity as a result of the high-risk pregnancy.
2. Pre-maternity leave may not exceed 180 days and starts from the date stated in the Order issued by the Provincial Health Board.

ARTICLE 33

Special situations

1. If the birth takes place after the date foreseen at the beginning of the leave, the leave shall be increased by the time necessary to last nine full weeks after the birth.
2. In the event of miscarriage, stillbirth or death of the newborn, the period of leave to be taken after the date of the occurrence shall be six weeks.
3. If the child dies before the end of maternity leave, the leave shall cease provided that six weeks have elapsed after the birth and the employee must return to work eight working days after the death.

ARTICLE 34

Complementary maternity leave

1. Upon termination of maternity leave under the terms of the previous article, the mother has the right to remain on leave for a maximum period of four weeks in order to accompany her child.
2. The exercise of the right referred to in the previous paragraph is unpaid and can only be exercised with prior notice to the employer, which must include the duration of the leave.

ARTICLE 35

Protection against termination for objective reasons

During pregnancy and up to 12 months after birth, the employees enjoys the special regime of protection against individual termination for objective reasons and against collective dismissal, in accordance with what is provided for employees with reduced work capacity.

SUBSECTION II

Minors

ARTICLE 36

General Principles

1. The employer shall afford to the minors at its service, even when under the apprenticeship regime, work conditions adequate to their age, avoiding any risk to their safety, health and education as well as any damage to their full growth.
2. The employer shall take measures conducive to the professional training of the minors at its service, and shall request the cooperation of the relevant official entities whenever it does not possess the appropriate structures and means for such purpose.
3. Employers who are authorized to employ minors who have not completed compulsory schooling must support them in their educational progress by collaborating with the relevant authorities.

ARTICLE 37

Execution of the employment contract

1. Employment contracts with minors must be concluded in writing and the minor must provide proof that they have reached the age of 14.
2. The authorization to execute the employment contract always entails the permission to exercise the rights and discharge the obligations pertaining to the employment relationship, to receive the salary and to terminate the contract.
3. The minor’s legal representative may at any time and in writing oppose to the continuation of the employment contract; this opposition takes effect two weeks after

it being notified to the employer, or immediately if its grounds are the need for the minor to attend an official education institution or professional training activity

4. The right of opposition of the legal representative ceases in case the minor, either by marriage or any other legal means, attains their majority.

ARTICLE 38

Permitted work

Minors may only perform light work which does not require great physical effort, and which is unlikely to harm their health or their physical and mental development, and which affords them learning and training opportunities.

ARTICLE 39

Prohibited or restricted types of work

1. Minors shall not be entrusted with work which, due to its nature and potential risks or
2. the conditions in which it is performed, may cause damage to their physical, mental or moral development.
3. Minors shall not work in theaters, cinemas, nightclubs, discotheques and similar establishments, nor shall they be allowed to sell or advertise pharmaceutical products, tobacco or alcoholic beverages.
4. A specific statute of the President of the Republic as the Head of the Executive shall establish the types of work which are prohibited or restricted to minors, as well as the conditions under which the minors who have completed 16 years of age may have access to such types of work for the purposes of professional on-the-job training.

ARTICLE 40

Medical exams to minors

1. Prior to hiring, minors shall be subject to a medical exam in order to verify their physical and mental capability for the performance of the relevant duties.
2. Medical exams shall take place every year until the minor reaches 18 years of age, in order to confirm that no damage to the minor’s health and development result from the performance of the relevant professional activity.
3. The Labor General Inspectorate may, on its own initiative, require interim medical exams, without prior notice to the employer.

4. If the medical exam report determines the need to adopt certain work conditions or the transfer to another job position, the employer is required to implement such determination.
5. The employer is required to keep the reports of the medical exams made to minors confidential, and make them available to the official health services and the Labor General Inspectorate.

ARTICLE 41

Compensation

The minors' salary is determined by reference to the salary of an adult employee of the same profession, or to the national minimum wage in the case of unskilled work, and except in the cases referred to in Article 60, the salary may neither be higher than 70% nor lower than 40%.

ARTICLE 42

Duration and organization of work

1. The minors' normal work period may not exceed 6 hours per day and 34 hours per week, if they are younger than 16 years of age, and 7 hours per day and 39 hours per week, if they are between 16 and 17 years of age.
2. Overtime work is forbidden but it may be authorized on an exceptional basis by the local services of the Labor General Inspectorate if the minor has completed 16 years of age and overtime work is intended to avoid serious damage as a result of any of the situations described in Articles 184.2(a) and 184.2 (b).
3. Overtime work performed in the exceptional cases referred in paragraph 2 above shall under no circumstances exceed 2 hours per day and 60 hours per year.
4. Minors aged 14 and 15 years of age may not work between 8 p.m. on a given day and 7 a.m. on the following day, and may not work in rotational shifts.
5. Minors who are 16 or 17 years of age may only work during the period referred in paragraph 4 above if doing so is absolutely indispensable for their professional training.

ARTICLE 43

Special work conditions

The work by minors shall be subject to the following special conditions:

(a) The work schedule shall be organized in such a way as to allow the minor to attend school or any official professional training activity in which they may be enrolled;

(b) The employer and those responsible for the work center shall educate the minor in terms of the attitude regarding work, safety and health at work, and work discipline;

(c) Insofar as the profession or specific work for which the minor was hired shows not to be adequate to the minor's capabilities, the employer shall to the extent possible and after consultation with the minor's legal representative facilitate the adequacy of the job position and duties;

(d) The minor may only be transferred from the work center with the express written permission of their legal representative.

SUBSECTION III

Employees with reduced work capacity

ARTICLE 44

General principles

Employers shall facilitate the employment of employees with reduced work capacity, affording them adequate work conditions and, either by cooperating with the State or on their own initiative, carrying out appropriate actions for professional training and improvement or professional conversion.

ARTICLE 45

Duties and job position requirements

The duties of the employees whose work capacity is affected by reduction of their physical or mental capabilities, whether such condition is innate or later acquired, shall be in accordance with the type and degree of disability, and take into account the employee's existing or remaining work capacity.

ARTICLE 46

Duration and organization of work

1. The work schedule of employees with reduced work capacity shall be organized taking into consideration their particular condition.
2. Whenever they so request, the employees referred to in paragraph 1 above shall work part-time, with the applicable reduction of the normal daily work period.
3. Employees with reduced work capacity shall not be required work overtime or to perform night work.

ARTICLE 47

Compensation

Employees with reduced work capacity who work full-time shall be guaranteed a compensation calculated in accordance with Article 28.2.

SECTION IV

Special Employment Contracts

SUBSECTION I

Special Types of Employment Contract

ARTICLE 48

Special employment contracts

1. The following contracts qualify as special employment contracts:
   (a) Group contracts;
   (b) Apprenticeship or training contracts;
   (c) Employment contracts onboard commercial or fishing vessels;
   (d) Employment contracts onboard aircraft;
   (e) Work-from-home employment contracts;
   (f) Employment contracts with civilian employees at military facilities;
   (g) Rural employment contracts;
   (h) Employment contracts with non-resident foreigners;
   (i) Temporary employment contracts; (j) Teleworking:

(k) Contract for the performance of a fiduciary role:
(l) Sports Employment Contract
(m) Domestic Work Contract
(n) Artistic Work Contract;
(o) Any other work legally qualifying as a special employment relationship.

2. The common provisions of this law shall apply to special employment contracts, with such exceptions and specificities as set forth in the following Articles and in specific laws.
3. The regulation of Special Employment Contracts must respect the principles and fundamental rights established in the Constitution of the Republic of Angola, in the International Conventions to which Angola is a party and in the Law.

ARTICLE 49

Group contract

1. In case an employer enters into a contract with a group of employees, considered as a whole, it will only become the employer of the head of the group, not of all its members.
2. The head of the group represents its members in the relationship with the company, and shall assume the obligations inherent to said representation, and the capacity as employer in relation to the members of the group.
3. If the employee, authorized in writing or in accordance with custom and usage, associates a helper or an auxiliary to the performance of their job, the employer of the former shall also be employer of the latter.

ARTICLE 50

Apprenticeship contract and training contract

1. Apprenticeship and training contracts shall be made in writing, and subject to the rules set forth in Articles 57 to 61.
2. Apprenticeship and training contracts are specifically subject to the provisions of Section III of this Chapter, as well as to the general provisions regarding work by minors should the apprentice or the trainee be under the age of 18.
3. The provisions of this Article shall not apply to the situations of apprenticeship and vocational training developed by the appropriate government entities in accordance

with Article 6.2, except if the respective legal regimes make an express reference hereto.

ARTICLE 51

Employment contracts onboard vessels

1. The employment contract onboard a vessel shall be made in writing and worded in a clear way so that the contracting parties are left with no doubts about their mutual rights and obligations, and shall state whether the contract is made for an indefinite period of time or for a period of time limited to one trip only.
2. If the contract is made for one trip only, it shall state the anticipated duration of such trip and identify in a clear fashion the destination port, and the stage of the commercial and shipping operations which are to be performed in the port at which the trip is deemed concluded.
3. If the time at sea is expected to be less than 21 days, the employment contract onboard a fishing vessel is not required to be made in writing.
4. The employment contract onboard a vessel shall specify the job and duties for which the sailor or fisherman is hired, the salary and additional payments or the basis for their calculation, even in the case of profit sharing; the contract shall bear the approval of the relevant port captain, who may refuse to approve the contract in case it contains clauses that are contrary to public policy or the law.
5. The place and date of the sailor's embarking shall be mentioned in the crew list.
6. The special conditions to which employment contracts onboard vessels are subject shall be defined by a statute of the President of the Republic, in his capacity as the Head of the Executive, with observance of ratified international labor conventions and of maritime enrolment regulations, and shall address the following matters: (a) Regulation of the work onboard, including the organization of work;
   (b) The shipowner's obligations, namely those concerning the places and timing for payment of salaries and additional benefits, as well as the manner of enjoyment of the rest periods;
   (c) Guarantees and privileges of the sailors' credits;
   (d) Board and accommodation conditions;
   (e) Assistance and indemnities due in case of accidents and diseases occurred onboard;
   (f) Conditions for return or repatriation, if any, in case the trip ends at a foreign port or at a port other than that of departure.

7. Any special conditions shall be made known to the sailors by the shipowner, shall be explained by the maritime authority at the time of the first enrolment in a crew list, and shall be affixed at the crew's quarters.

ARTICLE 52

Employment contracts onboard aircraft

The employment contract onboard commercial aviation aircraft shall be governed by the provisions of this Law in relation to matters not covered by the international regulations applicable to civil aviation and not expressly provided for in a separate statute.

ARTICLE 53

Work-from-home employment contracts

1. All employers who hire employees to work from home shall make available to them a document for the control of the activity developed, bearing the name of the employee, the nature of the work to be performed, the quantity of the raw materials delivered, the rates agreed for the calculating of the salary, the receipt of the items produced, and the dates of delivery and receipt.
2. A contract in which the employee acquires the raw materials and supplies the finished products to their seller for a fixed price shall, whenever the employee should be deemed to be on the economic dependence of the buyer of the finished products, qualify as the equivalent of a work-from-home employment contract.
3. The salary shall be set on the basis of productivity rates, which shall comply with Article 237.5.

ARTICLE 54

Employment contracts at military facilities

Subject to the relevant military laws and the disciplinary regulations applicable thereat, employment contracts for civilian employees at military facilities shall be subject to this Law.

ARTICLE 55

Rural employment contracts

1. Rural employment contracts for a limited period of time need not be made in writing; the instances when it is acceptable to execute such a contract shall be governed by the local traditions of the region in question, except in case the employee is displaced, with their residence being in a place other than that where the work center is located.
2. The regular duration of work shall not exceed 44 weekly hours, calculated on an average basis in relation to the duration of the contract, should its duration be less than one year, or on the basis of annual averages, if longer than one year. In keeping with the crops, activities and weather conditions requirements, the normal working period may vary provided it does not exceed 10 hours per day and 54 hours per week.
3. The work schedule shall be subject to the provisions of Article 148, with such adaptations as required.
4. The annual vacation leave shall be enjoyed at such time as set by agreement, but always during those periods in which the work schedule, within the flexibility referred to in paragraph 2 above, does not exceed 44 hours per week.
5. At the employee’s request, and the employer's written agreement, up 50% of the amount of the salary may be paid in goods produced or in foodstuffs of basic necessity, in accordance with Articles 242 and 244.
6. The legal framework of the rural employment contract may be extended by regulatory decree to employees engaged in other activities closely linked to agriculture, forestry, livestock farming or fisheries, provided that such activities are dependent on the weather conditions or are of a seasonal nature.

ARTICLE 56

Employment contracts with non-resident foreigners

This Law shall apply to employment contracts with non-resident foreigners regarding any matters not governed by specific laws or by bilateral agreements to which Angola is a party.

SUBESECTION II

Apprenticeship Contract and Professional Training Contract

ARTICLE 57

Apprenticeship contract and professional traineeship contract

1. This subsection and the general provisions on the work of minors, if the apprentice or trainee is a minor, are particularly applicable to apprenticeship and traineeship contracts.
2. Unless expressly referred to in the respective legal regimes, the contractual arrangements defined in this article do not apply to learning and vocational training opportunities promoted by the services responsible for implementing employmentpromoting public policies.

ARTICLE 58

Contents

1. Apprenticeship contracts and training contracts as defined in Article 24, shall specifically contain the following information:
   (a) The name, age, address and activity of the employer, or the company name should the employer be a legal person;
   (b) The name, age, address and school or technical qualifications of the apprentice or trainee, and the name and address of the minor's legal guardian, in the case of an apprentice;
   (c) The profession which the apprenticeship or training is aimed at;
   (d) The compensation and, in the case of apprentices who will live with the employer, the conditions of board and lodging;
   (e) The date and duration of the contract, and the place where apprenticeship or training is going to be carried out;
   (f) The authorization from the minor's legal guardian.
2. Copies of the apprenticeship contract or training contract shall be sent to the Labor General Inspectorate and the local Employment Center within five days of it being executed.

ARTICLE 59

Special rights and duties

1. The apprentice or the trainee shall neither be required to perform tasks and services alien to the profession for which the apprenticeship is provided, nor services which demand a great physical effort or which may in any way damage their health and their physical and mental development.
2. The employer shall treat the apprentice or trainee as if the employer were the head of a family, and provide them with the best conditions for learning and, if applicable, food and lodging.
3. If the apprentice has not completed their mandatory schooling period or if they are enrolled in a technical or professional course, the employer shall grant them the time required to attend the respective classes.
4. The employer shall progressively and fully teach the profession the subject of the contract, and at its completion shall deliver a statement confirming the conclusion of the apprenticeship or training and stating whether the apprentice or trainee is prepared to exercise such profession.
5. The apprentice or trainee owes obedience and respect to the employer, and shall use all their capabilities in the learning process.
6. The employer may dispose of and market the items produced by the apprentice or by the trainee during the learning period.
7. Except to the extent they are inconsistent with the provisions of the preceding paragraphs, Articles 81, 83 and 84 shall apply to the relationship between the employer and the apprentice or trainee.
8. A copy of the statement referred to in paragraph 4 above shall be forwarded to the Employment Center within five days of it being delivered to the apprentice or trainee.

ARTICLE 60

Compensation

1. The apprentice’s compensation shall as a minimum be equal to 30%, 50% and 75% of that due to an employee of the same profession, in the 1st, 2nd and 3rd years of apprenticeship, respectively.
2. In the 1st, 2nd and 3rd years, the minimum compensation due to the trainee shall correspond to 60%, 75% and 90% of that due to an employee of the same profession; in the following years it shall correspond to 100%.

ARTICLE 61

Termination of the contract

1. During the first 6 months of its duration, either party may freely terminate the apprenticeship or training contract; after such period has elapsed, only the apprentice or the trainee have such a prerogative.
2. Should the apprentice or trainee be admitted in the employer’s permanent staff immediately after the apprenticeship or training is concluded, the respective duration shall be counted for seniority purposes.

SUBSECTION III

Teleworking Contract

ARTICLE 62

Types of teleworking

The teleworking employment contract, while safeguarding security, privacy and effectiveness, may be exercised in the form of home teleworking, teleworking from a satellite office, teleworking from a community work center and nomadic teleworking.

ARTICLE 63

Equal treatment

Teleworkers have the same rights and duties as other employees, as provided for in articles 83 and 84, with the exception of rights incompatible with the nature of teleworking.

ARTICLE 64

Privacy of teleworkers

1. The employer must respect the privacy of the employee, respecting the terms of nonwork, the personal and family rest of the employee, thus safeguarding the employee's right to professional disconnection.
2. Whenever teleworking is carried out at the employee's home, visits to the workplace must only be for the purpose of checking on work activities and work equipment and may only be carried out between 9 a.m. and 5 p.m., with the assistance of the employee or a person appointed by the employee.

SUBSECTION IV

Contract for the Performance of a Fiduciary Role

ARTICLE 65

Contents of the Contract for the Performance of a Fiduciary Role

1. The contract for the performance of a fiduciary role must include the following information:
   (a) Identification of the parties;
   (b) Position or role to be performed by the employee;
   (c) Duration of the contract;
   (d) Professional classification and position held by the employee within the company, on the date the contract is signed, if applicable;
   (e) Duties and professional classification that they will hold at the end of the contract for the performance of a fiduciary role, in the case of an external worker and the agreement involves their integration into the workforce.
2. Whenever conditions allow, the employer may present the appointees at a specific event, which must be attended by the employees' trade union representative.
3. The Contract for the performance of a fiduciary role concluded with a member of staff implies the suspension of the Employment Contract in force prior to that contract.

ARTICLE 66

Termination of the Contract for the Performance of a Fiduciary Role

1. Either party may terminate the service commission at any time.
2. The service commission shall cease immediately upon termination or resolution by the employer, and the employer shall guarantee payment of salaries and supplements for a period of two months, even if the employee maintains the employment relationship with the employer.
3. Termination of the service commission on the employee's initiative is subject to 30 days' notice. Failure to comply with this requirement shall result in the employee compensating the employer with the amount of salary correspondent to 30 days.

ARTICLE 67

Employee rights

1. In the event of termination of the contract due to expiry or termination upon the appointee's initiative, the appointee shall be entitled to:
   (a) Return to the duties and position they held at the time of the contract or, in the meantime, would have been promoted to, had they not entered into another contract;
   (b) Inclusion in the duties and professional classification that have been agreed upon under the terms of Article 65.1(e), if, despite not being a member of the company's staff, such inclusion has been envisaged;
   (c) Compensation that may have been provided for in the agreement, if the integration referred to in the previous paragraph does not take place.
2. If the employee is a member of the employer's staff and the service commission is terminated due to dismissal, the employee is entitled to terminate the employment contract within 30 days of the dismissal/termination of the contract, with the right to compensation calculated in accordance with Article 310.2.
3. The rights provided for in paragraph 1(a) and paragraph 2 of this article are not enforceable if the termination of the service commission is the result of dismissal for cause which is not declared unfounded.

ARTICLE 68

Time of service

The time spent holding office or performing duties under this regime shall be counted for all purposes as if it had been performed in the professional classification held by the employee within the company or in the classification due to them under the terms of paragraph 1 (a) of the previous article.

ARTICLE 69

Exclusion

Where a person is not a member of the staff of a public company or where the competent public body has the legal right to appoint and dismiss managers, the performance of the respective duties by appointment of the Executive shall be excluded from the provisions of this section, under the terms of Article 2 (c).

SUBSECTION V

Sports Employment Contract

ARTICLE 70

Form and registration of the sports employment contract

1. Without prejudice to the provisions of other legal provisions and national and international sports regulations, the Sports Employment Contract shall be drawn up in quadruplicate, with each party keeping one copy, a third for the purposes of registration with the regulatory sports body and a fourth sent to the Labor General Inspectorate.
2. The sportsperson's participation in professional competitions depends on the prior registration of the Sports Employment Contract with the competent sports body.

ARTICLE 71

Duties of the sports employer

Without prejudice to the provisions in specific legislation, the sports employer shall have the following duties:

(a) Guarantee medical assistance and medication to sports practitioners during the period in which they are representing the federation or club;
(b) Provide sportspeople with the necessary conditions for sports participation, as well as effective participation in training and other preparatory activities for sports competition;
(c) To submit sportspeople to the clinical examinations and treatments necessary for the practice of the sporting activity;
(d) To allow sportspeople to take part in preparation work and join national teams or representations, in accordance with the federation's regulations;
(e) Promote the registration of the Sports Employment Contract, as well as the contractual modifications subsequently agreed upon under the terms of paragraph 2 of the previous article.

ARTICLE 72

Duties of the sportsperson

Without prejudice to the provisions set out in specific legislation, sportspeople have the following duties:

(a) To perform the sporting activity for which they have been contracted, participating in training sessions, internships and other preparatory sessions for competitions

with the dedication and diligence consistent with their psycho-physical and technical conditions and, therefore, in accordance with the rules of the respective sporting discipline and the instructions of the sporting employer;

(b) To maintain the physical condition that allows them to take part in the sporting competition covered by the contract;

(c) Submit to the clinical examinations and treatment necessary for practicing sport;

(d) Comply with the rules of discipline and sporting ethics in the exercise of their sporting activity.

ARTICLE 73

Remuneration

1. Any clause in the Sports Employment Contract that determines an increase or decrease in remuneration in the event of a rise or fall in the competitive level in which the sports employer is integrated shall be valid.
2. When the remuneration includes a portion, which pertains to the sporting results obtained, it is considered to be due, unless otherwise agreed, with the remuneration of the month following the one in which those results occur.

SUBSECTION VI

Domestic Work Contract

ARTICLE 74

Form of the domestic work contract

1. The Domestic Work Contract must be concluded by completing the domestic service worker's booklet, under the terms of specific regulations approved by the Head of the Executive Power.
2. Failure to complete the booklet referred to in the previous paragraph shall not invalidate the validity of the contract.
3. For the purposes of the previous paragraph, proof of the existence of the contract and its conditions may be provided by any means permitted by law, and its existence shall be presumed between the person providing domestic service and the person receiving it.

ARTICLE 75

Types of domestic employment contract

1. The Domestic Work Contract may be signed on a full-time or part-time basis.
2. The Employment Contract shall be concluded on a full-time basis, whenever it includes accommodation and meals.
3. The employer under a full-time employment contract must ensure working conditions that respect the worker's privacy.
4. Domestic workers may enter into contracts of the same or another nature with other employers, as long as the working schedules do not overlap.
5. At the end of an employment contract concluded abroad with a foreign domestic worker, the employer must provide the conditions for the worker's return to the country of origin.

ARTICLE 76

Registration of the contract

The Domestic Work Contract must be registered with the Management Authority for Mandatory Social Protection upon the worker's registration.

CHAPTER III

Contents of the Employment Relationship

SECTION I

Powers, Rights and Duties of the Parties

ARTICLE 77 **Powers of the employer**

1. The employer has the following powers:
   (a) To manage the business of the company and to organize the use of the production factors;
   (b) To ensure the progressive increase of production and productivity, as well as the economic development and the social responsibility of the company;
   (c) To organize work in accordance with the development level attained, so as to obtain high levels of efficiency and profitability, taking into consideration the specificities of the technological process and the employees' technical and professional qualifications;
   (d) To define and distribute tasks amongst the employees, in keeping with their qualifications, skills and professional experience;

(e) To prepare internal regulations and such other instructions and rules as are required for the work organization and discipline;

(f) To assess the employees' performance in accordance with the standards defined

(g) in the company's internal regulations;

(h) To adjust the working conditions and tasks of the employees, for either technical, organizational or production reasons;

(i) To ensure the discipline at work and to exercise disciplinary authority over the employees;

(j) To ensure respect for and the protection of the company's property and other assets required for the normal performance of work.

2. The above powers shall be directly exercised by the employer, by the management and by those responsible for the various units of the company

ARTICLE 78

Work organization

The authority to organize work includes the right to set the working periods for the various units of the company and to define the work schedules, of the employees' representative bodies under the terms of the law.

ARTICLE 79

Variation of work conditions

1. The variation of the work conditions and of the employees' tasks shall comply with the following principles:

   (a) The impact on the work duration, the working schedules, the compensation system, the employees' tasks and the workplace; (b) Compliance with the statutory limits and rules.

2. The variation of the employees' tasks and workplace are governed by Articles 127 et seq. of this law.
3. The variation of work may not result in a permanent and substantial variation of the employee's employment status, except if such variation leads to career progression or in the cases and conditions expressly provided for.

ARTICLE 80

Work discipline

1. As regards work discipline, the employer may adopt such surveillance and control measures as are deemed required for verifying the fulfilment of the labor obligations and duties
2. When required, the employer may verify when the instances of illness and accident, or the other situations reported in justification of absences from work.

ARTICLE 81

Duties of the employer

The employer has the following duties:

(a) To ensure that the employee has an actual job that corresponds to an occupational category and professional classification appropriate to the duties and tasks inherent to the position, in line with the respective occupational qualifier;

(b) To treat and respect the employee, and to contribute to the improvement of the employee's material and cultural standards;

(c) To provide suitable working conditions to allow employees to carry out their work;
(d) To timely pay salaries and other due benefits;

(e) To favor good work relationships within the company, and to contribute to the creation and maintenance of conditions for harmony and motivation at work;

(f) To accept and review critics, suggestions and proposals from the employees regarding the work organization, and keep the employees informed on the decisions made;

(g) To favor and facilitate the employees' attendance of professional training programs and actions;

(h) To adopt and strictly enforce measures on safety, health and hygiene at work;

(i) To comply with the legal provisions on labor union organization and labor union activities;

(j) Not to enter into or accede to agreements with other employers aiming at mutually limiting the hiring of employees who have rendered services to them;

(k) Not to hire employees still included in the permanent staff of another employer, whenever such hiring would result in unfair competition or violation of trade secrets; doing so makes the employer incur in civil liability;

(l) To comply with all the other legal obligations related to work organization and performance of work.

ARTICLE 82

Professional training and improvement

1. Professional training is aimed at affording the employees the conditions for obtaining theoretical and practical skills to ensure and improve their qualification for the exercise of the duties inherent to their jobs.
2. Professional improvement is aimed at enhancing the employees' professional qualification and at allowing their permanent adjustment to the changes in work techniques, technologies and conditions as so to increase productivity and competitiveness.

ARTICLE 83

Rights of the employee

The employee has the following rights:

(a) To be treated with respect, integrity and dignity;
(b) To have an effective occupation
(c) To be assured employment and work stability, and to perform tasks suitable for their skills and professional training, within the type of job they were hired for;
(d) To effectively enjoy the daily, weekly and annual rest periods guaranteed by law
(e) To regularly and timely receive a salary and other due benefits as provided by law
(f) To be included in the professional training plans
(g) To enjoy good conditions of safety, health and hygiene at work
(h) To exercise the right of challenge and appeal as regards to the work conditions and the violation of their rights;
(i) To take part in the social activities provided by the employer;
(j) To be registered with the mandatory social protection system.

ARTICLE 84

Duties of the employee

The employee has the following duties:

(a) To perform work diligently and zealously, contributing to the improvement of productivity and of the quality of the goods and services;
(b) To carry out the tasks inherent to the job;
(c) To comply with the lawful orders and instructions;
(d) Attend work assiduously and punctually;
(e) To respect and treat managers, colleagues and other persons in the workplace with courtesy and loyalty;
(f) To make an adequate use of the tools and materials provided by the employer for the performance of the work, including the equipment for individual and collective protection;
(g) To protect the company's assets and production against damage, destruction, loss and misappropriation;
(h) To strictly comply with safety, health and hygiene at work and fire prevention measures and to help avoid risks that could endanger their safety, that of their colleagues, third parties and the employer, as well as the employer's facilities and materials;
(i) To keep professional secrecy;
(j) To be loyal to the employer, neither doing business nor working for their own account or for the account of somebody else in competition with the employer;
(k) Not to hold partisan or religious meetings in the work center, except in the case of tendency organizations;
(l) To comply with the other obligations imposed by law or collective bargaining agreement, or defined by the employer under the employer's powers of management and organization.
(m) To take part in training programs organized by the employer.

ARTICLE 85

Restrictions to freedom of work

1. A contractual clause restricting the activity of the employee for a period of time of up to 3 years as from termination of the employment contract is lawful provided that all the following conditions are met:
   (a) Such clause is included in the written employment contract, or in an addendum;

(b) The activity in question may cause effective damage to the employer, and may qualify as unfair competition;

(c) The employee is paid a salary during the period of restriction of work, the amount of which shall be stated in the contract or in an addendum

2. A clause imposing an employee who benefitted from professional improvement training or a higher education course at the expense of the employer the obligation to remain at the service of the same employer for a certain period of time shall also be lawful, provided that such clause is put in writing and provided further that such period does not exceed 1 year in the case of professional improvement training and 3 years in the case of a higher education course.
3. In the case referred to in paragraph 2 above, the employee may release themselves from remaining at the service of the employer by returning to the employer the amount of the expenses incurred by the latter, pro rata to the time remaining until the end of the agreed period.
4. An employer who hires an employee within the period of restriction of activity or the period of continuance at the company's service shall be jointly and severally liable for the damage caused by the employee or for any amount they have not reimbursed.

SECTION II

Labor Discipline

ARTICLE 86

Disciplinary power

The employer has disciplinary power over the employees at its service, and may exercise it in relation to the disciplinary offenses committed by the employees.

ARTICLE 87

Disciplinary measures

1. In case of disciplinary offense by the employees, the employer may apply the following disciplinary measures:
   (a) Verbal warning
   (b) Written warning
   (c) Temporary demotion in category;
   (d) Temporary salary reduction;

(e) Work suspension with partial salary loss; (f) Disciplinary termination.

2. The temporary salary reduction may range from 1 to 6 months, in keeping with the seriousness of the offense, and may not be higher than 20% of the monthly base salary.
3. Suspension from work with loss of pay may not exceed 30 days for each offense, and 60 days in any calendar year.
4. The amount of the salaries not paid to the employee as a result of the reduction or suspension referred to in paragraph 1 (d) above shall be lodged in the Social Security account by the employer, under the reference “Disciplinary Measures” and stating the name of the employee; the employer’s and the employee’s contributions to Social Security shall also be levied on such amounts.

ARTICLE 88

Disciplinary proceedings

1. A disciplinary measure may not be applied without a prior interview with the employee, with the exception of verbal and written warnings.
2. The disciplinary procedure is the responsibility of the employer, and may be expressly delegated to persons associated with the company or otherwise.
3. The disciplinary procedure shall always begin with a convening notice for an interview, which must include:
   (a) A detailed description of the facts of which the employee is accused;
   (b) The legal definition of the alleged offenses;
   (c) The date, time and place for the interview
   (d) The information that the employee may be accompanied at the interview by a person they trust and up to three witnesses, whether or not they belong to the employer's staff or the union to which the employee is affiliated.
4. The convening notice can be issued in one of the following manners:
   (a) Delivery of the advice of receipt to the employee;
   (b) With the signature of two witnesses, should the employee refuse;
   (c) By registered mail;
   (d) The employee's corporate e-mail address.
5. It is forbidden to initiate disciplinary proceedings against an employee who is on annual vacation leave.

ARTICLE 89

Preventive suspension of the employee

1. Without prejudice to the timely payment of the employee's base salary, the employer may, concurrently with delivery the convening notice for the interview, suspend the employee if their presence at the workplace is deemed to be inconvenient.
2. If the employee is a labor union representative or a member of the employees' representative body, notice of such suspension shall be given to the body of which they are a member.

Article 90

Interview

1. The interview shall always take place within a period of no less than five days and no more than 10 working days from the date of delivery of the notice, so that the employee can consult the file and present the elements they consider relevant to clarify the facts and their participation in them.
2. During the interview, the employer may be accompanied by 1 person it trusts or witness, and the employee may be accompanied by up to 3 people they trust or witnesses; these people may be alien to the company.
3. During the interview, the employer or a representative shall state the reasons for the disciplinary measure which the employer intends to apply and shall hear the explanations and justifications offered by the employee, as well as the arguments put forth by the person who assists the employee.
4. During the interview, no facts that are detrimental to the employee and that are not included in the notice must be added.
5. The meeting shall be recorded in writing and signed by the parties, including the witnesses, immediately upon ending.
6. In case the employee fails to attend the meeting but the person they appointed is present, the meeting may, depending on the justification for the employee's absence offered by the person in attendance, be adjourned to a date within the next 5 business days; said new date is notified to the employee through the person in attendance.
7. If neither the employee nor a person in their stead is present, and the absence is not justified by the employee within 3 business days, the employer may, at the end of this period, immediately decide on the disciplinary measure to be applied.

ARTICLE 91

Application of disciplinary measures

1. The decision to apply a disciplinary measure may not be validly made before three business days or after 30 days have elapsed since the date of the interview.
2. The measure applied is notified in writing to the employee within 5 days of the decision being made, by any of the means referred to in Article 88.4, and the notice shall specify the facts attributed to the employee and the consequences thereof, the outcome of the interview and the final decision as to the application of a disciplinary measure.
3. If the employee is a labor union representative or a member of the employees' representative body, a copy of the notice to the employee shall be sent, within the same time period, to the labor union or to the employees' representative body, which shall have 10 business days to make their position known.

ARTICLE 92

Choice of disciplinary measure

1. In determining the disciplinary measure all circumstances under which the offense was committed shall be considered and weighted, bearing in mind its seriousness and consequences, the degree of the employee's fault, the employee's disciplinary record, and all the circumstances that may aggravate or mitigate their liability.
2. No more than one disciplinary sanction may be imposed for the same offense, or for all the different offenses committed up to the decision.

ARTICLE 93

Previous consideration on the disciplinary measure

The time period referred in Article 91.1 is aimed at allowing the employer or appointed representative to review the facts deemed to qualify as a disciplinary offense and the defense submitted by the charged employee in accordance with Article 91.2, in order to correctly establish the facts, the defense, the employee's disciplinary record, and the circumstances surrounding the facts and which should be weighted in determining the disciplinary measure.

ARTICLE 94

Enforcement of disciplinary measure

1. The disciplinary measure applied by the employer shall be effective as from the employee being notified thereof, unless its immediate enforcement entails serious inconvenience to the work organization; if this is the case, it may be postponed for a period not to exceed 30 days.
2. The last segment of the paragraph 1 above shall not apply to the disciplinary measure of termination, which shall be enforced immediately.

ARTICLE 95

Registration and disclosure of disciplinary measures

1. Disciplinary measures, with the exception of verbal warnings, are always recorded in the employee's individual file, and all measures which have been applied less than 5 years before are to be taken into consideration in assessing the employee's disciplinary record.
2. Disciplinary measures, with the exception of verbal warnings, may be disclosed within the company or work center.

ARTICLE 96

Right to challenge

1. The employee may challenge the disciplinary measure if they consider that they have not committed the actions they are accused of, or that the measure is unfair, null or abusive.
2. The appeal referred to in the previous paragraph must be made within 30 days of the date of notice.

ARTICLE 97

Abusive exercise of disciplinary power

1. Disciplinary measures are deemed abusive if they are applied by reason of the employee:
   (a) Having lawfully complained against the work conditions and the violation of their rights;

(b) Exercising or being a candidate to exercise the duties of representative in a labor union or in the employees' representative body, or other related duties.

2. In case of abusive exercise of disciplinary powers, the employee may resort to the competent authorities.

ARTICLE 98

Consequences of abusive exercise of disciplinary power

1. In the cases referred in Articles 97.1(a) and 97.1(b) above, if the disciplinary measure is considered abusive, the employer shall be sentenced to:
   (a) Pay the employee, an indemnity corresponding to 5 times the portion of the salary that the employee did not receive, If the disciplinary measure is salary reduction or suspension with partial salary loss;
   (b) If the disciplinary measure is termination, to reinstate the employee, who shall then be paid the salaries they ceased to receive up to reinstatement.
2. If, under the terms of subparagraph (b) of the previous paragraph, the employee does not wish to be reinstated, the employer shall be ordered to compensate the employee, under the terms of Article 309, in addition to a further five base salaries.

ARTICLE 99

Criminal liability concurrent with disciplinary liability

The exercise of the disciplinary power shall neither prevent the employer from simultaneously seeking from the employee redress for the losses suffered as a result of the employee's faulty behavior, nor from filing a criminal complaint if said behavior qualifies as crime under the criminal laws.

Article 100

Material liability

1. The employee's material liability for damages or destruction of facilities, machinery, equipment, tools, means of transport or other means of work or production, or for any other property damage caused to the company, namely by breach of Article 84(f), shall be subject to the following rules:
   (a) If the damage is caused voluntarily, the employee is liable for them and for the consequential losses, in their entirety;

(b) If the damage is caused voluntarily by several employees, their liability is joint and several, and the employer may claim the whole of the damage from any or from all of them, on a proportional basis; the employee who is sentenced to pay the indemnity for the whole damage has the right to seek reimbursement from the other employees involved;

(c) If the damage is caused involuntarily, or should it be the result of the loss or going astray of tools, equipment or gear entrusted to the employee for their own use, or from the loss or going astray of money, assets or valuables for which they are responsible by reason of their duties, the employee is liable only for the direct loss, and not for consequential losses.

2. In the cases of subparagraphs 1(a), 1(b) and 1(c) above, the employee's liability shall be limited to the amount of the monthly salary; however, in the following situations the employee's liability for the direct loss may be claimed in its entirety:

(a) In the case of loss or going astray of tools, equipment or gear, or money, assets or valuables;

(b) If the damage is caused while the employee is under the influence of intoxicating or psychotropic substances;

(c) If in the case of a traffic accident this is caused by speeding, reckless driving or in general by a serious fault of the driver.

3. As a condition for its validity, any agreement between the employer and the employee on the amount of the indemnity due by the latter, or on the manner to remedy the damage caused, shall be made in writing.

ARTICLE 101

Statute of limitations and expiry

1. Subject to expiry, the disciplinary procedure referred to in Article 88 shall be initiated within 22 business days following the day on which the employer or hierarchical superior with disciplinary powers became aware of the disciplinary offense and its alleged perpetrator.

2. The disciplinary offense shall expire one year after the date on which it took place, except in cases where the act constitutes a crime, in which case the limitation periods provided for in Criminal Law shall apply.

SECTION III

Regulations

ARTICLE 102 **Internal regulations**

1. The employer may draw up internal regulations.
2. The regulations referred to in the previous paragraph must comply with the rules on:
   (a) Work organization and work discipline;
   (b) Safety, health and hygiene at work;
   (c) Performance indicators
   (d) Remuneration system;
   (e) Working hours for the various units of the company or work center;
   (f) Control of admittance and exit and circulation within the company's premises, surveillance and control of production.
3. Employers employing more than 50 workers are required to draw up internal regulations.
4. In preparing internal regulations, the employer shall consult the employees' representative body, which shall have 20 business days to make their position thereon known.

ARTICLE 103

Information and registration

1. Whenever the internal regulations deal with work performance and discipline, remuneration systems, performance assessment or safety, health and hygiene at work, the employer shall submit the relevant regulation to the Labor General Inspectorate for information and registration.
2. In the event of any irregularities being detected, the Labor General Inspectorate shall launch the appropriate remediation mechanisms.

ARTICLE 104

Publication

1. Upon being approved, the regulations shall be published or affixed at the work center, in places frequented by the employees, in order for them to become aware of its contents.
2. The regulations shall only become effective 30 business days after being published in the company referred to in the previous paragraph.

ARTICLE 105

Effectiveness

The regulations and the other rules in force in the company, as referred to in Article 38, are binding upon the employer and the employees, and must be mandatorily complied with by the employees in accordance with Article 84 (l).

ARTICLE 106

Nullity

Any provisions of the regulations which contravene the law, international conventions to which Angola is a party and collective bargaining agreements shall be null and void.

CHAPTER IV

Variation of the Employment Relationship

SECTION I

Types of Variation of the Employment Relationship

SUBSECTION I

Types of Variation of the Employment Relationship

ARTICLE 107

Types of variation of the employment contract

Unless otherwise agreed by the parties, the Employment Contract may be altered by the following circumstances:

(a) Transfer of undertakings
(b) Occasional assignment of employees within a business group;
(c) Functional mobility;
(d) Change of category;
(e) Job swaps;
(f) Geographical mobility.

SUBSECTION II

Transfer of Undertakings

ARTICLE 108

Types of transfer of undertakings

1. The transfer of a company or establishment occurs through a change in its legal situation.
2. The change in the legal situation may occur by transfer, merger, demerger, operation transfer or other changes permitted by law.

ARTICLE 109

Obligation to inform employees

1. The transferor must inform the employees' representatives or, in their absence, the employees themselves of the transfer of the undertaking, the reasons for it and the date on which it is to take effect, its consequences for the employees and the measures envisaged for them.
2. Employees must be informed in writing at least 22 working days before the transfer takes place or by posting a notice on the company's premises in the most accessible and visible places.
3. During the period established in the previous paragraph, the employees' representatives or, in their absence, the employees may obtain further clarification from the transferor on the transfer process.

ARTICLE 110

General effects of the transfer of undertakings

1. The variation of the legal status of the do not constitute just cause for termination.
2. The employees retain their seniority and categories and continue to carry out the activities assigned to them by the previous employer, and the new employer may, within the legally permitted limits, assign them different tasks.
3. The transferor's rights and obligations arising from an employment contract or employment relationship existing at the time of the transfer of the company or establishment are transferred to the acquirer, even if the employment relationship ended before the transfer.
4. The transferor and the purchaser are jointly and severally liable for obligations arising from an employment contract or employment relationship existing before the date of transfer.
5. Employees retain their acquired rights and any rights that are in the process of being acquired under the previous employer.
6. Within 22 working days of the transfer of the company or establishment, employees have the right to terminate the employment contract with prior notice, under the terms of Article 305.

ARTICLE 111

Liability for the payment of social security arrears

The transferor and the acquirer shall be jointly and severally liable for social security arrears existing on the date of the transfer of the company or establishment.

ARTICLE 112

Effects of the transfer of a company or establishment on collective bargaining

1. After the transfer, the acquirer shall maintain the working conditions agreed by a collective bargaining agreement, in the same terms as it provides for the transferor, until the end of its validity period, unless there are duly proven economic, technological or structural reasons.

2. In the absence of an agreed term of validity, the purchaser remains bound by the working conditions agreed by a collective bargaining agreement until the date of entry into force or application of another collective bargaining agreement.

ARTICLE 113

Obligation to provide information

1. The transferor must notify the purchaser of all the rights and obligations transferred to the latter under the terms of the previous articles.
2. Failure to notify as referred to in the preceding paragraph shall not prevent the transfer of the rights or obligations referred to therein, nor shall it affect the rights of any employee, and the transferor shall be liable for any damages suffered by the purchaser.

ARTICLE 114

Notice to the Labor General Inspectorate

Within 15 days of the transfer, the new employer shall inform the Labor General Inspectorate of the future situation of the workers, giving due justification, in accordance with the provisions of Article 110.2.

SUBSECTION III

Mobility of Workers within a Business Group

ARTICLE 115

Concept of employee mobility

Worker mobility means the assignment of an employee from a certain company to work for another company within the same group, under the management of the latter, while maintaining the contractual relationship with the first company.

ARTICLE 116

Material conditions for eligibility of employee mobility

1. The mobility of any employee is only valid if, the following material conditions are cumulatively met:
   (a) The employee in question is bound to the transferor by an employment contract for an indefinite period of time;
   (b) The mobility happens between affiliated companies, in a corporate relationship of simple participation or reciprocal participation or in a group, in the form of a control relationship, a group relationship established by a parity contract or a group relationship established by a subordination contract;
   (c) The employee agrees to the mobility;
   (d) Mobility does not exceed three years, at the end of which the employee may be permanently transferred.
2. Without prejudice to the provisions of the legal framework for non-resident foreign workers, the mobility of an employee with a Fixed-Term Employment Contract converts said contract into an Indefinite Employment Contract.

ARTICLE 117

Formal requirements for eligibility of employee mobility

The validity of employee mobility is subject to the conclusion of a written agreement between the companies involved, which must include the following information:

(a) Identification and address, family address or registered office of the parties;
(b) Identification of the employee's home address;
(c) Specification of the reasons for the mobility;
(d) Specification of the activity to be carried out by the employee;
(e) Specification of the mobility start date and duration; (f) A statement of agreement from the employee.

ARTICLE 118

Work provision regime

1. For the duration of the mobility, the worker shall be subject to the internal regulations of the transferee with regard to performance, location, duration of work, occupational health and safety rules and access to social facilities.

2. In the event of suspension of the employment contract due to a fact concerning the transferee, the mobility is suspended and the employee returns to the company from which they were transferred.

ARTICLE 119

Compensation

The employee retains the right to the compensation they were entitled to in the transferor company, but if the employees of the transferee company receive higher compensation for the same work, the transferred employee is entitled to such compensation.

ARTICLE 120

Allowances and other benefits

The assigned employee shall be entitled to the vacation and Christmas allowances and other regular and periodic benefits to which the employees of the transferee company are entitled for the same work, in proportion to the duration of the mobility.

ARTICLE 121

Right to annual vacation leave

No employee may, on account of mobility, be denied the leave to which they are entitled.

ARTICLE 122

Seniority of the transferred employee

For the purposes of seniority, promotion and career progression, the time worked in the transferee company counts as time worked in the transferor company, and the worker may not suffer any detriment as a result of the transfer.

ARTICLE 123

Interruption of mobility

1. Where there is just cause, the employee may notify the transferor employer of the interruption of mobility in writing, stating the respective grounds, within 30 days of becoming aware of the facts.

2. For the purposes of the previous paragraph, the substantial modification of previously established working conditions, without the employee's agreement, shall constitute specific just cause.
3. Within seven days of notification, the transferor company must reassign the worker under the terms and conditions established in this Law.

ARTICLE 124

Vicissitudes of mobility

Upon termination of the mobility agreement, extinction of the transferee entity or extinction of the activity for which the employee was transferred, the employee shall return to the service of the transferor, under the terms of this Law.

ARTICLE 125

Right of option

1. When the mobility of a worker is not subject to substantive or formal requirements, the worker shall have the right to remain at the service of the transferee.
2. This right to remain at the service of the transferee must be exercised until the end of the mobility, by notifying the transferor and transferee companies.

ARTICLE 126

Insolvency or dissolution of a controlled, subordinate or dependent company

1. If, in the course of the employee's mobility and as a result of complying with the provisions of the Companies Act, the controlled company or subordinate company declares insolvency or is dissolved by decision of the controlling company, the employee shall be considered to be part of the effective staff of the transferee, under the Indefinite Employment Contract and with the seniority resulting from their work at the transferor.
2. Should, in the course of the occasional assignment of an employee and as a result of instructions from the controlling company or the management company, the controlled company or the subordinate company declare insolvency, the assigned employee shall be considered to be part of the effective staff of the transferee, under an Indefinite Employment Contract and shall retain the seniority resulting from his work at the transferor.

3. The same shall apply when a company, either directly or through other entities, fully dominates another company and a General Meeting convened by the board of the dominant company deliberates the dissolution of the dependent company.

SUBSECTION IV

Functional Mobility

ARTICLE 127

Requirements for the eligibility of functional mobility

In exercising management powers, the employer may order the employee to perform other duties, provided that the following requirements are cumulatively met:

(a) The existence of a company interest that justifies the reassignment order;
(b) The duties to be performed are not included in the contracted activity;
(c) The performance of the new duties is temporary;
(d) The employee's employment situation must not be substantially altered.

ARTICLE 128

Rules governing the performance of new duties

1. The reassignment order must be justified, stating the business grounds that lead the employer to order the performance of duties which are not included in the contracted activity or which are part of a different occupational category, and shall be communicated to the employee.
2. The performance of the new duties may not last longer than 15 months, unless it is to replace an employee who is temporarily unable to work or unless the parties agree to extend this period.
3. The employee retains the right to the compensation and other benefits they received in their former position, if the new position involves less favorable treatment, but is entitled to the new position's inherent treatment, if this is more favorable.
4. Unless otherwise agreed, the employee does not acquire the category corresponding to the duties temporarily performed.

SUBSECTION V

Moving to a Lower Category

ARTICLE 129

Eligibility requirements for moving to a lower category

1. An employee may only be moved to a lower category than that to which they were hired or promoted if all of the following conditions are cumulatively met:
   (a) An urgent need on the part of the company or the employee;
   (b) The employee's consent;
   (c) Permission from the Labor General Inspectorate, whenever such a reduction in category involves a reduction of the employee's salary.
2. If the change to a lower category occurs due to an urgent need on the part of the company, the employee has the right to return to the category to which they were hired or promoted, as soon as the reasons justifying the change no longer exist.
3. Should the employee not be in agreement, the provisions of articles 284 et seq. shall apply.

SUBSECTION VI

Exchange of positions

Article 130

Legal regime for the exchange of positions

1. Whenever two employees, by mutual agreement and upon authorization of the employer, exchange their positions, such exchange shall be made in writing and signed by the employees and by the employer.
2. Each employee shall receive the salary corresponding to the position they are going to hold, and shall comply with the corresponding work requirements.

SUBSECTION VII

Geographical Mobility

ARTICLE 131

Material requirements for the eligibility of a change of workplace

The employer may transfer the employee from the workplace, on a temporary or on a definite basis, in the following situations:

(a) For technical, organizational or production reasons, provided there is no serious damage to the employee;
(b) Total or partial relocation of the work center where the employee works; (c) Elimination of their existing position.

ARTICLE 132

Formal requirements for the eligibility of a change of workplace

1. Any decision to transfer workplaces, which must be duly substantiated, must be communicated to the affected employee with a minimum of 30 days' notice.
2. The communication must be made in writing and state the expected duration of the transfer.

ARTICLE 133

Employee rights in the event of geographical mobility

1. The employer shall bear the costs incurred by the employee as a result of the increase in travel costs and the change of residence or, in the case of a temporary transfer, the cost of accommodation.
2. The conditions of the worker's transfer are established by agreement between the parties, safeguarding the stability of the employee's family as well as other relevant situations.
3. The employee, claiming that the reasons provided by the employer do not exist or that there is considerable damage resulting from the decision to temporarily or permanently relocate, may terminate the employment contract with just cause pertaining to the employer, and is entitled to receive an indemnity, calculated in accordance with Article 310.

ARTICLE 134

Change of workplace of union representative

1. An employee elected to the employee's collective representation bodies may be transferred to another workplace, upon their agreement, except in cases where the transfer is the result of the total or partial extinction or relocation of the work center where they work.
2. The employer must communicate the transfer of the union representative employee to the structure to which they belong, with a minimum of 22 business days' notice.

CHAPTER V

Work Conditions

SECTION I

Safety, Health and Hygiene at Work

Article 135

General obligations of the employer

1. In addition to the other duties set forth in this Law, namely in Article 81 (h), the employer is subject to the following general obligations with regard to safety, health and hygiene at work:
   (a) Ensuring safety, hygiene and health conditions, providing employees with good physical, environmental and psychological working conditions, complying with and enforcing compliance with the applicable laws and regulations and the general instructions issued by the competent authorities;
   (b) To organize and provide adequate on-the-job training in the areas of safety, health and hygiene at work to all employees who are hired, who change their job position or work techniques and processes, who use new substances the handling of which may involve risks, or who return to work after an absence longer than 6 months;
   (c) To ensure that no employee is exposed to the effects of physical, chemical, biological or environmental conditions or agents, or conditions or agents of any other nature, or to weights, without being warned about the damage those

conditions or agents may cause to health and informed of the means to avoid them, and to prevent such exposure;

(d) Whenever necessary to prevent to the extent reasonable the risks of accidents or damaging effects to health, to provide employees with personal protection equipment, and to bar the access to the workplace to the employees who are not wearing personal protection equipment;

(e) To take due note of complaints and suggestions presented by the employees in relation to the environment and work conditions, and to adopt such measures as are adequate;

(f) To apply adequate disciplinary measures to the employees who breach the rules and instructions on safety, health and hygiene at work;

(g) To comply with all the other applicable legal provisions on safety, health and hygiene at work.

2. The employer must organize occupational safety, hygiene and health activities in such a way that shift work employees benefit from appropriate protection for the nature of their work.

ARTICLE 136

Specific obligations of the employer

In addition to the duties set forth in the previous article, the employer also has the following obligations:

(a) To offer sanitary and hygiene conditions appropriate for a healthy work environment at the work centers;

(b) To ensure that hazardous substances are safely stored, and that no garbage, residues or waste accumulate in the work center premises;

(c) To ensure that, at the work centers where no medical facilities exist, there is a first-aid kit with such equipment as required by the applicable regulations;

(d) To prohibit the entry, distribution or consumption of alcoholic beverages in the workplace.

ARTICLE 137

Cooperation between employers

If more than one company exercises its activity in the same workplace, all employers involved shall cooperate in enforcing the rules on safety, health and hygiene at work, without prejudice to each one's liability in relation to the safety, health and hygiene of their own employees.

SECTION II

Occupational Health

ARTICLE 138

Occupational health services

Occupational health services may be set up by companies which require it and which have the appropriate conditions and facilities to carry it out. These services are designed to:

(a) Ensure the provision of first aid;
(b) Ensure that occupational medical examinations are carried out on employees according to the risks to which they are subject and that affect their health and may result from their work or the conditions in which it is carried out;
(c) Contribute to adjusting jobs, work techniques and cadence to human physiology
(d) Contribute to creating and maintaining the employees' physical and mental wellbeing at the highest possible level;
(e) Contribute to the employees' sanitary education and to the adoption of standards of behavior consistent with the rules on health at work.

ARTICLE 139

Healthcare centers

1. Depending on the support to be provided by the official sanitary services, and in keeping with the type of risks to which the employees are subject, the capabilities of the public medical assistance and the economic capacity of the employer, the employer may be required, by joint order of the Ministers in charge of employment, health and the relevant area of activity, to install a healthcare center for its employees.

2. The organization, operation and resources of the healthcare centers shall be determined in a specific regulatory statute, which shall also define the support to be provided by the official sanitary services.

ARTICLE 140

Medical exams

1. Medical exams to the employees shall be performed by the healthcare services, without prejudice to such special exams and care as are required by the nature of certain types of work as provided in specific regulations.
2. For the purposes of paragraph 1 above, the healthcare centers shall be certified by the entity in charge of coordinating the system of occupational health and safety at work.
3. Employees who perform unhealthy or hazardous jobs, or who are involved in the handling, production, packing or expedition of foodstuffs for human consumption, as well as the night workers, shall be submitted to medical exams yearly or whenever determined by the relevant authorities. Medical exams shall be made at no cost to the employees.
4. If medical reasons recommend that an employee remain in a certain job, the company shall transfer them to a job which is compatible with their health condition.
5. Subject to an authorization from the official healthcare services, the medical exams referred in this article and in other statutory provisions may be performed by the employer’s healthcare services.

SECTION III

Accidents at Work and Occupational Diseases

ARTICLE 141

Rights of employees and their families

1. In the event of an accident or occupational disease, the worker is entitled to compensation for damages arising from the accident at work or occupational disease, under the terms of the law.
2. In the event of the employee's death, their family members and legal beneficiaries shall be entitled to compensation for damages.

ARTICLE 142

Immediate obligations of the employer

In the event of accident at work or occupational disease, the employer is required to:

(a) Provide first-aid assistance to the injured or sick employee, and ensure adequate transportation to a medical center or to a hospital where the employee may receive treatment;

(b) Inform the appropriate authorities of the accident or disease, within the time period and in accordance with the procedure set forth in the relevant laws, in case the accident or disease prevents the employee from working;

(c) To have the causes of the accident or disease investigated, so that adequate preventive measures may be adopted.

ARTICLE 143

Occupational diseases

1. Occupational diseases are listed in the codified index of occupational diseases appended to the Legal Framework for Accidents at Work and Occupational Diseases, under the terms of a separate statute.
2. Any bodily injury, functional disorder or disease not included in the codified index of occupational diseases referred to in the previous paragraph shall be eligible to compensation, provided it is proven that they are a necessary and direct consequence of the work carried out.

ARTICLE 144

Insurance

1. Employers are required to take out individual or group insurance for all employees, apprentices and trainees against the risk of accidents at work and occupational diseases, in accordance with specific legislation.
2. Any employer who fails to comply with the provisions of the previous paragraph or who has failed to comply with the obligations imposed by the insurance contract shall, in addition to the sanctions to which they are subject, be directly liable for the consequences of any accidents at work and any occupational illnesses that are found to have occurred.

ARTICLE 145

Criminal Liability

Without prejudice to the civil liability set forth in Article 144.2, the employer shall be criminally liable for accidents at work and occupational diseases which the employees may suffer as a result of the employer's gross negligence, even if the employees are covered by the insurance referred to in Article 144.1, under the terms of specific legislation.

ARTICLE 146

Commission for the prevention of accidents at work

1. Employers who employ a number of workers not less than the minimum set by special legislation or who have positions that present a high risk of accidents at work and occupational diseases must set up Committees for the Prevention of Accidents at Work.
2. The Committees for the Prevention of Accidents at Work include employee and employer representatives and have the following objectives:
   (a) To monitor compliance with occupational safety, hygiene and health regulations;
   (b) To investigate the causes of accidents at work;
   (c) To organize prevention measures to ensure hygiene in the workplace;
   (d) To support employers, managers, employees, the Labor General Inspectorate and other authorities with jurisdiction on these matters in the implementation and development of environmental, safety, hygiene and health standards.

SECTION IV

Supervision and Control

ARTICLE 147

Authority of the Labor General Inspectorate

1. The services of the Labor General Inspectorate are responsible for monitoring and supervising compliance with occupational safety, hygiene and health standards, under the terms of the applicable legislation, without prejudice to the powers lawfully assigned to other public services.

2. In carrying out its control and supervision duties, the services of the Labor General Inspectorate may be accompanied and assisted by medical experts from the official health services or by specialists from other related areas.
3. Notwithstanding the provisions set out in specific legislation, the opening of new work centers or the installation of new equipment must be notified to the Labor General Inspectorate no later than 15 days before the launch date.
4. Failure to provide the notification referred to in the previous paragraph does not affect the start of the work center, but it does constitute a contravention.

CHAPTER VI

Work Organization and Duration

SECTION I

Normal Work Period

ARTICLE 148

Duration of the normal work period

1. Subject to the exceptions provided for in the law, the normal work period may not exceed the following limits:
   (a) 44 hours per week; (b) 8 hours per day.
2. The weekly normal work period may be extended up to 54 hours if the employer adopts shiftwork schedules or flexible or variable schedules, if a recovery schedule is in force, or if the work is intermittent or requires the mere presence of the employee.
3. The daily normal work period may be extended:
   (a) Up to 9 daily hours when the work is intermittent or requires the mere presence of the employee, and the employer concentrates the weekly normal work period in 5 consecutive days;
   (b) Up to 10 daily hours when the work is intermittent or requires the mere presence of the employee, and the employer adopts a shiftwork, flexible or variable schedule, or if a recovery schedule is in force.
4. The maximum limits for the daily or weekly normal work periods may be reduced by collective bargaining agreement or by statute of the President of the Republic as the Head of the Executive, for such activities in which work is performed under conditions

which are particularly wearing, tiring or hazardous or which may put the employees' health at risk.

5. The reduction of the maximum limits of the normal work periods does neither cause a reduction in the salary of the employees nor any change in the working conditions which is detrimental to the employees.

SECTION II

Work Schedule

ARTICLE 149

Responsibility and definition of the work schedule

1. The employer is responsible for defining the work schedule.
2. When drawing up the work schedule, the employer must comply with the legal rules on normal work hours and the operating hours of companies and services.
3. When drawing up work schedules, the employer must also:
   (a) Take into account the requirements of employee safety, hygiene and health protection;
   (b) Promote work-life balance;
   (c) Encourage educational and technical-vocational training.
4. The operating period referred to in paragraph 2 of this article consists of the daily period of time during which the establishment may carry out its activity.

ARTICLE 150

Obligation of consultation

The employees' representatives must be consulted in advance so that, within 15 days, they can issue an opinion on the definition and organization of work schedules and any amendments thereto.

ARTICLE 151

Work schedule chart

1. In accordance with the applicable legal provisions and labor conventions, the employer shall prepare the work schedule, which shall contain the following information:
   (a) The employer's business name or denomination;
   (b) The activity carried out;
   (c) The registered office and place of work to which the work schedule relates;
   (d) The start and end of the working period and, if any, the day on which the company, establishment or economic unit is closed or suspended;
   (e) The start and end times of normal working periods, with an indication of rest breaks;
   (f) The compulsory weekly rest day and complementary weekly rest day; (g) The applicable collective bargaining agreement, if any.
2. In the case of shiftwork or of work involving teams of employees with different work schedules, the chart shall detail the various existing work schedules, and the employer shall keep an updated registry of the employees included in each shift or team.

ARTICLE 152

Posting the work schedule

A copy of the work schedule must be posted at the work center, in a clearly visible place accessible to employees, no less than 15 days before it comes into effect.

ARTICLE 153

Change in work schedule

1. If the work schedule has been individually agreed with the employee and is part of the Employment Contract, the respective clause can only be amended by agreement of the parties.
2. If the work schedule is not included in the Employment Contract, the employer may amend it unilaterally, based on the interests of the company, after prior consultation with the employees' representatives.
3. The provisions of Article 150 shall apply to the amendment of the work schedule.
4. Any amendment which results in increased costs to the employee entitles them to compensation corresponding to 20% of their base salary.

SECTION III

Exemption from Fixed Work Schedule

ARTICLE 154

Conditions for the exemption from fixed work schedule

1. Notwithstanding the weekly limits established in article 148, workers who are in the following situations may be exempt from having a fixed work schedule:
   (a) Employees exercising administration, management or auditing duties, or who provide direct assistance to those exercising said duties;
   (b) Teleworking and other cases of regular performance of duties away from the work center, without the immediate monitoring of the hierarchical superior;
   (c) Carrying out work which, by its nature, can only be done outside the limits of the work schedule.
2. The agreement referred to in the previous paragraph must be included in the employee's personal file.

ARTICLE 155

Work schedule exemption limits

1. The employees exempt from fixed work schedule are entitled to the weekly rest day, to public holidays and to the complementary weekly rest day or half-day.
2. The employees exempt from fixed work schedule by agreement shall not work in average more than 10 hours per day, and are entitled to a rest and meal break of one hour during the daily work period.

ARTICLE 156

Record of work schedule exemptions

The employer shall keep an updated record of the hours of work performed under the exemption regime.

ARTICLE 157

Compensation for work schedule exemptions

1. Additional compensation may be determined for employees exempt from fixed work schedules by agreement between the parties or by collective bargaining agreement.
2. Should the exemption from a fixed work schedule cease to exist, the additional compensation referred to in paragraph 1 above shall no longer be due.

SECTION IV

Special Work Schedules

SUBSECTION I

Modalities

ARTICLE 158

Modalities of special work schedules

1. The following are deemed as special work schedules:
   (a) Shiftwork schedule;
   (b) Part-time work schedule;
   (c) Stand-by regime;
   (d) Rotation work schedule;
   (e) Student worker schedule;
   (f) Flexible work schedule for workers with family responsibilities;
   (g) Other types of special work schedules defined by specific statute.
2. The parties may, by individual or collective agreement define work schedules to make up for the suspension of activities, from modular work schedule and variable work schedules, provided that the normal work period is respected.

SUBSECTION II

Shiftwork Schedule

ARTICLE 159

Concept of shiftwork

It is considered shiftwork any organization of work in teams, where workers occupy the same workstations successively, in a rotating sequence, continuously or discontinuously, and may perform the work at different times over a given period of days or weeks.

ARTICLE 160

Organization of shifts

1. Whenever the business hours of the company or plant exceeds the maximum duration of the daily work period, different teams of workers shall be organized so that, by either partially overlapping hours or successive shifts, they can ensure the performance of work throughout the entire business hours.
2. Shifts, which may be either fixed or rotational, should, to the extent possible, be organized according to the interests and preferences expressed by the employees.
3. Rotational shifts are those in which employees are subject to time schedule variations as they work in all the shifts, while fixed shifts are those in which there are no such variations.
4. Whenever three shifts are established they must be rotational, and one of them shall be a night shift in its whole, the other two being day shifts.

ARTICLE 161

Duration of shiftwork schedule

1. The duration of work in each shift may not exceed the maximum limit of the normal work period, and may not exceed eight hours per day in the case of rotational shifts.
2. In the case of rotational shifts, the rest and meal break shall be 30 minutes, and shall be considered as work time whenever, owing to the nature of the work, the employee has to remain at their post, and the employer must create the necessary conditions for said purpose.
3. If due to the nature of the activity it is not possible to comply with the provisions of paragraph 1 above, the weekly work period may be extended as provided for in Article 148.2.

ARTICLE 162

Compensation for shiftwork

1. The work rendered in rotational shifts entitles the employee to an additional compensation corresponding to 20% of their base salary.
2. The compensation set forth in the paragraph 1 above includes the additional pay for night work and compensates the employee for the variations in work schedule and rest periods to which they are subject.
3. If the work schedule is a two-shift system, either fixed or rotational and whether partially overlapping or not coincident, no additional compensation is due save as otherwise defined by collective bargaining agreement

ARTICLE 163

Change of shifts

Shifts may only be rotated or changed after the employee's weekly rest day.

SUBSECTION III

Part-time Work Schedule

ARTICLE 164

Concept of part-time work

Part-time work is any work that lasts less than the normal working day.

ARTICLE 165

Legal regime for part-time work

1. In part-time work regime, performs their activity up to a maximum period of five hours of the normal daytime period and four hours in the normal night period.
2. The use of part-time work shall be made by written agreement between the parties and must include the following mandatory information:
   (a) Identification, address or registered office of the parties and signatures;
   (b) Indication of normal daytime and week time work period, with comparative reference to full-time work.

3. If the contract is not entered into in writing or if it does not include a reference to subparagraph b of the preceding paragraph, it shall be presumed to have been entered into on a full-time basis.
4. In employing part-time workers, priority should be given to workers with family responsibilities, with a reduced capability to work or who attend an educational institution.
5. Part-time workers shall have the same rights and obligations, and be offered the same conditions, as full-time employees, and their compensation shall always be calculated pro rata to the work performed.

ARTICLE 166

Change of the duration of part-time work

1. The part-time worker may switch to full-time work, or vice versa, either permanently or for a fixed period, subject to a written agreement with the employer.
2. In the cases referred to in the preceding paragraph, the employee shall notify the employer of their wish, who must pronounce within a maximum of 20 days from the notification.
3. When the change from full-time to part-time work takes place over a fixed period of time, once this period has elapsed, the employee is entitled to resume full-time work.

ARTICLE 167

Part-time work authorization

1. An employee wishing to work part-time must request to their employer in writing 30 days in advance.
2. The employer can only refuse the request on the grounds of overriding business requirements or the impossibility of replacing the worker if the latter is indispensable.
3. Within 20 days of receiving the request, the employer must notify the worker in writing of their decision.
4. If the request is refused, the employer must state the grounds for the refusal, and the employee may submit a written complaint within five days of receipt, with the employer being required to reply within a maximum of 15 days.

SUBSECTION IV

Work Schedule on Stand-by Regime

ARTICLE 168

Concept of stand-by regime

Stand-by regime is considered to be the one in which the worker, outside normal working hours, must remain at the employer's disposal, inside or outside the workplace, for a certain period of time, in order to meet extraordinary and unforeseen needs.

ARTICLE 169

Admissibility of the stand-by regime

The stand-by regime may only be implemented in work centers which render permanent services to the public, where it is essential, for technical reasons, to maintain the regular and normal operation of said centers or facilities.

ARTICLE 170

Legal regime of stand-by regime

1. Except as otherwise established in special provisions of regulatory decrees or collective bargaining agreements, the stand-by regime shall be subject to the following rules:
   (a) The employee shall be included in the stand-by regime by means of a rotation chart to be affixed at least one week in advance;
   (b) The employee may not be included in the stand-by regime in consecutive days;
   (c) The stand-by period may not be longer than the daily normal work period;
   (d) The employee under the stand-by regime need not remain at the workplace, but is required to keep the employer informed of their whereabouts so that they can be summoned to start work immediately;
   (e) In situations where the employee remains at the workplace, the employer is required to create the necessary conditions to that effect.
2. On the days in which the employee is under the stand-by regime, they are entitled to an additional compensation of 20% of their base salary.
3. If during the stand-by period the employee is called upon to perform normal work, this shall be considered overtime work due to force majeure and shall paid as such.

SUBSECTION V

Rotation Work Schedule

ARTICLE 171

Concept of rotation work schedule

A Rotation work schedule is considered that in which the work schedule regime consists of a maximum period of four weeks of effective work followed by an equal period of rest.

ARTICLE 172

Legal regime of rotation work schedule

The work system referred in the preceding paragraph shall comply with the following rules:

(a) The time spent traveling to and from the workplace shall be included in the rest period;
(b) Weekly rest days, complementary weekly rest days and public holidays comprised within the period of work shall be regular working days, their enjoyment being transferred to the next rest period;
(c) The annual vacation period shall be allocated to the rest periods, provided these are not shorter than 15 consecutive days and without prejudice to the payment of vacation and Christmas allowance;
(d) The normal duration of work may be up to 12 hours per day, including two rest periods of 30 minutes each which are considered as work time, whenever the work schedule is a shift regime and the worker is unable to leave their workplace;
(e) If as a consequence of this work regime the annual duration of work, calculated on the basis of 44 weekly hours and after the normal period of vacation and public holidays are deducted, is exceeded, the excess time shall qualify as overtime and paid as such.

SUBSECTION VI

Student Worker Work Schedule

ARTICLE 173

Student worker regime

1. Student worker status is subject to agreement between the parties.
2. Maintaining the status is conditional on obtaining duly proven academic success, under the terms set out in a specific statute.
3. Student workers' work schedule must be adjusted to allow them to travel to the educational establishment, attend classes and take exams.
4. If it is not possible to apply the provisions of the preceding paragraph, the worker shall be entitled to time off to take the tests.
5. If the working period is subject to a shiftwork regime, the student worker shall enjoy preference in occupying a job position that is compatible with their professional qualification and with attending classes.
6. Except for reasons of force majeure, a student worker is not required to work overtime, on standby or in rotation, when this coincides with their school schedule or with an assessment test.

ARTICLE 174

Compensation of student worker

Student workers shall be paid pro rata to the work performed, but the parties may agree on a different amount.

SUBSECTION VII

Flexible Work Schedule for Employees with Family Responsibilities

ARTICLE 175

Concept of worker with family responsibilities

It shall be considered a worker with family responsibilities a worker who has a child under the age of five or, regardless of age, a child or parent with a proven physical disability or chronic illness who lives with them in a communal household.

ARTICLE 176

Rights of workers with family responsibilities

A worker with family responsibilities has the right to work flexible work schedule, and this right may be exercised by either or both parents.

ARTICLE 177

Drawing up flexible work schedules

1. Flexible work schedule is considered to be that in which the worker is able to choose, within certain limits, the start and end times of the normal daily working period.
2. Flexible work schedule shall:
   (a) Contain one or two periods of compulsory attendance, with a duration equal to half of the normal daily working period;
   (b) Indicate the start and end times of normal daily work, each lasting no less than one third of the normal daily working period, which may be reduced to the extent necessary for the schedule to be contained within the working period; (c) Establish a break period of no more than two hours.
3. A worker under flexible work schedule may work up to six consecutive hours and up to ten hours each day and must fulfil the corresponding normal working week, averaged over each four-week period.

ARTICLE 178

Authorization for work on flexible work schedule

1. A worker wishing to work flexible work schedule shall request it to the employer, in writing, 30 days in advance, with the following information:
   (a) Indication of the expected duration, within the applicable limit;
   (b) A statement to the effect that the minor lives with them in a communal household and that the other parent has a professional activity and is not at the same time on a flexible work schedule or that they are prevented or totally inhibited from exercising parental authority;
   (c) A report attesting to the health situation of the child or parent with a physical disability or chronic illness who lives with them in a communal household.
2. The employer can only refuse the request on the grounds of overriding requirements for the operation of the work center or the impossibility of replacing the worker if the latter is indispensable.

3. Within 20 days of receiving the request, the employer must inform the employee in writing of its decision.
4. If the request is refused, the employer must state the grounds for the refusal, and the employee may submit a written complaint within five days of receipt, with the employer being required to reply within a maximum of 15 days.

SECTION V

Night Work

ARTICLE 179

Concept of night work

Night work is considered the work performed in the period between 8 p.m. one day and 6 a.m. the next.

ARTICLE 180

Working hours of night workers

1. The normal working period of the night worker may not exceed eight hours a day.
2. It is considered night work that which is performed during at least three hours of normal night work each day.
3. The provisions of paragraph 1 shall not apply:
   (a) To a worker that is exempt from work schedule;
   (b) When the provision of overtime work is necessary for reasons of force majeure or to prevent or repair serious damage to the company or its viability due to an accident or imminent risk of accident;
   (c) The activity characterized by the need to ensure continuity of service or production.

ARTICLE 181

Protection of night worker

1. The employer must ensure that night workers undergo free and confidential occupational health examinations before starting work, in order to assess their fitness for work.

2. During the course of employment, the employer must ensure that annual medical examinations are carried out, and whenever determined by the occupational health services or the General Labor Inspectorate.
3. The employer must assess the risks inherent to the worker's activity, taking into particular account the worker's physical and mental condition, before the start of the activity, every six months and whenever working conditions change.

ARTICLE 182

Compensation for night work

1. Night work entitles the employee to an additional compensation of 20% of their base salary.
2. The additional compensation for night work may, by collective bargaining agreement, be replaced by a corresponding reduction in the work hours included in the night period, provided that such reduction does not cause inconvenience to the relevant activity.

SECTION VI

Overtime

ARTICLE 183

Concept of overtime work

1. Overtime is considered to be that which is performed outside the normal working schedule.
2. The following does not qualify as overtime:
   (a) The work performed in a normal workday by employees exempt from schedule;
   (b) The work performed to recover previous suspensions of activity.
   (c) Professional training carried out outside the work schedule;
   (d) Work performed to compensate for periods of absence from work, performed at the worker's initiative, provided that the employer agrees and that it does not exceed the daily limits provided in Article 185.1.

ARTICLE 184

Conditions for the provision of overtime work

1. The following are justifiable needs: Overtime work may only be performed when needs of service so require.
2. The following shall constitute justifiable needs:
   (a) The prevention or elimination of the consequences of any accidents, natural disasters or other force majeure situations;
   (b) The assembly, maintenance or repair of equipment or installations whose stoppage may cause damage to the company or inconvenience to the community;
   (c) The temporary occurrence of an abnormal volume of workload that does not justify the hiring of a worker on a Fixed-term Employment Contract;
   (d) The replacement of employees who do not report at the beginning of their work period, when it coincides with the end of the previous work period;
   (e) The transport, processing or handling of easily perishable products;
   (f) The performance of preparatory or complementary works that must necessarily be performed outside of the normal business hours of the work center;
   (g) The need for the work to be extended, up to the limit of 30 minutes after closure, in shops selling to the public or which render personal or general services, in order to complete transactions or services in progress, to make verifications, tidying-up and preparation of the shop for the activity in the next opening period.
3. The rendering of overtime work shall be previously and expressly determined by the employer, otherwise, the employee is not entitled to be paid therefor;
4. The employee shall be advised of the need to work overtime with as much prior notice as possible, and never after the preceding rest period or meal and rest break has started, except in the cases referred to in subparagraphs 2(a), 2(d) and 2(g) of this Article.
5. Overtime work is compulsory where the requirements set out in this Article are met.
6. Employees have the right to be excused from working overtime whenever they present justifiable reasons and expressly request it.
7. Workers who perform night work may not be required to work overtime, except in the cases referred to in paragraphs 2(a) and 2(d) of this Article.

ARTICLE 185

Duration limits for overtime work

1. Overtime work is subject to the following limits:
   (a) 2 hours per normal workday;
   (b) 40 hours per month of work; (c) 200 hours per year.
2. Overtime work performed in the cases referred to in paragraphs 2(a) and 2(d) of the preceding Article is not subject to the limits established in paragraph 1 of this Article.
3. The limits on overtime work performed in the cases referred to in paragraphs 2(b), 2(c), 2(e), 2(f) and 2(g) of the preceding Article can only be exceeded with the worker's consent and prior authorization from the General Labor Inspectorate, at the employer's request.
4. The application referred in paragraph 3 above is deemed approved if no decision is notified to the employer within five business days of it being submitted.

ARTICLE 186

Compensatory rest for overtime work

1. A worker whose overtime work prevents them from enjoying the daily rest provided for in Article 190 is entitled to paid compensatory rest equivalent to the hours of rest not taken, to be enjoyed on the following business day.
2. A worker who performs overtime work on a compulsory weekly rest day is entitled to a paid compensatory rest day, to be enjoyed on the following business day.
3. If the overtime work performed on a compulsory weekly rest day is due to the unforeseen absence of a worker assigned to the job position on the following shift and does not exceed two hours, the provisions of paragraph 2 of this Article shall apply.

ARTICLE 187

Registration of overtime work

1. The employer must keep a register of overtime work in which the start and end of the overtime work performed by each employee is noted.
2. The employee must sign the register referred to in the preceding paragraph, if not done by them, immediately after working overtime or within 72 hours.
3. The total amount of overtime worked is calculated on a monthly basis using the timesheet.

4. The register of overtime work is approved on a specific form by the Ministerial Department responsible for labor administration.
5. Failure to comply with the provisions of the preceding paragraphs shall entitle the employee to the remuneration corresponding to two hours of overtime work for each day they have worked overtime.

ARTICLE 188

Compensation

1. Each hour of overtime shall be compensated with an additional amount, up to the limit of 30 hours per month, corresponding to 50% of the value of the normal working hour.
2. Overtime in excess of the limit set out in the preceding paragraph shall be remunerated at a rate of 75% for each hour.
3. The additional amounts set forth in the preceding paragraphs shall be paid in addition to other additional amounts due to the employees, namely those set forth in Article 182.1.
4. For the purposes of overtime remuneration:
   (a) Time periods of less than 15 minutes shall not be taken into account; (b) Time periods ranging from 15 to 44 minutes shall be counted as half an hour; (c) Time periods ranging from 45 to 60 minutes shall be counted as one hour.
5. For the purposes of overtime remuneration, the complementary weekly rest day or half-day is considered as a normal workday.

CHAPTER VII

Work Stoppage

SECTION I

Meal and Rest Breaks

ARTICLE 189

Meal and rest breaks

1. During the normal working period, every worker is guaranteed a meal and rest break of no less than 45 minutes and no more than 90 minutes.
2. The break shall be of 45 minutes if a canteen providing meals to workers is in operation at the work center, or of one and a half hours otherwise, unless otherwise agreed with the workers' representative body.
3. By collective bargaining agreement, it may be established for the rest and meal break to last longer than two hours, as well as the frequency and duration of other rest breaks.

ARTICLE 190

Daily rest

It is guaranteed to the worker the right to daily rest between the end of a daily working period and the start of the next day's working period, which shall not be less than 10 hours, subject to exceptions provided by law.

SECTION II

Weekly Rest and Complementary Weekly Rest

ARTICLE 191

Right to weekly rest

1. Every worker entitled to one full day of rest in each week.
2. The employer must, whenever possible and upon request, offer workers from the same household weekly rest on the same day.

ARTICLE 192

Weekly rest day

1. The weekly rest day is, as a rule, Sunday.
2. Exceptionally, the weekly rest period may not be on a Sunday, in the case of activities or companies exempt from suspending work one day a week and those authorized to suspend it on a day other than Sunday.
3. Other than as provided for in the preceding paragraph, the weekly rest day may be a day other than Sunday in the case of employees:
   (a) Who are necessary to ensure the continuity of services which may not be interrupted;
   (b) Engaged in hygiene, sanitation and cleaning services, or who are entrusted with other preparatory or complementary tasks which must be performed on the rest day of the other employees, or when equipment and plants are inactive; (c) Engaged in guard, security or gate services.
4. It is not allowed to work for more than six consecutive days, except as provided for in specific regimes for special work schedules.

ARTICLE 193

Duration of weekly rest

1. The weekly rest period may not be shorter than 24 consecutive hours, which as a rule shall start at 12 a.m. on the relevant rest day.
2. In the case of shiftwork, the weekly rest period is counted as from the end of the shift and shall have a duration of 24 hours.

ARTICLE 194

Compensation for work

Work rendered on the weekly rest day is compensated with the amount corresponding to the time of work plus 75% of such amount, and a minimum compensation corresponding to 3 hours is always guaranteed in case work was rendered for shorter than that period.

ARTICLE 195

Right to complementary weekly rest

1. Every worker is guaranteed the right to complementary weekly rest.
2. Complementary weekly rest is considered to be the half-day of rest resulting from the distribution of the weekly work schedule by five and a half workdays, or the rest day resulting from the implementation of Article 148.3(a).
3. The complementary weekly rest period shall, whenever possible, immediately precede or follow the weekly rest period.

ARTICLE 196

Working conditions and consequences

1. Work on the weekly rest day and on the complementary weekly rest day or half-day which is not part of the normal working period, may only be performed in the cases referred to in Article 184.
2. For the work performed on the weekly rest day, the employee is entitled to enjoy in the next week a half-day or a full day of compensatory rest the following week, depending on whether the duration of the work was less than four hours or equal to or greater than this limit.

SECTION III

Public Holidays, Day-off and Christmas and New Year's Eve

ARTICLE 197

Suspension of work on public holidays

1. Employees are guaranteed the right to not perform work activities on public holidays.
2. The provisions of the preceding paragraph shall not apply to activities and companies under uninterrupted operation, in accordance with Article 192.3.
3. Work may also be carried out on public holidays, in situations where overtime work is permitted.

ARTICLE 198

Bank Holiday

1. Employees are guaranteed the right to not perform work activities on days or during periods of day-off, without loss of pay.
2. The provisions of the preceding paragraph shall not apply to activities or companies under uninterrupted operation, in accordance with Article 192.3.
3. The exercise of Labor activity on a day-off is also permitted in situations where the use of overtime work is admissible, and the provisions of Articles 184,187 and 188 shall apply.

ARTICLE 199

Christmas and New Year's Eve

1. Workers are entitled to a suspension from work at 12.30 p.m. on 24th and 31st December, for Christmas Day and New Year's Day respectively.
2. The provisions of the preceding paragraph shall not apply to activities or employers under uninterrupted operation, in accordance with Article 192.3.

ARTICLE 200

Compensation

1. Public holidays, Christmas and New Year's Eve are considered normal working days for purposes of entitlement to wages and the employee is entitled to payment.
2. Work that, for officially recognized reasons, is performed on a public holiday shall be remunerated with an increase of more than one day's normal pay, and the worker shall also be entitled to a compensatory rest day, to be enjoyed on one of the following 3 days.
3. Shift work shall not be considered for the purposes of the preceding paragraph.

SECTION IV

Vacation

ARTICLE 201

Right to vacation

1. In each calendar year, the employee is entitled to paid vacation.
2. The right to vacation refers to the work performed in the previous calendar year, and shall accrue on 1st January each year.
3. The right to vacation in the year of admission may take place after the completion of six months of effective work, and the time shall be proportional to the time of employment.

ARTICLE 202

Purpose of right vacation

The right to vacation is aimed at allowing the employee to recover physically and mentally from the wearing out caused by the work performed, and to afford them conditions for complete personal availability, for integration in the family life and for social and cultural participation.

ARTICLE 203

Guarantees of right to vacation

The right to vacation may not be waived and, except in the cases expressly provided for in this law, its actual enjoyment may not be replaced by any financial or other consideration, even if this is requested by the employee or with their consent; any agreements or unilateral acts on the part of the employee to the contrary are null and void.

ARTICLE 204

Duration

1. The duration of the vacation period is 22 business days in each year, therefore excluding the weekly rest days, the complementary weekly rest days and the public holidays.
2. The vacation referring to the year of hiring shall correspond to two business days for each entire month of work, with a minimum limit of six business days.
3. The same determination of the vacation period, with a similar minimum limit, shall apply in case the employment contract had been suspended, for reasons pertaining to the employee, during the year to which the vacation refers.
4. When determining full months of work, the on which work was effectively performed, as well as days of justified absence with entitlement to compensation, and days of parental leave shall be counted.

ARTICLE 205

Vacation under contracts for a limited period of time

1. Employees under contracts for a limited period of time, the initial term or any extension of which does not last for more than one year, are entitled to a vacation period corresponding to two business days for each entire month of work, with a maximum limit of 22 business days.
2. The vacation period referred in paragraph 1 above may be replaced by the corresponding compensation, to be paid at the end of the contract.
3. The provisions of Article 204.4 shall apply in determining an entire month of work.

ARTICLE 206

Vacation plan

1. The vacation plan shall be prepared in each work center, in which all the employees shall be included, showing the start and end dates of their respective vacation periods.
2. The vacation period shall be set, to the extent possible, by agreement between the employer and the employee; if no agreement is reached, the vacation period shall be decided by the employer.
3. In preparing the vacation plan, the employer shall take into account the operational needs of the work center and the relevant aspects of the employees' interests.

4. The vacation plan shall be prepared and affixed at the work centers no later than 31 January each year, and shall be kept affixed as long as any employees are enjoying vacation during that year
5. The employer may authorize the exchange of the start or end of vacation periods between employees in the same professional category.

ARTICLE 207

Enjoyment of vacation

1. Vacation shall be enjoyed during the calendar year in which the right thereto accrues, but at the employee’s request they may be enjoyed, in whole or in part, during the first quarter of the following year, whether together with that year’s vacation or not, and provided that this does not cause inconvenience.
2. The total or partial stoppage of the work center’s activity for reasons associated with the employer may be counted for the purposes of vacation entitlement, provided that this is justified by the company's economic constraints.

ARTICLE 208

Vacation accrual

By agreement between the employee and the employer, it is allowed to accumulate vacations holidays for two or three years, provided that in the first years the employee enjoys at least 10 complete business days of the accrued period in those same years.

ARTICLE 209

Change of vacation period for employer-related reasons

1. Where, due to the company's or work center’s imperative need to operate, it is necessary to postpone or suspend the enjoyment of scheduled vacation, the employee shall be compensated for the expenses incurred and material damage suffered as a result of the postponement or suspension.
2. The interruption of vacations shall allow for the consecutive enjoyment of half of the period to which the employee is entitled.
3. In the event of termination of the legal employment relationship subject to prior notice, the employer may change the vacation schedule and may determine that the vacation shall take place immediately prior to the termination.

ARTICLE 210

Change of vacation period for employee-related reasons

1. When the employee is temporarily incapacitated due to illness, fulfilment of legal obligations or any other event for which they are not responsible, provided that the employer has been notified, the holiday enjoyment of vacation shall not start or having started, shall be suspended.
2. In the cases referred to in the preceding paragraph, the enjoyment of vacation shall take place after the end of the impediment to the extent that the remaining period has been scheduled, and the period corresponding to the days not enjoyed shall be scheduled by agreement or, failing that, by the employer.
3. In the event of the total or partial impossibility of enjoying the vacation due to the employee's impediment, the employee shall be entitled to the compensation corresponding to the period of vacation not enjoyed or to enjoy it until the first quarter of the following year and, in any case, to the respective allowance.
4. The provisions of Article 221 shall apply to cases of sickness of the employee during the vacation period.

ARTICLE 211

Compensation for vacation the event of suspension of employment relationship

If the legal employment relationship is suspended before the enjoyment of vacation for a reason not attributable to the employee and for this reason the employee is unable to enjoy the vacation until the end of the first quarter of the following year, the accrued and not enjoyed vacation shall be compensated with the corresponding remuneration.

ARTICLE 212

Compensation for vacation the event of termination of employment relationship

1. In the event of termination of the employment relationship, for whatever reason, the employee is entitled to compensation for vacations accrued and not enjoyed.
2. Without prejudice to the provisions of the preceding paragraph, the employee is entitled to receive the remuneration corresponding to a period of vacation calculated at two business days of vacation holiday for each complete month of service elapsed from the 1st of January until the date of termination.
3. Where the employment relationship is terminated before the vacation period has elapsed, the provisions of the preceding paragraphs shall not apply, but the employee

shall be entitled to the compensation corresponding to a period calculated on the basis of two business days of vacation for each complete month of work performed from the date of admission to the date of termination of the contract.

ARTICLE 213

Vacation compensation and allowance

1. The employee's compensation during the vacation period shall be equal to the base salary plus technical and availability supplements.
2. Except as agreed by the parties, transportation and food allowances and any other allowances that are not intended to facilitate the performance of work are not paid during vacation.
3. Vacation pay and bonuses shall be paid no later than 15 days before they are due to start.

ARTICLE 214

Violation the right to vacation

Whenever the employer prevents, without statutory or contractual grounds, the employee from enjoying vacation as provided for in the preceding Articles, the employee shall be entitled to an indemnity of twofold the compensation corresponding to the vacation period not enjoyed, and shall enjoy such period up to the end of the first quarter of the following year.

ARTICLE 215

Exercise of another activity during vacation

1. The employee may not engage in any other subordinate paid activity during the vacation period, save where they were already engaged in such activity prior to enjoying the vacation.
2. In the event of a breach of the provisions of the preceding paragraph, without prejudice to the possible disciplinary liability of the employee, the employer is entitled to recover the compensation corresponding to the vacation and the respective allowance.
3. For the purposes of the preceding paragraph, the employer may deduct up to one sixth of the remuneration for each subsequent pay period.

SECTION V

Unpaid Leave, Educational Leave and Paternity Leave

ARTICLE 216

Unpaid Leave

1. At the employee's written request, the employer may grant them an unpaid leave, the duration of which shall be clearly stated in the employer's authorization.
2. The period of leave is counted for seniority purposes, and the employee has the right to return to their job when reporting at the term of the leave
3. For purposes of the right to vacation, the unpaid leave is deemed effective time of work provided that its duration does not exceed 30 days.
4. If the leave exceeds 30 days, the provisions of Article 204.3 on the determination of the vacation period in case of suspension of the employment contract, shall apply.
5. In the event of definitive closure of the company or collective redundancy of employees, the employment contract shall automatically expire, but the employee on unpaid leave shall be entitled to retain the position under the same terms as the other employees, except where the parties agree otherwise.

ARTICLE 217

Educational leave

1. At the request of the employee with a minimum of 30 days' advance notice, the employer may authorize an unpaid leave of 60 or more days for the employee to attend, either in Angola or abroad, technical or cultural training courses administered by an education or vocational training institution, or intensive specialized courses or the like.
2. The employer may refuse the leave whenever:
   (a) The employee has been offered appropriate vocational training or leave for the same purpose within the last 24 months;
   (b) The employee has worked for the company for less than three years;
   (c) The employee fails to comply with the deadline set out in paragraph 1 for notifying the employer;
   (d) The employee holds a management, supervisory or qualified position and it is not possible to fill the position adequately during the period of leave, either by company employees or by hiring on a fixed-term basis;

(e) The employee cannot be replaced in companies or work centers with fewer than 20 employees.

ARTICLE 218

Paternity leave

1. All employees are guaranteed the right to one day's leave on the occasion of the imminent or actual birth of their child, without any deduction in pay.
2. The employee is also entitled to additional unpaid leave of 7 business days, consecutive or interpolated.
3. Without prejudice to the provisions of the preceding paragraph, the father is also entitled to replace the mother of their newborn child while on maternity leave, in the following cases:
   (a) Proven physical or mental incapacity of the mother of her newborn child for the duration;
   (b) Death of the mother of her newborn child.
4. The replacement referred to in the previous paragraph entitles workers to the maternity allowance to which the mother of their newborn child would be entitled, if it has not already been paid at the time of the replacement.
5. Employees are also entitled to parental leave if, due to the incapacity or death of their parents, they are responsible for looking after a newborn child, and are entitled to the allowance provided for in paragraphs 3 and 4 of this Article.

SECTION VI

Absences from Work

ARTICLE 219

Concept of absence

1. Absence is the employee's absence from the workplace during the normal daily working period.
2. Whenever the absence has a duration shorter than the normal daily work period to which the employee is subject to, the time of absence is accumulated so as to determine the days of absence.

3. If the work schedule has a different duration on the various days of the week, a oneday absence is deemed to correspond to the average duration of the normal daily work period.
4. Whenever absences from work cause loss of pay, the employer may deduct the time of absence from the salary of the relevant month, even if the time of absence is less than one day

ARTICLE 220

Types of absences

1. Absences are justified or unjustified.
2. Justified absences are those authorized by the employer and those referred to in Article 222 et seq., are justified, and unjustified absences are those not authorized by the employer and those in connection with which the employee fails to comply with the obligations set forth in in the following Article.

ARTICLE 221

Requesting and justification of absences

1. At least one week in advance, the employee shall request to the employer their need to be absent from work and the reason therefor, and the anticipated duration of the absence, submitting such notice, requisition or summons as they may have received.
2. If the employee becomes aware of the need to be absent from work during the week preceding the beginning of the absence, the request referred in paragraph 1 above shall be immediately made and the abovementioned document, if any, produced.
3. If the absence was unforeseen, the request to the employer shall be made as soon as possible, but always before resuming work.
4. The employee is required to produce evidence of the reasons offered to justify the absence.
5. In the event of an employee's illness, the evidence shall be provided by a statement from a hospital or health center or by a medical certificate, which may be verified by a doctor under the terms of specific legislation.
6. Misrepresentations by the employee to justify absences shall qualify as a serious disciplinary offense.

ARTICLE 222

Justified absences

1. The following are justifiable reasons for absence from work:
   (a) The employee's marriage, provided the absence does not last for more than eight consecutive calendar days;
   (b) The death of close relatives, within the limits set forth in the following Article;
   (c) The fulfillment of legal or military obligations which must be performed within the normal work period, under the conditions and within the limits set forth in Article 224;
   (d) The attendance to tests by working students, under the terms of Articles 173 and 225;
   (e) Participation in training, further training, qualification or retraining courses authorized by the employer;
   (f) The impossibility to work for reasons attributable the employee, including without limitation, accident, illness or the need to give immediate assistance to members of their household in case of accident or illness, within the limits set forth in Article 226 of the Civil Code;
   (g) Participation in cultural or sporting activities, or in representation of the country or the company, or in official contests under the terms of Article 227 of the Civil Code;
   (h) The performance of necessary and urgent actions in the exercise of leading functions in labor unions and as a union representative or as a member of the employees' representative body, within the limits set forth in Article 228;
   (i) Consultation or accompaniment to prenatal and postnatal consultation, within the limits established in Article 229;
   (j) The employee's participation as a candidate in general or local elections approved by the relevant authority;
   (k) The marriage of a lineal relative or sibling, for no more than one day.
2. Absences justified by the reasons set forth in subparagraphs 1(a) through 1(i) above shall be paid within the limits set forth in the preceding paragraph and in the following articles.
3. The employer may authorize absences for reasons submitted by the employee not listed in the preceding paragraphs, but which the employer deems to be worthy of consideration.
4. Absences authorized under the terms of the preceding paragraph may or may not be paid as decided by the employer in their authorization; if no decision is made, the absence is paid.

5. When longer than 30 calendar days, absences justified by the reasons set forth in subparagraphs 1(b), 1(e) and 1(g) above shall cause the employment contract to be suspended, with the relevant regime being applicable.
6. Justified absences shall always be counted for the purposes of the employee's seniority.

ARTICLE 223

Absences due to death

1. Absences due to the death of relatives shall have the following limits:
   (a) In case of death of the employee's spouse or of the person living in non-marital cohabitation with the employee, or the death of parents, children or other members of the household, eight consecutive or non-consecutive business days;
   (b) In the case of death of employee's uncles/aunts, grandparents, parents-in-law, siblings, grandchildren, and sons or daughters-in-law, three business days.
2. If the funeral takes place far from the work center, the employee is also entitled to the time required for traveling, although without pay.
3. Employees also have the right to be absent from work to attend the funeral of any person, provided evidence that their presence is indispensable, with the payment of remuneration being at the employer's discretion.
4. Employees may request to be absent from work due to the death of persons other than those referred to in subparagraphs 1(a) and 1(b) of this Article, with the payment of remuneration being at the employer's discretion.

ARTICLE 224

Absences for the fulfilling of obligations

1. In the case of absences from work for the fulfillment of legal obligations, the employer shall pay the salary corresponding to such absences, up to the limit of 2 days per month but not exceeding eight days per year.
2. The judicial, military, police or other authorities with similar powers to summon the employee, or with which the employee is required to perform any actions that are a legal obligation and thus justify the absence, shall provide the employee with suitable and detailed evidence to be produced to the employer, stating the place, date and period of attendance.

ARTICLE 225

Absences for school tests

The employer shall not oppose that an employee who is not subject to the student worker regime to be absent for final or midterm tests, and the employee shall justify the absence by producing documentary evidence.

ARTICLE 226

Absence due to accident or illness, and family leave

1. The impossibility to work for the reasons referred to Article 222.1 (f) shall be paid for by the employer for a period of six months, with the right of recourse from the entity managing compulsory social protection, under the terms established by specific legislation.
2. The obligation to pay wages, under the terms of the preceding paragraph of this article, ceases on the date of termination of the fixed-term contract if the illness continues after that date.
3. Absence from work due to the need to give urgent assistance to the household members, in the event of illness or accident of the spouse, parents and underage children, shall be paid up to a maximum of eight business days per year.
4. The limits set out in the preceding paragraph may be extended at the employee's request, but he absences resulting from the extension shall not be paid.

ARTICLE 227

Absences for cultural or sporting activities

Absences for the participation in official cultural or sporting activities, as well as the respective preparatory actions, when such participation is to be during the normal work period, shall be subject to the following rules:

(a) Mandatory compliance with the provisions of Articles 221.1 and 224.2;

(b) Absences shall be paid by the employer up to the limit of 8 business days per calendar year.

ARTICLE 228

Absences for labor union activity or employees' representation

1. Absences justified by necessary and urgent actions as referred in Article 222.1 shall be paid within the following limits:
   (a) Four business days per month for the exercise of functions as a member of an executive bodies of a labor union;
   (b) Four or five hours per month for each labor union representative or for each member of the employees' representative body, if at the work center there are more than 200 employees affiliated in the relevant unions, in the former case, and if there are more than 200 employees, in the latter case.
2. As an alternative to the provisions of Articles 221.1 to 222.4, the absences referred in subparagraph 1(a) above shall be justified by written notice to the employer from the labor union management, served at least one day in advance or, should that not be possible, within the two days following the beginning of the absence, stating the dates and periods of time which the union representative needs for the exercise of their duties, without mentioning the actions to be taken.
3. Whenever the labor union representatives and members of the employees' representative body wish to exercise their right set forth in subparagraph 1(b) above, even inside the work center premises, they shall notify the employee at least five days in advance.
4. Absences exceeding the limits set forth in subparagraph 1(a) above shall be justified, provided that the employer is notified thereof, but shall not be paid.

ARTICLE 229

Absences for pre-birth and post-birth appointments

During pregnancy and up to 12 (twelve) months after giving birth, the employee and their spouse have the right to take 1 (one) day off per month, without loss of pay, for medical assistance and accompaniment, respectively.

ARTICLE 230

Effects of unjustified absences

Unjustified absences shall have the following cumulative effects:

(a) Loss of pay;
(b) Disciplinary offense, whenever they exceed three days in each month or twelve in each year or whenever, regardless of the number of days, they cause damage or serious risks that are known to the employee.

CHAPTER VIII

Valorization of Work, Performance Assessment, Compensation and other Economic and Social Rights of Employees

SECTION I

General Principles

ARTICLE 231

Valorization work

Valorization of work is the fundamental guarantee of the sustainability of the entire organization and regulation of economic activities in accordance with the principles described in this Law.

ARTICLE 232

Principles of valorization of work

Valuing work must be governed by the following principles:

(a) Universality - A transversal system applicable to all employees governed by this Law;
(b) Simplicity - A system that should be understood and used by all employers and employees, regardless of their economic activity, level and area of academic and professional training;
(c) Transparency - A system of clear and concise criteria and rules in the administration of employees;

(d) Recognition - A guarantee of fair differentiation of performance and promoting career progression based on merit and excellence.
(e) Motivation - A vision of intrinsic and extrinsic employee motivation;
(f) Integration - An index of promotion in the integrated management of human capital, contributing to the articulation between performance management and remuneration, incentive, recruitment, selection, training and professional development policies.;
(g) Accountability - A system for reinforcing the culture of individual responsibility for success and failure in achieving team results.

SECTION II

Employee Performance Assessment Regime

ARTICLE 233

Performance assessment

The employer promotes performance assessment processes with transparent objectives that are previously disclosed in the company's internal regulations.

ARTICLE 234

Performance assessment instrument

The employer must promote the construction of a performance assessment instrument based on a competitive orientation towards results that promote excellence and quality of service provided, through the permanent monitoring of objectives and targets.

SECTION III

Compensation

ARTICLE 235

Concept of compensation

1. Compensation is all the economic benefits owed by an employer to an employee in return for the work they perform.
2. Compensation includes the basic salary and all other benefits and allowances paid directly or indirectly in cash, whatever they are called and however they are calculated.
3. Compensation benefits or allowances may be paid in kind by agreement between the parties.
4. The following items do not qualify as compensation:
   (a) Ancillary payments made by the employer to the employee aimed at reimbursing or refunding work-related expenses incurred by the latter, such as living allowances, travel and accommodation allowances, compulsory lodging and other expenses of an identical nature;
   (b) Bonuses for good performance;
   (c) Family allowance and all other benefits and subsidies from Social Security, or their respective complements, when paid by the employer.
5. Unless evidence to the contrary is produced, all economic expenses regularly and periodically received by the employee from the employer are deemed to be part of the compensation.

ARTICLE 236

Types of salary

1. Salaries may be fixed, variable or mixed.
2. The salary is fixed, or by time, when it remunerates for the work performed during a given period of time, regardless of the results obtained.
3. The salary is variable, or by output, when it remunerates for the work performed in keeping with the results obtained within the relevant period of time.
4. The variable salary may take the form of salary by piece or on commission, when it refers only to the result of the work performed by the employee within the relevant period of time, regardless of the time of performance, and of salary by the job, when

it takes into account the duration of work, with the obligation to ensure a certain output during the relevant period.

5. The salary is mixed when it is formed by a fixed part and by a variable part.
6. Insofar as the employer has adopted performance indicators and other means of productivity assessment under the terms of Article 79, the employer may adopt systems of variable or mixed salaries as a way to improve the productivity levels.

ARTICLE 237

Non-discrimination

1. The employer shall guarantee, for the same job or for a job of the same complexity, equal compensation among the employees, without any discrimination whatsoever.
2. The various elements of the compensation shall be determined in accordance with similar rules for both men and women.
3. The categories, assessment, classification and promotion, as well as the other components of compensation shall be established according to equitable criteria between men and women in equal circumstances.
4. Whenever the employee does not perform their work for reasons beyond their control, they retain the right to their salary, allowances and bonuses.
5. In the case of a variable salary, the respective bases for calculation shall be determined in such a way so as to guarantee to the employee, working normally, a payment equal to that of an employee having an identical capability and being paid by time when performing similar work.
6. The employee who receives a variable salary is entitled to their regular salary whenever the work output decreases for reasons attributable to the employer.
7. To determine the value of the employee's hourly salary, the following formula applies: H/S = (Ms x 12) / (52s x Hs), where H/s means the value of the hourly salary, Sm the basic monthly salary, 12 the number of months in the year, 52s the number of working weeks in the year and Hs the normal weekly working hours.
8. In the case referred to in paragraph 6 above, for the purpose of vacation compensation and calculation of indemnities and compensations, the regular salary shall be the monthly average payments received during the previous 12 months of work, or during the duration of the contract, should this be less.
9. Whenever the payments actually received are, in aggregate and by annual computation, more favorable to the employee than the payments set forth in the law or in the applicable collective bargaining agreement, they shall be set off.

ARTICLE 238

Annual allowances

1. For each year of effective service, all employees shall have the following rights:
   (a) A minimum of 50% of the basic salary as a vacation bonus, paid up to 15 days before the vacation is enjoyed or in accordance with the individual employment contract or collective bargaining agreement;
   (b) A minimum of 50% of the basic salary as Christmas allowance.
2. The percentage amounts established in paragraph 1 above may be modified to a higher sum by a bargaining agreement or individual employment contract.
3. The employee who, at the time of payment of these allowances, has not performed effective work for a whole year, either due to the date of hiring or to suspension or termination of the employment relationship, is entitled to receive said allowances calculated pro rata to the entire months of work

ARTICLE 239

Information on compensation

1. Prior to an employee taking a job position, the employer shall inform the employee, in an adequate and easily understandable way, on the compensation conditions.

2. The provisions of the preceding paragraph shall also apply in the event of a change in compensation conditions by virtue of the law, collective bargaining agreement, career progression or the employer's own practice.

ARTICLE 240

Salary reduction

1. Except in the cases expressly provided in the law, in collective bargaining agreements or in the employment contract, the salary is not due for the periods in which the employee is absent from work.
2. In calculating the amount to be deducted, the formula described in Article 237.7 shall apply.

SECTION IV

National Minimum Wage

ARTICLE 241

Setting of national minimum wage

1. The national minimum wage is set from time to time by the President of the Republic, in his capacity as of the Head of the Executive.
2. Prior to setting the national minimum wage, consultation meetings shall be held with representatives of the employers' and employees' organizations.
3. In setting the national minimum wage, the following shall be taken into consideration:
   (a) The evolution and trend of the national consumer price index, the general level of salaries and social security allowances, and the standard of living of other social groups;
   (b) The ruling economic factors, including the need to attain and maintain a high level of employment and work, and the productivity and economic development levels;
   (c) Employees' quality of life.

SECTION V

Salary payment

ARTICLE 242

Form of payment

1. Wages must be paid in cash and may, with the employee's consent, be partially paid otherwise.
2. The non-cash portion of the salary, if any, shall not exceed 50% of the total amount.

ARTICLE 243

Payment of the cash portion

1. The cash portion of the salary is paid national currency and may be paid either in cash, bank check, postal order, deposit or wire transfer to the employee's order.

2. Except in the cases referred to in paragraph 1 above, the payment of salaries in bonds, tickets, coupons, credits to accounts, debt statements or any other form of substitution of the payment in currency is forbidden.
3. The cash portion of the salary is paid directly to the employee or to the person appointed by the employee in writing, and the employee shall be free to dispose of their salary without the employer restricting such freedom in any way.
4. The employer shall not, by any means, compel the employee to pay debts, and the salary may not be paid in the presence of creditors of the employee.

ARTICLE 244

Payment of the non-cash portion

1. The non-cash portion of the salary, if any, is aimed at satisfying the personal needs of the employee or of their family.
2. The non-cash portion of the salary shall be replaced by the corresponding cash amount, provided that the employee informs the employer, at least 15 days prior to the date of payment, that they wish the salary be paid in cash only.
3. The payment of the salary in illegal or prohibited substances or contrary to public order and good is forbidden.

ARTICLE 245

Payment due dates

1. The obligation to pay the salary falls due at regular and equal periods which, except as provided in the following paragraphs, are the month, the fortnight or the week, and it shall be timely discharged up to the last day of the period it refers to, during the regular working hours.
2. The employee who is paid with an hourly or daily salary, and who has been hired for a short-term task, shall be paid on each day after the end of the work.
3. In case of work paid by the piece or by task, the payment shall be made after the conclusion of each piece or of each task.
4. In the case of termination of the employment contract, the salary, indemnity and other amounts howsoever due to the employee shall be paid within three days of termination.
5. In the event of dispute regarding the assessment of the amounts due, the court having jurisdiction may, at the request of the employer made within five days of the

dispute arising, authorize the temporary withholding of the amounts in excess of those accepted by the employer or, should such refer to the base salary, the portion in excess of the amount calculated since the latest period confirmed to have been paid, disclosing the basis which served for the calculation thereof.

6. Except as provided in paragraphs 1 and 4 above, employees who are absent from work on the day of payment may draw the amounts they are entitled to on any subsequent day during normal business hours.

ARTICLE 246

Place of Payment

1. Save as otherwise agreed, the salary shall be paid at the place where the employee performs their work, or at the employer's payment facilities if these are located in the neighborhood of the workplace.
2. Should a different place for salary payment have been agreed, the time spent by the employee to go to such place is considered as effective time of work.
3. The payment of the salary may not be made in any business selling liquors, gambling house or amusement place, except for the employees of such businesses.
4. Whenever the existing conditions allow, the salary shall be paid through the banking system.

ARTICLE 247

Payment document

1. The payment of the salary is evidenced by a receipt signed by the employee, or, if the employee cannot read, by two witnesses chosen by them or by fingerprint; if the employer uses a collective payroll, the evidence results from the employee's or the witnesses' signatures in the relevant section.
2. The receipt or the collective payroll shall identify the employer, and bear the full name of the employee, their social security number, the period the payment refers to, the itemization of the amounts paid, all discounts and deductions made, as well as the total net amount paid.
3. At the time of payment, or prior thereto when payment is made in accordance with one of the options provided in Article 243.1, the employee shall be given a copy of the receipt or, should payment be made in accordance with one of such options or

through a collective payroll, a payment slip bearing all the references required by the paragraph 2 above.

4. If the employee, before the statute of limitations expires, alleges that salaries were not paid by the employer, non-payment thereof is presumed without possibility of rebuttal if the employer, absent force majeure, fails to produce the receipt or payroll payment slip.
5. In case the amounts paid are not allocated to other allowances or benefits, said amounts are assumed to refer to the employee's base salary.

SECTION VI

Offsetting and deductions from salary

ARTICLE 248

Lawful deductions

1. The employer may not offset any credits it may have over the employee against the salary due to them, or make any discounts or deductions, except those provided for in the following paragraphs and Articles.
2. The employer shall deduct from the salary the contributions due to the State, social security or such other entities as required by law, or determined by judicial ruling or by an agreement ratified by the court.
3. At the employee's written request, the employer shall deduct from the salary the amount of the employee's contribution to the duly constituted labor union of which the employee is a member.
4. The employer may deduct from the salary the value of goods and services requested by the employee and that have been supplied on credit, as well as other expenses incurred at the employee's written request, provided that these supplies are not an integral part of the salary as provided for in Article 241.1.
5. The repayment of loans granted by the employer may also be deducted from the salary.
6. Advances and other credits granted by the employer at the employee's written request, which shall not exceed the amount of three shall base salaries, are also be deducted from the salary.
7. The amount of the deductions provided in paragraphs 4 through 6 above may not, in aggregate, be higher than 25% of the net salary.

ARTICLE 249

Forbidden deductions

Under no circumstances may any discount or any deduction be made from the salary in order to guarantee for the employer and its representatives, or for an intermediary, a direct or indirect payment aimed at obtaining or keeping a job.

ARTICLE 250

Null and void provisions and clauses

1. The provisions of collective bargaining agreements or employment contracts allowing for any discounts or deductions other than those provided in Article 248 of the Civil Code or increasing the limits of deductions shall be null and void.
2. Any amounts deducted from the salary in violation of the provisions contained in this Section shall bear interest as of their due date, at the statutory interest rate which the court having jurisdiction may increase up to twofold, and may be claimed at any time up to one year after termination of the contract.

SECTION VII

Salary Protection

ARTICLE 251

Salary guarantees in the event of insolvency

1. In the event of insolvency of the employer, the salaries or indemnities due to the employees shall have precedence over any other credits on the employer, including the credits of the State or social security, and they constitute preferential claims as regards personal and real property, within the following limits:
   (a) The limit of the minimum amounts established in the law or in collective bargaining agreement, in the case of salaries fallen due in the six months prior to the start of the insolvency proceedings;
   (b) The limit of the amounts calculated in accordance with the law, in the case of indemnities fallen due in the three months prior to the start of the of insolvency proceedings;
   (c) The limits established in the law, in the case of salaries or indemnities fallen due earlier than the periods referred in subparagraphs (a) and (b) above, if the

relevant legal action has been brought before the start of the insolvency proceedings.

2. If recognized, the credits referred to in paragraph 1 above shall be paid in full or, should the assets be insufficient to guarantee the whole of such credits to all the employees, pro rata to the value of such assets, before any payments may be made to the remaining creditors.
3. The employees' credits which do not meet the requirements established in paragraph 1 above shall be claimed in the insolvency proceedings and, if recognized, shall be ranked and paid as provided for in the civil law and the civil procedure law.
4. Whenever the credits referred to in paragraph 1 above are guaranteed and paid by a wage guarantee fund or institution, this fund or institution shall be subrogated in the rights conferred upon the employee under paragraph 2 above.

ARTICLE 252

Salary seizure

1. Up to the amount of the statutory minimum wage, the base salary may not be seized.
2. As to the portion in excess of the statutory minimum, the salary may be seized in 25% of its value, this being also the limit of seizure of other credits of the employee relating to salaries, benefits and indemnities.
3. In case the seizure is aimed at securing debts relating to alimony or assistance to the employee or their family, the court having jurisdiction may set the limit set forth in paragraph 2 above up to 50%.

ARTICLE 253

Waiver of salary during employment contract

1. The signature of a receipt or a collective payment slip signed by the employee throughout the effectiveness of the employment contract, without protest or reserve, does not constitute a waiver to the payment of the whole or part of the salary, other payments and salary complements which may be due to them by law or collective bargaining agreement, and the expression for the balance of any credit or any other equivalent expression subscribed by them cannot be invoked against them.
2. A settlement agreement relating to the amount of the salaries payable to the employee is valid.

ARTICLE 254

Prohibition of salary assignment

1. Any provisions whereby the employee waives their right to the salary, which determine the performance of work for free, or which cause the payment of the salary to be conditional upon any fact of uncertain verification are null and void.
2. The employee may not assign their salary credits, either for free of charge or for consideration.

ARTICLE 255

Statute of limitations of salary credits

1. The statute of limitations of salary credits, other payments and salary complements or indemnities is two years as from their respective due date, or after one year has elapsed from day following the date of contract termination.

2. However, the statute of limitations shall be suspended by:

   (a) The employer acknowledging in writing the existence of the credit and its amount;
   (b) The summons for legal action in which the claim is asserted;
   (c) The employer being notified for mediation or conciliation proceedings.

SECTION VIII

Social and Cultural Benefits

ARTICLE 256

Cafeterias, canteens and kitchens

Whenever so justified and in keeping the existing economic conditions, the companies may install cafeterias, canteens and kitchens to sell products or supply meals.

ARTICLE 257

Support to displaced employee

1. Whenever the employee is hired to perform work at a place other than that of their residency, the parties shall agree on the conditions for transportation and housing of the employee and their family.

2. The support referred to in paragraph 1 above may, by written agreement of the parties, be provided by way of financial consideration.
3. For the purposes of paragraph 1 above, the employee's family is understood as their spouse or person living in non-marital cohabitation with them, as well as the members of the employee's household who normally live with the employee.

ARTICLE 258

Return of the employee

1. Upon termination of the employment relationship, the displaced employee, as defined in paragraph 1 of the preceding Article, shall be entitled to return to their place of residency as at the date said relationship started.
2. The above right extends to the employee's relatives who accompanied them or joined them later, as well as to their personal effects and belongings.
3. Save as otherwise agreed, in the event that the employee does not wish to return within two weeks of contract termination the right referred to in the preceding paragraphs shall lapse.
4. The employee's right to return shall also be mandatory for the employer:
   (a) In case, by reason of accident or illness, the employee becomes incapacitated to perform their work in a definitive or long-lasting temporary manner; in this latter case, the employee's return shall occur as soon as there are medically cleared;
   (b) In case the employment contract is null and void, expires for any reason during its performance, or terminates for any other reason not attributable to the employee;
   (c) In case the employment contract is null and void for a reason attributable to the employee, the return costs shall be shared between the employer and the employee 40%-60%, respectively.
5. In the event of the death of the employee or of a relative accompanying them, under the terms of the preceding Article, the employer shall be responsible for the return of the remains of the deceased.

SECTION IX

Social and Cultural Development of Employees

ARTICLE 259

General principles

1. The companies shall cooperate with the public authorities in the policies for social and cultural promotion of employees and their physical development.
2. The employers shall, to the extent possible and in addition to other obligations provided in this Law, implement the policy underlying the provisions of the following Articles, and shall actively cooperate with the relevant official bodies, the labor unions and the employees' representative bodies

ARTICLE 260

Social facilities for employees

Depending their economic capability, dimension and work organization conditions, companies shall install and maintain adequate places for the employees to rest, socialize and spend their spare time, as well as for the improvement of their cultural level and physical development.

ARTICLE 261

Transportation

Employers may transport their employees to the work centers, either by resorting to their own means of transportation or by retaining the services of third parties.

ARTICLE 262

Cultural and sports promotion

1. Employers shall to the extent possible support the employees' initiatives for the preservation and expansion of the national culture, namely the formation of theater, music and dance groups, and for the cultural promotion of employees.
2. Employers also promote, support and encourage employee initiatives for the practice of sports and the promotion of physical exercise.

ARTICLE 263

Social fund

1. Employers may create a social fund to provide social assistance to employees, or other mechanisms of complementary social protection provided for in specific legislation.
2. A percentage of the employees' salary shall, on the basis of a collective bargaining agreement or with the consent of the employee, be deducted and allocated to said social fund.

CHAPTER IX

Suspension of the Employment Relationship

SECTION I

General Provisions

ARTICLE 264

Concept

There is a suspension of the employment relationship whenever, on a temporary basis, the work cannot be performed for reasons not attributable to either the employee or the employer.

ARTICLE 265

Effects of suspension

1. During the suspension period all rights and obligations of the parties to the employment relationship which are inherent to the effective performance of work shall cease, but the duties of respect and loyalty and secrecy shall remain.
2. During the suspension period for a reason pertaining to the employer, the employee may engage in a remunerated professional activity for another employer.
3. The suspension period is counted for purposes of the employee's seniority, who remains entitled to their job position.
4. However, the employment contract shall expire and the employment relationship shall terminate once it becomes certain that the impediment is definitive.

5. If the employment contract is for a fixed term, the suspension does not prevent its termination due to the expiry of the term or the occurrence of the event giving rise to the expiry.
6. Suspension of the contract shall not affect entitlement to vacation, the duration of which is considered effective working time.

ARTICLE 266

Reporting of the employee

1. As soon as the cause of suspension ceases to exist, the employee shall report to the employer in order to resume work under the previous conditions within 5 business days, failure to do so causes the contract to terminate.
2. The deadline for reporting to the employer provided for in the preceding paragraph shall be extended to 12 business days in the case of military service and similar situations, and six business days in the case of other situations which have resulted in an impediment lasting no less than 12 months.
3. When reporting for work, the employee must provide the employer with a document evidencing the date the impediment ceased.
4. The employer is required to reinstate the employee in their job position or in an equivalent position, as soon as they return.

SECTION II

Suspension of the Contract for Reasons Pertaining to the Employee

ARTICLE 267

Facts triggering suspension

The following facts not attributable to the employee qualify as impediments to the performance of work

(a) The rendering of military service or substitutive civic service;
(b) Accident or disease, either occupational or natural;
(c) Maternity leave;
(d) The exercise of a public office by election in national or local bodies;
(e) Preventive arrest;
(f) The performance of full-time labor union duties;

(g) Serving a prison sentence of up to one year for an offence in which the employer is not harmed and which does not concern the provision of work

(h) Other instances of temporary force majeure preventing the performance of work;

(i) The employee's participation as candidate in general or local elections approved by the relevant authority.

ARTICLE 268

Effects of suspension on the employee

1. The suspension of the contract entails the loss of the salary as from the moment it is effective, without prejudice to the provisions of Article 226.1 in relation to illness or common accident.
2. Save as otherwise agreed in writing, the employee's rights to lodging and medical assistance provided by the employer are maintained for a period of up to three months
3. Article 204.3 shall apply to the effects of the suspension governed in this Section with regard to right to vacation.

ARTICLE 269

Replacement of the Employee

The employer may at its discretion hire another employee to perform the duties of the employee whose contract is suspended, such contract being for a fixed term, in accordance with Article 14.2.

SECTION III

Suspension of the Contract for Reasons Pertaining to the Employer

ARTICLE 270

Facts Triggering Suspension

The suspension of the employment contract for a reason pertaining to the employer occurs whenever the employer is temporarily prevented or exempt from receiving work from all or part of the employees of the company or work center for the following reasons:

(a) The occurrence of occasional facts, or temporary economic or technical reasons;

(b) Disasters, accidents and other force majeure events, such as the interruption in the supply of energy or raw materials, which cause the work center to be temporarily shut down or to have its activity temporarily reduced.
(c) Temporary closing of the premises for repairs, to install equipment or by order of the relevant authorities.
(d) Other cases foreseen and governed by law.

ARTICLE 271

Procedures in case of suspension relating to the Employer

The following rules shall apply to the situations provided for in the preceding Article:

(a) Save in the situations referred to in subparagraph (b) of the preceding Article, the occurrence of and the causes for suspension shall be notified to the Labor General Inspectorate and the Employment Center of the area where the work center is located, within 15 business days of the work suspension starting;
(b) Whenever the business unit has not resumed its activity within up to six months, the employer may, subject to an authorization from the Labor General Inspectorate being obtained, declare the contracts terminated due to expiry; in this case, the employer pays the employees an indemnity calculated in accordance with Article 308;
(c) The expiry of the contract shall be notified to the Labor General Inspectorate and the Employment Center within three days of being notified to the employees, stating that the indemnities referred in subparagraph (b) above have been paid or made available to the employees.

ARTICLE 272

Cessation of the impediment

Upon the impediment ceasing, the employer shall affix at the work center the information on the date of return to work and notify, by appropriate means, the employees whose contracts are suspended to resume work; the time period for the employees to report to work as provided in Article 266 shall be counted as from the date of said notice.

ARTICLE 273

Preferential hiring

Within one year of the contract expiry in accordance with Article 271 (b), the employees whose contracts expired shall be given preference in the hiring for available positions at the work center or company for which they are properly qualified.

CHAPTER X

Termination of the Employment Relationship

SECTION I

General Provisions

ARTICLE 274

Job stability

1. The employee is entitled to job stability, and the reasons for termination of the employment relationship are those provided for in the law.
2. The reasons for termination of the employment contract are as follows:
   (a) Expiry; (b)
   Revocation;
   (c) Termination.

ARTICLE 275

Employment certificate

1. Upon termination of the employment contract, for whatever reason and by whatever form, the employer is required to deliver to the employee an employment certificate stating the dates of hiring and termination of contract, the nature of the duty or duties performed thereunder, and the professional grade of the employee
2. The employment certificate may not contain any other references, except such references to the assessment of the employee’s professional capabilities as requested by the employee.

ARTICLE 276

Return of work tools

Upon termination of the employment contract, the employee must return the work tools and any other objects belonging to the employer to the employer, under penalty of civil liability.

SECTION II

Contract expiry

ARTICLE 277

Grounds

1. The contract expires in the following cases:
   (a) The employee's death;
   (b) The employee's total or partial permanent disability of the employee, which prevents them from continuing to work for a period longer than 12 months;
   (c) The employee's retirement under the legislation on mandatory social protection;
   (d) The employee's conviction, by a ruling having the value of res judicata, to an imprisonment term longer than one year, or regardless of its duration in the cases provided in the law;
   (e) The employer's death, total or permanent disability, or retirement, whenever this results in the shutting down of the company or the discontinuance of the activity;
   (f) The employer's insolvency and the de-registration of the company as a legal entity;
   (g) Acts of God or force majeure event which renders the performance or receipt of work definitely impossible.
2. Expiry shall not occur if the establishment or company continues to operate, in which case the provisions of Article 110.3 and 110.4 and Article 113 shall apply.

ARTICLE 278

Compensation

1. Termination of the contract for the reasons referred to in subparagraph (e) of the preceding Article entitles the employee to compensation, calculated in accordance with article 307 of the Civil Code.
2. The expiry of the contract for the reasons referred to in subparagraphs (d) and (g) of the preceding Article shall, for the purposes of compensation, be considered equivalent to the situation governed by the preceding paragraph, provided that it is the employer who is unable to receive the work.

ARTICLE 279

Expiry due to insolvency

1. In case of a court order of insolvency, and while the business unit or company is not definitively shut down, the employment contracts shall progressively expire to the extent that the employees' work becomes unnecessary for the operation thereof, and the provisions of Article 278.1 shall apply.
2. While the business unit or company remains in operation, the appointed receiver shall pay to those employees who continue working the salaries due since the date the proceedings were brought.

SECTION III

Revocation

ARTICLE 280

Termination of the contract by mutual agreement

1. The parties may, at any time, terminate the employment contract by mutual agreement, provided they do so by written instrument signed by both parties, under penalty of it being null and void.
2. The agreement shall identify both parties and contain express references to the termination of the contract, the effective date of termination and the execution date, and the parties may assign to such an agreement other effects consistent with the law.
3. The agreement shall be executed in two counterparts, each party keeping one.

4. In case the agreement includes any consideration in favor of the employee, the date or dates of payment thereof shall be stated; unless the agreement setting the consideration expressly states otherwise, said consideration is deemed not to include the amounts due to the employee as at the date of termination or the amounts due to them as a consequence of said termination.

SECTION IV

Termination

SUBSECTION I

Termination

DIVISION I

By the Employer's Initiative

SUBDIVISION I

General Principle

ARTICLE 281

Just cause

Disciplinary dismissal may only be validly decided on the grounds of just cause, the commission of a serious disciplinary offence by the employee or the occurrence of objectively verifiable reasons that render it impossible to maintain the employment relationship.

SUBDIVISION II

Dismissal for Subjective Causes

ARTICLE 282

Grounds for just cause

The following disciplinary offences by the employee constitute just cause for disciplinary dismissal:

(a) Unjustified absences from work, provided that these exceed three days in a month or twelve days in a year, or, regardless of their number, provided that these cause serious damage or risks to the company;
(b) Unjustified failure to comply with work schedule more than five times in a month;
(c) Serious or repeated disobedience to lawful orders or instructions given by the employee's superiors and by those in charge of the organization and operation of the company or work center;
(d) Repeated lack of interest in the discharge of the obligations pertaining to the job or of the duties entrusted to the employee;
(e) Offense against the physical integrity, honor and dignity of company employees, the employer and its representatives or to the employee's superiors;
(f) Serious indiscipline, causing disruption in the organization and operation of the work center;
(g) Theft, robbery, embezzlement, swindle and other frauds committed in the company or during the performance of work;
(h) Breach of professional secrecy or disclosure of production secrets and other cases of unfaithfulness, which result in serious damage to the company;
(i) Damage caused to the premises, equipment and work tools or to production, either intentionally or owing to gross negligence, and which result in a reduction in or interruption of the production process or in serious damage to the company;
(j) Repeated decrease of the work output, by reference to the targets set and the average output;
(k) Active or passive corruption in connection with the work or with the assets and interests of the company;
(l) Drunkenness or drug addiction having a negative effect upon the work;
(m) Failure to comply with the rules and instructions on health, hygiene and safety at work,
(n) Sexual harassment.

ARTICLE 283

Special protection against termination

1. The following benefit from special protection against termination:
   (a) Employees who perform or have performed the duties of labor union director, labor union representative or member of the employees' representative body in the lawful exercise of labor union activities over a period of two years;
   (b) Women covered by the maternity protection scheme;
   (c) Former combatants as defined in the legislation in force;
   (d) Minors;
   (e) Employees with reduced work capacity, having a disability degree equal to or higher than 20%.
2. The provisions of Articles 91.3, 89.2, 97.1 (b), 97.2, and 98 are specifically applicable to the employees referred in subparagraph 1 (a) above against whom the employer decides to bring disciplinary proceedings for termination.
3. If the disciplinary proceedings are brought against a former combatant, and the employer is aware of employee's status or is informed with documental confirmation up to the time of the meeting referred in Article 90, the disciplinary proceedings shall be stayed after the decision referred in Article 90.1 if it involves termination; afterwards, the following steps shall be taken:
   (a) Copies of the convening notice for the employee to attend the meeting and of the notice of termination which the employer intends to serve on the employee pursuant Article 90.6 shall be immediately delivered to the Labor General Inspectorate, by registered mail or in hand with recorded delivery;
   (b) If within 10 business days of the above documents being sent the Labor General Inspectorate does not make its views known to the employer or does not oppose termination, the employer may maintain its decision and shall deliverer or send to the employee the notice referred in Article 91.3;
   (c) If the Labor General Inspectorate opposes termination stating its grounds therefor, the employer may, if it does not accept the decision, refer the matter to the court having jurisdiction.
4. In the case of disciplinary proceedings for the termination of the employees referred to in subparagraphs (b), (d) and (e) of this Article, the employer shall forward to the Labor General Inspectorate copies of the convening notice for the employee to attend the meeting and of the notice of termination which the employer intends to serve on the employee, and the Labor General Inspectorate shall make its views known within a maximum period of 10 business days.

5. The time period granted to the Labor General Inspectorate to make its views known as provided for in the preceding paragraphs suspends the other time periods of the disciplinary proceedings, and in case the Labor General Inspectorate does not make its views known the employer may immediately make its decision.
6. The parties may challenge the decision of the Labor General Inspectorate before the court having jurisdiction.

SUBDIVISION III

Individual Termination for Objective Reasons

ARTICLE 284

Grounds

In the event that duly substantiated economic, technological or structural circumstances occur, which entail an internal reorganization or conversion, the reduction or discontinuance of activities, and this results in the need to eliminate or significantly change job positions, the employer may terminate the employees who hold such positions.

ARTICLE 285

Procedures for individual dismissal

1. The employer who wishes to carry out termination on the grounds referred in preceding Article, provided that the number of employees to be terminated is up to five, shall previously send a written notice to the Labor General Inspectorate detailing:
   (a) The economic, technological or structural reasons which impose reorganization, reduction or discontinuance, and a description thereof;
   (b) The jobs in question, stating the number of employees affected and their respective professional qualifications;
   (c) The measures for reorganization, reduction of production or discontinuance of lines of service on the basis of which the employer intends to adjust the operation of the company or business unit to the existing situation;
   (d) The criteria to be followed in selecting the employees to be terminated;
   (e) The possibility or impossibility to transfer the whole or part of those employees to other existing jobs or jobs to be created as a result from reorganization, and for

which the same or similar professional qualification is required, and to which an equal or a higher salary corresponds;

(f) Such other information as is deemed useful.

2. The notice shall be sent together with the permanent staff chart of the work center, specifying the relevant sectors and lines of service
3. The Labor General Inspectorate may within 15 days take such measures as deemed required for a proper clarification of the situation, warning the employer of any substantive and procedural irregularities in the dismissal.
4. In the event that they do not agree with termination, the employees or their representatives may, without prejudice to the out-of-court dispute resolution mechanisms provided for in this Law, challenge the decision before the court having jurisdiction.

ARTICLE 286

Prior notice

1. The employer shall, at least 30 days in advance, send a prior notice of termination to the employee or employees whose job positions are to be eliminated or transformed.
2. The prior notice must state the decision to dismiss, expressly mentioning the reason and the date of termination of the employment contract and the amount, form, time and place of payment of compensation, of the credits due and payable as a result of the termination of the Employment Contract.

ARTICLE 287

Rights of the employee

During the termination prior notice period, ad provided that the reasons for termination are not economic circumstances, the employee is entitled to 5 business days of paid leave to seek a new job; said leave may be enjoyed either fractionally or all in one time, and the employee shall notify the employer thereof at least one day in advance of the start of each absence.

ARTICLE 288

Preference criteria

1. In determining the employees to be made redundant, and if the service or establishment is not to be closed, in maintaining employment, within each professional category and in the order of priority set out below, the following employees shall be given preference:
   (a) More qualified or with more professional experience;
   (b) Longest-serving in the job, in the event of equal qualifications or professional experience;
   (c) Longest-serving in the category, in the event of equal seniority in the job;
   (d) Longest-serving in the company, in the event of equal seniority in the category.
2. Individual dismissal for objective reasons can only take place provided that, by the end of the notice period, the employee is provided with the compensation due, as well as the credits due and payable as a result of the termination of the employment contract.
3. In any case, the employer may not dismiss employees with an indefinite employment contract while there are jobs with the same or identical functional requirements occupied by fixed-term employees.

ARTICLE 289

Compensation

Employees dismissed under the terms of Article 284 below are entitled to compensation calculated in accordance with Article 308.

SUBDIVISION IV

Collective dismissal

ARTICLE 290

Application of the collective dismissal procedure

Whenever, for the reasons described in Article 284, the elimination or change of job positions simultaneously affects the employment of more than five employees, the procedure for collective dismissal shall apply.

ARTICLE 291

Collective dismissal procedure

1. The employer wishing to carry out a collective dismissal shall notify its intention to the Labor General Inspectorate and the employees' representative body, and must comply with the provisions of Article 285 of the Civil Code.
2. In the case of collective dismissal, the time period for the Labor General Inspectorate to take the measures referred to in Article 285.3 shall be 22 business days.

ARTICLE 292

Consultations

Within the period during which the Labor General Inspectorate is reviewing the matter, the employer may promote the holding of meetings, for exchange of information and clarifications, with the employees' representative body or the committee appointed, and may forward the conclusions of the meetings to the Labor General Inspectorate

ARTICLE 293

Prior notice

1. In the case of collective dismissal, the prior notice period shall be 60 days.
2. On the date the prior notices are sent, the employer shall send to the employment center of the relevant area, a chart identifying all the employees who were served notices of termination, stating in relation to each of them:
   (a) Full name;
   (b) Identity card number;
   (c) Address;
   (d) Date of birth;
   (e) Date of hiring;
   (f) Effective date of termination of the contract;
   (g) Social security beneficiary number;
   (h) Occupation; (i) Professional grade; (j) Latest base salary.

ARTICLE 294

Rights of the employee

The provisions of Article 287 of the Civil Code shall apply to the employees subject to the prior notice regime.

ARTICLE 295

Indemnity

The employee terminated pursuant to a collective dismissal procedure is entitled to an indemnity calculated in accordance with Article 308 of the Civil Code.

ARTICLE 296

Deadline for payment of credits and indemnity

Payment of overdue claims, claims payable as a result of the termination of the employment contract and compensation shall be made by the end of the dismissal procedure.

SUBDIVISION V

Unlawful Termination

ARTICLE 297.º **General causes**

of unlawfulness

Termination is declared unlawful if it is:

(a) Null;
(b) Illegal and unfair.

ARTICLE 298

Nullity

1. Dismissal is null and void when:
   (a) Disciplinary proceedings are not initiated;
   (b) The initiation of disciplinary proceedings is not at the initiative of the holder of the disciplinary power under the terms of Article 86 of the Civil Code;
   (c) The disciplinary offense is time-barred;
   (d) Lapse the disciplinary procedure;
   (e) The employee is not sent or given the notification for the interview referred to in Article 88.3;
   (f) The notice is not in writing or does not contain a detailed description of the facts attributed to the employee;
   (g) The interview does not take place due to the employer's fault;
   (h) The interview is held outside the time limits laid down in Article 90.1 due to the employer's fault;
   (i) The disciplinary measure is decided in violation of the time limits of Article 91.1;
   (j) The employee is not informed of the decision to dismiss;
   (k) The notice of dismissal is made in breach of the provisions of Article 91.2;
   (l) The General Labor Inspectorate has not been notified, under the terms of Article 285 of the Civil Code;
   (m) There is a violation of the criteria for preference in job retention;
   (n) There is a violation of the prior notice provided for in Articles 286 and 293 of the Civil Code;
   (o) The employee is not paid the compensation provided for in Articles 289 and 295 of the Civil Code.

ARTICLE 299

Dismissal

Dismissal is unfounded when there is no just cause, under the terms of this Law.

ARTICLE 300

Consequences of unlawfulness

1. The dismissal having been declared unlawful, the employer must:
   (a) Compensate the employee for all damage caused, both pecuniary and nonpecuniary;
   (b) Reinstate the employee;
   (c) Pay the employee the salaries due from the date of dismissal until the decision becomes final, deducting the amount of the salaries for the period from the date of dismissal until 30 days before the action is brought, if the action is not brought within 30 days of the dismissal, always with a limit of six months.
2. The salaries referred to in subparagraph (c) of the preceding paragraph shall only be due with effect from thirty days prior to the date on which the action is brought.
3. If reinstatement is not possible or the employee does not want it, the employer shall compensate the employee under the terms of Article 310.
4. The right to compensation referred to in the preceding paragraph may be exercised within 90 days of reinstatement.

ARTICLE 301

Jurisdiction of the Court

1. The court having jurisdiction shall have powers to declare the unlawfulness of the collective dismissal and define the effects thereof, under the terms of the law.
2. In the event of collective dismissal, the ruling of unlawfulness on the grounds set forth in Article 298(m) or that the reasons given are unfounded may only handed down in legal proceedings brought by whoever has a direct interest therein.

DIVISION II

By the Employee's Initiative

ARTICLE 302

Forms of termination by the employee's initiative

The employee may terminate the contract on grounds pertaining to the employer or otherwise.

ARTICLE 303

Termination with just cause pertaining to the employer

1. The is terminated by the employee on grounds of just cause pertaining to the employer whenever the latter violates, culpably and seriously, any of the employee's rights set forth in the law, in the collective bargaining agreement or in the employment contract.
2. The following facts qualify as just cause for termination:
   (a) The culpable and repeated failure to pay the salary, as and when due;
   (b) The abusive application of a disciplinary measure, pursuant to Article 97;
   (c) The repeated or serious failure to comply with the rules on safety, health and hygiene at work;
   (d) Offenses against the employee's physical integrity, honor and dignity, or against any of the employee's close relatives, committed either by the employer or by its representatives;
   (e) The culpable and serious violation of the employee's statutory or contractual rights;
   (f) Serious damage to the employee's property;
   (g) Harassment;
   (h) The willful behavior of the employer or its representatives aimed at leading the employee to terminate the contract.
3. The termination of the contract by the employee on the grounds referred in paragraph 2 above is deemed as indirect termination.
4. Indirect termination shall only be lawful if made in writing, with sufficient detail on the facts on which it is grounded, and may only be carried out within 30 days of such facts becoming known.
5. Indirect termination gives the employee the opportunity to receive from the employer an indemnity calculated as provided for in Article 310.
6. Should the employer not agree to pay the indemnity referred to in paragraph 5 above, the employee may resort to the courts under the terms of the law.
7. The provisions of Article 300.2 shall apply when the employee terminates the contract on the grounds of just cause referred to in paragraph 2 of this Article and these grounds are proven to be false.

ARTICLE 304

Termination with Just Cause alien to the Employer

1. The employee may terminate the contract with just cause alien to the employer on the following grounds:
   (a) Compliance with legal obligations which are immediately incompatible with the continuance of the employment relationship;
   (b) Substantial and long-lasting changes to the work conditions, when determined by the employer in the lawful exercise of the duties set forth in Article 84 of the Civil Code.
2. The decision to terminate the employment relationship is notified in writing to the employer, stating the grounds on which it is based, and shall become effective immediately, and neither of the parties shall incur liability towards the other.
3. The provisions of Article 303.2 shall apply if the employee terminates the contract on the grounds referred to in Article 303.1 and these grounds are proven to be false.

SUBSECTION II

Notices for Termination

ARTICLE 305

Procedure

1. The absence of just cause for termination of the contract by the employee, the employee may terminate the employment relationship by prior written prior notice to the employer, served 30 days in advance.
2. The total or partial lack of prior notice renders the employee liable to indemnify the employer with the amount of the salary corresponding to the prior notice period not observed.
3. In case the employer refuses to accept the work during the prior notice period, the employer shall pay to the employee the salaries corresponding to the prior notice period which the employee is released from complying with.

ARTICLE 306

Abandonment of work

1. Abandonment of work occurs whenever the employee absents themselves from the work center with the purpose, either declared or presumed, not to return.
2. It is presumed that the employee does not intent to return to work if:
   (a) Before or after the absence has started, the employee has mentioned, either publicly or before their fellow workers, their intention not to continue at the employer's service;
   (b) The employee enters into an employment contract with another employer; it is presumed that an employment contract was entered into when the employee starts working at a work center not belonging to their employer;
   (c) The employee is absent for a period of ten consecutive business days, without informing the employer of the reasons for such absence.
3. Should any of the cases mentioned in paragraph 2 above occur, the employer may declare the employee to be in the situation of abandonment of work by affixing a notice at the work center.
4. Within 5 business days of the notice referred to in paragraph 3 above being affixed, the employee may offer documentary evidence of the reasons for their absence and for not having been able to comply with the obligation to notify and justify their absence as provided for in Article 221 of the Civil Code.
5. Work abandonment is equivalent to contract termination without prior notice and renders the employee liable for paying to the employer the indemnity set forth Article 305.2, without prejudice to Article 87, if applicable

SECTION V

Compensation and Indemnity

ARTICLE 307

Indemnity in case of insolvency or de-registration of the employer

The indemnity set forth in Article 278, which is payable in the case of contract expiry due to insolvency or de-registration of the employer as a legal entity, shall be determined by multiplying 50% of the base salary the number of years of service on said date.

ARTICLE 308

Compensation for contract termination by reasons pertaining to the employer

The compensation due to the employees pursuant to Articles 289 and 295, in case of individual termination or collective dismissal on grounds of objective just cause, respectively, and that payable pursuant to Article 271, in the case of expiry following the suspension of the contract for objective reasons shall correspond to one base salary for each year of effective service, up to the limit of five, plus 50% of the base salary multiplied by the number of years which exceed said limit.

ARTICLE 309

Indemnity for non-reinstatement

The indemnity due for non-reinstatement of the terminated employee, or in case the employee does not wish to be reinstated, shall correspond to 50% of the base salary payable at the date of termination multiplied by the number of years of service of the employee.

ARTICLE 310

Indemnity for individual termination

1. The indemnity due to the employee in case the individual termination on grounds of disciplinary just cause is declared unlawful by the court, and should reinstatement not occur, and in the case of indirect termination, provided for respectively in Articles 300.3 and Article 303.5, is determined by multiplying the base salary by the number of years of service as at the date of termination.
2. The indemnity calculated as provided for in the preceding paragraphs is also due in the situations described in Articles 19.3 and 67.2.
3. The compensation referred to in paragraph 1 of this Article shall always have a minimum value corresponding to three months' base salary.

ARTICLE 311

Calculation of seniority

For purposes of the preceding Articles of this Section, in determining the employee’s seniority any periods equal to or greater than three shall be counted as one year of service.

CHAPTER XI

Statute of Limitations and Expiry of Right of Action and Conflict Resolution

ARTICLE 312

Statute of limitations

1. All credits, rights and obligations of the employee or the employer arising from the execution and performance of the employment contract, its violation or its termination, are subject to a statute of limitations of one year starting on the day following that of contract termination.
2. The statute of limitations referred to in paragraph 1 above shall specifically apply to salary credits, additional and complementary payments, indemnities and compensations due for contract termination, payments and contributions in kind, and also the reimbursement of expenses incurred.
3. The provisions of the preceding paragraphs shall not prevail upon the special statute of limitations for credits fallen due during the performance of the contract provided for in Article 255.1.

ARTICLE 313

Expiry of the right to action to challenge dismissal

The right to resort to the courts have the dismissal declared unlawful, expires within 120 days counted as from the day following that of termination.

ARTICLE 314

Expiry of the right to action

The right to demand the discharge of non-pecuniary obligations or the performance of actions which may not be performed after contract termination shall expire within one year of their falling due.

ARTICLE 315

Suspension of deadlines

The statute of limitations and expiry time periods shall be suspended with the filing of the conciliation or mediation application, or of the judicial proceedings demanding the payment of the credits or the discharge of the obligations.

ARTICLE 316

Waiver of Credit

Upon termination of the employment relationship, the employee may waive in whole or in part any credit they may have on the employer, and enter into any conciliation, settlement and offsetting agreements regarding such credits.

ARTICLE 317

Conflict resolution

The courts have jurisdiction to hear and judge all labor disputes, without prejudice to recourse to alternative means of conflict resolution.

CHAPTER XII

Transitional and Final Provisions

ARTICLE 318

Labor administrative offenses regime

1. Violation of the provisions of this Law and other complementary legislation constitutes an Administrative Offence punishable by a fine and an ancillary sanction applicable according to the offender's degree of guilt and the average monthly salary paid by the company, under the terms defined in a specific statute.
2. Without prejudice to the provisions of the preceding paragraph, the provisions of the General Regime of Administrative Offenses shall apply in the alternative to Labor Offenses.

ARTICLE 319

Application of the law in time

1. Fixed-term contracts concluded under Law No. 7/15, of 15 June 2015, shall remain in force under the terms of the respective law until the date they are due to expire.
2. If, on the date of expiry of the contract, the parties wish to renew it, the contract shall be deemed to have been renewed under the terms of this Law.
3. Renewal under the terms of the preceding paragraph shall not affect the employee's acquired rights.

ARTICLE 320

Doubts and omissions

Any doubts or omissions arising in connection with the interpretation and application of this Law shall be settled by the National Assembly.

ARTICLE 321

Repeal

Law No. 7/15, of 15 June 2015, Rectification No. 15/15, of 2 October 2015, as well as all legislation inconsistent with the provisions of this Law are hereby repealed.

ARTICLE 322

Effective date

This Law shall become effective 90 days after its publication.

Seen and approved by the National Assembly, in Luanda, on, 25 May 2023.

The Chairman of the National Assembly, Carolina Cerqueira.

Promulgated on 11 December 2023.
Be it published.

The President of the Republic, JOÃO MANUEL GONÇALVES LOURENÇO.