REPUBLIC OF MOZAMBIQUE

LAW No. /202 3
FROM FROM

If there is a need to review Law no. 23/2007, of 1 August, Labor Law with a view to adjusting to the dynamics of socioeconomic development in which the country finds itself, under the provisions of no. 1 of article 178 of the Constitution of the Republic, the Assembly of the Republic determines:

CHAPTER I
General provisions

SECTION I
Definitions , object, scope and special regimes

Article 1
(Definitions)

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

Article two
(Object)

This Law defines the general principles and establishes the legal regime applicable to individual and collective relationships of subordinate work, carried out on behalf of others and for remuneration.

Article 3
(Scope of application)

1. This Law applies to legal subordinate employment relationships established between employers and workers, national and foreign, from all fields of activity, who carry out their activity in the country.
2. This Law also applies to legal employment relationships established between legal entities governed by public law and their workers, who are not State employees or whose relationship is not regulated by specific legislation.

3. This Law also applies, with the necessary adaptations, to associations, non-governmental organizations, the cooperative sector, with regard to salaried workers, diplomatic and consular missions in relation to locally hired workers, international organizations and other natural persons or collectives governed by private law.

They are regulated by specific legislation:

a) the legal working relationships of State employees and agents;
b) the legal working relationships of people serving decentralized entities.

Article 4
(Special regimes)

The following types of work are governed by special legislation **:**

a) artistic;
b) sporty;
c) domestic;
d) at home;
e) maritime;
f) miner;
g) fishing;
h) petroleum
i) port;
j) rural; It is
k) private security.

The following types of work provision are governed by special legislation :

a) retainer;
b) undertaking;
c) intermittent;
d) free regime;
e) seasonal;
f) teleworking; It is
g) private employment agency.

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

SECTION II
General principles

SUBSECTION I
Fundamental principles

Article 5
(Principles and interpretation of labor law)

1. The interpretation and application of the rules of this Law comply, among others, with the principle of the right to work, stability in employment and position, change of circumstances and non-discrimination on grounds of sexual orientation, race, or of being a carrier of HIV/AIDS.
2. Whenever there is a contradiction between a norm of this Law or other diplomas that regulate labor relations, the content resulting from the interpretation that complies with the principles defined here prevails.
3. The culpable violation of any principle defined in this Law renders the legal act carried out in these circumstances null and void, without prejudice to the civil and criminal liability of the offender.

SUBSECTION II
Protection of worker dignity

Article 6
(Right to work)

1. All citizens have the right to freely chosen work, with equal opportunities without discrimination of any kind, with the basic principles being the individual's professional capacity and aptitude in choosing the profession or type of work.
2. The right to work is linked to the duty to work, without prejudice to limitations resulting from reduced capacity for work due to occupational or common illness or disability.
3. Work must be carried out with strict respect for the fundamental rights and guarantees of workers, protecting their health and ensuring that they carry out the activity in safe and dignified working conditions.
4. Compulsive work is prohibited, except for work carried out within the framework of criminal legislation.

Article 7
(Personality rights)

1. The employer is obliged to respect the personality rights of the worker.
2. Personality rights include, in particular, the right to life, physical and moral integrity, honor, good name, privacy and image.

3. The right to privacy concerns access and disclosure of aspects related to the worker's intimate and personal life, such as those relating to family, emotional, sexual life, health status, political and religious beliefs.
4. The exercise of the rights and freedoms referred to in this article is based on respect for the constitutional order and the dignity of the human person.

Article 8
(Personal data protection)

1. The employer cannot require the employee, at the time of hiring or during the execution of the employment contract, to provide information relating to his or her private life, except when particular requirements inherent to the nature of the professional activity require it by law or custom. of each profession, and the respective reasons must be provided in advance in writing.
2. The use of files and computer access relating to the personal data of job applicants or workers is regulated by specific legislation.
3. The worker's personal data, obtained by the employer subject to confidentiality, as well as any information whose disclosure would violate the employer's privacy, cannot be provided to third parties without the worker's express consent, unless legal reasons so determine.

Article 9
(Medical tests and examinations)

1. The employer may, for the purposes of admission or execution of the contract, require the job candidate or worker to carry out or present a test or medical examination, to prove their physical or mental condition, unless otherwise provided by law.
2. The doctor responsible for the tests or medical examinations may not communicate to the employer any other information other than that relating to the ability or lack thereof to work.
3. It is prohibited to carry out tests and medical examinations on job applicants or workers to determine their HIV/AIDS status **.**

Article 10
(Means of remote surveillance)

1. The employer must not have means of remote surveillance in the workplace, through the use of technological equipment, with the purpose of controlling the worker's professional performance.
2. The provisions of the previous paragraph do not cover situations intended for the protection and safety of people and goods, as well as when their use is part of the normal production process of the company or sector, in which

case the employer must inform the worker , in writing, about the existence and purpose of the aforementioned means, which are used as evidence.
3. All evidence acquired in violation of the provisions of the previous paragraphs are null and void.

Article 1 1
(Right to confidentiality of correspondence)

1. The employee's correspondence, of a personal nature, carried out by any means of private communication, namely letters and electronic messages, is inviolable, except in the cases expressly provided for in the Law.
2. The employer may, in the company's internal regulations, establish rules and limits for the use of information technologies.

SUBSECTION III
Protection of maternity and paternity

Article 1 2
(Protection of maternity and paternity)

1. The State guarantees protection to parents, guardians or host families in the exercise of their social function of maintenance, education and health care for their children, without prejudice to their professional achievement .
2. Working mothers, fathers or guardians are guaranteed special rights related to motherhood, paternity and the care of children during their childhood.
3. The exercise of the rights provided for in this subsection by pregnant, postpartum and breastfeeding workers depends on information about their status to the employer, who may request means of proof of this.
4. For the purposes of enjoying the rights in this subsection, the following are considered:

a) pregnant worker - any worker who informs the employer, in writing, of her pregnancy status;
b) postpartum worker - any worker who is giving birth and during the period of ninety days immediately following childbirth, provided that she informs the employer of her condition in writing;
c) worker - any worker who breastfeeds her child and informs the employer of her condition in writing.

Article 13
(Special rights of working women)

1. Workers are guaranteed the following rights during pregnancy and after childbirth:

a) not carry out, without reducing remuneration, work that is clinically inadvisable for your pregnancy;
b) not perform night, exceptional or extraordinary work, or be transferred from the usual place of work, from the third month of pregnancy, except at your request or if this is necessary for your health or that of the unborn child;
c) interrupt daily work to breastfeed the child, in two periods of half an hour, or in a single period of one hour, in the case of continuous working hours, in either case without loss of remuneration, up to a maximum of one year counted after the end of maternity leave;
d) not terminate the employment contract, with the exception of expiry and dismissal, during pregnancy, up to one year after the end of the leave .

2. Employers are prohibited from employing women in jobs that are harmful to their health or reproductive function.
3. Working women must be respected and any act against their dignity is punished by law.
4. Any worker who performs acts in the workplace that violate the dignity of a working woman is subject to disciplinary proceedings.
5. Employers are prohibited from dismissing, applying sanctions or in any way harming female workers due to discrimination or exclusion.

Article 14
(Maternity leave)

1. The worker is entitled, in addition to normal holidays, to maternity leave of ninety consecutive days, which may begin twenty days before the expected date of birth.
2. The ninety-day leave , referred to in the previous paragraph, also applies to cases of full-term or premature birth, regardless of whether it was a live or still birth.
3. Maternity leave is suspended if the mother or child is hospitalized .
4. Upon medical prescription, for the period of time necessary to prevent any type of clinical risk, pregnant workers have the right to leave, without prejudice to maternity leave.

Article 15
(Paternity leave)

1. The worker is entitled to seven-day paternity leave, starting on the day following the birth of the child.
2. The worker cannot access paternity leave within a period of one year and six months after the previous leave taken .

3. Paternity leave is granted for sixty days in cases of death or incapacity of the mother, when proven by a competent health entity.
4. Spouses who work for the same employer, even if in different establishments, may be granted the option of commuting maternity leave , in the interests of work.
5. The enjoyment of paternity leave is communicated, in writing, to the employer.

CHAPTER II
Sources of Labor Law

Article 16
(Sources of labor law)

1. The sources of labor law are the Constitution of the Republic, the normative acts issued by the Assembly of the Republic and the Government, the international treaties and conventions ratified by Mozambique and the collective labor regulation instruments.
2. Sources of labor law are also the internal regulations, the employment contract, the usages and labor customs of each profession, sector of activity or company, which are not contrary to the law and the principle of good faith, except if the subjects of the individual or collective work relationship agree that it is inapplicable.

Article 17
(Codes of conduct)

1. The provisions of paragraph 1 of the previous article do not prevent the subjects of the employment relationship from establishing codes of conduct.
2. Codes of conduct do not constitute a source of law.

Article 18
(Collective labor regulation instruments)

1. Collective labor regulation instruments are negotiable and non-negotiable.
2. The negotiated collective labor regulation instruments are the collective agreement, the membership agreement and the voluntary arbitration decision.
3. Collective agreements may take the form of:
   a) company agreement - when signed by an organization or trade union association and a single employer for a single company;
   b) collective agreement - when granted by an organization or trade union association and a plurality of employers for several companies;

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

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

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

6. The non-negotiable collective labor regulation instrument is the mandatory arbitration decision.

Article 1 9

(Hierarchy of sources of labor law)

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

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

3. Superior sources may be removed by employment contract, when this, without opposition from them, brings more favorable treatment to the worker.

4. In competition between collective labor regulation instruments, the company agreement prevails over the collective agreement and this over the collective contract, unless the collective agreement or collective contract provides for more favorable treatment of the worker.

5. A mandatory arbitration decision on a given matter precludes the application of any other collective labor regulation instrument on the same matter.

Article 20

(Principle of most favorable treatment)

1. The non-mandatory rules of this Law can only be set aside by means of a collective labor regulation instrument and by an employment contract, when it establishes more favorable conditions for the worker.

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

CHAPTER III
Individual employment relationship

SECTION I
General provisions

Article 21
(Notion of employment contract)

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

Article 22
(Presumption of legal employment relationship)

1. Employment relationship is the set of conduct, rights and duties established between the employer and the worker, related to the work activity or activity provided or that must be provided and, with the way in which this service must be carried out.
2. A legal employment relationship is presumed to exist whenever the worker is carrying out remunerated activity, with the knowledge and without opposition of the employer, or when the worker is in a situation of economic subordination to the latter.
3. For the purposes of the previous paragraph, economic subordination is considered to be the situation in which the activity provider depends on the income obtained from the beneficiary of the benefit for his or her subsistence.
4. The legal employment relationship referred to in paragraph 2 of this article is presumed to have been established for an indefinite period.

Article 2 3
(Contracts equivalent to employment contracts)

1. Contracts for the provision of services which, although carried out autonomously, place the provider in a situation of economic subordination to the employer, are considered to be equivalent to employment contracts.
2. Service provision contracts concluded to carry out activities corresponding to vacancies in the company's staff are null and void and converted into employment contracts.

Article 24
(I work on a free and paid basis)

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

2. Free work constitutes an activity or task that does not fill the normal working period, but is carried out within it.
3. Remuneration work is considered to be the provision of tasks or activities that are not part of the normal production or service process, nor do they fulfill the normal working period.

SECTION II
Subjects of the individual employment relationship

Article 25
(Types of employers)

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

a) Micro employer - employing up to ten workers;
b) Small employer - employing eleven to thirty workers;
c) Medium employer - employing thirty-one to one hundred workers; It is
d) Large employer - one that employs more than one hundred workers.

2. The number of workers referred to in the previous paragraph corresponds to the average of those existing in the current calendar year.
3. In the first year of activity, the number of workers is taken into account on the day the activity began.

Article 26
(Plurality of employers)

1. The worker may, by concluding a single contract, undertake to provide work to several employers, provided that there is a corporate, controlling or group relationship between them, or that they maintain a common organizational structure between them.
2. To apply the provisions of the previous paragraph, the following requirements must be cumulatively met:

a) the employment contract must consist of a written document, which indicates the activity to which the worker is obliged, the location and the normal period of work;
b) the identification of all employers;
c) identification of the employer who represents others in the fulfillment of duties and the exercise of rights arising from the employment contract.

3. Employers benefiting from the provision of work are jointly and severally responsible for fulfilling the obligations arising from the employment contract concluded under the terms of the previous paragraphs.
4. The worker has the prerogative to choose his preferred employer.
5. The worker in a situation where there are multiple employers is subject to the directive power of all employers.
6. The plurality of employers for foreign workers is permitted under the conditions defined by the Government.

Article 27
(Multi-employment)

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

Article 28
(Ability to work)

1. The ability to conclude employment contracts is governed by the general rules of law and the special rules contained in this Law.
2. In cases where a professional card is required, the employment contract is only valid upon presentation of the same.
3. The employment contract concluded in disobedience to the regime established by this article is null and void.

Article 29
(Admission to work)

The age for admission to work is eighteen years old.

SUBSECTION I
Disabled worker

Article 30
(Disabled worker)

1. The employer must promote the adoption of appropriate measures so that **workers** with disabilities or chronic illnesses enjoy the same rights and comply with the same duties as other workers with regard to access to employment, professional training and promotion, as well as working conditions appropriate to the exercise of socially useful activity, taking into account the specificities inherent to their reduced work capacity.
2. The State, in coordination with trade unions and employers' associations, as well as with organizations representing people with disabilities, encourages and supports, within the framework of employment promotion,

taking into account the means and resources available, actions aimed at provide professional retraining and integration into jobs suited to the residual capacity of workers with disabilities.
with disabilities may be established by law or instrument of collective labor regulation , namely those relating to promotion and access to employment and the conditions for providing an activity appropriate to their abilities, except if these measures imply disproportionate burden on the employer.

SUBSECTION II
Student worker

Article 3 1
(Student worker)

1. A student worker is someone who works under the authority and direction of the employer, and is authorized by the employer to attend, at an educational institution, a course to develop and perfect their skills, in particular technical-professional skills.
2. Maintaining the worker-student status is conditioned by obtaining positive academic achievement, in compliance with the rules and regulations in force at the educational establishment attended by the worker.
3. Student workers have the right to be absent from work during the period of taking tests and exams, without loss of remuneration, and must notify the employer at least seven days in advance, unless for reasons beyond their control. are attributable, it is not possible to communicate within this period.
4. The worker, even if he is not a student worker, has the right to attend educational institutions as well as professional training courses to raise his academic level or professional qualification, with the knowledge of the employer, as long as it does not interfere with the normal course of work. activity.

SUBSECTION III
Emigrant worker

Article 32
(Emigrant worker)

1. Within the scope of the right to free movement of people and their settlement in foreign territory, the emigrant worker has the right to protection from the competent national authorities.
2. Emigrant workers have the same rights, opportunities and duties as other workers in the foreign country where they work, within the framework of government agreements concluded on the basis of independence, mutual

respect, reciprocity of interests and harmonious relations between the respective peoples.
3. The State is responsible for defining, within the scope of its external relations with other countries, the legal regime for migratory work.
4. The State and public or private institutions are responsible for creating and maintaining in operation appropriate services responsible for providing emigrant workers with information about their rights and obligations abroad, travel facilities, as well as rights and guarantees upon return to home. your country.

SUBSECTION IV
Foreign worker

Article 3 3
(Foreign worker)

1. The employer must create conditions for the integration of qualified Mozambican workers in more technically complex jobs and in company management and administration positions.
2. The foreign worker, who carries out a professional activity in Mozambican territory, has the right to equal treatment and opportunities in relation to national workers, within the framework of the norms and principles of international law and in compliance with the reciprocity clauses agreed between the Republic of Mozambique and any other country.
3. Without prejudice to the provisions of the previous paragraph, the Mozambican State may reserve exclusively for national citizens certain functions or activities that fall within the restrictions on their exercise by foreign citizens, namely due to public interest.
4. The national or foreign employer may have at his service, even if he performs non-subordinate work, a foreign worker with the authorization of the Minister who oversees the area of Labor or the entities to whom he delegates, except in the cases of communication provided for in no. 5 and 6 of this article.
5. Depending on the type of employer classification provided for in this Law, the employer may have a foreign worker at his/her service, upon communication to the Minister who oversees the area of work or the entities to whom he/she delegates, in accordance with the following quotas:

a) five percent of all workers, in large employers;
b) eight percent of all workers, in medium employers;
c) ten percent of all workers, in small employers ;
d) fifteen percent of all workers, in micro employers.

6. In investment projects approved by the Government, in which foreign workers are expected to be hired in a percentage lower or higher than that

foreseen in the previous paragraph, a work authorization is not required, for this purpose it is sufficient to communicate it to the Minister who oversees the Desktop.
7. The hiring of foreign citizens for work in non-governmental organizations, scientific research work, teaching, medicine, nursing, civil aviation piloting and in other areas of specialized technical assistance, or **the** provision of foreign workers, is decided by order of the Minister who oversees the area of work, after consulting the entity that oversees the sector in question.
8. The transfer of foreign workers may be based on a quota system, as long as the user company has a quota available.
9. The hiring of foreign labor is regulated by specific legislation.

Article 34

(Restrictions on hiring foreign workers)

1. Without prejudice to the legal provisions that grant authorization for entry and stay to foreign citizens, it is prohibited to hire them when they have entered the country for reasons clearly other than work .
2. Exempted from the rule set out in paragraph 1 of this article are bilateral agreements concluded between the Mozambican State and any other State that maintains diplomatic and consular relations with it to, under a regime of reciprocity and proportionality, employ the spouses or children of agents diplomatic missions in each country, even if they entered the country on a visa other than their work visa.
3. The foreign worker, with temporary residence, must not remain in national territory after the term of the employment contract under which he entered Mozambique ends.
4. The regime contained in this subsection applies to the work of a stateless person in Mozambican territory.

Article 3 5

(Conditions for hiring a foreign worker)

1. The foreign worker must have the necessary academic or professional qualifications and their admission can only take place if there are no nationals who have such qualifications or their number is insufficient.
2. The hiring of a foreign worker, in cases where it requires authorization from the Minister who oversees the area of work, is done upon request from the employer, indicating its name, headquarters and field of activity, the identification of the foreign worker to be hired , the tasks to be performed,

the expected remuneration, the duly proven professional qualification and the duration of the contract, which must be in written form and comply with the formalities set out in specific legislation.
3.The mechanisms and procedures for hiring citizens of foreign nationality are regulated in specific legislation.

SECTION III
Formation of the employment contract

Article 36
(Employment contract promise)

1. The parties may enter into a promising employment contract that expresses the will to enter into a definitive employment contract, its type and remuneration.
two . The promissory contract must:
   a) be reduced to written form;
   b) contain identification, signatures and domicile or headquarters of the parties;
   c) have as its essence the declaration, in unequivocal terms, of the promisor's intention to be obliged to enter into the employment contract;
   d) indicate the activity to be provided and the corresponding remuneration.
3. Failure to fulfill the promise of work gives rise to civil liability under the general terms of law.
4. The promise contract regime provided for in the Civil Code does not apply to the promise of work.
5. When concluding the promised employment contract and the definitive employment contract, the parties have the right to freely establish the contractual content, proceeding in accordance with the rules of good faith.

Article 37
(Membership employment contract)

1. The employer may express his contractual will through the internal labor regulations or code of conduct and, on the part of the employee, through his express or tacit adherence to said regulations.
2. It is assumed that the employee adheres to the internal labor regulations when he/she signs a written employment contract, which specifies the existence of internal labor regulations in the company.

3. The presumption is removed when the worker expresses his opinion, in writing, against the regulation, within thirty days, counting from the beginning of the execution of the employment contract or the date of publication of the regulation, if this is later.

Article 38
(Form of employment contract)

1. The individual employment contract is subject to written form and must be dated and signed by both parties and contain the following clauses:
   a) identification of the employer and worker;
   b) professional category, agreed tasks or activities;
   c) workplace;
   d) duration of the contract and conditions for its renewal;
   e) amount, form and frequency of payment of remuneration;
   f) start date of execution of the employment contract;
   g) indication of the stipulated period and its justifying reason, in the case of a fixed-term contract;
   h) date of conclusion of the contract and, if it is a fixed term, the date of its termination.
2. For the purposes of paragraph g) of the previous paragraph, the indication of the justifying reason for imposing the deadline must be done by expressly mentioning the facts that comprise it, establishing the relationship between the justification invoked and the stipulated term.
3. The fixed-term employment contract is not subject to written form, when its object is execution tasks lasting no more than ninety days.
4. They are subject to written form, namely:
   a) employment contract;
   b) fixed-term employment contract lasting more than ninety days;
   c) employment contract with a plurality of employers;
   d) employment contract with foreigners, unless otherwise provided by law;
   e) part-time employment contract;
   f) occasional worker assignment contract;
   g) employment contract on a service commission;
   h) work contract at home;
   i) contract employment contract;
   j) temporary employment contract;
   k) usage contract;
   l) learning contract;
   m) intermittent employment contract;
   n) teleworking.

5. In the absence of an express indication of the start date of its execution, the employment contract is considered to be in force from the date of its conclusion.
6. The lack of a written form of the employment contract does not affect its validity or the rights acquired by the employee and is presumed to be attributable to the employer, who is automatically subject to all its legal consequences.
7 . In the absence of an indication of the term or justifying reason, in the case of a fixed-term contract, the contract becomes a contract for an indefinite period.
8. Failure to indicate the requirements established in subparagraphs a), b), c) and e) of paragraph 1 of this article constitutes a contravention and if it is not met within three months after the conclusion of the contract, it gives rise to the sanctions provided for in present Law.

Article 39
(Accessory clauses)

1. Suspensive and resolutive conditions or terms may be attached to the employment contract, in writing, in accordance with the general terms of law .
2. The accessory clauses referring to the resolutive term determine the certain or uncertain term of the duration of the employment contract.

Article 40
(Execution of a fixed-term contract)

1. A fixed-term employment contract may only be concluded to carry out temporary tasks and for the period necessary for that purpose.
2. Temporary needs include, among others:
   a) the replacement of a worker who, for any reason, is temporarily unable to perform his or her activity;
   b) the execution of tasks aimed at responding to exceptional or abnormal increases in production;
   c) carrying out seasonal activity;
   d) the execution of activities that do not aim to satisfy the employer's permanent needs;
   e) the execution of a work, project or other specific and temporary activity, including the execution, direction and supervision of civil construction work, public works and industrial repairs, on a contract basis;
   f) the provision of services in complementary activities to those provided for in the previous paragraph, namely subcontracting and outsourcing of services;

g) the execution of non-permanent activities.

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

SECTION IV
Duration of the employment relationship

Article 41
(Duration of employment contract)

1. The employment contract may be concluded for an indefinite period or for a fixed or uncertain period.
2. An employment contract that does not indicate its duration is presumed to be concluded for an indefinite period, and the employer may rebut this presumption by proving the temporality or transience of the tasks or activities that constitute the object of the employment contract.

Article 4 2
(Limits of the fixed-term contract)

1. The fixed-term employment contract is concluded for a period not exceeding two years, and may be renewed twice, by agreement of the parties, without prejudice to the regime for micro, small and medium-sized employers.
2. A fixed-term employment contract in which the maximum duration periods or the number of renewals provided for in the previous paragraph are exceeded is considered concluded for an indefinite period, with the parties being able to opt for the regime set out in paragraph 4 of this article. .
3. Micro, small and medium-sized employers may freely enter into fixed-term contracts for the first eight years of their activity.
4. The conclusion of fixed-term contracts outside the cases specifically provided for in article 39 of this Law or in violation of the limits set out in this article converts them to an indefinite period contract.
5. If one of the parties does not intend to renew the fixed-term employment contract, they must give prior notice of:

a) fifteen days, if the contract is equal to or longer than three months and not longer than one year;
b) thirty days, in cases where the duration of the contract is longer than one year.

6. Failure to comply with the prior notice referred to in the previous paragraph gives rise to the violating party's obligation to pay compensation

corresponding to the remuneration that the worker would receive during the prior notice period.
7. In cases where a non-renewal clause is established in the employment contract, if the worker continues to carry out the activity after the end of the contract, the contract becomes a contract for an indefinite period.

Article 4 3

(Renewal of fixed-term contract)

1. The fixed-term employment contract is renewed, at the end of the established period, for the period that the parties have expressly established therein.
2. In the absence of the express declaration referred to in the previous paragraph, the fixed-term employment contract will be renewed for a period equal to the initial period, unless otherwise contractually stipulated.
3. A fixed-term employment contract whose initially agreed period is renewed in accordance with paragraph 1 of this article is considered as unique.

Article 4 4

(Uncertain term contract)

The conclusion of an employment contract for an uncertain term is only permitted in cases where it is not possible to predict with certainty the period in which the reason justifying it ends, namely in the situations provided for in paragraph 2 of article 40 of this Law.

Article 45

(Expiry of the contract for an uncertain term)

1. The production of effects of the expiry referred to in the following paragraph depends on the expiry of the period to which it is subject, and, in any case, the occurrence of the event to which the parties have attributed extinctive effect must occur.
2. If the worker hired for an uncertain term remains at the employer's service after the date on which the effects of expiry take place or, in the absence thereof, seven days after the return of the replaced worker, or in the case of termination of the employment contract upon completion of the activity, service, work, contract or project for which he was hired, he is considered to be hired for an indefinite period.
3. The expiration of the employment contract for an uncertain term, unless otherwise stipulated, must be communicated to the employee with prior notice subject to the following deadlines:

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

b) thirty days, if the working time exceeds three years and does not exceed six years.

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

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

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

7. The termination or dismissal of a worker who has signed an employment contract for an uncertain term, without just cause, entitles him to compensation corresponding to 45 days for each year of service, or compensation in proportion to the time spent if their seniority does not reach one year of service.

SECTION V
Probation period

Article 46
(Notion)

1. The probationary period corresponds to the initial execution time of the contract, the duration of which is as stipulated in the following article.

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

Article 47
(Length of probationary period)

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

a) three months for mid-level technicians;

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

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

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

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

c) fifteen days in fixed-term contracts lasting up to six months;

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

Article 48

(Reduction or exclusion of the probationary period)

1. The duration of the probationary period may be reduced by collective labor regulation instrument or by individual employment contract.
2. In the absence of a written stipulation of the probationary period, it is presumed that the parties intended to exclude it from the employment contract.
3. With the reduction of the probationary period, it is not permitted to establish a new term either to complete it, the reduced or to extend the established.

Article 49

(Probationary period count)

1. The probationary period starts from the beginning of the employment contract.
2. During the probationary period, days of absence, even if justified, of leave or dismissal, as well as those of contractual suspension, are not considered for the purposes of evaluating the worker, without prejudice to the right to remuneration, seniority and vacation of the worker.

Article 50

(Termination of the contract during the probationary period)

1. During the probationary period, unless otherwise stipulated, either party may terminate the contract without needing to invoke just cause and without the right to compensation.
2. For the purposes of the provisions of the previous paragraph, any of the contracting parties is obliged to give prior written notice to the counterparty, at least seven days in advance.
3 . For contracts whose duration of the probationary period **is** 15 days, prior notice should be 3 days.

SECTION VI
Invalidity of the employment contract

Article 51
(Invalidity of employment contract)

1. Clauses in the individual employment contract, collective labor regulation instrument or other sources of labor law that contradict the mandatory provisions of this Law or other legislation in force in the country are null and void.
2. The nullity of the contractual clause of the employment contract does not determine the invalidity of the entire contract, unless it is shown that it would not have been concluded without the defective part.
3. Void clauses are covered by the regime established in the applicable precepts of this Law and other legislation in force in the country.

Article 5 2
(Regime for invoking invalidity)

1. The deadline for invoking the invalidity of the employment contract is six months, counting from the date of its conclusion, except when the object of the contract is illicit, in which case the invalidity can be invoked at any time.
2. An employment contract declared null or annulled produces all the effects of a valid contract, if it is executed and for as long as it is in execution.

Article 5 3
(Confirmation of the employment contract)

1. An invalid employment contract is considered invalidated from the beginning, if, during its execution, the reason for invalidity ceases.
2. The provisions of the previous paragraph do not apply to contracts with an object or purpose contrary to the law, public order or offensive to good customs, in which case it will only take effect when the respective cause of invalidity ceases.

SECTION VII
Rights and duties of the parties

SUBSECTION I
Rights of the parties

Article 54
(Worker rights)

1. Workers are guaranteed equal rights at work, regardless of their ethnic origin, language, race, sex, gender, sexual orientation, marital status, age, within the limits set by law, social status, religious or political ideas or affiliation union.
2. Measures of positive discrimination aimed at certain vulnerable groups with a view to correcting or preventing situations of inequality are admissible .
3. The worker is granted rights that cannot be the subject of any transaction, waiver or limitation, without prejudice to the regime for modifying contracts due to changes in circumstances.
4. The State is responsible for ensuring the effectiveness of preventive and coercive means that prevent and civilly and criminally penalize any violation of worker rights.
5. The worker is, in particular, recognized as having the right to:

a) have secured a job based on their capabilities, technical-professional preparation, workplace needs and possibilities for national economic development;
b) ensure the stability of the job by performing their duties, in accordance with the employment contract, the collective labor regulation instrument and the legislation in force;
c) be treated with correctness and respect, with acts that undermine their honor, good name, public image, private life and dignity being punished by law;
d) be paid punctually under the terms set out in the contract, depending on the quantity and quality of the work provided;
e) be able to compete for access to higher categories, depending on your qualifications, experience, results obtained at work, evaluations and needs of the workplace;
f) have daily and weekly rest and paid annual leave guaranteed;
g) benefit from appropriate protection, safety and hygiene measures at work capable of ensuring their physical, moral and mental integrity;
h) benefit from medical and medication assistance and compensation in the event of an accident at work or occupational illness;
i) contact the General Labor Inspectorate or labor jurisdiction bodies, whenever your rights are harmed or you report illegal acts;
j) freely associate in professional organizations or unions, as provided for in the Constitution of the Republic;
k) benefit from adequate conditions of assistance in case of incapacity and in old age, in accordance with the law;

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

6. The clauses of the employment contract and collective labor regulation instruments that seek to waive the rights referred to above are null and void.

Article 55
(Worker's seniority)

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

2. Account for employee seniority purposes:

a) the probationary period, without prejudice to the provisions of paragraph 2 of article 49, of this Law;
b) the period of apprenticeship when the apprentice is admitted to the employer's service;
c) periods of fixed-term employment contracts, when provided in the service of the same employer, even if interpolated;
d) mandatory military service;
e) the service commission;
f) paid leave ;
g) Vacations;
h) justified absences;
i) preventive suspension in the event of disciplinary proceedings, as long as the final decision is favorable to the worker;
j) preventive detention if the process ends with the worker not being charged or acquitted;
k) the period of occasional assignment of the worker.

Article 56
(Prescription of rights arising from the employment contract)

1. The right resulting from the employment contract and its violation or termination expires within a period of 6 months, counting from the date of termination of the employment contract, unless otherwise provided by law.

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

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

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

a) when the worker has presented, in writing, a complaint and/or hierarchical appeal to the company's competent entity;
b) when the worker or employer has presented, in writing, a petition, complaint or appeal to the labor administration body.

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

SUBSECTION II
Duties of the parties

Article 57
(Principle of mutual collaboration)

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

Article 58
(Worker's duties)

The worker has, in particular, the following duties:

a) attend work punctually and assiduously;
b) perform the work with zeal and diligence;
c) respect and treat the employer, superiors, co-workers and other people who are or come into contact with the company correctly and loyally;
d) obey orders and instructions from the employer, its representatives or hierarchical superiors and comply with other obligations arising from the employment contract, when legal and which are not contrary to their rights and guarantees;
e) correctly use and maintain in good condition the goods and work equipment entrusted to you by the employer;
f) maintain professional secrecy, not disclosing, under any circumstances, information regarding production or business methods;
g) not use for personal or non-service purposes, without the due authorization of the employer or his representative, the company's locations, equipment, goods, services and means of work;
h) be loyal to the employer, not negotiating on your own or on behalf of others, in dishonest competition;

i) collaborate to improve the safety, hygiene and health system at work;
j) protect assets against any damage, destruction or loss;
k) contribute to promoting increased production and productivity of the company;
l) collaborate in maintaining a good work environment;
m) Report any act harmful to the company's activity, the safety of people and goods and the work environment.

Article 59

(Duties of the employer)

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

a) respect rights and guarantees by fully complying with all obligations arising from the employment contract and the rules that govern it;
b) observe hygiene and safety standards at work; as well as preventing work accidents and occupational illnesses and investigating the causes when they occur;
c) treat with correctness and urbanity;
d) provide good physical and moral conditions;
e) pay a fair remuneration depending on the quantity and quality of the work provided;
f) assign a professional category corresponding to the functions or activities performed;
g) maintain the assigned professional category;
h) guarantee the place and working hours stipulated in the individual employment contract or collective regulation instruments;
i) allow the exercise of union activity and not prejudice it by the exercise of union positions;
j) not oblige the worker to acquire goods or use services provided by the employer or a person designated by him;
k) promote good health and nutrition practices in the workplace.

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

SUBSECTION III

Employer powers

Article 60

(Powers of the employer)

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

Article 61

(Regulatory power)

1. The employer may draw up internal labor regulations containing standards for the organization and discipline of work, social support schemes for workers, the use of company facilities and equipment, as well as those relating to cultural, sporting and recreational activities, being, however, mandatory for medium and large employers.
2. The entry into force of internal labor regulations, which have as their object the organization and discipline of work, must be preceded by consultation with the company's trade union committee or, in the absence thereof, with the competent trade union body and are subject to communication to the competent labor administration body.
3. The entry into force of internal working regulations that establish new working conditions is considered as a proposal for adhesion in relation to workers admitted on a date prior to their publication.
4. Internal work regulations must be published in the workplace, so that workers can have adequate knowledge of their content.

Article 6 2

(Disciplinary power)

1. The employer has disciplinary power over the employee working for him, and may apply the disciplinary sanctions provided for in the following article.
2. Disciplinary power may be exercised directly by the employer or by the employee's superior, under the terms established by that employer.

Article 63

(Disciplinary sanctions)

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

a) verbal admonition;
b) registered reprimand;
c) suspension from work with loss of pay up to a limit of ten days for each infraction and thirty days, in each calendar year;
d) fine of up to twenty days' salary;

e) demotion to the next lower professional category, for a period not exceeding one year;
f) dismissal.

2. It is not permitted to apply any other disciplinary sanctions, nor to increase those provided for in the previous paragraph, in the collective regulation instrument, internal regulations or employment contract.
3. In addition to the purpose of repressing the worker's conduct, the application of disciplinary sanctions aims to dissuade the commission of further infractions within the company, and to educate the target and other workers to voluntarily fulfill their duties.
4. The application of the dismissal sanction does not imply the loss of the rights arising from the worker's registration in the social security system if, at the date of termination of the employment relationship, he meets the requirements to receive the benefits corresponding to any of the branches of the system.

Article 64
(Graduation of disciplinary sanctions)

1. The application of disciplinary sanctions, provided for in subparagraphs c) to f) of paragraph 1 of the previous article, must be justified, and the decision may be challenged within a period of six months.
2. The disciplinary sanction must be proportional to the seriousness of the infraction committed and take into account the degree of culpability of the offender, the professional conduct of the worker and, in particular, the circumstances in which the facts occurred.
3. No more than one disciplinary sanction may be applied for the same disciplinary infraction.
4. The application of a sanction accompanied by the duty to repair losses caused by the employee's willful or negligent conduct is not considered to be more than a disciplinary sanction.
5. A disciplinary infraction is considered particularly serious whenever its practice is repeated, intentional, compromises the fulfillment of the activity assigned to the worker, and causes harm to the employer or the national economy or in any other way, jeopardizes the subsistence of the legal employment relationship.

Article 65
(Disciplinary procedure)

1. The application of any disciplinary sanction, except those provided for in subparagraphs a) and b) of paragraph 1 of article 63, must be preceded by the prior initiation of disciplinary proceedings, which contains notification to the employee of the facts of which he is accused, the possible response from

the worker and the opinion of the trade union body, both to be produced within the deadlines set out in subparagraphs b) and c) of paragraph 1 of article 69 of this Law.
2. A disciplinary offense expires within a period of six months, counting from the date of its occurrence, except if the facts also constitute a crime, in which case the statute of limitations of criminal law applies.
3. No disciplinary sanction may be applied without prior hearing of the worker.
4. Without prejudice to recourse to judicial or extrajudicial means, the worker may complain to the entity that took the decision or appeal to the latter's hierarchical superior, suspending the deadline, in accordance with paragraph a) of paragraph 4 of the article 56 of this Law.
5. The execution of the disciplinary sanction must take place within ninety days following the decision made in the disciplinary process, except for the sanction of dismissal, which is enforced immediately after communication of the decision.
6 **.** The counting of the limitation period referred to in this article is suspended during the period of maternity or paternity leave or during the period in which the worker is deprived of his freedom, or due to illness that makes it impossible for him to attend the workplace.

Article 66
(Disciplinary infractions)

1. Any culpable behavior by an employee that violates his or her professional duties is considered a disciplinary infraction, namely:

a) failure to comply with working hours or assigned tasks;
b) failure to show up for work, without valid justification;
c) absence from the post or workplace during the work period, without due authorization;
d) disobeying legal orders or instructions arising from the employment contract and the rules that govern it;
e) the lack of respect for hierarchical superiors, co-workers and third parties or from the hierarchical superior to his subordinate, in the workplace or in the performance of his duties;
f) injury, bodily harm, mistreatment or threat to others in the workplace or in the performance of their duties;
g) the culpable drop in labor productivity;
h) abuse of functions or invocation of the position to obtain illicit advantages;
i) breach of professional secrecy or production or service secrets;

j) the diversion, for personal or non-service purposes, of equipment, goods, services and other means of work or the improper use of the workplace;
k) the culpable damage, destruction or deterioration of workplace property;
l) the lack of austerity, the waste or waste of material and financial resources in the workplace;
m) drunkenness or drug addiction and the consumption or possession of narcotics or psychotropic substances at work or in the performance of one's duties;
n) theft, robbery, abuse of trust, fraud and other fraud committed in the workplace or during the performance of work;
o) the abandonment of the place.

2. Harassment, including sexual harassment, carried out in the workplace or outside it, which interferes with the job stability or professional progression of the offended worker, constitutes a disciplinary infraction.
3. When the conduct referred to in the previous paragraph is practiced by the employer or his agent, it gives the offended worker the right to be compensated twenty times the minimum wage in the sector of activity, without prejudice to judicial proceedings, in accordance with applicable law.
4. The practice of harassment in the world of work and any discriminatory act, harmful to a worker or job candidate or intern, gives him the right to compensation for material and non-material damage, under the general terms of law.

5. Disobedience by an employee to an illegal order or one that goes against their legal or conventional rights and guarantees does not constitute a disciplinary infraction and is therefore not subject to the initiation of disciplinary proceedings or the application of a disciplinary sanction.

Article 67
(Harassment)

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

2. Discrimination and harassment constitutes any act carried out at the time of access to employment or in the employment itself, work or professional training, with the aim or effect of disturbing or embarrassing the person, affecting their dignity, or creating an environment for them. intimidating, hostile, degrading, humiliating or destabilizing.

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

4. It constitutes a very serious offense when harassment is carried out by the employer, superior or agent and entitles the worker to compensation of twenty times the minimum wage in the sector of activity, without prejudice to legal proceedings.

SUBSECTION IV
Disciplinary process

Article 68
(Dismissal for disciplinary infraction)

1. The culpable behavior of the employee which, due to its gravity and consequences, makes the continuation of the employment relationship immediately and practically impossible, gives the employer the right to terminate the employment contract through dismissal.
2. The application of the disciplinary sanction, in accordance with article 6 3, paragraph 1 of subparagraph c) to f) of this Law, is necessarily preceded by the initiation of disciplinary proceedings.

Article 69
(Stages of the disciplinary process)

1. The disciplinary process includes the following phases:
   a) accusation phase - after the date of knowledge of the infraction, with the exception of cases of maternity and paternity leave, in which the period begins after the end of the leave, the employer has thirty days, without prejudice to the limitation period for the infraction, to send to the worker and to the trade union committee existing in the company or, in the absence of this, to the trade union or competent higher trade union body, a note of guilt, in writing, containing a detailed description of the facts and circumstances of time, place and manner of committing the infraction that is attributed to the worker;
   b) defense phase - after receiving the notice of guilt, the worker can respond, in writing, and, if he wishes, attach documents or request a hearing or evidentiary measures, within a period of fifteen days, once the evidentiary diligence takes place, this must be carried out within 5 consecutive days, after which the process is sent to the trade union committee or, failing that, to the trade union or the competent trade union body to issue an opinion, within a period of five working days;

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

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

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

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

Article 70
(**Start of disciplinary process**)

1. For all legal purposes, the disciplinary process is considered to have started from the date of delivery of the notice of guilt to the worker.

2. Upon notifying the employee of the guilt report, the employer may preventively suspend the employee without loss of remuneration, whenever their presence in the company may jeopardize the normal course of the disciplinary process

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

Article 71
(Causes for invalidity of the disciplinary process)

1. The disciplinary process is invalid whenever:

a) any legal formality is not observed, namely failure to meet the requirements of the notice of guilt or notification thereof to the employee, failure to hear the employee, if requested, failure to publish a notice in the company, if applicable, or failure to send the files to the union body, as well as the lack of justification for the final decision in the disciplinary process;

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

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

2. Without prejudice to what is established in paragraph 4 of this article, **the** causes of invalidity of the disciplinary process, provided for in this article, with the exception of expiry, prescription of the infraction of the disciplinary procedure, violation of the deadline for communicating the decision, may be remedied up to the closure of the disciplinary process or up to ten days after becoming aware of it.

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

4. The prescription of the infraction and the disciplinary procedure, the expiry, the violation of the deadline for communicating the decision and the impossibility of defending the accused worker due to not having been informed of the guilt note, constitute an indispensable nullity in disciplinary proceedings. via personal notification or notice, whenever applicable.

Article 7 2
(Abuse of disciplinary power)

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

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

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

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

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

Article 73
(Effects of abuse of disciplinary power)

1. The application of a disciplinary sanction with abuse of disciplinary power under the terms of the previous article is unlawful and the employer is sanctioned for:

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

b) payment of compensation corresponding to 5 (five) times the value of the salary that the worker no longer earned in cases of fine and demotion.

2. In the case of the disciplinary sanction of dismissal, the employee is reinstated or compensation is paid in accordance with paragraphs 2 and 3 of article 138.

Article 7 4

(Illegal dismissal)

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

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

b) is promoted without observing legal formalities;

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

Article 7 5

(Dismissal challenge)

1. The declaration of the unlawfulness of the dismissal may be made by the labor court or by a labor arbitration body, in an action proposed by the employee.

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

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

4. While the dismissal is pending or as a preliminary act to challenge the dismissal, a precautionary measure may be requested to suspend the dismissal, within a period of thirty days from the date of termination of the contract.

5. At the express option of the worker or when objective circumstances make his reinstatement impossible, the employer must pay compensation to the worker calculated in accordance with paragraph 2 of article 138 of this Law.

SECTION VIII

Modification of the employment contract

Article 76

(General principle)

1. Legal employment relationships may be modified by agreement of the parties or by unilateral decision of the employer, in the cases and limits provided for by law.
2. Whenever the modification of the contract results from a unilateral decision by the employer, prior consultation with the company's trade union body and its communication to the competent labor administration body are mandatory.

Article 77

(Fundamentals of modification)

1. Modification of employment relationships may be based on:
   a) professional requalification of the worker resulting from the introduction of new technologies, new working methods or the need to re-employ the worker, for the purpose of making use of their residual capabilities, in the event of an accident at work or occupational illness;
   b) administrative or productive reorganization of the company;
   c) change in the circumstances on which the decision to hire was based;
   d) geographic mobility of the company;
   e) worker requalification due to completion of academic or professional training ;
   f) case of force majeure.
2. Whenever the employee does not agree with the grounds for modifying the contract, the employer has the burden of proving its existence, before the labor administration body, judicial or arbitration body.

Article 78

(Change of the subject of the employment contract)

1. The worker must perform the activity defined in the object of the contract and not be placed in a lower professional category than that for which he was hired or promoted, unless the grounds set out in this Law or by agreement of the parties are met.
2. Without prejudice to the provisions of the previous number and unless otherwise agreed individually or collectively, the employer may, in case of

force majeure or unpredictable production needs, assign to the worker, for the necessary time, not exceeding six months, tasks not included in the object of the contract, as long as this change does not imply a reduction in the employee's remuneration or hierarchical position.

Article 79

(Change of working conditions)

1. It is permissible to modify working conditions, by agreement of the parties, based on changes in circumstances, the need to maintain the employment relationship, improvement of the employer 's situation , adequate organization of its resources or competitiveness in the market.
2. In no case is it permitted to modify working conditions, based on changes in circumstances, if this change implies a reduction in the worker's remuneration or hierarchical position.

Article 80

(Employer geographic mobility)

1. Geographic mobility of the whole, part or sector of the employer is permitted.
2. Total or partial change of employer or establishment may imply the transfer of workers to another workplace.

Article 81

(Worker transfer)

1. The employer may temporarily transfer the employee to another workplace, when exceptional circumstances linked to the administrative or production organization of the company occur, and must communicate the fact to the competent labor administration body.
2. The permanent transfer of a worker is only permitted, unless otherwise contractually stipulated, in cases of total or partial change of the company or establishment where the worker to be transferred provides services.
3. The definitive transfer of the worker to another place of work, outside of his/her usual home, requires agreement, if mobility results in serious harm that implies the separation of the worker from his/her family.
4. In the absence of the agreement referred to in the previous paragraph, the worker may unilaterally terminate the employment contract with the right to compensation, provided for in article 138 of this Law.
5. The employer covers all expenses incurred by the employee, as long as they are directly imposed by the transfer, including those arising from the change of residence of the employee and his/her family.
6. The employer pays the employee's expenses related to his/her return to his/her place of origin, regardless of the cause of termination of the contract.

7. The temporary transfer of the worker, referred to in paragraph 1 of this article, cannot exceed six months, unless imperative operational requirements of the company justify it, and in any case cannot exceed one year.
8. A worker is not considered a transfer if the worker travels within the same geographic space and does not exceed 30 km, as well as in cases of mere travel on a service mission.
9. The transfer of the worker, whether temporary or permanent, must be contained in a written document, in a substantiated manner, and at least thirty days in advance.

Article 82

(Transmission of the company or establishment)

1. With the change of ownership of a company or establishment, the employee may move to the new employer.
2. The change of company owner may result in the termination of the contract or employment relationship, if there is just cause, whenever:

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

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

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

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

3. If a company or establishment is transferred from one employer to another, the rights and obligations, including the worker's seniority, arising from the existing employment contract and collective labor regulation instrument pass to the new employer.
4. The new owner of the company or establishment is jointly and severally responsible for the obligations of the transferor due in the last year of activity of the production unit prior to the transfer, even if they relate to workers whose contracts have already ended on the date of said transfer, in accordance with the law.
5. The regime for the transfer of a company or establishment is applicable, with the necessary adaptations to situations of transfer of part of the company or establishment, division and merger of companies, transfer of operations or lease of an establishment.
6. For the purposes of this Law, a company, establishment or part thereof is considered to be any production unit capable of carrying out an economic activity.

Article 83
(Procedure)

1. The transferor and the acquirer must, in advance, inform and consult the trade union bodies of each of the companies or, in their absence, the workers' committee or the representative trade union association, of the date and reasons for the transfer and the projected consequences of the transfer .
2. The duty to inform falls on the acquirer and the transferor, who may have a notice posted in the workplace informing workers of their ability, within sixty days, to claim their credits, under penalty of forfeiture of the right to claim them. demand.
3. In the event of termination of the employment contract based on proven serious damage resulting from the change of ownership of the company or establishment, the employee has the right to compensation provided for in article 145 of this Law.

Article 84
(Occasional assignment of worker)

1. A contract for the occasional transfer of a worker is understood to be one through which the worker from the transferor's own staff is made available, eventually and temporarily, to the transferee, with the worker becoming legally subordinate to the latter, but maintaining its contractual relationship with the transferor.
2. The occasional transfer of workers is only permitted if it is regulated in a collective labor regulation instrument, in accordance with specific legislation or the following numbers.
3. The provision of activity on an occasional employee basis depends on the cumulative verification of the following assumptions:

a) existence of an employment contract between the assigning employer and the assigned worker;
b) have the concession in order to deal with increased work or worker mobility;
c) written consent of the assigned worker;
d) the assignment does not exceed three years and, in the case of a fixed-term contract, does not go beyond its duration.

4. The worker is transferred occasionally, through the signing of an agreement between the transferor and transferee, which contains the worker's agreement, with the worker returning to the transferor's company as soon as the aforementioned agreement or the transferee's activity ceases.
5. If the requirements set out in paragraph 3 of this article are not observed, the employee has the right to opt for integration into the transferee company

or for compensation calculated in accordance with paragraph 2. [3] of article 145 of this Law, to be paid jointly by the assignee and the assignor.

Article 85

(Private employment agency)

1. A private employment agency is considered to be any individual or collective employer, governed by private law, whose services consist of employing workers with the aim of placing them at the disposal of a third person, natural or legal, called the user employer, who determines its tasks and supervises their execution.

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

Article 86

(Temporary employment contract)

1. A temporary employment contract means the agreement concluded between a private employment agency and a worker, by which the latter undertakes, for remuneration, to temporarily provide his activity to the user.

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

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

4. The foreign worker is part of the nominal relationship of the private employment agency for the duration of the use contract for which he was assigned.

5. The conclusion of temporary employment contracts is only permitted in the situations provided for in article 88 of this Law.

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

Article 8 7

(Employment intermediation)

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

Article 88
(User agreement)

1. A contract of use is the service provision contract, for a fixed term, concluded between the employer of temporary work and the user entity, by which the latter undertakes, in exchange for remuneration, to make available to the user, one or more more workers temporarily.
2. The user contract is subject to written form and must contain, among other mandatory clauses, the following:
   a) the reasons for resorting to temporary work;
   b) the registration number in the social security system of the user and the employer of the temporary work, as well as, in this regard, the number and date of the license to carry out the activity;
   c) the description of the job to be filled and, where applicable, the appropriate professional qualification;
   d) the location and normal period of work;
   e) the remuneration owed by the user to the temporary work employer;
   f) the beginning and duration of the contract;
   g) the date of conclusion of the contract.
3. The contract for the transfer of workers abroad must safeguard the principle of equal treatment of emigrant workers, namely regarding remuneration, medical and medication assistance, duration of work, rest periods, vacations and compensation for work accidents. work and occupational diseases.
4. In the absence of a written form or indication of the reasons for resorting to temporary work, the contract is considered null and the employment relationship between user and worker is provided under a contract for an indefinite period.
5. In replacement of the provisions of the previous paragraph, the worker may opt, within thirty days after beginning to provide the activity to the user, for compensation, to be paid by the user, in accordance with article 138 of this Law.
6. The conclusion of a usage contract with the employer of unlicensed temporary work makes the employer and the user jointly responsible for the rights of the worker, arising from the employment contract and its violation or termination.

Article 89

(Justification of the usage contract)

1. The following are considered, in particular, temporary user needs:
   a) direct or indirect replacement of workers who are absent or who, for any reason, are temporarily unable to provide services;
   b) direct or indirect replacement of the employee for whom an action to assess the lawfulness of the dismissal is pending in court;
   c) direct or indirect replacement of workers on unpaid leave;
   d) replacement of a full-time worker who starts working part-time;
   e) need arising from job vacancies, when the recruitment process is already underway to fill them;
   f) seasonal activities or other activities whose annual production cycle presents irregularities resulting from the structural nature of the respective market, including agriculture, agro-industry and related activities;
   g) exceptional increase in the company's activity;
   h) execution of an occasional task or specific and non-lasting service;
   i) execution of a work, project or other defined and temporary activity, including the execution, direction and supervision of civil construction work, public works, industrial assembly and repairs, on a contract basis or in direct administration, including the respective projects and other activities complementary control and monitoring;
   j) provision of security, maintenance, hygiene, cleaning, food and other complementary or social services included in the employer's current activity;
   k) development of projects, including design, research, direction and supervision, not part of the current activity of the user employer;
   l) intermittent labor needs, determined by fluctuations in activity during days or parts of the day, provided that use does not exceed, on a weekly basis, half of the user's normal working period;
   m) intermittent needs of workers to provide direct family support, of a social nature, during days or parts of the day.

2. In addition to the situations set out in paragraph 1 of this article, a fixed-term usage contract may be concluded in the following cases:
   a) launch of a new activity of uncertain duration, as well as the start-up of a company or establishment;
   b) hiring young workers.

Article 90

(Regime applicable to temporary employment and use contracts)

1. Temporary employment and utilization contracts apply, with the necessary adaptations, the fixed-term employment contract regimes.
2. The two types of contract referred to in the previous paragraph, in everything that is not provided for in this Law, are regulated by special legislation.
3. During the execution of the temporary employment contract, the worker is subject to the work regime applicable to the user with regard to the mode, place, duration and suspension of work, discipline, safety, hygiene, health and access to their equipment social.
4. The user must inform the employer of temporary work and the worker about the risks to the worker's health and safety inherent to the job to which they are assigned, as well as, where appropriate, the need for appropriate professional qualification and surveillance specific medical.
5. The user must prepare the temporary worker's working schedule and schedule their vacation period, whenever this is taken at their service.
6. The employer of temporary work may grant the user the exercise of disciplinary power, except for the purposes of applying the sanction of dismissal.
7. Without prejudice to the observance of the working conditions resulting from the respective contract, the temporary worker may be assigned to more than one user.

SECTION IX

Duration of work provision

Article 91

(Normal working period)

1. The normal working period is considered to be the number of hours of actual work that the employee undertakes to provide to the employer.
2. Effective working time is considered to be the time during which the worker provides effective service to the employer or is at his disposal.

Article 92

(Limits of normal working period)

1. The normal working period cannot exceed forty-eight hours per week and eight hours per day.
2. Without prejudice to the provisions of the previous paragraph, the normal working period may be extended up to nine hours, provided that the worker

is granted an additional half-day of rest per week, in addition to the weekly rest day prescribed in article 103 of this Law .
3. By collective labor regulation instrument, the normal daily working period may be exceptionally increased up to a maximum of four hours without the duration of weekly work exceeding fifty-six hours, exceptional and extraordinary work performed not counting towards this limit. due to force majeure.
4. The average duration of forty-eight hours of weekly work must be determined by reference to maximum periods of six months.
5. The determination of the average weekly working time, referred to in the previous paragraph, can be obtained by compensating the hours previously worked by the worker, through the reduction of working hours, daily or weekly.
6. Establishments engaged in industrial activities, with the exception of those working on a shift basis, may adopt a normal working duration limit of forty-five hours per week to be completed on five days of the week.
7. All establishments, with the exception of services and activities intended to satisfy the essential needs of society, provided for in paragraph 4 of article 104 of this Law, as well as establishments selling directly to the public, may, for reasons of conditioning economic or other, adopt the practice of a single schedule.
8. The employer must inform the Ministry responsible for the work area of new working hours through its closest representation by the fifteenth day of the month following their adoption, observing the rules defined in this Law and other legislation in force. about the matter.

Article 93
(Addition or reduction of the maximum limits of normal working periods)

1. The maximum limits of normal working periods may be extended in relation to workers who perform highly intermittent or simple presence functions and in cases of preparatory or complementary work that, for technical reasons, are necessarily carried out outside the normal working period, without prejudice to the rest periods provided for in this Law.
2. The maximum limits of normal working periods may be reduced whenever increased productivity permits and, in the absence of economic or social inconvenience, priority is given to activities that involve greater physical or intellectual fatigue or increased risks to health of the workers.
3. Without prejudice to the provisions of the previous article, the increase or reduction of the maximum limits of normal working periods may, exceptionally, be established through a Government diploma on the proposal of the Ministers responsible for the area of work and the sector of activity in question. cause, or through a collective labor regulation instrument.

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

Article 94

(Work schedule)

1. Working hours result from the determination of the start and end times of the normal working period, including rest breaks.
2. It is up to the employer, after prior consultation with the competent trade union body, to establish the working hours of the workers at his service, and the respective map must be endorsed by the competent labor administration body and posted in a clearly visible place in the workplace.
3. When determining working hours, the employer is, in particular, conditioned by the legal or conventional limits of the normal working period and the company's operating period.
4. Depending on the requirements of the production process or the nature of the services provided, the employer must establish working hours compatible with the interests of employees workers.
5. Workers who work:

a) leadership and management positions, of trust or supervision;

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

Article 95

(Alternating working hours)

1. It is permissible to adopt alternating working schedules in the working day that includes a maximum of four weeks of actual work.
2. The alternation regime must be carried out in strict compliance with the following:

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

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

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

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

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

4. Alternation work that exceeds the annual duration calculated at the rate of 48 hours per week, deducting vacations, public holidays and time allowances, is considered extraordinary.

Article 96
(Work interruption)

1. The normal daily working period must be interrupted by an interval lasting no less than half an hour and no more than two hours, without prejudice to services provided on a shift basis.
2. Collective regulation instruments may establish a longer duration and frequency for the rest interval referred to in the previous paragraph.
3. During continuous working hours, a rest interval of no less than half an hour must be respected, which is counted as the effective duration of work.

Article 97
(Exceptional work)

1. Exceptional work is considered to be work carried out on a weekly rest day, complementary day, public holiday or day off.
2. It is mandatory to provide exceptional work, in cases of force majeure to deal with a past or imminent accident, to carry out urgent and unforeseen work on machines and materials essential to the normal functioning of the company or establishment.
3. The employer is obliged to keep a record of exceptional work, where, before the start of the work and after its end, he makes the respective notes, in addition to expressly indicating the basis for the provision of exceptional work, and must be endorsed by the worker who provided it.
4. The performance of work on a weekly, complementary rest day, holiday or day off day, without prejudice to the alternating working time regime, gives the right to a full day of compensatory rest on one of the following three days, unless when work does not exceed a period of five consecutive or alternating hours, in which case it is compensated with half a day of rest.

Article 98
(Overtime work)

1. Work performed outside working hours is considered extraordinary. work.
2. Overtime work may only be provided:
    a) when the employer has to deal with additional work that does not justify the admission of a worker on a fixed-term or indefinite contract;
    b) when there are compelling reasons.

3. Each worker may perform up to ninety-six hours of overtime per quarter, and may not perform more than eight hours of overtime per week, nor exceed two hundred hours per year.
4. Overtime work is not considered to be work performed by a worker exempt from working hours and work performed to compensate for periods of absence on the worker's initiative.
5. The employer must, in all cases, have a system for recording overtime work performed.

Article 99

(Night work)

1. Night work is considered to be any work performed between 8pm on one day and the start time of the normal working period on the following day, with the exception of work carried out in shifts, as provided for in the following article.
2. Collective regulation instruments may consider work carried out in seven of the nine hours between 20 pm on one day and 5 am on the following day as night work.

Article 100

(Shift work)

1. Employers of continuous work and those who have an operating period longer than the maximum limits of normal periods must organize work in shifts.
2. The working duration of each shift cannot exceed the maximum limits of normal working periods set out in this Law.
3. Shifts always work on a rotational basis, so that workers successively replace each other during regular work periods.
4. Shifts in the continuous working regime and for workers who provide services that, by their nature, cannot be interrupted, must be organized in such a way as to grant workers a period of compensatory rest for a period, which must be equivalent to the work shift. service.

Article 101

(Part-time job)

1. Part-time work is one in which the number of hours that the worker undertakes to work each week or day does not exceed seventy-five percent of the normal full-time working period.
2. The percentage limit referred to in the previous paragraph may be reduced or increased by collective labor regulation instrument.

3. The number of days or hours of part-time work must be fixed by written agreement and may, unless otherwise stipulated, be provided on all or some days of the week, without prejudice to weekly rest.
4. The part-time employment contract is subject to written form and must contain an indication of the normal daily or weekly working period with comparative reference to full-time work.

Article 102
(Provision of part-time work)

1. The regime enshrined in this Law or in a collective work regulation instrument is applicable to part-time work provided that, by its nature, the activity to be provided does not involve full-time work.
2. Part-time workers cannot be treated less favorably than full-time workers, in a comparable situation, except when compelling reasons justify this.

SECTION X
Interruption of work provision

Article 103
(Weekly rest)

1. Every worker has the right to weekly rest of at least twenty - four consecutive hours on a day that is normally Sunday.
2. The weekly rest day may no longer coincide with Sunday, particularly in the case of:
   a) workers necessary to ensure the continuity of services that cannot be interrupted;
   b) workers in establishments selling to the public or providing services;
   c) staff for cleaning services and preparatory and complementary work that must be carried out on the rest day of other workers;
   d) workers whose activity, by its nature, must be carried out on Sunday.
3. In the cases referred to in the previous paragraph, another day of rest per week should preferably be systematically stipulated.
4. Whenever possible, the employer must provide workers belonging to the same household with weekly rest on the same day.

Article 104
(Mandatory holidays)

1. National holidays are days when workers are suspended from work throughout the national territory.
2. The following are considered holidays, without prejudice to others established by law as such:
   a) January 1st – New Year;
   b) February 3rd – Mozambican Heroes Day;
   c) April 7th – Mozambican Women's Day;
   d) May 1st – International Workers' Day;
   e) June 25th - National Independence Day;
   f) September 7th - Lusaka Accords Day;
   g) September 25th – Armed Forces Day;
   h) October 4th – Day of Peace and National Reconciliation ;
   i) December 25th - Family Day.
3. Clauses in the collective labor regulation instrument or in the individual employment contract that establish holidays on days other than those legally enshrined, or that do not recognize this enshrinement, are null and void.
4. The right to suspension from work does not cover workers who carry out activities that, due to their nature, cannot be interrupted, namely:
   a) medical, hospital and medicine supply services;
   b) water, energy and fuel supply;
   c) post and telecommunications;
   d) funeral services;
   e) loading and unloading of animals and perishable foodstuffs;
   f) airspace and meteorological control;
   g) firemen;
   h) healthcare services;
   i) private security;
   j) large-scale production industry, being in continuous working mode;
   k) transport services;
   l) hotel and restaurant services;
   m) port handling and toll pier services .
5. Exceptionally, within the scope of the public interest, the Minister who oversees the area of work may authorize work on public holidays, provided that the workers involved receive remuneration for exceptional work.

Article 105

(Point tolerance)

1 **.** It is up to the Minister responsible for the labor area to grant time tolerance, which in any case must be announced at least two days in advance.

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

3. The right to suspension from work does not cover the activities provided for in no. [4] of the previous article.

4. Point tolerance is regulated by special legislation.

Article 106

(Right to vacation)

1. The employee's right to paid vacation is inalienable and cannot be denied under any circumstances.

2. Without prejudice to the provisions of article 108, holidays may be taken during the calendar year to which they refer.

3. Exceptionally, vacations may be replaced by additional remuneration, at the convenience of the employer or the worker, by agreement between both, and the worker must take at least six working days.

Article 107

(Duration of vacation period)

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

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

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

4. Vacation periods cover the days of bringing forward, postponing and accruing vacation.

5. Vacations count in calendar days.

Article 1 08

(Vacation plan)

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

2. The employer may authorize the exchange of the beginning or periods of vacation between workers in the same professional category.
3. If the nature and organization of work, as well as production conditions require or allow it, the employer , through prior consultation with the trade union body, may establish that all workers take their holidays simultaneously.
4. Spouses who work for the same employer , even if in different establishments, must be granted the right to take vacations simultaneously .
5. The worker has the right to uninterrupted vacation.
6. The employer, by agreement with the employee, may divide the vacation into periods of no less than six days, under penalty of compensating the employee for losses, proven to have been suffered as a result of the interpolated enjoyment of the vacation.

Article 109

(Advance, postponement and accumulation of vacations)

1. For imperative reasons linked to the company, the satisfaction of essential and urgent needs of society or the interests of the national economy, the employer may postpone the employee's total or partial enjoyment of vacation until the vacation period of the following year, and must communicate previously, as well as the union body.
2. The employer and the employee may agree, in writing, to accumulate a maximum of fifteen days of vacation for every twelve months of effective service, provided that the accumulated vacation is taken in the year in which it reaches the limit set in the following number.
3. The anticipation of more than thirty days of vacation is not permitted, nor the accumulation, in the same year, of more than sixty days of vacation, under penalty of forfeiture.
4. The forfeiture of vacation referred to in the previous paragraph only covers the number of vacation days that exceed the accumulated sixty days, except if the cause is attributable to the employer.

Article 110

(Holidays and sick days during the vacation period)

1. Holidays that occur during the vacation period are counted as vacation days.
2. Sick days do not count as vacation days, when the illness, duly certified by a competent entity, has occurred during the vacation period and the employer is informed within a period that does not exceed 5 calendar days.
3. In the case provided for in the previous paragraph, the worker restarts, after discharge, the missed vacation period, if the employer does not set another date for its restart.

Article 111
(Concept and types of faults)

1. Absence is considered to be the absence of a worker at the workplace during the period during which he or she is obliged to perform his or her activity.
2. Absences can be justified or unjustified.
3. The following are considered justified absences:
    a) five days, due to marriage;
    b) five days, due to the death of a spouse or civil partner, father, mother, child, stepson, brother, grandparents, stepfather, stepmother, in-laws, sons-in-law and daughters-in-law;
    c) two days, due to the death of uncles, cousins, nephews, grandchildren and brothers-in-law;
    d) in case of impossibility to provide work due to a fact not attributable to the worker, namely illness or accident;
    e) those given by workers as mothers and/or fathers accompanying their own children or other minors under their responsibility admitted to a hospital;
    f) those given for convalescence of working women in case of abortion before seven months prior to the expected birth;
    g) absences of the worker, to provide assistance to spouse or civil union, minor children, father, mother, stepchildren, siblings, grandparents, stepfather, stepmother, in-laws, sons-in- law and daughters-in-law in the event of illness or accident;
    h) others, previously or subsequently authorized by the employer, such as for participation in sporting and cultural activities.
4. All absences not provided for in the previous paragraph are considered unjustified.
5. Justified absences, when foreseeable, must be communicated to the employer at least two days in advance.

Article 112
(Presentation to the Health Board)

1. In case of absences due to illness for an uninterrupted period of more than fifteen days, the employer may refer the employee to the Health Board or other duly licensed entities, for the purpose of making a decision on the employee's work capacity.
2. The employer may, on its own initiative or at the request of the worker, submit to the Health Board or other duly licensed entities, workers who, for health reasons, have their work profitability affected or who commit more than five days of sick days per quarter.

3. A worker's refusal to report to the health board without valid justification may constitute a disciplinary offense.
4. The creation and regulation of the functioning of private entities for the purposes of certifying the working capacity of workers is the responsibility of the Government.

Article 1 13

(Effects of absences and justified absences)

1. Justified absences do not result in the loss or impairment of the worker's rights relating to remuneration, seniority and vacation.
2. Absences or absences justified under the terms of paragraph e) of paragraph 3 of article 111 of this Law, must not be deducted for the same period from vacations, or from remuneration.
3. The employer may not pay for justified absences referred to in paragraphs d) and e) of paragraph. [3] of article 111.

Article 1 14

(Effects of absences and unjustified absences)

1. Unjustified absences always result in the loss of remuneration corresponding to the period of absence, which is also deducted from the employee's vacations and seniority, without prejudice to possible disciplinary proceedings.
2. Unjustified absences for three consecutive days or six interpolated days in a semester or the allegation of a demonstrably false justifying reason may be the subject of disciplinary proceedings.
3. Unjustified absence for fifteen consecutive days constitutes presumption of abandonment of the workplace, giving rise to disciplinary proceedings.
4. In cases of unjustified absence by the employee for a period shorter than the normal period to which they are obliged, the respective times are added to determine the normal periods of work missed and subject to a discount on remuneration.
5. The employer may apply the unjustified absence regime due to the employee's lack of communication regarding the impossibility of being present at work.

Article 1 15

(Leave without pay)

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

SECTION XI

Job remuneration

SUBSECTION I
General remuneration scheme

Article 11 6
(Concept and general principles)

1. Remuneration is considered to be what, under the terms of the individual or collective contract or usage, the worker is entitled to in return for his work.
2. Remuneration comprises the base salary and all regular and periodic payments made directly or indirectly, in cash or in kind.
3. The employer must guarantee the increase in workers' salary levels in line with the growth of production, productivity, labor income and the country's economic development.
4.The Government, after consulting the Labor Consultative Committee, establishes the national minimum salary or wages applicable to workers integrated into sectors of activity.

Article 117
(Additional benefits to the base salary)

1. There is room for additional benefits to the base salary, whether temporary or permanent, under the contract or collective labor regulation instrument, or when exceptional working conditions or results exist, or even when specific circumstances justify it.
2. The following are additional benefits to the base salary:
   a) the amounts received as subsistence allowances, transport expenses, installation expenses due to transfer of the worker and other equivalent expenses;
   b) allowances for failures and meal allowances;
   c) bonuses of an extraordinary nature granted by the employer;
   d) payments for night work;
   e) payments for providing work under abnormal working conditions;
   f) bonuses conditioned on work efficiency indicators;
   g) the seniority bonus established in a collective labor regulation instrument;
   h) shares in the share capital;
   i) benefits due under other exceptional conditions.
3. The basis for calculating compensation for termination of the employment contract includes only the base salary and the seniority bonus, unless the parties agree on the integration of other additional benefits.

Article 1 18

(Remuneration types)

The remuneration modalities are as follows:

a) by income;

b) by time;

c) mixed.

Article 119

(Remuneration based on income)

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

2. This type of remuneration is applicable when the nature of the work, the uses of the profession, the field of activity or previously established standards allow it.

3. Piecework or piecework can be remunerated based on income.

Article 120

(Time-based pay)

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

Article 121

(Mixed pay)

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

Article 122

(Form, place, time and method of remuneration)

1. Remuneration must be paid:

a) in cash or in kind, provided that the non-cash portion, calculated at current prices, does not exceed twenty-five percent of the global remuneration;

b) at the workplace and during the work period or immediately following it, unless otherwise stipulated;

c) in certain periods of a week, a fortnight or a month, depending on what is established in the individual employment contract or collective labor regulation instrument.

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

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

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

Article 123

(Remuneration discounts)

1. Remuneration must not, pending the employment contract, be subject to any discount or withholding that is not expressly authorized, in writing, by the employee.
2. The provisions of the previous paragraph do not apply to discounts in favor of the State, Social Security or other entities, as long as they are ordered by law, final court decision or arbitration decision, or resulting from the imposition of a fine for a disciplinary infraction. , provided for in paragraph d) of article 63 of this Law.
3. Without prejudice to the provisions of paragraph 1 of this article, the employer and workers may agree on other discounts in a collective labor regulation instrument.
4. Under no circumstances may the total value of the discounts exceed one third of the employee's monthly remuneration.
5. For the purposes of the provisions of the previous paragraph, discount is not understood as the amount paid as an advance on salary at the employee's request.

SUBSECTION II

Special remuneration schemes

Article 124

(Remuneration for overtime, exceptional and night work)

1. Overtime work must be paid at an amount corresponding to the remuneration for normal work, plus fifty percent, if performed up to eight o'clock, and one hundred percent, beyond twenty hours, up to the start time of the normal period. of work the next day.
2. Exceptional work must be paid with an amount corresponding to the remuneration for normal work, plus one hundred percent.
3. Night work must be remunerated with an increase of twenty-five percent compared to the remuneration for corresponding work carried out during the day.
4. This remuneration regime also applies to work in shifts, with the necessary adaptations.

Article 125

(Remuneration for part-time work or internship)

1. Part-time work confers the right to receive remuneration corresponding to the worker's professional category or function, proportional to the time actually spent working.
2. New graduates receive, during the period of post-vocational training, a remuneration of at least seventy-five percent of the remuneration corresponding to the respective professional category.
3. Without prejudice to the provisions of the previous paragraph, recent graduates, when they are active workers, maintain the remuneration they have been earning, whenever the amount agreed for the internship period is lower.

Article 126

(Remuneration for leadership or trust positions)

1. The worker appointed to hold a position of leadership or trust receives the remuneration corresponding to that position, which ceases to be paid as soon as the performance of that function ceases, and begins to receive the remuneration of the category he occupied or will occupy.
2. For the purposes of the previous paragraph, a position of leadership or trust is understood to be one of discretionary designation of the respective holder, which, due to the nature of their functions, is occupied by choosing among workers who meet the established requirements, provided that are duly qualified for this purpose.
3. Whenever, due to professional qualifications, the remuneration to which the employee is entitled is equal to or greater than that of the managerial or trust position to which he or she is appointed, the employee receives his or her previous remuneration plus at least twenty percent , while remaining in the new position.

Article 127

(Remuneration in exemption from working hours)

1. Workers exempt from working hours work, with the exception Those who hold management and leadership positions are entitled to additional remuneration.
2. The criteria for determining the remuneration of workers exempt from working hours must be established by contract individual or by collective labor regulation instrument.

Article 1 28

(Remuneration for replacement and accumulation of duties)

1. The performance of an activity under a replacement regime, for a period equal to or greater than forty-five days, gives the right to receive the remuneration of the category corresponding to that activity, for the duration of the performance, except if the worker already receives a higher remuneration, in which case you are entitled to an increase to be agreed by the parties.

2. The accumulation of management functions occurs when the worker performs more than one function, for a period equal to or greater than forty-five days, if it is not possible to replace him or if another worker cannot be seconded, and the worker receives in addition, at least twenty-five percent of the remuneration for the role for the duration of this performance.

SUBSECTION III

Remuneration protection

Article 1 29

(Salary guarantee)

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

2. The remunerations referred to in the previous paragraph, which are privileged credit, must be paid in full before ordinary creditors can claim their share.

Article 130

(Non-waiver of the right to remuneration)

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

CHAPTER IV

Suspension and Termination of the Employment Relationship

SECTION I

Suspension of the employment relationship

Article 131

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

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

a) during mandatory military service ;

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

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

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

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

5. The suspension begins even before fifteen days have elapsed, as soon as it becomes certain or foreseeable that the impediment will last longer than that period.

6. The worker retains the right to the job, and must report to the respective workplace as soon as the impediment ceases or, in justified cases, within three working days or, within a period of no less than thirty calendar days, counted from the date of cessation of mandatory military service.

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

8. The non-reinstatement of the employee, under suspension of the employment relationship, under the terms established in this article, corresponds to tacit dismissal without just cause, except in cases where there is objective impossibility of reinstatement based on the provisions of article 138 of the present Law.

Article 1 32

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

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

2. The employer must communicate, in writing, to each worker covered, the reasons for the suspension and indicate the start date and duration of the suspension, simultaneously sending copies of these communications to the ministry responsible for the labor area and to the company's trade union body or, failing that, to the representative trade union association.
3. The provisions of paragraphs 4 and 7 apply, with due adaptations, to the suspension provided for in this article. of the previous article.
4. During the period of suspension, the General Labor Inspectorate services may terminate its application, in relation to all or some of the workers, when it is verified that the reasons cited do not exist or the admission of new workers to the activity or function likely to be exercised by suspended workers.
5. During the period of suspension referred to in paragraph 1 of this article, the employee is entitled to seventy-five percent, fifty percent and twenty-five percent of their respective remuneration, in the first, second and third month, respectively , and in any case they must not be lower than the minimum wage, practiced in the sector of activity, except for micro, small and medium-sized employers who can pay a value of no less than 50% of the minimum wage.
6. If, however, the impediment persists beyond three months, payment of remuneration will be suspended, and the parties may agree to a modification, in accordance with article 75, or termination of the contract or employment relationship, without prejudice to compensation. to which the worker is entitled.
7. On the date of termination of the employment contract, the employer must make compensation available to workers calculated in accordance with article 138 of this Law, and the compensation may be divided into three installments, by agreement between the parties.
8. During the duration of the contractual suspension for reasons referred to in paragraph 1 of this article, the employer cannot hire new workers to replace those in question, otherwise the suspension will be considered null and void.

Article 133
(Suspension of the contract for reasons of force majeure and unforeseeable circumstances)

1. The individual employment relationship may be suspended in cases of force majeure, meaning any fact of nature, which is unpredictable, inevitable and independent of human will, namely, catastrophe, earthquakes, epidemics and pandemics, floods, floods , cyclones, fires, landslides, earthquakes, volcanic eruptions or tsunamis, nuclear radiation, hydrocarbon spills, plagues or other occurrences that have or will foreseeably affect the normal activity of the company or establishment.

2. The individual employment relationship may also be suspended as a result of unforeseeable circumstances, considering as such any unforeseeable fact, despite being avoidable, that will, foreseeably, affect the normal activity of the company or establishment.

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

4 . The provisions of the previous paragraph do not apply when the grounds for suspension constitute the normal risk of the activity.

5. Upon termination of the contractual suspension, the employer resumes payment of the worker's normal remuneration.

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

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

8. The employer must communicate, in writing, to each worker covered, the reasons for the suspension and indicate the start date and duration of the suspension, if possible, simultaneously sending copies of these communications to the ministry responsible for the labor area and to the the company's trade union body and, in its absence, the sector's trade union body.

9. The provisions of paragraphs 4 and 7 of article 131 of the Labor Law apply, with due adaptations, to the suspension provided for in this article.

10. During the period of suspension, the General Labor Inspectorate services may terminate its application, in relation to all or some of the workers, when it is verified that the reasons cited do not exist or the admission of new workers to the activity or function likely to be exercised by suspended workers.

SECTION II
Termination of the employment relationship

Article 134
(Forms of termination of the employment contract)

1. The employment contract may be terminated by:
   a) expiry;
   b) revocatory agreement;
   c) denunciation by either party;
   d) termination by any of the contracting parties with just cause.
2. The termination of the employment relationship determines the extinction of the parties' obligations relating to the fulfillment of the employment relationship and the constitution of rights and duties, in cases specifically provided for by law.
3. The legal effects of the termination of the employment contract are produced when the other contractor is aware of it, through a written document.

Article 135
(Causes of expiry)

1. The employment contract expires in the following cases:
   a) the deadline has expired or the work for which it was established has been carried out;
   b) due to the supervening, total and definitive inability to perform the work or, if that is only partial, due to the employer's inability to receive payment, except if the incapacity is attributable to the employer;
   c) upon the death of the individual employer, unless the successors continue the activity;
   d) with worker reform;
   e) with the death of the worker;
   f) with the revocation of the administrative act that allows work in Mozambique, in the case of foreign citizens.
2. Whenever a worker registered in the social security system meets the requirements to benefit from the respective pension, the expiration of his employment contract upon retirement is mandatory.
3. The expiration of the employment contract does not entitle the employee to compensation.

Article 1 36
(Revocable agreement)

1. The agreement to terminate the employment contract must be contained in a document signed by both parties, expressly containing the date on which the agreement was signed and when its respective effects began to take effect.

2. The worker may send a copy of the agreement to terminate the employment relationship to the company's trade union body and the labor administration body, for assessment purposes.
3. The worker may terminate the effects of the agreement to revoke the employment contract, by means of a written communication to the employer, within a period not exceeding seven days, for which he must return, in full and immediately, the amount he received in return. compensation title.
4. Refusal of the proposal for a revocatory agreement given by either party does not constitute just cause for termination of the contract by the person who refused to enter into the agreement.

Article 137

(Just cause for termination of employment contract)

1. In general, a just cause for termination of an employment contract is considered to be serious facts or circumstances that make it impossible, morally or materially, to maintain the established contractual relationship.
2. The employer or worker may invoke just cause to terminate the employment contract, recognizing the counterparty's right to challenge the just cause, within a period of six months counting from the date of knowledge of the termination, with the exception of the provided for in paragraph 3 of article 56 of this Law.
3. The just cause invoked by the employer terminates the individual or collective employment relationship.
4. They constitute, in particular, just cause, on the part of the employer
   a) manifests the worker's unsuitability for the adjusted service, verified after the probationary period;
   b) culpable and serious violation of employment duties by the employee;
   c) detention or imprisonment if, due to the nature of the worker's duties, it jeopardizes the normal functioning of the services;
   d) termination of the contract for economic reasons of the company, which may be technological, structural or market, provided for in article 138 of this Law.
5. They constitute, in particular, just cause, on the part of the worker
   a) need to comply with any legal obligations that are incompatible with continued service and do not confer the right to compensation;
   b) occurrence of employer behavior that negligently violates the worker's legal and conventional rights and guarantees.
6. Termination of the employment contract, in accordance with paragraphs a), c) and d) of paragraph 4 of this article, must be preceded by the formalities provided for in paragraphs 1 to 7 of article 141 of this Law, under penalty of proof of just cause not being admissible.

7. The manifest inability of the worker, as provided for in subparagraph a) of paragraph 4 of this article, must be proven through a continued reduction in productivity and quality, and is only admissible when the worker has been given an adaptation period of no less than 60 days in the workplace after induction provided by the employer in accordance with the practices in use in the company.
8. Termination of the employment contract, under the terms of paragraph c) of paragraph 4 of this article, can only occur if the conditions set out in the final part of paragraph b) of paragraph 1 of article 131 of this Law are not met and not confers the right to compensation.
9. Whenever one of the contracting parties is forced to terminate the employment contract for reasons attributable to the other, it is considered terminated with just cause.
10. Termination of the employment contract, based on the terms of the previous paragraph, gives the worker the right to compensation provided for in article **138** of this Law.

Article 1 38
(Termination of the contract with just cause at the initiative of the worker)

1. The employee may terminate the employment contract, with just cause, by giving at least seven days prior notice, indicating, expressly and unequivocally, the facts that underlie it.
2. Termination of the employment contract for an indefinite period, with just cause on the part of the employee, entitles him to compensation corresponding to forty-five days' salary for each year of service and, on a prorated basis, for a fraction of time less than 12 months.
3. Termination of a fixed-term employment contract, with just cause on the part of the employee, entitles him to compensation corresponding to the remuneration that would accrue between the date of termination and the agreed upon end of the contract term.
4. The employee who violates the deadline set in paragraph 1 of this article must pay the employer a fine corresponding to **seven** days' salary, to be deducted from the compensation to which he or she is entitled.

Article 1 39
(Denunciation of the employment contract by the worker)

1. The worker may terminate the employment contract, with prior notice, without the need to invoke just cause, as long as he communicates his decision, in writing, to the employer.
2. Unless otherwise stipulated, the termination of a fixed-term employment contract, by decision of the worker, must be made at least thirty days in

advance, under penalty of granting the employer the right to compensation for damages and losses suffered, worth corresponding to a maximum of one month's remuneration.
3. Termination of the employment contract for an indefinite period, unless otherwise stipulated, by decision of the worker, must be made with prior notice subject to the following deadlines:
a) fifteen days, if the period of service is more than six months and does not exceed three years;
b) thirty days, if the period of service is more than three years.
4. The notice periods referred to in the previous paragraph are counted on consecutive calendar days.
5. The employee who violates the provisions of paragraph 3 of this article must compensate the employer in the amount corresponding to the remuneration he would receive during the notice period.

Article 1 40
(Termination of the contract at the initiative of the employer with prior notice)

1. The employer may terminate one or more employment contracts, with prior notice, as long as this measure is based on structural, technological, or market reasons and proves to be essential to the competitiveness, economic sanitation, administrative or productive reorganization of the company.
2. For the purposes of this Law, the following are considered, in particular:
a) structural reasons — those relating to the reorganization or restructuring of production, the change of activity or the lack of economic and financial resources which could result in an excess of jobs;
b) technological reasons — those referring to the introduction of new technology, new processes or work methods or the computerization of services that may require a reduction in personnel;
c) market reasons — those that have to do with difficulties in placing goods or services on the market or with a reduction in the company's activity.
3. Termination of the employment contract, based on the reasons set out in the previous paragraph, entitles the employee to compensation, equivalent to:
a) thirty days' salary for each year of service, if the worker's base salary, including the seniority bonus, corresponds to the value between one and seven minimum wages in the sector of activity;
b) fifteen days' salary for each year of service, if the worker's base salary, including the seniority bonus, corresponds to a value

between more than seven and eighteen minimum wages in the sector of activity;

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

4. Individual employment contracts and collective labor regulation instruments may provide for other criteria or bases for calculating compensation that are more favorable to the worker than those provided for in the previous paragraph.

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

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

7. It is up to the judicial authorities or arbitration bodies to declare the appeal abusive or the lack of reasons determining the application of the contract termination regime based on structural, technological or market reasons.

Article 141
(Formalities)

1. In the event of termination of the employment contract, the employer is obliged to communicate, in writing, to each worker covered, to the trade union body or, in the absence thereof, to the representative trade union association and to the ministry responsible for the area of work.

2. The communications referred to in the previous paragraph must be made, in relation to the expected date for termination of the employment contract, no less than thirty days in advance.

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

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

5. In the case of a contract for an indefinite period, the compensation is paid in accordance with paragraph 3 of article 138 of this Law, if the regime in article 142 of this Law does not apply to the case.

6. The employee's receipt of the compensation referred to in paragraphs 4 and 5 of this article presupposes acceptance of the termination and the

reasons underlying it, as well as satisfaction of their rights, unless the parties agree on reinstatement .
7. The presumption may be rebutted by challenging the just cause for termination.

Article 1 42
(Collective dismissal)

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

Article 143
(Procedure for collective dismissal)

1. When the employer foresees collective dismissal, it must inform the trade union bodies and the workers concerned and communicate it to the ministry responsible for the labor area, before the negotiation process begins.
2. Information to workers is accompanied by:
    a) description of the reasons given for collective dismissal;
    b) the number of workers covered by the process.
3. The consultation process between the employer and the trade union body, which cannot last more than thirty days, must cover the grounds for collective dismissal, the possibility of avoiding or reducing its effects, as well as the measures necessary to mitigate its consequences for affected workers.

Article 144
(Burden of proof of lack of economic resources)

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

Article 1 45
(Effects of dismissal of termination)

1. The judicial or arbitration decision nullifying the termination of the employment contract with just cause, on the initiative of the employee, constitutes the obligation to pay the employer compensation corresponding to half of the compensation provided for in paragraphs 2 and 3 of article 138 of this Law.

2. If the grounds invoked for the termination of the employment contract are declared unfounded in court or by a similar entity, the worker is reinstated in the job with the right to payment of the amount corresponding to the remuneration due between the date of termination of the contract and the date of effective reinstatement , up to a maximum of six months, deducting the amount received, if applicable, as compensation at the time of dismissal.
3. At the express option of the worker or when objective circumstances make his reinstatement impossible, the employer is obliged to pay compensation calculated in accordance with article 138 of this Law, counting towards seniority all the time elapsed between the date of termination and that of the sentence that declared its nullity, up to a maximum of six months.
4. The challenge of just cause for termination must be made within six months from the date of notification and is decided by the competent bodies in accordance with the circumstances of the case.

Article 1 46

(Work certificate)

1. Whenever the employment relationship ends, regardless of the reason for the termination, the employer must provide the employee with a work certificate stating, in particular, the time during which the employee was in his service, levels of professional skills acquired and the position or positions he held.
2. The certificate cannot contain any other references, unless the worker requests it in writing.
3. If the worker does not agree with the content of the information, he or she may, within thirty days, appeal to the competent bodies to make appropriate changes, if applicable.

CHAPTER V
Collective Rights and Collective Labor Relations

SECTION I
General principles

Article 1 47

(Right of association)

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

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

Article 1 48

(Principle of autonomy and independence)

1. Without prejudice to the forms of support provided for in this Law or in other legislation, employers are prohibited, individually or through an intermediary, from promoting the establishment, maintenance or operation, by any means, of collective representation structures for workers or, in any way, intervene in the organization and management, as well as prevent or hinder the exercise of their rights.
2. The representation structures of employers and workers are independent of the State, political parties, religious institutions and other forms of representation of civil society, and any interference by these in their organization and management, as well as their reciprocal financing, is prohibited. .
3. Public authorities must refrain from any intervention that could limit the exercise of trade union rights enshrined in this Law or impede their legal exercise.

Article 149

(Objectives)

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

a) defend and promote the defense of the legally protected rights and interests of its members;
b) participate in the drafting of labor legislation and in the definition and implementation of policies on employment, work, professional training and development, productivity, salary, protection, hygiene and safety at work and social security;
c) exercise, under legally established terms, the right to collective bargaining;
d) collaborate, in accordance with the law, with the General Labor Inspectorate in controlling the application of labor legislation and collective labor regulation instruments;
e) be represented in organizations, international conferences and other meetings on labor matters;
f) issue opinions on reports and other documents related to the normative instruments of the International Labor Organization;
g) promote activities relevant to fulfilling the commitments and obligations assumed by the country in labor matters.

Article 150
(Administrative, financial and patrimonial autonomy)

1. In pursuing their objectives, trade unions and employers' associations enjoy the right to enter into contracts and acquire, free of charge or for consideration, movable or immovable assets and dispose of them in accordance with the law.
2. In pursuit of their objectives, trade unions and employers' associations have the right to raise financial resources and dispose of them.
3. Trade unions or employers' organizations enjoy the right to draw up their statutes, to elect their representatives, to organize their management and activities and to formulate their action programs.
4. Trade unions or employers' organizations must respect, in their organization and functioning, democratic principles, namely, electing their governing bodies, setting the duration of their mandates and promoting the participation of their members in all aspects of the activity of the organization .

Article 1 51
(Protection of trade union freedom)

Any agreement or act aimed at:

a) make the worker's employment subject to the condition of joining or not joining a trade union association or withdrawing from the one in which he or she has registered;
b) apply a sanction resulting from the fact that the worker has participated in or promoted the exercise, within the limits of the law, of a collective right;
c) transfer or, in any way, harm the worker due to the exercise of rights relating to participation in collective representation structures or due to union membership or non-membership or their union activities.

Article 1 52
(Freedom of membership and collection of dues)

1. Workers or employers are free to join their respective representative bodies, and any discrimination due to lack of membership is prohibited.
2. The worker is not obliged to pay dues to the union in which he is not registered, and any collection system that violates workers' individual or collective rights, freedoms and guarantees is unlawful.
3. There can only be one union committee in the company.
4. If the company's workers are members of different unions, the union committee must be constituted according to criteria of proportional representation, to be regulated in a collective labor regulation instrument.

5. Unionized workers must pay dues to the union in which they are affiliated under the terms established in the respective statutes.
6. For the purposes of the provisions of the previous paragraph, the union committee must present, in writing, the nominal list of unionized workers, signed by each worker, to allow the employer to withhold deductions at source.
7. The declaration of a worker who is visually impaired, or who does not know how to write, must be signed upon request, by third parties containing the identification details of both, with the employee's own fingerprint being essential.

SECTION II
Constitution of Trade Unions and Employers' Associations

Article 153
(Acquisition of legal personality)

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

Article 1 54
(Registration conditions and procedures)

1. The application for registration of any trade union or employer association is addressed to the Minister responsible for the labor area or to the body to which he delegates, and must be accompanied by the following documents:

a) minutes of the constituent assembly;
b) nominal list of those present at the constituent assembly;
c) association statutes;
d) negative certificate of the name of the association;
e) document proving the publication of the notice of the constituent assembly.

, the general regime for associations applies subsidiarily, with the necessary adaptations .

Article 155
(Irregularity supply)

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

Article 1 56
(Content of the Statutes)

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

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

Article 1 57
(Name, registration, publication and endorsement)

1. The name of each trade union or employer organization must best enable its identification so as not to be confused with that of any other organization.
2. Once the requirements for the constitution of the trade union or employer organization have been met, the central labor administration body shall register it, in its own book, within thirty days from the date of deposit.
3.After registration, the statutes are subject to publication in the Boletim da República, with the costs being borne by interested parties.
4. In the specific association registration book or dossier, any relevant acts in the life of the associations are subsequently recorded, such as their alteration, merger, dissolution and election of bodies.

Article 1 58
(Corporate bodies and identification of holders)

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

b) The president of the board of the constituent assembly must send to the central labor administration body the identification of the heads of the corporate bodies together with the respective minutes.
c) Until the associations deliver the document referred to in the previous paragraph, the acts carried out by these corporate bodies are ineffective.

Article 1 59

(Constituent Assembly)

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

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

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

SECTION III

Subjects of collective labor relations

Article 160

(Workers' representative structures)

1. Trade union organizations may be structured into trade union delegates, trade union or company committees, trade unions and general confederations.

2. For the collective defense and pursuit of their rights and interests, workers may form:

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

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

Article 1 61
(Union responsibilities)

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

a) promote and defend the rights and interests of workers who exercise the same profession or who are part of the same field of activity or related activity;
b) represent workers in the negotiation and conclusion of collective labor regulation instruments;
c) provide economic, legal, judicial, social and cultural support services to its members;
d) conclude cooperation agreements with similar national and international organizations.

Article 162
(Competences of the union committee and its constitution)

1. In pursuing the objectives defined in article 148 of this Law, the trade union committee is responsible, namely:

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

2. The members of the union committee are elected at a meeting of workers who are members of the respective union, expressly called for that purpose, from among the workers of the company or establishment.
3. The number of members of the union committee and the duration of their mandate are determined by the statutes of the respective union.
4. Trade union delegates have the same powers as trade union committees.
5. The union must communicate to the employer the identification of the members of the elected union committee within a maximum period of 15 days after its creation.

Article 1 63
(Confederation responsibilities)

In pursuing the objectives defined in article 149 of this Law, the confederation is responsible for:

a) Promote and defend the interests of workers with the Government and employer confederations;

b) propose directly to the Government, after consulting trade union associations, whether affiliated or not, changes to current labor legislation;
c) represent trade union associations in any negotiations with employers' confederations;
d) establish cooperative relationships with similar international organizations;
e) provide support services to affiliated organizations.

SECTION IV
Exercise of trade union activity

Article 1 64
(Meetings)

1. Trade union delegates, trade union committees and trade unions may hold meetings on trade union matters at workplaces, in principle, outside the normal working hours of their members.
2. Heads of trade union bodies must benefit from hours credit to be obligatorily established in a collective work regulation instrument.
3 **.** Workers' assembly meetings may take place in workplaces, outside normal hours, upon call by the union, or by at least one third of the company's or establishment's workers.
4. Without prejudice to the provisions of the previous paragraphs, trade union delegates, trade union committees, trade unions or workers' assemblies may meet in workplaces and within normal working hours, subject to prior agreement with the employer.
5. The meetings, provided for in the previous paragraphs, are communicated to the employer and workers at least twenty-four hours in advance.

Article 1 65
(Right to display and trade union information)

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

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

Article 166

(Protection of corporate body holders)

1. Members of the governing bodies of trade union associations, trade union committees and trade union delegates cannot be transferred from the workplace without prior consultation with those associations and cannot be harmed in any way due to the exercise of their trade union functions .
2. The employer is prohibited from terminating without just cause the employment contract of members of the governing bodies of trade union associations and trade union committees, for reasons attributable to the exercise of their trade union functions.

SECTION V

Freedom of association for employers

Article 1 67

(Constitution and autonomy)

1. Employers' organizations or associations are independent and autonomous and can form themselves into federations and confederations, either at the regional level or by branch of activity.
2. For the purposes of the previous paragraph, the following definitions apply:

a) federation – the organization of associations of employers in the same field of activity;
b) confederation – the association of federations.

Article 1 68

(Exceptional measures)

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

SECTION VI

Collective bargaining regime

SUBSECTION I
General provisions

Article 169
(Object)

1. Collective regulation instruments aim to establish and stabilize collective labor relations and regulate, in particular:
   a) the reciprocal rights and duties of workers and employers bound by individual employment contracts;
   b) the method of resolving conflicts arising from its conclusion or review, as well as the respective extension process.
2. Within the limits established by law, the parties may freely establish the content of their respective collective labor regulation instruments , which must not establish less favorable regimes for workers or limit the employer's management powers.

Article 170
(Principle of good faith)

1. The employer or its association or trade union body undertakes to respect, in the process of negotiating collective labor regulation instruments, the principle of good faith, namely, providing the counterparty with the necessary, credible and appropriate information for the smooth progress of the negotiations and not calling into question the matters already agreed upon.
2. Employers and trade unions are subject to a duty of confidentiality regarding information received subject to confidentiality.
3. Without prejudice to the provisions of the previous paragraph, trade union bodies have the right to provide information on the progress of negotiations to their members and higher-level trade union bodies.
4. The standards established in collective labor regulation instruments cannot be set aside by individual employment contracts, except when these provide for more favorable working conditions for workers.

Article 171
(Scope and legitimacy)

1. The legal regime for collective labor regulation applies to all types of companies or establishments.
2. Only employers and workers have the legitimacy to negotiate and conclude collective labor regulation instruments through their respective organizations or associations.

3. In the case of public companies, the Presidents of the Board of Directors and their delegates with sufficient powers to contract have the legitimacy to negotiate and conclude collective regulatory instruments.

SUBSECTION II
Collective bargaining procedure

Article 172
(Beginning of the negotiation process)

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

Article 1 73
(Proposal for collective regulation)

1. The initiative to present proposals for the conclusion or revision of a collective labor regulation instrument belongs to the trade union body or the employer or its association and must be put in writing.
2. For the purposes of the previous paragraph, the trade union body presents the proposal to the employer or its association and vice versa.
3. The proposal must expressly indicate the matters on which the negotiation must focus and must be substantiated, in particular, based on current labor legislation and other applicable standards, always referring to the economic and financial situation of the company, taking into account the reference indicators of the sector of activity in which it operates.
4. When negotiating and concluding collective labor regulation instruments, the trade union body and the employer or its association may resort to the services and technical assistance of experts of their choice.

Article 174
(Response)

1. The employer or its association or trade union organization receiving a proposal to conclude or review a collective labor regulation instrument has a period of thirty days to present its response, in writing, this period may be extended by agreement between the parts.
2. The response must expressly indicate the accepted matters and include, for those not accepted, a counter-proposal, which may cover matters not covered by that proposal.
3. In addition to current labor legislation and other applicable standards, the counter-proposal must be based on the company's economic and financial situation, considering the reference indicators for the sector of activity.
4. The employer or its association or trade union body sends a copy of the proposal and justification to the ministry responsible for the labor area.

5. The employer or association to which the proposal is intended has the duty to respond to the proposing entity, otherwise the regime in the following number will apply.
6. In the absence of a response to the proposal, within thirty days, the employer or its association or trade union organization may request mediation from public or private conciliation, mediation and arbitration bodies, under the terms established in this Law.

Article 175

(Direct negotiations)

1. Direct negotiations must begin within ten days of receipt of the response, unless another deadline has been agreed in writing.
2. At the beginning of negotiations, negotiators on both sides must identify themselves, establish a negotiation calendar and other rules that negotiation contacts must comply with.
3. At each negotiation meeting, the parties must agree and faithfully record the conclusions on the matters agreed upon and those that will be discussed in the future.

Article 1 76

(Content of collective labor regulation instruments)

1. Collective labor regulation instruments must regulate:
   a) the relationships between trade unions and the employers that grant them;
   b) the reciprocal rights and duties of workers and employers;
   c) the mechanisms for extrajudicial resolution of individual or collective labor disputes, provided for in this Law.
2. Collective labor regulation instruments must indicate:
   a) the period during which they remain in force, as well as the form and deadline for their termination;
   b) the territorial scope of its validity;
   c) the trade union and employer bodies or associations covered by them.

Article 177

(Form and verification of collective labor regulation instruments)

1. Collective labor regulation instruments, including interim agreements reached by the parties in the negotiation process, must be in written form.
2. Collective labor regulation instruments must be checked, dated and signed by the representatives of the parties.

Article 1 78

(Deposit of collective labor regulation instruments)

1. The original of the collective labor regulation instruments is delivered to the ministry responsible for the labor area, for the purpose of verifying its legal compliance and deposit, within twenty days from the date of its execution.
2. If within fifteen days following the deposit of the collective labor regulation instrument the labor administration body does not express a written decision to the contrary, it is considered accepted and becomes effective.

Article 179

(Deposit refusal)

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

a) violation of the public order regime protecting workers' rights;
b) non-compliance with the mandatory content regime.

Article 1 80

(Disclosure and publication)

Employers and trade unions are obliged to disseminate collective labor regulation instruments among workers, placing them in a place accessible to everyone, facilitating their consultation and providing the necessary clarifications on them, and may also organize events for this purpose. .

Article 1 81

(Linkage to collective labor regulation instruments)

1. Collective regulation instruments bind employers who are signatories to them or are covered by them and those who in any capacity succeed them.
2. The obligation referred to in the previous paragraph covers workers in the service, regardless of the date of their admission.

Article 182

(Validity and effectiveness of collective labor regulation instruments)

1. Collective labor regulation instruments remain fully in force until they are modified or replaced by others.
2. Collective labor regulation instruments may only be terminated on the date stipulated in them or, failing that, sixty days before the end of their validity period with the presentation of a new modification proposal.

3. During the period of validity of collective labor regulation instruments, employers and workers must refrain from adopting any behavior that could jeopardize their compliance.
4. During the period referred to in the previous paragraph, workers must not resort to strike as a way of provoking the modification or review of collective labor regulation instruments, unless the circumstance provided for in paragraph 4 of article 200 of this document occurs. Law.

Article 183
(Adhesion Agreement)

1. Companies or establishments in the same sector of activity may adhere, in whole or in part, to the collective labor regulation instruments in force, and must communicate such adherence to the competent local labor administration body, sending the respective text within a period of twenty days from the date of your accession.
2. Membership is signed by the employer and the trade union body after the necessary negotiation consultations, under the terms established in this Law.
3. The instruments of collective labor regulation, to which the parties have adhered, have effect between them, except in those aspects in which, by agreement, reservations have been established.

Article 184
(Cancellation of clauses)

Interested workers, trade unions and employers may bring an action before the competent courts to annul the provisions of collective labor regulation instruments that they consider to be contrary to the law.

SUBSECTION III
Work conflicts and resolution methods

Article 185
(Principles)

The bodies responsible for resolving labor conflicts comply with the principles of impartiality, independence, procedural speed, equity and justice.

Article 1 86
(Ways of resolving work conflicts)

1. Conflicts arising from the conclusion of the employment contract or collective labor regulation instruments may be resolved through alternative extrajudicial mechanisms, through conciliation, mediation or arbitration.

2. The extrajudicial resolution of labor disputes may be carried out by public or private entities, whether for-profit or non-profit, under the terms agreed by the parties or, in the absence of agreement, in accordance with the provisions of this Law.
3. In mediation processes, the worker may be represented by the trade union body and the employer by the employers' association.
4. The creation and functioning of conciliation, mediation and arbitration bodies is regulated by specific legislation.

Article 1 87

(Beginning of the labor dispute resolution process)

1. The process of resolving labor disputes begins with the communication and request for intervention, by one or both parties, from the body of their choice, for the purposes of conciliation, mediation or arbitration.
2. The communication referred to in the previous paragraph must be made in accordance with the procedures prescribed in this Law and in the specific regulations.
3. If the choice of the body has been made by one of the parties and the other does not agree, the appointment is made by deliberation of the Labor Mediation and Arbitration Commission.

Article 1 88

(Labor conciliation and mediation)

Conflicts emerging from labor relations can be submitted to labor conciliation and mediation before being referred to arbitration or labor courts, except in cases of precautionary measures.

Article 189

(Regime applicable to conciliation)

Conciliation is optional and follows the mediation regime, with the necessary adaptations.

SUBSECTION IV

Mediation

Article 190

(Mediation)

The request for mediation must indicate the disputed matter and provide the elements likely to help the mediator in resolving the conflict and the respective reasons.

Article 191

(Mediation process)

1. The mediation and arbitration body appoints, within three days following receipt of the request for its intervention, the mediator who must inform the parties of the date, time and place of mediation.
2. The mediation period must not exceed thirty days, counting from the date of the mediation request, unless the parties agree on a longer period.
3. In the case of a labor dispute, if there is an unjustified lack of attendance by the trade union body or the employer, at the mediation session, the mediator may extend the period set out in the previous paragraph for up to a maximum of thirty days.
4. If the party who requested mediation does not appear on the day of the mediation hearing without justifiable reason, the mediator must close the case, and if the other party is responsible for failing to appear, the mediator must officially refer the case to arbitration , with the defaulting party being obliged to pay a fine set by the mediation and arbitration center.
5. The mediator may request data and information deemed necessary from the parties or other competent entities, as well as make contact with the parties, jointly or separately, or use any other means appropriate to resolve the conflict.
6. If the parties reach consensus, the definitive text of the minutes is drawn up and communicated to the parties who sign it and in case of refusal to sign, the punitive measures provided for in paragraph 4 of this article apply.
7. If there is an impasse in resolving the labor dispute during the mediation period or if there is no resolution at the end of the same period, the mediator must issue a certificate of impasse.

SUBSECTION V

Labor arbitration

Article 192

(Types of arbitration)

1. Arbitration may be voluntary or mandatory.
2. Arbitration is voluntary whenever agreed by the parties.
3. Voluntary arbitration follows the regime of articles 194 to 197 of this Law and the specific legislation that regulates labor arbitration.
4. Arbitration is mandatory under the terms of the following article.

Article 193
(Mandatory arbitration)

1. When a public company or an employer whose activity is aimed at satisfying the essential needs of society is involved in the labor dispute, arbitration may be made mandatory, by decision of the Labor Mediation and Arbitration Commission, after hearing the minister responsible for the area of work.
2. Activities aimed at satisfying the essential needs of society are considered, namely those contained in paragraph 4 of article 104 of this Law.
3. The mandatory arbitration process follows, with the necessary adaptations , the regime of articles 195 et seq. of this Law.

Article 194
(Appointment of arbitrator or constitution of an arbitration committee)

1. The arbitration committee is made up of three members, each party designating its arbitrator and the third, who presides, being appointed by the labor mediation and arbitration body.
2. All labor mediation and arbitration centers must inform the Labor Mediation and Arbitration Commission about the matter in dispute, the beginning and end of the arbitration.
3. Managers, directors, administrators, representatives, consultants and employees of the employer involved in the dispute, as well as anyone who has a direct financial interest or related to any of the parties, must not be appointed as arbitrators.
4. The provisions of the previous number also apply to spouses or those living in a de facto union, relatives in a direct line or up to the third degree of the collateral line, relatives, adopters and adoptees of the aforementioned entities.

Article 195
(Arbitration process)

1. The parties may submit the disputed matter to arbitration if the conflict is not resolved during mediation.
2. If only one of the parties submits the disputed matter to arbitration, the other party must agree to submit to this means of extrajudicial resolution of the conflict.
3. Within five days following the request for arbitration, the conciliation, mediation and arbitration body appoints the arbitrator, who is president in cases of arbitration carried out by an arbitration committee, and communicates to the parties the date, time and place of the arbitration.

4. In cases of arbitration carried out by an arbitration committee, the mediation and arbitration body notifies the parties in conflict so that, within three days, each can appoint the arbitrator of their choice.
5. The arbitrator or arbitration committee must conduct the arbitration process as it deems appropriate to resolve the conflict fairly and quickly, taking into account its merit and the minimum required formalities.
6. Under the arbitrator's discretion, in determining the appropriate procedures, any of the parties to the conflict may produce evidence, call witnesses, ask questions and present the respective argument.
7. The parties to the dispute may be represented by the trade union body, employers' association or representatives.
8. The arbitrator or arbitration committee must render the arbitration decision, in writing, with the respective reasons, within thirty days counting from the last day of the hearing of the parties.
9. The arbitrator or arbitration committee sends a copy of the arbitration decision to each of the parties, as well as to the local conciliation, mediation and arbitration body and to the ministry that oversees the labor area, for deposit purposes, within the following fifteen days to making the decision.
10. The arbitrator or the arbitration committee may, ex officio or at the request of the parties, correct any material error contained in the decision rendered.

Article 196
(Technical support in arbitration)

1. The arbitration committee or arbitrator may request from the parties and competent state bodies or services the data and information it deems necessary for making a decision.
2. The costs of voluntary arbitration are borne by the parties under the terms and conditions agreed by them and, in the absence of agreement, in equal shares.
3. The arbitration committee or arbitrator shall not make a decision on the distribution of arbitration expenses, unless one of the parties or their representative has acted in bad faith.
4. The arbitration committee or arbitrator and the experts who assist it are subject to the duty of confidentiality regarding information received under confidentiality.

Article 197
(Arbitration decision)

1. The arbitration decision given under this Law is binding and must comply with current legislation and be deposited in accordance with the regulations of labor mediation and arbitration centers.

2. The arbitration decision produces the same effects as a court sentence and constitutes an enforceable title.
3. The arbitration decision may be appealed for annulment before the competent labor court.

SECTION VI I
Right to strike

SUBSECTION I
General provisions regarding the strike

Article 198
(Right to strike)

1. Strike constitutes a fundamental right of workers.
2. The right to strike is exercised by workers with a view to defending and promoting their legitimate socio-labor interests.

Article 199
(Notion of strike)

A strike is considered a collective and concerted abstention, in accordance with the law, from providing work with the aim of persuading the employer to satisfy a common and legitimate interest of the workers involved.

SUBSECTION II
General principles

Article 200
(Resort to strike)

1. The use of strikes is decided by the trade union bodies, after consulting the workers.
2. In companies or services where there is no trade union organization, the recourse to strike is decided in a general meeting of workers expressly called for this purpose by a minimum of twenty percent of the total number of workers in the company or sector of activity.
3. Workers must not resort to strike without first trying to resolve the collective conflict through alternative means of conflict resolution.
4. During the validity of collective regulation instruments, workers must not resort to strikes, except in the face of serious violations on the part of the employer and only after the means of resolving the conflict referred to in the previous paragraph have been exhausted.

Article 201

(Democraticity)

1. The general assembly of workers, referred to in paragraph 2 of the previous article, can only deliberate validly if at least two thirds of the company's or establishment's workers are present.
2. The decision to resort to strike is taken by the absolute majority of workers present.

Article 202

(Freedom to work)

1. Workers on strike must not prevent access to company facilities, nor resort to violence, coercion, intimidation or any other fraudulent maneuver in order to force other workers to join the strike.
2. The employer cannot force a worker in the midst of a strike to return to work, nor threaten him with any disciplinary sanction.

Article 203

(Prohibition of discrimination)

Any act aimed at dismissing, transferring or, in any way, harming a worker for joining a strike declared in accordance with the law is prohibited and considered null and void.

Article 2 04

(Representation of striking workers)

1. Workers on strike are, for all purposes, represented by the respective trade union body or by one or more workers elected by the general assembly under the terms of article 200 of this Law.
2. The entities referred to in the previous paragraph may delegate their powers of representation.

Article 205

(Duties of the parties during the strike)

1. During the strike, striking workers are obliged to ensure the minimum services essential for the safety and maintenance of the equipment and facilities of the company or service, so that, once the strike is over, they can resume their activity.
2. The determination of minimum services may be set out in collective labor regulation instruments and, in the absence of these, under the terms of the following number.

3. During the notice period, the trade union body and the employer, by agreement, must determine the minimum services and indicate the workers responsible for carrying them out.
4. In the absence of the agreement referred to in the previous paragraph, the determination of services and the appointment of workers to provide them is carried out under the mediation of the conciliation, mediation and arbitration bodies.
5. In companies or services intended to satisfy the essential needs of society, the regime of obligations during strikes is set out in article 208 of this Law.
6 . Without prejudice to the provisions of paragraph 2 of this article, union leaders cannot be appointed to provide minimum services.
7. For the purposes of the agreement to determine minimum services and appoint workers to perform them, the parties must act in accordance with the principles of good faith and proportionality.
8. The employer must not replace striking workers with other people who, at the date of the notice, did not work in the company or service.

Article 206
(Lockout ban)

1. Lock-out is prohibited.
2. A lock-out is considered to be any decision by the employer to close the company or services or suspend work that affects part or all of its sectors, with the intention of exerting pressure on workers, in order to maintain working conditions. existing ones or the establishment of less favorable ones.

Article 2 07
(Exceptional employer measures)

1. The employer may totally or partially suspend the company's activity for the duration of the strike, in view of the imperative need to safeguard the maintenance of the company's facilities and equipment or to guarantee the safety of workers and other people.
2. The taking of the measures referred to in the previous paragraph must be communicated to the ministry responsible for the work area within the following forty-eight hours.
3. The employer may, while the strike lasts, replace workers during the strike period, if legal formalities are not complied with.
4. For the purposes of the provisions of the previous paragraph, the employer must request an opinion from the ministry that oversees the labor area, to be issued within a period not exceeding forty-eight hours, on whether or not the legal formalities of the strike have been complied with.

SUBSECTION III
Special strike regimes

Article 2 08
(Strike in essential services and activities)

1. In services and activities intended to satisfy the essential needs of society, workers on strike are obliged to ensure, during the period in which the strike lasts, the provision of the minimum services essential to the satisfaction of those needs.
2. In the sectors covered by the regime of this article, the determination of minimum services must be included in a collective labor regulation instrument and, in the absence of this, it is up to the local bodies of the ministry that oversees the work area and the ministry that oversees the activity to be determined, after consulting the employer and the trade union body.
3. The leaders of the trade union organization cannot be appointed to provide the services referred to in the previous paragraphs, with the exception of the provisions of paragraph 2 of article 216 of this Law.
4. Services and activities intended to satisfy the essential needs of society are considered, those that cannot be interrupted, in accordance with paragraph 4 of article 104 of this Law.

Article 209
(Strike in free zones)

The strike in the free zones follows the provisions of the previous article.

SUBSECTION IV
Procedures, effects and effective exercise of the strike

Article 210
(Prior notice)

1. Before the start of the strike, the trade union organization must communicate, in writing, within a minimum period of five working days and within normal working hours, to the employer and the ministry responsible for the labor area.
2. In companies or services intended to satisfy the essential needs of society, the notice of strike is seven days.

3. The strike notice, accompanied by the respective statement of demands, must mention the sectors of activity covered by it, the day and time of the start of the strike, as well as the expected duration.

Article 211

(Conciliatory actions)

During the strike notice, the ministry responsible for the labor sector or conciliation, mediation and arbitration body, on its own initiative or at the request of the employer or trade union body, may carry out conciliatory actions that it deems appropriate.

Article 212

(Strike takes place)

1. After the notice period has elapsed and legal formalities have been completed, workers may go on strike, as long as they have ensured the provision of the minimum services, provided for in article 208 of this Law.
2. Conciliation and mediation bodies or local workplace administration bodies may promote conciliatory actions with a view to helping the parties reach an agreement.
3. The strike must be carried out in strict compliance with legal norms, with the use of violence against people and the destruction of property being prohibited.

Article 213

(Effects of the strike)

1. The strike suspends, with regard to workers who join it and for as long as it lasts, the relationships arising from the employment contract, namely the right to remuneration and the duty of subordination and attendance.
2. Without prejudice to the provisions of the previous paragraph, the strike does not suspend rights, duties and guarantees that do not depend on or imply the effective provision of work, namely social security matters, benefits due due to accidents or occupational illnesses and the duty of loyalty.
3. The suspensive effects of the strike do not apply, in relation to remuneration, in cases where there is a clear violation of the collective labor regulation instrument by the employer.
4. The suspensive effects of the strike also do not apply to workers who are providing minimum services.
5. During the period of suspension, the seniority of striking workers or the effects resulting from them will not be affected, except those that presuppose the effective performance of work.

Article 2 1

(Illegal strike)

1. A strike declared and carried out outside the law is considered illegal, particularly in cases of resorting to a strike prohibited by law, violating the procedures for calling it or using violence against people and property.
2. During the period of the illegal strike, the unjustified absence regime applies to striking workers, without prejudice to civil, misdemeanor and criminal liability that may apply to the case.

Article 215

(End of strike)

1. The strike ends at any time, by agreement of the parties, by decision of the trade union body, after consultation with workers, by decision of the arbitration body or at the end of the period set in the notice.
2. The decision referred to in the previous paragraph must be communicated immediately to the employer and the ministry responsible for the labor area.

Article 2 16

(Exceptional Government measures)

1. When, due to its duration, extent or characteristics, a strike in services and activities intended to satisfy the essential needs of society could have serious consequences for the life, health and safety of the population or a part of it, or cause a national crisis , the Government may exceptionally take measures it deems appropriate, including civil requisition.
2. The purpose of a civil request may be the individual or collective provision of work, the provision or temporary use of goods or equipment, public services, public companies and companies with mixed or private capital.

Article 2 17

(Content of the civil request)

1. The administrative act that enacts the civil requisition must indicate, in particular:
   a) its object and duration;
   b) the entity responsible for executing the civil request;
   c) the modality of intervention by the armed forces, when applicable, and the regime for providing the requested work;
   d) the management modalities of the requested companies, the remuneration of workers and compensation to individuals.
2. The general regime for civil requests must be set out in specific legislation.

Article 218
(Objectives of the civil request)

The public services or companies covered by the civil requisition maintain their management, maintain their respective social or economic activity and are obliged to carry out, with the means and resources available, activities that are intended to satisfy the essential needs of society, and that cannot be interrupted, under the terms of this Law .

CHAPTER VI
Hygiene, Health and Safety at Work

SECTION I
Health and safety at Work

Article 2 19
(General principles)

1. All workers have the right to work in hygienic, health and safety conditions, with the employer being responsible for creating and developing adequate means to protect their physical and mental integrity and to constantly improve working conditions.
2. The employer must provide its workers with good physical, environmental and moral working conditions, inform them about the risks of their workplace and instruct them on adequate compliance with hygiene and safety rules at work.
3. Workers must ensure their own safety and health and that of other people who may be affected by their acts and omissions at work, and must collaborate with their employer in matters of hygiene and safety at work, whether individually or through the occupational safety commission or other appropriate structures.
4. Any worker who negligently violates the rules of hygiene and safety at work incurs disciplinary liability under the terms of this law.
5. The disciplinary responsibility referred to in the previous paragraph must be graduated taking into account the risk that the worker created in the workplace **.**
6. The employer must take all appropriate precautions to ensure that all workstations, as well as their access and exits, are safe and free from risks to the safety and health of workers.
7. Whenever necessary, the employer must provide appropriate protective equipment and work clothing in order to prevent the risk of accidents or harmful effects on workers' health.

8. The employer and workers are obliged to comply punctually and rigorously with legal and regulatory standards, as well as the directives and instructions of the competent authorities in matters of hygiene and safety at work.
9. Failure by the employer to adopt hygiene and safety measures at work in activities with exceptional risk is classified as a serious labor offense and is punished by a fine and suspension of activity in accordance with specific regulations.
10. Within the limits of the law, companies can establish policies to prevent and combat HIV/AIDS and other endemic diseases **in** the workplace , and must respect, among others, the principle of worker consent for the purpose of seroprevalence tests .

Article 2 20

(Occupational safety committees)

1. Occupational safety committees may be set up in companies.
2. Occupational safety committees must include representatives of workers and the employer and their objective is to monitor compliance with occupational health and safety standards, investigate the causes of accidents and, in collaboration with the company's technical services, organize prevention methods and ensure hygiene in the workplace.
3. In activities that present exceptional risks of accidents or occupational illnesses, among others, civil construction, extractive, metallurgical, excavations, oil and gas, transport of explosives, electricity, production of toxic products, quarries, it is mandatory to create committees of safety at work.

Article 2 21

(Occupational Health and Safety Regulations)

1. General standards of hygiene and safety at work are set out in specific legislation, and special regimes may be established for each sector of economic or social activity through diplomas issued by the ministers who oversee the areas of work, health and the sector in question, representative trade union and employer associations were consulted.
2. Business associations and trade union organizations must, whenever possible, **establish** codes of good conduct regarding matters of hygiene and safety at work in their respective work area.
3. The General Labor Inspectorate is responsible for ensuring compliance with occupational hygiene and safety standards, and may request the collaboration of other competent government bodies, whenever it deems necessary.

SECTION II
Workers' health

Article 2 22
(Workplace health care)

1. Large employers are obliged to provide, directly or through a third party hired for this purpose, a service to provide first aid in the event of an accident, sudden illness, intoxication or indisposition.
2. The provisions of the previous paragraph are also applicable to employers who have a smaller workforce and whose activities represent exceptional risks of accidents at work.

Article 2 23
(Medical care organized by multiple employers)

The association of several employers is permitted to install and maintain a private health unit in operation, as long as the number of workers does not exceed the installed capacity and it is in a suitable location.

Article 2 24
(Medical exams)

1. The responsible doctors or those who replace them, in employers with private health units, must carry out regular examinations of the company's workers, in order to verify:
   a) whether the workers have the necessary health and physical strength conditions for the service stipulated in the contract;
   b) if any worker has an infectious disease that could endanger the health of other workers at the same employer;
   c) if any worker suffers from a mental illness that makes it inadvisable for him or her to be employed in the appropriate service.
2. The rules relating to medical examinations of workers in service and the respective records are defined in a joint diploma of the ministers who oversee the area of work and health.

SECTION III
Work accidents and occupational diseases

SUBSECTION I
Work accident concept

Article 2 25
(Notion)

1. Accident at work is an accident that occurs, at the place and during the time of work, as long as it causes, directly or indirectly, bodily injury, functional disturbance or illness in the subordinate worker resulting in death or reduction in working capacity or gain.
2. A work accident is also considered to occur if:
   a) when going to or returning from the workplace, when using means of transport provided by the employer, or when the accident is a consequence of particular danger on the normal route or other circumstances that have aggravated the risk of the same route;
   b) before or after the provision of work, as long as it is directly related to the preparation or end of that provision;
   c) when work is performed outside the place and time of normal work, it occurs while the worker executes orders or performs services under the direction and authority of the employer;
   d) in the execution of services, even if non-professional, outside the place and time of work, provided spontaneously by the worker to the employer that may result in economic benefit for the latter;
   e) Other activities organized by the employer.
   4. If the injury resulting from the work accident or occupational illness is not recognized immediately, it is up to the victim or legal beneficiaries to prove the causal link.

Article 2 26
(Mischaracterization of the work accident)

1. The employer is not obliged to compensate for accidents that:
   a) is intentionally caused by the victim himself;
   b) result from inexcusable negligence on the part of the victim, through an act or omission of express orders received from people to whom he or she is professionally subordinated or from acts of the victim that reduce the safety conditions established by the employer or required by the particular nature of the work;
   c) is a consequence of voluntary bodily harm, unless these are immediately related to another accident or the victim suffered them due to the nature of the duties they perform;
   d) arises from the deprivation of the victim's use of reason, whether permanent or occasional, except if the deprivation derives from the provision of work itself or, if the employer, knowing the victim's condition, consents to the provision;

e) arises from a case of force majeure, unless it constitutes a normal risk of the profession or occurs during the performance of a service expressly ordered by the employer, in conditions of obvious danger.

2. For the purposes of this subsection, a case of force majeure is understood to be that which, being due to unavoidable forces of nature, independent of human intervention, does not constitute a normal risk of the profession nor is it produced when performing a service expressly ordered by the employer under conditions of obvious danger.

SUBSECTION II
Professional diseases

Article 227
(Concept of occupational disease)

1. For the purposes of this Law, an occupational disease is considered to be any clinical situation that appears localized or generalized in the body, of a chemical, biological, physical and psychological nature that results from professional activity and is directly related to it.

2. Occupational diseases are considered to be, in particular, those resulting from:

a) poisoning of lead, its alloys or compounds, with direct consequences of this poisoning;
b) poisoning by mercury, its amalgams or compounds, with the direct consequences of this poisoning;
c) poisoning due to the action of pesticides, herbicides, dyes and harmful solvents;
d) intoxication due to the action of industrial dust, gases and vapors, considered as such, the internal combustion gases of refrigeration machines;
e) exposure of asbestos fibers or dust in the air or dust from asbestos-containing products;
f) poisoning due to the action of X-rays or radioactive substances;
g) carbunculous infections;
h) professional dermatoses.

3. The list of situations likely to give rise to occupational diseases listed in the previous paragraph is updated by diploma from the Minister of Health.

4. Industries or professions likely to cause occupational diseases are set out in specific regulations.

Article 2 28

(Occupational illness manifested after termination of the employment contract)

1. If the occupational disease manifests itself after the termination of the employment contract, the worker retains the right to assistance and compensation.
2. The burden is on the worker to prove the causal link between the work performed and the illness from which he or she suffers.

Article 2 29

(Prevention of work accidents and occupational diseases)

1. The employer is obliged to adopt effective measures to prevent accidents at work and occupational diseases and to investigate the respective causes and ways to overcome them, in close collaboration with the occupational safety committees set up in the company.
2. The employer, in collaboration with the unions, must inform the competent labor administration body about the nature of work accidents or occupational illnesses, their causes and consequences, immediately after carrying out investigations and recording them.

Article 230

(Duty to report a work accident or occupational illness)

1. The occurrence of any accident at work or occupational illness, as well as its consequences, must be reported to the employer by the worker or an intermediary.
2. Health institutions are obliged to report to the labor courts the death of any injured worker and, in the same way, to report to the person in their care.

Article 2 31

(Duty of assistance)

1. In the event of an accident at work or occupational illness, the employer must provide the injured or sick worker with first aid and transport him to a medical center or hospital where he can be treated.
2. The injured worker has the right to medical and medication assistance and other necessary care, as well as the normal supply and renewal of prosthetic and orthopedic devices, according to the nature of the injury suffered, at the expense of the employer or accident insurance institutions or occupational diseases.
3. The employer is responsible for the costs of transport, accommodation and food, inside or outside the country of the injured worker's companion.

4. In order to meet unforeseen needs, due to their condition, the injured worker may, at their request, benefit from an advance of the amount corresponding to one month's compensation or pension.
5. The employer bears the costs resulting from the funeral of the injured worker.

Article 2 32

(Right to repair)

1. Every employee has the right to compensation in the event of an accident at work or occupational illness, except when resulting from drunkenness, drug addiction or voluntary intoxication of the victim.
2. The right to compensation, due to an accident at work or occupational illness, presupposes an effort by the employer to occupy the injured worker in a job compatible with his residual capacity.
3. If it is impossible to classify the worker under the terms described in the previous paragraph, the employer may terminate the contract and in this case must compensate the worker in accordance with article 138 of this Law.
4. The pathological predisposition of the victim, to be regulated in specific legislation, does not exclude the right to compensation, if it is known to the employer.

Article 233

(Determination of residual capacity)

1. To determine the new working capacity of the injured worker, consideration is given, in particular, to the nature and severity of the injury or illness, the profession, age of the victim, the degree of possibility of readaptation to the same or another profession, and all other circumstances that may influence the determination of the reduction of their real working capacity.
2. The criteria and rules for assessing physical impairment and incapacity due to an accident at work or occupational illness are set out in the specific table published in a specific diploma.

Article 2 34

(Collective insurance for professional risk)

The employer must have collective insurance for its employees to cover their work accidents and occupational illnesses.

Article 2 35

(Pensions and compensation)

1. When an accident at work or occupational illness causes inability to work, the worker has the right to:
   a) a pension in the case of absolute or partial permanent disability;

b) compensation in the case of absolute or partial temporary incapacity.

2. Additional compensation is granted to victims of an accident at work or occupational illness resulting in incapacity and who require constant assistance from another person.

3. If an accident at work or occupational illness results in the worker's death, there is a survivor's pension.

4. In cases of absolute permanent incapacity, the pension paid to the injured worker must never be less than the retirement pension to which he or she would be entitled based on age limits.

5. The legal regime for pensions and compensation is regulated in accordance with specific legislation.

Article 2 36

(Pension and compensation due date)

1. Pensions for permanent incapacity begin to fall due on the day following discharge and compensation for temporary incapacity on the day following the accident.

2. Death pensions become due on the day following the death.

3. Any interested party may request a review of the pension due to permanent incapacity, alleging a change in that incapacity, provided that more than six months and less than five years have elapsed since the date the pension was set or the last review was made.

Article 2 37

(Loss of right to compensation)

Sufficient reasons for the loss of the right to compensation are acts carried out by any injured worker who:

a) voluntarily aggravate your injury or, through your manifest negligence, contribute to its worsening;
b) fail to comply with the attending physician's prescriptions or fail to use the professional readaptation services made available to them;
c) have any entity other than the attending physician intervene in the treatment;
d) not present yourself to the doctor or the treatment prescribed for you.

Article 2 38

(Prescription of the right to compensation)

1. The right to claim compensation for an accident at work or occupational disease expires, if not required, within a period of one year from the date of clinical discharge formally communicated to the victim, or the date of the accident, if it causes death or determines absolute or partial permanent disability.

2. Installments established by court decision, or by agreement of the parties, whether due or falling due, expire within a period of three years from the date of their due date. If no payment has been made, the deadline starts from the final judgment of the sentence or from the ratification of the parties' agreement.
3. The limitation period does not begin or run if the employer, having not transferred his responsibility to an insurance company, keeps the victim in his service after the accident and for as long as he retains him.
4. The prescription is interrupted if the victim accepts from the responsible entity any payment in cash or in kind, in exchange for what was legally owed to him.

CHAPTER VII
JOB

SECTION I
Job

Article 239
(Public employment service)

To implement employment policy measures, the State carries out its activities in the areas of organizing the employment market, with a view to placing workers in jobs suited to their professional qualifications and the demands of employers, through studies of developments employment, information, guidance and professional training programs and the operation of public and free placement services.

Article 240
(Employment promotion measures)

The following constitute employment promotion measures:
a) the preparation and execution of development plans and programs, involving all State bodies and in collaboration with social partners, in articulated and coordinated activities in the areas of creation, maintenance and recovery of jobs;
b) support for the viability of individual and collective initiatives aimed at creating employment and work opportunities, as well as promoting investments that generate employment in the various sectors of economic and social activity;
c) incentives for the professional and geographic mobility of workers and their families to the extent appropriate to the balance between job supply and

demand and depending on the application of sectoral and regional investments for the social promotion of socio-professional groups;
d) the definition of information and professional guidance programs for young people and workers, aiming to empower citizens and communities to freely choose their profession and type of work, according to their individual capabilities and the requirements of the country's development;
e) the development of cooperation activities with other countries in the field of migratory work;
f) the organization of public and free placement services;
g) regulation, licensing, supervision and inspection of private worker placement activities .

SECTION II
Promotion of employment for young people

Article 241
(Youth contractual regime)

1. With a view to promoting employment, the freedom to use the fixed-term employment contract for young recent graduates is enshrined.
2. Fixed-term employment contracts signed with job candidates may be freely renewed but may not exceed the maximum limit of eight years of consecutive work with the same employer under this regime, except in the cases provided for in article 42 of this Law.

Article 242
(Mandatory retirement regime)

The mandatory reform, provided for in paragraph 2 of article 135 of this Law, aims to promote the release of vacancies for young candidates.

Article 243
(Pre-professional internships)

1. The Government promotes employability by promoting pre-professional internships.
2. Employers who receive final year students, at any level of education, on a pre-professional internship basis, with remuneration, enjoy tax benefits, established in specific legislation.
3. The employer may enter into agreements with educational establishments to carry out unpaid pre-professional internships.
4. The pre-professional internship counts towards professional experience.
5. The legal regime for pre-professional internships is set out in specific legislation.

CHAPTER VIII
Professional qualification

SECTION I
Professional qualification of the workers

Article 244
(Right to professional training)

1. Workers have the right to access professional training to improve their technical skills, technological updating and professional requalification, with the State and employers being responsible for ensuring and providing training offers for the benefit of workers.
2. The purpose of training, improvement, recycling and professional retraining of workers, especially young people, is to enable the acquisition of knowledge, skills and attitudes in order to facilitate their access to new technologies and higher professional levels, with a view to personal fulfillment and the promotion of the country's economic, social and technological development.

3. Professional training for active workers is provided by their respective employers.

Article 245
(**Objectives of professional training for workers**)

1. Professional Training for Workers has the following objectives:

a) promote workers' access to training opportunities aimed at improving their technical skills and development prospects in their professional careers;

b) encourage employers to develop training activities for workers that respond to the needs of their companies;

c) promote increased productivity and competitiveness of companies and their workers.

Article 246
(Professional training and guidance)

1. Reinforcing **workers' professional training** presupposes the adoption of measures aimed, in particular:

a) encourage the coordination of professional training;

b) encourage the development of training offers with curricular plans aligned with the real needs of companies;

c) boost worker training, provided by employers;

e) prevent the emergence of unemployment as a result of technological development.

2. Professional guidance, to be carried out in collaboration with the structures of the education system, covers the areas of information on the content, perspectives, promotion possibilities and working conditions of different professions, as well as on the choice of a profession and its respective professional qualification.

Article 247
(Training of active workers)

1. Active workers have the right to professional training courses, in accordance with the employer's needs.

2. For the purposes of the provisions of the previous article, the employer organizes and structures annual professional training plans in the company and may be entitled to a certificate, aiming to:

a) stimulate increased productivity and the quality of services provided through the professional development of its workers;

b) increase the professional qualifications of its workers, as well as updating their knowledge with a view to their personal development;

c) allow workers to progress in their professional career;

d) prepare workers for technological development in the company;

e) facilitate the continuation of studies for workers who wish to attend professional courses outside the company without interfering with their working hours.

Article 248
(Learning)

1. Within the scope of professional training, the employer may admit apprentices to work related to the professional specialty to which the apprenticeship refers, which must allow them access to the respective professional career.
2. For the purposes of the previous paragraph, apprenticeships have a variable duration depending on the uses relating to the profession.
3. Minors under the age of twelve may not be admitted to establishments or companies for learning purposes.

Article 249
(Learning contract)

1. An apprenticeship contract is one by which an establishment or company undertakes to ensure, in collaboration with other institutions, the professional training of the apprentice, with the latter being obliged to carry out the tasks inherent to that training.
2. The learning contract is subject to written form and must contain the identification of the contracting parties, the content and duration of the learning, the time and place at which the learning is provided and the amount of the training grant, as well as the conditions for termination of the contract.
3. Employment contracts may be signed with apprentices that enable them to practice their profession at the service of the entities that provided the apprenticeship.
4. The regulatory standards for learning each profession or group of professions are defined upon proposal from interested entities, by diploma from the minister responsible for the area of Labor.
5. The apprenticeship contract does not confer the status of worker and the apprentice's rights and duties are regulated by specific legislation.

SECTION II
Professional assessment of workers

Article 250
(Concept and purposes)

1. Assessment is the verification, according to previously established rules, of the aptitude and qualification requirements that the worker must have to perform certain functions.
2. The purpose of the assessment is to ensure that jobs are occupied by workers who meet the appropriate conditions and to contribute to salary planning.
3. Assessment takes place in the following cases:

a) when it is necessary to fill vacant jobs;

b) when it is intended to investigate the reasons for a worker's low performance;

c) at the request of the worker;

d) by decision of the labor court;

e) by decision of the management of the company or establishment, or upon proposal from the competent trade union body.

4. Companies or establishments, where conditions permit, may set up evaluation committees for their employees.

Article 251
(Worker promotion)

1. Promotion is considered to be the transfer of a worker to a category corresponding to functions of greater complexity, demands, degree of responsibility and salary.
2. When promoting workers, in addition to their qualifications, knowledge and abilities, account must be taken of the attitude demonstrated towards work, the effort to promote professional development, disciplinary conduct, experience and seniority in the role.
3. The promotion must be registered in the employee's individual file and added to their employment contract.
4. The employer must disclose to workers the company or establishment's staff, as well as the conditions of access and promotion on the basis of which professional training and retraining activities are promoted.

Article 252
(Work register booklet)

The professional qualifications recognized for workers are registered in a professional card, the regime of which is set out in specific legislation or in the statutes of professional associations.

Article 253
(Professional qualifications)

The professional qualifications conferred by professional training courses are established by the competent body and awarded by the respective training institutions.

Article 254
(Worker guarantees)

When the functions performed by the worker do not correspond to their qualifications, the labor court or the mediation and arbitration body, ex officio or at the request of the worker, notifies the employer about the job position compatible with those qualifications.

Article 2 55
(Hiring retired people)

1. The worker has the right to retirement in accordance with specific legislation.
2. Companies are exceptionally allowed to hire experienced retirees based on the need to pass on professional experience to young workers, as long as they comply with tax obligations.
3. Retired employees can only be hired for a maximum period of 5 years, renewable once, except in cases where the employee is also a shareholder or partner in the company.

CHAPTER IX
Social Security

Article 2 56
(Social security system)

1.All workers have the right to social security, tailored to the conditions and financial possibilities for the development of the national economy.
2. The social security system comprises several branches, the system's managing entity and covers the entire national territory.
3. Mozambican workers in the diaspora may join the applicable Mozambican social security system.

Article 2 57
(Objectives of the social security system)

The social security system aims to guarantee the material subsistence and social stability of workers in situations of lack or reduced capacity for work and in old age, as well as the survival of their dependents, in the event of death.

Article 2 58

(Applicable regime)

The matter of social security is regulated by specific legislation.

CHAPTER X
Inspection and misdemeanors

SECTION I
Oversight

Article 2 59

(Control of labor legality)

1. Control of labor legality is carried out by the General Labor Inspectorate, which is responsible for monitoring compliance with the duties of employers and workers.
2. In carrying out its activity, the General Labor Inspectorate must prioritize the education of employers and workers in voluntary compliance with labor standards, without prejudice, when necessary, to the prevention and repression of their violation.
3. Agents of the General Labor Inspectorate have free access to all establishments subject to their supervision, and employers must provide them with the necessary elements to carry out their duties.
4. The rights, duties and other legal prerogatives conferred on labor inspectors are set out in a specific diploma.
5. All administrative and police services and authorities must cooperate with agents from the General Labor Inspectorate in carrying out their functions.

Article 2 60

(Competences of the General Labor Inspectorate)

1. The General Labor Inspectorate is responsible for monitoring and ensuring compliance with this Law and other legal provisions that regulate aspects of working life, and reporting to the competent state bodies violations relating to standards whose compliance is not its responsibility to monitor.
2. In the event of imminent danger to the life or physical integrity of workers, agents of the General Labor Inspectorate may take immediate measures to prevent this danger, submitting the decision taken for superior confirmation within twenty-four hours .

Article 2 61

(Scope of action)

The General Labor Inspectorate carries out its activities throughout the national territory and in all areas of activity subject to its supervision, in public, private and cooperative companies, as well as in economic and social organizations, national and foreign, that employ - salaried labor.

Article 2 62

(Professional ethics and confidentiality)

1. Agents of the General Labor Inspectorate are obliged, under penalty of dismissal and without prejudice to the application of sanctions under criminal law, to maintain professional secrecy and may not, under any circumstances, reveal manufacturing, cultivation or trade secrets nor, in general, any processes of economic exploitation that they may be aware of in the performance of their duties.
2. All sources of reporting of facts that constitute infringements of legal or contractual provisions, or that indicate installation defects, are considered strictly confidential, and personnel working at the General Labor Inspectorate cannot reveal that the inspection visit is a consequence of complaint.
3. Agents of the General Labor Inspectorate may not have any direct or indirect interest in companies or establishments subject to their supervision.
4. Agents of the General Labor Inspectorate, in the exercise of their functions or because of them, are prohibited from receiving donations offered by employers and workers.

SECTION II

Misdemeanors

Article 2 63

(Concept)

For the purposes of this Law, a misdemeanor is any violation or non-compliance with labor law standards contained in laws, collective labor regulation instruments, regulations and Government determinations, particularly in the areas of employment, professional training, wages, hygiene, safety and health of workers and social security.

Article 2 64

(Negligence)

Negligence in labor offenses is punishable.

Article 2 65

(Warning notice)

Before applying the fine and whenever infractions are found for which it is considered preferable to establish a deadline for their repair, agents from the General Labor Inspectorate may issue a warning against the offenders.

Article 2 66

(News report)

1. Agents of the General Labor Inspectorate raise reports when, in the exercise of their duties, they verify and prove, personally and directly, any infractions to the rules whose inspection they are responsible for carrying out.
2. The effectiveness of the notice and its value depend on its confirmation by the competent hierarchical superior.
3. After confirmation, the notice cannot be annulled, suspended or declared ineffective, continuing its procedures with the force of corpus delicti, unless subsequent verification of irremediable irregularity or non-existence of the infraction, ascertained following the complaint presented by the defendant , within the period granted for voluntary payment.

SECTION III

Sanctioning regime

Article 2 67

(General sanctions)

1. For violation of the rules established in this Law and other labor legislation, fines are imposed, the amounts of which are calculated in the following terms:
   a) when the violation concerns a generality of workers, the amount of the fine to be applied is, depending on its severity, five to ten minimum wages;
   b) whenever another higher value does not result from the application of specific sanctions, violation of any legal and labor standards is punished with a fine of three to ten minimum wages for each worker covered.
2. The successive commission of an identical contravention, within a period of one year counting from the date of notification of the notice corresponding to the last contravention, constitutes an aggravated transgression, with the applicable fines being increased to double their minimum and maximum.

3. The employer may complain to the hierarchical superior about the grading of the fine applied.
4. The hierarchical superior of the General Labor Inspectorate agent is responsible ~~for~~ grading up to the maximum limit of the fine.
5. Refusal to notify constitutes a crime of disobedience punishable under the terms of the law.
For the purposes of this article, the minimum wage is considered to be whatever is in force for each branch of activity on the date the infraction was verified.

Article 268
(Special sanctions)

1. Failure to comply with the provisions of articles 1 3 , regarding the special rights of working women, 20 5 on duties of the parties during strike and 2 10 , regarding prior notice is punished with a fine, which varies from twenty to thirty minimum wages for the sector of activity .
2. Without prejudice to the provisions of paragraph 2 of article 205 , the appointment of union leaders to provide minimum services is punishable by a fine, which varies from ten to thirty minimum wages for each sector of activity .
3. Violation of the provisions of article 29 , relating to the minimum age for admission to work, is punishable by a fine that varies between 30 and 40 minimum wages for each sector of activity.
4. Failure to comply with the provisions of paragraph 6 of article 20 5 and paragraph 3 of article 20 8 is punished with a fine whose amount varies from two to ten minimum wages for each sector of activity.
5. Violation of the provisions of paragraph 1 of article 20 5 and paragraph 3 of article 21 2 , final part , constitutes infringement discipline and do strike workers incur civil and criminal liability, in accordance with general law.
6. The employer who violates the provisions us paragraphs 1 and 2 of article 20 6 of this Law, compensates workers 6 times the salary for the time during which the lock-out lasted , without prejudice to the fine imposed on them . responsible for the infraction committed .
7. Failure to comply with the provisions of paragraph 3 of article 2 20 constitutes infraction and is punishable by fine the amount of which varies between 1 and 5 minimum wages for the sector of activity.
8. The minimum and maximum limits of the fine provided for in the previous paragraph will be increased to ten, whenever occupational safety committees are not set up, in the cases required by law or regulation collective work if they do not have been constituted after notification from the General Labor Inspectorate .
9. Failure to channel the amounts retained in accordance with the provisions of paragraph 6 of article 152 constitutes an offense and is punishable by a

fine whose amount varies between 1 and 5 minimum wages in the sector of activity.
10. Failure to comply with the provisions of the legal regulations on the regime for hiring foreign labor in Mozambique is punishable by suspension and a fine of five to ten monthly salaries earned by the foreign worker in respect of whom the infraction occurs.
11. The failure of employers or their representatives to appear at the services of the General Labor Inspectorate, without justifiable reason, when notified to be heard in statements, provide information, deliver or display documents, due to having determined Any fact that requires such a procedure constitutes an offense punishable by a fine of five to ten minimum wages.
12. The fine sanction provided for in the previous paragraph is also applicable in the case of the unjustified failure to appear in accordance with the notification made by the labor mediation services following a request from the interested worker.

CHAPTER X I
Final dispositions

Article 2 69
(Regulation)

1. The specific regulations referred to in article 4 of this law are drawn up or revised within 2 years, counting from the date of entry into force of this Law.
2. The Council of Ministers is responsible for regulating the different matters of this Law.

Article 2 70
(Transitional standard)

1. This Law is not applicable to facts constituted or initiated before its entry into force, namely those relating to the probationary period, holidays, expiry periods and prescription of rights and procedures, as well as formalities for the application of disciplinary sanctions and termination of the employment contract.
2. For the purposes of compensation, the termination of employment contracts concluded under Law No. 8/98, of 20 July, for workers whose salaries, including seniority bonuses, fall between one and seven minimum wages, is subject to the compensation regime provided for in the aforementioned Law, until October 30, 2023, subsequently moving to the regime provided for in this Law.
3. For the purposes of concluding new employment contracts, the provisions of paragraph 3 of article 42 of this Law shall apply to already established

small and medium-sized companies, during the first eight years of its validity.

Article 2 71
(Acquired rights)

Except as provided in the previous article, the rights acquired by the worker on the date of entry into force of this Law are safeguarded.

Article 2 72
(Repealing rule)

Law No. 23/2007, of 1 August, is revoked.

Article 273
(Implementation)

This Law comes into force 180 days after its publication.

Approved by the Assembly of the Republic on 202 3.

THE PRESIDENT OF THE ASSEMBLY OF THE REPUBLIC

HOPE LAURINDA FRANCISCO NHIUANE BIAS

Enacted in 2020 3.

Get published.

THE PRESIDENT OF THE REPUBLIC

FILIPE JACINTO NYUSI