

LABOR LAW

Law No. 13/2023 of 25 August



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CHAPTER I – GENERAL PROVISIONS

Subject, Scope, Special Regimes and Definitions

ARTICLE 1 – (Purpose)

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

Article 2 – (Scope)

1. This Law applies to the legal relations of subordinate employment established between employer and employee, national and foreigner of all branches of activity, who carry out their activity in the country.
2. This Law shall also apply to legal employment relationships established between legal persons governed by public law and their employees, who are not State employees or whose relationship is not regulated by specific legislation.
3. This Law shall also apply, mutatis mutandis, to associations, non-governmental organisations, the cooperative sector, with regard to salaried workers, diplomatic and consular missions in relation to employees.
4. The following are regulated by specific legislation:
 - a) the legal labor relations of the State employee and agent;
 - b) the legal employment relationships of the person at the service of the decentralised entities.

Article 3 – (Special Regimes)

1. The following types of work shall be governed by special legislation:
 - a) artistic;
 - b) sports;
 - c) domestic;
 - d) at home;
 - e) seafaring;
 - f) miner;
 - g) fishing;
 - h) petroleum;
 - i) dock;
 - j) rural;
 - k) private security.
2. The following types of work shall be governed by special legislation:
 - a) agreement;
 - b) contract;

- c) intermittent;
- (d) the book regime;
- e) seasonal;
- f) telework;
- g) private employment agency.

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

Article 4 – (Definitions)

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

SECTION II – General principles

Subsection I – Key principles

Article 5 – (Principles and interpretation of Labor Law)

1. The interpretation and application of the provisions of this Law shall comply, among others, with the principle of the right to work, stability in employment and employment, change of circumstances and non-discrimination on the grounds of colour, race, sex, ethnic origin, place of birth, religion, social position and political choice.
2. Whenever there is a contradiction between a provision of this Law or other diplomas that regulate relations of work, the content that results from the interpretation that conforms to the principles defined herein prevails.
3. The culpable violation of any principle defined in this Law renders null and void the legal act carried out in these circumstances, without prejudice to the civil and criminal liability of the offender.

Subsection II – Protection of the dignity of the worker

Article 6 – (Right to work)

1. All citizens have the right to freely chosen work, with equal opportunities, without discrimination of any kind, having as basic principles the individual's professional capacity and aptitude in choosing the profession or type of work.
2. The right to work is linked to the duty to work, without prejudice to the limitations arising from the reduction of the capacity to work due to occupational or common disease 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. Compulsory work is prohibited, except for work carried out within the framework of criminal law.

Article 7 – (Personality rights)

1. The employer undertakes to respect 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 refers to the access and disclosure of aspects related to the employee's intimate and personal life, such as family, affective, sexual life, state of health, political and religious beliefs.
4. The exercise of the rights and freedoms referred to in this Article shall be based on respect for the constitutional order and the dignity of the human person.

Article 8 – (Protection of personal data)

1. The employer may not require the employee, at the time of employment or during the performance 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 so require by virtue of the law or the custom of each profession, and it is provided in advance in writing, the respective reasoning.
2. The use of files and computer access to the personal data of the jobseeker or worker shall be regulated by specific legislation.
3. The employee's personal data, obtained by the employer subject to confidentiality, as well as any information the disclosure of which violates the employer's privacy, may not be provided to third parties without his express consent, unless legal reasons so require.

Article 9 – (Medical tests and examinations)

1. The employer may, for the purposes of hiring or performing the contract, require the job applicant or employee to carry out or present a medical test or examination, to prove his physical or mental condition, unless otherwise provided by law.
2. The doctor responsible for the medical tests or examinations may not communicate to the employer any information other than that concerning the ability or lack of the employer to work.
3. It is forbidden to carry out medical tests and examinations on the jobseeker or worker to ascertain his or her 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, for the purpose of monitoring the worker's professional performance.
2. The provisions of paragraph 1 of this article do not cover situations that are intended for the protection and safety of persons and property, 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 employee, in writing, of the existence and purpose of such means, these being valid as a means of proof.
3. All evidence acquired in violation of the provisions of paragraphs 1 and 2 of this article shall be null and void.

Article 11 – (Right to confidentiality of correspondence)

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

Subsection III – Protection of maternity and paternity

Article 12 – (Protection of maternity and paternity)

2. The working mother, the father, the guardian or foster care shall be guaranteed special rights related to maternity, paternity and the care of children, guardians and foster care in their childhood.
3. The exercise of the rights provided for in this subsection by pregnant workers, workers who have recently given birth and are breastfeeding depends on the employer being informed of their condition, and the employer may request the means to prove the same.
4. For the purposes of the enjoyment of the rights of this subsection, the following shall be considered:
 - a) pregnant worker - any worker who informs, in writing, to the employer of her state of pregnancy;
 - b) worker who has recently given birth - any worker who has given birth and for a period of 90 days immediately following childbirth, provided that she informs the employer of her condition in writing;
 - c) breastfeeding worker - any worker who breastfeeds her child and informs the employer of her condition, in writing.

Article 13 – (Special rights of working women)

1. The following rights are guaranteed to the worker during pregnancy and after childbirth:
 - a) not to perform, without a reduction in remuneration, work that is clinically inadvisable for her state of pregnancy;
 - b) not to perform night, exceptional or overtime work, or to be transferred from the usual place of work, from the third month of pregnancy, except at their request or if this is necessary for their health or that of the unborn child;
 - c) interrupt the daily work for breastfeeding the child, in two periods of half an hour, or in a period of one hour, in the case of continuous working hours, without loss of remuneration, up to a maximum of one year after the end of the maternity leave;
 - d) Not to terminate the employment contract, with the exception of expiry and dismissal, during pregnancy, until one year after the end of the leave.
2. An employer shall be prohibited from engaging women in jobs which are detrimental to their health or reproductive function.
3. Working women must be respected and any act against their dignity is punishable by law.

4. Any worker who in the workplace commits acts that violate the dignity of a working woman shall be subject to disciplinary proceedings.

5. It is forbidden for the employer to dismiss, apply sanctions or in any way harm the working woman due to discrimination or exclusion.

Article 14 – (Maternity leave)

1. The worker shall be entitled, in addition to normal leave, to maternity leave of 90 consecutive days, which may begin 20 days before the probable date of confinement.

2. The 90-day leave referred to in paragraph 1 of this Article shall also apply to cases of full-term or premature birth, regardless of whether it was a live or stillbirth.

3. Maternity leave shall be suspended in the event of hospitalization of the mother or child.

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

5. The remuneration of a worker who is on maternity leave shall be regulated by the compulsory social security scheme.

Article 15 – (Paternity leave)

1. The worker shall be entitled to a seven-day paternity leave which shall begin on the day following the birth of the child.

2. The employee may not access paternity leave for a period of one year and six months after the previous leave taken.

3. Paternity leave shall be granted for 60 days in cases of death or incapacity of the mother, when proven by a competent health authority.

4. Spouses who work for the same employer, even if in different establishments, may be granted

the right to commute maternity or paternity leave, in the interest of work.

5. The employer shall be informed in writing of the paternity leave.

CHAPTER II – SOURCES OF LABOR LAW

Article 16 – (Sources of Labor Law)

1. The sources of Labour Law are the Constitution of the Republic, normative acts issued by the Assembly of the Republic and the Government, international treaties and conventions ratified by Mozambique and collective labour regulation instruments.
2. Internal regulations, the employment contract, the labour uses and customs of each profession, sector of activity or company, which are not contrary to the law and the principle of good faith, are also sources of Labour Law, unless the subjects of the individual or collective labour relationship agree that they are inapplicable.

Article 17 – (Codes of conduct)

1. The provisions of paragraph 1 of article 16 of this Law shall not prevent the subjects of the employment relationship from establishing codes of conduct.
2. Codes of conduct are a source of law.

Article 18 – (Collective labour regulation instruments)

1. Collective labour regulation instruments are negotiated and not negotiable.
2. The following are instruments of collective bargaining regulation:
 - (a) the collective agreement;
 - b) the accession agreement;
 - c) the voluntary arbitration award.
3. Collective agreements may be constituted in the form of:
 - a) Company agreement - when signed by a trade union organization or association and a single employer for a single company;
 - b) collective agreement - when granted by a trade union organization or association and a plurality of employers for several companies
 - c) collective agreement - when entered into between trade unions and employers' associations.
4. The accession agreement corresponds to the adoption, in whole or in part, of a collective labour regulation instrument in force in the undertaking, by means of the signature of the agreement by both parties to the collective labour relationship.
5. A voluntary arbitration award is a determination made by an arbitrator or arbitrators, which binds the parties to a conflict arising from an employment relationship.
6. The instrument of collective regulation of non-negotiable labour is the mandatory arbitration award.

Article 19 – (Hierarchy of sources of Labor Law)

1. Higher sources of law shall always prevail over hierarchically lower sources, except when the latter, without opposition from the former, establish more favourable treatment for the employee.
2. When any provision of this Law establishes that it may be set aside by a collective

labour regulation instrument, it does not mean that it may be removed by a clause in an individual employment contract.

3. Higher sources may be removed by an employment contract, when the latter, without opposition from the former, brings a more favorable treatment to the employee.

4. In competition between collective labour regulation instruments, the company agreement shall prevail over the collective agreement and the latter over the collective agreement, unless the collective agreement or the collective agreement treats the employee more favourably.

5. A binding arbitration award on a given matter excludes the application of any other collective labour regulation instrument on the same matter.

Article 20 – (Principle of the most favorable treatment)

1. The non-mandatory norms of this Law may only be set aside by collective labour regulation instrument and by employment contract, when the latter establishes more favourable conditions for the worker.

2. The provisions of paragraph 1 of this article shall 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 – (Concept of employment contract)

An employment contract is understood to be the agreement by which a person, an employee, undertakes to provide his activity to another person, employer, under the authority and direction of the latter, for remuneration.

Article 22 – (Presumption of the legal employment relationship)

1. An employment relationship is the set of conducts, rights and duties established between the employer and the employee, related to the work activity or activity performed, or that must be provided, and the way in which this provision must be performed.
2. The legal employment relationship shall be presumed to exist whenever the employee is engaged in remunerated activity, with the knowledge and without opposition of the employer, or when the employer is in a situation of economic subordination to the employer.
3. For the purposes of paragraph 2 of this Article, economic subordination shall mean a situation in which the person providing the activity depends on the income obtained from the recipient of the benefit for his or her subsistence.
4. The legal employment relationship referred to in paragraph 2 of this article shall be presumed to have been established for an indefinite period.

Article 23 – (Contracts equivalent to employment contracts)

1. Contracts equivalent to an employment contract are contracts for the provision of services which, although carried out autonomously, place the provider in a situation of economic subordination to the employer.
2. Contracts for the provision of services entered into for the performance of activities corresponding to those of vacancies in the company's staff shall be converted into employment contracts.

Article 24 – (Work in a free regime and under a retainer regime)

1. The employer may have, outside its staff, workers under a free and retainer regime.
2. Work under the free regime is an activity or task that does not fulfill the normal working period, but is carried out within it.
3. Work under a retainer regime 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 – (Type of employers)

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

- a) micro employer - one that employs up to 10 workers;
 - b) small employer - the one that employs 11 to 30 workers;
 - c) medium employer - one that employs 30 and one up to 100 workers;
 - d) large employer - one that employs more than 100 workers.
2. The number of employees referred to in paragraph 1 of this article shall correspond to the average number of employees in the current calendar year.
3. In the first year of activity, the number of employees is considered to be the day on which the activity began.

Article 26 – (Plurality of employers)

1. The employee may enter into a single contract, undertake to provide work to several employers, provided that there is a corporate, control or group relationship between them, or that they maintain a common organisational structure between them.
2. For the application of the provisions of paragraph 1 of this article, the following requirements shall be met cumulatively:
- a) the employment contract must include in writing an indication of the activity to which the employee is obligated, the place and the normal period of work;
 - b) the identification of all employers;
 - c) the identification of the employer who represents the others in the fulfillment of duties and in the exercise of the rights arising from the employment contract.
3. The employers benefiting from the provision of work shall be jointly and severally liable for the fulfilment of the obligations arising from the employment contract entered into under the terms of the preceding paragraphs.
4. The employee has the prerogative to choose the employer of preference.
5. An employee in a situation of multiple employers is subject to the directive power of all employers.
6. The plurality of employers for foreign workers is allowed under the conditions defined by a specific diploma by the Government.

Article 27 – (Pluriemployment)

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

Article 28 – (Ability to work)

1. The capacity to enter into 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. An employment contract entered into in disobedience to the regime established by this article shall be considered null and void.

Article 29 – (Admission to work)

1. The minimum age for admission to work is 18 years.
2. Exceptionally, the employer may admit to work a minor who has completed 15 years of age, with the authorization of his legal representative.
3. In accordance with paragraph 2 of this Article, the employer shall not engage a minor under the age of 18 in unhealthy, dangerous or physically exertionary tasks defined by the competent authorities after consultation with trade unions and employers' organisations.
4. The normal working hours of a minor aged between 15 and 18 years shall not exceed 25 hours per week and five hours per day.
5. By specific diploma, the Council of Ministers defines the nature and conditions under which the provision of work may be carried out by minors aged between 15 and 18 years.

Subsection I – Disabled worker

Article 30 – (Disabled worker)

1. The employer shall promote the adoption of appropriate measures so that workers with disabilities or chronic diseases enjoy the same rights and comply with the same duties as other workers with regard to access to employment, vocational training and promotion, as well as working conditions appropriate to the exercise of socially useful activity.
2. The State, in coordination with trade unions, employers' associations and organisations representing persons with disabilities, shall stimulate and support, within the framework of the promotion of employment, taking into account the means and resources available, actions aimed at providing professional retraining and integration into jobs appropriate to the residual capacity of workers with disabilities.
3. Special measures for the protection of workers with disabilities may be established by law or instrument of collective labour regulation, in particular those relating to the promotion of and access to employment and the conditions for the provision of the activity appropriate to their abilities, except where such measures entail a disproportionate burden on the employer.

Subsection II – Working students

Article 31 – (Student worker)

1. A student worker is one who works under the authority and direction of the employer, and is authorised by the employer to attend a course in an educational institution to develop and improve his or her skills, especially technical and professional skills.
2. The maintenance of the status of student-worker is conditional on the achievement of positive academic performance, in accordance with the rules and regulations in force in the educational establishment attended by the worker.
3. The student worker has the right to be absent from work during the period of tests and examinations, without loss of remuneration, and must notify the employer at least seven days in advance, unless for reasons not attributable to him it is not possible to communicate within this period.
4. Even if a worker is not a student worker, he or she has the right to attend educational institutions and vocational training courses to raise his or her academic level or

professional qualification, with the knowledge of the employer, provided that he or she does not interfere with the normal course of activity.

Subsection III – Migrant worker

Article 32 – (Migrant worker)

1. In the context of the right to freedom of movement of persons and their settlement in foreign territory, the migrant worker shall be entitled to the protection of the competent national authorities.
2. The emigrant worker has the same rights, opportunities and duties as other workers in the foreign country where he carries out his activity, within the framework of government agreements concluded on the basis of independence, mutual respect, reciprocity of interests and harmonious relations between the respective peoples.
3. It is incumbent on the State to define, within the scope of its external relations with other countries, the legal regime of migratory work.
4. It is the responsibility of the State and public or private institutions to create and maintain in operation the appropriate services responsible for providing emigrant workers with information on their rights and obligations abroad, travel facilities, as well as rights and guarantees on their return to their country.

Subsection IV – Foreign worker

Article 33 – (Foreign worker)

1. The employer must create conditions for the integration of qualified Mozambican workers in jobs of greater technical complexity and in management and administration positions of the company.
2. Foreign workers, who carry out a professional activity in Mozambican territory, have 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 paragraph 2 of this article, the Mozambican State may reserve exclusively to national citizens certain functions or activities that fall within the restrictions on their exercise by foreign citizens, namely on grounds of 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 authorisation of the Minister who supervises the area of Labour or of the entities to whom he delegates, except in the cases of communication provided for in paragraphs 1 and 2 of article 34 of this Law.

Article 34 – (Quotas of foreign workers)

1. Depending on the type of employer classification provided for in this Law, the employer may have a worker at his service

foreigner, by means of communication to the Minister who supervises the area of Labour or the entities to whom it is delegated, according to the following quotas:

- a) five per cent of all workers, in large employers;
- b) eight per cent of all workers, in medium-sized employers;
- c) ten percent of all workers, in small employers;

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

2. In investment projects approved by the Government, in which it is expected that foreign workers will be hired in a lower or higher percentage than that provided for in paragraph 1 of this article, a work permit shall not be required,

for this purpose, it is sufficient to communicate it to the Minister who supervises the Labour area.

3. Hiring foreign nationals for work in non-governmental organizations, scientific research work, teaching, medicine, nursing, aviation piloting

and in other areas of specialized technical assistance, or the assignment of foreign workers, is decided by

order of the Minister supervising the area of Labour, after hearing the entity supervising the sector in question.

4. The assignment of foreign workers may be on a quota basis, provided that the user company has a quota available.

5. The hiring of foreign labor is a matter of regulation.

Article 35 – (Restrictions on the hiring of foreign workers)

1. Without prejudice to the legal provisions that grant authorization to enter and stay to foreign citizens, it is forbidden to hire them when they have entered the country for reasons that are declared to be different from work.

2. Bilateral agreements entered into between the Mozambican State and any other State that maintains diplomatic and consular relations with it are exempt from the rule provided for in paragraph 1 of this article, in order to employ spouses or children of diplomatic agents on mission in each of the countries, even if they have entered the country with a visa other than the work visa.

3. A foreign worker, with temporary residence, must not remain in national territory after the end of the term of the employment contract by virtue of which he entered the Republic of Mozambique.

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

Article 36 – (Conditions for hiring a foreign worker)

1. The foreign worker must have the necessary academic or professional qualifications and may be admitted only if there are no nationals who possess such qualifications or if their number is insufficient.

2. The hiring of a foreign worker, in cases where the authorisation of the Minister supervising the area of Labour is required, shall be carried out at the request of the employer, indicating its name, registered office and branch 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, and this must be in written form and comply with the formalities provided for 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 37 – (Promissory Employment Contract)

1. The parties may enter into a promissory employment contract expressing their desire to enter into the definitive employment contract.
2. The Promissory Contract must:
 - a) be reduced to written form;
 - b) contain the identification, signatures and domicile or headquarters of the parties;
 - c) have as its essence the declaration, in unequivocal terms, of the will of the promisor to undertake to enter into the employment contract;
 - d) indicate the type of contract, the activity to be performed and the corresponding remuneration.
3. Failure to comply with the promise of work gives rise to civil liability under the general terms of the law.
4. The regime of the promissory contract provided for in the Civil Code does not apply to the promise of work.
5. In the conclusion of the promissory contract of employment and the definitive contract of employment, the parties shall have the right to freely establish the content of the contract, proceeding in accordance with the rules of good faith.

Article 38 – (Adhesion Employment Contract)

1. The employer may express its contractual will through the internal labour regulation or code of conduct and, on the part of the employee, by its express or tacit adherence to said regulation.
2. The employee is presumed to adhere to the internal labour regulations when entering into a written employment contract, which specifies the existence of internal employment regulations in the company.
3. The presumption shall be removed when the employee pronounces, in writing, against the regulation, within 30 days, from the beginning of the performance of the employment contract or from the date of publication of the regulation, whichever is later.

Article 39 – (Form of the employment contract)

1. The employment contract shall be in writing, except in the case of a fixed-term employment contract for the purpose of performing tasks with a duration not exceeding 90 days.
2. The employment contract must be dated and signed by both parties and contain the following clauses:
 - a) the identification of the employer and the worker;
 - b) the professional category, the tasks or activities agreed;
 - c) the place of work;
 - d) the duration of the contract and the conditions for its renewal;

- e) the amount, form and frequency of payment of remuneration;
- f) the date of commencement of the performance of the employment contract;
- g) the indication of the stipulated period and its justification, in the case of a fixed-term contract;
- h) the date of conclusion of the contract and, if it is a fixed term, the date of its termination.

3. For the purposes of paragraph 2(g) of this article, the justification for the affixing of the time limit shall be expressly mentioned by expressly mentioning the facts of which it is composed, establishing the relationship between the justification invoked and the stipulated term.

4. The following shall be subject to written form, namely:

- a) the contract-promise of work;
- b) the fixed-term employment contract with a duration of more than 90 days;
- c) the employment contract with a plurality of employers;
- d) the employment contract with foreigners, unless otherwise provided by law;
- e) the part-time employment contract;
- f) the contract for the occasional assignment of workers;
- g) the employment contract on a service commission;
- h) the home-based employment contract;
- i) the contract of employment under a contract regime;
- j) the temporary employment contract;
- k) the contract of use;
- l) the apprenticeship contract;
- m) the intermittent employment contract;
- n) teleworking.

5. In the absence of an express indication of the date on which its performance begins, the employment contract shall be deemed to be in force from the date of its conclusion.

6. The absence 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 the justification, in the case of a fixed-term contract, the contract shall be converted into a contract for an indefinite period.

8. Failure to indicate the requirements set out in paragraphs a), b), c) and e) of paragraph 1 of this article constitutes a misdemeanour and, if not remedied within three months after the conclusion of the contract, gives rise to the sanctions provided for in this Law.

Article 40 – (Accessory clauses)

1. The employment contract may be affixed, in writing, with a condition or term precedent

and termination, in accordance with the general terms of the law.

2. The ancillary clauses referring to the termination term determine the certain or uncertain term of the duration of the employment contract.

Article 41 – (Execution of the fixed-term contract)

1. A fixed-term employment contract may only be concluded for the performance of temporary tasks and for the period necessary for that purpose.

2. The following are temporary needs, among others:

a) the replacement of a worker who, for any reason, is temporarily prevented from performing his activity;

(b) the performance of tasks aimed at responding to exceptional or abnormal increases in production;

c) the performance of seasonal activity;

d) the execution of activities that do not aim to satisfy the employer's permanent needs;

e) the execution of a specific and temporary work, project or other activity, including the execution, direction and supervision of civil construction works, public works and industrial repairs, on a contract basis;

f) the provision of services in activities complementary to those provided for in the previous paragraph, namely subcontracting and outsourcing of services;

g) the execution of non-permanent activities.

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

SECTION IV – Duration of the employment relationship

Article 42 – (Duration of the employment contract)

1. The employment contract may be concluded for an indefinite period or for a fixed or uncertain term.

2. An employment contract shall be presumed to have been concluded for an indefinite period if the duration of the contract is not indicated, and the employer may rebut this presumption by proving the temporality or transitory nature of the tasks or activities that constitute the object of the employment contract.

Article 43 – (Limits of the fixed-term contract)

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

2. A fixed-term employment contract shall be deemed to have been concluded for an indefinite period if the periods of its maximum duration or the number of renewals provided for in paragraph 1 are exceeded, and the parties may opt for the regime referred to in paragraph 4 of this article.

3. Micro, small and medium-sized employers may freely conclude fixed-term contracts for

the first eight years of their activity.

4. The conclusion of fixed-term contracts outside the cases, in particular, provided for in Article 41 of this Law or in violation of the limits provided for in this Article converts them into contracts for an indefinite period.

5. If one of the parties does not wish to renew the fixed-term employment contract, it must give prior notice of:

a) 15 days, if the contract is equal to or greater than three months and not more than one year;

b) 30 days, in cases where the duration of the contract is more than one year.

6. Failure to comply with the notice period referred to in paragraph 4 of this article shall give rise to the violating party the obligation to pay compensation corresponding to the remuneration that the employee would have received during the period of notice.

7. In cases where a clause for the non-renewal of the employment contract is established, if the employee continues to carry out the activity after the end of the contract, it shall be converted into a contract for an indefinite period.

Article 44 – (Renewal of the fixed-term contract)

1. The fixed-term employment contract shall be renewed, at the end of the established period, for the time that the parties have expressly established in it.

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

3. A single-term employment contract shall be deemed to be a fixed-term employment contract whose initially agreed period is renewed in accordance with paragraph 1 of this article.

Article 45 – (Contract with an uncertain term)

The conclusion of an employment contract for an uncertain term is only allowed in cases where it is not possible to predict with certainty the period in which the cause that justifies it ceases, namely in the situations provided for in paragraph 2 of article 41 of this Law.

Article 46 – (Expiry of the contract for an uncertain term)

1. The effects of the forfeiture referred to in paragraph 2 of this article depend on the expiry of the period to which it is subject, and the occurrence of the fact to which the parties have attributed extinguishing effectiveness must occur.

2. If the worker employed for an indefinite period remains in the service of the employer after the date on which the effects of the expiry take effect or in the absence thereof, seven days after the return of the replaced worker, or in the event of termination of the employment contract due to completion of the activity, service, work, contract or project for which he or she was hired, is considered to be hired for an indefinite period.

3. The expiry 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:

b) 30 days, if the period of work 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, shall be converted into an employment contract for an indefinite period.

5. An employer who breaches the notice period of an uncertain term contract shall be obliged to pay compensation to the employee in the amount corresponding to the remuneration that the employee would have received during the notice period.

6. An employee who intends to terminate the employment contract for an uncertain term during the period of performance shall be obliged to give prior notice to the employer, observing the time limits referred to in paragraph 3 of this article, under penalty of paying compensation to the employer, calculated in accordance with paragraph 7 of the article of this article.

7. The termination or dismissal of an employee who has entered into an employment contract for an uncertain period, 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 his seniority does not reach one year of service.

SECTION V – Probationary period

Article 47 – (Notion)

1. The probationary period corresponds to the initial time for the performance of the contract, the duration of which complies with the provisions of Article 48 of this Article.

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

Article 48 – (Duration of the probationary period)

1. An employment contract of indefinite duration may be subject to a probationary period not exceeding two months for workers not provided for in the following paragraphs:

a) three months for mid-level technicians;

b) six months for technicians with higher education and workers who hold management and management positions.

2. The fixed-term employment contract may be subject to a probationary period not exceeding

a) three months in fixed-term contracts with a duration of more than one year;

b) one month in fixed-term contracts with a duration of more than six months and less than one year;

c) 15 days in fixed-term contracts with a duration of up to six months;

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

Article 49 – (Reduction or exclusion of the probationary period)

1. The duration of the probationary period may be reduced by collective labour 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 from the employment contract.

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

Article 50 – (Counting of the probationary period)

1. The probationary period shall be counted from the beginning of the performance of the employment contract.

2. During the probationary period, the days of absence, even if justified, of leave or dismissal, as well as those of contractual suspension, shall not be considered, for the purposes of the employee's evaluation, without prejudice to the employee's right to remuneration, seniority and vacation.

Article 51 – (Termination of the contract during the probationary period)

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

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

3. For a contract for which the probationary period is 15 days, the notice period shall be three days.

SECTION VI – Invalidity of the employment contract

Article 52 – (Invalidity of the employment contract)

1. Clauses in the individual employment contract, the collective labour regulation instrument or other sources of labour law that contradict the mandatory provisions of this Law or other legislation in force in the country shall be 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. Null clauses are supplied by the regime established in the precepts applicable in this Law and other legislation in force in the country.

Article 53 – (Regime for invoking invalidity)

1. The time limit for invoking the invalidity of the employment contract is six months from the date of its conclusion, except when the object of the contract is unlawful, in which case the invalidity may be invoked at any time.

2. An employment contract declared null or void shall have all the effects of a valid contract, if it is to be executed and for the entire time it is in execution.

Article 54 (Validation of the employment contract)

1. An invalid employment contract shall be deemed to have been validated from the outset if, during its performance, the ground for invalidity ceases.

2. The provisions of paragraph 1 of this article shall not apply to contracts with an object or purpose contrary to the law, public policy or offensive to morality, in which case it shall only take effect when the respective ground for invalidity ceases.

SECTION VII – Rights and Obligations of the Parties

Subsection I – Rights of the parties

Article 55 – (Worker's rights)

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

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

3. The employee shall be entitled to rights which may not be subject to any transaction, waiver or limitation, without prejudice to the regime of modification of contracts due to a change in circumstances.

4. It is the responsibility of the State to ensure the effectiveness of preventive and coercive means that make any violation of the rights of workers unfeasible and criminally unfeasible and criminal.

5. The worker shall be entitled to:

- a) present its defense before the application of any disciplinary sanction;
- b) to be periodically evaluated for the work performed;
- c) To be treated with correctness and respect, and acts that violate his honour, good name, public image, private life and dignity shall be punished by law;
- d) be punctually remunerated under the terms provided for in the contract, according to the quantity and quality of the work performed;
- e) be able to compete for access to higher categories, depending on their qualifications, experience, results obtained at work, evaluations and needs of the workplace;
- f) to have ensured daily and weekly rest and paid annual vacation;
- g) Benefit from appropriate protection, safety and hygiene measures at work to ensure their physical, moral and mental integrity;
- h) To benefit from medical and medication assistance and compensation in the event of an accident at work or occupational disease;
- i) to apply to the General Labour Inspectorate or to the bodies of the labour jurisdiction, whenever their rights are infringed or to report unlawful acts;
- j) to freely associate in professional organizations or unions, as provided for in the Constitution of the Republic;
- k) to benefit from adequate conditions of assistance in the event of incapacity and old age, in accordance with the law;
- l) To benefit from daily allowances or food and lodging allowances in the event of travel outside the usual place for work purposes at a distance of 30 km or more and for a period

equal to or greater than 8 hours.

6. Clauses in the employment contract and collective labour regulation instruments aimed at waiving the abovementioned rights shall be null and void.

Article 56 – (Seniority of the employee)

1. The employee's length of service, unless otherwise specified, shall be calculated from the date of his admission until the termination of his employment contract.

2. For the purposes of the employee's seniority, the following shall be counted:

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

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

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

d) compulsory military service;

e) the service commission;

f) leave with pay;

g) vacations;

h) justified absences;

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

j) preventive detention if the process ends with the non-prosecution or acquittal of the worker;

k) the period of occasional assignment of the employee.

Article 57 – (Prescription of rights arising from the employment contract)

1. The right arising from the employment contract and its breach or termination shall be time-barred within six months from the date of termination of the employment contract, unless otherwise provided by law.

2. The limitation period shall be suspended when the employee or employer has proposed to the competent bodies a lawsuit or mediation or arbitration procedure for breach of the employment contract.

3. The limitation period shall also be suspended during the period of maternity, paternity or sick leave that makes it impossible for him to attend the workplace.

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

a) when the employee has submitted, in writing, a complaint and/or hierarchical appeal to the competent authority of the company;

b) when the employee or the employer has submitted, in writing, a petition, complaint or appeal to the labour administration body.

5. The time limits referred to in this Law shall be counted in consecutive calendar days.

Subsection II – Obligations of the parties

Article 58 – (Principle of mutual collaboration)

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

Article 59 – (Duties of the worker)

The employee has, in particular, the following duties:

- a) to attend work punctually and assiduously;
- b) to perform the work with zeal and diligence;
- c) Respect and treat with correctness and loyalty the employer, superiors, co-workers and other persons who are or come into contact with the company;
- d) obey the orders and instructions of the employer, its representatives or hierarchical superiors and comply with other obligations arising from the employment contract, when legal and that are not contrary to its rights and guarantees;
- e) correctly use and maintain in good condition the work goods and equipment entrusted to him by the employer;
- f) to maintain professional secrecy, not disclosing in any case information regarding production or business methods;
- g) not to use for personal purposes or for purposes unrelated to the service, without the due authorization of the employer or its representative, the company's places, equipment, goods, services and means of work;
- h) be loyal to the employer, not negotiating on their own account or on behalf of others, in dishonest competition;
- i) to collaborate in the improvement of the safety, hygiene and health system at work;
- j) protect the property against any damage, destruction or loss;
- k) to contribute to the promotion of the work culture of increasing the company's production and productivity;
- l) to collaborate in the maintenance of a good work environment;
- m) To denounce any act harmful to the company's activity, to the safety of people and property and to the working environment.

Article 60 – (Employer's duties)

1. The employer has, in particular, the following duties towards the employee:

- a) respect the rights and guarantees, fully complying with all the obligations arising from the employment contract and the rules that govern it;
- b) to observe the standards of hygiene and safety at work, as well as to prevent work accidents and occupational diseases and to investigate the causes when they occur;

- c) to treat with correctness and urbanity;
- d) provide good physical and moral conditions;
- e) to pay a fair remuneration according to the quantity and quality of the work performed;
- f) assign a professional category corresponding to the functions or activities he performs;
- g) maintain the assigned professional category;
- h) Guarantee the place and hours of work provided for in the individual employment contract or in the collective regulation instruments;
- i) To allow the exercise of union activity and not to prejudice the exercise of union positions;
- j) not to oblige the employee to purchase goods or use services provided by the employer or by a person appointed by him;
- k) promote good health and nutrition practices in the workplace.

2. The employer is responsible for contributing to the physical and mental health of the employee, and must ensure the promotion of cultural and sports activities, which are mandatory for medium and large employers.

Subsection III – Employer's powers

Article 61 – (Employer's powers)

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 performed.

Article 62 – (Regulatory power)

1. The employer may draw up internal labour regulations, containing rules of organisation and discipline of work, social support schemes for employees, the use of company facilities and equipment, as well as those relating to cultural, sports and recreational activities, which is mandatory for medium and large employers.
2. The entry into force of internal labour regulations which have as their object the organisation and discipline of work shall be preceded by consultation with the trade union committee of the undertaking or, in the absence thereof, with the competent trade union body, and shall be subject to communication to the competent organ of labour administration.
3. The entry into force of internal labour regulations establishing new working conditions shall be deemed to be a proposal for accession in relation to workers hired prior to their publication.
4. Internal work regulations must be disseminated in the workplace, so that workers have adequate knowledge of their content.

Article 63 – (Disciplinary power)

1. The employer shall have disciplinary power over the employee who is in his service, and may apply to him the disciplinary sanctions provided for in article 64.

2. The disciplinary power may be exercised directly by the employer or by the employee's hierarchical superior, under the terms established by the latter.

Article 64 – (Disciplinary sanctions)

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

- a) verbal admonition;
- b) recorded reprimand;
- c) suspension of work with loss of remuneration up to a limit of 10 days for each infraction and 30 days in each calendar year;
- d) fine of up to 20 days of salary;
- e) demotion to the next lower professional category, for a period not exceeding one year;
- f) dismissal.

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

3. In addition to the purpose of repressing the conduct of the employee, the application of disciplinary sanctions is intended to deter the commission of further offences within the company, the education of the person concerned and that of the other employees for the voluntary performance of their duties.

4. The application of the penalty of dismissal shall not entail the loss of the rights arising from the worker's affiliation with the social security system if, on the date of termination of the employment relationship, he/she meets the requirements to receive the benefits corresponding to any of the branches of the system.

Article 65 – (Graduation of disciplinary sanctions)

1. The application of the disciplinary sanctions, provided for in Article 64(1)(c) to (f), must be justified, and the decision may be challenged within six months.

2. The disciplinary sanction must be proportionate to the seriousness of the offence committed and take into account the degree of culpability of the offender, the professional conduct of the employee and, in particular, the circumstances in which the facts occurred.

3. For the same disciplinary offence, no more than one disciplinary sanction may be imposed.

4. The imposition of a sanction accompanied by the duty to repair the damage caused by the employee's intentional or culpable conduct shall not be considered as more than a disciplinary sanction.

5. A disciplinary offence shall be considered particularly serious whenever its practice is repeated, intentional, compromises the fulfilment of the activity assigned to the employee, and causes damage to the employer or the national economy or in any other way, jeopardizes the maintenance of the legal employment relationship.

Article 66 – (Disciplinary Procedure)

1. The application of any disciplinary sanction, with the exception of those provided for in Article 64(1)(a) and (b), must be preceded by the prior initiation of disciplinary proceedings, which shall contain the notification to the employee of the facts of which he or she is accused, any response from the employee and the opinion of the trade union body, both to be produced within the time limits provided for in Article 70(1)(b) and (c) of this Law.
2. The disciplinary offence shall be time-barred within six months from the date of the offence, unless the facts also constitute a crime, in which case the statute of limitations of the criminal law shall apply.
3. No disciplinary sanction may be applied without a prior hearing of the employee.
4. Without prejudice to the use of judicial or extrajudicial means, the employee may complain to the entity that took the decision or appeal to the hierarchical superior, suspending the time limit, in accordance with paragraph a) of paragraph 4 of article 57 of this Law.
5. The execution of the disciplinary sanction must take place within 90 days of the decision rendered in the disciplinary proceedings, except for the sanction of dismissal, the fulfilment of which is immediate after the communication of the decision.
6. The limitation period referred to in this article shall be suspended during the period of maternity and paternity leave or during the period in which the worker is deprived of his liberty, or due to illness that makes it impossible for him to attend the workplace.

Article 67 – (Disciplinary infractions)

1. Any culpable conduct of an employee who violates his professional duties shall be considered a disciplinary offence, namely:
 - a) failure to comply with working hours or assigned tasks;
 - b) failure to show up for work, without valid justification;
 - c) the absence from the post or place of work during the work period, without due authorization;
 - d) disobedience to 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 the hierarchical superior to his subordinate in the workplace or in the performance of his duties;
 - f) injury, bodily injury, ill-treatment or threat to others in the workplace or in the performance of their duties;
 - g) the culpable loss of labor productivity;
 - h) the abuse of functions or the invocation of the position to obtain illicit advantages;
 - i) the breach of professional secrecy or secrets of production or services;
 - j) the diversion, for personal purposes or unrelated to the service, of equipment, goods,

services and other means of work or the improper use of the workplace;

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

l) the lack of austerity, waste or squandering of the material and financial means of the workplace;

m) Drunkenness or drug addiction and the consumption or possession of narcotic drugs or psychotropic substances in the workplace or in the performance of their duties;

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

o) the abandonment of the place.

2. Harassment, including sexual harassment, practiced in the workplace or outside it, that interferes with the job stability or professional progression of the offended employee shall constitute a disciplinary offence.

3. When the conduct referred to in paragraph 1 of this article is carried out by the employer or his representative, it shall entitle the offended employee to be compensated at 20 times the minimum wage of the sector of activity, without prejudice to legal proceedings, in accordance with the applicable law.

4. The practice of harassment in the workplace and any discriminatory act harmful to the employee or jobseeker or trainee shall confer the right to compensation for material and non-material damages, under the general terms of the Law.

5. Disobedience of an employee to an illegal order or that contravenes his legal or contractual rights and guarantees does not constitute a disciplinary offence, subject to disciplinary proceedings or the imposition of a disciplinary sanction.

Article 68 – (Harassment)

1. Harassment in or outside the workplace shall mean all unacceptable behaviour and practices, threats of such behaviour and practice, whether manifested in a one-off or recurrent manner, which have as their object, cause or are likely to cause, physical, psychological, sexual or economic harm, and include gender-based violence and harassment.

2. Discrimination and harassment shall be any act committed at the time of access to employment or in the employment, work or vocational training itself, with the aim or effect of disturbing or embarrassing the person, affecting his dignity, or creating an intimidating, hostile, degrading, humiliating or destabilising environment.

3. Sexual harassment on grounds of gender shall mean unwanted behaviour of a sexual nature, in verbal, non-verbal or physical form, for the purpose or effect referred to in paragraph 1 of this Article.

4. It constitutes a very serious administrative offence when the harassment is committed by the employer, hierarchical superior or agent and gives the employee the right to compensation of 20 times the minimum wage of the sector of activity, without prejudice to legal proceedings.

Subsection IV – Disciplinary proceedings

Article 69 – (Dismissal for disciplinary offence)

The culpable conduct of the employee which, due to its seriousness and consequences, makes it immediately and practically impossible to continue the employment relationship, gives the employer the right to terminate the employment contract by dismissal, provided that the provisions of article 66 of this Law are observed.

Article 70 – (Phases of the disciplinary process)

1. The disciplinary proceedings shall consist of the following phases:

a) Prosecution phase – after the date on which the infringement is known, with the exception of cases of maternity, paternity, holiday and sick leave, in which the period begins to run after the end of the leave, the employer has 30 days, without prejudice to the limitation period for the infringement, to send it to the employee and to the trade union committee existing in the company or, in the absence of such a notice, to the union of the branch or competent higher union body, a written note of guilt, containing a detailed description of the facts and circumstances of time, place and manner of the commission of the offence that is imputed to the employee;

b) Defence phase – after receiving the notice of guilt, the employee may respond, in writing, and, if he wishes, attach documents or request his hearing or evidence, within 15 days, if the evidence occurs, it must be carried out within five consecutive days, after which the process is sent to the trade union committee or, in the absence of this, to the trade union of the branch or to the union body competent to issue an opinion, within five working days;

c) Decision phase – within 30 days from the deadline for the presentation of the opinion of the trade union committee or, in its absence, of the competent trade union body, the employer must communicate, in writing, to the employee and the union body, the decision rendered, reporting the evidence produced and indicating the facts contained in the statement of guilt that were proven.

2. If the employee refuses to receive the notice of guilt, the act must be confirmed, in the note of guilt itself, by the signature of two employees, of which, preferably, one must be a member of the trade union body existing in the company.

3. In the case of an absent worker in an unknown place, who is presumed to have left the job, a notice must be drawn up to be posted in the company's style place, summoning the absent worker to receive the notification of the decision, mentioning that for the purposes of communicating the application of the decision, the date of publication of the notice counts.

4. Disciplinary proceedings may be preceded by an inquiry, which does not exceed 90 days, in particular in cases where the offender or the offence committed by him is not known, suspending the limitation period for the offence.

Article 71 – (Initiation of disciplinary proceedings)

1. For all legal purposes, disciplinary proceedings shall be deemed to commence from the date of delivery of the notice of guilt to the employee.

2. With the notification of the notice of guilt, the employer may preventively suspend the

employee without loss of remuneration, whenever his presence in the company may jeopardize the normal course of the disciplinary proceedings.

3. It is forbidden to notify employees to respond to disciplinary proceedings through the newspaper, magazine or any other media.

Article 72 – (Causes of invalidity of the disciplinary proceeding)

1. Disciplinary proceedings shall be invalid where:

a) the requirements of the notice of guilt or its notification to the employee are not observed, the failure to hear the employee if he has requested it, the non-publication of a notice in the company, or the failure to send the case file to the union body, as well as the failure to state reasons for the final decision of the disciplinary proceeding;

b) the steps of proof required by the worker are not carried out;

c) there is a violation of the limitation periods for the disciplinary offence, the expiry of the response to the notice of guilt or the decision to be taken.

2. Without prejudice to the provisions of paragraph 4 of this article, the grounds of invalidity provided for, with the exception of the limitation of the infringement, violation of time limits, communication of the notice of guilt or the employee's decision, may be remedied up to 10 days after becoming aware of it and before the closure of the disciplinary proceedings.

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

4. The statute of limitations for the offence, the lapse of time-barred, the breach of the deadline for communication of the decision and the impossibility of defending the accused employee because he was not informed of the notice of guilt, by means of personal notification or public notice, if applicable, constitutes an irretrievable nullity in disciplinary proceedings.

Article 73 – (Abuse of disciplinary power)

1. Abuse of disciplinary power shall be considered whenever the limits imposed by law, good faith, good morals, social or economic purpose are manifestly exceeded, in particular when they result from:

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

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

c) exercise or candidacy for union or similar functions communicated to the employer.

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

Article 74 – (Effects of abuse of disciplinary power)

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

(a) payment of compensation corresponding to one month of the salary of the worker

concerned, if the penalty imposed is verbal warning or recorded reprimand;

b) payment of compensation corresponding to five times the value of the salary that the employee no longer receives in cases of fine and demotion.

2. In the case of the disciplinary sanction of dismissal, the employee shall be reinstated or compensation shall be paid to him in accordance with paragraphs 2 and 3 of article 139.

Article 75 – (Unlawfulness of dismissal)

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

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

b) is promoted with non-observance of legal formalities;

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

Article 76 – (Challenge to dismissal)

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

2. An action challenging the dismissal must be brought within six months of the date of dismissal.

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

4. During the course of or as a preliminary act of the action challenging the dismissal, an injunction to suspend the dismissal may be requested within 30 days from the date of termination of the contract.

5. By express option of the employee or when objective circumstances make it impossible for him to be reinstated, the employer shall pay compensation to the employee calculated in accordance with paragraph 2 of article 139 of this Law.

SECTION VIII – Modification of the employment contract

Article 77 – (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 amendment of the contract is the result of a unilateral decision by the employer, it is mandatory to consult the company's trade union body in advance and to communicate it to the competent labour administration body.

Article 78 – (Grounds for the modification)

1. The 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 for reoccupation of the worker, for the purpose of taking advantage of their

residual capacities, in the event of an accident at work or occupational disease;

b) administrative or productive reorganization of the company;

c) change in the circumstances on which the decision to contract was based;

d) geographic mobility of the company;

e) requalification of the worker by virtue of completion of academic or professional training level;

f) case of force majeure.

2. Whenever the employee does not agree with the grounds for the modification of the contract, the employer shall bear the burden of proving its existence before the labour administration body, judicial or arbitration body.

Article 79 – (Change in the object of the employment contract)

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

2. Without prejudice to the provisions of paragraph 1 of this article and unless otherwise agreed by individual or collective agreement, the employer may, in the event of force majeure or unforeseeable production needs, assign to the worker, for the necessary time, not exceeding six months, tasks not included in the object of the contract, provided that such change does not entail a reduction in the employee's remuneration or hierarchical position.

Article 80 – (Alteration of working conditions)

1. It is permissible to amend the working conditions, by agreement of the parties, on the grounds of a change in circumstances, the need for the continuation of the employment relationship, improvement of the employer's situation, adequate organization of its resources or competitiveness in the market.

2. In no case shall a change in working conditions be permitted on the basis of a change in circumstances if such change would result in a reduction in the employee's remuneration or hierarchical position.

Article 81 – (Geographical mobility of the employer)

1. The geographical mobility of all, part or sector of employer shall be permitted.

2. The total or partial change of employer or establishment may imply the transfer of workers to another place of work.

Article 82 – (Transfer of the worker)

1. The employer may temporarily transfer the employee to another place of work, when circumstances of an exceptional nature related to the administrative or productive organization of the company occur, and must communicate this fact to the competent organ of the labor administration.

2. The temporary transfer of the worker, referred to in paragraph 1 of this article, may not exceed six months, unless justified by imperative requirements of the operation of the company, and shall not, in any case, exceed one year.

3. The transfer of the employee on a permanent basis shall only be permitted, unless otherwise stipulated in a contract, in cases of total or partial change of the undertaking or establishment where the employee to be transferred provides services.
4. The permanent transfer of the worker to another place of work, outside his or her usual home, requires an agreement if the mobility results in serious damage that implies the separation of the employee from his or her family.
5. In the absence of the agreement referred to in paragraph 4 of this article, the employee may unilaterally terminate the employment contract with the right to compensation, as provided for in article 139 of this Law.
6. The employer shall cover all expenses incurred by the employee, provided that they are directly imposed by the transfer, including those arising from the change of residence of the employee and his or her household.
7. The employer shall cover the employee's expenses related to the employee's return to his place of origin, regardless of the cause of termination of the contract.
8. The transfer of the employee is not considered if the displacement is in the same geographical area that does not exceed 30 km, as well as in cases of mere displacement on a service mission.
9. The transfer of the employee, whether temporary or permanent, must be included in a written document, in a reasoned manner and at least 30 days in advance.

Article 83 – (Transfer of the company or establishment)

1. With the change of ownership of a company or establishment, the employee may transfer to the new employer.
2. The change of the owner of the company may determine the termination of the contract or employment relationship, with just cause, whenever:
 - a) the employee establishes an agreement with the transferor to remain in the service of the latter;
 - b) the worker, at the time of transfer, having completed the retirement age, or because he meets the requirements to benefit from the respective retirement, requests it;
 - c) the employee has a lack of confidence or well-founded fear about the suitability of the purchaser;
 - d) the acquirer intends to change or will change the object of the company, within the following 12 months, if such change implies a substantial change in working conditions.
3. In the event of a transfer of an undertaking or business from one employer to another, the rights and obligations, including the employee's seniority, arising from the existing employment contract and collective labour regulation instrument shall pass to the new employer.
4. The new owner of the undertaking or establishment shall be jointly and severally liable 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 ceased on the date of said transfer, in accordance with the law.
5. The regime for the transfer of an undertaking or business shall apply, mutatis mutandis,

to situations of transfer of part of the undertaking or business, division and merger of undertakings, transfer of operation or lease of business.

6. For the purposes of this Law, any production unit capable of carrying out an economic activity shall be considered an undertaking, establishment or part thereof.

Article 84 – (Procedure)

1. The transferor and the purchaser shall first inform and consult the trade unions of each of the undertakings or, in their absence, the works council 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 shall be incumbent upon the purchaser and the transferor, who may have a notice posted in the workplaces informing the workers of the right to claim their claims within 60 days, failing which the right to demand them will lapse.

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 shall have the right to compensation provided for in article 146 of this Law.

Article 85 – (Occasional assignment of an employee)

1. An occasional assignment contract for an employee is understood to be one by means of which the employee of the transferor's own staff is made available, occasionally and temporarily, to the transferee, and the employee becomes legally subordinate to the latter, but maintaining his contractual relationship with the transferor.

2. The occasional assignment of an employee is only permitted if it is regulated in a collective labour regulation instrument, in accordance with specific legislation or the following paragraphs.

3. The provision of an activity on an occasional assignment basis by the employee depends on the cumulative verification of the following conditions:

(a) the existence of an employment contract between the transferor employer and the assigned employee;

b) to have the assignment in order to cope with an increase in work or the mobility of workers;

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 exceed the duration of the contract.

4. The employee shall be assigned occasionally, by means of the conclusion of an agreement between the transferor and the transferee, in which the employee agrees, and the latter shall return to the transferor's company as soon as the said agreement or the transferee's activity ceases.

5. In the event of non-compliance with the requirements set out in paragraph 3 of this article, the employee shall have the right to opt for integration into the transferee company or for compensation calculated in accordance with paragraph 3 of article 146 of this Law, to be paid jointly and severally by the transferee and the assignor.

Article 86 – (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 in order to make them available to a third person, natural or legal, called the user employer, by means of a temporary employment contract and user contract.
2. The exercise of the activity of a private employment agency requires prior authorisation from the Minister who supervises the area of Labour or to whom he delegates, under the terms established in specific legislation.

Article 87 – (Temporary employment contract)

1. A temporary employment contract shall mean an agreement concluded between a private employment agency and a worker, whereby the latter undertakes, for remuneration, to temporarily perform his activity with the user undertaking.
2. The temporary employment contract shall be in writing and shall be signed by the private employment agency and the employee, under the terms defined in specific legislation.
3. The temporary worker shall be a member of the staff of the private employment agency and shall be included in the list of employees of the private employment agency, drawn up in accordance with the labour legislation in force.
4. The foreign worker shall be part of the nominal relationship of the private employment agency for the duration of the contract of use for which he or she has been assigned.
5. The conclusion of a temporary employment contract is only allowed in the situations provided for in article 89 of this Law.
6. The private employment agency may assign a worker to the user abroad, and the assignment contract with the user entity must be endorsed by the Ministry that supervises the Labour area.

Article 88 – (Employment intermediation)

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

Article 89 – (User Agreement)

1. A contract of use is a fixed-term service contract entered into between the employer of temporary work and the user entity, whereby the latter undertakes, for remuneration, to make one or more workers available to the user temporarily.
2. The user agreement shall be in writing and shall contain, among others, the following mandatory clauses:
 - a) the reasons for the use of temporary work;
 - b) The registration number in the social security system of the user and the employer of the temporary work, as well as the number and date of the license to carry out the activity;
 - c) the description of the job to be filled and the appropriate professional qualification;

- d) the place and normal period of work;
- e) the remuneration due by the user to the employer of temporary work;
- f) the beginning and duration of the contract;
- g) the date of execution of the contract.

3. The contract for the use of the assignment of workers abroad must safeguard the principle of equal treatment of the emigrant worker, namely as regards remuneration, medical and medical assistance, working hours, rest periods, holidays and compensation for accidents at work and occupational diseases.

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

5. In lieu of the provisions of paragraph 4 of this article, the employee may choose, within 30 days after the beginning of the provision of the activity to the user, an indemnity, to be paid by the user, in accordance with article 139 of this Law.

6. The conclusion of a contract of use with the employer of the unlicensed temporary work shall hold the employer jointly and severally liable for the rights of the employee, arising from the employment contract and its breach or termination.

Article 90 – (Justification of the user contract)

1. The user agreement may be concluded only to meet the temporary needs of the user.

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

a) the direct or indirect replacement of a worker who is absent or who, for any reason, is temporarily prevented from providing service;

b) the direct or indirect replacement of the worker in respect of whom an action for the lawfulness of the dismissal is pending before the courts;

c) the direct or indirect replacement of the worker on leave without pay;

d) the replacement of the full-time worker who starts to perform part-time work;

e) the need arising from the vacancy of jobs, when the recruitment process for filling them is already underway;

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

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

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

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

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

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

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

m) the intermittent needs of workers for the provision of direct family support, of a social nature, for days or parts of the day.

3. In addition to the situations referred to in paragraph 1 of this Article, a fixed-term user contract may be concluded in the following cases:

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

b) hiring of young workers.

Article 91 – (Regime applicable to temporary employment and user contracts)

1. The temporary employment and user contracts shall apply, mutatis mutandis, to the regimes of the fixed-term employment contract.

2. The two types of contract referred to in paragraph 1 of this article, in all matters not provided for in this Law, shall be regulated by special legislation.

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

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

5. The user must draw up the temporary worker's working hours and schedule his vacation period, whenever it is taken in the service of the temporary worker.

6. The employer of temporary work may confer on the user the exercise of disciplinary power, except for the purpose 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

Article 92 – (Normal working period)

1. Normal working hours shall be considered to be the number of hours of actual work that the employee undertakes to perform for the employer.

2. Effective working time shall be considered to be the time during which the employee provides effective service to the employer or is at the disposal of the employer.

Article 93 – (Limits of the normal working period)

1. The normal working period shall not exceed 48 hours per week and 8 hours per day.

2. Without prejudice to the provisions of paragraph 1 of this article, the normal working period may be extended to 9 hours, provided that the worker is granted half a day of supplementary rest per week, in addition to the weekly rest day prescribed in article 104 of this Law.
3. By means of a collective labour regulation instrument, the normal daily working period may, exceptionally, be increased to a maximum of four hours without the duration of weekly work exceeding 56 hours, and exceptional and overtime work performed for reasons of force majeure shall not be counted towards this limit.
4. The average weekly working time of 48 hours shall be determined by reference to periods of up to six months.
5. The calculation of the average weekly working time, referred to in paragraph 4 of this article, may be obtained by compensating for the hours previously worked by the worker, through a reduction in working hours, daily or weekly.
6. Establishments engaged in industrial activities, with the exception of those working in shifts, may adopt the normal working time limit of 45 hours per week to be completed on five days of the week.
7. All establishments, with the exception of services and activities aimed at satisfying the essential needs of society, provided for in paragraph 4 of article 105 of this Law, as well as establishments selling directly to the public, may, for economic or other reasons, adopt the practice of single hours.
8. The employer must inform the Ministry that supervises the area of Labour by its closest representation of new working hours by the 15th day of the month following its adoption, in compliance with the rules defined in this Law and other legislation in force on the matter.

Article 94 – (Increase or reduction of the maximum limits of normal working periods)

1. The maximum limits of normal working hours may be extended in relation to workers who perform functions that are markedly intermittent or of simple presence and in the case of preparatory or complementary work which, for technical reasons, is necessarily carried out outside the normal working period, without prejudice to the rest periods provided for in this Law.
2. The ceilings for normal working hours may be reduced where an increase in productivity permits and, in the absence of economic or social inconvenience, priority shall be given to activities involving greater physical or intellectual fatigue or increased risks to the health of workers.
3. Without prejudice to the provisions of Article 93 of this Law, the increase or reduction of the maximum limits of normal working periods may, exceptionally, be established by means of a Government decree on the proposal of the Ministers supervising the area of Labour and the sector of activity in question, or by means of a collective labour regulation instrument.
4. The increase or reduction, provided for in the preceding paragraphs, may not result in economic loss for the worker or unfavourable changes in his working conditions.

Article 95 – (Working hours)

1. Working hours shall be determined by determining the start and end times of the normal working period, including rest breaks.
2. It shall be the responsibility of the employer, after prior consultation with the competent trade union body, to establish the working hours of the employee at his service, and the respective map shall be endorsed by the competent body of the labour administration and posted in a clearly visible place in the workplace.
3. In determining working hours, the employer is, in particular, conditioned by the legal or contractual limits of the normal working period and the period of operation of the undertaking.
4. To the extent that the requirements of the production process or the nature of the services provided are met, the employer shall fix working hours that are compatible with the interests of the workers.
5. An employee who performs:
 - a) position of management, leadership and trust or supervision;
 - b) functions whose nature justifies the provision of work under such a regime.

Article 96 – (Working hours on an alternating basis)

1. It is permissible to adopt alternating working hours in the working day, which includes a maximum of four weeks of effective work.
2. The alternation regime must be done in strict compliance with the following:
 - (a) the normal period of actual work may be up to 12 hours with a rest interval of at least 30 minutes;
 - b) the rest period may not 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, supplementary rest days, holidays and day off that coincide with the period of effective work, are considered normal working days, conferring the right to compensatory rest;
 - e) the rest period does not replace the right to annual leave.
3. Work on an alternating basis that exceeds the annual duration calculated at the rate of 48 hours per week, deducted from vacations, holidays and day off, is considered overtime.

Article 97 – (Interruption of work)

1. The normal daily working period shall be interrupted by an interval of not less than half an hour and not more than two hours, without prejudice to shift services.
2. Collective regulation instruments may establish a longer duration and frequency for the rest interval referred to in paragraph 1 of this article.
3. In continuous working hours, a rest interval of not less than half an hour must be observed, which shall be counted as the actual duration of work.

Article 98 – (Exceptional work)

1. Exceptional work is considered to be that which is performed on a weekly, complementary, holiday or day off rest day.
2. It is mandatory to perform exceptional work, in cases of force majeure to deal with a past or imminent accident, to carry out urgent and unforeseen work on machinery and materials essential to the normal operation of the company or establishment.
3. The employer is required 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 the express indication of the basis for the provision of exceptional work, and must be endorsed by the employee who performed it.
4. The provision of work on a weekly, supplementary, holiday or day-off rest day, without prejudice to working hours under an alternating regime, shall entitle the worker to a full day of compensatory rest on one of the following three days, except when the work is not carried out in excess of a period of five consecutive or alternate hours, in which case it is compensated with half a day of rest.

Article 99 – (Overtime)

1. Work performed outside normal working hours shall be considered overtime.
2. Overtime work may be performed only by:
 - a) when the employer has to deal with increases in work that do not justify the admission of a worker under a fixed-term or indefinite contract;
 - b) when there are weighty reasons.
3. Each worker may perform up to 96 hours of overtime work per quarter, and may not perform more than eight hours of overtime work per week, nor exceed 200 hours per year.
4. Overtime work is not considered to be work performed by the worker exempt from working hours and work performed to compensate for periods of absence at the initiative of the worker.
5. The employer must, in all cases, have a system for recording overtime work.

Article 100 – (Night work)

1. Night work shall be considered to be that which is performed between the hours of twenty o'clock on one day and the start time of the normal working period of the following day, with the exception of work carried out on a shift basis, as provided for in the following article.
2. Collective regulation instruments may consider night work performed in seven of the nine hours between 20:00 p.m. on one day and five o'clock on the following day.

Article 101 – (Shift work)

1. Employers who are continuously active and those who have a working period of more than the maximum limits of normal periods shall organise shift work.
2. The working time of each shift may not exceed the maximum limits of the normal working periods set out in this Law.

3. Shifts shall always be rotated, so that workers may successively replace each other during regular working periods.

4. Shifts in the continuous work regime and workers who provide services that, by their nature, cannot be

interrupted, must be organized in such a way as to grant workers a compensatory rest period for a period, which must be equivalent to the duty shift.

Article 102 – (Part-time work)

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

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

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

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

Article 103 – (Provision of part-time work)

1. The regime enshrined in this Law or in a collective labour regulation instrument shall apply to part-time work, provided that, by its nature, the activity to be performed does not involve full-time work.

2. A part-time worker shall not be treated less favourably than a full-time worker in a comparable situation, except where there are serious reasons for doing so.

SECTION X – Interruption of work

Article 104 (Weekly rest)

1. The employee shall be entitled to a weekly rest of at least 24 consecutive hours on a day that is normally Sunday.

2. The weekly rest day may cease to coincide with Sunday if:

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

b) workers of establishments of sale to the public or provision of services;

c) Cleaning services and preparatory and complementary work personnel who must be carried out on the rest day of the other workers;

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

3. In the cases referred to in paragraph 2 of this Article, another weekly rest day shall preferably be stipulated on a systematic basis.

4. Whenever possible, the employer shall provide employees belonging to the same household with weekly rest on the same day.

Article 105 – (Mandatory holidays)

1. National holidays are days of suspension of work for workers throughout the national territory.
2. The following are considered to be public holidays, without prejudice to others that may be established by law:
 - a) January 1 – New Year;
 - b) February 3 – Mozambican Heroes' Day;
 - c) April 7 – Mozambican Women's Day;
 - d) May 1 – International Workers' Day;
 - e) June 25 – National Independence Day;
 - f) September 7 – Lusaka Accords Day;
 - g) September 25 – Armed Forces Day;
 - h) October 4 – Day of Peace and National Reconciliation;
 - i) December 25 – Family Day.
3. Clauses in the collective labour regulation instrument or in the individual employment contract that establish holidays on days other than those legally enshrined, or that do not recognise such enshrinement, shall be null and void.
4. The right to suspension from work does not cover workers who carry out activities which, by their nature, cannot be interrupted, namely:
 - a) medical, hospital and supply services
medicines;
 - b) water, energy and fuel supply;
 - c) postal and telecommunications;
 - d) funeral services;
 - (e) loading and unloading of perishable animals and foodstuffs;
 - (f) airspace and meteorological control;
 - g) firefighters;
 - h) health services;
 - i) private security;
 - j) large-scale production industry, being in the
continuous work regime;
 - k) transportation services;
 - l) hotel and restaurant services;
 - m) port handling services and toll docks.
5. Exceptionally, within the scope of the public interest, the Minister who supervises the

area of Labor may authorize work on public holidays, provided that the workers involved receive remuneration for exceptional work.

6. Whenever the public holiday coincides with Sunday, the suspension of work activity shall be deferred to the following day, except in the case of work activities provided for in paragraph 4 of this article.

Article 106 – (Day off)

1. It is incumbent upon the Minister who supervises the area of Labour to grant the day-off, which in any case must be announced at least two days in advance.
2. The granting of day-off entitles the employee to suspend the provision of the work activity, without loss of remuneration.
3. The right to suspension from work does not cover the activities provided for in paragraph 4 of article 105 of this Law.
4. Day-off is regulated by special legislation.

Article 107 – (Right to vacation)

1. The worker's right to paid vacation is inalienable and in no case can it be denied.
2. Without prejudice to the provisions of Article 109, leave may be taken during the calendar year to which it relates or in the following year.
3. Exceptionally, vacation may be replaced by additional remuneration, at the convenience of the employer or the employee, by agreement of both, and the employee must take at least six working days.

Article 108 – (Duration of the vacation period)

1. The worker shall be entitled to 12 days of paid leave in the first year of actual work and 30 days in subsequent years.
2. Effective service shall be considered to be the duration of the normal working period plus the time corresponding to public holidays, weekly rest, vacations, justified absences, supplementary absences and day-off.
3. The duration of the vacation period of workers with a fixed-term contract of less than one year and more than three months shall correspond to one day for each month of effective service.
4. Vacation periods cover the days of anticipation, postponement and accumulation of vacation.
5. Vacation counts in calendar days.

Article 109 – (Vacation Plan)

1. The employer, in coordination with the union body, must prepare the vacation plan.
2. The employer may authorize the exchange of the beginning or vacation periods between workers of the same professional category.
3. If the nature and organisation of work, as well as the conditions of production, so require or permit, the employer, subject to prior consultation with the trade union body, may provide that all workers take their leave at the same time.

4. Spouses who work for the same employer, even if in different establishments, must be granted the right to take leave at the same time.
5. The employee 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 the losses, demonstrably

Article 110 – (Anticipation, postponement and accumulation of vacations)

1. For compelling reasons linked to the company, to the satisfaction of essential and urgent needs of society or to the interests of the national economy, the employer may postpone the total or partial enjoyment of the employee's vacation, until the vacation period of the following year, and must notify the employee in advance, as well as to the union body.
2. The employer and the employee may agree, in writing, to accumulate a maximum of 15 days of leave for every 12 months of effective service, provided that the accumulated leave is taken in the year in which it exceeds the limit set out in paragraph 3 of this article.
3. The anticipation of more than 30 days of vacation is not allowed, nor the accumulation, in the same year, of more than 60 days of vacation, under penalty of forfeiture.
4. The expiry of leave referred to in paragraph 3 of this article covers only the number of days of leave that exceed 60 accumulated days, unless the cause is attributable to the employer.

Article 111 – (Holidays and sick days during the vacation period)

1. Public holidays occurring during the vacation period shall not be counted as vacation days.
2. Sick days shall not count as vacation days when the illness, duly certified by a competent authority, has been declared during the vacation period and the employer is informed within a period not exceeding 10 calendar days.
3. In the case provided for in paragraph 2 of this article, the employee shall resume, after discharge, the use of the missing leave period, if the employer does not set another date for its resumption.

Article 112 – (Concept and type of absences)

1. Absence of the worker at the workplace and during the period during which he or she is obliged to perform his or her activity shall be considered to be absent.
2. Absences may 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, partner or partner in the de facto union, father, mother, children, stepchildren, siblings, grandparents, grandchildren, stepfather, stepmother, parents-in-law, 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 the event of impossibility to perform 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 by convalescence of working women in the event of abortion before seven months prior to foreseeable childbirth;

g) the absence of the employee to provide assistance to a spouse, partner or partner in the de facto union, children under guardianship and foster care, father, mother, stepchildren, siblings, grandparents, stepfather, stepmother, parents-in-law, sons-in-law and daughters-in-law, in case of illness or accident;

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

4. All absences not provided for in paragraph 3 of this article shall be considered unjustified.

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

Article 113 – (Presentation to the Health Board)

1. In absences due to illness for an uninterrupted period of more than 15 days, the employer may submit the employee to the Health Board or other duly licensed entities, for the purpose of which it pronounces on the employee's work capacity.

2. The employer may, on its own initiative or at the request of the employee, submit to the Health Board or other duly licensed entities, employees who, for health reasons, have their profitability affected or who commit more than five days of sick leave per quarter.

3. The employee's refusal to report to the Health Board without valid justification constitutes a disciplinary offence.

4. The Government is responsible for the creation and regulation of the operation of private entities for the purpose of certifying the work capacity of workers.

Article 114 – (Effects of justified absences and absences)

1. Justified absences do not determine the loss or prejudice of rights related to the employee's remuneration, seniority and vacation.

2. Absences or absences justified under the terms of paragraph e) of paragraph 3 of article 112 of this Law shall not be deducted for the same period from vacation or remuneration.

3. The employer may not pay for the justified absences referred to in Article 112(3)(d) and (e), without prejudice to the guarantees established in the social security legislation.

Article 115 – (Effects of unjustified absences and absences)

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

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

proceedings.

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

4. In cases of unjustified absence of the worker for a period shorter than the normal period to which he is obliged, the respective times shall be added to determine the normal periods of work in default and subject to deduction from the remuneration.

5. The employer may apply the regime of unjustified absences due to failure to inform the employee of the impossibility of being present at work.

Article 116 – (Leave without pay)

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

SECTION XI – Remuneration for work

Subsection I – General remuneration regime

Article 117 – (Concept and general principles)

1. Remuneration is considered to be that which, under the terms of the individual or collective agreement or customs, the employee is entitled to in return for his work.

2. Remuneration shall comprise the basic salary and all regular and periodic payments made directly or indirectly, in cash or in kind.

3. The employer must ensure the increase in the wage level of workers in proportion to the growth of production, productivity, labor income and the economic development of the country.

4. The Government, after consulting the Labour Consultative Committee, shall establish the national minimum wage or wages applicable to workers in sectors of activity.

Article 118 – (Additional benefits to the base salary)

1. Additional benefits to the basic wage, temporary or permanent, shall be made by virtue of the contract or collective labour regulation instrument, or when exceptional working conditions or results are verified, or when specific circumstances justify it.

2. The following shall constitute additional benefits to the basic salary:

a) the amounts received as subsistence allowances, transportation expenses, installation expenses by transfer of the employee and other equivalents;

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 the provision of work under abnormal working conditions;

f) bonuses conditioned to work efficiency indicators;

g) the seniority bonus fixed in an instrument collective labour regulation;

h) the participation in the capital stock;

i) the benefits due for other exceptional conditions.

3. The basis for calculating the compensation for termination of the employment contract shall include only the basic salary and the seniority bonus, unless the parties agree to integrate other additional benefits.

[Article 119 – \(Remuneration modalities\)](#)

The remuneration modalities are as follows:

a) by income;

b) by time;

c) mixed.

[Article 120 – \(Remuneration for income\)](#)

1. Remuneration based on income shall be made as a direct function of the actual results obtained in the work activity, determined according to the nature, quantity and quality of the work performed.

2. The form of remuneration by income shall apply when the nature of the work, the customs of the profession, the branch of activity or the previously established norm so permit.

3. Piecework or work may be remunerated on the basis of income.

[Article 121 – \(Remuneration for time\)](#)

Remuneration for time is made according to the period of time actually spent at work.

[Article 122 – \(Mixed remuneration\)](#)

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

[Article 123 – \(Form, place, time and mode of remuneration\)](#)

1. The remuneration shall be paid:

(a) in cash or in kind, provided that the non-pecuniary part, calculated at current prices, does not exceed twenty-five per cent of the total remuneration;

(b) at the workplace and during or immediately after the working period, 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 in a collective labour regulation instrument.

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

3. Payments shall be made directly to the employee in currency that is legal tender in the country or by cheque or bank transfer.

4. At the time of payment of remuneration, the employer must deliver to the employee a document containing the full name of both, the employee's professional category, the period to which the remuneration relates, detailing the basic remuneration and the

additional benefits, the deductions and the net amount to be received.

Article 124 – (Discounts on remuneration)

1. The remuneration shall not, pending the employment contract, be subject to any deduction or withholding that is not expressly authorized in writing by the employee.
2. The provisions of paragraph 1 of this article shall not apply to deductions in favour of the State, Social Security or other entities, provided that they are ordered by law, a final judicial decision or by an arbitration decision, or resulting from the imposition of a fine for disciplinary offences, provided for in paragraph d) of article 64 of this Law.
3. Without prejudice to the provisions of paragraph 1 of this article, the employer and the workers may agree on other deductions in a collective labour regulation instrument.
4. Under no circumstances may the total amount of the deductions exceed one third of the employee's monthly remuneration.
5. For the purposes of paragraph 4 of this article, a discount shall not mean the amount paid as an advance on salary at the request of the employee.

Subsection II – Special remuneration schemes

Article 125 – (Remuneration for overtime, exceptional and night work)

1. Overtime work shall be paid with an amount corresponding to the remuneration for normal work, plus fifty per cent if performed within 24 hours, and one hundred per cent beyond 8 pm until the start time of the normal working period of the following day.
2. Exceptional work must be paid with an amount corresponding to the remuneration for normal work, plus one hundred percent.
3. Night work shall be remunerated with an increase of twenty-five per cent in relation to the remuneration for the corresponding work performed during the day.
4. This remuneration regime also applies to shift work, mutatis mutandis.

Article 126 – (Remuneration for part-time work or internship)

1. Part-time work confers the right to receive remuneration corresponding to the professional category or function of the worker, proportional to the time actually spent at work.
2. Recent graduates shall receive, during the period of post-vocational training work internship, a remuneration of not less than at least seventy-five per cent of the remuneration corresponding to the respective professional category.
3. Without prejudice to the provisions of paragraph 2 of this article, recent graduates, when they are working workers, shall maintain the remuneration they had been earning, whenever the amount agreed for the period of the internship is lower.

Article 127 – (Remuneration for positions of leadership or trust)

1. The employee appointed to hold a position of management or trust shall receive the remuneration corresponding to that position, which shall cease to be paid as soon as the performance of that function ceases, and shall receive the remuneration of the category he occupied or will occupy.

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

3. Whenever, by virtue of professional qualifications, the remuneration to which the employee is entitled is equal to or greater than that of the management or trust position to which he or she is appointed, he/she shall receive his/her previous remuneration plus at least twenty per cent, as long as he/she remains in the exercise of the new position.

Article 128 – (Remuneration in exemption from working hours)

1. Workers who are exempt from working hours, with the exception of those in management and leadership positions, shall be entitled to additional remuneration.

2. The criteria for setting the remuneration of workers exempt from working hours shall be established by individual contract or by collective labour regulation instrument.

Article 129 – (Remuneration in the substitution and accumulation of functions)

1. The performance of an activity under a substitute regime, for a period equal to or greater than 30 days, entitles him to receive the remuneration of the category corresponding to that activity, for the duration of the performance, except if the employee already received a higher remuneration, he is entitled to an increase to be agreed by the parties.

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

Subsection III – Protection of remuneration

Article 130 – (Salary guarantee)

1. In the event of insolvency or judicial liquidation of the company, the employee shall be considered to be a preferential creditor in relation to the remuneration due to him for the period prior to the declaration of insolvency or liquidation.

2. The remuneration referred to in paragraph 1 of this Article, which is a preferential claim, shall be paid in full before ordinary creditors can claim their share.

3. The period of unpaid leave, as well as in the situation of maternity, is also considered contractual suspension, provided that the employer is up to date with Social Security and paternity leave, the latter being referred to in paragraph 3 of article 15 of this Law.

Article 131 – (Non-waiver of the right to remuneration)

Clauses by which the employee waives the right to remuneration or in which the provision of free work or that make the payment of remuneration dependent on any uncertain fact are null and void.

CHAPTER IV – SUSPENSION AND TERMINATION OF THE EMPLOYMENT RELATIONSHIP

SECTION I – Suspension of the employment relationship

Article 132 – (Suspension of the contract for reasons concerning the employee)

1. The individual employment relationship shall be considered suspended in cases where the employee is temporarily prevented from performing work, for a fact that is not attributable to him/her, provided that the impediment lasts for more than 15 days, namely:

- a) during the provision of compulsory military service;
- b) during the period in which the worker is provisionally deprived of liberty if, subsequently, he is exempted from criminal prosecution or acquitted.

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

3. The employee is obliged to communicate personally or through an intermediary the fact that he or she is unable to perform the work, failing which the regime of unjustified absences will be applied.

4. During the period referred to in paragraph 1 of this article, the rights, duties and guarantees of the parties inherent to the effective performance of work shall cease, and the duties of loyalty and mutual respect shall be maintained.

5. The suspension shall begin even before 15 days have elapsed, as soon as it is 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 place of work as soon as the impediment ceases or, if justified, within three working days or, within a period of not less than 30 calendar days, counted from the date of cessation of the fulfillment of compulsory military service.

7. The provisions of this article shall not prevent the termination of a fixed-term employment contract, which expires during the period of contractual suspension, by written notice.

8. Failure to reinstate the employee, under a regime of suspension of the employment relationship, under the terms established in this article, shall correspond to tacit dismissal without just cause, except in cases where there is an objective impossibility of reinstatement on the basis of the provisions of article 139 of this Law.

Article 133 – (Suspension of the contract for reasons concerning the employer)

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

2. The employer shall communicate, in writing, to each worker concerned, the reasons for the suspension and indicate the date of commencement and duration of the suspension, simultaneously forwarding copies of these communications to the Ministry that supervises the Labour area and to the trade union body of the company or, in the absence

of such a form, to the representative trade union association.

3. The provisions of paragraphs 4 and 7 of article 132 of this Law shall apply mutatis mutandis to the suspension provided for in this article.

4. During the period of suspension, the General Labour Inspectorate may terminate its application, in respect of all or some of the workers, when it is found that the reasons invoked do not exist or that new workers are admitted to an activity or function that may be performed by the suspended workers.

5. During the period of suspension referred to in paragraph 1 of this article, the worker shall be entitled to seventy-five per cent, fifty per cent and twenty-five per cent of their remuneration in the first, second and third months respectively, and shall not in any case be lower than the minimum wage, practiced in the sector of activity, except for micro, small and medium-sized employers who can pay the amount of not less than fifty percent of the minimum wage.

6. If the impediment persists beyond three months, the payment of remuneration shall be suspended, and the parties may agree to modify, in accordance with Article 76 of this Law, or terminate the employment contract or relationship, without prejudice to the compensation to which the employee is entitled.

7. On the date of termination of the employment contract, the employer shall make available to the employees compensation calculated in accordance with Article 139 of this Law, and the compensation may be divided into three instalments, upon agreement of the parties.

8. During the term of the contractual suspension for reasons referred to in paragraph 1 of this article, the employer may not hire new workers to replace those concerned, under penalty of the suspension being considered null and void.

Article 134 – (Suspension of the contract for reasons of force majeure and unforeseeable circumstances)

1. The individual employment relationship may be suspended in cases of force majeure, understood as any fact of nature, unforeseeable, unavoidable and independent of human will, consisting, in particular, catastrophe, earthquakes, epidemics and pandemics, floods, floods, cyclones, fires, landslides, earthquakes, volcanic eruptions or tsunamis, nuclear radiation, oil spills, plagues or other occurrences that have or are coming, foreseeably affecting the normal activity of the company or establishment.

2. The individual employment relationship may also be suspended as a result of unforeseeable circumstances, although it is avoidable that it will foreseeably affect the normal activity of the company or establishment.

3. This Article shall also apply in cases of imminent or actual aggression by foreign forces, war, insurrection or acts of force which have or will foreseeably affect the normal activity of the undertaking or establishment.

4. The provisions of paragraph 3 of this Article shall not apply where the grounds for suspension constitute the normal risk of the activity.

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

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

7. The employer may not, on the grounds of the unsustainability of the company, terminate the employment contracts and hire new workers to replace the 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 concerned, the reasons for the suspension and indicate the start date and duration of the suspension, if possible, simultaneously sending copies of the communications to the Ministry that supervises the area of Labour and to the company's trade union body and, in the absence of this, to the trade union body of the branch.

9. The provisions of paragraphs 4 and 7 of article 132 of this Law shall apply mutatis mutandis to the suspension provided for in this article.

10. During the period of suspension, the General Labour Inspectorate may terminate its application, in respect of all or some of the workers, when it is found that the reasons invoked do not exist or that new workers are admitted to an activity or function that may be performed by the suspended workers.

SECTION II – Termination of the employment relationship

Article 135 – (Forms of termination of the employment contract)

1. The employment contract may be terminated by:

- a) expiration;
- b) revocation agreement;
- c) denunciation by any of the parties;
- d) termination by any of the contracting parties with just cause.

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

3. The termination of the employment contract shall take legal effect from the knowledge of the contract by the other contracting party, by means of a written document.

Article 136 – (Causes of forfeiture)

1. The employment contract shall expire in the following cases:

- a) after the expiration of the deadline or because the work for which it was established has been carried out;
- b) for the supervening, total and definitive incapacity to perform the work or, if the former is only partial, for the incapacity of the employer to be paid, unless the incapacity is attributable to the employer;
- c) with the death of the sole proprietorship, except

if the successors continue the activity;

d) with the worker's retirement;

e) with the death of the worker;

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

2. Whenever a worker registered with the Social Security System fulfils the requirements for receiving the respective pension, the expiry of his employment contract due to retirement is mandatory.

3. The expiry of the employment contract does not entitle the employee to compensation.

Article 137 – (Repealing Agreement)

1. The agreement for the termination of the employment contract must be included in a document signed by both parties, expressly containing the date of conclusion of the agreement and the date on which the respective effects begin.

2. The employee may send a copy of the agreement on the termination of the employment relationship to the company's trade union body and to the labour administration body for consideration.

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

4. The refusal of the proposal for a revocation 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 138 – (Just cause for termination of the employment contract)

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

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

3. The just cause invoked by the employer extinguishes the individual or collective employment relationship.

4. In particular, the following constitute just cause on the part of the employer:

a) the manifest inaptitude of the worker for the adjusted service, verified after the probationary period;

b) the culpable and serious breach of labor duties by the employee;

c) Arrest or imprisonment if, due to the nature of the worker's duties, it impairs the normal functioning of the services;

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

5. In particular, the following constitute just cause on the part of the employee:

a) the need to comply with any legal obligations that are incompatible with the continuation of the service and does not confer a right to compensation;

b) the occurrence of the employer's behavior that culpably violates the legal and contractual rights and guarantees of the worker.

6. The termination of the employment contract, pursuant to 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 142 of this Law, otherwise proof of just cause will not be admissible.

7. The manifest unfitness of the worker provided for in paragraph a) of paragraph 4 of this article must be proven through a continuous reduction in productivity and quality, and is only admissible when the worker has been given a period of adaptation of not less than 60 days in the workplace after induction provided by the employer in accordance with the practices in use in the company.

8. The termination of the employment contract, pursuant to paragraph c) of paragraph 4 of this article, may only occur if the conditions provided for in the final part of paragraph b) of paragraph 1 of article 132 of this Law are not met and does not confer the right to compensation.

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

10. The termination of the employment contract, based on the terms of paragraph 9 of this article, entitles the employee to the compensation provided for in article 139 of this Law.

Article 139 – (Termination of the contract with just cause at the initiative of the employee)

1. The employee may terminate the employment contract, with just cause, by giving at least seven days' prior notice, expressly and unequivocally indicating the facts on which it is based.

2. The termination of the employment contract for an indefinite period, with just cause on the part of the employee, entitles him to compensation corresponding to 45 days' salary for each year of service and, on a pro-rata basis, for a fraction of time of less than 12 months.

3. The termination of the fixed-term employment contract, with just cause on the part of the employee, entitles him to compensation corresponding to the remuneration that would fall due between the date of termination and the date agreed for the end of the term of the contract.

4. An employee who breaches the time limit set out in paragraph 1 of this article shall pay the employer a fine of seven days' wages, to be deducted from the compensation to which he is entitled.

Article 140 – (Termination of the employment contract by the employee)

1. The employee may terminate the employment contract, with prior notice, without the need to invoke just cause, provided that he communicates his decision, in writing, to the employer.
2. Unless otherwise stipulated, the termination of the fixed-term employment contract, by decision of the employee, must be made at least 30 days in advance, under penalty of giving the employer the right to compensation for damages and losses suffered, in the amount corresponding to a maximum of one month's remuneration.
3. Termination of the employment contract for an indefinite period, unless otherwise stipulated by decision of the employee, must be made with prior notice subject to the following deadlines:
 - a) 15 days, if the period of service exceeds six months and does not exceed three years;
 - b) 30 days, if the length of service is greater than three years.
4. The periods of notice referred to in paragraph 3 shall be counted on consecutive calendar days.
5. An employee who infringes the provisions of paragraph 3 of this article shall indemnify the employer in the amount corresponding to the remuneration he would have received during the notice period.

Article 141 – (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, provided that this measure is based on structural, technological, or market reasons and is essential to the competitiveness, economic reorganization, administrative or productive reorganization of the company.
2. For the purposes of this Law, the following shall be considered:
 - a) structural reasons - those relating to the reorganization or restructuring of production, the change of activity or the lack of economic and financial resources that may result in an excess of jobs;
 - b) technological reasons – those referring to the introduction of new technology, new processes or work methods or the computerization of services that may require a reduction in personnel;
 - c) market reasons – those that have to do with difficulties in placing goods or services on the market or with the reduction of the company's activity.
3. The termination of the employment contract, on the grounds set out in paragraph 2 of this article, shall entitle the employee to compensation, equivalent to:
 - a) 30 days of salary for each year of service, if the employee's basic salary, including the seniority bonus, corresponds to the value between one and seven minimum wages in the sector of activity;
 - b) 15 days' salary for each year of service, if the employee's basic salary, including the seniority bonus, corresponds to the amount between seven and eighteen minimum wages in the sector of activity;

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

4. Individual employment contracts and collective labour regulation instruments may provide for other criteria or bases for calculating compensation which are more favourable to the employee than those provided for in paragraph 3 of this article.

5. Whenever the employment contract for an uncertain term does not provide for the termination of termination, terminating without just cause, the employer shall make available to the employee a monetary compensation under the terms established in paragraph 3 of this article.

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

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

Article 142 – (Formalities)

1. In the event of termination of the employment contract, the employer is obliged to communicate, in writing, to each worker concerned, to the trade union body or, in its absence, or to the representative trade union association and to the Ministry that supervises the area of labour.

2. The communications referred to in paragraph 1 of this article shall be made, in relation to the date scheduled for the termination of the employment contract, at least 30 days in advance.

3. During the period of notice, the employer shall be obliged to provide the clarifications and information requested by the General Labour Inspectorate.

4. In the case of a fixed-term contract, on the date of termination of the employment contract, the employer shall make available to the employee concerned a monetary compensation corresponding to the remuneration that would accrue between the date of termination and the date agreed for the end of the contract.

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

6. The receipt by the employee of the compensation referred to in paragraphs 4 and 5 of this article presumes acceptance of the termination and the reasons on which it is based, as well as the satisfaction of his rights, unless the parties agree to reinstatement.

7. The presumption may be rebutted by challenging the just cause for termination.

Article 143 – (Collective dismissal)

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

Article 144 – (Procedure for collective dismissal)

1. When the employer foresees collective redundancies, it must inform the trade unions and the workers concerned and notify the Ministry that supervises the area of work, before the start of the negotiation process.

2. Workers shall be informed of:

(a) a description of the reasons given for the collective redundancy;

(b) the number of workers covered by the case.

3. The consultation process between the employer and the trade union body, which may not last more than 30 days, shall relate to the grounds for collective redundancies, the possibility of avoiding or reducing its effects, and the measures necessary to mitigate its consequences for the workers concerned.

Article 145 – (Burden of proof of lack of economic resources)

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

Article 146 – (Effects of the dismissal of the termination)

1. The judicial or arbitral decision of nullity of the termination of the employment contract with just cause, on the initiative of the employee, constitutes an obligation to pay the employer compensation corresponding to half of the compensation provided for in paragraphs 2 and 3 of article 139 of this Law.

2. If the grounds invoked for the termination of the employment contract are declared unfounded by the court or by an equivalent entity, the employee shall be 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, less the amount received, where applicable, by way of compensation at the time of dismissal.

3. At the express option of the employee or when objective circumstances make it impossible for him to be reinstated, the employer shall be obliged to pay compensation calculated in accordance with Article 139 of this Law, counting for seniority all the time elapsed between the date of termination and that of the judgment declaring it null and void, up to a maximum of six months.

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

Article 147 – (Work certificate)

1. Whenever the employment relationship is terminated, regardless of the reason for termination, the employer shall issue the employee with a work certificate indicating the period during which the employee has been in his service, the level of professional capacity acquired and the position or positions he has held.

2. The certificate may not contain any other references, unless requested in writing by the employee.



3. If the employee does not agree with the content of the information, he may, within 30 days, appeal to the competent bodies for the appropriate modifications to be made, if necessary.

CHAPTER V – COLLECTIVE RIGHTS AND COLLECTIVE LABOUR RELATIONS

SECTION I – General principles

Article 148 – (Right of association)

1. Workers and employers shall be ensured, without any discrimination and without prior authorization, the right of free association and affiliation for the promotion and defense of socio-professional and business rights and interests.
2. Workers' and employers' associations may constitute higher-level organisations which may join and establish relations in similar international organisations.

Article 149 – (Principle of autonomy and independence)

1. Without prejudice to the forms of support provided for in this Law or in other legislation, it is forbidden for employers, individually or through an intermediary, to promote the constitution, maintenance or operation, by any means, of the structures of collective representation of workers or, in any way, to intervene in the organization and management, as well as to prevent or hinder the exercise of their rights.
2. The structures of representation of employers and workers shall be independent of the State, political parties, religious institutions and other forms of representation of civil society, and any interference by them in their organisation and management and their mutual financing shall be prohibited.
3. The public authorities shall refrain from any intervention that may limit the exercise of trade union rights enshrined in this Law or prevent their legal exercise.

Article 150 – (Objectives)

In the pursuit of their aims, trade unions or employers' organisations shall be responsible for:

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

Article 151 – (Administrative, financial and patrimonial autonomy)

1. In pursuit of their objectives, trade unions and employers' associations shall have the right to conclude contracts and to acquire, free of charge or for consideration, movable or immovable property and to dispose of it in accordance with the law.
2. In pursuit of their objectives, trade unions and employers' associations shall have the power to raise financial resources and to dispose of them.
3. Trade unions or employers' organisations shall have the right to draw up their statutes, to elect their representatives, to organise their management and activities and to formulate their programmes of action.
4. Trade unions or employers' organisations shall respect democratic principles in their organisation and operation, in particular electing their governing bodies, fixing the duration of their mandates and promoting the participation of their members in all aspects of the organisation's activity.

Article 152 – (Protection of freedom of association)

Any agreement or act aimed at:

- a) to subordinate the worker's employment to the condition of joining or not joining a trade union association or withdrawing from the one in which he has joined;
- (b) impose a penalty on the ground that the worker has participated in or promoted the exercise of freedom of association, within the limits of the law, of a collective right;
- c) transfer or in any way prejudice the worker due to the exercise of rights relating to participation in collective representation structures or by membership or non-union membership or union activities.

Article 153 – (Freedom of adhesion and collection of dues)

1. The employee or employer shall be free to join the respective representative bodies, and any discrimination on the grounds of lack of affiliation shall be prohibited.
2. The worker shall not be obliged to pay dues to the trade union to which he is not a member, and any collection system which infringes the individual or collective rights, freedoms and guarantees of workers shall be unlawful.
3. There may be only one trade union committee in the undertaking.
4. If the company's employees are members of different trade unions, the trade union committee must be constituted according to criteria of proportional representation, to be regulated in a collective labour regulation instrument.
5. The unionized worker must pay dues to the union to which he is affiliated under the terms established in the respective statutes.
6. For the purposes of paragraph 5 of this article, the trade union committee shall submit, in writing, the nominal list of unionized workers, signed by each worker, to allow the employer to withhold the deductions at source.
7. The declaration of a visually impaired worker, or one who cannot write, must be signed by a third party, containing the identification elements of both, and the fingerprint of the worker is indispensable.

SECTION II – Formation of trade unions and employers' associations

Article 154 – (Acquisition of legal personality)

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

Article 155 – (Conditions and procedures for registration)

1. The application for registration of any trade union or employers' association shall be addressed to the Minister who supervises the area of labour or to the body to which he delegates, accompanied by the following documents:

- (a) the minutes of the Constituent Assembly;
- b) a nominal list of those present at the constituent assembly;
- c) statutes of the association;
- d) negative certificate of the name of the association;
- e) Document proving the publication of the convocation of the Constituent Assembly.

2. The general regime of associations shall apply, in the alternative, with the necessary adaptations to the constitution, registration and operation of the trade union or employers' association.

Article 156 – (Supply of irregularity)

If the application for registration is vitiated by an irregularity, this is made known to the interested parties to supply it within the period indicated to them.

Article 157 – (Content of the bylaws)

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

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

Article 158 – (Name, registration, publication and annotation)

1. The name of each trade union or employers' organisation shall make it possible to identify it in such a way as not to be confused with that of any other organisation.
2. Once the requirements for the constitution of the trade union or employer organisation have been verified, the central labour administration body shall register them in a proper book within 30 days from the date of filing.
3. After registration, the articles of association shall be subject to publication in *the Official Gazette*, and the costs shall be borne by the interested parties.
4. Any relevant acts of the association's life, such as their amendment, merger, dissolution and election of bodies, shall subsequently be recorded in the specific register book or dossier of associations.

Article 159 (Governing bodies and identification of holders)

1. Without prejudice to others provided for in the respective statutes, trade unions or employers' associations must have the governing bodies provided for in the general regime of associations, namely, the general assembly, the management and the supervisory body.
2. The chairman of the board of the constituent assembly shall send to the central organ of labour administration the identification of the members of the governing bodies together with the respective minutes.
3. As long as the associations do not submit the document referred to in paragraph 2 of this article, the acts carried out by these corporate bodies shall be ineffective.

Article 160 – (Constituent Assembly)

1. The constituent assembly of any trade union or employers' organization shall be convened with the widest publicity, through any means of social communication and through the newspaper with the largest circulation, and shall enable all interested parties to freely express their opinions.
2. The constituent assembly shall draw up a list of participating employers or workers, and the decisions taken shall be recorded in the proper minutes.
3. The provisions of this Article shall also apply to the amendment, merger and dissolution of trade unions or employers' organisations.

SECTION III – Subjects of collective labour relations

Article 161 – (Workers' representative structures)

1. Trade union organisations may be structured into a trade union delegate, a trade union or works committee, a trade union and a general confederation.
2. For the collective defence and pursuit of their rights and interests, workers may set up:
 - a) union delegate – representative body of workers in small companies;
 - b) trade union or company committee – a base body, representative of the union in the establishment or company;
 - c) trade 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 convened for this purpose by a minimum of twenty per cent of the total number of workers.

Article 162 – (Attributions of the union)

In pursuit of the objectives defined in article 148 of this Law, the union's duties are, namely:

a) To promote and defend the rights and interests of workers who exercise the same profession or who are part of the same branch of activity or related activity;

b) to represent the workers in the negotiation and celebration

collective labour regulation instruments;

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

d) To enter into cooperation agreements with similar national and international organizations.

Article 163 – (Competences of the trade union committee and its constitution)

1. In pursuit of the objectives set out in Article 149 of this Law, the trade union committee shall be responsible for:

a) To represent the employees of the company or establishment before the employer in the negotiation and execution of company agreements, in the discussion and solution of socio-professional problems of their workplace;

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

2. The members of the trade union committee shall be elected at a meeting of the workers who are members of the respective trade union, expressly convened for this purpose, from among the employees of the undertaking or establishment.

3. The number of members of the trade union committee and the duration of their term of office shall be determined by the statutes of the respective trade union.

4. Trade union delegates have the same competences as trade union committees.

5. The trade union shall notify the employer of the identification of the members of the elected trade union committee within a maximum period of 15 days after its constitution.

Article 164 – (Attributions of the confederation)

In pursuit of the objectives defined in article 150 of this Law, the confederation's duties are:

a) To promote and defend the interests of workers before the Government and employers' confederations;

b) to propose directly to the Government, after consultation with trade union associations, whether affiliated or not, changes to the labour legislation in force;

- c) to represent trade unions in any negotiation with employers' confederations;
- d) To establish cooperative relations with similar international organizations;
- e) to provide support services to affiliated organizations.

SECTION IV – Exercise of trade union activity

Article 165 – (Meetings)

1. Trade union delegates, trade union committees and trade unions may hold meetings on trade union matters in the workplace, in principle outside the normal working hours of their members.
2. The members of the trade unions must benefit from a credit of hours to be fixed in a collective labour regulation instrument.
3. Meetings of the workers' assembly may be held in the workplace, outside normal hours, upon call by the trade union, or by at least one third of the employees of the undertaking or establishment.
4. Without prejudice to the provisions of the preceding paragraphs, either trade union delegates, trade union committees, trade unions or workers' assemblies may meet at workplaces and within normal working hours, by prior agreement with the employer.
5. The meetings, provided for in the previous paragraphs, shall be communicated to the employer and the employees at least 24 hours in advance.

Article 166 – (Right to display and information union)

1. Trade unions may post in workplaces, in an appropriate place accessible to all workers, texts, notices, communications or information relating to trade union life, as well as arrange for their distribution.
2. All matters not covered by this Law, namely the allocation of a fund of time and facilities for the exercise of trade union activity, shall be subject to negotiation between the trade union body and the employer.

Article 167 – (Protection of the members of the corporate bodies)

1. Members of the governing bodies of trade unions, trade union committees and trade union delegates may not be transferred from the workplace without prior consultation with those associations, nor may they be prejudiced in any way because of the exercise of their trade union functions.
2. An employer is prohibited from terminating without just cause the employment contract of members of the governing bodies of trade unions and trade union committees, for reasons attributable to the exercise of their trade union functions.

SECTION V – Freedom of association of employers

Article 168 – (Constitution and autonomy)

1. Employers' organisations or associations shall be independent and autonomous and may be constituted as a federation or confederation, either at the regional level or by branch of activity.
2. For the purposes of paragraph 1 of this Law, the following definitions shall apply:

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

Article 169 – (Exceptional measures)

Employers who do not employ workers or their associations may join employers' organisations and may not intervene in decisions concerning employment relations.

SECTION VI – Collective bargaining regime

Subsection I – General provisions

Article 170 – (Purpose)

1. The purpose of collective regulation instruments shall be the establishment and stabilisation of collective labour relations and shall regulate, in particular:
 - a) the reciprocal rights and duties of workers and employers bound by individual employment contracts;
 - b) the manner of resolution of 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 determine the content of their respective collective labour regulation instruments, which shall not establish regimes that are less favourable to workers or limit the employer's management powers.

Article 171 – (Principle of good faith)

1. The employer or his association or the trade union body undertakes to respect, in the process of negotiating collective labour regulation instruments, the principle of good faith, namely by providing the counterparty with the necessary, credible and appropriate information for the smooth running of the negotiations and not calling into question the matters already agreed.
2. Employers and trade unions shall be subject to a duty of secrecy in respect of information received subject to confidentiality.
3. Without prejudice to the provisions of paragraph 2 of this Article, trade union bodies shall have the right to provide information on the progress of negotiations to their members and to trade union bodies at higher level.
4. The rules laid down in collective labour regulation instruments may not be set aside by individual employment contracts, except where they provide for working conditions which are more favourable to workers.

Article 172 – (Scope and legitimacy)

1. The legal regime of collective labour regulation applies to all types of companies or establishments.
2. Only employers and workers through their respective organisations or associations are entitled to negotiate and conclude collective labour regulation instruments.
3. In the case of public undertakings, the chairmen of the board of directors and their delegates with sufficient powers to contract shall have standing to negotiate and conclude collective regulatory instruments.

Subsection II – Collective bargaining procedure

Article 173 – (Beginning of the negotiation process)

The collective bargaining process begins with the presentation of a proposal for the conclusion or revision of a collective labour regulation instrument.

Article 174 – (Proposal for collective regulation)

1. The initiative to submit proposals for the conclusion or revision of a collective labour regulation instrument shall be the responsibility of the trade union body or the employer or his association and shall be reduced in writing.
2. For the purposes of paragraph 1 of this Article, the trade union body shall submit the proposal to the employer or his association and vice versa.
3. The proposal must expressly indicate the matters on which the negotiation must focus and must be justified, in particular, based on the labour legislation in force and other applicable standards, always referring to the economic and financial situation of the company, based on the reference indicators of the sector of activity in which it operates.
4. In the negotiation and conclusion of collective labour regulation instruments, the trade union body and the employer or his association may have recourse to the services and technical assistance of experts of their choice.

Article 175 – (Reply)

1. The employer or his association or the trade union body to which a proposal for the conclusion or revision of collective bargaining instrument has a period of 30 days to submit its response, in writing, extendable by agreement between the parties.
2. The reply shall expressly indicate the matters accepted and shall include, for those not accepted, a counter-proposal, which may cover matters not provided for in that proposal.
3. In addition to the labour legislation in force and other applicable rules, the counter-proposal must be based on the economic and financial situation of the company, considering the reference indicators of the sector of activity.
4. The employer or his association or the trade union body shall send a copy of the proposal and the reasons to the ministry responsible for the area of labour.
5. The employer or the association to which the proposal is addressed has the duty to respond to the proposing entity, failing which the regime provided for in paragraph 6 of this article will apply.
6. In the absence of a response to the proposal, within 30 days, the employer or his association or trade union body may request mediation before the public or private bodies of conciliation, mediation and arbitration, under the terms established in this Law.

Article 176 – (Direct negotiations)

1. Direct negotiations shall commence within 10 days of receipt of the reply, unless another deadline has been agreed in writing.
2. At the beginning of the negotiations, the negotiators of both parties must identify themselves, set a schedule for the negotiations and the other rules to which the

negotiating contacts must comply.

3. At each negotiating meeting, the conclusions on the matters agreed and those for future discussion shall be agreed upon and faithfully recorded by the parties.

[Article 177 – \(Content of collective labour regulation instruments\)](#)

1. Collective labour regulation instruments shall regulate:

- a) the relations between trade unions and the employers who grant them;
- b) the reciprocal rights and duties of workers and employers;
- c) the mechanisms for the out-of-court resolution of individual or collective labour disputes, provided for in this Law.

2. Collective labour regulation instruments shall indicate:

- (a) the period during which they remain in force, as well as the form and time limit for their termination;
- b) the territorial scope of its validity;
- c) the trade union and employers' bodies or associations covered by them.

[Article 178 – \(Form and conference of collective labour regulation instruments\)](#)

1. Collective labour regulation instruments, including interim agreements reached by the parties in the negotiation process, shall be in writing.

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

[Article 179 – \(Deposit of collective labour regulation instruments\)](#)

1. The original of the collective labour regulation instruments shall be delivered to the Ministry responsible for the area of labour, for the purpose of verifying their legal compliance and deposit, within 20 days from the date of their conclusion.

2. If, within 20 days of the deposit of the collective labour regulation instrument, the labour administration body does not decide otherwise in writing, it shall be deemed accepted and shall become effective.

[Article 180 – \(Refusal to deposit\)](#)

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

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

[Article 181 – \(Disclosure and publication\)](#)

Employers and trade unions are obliged to disseminate the instruments of collective labour regulation among workers, to place them in an accessible place for consultation by all, to provide the necessary clarifications, and to organise events for this purpose.

[Article 182 – \(Binding to collective bargaining instruments\)](#)

1. Collective regulation instruments shall be binding on employers, signatories or those

who succeed them by any means.

2. The employment relationship referred to in paragraph 1 of this article covers workers in the service, regardless of the date of their admission.

Article 183 – (Validity and effectiveness of collective labour regulation instruments)

1. Collective labour regulation instruments shall remain in full force until they are modified or replaced by others.

2. Collective labour regulation instruments may only be terminated on the date stipulated therein or, in the absence thereof, 60 days before the end of their period of validity with the submission of a new proposal for amendment.

3. During the period of validity of collective labour regulation instruments, employers and workers must refrain from adopting any behaviour that jeopardizes their compliance.

4. During the period referred to in paragraph 2 of this article, workers shall not resort to strike as a means of causing the modification or revision of collective labour regulation instruments, except in the case of the circumstance provided for in paragraph 4 of article 201 of this Law.

Article 184 – (Accession Agreement)

1. Undertakings or establishments in the same sector of activity may adhere, in whole or in part, to the collective labour regulation instruments in force, and shall notify such adherence to the competent local labour administration body, and submit the respective text within 20 days from the date of their adhesion.

2. Membership shall be signed by the employer and the trade union body after the necessary negotiation consultations, under the terms established in this Law.

3. Collective labour regulation instruments to which the parties have adhered shall have effect between them, except in those respects in which reservations have been established by agreement.

Article 185 – (Annulment of clauses)

The workers concerned, trade unions and employers may bring an action before the competent courts for annulment of the provisions of collective labour regulation instruments which they consider to be contrary to the law.

Subsection III – Labour disputes and ways of resolution

Article 186 – (Principles)

The bodies in charge of resolving labor conflicts obey the principles of impartiality, independence, procedural speed, equity and justice.

Article 187 – (Methods of resolving labor conflicts)

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

2. The out-of-court settlement of labour disputes may be carried out by public or private entities, with or without profit, under the terms agreed by the parties or, in the absence of an agreement, in accordance with the provisions of this Law.

3. In mediation proceedings, the employee may be represented by the trade union body and the employer by the employers' association.

4. The creation and operation of conciliation, mediation and arbitration bodies shall be regulated by specific legislation.

Article 188 – (Beginning of the labor dispute resolution process)

1. The labour dispute resolution process begins with the communication and request for intervention, by one or both parties, of the body of their choice, for the purposes of conciliation, mediation or arbitration.

2. The communication referred to in paragraph 1 of this article shall be made in accordance with the procedures prescribed in this Law and in the specific regulation.

3. If the choice of body has been made by one of the parties and the other party does not agree, the appointment shall be made by resolution of the Labour Mediation and Arbitration Committee.

Article 189 – (Conciliation and labor mediation)

Conflicts arising from labour relations may be submitted to labour conciliation and mediation before being referred to arbitration or labour courts, except in cases of precautionary measures.

Article 190 – (Regime applicable to conciliation)

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

Subsection IV – Mediation

Article 191 – (Mediation)

The request for mediation must indicate the subject matter at issue and provide information likely to assist the mediator in resolving the dispute and the reasons for it.

Article 192 – (Mediation process)

1. The mediation and arbitration body shall appoint, within three days of receipt of the request for its intervention, the mediator who shall notify the parties of the date, time and place of mediation.

2. The period of mediation shall not exceed 30 days from the date of the request for mediation, unless the parties agree on a longer period.

3. In the event of an employment dispute, in the event of unjustified non-attendance of the trade union or employer at the mediation session, the mediator may extend the time limit provided for in paragraph 2 of this article up to a maximum of 30 days.

4. If the party who requested mediation does not appear on the day of the hearing for mediation without justified reason, the mediator shall dismiss the case, and if the other party fails to appear, the mediator shall refer the case to arbitration of its own motion, and the defaulting party shall be obliged to pay a fine set by the mediation and arbitration center.

5. The mediator may request from the parties or other competent entities the data and information deemed necessary, as well as make contact with the parties, jointly or separately, or use any other appropriate means to resolve the conflict.

6. If the parties reach consensus, the final text of the minutes shall be drawn up and communicated to the parties who sign it and, in the event of refusal to sign, the punitive measures provided for in paragraph 4 of this Article shall apply.

7. If there is an impasse in the resolution of 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 – Labour arbitration

Article 193 – (Types of arbitration)

1. Arbitration may be voluntary or mandatory.
2. Arbitration shall be voluntary whenever agreed upon by the parties.
3. Voluntary arbitration follows the regime of articles 196 to 198 of this Law and the specific legislation that regulates labour arbitration.
4. Arbitration is mandatory under Article 194 of this Law.

Article 194 – (Mandatory arbitration)

1. When a public company or an employer whose activity is intended to satisfy the essential needs of society is involved in the labour dispute, arbitration may be made mandatory, by decision of the Labour Mediation and Arbitration Committee, after hearing the Minister responsible for the area of work.
2. Activities aimed at satisfying the essential needs of society shall be considered, namely, those referred to in paragraph 4 of article 105 of this Law.
3. The mandatory arbitration process shall follow, mutatis mutandis, the regime of articles 195 et seq. of this Law.

Article 195 – (Designation of an arbitrator or constitution of an arbitration committee)

1. The arbitration committee shall consist of three members, each of whom shall designate its own arbitrator and the third party shall preside over shall be appointed by the labour mediation and arbitration body.
2. All labour mediation and arbitration centres shall notify the Labour Mediation and Arbitration Committee on the matter in dispute, the commencement and end of the arbitration.
3. Managers, directors, administrators, representatives, consultants and employees of the employer involved in the dispute, as well as all those who have a direct financial interest in it or related to any of the parties, shall not be appointed as arbitrators.
4. The provisions of paragraph 3 of this article shall also apply to spouses or those living in a de facto union, relatives in the direct line or up to the third degree of the collateral line, to affinities, adopters and adoptees of the aforementioned entities.

Article 196 – (Arbitration Proceeding)

1. The parties may submit the disputed matter to arbitration if the dispute 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 out-of-court resolution of the dispute.

3. Within five days of the request for arbitration, the conciliation, mediation and arbitration body shall appoint the arbitrator, who shall be the chairperson in cases of arbitration by an arbitration committee, and shall notify the parties of the date, time and place of the arbitration.

4. In cases of arbitration carried out by an arbitration committee, the mediation and arbitration body shall notify the parties to the conflict so that, within three days, each of them may appoint the arbitrator of their choice.

5. The arbitrator or the arbitration committee shall conduct the arbitration proceedings as he or she deems appropriate in order to resolve the dispute in a fair and expeditious manner, and shall take into account the merits of the dispute and the minimum formalities required.

6. Under the discretion of the arbitrator, in determining the appropriate procedures, any of the parties to the conflict may produce evidence, call witnesses, formulate questions and present the respective argument.

7. The parties to the dispute may be represented by the trade union, employers' association or representatives.

8. The arbitrator or the arbitration committee shall render the arbitration award in writing, with the reasons for it, within 30 days from the last day of the hearing of the parties.

9. The arbitrator or the arbitration committee shall send a copy of the arbitration award to each of the parties, as well as to the local conciliation, mediation and arbitration body and to the Ministry responsible for the area of labour, for deposit, within 15 days of the decision being taken.

10. The arbitrator or the arbitration committee may, of its own motion or at the request of the parties, correct any clerical error contained in the award rendered.

[Article 197 – \(Technical support in arbitration\)](#)

1. The arbitration committee or arbitrator may request from the parties and from the competent State bodies or services the data and information it deems necessary for the decision-making.

2. The costs of voluntary arbitration shall be borne by the parties on the terms and conditions agreed by them and, in the absence of agreement, in equal shares.

3. The arbitration committee or arbitrator shall not take a decision on the apportionment of the costs of the arbitration unless one of the parties or its representative has acted in bad faith.

4. The arbitration committee or arbitrator and the experts assisting him shall be subject to the duty of secrecy in respect of information received, subject to confidentiality.

[Article 198 – \(Arbitration Award\)](#)

1. The arbitration award rendered under this Law shall be binding and shall comply with the legislation in force and be deposited in accordance with the regulations of labour mediation and arbitration centres.

2. An arbitral award has the same effects as a court award and is enforceable.

3. An appeal for annulment may be lodged against the arbitration award before the competent labour court.

SECTION VII – Right to strike

Subsection I – General provisions on strikes

Article 199 – (Notion of strike)

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

Article 200 – (Right to strike)

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

Subsection II – General principles

Article 201 – (Recourse to strike)

1. The recourse to strike action shall be decided by the trade unions, after consultation with the workers.
2. In companies or services where there is no trade union body, the use of strike action shall be decided at a general meeting of workers expressly convened for this purpose by a minimum of twenty per cent of the total number of employees of the undertaking or sector of activity.
3. Workers should not resort to strike action without first trying to resolve the collective conflict through alternative means of conflict resolution.
4. During the term of collective regulation instruments, workers shall not resort to strike, except in the face of serious violations of their rights by the employer and only after exhausting the means of resolving the conflict referred to in paragraph 3 of this article.

Article 202 – (Democraticity)

1. The general meeting of workers, referred to in paragraph 2 of article 201 of this Law, may only take a valid decision if at least two-thirds of the employees of the company or establishment are present.
2. The decision to resort to strike action shall be taken by an absolute majority of the workers present.

Article 203 – (Freedom to work)

1. Striking workers must not prevent access to the company's premises, nor resort to violence, coercion, intimidation or any other fraudulent maneuver in order to force the other workers to join the strike.
2. The employer may not force the employee in the middle of the strike to return to the workplace, nor threaten any disciplinary sanction.

Article 204 – (Prohibition of discrimination)

Any act aimed at dismissing, transferring or in any way harming a worker by reason of joining a strike declared in accordance with the law shall be prohibited, considered null and void.

Article 205 – (Representation of striking workers)

1. Striking workers shall, for all intents and purposes, be represented by the respective trade union body or by one or more workers elected by the general meeting, in accordance with Article 201 of this Law.
2. The entities referred to in paragraph 1 of this Article may delegate their powers of representation.

Article 206 – (Duties of the parties during the strike)

1. During the strike, striking workers are obliged to provide 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 labour regulation instruments and, in the absence of these, in accordance with paragraph 3 of this article.
3. During the notice period, the trade union body and the employer, by agreement, shall determine the minimum services and indicate the workers responsible for performing them.
4. In the absence of the agreement referred to in paragraph 3 of this article, the determination of the services and the indication of the workers to provide them shall be 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 the strike is set out in Article 209 of this Law.
6. Without prejudice to the provisions of paragraph 2 of this article, trade union leaders may not be appointed to provide minimum services.
7. For the purposes of the agreement to determine the minimum services and indicate the 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 were not working in the company or service at the date of the notice.

Article 207 – (Prohibition of lock-out)

1. Lock-out is prohibited.
2. 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 existing working conditions or to establish less favourable ones, is considered to be a lock-out.

Article 208 – (Exceptional measures by the employer)

1. The employer may suspend all or part of 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 ensure the safety of workers and other persons.

2. The measures referred to in paragraph 1 of this article shall be communicated to the Ministry responsible for the area of labour within 48 hours.

3. The employer may, for the duration of the strike, replace workers during the strike period, if the legal formalities are not complied with.

4. For the purposes of paragraph 3 of this article, the employer shall request the Ministry that supervises the area of labour to issue an opinion, to be issued within a period not exceeding 48 hours, on whether or not the legal formalities of the strike have been complied with.

Subsection III – Special strike regimes

Article 209 – (Strike in essential services and activities)

1. In services and activities intended to satisfy the essential needs of society, workers on strike shall be obliged to ensure, during the period in which it lasts, the provision of the minimum services essential to satisfy those needs.

2. In the sectors covered by the regime of this article, the determination of minimum services must be included in a collective labour regulation instrument and, in the absence of this, it is the responsibility of the local bodies of the Ministry that supervises the area of work and of the Ministry that supervises the activity to be determined, after hearing the employer and the trade union body.

3. The leaders of the trade union body may not be appointed for the provision of the services referred to in the preceding paragraphs, subject to the provisions of paragraph 2 of article 217 of this Law.

4. Services and activities intended to satisfy the essential needs of society are considered to be those that cannot be interrupted, under the terms of paragraph 4 of article 105 of this Law.

Article 210 – (Strike in free zones)

The holding of the strike in the free zones complies with the provisions of article 209 of this Law.

Subsection IV – Procedures, effects and effective exercise of the strike

Article 211 – (Notice)

1. Before the start of the strike, the trade union body must communicate, in writing, within a minimum period of five working days and within normal working hours, the employer and the Ministry responsible for the area of labour.

2. In companies or services that are intended to satisfy the essential needs of society, the strike notice is seven days.

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

Article 212 – (Conciliatory actions)

During the strike notice, the Ministry that supervises the area of labour or the conciliation,

mediation and arbitration body, on its own initiative or at the request of the employer or the trade union body, may take conciliatory action as it deems appropriate.

Article 213 – (Effective strike)

1. After the notice period has elapsed and the legal formalities have been complied with, workers may go on strike, provided that they have ensured the provision of the minimum services provided for in Article 209 of this Law.
2. Conciliation and mediation bodies or local labour administration bodies may promote conciliatory actions with a view to assisting the parties in reaching an agreement.
3. The strike must be carried out in strict compliance with the legal norms, and the use of violence against persons and the destruction of property is prohibited.

Article 214 – (Effects of the strike)

1. The strike shall suspend, with regard to workers who adhere to 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 paragraph 1 of this article, a strike shall not suspend rights, duties and guarantees which do not depend on or imply the effective performance of work, in particular social security matters, benefits due in respect of accidents or occupational diseases and the duty of loyalty.
3. The suspensive effects of the strike shall not apply, in relation to remuneration, in cases where there is a clear violation of the collective labour 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 the workers on strike or the effects arising therefrom shall not be affected, except for those that presuppose the effective performance of the work.

Article 215 – (Unlawful strike)

1. A strike declared and carried out outside the law shall be unlawful, in particular in cases of recourse to a strike prohibited by law, violation of the procedures for calling a strike, or use of violence against persons and property.
2. During the period of the unlawful strike, the regime of unjustified absences shall apply to striking workers, without prejudice to the civil, misdemeanor and criminal liability applicable to the case.

Article 216 – (End of the strike)

1. The strike shall end at any time, by agreement of the parties, by decision of the trade union body, after consultation with the workers, by decision of the arbitration body or at the end of the period set in the notice period.
2. The decision referred to in paragraph 1 of this article must be communicated immediately to the employer and to the Ministry that supervises the area of work.

Article 217 – (Exceptional measures of the Government)

1. When, due to its duration, extent or characteristics, a strike in services and activities intended to satisfy the essential needs of society may have serious consequences for the life, health and safety of the population or a part of it, or cause a national crisis, the Government may exceptionally take measures it deems appropriate, including civil requisition.

2. The civil requisition may have as its object the individual or collective provision of work, the temporary transfer or use of goods or equipment, public services, public companies and companies with mixed or private capital.

Article 218 – (Content of the civil requisition)

1. The administrative act that decrees the civil requisition must indicate, in particular:

- a) its object and duration;
- b) the entity responsible for the execution of the civil requisition;
- c) the modality of intervention of the armed forces, where applicable, and the regime for the provision of the requested work;
- d) the modalities of management of the companies requested, remuneration of workers and compensation to individuals.

2. The general regime of civil requisition must be included in specific legislation.

Article 219 – (Objectives of the civil requisition)

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

CHAPTER VI – HYGIENE, HEALTH AND SAFETY AT WORK

SECTION I – Health and safety at work

Article 220 – (General Principles)

1. All workers have the right to work in hygiene, health and safety conditions, and the employer is responsible for creating and developing adequate means to protect their physical and mental integrity and to constantly improve working conditions.
2. The employer must provide its workers with good physical, environmental and moral working conditions, inform about the risks of their workplace and instruct on the proper compliance with the rules of hygiene and safety at work.
3. Workers shall ensure their own safety and health and that of other persons who may be affected by their acts and omissions at work, and shall cooperate with their employer in matters of health and safety at work, either individually or through the occupational safety committee or other appropriate structures.
4. An employee who culpably violates the rules of health and safety at work shall incur disciplinary liability under the terms of this Law.
5. The disciplinary liability referred to in paragraph 4 of this article shall be graded taking into account the risk that the worker has created in the workplace.
6. The employer must take all appropriate precautions to ensure that all workstations, as well as their access and exit, are safe and free from risks to the safety and health of workers.
7. Where necessary, the employer shall provide appropriate protective equipment and work clothing to prevent the risk of accidents or adverse effects on workers' health.
8. The employer and the employees are obliged to comply punctually and strictly with the legal and regulatory standards, as well as the directives and instructions of the competent authorities in matters of health and safety at work.
9. Failure by the employer to adopt occupational health and safety measures in activities with exceptional risk shall be classified as a serious labour offence and shall be punished with a fine and suspension of activity in accordance with the specific regulations.
10. Within the limits of the law, companies may establish policies to prevent and combat HIV/AIDS and other endemic diseases in the workplace, and must respect, among others, the principle of employee consent for the purpose of seroprevalence tests.

Article 221 – (Occupational Safety Committees)

1. Occupational safety committees may be set up in companies.
2. The occupational safety committees shall include representatives of the workers and the employer and shall have the purpose of monitoring compliance with occupational health and safety standards, investigating the causes of accidents and, in collaboration with the technical services of the undertaking, organising methods of prevention and ensuring hygiene in the workplace.
3. In activities that present exceptional risks of accidents or occupational diseases, civil construction, extractive, metallurgical, excavation, oil and gas, transport of explosives,

electricity, production or use of toxic products, quarries, among others, the creation of occupational safety committees is mandatory.

Article 222 – (Occupational Health and Safety Regulations)

1. The general standards of health 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 supervise the areas of labour, health and the sector in question, after consulting the trade unions and employers' associations representing them.
2. Business associations and trade unions shall, where possible, establish codes of good conduct in relation to matters of health and safety at work in their respective areas of work.
3. The General Labour Inspectorate is responsible for ensuring compliance with health and safety standards at work, and may request the collaboration of other competent government bodies, whenever it deems it necessary.

SECTION II – Workers' health

Article 223 – (Medical assistance in the workplace)

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 paragraph 1 of this Article shall also apply to employers who have in their service a number of inferior workers and whose activities present exceptional risks of accidents at work.

Article 224 – (Medical care organized by several employers)

The association of several employers is allowed to install and maintain a private health unit, as long as the number of workers does not exceed the installed capacity and is in an adequate place.

Article 225 – (Medical examinations)

1. The doctors in charge or those who replace them, in employers with private health units, must carry out regular examinations of the company's employees, 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 employee is a carrier of an infectious disease that may endanger the health of other employees of the same employer;
 - c) if any worker suffers from a mental illness that discourages his employment in the adjusted service.
2. The rules relating to medical examinations of employees in service and the respective records shall be defined in a joint decree of the Ministers who supervise the area of labour and health.

SECTION III – Accidents at work and occupational diseases

Subsection I – Concept of accident at work

Article 226 – (Notion)

1. An accident at work is an accident that occurs, at the place and during the time of work, provided that it produces, directly or indirectly, in the subordinate worker bodily injury, functional disturbance or illness resulting in death or reduction in the capacity to work or earn.

2. An accident at work is also considered to be one that occurs:

a) on the way to or from the workplace, when using a means of transport provided by the employer, or when the accident is the result of a particular danger of the normal route or other circumstances that have aggravated the risk of the same journey;

b) before or after the performance of the work, provided that it is directly related to the preparation or termination of that service;

c) on the occasion of the performance of work 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 performance of services, even if non-professional, outside the place and time of work, provided spontaneously by the employee to the employer which may result in economic benefit for the latter;

e) other activities organised by the employer.

3. If the injury resulting from the accident at work or occupational disease is not immediately recognized, it is the responsibility of the victim or the legal beneficiaries to prove the causal link.

Article 227 – (Mischaracterization of the work accident)

1. The employer shall not be obliged to compensate for an accident which:

a) it is intentionally provoked by the victim himself;

b) it results from inexcusable negligence on the part of the injured party, by an act or omission of express orders received from persons to whom he or she is professionally subordinate or from the victim's acts that reduce the safety conditions established by the employer or required by the particular nature of the work;

(c) it is the result of intentional bodily harm, unless it is immediately related to another accident or the victim has suffered it because of the nature of the duties he or she performs;

d) results from the deprivation of the use of the victim's reason, permanent or occasional, unless the deprivation derives from the performance of the work itself or, if the employer, knowing the state of the victim, consents to the service;

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

2. For the purposes of this subsection, a case of force majeure shall be understood to be

one which, being due to unavoidable forces of nature, independent of human intervention, does not constitute a normal risk to the profession nor does it occur when performing a service expressly ordered by the employer in conditions of obvious danger.

Subsection II – Occupational diseases

Article 228 – (Occupational disease)

1. Occupational diseases shall be considered to be those resulting from:

- a) Poisoning of lead, its alloys or compounds, with direct consequences of such poisoning;
- b) poisoning by mercury, its amalgams or compounds, with the direct consequences of such poisoning;
- c) poisoning by the action of pesticides, herbicides, dyes and harmful solvents;
- d) intoxication by the action of industrial dust, gases and vapours, being 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 by X-rays or radioactive substances;
- g) carbuncle infections;
- h) professional dermatoses.

2. The list of situations likely to give rise to occupational diseases set out in paragraph 1 of this article shall be updated by a decree of the Minister of Health.

3. Specific regulations shall include industries or professions which may cause occupational diseases.

Article 229 – (Occupational disease manifested after the termination of the employment contract)

- 1. If the occupational disease occurs after the termination of the employment contract, the employee retains the right to assistance and compensation.
- 2. The burden of proving the causal link between the work performed and the illness from which he suffers shall be borne by the worker.

Article 230 – (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 their causes and ways of overcoming them, in close collaboration with the occupational safety committees set up in the company.
- 2. The employer, in collaboration with the trade unions, shall inform the competent labour administration body of the nature of accidents at work or occupational diseases, their causes and consequences, as soon as investigations have been carried out and registered.

Article 231 – (Duty to report an accident at work or occupational disease)

- 1. The occurrence of any accident at work or occupational disease, as well as its consequences, must be reported to the employer by the employee or intermediary.
- 2. Health institutions are obliged to report to the labour courts the death of any injured worker and, in the same way, to report the person in whose care he or she is.

Article 232 – (Duty of assistance)

1. In the event of an accident at work or occupational disease, the employer shall provide the injured or sick worker with first aid and provide him with transport to a medical or hospital centre where he can be treated.
2. The injured worker shall have the right to medical and medication assistance and other necessary care, as well as to the normal supply and renewal of prosthetic and orthopaedic devices, according to the nature of the injury suffered, on behalf of the employer or insurance institutions against accidents or occupational diseases.
3. The costs of transport, accommodation and food, inside or outside the country of the companion of the injured worker, shall be borne by the employer.
4. In order to meet unforeseen needs by reason of his condition, the injured worker may, at his request, receive an advance of one month's compensation or pension.
5. The employer shall bear the costs resulting from the funeral of the injured employee.

Article 233 – (Right to reparation)

1. Every employee has the right to compensation in the event of an accident at work or occupational disease, except when it results from drunkenness, a state of drug addiction or voluntary intoxication of the victim.
2. The right to compensation due to an accident at work or occupational disease presupposes an effort by the employer to occupy the injured worker in a job compatible with his or her residual capacity.
3. If it is impossible to classify the employee under the terms described in paragraph 2 of this article, the employer may terminate the contract, in which case it must compensate the employee under the terms of article 139 of this Law.
4. The pathological predisposition of the injured party, to be regulated in specific legislation, does not exclude the right to compensation, if it is known to the employer.

Article 234 – (Determination of residual capacity)

1. In order to determine the new working capacity of the injured worker, the nature and severity of the injury or illness, the profession, age of the victim, the degree of possibility of his or her readaptation to the same or another profession, and all other circumstances that may influence the determination of the reduction of his or her real working capacity shall be taken into account.
2. The criteria and rules for the assessment of physical impairment and disability due to an accident at work or occupational disease are set out in the specific table published in a specific diploma.

Article 235 – (Group insurance for professional risk)

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

Article 236 – (Pensions and indemnities)

1. When the accident at work or occupational disease causes incapacity for work, the employee has the right to:

- (a) a pension in the event of absolute or partial permanent incapacity;
 - (b) compensation in the event of temporary absolute or partial incapacity.
2. A compensation supplement shall be granted to victims of an accident at work or occupational disease resulting in incapacity and who require the constant assistance of another person.
 3. If the accident at work or occupational disease results in the death of the employee, the survivor's pension is payable.
 4. In cases of absolute permanent incapacity, the pension paid to the injured worker shall never be less than the retirement pension to which he or she would be entitled under the age limit.
 5. The legal regime of pensions and indemnities shall be regulated in accordance with the specific legislation.

Article 237 – (Due date of pensions and indemnities)

1. Permanent incapacity pensions shall expire on the day after discharge and compensation for temporary incapacity on the day following the accident.
2. Death pensions shall begin to expire on the day following the verification of death.
3. Any interested party may apply for a review of the pension for permanent incapacity, alleging a change in that incapacity, provided that, on the date of the determination of the pension or the last review, more than six months and less than five years have elapsed.

Article 238 – (Loss of the right to compensation)

Sufficient grounds for the loss of the right to compensation are acts performed by any injured worker who:

- a) voluntarily aggravate his injury or, by his manifest negligence, contribute to its aggravation;
- b) fails to observe the prescriptions of the attending physician or to use the professional rehabilitation services made available to him;
- c) to involve any entity other than the attending physician in the treatment;
- d) does not report to the doctor or to the treatment that is prescribed to him.

Article 239 – (Prescription of the right to compensation)

1. The right to claim compensation for an accident at work or occupational disease is time-barred if it is not required, within one year from the date of discharge from the clinic formally communicated to the injured party, or from the date of the accident, if the latter causes death or determines permanent, absolute or partial incapacity.
2. Instalments established by court decision or by agreement of the parties, whether due or falling due, shall be time-barred within three years from the date of their maturity. If no payment has been made, the time limit is calculated from the date on which the judgment becomes final or the agreement between the parties has become final.
3. The limitation period shall not begin or run if the employer, having not transferred his



liability to an insurance company, retains the injured party in his service after the accident and for as long as he retains it.

4. The limitation period shall be interrupted if the injured party accepts from the responsible party any payment in cash or in kind, in exchange for what was legally due to him.

CHAPTER VII – EMPLOYMENT

SECTION I – Employment

Article 240 – (Public Employment Service)

In order to implement employment policy measures, the State develops its activities in the areas of the organization of the labor market, with a view to placing workers in jobs appropriate to their professional qualifications and to the demands of employers, through studies of the evolution of employment programs, information, guidance and vocational training and the operation of public and free placement services.

Article 241 – (Employment promotion measures)

Employment promotion measures are:

- a) the preparation and implementation of development plans and programmes, involving all State bodies and in collaboration with the social partners, in articulated and coordinated activities in the areas of job creation, maintenance and recovery;
- b) Support for the viability of individual and collective initiatives aimed at creating employment and work opportunities, as well as the promotion of job-creating investments in the various sectors of economic and social activity;
- c) incentives for the professional and geographical mobility of workers and their families to the extent appropriate to the balance between the supply and demand of employment and according to the application of sectoral and regional investments for the social promotion of socio-professional groups;
- d) the definition of information and professional guidance programmes for young people and workers, with a view to enabling citizens and communities to freely choose their profession and type of work, according to their individual capacities and the demands 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) the regulation, licensing, supervision and supervision of private activities of placing workers.

SECTION II

Youth Employment Promotion

Article 242 – (Contractual regime for young people)

1. With a view to promoting employment, the freedom to use the fixed-term employment contract for young graduates is enshrined.
2. Fixed-term employment contracts entered into with jobseekers may be freely renewed and may not exceed the maximum limit of eight consecutive years of work in the same employer under this regime, except in the cases provided for in article 43 of this Law.

Article 243 – (Mandatory retirement regime)

The mandatory reform, provided for in number 2 of article 136 of this Law, aims to



promote the release of vacancies for young candidates.

[Article 244 – \(Pre-professional internships\)](#)

1. The Government promotes employability through the promotion of pre-professional internships.
2. An employer who receives final-year students, at any level of education, on a pre-professional internship regime, with remuneration, shall 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 for the purposes of professional experience.
5. The legal regime for pre-professional internships is contained in specific legislation.

CHAPTER VIII – VOCATIONAL TRAINING

SECTION I – Vocational training of workers

Article 245 – (Right to professional training)

1. Workers have the right to access vocational training for the improvement of their technical skills, technological updating and professional requalification, and it is the responsibility of the State and employers to ensure and provide training offers for the benefit of workers.
2. The training, improvement, retraining and professional retraining of workers, especially young people, is intended to enable the acquisition of knowledge, skills and skills in order to facilitate their access to new technologies and higher professional levels, with a view to their personal fulfilment and the promotion of the economic, social and technological development of the country.
3. The professional training of active workers shall be provided by their employers.

Article 246 – (Objectives of the professional training of workers)

The Vocational Training of Workers has the following objectives:

- (a) to promote workers' access to training opportunities aimed at improving their technical skills and prospects for development in their professional careers;
- (b) to encourage employers to develop training for workers which meet the needs of their enterprises;
- c) to promote the increase in productivity and competitiveness of companies and their workers.

Article 247 – (Vocational training and guidance)

1. The strengthening of the vocational training of workers presupposes the adoption of measures aimed at, in particular:
 - a) To encourage the coordination of vocational training;
 - b) to stimulate the development of training offers with curricular plans aligned with the real needs of companies;
 - c) to promote the training of workers, provided by employers;
 - d) to prevent the emergence of unemployment as a result of technological development.
2. Vocational guidance, to be carried out in collaboration with the structures of the education system, covers the areas of information on the content, prospects, possibilities for promotion and working conditions of the various professions, as well as on the choice of a profession and its vocational training.

Article 248 – (Training of active workers)

1. Employees in active employment shall have the right to vocational training in accordance with the employer's needs.
2. For the purposes of the provisions of article 247 of this Law, the employer shall organize and structure annual professional training plans in the company, and may be entitled to a certificate, aiming at:

- a) To stimulate the increase in productivity and the quality of the services provided through the professional development of its workers;
- (b) to increase the professional qualifications of its workers and to update their knowledge with a view to their personal development;
- c) to allow the progression of workers in their professional careers;
- d) to prepare workers for technological development in the company;
- e) To facilitate the continuation of studies for workers who intend to attend professional courses outside the company without interference in working hours.

Article 249 – (Apprenticeship)

1. In the context of vocational training, the employer may admit apprentices to work related to the professional specialty to which the apprenticeship refers, which shall allow them access to their professional career.
2. For the purposes of paragraph 1 of this Article, the duration of the apprenticeship shall vary according to the practices related to the profession.
3. Minors under the age of twelve may not be admitted to establishments or companies for apprenticeship.

Article 250 – (Apprenticeship contract)

1. An apprenticeship contract is one by which an establishment or company undertakes to ensure, in collaboration with other institutions, the apprentice's professional training, and the apprentice is obliged to perform the tasks inherent to such training.
2. The apprenticeship contract shall be in writing and shall contain the identification of the contracting parties, the content and duration of the apprenticeship, the time and place at which the apprenticeship is provided and the amount of the training grant, as well as the conditions for termination of the contract.
3. Promissory contracts of employment contracts may be entered into with apprentices that enable them to exercise the profession at the service of the entities that have provided the apprenticeship.
4. The regulatory standards for the apprenticeship of each profession or group of professions shall be defined upon proposal of the interested entities, by a diploma of the Minister responsible for the area of labour.
5. The apprenticeship contract does not confer the status of worker and the rights and duties of the apprentice are regulated by specific legislation.

SECTION II – Professional appraisal of workers

Article 251 – (Purposes of the evaluation)

1. The purpose of the evaluation is to ensure the occupation of jobs by workers who meet the appropriate conditions and to contribute to the wage system.
2. The evaluation shall take place in the following cases:
 - a) when it is necessary to fill vacant jobs;
 - b) when it is intended to ascertain the reasons for the low performance of a worker;

c) at the request of the worker;

(d) by decision of the labour court;

e) By decision of the management of the company or establishment, or on the proposal of the competent trade union body.

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

Article 252 – (Promotion of workers)

1. Promotion is considered to be the worker's transfer to a category corresponding to functions of higher complexity, demands, degree of responsibility and salary.

2. In the promotion of workers, account shall be taken, in addition to their qualifications, knowledge and skills, of the attitude shown towards work, the effort to enhance their professional development, disciplinary conduct, experience and length of service

3. The promotion must be recorded in the employee's individual file and added to his or her employment contract.

4. The employer must disclose to the employees the staff of the company or establishment, as well as the conditions of access and promotion on the basis of which the vocational training and retraining actions are promoted.

Article 253 – (Professional card)

The professional qualifications recognised to workers are registered in a professional card, the regime of which is contained in the specific legislation or in the statutes of the professional associations.

Article 254 – (Professional qualifications)

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

Article 255 – (Worker's guarantees)

When the duties performed by the worker do not correspond to his qualifications, the labour court or the mediation and arbitration body, of its own motion or at the request of the employee, notifies the employer of the job compatible with those qualifications.

Article 256 – (Hiring of retirees)

1. The employee is entitled to retirement under the terms of the specific legislation.

2. Companies are exceptionally allowed to hire experienced retirees on the grounds of the need to transmit professional experience to young workers, provided that they comply with tax obligations.

3. The retiree may only be hired for a maximum period of 5 years, renewable once, except in cases where the employee is also a shareholder or partner of the company.

CHAPTER IX – SOCIAL SECURITY

Article 257 – (Social Security System)

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

Article 258 – (Objectives of the social security system)

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

Article 259 – (Applicable regime)

Social security matters are regulated by specific legislation.

CHAPTER X – INSPECTION AND MISDEMEANORS

SECTION I – Supervision

Article 260 – (Control of labour legality)

1. The control of labour legality shall be carried out by the General Labour Inspectorate, and shall be responsible for supervising the fulfilment of the duties of employers and workers.
2. In the exercise of its activity, the General Labour Inspectorate shall give priority to the education of employers and workers in voluntary compliance with labour standards, without prejudice, when necessary, to the prevention and repression of their violation.
3. The agents of the General Labour Inspectorate shall have free access to all establishments subject to their supervision, and employers shall provide them with the information necessary for the performance of their duties.
4. The rights, duties and other legal prerogatives conferred on labour inspectors are set out in a specific diploma.
5. All administrative and police services and authorities shall cooperate with the agents of the General Labour Inspectorate in the exercise of their duties.

Article 261 – (Powers of the General Labour Inspectorate)

1. It is incumbent upon the General Labour Inspectorate to supervise and ensure compliance with this Law and other legal provisions regulating aspects of working life, and to report to the competent state bodies violations of rules whose compliance it is not responsible for supervising.
2. In the event of imminent danger to the life or physical integrity of workers, the agents of the General Labour Inspectorate may take immediate enforcement measures to prevent such danger, and submit the decision taken to superior confirmation within twenty-four hours.

Article 262 – (Scope of action)

The General Labour Inspectorate carries out its action throughout the national territory and in all branches of activity subject to its supervision, in public, private and cooperative companies, as well as in national and foreign economic and social organisations employing salaried labour.

Article 263 – (Professional ethics and secrecy)

1. Agents of the General Labour Inspectorate shall be obliged, under penalty of dismissal and without prejudice to the application of the penalties of criminal law, to maintain professional secrecy, and may not, under any circumstances, reveal manufacture, cultivation or trade secrets or, in general, any processes of economic exploitation of which they may become aware in the performance of their duties.
2. All sources of reporting of facts that constitute violations of legal or contractual provisions, or that point to installation defects, are considered strictly confidential, and the personnel at the service of the General Labour Inspectorate may not disclose that the inspection visit is the result of a complaint.

3. The agents of the General Labour Inspectorate may not have any direct or indirect interest in the undertakings or establishments subject to their supervision.

4. Agents of the General Labour Inspectorate, in the exercise of their duties or because of them, are prohibited from receiving gifts offered by employers and workers.

SECTION II – Misdemeanours

Article 264 – (Misdemeanor)

For the purposes of this Law, a misdemeanour is any violation or non-compliance with the rules of labour law contained in laws, collective labour regulation instruments, regulations and determinations of the Government, namely in the areas of employment, vocational training, wages, hygiene, safety and health of workers and social security.

Article 265 – (Negligence)

Negligence in labor misdemeanors is punishable.

Article 266 – (Warning Notice)

Before imposing the fine and whenever there are infringements for which it is considered preferable to establish a deadline for their remedy, the agents of the General Labour Inspectorate may issue a warning notice against the offenders.

Article 267 – (Notice)

1. The agents of the General Labour Inspectorate shall draw up reports when, in the exercise of their duties, they verify and prove, personally and directly, any infringements of the rules which they are responsible for supervising.

2. The effectiveness of the report and its value depend on its confirmation by the competent hierarchical superior.

3. After confirmation, the report may not be annulled, suspended or declared ineffective, and its proceedings may continue with the force of a corpus delicto, unless a subsequent verification of irremediable irregularity or non-existence of the infraction, established following the complaint lodged by the violator, within the period granted for voluntary payment.

SECTION III – Penalties

Article 268 – (General sanctions)

1. For violation of the rules established in this Law and other labour legislation, fines shall be imposed, the amounts of which shall be calculated as follows:

a) when the violation refers to a generality of workers, the amount of the fine to be imposed is, according to its seriousness, from five to ten minimum wages;

b) whenever another higher value does not result from the application of specific sanctions, the violation of any labour legal standards is punished with a fine of three to ten minimum wages for each worker covered.

2. The successive practice of the same misdemeanour, within a period of one year from the date of notification of the official report corresponding to the last misdemeanour, constitutes an aggravated transgression, and the applicable fines shall be doubled in their minimum and maximum.

3. The employer may claim from the hierarchical superior of the agent of the General Labour Inspectorate the graduation of the fine imposed.
4. It is incumbent upon the hierarchical superior of the agent of the General Labour Inspectorate to make a ranking up to the maximum limit of the fine.
5. Refusal to notify is a crime of disobedience punishable by law.
6. For the purposes of this Article, the minimum wage shall be considered to be the one in force for each branch of activity on the date on which the infringement is found.

Article 269 – (Special sanctions)

1. Failure to comply with the provisions of Articles 13, 206 and 211 of this Law shall be punished by a fine, ranging from twenty to thirty minimum wages in the sector of activity.
2. Without prejudice to the provisions of paragraph 2 of article 206 of this Law, the appointment of union leaders for the provision of minimum services shall be punished with a fine, ranging from ten to thirty minimum wages in each sector of activity.
3. Violation of the provisions of Article 29 of this Law, relating to the minimum age for admission to work, shall be punished with a fine ranging from thirty to forty minimum wages in each sector of activity.
4. Failure to comply with the provisions of paragraph 6 of article 206 and paragraph 3 of article 209, both of this Law, shall be punished with a fine ranging from two to ten minimum wages in each sector of activity.
5. Violation of the provisions of paragraph 1 of article 205 and paragraph 3 of article 212, final part, both of this Law constitutes a disciplinary offence and incurs civil and criminal liability for striking workers, in accordance with the general law.
6. An employer who violates the provisions of paragraphs 1 and 2 of article 206 of this Law shall compensate the employees in 6 times the salary for the time in which the *lock-out lasted*, without prejudice to the fine imposed by him for the infraction committed.
7. Failure to comply with the provisions of paragraph 3 of article 221 of this Law constitutes an offence and is punishable by a fine ranging from one to five minimum wages in the sector of activity.
8. The minimum and maximum limits of the fine provided for in paragraph 7 of this Law shall be increased to ten, whenever occupational safety committees are not constituted, in cases required by law or collective labour regulations in the event that they have not been constituted after notification by the General Labour Inspectorate.
9. Failure to channel the amounts withheld in accordance with the provisions of paragraph 6 of article 153 of this Law constitutes an offence and is punishable by a fine ranging from one to five minimum wages in the sector of activity.
10. Failure to comply with the provisions of the legal rules on the regime for hiring foreign labour in Mozambique shall be punished with suspension and a fine of five to ten monthly salaries earned by the foreign worker in respect of whom the offence is verified.
11. Failure of employers or their representatives to appear at the services of the General Labour Inspectorate, without justifying cause, when notified to be heard in statements, to provide information, to deliver or show documents, due to the fact that a certain fact has



been found that requires such a procedure, constitutes a transgression punishable by a fine of five to ten minimum wages.

12. The penalty of a fine provided for in paragraph 11 of this article shall also apply in the event that the unjustified failure to appear relates to the notification made by the labour mediation services at the request of the employee concerned.

CHAPTER XI – TRANSITIONAL AND FINAL PROVISIONS

Article 270 – (Regulation)

1. The specific regulations referred to in Article 4 of this Law shall be drawn up or revised within two years from the date of entry into force of this Law.
2. The Government shall be responsible for regulating the different matters of this Law.

Article 271 – (Transitory rule)

1. This Law shall not apply to facts established or initiated before its entry into force, namely, those relating to the probationary period, vacations, limitation periods and limitation periods 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 entered into under Law No. 23/2007, of 1 August, for workers whose salaries, including seniority bonuses, are between one and seven minimum wages, shall be subject to the compensation regime provided for in the above-mentioned Law, up to six months after its approval, subsequently moving to the regime provided for in this Law.
3. For the purposes of entering into new employment contracts, the provisions of paragraph 3 of article 43 of this Law shall apply to small and medium-sized enterprises already constituted, during the first eight years of its validity.

Article 272 – (Acquired rights)

Except as provided for in article 271 of this Law, the rights acquired by the employee on the date of entry into force of this Law shall be safeguarded.

Article 273 – (Repealing rule)

Law No. 23/2007 of 1 August 2007 is hereby repealed.

Article 274 – (Entry into force)

This Law enters into force 180 days after its publication.

Approved by the Assembly of the Republic, on August 7, 2023.

The President of the Assembly of the Republic, *Esperança Laurinda Francisco Nhiuane Bias*.

Promulgated, on August 22, 2023.

Public.

The President of the Republic, Filipe Jacinto Nyusi.

ANNEXES

Glossary

For the purposes of this Law, the following definitions shall apply:

A

Arbitration – is a means of extrajudicial conflict resolution made by an impartial third party chosen by the parties, whose decision is binding on the parties.

Warning Notice – is a document that describes and frames one or more infractions committed by the applicable employer in relation to infractions classified as minor and which have not yet resulted in serious damage to workers, labor administration or social security.

Auto de notícia – is a coercive procedure that aims to ensure compliance with the law in order to promote the improvement of working conditions, with a legal basis provided for both in national legislation, as well as in Conventions No. 81 and 129 of the International Labor Organization – ILO, both ratified by the Mozambican State.

Professional evaluation – is the verification or assessment, according to previously established rules, of the aptitude and qualification requirements that the worker must have to perform certain functions.

C

Employment certificate – is a document issued by the employer after the termination of the employment relationship regardless of the reasons for its termination, which indicates the time during which the employee has been at the service of the company, professional levels and skills acquired and the position or positions held, without any other references, except for a written request made by the employee.

Termination of the employment relationship – is the extinction of the employment relationship established between the employer and the employee.

Code of conduct – is a set of rules that establishes the standards of behavior, attitudes and character required of the employee in the company with the central objective of promoting a homogeneous posture in the exercise of the activity among all members of the employment relationship.

Occupational Safety Commission – is a body made up of workers and the employer whose function is to monitor compliance with the rules relating to hygiene and safety at work, investigation of the causes of the accident, as well as in collaboration with the company's technical services, the organization of methods of prevention and guarantee of hygiene in the workplace.

Conciliation – is a mechanism for the out-of-court resolution of labour disputes that consists of the negotiation of the conflict to be forwarded by a third party (mediator), distinct from the parties (employer and worker or workers), which puts the parties in contact (brings the parties together) facilitating the conduct of the negotiation, playing an active role in it, since it can present a possible mechanism for resolving the labour conflict.

Adhesion employment contract – is a type of employment contract, reduced to writing, in

which one of the parties, the employer, expresses its contractual will through pre-drafted contractual clauses and the employee adheres expressly or tacitly, entering into the employment contract that provides for the existence of an internal regulation or code of conduct.

Collective labour agreement – is a mechanism for self-regulation of the interests of workers and employers that consists of an agreement entered into between employers or an employers' association and one or more workers' associations on their behalf with the aim of regulating individual and collective work situations in a certain profession or sector of activity and in a certain geographical area or company.

D

Mischaracterization of the work accident – consists of the non-classification as an accident at work the accident suffered by the worker due to violation of safety rules, whether intentionally or by gross negligence and in the other situations provided for in this Law.

Occupational disease – is any clinical situation that arises localized or generalized in the body, of a chemical, biological, physical and psychic nature that results from professional activity and directly related to it.

E

Employer – is the natural or legal person, under public or private law, who in the employment contract or in the legal employment relationship is a creditor of the provision of the activity and debtor of the payment of remuneration.

Temporary work employer – is any natural or legal person, governed by private law, whose services consist of employing workers in order to make them available to a third person, natural or legal, called a user, who determines their tasks and supervises their execution.

User entity – is the natural or legal person who enters into a contract of use with the private employment agency, under which the latter undertakes to make available to it, for remuneration, one or more workers temporarily.

F

Sources of Labor Law – are the modes of formation and revelation of labor legal norms.

I

General Labour Inspectorate – is a public institution, endowed with legal personality and administrative autonomy responsible for the control or supervision of labour legality.

Collective Labour Regulation Instruments – these are specific sources of Labour Law that aim to regulate certain working conditions applicable to certain employment relationships.

Employment intermediation – is the service that aims to bring the supply and demand of employment closer together, promoting the placement of the job seeker without the job centre becoming part of the employment relationships that may arise from it.

M

Mediation – is a means of extrajudicial resolution of the labour conflict that translates into the self-regulation of disputes carried out by the mediator who does not judge the

dispute, but is limited to bringing the parties together in the resolution of the conflict, who may or may not reach an agreement.

N

Collective bargaining – is a process consisting of negotiation between an employer, a group of employers or an organisation or several organisations of employers and one or more workers' organisations with the aim of regulating the relationship between employers and workers and setting working conditions.

O

Union body – is the private union or association of people that aims to promote and defend the socio-professional rights and interests of workers before their respective employers.

P

Plurality of employers – consists of the worker in a group of companies or companies with a common organisational structure, entering into an employment contract and undertakes to provide his activity to two or more employers, subject to the directive power of all, without prejudice to the identification of an employer who represents the others in the fulfilment of the obligations arising from the contract.

Multi-employment – consists of the worker, through two or more employment contracts, committing himself to provide paid professional activity, to two or more employers depending on the number of contracts signed.

Prescription – consists of the extinction or loss of a right resulting from the non-exercise of the same, for a period of time established by law.

R

Civil requisition – is an exceptional mechanism, which in cases of strike in services and activities aimed at satisfying the essential needs of society allows the State to resort to a set of determined and necessary measures to, in particularly serious circumstances, ensure the individual or collective provision of the activity, the transfer or use of goods or equipment, public services, public and mixed-capital or private companies may have consequences for the life, health and safety of the population or a part of it or cause a national crisis for its duration.

Occupational risk – is any fact or situation related to the worker's workplace or the provision of the activity and with the potential to cause damage to the worker, especially an accident at work or occupational disease.

T

Telework – is the provision of work activity that is carried out under the authority and direction of the employer, usually outside the employer's establishment and with the use of information and communication technology means against the payment of remuneration.

Worker – is any natural person, national or foreign, who in the employment relationship appears as the debtor of the provision of the activity and creditor of the remuneration.

Emigrant worker – is any national citizen who works and takes up residence in foreign



territory, observing the appropriate mechanisms, established by the foreign country for their admission, and the Mozambican authorities are responsible for protecting.

Foreign worker – is a non-national worker hired to carry out his professional activity in the Republic of Mozambique, according to the rules in force in the Mozambican legal system.

Intermittent work – is that in which the provision of activity is done in a non-continuous or variable way, with alternation of periods of activity and inactivity, for one or more periods.

Seasonal work – is work whose execution is temporary and punctual, and is associated with a certain factor or that, roughly speaking, its verification has to do with a certain period of the year or objective conditions.

Z

Free zone – is the area or region delimited within the Mozambican territory, subject to privileged customs treatment or by another, which benefits from tax incentives and reduced or exempt customs tariffs.



WHY MOORE?

Moore in the world

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Our services include:

- Company valuation
- Feasibility studies
- Investments and financing
- Restructuring of companies and organizations
- Strategic and business plans
- Information systems consulting, focusing on the implementation and development of integrated systems
- Human Resources Consulting
- Specific training

Auditing

In addition to validating financial information from companies and institutions, we analyze not only the correct application of standards and legislation, but also the internal control system and the continuity of operations.

Our professional performance in this area includes, in particular:

- Full audit of financial statements
- Review of internal control
- Limited review of financial statements
- Examination of forward-looking financial information
- Specific audits (incentives, due diligence, accounting, research, statistics)



- Internal audit, management, information technology, taxation and others

Accounting Services

Moore Mozambique is the largest accounting service provider in the country, with more than 30 technicians and several client companies.

We offer the ideal solution for entrepreneurs and institutions that want to focus on their core business, delegating specialized administrative tasks to experienced and qualified professionals.

Our main services include:

- IFRS transition and implementation
- Accounting Services
- Accounting outsourcing
- Payroll services
- Account consolidation
- Education

Taxation

Moore Mozambique monitors the compliance with tax obligations of companies, institutions and individuals, reviewing strategies to optimize tax solutions and minimize tax risks.

Our services include:

- Monitoring compliance with tax obligations and charges
- Mergers and acquisitions
- Insolvency proceedings
- Complete diagnosis of the fiscal situation
- Tax planning and prevention
- Studies on the tax framework
- Capture of tax incentives
- Support in the taxation of expatriates
- Preparation of the Transfer Pricing Dossier
- Advice on capital transfer



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