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LABOUR & EMPLOYMENT

Angola

LEXOLOGY

Labour & Employment

Contributing Editor

Matthew Howse

Morgan, Lewis & Bockius LLP

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Contributors

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FTL Advogados

FTL ADVOGADOS

Filipa Lima filipa.lima@ftl-advogados.com
Érica Palhares erica.palhares@ftl-advogados.com

LEGISLATION AND AGENCIES

Primary and secondary legislation

What are the main statutes and regulations relating to employment?

Angola's labour and employment rules are mainly contained in Law No. 12/23 of 27 of December 2023 (the General Labour Law). The following legislation on other matters is also relevant:

- Law No. 23/91 of 15 June 1991 on the right to strike;
- Law No. 21-D/92 of 28 August 1992 on trade unions;
- Law No. 20-A/92 of 14 August 1992 on the right to collective bargaining;
- Decree No. 31/94 of 5 August 1994 on setting forth the security, hygiene and health at work system;
- Law No. 7/04 of 15 October 2004 on social protection;
- Decree No. 53/05 of 15 August 2005 on setting forth the legal regime applicable to work accidents and occupational diseases;
- Presidential Decree No. 12/16 of 15 January 2016 on regulation of vacancies and procedure for hiring persons with disabilities;
- Presidential Decree No. 29/17 of 27 February 2017 on setting forth the list of work prohibited or restricted to women;
- Presidential Decree No. 43/17 of 6 March 2017, as amended by Presidential Decree No. 79/17 of 24 April 2017, on regulating non-resident foreign employees' professional activity;
- Presidential Decree No. 31/17 of 22 February 2017 on setting forth the legal regime for the temporary assignment of employees;
- Law No. 13/19 of 23 May 2019 on setting forth the legal regime applicable to foreigners;
- Presidential Decree No. 163/20 of 8 June 2020 on regulation of the law on the legal regime of foreign citizens;
- Presidential Decree No. 52/22 of 17 February 2022 on setting forth the legal regime applicable to teleworking;
- Presidential Decree No. 54/22 of 17 February 2022 on the national minimum wage;
- Presidential Decree No. 96/22 of 2 May 2022 on setting forth instructions for the preparation and submission of the occupational qualifier; and
- Presidential Decree No. 285/22 of 8 December 2022 on list of prohibited or restricted work for minors.

Law stated - 1 março 2024

Protected employee categories

Is there any law prohibiting discrimination or harassment in employment? If so, what categories are regulated under the law?

Angola's Constitution establishes the principle of non-discrimination for all persons regarding:

- origin;
- gender;
- race, ethnicity or skin colour;
- disability;
- language;
- place of birth;
- religious, political, ideological and philosophical convictions;
- education level;
- economic or social condition; and
- profession.

Every person also has the right to work and to not be subject to discrimination. This is recognised in the General Labour Law and is granted to everyone.

Employers must enforce rules equally regarding men and women. Employers must also ensure that equal pay is provided for the same position or jobs of an equal position.

The General Labour Law establishes that a job of an equal position to another job is considered as essentially the same job when the work tasks are similar and the job has a similar value; and even when the work tasks are of a different nature, it is still considered as equivalent.

Law stated - 1 março 2024

Enforcement agencies

What are the primary government agencies or other entities responsible for the enforcement of employment statutes and regulations?

The Ministry of Public Administration, Labour and Social Security is responsible for the definition of employment and social security policies and regulations. It also oversees the National Institute of Social Security.

The General Labour Inspectorate ensures the application and observance of labour legislation, and also informs, guides, supervises and sanctions the action of parties in legal labour relationships.

Employment centres are geographically organised in different locations. They promote employment and professional qualifications, and collect and keep statistical data on employment.

The National Institute of Social Security is a public institute responsible for assuring the rights of employees and employers under the mandatory social protection regime, collecting

and managing social security contributions, paying social protection pensions, and applying penalties for breaches of social protection legislation.

Labour courts resolve judicial disputes.

Law stated - 1 março 2024

WORKER REPRESENTATION

Legal basis
Is there any legislation mandating or allowing the establishment of employees' representatives in the workplace?

The fundamental rights of employees are:

- freedom of association, and the right to organise and exercise trade union activity;
- the right to collective negotiation;
- the right to strike;
- the right to meet and participate in a company's social activities;
- freedom of expression and dissemination of thought and opinion;
- the right to physical and moral integrity; and
- the right to privacy.

The creation of a representative body of employees is not mandatory, but the employer must recognise one if it is informed that such a body has been created.

Under Law No. 21-D/92 of 28 August 1992 on trade unions, an employer must recognise the existence of any union that proves it is legally registered.

Additionally, legislation on health, safety and the environment, requires companies that employ 50 or more people, and those in which jobs present greater risks of accidents at work or occupational diseases, must create an accident prevention commission as well as commissions for health, safety and the environment.

Law stated - 1 março 2024

Powers of representatives
What are their powers?

The employee representative body must issue opinions on working hours, internal regulations, changes in employers and other matters that require the approval of employees.

A trade union is entitled to:

- issue opinions on the content of internal regulations related to working hours, salary organisation, health, safety and environment matters;
- support employees during disciplinary procedures;

- issue an opinion on the disciplinary measure to be applied to the employee in the case where the employee is a trade union representative or a member of the employee representative body;
- receive prior communication of the suspension of the employment agreement in the case where the employee is a trade union representative or a member of the employee representative body;
- exercise the right to collective bargaining;
- participate in the promotion of social and cultural life of employees; and
- conduct all claims for the benefit of employees, including filing lawsuits.

Employees who are, or have been, union leaders, union representatives or members of employee representative bodies, enjoy special protection from dismissal and the right to justified absences for the performance of necessary and urgent acts in the exercise of their functions.

A commission for the prevention of accidents at work must support the employer, the General Labour Inspectorate and other authorities in applying and developing regulations regarding the environment, safety, health and hygiene, and monitor their application.

Law stated - 1 março 2024

BACKGROUND INFORMATION ON APPLICANTS

Background checks

Are there any restrictions or prohibitions against background checks on applicants? Does it make a difference if an employer conducts its own checks or hires a third party?

There is no legal provision prohibiting an employer from requesting work references from a potential employee or from making an inquiry concerning any work they performed in the past.

Upon termination of a labour relationship, the employer must issue a work certificate that indicates the employee's start and termination dates of employment, their job function, and their professional qualification or qualifications. At the employee's request, it may also include an assessment of their professional qualities.

Law stated - 1 março 2024

Medical examinations

Are there any restrictions or prohibitions against requiring a medical examination as a condition of employment?

An employer may not, for the purposes of recruitment, require a job candidates or employee to undergo tests or medical examinations, except when it is necessary for the protection and

safety of the employee or third parties, and if particular requirements inherent to the activity carried out by the employee justify it.

An employer may not require a job candidate to undergo pregnancy tests or examinations.

Medical staff who conduct a medical examination of a job candidate may only communicate to an employer if the candidate is fit or not to carry out the activity.

Law stated - 1 março 2024

Drug and alcohol testing

Are there any restrictions or prohibitions against drug and alcohol testing of applicants?

An employer may not, for the purposes of recruitment, require an applicant to undergo tests or medical examinations, including drug and alcohol, except if necessary for the protection and safety of the employee or third parties, and if particular requirements inherent to the activity carried out by the employee justify it.

Law stated - 1 março 2024

HIRING OF EMPLOYEES

Preference and discrimination

Are there any legal requirements to give preference in hiring to, or not to discriminate against, particular people or groups of people?

Employers in strategic and priority sectors (eg, the oil and gas sector) must employ Angolan citizens in all available positions unless there are no Angolan citizens in the national market with the required qualifications and experience.

All private employers with 10 or more employees must maintain a 2 per cent reserve of vacancies for employees who have a degree of disability equal to or greater than 60 per cent.

Law stated - 1 março 2024

Written contracts

Must there be a written employment contract? If yes, what essential terms are required to be evidenced in writing?

The employment contract may take any form agreed between the parties, unless the law expressly determines that the contract must be concluded in writing. The following types of contracts must be in writing:

- promissory employment contracts;
- fixed-term employment contracts; and
- special employment contracts, namely:

- group contracts;
- apprenticeship contract and internship contracts;
- employment contracts on board commercial and fishing vessels;
- employment contracts on board aircrafts;
- employment contracts for civilian employees in military manufacturing establishments;
- rural employment contracts;
- employment contracts for non-resident foreigners;
- temporary employment contracts;
- teleworking contracts;
- Service Commission employment contracts;
- ports employment contracts;
- domestic employment contracts; and
- artistic employment contracts.

An employer is therefore responsible for ensuring that employment contracts comply with the law.

An employment contract must contain the following elements:

- identification and habitual residence of the contractor;
- professional classification and occupational category of the employee;
- workplace;
- weekly duration of normal work;
- amount, form and period of salary payment;
- ancillary or complementary benefits and those granted in kind, with an indication of the respective values or calculation bases;
- entry into force date and validity of the contract;
- place and date of conclusion of the contract; and
- signature of both contractors.

Law stated - 1 março 2024

Fixed-term contracts
To what extent are fixed-term employment contracts permissible?

The law determines that, as a rule, an employment contract must be for an indefinite period of time. Fixed-term contracts are only allowed in exceptional situations, as provided for by the law, which must be verified.

Fixed-term employment contracts are permitted in the following situations involving:

- the replacement of a temporarily absent employee;
- a temporary or exceptional increase in the company's normal activity resulting from increased tasks, excess orders, market reasons or seasonal reasons;
- carrying out occasional and specific tasks that do not fall within the company's current activity;
- seasonal work;
- when the temporarily limited activity to be carried out does not necessitate expanding the company's permanent staff;
- the execution of necessary urgent work or to organise measures to safeguard the company's facilities or equipment and other assets in order to prevent risks to them and employees;
- the launch of new activities of an uncertain duration, the start of work activity, restructuring or expansion of the activities of an employer or work centre;
- the employment of individuals who have been unemployed for more than a year, or members of other social groups covered by legal measures for integration or reintegration into active life;
- the execution of well-defined tasks, periodic in the employer's activity, but of a discontinuous nature;
- the execution, direction and supervision of civil construction and public works, industrial assembly and repairs and other works of the same nature and duration; and
- learning and practical professional training.

When one of the situations for permitting a fixed-term employment contract is verified, the maximum duration is five years, and after this period the contract will convert into a contract for an indefinite period.

Law stated - 1 março 2024

Probationary period

What is the maximum probationary period permitted by law?

An employment agreement for an indefinite term can include a probationary period of up to 60 days. The parties may, by written agreement, reduce or remove this period and extend it by up to four months (for employees engaged in work of high technical complexity) or up to six months (for employees performing management functions).

An employment agreement with a term can include a probationary period of no more than 30 days.

Law stated - 1 março 2024

Classification as contractor or employee

What are the primary factors that distinguish an independent contractor from an employee?

The main features of an employment agreement are:

- the provision of activity for the benefit of someone else;
- within a relevant organisation of the employer;
- under the employer's direction and authority; and
- in exchange for compensation.

A service provision relationship (ie, a contractor agreement) occurs when a party agrees to perform an activity for the benefit of someone else, with or without compensation. The contractor is not subordinate to the contracting party and is not required to follow their instructions.

In an employment agreement, the employee is subordinate to their employer. This form of agreement is associated with activities that are performed at a specific workplace following an established work schedule in exchange for certain and periodic compensation.

Proof that an employment contract exists may be provided by any means allowed by law. However, legally, such agreements are presumed to exist between parties providing services and parties benefitting from them.

Law stated - 1 março 2024

Temporary agency staffing

Is there any legislation governing temporary staffing through recruitment agencies?

There is no specific legislation regarding recruitment companies in Angola.

The temporary assignment of employees to a third party by a recruitment company (agency) is regulated by specific legislation. In these cases, the employment relationship is between the employee and the agency, not between the employee and the third party.

Law stated - 1 março 2024

FOREIGN WORKERS

Visas

Are there any numerical limitations on short-term visas? Are visas available for employees transferring from one corporate entity in one jurisdiction to a related entity in another jurisdiction?

Angola's short-term visa does not permit a foreign citizen to carry out any remunerated activity in the country or to stay in the country for more than 10 days. There is no limit on the number of short-term visas that may be issued.

A foreign citizen can only perform remunerated work in Angola if they hold a work visa, a temporary stay visa or an investor's visa.

A work visa allows the holder to carry out the professional activity that justified its issuance and only for their employer.

There is no specific visa for employees who are transferring from a corporate entity in one jurisdiction to a related entity in another.

Law stated - 1 março 2024

Spouses

Are spouses of authorised workers entitled to work?

A temporary stay visa can be issued to the spouse or family members of the bearer of a work or investor's visa. A temporary stay visa allows the holder to carry out a remunerated activity in Angola.

Law stated - 1 março 2024

General rules

What are the rules for employing foreign workers and what are the sanctions for employing a foreign worker who does not have a right to work in the jurisdiction?

The hiring of foreign employees is regulated. In addition, some strategic sectors (eg, oil and gas) must comply with specific rules on the hiring of foreign workers.

A maximum of 30 per cent of an employer's workforce may consist of non-resident foreign manpower. The remaining 70 per cent must be filled by the national workforce (ie, Angolans and foreign residents).

An employer may only hire a non-resident foreign worker if they meet the following requirements:

- they have reached the age of majority under Angolan legislation and the corresponding foreign law;
- they have a technical or scientific professional qualification proven by the employer;
- they have the required physical and mental health, as proven by a medical certificate issued in the country in which the hiring takes place;
- they have no criminal record, as proven by a document issued in the country of origin; and
- they have not acquired Angolan nationality.

An employment agreement with a non-resident foreigner must be in writing. Also, the employer must register the agreement with an employment centre near its location and pay

a registration fee of 5 per cent of the foreseen remuneration outlined in the employment agreement.

An employer that hires a foreign who is not authorised to work in Angola may be subject to imprisonment (in the case of an individual employer), fines issued by the labour and migratory authorities, and a prohibition on hiring foreign workers for up to five years. In addition, the employee may be expelled from Angola and the employer would be responsible for the costs of the expulsion as well as for paying any undeclared taxes that the employee was liable for.

Law stated - 1 março 2024

Resident labour market test

Is a labour market test required as a precursor to a short or long-term visa?

An employer intending to hire a foreign employee must first publish the job vacancy in an Angolan national newspaper to seek applications from Angolan employees.

If national candidates do not meet the job requirements requested, the employer may resort to hiring a foreign non-resident employee. However, an application for a work visa for a foreign non-resident employee must be accompanied by a favourable opinion of the competent ministry supervising the employer's sector of activity.

Law stated - 1 março 2024

TERMS OF EMPLOYMENT

Working hours

Are there any restrictions or limitations on working hours and may an employee opt out of such restrictions or limitations?

Normal working hours cannot exceed 44 hours per week and eight hours per day.

The weekly limit may be extended to 54 hours if an employer uses a shift, modulated, variable or recovery schedule, or if the work is intermittent or requires simple presence.

The daily limit can be extended to nine hours if the work is intermittent or requires simple presence, and to 10 hours if the work is intermittent or requires simple presence and the employer uses a modulated, variable or recovery schedule.

The weekly and daily limits may be reduced by a collective bargaining agreement or by a presidential decree (for work performed under conditions that are particularly exhausting, tiring or hazardous, or may be dangerous for employees' health).

Special types of working schedules include:

- shift work;
- part-time work;
- availability regime;
- alternating working hours (ie, working time corresponding with rest time);

- student employee working hours;
- flexible working hours for employee with family responsibilities; and
- exemptions from fixed working hours.

Law stated - 1 março 2024

Overtime pay – entitlement and calculation

What categories of workers are entitled to overtime pay and how is it calculated?

All employees are entitled to overtime pay. Only work performed outside of a normal working day by employees who are exempt from a fixed work schedule (mainly those in management and supervisory roles) is considered paid overtime.

Overtime is earned whenever established working periods are exceeded. Employers are obliged to record the start and end of each period of overtime by each employee on a daily basis and calculate each employee's total overtime each month.

Rates for overtime pay are currently:

- up to 30 hours per month: 50 per cent over normal hourly remuneration; and
- more than 30 hours per month: 75 per cent over normal hourly remuneration.

Overtime is subject to a maximum permitted duration of two hours per day, 40 hours per month and 200 hours per year.

Law stated - 1 março 2024

Overtime pay – contractual waiver

Can employees contractually waive the right to overtime pay?

Employees may not contractually waive their right to overtime pay.

Employees who are exempt from fixed work schedules can contractually waive their right to overtime pay for work rendered after normal working periods during normal working days, but cannot waive their right to overtime pay for performing work on rest days or bank holidays.

Law stated - 1 março 2024

Vacation and holidays

Is there any legislation establishing the right to annual vacation and holidays?

Law No.12/23 of December 2023 (the General Labour Law) provides a mandatory vacation period of 22 working days for each complete year of work.

Employment agreements with a term, the initial duration or contract renewal period of which does not exceed one year, are entitled to a vacation period equal to two working days per full month of employment, limited to a maximum of 22 working days.

The annual vacation entitlement is based on work rendered during the previous calendar year and becomes available on 1 January of the following year. New employees must complete six months of work before they may use their annual vacation entitlement.

Employers, except for entities that hold continuous work licences, must suspend work on national holidays. A list of national holidays is available in specific legislation, which also regulates additional days off and bridge holidays granted by the government.

Law stated - 1 março 2024

Sick leave and sick pay

Is there any legislation establishing the right to sick leave or sick pay?

If an employee is absent from work due to a confirmed illness, the employer must pay the employee 100 per cent of their salary for the first six months of absence, and the employer has the right to request from the social security authority a reimbursement for the amounts paid.

The employment agreement expires if the employee is absent for more than 12 months.

An employment agreement with a term will terminate when it reaches its term, regardless of whether the employee is ill.

Law stated - 1 março 2024

Leave of absence

In what circumstances may an employee take a leave of absence? What is the maximum duration of such leave and does an employee receive pay during the leave?

The following absences are considered justified and so require employers to pay their employees in full.

Death of spouse or civil partner or death of parents, children, siblings and other members…	8 working days
Death of grandparents, grandchildren, uncles, cousins, nephews, father-in-laws, son-in-laws and daughter-in-laws	3 working days

Trade union activity or employee representation	4 working days per month for the exercise of functions as a member of the executive body of a Union and 4 or 5 hours per month for each trade union delegate or for each member of the employee representative body
Prenatal and postnatal consultation	1 day per month during the pregnancy period…
Maternity leave	3 months (calendar days)
Maternity leave (multiple births)	3 calendar months + 4 calendar weeks
Legal or military obligations	2 business days per month (up to 8 business days per year)
Illness or accident of spouse, parents or child up to the age of 18	8 working days per year
Cultural or sports activities, or participation in official competitions	8 working days per year
Participation as candidate in general and local elections	No limit foreseen in the law
Straight line relatives or brother/sister's wedding	1 day

If an employee fails to provide documents justifying an absence, an employer may consider it an unjustified absence, and disciplinary measures and reductions of salary may be applied.

Paternity leave

The length of paid paternity leave is one day but it may be extended for a supplementary leave of seven working days, consecutive or interpolated, unpaid.

Maternity leave

The length of paid maternity leave is three months but may be extended for an additional four weeks in the case of multiple births.

Pregnant employees normally stop working four weeks before the estimated date of delivery and return to work 10 weeks after childbirth. They must remain absent from work for at least nine weeks after delivery.

After the maternity leave has ended, an employer may request the National Institute of Social Security to reimburse the wages paid to the employee during the period of leave.

An employee may request their employer to extend maternity leave by up to four weeks. However, this additional leave is unpaid.

Law stated - 1 março 2024

Mandatory employee benefits
What employee benefits are prescribed by law?

All employees are entitled to a vacation allowance of 50 per cent of their base salary for each year of effective work and to a Christmas bonus of at least 50 per cent of their base salary.

Food or transport allowances are not mandatory according to Angolan law but employers may, whenever justified and in accordance with economic conditions, provide cafeterias, canteens and kitchens to sell or supply food to meet the needs of employees or their families.

If an employee must work in a place far enough away from their usual place of residence that they require a new residence for the duration of the labour relationship, both parties must agree on transport and accommodation provisions for the employee and their family.

Law stated - 1 março 2024

Part-time and fixed-term employees
Are there any special rules relating to part-time or fixed-term employees?

Part-time and fixed-term employees are subject to the same rules, and are entitled to the same rights, as full-time employees.

Part-time employees

Part-time work is legally defined as labour activity carried out for a maximum period of five hours per day or four hours per night.

Part-time labour agreements must be in writing.

Wherever possible, employers must facilitate part-time work for employees with family members with reduced work capacities who attend high school or college.

Part-time employees enjoy the same rights and duties as full-time employees, but their remuneration is proportional to the work they perform.

Fixed-term employees

Open-ended agreements are the norm under Angolan law and fixed-term employment agreements may only be executed under certain circumstances, taking into consideration the nature of the activity and provided that fixed-term employment is required to support provisional needs.

Fixed-term employment contracts are permitted in situations involving, for example:

- the replacement of a temporarily absent employee;
- a temporary or exceptional increase in the company's normal activity resulting from increased tasks, excess orders, market reasons or seasonal reasons;
- carrying out occasional and specific tasks that do not fall within the company's current activity; and
- seasonal work.

An employment contract for a fixed period, depending on the situation that led to its conclusion, can be renewed for up to five years; after this period, if neither party terminates it, the contract automatically converts into an open-ended contract.

If the parties do not intend to renew a fixed-term contract, a 30-day prior written communication is required.

The holiday entitlement of an employee with a fixed-term employment contract of up to one year may be replaced by the corresponding remuneration, to be paid at the end of the contract.

Law stated - 1 março 2024

Public disclosures

Must employers publish information on pay or other details about employees or the general workforce?

Employers with more than 10 job positions must prepare and submit for approval an occupational qualifier, which is a report that categorises and qualifies all professions and functions within the company's structure, including details of professions, categories, salaries, qualifications and job descriptions.

This document must establish the main features of each job position as well as the standards for career progression and salary increases, which must be respected by the employer.

All employers must complete the Nominal Register of Employees each year. This contains information regarding the number of employees, the type of employment agreements, the gender and salaries of employees, and instruments that may be used to gather statistical information on general workforce data.

Law stated - 1 março 2024

POST-EMPLOYMENT RESTRICTIVE COVENANTS

Validity and enforceability

To what extent are post-termination covenants not to compete, solicit or deal valid and enforceable?

If stipulated in writing in an employment agreement or an addendum, an employee may be prevented from exercising any activity that may cause actual damage to their employer, characterised as unfair competition, for a period of up to three years as of the date on which their employment agreement is terminated.

Law stated - 1 março 2024

Post-employment payments

Must an employer continue to pay the former employee while they are subject to post-employment restrictive covenants?

During a period in which a former employee is prevented from exercising their right to employment activity, their former employer must pay them remuneration. The amount must consider the investment the employer made towards the employee's professional qualification but is not defined in law.

Law stated - 1 março 2024

LIABILITY FOR ACTS OF EMPLOYEES

Extent of liability

In which circumstances may an employer be held liable for the acts or conduct of its employees?

The Angolan Civil Code's general liability rules state that a person responsible for the commission of an act (whether the principal or an employer) is liable, regardless of fault, for damage caused by the commissioner if they are obliged to be indemnified against such damage.

An employer is liable if a harmful act is committed by an employee, even if the employee acted intentionally or against the employer's instruction while performing their job functions. Unless the employer is also at fault, it may demand reimbursement from its employee for any damages that it pays.

Law stated - 1 março 2024

TAXATION OF EMPLOYEES

Applicable taxes
What employment-related taxes are prescribed by law?

Personal income tax is levied on income earned under employment agreements.

These monies must be withheld by the employer and handed over to the tax authorities by the end of the month following the payment of income.

Income rates vary between 13 per cent and 25 per cent. However, salaries of 100,000 Angolan kwanzas or lower are exempt from income tax.

National and foreign resident employees working under an employment agreement must be enrolled in the social security system. Monthly contributions of 11 per cent of these employees' wages must be paid to the National Institute of Social Security – 3 per cent is deducted from the employee's salary, while 8 per cent is directly borne by the employer.

Law stated - 1 março 2024

EMPLOYEE-CREATED IP AND CONFIDENTIAL BUSINESS INFORMATION

Ownership rights
Is there any legislation addressing the parties' rights with respect to employee inventions?

Intellectual property is regulated by copyright legislation, which states that the employee retains moral rights as the author of a work, while their economic and patrimonial rights will be transferred to their employer under their employment agreement.

As employment agreements will account for an employee's inventive activities and the results from such work, industrial property rights (eg, patents, trademarks, industrial designs, inventions), as well as improvements carried out during the term of the employment agreement, will belong exclusively to their employer.

However, all rights to inventions developed by an employee using their own resources, equipment or material will belong exclusively to the employee.

In cases where there are equal contributions between employer and employee, unless the parties agree otherwise, the invention will be held in common ownership, with the employer holding the rights to exploit the invention while the employee receives a fixed remuneration.

An employer must exploit an invention patent held in common within one year of it being granted, otherwise it will become the employee's exclusive property.

Law stated - 1 março 2024

Trade secrets and confidential information
Is there any legislation protecting trade secrets and other confidential business information?

Law No. 12/23 of 27 December of 2023 (the General Labour Law) requires employees to maintain professional secrecy (ie, to not disclose information about their employer's organisation, production methods and techniques and business) and maintain loyalty to their employer (ie, not trade or work on their own account or on behalf of their employer's competitors). Breaches of these obligations are considered serious disciplinary offences and may lead to the dismissal of the employee with just cause. In addition, the employee may be obliged to indemnify the employer for damages under civil liability rules.

Law stated - 1 março 2024

DATA PROTECTION

Rules and employer obligations

Is there any legislation protecting employee privacy or personnel data? If so, what are an employer's obligations under the legislation?

The rights to privacy and the secrecy of correspondence and other means of private communication (ie, postal, telegraphic, telephone, telematic) are contained in the Angolan Constitution.

Law No. 12/23 of 27 December of 2023 (the General Labour Law) expressly recognises the rights to:

- freedom of expression and of dissemination of thought and opinion;
- physical and moral integrity;
- private life intimacy reserve;
- protection of personal data (including the right not to be questioned by the employer regarding the employee's personal life, health or pregnancy status);
- not to undergo certain tests and medical examinations;
- protection of means of surveillance; and
- confidentiality of messages and access to information.

Also, data protection legislation applies to employers that collect, treat, transfer or dispose of the personal data of their employees.

Law stated - 1 março 2024

Privacy notices

Do employers need to provide privacy notices or similar information notices to employees and candidates?

Employers are subject to Angola's general data protection rules, and may only process an employee's personal data upon receiving express and unequivocal consent from the employee (usually granted upon signature of the employment agreement) and upon notifying Angola's Data Protection Agency.

The collection and processing of personal data that is considered sensitive (eg, results of medical examinations) may require authorisation from the Data Protection Agency. Similarly, there are specific requirements for processing data from video surveillance systems and other means of electronic control that employers must follow.

Employers are also required to develop a data protection policy, submit it to the Data Protection Agency, and disclose it to employees, employee representative bodies and trade unions whenever applicable.

Health data from employees shall be provided to a health professional, who may only inform the employer whether or not employees are fit to carry out the activity.

Law stated - 1 março 2024

Employee data privacy rights
What data privacy rights can employees exercise against employers?

Employees must authorise their employers' collection and processing of their personal data, including the communication of such data to third parties.

This authorisation is usually given by signing an employment agreement, which will usually allow the employer to use the data for filing, payroll and statistical purposes during the employment relationship.

Employees have the rights to:

- be informed about what personal data is held;
- be informed why the personal data is held;
- access their personal data;
- amend and update their personal data; and
- refuse permission for their personal data to be transferred or to limit such transfers.

An employer that does not comply with the data protection rules can be held civilly and criminally liable.

Law stated - 1 março 2024

BUSINESS TRANSFERS

Employee protections
Is there any legislation to protect employees in the event of a business transfer?

Law No. 12/23 of 27 December 2023 (the General Labour Law) provides for the protection of the employment relationship in the event of a change in the legal status of the employer (eg, mergers, transformations, divisions) in the event of a change in the employer's ownership or a change in the place of work (eg, transfer of a commercial establishment, transfer of a lease

contract, other events that imply the transfer of the company's operation) or in the case of employees' mobility within the same business group.

If the new employer intends to continue the company's business activity, employees' employment agreements, seniority and acquired rights will be transferred unchanged.

Employees may terminate their employment agreement within 22 business days of being transferred to a new employer.

Law stated - 1 março 2024

TERMINATION OF EMPLOYMENT

Grounds for termination

May an employer dismiss an employee for any reason or must there be 'cause'? How is cause defined under the applicable statute or regulation?

Notwithstanding probation periods and not renewing a fixed-term or special type of employment agreement (eg, appointment on assignment), employers may only unilaterally dismiss employees with cause, such as for disciplinary reasons (eg, an employee breaching their employment agreement) or an objective cause related to the employer (eg, bankruptcy or insolvency).

Disciplinary cause dismissals

A disciplinary cause dismissal occurs when an employee commits a serious offence in contravention of their employment contract. However, the actual dismissal can only occur after the employer's disciplinary procedure is followed.

Law No. 12/23 of 27 December 2023 (the General Labour Law) details a list of breaches considered to be serious disciplinary offences.

Objective cause dismissals

Objective cause dismissals occur when economic, technological or structural reasons require the employer to reorganise, convert, reduce or close its business activity, consequently requiring it to reduce or otherwise transform its workforce.

An employer that intends to dismiss employees in this manner must inform the General Labour Inspectorate and follow a procedure laid out by the General Labour Law.

Employees dismissed for objective cause are entitled to compensation based on their number of years of service.

Law stated - 1 março 2024

Notice requirements

Must notice of termination be given prior to dismissal? May an employer provide pay in lieu of notice?

Disciplinary cause dismissals

A disciplinary dismissal may only be imposed following a disciplinary procedure. These formalities are laid out in the General Labour Law, along with deadlines that the employer must comply with and the provision that the employer must provide the employee with the opportunity to put forward a defence.

If an employer fails to comply with the legal deadlines, the disciplinary procedure may be determined to be invalid and the employer could be ordered to reinstate or indemnify the employee.

Objective cause dismissals

In cases of dismissal for objective cause, employers must inform and justify this decision to the General Labour Inspectorate.

If the General Labour Inspectorate does not inform the employer of its opposition to the dismissals, the employer may notify the employee or employees of their dismissal.

The General Labour Inspectorate has 15 business days in which to object to an individual dismissal and 22 business days to object to the dismissal of more than five employees (collective dismissal).

Employers must give 30 days of notice for individual dismissals and 60 days of notice for collective dismissals. Failing to respect these notice periods obliges the employer to pay the dismissed employee or employees for working the period.

Law stated - 1 março 2024

Dismissal without notice
In which circumstances may an employer dismiss an employee without notice or payment in lieu of notice?

An employer and employee may mutually agree to terminate an employment agreement at any time, without the need for prior notice or payment of compensation.

During a probation period, an employer may terminate an employment agreement without cause and without providing compensation.

Law stated - 1 março 2024

Severance pay
Is there any legislation establishing the right to severance pay upon termination of employment? How is severance pay calculated?

Employees are entitled to compensation in cases of dismissal for objective cause.

Employees receive 100 per cent of their base salary for each of their first five years of service and 50 per cent of their base salary for each additional year.

If a dismissal for objective cause is found unlawful, the employee is entitled to:

- be indemnified for all property and non-property damages suffered;
- reinstatement;
- salary due from the date of dismissal until the final decision, with a maximum limit of six months' salary; and
- in the case where reinstatement is not possible or if the employee does not want to be reinstated, an indemnity payment of 50 per cent of base salary multiplied by years of service.

If a disciplinary dismissal is considered null or unfounded, the employee is entitled to:

- be indemnified for all property and non-property damages suffered;
- reinstatement;
- salary due from the date of dismissal until the final decision, with a maximum limit of six months' salary;
- in the case where reinstatement is not possible or if the employee does not want to be reinstated, an indemnity payment of 100 per cent of base salary multiplied by years of service, with a minimum of three months' salary.

Employees have also a right to compensation in the event of their employer's bankruptcy, insolvency or dissolution.

When ascertaining an employee's length of service for severance payment purposes, a fraction of a year equal to or higher than three months is considered to be one year.

Law stated - 1 março 2024

Procedure
Are there any procedural requirements for dismissing an employee?

There are no procedural requirements around dismissing an employee during a probation period or not renewing an employment agreement with a term, other than informing the employee in writing within the legally stipulated period.

An employer must notify the General Labour Inspectorate in writing if it intends to dismiss an employee or employees for objective cause and justify the dismissal.

If the General Labour Inspectorate considers an individual's dismissal to be unfounded or the grounds for dismissal to be insufficient, it has 15 business days in which to oppose the dismissal or request additional information from the employer. If the General Labour Inspectorate does not respond to the employer's notification or oppose the dismissal within this period, the employer may serve the employee with a 30-day notice of termination.

The General Labour Inspectorate has 22 business days in which to respond to an employer notifying it of its intention to execute a collective dismissal (more than five employees). If the General Labour Inspectorate does not respond to the employer's notification or oppose the dismissal within this period, the employer may serve the employees with a 60-day notice of termination.

A dismissal for a disciplinary cause can only follow a disciplinary procedure comprising different phases that provide employees with the right to defend themselves, and meet the legal formalities for the decision to be valid and communicate the disciplinary measure.

Law stated - 1 março 2024

Employee protections

In what circumstances are employees protected from dismissal?

The following employees enjoy special protection against disciplinary dismissals:

- union leaders, union delegates or members of employee representative bodies legally exercising trade union activity;
- women during the period of maternity protection;
- former soldiers or war veterans;
- minors; and
- those with a degree of incapacity equal to or greater than 20 per cent.

During pregnancy and after giving birth, employees may not be dismissed for disciplinary reasons except in the case of a disciplinary offence that makes it immediately and practically impossible to maintain the employment relationship.

Also, employees may not be dismissed for objective cause during the pregnancy and up to 12 months after giving birth.

Law stated - 1 março 2024

Mass terminations and collective dismissals

Are there special rules for mass terminations or collective dismissals?

A collective dismissal may be conducted if an employer can satisfy the General Labour Inspectorate that there are economic, technological or structural reasons that require the dismissal of more than five employees.

An employer must notify the General Labour Inspectorate of its intention to execute a collective dismissal and the Inspectorate has 22 business days to clarify the grounds for the dismissal and warn the employer of any procedural or substantive irregularity. Employees will receive 60 days' prior notice of termination.

Employees with employment agreements subject to a collective dismissal are entitled to compensation totalling 100 per cent of their base salary for each of their first five years of service and 50 per cent of their base salary for each subsequent year of service.

Law stated - 1 março 2024

Class and collective actions

Are class or collective actions allowed or may employees only assert labour and employment claims on an individual basis?

Class or collective actions are not expressly allowed in employment disputes. However, if the grounds and causes of action of a group of employees are the same, they may pursue their claims under the same action.

Trade unions may also act to enforce employees' rights.

Law stated - 1 março 2024

Mandatory retirement age

Does the law in your jurisdiction allow employers to impose a mandatory retirement age? If so, at what age and under what limitations?

To apply for a retirement pension, an employee must be 60 years old and have provided at least 180 months of contributions to the social security system.

The retirement age for women can be reduced by one year for each child they have, up to a maximum of five years.

As age is not the only requirement for accessing a retirement pension, an employer may not impose retirement on an employee until they have made the required minimum social security contributions.

Law stated - 1 março 2024

DISPUTE RESOLUTION

Arbitration

May the parties agree to private arbitration of employment disputes?

Former labour law expressly stated that parties may submit employment disputes to private arbitration. This reference was removed from Law No. 12/23 of 27 of December 2023 (the General Labour Law), but it still contains a reference to the possibility of using extra judicial means to solve labour disputes (which the authors consider includes private arbitration).

Law stated - 1 março 2024

Employee waiver of rights

May an employee agree to waive statutory and contractual rights to potential employment claims?

Employees' imperative rights may not be waived during the execution of the employment agreement. However, when an employment agreement is terminated, the parties may agree to a severance payment and declare that no other rights or credits are due to the employee.

Law stated - 1 março 2024

Limitation period

What are the limitation periods for bringing employment claims?

Employees may complain about a disciplinary measure within 30 calendar days of the date of communication of the disciplinary measure

A claim for labour credits accrued through work undertaken during the execution of the employment agreement is subject to a statute of limitation of two years as of the date of the credits being accrued.

Employees may appeal against a dismissal within 120 calendar days of the dismissal date.

All labour credits, rights and obligations of employees and employers resulting from the employment agreement are subject to a statute of limitation of one year as of the day following the day on which the employment agreement was terminated.

Law stated - 1 março 2024

UPDATE AND TRENDS

Key developments and emerging trends

Are there any emerging trends or hot topics in labour and employment regulation in your jurisdiction? Are there current proposals to change the legislation?

We anticipate that the entry into force of Law No. 12/23 of 27 of December 2023 (the General Labour Law) will invite discussion regarding the following amendments brought in by it, which are not clear and require further regulation:

- the justification to hire employees under fixed-term agreements;
- the personal and private rights of employees, which is a new topic;
- payment by the employer of all property and non-property damages suffered by the employee within a labour dispute over a disciplinary procedure;
- the introduction of new modalities of special contracts, namely teleworking contracts, sports employment contracts and artistic employment contracts;
- the increase in the catalogue of disciplinary measures, including temporary demotion, and suspension with partial loss of remuneration;
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the removal of the right to initiate disciplinary proceedings during the employee's vacation period;

- the introduction of the right of trade unions to issue an opinion in the context of disciplinary proceedings;
- the inclusion of 'employees' mobility' as regards employers within the same business group;
- the introduction of the flexible work schedule modality for employees with family responsibilities;
- the inclusion of sexual harassment as a ground for just cause for disciplinary dismissal and indirect dismissal;
- the provision during the process of dismissal for objective cause and in collective dismissal of the legal criteria of preference for the selection of employees to be dismissed (based on qualifications or professional experience/seniority); and
- the elimination of the mandatory precedence of a conciliation or mediation phase in labour disputes.

A new law on labour disputes will also enter into force in April 2024.

Law stated - 1 março 2024