

# LABOUR & EMPLOYMENT

## Angola



# Labour & Employment

Consulting editors

**Matthew Howse, K Lesli Ligorner, Walter Ahrens, Michael D. Schlemmer, Sabine Smith-Vidal**

*Morgan, Lewis & Bockius LLP*

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Quick reference guide enabling side-by-side comparison of local insights, including legislation, protected employee categories and enforcement agencies; worker representation; checks on applicants; terms of employment; rules on foreign workers; post-employment restrictive covenants; liability for acts of employees; taxation of employees; employee-created IP; data protection; business transfers; termination of employment; dispute resolution; and recent trends.

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Generated 20 April 2022

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## Contributors

### Angola



**Filipa Tavares Lima**  
filipa.lima@ftl-advogados.com  
*FTL Advogados*



**Bruna Araújo**  
bruna.araujo@ftl-advogados.com  
*FTL Advogados*

## 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 7/15 of 15 June (the General Labour Law). The following legislation on other matters is also relevant:

- Law 23/91 of 15 June – the Strike Law;
- Law 21-D/92 of 28 August – the Trade Union Law;
- Law 20-A/92 of 14 August – law on the right to collective bargaining;
- Decree 31/94 of 5 August – Security, Hygiene and Health at Work;
- Decree 70/01 of 5 October – Occupational Qualifier;
- Law 7/04 of 15 October – Basic Law of Social Protection;
- Decree 53/05 of 15 August – Legal Regime for Work Accidents and Occupational Diseases;
- Presidential Decree No. 43/17 of 6 March and Presidential Decree No. 79/17 of 24 April – Regulation of the professional activity of non-resident foreign employees;
- Presidential Decree No. 31/17 of 22 February – Legal regime for temporary assignment of employees;
- Law 13/19 of 23 May – Legal Regime for Foreigners in the Republic of Angola; and
- Presidential Decree No. 52/22 of 17 February – Teleworking.

*Law stated - 09 March 2022*

### 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;
- religion, political, ideological and philosophical convictions;
- education level;
- economic or social condition; and
- profession.

Every person also has the right to work. This is recognised in the General Labour Law, and is granted to everyone with no discrimination based on:

- race;
- skin colour;

- ethnic origin;
- marital status;
- origin and social and economic condition;
- religion;
- political opinion;
- union membership; or
- language.

Employers must enforce rules equally towards men and women, and must ensure that equal pay is provided for the same position or jobs of equal position, and that the categories and criteria for professional classification and promotion and all other bases for calculating remuneration (ie, job evaluation criteria) must be the same for both sexes.

*Law stated - 09 March 2022*

### **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 as well as overseeing 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 the 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 - 09 March 2022*

## **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; and
- the right to meet and participate in a company's social activities.

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

Under the Trade Union Law, 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, create an accident prevention commission and commissions for health, safety and the environment.

*Law stated - 09 March 2022*

## **Powers of representatives**

### **What are their powers?**

The employees' representative body must issue opinions on working hours, internal regulations, changes in employer, 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, and health, safety and environment matters;
- support employees during disciplinary procedures;
- exercise the right to collective bargaining; 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 an employees' representative body enjoy special protection from dismissal.

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 - 09 March 2022*

## **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(s). At the employee's request, it may also include an assessment of their professional qualities.

*Law stated - 09 March 2022*



## Medical examinations

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

In employment agreements with an expectable duration of six months or more, employees must provide evidence that they meet the appropriate physical and health requirements for the position. Alternatively, the employee must submit to a medical examination for the same purposes, arranged by their employer.

Employees must submit to periodic medical examinations, including a final examination on the date of termination of their employment agreement.

Employees in certain types of work (eg, dangerous or hazardous jobs) and minor employees must submit to annual medical examinations.

Employers must meet the costs of employees' medical examinations.

*Law stated - 09 March 2022*

## Drug and alcohol testing

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

No, there are no restrictions on requiring applicants to complete drug and alcohol tests.

All applicants must undergo medical examinations before being hired that may include alcohol and drug tests and all employees have a duty to submit to periodic medical examinations.

The introduction or distribution of alcoholic beverages in workplaces is illegal.

Employers must meet the costs of employees' medical examinations, including drug and alcohol testing.

*Law stated - 09 March 2022*

## 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 & 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 reserve of 2 per cent of vacancies for employees who have a degree of disability equal to or greater than 60 per cent.

*Law stated - 09 March 2022*

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

An employment agreement may take any form agreed by the parties, unless the law expressly determines the

agreement must be in written form, such as in the following situations:

- when employing a foreign or stateless person, regardless of the agreement's duration;
- domestic employees;
- a promissory employment agreement;
- apprenticeship or trainee positions;
- onboard employment agreements; and
- teleworking positions.

Employment agreements with a term should be in writing to allow the parties to see the term of service, however, the law does not expressly require this.

An employer is assumed to be at fault if an employment agreement is not provided in writing when this is mandatory.

An employment agreement must contain the following elements:

- the full names and addresses of the parties;
- the employee's professional classification and occupational category;
- the workplace;
- the duration of the work in a week;
- the amount, form and period of payment of the salary, and details of other benefits;
- the commencement date of the employment; and
- the place and date of execution of the agreement.

*Law stated - 09 March 2022*

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

Parties are free to choose between an agreement with a term, which could be a fixed term (ie, one that precisely defines the date of its termination or the period it will be executed) or an uncertain term (ie, until the employee or position is no longer required, due to the termination of the reasons that justified the hiring of the employee) or one for an indefinite term, considering the nature of the activity, the size and economic capacity of the employer, and the work the employee will carry out.

An employer which is a large company may renew an agreement with a term for up to five years, following which it will convert into an indefinite term agreement. A medium, small or micro-sized company can renew agreements with a term of up to 10 years.

*Law stated - 09 March 2022*

## 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 probationary periods of no more than 15 days for unqualified

employees and 30 days for qualified employees.

*Law stated - 09 March 2022*

### **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 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; however, 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 periodical compensation.

Proof 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 the parties benefitting from them.

*Law stated - 09 March 2022*

### **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 (an 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 - 09 March 2022*

## **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 he or she holds 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 his or her 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 - 09 March 2022*

## 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 remunerated activity in Angola.

*Law stated - 09 March 2022*

## 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 & gas sectors) 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 who meets the following requirements:

- they have reached the age of majority under Angolan legislation and corresponding foreign law;
- they possess technical or scientific professional qualification(s) that the employer is able to prove;
- they possess the physical and mental aptitude required for the position, as attested by a medical certificate; and
- they do not have a criminal record.

An employment agreement with a non-resident foreigner must be in writing. Also, the employer must register the agreement with an employment centre near their 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 and for paying any undeclared taxes the employee was liable for.

*Law stated - 09 March 2022*

## 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 publish the job vacancy in an Angolan national newspaper to

seek applications from Angolan employees.

An application for a work visa for a foreign non-resident employee must be accompanied by the favourable opinion of the competent ministry supervising the employer's sector of activity.

*Law stated - 09 March 2022*

## 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 governmental decree (for work performed under conditions that are particularly exhausting, tiring or hazardous or may be dangerous for the employees' health).

Special types of working schedules include:

- shift work;
- night shifts;
- part-time work;
- availability regime;
- work schedule alternating working time and resting time; and
- exemptions from fixed work schedules.

*Law stated - 09 March 2022*

### Overtime pay

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, 30 per cent, 20 per cent or 10 per cent (depending on the size of the employer) over normal hourly remuneration; and

- more than 30 hours per month: 75 per cent, 45 per cent, 20 per cent and 10 per cent (depending on the size of the employer) over normal hourly remuneration.

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

*Law stated - 09 March 2022*

### 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 - 09 March 2022*

## Vacation and holidays

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

Law 7/15 of 15 June (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.

The annual vacation 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.

Employers must suspend work on national holidays, except for entities holding continuous work licences. 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 - 09 March 2022*

## 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 confirmed illness, their employer must pay the employee 100 per cent of their salary for the first two months of their absence.

Between the third and twelfth month of absence, the employer must continue to pay the employee 50 per cent of their salary, until the employee can benefit from the social protection regime. 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 - 09 March 2022*

## 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:

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 or vacation time may be applied.

## Maternity leave

The length of paid maternity leave is three months but may be extended for an additional four weeks in cases 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 social security institute to reimburse the wages paid.

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

*Law stated - 09 March 2022*

## 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 his or her 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 - 09 March 2022*

## 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 a day or four hours a 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

Parties are free to choose between an employment agreement with a term, which could be a fixed term (ie, one that precisely defines the date of its termination or the period it will be executed) with or for an uncertain term (ie, until the employee or position is no longer required, due to the termination of the reasons that justified the hiring of the employee), or one for an indefinite term (ie, until the employee or position is no longer required, due to the termination of the reasons that justified the hiring of the employee), considering the nature of the activity, the size and economic capacity of the employer, and the job work to which the employee will carry out.

An employer may renew an agreement with a term for up to five years for large companies (10 years for medium, small and micro-sized companies), following which it will convert into an agreement for an indefinite term.

In addition to the options to terminate an employment agreement available under the General Labour Law, any party to an employment agreement with a term may oppose its renewal. If the term of employment is longer than three months, this opposition must be made in writing, no more than 15 business days before the employment term ends.

Employment agreements with a term with durations of up to one year may replace vacation with remuneration.

*Law stated - 09 March 2022*

## Public disclosures

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

Employers must prepare and submit for approval an occupational qualifier which is a report categorising and qualifying 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 and the standards for career progression and salary increases, which must be respected by the employer.

Employers must also complete the Nominal Register of Employees each year. This contains information regarding the number of employees, 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 - 09 March 2022*

## 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 up to three years from the date their employment agreement is terminated.

*Law stated - 09 March 2022*

### **Post-employment payments**

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

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

*Law stated - 09 March 2022*

## **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 he or she is 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, they may demand reimbursement from their employee for any damages they pay.

*Law stated - 09 March 2022*

## **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 10 per cent and 25 per cent, however, salaries of 70,000 Angolan kwanza or less are exempt from income tax.

National and foreign resident employees working under an employment agreement must be enrolled in the Angolan Social Security System, and monthly contributions of 11 per cent of these employees' wages must be paid to the Angolan Social Security Institute: 3 per cent is deducted from the employees' salary, while 8 per cent is directly borne by the employer.

*Law stated - 09 March 2022*

## EMPLOYEE-CREATED IP

### 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 or 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 his or her own resources, equipment or material, will belong exclusively to the employee.

In cases where there are equal contributions between an employer and their 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 - 09 March 2022*

## Trade secrets and confidential information

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

Law 7/15 of 15 June (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 - 09 March 2022*

## DATA PROTECTION

### Rules and 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 and telematic) communications are contained in the Constitution of the Republic of Angola.

Law 7/15 of 15 June (the General Labour Law) states all employees have the right to be treated with consideration and for their integrity and dignity to be respected; therefore, employers have a duty to respect employees.

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

## 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 the 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, which 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 and their representative bodies and trade unions whenever applicable.

Law stated - 09 March 2022

## 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 for the employer to use the data for filing, payroll and statistical purposes during the employment relationship.

Employees also hold the following rights regarding their personal data:

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

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

Law stated - 09 March 2022

## BUSINESS TRANSFERS

### Employee protections

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

Law 7/15 of 15 June (the General Labour Law) provides for the protection of the employment relationship where the legal status of the employer changes (eg, mergers, transformations and demergers) or there is a change in the ownership of the employer or the place of work (eg, transfer of business establishment, transfer of a lease agreement, or other events entailing the transfer of the company's operation).

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 - 09 March 2022*

## 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 against their employer. However, the actual dismissal can only occur after the employer's disciplinary procedure is followed.

Law 7/15 of 15 June (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 their business activity, consequently requiring it to reduce or otherwise transform its workforce.

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

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

*Law stated - 09 March 2022*

## Notice

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 under the law and include deadlines the employer must comply with and provide employees 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 Inspectorate of Labour.

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

The Inspectorate has 15 business days to object to an individual dismissal, and 22 business days to object to the dismissal of more than 20 employees (a collective dismissal).

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

*Law stated - 09 March 2022*

### 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.

No prior notice is needed to terminate an employment agreement with a term of fewer than three months' duration.

*Law stated - 09 March 2022*

### Severance pay

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

An employee is entitled to compensation in cases of dismissal for objective causes.

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 to be unfounded, the employee is entitled to:

- reinstatement; or
- an indemnity payment of 50 per cent, 40 per cent or 20 per cent (depending on the size of the company) of their base salary multiplied by their years of service, plus six, four or two months (depending on the size of the company) of wages due between the date of dismissal and it being declared unfounded or the employee beginning a new job.

If a disciplinary dismissal is considered void (eg, when a breach of the disciplinary procedure occurs) the employer must:

- reinstate the employee; and
- pay up to six, four or two months (depending on the size of the company) of wages due between the date of dismissal and it being declared void or the employee beginning a new job.

If an employee disagrees with the grounds for disciplinary dismissal, and the dismissal is declared unfounded, the employer is required to:

- reinstate the employee; or
- make an indemnity payment to the employee of 50 per cent, 40 per cent or 20 per cent (depending on the size of the company) of their base salary multiplied by their years of service (with a minimum of three monthly salaries), plus up to six, four or two months (depending on the size of the company) of wages due between the date of dismissal and it declared unfounded or the employee beginning a new job.

Employees have a right to severance pay 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 - 09 March 2022*

## 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.

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

If the Inspectorate considers an individual's dismissal to be unfounded or the grounds for dismissal to be insufficient, it has 15 business days to oppose the dismissal or request additional information from the employer. If the 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 Inspectorate has 22 business days to respond to an employer notifying it of its intention to dismiss more than 20 employees for objective reasons (a collective dismissal). If the 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 of different phases that provide an employee with the right to defend him or herself, meet the legal formalities for the decision to be valid, and communicate the disciplinary measure.

*Law stated - 09 March 2022*

## 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 representative bodies of employees legally exercising trade union activity;
- former soldiers or war veterans;

- minors; and
- those with a degree of incapacity equal to or greater than 20 per cent.

Women who have given birth within the previous 12 months (ie, covered by the maternity protection regime) may not be dismissed for any reason.

*Law stated - 09 March 2022*

### **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 Inspectorate of Labour that there are economic, technological or structural reasons that require the dismissal of at least 20 employees.

An employer must notify the General Inspectorate of Labour of its intention to execute a collective dismissal. Employees will receive 60 days prior notice of termination if the Inspectorate does not oppose the dismissal.

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 - 09 March 2022*

### **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 - 09 March 2022*

### **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, 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 - 09 March 2022*

## DISPUTE RESOLUTION

### Arbitration

May the parties agree to private arbitration of employment disputes?

Parties may submit employment disputes to private arbitration. Such an arbitral tribunal will be composed of three arbitrators: each party appoints one member, who then appoints the third.

*Law stated - 09 March 2022*

### 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 - 09 March 2022*

### Limitation period

What are the limitation periods for bringing employment claims?

Employees may appeal against disciplinary measures within 22 working days following communication of the measure.

*Law stated - 09 March 2022*

## UPDATE AND TRENDS

### Key developments of the past year

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

### Increase of the national minimum wage

Presidential Decree No. 54/22, of 17 February increased the amount of the national minimum wage by about 50 per cent. The national minimum wage has been in force since 2019.

### Teleworking

Presidential Decree No. 52/22 of February approved the entry into force of the Telework Legal Regime on 20 March 2022.

The regime, which became necessary due to the covid-19 pandemic, will apply to all entities covered by Angola's labour legislation and extends to public officers.

Employers are responsible for providing employees with the necessary conditions for teleworking.

An employer is obliged to accept an employee's request for teleworking, in the following cases:



- teleworking is compatible with the performance of the employee's service;
- the parties have the means to carry out teleworking;
- the employee:
  - is a pregnant woman with a health situation requiring special care;
  - has sole or shared responsibility for the care of:
    - a child under five years of age; or
    - a person with a disability or attested incapacity equal to or greater than 60 per cent;
  - has a health condition that is incompatible with face-to-face work and has been confirmed by a doctor in writing; or
  - in a situation of a declared state of siege or state of emergency.

### **Proposal to amend the Law 7/15 of 15 June**

The upcoming changes to Law 7/15 of 15 June (the General Labour Law) have not been approved or published yet. However, the main changes are expected to be as follows:

- The re-establishment of employment agreements of indefinite terms as the general type of employment agreement, to ensure the principle of job stability.
- Employment agreements with a term will only be available in certain situations and will be limited to a maximum duration.
- The establishment of rules regarding teleworking, given a legal regime has been enacted.
- New legal provisions for a special type of employment agreement for sports practitioners.
- A new disciplinary measure to allow employers to suspend employees with loss of remuneration.
- Enabling the transfer of employees within a business group.

### **New labour procedural law**

The adoption of a labour procedural law is also being discussed that would regulate the judicial dispute resolution of labour matters, which are currently regulated by the general civil procedural code.

We expect the Angolan legislator intends to simplify and expedite such judicial procedures which currently can take years to resolve.

*Law stated - 09 March 2022*

## Jurisdictions

|   |                   |   |
|---|-------------------|---|
|    | <b>Angola</b>     | FTL Advogados                               |
|    | <b>Australia</b>  | People + Culture Strategies                 |
|    | <b>Austria</b>    | Schindler Attorneys                         |
|    | <b>Belgium</b>    | Van Olmen & Wynant                          |
|    | <b>Bermuda</b>    | MJM Barristers & Attorneys                  |
|    | <b>Brazil</b>     | Cescon, Barriau, Flesch & Barreto Advogados |
|    | <b>Canada</b>     | KPMG Law                                    |
|    | <b>China</b>      | Morgan, Lewis & Bockius LLP                 |
|    | <b>Colombia</b>   | Holland & Knight LLP                        |
|    | <b>Denmark</b>    | Norrbom Vinding                             |
|    | <b>Egypt</b>      | Eldib Advocates                             |
|  | <b>Finland</b>    | Kalliolaw Asianajotoimisto Oy               |
|  | <b>France</b>     | Morgan, Lewis & Bockius LLP                 |
|  | <b>Germany</b>    | Morgan, Lewis & Bockius LLP                 |
|  | <b>Ghana</b>      | Globetrotters Legal Africa                  |
|  | <b>Greece</b>     | Rokas Law Firm                              |
|  | <b>Hong Kong</b>  | Morgan, Lewis & Bockius LLP                 |
|  | <b>Hungary</b>    | VJT & Partners Law Firm                     |
|  | <b>India</b>      | AZB & Partners                              |
|  | <b>Indonesia</b>  | SSEK Legal Consultants                      |
|  | <b>Ireland</b>    | Arthur Cox LLP                              |
|  | <b>Israel</b>     | Barnea Jaffa Lande                          |
|  | <b>Italy</b>      | Zambelli & Partners                         |
|  | <b>Japan</b>      | TMI Associates                              |
|  | <b>Kazakhstan</b> | Morgan, Lewis & Bockius LLP                 |

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|---|-----------------------------|---|
|    | <b>Malaysia</b>             | SKRINE  |
|    | <b>Malta</b>                | GVZH Advocates                                  |
|    | <b>Mauritius</b>            | Orison Legal                                    |
|    | <b>Mexico</b>               | Morgan, Lewis & Bockius LLP                     |
|    | <b>Monaco</b>               | CMS Pasquier Ciulla Marquet Pastor Svara & Gazo |
|    | <b>Netherlands</b>          | CLINT   Littler                                 |
|    | <b>Nigeria</b>              | Bloomfield Law                                  |
|    | <b>Norway</b>               | Homble Olsby   Littler                          |
|    | <b>Panama</b>               | Icaza González-Ruiz & Alemán                    |
|    | <b>Philippines</b>          | SyCip Salazar Hernandez & Gatmaitan             |
|    | <b>Puerto Rico</b>          | Morgan, Lewis & Bockius LLP                     |
|   | <b>Romania</b>              | Muşat & Asociații                               |
|  | <b>Singapore</b>            | Morgan Lewis Stamford LLC                       |
|  | <b>Slovenia</b>             | Law firm Šafar & Partners                       |
|  | <b>Sweden</b>               | Advokatfirman Cederquist KB                     |
|  | <b>Switzerland</b>          | Wenger Plattner                                 |
|  | <b>Taiwan</b>               | Brain Trust International Law Firm              |
|  | <b>Thailand</b>             | Pisut & Partners                                |
|  | <b>Turkey</b>               | Bozoğlu Izgi Attorney Partnership               |
|  | <b>United Arab Emirates</b> | Morgan, Lewis & Bockius LLP                     |
|  | <b>United Kingdom</b>       | Morgan, Lewis & Bockius LLP                     |
|  | <b>USA</b>                  | Morgan, Lewis & Bockius LLP                     |