General Labor Law of Angola

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The General Labor Law of 1981, took on characteristics that set a historical context, socio-economic and political misfits show that today, given the postulates legal - constitutional force, most notably:

• The intervening role of unions in all areas of development of the legal - employment;

• The adoption of legal solutions - labor, inadequate to the socio-economic and labor reality;

• The excessive penchant for basic law, defining the principles of the legal sector and labor, but inapplicable in the legal relations of daily living - for lack of labor regulation.

Whereas this law is to overcome the negative features highlighted in order to become immediately applicable in most cases.

Whereas this law applies to work performed in public companies, mixed, private, cooperative and social organizations not incorporated in the structure of public administration.

As laid down in point b) of Article 88 of the Constitutional Law, the National Assembly approves as follow:

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GENERAL LABOR LAW

CHAPTER I
General Principles

Article 1.
(Material scope)

1. The General Labor Law applies to all workers providing services paid on behalf of an employer within the organization and under the its supervision and direction.

2. The General Labor Law further applies to:

a) Apprentices and trainees under the authority of an employer;

b) The work performed abroad by nationals or foreigners resident in the country engaged in the service of national employers, subject to the provisions most favorable to the employees and the public policy provisions in the workplace.

3. The present law applies additionally to the non-resident foreign workers.

Article 2.
(Exclusions from the Application Scope)

Are excluded from this law's application scope:

a) The civil servants or workers who perform their professional activity in Central Public administration or local, in a public institution or any other government agency;

b) All employees with permanent bond at the service of diplomatic or consular offices from other countries or international organizations;

c) Members of cooperatives or organizations, their work is regulated by statutory provisions, or failing that, by the provisions of commercial law;

d) Family work;

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e) Casual work;

f) The activities of persons involved in commercial operations, is personally obligated to account for results of operations assuming their risk;

g) The consultants and members of the board or management of enterprises or social organizations, provided that only perform tasks associated with such positions without bond of subordination entitled by contract labor.

Article 3.

(Right to Work)

1. All citizens have the right to work freely chosen, with equal opportunities and no discrimination based on race, color, sex, ethnic origin, marital status, religious or political ideals social, trade union membership or language.

2. The right to work is inseparable from the duty to work, except for those who suffer reduced capacity due to age, illness or disability.

3. All citizens have the right to free choice of profession and exercise, without restriction, except as provided by law.

4. The conditions under which work is performed must respect the freedoms and dignity of workers, usually allowing you to satisfy your needs and your family, protect your health and enjoy decent living conditions.

Article 4.

(Prohibition of mandatory or compulsory)

1. Mandatory or compulsory work is prohibited.

2. It's not mandatory or compulsive work:

a) Work or service provided under the laws of military or civilian service of general interest;

b) Prison work in penal institutions;

c) Small village or communal work, considered normal civic obligations, freely determined by the community or from members or direct representatives who have been consulted about the needs of the same work;

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d) Work or service exacted in cases of force majeure, namely war, floods, famines, epidemics, invasion of animals, insects or parasites harmful and generally all the circumstances that endanger or present a risk of endangering the normal life of the whole or part of the population.

Article 5.

(State obligations regarding labor law)

1. To ensure the right to work, the State, through plans and programs of economic and social policy, to ensure the implementation of a policy to promote and freely chosen productive employment and the creation of systems of material assistance to those who are unemployed in and in situations of involuntary inability, with his work, raise resources to meet their needs and their families.

2. In implementing the policy to promote employment, the state develops, in terms of its own law, the following activities:

a) Placement;

b) Market and labor studies;

c) Employment promotion;

d) Information and professional guidance;

e) Professional training;

f) Professional rehabilitation;

g) Employment market protection for the national citizen;

Article 6.

(Rights related to the Right to Work)

1. Besides the right to work and free exercise of the profession are fundamental rights of workers:

a) Freedom of association and the consequent right to organize and exercise of trade union activity;

b) The right to collective negotiation;

c) The right to strike;

d) The right of assembly and participation in company activities.

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2. The rights provided in the preceding paragraph shall be exercised within the constitutional provisions and laws that specifically regulate them.

Article 7.

(Sources of regulation right to work)

1. The conditions governing the provision of work are regulated by:

a) Constitutional Law;

b) International labor conventions duly ratified;

c) Laws and regulations;

d) Collective work;

e) Employment contracts;

f) Uses and local customs, and business professionals.

2. The application of the sources mentioned in the preceding paragraph follows the principle of hierarchy of normative acts, but in case of conflict between the provisions of various sources, the prevailing solution as a whole and the overall result with respect to quantifiable measures, if show more favorable to the employee, unless the provisions of higher education are imperative.

3. Customs and practices are applicable only in case of lack of legal or conventional or remission of these.

CHAPTER II

Constitution of the Juridical and Labor Relation

SECTION I

Work Contract

Article 8.

(Constitution)

1. The juridical and labor relation is compared with the conclusion of the work and make each other due to defects and the duties of the employee and the employer that are parties to the contract.

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2. Exceptionally, in the cases foreseen in this law, the juridical and labor relation is set by nomination.

Article 9.

(Special relations)

1. Legal and labor relations are of special nature relating to the following types of work:

a) Domestic work;

b) Prison work in penal institutions;

c) professional sporting activities;

d) Activity artistic public spectacle;

e) Intervention in commercial operations on behalf of one or more companies without taking the risk for the results of operations;

f) Any other work which by law is declared the legal co-work of special character.

2. The regulation of juridical and labor relations with special character respects the fundamental rights in the Constitution and laws and also the principles underlying the General Labor Law.

Article 10.

(Subjects)

Are the subject of the contract work and the juridical and labor relations both the worker and employer.

Article 11.

(Capacities)

1. It valid the juridical and labor relation established with minors with 14 to 18 years old since the authorized representative or failing that by the Job Center or suitable institution.

2. The contract of employment concluded without the authorization provided in the preceding paragraph is voidable at the request of the child or his representative.

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Article 12.

(Object of the employment contract)

1. The employment contract gives the worker the right to occupy a job in accordance with the law and collective work agreements and should be within the type of work for which he was hired, the most appropriate to their skills and professional preparation.

2. The employment contract requires the employee to perform the functions and tasks of the job it was put and observe labor discipline and other duties arising from the legal and labor.

3. The employment contract obliges the employer to assign a category to the worker and an occupational job classification appropriate to the functions and tasks of the job, to provide him effective occupation, delete him a salary according to his work and the laws and agreement applicable and create the necessary conditions for achieving greater productivity and promoting human and social worker.

4. The activity to which the employee is obliged by the contract of employment may be predominantly intellectual or manual.

5. Subject to technical autonomy inherent in the activities normally undertaken as professional services, the exercise, there is no statutory provision to the contrary, can be subject to employment contract.

6. When the worker's activities involve the practice of legal transactions on behalf of the employer, the employment contract involves the granting of the necessary powers of attorney, except in cases required by law attorney with special powers.

Article 13.

(Form of the employment contract)

1. The conclusion of the work is not subject to the written form, except where the law expressly stipulates the contrary.

2. The proof of the existence of an employment contract and its conditions can be made by all the means permitted by law, assuming its existence between providing service for others and receiving.

3. The worker always has the right to require the reduction of the contract in writing, which must contain at least the following:

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a) Full name and residence of contractors;

b) Classification and professional occupational category of the worker;

c) Place of work;

d) Normal weekly hours of work;

e) Amount, form and period of payment of wages and salary details of ancillary or supplementary services and assigned in kind, with their respective values and bases of calculation;

f) Date of commencement of the provision of work;

g) Place and date of the contract;

h) Signature of two contractors.

4. In the case it is required by law the reduction of employment in writing, the Minister who has charge of administration of the business or entity in which he elevates, to approve the format.

5. The employment contract with foreign workers is obligatory set down in writing.

6. The lack of setting the contract down in writing, it assumed it's the employer's responsibility.

7. In all cases of celebration of employment contract whose duration is presumed more than three months, regardless of the form adopted, the employer must, until the celebration moment or during the trial period, require the employee a medical document stating that he gathers the physical requirements and adequate health to work or submit him to a medical examination for the same purposes.

Article 14.

(Duration of the employment contract)

1. The employment contract is concluded indefinitely integrating the worker under the company's permanent staff.

2. The employment contract is concluded for a specified time for execution of a certain work or service and must be in writing, including, in addition to the information referred to in paragraph 3 of Article 13, the precise indication of their term or conditions to which it is subject and of the decisive reasons for the hiring time.

3. In the absence of written form or the information required in the preceding paragraph, it shall be deemed that the contract has an indefinite duration, except in the situations referred to in paragraph 3 of the following article.

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4. Unless otherwise noted, workers hired for a specified time apply all legal or contractual provisions with respect to the provision of employment of indefinite duration.

5. Contracts made for the whole life of the worker are prohibited.

Article 15.

(Fixed-term employment contract)

1. The fixed-term employment contract can only be concluded in the following situations:

a) Replacement of a worker temporarily absent;

b) Temporary or exceptional increase in the normal activity of the company resulting from adding tasks, too many orders, market or seasonal reasons;

c) Conducting occasional and ad hoc tasks that do not fall within the company's current activity;

d) Seasonal work;

e) As for the activity to develop, since it's temporarily limited, it does not advise the extension of the framework of the company's permanent staff;

f) Execution of urgent works that are necessary, or to arrange urgent measures to safeguard the premises and equipment and other company assets in order to prevent risks for the company and their employees;

g) Launch of new activities of uncertain duration, beginning of laboring, restructuring or expansion of the activities of a company or work center;

h) Employment of physically handicapped, elderly, prospective first job and unemployed for over a year or elements of other social groups covered by legal measures of integration or reintegration into working life;

i) Execution of tasks well determined, the periodic in the company's activity, but discontinuous in nature;

j) Implementation, management and supervision of construction works and civil works, installation and industrial repairs and other works of similar nature and temporality;

k) Learning and practical professional training.

2. The employment contract for a fixed period can be concluded at fixed-term, that is, fixing the precise date of its conclusion or the duration period or in the case of a), c) d) e) f) i) j) above, for indefinite term, that is, getting your term conditioned to the lack of provision of unnecessary work for the cessation of the reasons that justified the fixed term hiring.

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3. Notwithstanding the provisions of paragraph 3 of the previous article, the reduction is waived in writing the contract in the situations referred to in point c), d) e) f) of paragraph 1.

4. The stipulation of term is invalid, certain or uncertain, made in breach of the law.

Article 16.

(Duration employment contract for a fixed period)

1. The employment contract for a fixed period may not exceed:

a) Six months in the situations referred to in subparagraphs d) and f) of paragraph 1 above;

b) 12 months in the situations described in point b), c) and e) thereof;

c) 36 months in the situations described in point a), g), h), j), k) of that article.

2. In the situations referred to in paragraphs a), h), j) of paragraph 1 above, can the Labor Inspectorate allow the extension of the contract's duration beyond 36 months, based on application of the employer, together declaration of agreement of the worker, in particular if:

a) The return of the temporarily absent worker does not take place within that period;

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

c) The legal measures of employment policy of social groups referred in point h) of the previous article are still applicable to the expiry date of 36 months of the contract.

3. The application referred to in the preceding paragraph shall be presented within 30 days before the expiry of the contract.

4. Prolonging the duration of the contract referred to in paragraph 2, may not be authorized for more than 24 months.

Article 17.

(Renovation of fixed-term contract)

1. As the fixed-term contract signed for less than the limits set out in paragraph 1 above, successive renewals may be made to the above limits.

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2. The renewal of the contract with a duration equal to the first one set occurs whenever, until two weeks before it expires, the employer does not report in writing to the employee about the expiry and he does not want to take advantage of it.

3. The renewal of contract for a period different from the first one can only be made in writing, signed by both parties.

Article 18.

(Conversion of contract)

1. The continuation of the employee in service after the period of the maximum applicable under Article 16(1)(a)(b). Thereof, in the case of fixed-term contracts or his stay in service after 15 days on the completion of the work or return of the substitute without the employee having received previous notice, in the case of open-ended contracts, converts the contract for a fixed period into a contract for an indefinite period.

2. The previous notice to the worker hired for open-ended contract is 15, 30 or 60 consecutive days, if the contract execution has lasted up to a year, from one to three years or more than three years.

3. The non-compliance of the previous notice in the open-ended contract, in part or as a whole, the employer is obliged to pay the worker indemnification calculated in accordance with Article 257.

4. Occurring conversion referred to in paragraph 1, the seniority of the employee shall be from the start of the contract for fixed period.

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Article 19.

(Probationary period)

1. In the employment contract for fixed period there is a trial period correspondent to the first 60 days of work, and the parties can, in writing, reduce or suppress it.

2. The Parties can increase the duration of the trial period, in writing, up to four months, for highly qualified workers who perform complex jobs and of difficult application and up to six months for workers who perform jobs of high technical complexity or have management and leading functions, whose exercise demands high academic education.

3. In the employment contract of fixed duration for a trial period only if agreed in writing, not exceeding the duration of 15 days or 30 days, according to whether unskilled or skilled workers.

4. The trial period is intended to assess the workers' quality of services and his income from the employer and the employee, the assessment of working conditions, remuneration and life, health and safety and company's social environment.

5. During the trial period either party may terminate the employment contract, without obligation of previous notice, indemnification or presentation of justification.

6. After the trial period without any of the parties to make use of the preceding paragraph, the employment contract consolidates measuring seniority since the beginning of the work.

Article 20.

(Invalidity of the employment contract and the contractual clauses)

1. Is null and void the contract under the following conditions:

a) Be an object or purpose contrary to law, public order or offensive to good manners;

b) Whether it is activity for the exercise of which the law requires the possession of professional title and the employee is not holding the same title;

c) If the contract legally subject to visa or previous authorization to the commencement of the provision of work has not been obtained.

2. Are null the clauses or terms of the contract that:

a) Are contrary to mandatory legal standards;

b) Contain the worker discrimination on grounds of age, employment, career, salary, duration and other conditions of work, by circumstance of race, color, sex, citizenship, ethnic

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origin, marital status, religious or political ideas, union membership, a bond of kinship with other workers of the company and language.

3. In the case of contract invalidity resulting from the situation described in point c) of paragraph 1 of this Article, the employer is obligated to compensate the worker in terms of Article 265.

Article 21.

(Consequences of invalidity)

1. The invalidity of clauses of the contract does not affect the validity of this, unless the foul party cannot be suppressed or without her is not possible to attain the purposes that the contractors proposed when celebrating it.

2. The invalid clauses are replaced by the applicable provisions of the superior sources referred in point one of Article 7.

3. The clauses providing special conditions or remuneration benefits, in return for benefits determined in the invalid part, remain suppressed, in whole or in part, in the decision to declare the nullity.

4. The contract null or void shall take effect as if it were valid as long as it continues to run.

5. The nullity may be declared by the court at any time, ex officio or upon request of the parties or the General Inspectorate of Labor.

6. The nullity may be invoked by the part in whose favor the law establishes, within six months from the signing of the contract. 7. Ceasing the cause of invalidity during the execution of the contract, this is valid from the beginning. But if the contract is null, the convalidation only takes effect from the cessation of the cause of nullity.

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SECTION II

Special Modalities of Employment Contract

Article 22.

(Contracts of special jobs)

1. Are contracts of special jobs:

a) Employment on a Group;

b) Contract for Works or task;

c) Learning contract and internship contract;

d) Employment contract on board of commercial or fishing vessels;

e) Employment contract aboard aircrafts;

f) Employment contract at domicile;

g) Employment contract of civil workers in military manufacturing establishments;

h) Rural employment contract;

i) Employment contract of non-resident foreigners;

j) Temporary employment contract;

k) Other contracts declared as such by law.

2. To the special employment contracts apply the common provisions of this law, with the exceptions and specialties established in the following articles in specific legislation.

Article 23.

(Employment on a Group)

1. If a worker concludes a contract with a group of workers, considering in its totality, does not assume the position of employer to each one of its members, but only regarding the group leader.

2. The group leader assumes the members' representation in the company's relations, being responsible for the obligations inherent to the mentioned representation and to the quality of employer towards the group members.

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3. The company is jointly responsible for fulfilling the duties of an economic nature which the head of the group has towards the members.

4. If the employee, authorized in writing or according to the uses and customs, associates an assistant or helper in their jobs, the employer of the first will also be employer of the second.

Article 24.

(Contract of task)

1. The contractor or owner answers severally liable with the takers for the values of wages and indemnification that workers hired are creditors, and having this responsibility as limit the salary values and indemnification that the contractor or owner practices towards their workers of similar job classification, or if they don't possess it, the minimum values required.

2. In a similar solidarity situation responds for the debts contributions that the takers contracts with Social Security, getting free of this responsibility, until the beginning of the task, has obtained the Social Security takers that the certificate is registered as a taxpayer and not the debtor or if the certificate required, with at least 15 days, this will not last until the beginning of the task.

3. The responsibility of the contractor or owner for the debt to workers is limited by the amount of credits that are claimed by the workers until the fifth day after the completion of the work, after corrected pursuant to paragraph 2 of this Article, until seven days before this post has done in locations where the work is done or services provided, 'notice' inviting employees to submit their claims and advising them that their responsibility does not include unclaimed credits.

4. The owner is not jointly liable for credits by employees against the takers, when the activity contracted exclusively complies with building or repairing that a head of household orders for the family home, or when the owner of the work, business or industry does not exercise activities identical or similar to the takers.

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Article 25.

(Learning contract and internship contract)

1. The learning and internship contracts must be must be in writing, subject to the rules laid down in Articles 33 to 37 and must be submitted to approval by the General Inspectorate of Labor.

2. The learning and internship contracts apply, in particular to the provisions of Section III of this chapter and the provisions on child labor, if the apprentice or trainee is under 18 years.

3. The contracts' regime defined in this Article shall not apply, unless express reference of the respective legal systems to situations of learning and vocational training promoted by the authorities competent under Article 5(2).

Article 26.

(Employment contract aboard ships)

1. The employment contract aboard must be in writing and written in clear terms, so as to leave no doubt to contractors about their rights and mutual obligations and must indicate whether the contract is concluded for an indefinite period or for a particular one trip.

2. If the contract is valid for one trip only, you should indicate the expected duration of the trip and to identify, precisely, the port where the voyage ends and the time of trade and sea operations and do it on the port of destination where the journey is considered complete.

3. There is no need to have in writing the employment contract aboard a fishing boat every time the duration of leaving the sea is foreseen until 21 days.

4. The employment contract should indicate the service and the functions for the hired sailor or fisherman is hired, the salary and fringe benefits or wage basis for calculating income, even if it is determined by calculating the wage income, or that is secured by participation in the outcome of the trip and is targeted by the captain of the port authority, which may withhold his approval when the contract contains clauses contrary to public policy or law.

5. The place and date of the seaman's embarkation must be noted in the crew's list.

6. The hiring special conditions for work on board are established by executive order of the Minister who has the charge of the Administration of Labor and Minister of Transport or the

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Minister of Fisheries, as appropriate, with respect for international labor conventions ratified and the Maritime registration Regulation, and should address the following issues:

a) Regulation of Work aboard including work organization;

b) Obligation of owner with regard to particular locations and times of settlement and payment of wages and fringe benefits and how to enjoy weekends;

c) Guarantees and privileges of credits to sailors;

d) Food and housing conditions;

e) Assistance and indemnification payable in case of accident and illness that occurred on board;

f) Eventual conditions of repatriation if the travel ends in foreign port or a different port from the departure.

7. The hiring special conditions must be made available by the contractor to the workers, must be explained by the sea authority on the first enrollment of the seaman in the crew list and must be fixated in the crew locations.

Article 27.

(Employment contract aboard aircraft)

The employment contract aboard an aircraft of commercial aviation is regulated by the provisions of this law in ways not subject to international standards for civil aviation and not expressly provided for in joint executive decree of Minister responsible for Labor, Transport and Communications.

Article 28.

(Employment contract at domicile)

1. The Contract concluded in writing complication of paragraph 6 of Article 13. shall be endorsed by the General Inspectorate of Labor to get a copy in order to monitor the needs of hygiene and safety at work.

2. The salary is established through the income rate that should comply with Article 164 (5).

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3. It is equivalent to the employment contract at the domicile where the employee buys the raw materials and finished products provides the seller of those, for a price, whenever the worker must be considered in the economic dependence of the buyer of the finished product.

4. Every employer employing workers in the domicile must make available to such a document controlling the work activity they carry out with the name of the worker, the nature of the work, quantities of raw materials delivered, rates agreed to wage determination, receipt of the defendants produced and dates of delivery and receipt.

Article 29.

(Employment contract in military establishments)

The employment contract concluded by civil workers in military establishments is subject to this law, without prejudice for those who establish the military laws and the military regime applicable in those establishments.

Article 30.

(Rural employment contract)

1. The rural employment contract for a specified time doesn't need to be reduced to writing, and the situations in which it is lawful to its conclusion regulated according to the custom of the region, except in cases where the worker is displaced, to have their habitual residence in diverse region that is located where the work center.

2. The duration of rural work cannot exceed 44 hours per week, calculated in average regarding the contract duration, if less than one year, or if otherwise in annual average terms. Depending on the cultures' needs, activities and weather conditions, the period of regular work can vary, as long as it doesn't exceed 10 hours per day and 54 hours per week.

3. The work schedule is subject, with the necessary adjustments, as laid down in Article 117 (2).

4. The annual vacations are taken in a date fixed by mutual agreement, but always within the periods where the working hours, within the variability mentioned in point 2 of the referred article, doesn't exceed 44 hours per week.

5. By request of the employee, the salary can be paid, up to 50% of its value, in produced goods or primary need foodstuffs, Articles 173 and 175 shall apply.

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6. The rural employment contract regime can be expanded by regulation decree to workers with other activities, strictly connected to agriculture, forestry and livestock, or fishing, as long as the exercise of such activities depends on the weather conditions, in other words, is a seasonal job.

Article 31.

(Employment contract of non-resident foreigners)

The employment contract of non-resident workers is regulated by this law, in the aspects not contemplated in any special law or in bilateral agreements.

Article 32.

(Temporary employment contract)

1. Temporary employment contract is the agreement between an employer whose business is the use of temporary transfer of employees to third parties, appointed temporary employment agency and an employee, by which the latter undertakes, against payment paid by your employer, your pay temporarily work in the third, designated by the user.

2. The activity of temporary employment can be exercised only by students who have prior authorization of the Minister who has the charge of labor administration to be granted under the regulations.

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SECTION III

Learning Contract and Internship Contract)

Article 33.

(Content)

1. The learning contract and the internship contract, defined in Article 25, must comprise, in special:

a) Name, age, address and activity of the employer or corporate name, if is a corporate body.

b) Name, age, address and academic or technical qualifications of the apprentice or intern and the name and address of the responsible for the minor, if apprentice.

c) Profession for which the learning or internship is done

d) Payment conditions and in case of apprentice, feeding.

e) housing, if you live with the employer, date and duration of contract and place of learning or where the internship will take place.

f) Authorization of the minor's responsible.

2. Copies of the contract of apprenticeship or internship contract are sent within five days following the conclusion of the General Labor Inspectorate and Employment Center.

Article 34.

(Restrictions)

1. The employer and the artisan can only receive apprentices if they have more than 25 years old.

2. The employer or artisan single, widowed, divorced or separated can not receive apprentices from the opposite sex, with housing.

Article 35.

(Special rights and duties)

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1. The apprentice and the trainee should not be required works and services strange to the occupation for which the learning is delivered, nor services that require great physical effort or that are otherwise likely to damage their health and their physical and mental development.

2. The employer must treat the apprentice or trainee as family chef and guarantee him the best learning conditions and, if so, food and housing.

3. If the student has not completed compulsory education or is registered in a technical or professional course, the employer should provide him with the time and facilities in order to attend the different courses.

4. The employer must teach in a progressive and complete manner the profession object of the contract and must submit a statement certifying the completion of apprenticeship or internship and stating if the apprentice or trainee is fit for the profession.

5. The apprentice or trainee must obey and respect the employer and must devote all his capacity to learning.

6. The employer may dispose and commercialize the articles produced by the apprentice or trainee during the learning.

7. In the relations between the employer and the apprentice or trainee shall apply all provisions in Articles 43, 45 and 46, in all that is not incompatible with the previous paragraphs.

8. Copy of the statement referred to in paragraph 4 shall be remitted to the Employment Center within five days of its delivery.

Article 36.

(Remunerations)

1. The remuneration of the apprentice has as minimum limit 30%, 50% and 75% of the remuneration owed to the employee of the respective profession, respectively in the first, second and third year of learning

2. The trainee's minimum remuneration is, in the exact same situations, 60%, 75% and 90%.

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Article 37.

(Termination of the contract)

1. The apprenticeship contract and the internship contract may be terminated freely by either party during the first six months of its life and also freely by the trainee or apprentice, after the expiration of that deadline.

2. After the first six months of internship or apprenticeship, the employer can only terminate the contract before its expiry in the event of a serious offense to the duties set out in paragraph 5 of Article 35, communicating it in writing to the apprentice or trainee, the General Inspectorate of Labor and to the Employment Center.

3. If the apprentice or the trainee gets admitted in the employer's staff as soon as the apprenticeship or internship is complete, the time of its duration counts for seniority purposes.

CHAPTER III

Content of the Juridical and Labor Relation

SECTION I

Powers, Rights and Duties of the Parties

Article 38.

(Powers of the employer)

1. Are powers of the employer:

a) Conduct the business and organize the use of production factors including human resources, in order to achieve the company's objectives, take advantage with efficiency the production capacity installed, ensure the progressive increase of production and productivity, the company's economic development and the country's economic and social development.

b) Organize the work according to the level of development achieved in order to attain high levels of effectiveness and efficiency of the company's production capacity and use of the workers' technical and professional qualifications and skills, taking into account the characteristics of the technological process.

c) Define and allocate the tasks to the workers, according to the necessary norms and work discipline.

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d) Elaborate internal regulations and other instructions and norms necessary to the organization and discipline of work.

e) Vary the working conditions and the workers' tasks for technical reasons, organizational or productive.

f) Assure the work discipline.

g) Exercise the disciplinary power over workers.

1. The employer's powers are exercised directly by him, by the direction and by the responsible for the several company sectors, inside the competent delegation to which he proceeds.

Article 39.

(Organization of work)

The power of work organization includes the right to establish the period of operation of the various company sectors and establish the working schedules of workers, to enable the achievement of the company's goals and meet the technology needs within the constraints established by law .

Article 40.

(Internal Regulation)

The internal regulation and instructions obey to the norms established in Section III of this chapter.

Article 41.

(Change of the working conditions)

1. The change of the working conditions and tasks of workers respects the following principles:

a) Incidence on the duration of the job, work schedule, remuneration system, workers' tasks and place of work.

b) Subject to the limits and rules established by the law.

2. The change of the workers' tasks and place of work are regulated respectively by Articles 76 to 84.

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3. The change of tasks, place and more working conditions, can not result in a permanent and substantial change of the worker's legal and labor situation, except in the sense of their professional development or in the cases and conditions expressly regulated.

Article 42.

(Work discipline)

1. In what concerns work discipline the employer can, in particular:

a) Adopt the measures considered necessary for the surveillance and monitoring to verify the compliance with the work obligations and duties, ensuring in its adoption and application the due consideration to the dignity of workers and taking into account the actual work capacity of the physically impaired.

b) Check, if desired, the state of sickness and accident or other justification for the reasons given for absence from service.

1. The discipline at work respects the provisions of Section II of this chapter.

Article 43.

(Duties of the employer)

Are duties of the employer:

a) Treat and respect the worker as his collaborator and contribute for the elevation of his material and cultural level and for the human and social Promotion.

b) Contribute to the increase of the productivity level, providing good working conditions and organizing it rationally.

c) Pay on time the worker the fair salary and adequate to the work performed, practicing pay schemes that address the complexity of the job, the worker's level of qualification, knowledge and ability and how it fits into the work organization and results of the work developed.

d) To promote good working relationships within the company, as far as possible meet the interests and preferences of workers when the labor organization and contribute to the creation and maintenance of conditions of social peace.

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e) Collect and consider the workers' critics, suggestions and proposals regarding the work organization and keep you informed of the decisions taken in all subjects that directly concern him or that can result in changes in the working conditions.

f) Provide the workers the training and professional improvement conditions of instruction and training, including developing training plans and adopting the necessary measures for its implementation.

g) Take appropriate hygiene and safety measures at work, comply strictly and monitor the enforcement of the laws and directives from the competent authorities on health and safety on the fulfillment hygiene and safety norms and rules at work and on occupational health and instruct constantly on health and safety at work.

h) Ensure the consult of the workers' representation bodies in all matters where the law establishes the obligation to be informed and heard and facilitate, in legal terms, the exercise of trade union tasks and representation of workers.

i) Do not conclude or adhere to agreements with other employers to mutually limit the admission of workers who have rendered services to them and not hire, under the form of civil liability, workers who still belong to the staff of another employer, where such employment may regulating unfair competition.

j) Comply with all other legal obligations related to the organization and delivery of work.

Article 44.

(training and professional improvement)

1. The training is designed to systematically provide workers with theory and practice general training in order to obtain a qualification to perform the duties inherent to the job or to other sectors of production and services and to the increase of their technical professional level.

2. The professional development or practical professional training is destined to allow workers to continuously adapt to changes in technology and the working conditions and promote the professional qualification.

Article 45.

(Rights of the worker)

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1. In addition to the fundamental rights provided for in Article 6 of this law and others established in collective agreements and individual employment contract, the worker is ensured with the following rights:

a) To be treated with consideration and respect for his integrity and dignity.

b) Have an permanent occupation and conditions to increase productivity.

c) To be ensured with a stable employment and work and exercise functions suitable to his skills and professional training within the type of work for which he was hired.

d) Enjoy in effect the daily, weekly and annual rest periods ensured by the law and not provide overtime work outside the conditions in which the law turns legitimate the demand of its provision.

e) Receive a fair and suitable salary, to be paid regularly and punctually, not being allowed to be reduced, except in exceptional cases provided by law.

f) Be covered in the execution of professional training plans for improving performance and access to promotion and professional career development.

g) Have good hygiene and safety conditions at work, physical integrity and to be protected in the event of work accidents and occupational diseases.

h) Do not to perform during normal working period, partisan nature meetings at the work center.

i) To exercise the individual right to complaint and redress with regard to working conditions and violations of their rights.

j) Be covered to acquire goods or use services provided by the employer or the person appointed by him.

Article 46.

(Duties of the employee)

Are duties of the employee:

a) Perform their work with diligence and zeal in the manner, time and place established, making full use of working hours and productive capacity and contributing to improve productivity.

b) Comply with and execute orders and instructions of the responsible for the execution, discipline and safety at work, unless contrary to its

c) Rights guaranteed by law.

d) Attend to work with attendance and punctuality and notify the employer in case of his disability, justifying the reasons for absence, whenever requested.

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e) Respect and treat with respect and loyalty the employer, the people in charge, the work colleagues and the people who are or come into contact with the company and assist in case of accident or danger in the workplace.

f) To use appropriately the tools and materials provided by the employer to carry out the work, including personal and collective protective equipment and protect the company assets and the production results from damage, destruction, loss and diversion.

g) Comply strictly with the rules and guidelines for safety and hygiene at work and fire prevention and contribute together to avoid risks that could endanger their safety, the safety of their colleagues, third-party and the employer, the facilities and the company's materials.

h) Keep professional secrecy, not disclosing information about the organization, production methods and techniques, the employer's business, keep loyalty, not negotiating or working on their own or on behalf of others competing with the company.

i) Comply with all other obligations imposed by law or a employment collective agreement, or established by the employer within his management and organization powers.

Article 47.

(Restrictions on freedom of work)

1. It is lawful the contractual clause which limits the worker's activity for a period of time that can not exceed three years from the date of cessation of work in cases where with the following conditions occur:

a) To be present such clause from the written employment contract or additional to it.

b) To be an activity whose exercise could cause real damage to the employer to be characterized as unfair competition.

c) To be assigned to the employee a salary during the activity's limitation period, whose value shall be part of the contract or additional, whose settlement shall take into account whether the employer has made significant expenditures with the workers' professional training.

2. The limitation of the activity referred to in the preceding paragraph is valid only within a 100km radius from the location of the work center where the employee was active.

3. It is also lawful, as long as set out in writing, the clause by which an employee benefiting from training or high level professional development, with the costs borne by the employer, is obligated to remain at the service of the same employer for a certain period after the

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termination of the training or improvement, provided that this period should does not exceeds three years.

4. In the case of the preceding paragraph, the worker may relieve from remaining at the service, returning to the employer the value of the expenses, in proportion of time still remaining before the expiration of the period agreed.

5. The employer who engages a worker within the period of the activity's limitation or remaining in the company, is severally responsible for the damages caused by the worker or by the importance not returned by him.

SECTION II

Work Discipline

Article 48.

(Disciplinary authority)

1. The employer has disciplinary authority over the workers at his service and exercises it towards the disciplinary offenses committed by them.

2. The disciplinary authority is exercised directly by the employer or the company's managers, upon expressed delegation of powers.

Article 49.

(Disciplinary actions)

1. For the disciplinary practiced by the workers, the employer can apply the following disciplinary measures:

a) Simple reprimand

b) Registered reprimand

c) Temporary category downgrading, with a decrease of wage

d) Temporary transfer of the work center, with downgrading and decrease of salary

2. Category temporary downgrading with decrease of salary can be established between 15 days and three months.

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3. The temporary transfer of work center with a category downgrading and a decrease in wages can, depending on the seriousness of the offense, be graded between one and three months or three to six months.

4. Not being possible in the company or work center and because of the work organization the enforcement of the measure in paragraph c) of number 1, the employer may replace it with the reduction of 20% of the salary for the duration set for the measure, but is not possible the procedure of salary below the legal minimum in force for their profession.

5. Not being able the transfer of transfer center, the measure in paragraph d) of number 1 is replaced by downgrading with decrease of salary, in the same work center, doubling the limits as provided in paragraph 3.

6. If at the same time with the lack of another job where the worker can be transferred with disciplinary actions occurs the situation provided in paragraph 4 of this Article, the disciplinary measure, with the limits prescribed in the preceding paragraph may be replaced by a 20% reduction in salary during the period that is fixed with respect for the guarantee contained in the final part of the same paragraph 4.

7. The values of unpaid wages to workers because of the reduction referred to in 4 and 6 of this article, shall be deposited by the employer in the Social Security's account, with the reference "Disciplinary Measures" and the name of the worker and should also impose on those values the employee and employer's contributions for the Social Security.

Article 50.

(Disciplinary procedure)

1. The application of any disciplinary action, except simple reprimand and

a) registered reprimand is null and void if the worker's previous hearing does not occur, according to the procedure set out in the following items and Articles:

2. When the employer considers that he should apply a disciplinary action, must summon the employee for an interview, including in the convocation:

a) Detailed description of the facts of which the worker is accused.

b) Day, time and place of the interview, that must take place before 10 working days upon the letter's delivery date.

c) Information that the worker can be accompanied, at the interview, of a person he trusts, belonging or not to the company's staff or the trade union where he is affiliated.

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1. The convocation can be delivered to the worker upon receipt in the copy in the presence of two witnesses or sending it through registered mail.

Article 51.

(Interview)

1. During the interview, in which the employer can be accompanied by a person belonging to the company or the employers' organization where he is enrolled, the employer or his representative presents the reasons for the disciplinary action he wants to apply and hear the explanations and justifications presented by the worker as well as the arguments presented by the person who assists him.

2. The interview must be set down in writing.

3. If the employee misses the interview but the person he chose attends, depending on the justification presented by him, the interview may be postponed to within five working days, and the worker is notified through his representative.

4. If the worker fails to appear not his representative and he does not justify the absence within the following three working days, the employer may after the deadline is expired, immediately decide to apply a disciplinary action.

Article 52.

(Enforcement of the disciplinary action)

1. The disciplinary action can not be validly decided before the three working days or 30 days after the date when the interview will occur.

2. The action applied is reported in writing to the worker within five days after the decision by any one of the means referred to in paragraph 3 of Article 50, and the notification must mention the allegations made against the worker and consequences of these facts, the result of the interview and the final decision of punishment.

3. If the worker is a trade union representative or member of the representative body of workers, in the same period, a copy of the communication made to the employee, union or to the representative body is sent.

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Article 53.

(Graduation of the disciplinary action)

1. For determining the disciplinary action all the circumstances in which the offense was committed should be considered and weighed, taking into consideration the severity and consequences, the employee's degree of guilt, their disciplinary history and all other circumstances that aggravate or mitigate their responsibility.

2. It can not be applied more than one disciplinary action for the same offense or the set of offenses committed until the decision.

3. The disciplinary measure of dismissal can only be applied under the grounds provided in Article 225 and following.

Article 54.

(Prior weighting to the disciplinary action)

The period referred to in paragraph 1 of Article 52 of this law is intended to a reflection of the employer or its representative on the facts he considers to constitute a disciplinary offense and on the defense of the accused employee, pursuant to paragraph Article 51 (1) thereof, to frame the facts correctly, the defense, the disciplinary history and the circumstances surrounding the facts and that are worthy of consideration in determining the disciplinary action.

Article 55.

(Preventative suspension of the employee)

1. With the interview convocation, the employer can preventively suspend the employee, if his presence at the workplace proves to be inconvenient, without prejudice to the salary's punctual payment.

2. If the worker is a trade union representative or member of the representative body of workers, the suspension is reported to the body to which he belongs and can not have as consequence to impede the worker's access to locations and activities comprised in the normal exercise of the representation functions.

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Article 56.

(Enforcement of the disciplinary action)

1. The disciplinary action applied by the employer begins to be executed from its communication to the employee, unless the immediate enforcement presents serious drawbacks for the work organization, in which case the enforcement may be postponed for no longer than two months.

4. The final part of the preceding paragraph shall not apply to disciplinary action of dismissal that should be notified promptly.

Article 57.

(Registration and publicity of the disciplinary actions)

4. Except for the simple reprimand, the disciplinary actions applied are always registered in the worker's individual file, being met in the determination of all disciplinary backgrounds that have been applied for less than five days.

5. With the same exception, disciplinary actions may be object of publication within the company or work center.

Article 58.

(Right to complaint or appeal)

3. The employee can file an appeal to the disciplinary action if he understands that he did not practice the facts he is being charged of, when the measure applied is excessive for acts committed or the degree of culpability, or that the disciplinary action is null or abusive.

4. The appeal applies to the provisions of item c) of paragraphs 1 and 2 of Article 63, Article 307 and following.

Article 59.

(Abusive exercising of disciplinary power)

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2. Are considered abusive the disciplinary actions applied because an employee:

a) Legitimately claimed in the use of his right laid down in item h) of Article 45, against the working conditions and violation of their rights.

b) Refuses to follow orders that does not owes obedience, under the item of Article 46.

c) Performs or be a candidate for the exercise of tasks of trade union representation or in the representative body of workers or other functions resulting from these .

d) Exercises, has exercised or intends to exercise other rights recognized by law.

2. Until proven otherwise, are assumed abusive the dismissal or the application of any other disciplinary action, when it occurs until six months after any of the facts referred to in paragraph a), b) and d) above, or even two years after the termination of service referred to in subparagraph c), or after the application to these functions, when he does not exercise them, if on the date of the same facts the worker already maintained the legal and labor relation with the employer

3. It's the employer's competence to delude the presumption established in the previous number.

Article 60.

(Consequence of the abusive exercise of disciplinary power)

1. In the situations referred to points a), b) and d) of paragraph 1 above, if not deluded the presumption of abusive disciplinary actions to be applied, the employer is convicted:

a) If the measure is a point c) of paragraph 1 of Article 49 in indemnification equivalent to five times the salary that the employee stopped receiving under paragraphs 2, 3 and 4 thereof.

b) If the disciplinary action is the point d) of the same provision, in indemnification calculated on the same terms, plus indemnification for the excessive costs occasioned by the transfer of work center.

c) If the disciplinary action was immediate dismissal, in indemnification calculated in accordance with Article 266 plus the wages in debt until the date of the judgment.

2. In the situations referred to in subparagraph c) of paragraph 1 above, the indemnification for reducing salary, referred to in paragraphs a) and b) above is increased to double.

3. In the case of immediate dismissal, in the situations of c) of paragraph 1 above, the worker has the right to choose between the immediate reintegration with payment of the wages that

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he stopped receiving until the reintegration or to be compensated under subparagraph c) of paragraph 1 of this article.

Article 61.

(Material liability or the competitive role with disciplinary liability)

The exercise of disciplinary power does not affect the employer's right at the same time to demand the employee a indemnification for losses suffered due to their guilty behavior or the promotion of prosecution, through a complaint, if the behavior is considered a crime under criminal law.

Article 62.

(Material liability)

1. The employee's material liability for damage or destruction of facilities, machinery, equipments, tools or other means of work or production, or any other damage caused to the company, inter alia, breach of duty established in paragraph g) of Article 46 follows the following rules:

a) If the damage are caused deliberately, the employee is responsible for them and for the damage arising, in their entirety.

b) If the damage is caused deliberately by several workers, their liability is joint, the employer can claim the entirety of the loss of each one or all of them, under the proportionality scheme and the worker is sentenced with the indemnification for all damage with the right of recourse over their co-responsible.

c) If damage is caused unintentionally, or if they result from loss or misplacement of tools, equipment or utensils of work entrusted to the worker, for their exclusive use or loss or deviation of money, goods or material assets for which he is responsible in virtue of functions exercised, the employee is liable only for direct loss and not for the damage arising.

d) In the case of c), the worker's liability is limited to the amount of the monthly salary, except in the following situations, where the liability for direct damage is payable in full: d1. In case of loss or deviation of tools, equipments or instruments or money, goods or material assets. d2. If the damage was caused under the influence of drugs or alcohol. If in the event of a traffic

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accident, this result from speeding, dangerous maneuvers or in general, from serious negligence of the driver.

e) Being the unintended damage caused by several workers there is no joint liability, each responding in proportion of their guilt, way and extent of participation and assuming as equal the degrees of guilt of all workers participating in the production of damage.

2. The material liability is required in a indemnification civil action, brought before the court upon request or as civil request deducted in the prosecution, in case a criminal proceeding has been initiated.

3. The agreements eventually concluded between the employer and the employee on the amount of indemnification due for this or on how to repair the damage to be valid, must be in writing and subject to prior approval of the General Labor Inspectorate.

Article 63.

(Limitation and prescription periods)

1. Subject to limitation of the procedure and annulment of the applied disciplinary action or prescription of a disciplinary offense, the exercise of disciplinary power is subject to the following terms:

a) Disciplinary proceeding initiated by sending the notice referred to in Article 50 thereof, can only take place within the following 30 days after taking notice of the offense and the person responsible.

b) The disciplinary offense prescribes within one year of its practice.

c) Appeal against disciplinary action must be filed within 30 days after the notification of the same measures.

d) A criminal complaint must be made within the time established by the criminal procedural act.

e) The civil action must be brought to action within three months after taking notice of the offense and those responsible, unless deducted from the prosecution.

Is excluded from the provisions of paragraph c) above the appeal against the measure of immediate dismissal, to which apply the deadlines established in Article 300 and 301.

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SECTION III
Regulations

Article 64.
(Internal Regulation)

With a view to the work organization and labor discipline, the employers can draw up internal regulations, directives, instructions, service order and work standards where standards are set for the technical organization of work, provision of labor and work discipline, delegation, definition of the workers' tasks, safety and hygiene at work, indicators of labor income, the remuneration system, hours of operation of the various business sectors or work center, control incoming and outgoing traffic at the company, monitoring and control of production and other matters that do not directly respect the content of the legal and labor relation.

Article 65.
(Consultation)

1. The internal regulation after being elaborated by the employer, with respect for the applicable statutory provisions or conventions, is presented to the representative body of workers who submit their observations in writing, within 15 days when dealing with the subject referred to in paragraph 1 of the following article.

2. For clarification, within the deadline referred to in the preceding paragraph, the representative body of workers may ask the employer to carry out a meeting which is scheduled immediately.

Article 66.
(Approval of the General Labor Inspectorate)

1. Whenever the internal regulation or other forms of rules laid down in Article 64 deal with the provision and discipline, remuneration system, earned income or health and safety at work, requires the General Labor Inspectorate's approval, which should be required until 30 days before the entry into force of the regulation.

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2. The request for approval shall be accompanied by a copy of the opinion of the representative body of workers or if it is not delivered in useful time, a copy of the request for an opinion.

3. The lack of communication of the order of approval or disapproval within 30 days of application, it is understood as approval of the regulation.

Article 67.

(Publication)

1. After the approval of the regulation, or after the 30 days deadline without receiving any notice, the regulation that discusses the subjects referred to in paragraph 1 of the preceding article is published or pinned at the work center, in a place frequented by workers, in order to take notice of its content.

2. The regulation that deals with subjects that don't require approval from the General Labor Inspectorate is subject to the advertisement forms referred to in the preceding paragraph.

3. The regulation can only entry into force deven days after the publication at the company.

Article 68.

(Effectiveness)

The regulation and other norms in force in the company, referred to in Article 64, binds the employer and the employees, and is mandatory for bith, under paragraph h) of Article 46.

Article 69.

(Null and void and successor regime)

Are null and void the provisions of the regulation dealing with foreign matters referred to in Article 64 and are replaced by the provisions of the law or the collective agreement that does not comply with these.

Article 70.

(Mandatory regulations)

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For collective employment agreement is required the elaboration of internal regulations on all or some of the matters referred to in Article 64, in cases of companies or work center with over 100 employees.

CHAPTER IV
Change of the Juridical and Labor Relation

SECTION I
Change of the employer

Article 71.
(Situations covered)

1. The modification of the legal status of the employer and the modification of the company or work center's ownership does not extinguish the juridical and labor relation and does not constitute just cause for dismissal.

2. Change of legal status is defined as the succession, merge, split or other change suffered by the company.

3. Change of ownership is defined as the trespassing, lease transfer or any other fact or act involving transfer of the company of the work center's operation or part thereof, by legal transaction concluded between the old and the new owner.

4. If the change in ownership or transfer of the company or work center's operation or part thereof results from a judicial decision, the provisions of paragraph 1 of this article shall apply, maintaining the exercise of the previous activity and the court order explicitly determines.

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Article 72.

(Stability of the juridical and labor relation)

1. The new employer provided he keeps the activity pursued before the change takes the position of the previous employer in work contracts and is subrogated to the rights and obligations of that resulting from legal and labor relations, even if they have ceased before the change of employer.

2. The workers keep the seniority and the rights to the service of the previous employer.

3. Provisions in paragraph 1 of this Article do not apply if the workers continue to work for the first employer in another work center, as provided in Article 83.

4. In the 30 days following the change of employer, employees can resign, being entitled to a indemnification for indirect dismissal if they prove that from the change may result losses for the legal and labor relation.

Article 73.

(Co-liability of employers)

1. Surrogacy in the former employer's obligations is limited to those contracted in the 12 months preceding the change, as long as up to 30 days before this takes place, the new employer notifies the employees that they must claim their credits until the second day preceding the date expected to the change.

2. The notice referred to in the preceding paragraph shall be made upon notification to the employees, posted in the locations he usually frequented by the company or work center or by notifying the workers' representative body, the date at which this occurs, the need for claimed credits and date on which the claim is over.

3. For the credits not claimed and those due at the moment previous to the referred in paragraph 1 of this Article, is solidarily responsible with the new by the obligations contracted by him with the workers in the 12 months prior to the transmission.

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Article 74.

(Obligations of the new employer)

The new employer is obliged to maintain the working conditions that the collective agreement or the internal practice to which the previous was obligated, without prejudice to any changes permitted under this law.

Article 75.

(Communication to the General Labor Inspectorate)

In the five days following the change, the new employer is obliged to communicate it to the General Labor Inspectorate, indicating the cause and the workers' destination, taking into account the provisions of paragraph 2 of Article 72.

SECTION II

Transfer to Different Functions or to a New work post

Article 76.

(Temporary change of functions for reasons concerning the employer)

1. In exceptional circumstances where it is necessary to avoid the paralysation of production or other serious loss for the company, or in other attendable situations, the employer can temporarily transfer the worker from his work post or put in him in charge of other services that require a different training and occupational category, as long as the transfer does not result in a substantial change of the worker's legal and labor situation.

2. If to the work post temporarily occupied corresponds a higher salary or more favorable procedure, the worker has the right to that salary and treatment.

3. If the temporary transfer lasts more than 10 months in a year or 15 months in two years, the employee is entitled to be placed permanently in the new job or new functions, except if it's a replacement of a worker temporarily prevented.

4. If the work post temporarily occupied matches a lower salary, the employee continues to receive the previous salary, if paid by time or

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average salary of the last six months, if paid by income, keeping all other rights in respect to the previous post work.

5. As soon as the reason for transfer are terminated and with the exception provided in paragraph 3 the worker returns to his previous work post.

Article 77.

(Temporary change of functions for reasons concerning the employer)

1. The temporary transfer to jobs or lower functions with lower wages can also occur at the request of the employee for reasons relating to this serious, for reasons of illness or in carrying out disciplinary measures provided for in paragraphs c) and d) of paragraph 1 of Article 49.

2. If the transfer is made by request of the employee for health reasons, he shall receive the salary corresponding to the new job or function, for the time transfer, but this can only be authorized by the employer after obtaining the approval of the General Labor Inspectorate, who is required to join the medical declaration under paragraph 4 of Article 95.

3. If the temporary transfer results from complying with the disciplinary action, 2-7 of Article 49 shall apply.

Article 78.

(Definite change of functions)

1. The worker can only be placed definitively in a work post with an inferior salary in the following situations:

a) In case the work post he occupied is extinguished.

b) For impairment of physical or mental capabilities, necessary to perform the tasks inherent to the job, whether by accident or other cause.

c) Upon request, justified by weighty reasons.

2. In the case of a) and b) above, the change of work post has to be accepted by the worker, in relation to point a) Article 83(1)(b) shall apply.

3. In case of subparagraph c), the transfer can only be done through the terms provided in 2 of the previous article.

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4. In the situation referred to in subparagraph b) of this Article, the employee continues to receive the first three months after the transfer of the salary corresponding to the previous job and from the 4th month the salary corresponding to the new post.

Article 79.

(Exchange of work post)

1. When two workers mutually agree and authorized by the employer for job exchange, the exchange is made in writing, signed by the employees and employer.

2. The workers start receiving the salary for the new job that they occupy and meet the working conditions related to them.

SECTION III

(Change of Center or Work location)

Article 80.

(Place of Work)

1. If the worker's professional activity is carried out predominantly outside the premises of the company, whether for working in mobile or itinerant work centers, whether because it is an activity external and variable regarding the location of the provision, the workplace is considered the work center that is administratively dependent to receive instructions regarding the service to perform and to give an account of the activity developed.

2. The worker has the right to stability in the work place, and only the temporary or definite change of the work place in the situations provided in the following paragraph and articles.

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Article 81.

(Temporary change of Work Place)

1. For technical and organizational reasons, production or other circumstances that justify it, the employer can temporarily transfer the worker for a work place out of the work center, for no longer than one year.

2. The worker temporarily transfered has the right to the reimbursement of travel expenses, unless the company provides transportation.

3. If the new workplace is located at a distance that does not allow to take have their meals in the regular conditions, are also entitled to the payment of which must be taken between the beginning and end of daily work.

4. If the new workplace is located in a place that by its distance prevents the return daily to the residence, the employer also supports the cost of housing.

5. If because of the distance of the new workplace, the worker can not enjoy the weekly rest at his residence, he has a right to, every three months of transfer, four days off to be at his residence plus the duration of the travels, which are considered time of work, and the return trips are supported by the employer.

6. When the worker is opposed to the temporary transfer, claiming good cause, it is the refusal presented to the General Labor Inspectorate, without prejudice to the worker fulfilling his transfer order.

7. The General Labor Inspectorate, having considered the reasons given by the worker and employer, shall decide within 10 days, immediate compliance is given to its decision, if the worker has to return to work without a work center.

Article 82.

(Change of work place for disciplinary reasons)

The worker can be temporarily transferred from the work center in compliance with a disciplinary action that has been applied under 3 of Article 49.

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Article 83.

(Definite change of Work Place)

1. The employer can transfer the worker from the work place, definitively, in the following conditions:

a) Total or partial change from the work place to another place.

b) Extinction of work post, existing a work post in another work center suitable to the professional qualification and the worker's skills.

c) Point 3 of Article 72.

d) For technical reasons and organizational or production.

2. In the situation described in point a) above, if the employee does not accept the transfer, he can resign, being entitled to indemnification for indirect dismissal, unless the employer to demonstrate that the transfer does not result from serious damage.

3. In the situation of point b) number 1, if the worker does not accept the transfer and if Article 78(2)(4) fails to apply, Articles 230 and following shall apply.

4. In the situation of point b) number 1, if the worker does not accept the transfer and there's no place for the application of

5. In the situation described subparagraph d) of paragraph 1, if does not accept the transfer, always has the right to indemnification for indirect dismissal.

Article 84.

(Rights of workers in case of definite transfer)

To the worker transferred definitely, in the conditions provided in the previous article, are always assured the following rights:

a) Be compensated for the excess of costs directly resulting from the transfer.

b) Be compensated in excess of expenses that require the change of place, both its own and the family in charge, as agreed by both parties or, failing agreement, the terms established by the court.

c) A paid leave of two weeks, to take care of the change of residence and other family problems, resulting from the transfer, in the case of the preceding paragraph.

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d) That your family members who live in communion table and housing and working for the same employer, are also transferred, if they wish.

CHAPTER V
Conditions of Work Provision

SECTION I
Safety and Hygiene at Work

Article 85.

(General obligations of the employer)

1. In addition to the duties established in this law, particularly in Article 43(g) thereof, are general obligations of the employer, in relation to health and safety at work:

a) Take useful and necessary measures needed to be adapted to the conditions of organization, or work center so that it is conducted in an environment and conditions for normal physical, mental and social workers and to protect against accidents at work and diseases.

b) Hold all workers, apprentices and trainees against the risk of work accidents and occupational diseases.

c) To organize and provide proper practical training in terms of safety and health at work of all workers hired, that change work post, or technical and work process that use new materials whose handling involves risks or return to work after an absence greater than six months.

d) To ensure that no worker is exposed to the action of conditions or physical, chemical, biological, environmental or any other nature or weights without being warned of the damage they can cause to health and ways of avoiding them.

e) Workers are provided with clothing, footwear and personal protective equipment when necessary to prevent, insofar as is reasonable, the risks of accidents or of adverse effects to health, preventing access to the workplace of workers who present without the protective equipment.

f) Take note of complaints and suggestions from employees about the environment and working conditions and take the appropriate measures.

g) Cooperate with the health authorities for the eradication of epidemics and endemic local conditions.

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h) Apply appropriate disciplinary measures to workers that improperly and so inexcusable violate rules and instructions on safety and hygiene at work.

i) Comply with all other statutory provisions on safety, hygiene and health that apply to it, as well as the legitimate determinations of the General Labor Inspectorate and other competent authorities.

2. An employer who fails to comply with the provisions of subparagraph b) above or has failed to comply with obligations imposed by the insurance contract apart from the sanctions he is subject to, is also directly responsible for the consequence of accidents and diseases checked.

3. The social security body charged with protection in the event of work accidents and occupational diseases should be given to workers for whom the employer does not comply with the provisions of subparagraph b) of paragraph 1 of this article the protection provided by law, being in this case the employer ordered to reimburse him for the importance settled by the same body, without prejudice to the liability referred to in the preceding paragraph.

Article 86.

(Collaboration between employers)

When more than one company exercises their activity in the same workplace, all employers should collaborate in the organization of work safety, hygiene and health at work, without prejudice to the liability of each employer in relation to their employees' health and safety conditions.

Article 87.

(Workers' duties)

Besides the duties established in this law, namely article 46(f), the workers are obligated to use correctly the security and hygiene devices and equipments at work, and not remove or alter them without the employer's permission.

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Article 88.

(Criminal liability)

Without prejudice to the liability under Article 85 (2), the employer responds criminally responsible for the accidents or occupational diseases that, for gross negligence on his part, affects the workers, even protected by insurance as referred to in subparagraph b) of No. 1 of that Article.

Article 89.

(Immediate obligations of the employer)

In case of work accidents or occupational deseases, the worker is obligated to:

b) Provide the sick or injured employee first aid and provide them with adequate transportation to the medical center or hospital unit, where he can be treated;

b) Report to the competent authorities the accident or disease, as long as he is disabled to work, within the deadline and according to the procedure foreseen in specific legislation.

c) Arrange the investigation of the accident or disease causes, to adopt the proper preventive measures.

Article **90.**

(Other duties of the employer)

Besides the duties established n this law, namely Article 43(g), the employer is obligated to:

1. Settle he work centers with proper sanitary conditions and facilities and water supply, fulfilling what is provided in the applicable regulation.

2. Ensure that the dangerous substances are stored in safety conditions and that in the work center facilities there is not trash, residues or waste accumulated.

3. Ensure that at the work centers where there isn't a health post, there is a first aid kit, with the required equipment in the applicable regulation.

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4. Prevent the introduction or distribution of alcoholic beverages and drugs in the location were the work is executed.

Article 91.

(Approval of the General Labor Inspectorate)

The monitoring of compliance with legal regulations on safety and hygiene at work is the General Labor Inspectorate's responsibility, which can assist or provide expert medical services from health officials or experts from other areas with a view to the establishment of safety, hygiene and health conditions of greater complexity.

Article 92.

(Checking the premises)

The work centers on new construction, or with new modifications or where new equipments have been installed, can not be used before use by the General Labor Inspectorate has inspected it and other services mentioned in regulation.

Article 93.

(Prevention commission of work accidents)

1. In work centers where they industrial or transportation activities, with a working volume not less than the minimum laid down in specific legislation or meet other requirements set out in the same, a commission is formed to prevent accidents at work, equally composed, designed to support the employer and responsible workers, the Labor Inspectorate and other competent authorities in these areas, in the implementation and development of standards on environment, health and safety and monitoring of its implementation.

2. Its composition, allocations and functioning are regulated in specific legislation.

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SECTION II

Occupational Medicine

Article 94.

(Health post and pharmaceutical services)

1. Based on the support being provided by the official health services and according to the type of risks to which workers are subjected, the possibilities for public health care and economic capacity of the employer, this may be required by order from the Ministers who had at their charge, the labor administration, health sector, to install a clinic or pharmacist for their workers.

2. The health post, whether it's a medical post or nursing post, should be installed in the work center or nearby and is intended to:

a) Ensure the protection of workers against all health risks that may result from his work or the conditions in which is performed.

b) Contribute to the adaptation of the work posts, technicals and work rhythm to human physiology.

c) Contribute to the establishment and maintenance at the highest level possible of the workers' physical and psychological well-being.

d) Contribute to the workers' sanitary education and the adoption of behavior patterns, according to the hygiene norms and rules at work.

3. The organization, functioning and means of action of health posts are established by complementary decree that equally defines the support that should be ensured by the official sanitary services.

Article 95.

(Medical services)

1. The workers' medical examinations are performed by health services, without prejudice to the examinations and special care required by the characteristics of certain types of work, provided in applicable regulation.

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2. The workers engaged in dangerous or unhealthy work or manipulation, manufacture, packaging or shipment of food products for human consumption must undergo regular medical examinations.

3. The medical examinations are made without charges for the workers.

4. When for medical reasons, is unadvised the permanence of a worker in a work post, the company shall try to transfer him to a post compatible with his health condition, being applicable Article 77(2).

5. Medical examinations, referred to in this Article and other provisions in the Law, shall be conducted by the employer's medical service, upon the authorization from the official services.

CHAPTER VI
Duration and Temporal Organization of the Work

SECTION I
Normal Working Period

Article 96.
(Duration)

1. With the exceptions provided in the law, the normal work period can not exceed the following limits:

a) 44 weekly hours.

b) 8 daily hours.

2. The normal period of weekly work can be extended to 54 hours, in cases where the employer adopts schedule shifts schemes or modulated or variable hours, which a time of recovery or that the work is intermittent or of mere presence is running.

3. The normal period of daily work can be extended:

a) Up to 9 hours a day where the work is intermittent or mere presence, where the employer focus the normal weekly hours of work in five consecutive days.

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b) Up to 10 hours a day where the work is intermittent or mere presence, where the employer adopts the time modulated schemes or variable, or a time of recovery is running.

4. The maximum limits of normal, daily and weekly work periods can be reduced by collective agreement or by joint order of the Ministers who were in charge of labor administration and supervision, the activities in which the work is particularly stressful, dangerous or hazardous to the health of workers.

5. The reduction of maximum limits on normal working periods does not determine the employee's salary reduction or any change in working conditions that becomes unfavorable to workers.

6. The time of work is counted as long as in the beginning and termination the worker is at his work post.

Article 97.

(Rest periods)

1. The normal daily hours of work shall be interrupted for a period of rest and meal, with a duration of not less than one nor more than two hours, so that workers do not pay more than five consecutive normal working hours.

2. To the extent possible and unless otherwise agreed with the workers' representative body, the interval is one hour if the work center is has a cafeteria that provides food to workers or two hours if otherwise.

3. The Labor Inspectorate may authorize a reduction of meal and rest intervals to a minimum of 30 minutes, when this proves favorable to the interests of workers or is justified by the particular work conditions of certain activities.

4. The rest and meal interval can be suppressed in exceptional situations, with a permanent or temporary character, upon previous consultation to the workers' representative body and authorization from the General Labor Inspectorate.

5. By collective work agreement a period of more than two hours can be established for the rest and meal interval, and also established the frequency and duration of other rest intervals.

6. Between the end of a working day and starting on the next day there is an interval of rest of not less than 10 hours.

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SECTION II
Night Work

Article 98.
(Duration)

The normal period of work can not exceed wight daily hours.

Article 99.
(Additional wage)

1. Night work entitles to an additional remuneration equal to 25% of the salary due for the same work done during the day.

2. The additional remuneration provided in the previous number is not due in the following types of work provided:

a) Activities that are exercised exclusively or predominantly during the night shift.

b) Activity which, by their nature or by law, must necessarily work to the public during the same period and are defined by joint decree of the Ministers who are in charge of labor administration and supervision of such activities.

3. The additional remuneration for night work, where it is due, may, by collective agreement, be replaced by the corresponding reduction of working time including at night, when this reduction does not result in inconvenience to the activity pursued.

Article 100.
(Medical examinations for night workers)

1. Night workers of industrial activities should, before starting the night work, undergo a medical examination in order to prove they are able for such work.

2. Medical examinations of night workers are repeated annually or as determined by a doctor or work center by the General Labor Inspectorate.

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3. If the medical examination is considered necessary to the employee's transfer, temporary or definite, to a daytime work schedule, the provisions of Article 95(4) is applied, whenever proven possible.

SECTION III

Overtime Work

Article 101.

(Exceptions)

It's not considered overtime work the work:

a) Provided in a normal work day by workers exempt from the work schedule.

b) Provided in recovery of previous activities' suspension or in other situation considered in Article 96(2)(3) within the limits established in the respective regulation.

Article 102.

(Lawfulness of overtime work practice)

1.T The overtime work can only be provided when there are imperative needs of production or the services require it.

2. Constitute, namely, imperative needs:

a) Prevention or elimination of consequences of any accident, natural disasters or other incidence of force majeure.

b) The installation, maintenance or repair of equipment and facilities whose inactivity would cause serious damage or interruption to the company or serious causes disruptions to the community.

c) The temporary and unexpected occurrence of a volume of work abnormal.

d) The replacement of workers who were not present at the beginning of their period of work, when it coincides with the end of the previous work.

e) The movement, transformation or working of products easily.

f) The completion of preparatory or complementary work which must necessarily be performed outside the operating hours of the work center.

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g) The extension of work, up to 30 minutes after closing, established in the retail and personal services or general interest, to complete transactions or ongoing service for clearance, tidying and preparation of the setup for the following opening period.

Article 103.

(Limits)

1. The maximum limits of duration of overtime work are:

a) 2 hours per normal day of work.

a) 40 hours per month of work.

c) 200 annual hours.

2. The overtime work provided in the situations mentioned in Article 102(2)(a) is not subject to the limits established in the previous number and the work provided in the situation mentioned in subparagraph d) to the limit established in subparagraph a) of the same number.

3. In the other situations described in paragraph 2 of the preceding article, the limits specified in paragraph 1 of this Article may only be exceeded with prior authorization of the General Labor Inspectorate at the request of the employer that justifies the need to exceed them.

4. The ceilings set out in paragraph 1 of this Article may be reduced by the Minister who has the charge of labor administration, after consultation with the Minister responsible and the trade unions and employers, particularly dangerous for the activities or who have special health risks.

5. If, on the provision of overtime work and by applying the provisions of Article 97(5) thereof, the employee must return the next day's work at a time subsequent to the commencement of their normal working schedule, he's owed the wages for time of work not provided.

6. The application referred to in paragraph 3 of this article it is considered approved if within 5 working days of submitting the application, the employer is not notified of any decision.

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Article 104.

(Conditions and obligations of provision)

1. The provision of overtime work must be prior and expressly determined by the employer, under penalty of demanding the respective payment.

2. Except in the situations referred to in Article 102(2)(a)(d)(g) the the employee must be informed of the need to pay overtime as far in advance as possible and no later than the beginning of the rest period or rest and meal intervals prior to the beginning of that provision.

3. Except as provided by law or manifest lack of basis for the requirement, the provision of overtime work is mandatory for the worker, in the case of performance of the obligation referred to in the preceding paragraph.

4. The employee should be dismissed when he presents a valid motive that should prevail over the interests of the employer, in particular, obligations related to school or health.

5. Except in the situations referred to in Article 102(2)(a)(d) or authorization from the General Labor Inspectorate, overtime work can not be required to night workers.

Article 105.

(Remuneration)

1. Each hour of overtime work is paid with an additional 50% of the normal working hours up to 30 hours per month.

2. The time of overtime work that exceeds the limit in the preceding paragraph is paid with an additional 75%.

3. The additional set in the previous paragraph, plus the additional ones owed to workers, in particular, the provisions of Article 99(1).

4. For the purposes of payment of overtime work:

a) Are not considered the fractions of time below 15 minutes.

b) Are counted as half hour the fractions of time from 15 to 44 minutes.

b) Are considered as one hour the fractions of time from 45 to 60 minutes.5. For the purposes of payment of overtime work, the day or half day of rest weekly supplement is considered normal working day.

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Article 106.

(Administrative Obligations)

1. The employer must keep a register of overtime work where each day are recorded the beginning, the term and the motive of the overtime work provided by each worker.

2. The aggregation of overtime work is made weekly per worker and aimed at him.

3. The record may be subject to a model approved by the Minister responsible for Labor, which can impose the inclusion of other elements.

4. The record must be presented to the General Labor Inspectorate whenever required.

SECTION IV

Exemption from Work Schedule

Article 107.

(Functions that could be exempt)

1. Are exempt from the work schedule, not being applicable the daily and weekly limits set out in Article 99, the workers who hold positions of administration and management.

2. They can, upon authorizations from the General Labor Inspectorate, be exempt from work schedule the workers that have positions of close trust with the employer or monitoring positions, as well as workers who regularly have functions outside the fixed work center, in variable locations, without having their work directly managed and controlled.

Article 108.

(Authorization)

1. Requests for permission for exemption from work schedule are provided by the employer in the General Labor Inspectorate accompanied by a declaration of consent of the employee, together with the documents necessary to demonstrate the functions performed.

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2. Authorization for exemption from work schedule, except is less than the establishment, is valid for one year and may be successively renewed by a new application accompanied by a declaration of compliance.

Article 109.

(Limits for exemption)

1. Workers exempt from work schedule is recognized with the right to the weekly day of rest, to the holidays and to the weekly complementary day or half day of rest.

2. Employees exempt from the work schedule authorized by the General Labor Inspectorate does not work, on average, more than 10 hours per day and are entitled to rest and meal intervals of one hour during the daily working time.

Article 110.

(Remuneration of exemption)

1. Employees exempt from work schedule upon the permission of the General Labor Inspectorate have the right to an additional salary, fixed by collective agreement or, failing that, corresponding to a daily hour of overtime work.

2. Ceasing the exemption of work schedule, the additional mentioned in the previous number is no longer due.

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SECTION V

Special Schemes of Work Schedule

Article 111.

(Special work schedules)

Are considered special work schedules the ones established in the following Articles of this Law.

a) The work schedule in shifts

b) The work schedule to compensate suspension of activity

c) The modulated work schedule

d) The variable working schedule

e) Part-time work schedule

f) Availability scheme

g) Schedule with alternating working time and rest time

h) Other special modalities of schedules set out in regulations or collective work agreement, that will establish the respective schemes and conditionings.

Article 112.

(Work schedule in shifts)

1. When the period of operation of the business or establishment exceed the maximum duration of the daily work schedule, agreed under Article 96(3)(a) should be organized different teams of workers through the succession of by partial overlap or succession of schedules to ensure the work in full working order.

2. Shifts can be fixed or rotating

3. Rotating shifts are those in which workers are subject to variations in time resulting from working on all provided shifts.

4. When three shifts are organized, these are mandatory rotary and one of them is entirely nocturnal, and the other two daily.

5. The teams are shift workers, as far as possible incorporated in accordance with the interests and preferences expressed by those manifested.

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Article 113.

(Duration of shift work)

1. The duration of each shift may not exceed the maximum limit of normal working hours which may not exceed 8 hours a day.

2. In the case of rotating shifts, the rest and meal intervals is 30 minutes, which is regarded as working time, whenever because of the nature of the employment, the employee should not be absent from his work post.

3. When, because of the nature of the activity, it is not possible to comply with what is provided in number 1 of this Article, the duration of the working hours shall be respected in medium terms, by reference t a maximum period of three weeks, and the absolute duration of work can not exceed 56 hours in any of the weeks.

4. The provisions of this Article(1), the maximum duration of daily work in case of rotating shifts, can not be applied in situations provided for in Article 121 in the case they include the organization of shift work.

Article 114.

(Remuneration)

1. The performance of work under a rotating shift gives the worker the right to additional remuneration of 20% of the basic salary which is payable when the worker is subject to this form of work.

2. The remuneration set forth in the preceding paragraph includes extra pay for night workers and compensates for variations in time and rest that he is subject to.

3. If the work schedule is in a scheme of two shifts, fixed or rotating schedules or partially overlapping or lagged, is not due any additional remuneration, unless established by collective agreement.

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Article 115.

(Change of a shifts)

The rotation or change of shift can only be made after the workers' weekly day of rest.

Article 116.

(damages for work interruption)

1. When the activity is interrupted collectively in a work center or part thereof for reasons of force majeure not resulting from strikes or other labor conflict, nor vacation or holidays, lost working hours can be recovered within six months, in the following conditions:

a) The recovery is only possible if the employer has continued to ensure the wages to workers during the downtime.

b) By virtue of recovery, the weekly and daily normal work can not exceed the limits specified in Article 96(2)(3)(b).

c) Payment of working hours provided in recovery is integrated in the basic salary, with an increased additional wage of 50%.

d) Before starting the recovery schedule, the employer shall send to the General Labor Inspectorate copy of the notice posted at the work center, which informs employees of the causes and duration of the interruption of collective work, and the beginning, modalities and duration defined for the recovery, as well as the changes that are introduced during this time in normal work schedule.

2. Applies the preceding paragraph, not being, however, due to additional remuneration under c) above where, by agreement between the employer and the workers' representative body, the suspension of the activity in a work day occurs intercalated between a weekly rest day and a holiday.

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Article 117.

(Modulation of work schedule)

1. By collective agreement or with agreement between the employer and the workers' representative body, the work schedule can be organized in a modulation system, with equal division of the work hours throughout the weeks.

2. The schedule modulation system is subject to the following rules:

a) The normal work period can not exceed the limits set out in Article 96 (2)(3)(b) and, on average, can not exceed the limits defined in paragraph 1 thereof.

b) The average length of the normal working week is calculated by reference to a maximum of six months.

c) Overtime work performed in relation to the limits defined in Article 96(1) is offset with corresponding reduction in the normal working period in other weeks within the period or to grant workers paid compensatory time off.

d) The salary maintains stable throughout the whole reference period established under paragraph b).

e) In the month following the term of the reference period is liquidated and paid as overtime work the time that exceeds the average limit of normal work correspondent to the same period.

f) Is excluded from the previous paragraph the working hours that in each day exceeds 10 hours and in each week 54 hours, which is liquidated and paid as overtime work in the month that it is provided.

g) being terminated or suspended the work contract performed before the reduction of time or granting compensatory rest times referred to in subparagraph c) shall apply immediately to subparagraph e) of this Article.

h) The General of Labor Inspectorate is informed in advance of the characteristics of the modulated schedule introduced.

3. It is considered as modulated schedule the one provided in Article 30(3).

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Article 118.

(Variable schedule)

At the work centers in which the workers' professional activity is not directly and immediately connected conditioned by the others' activity, the employer can agree with whom, individually, the establishment of a variable work schedule.

The variable work schedule must obey to the following conditions:

Respect in medium terms the daily limit established in Article 96(3)(a) and is executed within the employment contract's operating period.

There is each day at least two hours in the morning and afternoon periods for workers to be present in their workplaces.

The remaining working hours done freely by the employee before or after the period of compulsory attendance with the variability that the employee wishes so that at the end of four weeks the normal working hours are fulfilled.

Be the work not completed by the end of the reference period established in the preceding paragraph, taken time off work and deducted from the wages and work performed in excess be considered as overtime work, subject to limits established in Article 103(1)(b)(c).

The regulatory framework of the work provided in variable schedule must be send to the General Labor Inspectorate within two weeks before its application.

Article 119.

(Part-time work)

1. The occupation of part-time workers may be made compulsory for the employer in cases expressly provided for by law, in particular with respect to workers with family responsibilities, with reduced work capacity and that attend a secondary or higher educational institution.

2. Whenever the work center's activity center work permits, the employer may allow the occupation of part-time workers.

3. The performance of part-time work can occur, especially in cases where advisable for important reasons related to the lack of mess, the lack of adequate food establishment near the work center and the absence, inoperability or remoteness of public transports.

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4. In the cases referred to in the preceding paragraph, the provision of part-time work subject to the following rules:

Be decided by the employer after consulting the workers' representative body and communicated prior to the General Inspectorate of Labor.

Unless ponderous technical drawback, workers are divided into two teams so that they work respectively in the morning and afternoon.

The duration of part-time work can not be less than five hours a day.

The completion of part-time work is seen as transient and ceases as soon as the reasons that justify it are overcome.

Article 120.

(Standby scheme)

1. The standby scheme can only be practiced in work centers that provide permanent services to the collectivity, namely transportations and communications, captation, transport and water and electricity distribution and companies' of continuous working where it is indispensable for technical reasons to keep the regularity and normality of the equipments and facilities' operation.

2. Unless special provisions laid down by regulatory decrees or by collective agreement, the standby scheme is subject to the following rules:

a) The employee is assigned to the standby scheme by scale to be established with a minimum of two weeks in advance.

b) The employee shall not be scaled to standby scheme in consecutive days.

c) The period of standby can not be higher than the normal daily work.

d) The worker in standby scheme must not remain on the premises of the work center is required to keep the employer informed of your location, in order to be called for immediate provision of extraordinary work.

The worker has the right to an additional remuneration of 20% of his basic salary, in the days where he is in standby scheme.

f) If during the standby period the worker is called to provide permanent work, this is considered overtime work by reason of force majeure and as such paid.

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Article 121.

(Work schedule in shifts)

1. Upon agreement with workers, employers may adopt a system of work schedule consisting of a maximum of four weeks of effective work followed by an equal period of rest.

2. The work system referred to in the preceding paragraph with respect to the following rules:

a) The rest period includes the time spent in travel to and return to the work center.

b) The weekly days of rest, complementary week rest and holidays included further in the period of effective work are normal working days, your enjoyment is transferred to subsequent periods of rest.

c) The period of annual leave is amputated to the rest periods provided they do not last less than 15 consecutive days.

d) The normal working hours may reach a maximum of 12 hours per day which includes two rest periods of 30 minutes each, regarded as working time, whenever the time is fulfilled in shifts occur and the fact that at in Article 113(2).

e) If in consequence of this work scheme, the annual working are exceeded, calculated at 44 weekly hours and after deducted the normal vacation period and mandatory holidays, the exceeding time is considered overtime work and as such paid.

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SECTION VI
Work Schedule

Article 122.

(Concept of work schedule)

1. The working hours determines the start and end of the normal daily work, daily rest and meal intervals and the weekly day off.

2. As provided in Article 39, it's the employer's responsibility, in accordance with the legal and conventional provisions.

3. In establishing the schedule of work, the employer must comply with the legal system over the period of operation of enterprises and services, and arrange it so that the period of operation is fully secured under the normal working period to pay according to the procedures established this law, appropriate for this purpose.

4. The workers' representative body is always heard previously to the establishment of the work schedule and its modifications.

Article 123.
(Map of work schedules)

1. The work schedule is written in its own map that in addition to the items referred to in paragraph 1 above, also indicates the beginning and end of the operation of the work center.

2. A copy of the map of working hours shall be posted at the work center, in conspicuous place accessible to employees covered by them, at least 15 days for their entry into execution.

3. Another example is with the same antecedence, sent by the employer to the General Inspectorate of Labor.

4. If the work schedule is through shift or with teams of workers that practice different schedules, the map should discriminate the various existing schedules and the employer must have, to date, the registration of workers included in each shift or team.

Article 124.

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(Modifications)

The modifications to the work schedule are mandatory for the workers they are destined to, if established in accordance with the provisions of the previous numbers.

CHAPTER VII
Suspension of Work Provision

SECTION I
Closure and Weekly Rest

Article 125.
(Weekly Closure)

1. The industrial, commercial and provision of services establishments must suspend work or close a whole day per week, which is on Sunday, except continuous work or if the activities they dedicate can not be suspended that day, for public interest or technical reasons.

2. Permission for continuous working is granted set out by joint orders of Ministers responsible for Labor and respective activity, preceded by consultation with trade unions and employers concerned.

3. The determination of the activities, companies or establishments, which, in addition to those allowed to labor continuously, are exempt from suspending work or close for one day per week, is made by joint order of the Government members referred to in the preceding paragraph, with precedence to the consultations mentioned.

4. The determination of the day of termination or suspension of work, if not at a Sunday, it's the Provincial Governors' responsibility, after consultation with the Municipal Administrations, trade unions and organizations with economic representation and employers of the province.

5. The exemption from suspending work referred to in paragraph 3 of this Article can also, by requirement from the employer, be granted with temporary character, not more than six months, to industrial establishments, in the following situations:

a) By motives related to the seasonal nature of the activity carried out.

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b) By a substantial increase but transitional of work for whose satisfaction does not justify the use of other forms of work organization.

Article **126.**

(Right to weekly rest)

1. The worker has the right to a full day of rest per week which, as a rule, is Sunday.

2. The weekly day of rest can only be another day of the week when the employee performs services to employers who, under the previous article, are not required to terminate or suspend work a full day per week or that is required to terminate or suspend work on days other than Sunday.

3. Apart from the cases referred to in the previous number, can also stop the Sunday from coinciding with the day weekly day of rest.

a) Necessary to assure the continuity of services that can not be interrupted.

b) Hygiene, health and cleaning services or managers of other preparatory or complementary tasks which must necessarily be performed on the day of rest of the other workers when the equipment and facilities are inactive.

c) Guard, vigilance and concierge services.

4. Every time the work is provided in the shift system, these must be organized so that the workers of each the time have a day of rest in each week and that it coincides with Sunday with a periodicity that does not exceed eight weeks.

5. When, for technical reasons it is not possible to ensure as provided in previous number, the workers must be ensured in each period of eight weeks with a number of full days of rest equivalent to what results from the same provision.

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Article 127.

(Duration of the weekly rest)

1. The weekly rest can not have a duration below 24 consecutive hours, in rules initiated at zero hours on the day of the same rest.

2. In the case of shift work, the 24 hours of weekly rest are counted since the shift's term which is concluded before the 24 hours of the day before the day of rest.

Article 128.

(Complementary weekly rest period)

1. The half day of rest which results from the distribution of the weekly schedule by five and half days of work or on the day of rest which results from the application of Article 96 (3)(a) is considered a complementary weekly rest.

2. The complementary weekly rest period must precede or follow whenever possible, the weekly day of rest.

3. In the case of shift work, the enjoyment of weekly complementary rest shall be governed by the provisions in Article 126 (4)(5).

Article 129.

(Conditions for the work provision)

The work in a weekly rest day or in the day or half day of weekly complementary day of rest can only be provided in the situations provided to in Article 102 and possible to apply as provided in Articles 104 and 106.

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Article 130.

(Work remuneration)

1. The work provided in the weekly day of rest is paid for the value corresponding to the working hours, with the minimum of three hours, increased with an additional 10% of the same value.

2. The work provided in the day or half day of complementary weekly day of rest the Article 105(5) shall apply.

Article 131.

(Complementary weekly rest period)

The work provided on the weekly day of rest gives the worker the right to, obligatorily, half a day or a full day of compensatory rest on the following week, according to the duration of the work was less than four hours, equal or superior to this limit.

SECTION II

Holidays

Article 132.

(Suspension of work on holidays)

1. The worker must suspend work on the days stipulated by law as national holidays.

2. The provisions on the previous number, only applies to the activities or establishments in regime of continuous work or that, under Article 125 (3), are dismissed from suspending work or closing for a full day during the week.

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Article 133.

(Conditions for the work provision)

1. Except in the cases referred to in paragraph 2 of the preceding Article and paragraph 3 of Article 126 the workers can not be required to provide work on public holidays, except in situations where the it is lawful to appeal to overtime work.

2. The work provision on a holiday, in the situation referred to in the final part of the previous number, is subject to the participation of the General Labor Inspectorate before the provision or in the following working day in situations of force majeure or other unforeseen events.

3. The work provision referred to in the previous number shall be subject to Articles 104 and 106.

Article 134.

(Remuneration)

1. Holidays are considered normal working days for the purpose of the right to salary and the worker is entitled to payment unless the employer can compensate him with overtime or extension of normal work schedule.

2. Where the provision is working on a holiday, the payment due under the previous paragraph, plus the following remuneration:

a) With wage of a work day or work period, if less, in the case of work performed in work centers or activities covered in Article 132(2) or by Article 126(3).

b) In the case of work provided or in the conditions referred to in paragraph 2 of the preceding Article, of remuneration for work provided in a weekly day of rest.

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SECTION III

Vacations

Article 135.

(Right to vacation)

1. The worker has the right, in each calendar year, to a period of paid vacation.

2. The right to vacation refers to the work provided in the previous calendar year which expires on the January 1st of each year, except in what concerns the vacation reported to the admission year, when the right expires on the July 1st.

Article 136.

(Purpose and guarantees of the right to vacation)

1. The right to vacation is destined to provide the worker with conditions for physical and psychological recovery of the stress caused by work and allow conditions for total personal availability, integration in the family life and social and cultural participation.

2. The right to vacation and its actual enjoyment can not be replaced, except for cases expressly provided in this Law for any financial compensation or other kind, even by request or with the worker's consent, where the worker's agreements or unilateral acts stating the contrary.

3. The employee shall not, during the holidays, exercise a any paid to professional activity, unless they already exercised it in accumulation.

Article 137.

(Duration)

1. The vacations period is 22 working days in each year, do not count as weekly days of rest, complementary rest and holidays.

2. The vacation expired in the year after the admission to work correspond to two working days for each complete month of work in the admission year, with a minimum limit of six working days.

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3. A similar method of determining the holiday period, with the same threshold is applied in the case the employment contracts has been suspended in the year to which it relates the right, for reasons concerning the employee.

4. In determining the full months of work are included the days of effective service provision and also the days of justified absence with right to salary and the days off enjoyed under the provisions on maternity protection.

Article 138.

(Reduction of vacation)

The vacation period referred to in paragraph 1 of the previous article, or determined in paragraphs 2 and 3 of the same article, is object of reduction in consequence of absences in the conditions provided in Article 161.

Article 139.

(Duration employment contract for a fixed period)

1. The employees hired for a fixed period, whose initial term or renewal of the contract does not exceed one year, are entitled to a vacation period corresponding to two working days per full month of work.

2. The holidays referred to in the preceding paragraph may be replaced by the remuneration to be paid at the end of the contract.

Article 140.

(Vacation plan)

1. In each work center must be organized in consultation with the workers' representative body, on the application of criteria to meet, a vacation plan listing all workers, with the dates of start and end on their vacation .

2. The vacation scheduling shall be made, as far as possible by agreement between the employee and the employer or if they do not reach an agreement by the employer.

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3. In organizing the vacation plan, the employer must take into account the needs for work center's operation and meet the following criteria:

a) Exclude from the vacation schedule the period of greatest productive activity.

b) Distribute fairly the most desired periods, whenever possible, benefiting workers alternately, depending on periods enjoyed in the previous two years.

c) Being the vacation marked in successive rounds, or with total or partial shutdown of the work center's activity.

d) Give preference to workers with family responsibilities in the choice of shifts that coincide with school vacation of minor children when the vacation is scheduled in shifts.

e) Grant the vacation leave whenever possible for the same periods to workers who belong to the same household.

1. If the holidays are marked with total or partial cessation of the work center's activity, the duration of the cessation can not be less than 10 consecutive working days and the remaining period of leave to which workers are entitled is enjoyed by those at another time, not unless you choose to receive remuneration for that period.

2. Taking vacation simultaneously during the cessation period, with the exception of workers allocated to repair and conservation and similar work.

3. In case there's no cessation of activity, vacation can be scheduled in two separate periods, if that's the interest of the worker.

4. The vacation plan is elaborated and pinned at the work centers until January 31st of each year and remains pinned while there are workers taking vacation in that same year.

Article 141.

(Take vacation)

Vacation should be taken during the calendar year in which they fall due, without prejudice to be marked to be enjoyed in the first quarter of next year, in whole or in part if the employee so requests and there is no inconvenient in accumulation or not with that year's due vacation.

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Article 142.

(Cumulation vacation)

1. Workers with family members living abroad may accumulate vacation of two or three years to enjoy outside the country as long as in the first years they enjoy a minimum of 10 full working days of vacation of the period due in those same years.

2. The previous paragraph can be applied by agreement, to other workers who do not meet the condition therein and who wish to spend their vacation outside the country or in a different region of the country.

Article 143.

(Delay or suspension of vacation)

1. Whenever, for imperative motive for the company or work centers' functioning the delay or suspension of scheduled vacation is mandatory, the worker must be compensated for the expenses and material damage proceeding from the delay or suspension.

2. The suspension of vacation can not prejudice the vacation followed by 10 full working days.

3. The vacation period must be altered whenever the worker at the date scheduled for the beginning is temporarily prevented from a fact attributable to itself, namely disease or fulfillment of legal obligations.

4. If the worker gets ill during th vacation period, vacation is suspended as long as the employer is immediately informed of the disease upon presentation of a proof document, written or confirmed by the official health services.

5. In the situation referred to in the previous paragraph, it's the employer's responsibility to schedule when he wants to take the rest of the vacation.

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Article 144.

(Vacation in case of suspension of contract)

If the employment contract is suspended before the enjoyment of the vacation due on the year of suspension, for reasons not attributable to the worker and because of that he take them at the end of the first quarter of next year, the vacation due and not enjoyed will be replaced by the corresponding salary.

Article 145.

(Vacation in case of termination of the contract)

1. Whenever the employment contract terminates, for any reason, the worker has the right to the payment of the vacation due in the year of cessation, except if they were already taken.

2. Notwithstanding the preceding paragraph has the right to receive remuneration for a vacation period calculated basing on two working days of vacation for each completed month of service elapsed since January 1 until the date of termination.

3. Termination of employment contract before the expiration of the first vacation period does not apply the provisions of the preceding, but the employee is entitled to remuneration for a period calculated basing on two working days of vacation for each full month of employment completed from the date of admission until the date of termination of the contract.

Article 146.

(Remuneration and vacation gratification)

1. The worker's remuneration during the vacation period is the same as the salary and bonuses he would receive during the same period if he continued to provide normal work in the usual conditions.

2. The vacation remuneration is added the gratification of vacation referred to in Article(1)(a).

3. The reduction of the vacation period carried out under Article 138, as well as the replacement of vacation for the corresponding remuneration, does not imply the reduction of vacation gratification.

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4. The remuneration and gratification of non paid vacation before the beginning of the respective vacation.

Article 147.

(Violation of right to vacation)

1. Whenever the employer prevents the enjoyment of the vacation under the terms established in the previous articles, the worker receives as damages double the remuneration for the period of leave not taken and should enjoy the holiday period remaining until the end of the first quarter of next year .

2. If the employee violates the obligation imposed upon it under paragraph 3 of Article 136, operates a disciplinary offense, subject to the rules of Articles 48 and following and the employer gets the right to recover the bonus holiday who has paid.

SECTION IV

Leave without Payment

Article 148.

Leave without Payment

1. At the written request of the employee, the employer may allow you to leave without pay duration of which must be expressly decision.

2. The period of leave counts for seniority purposes and the employee is entitled to resume the job when it is present in the term of the license.

3. To effect the right to leave, leave without pay is considered effective working time, if the duration is less than or equal to 30 calendar days.

4. If the license is for a period exceeding 30 days, apply the provisions of paragraph 3 of Article 137. Of determining the vacation period in the case of employment contracts have been suspended.

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Article 149.

(Training leave)

1. By written notice to the employer, at least 30 days, the employee is entitled to unpaid leave for a period equal to or greater than 60 days to attend the country or abroad for technical training or courses taught under the responsibility of a cultural institution educational or vocational training or intensive courses or similar specialization.

2. The employer may refuse the license if:

a) the employee has been provided adequate training or license for the same purpose, over the past 24 months.

b) The employee has less than three years of seniority in the company.

c) The employee has been the application of disciplinary measure not less than e) of paragraph 1 of Article 49, graduated in more than 30 days per offense committed in the last three years.

d) The employee does not meet the deadline for reporting to the employer.

e) The employee performs office management, supervision, supervision or functions can not be qualified to fill the job properly during the license period, or by employees of the company, either by use of fixed-term contracts.

f) The employee can not be replaced adequately in companies or workplaces with fewer than 20 workers.

3. License under this Article shall apply the provisions of paragraph 3 of Article 127.

4. The provisions of paragraph 1 shall not affect the application of special legislation on workers-part-time students, or agreements freely made between worker and employer in accordance with paragraph 3 of Article 47.

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SECTION V
Time off Work

Article 150.
(Types of absence)

1. Absences can be justified or unjustified

2. Where the absence is no longer than the normal working day to which the employee is subject, the lack of time are added to determine the day of absence.

3. If the time duration is unequal in different days of the week, it is day of absence which is the average length of the normal daily work.

4. When the faults have resulted in the loss of earnings the employer may make the lack of time discount in the salary of the month in which this takes place even if less than one day of absence.

Article 151.
(Communication and Justifications)

1. The employee must notify her employer, with at least a week, the need to leave the service and its expected duration and reason for absence at this time displaying the notification, request or notice that eventually you have been directed.

2. If knowledge of the need to be absent from service occurs within the week preceding the commencement, the communication referred to in the preceding paragraph shall be immediate with the display of the comment that if any.

3. If the absence is unforeseen, the employer shall be communicated to the ugly as soon as possible, but always before returning to work.

4. The worker is obliged to provide evidence for justification of the reasons for lack of proof if this is established in the rules or is required by the employer.

5. They are unjustified absences, absences due to reasons not covered in the following article as long as not authorized by the employer, as well as those for which the employee does not comply with the obligations set out in the preceding paragraphs of this article.

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6. It is a serious disciplinary offense by the employee to provide false statements regarding the justification of absences.

Article 152.

(Justified absences)

1. These are the reasons for absence from work:

a) The marriage of the employee provided that the absence has length not exceeding 10 calendar days in a row.

b) A day at the time of birth.

c) The death of family members, within the limits defined in the following article.

d) compliance with legal obligations or military that must be met within the normal working hours, conditions and limits referred to in Article 154.

e) The provision of evidence that they are obliged to working students, under the legislation, within the limits defined in Article 155.

f) Participation in training courses, improvement, qualifications or retraining opportunities that have been determined by the employer.

g) The inability to perform work due to the fact that is attributable to the worker, including accident, illness or need for urgent assistance to members of your household in case of illness or injury, within the limits set in Article 156 .

h) Participation in cultural activities or sports, or on behalf of the country or company or official evidence in accordance with Article 157.

i) engaging in acts necessary and unavoidable, in the exercise of official functions in trade unions and as union delegate or member of the workers' representative body within the limits laid down in Article 158.

j) The employer's permission, given the invocation, by the worker of reasons not listed in the previous paragraphs, but that he considers to be considered justifiable.

2. They are paid within the limits established in the preceding and the following articles absences for the reasons contained in paragraphs a) i) of paragraph 1 of this article.

3. Absences allowed under subparagraph i) of paragraph 1 of this article are paid or not, as is established by the employer at the time of approval with the understanding that if nothing is paid is determined.

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4. Absences are justified on grounds set out in paragraphs c), f) h) i) of paragraph 1 of this article when they extend for more than 30 calendar days, will lead to suspension of contract work with implementation of their scheme.

5. Justified absences always count for seniority purposes the worker.

Article 153.

(Absence due to death)

1. Absences due to death of family members have the following limits:

a) eight days, in the case of the death of a spouse or persons that are proven to live with the worker in union or death of parents and children.

b) four working days, in the case of the death of grandparents, in-laws, siblings, grandchildren, sons-and daughters.

c) Two days in the case of any person or uncles that are proven to live in communion table and housing to the worker.

2. If the funeral takes place at a distance from the center of the work, the employee is still entitled to the time necessary for the journey without pay.

Article 154.

(Absence for compliance with obligations)

1. In the case of absences for compulsory military law or the employer is obliged to pay the salary corresponding to the absence, up to two days per month, but not for more than 15 days per year.

2. The judicial, military, police or others with similar statutory powers to determine the appearance of the work or in which the worker must perform the acts that constitute a legal obligation to justify the absence, are required to provide this, evidence detailed fit and, in particular, the location, date and time of show to be presented to the employer.

Article 155.

(Absence for school exams)

1. The absence of evidence to provide the students have the following limits:

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a) A day in the case of school exams or knowledge assessment conducted during the school year (frequency) that is divided into two periods of half-days each, one in the afternoon of the day immediately prior to the test is performed in the morning.

b) Two days for each subject and for each of the final written and oral evidence, being one of the days of the provision of proof and the other immediately before.

1. In the case of b) if the evidence is on consecutive days before the total is up and about as many as the first evidence of the tests followed, including the ones weekly rest days, additional rest and holidays occurring in that time.

Article 156.

(Absence for accident, illness or care)

1. The inability to provide work for the foundations referred to in the first part of paragraph g) of paragraph 1 of Article 152 shall be paid within the limits and conditions laid down by special legislation in health protection and accident, unless the worker is entitled to social security benefits or insurance institution.

2. The absence of work necessary in order to provide urgent assistance to members of the household, its duration has the following limits: a. Three days per month, in the case of illness or injury of a spouse, parents, grandparents, children over 10 years and similar degrees in the same straight line, up to a maximum of 12 working days a year. b. 24 working days per year, in the case of illness or injury of a child, adopted or stepchild under 10 years.

3. The limits prescribed in the preceding paragraph may be extended at the request of the employee, not being paid the faults resulting from enlargement.

4. Absences referred to paragraphs 2 and 3 of article can not be practiced simultaneously by the two spouses and can only be practiced by one of them being in the case of two workers on behalf of others.

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Article 157.

(Absence for cultural activities or sports)

Absences for participation in cultural activities or sports, as well as in their preparatory acts, where such participation should take place within the normal working hours, shall be subject to the following rules:

a) the mandatory provisions of paragraph 2 of Article 154.

b) Remuneration of fault by the employer up to a maximum of 12 working days in each calendar year.

Article 158.

(Absence for union activities and representation of employees)

1. Absences are justified by the acts necessary and urgent that referred to in subparagraph i) of paragraph 1 of Article 152 shall be paid within the following limits:

a) Four working days per month for office of a member of the board or executive body of the union.

b) Four or five hours per month for each shop steward or for each member of the workers' representative body, as in the work center there are up to 200 or more workers affiliated in the union in its first case or there are up to 200 or more workers in the second.

2. In replacement of the provisions of paragraphs 1 to 4 of Article 151, the faults referred to in subparagraph a) above shall be justified in a written notice of the direction of the union to the employer, made with one days' notice or, if this is impossible, in the two days following the onset of absence, indicating the dates and times that your head needs to carry out its functions, without mention of the acts to perform.

3. Union representatives and members of the workers' representative body, whenever they intend to exercise the right referred to in subparagraph b) of paragraph 1 of this Article, even within the premises of the work center, it shall notify the employer with at least one day.

4. Absences that exceed the limits set in paragraph a) of paragraph 1 of this Article are justified as long as communicated to the employer but not paid.

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Article 159.

(Authorized absences)

The employer may authorize the absence from work by the death of people who are not provided in the subparagraphs of paragraph 1 of Article 153, where the presence of the worker in the acts of the funeral is in accordance with the traditions of his people, applying No. 2 of the same article and the payment of remuneration subject to the provisions of paragraph 3 of Article 152.

Article 160.

(Consequences of unjustified absences)

Unjustified absences have the following consequences:

a) loss of salary;

b) Discounts on the seniority of the worker;

c) Disciplinary offense when they reach three days every month or every 12 years or where, regardless of their number, either because of injury or serious risks known to the worker.

Article 161.

(Consequences of absences during vacation period)

They are the effects of faults on the duration of the holiday period:

a) discount on the length of the holiday, the rate of one vacation day for each day of absence, neither the length of the holiday be reduced to less than 12 days, or less than six days in the situations specified in paragraphs 2 and 3 of Article 137 in the case of unjustified absences;

b) Discount on the duration of the holiday absences that are not entitled to remuneration at the rate of one day of vacation for every three days absence, can not reduce the period of leave exceed the limits set at the end of the preceding paragraph;

c) Replacement of the application of subparagraph b) established by paragraph 3 of Article 137, where the contract work is suspended pursuant to paragraph 3 of Article 152.

CHAPTER VII

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Remuneration for Labor and Other Rights

SECTION I
General Principles

Article 162.
(Remuneration)

1. Remuneration includes base salary and all other benefits and supplements paid directly or indirectly in cash or specimen, whatever its name and form of calculation.

2. Do not constitute remuneration:

a) The provision of compensation for overtime work, unless by its regularity and value assignment must be regarded as remuneration;

b) The employer's accessory allocations to the employee when for reimbursement or compensation for expenses made by it in connection with the performance of work, such as *per diems,* travel allowances and facilities, transport costs, transport allowance requirement to provide accommodation and others of a similar nature, unless, as regular and disproportionate in relation to expenditure intended to compensate, remuneration should be considered only in respect of the excess;

c) The accidental and voluntary gratuities not related to performance of work or serving of awards or recognition for good service, since the custom duties;

d) The family allowance and all other benefits and social security benefits or their complements when paid by the employer;

e) The amounts paid to the worker by way of damages or compensation for transfer of the work center, the legal and labor relationship by suspension or dismissal.

3. Unless proved otherwise, it is assumed that all expenses that the worker receives from the employer, with regularity and frequency are included in the salary.

4. Incumbent upon the court to resolve the doubts that arise in qualifying as payment for the benefits received by the worker.

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Article 163.

(Method of payment)

1. Salary can be fixed, variable or mixed.

2. The salary is right or remuneration to the time when the work done over a period of time irrespective of the outcome.

3. The salary is variable remuneration or income when the work according to the results obtained in the period to which it relates.

4. The salary is mixed when constituted by a fixed part and some other variable.

5. The variable salary can assume, namely the modalities of:

a) Salary for piecework and commission when it regards only the work performed by the employee during the period considered without regard to the runtime;

b) Salary for task when it meets the duration of work required to ensure a given production period.

5. To the extent that the employer has adopted indicators of earned income or other base product definition pursuant to Article 162, may adopt variable pay systems or mixed in order to stimulate higher levels of productivity.

Article 164.

(Non-discrimination and guarantees of employees)

1. The employer is obliged to ensure for equal work or for work of equal value, depending on the conditions for the provision of qualifications and performance, equal pay for workers without any discrimination with regard to the provisions of this law.

2. The various components of remuneration should be set to the same standards as men and women.

3. The categories and criteria for the classification and promotion, as well as all the other bases for calculating the remuneration, including the evaluation criteria of the jobs must be common to workers of both sexes.

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4. The salary can not be less than that established in the collective bargaining agreement applicable to the work that is failing or return to the guaranteed minimum wage, except as expressly provided by law.

5. When the salary is variable, the underlying bases should be established to ensure the worker normally working, an amount equal to the capacity of the worker paid the same time, doing a similar job.

6. If the worker is unable to perform his duties in the presence of the legal and employment by the employer will not give reasons alien to perform work, maintains the right to pay in full without that can compensate for the work provided not provided with another on another occasion.

7. The employee with variable salary paid is entitled to the normal wages when labor income is reduced for reasons attributable to the employer.

8. In the case referred to in the preceding paragraph, as well as in the case of benefits which, pursuant to paragraph 2 of Article 262, to be considered as payment is normal wages for purposes of payment of vacation pay and calculation of damages and compensation , the monthly average benefits calculated in relation to those received in the 12 months prior to performance of work or during the duration of the contract, if lower.

9. There is compensation when benefits are actually received remuneration as a whole and in the most favorable annual statement that the employee benefits provided by law or collective agreement.

10. To determine the amount of time the worker's salary, using the formula:

S/h = Sm x 12

52s x Hs, where S / h means the value of the salary schedule, Sam the monthly base salary, 12 Hs x 52s the number of months of the year, the number of 52s working week of the year and the normal weekly Hs.

11. Ignoring the preceding paragraphs of this article gives rise to the exercise of judicial or disciplinary proceedings under this law.

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Article 165.

(Annual bonuses)

1. All workers are entitled, for each year of actual service, the following minimum mandatory gratuities:

a) 50% of base salary corresponding to the salary of the holiday period as a holiday bonus;

b) 50% of base salary for the month of December as a Christmas bonus.

2. The values set out in paragraph 1 may be improved by collective agreement or individual employment contract.

3. An employee who at the time of payment of these bonuses has not provided one year of actual service, under the date of admission to employment or suspension of the legal and labor, is entitled to receive such bonuses commensurate with the value calculated in full months worked plus one month.

Article 166.

(Information on Payment)

1. Before an employee occupies a job, and whenever such there are changes in it, the employer must inform him, as appropriate and easily understandable, of the wage conditions which must be applied.

2. When the change in salary is applicable to a group of workers to be results of the review of salaries guaranteed by law, collective agreement or practice of the employer, the information is done by displaying the new values in place of payment and places commonly frequented by workers.

Article 167.

(Reduction of payment)

1. Except as expressly provided by law, collective agreement or employment contract, the salary is not payable for periods of absence from the service worker.

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2. To calculate the amount to be deducted, applies the formula in paragraph 10 of Article 164, but they may not be paid less than the amount corresponding to the time of actual work performed.

3. With the exceptions provided by law or collective agreement benefits, and additional supplements to the basic wage which constitute consideration for the conditions under which work is performed, no longer due as soon as the performance of work is no longer subject to the same conditions.

SECTION II

National Minimum Wage

Article 168.

(Fixing the national minimum wage)

1. The national minimum wage is fixed periodically by the decree of the Council of Ministers on a proposal of the Minister responsible for Labor and Finance.

2. The minimum wage is preceded by national consultations led by Labor Minister responsible for finance ministers and economic areas and consultation meeting with representatives of the most representative organizations of employers and workers.

3. In setting the national minimum wage should be considered:

a) The development and trend of the national index of consumer prices, general level of wages and social security benefits and the relative living standards of other social groups.

b) Factors economic conditions, including the requirements of economic development, productivity levels and the need to achieve and maintain a high level of employment.

Article 169.

(Schemes of the national minimum wage)

1. The national minimum wage may adopt one of two ways:

a) Guaranteed national minimum wage;

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b) National minimum wage by major economic groups (industry, trade, transport, services and agriculture);

c) National minimum wage by geographical areas.

2. The arrangements b) and c) above may be articulated with the mode) and can also form c) be linked with the mode b).

3. As employees of any of these economic group referred to in the b) of paragraph 1 are being covered by collective agreements, the setting of the national minimum wage fails to adopt the scheme in c) thereof.

Article 170.

(Regularity of setting)

The periodicity of the national minimum wage setting is determined taking into account the evolution of the weighting factors referred to in Article 168(3).

Article 171.

(Recipients of the national minimum wage)

1. With the exceptions established by law, the national minimum wage applies to all workers on full time work and the decree that sets it can exempt the workers covered by collective agreement held less than six months ago.

2. For workers on part-time work, the application of national minimum wage is made using the formula set out in Article 164(10).

Article 172.

(Nullity of wage indexation)

Are null and void the provisions of collective agreements that foresee indexing on the values of the minimum wage expressed directly or indirectly.

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SECTION III

Settlement and Payment of Wages

Article 173.

(Method of payment)

1. The wages must be paid in cash, and partially in benefits of other nature, including food, shelter and clothing.

2. The non-payment of wages, if any, may not exceed 50% of the total.

Article 174.

(Payment of the pecuniary part)

1. The pecuniary part of the salary is paid in cash or, with agreement of the employee or if provided for in internal regulation or collective agreement, by bank check, money order, bank transfer or deposit on the worker's current account.

2. With the exceptions provided in the preceding paragraph, the payment of wage in vouchers, coupons, credit account, debt statements of any other substitute method of payment in current currency is prohibited..

3. The pecuniary part of the salary is paid directly to the employee or the person indicated by him in writing, leaving the worker able to freely dispose of the wage preventing the employer from limiting that freedom in any way.

4. The employer can not in any way coerce the employee to pay debts and can not pay the salary in the presence of creditors of the worker.

Article 175.

(Payment of the non-pecuniary part)

1. The non-payment of wages, if any, shall be intended to satisfy personal needs of the worker or his family and can not, for any purpose, be assigned a value higher than the current in the region.

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2. The non payment of wages is replaced by the corresponding value from the employee informs the employer within 15 days before the date of payment that you want the salary to be paid in cash only.

3. It prohibited the payment of wages in alcohol, drugs or harmful psychotropic substances.

Article 176.

(Salary expiry periods)

1. The obligation to pay the salary expires during fixed and equal periods that, except as provided in the following numbers, are the month, fortnight or week and must be met on time, until the last day of the period referred to during the normal working hours.

2. The worker paid with an hourly or daily wage hired for a task of short duration, is paid for each day after completion of work.

3. In the case of paid work by the piece or task, the payment is made after completion of each part or task, unless the execution lasts more than four weeks, in which case the employee must receive each week an advance of no less than 90% of the guaranteed minimum wage, with full payment of the difference calculated in the week following the conclusion of the piece or task.

4. The commissions acquired during a quarter must be paid during the month following the end of that quarter.

5. Bonuses made during a financial year must be paid during the quarter following the tabulation of results.

6. In case of termination of employment contract, the salary, damages and other amounts owed to the worker whatever they refer to, are paid within three days following the termination.

7. In case of dispute concerning the determination of amounts due, the judge may upon request submitted by the employer within three days following the detection of the dispute, authorize the temporary withholding of amounts in excess confessed by the employer or, in the case of basic salary, the part that exceeds the value calculated from the last pay period proved, with the base of calculation that was used to determine it.

8. Except as provided in Article(1)(6), employees absent on the day of payment of wages can collect the amounts due, in any following day, within the normal business hours.

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Article 177.

(Place of Payment)

1. The payment of wages shall be made at the place where the employee works or at employer's payment services if they are located in the surroundings of the workplace, unless otherwise is agreed.

2. Having agreed a different location for the payment of wages, it is considered effective service time the time spent by the worker to move to that location.

3. The payment of wages can not be done in an establishment that sells alcoholic beverages, gambling houses or amusement centers, except for employees of these establishments.

Article 178.

(Payment document)

1. The payment of wages is evidenced by a receipt signed by the employee or, if illiterate, by two witnesses chosen by himself, fingerprint, or if the employer uses collective salary payrolls, by the worker's signature or from the witnesses that corresponds.

2. The receipt or collective salary payrolls must identify the employer, the worker's full name, number of social security beneficiary, the period that corresponds to the payment, discrimination of amounts paid, all discounts and deductions, as well as the total net amount paid.

3. In the act of payment or before this, when done according o the methods allowed in Article 174(1), the worker is given a copy of the receipt or, if the payment is made after one of those modalities or using collective salary payrolls, a report containing all the payment details required in the preceding paragraph.

4. If the employee before the forfeiture of the limitation period, claims against the employer for non-payment of wages, it is assumed the non-payment so inescapably, if the employer, except in a case of force majeure, does not show the receipt or collective payroll concerning the legal amount claimed.

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5. In the absence of allocation of amounts paid to other benefits or bonuses, it is assumed that such values correspond to the worker's basic salary.

SECTION IV

Compensation and Deductions on the Salary

Article 179.

(Lawful deductions)

1. Employers are forbidden to compensate credits that they have over the worker in the wage due or make any discounts or deductions, except as provided in the following paragraphs and articles.

2. The employer shall deduct from the salary the deductions in favor of the State, social security or other entities determined by law, through final court decision which has the force of *res judicata* or court-approved agreement when notified of the decision or agreement approved.

3. By written request of the employee, the employer shall deduct from the salary the amount of the contribution to the union.

4. The employer can deduct on the salary the price of the meals provided, the use of telephones and other equipment and materials, suppliers of food, other goods or services requested by the employee and have been provided on credit well as other costs incurred by written request of the employee, provided that it is not part of the supply that wages in accordance with Article 173(1).

5. They can also be deducted from the salary repayments of loans granted by the employer for construction, repair, improvement or acquisition of housing or other property, with prior permission of the General Labor Inspectorate.

6. It is also possible to deduct from the salaries the amounts of money in advance and other allowances made by the employer at the employee's request, which can not, without authorization of the General Labor Inspectorate, exceed the amount of three basic salaries.

7. The claims of the employer referred to in paragraphs 4 to 6 of this Article shall not bear interest, except as regards those referred to in paragraph 5 of this Article, if that salary is part, in writing and within the limits of the legal rate of the loan agreement subject to approval of the General Labor Inspectorate.

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8. The amount of discounts provided in paragraphs 4 to 6 of this Article can not, all together, exceed 25% of the net wage, of tax and other deductions required by law.

Article 180.

(Prohibited Deductions)

They can not, in any case, be made over the salary deductions or discounts destined to ensure employer and his representatives or through an intermediary a direct or indirect payment for obtaining or maintaining employment.

Article 181.

(Credits of the employer)

Any credits of the employer over the worker that do not comply with the provisions in Article 179(4-6) can not be object of compensation on the salary without without a final court ruling or agreement approved in court to acknowledge them, and in such a situation the provisions of paragraph 2 thereof shall apply.

Article 182.

(Provision and null clauses)

1. Are null and void the provisions of collective agreements or employment contracts that allow any discounts or deductions other than those specified in Article 179 or increase the deduction limits.

2. The amounts deducted on the salary that violate this section bear interest at the statutory rate that the court may aggravate up to double, from the date that they should be paid and can always be claimed within one year after termination of the contract.

SECTION V

Wage Protection

Article 183.

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(Guarantees of salary in case of bankruptcy or insolvency)

1. In case of bankruptcy or insolvency of the employer, the wage installments of the damages due to workers have preference over any other claims against the employer, including credits from the State or social security and enjoy movable and immovable privileges, within the following limits:

a) The limit of the minimum values set by law or collective employment agreement, in the case of salary benefits, due during the six months prior to the opening of the insolvency lawsuit.

b) The limit of the values calculated in accordance with law, in the case of damages, due three months before the opening of insolvency proceedings. c. The limits established by law, in the case of wages or damages due after the time set in a) and b) above, if their lawsuit has been brought before the opening of insolvency proceedings.

2. The preferential credits mentioned in the preceding paragraph, if recognized are paid in full or, if the property is insufficient to guarantee the full

claims of all workers, by apportionment of the value of assets before other creditors be paid poses.

3. The credits of the employees who do not meet the requirements defined in paragraph 1 of this Article shall be claimed in the bankruptcy or insolvency proceedings and if recognized, must be graded and paid under civil law and civil procedure.

4. Where the claims referred to in paragraph 1 of this Article are guaranteed and paid by an institution or wage guarantee fund, this is subrogated to the rights that to the employee confers paragraph 2 of this article.

Article 184.

(Seizure on salary)

1. Up to the amount of the legal minimum wage the basic salary is unattachable.

2. In the part that exceeds the legal minimum wage is attachable to 25% of its value, same limit of seizure applied to other employee's credits and by benefits and salary bonuses or damages.

3. The limit set in the preceding paragraph may, by the judge and taking into account the needs of the worker's family, be increased up to 50% in case the seizure is intended to guarantee debts of food or medical care of the worker or his family.

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Article 185.

(Resignation of salary during the period of validity of the contract)

1. The signing of a receipt or collective wages payment bulletin by the employee, during the validity of the juridical and labor relation, without protest or reservation, it is not valid as waiver to the payment of all or part of the salary, additional bonuses and other benefits due to him by legal or conventional provision, and the can not be opposed with expression to balance any credit or any other equivalent expression signed by you.

2. The agreement of the transaction over the amount of wages owed to workers, concluded during the validity of the juridical and labor relation, is only valid if judicially approved by the president of the provincial body of work conciliation.

Article 186.

(Prohibition of cessation of salary)

1. The worker can not assign his right credit wages, whether for free or not.

2. Are null and void the stipulations by which employees waive the right to salary or in which is established the free provision of work or be made dependent on the payment of wages of any fact checking uncertain.

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Article 187.

(Prescription of wage credits)

1. The claims of wages, wage allowances and other benefits or damages, shall lapse two years from the date on which the commission is won, but no later than one year from the day following the assignment of the contract.

2. The statute of limitations, however, is suspended:

a) with written recognition by the employer, the credit and its value;

b) with citation to legal action to which the credit is claimed, or the notification for the same pair diligence conciliatory effect promoted by the provincial body to reconcile work.

SECTION VI

Staff shops

Article 188.

(Concepts and operation rules)

1. It is considered canteen stores or any organization of the employer intended, directly or indirectly the sale or supply of food and basic necessities to workers for their personal needs, normal or their families.

2. The existence of staff stores is permitted provided that:

a) workers are not required to use them;

b) The sale or supply is completely autonomous and subject to the control of a supervisory board elected by the workers and made up of three to five members.

3. The price of the goods offered for sale must be affixed legibly.

4. The sale of spirits is prohibited.

5. If there is no staff store, is prohibited in the workplace any other form of trade for workers, managed by the employer.

6. Prices of supplies made to the employee through staff store may, with the agreement of the workers, be deducted from the wages up to a percentage higher than the limit in paragraph 8 of Article 179, but not higher than 50%, the second plan approved by the Inspectorate General of Work.

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Article 189.

(Settlement and closure)

1. Installing a staff store is subject to prior approval of the Minister responsible for Labor, in the opinion of the General Labor Inspectorate.

2. Having obtained the authorization, the employer is obliged to ensure the installation of Economat and ease of operation, supporting their fixed charges.

3. If a radius of 10 kilometers from the center there are no working institutions or organizations in the retail sale of food and basic necessities and work there more than 200 workers, the Minister responsible for Labor may, by order and preceding proposal founded the Inspector General of Labor, to determine the installation of a stationery, to meet the needs referred to in paragraph 1 above.

4. Without loss of control referred to in subparagraph c) of paragraph 1 above, operation and accounting staff store are overseen by the General Labor Inspectorate, in case of violation of the provisions in paragraphs 2 to 5 of the preceding article, may determine the temporary closure, for a period of one to two months.

5. In case of repeated violations that carry a right to determine the temporary closure, can the Minister responsible for Labor, based on a proposal of the Inspector General of Labor, to determine the definitive closure of the stores or their transfer to the management of a consumer cooperative if the staff store has been installed in accordance with paragraph 3 of this article.

Article 190.

(Consumption cooperative)

1. Can be created consumer cooperatives of workers an employer or several employers in the same region, managed by a committee elected by the workers and operate under commercial law and regulations as may be approved by the Minister responsible for Labor and Trade.

2. Employers should encourage the establishment of such cooperatives and provide the assistance necessary for their normal functioning, including supporting their fixed costs as a proportion of the number of employees that can use.

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3. Apply consumer co-operatives to the provisions in paragraphs 2, 3, 4 and 6 of Article 188.

SECTION VII

Other Economic Rights of Workers

Article 191.

(Rights of the displaced worker)

1. Where the employee is hired to work at a place other than their usual residence at a distance requiring the installation of new residence for the duration of the legal and employment, the employer is obliged to ensure:

a) The transportation of the worker and his family, to accompany or join him on trips start and completion of the contract and on the road corresponding to annual leave, if enjoyed in place of habitual residence.

b) The pair adequate housing for the worker and his family, under appropriate conditions and respecting the necessary hygiene and sanitation and others that are established in regulation.

c) Clothing and clothing appropriate to the climatic conditions of the workplace if the employee is habitually resident in a region with different conditions.

d) Other conditions, including power, which appear on the contract of employment or that are defined in regulation.

2. In cases where the worker can not proven or the removal of the work center for businesses to be more than 10 miles, get it for your family, a regular supply of foodstuffs of prime necessity, the employer is obliged to ensure this supply.

3. The guarantees laid down in paragraph 1 may, upon written request by the employee or as authorized by the General Labor Inspectorate, the substantiated request of the employer, be replaced by the compensation payment.

4. The right to transport, referred to in subparagraph a9 paragraph 1 of this Article shall be governed by the provisions of Article 196.

5. It is understood by the worker's family, for the purposes of this law, the spouse and minor children usually live with it.

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Article 192.

(Canteens and kitchens)

1. In the workplace normally employing a volume of employees that exceeds a limit set in specific regulations or where this is determined by the authority of the Minister of Works shall be installed canteens or kitchens, where workers can eat meals coincide with the working day or cooking their meals.

2. The operation of canteens and kitchens are the provisions of paragraph 2 of Article 189, the fixed charges.

Article 193.

(Characteristics of feed)

1. The power of the workers who built the salary, whether paid by himself or supplied in compliance with legal or contractual, should be healthy, varied enough and made with good quality foodstuffs, must strictly observe not only what is specified in the regulations health and hygiene, as the instructions in writing are given by the Labor Inspectorate and the health authorities.

2. Meals provided at the workplace may include non-alcoholic beverages is prohibited to include alcoholic beverages.

3. Whenever the power is to be paid by the employee, the provisions in paragraph 6 of Article 188.

Article 194.

(Replacement of feed)

In cases where workers have been displaced or transferred and their families to have followed or if they have together, if the power should be part of or provided by law or contract, workers are entitled to their replacement by supply of foodstuffs, to be collected weekly in sufficient quantity proportional to the number of family members.

Article 195.

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(Return of the worker)

1. The displaced worker, as defined in paragraph 1 of Article 191, has the right to return to the place of habitual residence at the time of establishment of the legal and labor, when it is extinguished.

2. This right includes the family that, under the law, or if you have followed will join, as well as its objects and personal effects normal.

3. If the employee does not want to return within two weeks following the completion of the contract and unless otherwise agreed, shall terminate the right established in the preceding paragraphs.

4. The right of the worker is still mandatory for the employer:

a) In the case of the worker, by accident or illness, incapacitated for the performance of their work, on a permanent or temporary long-term, and in the latter case, place as soon as medically authorized.

b) If the employment contract is void, for reasons attributable to the employee, the costs of return are shared between employers and workers, the proportion of time he was running.

5. In case of death of a worker or family member to come under Article 191, employer's liability is the return of the remains of the deceased.

Article 196.

(Content of the right to transportation)

1. On the return trip, as well as a trip to the place of supply of labor, which under Article 191, the worker is entitled, the employer must provide you and your family the power needed, as well as housing that are necessary because of the length of the trip, where the route and means of transport are determined by the employer.

2. If the worker to use a route and a number of means of transport determined by the employer, this should not to that would depend on more than with the use of determined by it.

CHAPTER IX

Suspension of the Juridical and Labor Relation

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SECTION I
General Provisions

Article 197.
(Concept)

There's suspension of the legal and labor where, on a temporary basis, the employee is unable to perform their work acts by affecting the child but not her own fault, or the employer discharged or prevented from receiving the same job.

Article 198.
(Effects of the suspension)

1. During the suspension period, unless expressly provided otherwise, cease the rights and obligations of the parties in the labor law, inherent in the actual performance of work, keeping, however, the duties of respect and loyalty.

2. During the suspension period, a fact concerning the employer, the employee is permitted to engage in gainful employment for another employer.

Article 199.
(Other effects of suspension)

1. The period of suspension to account for the purposes of seniority of the worker, who retains the right to the job.

2. The employment contract, however, lapses and the legal and labor shall be extinguished when it becomes certain that the impairment is permanent.

3. As the employment contract for a specified time, the suspension does not prevent its extinction by the statute of limitations or verifying the event of forfeiture.

Article 200.

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(Presentation of worker)

1. Once the cause of the suspension, the employee must report to the employer to resume work under the above conditions, otherwise the contract is extinguished.

2. The presentation of the worker must occur five business days following the end of each suspension, except as expressly referred to in Articles 204 and 209 thereof.

3. The employer is obliged to join the worker in their workplace or in the same position, so that presents itself.

Article 201.

(Applied norms)

1. The suspension of the contract due for the employee applies in particular the provisions of the next section.

2. The suspension of the contract due for the lender applies in particular the provisions of Section III of this chapter.

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SECTION II

Suspension of Contract for Fact Related to the Worker

Article 202.

(Operative events for suspension)

1. Facts not considered to be attributable to the employee but for hindering the performance of work:

a) Provision of military service, civic service and replacement periods of compulsory military training.

b) accident and occupational disease or natural.

c) Maternity leave. d. Holding public office, by election and functions of management or trust in public companies, since the position or functions to be performed on an exclusive basis.

d) Preventive detention or the provision of the judiciary or prosecution, while there is no conviction.

e) Working for the union full time.

f) Compliance with imprisonment up to one year, for a crime that is not damaged and that the employer does not respect the performance of work.

g) Other cases of force majeure impede the provision of temporary work.

2. The suspension there as soon as the impediment lasts for more than 30 consecutive days, but starts before, so it becomes certain that the impediment is longer than the target date.

Article 203.

(Effects of suspension regarding the worker)

1. The suspension of the contract involves the loss of the right to a salary from your check.

2. Ancillary rights of workers, such as the provision of accommodation remain with no way to replace it with money.

3. During the first six months of the suspension period, the employee continues to benefit from medical care that is provided by employers to their workers.

4. The purpose of this section to the suspension set holiday entitlement is set out in paragraph 3 of Article 137.

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Article 204.

(Presentation of the worker)

1. Ends the cause of the suspension, the deadline for the work provided for in paragraph 2 of Article 200, is extended for 12 of the useful in the case of military service and situations similar and other situations that have caused obstruction of duration not less than 12 months .

2. Upon presentation to work, the worker to the employer delivers the document proving the date of cessation of the impediment.

Article 205.

(Duties of the employee)

The employer may, at its discretion, hire another worker to perform the duties of the worker to drop the contract, such contract being concluded for a fixed, variable term, in accordance with subparagraph a) of paragraph 1 of Article 15.

SECTION III

Suspension of Contract by Reason Regarding the Employer

Article 206.

(Generating causes of suspension)

The suspension of employment for reasons relating to the employer there is always that it is temporarily unable to receive or dismissed the work of all or part of the company's employees or work center by:

a) Verification of circumstantial reasons, economic or technological reasons of temporary duration.

b) Disaster, accidents and other situations of force majeure, such as interruption of energy supplies or raw materials which require the temporary closure of the work center or the temporary reduction of processing.

c) Call or mobilization on behalf of the individual employer, the terms of military law.

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d) Closure of establishment for temporary works, equipment installation or establishment of competent authorities.

e) Other conditions provided for and governed by a special statutory provision.

Article 207.

(Effects of suspension regarding the employer)

1. Situations referred in subparagraphs of previous article are regulated by decree.

2. The situations referred to in subparagraph c) of the preceding article are governed by the following rules:

a) Communication to the General Labor Inspectorate and the Employment Center area work center until the beginning of the suspension of performance of work, their occurrence and causes.

b) Continued payment of wages of employees for a minimum period of two months.

c) After the period referred to in the preceding paragraph, where the establishment has not resumed normal operation, the employer does not continue to pay the salary, may declare the contract terminated by expiry, paying workers compensation calculated in accordance with Article 262.

d) The employer may deduct the amounts that workers receive in wages referred to in point b) in the same period in any other gainful employment that you start exercising.

e) Communication to the General Inspectorate of Labor and Employment Centre, the expiry of the contract within three days following that on which it was communicated to employees, indicating that they were paid or made available to workers compensation referred to c) of this paragraph.

3. The preceding paragraph does not apply if the establishment remains operational, even if it appears to the provisions of paragraph 3 of Article 71. 4. The situations described in point d) of the preceding article are governed by the following rules:

a) Employees retain the right to pay for the entire duration of the temporary closure, up to six months.

b) After the period referred to in the preceding paragraph, where the establishment has not resumed operation, the employer may declare the contract terminated by lapsing by paying the damages calculated in accordance with Article 261.

c) provided for in subparagraphs a), d) and e) of paragraph 2 of this article.

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Article 208.

(Consequences in the right to vacation)

The situations of suspension referred to in this section does not affect the right to leave and the duration of which, for effect, considered time worked.

Article 209.

(Cessation of the impediment)

Lift its ban, the employer must notify employees whose contracts are suspended by means appropriate to return to work, counting from the date of such notification the deadline referred to in paragraph 2 of Article 200.

Article 210.

(Preference in admission)

1. Within one year from the date of expiry of the contract pursuant to subparagraph c) of paragraph 2 and subparagraph b) of paragraph 3 of Article 207 of the workers, whose contracts have expired, are given preference in admission to fill vacancies that open in the center of business or company for which they have adequate qualifications.

2. To exercise this preference, the employer must notify, in writing, the workers who have those qualifications, in order to exercise their right within two weeks of notification.

3. In the absence of such notification, priority workers are entitled to damages of one, two or three months of salary earned to the date of expiry, as the contract has lasted up to two, two to five or more than five years.

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CHAPTER X
Extinction of the Juridical and Labor Relation

SECTION I
General Provisions

Article 211.
(Stability of employment)

1. The employee is entitled to continued employment, the employer is forbidden to extinguish the juridical and labor, with termination of employment, on grounds not provided for in law or in violation of the provisions of this chapter.

2. The employment contract may be terminated by:

a) Causes objective, beyond the control of the parties;

b) voluntary decision of both parties;

c) unilateral decision by either party, enforceable against the other.

3. With the employment contract was made by appointment, is extinguished by discharge.

Article 212.
(Expiry of contract for objective motive)

1. The contract expires for objective motive, alien to the will of the parties in the following situations:

a) Death, total and permanent disability or partial disability of the worker, but the permanent impossible to continue to perform their work;

b) Reform of the old-age workers;

c) Death, or permanent total disability or retirement of the employer, when it result in the termination or cessation of business activity;

d) Bankruptcy or insolvency of the employer and extinction of legal personality;

e) Condemnation of the worker by a final sentence, the sentence of imprisonment exceeding one year regardless of duration or in cases prescribed by law;

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f) If unforeseeable circumstances or force majeure that prevents definitely the provision or receipt of the work;

2. The lapse because the lens is regulated in Section II.

Article 213.

(Termination of contract for voluntary decision of parties)

1. The contract expires for voluntary decision of both Parties in the following situations:

a) Expiry of fixed-term contract, the end of time or by completion of the work or service for which it was entered into;

b) by virtue of clauses valid under the contract, unless they constitute a manifest abuse of rights of the employer;

c) Mutual agreement, in the presence of the employer's right.

2. The termination of the contract for reasons described in the preceding paragraph is regulated in Section III.

Article 214.

(Termination of the contract by unilateral decision)

The termination of the contract by the employer's decision is regulated in Section IV, with regard to individual dismissal and Section V, in relation to collective redundancies.

2. The termination of contract for worker's initiative is regulated in Section VI.

Article 215.

(Termination of contract for exoneration)

The exoneration of the worker designated is regulated in Section VII.

Article 216.

(Damages or reward)

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The damages or compensation payable to the employee in cases where termination of the contract resulting in a right to be indemnified or compensated by the extinction of the legal and labor are set out in Section VIII.

Article 217.

(Employment certificate)

1. In terminating the employment contract, whatever the reason and form, the employer must give the employee at work certificate, indicating the dates of admission to the service and termination of contract, the nature of the function or functions performed during the the contract and professional qualifications of the worker.

2. The employment certificate can not contain any references, unless the employee has requested them, the employer agreed to mention them, since it is just an assessment of the professional qualities of the worker.

SECTION II

Expiry of Contract for Objective Reasons

Article 218.

(Expiry for worker's old-age)

1. Workers who leave the service on reaching the retirement age for old age, becomes entitled to compensation calculated on the basis of their seniority, as established in Article 262.

2. If, by agreement, even tacit, between the employer and employee continue to provide this work, the contract shall be in force for a period of six months successively renewed until such time as either party wants to terminate.

3. The expiry of the contract in the situation described in the preceding paragraph is subject to prior written notice, with at least 30 or 15 days, compared to the end of the initial or a renewal period, as is the initiative of the employer or the employee .

4. In this case and to determine the amount of compensation referred to in paragraph 1, the successive periods of maintenance worker at the service in addition to the age verified legal retirement age.

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Article 219.

(Expiry for reasons concerning the employer)

1. The expiry of the contract for reasons referred to in subparagraph d) of paragraph 1 of Article 212, gives the worker the right to damages, calculated in accordance with article 264.

2. The expiry of the contract for reasons mentioned in paragraphs c) and f) of paragraph 1 of Article 212 shall be treated for purposes of damages, adjusted to the situation in the preceding article, provided that the employer is unable to get the job.

3. Forfeiture does not occur whenever the institution or company to continue in business, in this case by applying the provisions of Articles 71 et seq.

Article 220.

(Expiry for bankruptcy or insolvency)

1. In case of a judicial declaration of bankruptcy or insolvency and while the establishment or undertaking is definitively closed, employment contracts will expire with the provisions in paragraph 1 above, as the tasks of workers no longer essential to its operation.

2. While the establishment or undertaking further work, the bankruptcy trustee is obliged to comply, with the workers to continue to provide labor, wage obligations ranging from winning initiated.

SECTION III

Termination of Contract by Agreement between the Parties

Article 221.

(Termination of the fixed-term work contract)

The termination of the employment contract term, or uncertain, it is governed by the provisions of Articles 15 to 18.

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Article 222.

(Termination of contract by mutual agreement)

1. At any time the parties may terminate the employment contract, for fixed or indefinite period, provided they do so in writing, signed by both parties under pain of nullity.

2. The written agreement must identify the two sides and contain an express declaration of termination, the date of termination shall take effect and the date of celebration, and the parties may establish other purposes not contrary to law.

3. Agreement is made in duplicate, and each one of the parties with a copy.

4. If the agreement is established for some compensation to the worker, must be held if the date or dates of payment, it being understood that does not include claims that the date of termination there are favor of the workers or those who are due in this consequence of termination, unless otherwise expressly noted the agreement fixing compensation.

SECTION IV

Individual Dismissal for Justified Reason

SUBSECTION I

General Principles

Article 223.

(Concept)

Dismissal occurs the rupture of the individual contract of indefinite duration or for a specified time before its expiry, after completion of the probationary period, if it appears to the employer's unilateral decision.

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Article 224.

(Method of justified reason)

1. Dismissal can only be properly decided on the basis of just cause as such, considering the practice of serious disciplinary offense by the employee or the occurrence of objectively verifiable, since in either case it becomes impossible to maintain the legal and labor.

2. The individual dismissal for cause, serious disciplinary offense by the employee, subject to the provisions of Subsection II.

3. Dismissal for cause for reasons objectively verifiable is governed by the provisions of Subsection III.

SUBSECTION II

Disciplinary Dismissal

Article 225.

(Just Cause)

They are, in particular, just cause for disciplinary dismissal, the following serious breaches of discipline the worker:

a) Unjustified absences from work, provided that exceed three days per month, or twelve per year, regardless of their number, provided that the cause of damage or serious risk to the company, known to the worker.

b) Breach of working hours, lack of punctuality, not authorized by the employer, more than five times a month, that the period of absence exceeds 15 minutes at a time, counted from the beginning of normal working hours.

c) Disobedience serious or repeated, the lawful orders and instructions of superiors and those responsible for the organization and operation of the business or work center.

d) Repeated lack of compliance with the obligations inherent to the position or functions that are assigned.

e) physical or verbal abuse to the company's workers, employers and their representatives and superiors.

f) serious indiscipline, disturbing the organization and functioning of the work center.

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g) Theft, robbery, embezzlement, fraud and other frauds committed in the company or during the work.

h) Breach of professional secrecy or production secrets and other cases of disloyalty, which result in serious damage to the company.

i) damage caused intentionally or through gross negligence, premises, equipment, and instruments of labor or production, and are due to reduction or interruption of the production process or serious injury to the company.

j) Continued reduction of income and voluntary work, with reference to the goals and the usual level of income.

k) active or passive bribery and corruption related to work or the goods and interests d company.

l) habitual drunkenness or drug addiction that have negative impacts on the job.

m) Lack of compliance with the rules and safety instructions at work, and poor hygiene, or when they are repeated in the latter case, give rise to justified complaints from colleagues.

Artigo 226º

(Disciplinary procedure for the dismissal)

The disciplinary procedure for application of the disciplinary measure of dismissal is subject to the provisions of Articles 50 and following, complete with the following provisions:

a) In the interview referred to in paragraph 1 of Article 51 can the worker indicate up to five witnesses, whose hearing the employer shall, may be present, if desired, the companion of the worker referred to in subparagraph c) of paragraph 2 of Article 50.

b) The deadline for application of disciplinary measures set out in paragraph 1 of Article 52, counted from the date of the hearing's last witness, if they have been given by the worker.

Article 227.

(Special protection against dismissal)

1. Are object of social protection against dismissal:

a) workers who are or have served as a union leader, union delegate or member body representing the employees.

b) Women fall under the maternity protection.

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c) The ex-combatants in the definition given by a) of Article 2 of Decree No. 28/92 of 26 June.

d) Minors.

e) Workers at reduced capacity with grades less than 20%.

2. Workers referred to in subparagraph a) of the preceding paragraph, the employer decides to initiate disciplinary proceedings for dismissal applies in particular to the provisions of paragraph 3 of Article 52, in paragraph 2 of Article 55, the point c) of paragraph 1 and paragraph 2 of Article 59 and in Article 126 (2)(3).

3. If the disciplinary proceedings are instituted with a former fighter and this quality is known to the employer or has been communicated with documents until the time of the interview referred to in Article 51, the disciplinary procedure is suspended after taking the decision referred to paragraph 1 of Article 52 if the order of dismissal, followed by the following terms:

a) Copy of invitation to interview the employee notice of her dismissal and the employer wants to send to the employee pursuant to paragraph 3 of Article 51 shall be sent immediately to the General Labor Inspectorate, under registry or protocol.

b) If the General Labor Inspectorate, within 10 days from the submission of documents, nothing to communicate to the employer or does not oppose dismissal, he may uphold the decision to deliver or mail the employee communications referred to the said paragraph 3 of Article 52.

c) If the General Labor Inspectorate based opposes dismissal, the employer, if they do not accept the decision, you can complain to the Minister responsible for Labor, which ultimately should resolve within 30 days, it being understood that does not oppose if nothing is communicated to the employer during that period.

4. If the worker is affected in its ability to work in accordance with subparagraph e) of paragraph 1 of this Article, apply the terms of the preceding paragraph.

5. The rules of paragraph 3 of this Article shall apply in the case of dismissal be to any of the categories of workers referred to in subparagraphs b) and d) of paragraph 1 of this article.

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Article 228.

(Nullity of dismissal)

1. The dismissal is null whenever the employee is not sent or delivered the convocation to the interview, referred to in paragraph 2 of Article 50. Thereof, where such conduct is not the fault of the employer or where the employee does not communication is made for dismissal pursuant to paragraph 2 of Article 52.

2. It is also void the dismissal on grounds that have:

a) political views, ideological or religious worker.

b) The union membership or non membership in a particular syndicate.

c) any other reason in accordance with paragraph 1 of Article 3. and paragraph b) of paragraph 2 of Article 20 is the basis of discrimination.

3. When the dismissal is null, the employer is obliged to reintegration and pay him the wages and supplements that has ceased to receive up to reintegration.

4. Notwithstanding the preceding paragraph, the employer may, in the case of paragraph 1 of this Article, and prior to reinstatement, the disciplinary procedure repeated up to five working days after the declaration of nullity of the dismissal.

5. In the case mentioned in the preceding paragraph, the employer must pay wages and supplements that the worker has not received until the date of communication of the new decision to dismiss, if maintained.

6. Nullity of dismissal is declared by Court, as provided in Articles 306. and 246.

Article 229.

(Unfounded dismissal)

1. If the court rejected the dismissal, on the final ruling, the employer must make the immediate reinstatement of the worker on the job, with the condition it enjoyed before, or alternatively indemnify it under the terms set out in Article 265.

2. If the employee does not wish to be reinstated, always has the right to damages referred to in the preceding paragraph.

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3. In addition to reinstatement or damages provided for in paragraph 1 of this article, are always due to the employee base wages he would have received if he were to give the work to date that has obtained a new job or until the date of the res judicata sentence if the new job before but always with a maximum of nine months' salary.

SUBSECTION III

Individual Dismissal for Objective Causes

Article 230.

(Fundamentos)

Place for economic, technological or structural reorganization involving duly proved or internal conversion, reduction or termination of activity and this will result in the need to terminate or significantly change jobs, the employer may promote the dismissal of workers who occupy these posts.

Article 231.

(Procedure for individual dismissal)

1. The employer that seeks dismissal on the grounds specified in the preceding article, provided that the number of workers to lay off less than five, shall send to workers' representative body written notice specifying in detail:

a) The reasons economic, technological or impose structural organization, reduction or termination and the description thereof.

b) The jobs affected, indicating the number of workers they represent and their professional qualifications.

c) The ability or inability to transfer these workers, in whole or in part, to other existing jobs or create, by virtue of the reorganization and is required for which the same or similar professional qualification and who are entitled to equal pay or higher.

2. Communication is not accompanied by the staff of the work center broken down by sectors or services.

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3. The workers' representative body has seven working days to issue its reasoned opinion in writing, analyzing the reasons and measures planned, and can suggest concrete solutions for replacement of the affected workers or reducing the number of jobs to be abolished or transform.

4. Before issuing the opinion, but without resulting extension of the deadline, the representative body may request a clarification meeting with the employer, should be performed within two business days.

5. In the absence of delivery of written advice to the employer, the period referred to in paragraph 3, it is understood that the representative body accepts the reasons described.

6. As a negative opinion, the employer, with intent to proceed with termination or change of job, submit authorization request to the provincial services of the Ministry of Labor protection, competent in the area of industrial relations, attaching to the request for copies of the communication addressed to the workers' representative body, the written opinion, and of the staff.

7. The provincial representative of the Ministry of Labor protection has 10 days to decide, it being understood, in the case of lack of communication based on the employer within this period, he was not opposed as desired.

8. If the provincial representative objects, the employer can complain to the competent national director of industrial relations in the area of work, to make its award within 15 days of submission of the request, it being understood that attended, if that term is nothing is transmitted to the employer.

9. The provisions in paragraphs 6 to 8 of this Article shall apply, *mutatis mutandis*, if the company or work center is not fully constituted body representing the employees, the employer should mention that fact in the request for authorization.

Article 232.

(Prior notice)

1. There being no opposition to the termination or change of jobs, as defined at paragraph 3, 5, 7 or 8 of the preceding article, the employee sends the worker or workers who hold jobs to terminate or notice of change dismissal, at least 60 or 30 days, as workers are staff and senior and middle technicians or professionals from other groups.

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2. The prior notice shall state the date on which the contract of employment ceases and be accompanied by a copy of the notification referred to in paragraph 1 of the preceding article.

Article 233.

(Criterion for keeping the employment)

1. In the determination of workers to dismiss the case does not involve the establishment or termination of service, the employer must meet the following criteria preference in job retention:

a) The most qualified.

b) In case of equal qualification, the ones with more seniority.

2. For the purposes of subparagraph b) above, the seniority of the worker is increased by one year by the spouse or person that has been proven, living with him in union and one year for each child under 14 years.

3. The dismissal of former combatants and workers with reduced work capacity, common degree of disability equal to or greater than 20%, subject to authorization by the General Labor Inspectorate, the terms set out in paragraph 3 of Article 227.

4. In any case, the employer can not promote the dismissal of workers with the employment contract of indefinite duration as long as the jobs of the same or similar functional requirements occupied by workers hired for a specified time.

Article 234.

(Attitudes of the worker towards the prior notice)

1. For two weeks after receiving the notice, the employee may:

a) Reject the form of application of the criteria in the previous article, stating that the employee or employees should proceed in the termination of the contract.

b) Indicate whether there are other jobs for which it considers may be transferred, even lower wage, declaring, in this case, the acceptance of their salary.

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2. If the employee has used the power vested in the preceding paragraph, the employer must consider the position taken, and, within five working days, respond by accepting the reasons and proposed keeping the worker or the intention to dismiss.

3. If the employer has the intention of dismissal, the employment contract ends on the date in the notice, the employer may set an earlier date, by paying the salary of the notice period missing.

Article 235.

(Employee's rights)

1. During the notice period, the employee is entitled to five working days of paid release to look for work, can use this exemption so divided or once upon notice to the employer until the day before the start of each absence.

2. The dismissed employee under this section has preference in readmission to the company for jobs that will become vacant and that is qualified, over the next 12 months.

3. For the purposes of the preceding paragraph, the company must comply with paragraph 2 of Article 210. Thereof, in combination with paragraph 3 of that article.

Article 236.

(Compensation)

The dismissed employee under this subsection is entitled to compensation calculated in accordance with paragraph 1 of Article 261.

Article 237.

(Judicial review of dismissal)

1. The employee may request a judicial review of the dismissal of any of the following grounds:

a) Lack of authorization for the reduction or change in job.

b) Refusal to transfer to another job that has that exists under subparagraph b) of paragraph 1 of Article 234.

c) Violation of preference criteria in maintaining employment.

d) Lack of approval required in paragraph 3 of Article 233, if the holder of any of the protected.

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2. If the dismissal is declared legally unfounded, is entitled to be reinstated in the job immediately after the transit in judged of sentence.

3. If the employee does not wish to be reinstated or if the employer does not want or can not do it by closure of the establishment, he has the right to damages calculated in accordance with Article 263 thereof, regardless of compensation payable pursuant to Article 236.

4. Both in the case to be reinstated as if to apply the provisions of the preceding paragraph, the employee is due base salaries from the date of the dismissal, with the limits set out in paragraph 3 of Article 229.

5. The damages calculated in accordance with Article 263. Shall be replaced by damages calculated in accordance with Article 265. Where the dismissal shall be dismissed on the grounds of a) or d) of paragraph 1 of this article.

SECTION V

Collective Dismissal

Article 238.

(Application of the collective dismissal lawsuit)

Where, on the grounds indicated in Article 230, the termination or change of employment affecting the employment of five or more workers, even if the extinction relations labor law is made at successive times, within three months, apply up procedure for collective redundancies, regulated in this section.

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Article 239.

(Procedure for collective dismissal)

1. An employer who wishes to conduct a collective redundancies must notify the intention to workers' representative body and the provincial offices of the Ministry of Labor with supervisory responsibility for the area of collective labor relations.

2. The notification shall include:

a) A description of the reasons economic, technological or structural underlying dismissal.

b) The reorganization, reduction activities or waxing service with the employer intends to adjust the operation of the undertaking or business situation.

c) The number of workers made redundant, with details of their qualifications and sectors to which they belong.

d) the criteria used in selecting employees to lay off.

e) Other information considered useful to assess the situation and the need and size of the dismissal.

3. In this communication the employer must include a copy of the establishment plan with employees listed by name and job classification, distributed by sectors of the organic establishment.

4. If the constitution of workers' representative body, the date of dispatch of the communication services of the provincial Ministry of Labor of protection, the employer must post written notice to all employees in the establishment or sectors to be covered by the reorganization, reduction or closure, giving them notice of the intention to promote the dismissal and informing them that they can, within one week, to elect a committee of three or five workers, according to the intention of redundancy cover up to 25 or more workers to be your representative in the subsequent acts of the lawsuit.

5. If, within five working days, the employer receives notice of incorporation of the workers' committee, with identification of its components, the commission shall send the copy of the communication sent to provincial offices, in accordance with paragraph 1 of this article.

Article 240.

(Consultations)

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During the period of two weeks after dispatch of the documentation referred to in paragraph 1 of Article 5 or above, the employer must promote the achievement of at least three meetings with the representative body or to a committee elected to exchange information and clarification and to seek solutions that prevent or reduce the size of the dismissal.

1. If agreement is reached, the final act should be drawn up and signed by the employer or his representative and representatives of workers, setting out the terms of the agreement.

2. If no agreement is reached, it should also be drawn up indicating minutes, briefly, the reasons of lack of agreement and the solutions proposed by representatives of workers.

3. In one case and another, a copy of the minutes, or an express indication of the reasons why it was possible to mine even if those reasons are not set up a committee of representatives referred to in paragraph 4 of the preceding article, is sent by the employer to provincial services referred to in paragraph 1 of this article.

Article 241.

(Intervention of provincial services)

1. Not being able to reach agreement, the provincial offices of the authority of the Ministry of Labor should convene, within 10 days following a meeting with the employer and employee representatives, the representative body exists or the committee have been elected and seek reach the agreement of the parties as to the maintenance or not, the intention of dismissal and the size of this.

2. The provincial representative must notify the employer representative body or committee of employees in a reasoned manner, whether or not opposed to the redundancy, I understand in case of failure to notify grounds, that is not opposed.

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Article 242.

(Complaint)

1. If the provincial representative objects, the employer can complain to the director with jurisdiction in the area of collective labor relations, or the supervision of the Ministry of Labor, as the intention of firing covers up to 25 or more workers.

2. The decision on the complaint must be taken within 15 days and may be to prohibit or authorize the dismissal, in whole or in part. 3. In the absence of communication of the decision to the employer within the period specified in the preceding paragraph, it is understood there was no opposition to the dismissal.

Article 243.

(Criterion for dismissal)

In determining to lay off workers, the employer must comply with Article 233.

Article 244.

(Prior notice and map of employees)

1. In the case of the agreement have been obtained to carry out the redundancies in accordance with paragraph 2 of article 240. Or paragraph 1 of Article 241. Or shall not have been opposed in Article 241(2) or Article 242(2)(3) thereof, if the employer has the decision to dismiss, each worker must send a notice to dismiss with express indication of the date of termination of their employment contract and that there was agreement of the representative body or elected committee, or the relevant departments.

2. The notice period counted from the date of its delivery to the worker and can not be less than:

a) 60 days, in the case of staff and senior and middle technicians or workers protected by paragraph 1 of Article 227.

b) 30 days for other workers.

3. Except in cases of complete closure of the establishment or service to the application of criteria defined in Article 233. Shall lead to the inclusion in the group made redundant, former fighters or workers with reduced work capacity, with grade greater than or equal 20% the

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employer should not fire without prior authorization of the General Labor Inspectorate, the terms set out in paragraph 3 of Article 227.

4. The notice sent to employees referred to in paragraph 2 of this article has no effect if the employer is notified of the opposition of the Labor Inspectorate to their dismissal or if the opposition is maintained in accordance with subparagraph c) of paragraph 3 of Article 227.

5. The lack of notice, in whole or in part, gives the worker the right to wages for the period missing.

6. On the date of the dispatch of notice, the employer shall send to the employment center of the respective area, with copy to the provincial Ministry of Labor umbrella, a map to identify all workers warned of dismissal, stating for each a:

a) Full name.

b) Address.

c) Date of birth.

d) Date of joining the company.

e) The date when the contract ceases.

f) Social Security identification number

g) Profession.

h) Job classification.

i) Last basic salary.

Article 245.

(Worker's rights)

Workers under the notice the provisions of Article 235.

Article 246.

(Compensation)

The dismissed employee in the lawsuit of collective redundancy is entitled to compensation calculated in accordance with paragraph 1 of Article 261.

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Article 247.

(Lawfulness of dismissal)

The dismissal of the worker is illegal in the following situations:

a) When the reasons invoked to justify the redundancy, in accordance with Article 238. º, are shown to be nonexistent.

b) has not been proceeded accordingly.

c) there is violation of the preference criteria in maintaining employment.

d) cover workers protected in accordance with paragraph 1 of Article 227. º and there has been no authorization from the General Labor Inspectorate.

Article 248.

(Declaration and effects of illegality)

1. If the dismissal is declared unlawful by a final sentence, the employer must reinstate the worker and pay him the wages he would have received since the date of dismissal until the date of sentence.

2. If the plea of illegality is the ultimate in b) of the preceding Article, the wages referred to in the preceding paragraph are subject to the limits set out in paragraph 3 of Article 229.

3. If reinstatement is not possible or if the employee does not want to be reinstated, has that right, in its place, the damages to be established pursuant to Article 263, which adds to the compensation payable under article 246.

4. The damages calculated in accordance with Article 263 is replaced by damages calculated in accordance with Article 265 where the dismissal is rejected on the grounds of a) or c) of the preceding.

Article 249.

(Jurisdiction of the Court)

1. Incumbent upon the court decreed the illegality of collective redundancies and fix their effects.

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2. The enactment of objections on the grounds referred to in subparagraphs a) and b) of Article 247 shall only be made in proceedings initiated by the majority of redundant workers, and for that purpose and to bring 15 and enjoys all workers covered by the same lawsuit collective redundancies, constituting *res judicata* for all.

SECTION VI

Termination of Contract by Worker's Initiative

Article 250.

(Forms of termination)

1. The worker can terminate the contract with or without fair ground.

2. Termination for cause may have grounds to the employer or respecting strangers to this.

Article 251.

(Rescission with just cause regarding the employer)

1. The termination of the contract by the employee, is made with just cause on the employer, when it violates culpably and seriously, worker's rights established in law, collective agreement or employment contract.

2. They are particularly good cause for termination:

a) The lack of culpable timely payment of wages, as required.

b) The application of any disciplinary action in an abusive manner, in accordance with Article 59.

c) Failure to comply with, repeated or severe hygiene standards and safety at work.

d) outrages upon personal integrity, honor and dignity of workers or their immediate families, practiced by both the employer and their representatives.

e) The serious and culpable violation of legal or contractual rights of the worker.

f) The serious injury to property interests of the worker.

g) the willful misconduct of the employer or their representatives, to bring the employee to terminate the contract.

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3. The termination by the employee for the reasons referred to above it is considered indirect dismissal.

4. The indirect dismissal is only lawful if done in writing, with sufficient indication of the facts which it is based and can only be made within 15 days of knowledge of these facts.

5. The indirect dismissal gives the worker the employer's right to receive damages determined in accordance with Article 265.

Article 252.

(Rescission with just cause unknown to the employer)

1. The employee may terminate the contract for cause outside the employer on the following grounds:

a) Need to meet legal obligations immediately incompatible with the maintenance of the legal and labor.

b) Change in substantial and lasting working conditions, if decided by the employer in the legitimate exercise of duties as recognized in Article 43.

2. The decision of extinction of the legal and labor is not communicated in writing to the employer, stating the reasons therefor shall take effect immediately, without any form of responsibility to share in the other.

Article 253.

(Rescission of contract without just cause)

1. There being no just cause for termination by the employee, this may extinguish the juridical-labor, by written notice to the employer in advance of 15 days or 30 days, depending on seniority is less than three years or less than this limit.

2. The minimum limits are raised to 30 or 60 days under the same conditions of seniority in the case of senior staff or technical school.

3. The lack of all or part of the notice the employee is obligated to indemnify the employer with the salary for the period of notice missing.

4. If the employer refuses to accept the performance of work during the notice period shall be required to pay the employee's salary for the period of notice that this can not keep.

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5. The damages scheme for lack of notice specified in paragraph 3 shall apply where the employee will dismiss, citing just cause on the grounds referred to in paragraph 2 of Article 251 or paragraph 1 of Article 252 and these are demonstrated false.

Article 254.

(Work exit)

1. There is job abandonment when the employee is absent from work center with the stated intention or presumed not to return.

2. Presumably the intention of not returning to work when the worker:

a) Immediately before or after starting the absence has publicly declared to fellow workers or the intention not to continue the employer's business.

b) sign a new contract of employment with another employer, assuming this celebration go to work when work center does not belong to the employer.

c) If remains absent for a period of two consecutive weeks without informing the employer of the reason for absence.

3. The employer, place any of the situations described in the preceding paragraph shall make a report to the employee, to the last known address this, to declare him the situation of abandonment of work on the three days following non-documentary evidence of absence and the reasons inability to have satisfied the obligation of information and lack justification d established in Article 151.

4. The abandonment of work counts as termination without cause and without notice, and is the employee obligated to pay the employer damages set out in paragraph 3 of Article 253 thereof, without prejudice to the provisions of Article 49, if applicable.

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SECTION VII

Exoneration of the Worker Appointed

Article 255.

(Service Fee)

The exercise of management functions of a facility or service or other forms of superior responsibility for the activities of a structural unit of a company as well as the functions of the secretariat staff members of the board or management and still other functions requiring a special relationship of trust, can be attributed, on commission, the workers in the framework of the company or the foreign workers and is subject to the provisions of the following articles.

Article 256.

(Written Agreement)

The appointment is on secondment preceded by written agreement with the employee named, containing at least the following:

a) Identification of the parties.

b) Position or function to be performed by appointed, on secondment

c) Classification and professional job that the appointee holds the picture of the company, the date of appointment, if applicable.

d) Roles and job classification that will hold, once the commission, in the case of foreign workers and the agreement involves its integration in the frame.

e) Duration of the service committee and the possibility of renewal, if the appointment is for a specified time.

Article 257.

(Termination of service fee)

1. At any time, any party may terminate the commission, unless the agreement referred to in the preceding article include its duration in accordance with subparagraph e) of that Article.

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2. The resignation or termination of the initiative the company is subject to prior notice to the employee, with a duration of 30 or 60 days, as the exercise of functions or position has lasted up to two or more than two years.

3. The lack, in whole or in part, the notice gives the worker the right to be compensated by the salary corresponding to the missed period.

Article 258.

(Worker's rights)

1. With the exemption, the term of the secondment or termination by the employee named, is entitled to:

a) Back to job functions and that held at the time of appointment or that have since been promoted, if assigned to the framework of the company.

b) Integrating the functions and job classification that have been agreed in accordance with subparagraph d) of Article 256, if not belonging to the framework of the company, this integration has been provided.
c) Compensation that eventually was allowed in the agreement, if there is no way to integrate that in the previous paragraph.

2. If the employee owned company and part of the service commission terminated by dismissal, has the right to terminate the employment contract within 30 days following the dismissal, leaving the right of their damages calculated in accordance with Article 265.

3. The rights referred to in paragraph a) of paragraph 1 and paragraph 2 of this Article shall not be payable if the termination of the service is a result of disciplinary dismissal with just cause that is not rejected.

Article 259.

(Counting of service length)

The time of performance of duties or functions on commission to account for all purposes as if it had been in the job classification provided the employee has within the company or it is due to the terms of paragraph a) of paragraph . 1 of the preceding article.

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Article 260.

(Exclusion)

In the case of workers not belonging to the framework of a public company or the Government has legally the right to appoint and dismiss managers, the performance of their duties by appointment of the Government is excluded from the scheme of this section, in accordance with subparagraph g) of Article 2.

SECTION VIII

Damages and Compensation

Article 261.

(Compensation on termination of employment for reasons relating to employer)

1. The amount of compensation due the employee in the event of termination of employment for reasons related to the employer is basic salary corresponding to the practiced to the termination date, multiplied by the number of years of seniority, with a limit of five, the amount so obtained 50% plus of the same base salary multiplied by the number of years of service in excess of that limit.

2. The right to compensation so calculated is recognized:

a) In Article 236, for the case of individual dismissal with just cause lens.

b) In Article 246, in case of dismissal of the worker collective redundancies.

c) In b) of paragraph 4 of Article 207 in case of forfeiture after the suspension of the contract for objective reasons.

Article 262.

(Compensation for retirement)

1. The compensation payable in cases of termination of employment by retirement of the employee referred to in paragraph 1 of Article 218, determined by multiplying 25% of basic salary charged on the date the worker reaches retirement age by the number of years seniority on the same date.

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2. The compensation calculated in accordance with the preceding paragraph also applies in the event of termination after the suspension of the contract under the conditions regulated in paragraph 2 of Article 207.

Article 263.

(Damages for not reintegrating)

1. The damages for not reinstating the dismissed employee or does not wish to be reinstated, provided that, to justify the dismissal, has been invoked just because objectively, is the one corresponding to 50% of basic salary charged to the date of termination multiplied by the number of years of seniority of the worker.

2. The right to such damages is provided:

a) In paragraph 3 of Article 237, in case the right to integration have been declared by refusing the invocation of individual dismissal with just cause lens, with the exceptions set out in paragraph 4 of that Article.

b) In paragraph 3 of Article 248, in the case of the right to reintegration have been recognized by the unlawfulness of redundancy, with the exceptions set out in paragraph 4 of that Article.

Article 264.

(Damages in case of bankruptcy, insolvency or dissolution of collective employer)

The damages recognized in paragraph 1 of Article 219. Thereof, payable in the event of termination of the contract, for the bankruptcy or insolvency of their employer and extinction of legal personality on behalf of the employer group is determined by multiplying 50% of the basic salary the employee to the expiry date by the number of years of seniority on the same date.

Article 265.

(Individual redundancy payment)

1. The damages due to the worker in case of judicial decree of dismissal of the individual dismissal by invoking disciplinary cause, there is no reintegration for dismissal and indirect recognized respectively in paragraph 1 of Article 229. º and paragraph 5 of Article 251. shall be

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determined by multiplying the value of base salary at the time of dismissal by the number of years of seniority of the worker on the same date.

2. The damages calculated in accordance with the preceding paragraph is always the minimum value corresponding to the basic salary of three months.

3. The damages calculated in accordance with the preceding is still due in the situations referred to in paragraph 3 of Article 20, paragraph 5 of Article 237 , paragraph 4 of Article 248 and th paragraph 2 of Article 258.

Article 266.

(Damages to the worker with special protection)

In the case of dismissal of workers benefited from special protection under c) and d) of paragraph 1 of Article 227. Shall not have been preceded by authorization of the General Labor Inspectorate, where it is required, the damages calculated, as the case in terms of Article 263 or Article 265, is increased by 50% the amount.

Article 267.

(Determination of seniority)

In determining the seniority of the worker for the purposes of the foregoing Articles of this section, the fractions of a year equal to or greater than three months count as a year old.

CHAPTER XI

Conditions Applicable to Specific Groups of Workers

SECTION I

Woman Labor

SUBSECTION I

(Specific Conditions Applicable to Women)

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Article 268.

(Equal treatment and non-discrimination in Employment)

1. A woman worker is guaranteed by reference to man, equal treatment and non-discrimination at work.

2. It is therefore guaranteed to workers:

a) Access to any employment, profession or job.

b) Equality of opportunity and treatment in access to training and professional development.

c) The right to have common for both sexes the categories and criteria for the classification and promotion, the application of paragraph 3 of Article 164.

d) The right to equal pay for equal work or work of equal value.

e) The right to absence of any discrimination, direct or indirect, based on sex.

3. For purposes of paragraph d) above, the following apply:

a) work the same, the work performed to the same employer, when it is objectively the same or similar nature of his office and the tasks performed.

b) Work of equal value work for the same employer when the tasks performed, although of a different nature, they are equivalent by applying objective criteria for evaluating functions.

Article 269.

Prohibited and conditioned jobs

1. It prohibited the occupation of women in unhealthy and dangerous work, as well as all those who are considered risk measures with actual or potential par gene function.

2. In particular, it is forbidden for women to work underground and mines.

3. The prohibition in paragraph 1 of this Article may be replaced by conditioning the occupation of women in the same work at the sites or work stations are equipped with appropriate equipment and effective elimination of the risks that actually or potentially involved.

4. The list of prohibited occupations for women as well as the constraints that the subject is the work of women in these occupations is established by executive order of protection from the Ministers of Labor and Health.

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5. The list referred to in the preceding paragraph shall be revised periodically based on scientific and technical knowledge.

Article 270.

(Part-time work)

Unless serious drawbacks, for, workers with family responsibilities and home made, the employer must facilitate part-time work at any of the procedures laid down in paragraph 1 of Article 119 of the proportional reduction in pay.

Article 271.

(Duration and organization of the work)

1. Notwithstanding the provisions of this law, as regards the duration and organization of working time, women are guaranteed the following rights:

a) rest interval between the end of a day's work and the beginning of the next day's work, set out in paragraph 6 of Article 97. shall be increased to 12 hours.

b) The non-performance of night work in industrial establishment without authorization from the General Inspectorate of Labor.

2. The authorization required in b) above may be granted only when:

a) In case of force majeure which causes abnormal changes in the functioning of the work center.

b) When the raw materials under development are prone to rapid change, the risk of inevitable loss if the work does not continue.

c) If the work is organized in the system of rotating shifts, with workers given its consent to the inclusion in shifts.

3. The application for the provision of night work by women should be decided, against the pleas, within three working days, otherwise it is considered granted.

4. The prohibition of night work for women in industrial establishments shall not apply:

a) the workers who act as managerial or technical nature involving responsibility.

b) the workers who take care of hygiene services and welfare, since they do not normally carry out manual work.

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5. Workers referred to in the preceding article, who have in charge children under 10 years, the provisions in paragraph 4 of Article 104.

SUBSECTION II

Maternity Protection

Article 272.

(Special rights)

1. During the period of pregnancy and after delivery, the working woman has the following rights:

a) Do not play with no loss of salary, work incompatible with their status or require awkward positions or harmful, the employer must assure you worked suitable to their condition.

b) Do not pay overtime or be transferred from the work center, unless located in the same geographical area and to allow the change of work referred to in the preceding paragraph.

c) he can not the General Inspectorate of Labor to authorize the performance of night work, in the cases referred to in paragraph 2 of Article 271 and fail to pay, if the had been providing.

d) not be fired unless a disciplinary offense to make immediate and virtually impossible to maintain the legal and labor.

e) Stop work for daily feeding of the phylum, in two half hour periods, without reduction of wages, where the child stays, during working hours, the premises of the work center or nursery employer.

f) Benefit of maternity regulated in the following articles.

2. To enjoy the rights provided in the preceding paragraph, the employee must prove her pregnancy to the employer, the entire advance as possible, upon presentation of a document issued by the health services, unless their status is clear.

3. The prohibitions contained in paragraphs a) b) c) of paragraph 1 of this Article shall apply until three months after delivery, some of which may be extended if a medical document is justified by the need for such an extension.

4. The prohibition of dismissal unless a serious disciplinary offense, established in paragraph d) of paragraph 1 of this article, remains until one year after delivery.

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5. The Labor Inspectorate has the right to determine whether the disciplinary infraction committed by the worker immediately and makes it virtually impossible to maintain the legal and labor, and to this end, apply the provisions of paragraph 3 of Article 227.

6. The interruption of daily work, to breastfeeding, which refers to paragraph e) of paragraph 1 of this article, take place in the opportunities chosen by the worker, whenever possible with the agreement of the employer and are replaced in the case of the child not to follow in the center of work, extending the interval for rest and meal in one hour or if you prefer working by reduction of the normal daily work at the beginning or end, in any case without reduction of salary.

Article 273.

(Maternity leave)

1. The employee is entitled, at the time of delivery, maternity leave of three months.

2. The maternity leave begins four weeks before the expected date of birth, and the remainder be taken after this.

3. From the license to leave after the delivery is extended from four weeks in the case of multiple births occurred.

4. If the birth is found at a later date provided in the start of the leave is increased by this time to last for nine full weeks after delivery.

5. During the first weeks after birth, the employer a worker can not receive the service, even if she does not want to enjoy the full maternity leave.

6. During the leave, the employer shall forward the employee maternity allowance due for Social Security by supplementing it if necessary, until the net value of the remuneration which he receives, if he were in active service and made getting the right to be reimbursed the value the subsidy.

7. Maternity leave is considered as actual hours worked for all purposes, except that the remuneration is the responsibility of Social Security.

Article 274.

(Maternity leave in abnormal situations)

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1. In case of miscarriage or stillborn birth of the license to enjoy after the date of occurrence is six weeks, the employee can not waive their joy, and with the provisions in paragraphs 6 and 7 of the preceding article.

2. If the child dies before the expiry of maternity leave, cease your enjoyment, taking place six weeks after delivery and returns service working one week after the death.

Article 275.

(Additional maternity leave)

1. After maternity leave, referred to in Article 273 thereof, the employee may continue on leave of absence for a maximum period of four weeks, to monitor the child.

2. The additional period is unpaid and may be taken only upon prior written notice to the employer, indicating the duration and since the company does not have kindergarten or nursery.

Article 276.

(Absences during pregnancy and after childbirth)

1. During the period of pregnancy and up to 15 months after delivery, the employee is entitled to miss a day for months without loss of pay for medical monitoring of their condition and care for the child.

2. This period can not be combined, in the period after childbirth, with the provision of part-time work, which referred to Article 270.

Article 277.

(Rescission of contract by the worker)

The woman, during pregnancy and up to 15 months after delivery, may terminate the contract without liability for damages by one week's notice to the employer.

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Article 278.

(Protection against dismissal on objective grounds)

During pregnancy and up to 12 months after delivery, the worker enjoys the special protection against individual dismissal on objective grounds and against collective redundancies that paragraph 3 of Article 233 and paragraph 3 of Article 244 to establish former combatants and for workers with reduced work capacity.

Article 279.

(Vacation bonus)

The annual leave of employees with children in charge is increased from one day leave for each child aged 14 years.

Article 280.

(Supporting structure for children)

1. The state should progressively implement a national network of child care facilities such as kindergartens, nurseries and kindergartens, properly sized and located, endowed with human and technical resources as well as the appropriate conditions to promote the development of the child.

2. Companies whose size warrants should collaborate with the State in creating these structures, in particular through the transfer of appropriate facilities and provide state of human and technical resources appropriate.

3. Companies that collaborate in the creation of these structures is priority in the reception of children of workers at your service.

SECTION II

Child Labor

Article 281.

(General Principles)

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1. The employer must ensure minors at your service, even under learning, working conditions appropriate to their age, avoiding any risk to their safety, health and education and any damage to their full development.

2. The employer shall take measures for the vocational training of minors to their service, to request the cooperation of the competent official entities where no structures available and appropriate means to that end.

3. The State shall ensure the establishment and operation of vocational training structures suitable for integration in employment of minors.

Article 282.

(Conclusion of employment contract)

1. The contract of employment with minors who have attained the minimum age for employment is valid only with express permission of the parent, guardian, legal representative, person or institution that has the least to his office or in his absence, the Inspectorate General of Work.

2. For children who have already completed 16 years of age, the authorization may be implied.

3. Authorization to award the contract work always involves authorization to exercise the rights and fulfill the duties of the legal and labor, to receive their salary and to terminate the contract.

4. The contract of work with minors must be in writing and should make the slightest proof that completed 14 years of age.

5. The minor's legal representative, as referred to in paragraph 1 of this Article may at any time and in writing, to oppose the maintenance of employment, making their opposition effect two weeks after delivery to the employer or immediately if the grounds for opposition is the need of the child attending the school official or vocational training program.

6. The power of opposition of the legal representative ceases if the child has acquired the status of maturity, by marriage or other legal means.

Article 283.

(Jobs allowed)

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Minors may only be admitted for the provision of light work not involving great physical effort not likely to harm their health and their physical and mental conditions that allow them to learning and training.

Article 284.

(Forbidden or conditioned jobs)

1. It is prohibited to minors to affect work which by its nature and potential risks, or the circumstances in which they are provided, are harmful to their physical, mental and moral.

2. It is forbidden to work in smaller theaters, cinemas, nightclubs, cabarets, dancing and similar establishments, as well as the activities of the salesperson or advertisement of pharmaceutical products.

3. The work on the exercise of which is prohibited to minors conditioning, as well as the conditions under which minors who have completed 16 years of age, can have access to such works, for the purpose of vocational training are established by executive order of protection from the Ministers Labor and Health.

Article 285.

(Medical examinations to minors)

1. Minors must be subject, prior to admission, a medical examination designed to show the physical and mental ability to perform their functions.

2. The medical examination should be repeated annually until 18 years of age, in order to ensure that the professional activity of any harm to their health and development.

3. The General Inspectorate of Labour may decide to carry on the initiative of medical progress.

4. Where the report of the medical examination to determine the need to adopt certain working conditions or transfer to another job, the employer must give effect to such determinations.

5. The employer must maintain, in terms of confidentiality, the reports of medical examinations to children and put them on hand for the official health and the Inspectorate General of Labor.

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Article 286.

(Remuneration)

The wages of minors is determined by reference to the wages of an adult worker of the profession that is at work or the national minimum wage, if his post is not qualified and can not, except in the situations referred to in Article 36 is less than the following percentages :

a) 14 years old - 50€

b) 15 years old - 60% c) 16 and 17 years old – 80%

Article 287.

(Duration and organization of work)

1. The normal working hours of minors can not be longer than 6 hours daily and 34 weekly hours, if less than 16 years and 7 hours daily and 39 weekly hours, if they are aged between 16 and 18.

2. The provision of overtime is prohibited and may exceptionally be authorized by the General Labor Inspectorate, if the minor has completed 16 years of age and the work is justified by the imminence of serious harm, for the verification of any of the situations referred to in subparagraphs a) b) of paragraph 2 of Article 102.

3. The exceptional performance of overtime work under the conditions referred to in the preceding paragraph may in no case exceed two hours daily and 60 hours per year.

4. Minors under 16 years may not work in the period between 20 hours a day and 7 am the next day and can not be included in rotating shifts.

5. Minors aged 16 years or greater than that may only work during the period referred to above in the case of performing work in that period to be strictly necessary for their vocational training and has been obtained prior authorization from the General Labor Inspectorate.

Article 288.

(Protecção contra o despedimento)

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The dismissal of minors is subject to special arrangements for the authorization of the General Labor Inspectorate established in a) and b) of paragraph 4 of Article 227, paragraph 2 of Article 233 and paragraph 2 of Article 243 for former combatants and workers capable of reduced work.

Article 289.

(Condições especiais de trabalho)

Child labor is subject to the following special conditions:

a) The work schedule is organized so as to enable them to school attendance or official training actions in which they are enrolled.

b) The employer and responsible work center must ensure, in terms of training, the attitude of the minor to the labor, health and safety at work and work discipline.

c) To the extent that it shows the capabilities of the smallest misfit, profession or specialty which he was engaged, the employer shall facilitate, whenever possible, and after consultation with the legal representative, your job status and functions.

d) The minor may be transferred from the center of work, with the express permission of the legal representative.

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CHAPTER XII
Social and Cultural Promotion of Workers

Article 294.

(General Principles)

1. Companies should work with the government policy in promoting social and cultural and physical development of workers.

2. With this objective, beyond the obligations that they result from other provisions of this law, employers should, where possible, pursue the policy underlying the following Articles, actively cooperating with the competent official bodies and trade unions and representative bodies workers.

Article 295.

(Social facilities for workers)

Companies should, depending on their size and conditions of work organization, install and maintain suitable places to rest, living and leisure for workers, as well as to increase their level of cultural and physical development.

Article 296.

(Transportation)

Companies can supplement the public transport of passengers, so, taking into account the distances of workplaces in relation to public transport and the intensity of resource use, contribute, in terms of economy and rationality of means, for attendance and punctuality of the workers and their presentation to work on the physical and psychological readiness to enable a high level of labor productivity.

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Article 297.

(Promotion of culture and sports)

1. Businesses should support, as far as possible, workers' initiatives aimed at preservation and dissemination of national culture, including the creation of groups of theater, music and dance and cultural promotion of workers.

2. Businesses must also support and encourage initiatives aimed at workers' sports and the development of physical culture.

Article 298.

(Social fund)

1. Companies with a working volume of less than a minimum threshold to be set in its own regulation can create a social fund that should affect a percentage of the profits of exercise before tax, for the welfare of workers.

2. Public companies must fulfill what is established in this regard in their statutes or specific regulations.

3. A percentage of the worker's salary, not exceeding 0.5% may, by agreement or by agreement with the workers' representative body, to be deducted and allocated to the social fund.

4. The government, by executive order of protection from the Ministers of Finance and Labor, sets the threshold above which workers of the constitution of the social fund is recommended, the maximum percentage of the profits of the year and affect their way of management that must be joint representatives of employers and workers.

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Article 299.

(School facilities)

An employer who is authorized to be served by minors without compulsory education, when this is in no less than 20, must, in the case of school facilities closer extend more than 5 miles from the center of work, cooperating with education officers for the installation of a classroom in or near the work center.

CHAPTER XII

Guarantee of Rights Arising from the Juridical and Labor Relation

SECTION I

Prescription of Rights and Expiry of Right Action

Article 300.

(Limitation period)

1. All claims, rights and obligations of the worker or employer, arising from the conclusion and execution of the work contract, its breach or its termination, is extinguished by prescription after one year from the day following that on which the contract ceases.

2. The period of limitation set forth in the preceding paragraph applies, in particular, the claims of wages, and additional supplements, damages and compensation payable on termination of contract for the supply of benefits in kind and also for reimbursement of expenses incurred.

3. The preceding paragraphs shall not prevail over the special prescription of loans written during the execution of the contract set out in paragraph 1 of Article 187.

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Article 301.

(Forfeiture of the right to act for reintegration)

The right to seek reinstatement in the company in court in cases of individual or collective dismissal, will expire within 180 days from the day following that on which the dismissal occurred.

Article 302.

(Forfeiture of the right to action, in case of non-pecuniary rights)

The right to require performance bond or non-monetary benefits that can not be satisfied after the termination of the contract expires within one year from the moment they become due, but always within the general limitation period set out in paragraph 1 of Article 300.

Article 303.

(Suspension of deadlines)

The periods of prescription and limitation set out in Articles 300 to 302 ° shall be suspended with the request for assistance from the provincial body for conciliation or to the legal proceedings in which the credits or discharging the obligations are claimed.

Article 304.

(Waiver to Credit)

It is fair to the employee, upon termination of the legal and labor, waive, in whole or in part, the consumer may have against the employer and conciliation agreements, trading and clearing on the same credits.

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SECTION II

Jurisdiction of Courts

Article 305.

(Individual work conflict)

It is the individual employment dispute arising between the employee and the employer for reasons related to the establishment, maintenance, suspension and termination of the legal and labor, or the execution of the contract work and the satisfaction of the rights and obligations, the and one other party, arising out of contract, and the use of disciplinary measures applied to the worker.

Article 306.

(Jurisdiction of Courts)

1. The Provincial Courts, through the Chamber of Labor, have jurisdiction to hear and judge all individual labor disputes.

2. The preceding paragraph is without prejudice to other powers which by law are deferred to the Hall of Labor Provincial Courts.

3. With the exceptions mentioned in the following article and paragraph 5 of Article 309, the filing of action arising out of individual labor disputes is preceded by the implementation of conciliation.

4. The creation, operation and jurisdiction of the Rooms Provincial Labor Courts and rules of procedure are set out in legislation.

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SECTION III

Conciliation in Individual Labor Disputes

Article 307.

(Attempt of conciliation)

1. Every labor dispute is submitted to compulsory conciliation before the commencement of proceedings before the Court.

2. Exceptions are cases where the conflict respects:

a) Invalidity of the disciplinary and dismissal the grounds referred to in paragraphs 1 and 2 of Article 228.

b) Dismissal of individual dismissal on objective grounds, the ground mentioned in paragraph a) of paragraph 1 of Article 237.

c) The unlawfulness of collective dismissal on the grounds specified in subparagraphs a) and b) of Article 247.

3. In the cases mentioned in subparagraphs a) and b) above, the applicant may, if it wants to propose immediate action in the work room of the competent Court.

4. In the case of subparagraph c) of paragraph 2 shall apply Article 249(2).

Article 308.

(Conciliation body)

1. The attempt at conciliation is conducted by the provincial body to reconcile labor disputes, integrated into the provincial structure of the Public Prosecution of the work rooms.

2. This body is chaired by Justice of the prosecution service and integrates two assessors, one representative of employers in the province and a representative of the workers of the province.

3. In all that is required to perform this, can the competent prosecutor to request support from the provincial representative of the authority of the Ministry of Labor.

4. The advisors of employers and workers are appointed respectively by the associations of employers and workers of the province, or do not exist or do not make the designation within

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30 days following the entry into force of this Law, directly by employers and employees, specifically in meetings convened for that purpose by the provincial representative of the authority of the Ministry of Labor.

5. The advisors of employers and workers can be designated in lists of five elements, so that the first officer, if unable to attend meetings of the provincial body or conciliation should not attend, for the conflict to respect the company to which it belongs or providing work can be done by replacing one of the other advisors of its list.

6. The lack of counsel or one of them does not prevent the completion of conciliation proceedings.

Article 309.

(Presentation of the application)

1. The request for conciliation is submitted in triplicate by the person concerned is that the employee or the employer to the competent public prosecutor and must contain:

a) information identifying the applicant and the entity against whom it is made and their addresses.
b) The complaints and the reasons described in brief but sufficient.
c) Whenever possible, an indication of the amounts claimed if the requests are of a pecuniary nature.

2. The application for conciliation may be made orally and in writing, in triplicate, by the prosecution.

3. The party submitting the request for conciliation must include in all claims that up to now has against the other party.

4. If the competent prosecutor finds that the request is demonstrably wholly lacks feasible or legally protected grounds, to reject them by reasoned order to be delivered within five days of submission, which is notified, by whom the term lawsuit , is given a copy of the order and request for conciliation, if the requester.

5. In case there was an order of rejection the applicant may sue in the court's unprecedented attempt at conciliation, instructing the petition with copies received pursuant to the preceding paragraph.

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6. The suspension of limitation periods and expiry referred to in Article 303 shall cease 30 days after the date on which the person is made the notification referred to in paragraph 4.

7. The prosecutor authority shall reject the request with notice to the person if the provincial body for conciliation territorially incompetent by the juridical and labor to which the conflict has developed in another province.

Article 310.

(Calling of meeting)

1. If there is no order of rejection and within the time specified in paragraph 4 of the preceding article, the prosecutor responsible must mark the day and time for the meeting of the conciliation proceedings to be held between the 10th and 15th days later, carrying services the prosecutor to send summons to the parties and counsel handed the next 48 hours.

2. The calls are sent by the quickest and safe, taking into account the existing constraints, can also be forwarded through the administrative or police authorities that are subject to duty the cooperation established in Articles 76 and 77 of Law No. 18/88.

3. In case of proven difficulty or disruption of communication systems, the period within which the conciliation is to be marked can be extended for another 30 days.

4. The summons shall indicate the date, time and place of the meeting and the purpose of being sent to the respondent together with a copy of the application.

5. The meeting can be scheduled to perform outside the premises and the locality where does the provincial structure of the prosecution, in consideration of the interests of the parties, the final part of paragraph 2 of Article 312 or other relevant factors under Article 66 Law No. 18/88 of 31 December.

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Article 311.

(Appearances)

1. The attempt to reconcile the parties appear in person.

2. If the worker is less, may be accompanied his legal representative.

3. The employee may be accompanied by a representative of the union to which he belongs or a coworker.

4. The employer may be represented by a director or employee with responsibilities in the work center where the employee or paid work, provided with a written statement, which is placed in the file, containing express powers of representation and the statement that bound by the representative confess or accepted.

5. The shares may also be accompanied with a lawyer attorney, which is close to the lawsuit and is effective for the prosecution that may elapse between the same parties, in case there is no conciliation or be part of this.

6. In addition to the members of the provincial reconciliation, can only be present at the meeting in an attempt to reconcile the parties, their representatives and associates and an employee to act as secretary.

Article 312.

(Lack of Attendance)

1. If you miss some of the shares on the day and hour appointed for the attempt at conciliation, applies to the following:

a) If the offense is justified, until the appointed time, the completion of conciliation proceedings is postponed to one of the 10 days following submission of a new call to the defaulting party.

b) If the fault is not justified and the defaulter is the applicant's attempt to reconcile the claim is filed.

c) If the fault is not justified and the defaulter is a party against whom the application was made, is issued to the applicant a statement of impossibility of conciliation and of the causes for this, if you wish, bring an action court within 30 days.

d) In the case of b) and c), is applied to a fine defaulter, within legal limits.

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e) If the second meeting scheduled for the conciliation is not possible for lack of one or both parties, even in the case of an excused absence, there is no room for second postponement and the request is filed, with delivery to the applicant's conciliation of the declaration referred to in subparagraph c), unless the speech is this and has not been justified, in which case the provisions in point b).

f) The penalty imposed under subparagraph d) is void if the offender justifies failure so that the President deems worthy of consideration within five days of verification.

2. Initiated the conciliation meeting, the president can suspend it, to be continued within 15 days, if any party so requests, to better balance the case, or if the provincial body for conciliation should make some efforts to understand fact-finding.

Article 312.

(Conciliatory act)

1. At the meeting of conciliation, the parties being present and their companions if any, the president listens to the claimant and defendant then doing a summary of the application and the cause and location of the defendant, after which checks if the parties are willing to be reconciled.

2. If there is reconciliation, which advises the president may be, in his view, given the evidence presented so far and with the discretion that the court can do to come, according to the evidence produced and the application of the law, the terms of an agreement guided by principles of fairness and balance, after giving the floor to advisers if they wish to expose in a nutshell, their points of view.

3. Then check again if the parties are willing to reconcile themselves and on what terms.

4. If no agreement is reached, the President will ensure that the minutes of the meeting to become a record, other than the indication of those present and their qualities:

a) The statement of differing points of claim, an indication of the value of each of the claims and the total request.

b) The points on which agreement was reached, and where there is monetary expression, the values on which the agreement is reflected on each of these points.

c) The agreed deadline for voluntary compliance with this agreement are not met immediately, which is recorded in the minutes, when it appears.

d) the points of application for conciliation in respect of which there was withdrawal.

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e) In case of partial reconciliation, the points on which there is no agreement, but from which the applicant does not give up, for this purpose must be specifically questioned.

5. If no agreement is reached, the President will ensure that the minutes remain the record, as well as indication of the gifts and qualities:

a) The particulars of paragraph a) above.

b) The total value of the request.

c) the reasons for the lack of agreement.

d) The applicant's statement that the complaint does not give up, so to speak, and should always be questioned in this regard.

6. The information required in paragraph a) of Nos. 4 and 5 may be made by reference to the request for conciliation if the President finds it sufficient to understand the complaint.

7. The minutes of the meeting of the conciliation proceedings is drawn immediately and should always be signed by those attending the meeting to know that.

Article 314.

(Ratification of agreement)

1. Drafted and signed the minutes stating an agreement, in whole or in part, the President be entered in the same order of confirmation of the agreement, except in the situation referred to in the next number.

2. If the President considers that the agreement under which it was reached, undermines the principles of good faith and equity, particularly because it affects so serious, workers' rights in a situation where they can be satisfied, declare it so based on the minutes.

3. Noting the lack of an order confirmation for the reasons referred to in the preceding paragraph, either party may declare in terms that it is taken immediately, you want the lawsuit including the minutes with the president's statement is sent to the court for approval by the judge.

4. The lawsuit is sent within five working days after the statement and the judge, after seen by the competent public prosecutor, shall be the final, considering the elements in the dossier and the reasons given by the President.

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5. Confirmation of the Agreement in accordance with paragraph 1 or paragraph 4 of this article, gives it the nature of an execution, subject to judicial review, in case of execution, the judge should make the agreement confirmed in accordance with paragraph 1.

6. The judicial review referred to above is intended to verify that the agreement contained in the minutes presented as enforceable violates statutory provisions mandatory or offend inalienable rights, but may not affect the rights of renunciation and availability subject, set out in Article 304 and paragraph 1 of Article 185.

Article 315.

(Initiation of the proceeding)

1. In cases where there has been no agreement or the latter was partial, the applicant has made a statement, referring to paragraph e) of paragraph 4 and subparagraph d) of paragraph 5, both of Article 313, the President shall presentation of the lawsuit the Clerk of the Court, against protocol, within five working days following completion of conciliation proceedings.

2. In the days following the presentation, the provincial body to reconcile the complainant notifies the date on which the file was received by the court.

3. After the lapse of paragraph 1 of this article without the presentation takes place, and subject to disciplinary liability that may arise, can the plaintiff, in an application to the judge's work room, provide the Clerk of the Court, require the notification of the president of the provincial body for conciliation, for the presentation of the lawsuit, within three working days, subject to crime of disobedience.

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Article 316.

(Lawsuit improvement)

1. Within 30 days following the registration process input to the court, the applicant must attach the file:

a) The evidence available to it and has not attached to the application for conciliation may not call witnesses in number than that for every three or five or seven in total, as the action or exceeding the scope fits in provincial court.

b) The wording of the request for further improvement, in triplicate, without creating new situations in relation to complaints and the values that focused on the stagecoach conciliatory, referred to in the minutes thereof.

2. Once the documents are together referred to above, or has passed the deadline set in the same issue, the case is brought before the judge.

3. If not at the pleading addition to that referred to in subparagraph b) of paragraph 1 of this Article, the court must dismiss the action, unless it considers sufficient to pursue the clarification of the application and the cause of action contained in the file received from the agency conciliation.

4. If they are not listed together or the evidence, apply the relevant provisions of the law of the case.

5. Along the articles for further improvement, or the situation referred to at the end of paragraph 3 of this Article, the judge shall notify the defendant, to contest, followed by the subsequent terms of the procedural law.

6. The period referred to in paragraph 1 of this article tells you the notification of the appointment of defense counsel, if the applicant is the attempt at conciliation, the employee has requested such an appointment within 10 days following the registration of the entry of the court lawsuit.

Article 317.

(Appeal)

The final decision of judge can be appealed by either party litigants to the High Court under the law of the lawsuit.

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Article 318.

(Punishment of misdemeanors)

The misdemeanors provided in this law and other subsidiary legislation shall be punished by a fine pursuant to statute fixing the maximum and minimum punishment for misdemeanors each conduct, responsibility for the imposition of penalties, the criteria for graduation and the time of these expiry of the action misdemeanors.

Article 319.

(Inconvertibility of fines)

Penalties for contravention of provisions of the Act and subsidiary legislation are not convertible into imprisonment in terms of legislation.

Article 320.

(Definitions)

The settings that allow a better understanding of concepts used in this Act are attached to it and are part of it.

Article 321.

(Regulation)

This law should be regulated by the Government within 18 months from the date of entry into force.

Article 322.

(Reissue)

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References throughout the law refers to articles of the same, unless specifically stated otherwise.

Article 323.

(Doubts and omissions)

Any doubts and omissions arising in the interpretation and application of this law shall be resolved by the National Assembly.

Article 324.

(Repeal)

All legislation is the extent to which regulating matters set forth in this law, inconsistently available, including:

a) Law No. 6 / 81, to August 24.

b) Paragraphs g)) of Article 1 of Law No. 11/75 of 15 December.

c) Decree No. 88/81 of 7 November, on worker absenteeism.

d) Decree No. 18/82 of 15 April on maternity protection.

e) Decree No. 58/82 of 9 July on child labor.

f) Decree No. 61/82 of 3 August, on the duration of work and organization of working time.

g) Decree No. 16/84 of 24 August, on the establishment of the labor law.

h) The Executive Decree No. 30/87 of 25 July, which approved the Regulation labor law.

i) Chapters V, VI, and VII of the Worker Cooperative Statute, approved by Law No. 7 / 86 of 29 March

j) Decree No. 32/91 of 26 July, on collective redundancies.

k) The provisions of Chapter V of Decree No. 28/92 of 26 June, and applicable in his place, and as appropriate, all the provisions of this Act, whether general or specific conditions defining work for veterans and employees with reduced work capacity.

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Article 325.
(Entry into force)

This law shall enter into force 60 days pursuant to its publication.

ANNEX

Referred to in Article 320 of the preceding law.

Definitions

For the purposes of this Law, are considered:

a) Owner - any person or entity on whose behalf a vessel is armed.

b) Work Center - each unit of the company, physically separated, which is exercised in a particular activity, employing one set of workers under a common authority.

c) Employment Contract- is that by which an employee is obliged to put their work available to an employer within the scope of the organization and under the direction and authority of, and as a remuneration.

d) Learning Contract - is that by which the employer industrial or agricultural or craftsman agrees to give or to take a methodical training, comprehensive and practical to a person who at the beginning of learning has aged between 14 and 18 years and this is bound to comply with the instructions and directives given run and carefully managed the work entrusted to it with a view to learning, under the conditions and during the time agreed.

e) Internship Contract - is that by which an agricultural or industrial employer agree to receive services in practical work in order to hone their skills and tailor them to the level of academic qualification, a person holding a technical course or professional or a professional course work or officially recognized, with 18 to 25 years, or a person aged 18 to 30 years not holding any of the courses mentioned, since, in both cases, the trainee has not signed a contract before working with the same or another employer.

f) Contract Work at Home - is where the provision of work activity is performed at home or work center worker or in a freely chosen by that without being subject to the direction and authority of the employer, provided that the wages earned, the worker should be considered that the economic dependence.

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g) Rural Employment Contract - is what is entered into for the exercise of professional activities in agriculture, forestry and livestock, where the work is dependent on the passing of the seasons and weather conditions.

h) Contract of Work Aboard Ships - is one that is concluded between a shipowner or his representative and a sailor, with the aim to perform a job aboard a Navy vessel, trade or fisheries.

i) Contract of Work on Board Aircraft - is one that is entered into between the employer or his representative and a person with the object a work to do on board the aircraft for commercial aviation.

j) Task Contract - is one that is entered into between a contractor or an owner of the work, establishment or industry with a natural person or legal entity on the basis of a subcontract is responsible for performing certain tasks or services.

k) Group Contract - is that by which a group of workers is obliged to put their work available to an employer, and the employer does not assume that quality in relation to each member of the group, but only for the head of the group.

l) Employer - is any individual, collective, public or private, organizes, directs and gets the job of one or more workers, be it a joint venture, private or cooperative or social organization.

m) Company - every organization is relatively stable and continued instruments, tools and household factors and ordered by the employer, seeking a productive activity or service delivery, and whose workers are, individually and collectively to the regime of this lo and other sources of law of Labor.

n) Absence - is the absence of the employee work center during the normal working day.

o) Variable Work Schedule - is one in which the beginning and end of work are not common to all workers, and that each one may freely choose their working hours under the conditions established by law.

p) Disciplinary Offense - is the wrongful act of an employee who violates their rights under labor law relationship, including those set out in Article 46 of this law.

q) Work Place - is the work center where the employee is engaged on a regular and continuing basis. r) Seaman - is any individual, of one or of another sex, which undertakes, to the owner or his representative, to pursue their occupation on board a vessel.

r) Appointment - is the act by which a worker, belonging to the staff when the company is made by the employer, with your express consent, on a temporary basis and only in cases provided for in this law, as the leader of a company whatsoever or of a structural unity or charged with the exercise of functions characterized by the requirement of a special trust.

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s) Normal Working Period - is the period during which the worker is available to the employer for the performance of professional tasks for which they are forced to the establishment of the labor law, which has a counterpart in the basic salary.

t) Availability Scheme - is the regime in which the employee, outside their normal working hours, shall remain available to the employer, within or outside the work center, for a hundred time in order to occur extraordinary and unforeseen need to provide work.

u) Remuneration - is the set of economic benefits due from an employer to an employee in return for work performed by this and in relation to rest periods equivalent to the provision of legal work.

v) Task man - is the natural or legal person who, by contract entered into with a subcontractor or contractor contract signed with the owner of the work, business or industry, is responsible for performing certain tasks or services corresponding to their professional expertise or activity for that hiring workers, fixed term or uncertain and providing them the tools and raw materials needed.

w) worker - is any natural person, domestic or foreign resident who voluntarily undertakes to place his work, for remuneration, at the service of an employer within the organization and under the supervision and direction.

x) Non-Resident Alien Worker - it is considered non-resident foreign workers the foreign qualified professional, technical or scientific in that the country is not self-sufficient, employed in a foreign country to exercise their profession in the national space for a determined time .

y) Night work - is one whose work schedule is all night, and includes three hours of night work.

z) Mandatory or Compulsory Work - it's all work or service exacted from a person under threat or coercion, and for which he was not offered freely.

aa) Work Overtime - is what is provided outside normal working day, in anticipation of an extension of the normal, the interval of rest and meal and half-day or day of rest weekly supplement.

bb) Night Work - is provided in the period between 22 hours a day and 6 am the next day.

cc) Part-Time Work - is one in which the employee work only for a certain number of days per year, month or week, or a number of hours less than 2 / 3 the number of days or hours of normal working day practiced full time in the center of work or service.

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