

## NEW LABOUR LAW

Law no. 13/2023, of August 25

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More than 15 years after the entry into force of Law no. 23/2007, of 1 August, which approved the current labour law, the government revised this law in order to adjust it to the country's current socio-economic demands.

After approval by the Assembly of the Republic and ratification by the President of the Republic, Law no. 13/2023, of 25 August (the New Labour Law), which repeals Law no. 23/2007, of 1 August (the Old Labour Law), was published in the Bulletin of the Republic no. 165, Series I, and came into force 180 days after its publication, i.e. on 21 February 2024.

It is important to note that the New Labour Law does not apply to events that occurred or began before its entry into force, namely those relating to the probationary period, leave, limitation and prescription periods for rights and procedures, as well as formalities for the application of disciplinary sanctions and termination of the employment contract. For the purposes of compensation, the termination of employment contracts entered into under the Old Labour Law, for employees whose salaries, including seniority bonuses, are between one and seven minimum wages, will be subject to the compensation regime provided for in the aforementioned law, up to six months after its approval, and will then be subject to the regime provided for in the New Labour Law.

The changes contained in the table below are noteworthy, among others.

	Old Labour Law Law no. 23/2007, of August 1st	New Labour Law Law no. 13/2023, of August 25th
Evidence obtained through surveillance	N/A.	Article 10(3) Provides for the nullity of evidence acquired by violating the duty to inform the employee of the existence of surveillance means.
Dismissal of women during pregnancy and after childbirth	Article 11 A working woman may not be unfairly dismissed during pregnancy or up to one year after giving birth.	Article 13 A working woman may not be unfairly dismissed during her pregnancy and up to one year after the end of her maternity leave.
Maternity leave	Article 12	Article 14

	The period of maternity leave is sixty consecutive days.	The period of maternity leave is ninety consecutive days. During the period of leave, the employment contract is considered suspended.
<b>Paternity leave</b>	Article 12 The period of paternity leave is one day every two years.	Article 15 The period of paternity leave is seven days, within a period of one year and six months after the previous leave, and may be extended to sixty days in the event of the death or incapacity of the mother of the child <sup>1</sup> . During the period of leave, the employment contract is considered suspended.
<b>Type of companies</b>	Article 34 Classification of companies into small <sup>2</sup> , medium <sup>3</sup> and large <sup>4</sup> .	Article 25 Classification of companies into micro <sup>5</sup> , small <sup>6</sup> , medium <sup>7</sup> and large <sup>8</sup> .
<b>Multiple employers and multi-employment</b>	Article 35 An employee may, by concluding a single contract, undertake to work for several employers, provided that there is a relationship between them or that they have a common organizational structure.	Article 26 and 27 Employees may undertake to work for several employers (by concluding several employment contracts), provided that there is a corporate, controlling or group relationship between them, or that they have a common organizational structure.  Unless otherwise stipulated, an employee may enter into subordinate labour contracts with several employers.
<b>Admission of minors to work</b>	Article 26 Minors who have reached the age of fifteen may be admitted to work with the authorization of their legal representative <sup>9</sup> .	Article 29 The minimum age for admission to work shall be eighteen years of age and, exceptionally, minors who have reached the age of fifteen may be admitted if authorized by their legal representative, in which case the

<sup>1</sup> Commutation of maternity leave is permitted for spouses working for the same employer.

<sup>2</sup> That employs up to ten employees.

<sup>3</sup> That employs from ten to a maximum of one hundred employees.

<sup>4</sup> That employs more than one hundred employees.

<sup>5</sup> Employing up to ten employees.

<sup>6</sup> Employing eleven to thirty employees.

<sup>7</sup> Employing between thirty-one and one hundred employees.

<sup>8</sup> Employing more than one hundred employees.

<sup>9</sup> By joint decree, the Ministers of Labour, Health and Education shall define the nature and conditions under which, exceptionally, work may be carried out by minors between the ages of twelve and fifteen.

		working hours may not exceed twenty-five hours per week and five hours per day.
<b>Foreign employee's share<sup>10</sup></b>	<p>Article 31</p> <p>The employer may hire foreigners according to the following quotas:</p> <ul style="list-style-type: none"> <li>• Five percent of all employee's, in large companies;</li> <li>• Eight percent of all employees in medium-sized companies;</li> <li>• Ten percent of all employees in small companies.</li> </ul>	<p>Article 34</p> <p>The quotas provided for in the Old Law are maintained, but a quota has been introduced for micro-companies - fifteen percent of all employees in micro-companies.</p> <p>The assignment of foreign employees under the quota system is permitted, provided that the user company has a quota available.</p>
<b>Restriction on hiring foreign employees</b>	<p>Article 32</p> <p>Foreign employees may not be hired when they have entered the country on a diplomatic, courtesy, official, tourist, visitor, business or student visa.</p>	<p>Article 35</p> <p>Foreign employees may be hired even if they entered the country on a visa other than a work visa, provided that they are part of bilateral agreements signed between the Mozambican state and any other state with which it maintains diplomatic and consular relations.</p>
<b>Celebration of fixed-term contracts by small and medium-sized companies</b>	<p>Article 42</p> <p>Small and medium-sized companies may freely conclude fixed-term contracts for the first ten years of their activity, which shall not be converted into open-ended contracts after the second renewal.</p>	<p>Article 43</p> <p>Micro, small and medium-sized companies may freely enter into fixed-term contracts for the first eight years of their activity, which shall not be converted into open-ended contracts after the second renewal.</p>
<b>Non-renewal of fixed-term contracts</b>	N/A.	<p>Article 43</p> <p>If one of the parties does not wish to renew the employment contract, they must give prior notice of:</p> <ul style="list-style-type: none"> <li>• Fifteen days, if the contract is equal to or longer than three months and not longer than one year;</li> </ul>

<sup>10</sup> Under the new law, the hiring of foreign citizens to work in non-governmental organizations, scientific research, teaching, medicine, nursing, civil aviation piloting and other areas of specialized technical assistance, or the assignment of foreign employees, is decided by order of the Minister who oversees the area of work, after hearing the entity that oversees the sector in question.

		<ul style="list-style-type: none"> <li>• Thirty days, in cases where the duration of the contract is more than one year.</li> </ul>
<p><b>Duration of unspecified term contracts</b></p>	<p>N/A.</p>	<p>Article 46</p> <p>The maximum duration is six years, consecutive or interpolated, and once this maximum period has been exceeded, the contract is converted to an open-ended contract.</p>
<p><b>Prior notice of expiry of unspecified term contracts</b></p>	<p>N/A.</p>	<p>Article 46</p> <p>The employee must be given prior notice of the expiry of a contract of unspecified term:</p> <ul style="list-style-type: none"> <li>• Fifteen days, if the length of employment exceeds six months and does not exceed three years;</li> <li>• Thirty days, if the length of employment exceeds three years and does not exceed six years.</li> </ul>
<p><b>Duration of the probationary period</b></p>	<p>Article 47</p> <p>For open-ended contracts, probationary periods may not exceed:</p> <ul style="list-style-type: none"> <li>• One hundred and eighty days for mid-level and senior technicians and employees in managerial and executive positions; and</li> <li>• Ninety days for other employees.</li> </ul> <p>For fixed-term contracts, probationary periods may not exceed:</p> <ul style="list-style-type: none"> <li>• Ninety days for fixed-term contracts with a duration of more than one year, this period being reduced to thirty days for contracts with a duration of between six months and one year;</li> </ul>	<p>Article 48</p> <p>For contracts of open-ended contracts, probationary periods may not exceed <u>two months</u>, except in the following cases:</p> <ul style="list-style-type: none"> <li>• Three months for mid-level technicians;</li> <li>• Six months for senior technicians and employees in managerial positions.</li> </ul> <p>For fixed-term contracts, probationary periods may not exceed:</p> <ul style="list-style-type: none"> <li>• Three months for fixed-term contracts lasting more than one year;</li> <li>• One month for fixed-term contracts of more than six months and less than one year;</li> </ul>

	<ul style="list-style-type: none"> <li>• Fifteen days for fixed-term contracts of up to six months;</li> <li>• Ninety days for contracts of uncertain duration when their duration is expected to be equal to or greater than ninety days.</li> </ul>	<ul style="list-style-type: none"> <li>• Fifteen days for fixed-term contracts of up to six months; Fifteen days in the case of uncertain contracts with a duration of 90 days or more.</li> </ul>
<b>Termination of contract with 15-day probationary period</b>	N/A.	<p>Article 51</p> <p>For contracts with a probationary period of fifteen days, termination during the probationary period must be preceded by three days' notice.</p>
<b>Employee's right to allowances, board and lodging</b>	N/A.	<p>Article 55</p> <p>Employees shall be entitled to daily allowances or board and lodging when travelling away from their usual place of work for a distance of thirty kilometres or more and for a period of eight hours or more.</p>
<b>Enforcement of the dismissal sanction</b>	<p>Article 65</p> <p>The execution of the disciplinary sanction shall be enforced within ninety days of the decision taken in the disciplinary proceedings.</p>	<p>Article 66</p> <p>The execution of the disciplinary sanction shall be carried out immediately after the communication of the decision.</p>
<b>Definition of harassment</b>	N/A.	<p>Article 68</p> <p>The definition of harassment is introduced as all unacceptable conduct and practices, or threats of such conduct and practices, whether occurring on a one-off or recurring basis, which have as their object, cause or are likely to cause physical, psychological, sexual or economic harm, and includes gender-based violence and harassment<sup>11</sup>.</p>
<b>Deadline for initiating disciplinary proceedings</b>	<p>Article 67</p> <p>The employer has thirty days after learning of the offence to initiate disciplinary proceedings.</p>	<p>Article 70</p> <p>The employer has thirty days from knowledge of the offence to initiate disciplinary proceedings, except in the case of maternity, paternity, leave and sick days, where the period begins after the end of the leave.</p>

<sup>11</sup> Harassment in the workplace and any discriminatory act that harms an employee, job candidate or trainee entitles them to compensation for pecuniary and non-pecuniary damage.

<b>Deadline for conducting evidentiary proceedings in the context of disciplinary proceedings</b>	N/A.	<p>Article 70</p> <p>If the employee requests the carrying out of evidentiary proceedings, it must be carried out within five consecutive days.</p>
<b>Insurmountable invalidity in disciplinary proceedings</b>	<p>Article 68</p> <p>The inability of the accused employee to defend himself because he has not been informed of the notice of fault, either by personal notification or by public notice, where appropriate, constitutes an insurmountable nullity in disciplinary proceedings.</p>	<p>Article 72</p> <p>The following are insurmountable nullities in disciplinary proceedings:</p> <ul style="list-style-type: none"> <li>• Prescription of the offence;</li> <li>• Forfeiture;</li> <li>• Violation of the deadline for communication of the decision; and</li> <li>• The accused employee's inability to defend himself or herself because he or she was not informed of the notice of fault, either by personal notification or by public notice, whenever this is the case.</li> </ul>
<b>Abuse of disciplinary power and its effects</b>	N/A.	<p>Article 73 and 74</p> <p>The abuse of disciplinary power corresponds to situations in which the limits imposed by law, good faith, good customs, social or economic purpose are exceeded.</p> <p>The application of a disciplinary sanction with abuse of disciplinary power is unlawful and the employer is penalized:</p> <ul style="list-style-type: none"> <li>• The payment of compensation corresponding to one month's salary of the employee concerned if the sanction applied is that of verbal admonition or recorded reprimand;</li> <li>• The payment of compensation corresponding to five times the value of the salary the employee no longer earns in the case of fines and relegation;</li> <li>• The reinstatement of the employee or payment of compensation in cases of dismissal.</li> </ul>
<b>Unlawful dismissal</b>	N/A.	Article 75

		<p>Without prejudice to the provisions of labour law, dismissal is unlawful whenever:</p> <ul style="list-style-type: none"> <li>• it is promoted for political reasons, or union affiliation, ideological, religious, even if the invocation is different;</li> <li>• it is promoted without observing legal formalities;</li> <li>• it is promoted due to refusal of a favour or advantage, pressure, harassment or gender-based violence.</li> </ul>
<b>Duration of temporary employee transfer</b>	N/A.	<p>Article 82</p> <p>The temporary transfer of an employee may not exceed six months, unless justified by imperative business requirements, and in any case may not exceed one year<sup>12</sup>.</p> <p>The employee's transfer, whether temporary or permanent, must be set out in a written document, with reasons and at least thirty days' notice.</p>
<b>Length of leave</b>	<p>Article 99</p> <p>Employees shall be entitled to paid leave as follows:</p> <ul style="list-style-type: none"> <li>• One day's leave for each month of actual work during the first year of employment;</li> <li>• Two days' leave for each month of actual work during the second year of employment;</li> <li>• Thirty days' leave for each year of effective employment from the third year onwards.</li> </ul>	<p>Article 108</p> <p>Employees shall be entitled to 12 days' paid leave in the first year of actual employment and 30 days' leave in subsequent years<sup>13</sup>.</p>
<b>Deadline for reporting illness during leave period</b>	N/A.	<p>Article 111</p> <p>The employee must inform the employer of illness during the leave period within a period not exceeding ten calendar days, otherwise the sick days will be counted as leave.</p>

<sup>12</sup> An employee shall not be considered to be transferred if the employee is travelling within the same geographical area and no further than thirty kilometres, as well as in the case of a mission.

<sup>13</sup> Leave days are counted in calendar days.



<p><b>Absences due to death</b></p>	<p>Article 103</p> <p>The following are justified absences due to death:</p> <ul style="list-style-type: none"> <li>• Five days for the death of a spouse, father, mother, child, stepchild, sibling, grandparent, stepfather or stepmother;</li> <li>• Two days for the death of parents-in-law, uncles, cousins, nephews, grandchildren, sons-in-law, daughters-in-law and brothers-in-law.</li> </ul>	<p>Article 112</p> <p>The following are justified absences due to death:</p> <ul style="list-style-type: none"> <li>• Five days due to the death of a spouse, unmarried partner, father, mother, children, stepchildren, siblings, grandparents, grandchildren, stepfather, stepmother, parents-in-law, sons-in-law or daughters-in-law;</li> <li>• Two days for the death of uncles, cousins, nephews and brothers-in-law.</li> </ul>
<p><b>Absence of the employee to provide assistance in the event of illness or accident</b></p>	<p>N/A.</p>	<p>Article 112</p> <p>An employee's absences to provide assistance to a spouse, unmarried partner, children, guardians and foster children, father, mother, stepchildren, siblings, grandparents, stepfather, stepmother, parents-in-law, sons-in-law and daughters-in-law in the event of illness or accident are considered justified absences.</p>
<p><b>Refusal by the employee to attend the medical board</b></p>	<p>N/A.</p>	<p>Article 115</p> <p>An employee's refusal to attend a medical examination without valid justification constitutes a disciplinary offence.</p>
<p><b>Remuneration for substituting duties</b></p>	<p>Article 119</p> <p>The performance of an activity on a substitute basis for a period of forty-five days or more shall entitle the employee to receive the remuneration of the category corresponding to that activity for the duration of the performance, unless the employee was already receiving a higher remuneration, in which case he shall be entitled to an increase to be agreed by the parties.</p>	<p>Article 129</p> <p>The performance of an activity on a substitute basis for a period of thirty days or more shall entitle the employee to receive the remuneration of the category corresponding to that activity for the duration of the performance, unless the employee was already receiving a higher remuneration, in which case the employee shall be entitled to an increase to be agreed by the parties.</p>
<p><b>Suspension of the contract for reasons of force majeure and unforeseeable circumstances</b></p>	<p>N/A.</p>	<p>Article 134</p> <p>Suspension of the employment contract is permitted in cases of force majeure, unforeseeable circumstances, imminent or actual aggression by</p>



		foreign forces, war, among other events capable of affecting the company's normal activity <sup>14</sup> .
<b>Termination of contract due to employee's unfitness Cause for termination of employment contract</b>	<p>Article 127</p> <p>Termination of the contract on the grounds of the employee's manifest unfitness is only admissible if the employee has previously undergone professional training for this purpose and does not confer the right to compensation.</p>	<p>Article 138</p> <p>The manifest unfitness of the employee must be proven by a continuous reduction in productivity and quality, and is only admissible when the employee has been given a period of adaptation of not less than sixty days in the job after induction provided by the employer in accordance with the practices in use in the company.</p>
<b>Compensation for an open-ended contract in the event of termination without just cause</b>	N/A.	<p>Article 46</p> <p>The termination or dismissal of an employee who has entered into an employment contract for an uncertain period, without just cause, entitles them to compensation corresponding to forty-five days for each year of service, or compensation in proportion to the time spent if their seniority does not reach one year of service.</p>
<b>Non-compliance with prior notice in the event of termination of the contract on the employee's initiative</b>	<p>Article 128</p> <p>An employee who fails to give at least seven days' notice of termination of contract must pay the employer a fine corresponding to twenty days' salary, to be deducted from the compensation to which he is entitled.</p>	<p>Article 139</p> <p>An employee who fails to give at least seven days' notice of termination must pay the employer a fine corresponding to seven days' wages, to be deducted from the compensation to which he is entitled.</p>
<b>Compensation in the event of termination of the contract on the employer's initiative with prior notice</b>	<p>Article 130</p> <p>Termination of the employment contract entitles the employee to compensation equivalent to:</p> <ul style="list-style-type: none"> <li>• Thirty days' salary for each year of service, if the employee's basic salary, including the seniority bonus, corresponds to between one and seven national minimum wages;</li> </ul>	<p>Article 141</p> <p>Termination of the employment contract entitles the employee to compensation equivalent to:</p> <ul style="list-style-type: none"> <li>• Thirty days' salary for each year of service, if the employee's basic salary, including the seniority bonus, corresponds to between one and seven national minimum wages;</li> </ul>

<sup>14</sup> During the term of the contractual suspension, the employer cannot hire new employees to replace the employees under contractual suspension.

	<ul style="list-style-type: none"> <li>• Fifteen days' salary for each year of service, if the employee's basic salary, including the seniority bonus, corresponds to between eight and ten minimum wages for the sector of activity;</li> <li>• Ten days' salary for each year of service if the employee's basic salary, including the seniority bonus, is between eleven and sixteen minimum wages for the sector of activity;</li> <li>• Three days' salary for each year of service, if the employee's basic salary, including the seniority bonus, is more than sixteen minimum wages for the sector of activity.</li> </ul>	<ul style="list-style-type: none"> <li>• Fifteen days' salary for each year of service, if the employee's basic salary, including seniority bonus, is between seven and eighteen minimum wages for the sector of activity;</li> <li>• Five days' pay for each year of service, if the employee's basic salary, including the seniority bonus, corresponds to more than eighteen minimum wages for the sector of activity.</li> </ul>
<b>Collective dismissal</b>	<p>Article 132</p> <p>Collective dismissal shall be deemed to occur whenever the termination of employment covers more than ten employees at any one time.</p>	<p>Article 143</p> <p>Collective dismissal is considered to be when the employer, simultaneously or successively, over a period of three months, citing structural, economic, technological and market reasons, terminates more than eight employment contracts in micro and small companies and more than ten employment contracts in medium and large companies.</p>
<b>Communication of suspension of activities during strike</b>	<p>Article 204</p> <p>The employer has forty hours to notify the ministry that oversees the labour area of the suspension of the company's activity for the duration of the strike.</p>	<p>Article 208</p> <p>The employer has forty-eight hours to notify the ministry responsible for labour of the suspension of the company's activity for the duration of the strike.</p>
<b>Prescription of the right to compensation for an accident at work or occupational disease</b>	<p>Article 236</p> <p>The right to claim compensation for an accident at work or work-related illness lapses twelve months after the accident.</p>	<p>Article 239</p> <p>The right to claim compensation for an accident at work or work-related illness shall lapse if it is not claimed within one year of the date of the medical discharge formally communicated to the claimant, or the date of</p>

		the accident, if it results in death or permanent, absolute or partial incapacity <sup>15</sup> .
<b>Hiring of pensioners</b>	N/A.	Article 256 Pensioners may be hired for a maximum period of five years, renewable once, except in cases where the employee is also a shareholder or partner in the company.

<sup>15</sup> The statute of limitations is interrupted if the injured party accepts any payment in cash or in kind from the liable party in exchange for what is legally owed to them.