REPUBLIC OF EQUATORIAL GUINEA
(OFFICIAL STATE BULLETIN)

GENERAL REGULATION ON LABOUR

No. 2 **Malabo, 07 March 2013**

Law No. 10/2012, dated 24 December, on The Reform of the General Labour Laws

Law No. 10/2012 dated 24 December, on the Reform of the General Labour Law.-

PREAMBLE:

Having regard to Articles 5, 13 and 26 of the Fundamental Law of Equatorial Guinea on the right, the freedom and the protection of labour, respectively:

Having regard to the Agreements of the International Labour Organization ratified by the Republic of Equatorial Guinea;

Whereas paid employment is the most effective system to encourage any productive activity, the best method to promote the development and provision of all categories of services as well as the most influential economic indicator of individual, familial and collective progress, besides being a key factor in eradicating poverty.

Whereas the set of rules pertaining to the structure of subordinate work, object of this Law, aims to establish balance and harmoniously arrange the relations arising from the provision of services by the worker and the correlative obligation of the employer to pay the corresponding remuneration.

Whereas, from the perspective of social justice, basis of this Law, are principles which guide such justice, among others, the pre-eminence of the human person as the centre and objective of the labour and economic rules and activities; the respect for human dignity because, endowed with intelligence and will, is an end in itself; the vitality as a requirement for the conservation and development of the life of the workers; the freedom and the right of employers and workers to choose the occupation and to participate in fair conditions in the employment market, the equality between the social actors without discrimination of any kind, the production and performance of the work, the protection of the workers and the participation of workers and employers in the distribution of the profits resulting from their activities.

Whereas the profound changes in the economic and social system of Equatorial Guinea, and consequently, in industrial relations affecting the employment market, -which requires a constant and dynamic effort of actualisation of the balance between the rights of the salaried workers and those of the owners of companies, based on social justice to promote active policies of employment of workers; promotion of the recruitment, the maintenance of social peace, the efficiency of the employment market and the reduction of importation of workforce, through the practical implementation of programs of vocational education, training, learning and training of the national workforce, in order to respond to the country's current social and economic situation, characterized by an unfair competition between national and foreign work opportunities, in the context of an increasingly more demanding request in specialization and qualification.

Whereas, in addition, the essence of State intervention in employment relations is a necessity in order to prevent and cancel any phenomenon of exportation derived from the new contracting processes which the national labour market is aware of, such as temporary work agencies with profit, they must have a framework that guides their behaviour and guarantees the right to work of nationals, as well as their right to fair and decent working.

This labour reform ultimately aims to further the consolidation of the function of the labour-regulatory framework playing a leading role in the efficient management of manpower to guarantee the corporate governance of companies and the respect of human rights of the salaried workers.

By virtue of, on the Government's proposal and duly approved by the House of the People Representatives, during its second session held in Malabo, from 17 August to 23 November 2012, I approve and ratify the present:

LAW ON THE GENERAL REGULATION OF LABOUR

PART 1
GENERAL PROVISIONS

Article 1.- Definition of Work and its fundamental principles.- 1. Work, for the purposes of this Law, is any human activity, conscious and voluntary, provided in a dependent and remunerated form for the production of goods and services.

2.- Working is a right and a social duty and which enjoys the protection of the State. It must not be considered a commodity. It requires respect, freedom and dignity of the individual providing it, and shall be carried out in conditions which ensure a life, health and a certain financial level which is compatible with the responsibilities of the worker, father or mother of the family.

3.- The following principles are fundamental bases of work:

a) The worker is a fundamental subject of the Equatorial Guinean society and as such he shall be object of special protection and constant encouragement.
b) Every person has the right to work. The State shall endeavour to ensure that every person fit to work may obtain an employment that shall provide them with a dignified and decent living conditions; to this end, the State shall formulate and progressively put into practice a policy designed to promote a productive and freely chosen employment, as well as vocational training.
c) The right to work is not subject to any restrictions except those legitimately established by law; consequently, no one shall be forced to work, while respecting the social duty to contribute with their own effort to the performance of the normal civic duties and small communal services freely determined by the community.
d) The State guarantees the equality of opportunities and treatment in employment and occupation, including the access to means of vocational training and admission to employment and various occupations, as well as the working conditions. No one may be subject to direct or indirect discrimination, i.e. distinctions, exclusions or preferences, on grounds of race, colour, sex, religion, political opinion, national extraction, social origin, or trade union membership, which in effect nullify or impact such equality. However, distinctions, exclusions or preferences regarding a specific employment shall not be considered discriminatory where they are based on requirements inherent to said employment. In addition, the State may adopt measures of employment reserve, duration or preference in order to facilitate the placement of senior workers, those with impaired capacity, those unemployed and those accessing first employment; it may also grant subsidies and other supports to encourage the employment of these categories of workers.

e) The State guarantees the free exercise of freedom of Association
f) The provisions of this law are matters of Public order.
g) Waiver or assignment of the rights conferred by this Law to workers shall be null. However, settlement, conciliatory or release agreements shall be allowed, by virtue of which the worker desists part of their claims, provided that the agreements do not affect the rights under Article 27 of this Law. Such agreements shall be duly substantiated and they shall be null where they are not concluded before the competent labour and judicial authority.
h) The State shall promote the full development of mechanisms of voluntarily negotiation to regulate by means of agreements between employers and workers the working conditions and dispute settlement by mediation, arbitration and conciliation procedures.
i) The State shall formulate and implement measures of encouragement and recognition for small businesses that distinguish themselves by their efforts in complying with this Law.
j) The orders, instructions and in general all the provisions aimed at workers shall necessarily be taught in the official languages of Equatorial Guinea without prejudice to the fact that they may be interpreted. Other languages are also admitted, provided that the worker was trained in such language. It is incumbent upon the worker to choose the language which convenes for the right interpretation of the orders and instructions.
k) Civil and military authorities, as well as all of civil society, shall lend all their assistance to the labour authorities during the proceedings before said authorities, as well as their services.

Article 2.- Object.- 1. This Law regulates personal work on behalf and under the direction of an employer.

2.- For the purposes of this Law, are employers, any natural or legal persons or jointly owned entities, who order, direct, or receive work, whether for profit-making or not.

3.- Scope.- 1 This Law shall apply to all companies, exploitations or establishments operating in Equatorial Guinea, whether they be public, private or state-owned, unless otherwise provided for, and shall be of supplementary application in all matters not explicitly regulated. This provision does not preclude the application of rules which are more favourable to workers, contained in special Laws, Regulations, Collective Agreements or Individual Contracts of Employment.

2.- This Law shall be equally applicable to contracts of employment concluded in Equatorial Guinea and that are performed abroad, without prejudice to provisions more favourable to the worker, in force in the workplace.

Article 4.- Exceptions.- Shall be exempt from the application of this Law:

1) Work of public servants governed by a special statute;
2) Compulsory labour performed in accordance with the laws and International Labour Conventions;
3) Occasional work voluntarily executed out of friendship, benevolence or good will, or reciprocating similar services;
4) Work done by diplomatic or consular officials of other countries;
5) Work done by the employer or the spouse of the employer, or by their ascendants, descendants or siblings, on condition that the services were exclusively provided to family companies with

fewer than five people, including the head of the family. This Law shall apply regardless of where the existence of a contract of employment is alleged or can be drawn from the facts.

Article 5.- Sources.- 1. Situations, rights and obligations relative to employment are specifically regulated by:

a) The fundamental law of Equatorial Guinea, International Labour Conventions ratified by the Republic of Equatorial Guinea, laws, decrees and regulations enacted by the competent authorities.
b) Collective agreements.
c) Contracts of employment.
d) Customs and practices.

2. The legal and regulatory provisions shall apply subject to the principle of hierarchy of norms. The regulatory provisions shall develop the rules standards of legislative rank, respecting their spirit and purpose.

3. In case of conflict between the provisions of various legal or conventional standards, or doubt as to the interpretation to be given to a standard, the solution that is more favourable to the worker shall prevail.

4. Customs and practices shall apply in the absence of legal, regulatory or conventional standards, or by reference to these.

SECTION II
EFFECTS OF TRAINING AND CONTRACT OF EMPLOYMENT

Article 6.- Contract of Employment.- 1. The contract of employment is an agreement under which a natural person agrees to provide their services to another natural or legal person, in exchange for payment of remuneration.

2. The existence of a contract of employment between the person who provides a service and the person who receives it is presumed, where there is no evidence to the contrary.

Article 7.- Modalities.- 1. The contract of employment can be agreed for a fixed period of time or for a given work.
Permanent contracts are the standard.

2.- The contract of employment may be concluded for a fixed period or for a given work only when intended for:

a) The provision of services, for up to six months and renewable for a period equal to or less than six months.
b) The replacement of a temporarily absent worker.
c) The execution of works or services, precisely defined, and temporary by nature for a period of up to two years.
d) The provision of services by season, which by nature occur at certain times of the year.

e) The provision of services, for up to two years in a company or activity to start operating or to be restructured, which is generating a significant volume of employment, provided that the authorization of the Ministry of Labour and Social Services to recruit workers under this method is previously obtained, the contract of employment shall have a duration of one year, renewable for another year.

3.- Where at the expiration of the period, or after completion of the work, the worker continues to provide his services, it shall be understood that from the beginning the parties were linked for an indefinite period, unless otherwise clearly established by the nature of the services, the length of the lapses which separate the contracts, the circumstances inherent to the renewal, or for any other reason. The link between the parties shall also be considered indefinite when the contract was concluded for a fixed period or for particular work, in fraudulent evasion of the law, or contravention of what was established in the previous paragraph.

4.- In contracts for the realization of a given work, the first estimated date of completion of the work or unit of work shall be stated therein.

5.- The daily contract is the one in which the remuneration is agreed upon, based on a time unit.

6.- The contract on a commission basis is when the remuneration is agreed upon, on a percentage of sales or collections on behalf of the employer.

7.- The contract on a piecework basis is the one in which the remuneration is determined, based on a unit of work.

8.- Part-time employment shall be accepted for those activities, which so require by their very nature, according to the labour authorities, whose salary shall be set in proportion what full-time workers, in the same category and sector, perceive.

9.- The contract of employment may include a trial period of one month. Its extension may be agreed in writing, up to three months, when it comes to highly skilled workers or those in highly skilled employment or employment hard to evaluate, according to the Labour representative.

10.- The salary of the worker in trial period shall be equal to that of any permanent worker of his professional category.

11.- When the trial period exceeds one month, the employer shall be bound to discharge the worker and contribute to Social Security, from the first day, the worker being entitled to perceive, the proportional parts of his rights relating to seniority, due salaries, extra payment, leave. During the trial period either party may terminate the contract of employment without payment of any compensation.

12.- In case the trial contract has not been formalised in writing, this period shall be deemed non-existent, and the contract will be of indefinite duration.

Article 8.- Home-based work.- When the worker provides services, in the place where they live or any other place they freely chose, without the employer monitoring, the employer must keep a record, stating the date of the contract, the category and amount of work commissioned, the place of execution, the amount of raw materials delivered, where applicable, the agreed rates for salary determination,

delivery and reception of items created, and all other aspects of the employment relationship that the parties are concerned about. Of said register, the employer shall deliver a copy to the worker at the time of payment of salaries?, or at least once a month with the data corresponding to the period of work in question.

Article 9.- Work outside the Place of Residence.- When a person is sent to provide services outside the place of his habitual residence, the employer shall bear at the beginning and at the end of the work employment relationship, transfer expenses for the worker, from and to the place of origin. Concerning permanent employment, or where the contract lasts at least one year, the employer shall pay to the worker a monthly salary for installation costs and a monthly fixed salary equivalent to 25% of the salary base, and it shall bear after the third month, the costs of the transfer from and to, of first degree descendants of the worker. If the worker resides in the country, the employer should constitute a bond or guarantee sufficient, according to the labour representative to cover the costs of repatriation, when necessary.

Are exempted from the application of these benefits offshore workers of the oil industry.

Article 10.- Working outside the country.- When the employment contract considers the provision of services abroad, the employer shall be required to pay at the beginning and end of the employment relationship relocation expenses to the place of destination and back to the place of origin, as well as the usual cost of installation and reinstallation. In the case of a permanent worker, or whose contract lasts at least one year, the worker shall receive a fixed extra salary, according to the cost of living in the place of affectation that in any case shall not be less than 50% of his base salary. From the third month of service, or at the request of the worker, the employer shall pay as well the transfer expenses of the family dependent on the worker, without prejudice to the obligation to contribute to Social Security for the time of his transfer, unless there is an agreement with the State of destination in this matter.

Workers whose transfer's purpose is the formation are exempt from this consideration.

Article 11 Child Labour.- 1. No person under eighteen years old shall be admitted to employment or work in any occupation.

(2) However, persons who are at least sixteen years old, after authorisation of the Ministry of Labour and Social Security, may perform light work, provided that it is not likely to harm their health or development, nor their school attendance, participation in vocational orientation or training programs, approved by the competent authorities, or their capacity to benefit from the instruction received.

3.- Minors may not enter into contracts without the authorisation of their father, mother or legal guardian.

4.- The employer that hires the services of minors who have not reached the minimum age required to work, or who are not legally authorized to do so, must in all cases pay salaries and all other statutory benefits without prejudice to legal penalties which they could be under.

Article 12.- Work of students in practical training.- 1. The employer may hire minors as interns or apprentices for up to six months, with the obligation to teach them a trade in practice and the possibility to use their work, provided that it is carried out in accordance with the conditions prescribed by the

Ministry of Labour and Social Security, after consulting the organisations of employers and workers concerned, if any, and this is an integral part of:

a) A course of education or training, for which a school or training institution is primarily responsible.
b) A program of training, mainly or entirely in an undertaking which has been approved by the competent authority.
c) A program of guidance or orientation designed to facilitate the choice of an occupation or of a line of training.

2.- The minimum salary of the student in practical training may not be less than 50 % of the minimum inter-professional salary corresponding to that of workers in the trade.

3.- The period of practice may be freely terminated at will by the parties, without payment of any compensation. In any case, the employer must issue the corresponding Certificate of Achievement to the student, in which the level of achievement of the student is stated.

Article 13.- Apprentices Work.- 1. The employer may hire apprentices, for up to six months, with the obligation to teach them a trade in practice. This period can be extended up to twelve months, by agreement of the parties.

2.- The apprentice minimum salary shall be equal to half of 50% of the minimum inter-professional salary of workers in the trade.

3.- The apprenticeship may be freely terminated by will of the parties, without payment of any compensation.

Article 14.- Assistant or Aide.- The auxiliary, or assistant who had been hired by a worker according to an agreement or the customs shall be bound by a contract of employment with the employer of the worker.

Article 15.- Agents, Contractors and Temporary Work Agencies.- 1. The intermediary is the natural or legal person, which recruits workers so that they provide services for the benefit of a third party.

2.- The employer using the services of an intermediary shall be responsible for the latter's management before the workers who had been recruited, for the purposes of the obligations of the contract of employment.

3.- Workers recruited by an intermediary shall enjoy the same legal rights that workers directly recruited by the employer have.

4.- Unlike the intermediary, the contractor is a natural or legal person, which by its contract and its own characteristics, including capital and workers, is in charge of executing works or services on behalf of a contractor-employer. The provisions relating to contractors are also applicable to contractor-employers in respect of subordinates.

5.- The contractor-employer shall be jointly and severally liable toward the workers for the contractor's compliance with obligations arising from the execution of the work or service, where such site or service is of direct relevance to the activities of the contractor.

6.- The Ministry of Labour and Social Security may order that the contractor's workers benefit from the same legal rights and advantages as those obtained by workers who directly perform tasks analogous for the contractor-employer, the work or service, when they consider it equitable and feasible.

7.- The contractor-employer may withhold part of the price agreed with the contractor to guarantee the payment of salaries and other workers benefits to the contractor until it confirms that such payment has been made.

8.- The temporary work agency is the company regulated by special law, which recruits workers in its own name, in order to make them available to a third party, which directly uses its services, determines its tasks and supervises their execution.

Workers can only be made available to a client, for up to six months, for a given work or service, or to replace workers entitled to a reserved job, or to meet market circumstantial requirements, accumulation of tasks or excessive demands.

Where upon completion of the mandatory six-month contract of availability, the worker continues to provide services in the client company, they are deemed bound to it by a permanent contract (Article 9.2 of the Law No. 5/1999, regulating Temporary Work Agencies).

9.- Without prejudice to the provisions of the Special Law, which regulates Temporary Work Agencies, the services user shall in addition comply with obligations regarding salaries and Social Security, contracted with the worker during the term of contract of availability but the employer shall be liable towards these workers, where the contract of availability had been made in fraudulent evasion of the Law.

10.- The Ministry of Labour and Social Security shall supervise to ensure that the use of intermediaries, contractors and temporary work agencies is not to the detriment of the workers' legal rights.

Article 16.- Recruitment of Temporary workers.- 1. Shall be deemed temporary worker any person who was recruited to provide services, or accomplish tasks specifically defined by their temporality, or which are held only at certain times, seasons or repetitively, even in irregular cycles. These workers shall be recruited by means of special fixed-term, discontinuous contracts, which shall be suspended during periods of interruption of activity or service.

2.- Notwithstanding the aforementioned, the suspension shall only affect the employer's obligation of remuneration, and the worker's provision of service, maintaining all other obligations of the parties as such.

3.- The employer is obliged to incorporate the temporary worker in their activity upon occurrence of the event or at the time or season expected.

4.- Salaries of temporary workers shall be equal to the aliquot portion of the fixed salary of any worker within the same professional category, and shall fully enjoy all rights under this Law, and other concurrent laws.

Article 17.- Contracting of Piece-rate Workers.- Shall be considered piece-rate work, the activity defined for an execution of a work basis or service on time, calculated per unit of work, or piece created, when taking into account the complete work carried out by the worker, without regard to the time to execute it. The contract on a piecework basis shall not be subject to the statutory time limits nor confer any right acquired upon the worker, and expires at the conclusion of the work or service contracted.

2.- When the contract on a piecework basis was signed by unit time, it shall have a maximum duration of thirty days, renewable for a period of the same duration; where at the expiration of that period, the worker continues to provide their services, unless otherwise proved, he shall be presumed to be bound to the employer by a special fixed-term discontinuous contract.

3.- When a worker was recruited on a piecework basis of continuous form or on more than two consecutive occasions for the realization of an activity or similar activities of a temporary nature by the same employer, they shall be deemed bound to this employer, in the terms of the above paragraph.

4.- Salaries of piece-rate workers shall be fixed by the parties, and may not be less than the corresponding salaries per unit time in the same work, paid to any permanent worker within the same professional category.

5.- Upon the recruitment of piece-rate workers, the employer must deposit with the Social Security an economic amount, to be set by the INSESO as allowance for assistance in case of accident during the contracted work. Upon failure to comply with this requirement, the employer shall bear the expenses of treatment of the worker, until complete recovery.

6.- Where, as a result of any kind of accident, the worker suffered from any disability or were to die, this shall be dealt with under in the same terms, determined by the law on permanent workers.

Article 18.- Agreement of Provision of Services.- The agreement for the provision of services is the agreement signed between two natural or legal persons, or between a natural person and a legal person, for the provision of professional services, without any employment or subordination relationship between the two, or in general, the relations in which the defining characteristics of the employment relationship are missing, such as dependency, whose remuneration shall be fixed by mutual agreement by the parties, and is extinguished upon conclusion of the work or service contracted.

Article19.- Working for Groups of Companies.- When workers provide services simultaneously or successively to various undertakings making up an economic unit, or a group of companies, even if they have different legal personalities, their rights under the contract of employment and this law shall be determined by taking into account this reality, and may exercise them indiscriminately, against each of those companies that have recruited them or against the highest representation of the set of companies.

Article 20.- Replacement of the employer.- 1. The replacement of the employer does not affect the current contract of employment. Therefore, when an undertaking or part of an undertaking is transferred

from one employer to another, and maintained by the latter in the exercise of the same activity, workers of said undertaking or part of undertaking are entitled to continue their employment without any change in their working conditions. However, workers are equally entitled to be considered dismissed without a just cause when the transfer may mean a loss for them, according of The Ministry of Labour and Social Security.

2.- The employer replaced shall be jointly liable with the new employer for the obligations arising from the agreement or the law, born before the date of replacement, for a term of six months and after this period, the sole liability of the new employer shall remain, such term in respect of the worker concerned, shall begin from the date of the final judgment or its equivalent, and during that time, the decision may be enforced indiscriminately, upon the replaced or replacing party.

Article 21.- Existence, Form and Proof of the Contract of Employment.- 1. The existence of the employment contract, irrespective of its form, and the denomination assigned to it by the parties, emerges from the facts. In this regard, in order to establish the existence of the contract of employment, the competent authorities shall preferentially take into account the reality of the provision of service and the terms under which it was agreed upon by the parties.

2 - The employment contract must be extended in writing.

3 - In case of breach of the provisions in the preceding paragraph, and without prejudice to the sanctionary penalties that were handed down,, the employer must be particularly diligent to provide the labour authorities and the worker themselves with all documentation and other items on the worker's provision of services, in addition, the employer would fully bear the burden of proof in case of dispute as to the work relationship, and any doubt arising from the interpretation of any clause or contract of employment as a whole, shall be interpreted in the manner most favourable to the worker.

Art. 22. Employment of Workers. The labour authorities shall promote productive and freely chosen employment. To this effect they shall keep a record of supply and demand of employment, to provide the proper counselling to employers and workers in respect of placements and shall include market studies to make appropriate decisions and shall be at their disposal to provide them with assistance in the preparation of employment contracts, and inform them of their statutory rights and obligations

Article 23 - Drafting and Study of Contract of Employment - Labour authorities shall ensure that the recruitment of workers may not be to the detriment of the statutory rights; to that effect they shall proceed to the verification of all conditions of the contracts of employment, carried out by determining their background where applicable, through for a stamp of approval.
Upon recruiting, the employer shall include in the contract form, a functional box defining all the circumstances, activities and functions that relate to the employment for which the worker was hired.

Article 24.- Employment information. Employers shall send every three months to the labour authorities a detailed account of the number and name of their indicating their position and their salary, recruitment, layoffs, changes in the modalities of performance of their duties, covenants and agreements signed with their workers, and other working conditions, notwithstanding the obligation to immediately inform the occurrence of any work-related accident.

TITLE 3
RIGHTS AND OBLIGATIONS OF THE PARTIES

Article 25.- General Criteria 1.-The contract of employment is binding, with regards to what is expressly agreed and the consequences arising from it according to the good faith, equity, practices or the Law.

2.- In the absence of further details in the contract, it is understood that the worker must provide services that are compatible with their strengths, skills, status or condition and are of the same type as those forming the object of activity of the employer; and that the latter should pay compensation equal to the current minimum in place for works of equal value, whatever the condition of the worker may be.

Article 26.- Rights of the Employer Within the limits specified by this Law, its Regulations, Collective Agreements and Individual Contracts of Employment, , employers have the following rights:

a) To organize direct, and managing the work in its establishments or in any other place.

b) To organize itself to defend its own interests, forming unions of employers or associations of employers, in accordance with the provisions of this Law and other relevant provisions.

c) To request before the respective authority, the collection of debts or the effectiveness of the liabilities of its workers based on lack of performance of the contract of employment or plea stated in this Law.

d) To proceed with the closure of establishments and suspension of work, in such form and manner authorised by Law.

e) Ownership of product of the work contracted.

f) Ownership of inventions made in the company, workshops or workplaces, in which the process, facilities , methods and procedures of the employer were mastered and of those realised by workers recruited especially to study and obtain them.

g) To establish schedules and change them within the margins established in this Law.

h) To define, assign and vary the workers' tasks, according to their professional categories, qualifications and experience , provided that this does not mean a fundamental change in the Terms originally agreed .

i) To disclose standards and internal rules, approved by the Ministry of Labour and Social Security, on subjects such as organisation of work, hours of operation of the company, inputs and outputs control, circulation in the business, health and safety of workers and disciplinary procedures.

j) All other rights accorded to them by Labour laws or regulations of Labour, provided that they are in accordance with this Act and the International Conventions ratified by the Equatorial Guinea.

Article 27 Obligations of the Employer

It is the duty of the employer:

1. To give effective occupation to their workers;

2. To pay the agreed remuneration, in the conditions, times and places agreed in the contract, laid down in labour laws or regulations and collective agreements, or in the absence of such texts according to the customs.

3. To Provide the workers the implements, the tools, instruments and items needed to carry out the work convened, which shall be of good quality and suitable for the work, and must be replaced as soon as they are no longer efficient.

4. To provide, a safe place for the custody of the tools and of the worker.

5. To compensate workers for the loss of their own tools, when entrusted to the custody of the employer, they are lost or damaged.

6. To refund workers of the duly authorized expenses that they had made during and for their work and that were required for the execution of such work.7. To grant Leave to workers to fulfil their personal obligations imposed by laws or governmental provisions, without them imposing on the employer an obligation to offer in these cases, more than two pay days in each calendar month, and in no case more than fifteen days in the same year.

8. To granting Leave to trade union board members for the performance of the necessary activities in the exercise of their duties, without being required to remunerate them for this act.

9. To ensure due consideration towards the workers, respecting their human dignity, and abstaining from mistreat them verbally and/or physically.

10. To issue freely to the worker at their request, a written statement on their services.

11. Observe the best practices and morality during working hours

12. To comply with the internal rules.

13. To address the justified complaints of workers.

14. No to retaliate against the workers for appealing before the authorities in defence of their labour rights and in matters related to safety and hygiene at work

15. To refrain from carrying out the occurrence and prevent any such act or fact that could cause a physical or moral damage to the workers at their service.

16. To adopt, in accordance with laws and regulations, the appropriate measures in industrial and

commercial establishments, to create and maintain the highest standards of health and safety at work measures preventing, where possible, occupational hazards.

17. To train the worker to provide assistance in case of accidents and in matters of safety and hygiene at work.

18. To promote and ensure the hygiene health and safety of workers in the execution of their work activities.

19 The health and safety measures may not involve any economic charges for workers, but are the sole responsibility of the employers.

20. To facilitate practical training in health and safety of workers upon employment, or during a change of job, or when they have to apply a new technique, or use new substances that may cause risks for the worker, or for their colleagues or others; in any case, employers shall take care that no worker is exposed to the action of physical conditions or , chemical, biological, environmental agents or any other nature, without being warned of the damage of which their health could suffer and the means to prevent such damage.

21. To make sure that workers undergo medical examinations every six months, at the expense of the company.

22. To provide workers, with protective clothing and equipment appropriate to prevent risks of accidents or adverse health effects.

23. To evaluate, fight against avoid and prevent work-related risks, accidents and diseases.

24. According to the type of risk to which the workers are exposed, the chances of medical public assistance and economic resources of the employer, as determined by the labour authorities, to make available a medical, paramedical and pharmaceutical service to provide care to their workers.

25. To communicate without delay to the Institute of Social Security in accordance with the procedure established for that purpose, work-related diseases, or occupational accidents, and any other pathological conditions that combine in the work environment, and keep on an adequate record thereof.

26. To investigate the causes of accidents of work, and occupational diseases, to adopt appropriate preventive measures.

27. To take due note of the proposals drawn up by workers about the environment and the working conditions, and take any necessary action .

28. To encourage the participation of the workers in the Health and Safety Committees.

29. Set the conditions and methods of work and production that have less negative impact on the hygiene, safety and health of the workers.

30. To ensure compliance with the provisions on prevention and protection at work.

31. To collaborate with the health authorities for the eradication of local endemics.

32. To report to the Ministry of Labour and Social Security, on work-related accidents and occupational diseases of which workers who are victims, causing more than three days of incapacity within eight days after the declaration of the disease and according to the procedure established in the relevant regulation.

33. To comply with the other obligations imposed by Labour laws or regulations.

Art. 28. Rights of the Worker. Workers have the following basic rights, with the content for each of them establishing specific legal or contractual rules, :

1. To work and choose a profession or occupation.

2. To an effective occupation.
3. Not to be discriminated against in any way and for any reason whatsoever.
4. To the promotion and professional training at work.
5. To their physical integrity, rest and to be able to work in good conditions of hygiene and safety.
6. The respect of their privacy, and due consideration to its dignity.
7. To the perception of the agreed or legally established remuneration on time.
8. To exercise the actions arising from the contract of employment.
9. Of professional association.
10. Of collective negotiation.
11. To enjoy mandatory leave, established by Law;
12. To receive the indemnities and other benefits provided under the Law, by way of the Social Security;
13. To enjoy a dignified and decent existence and fair conditions for the development of their activities.
14. To receive vocational and technical education to improve their skills and knowledge applied to the efficient development of production.
15. To copyright on inventions that were born from their personal activities during work and that cannot be classified as inventions of exploitation or service.
16. Job stability according to the characteristics of industries and professions and legal causes for dismissal.
17 To organise themselves in defence of their common interests, constitute trade-unions or professional associations, federations and confederations, or any other form of legal tender association, or association recognized by law.
18. To go on strike in the manner and conditions established by law
19. To choose in accordance with the Law, arbitrators or conciliators to peacefully resolve conflicts , between the employer and themselves.

20. The other rights, provided under Labour laws and regulations, provided that they are not contrary to the provisions of this law.

Article 29.- Obligations of the Worker
It is the duty of t worker:

1. To personally perform contract work, under the direction of the employer or its representatives, under whose authority they shall be, for all matters concerning the work stated, with the appropriate efficiency, intensity and dedication and in the form, time and place agreed upon;
2. To comply with the provisions of the Labour regulation and fulfil the orders and instructions given by the employer or its Representatives, according to the established organization.
3. To adopt a good conduct, good ethics and prudence during work.
4. To refrain from any act that may pose a danger to themselves and their own safety and that of their colleagues or third persons' as well as in establishments, workshops and places where work is carried out.
5. To provide assistance, in case of loss occurring at the work place, placing in imminent danger, the person or interests of the employer or their colleagues.
6. To work exceptionally, more time than the time agreed for a standard working day,when circumstances require so for the smooth running of the company, in such case they shall be entitled to the increase of remuneration it legally corresponds to the employer.
7. To return the unused materials, and maintain in good condition work tools and instruments of work delivered for the latter, not being responsible for the deterioration that could arise from the natural and proper use of these objects, by acts of God, force majeure or of a previously poor quality or defective construction.
8. To report promptly to the employer or their representatives comments likely to produce damage and harm to the interests and life of employers or workers.
9. To maintain strict confidentiality of technical trade or the manufacture secret and of products, whose elaboration they participate in directly or indirectly, or of which they know due to their work, as well as administrative matters whose disclosure could cause harm to the company. This obligation also applies after the termination of the contract of employment, except where such knowledge includes the acquired competencies or considers the vocational training of the worker.
10. To serve with loyalty the company, work, refraining from harmful competition towards it.
11. To respect the preventive measures of hygiene imposed by the competent authorities or inform the employer or its representatives for the safety and protection of the personnel or community of the workers.
12. To go to work regularly and on time and inform the employer, in case of absence for justified reasons, or explain in due course the reasons that may have motivated some absence.
13. To use properly, the instruments of work and materials supplied by the employer.
14. To comply with other statutory obligations.

Article 30. – Workers' Prohibitions

Shall be prohibited to workers:

a) Be absent from work without justified reason, or without permission from the employer.

b) Decrease intentionally the pace of the work, suspend its performance by remaining in post or incite its arbitrary suspension, provided that this is not due to a declared strike, in no case should leave the workplace.
c) Use instruments, materials and tools supplied by the employer, for a purpose other than the one ordered by the employer or for the benefit of strangers.
d) Report to work intoxicated or under the influence of drugs, narcotics or in any other abnormal condition.

e) Carry weapons of any kind, unless required by the nature of their services.
f) Carry out collections or subscriptions at the workplace without the permission of the employer, whenever that interrupts work activities.
g) Limit the freedom to work or not to work and develop any kind of propaganda during working hours, and within the establishment
h) Organize, or carry out any non-salaried activity or function, , during working hours, and in the workplace

TITLE IV
PROVIDING SERVICES

CHAPTER I
ENVIRONMENT AND WORKING CONDITIONS, GENERAL GUIDELINES

Article 31.- The Government shall design and implement gradually and realistically a policy of health and safety of the workers and to improve the environment and working conditions, appropriate to the capacity of the country . In order to achieve these objectives, it shall offer training to the employers, the workers and professional organisations, the discussion between them, the promotion of concrete improvement measures, the monitoring of compliance with statutory norms, including the establishment of procedures for investigating work-related accidents, and the compilation of statistics on occupational accidents and diseases.

Article 32.- The work shall be provided in an environment and conditions of such nature that:

a) They allow the normal physical and social development of the workers as well as the independence of their ethical and civic consciousness.
b) They provide workers with enough free time to rest, to undergo training, to enjoy recreation and social life.
c) They tend to protect them against occupational accidents and diseases

2 - The worker, when providing professional services, shall be entitled to an effective protection in respect of health and safety and hygiene at work.

Article.- 33 The employer must take the necessary measures for the work to be performed under the conditions specified in paragraph 2 of the preceding article and to provide adequate medical , pharmaceutical and hospital care in case of occupational accident or serious deterioration of the health of any worker during his presence on the work place . The employer shall take special care when its personnel includes minors, pregnant women, or disabled workers, or when its personnel need to perform dangerous or unhealthy work.

The workers are required to faithfully comply with the standard safety rules, and they have also the right and obligation to participate in the formulation and application of the latters.

Article 34.- Prohibitions for the Employer and their Representatives Every employer and its representative are prohibited to;

a) To deduct, withhold or offset any amount of salaries and cash benefits that apply to workers, unless in the manner and within the limits established by law sum
b) Require or accept from workers money or other consideration as compensation for them to be allowed to work or for any other reason relating to the conditions of such work.
c) Require or encourage the workers to buy their consumer goods in specific shops or locations.
d) Influence their political, religious or trade union beliefs.
e) Collect any interest from workers, whatever was the anticipated amount on account of salaries.
f) Oblige workers, by coercion or by any other means, to withdraw from the trade-union or union association to which they belong.
g) Utilise the black list system, whatever its form, against workers and against workers who retire or whose services are dismissed in order to prevent them from finding employment.
h) Withhold against his will, the tools or property of the worker by way of indemnity, guarantee or other title that does not transfer ownership.
i) Carry out or authorize collections, or obligatory subscriptions at the workplace
j) Manage the workers intoxicated or in abnormal conditions, under the influence of drugs, narcotics or other causes.
k) Carry weapons within the workplace or enclosed working places, except by special permission, to this effect.
l) Perform any other act, which directly or indirectly restrict the rights provided to workers by this law and other laws and regulations.
m) Conduct any form of harassment, consisting of threats, pressure, harassment, blackmail or touching of a sexual nature towards a worker of either gender, by the employer's representative, heads of the company, or any hierarchical superior.

Article 35.- Measures in the Workplace.-
-1. Employers shall make sure that:

a) workplaces have the necessary width and height for the workers to move about, and the production requirements or services to which they are dedicated;

b) Those provide the same appropriate conditions and sanitary, including drinking water, as well as an emergency kit;

c) In such places, hazardous substances are stored in safety conditions and the waste and residues do not accumulate.

2. - The introduction, sale and consumption of alcoholic beverages is prohibited in the workplace, and so is its fabrication in companies that do not have such a corporate purpose.

3. - Workers may not sleep on work premises without formal approval of the competent labour authority, due to the characteristics of the company, in which case the employer shall provide for appropriate accommodations.

4. - When the personnel is allowed to eat in the establishment, it shall have an adequate place for this purpose, which shall be separate from the workplace. Canteens, changing rooms and toilets should be kept in optimal hygienic conditions.

5. - Every workplace must be provided with seats with backrest, in sufficient numbers for use by each employed worker, when the nature of the work permits it.

6. - The personnel shall be entitled to occupy their seat during breaks as well as during work, if the nature of the latter does not prevent it.

Article 36.- Unhealthy Work -1. Are considered unhealthy works that may damage the health of workers, because of the equipment or procedures employed, the materials used, produced or issued, the solid, liquid or gaseous residue which they generate due to the storage of toxic, corrosive, flammable, radioactive or explosive substances; or due to a lack of information or training of the workers.

2.- Employers shall take measures to:

a) Equip machinery with protective devices;

b) Replace the substances, operations, or other dangerous techniques with more appropriate ones;

c) Prevent the moving of harmful substances, or make sure that it is done in safe conditions;

d) Protect workers against dangerous radiation;

e) Provide for the execution of dangerous jobs in faraway and properly conditioned places;

f) Install and use mechanical devices for the evacuation or ventilation, or any other appropriate means for removing dust, smoke, gas, fibres, fog or noxious fumes, where it is not possible to prevent the exposure of workers to those substances.

Article 37.- Authorized Weights 1.- the use shall be limited in ports, docks and, in general, in every work place, of sacks, bales or tools for transportation of goods, loaded or unloaded, by hands, of a weight greater than 50 kilograms.

2.- The bags, packages and loads that workers must carry with them in one go, at distances up to one hundred meters, they may not weigh more than 50 kilograms. The transport of greater weights must be done by mechanical means. When employing women, in works related to the transport, loading or unloading of packages, their weight must not exceed 35 kg.

3.- Any burden or object whose gross weight is one thousand kilograms (one metric ton) or more, to be transported by sea or via inland route, must have permanently and clearly marked its weight on its outer surface. In exceptional cases where it is difficult to determine the exact weight, a rough estimate can be indicated.

Article 38.- Medical Examinations Workers Exercising dangerous jobs or in the handling, manufacturing or shipment of food products for consumption must undergo periodic medical examinations

Article 39.- Investments In order to promote the improvement of the working Environment and working conditions, the competent authorities shall provide or manage credit facilities to employers for investments aimed at preventing of work-related risks and at the welfare of workers. Such investments may in turn be subject to full or partial discharge in taxation.

Section 40.- Facilities The projects and the construction of work premises , or modification of existing ones, shall be submitted for the consideration of the labour authorities, who shall verify whether they meet favourable conditions in accordance with the provisions of this Law. Shall also be submitted for their consideration, also, for the same purpose, the import, construction and installation of machinery and equipment that can present any risk for the health or the life of the worker.

Article 41.- Health and Safety Committees

1.- Health and safety Committees shall be created , intended for advice employers, workers and the Labour authorities, regarding the implementation and development of the rules of the working environment and working conditions and to monitor their compliance.

2. - The health and safety committees may be created at a national, provincial, local or corporate scale. They shall be composed of two workers' and employers' representatives and by a labour inspector, who shall be the chairman. For the designation of representatives of employers and workers, their most representative organisations shall submit a list to the labour authorities; in the absence of such organizations, the candidates shall be freely chosen by employers and workers.

3. - Workers members of the health and safety committees shall have facilities for the performance of their duties at their disposal. In addition, they shall enjoy stability while carrying out such duties and up to three months after accomplished these duties, without prejudice to the rights recognised under this Law to the employer in disciplinary matters.

CHAPTER II
PROFESSIONAL RISKS

Article 42.- Responsibility for Professional Risks.

1.- Employers are required to register with the Institute of Social Security and affiliate all their workers, apprentices included.

2.- The employer is responsible for the occupational accidents or diseases or illnesses of their workers, apprentices includes, when, for any reason, they had not registered with the Institute of Social Security or had not complied with its obligations regarding said Institute.

The Institute of Social Security may, in any manner, provide the corresponding benefits to workers or their beneficiaries, but in this case the employer shall repay up to the amount set by the Institute.

3.- The employer shall be equally liable, before civil and criminal courts, for occupational accidents or diseases that befall on their workers due to its negligence to, even when they are covered by social security.

Article 43.- ACCIDENTS AT WORK. 1.- A work-related injury is any functional, bodily injury, permanent or temporary, immediate or subsequent, or the death, resulting from the sudden violent action of an outside force that can be determined and occurring in the course of the work, due to the worker while working or during sessions ; and any internal injury determined by a violent effort, occurring in the same circumstances.

2. - Is also considered a work-related accident any accident that befalls on the worker:

a) While executing the employer's orders of, or providing a Service under its authority and related to their work, even outside of the work place and working hours;
b) During the course of a justified interruption or break of the worker, in the workplace or in the premises of the company, establishment or exploitation;
c) By the action of a third party or by an intentional action of the employer or a colleague, during the execution of their work;
d) While travelling from their home to their work place where they perform their work, or vice versa, within a reasonable time route.

3.- Shall not be regarded as an accident at work:

a) The one that shall be provoked intentionally by the victim or their beneficiaries, or the one that shall be a consequence of a criminal act of the injured;
b) The one that is caused by force majeure, without any relationship to the work.

Article 44.- Occupational Diseases

1. An occupational disease is any pathological state, which occurred suddenly or by slow progress as a consequence of the work, or because of the conditions in which it is carried out.

2. Is also considered occupational disease all injury, illness, functional disruption or aggravation that is subsequently suffered by the worker, as a result of an accident at work or of an occupational disease.

Shall be considered occupational diseases in any case the diseases and poisonings caused by the substances in the list below, when these affect the workers from the industries, professions or stated activities, included in said list and result from the work in a company subject to the Law:

LIST

List of occupational diseases and toxic substances in corresponding industries or activities.

1. **Poisoning by lead, its alloys or compounds, with the direct consequences of said poisoning**

a) Treatment of minerals containing lead, including lead ashes in the factories Zinc is obtained.
–b) Fusion and casting of the old zinc and lead into bars.
c) Manufacture of objects of cast lead or lead alloys.
d) Polygraphed Industries.
e) Manufacture of lead compounds.
f) Manufacture and repair of accumulators.
g) Preparation and use of enamels containing lead

h) Polishing by means of lead files or lead powder
i) Painting works that include the
preparation and manipulation of coating substances, putty or dyes containing lead pigments.

2. **Poisoning by mercury its amalgams and compounds, with direct consequences of said poisoning.**

a) Treatment of mercury minerals.
b) Manufacture of mercury compounds.
c) Manufacture of measuring and
laboratory devices
d) Preparation of raw materials
for headgear.
e) Fire gilding
f) Use of mercury pumps in the manufacture
of incandescent lamps.
g) Manufacture of pistons with fulminate mercury.

3. Anthrax Infection
a) Workers who are in contact with
Animals with anthrax

b) Handling of animal waste.

c) Loading and unloading or transport
of goods.

4.- Silicosis with or without pulmonary tuberculosis whenever silicosis is a factor in causing the disability or death.

a) Industries or activities that the national legislation, considers, to be exposed to the risks of silicosis

5. - Poisoning by phosphorus or its compounds with the direct consequences of this poisoning

a) All operations of the production, release or utilisation of phosphorus or its compounds.

6. - Poisoning by arsenic or, its compounds with the direct consequences of this poisoning

a) All operations of production, release or utilisation of arsenic or its compounds.

7.- Poisoning, caused by the benzene or its homologues, its derivatives, and amines, with direct consequences of this intoxication.

a) All operations of production, release or utilisation of benzene or its homologues or its nitro and amino-derivatives.

8.-Poisoning, caused by halogenated derivatives of heavy hydrocarbons:

All operations of production, release or utilisation of halogenated derivatives of heavy hydrocarbons, as indicated by Labour legislation.

9. Pathological disorders caused:

a) By radioactive Substances

b) By X-rays

All operations which expose the worker to the action of radioactive substances, or x-rays.

10.- Primitive Epithelium of the skin.- Handling operations or use of tar, pitch, bitumen, mineral oils, paraffin oils or of compounds, products or residues of these substances.

Article 45.- Disabilities.- For purposes of compensation for occupational accidents or occupational diseases, five kinds of disabilities will be considered, temporary disability, partial permanent for the normal profession, total permanent for all the normal occupation, permanent, for all work, and severe disability

Article 46.- Temporary Disabilities.- Shall be considered a temporary disability any injury, which is not cured within a period of one year and that prevents the worker from carrying out their work, which they were doing at the time they suffered the injury. The temporary disability becomes permanent, if after one year the worker still hasn't been cured.

Article 47.- Partial Permanent Disability.-
Shall be considered as partial permanent disability for the normal work the reduction of the original work capacity caused by occupational risk and reputed incurable or of unforeseeable duration.

Article 48.- Total Permanent Disability.- Shall be considered as total permanent disability, for the normal work, the consolidated effect of occupational risks that render the worker permanently unable to perform their normal work or equivalent that corresponds to their experience, training and common occupation.

Article 49.- Absolute Permanent Disability.- Shall be considered as absolute permanent disability, what prevents the worker to exert any kind of paid work.

Article 50.- Severe Disability.-. Shall be considered as severe disability when the worker is unable to perform, drive or carry out the essential activities of a person's normal life.
Article 51.- Benefits for Risks. 1. The benefits granted by the Institute of Social Security regarding disability, or death, shall be paid by monthly instalments due, from the day on which the worker's disability is established or when their death occurs.

2. The Social Security Institute will be able to convert the benefits referred to in paragraph 1 in a sum representing their current value, payable immediately, provided that this conversion is previously authorized by the labour jurisdiction and have some of the following purposes:

a) To pay for the retraining of the injured worker;
b) To acquire in favour of this a personal or real property;
c) To install a workshop, industry or business for the operating of the injured possesses the necessary capacities;
d) To cover the cost of travel, if this is about a foreigner wishing to leave the Republic of Equatorial Guinea definitively.

Article 52.- Guarantee and Preference.- 1.The compensations and Social Security and those payable by the employer for occupational risks may not be assigned, compensated or encumbered, nor will they be liable for seizure except when their amount is determined by the Law.

2. The credits that the compensations mentioned in paragraph 1, grant to the workers, or to their dependents, will beneficiate from the same preference That this Law provides regarding the workers' remuneration.

Article 53. - Presumption of Death.- If as a result of an accident at work a worker disappears with no certainty of their death and no news of them within thirty days after the event, their dependents shall be entitled to claim the corresponding compensations, notwithstanding, if appropriate, in the event that the worker is proved to be alive.

Article 54.- Occupational Risks. Benefits.- In case of a work-related accident or an occupational disease, the worker is entitled to collect until their recovery, a declaration of permanent labour incapacity, or until their death, the following Social Security benefits :

a) The necessary medical, surgical, hospital assistance and the supply of medications and other therapeutic means required.

b) The prescribed accessories to aid medical treatment which serve to ensure its success or to mitigate the consequences of the injury or illness.

c) The prediction, repair and normal renewal of orthopaedic appliances that are necessary in the doctor's opinion and in accordance with the competent labour authority;

d) The transfer and hospitalization expenses of the victim, as well as those involving accommodation and boarding when the victim must be treated and living in some place other than their usual place of residence or workplace.

e) The rights contained in this Article shall be recognized in accordance with the provisions of Article 40 of this Law.

CHAPTER III
WORKING TIME AND BREAKS

Article 55.- Day and Working Week.- 1. The duration of the legal working week in Equatorial Guinea is eight hours per day and forty-eight hours per week, if during daytime; six hours per day and thirty-six per week, if during night time; seven hours a day and forty two per week, if mixed, subject to the exception provided in this article. For offshore jobs, the minimum duration of the working day will be twelve hours of which eight are regular and four are extraordinary.

2. - Shall be considered working hours, the time during which the worker is at the disposal of the employer. Shall be part of this day the meal time and the break that will be one hour unless otherwise agreed between the worker and the employer. When the interruption of work for breaks or meal exceeds two hours, it will be considered part time working day and, unless otherwise agreed, this period is not taken into account as part of the working day.

3.- Shall be considered as daytime the day of work accomplished between 6 am and 6 pm; shall be considered night-time, the work accomplished between 6 pm and 6 am; and it's mixed, the one which includes daytime and three night-time hours; shall be considered night-time when exceeding these three hours.

4.- The provisions of paragraph 1 of this article shall not apply to the following workers:
a) The workers who hold managerial positions.
b) The workers who develop discontinuous tasks or jobs that only require their presence.

c) The workers who are employed in domestic service, as well as the workers performing functions which by their nature are not subject to fixed working hours.

d) The workers' working day referred to in this paragraph shall not exceed 12 working hours, unless otherwise agreed with the employer

5. - The employer and his workers may agree to establish a half-day break during the working week. In which case, it may prolong the workday by one hour the other days, up to the maximum allowed for the week.

6.- When the work is performed by teams, the working day's duration may be extended beyond the limits set in paragraph 1, provided that the average working hours, calculated for a period of three weeks or shorter, does not exceed eight hours a day or forty-eight hours a week.

7.- The working hours for child labour shall be six daytime hours, distributed so as to allow adequate breaks, meal breaks and the fulfilling of school obligations or vocational training.

8.- The labour authorities, after listening to the professional organizations, when they exist, may reduce the working day if the works are dangerous or unhealthy, or particularly demanding, or likely to cause premature aging of the person.

9.- The day of six hours for child labour, six hours night-time work and seven hours mixed working time will be paid the same as an eight-hour working day, for the purposes of calculating the minimum legal salary.

Article 56.- Overtime.- 1. The working day may be extended by two hours daily, with the aim to perform preparatory or complementary work which must necessarily be carried out outside normal working hours, or to allow the employer to address an unusually increased amount of work. The regulation shall establish in detail the scope of exceptions, after consulting with the professional organizations, when they exist. In any case, except in accordance with cases provided by the Law or a special agreement, the provision of overtime services shall not be mandatory.

2.- The working day may also be prolonged without taking into account the limits laid down in paragraph 1, in the event of recent accidents occurring, as emergency work to be performed on site, or in cases of force majeure, but only in order to avoid a serious disturbance of the normal functioning of the company.

3.- For workers in the oil industry and other similar services, the total amount of overtime working will be totalized monthly or at every tide, nevertheless the agreement between the worker and the employer will prevail.

4.- Overtime working hours at night time is forbidden, except in specific cases and activities justified and expressly authorized by the Ministry of Labour and Social Security.

5.- Pregnant women shall not work overtime, or take jobs that are inadequate or harmful to their condition.

6.- Overtime working hours shall be recorded daily and will be totalled weekly. Weekly summary information will be provided to the worker on the payment slip, and to the Labour Inspectorate in the corresponding form.

7.- Overtime working hours shall be paid with a surcharge of 25% of the salary corresponding to the ordinary time, in any daytime period, and 50% of this regular salary corresponding to any night time period, or in the case of an extension of mixed working time during a night time period.

Article 57.- Daily And Weekly Rest.- The workers have the right to take the following breaks:

a) One hour during normal working hours, without working for more than five continuous hours, the Ministry of Labour and Social Security may authorize the reduction of rest time to half an hour, taking into account the nature of the work and the advantage of advancing the end of the working day.
b) A minimum of twelve hours, between the end of a working day and the beginning of the next one.
c) One day of rest, preferably Sunday, if they have worked for at least six consecutive days.
d) During legally recognized national and local public holidays.

Article 58.- Exceptions. 1. Companies shall be closed on Sundays and legally recognized public holidays. Companies or establishments that, on the grounds of public interest or for technical reasons, must be kept active during some or all of those days are excluded from this provision, in accordance

with the approval by the government after listening to professional organizations, when they exist, or according to custom.

2.- When a worker provides his services during his weekly rest day he shall be entitled to a compensatory rest day the following week.

3.- The work performed on weekly rest days or national or local public holidays shall be paid at a minimum raise of fifty per cent of the normal salary for an ordinary working day, without prejudice to the workers' right to take another day off.

Article 59.- Leave.- 1.The workers, with prior notice and justification, may be absent from work for three days on Paid Leave in case of illness, period after which the company shall cease to remunerate the worker, passing him on to Social Security.

2.- The employer shall provide the worker, at their request, with prior notice and/or justification, 15 days leave with full payment for marriage, 3 days on the birth of a son, 3 days in case of change of habitual residence, as long as where it is not because of an accident, in which case the license shall be extended for a maximum period of 7 days, 10 days in case of death of the spouse, child, parent, and 7 in the case of grandparents, in-laws or siblings. Also, the workers shall enjoy paid leave to fulfil obligations imposed by the Law, or licensed by the competent authorities, but the employer shall not be liable to compensate the worker for this reason for more than two days per month and in no case for more than fifteen days per year.

3.- Women will stop working from six weeks before delivery, or for a longer period in case of error in the calculation of the probable date of delivery, and up to six weeks afterwards, by presenting the relevant medical certificates. In case of illness that, according to a medical certificate, is a result of pregnancy or childbirth, the women shall be entitled to additional leave or an extension of postnatal leave, respectively, the duration of which shall be established by the competent authority.

4.- As long as they are still breastfeeding, the female workers are entitled to two daily paid breaks, one hour long each, to breastfeed their children at the moments set by the workers themselves.

Article 60.- Working Time.- Each employer shall provide notice via the means of posters placed in a visible location in the establishment or other convenient place, or in any other form approved by the competent Labour authority, the hours at which work begins and ends and if the job is performed by teams, the hours each team begins and finishes; shall be indicated in the same way the days and the hours of leave, including the ones taking place during working hours and which are not considered a part of the working time. Posters and other means of information should be pre- approved by the labour authorities.

Article 61 - Holidays.- 1.The worker has the right and obligation to enjoy thirty days of paid holiday for each year of uninterrupted work. After ten years of work, the holiday period will increase at the rate of one day per every two years of service. The employer and the worker may agree on breaking up the authorised holidays recognised by this Law, to a maximum of two periods per year.

2.- Shall not count for the purposes of annual leave:

a) The days which have been declared public holidays declared by Law.

b) Absences due to illness duly justified.

c) The days of authorised absence duly recognised by this Law.

3.- The days of unexcused absences shall be deducted from the days of annual leave unless the worker has worked off the entirety of the unexcused absence.
4.- Shall be considered null and void any agreement that relinquishes the right to annual leave or waiver thereof .
5.- When the contract of employment ends before the worker has acquired the right to annual leave, or having acquired it but not having enjoyed it yet, they shall be entitled to the payment of remuneration by concept of holiday, proportional to the entire month or a fraction of a month during which they worked.
6.- If the termination of the contract of employment occurred because of the worker's death, their dependents shall be entitled to a compensation equal to the remuneration mentioned in the previous paragraph.

TITLE V
COMPENSATION

ARTICLE 62.- Compensation and Salary.- 1. Shall be understood as salary, the remuneration or earnings, whatever their designation or their calculation method, provided that they can be valued in money, owed by an employer to a worker for work or services rendered or to be rendered, and for computable break and work periods .

2.- Unless proved otherwise, shall be assumed to be part of the salary all financial compensation received by the worker from the employer, including fixed gratuities in time and quantity .

3.- Shall not form part of the salary:

a) The amounts paid in respect of allowances and travel expenses, if the worker is accountable to them, and in general expenses necessary for the execution of the service or realisation of the work.

b) The occasional bonuses, unrelated to the provision of services, which the employer voluntarily gives to some workers for reasons other than stated in the contract.

c) The benefits and compensations for social security.

d) The compensation for transfer, suspension or dismissal.

Article 63.- Determination - 1. The salary will be freely agreed by the parties, for a fixed or variable amount, proportionally to the quantity and quality of work. In any case, work of equal value will be paid equally without discrimination of any kind.

2. The salary will not in any case be less than the legal minimum salary.

3.- The salary is stipulated:
a) Per unit time, when taking into account the work done at a given period, regardless of the outcome thereof.

b) Per production unit, per piece, by the job, or by commission, when taking into account the specific work done by the worker, without consideration as to the time to execute it. c) Per task, when the duration of the work is taken into account, but with the responsibility to provide an outcome by the end of a certain time.

4.- When the salary is stipulated in a variably form, i.e. per production unit, by piece, by commission or by task, the amount may not be less than the one that corresponds per unit of time to the same work.

5.- In temporary contracts that are up to six months long, compensation will be at least the minimum legal one increased by 50%.

6.- The employer shall explain in an appropriate and easily understandable way the salary conditions that apply to a worker before they start and when there is a change in their job.

Article 64 - Minimum Salary.- The minimum salary shall be set every three years by the Government by decree, after consultation with the representatives of the organisations representing employers and workers. Organisations and institutions involved in the economic, financial and social sectors shall be also consulted, taking in any case as a reference the standard of living of the country, as well as levels of inflation at the time.

Article 65 - Methods of Payment of Salaries.- 1. The salary should be paid only in legal tender currency unless otherwise agreed between the worker and the employer.

2.- Shall be prohibited the payment of salary with bonuses, tokens, vouchers, coupons, notes or in any other form considered a substitute for legal tender.

3.- Notwithstanding paragraph 1, allowances may be paid in kind as part of the salary that exceeds the legal minimum. Also, salaries may be paid by bank check, money order or bank deposit, as long as there is no prejudice caused to the worker.

4.- The benefits paid in kind shall be adequate for the personal use of the worker and their family and of a nature that would benefit them. The value attributed to such allowances is fair and reasonable and together shall not exceed the overall percentage of the total value of the salaries defined by the Government.

5.- Under no circumstances, payment with alcoholic beverages or drugs or harmful psychotropic substances will be permitted.

Article 66 - Direct Payment The salary shall be paid only to the worker in cash, by check to transfer to the bank account. The worker may also receive, payment by delegation in writing, provided that the worker is prevented and so justified to do so themselves or the person that they indicate in writing, unless another form of payment is established, by law or by an individual or a collective agreement.

Article 67.- Free Disposal.- 1. The worker may freely dispose of their salary and the employer may not limit in any way that freedom, with the exceptions stated in the following paragraphs.

2. - The employer may make deductions attributable to: the payment of food, goods or services requested by the worker and which have been supplied on credit, or to lease or rent, to advanced payments, but only for total amounts not exceeding 50% of the corresponding net salary of one week, or one month of work, as appropriate.

3.-The employer will also withhold from the salaries of his workers the amounts destined for the payment of legal obligations, including social security contributions. The total amount of these deductions may not exceed 30% of the salary.

4.- Under no circumstance shall be allowed deductions on salaries to ensure direct or indirect payments to the employer, his representatives or any intermediary, in order to get or keep a job,.

5.- The worker will receive at the time of payment of salaries, a detailed proof of the elements they integrate, the conditions and limits of the deductions on their salary and the debit balance, if necessary.

Article 68 - Goods and Services.- 1. When the staff shop operates within the company to sell goods to the workers, or services intended for graduated benefits, or when the employer may provide such goods or services, it should not exercise any coercion on the concerned workers in order to acquire them.

2. - Where access to other stores or services is not possible, the employer shall sell their goods to the workers at fair and reasonable prices and under the same circumstances will offer their services, without proposing them only for the purpose of making profits.

Article 69.- Payment Opportunity .- 1. The salary will be paid punctually within the time agreed by the parties or as directed by the custom, with a frequency of one month maximum.

2.- Payment of salaries in cash shall be made only on working days and during the working hours, and exclusively during daytime hours.

3.- At the end of the work contract, a final adjustment of all due salaries will be made within one month; that period may be extended according to the nature of the activity and the agreed method of payment.

Article 70.- Place of Payment.- 1. The salary will be paid at the workplace or, if at another place, the closest to the workplace or another place defined by the Law, the collective agreements, being the place of payment, whichever is most suitable to the worker.

2. – Shall be prohibited the payment of salaries at liquor stores, bars, distribution centres and other similar establishments, except to the workers employed at these establishment, as in places of vice). Payment of salaries during night time is also prohibited.

Article 71 - Preference.- 1. In case of bankruptcy or insolvency of the employer, the amount of salaries, benefits or compensation owed to the workers, shall have priority over all other credits including those that exist in favour of the State or Social Security Institute.

2.- Preferred credits mentioned in paragraph 1 shall be paid in full to all the workers of an employer, on a pro rata basis if their assets were insufficient in order to cover the amount of all these credits before other creditors may claim their share of the assets concerning them, and yet without needing to participate in the meeting of creditors. To this effect, the Judge of Labour shall order without delay the payment of preferential claims once they have been classified as such.

Article 72.- Salary Record.- All employers shall have records of salaries, benefits and compensation paid to their workers, who may be inspected at any time by the Ministry of Labour and Social Security, according to the model proposed by this Ministry.

Article 73.- Transfer of Salaries.- The transfer of salary is prohibited.

Article 74.- Attachment of Salary.- 1. Until it reaches the legal minimum, the salary cannot be garnished.

2.- The amount that exceeds the legal minimum, the salary could be attached only a quarter of it.

3.- The above provisions shall not be taken into account unless the judge decides according to their conscience and attention to the interests of the worker's family, in the case trials for maintenance.

Article 75.- Protection of Non-Salary Compensation. The non-salary compensation, referred to in Article 60, paragraph 3, will enjoy the same protection and privileges than the salary when they are applicable.

Article 76.- Compensation for Public Holidays and Weekly Rest.- 1. The workers will receive their salary on legally recognized public holidays and weekly rest days when they had worked during the working days of the week. Any absence from work during the week, that under the existing provisions entail the loss of working hours, will also lead to a deduction of a proportionate share of his salary of the public holiday and the following Sunday.

2.- In case of variable salary, the compensation to which paragraph 1 refers to, results of averaging salaries of the preceding five working days, for public holidays, and averaging salaries for the respective week, for weekly rest.

Article 77.- Compensation.- 1. The salary paid to the worker on leave shall be the appropriate one by the time of leave, including the equivalent of their salaries in kind, if any. This compensation will be paid before the holiday period starts.

2.- In case of variable salary, leave pay will be the result of averaging the salaries earned by the worker during the three months immediately preceding the holiday period.

Article 78.- Annual Bonuses.- 1. All workers are entitled, per effective year of service, to the following bonuses:

a) Fifteen days' salary, on the occasion of Independence Day, which will be paid within a day, 12 of each year.

b) Fifteen days' salary, on the occasion of the New Year, which will be paid within a day, 20th of December every year

2.- The person who by the time of payment of these bonuses has not done one year of service, or whose contract has ended prior one year of service, shall be entitled to receive bonuses proportional to their full months of work or fraction of a month.

TITLE VI
SUSPENSION OF THE CONTRACT OF EMPLOYMENT

Article 79.- Causes of Suspension of the Contract of Employment.- The contract of employment could be suspended because of:

a) A mutual agreement of the parties.
b) An incapability of the worker to perform his duties due to illness or an accident, for a period of time that does not exceed the rest period given by law.
c) Maternity leave for working women.
d) The question of taking public responsibilities.
e) Imprisonment of the worker with no sentence. If the arrest is imputable to the employer as an unfounded complaint, the worker is entitled to his salaries unpaid during the period of imprisonment.
f) Force majeure that prevents the execution of the worker's work for up to thirty days in a twelve month period.
g) Compulsory military service.
h) Economic or technological causes, as the disruption in the supply of energy or raw materials for reasons not attributable to the employer, preventing the acceptance and delivery of the work by the worker, for up to thirty days in a twelve month period.

Article 80 - Effects of the Suspension.- 1. During the suspension, the contract of employment remains in force and the worker cannot be fired, but there is no obligation to provide the service or to pay the salary.

2. By ceasing the suspension, the worker shall be entitled to continue rendering services under the same existing conditions, from the date on which the suspension occurred, provided the worker returns to work with the necessary brevity required by the situation.

3. For legal purposes, the worker's seniority, comprising the length of service before the suspension.

TITLE VII

TERMINATION OF THE CONTRACT OF EMPLOYMENT

Article 81.-Causes of Termination of The Contract of Employment 1.- The contract of employment may terminate for reasons unrelated to the will of the parties and by the will of both or one of them.

2. The contract terminated for cause unrelated to the will of the parties, in the following cases:

a) Death or total and permanent disability of the worker or partial disability making them unable to carry their usual tasks;
b) Death or incapacity total and permanent of the employer, resulting in the forced suspension of business or service;
c) An act of God or force majeure.

3. The contract terminates as per the will of both parties, expressed in clauses validly incorporated to the contract, by expiration of the agreed term, completion of the work or service and by mutual agreement between both parties.

4. The contract terminates as per the will of one of the parties, in case of redundancy or resignation of the worker, by notice given on the one hand to the other, under the conditions and limitations established by this Law, or when there is a constructive redundancy.

Article 82.- Notice Period - 1. The Advance notice is the communication of the final suspension of the contract of employment, and shall be given one week in advance, after a month of work, or a month in advance, after six months of work.

2. The advance notice may be omitted, on payment of an indemnity equivalent to the salary that would have received the worker during a week or a month, according to the case.

3. The advance notice may also be omitted, without payment of any indemnity, when the portion, to whom would have been assigned, would have engaged in serious misconduct, to the obligations under the contract.

Article 83.- Seniority 1. At the expiry of the contract of employment, whatever the cause, the worker will receive by concept of seniority, a sum equivalent to 45 days of salary for each year of service, or a prorated amount for fraction of a month.
If the contract ends because of the worker's death, this provision will be paid to his beneficiaries, in the order determined by the Civil Legislation.

2. The provision of seniority of the domestic workers will be fifteen days per year of service, or a prorated amount for fraction of a month.

3. By completing a year of service, the employer will transcribe in their books, in an individual account on behalf of which the amount that it corresponds to regarding the concept of seniority.

4. At the time of the payment of seniority, its amount shall be readjusted on the basis of the last salary earned by the worker.

5. The worker may receive their right to seniority every 5 years, the competent labour authority shall decide to collect that right.

6. Notwithstanding the provisions of the preceding paragraph, the labour authority may agree to the payment of such right in the event of Force Majeure, if duly justified.

7. The Ministry of Labour and Social Security may decide that partial payments will be made to the worker on account of the seniority every five years.

8. The amount due to the worker on account of seniority cannot be seized, except when used to pay for family obligations, in which case the judge may order their partial embargo, in proportion as they deem it equitable.

9. In the absence of periodicity in its collection, the seniority is not considered as a salary and will not be taxed.

Article 84.- Damage and Loss.- When the fixed term contract, or a contract for a certain period is terminated unilaterally, the party giving rise to it shall pay to the other party the appropriate damage and liability. In the event that the concerned party is the employer, the damage and liability shall be estimated as being the equivalent of the salaries owned to the worker, until the contract runs out. In the event that it is the worker, they shall be estimated at the equivalent of one month's salary.

Article 85.- Certificate of Employment.- Upon completion of the contract of employment, whatever the cause that led to this, the employer must issue the worker with a certificate indicating only the date of start and the determination of the contract, with inclusion of his professional category.

Article 86.- Redundancy.- 1.- The employer shall not terminate the contract for an indefinite period without justified reasons, and without first giving the worker the opportunity to know these reasons and to defend themselves, unless it cannot reasonably be asked of the employer to grant this opportunity.

2.- The employer may manage without a worker for economic, technological, structural or similar reasons, duly verified by the Labour Office and the Social Security and with their permission.

.3.- The women who are pregnant, while providing services, may only be dismissed under full justification. During their absence from work, according to pre or postnatal leave, or to illness caused by pregnancy or childbirth, the women may not be made redundant nor be informed of the redundancy so that the specified time limit in the prior notice would expire during the aforementioned absence.

4.- The Ministry of Labour shall be the competent labour administrations to recognise the acts of conciliation in cases of redundancy in order to obtain the agreements between the parties. The acts of conciliation with agreements arise from the mediation, should be of a binding nature between the parties. In case of disagreement, the Resolution and Implementation shall refer to the Labour Court for their consideration.,

5. For mass redundancy, regardless of its reasons, the prior authorization of the Ministry of Labour and Social Security shall be an indispensable requirement, that, heard by the technical report of the of the corresponding Labour's jurisdiction .

6. The records referred to in the abovementioned paragraph shall be processed urgently, at the Ministry of Labou8r and Social Security, and the corresponding settlements shall be performed automatically by the corresponding Provincial Inspection, under the terms of the Minister's authorization.

Article 87.- Grounds For Redundancy. Shall be deemed as grounds for redundancy serious breaches by the worker of the obligations imposed by the contract of employment, such as:

a) Fraud on the worker's side via the means of false personal referrals or certifications regarding the ability, the behaviour or the professional skills of the worker.

b) Theft, robbery or other crime against the assets of entities and / or companies, committed by the worker at the workplace, whatever the circumstances.

c) Acts of violence, from the worker towards the employer, their representatives, family members or corporate managers, office or sizes, committed during the workday.

d) The perpetration of some of the actions listed in the preceding paragraph, towards work colleagues if they alter the order at the workplace.

e) The perpetration outside of work, against the employer, their representatives or family members, of any of the actions enumerated in subsection c) , if they were so serious as to make it impossible for the contract to be fulfilled .

f) Material losses caused by the worker intentionally, by negligence, by recklessness or gross negligence in buildings, construction, machinery, vehicles, tools, raw materials, products and other work-related objects.

g) The perpetration by the worker of immoral deeds at the work place.

h) The disclosure by the worker of trade secrets, or private matters met because of the worker's functions at the expense of the company.

i) The imprudence or inexcusable neglect of the worker putting into risk the safety of the company, factories, Sizes or office, as well as the people working there.

j) The attendance of the worker, at work in a state of drunkenness or under the influence of drugs or narcotics, or the carrying of weapons, depending on whether the nature of the work allows them or not.

k) The conviction of the worker, to an imprisonment with effective enforcement..

l) The clear unwillingness of the worker to adopt the preventive measures, or to submit themselves to the procedures outlined by the Laws, the Regulations, the competent authorities or the employer, who tend to prevent accidents and occupational diseases.

m) The worker's lack of compliance, manifestly and consistently, and to the detriment of the employer, of the rules that the employer and these Delegations will clearly indicate, for greater efficiency and performance at work.

n) The unwillingness to work on the diminution of productivity, and incitement of the workers to behave likewise.

o) The negotiation of the worker to be self-employed or external without the express permission of the employer to do so, which constitutes an act of competition at the company where the worker works.

p) The participation in a strike declared illegal by the competent authority.
q) The absence of the worker at the contracted tasks for three consecutive days, or four times in a month, provided that it happens without permission and without just cause.
r) The abandonment of work by the worker; must be understood by this:

Unjustifiably leaving and unexpectedly interrupting the work.

- Refusing to do the work that has been assigned.

Unjustified absence or absence of prior notice from a worker who is in charge of a task or a machine, which standstill implies disturbance in the rest of the works or industry.

s) The repeated lack of punctuality, of the worker in adherence of the working hours, after having been warned by the employer or their delegates.
t) The interruption of tasks by the worker without just cause, even though the worker remains at their post.
u) Disobedience of the worker towards the employer or their representatives, provided that it concerns the contracted service and that the order of the employer or their representatives do not put lives at risk, the organic integrity or the worker's health, or detrimental of the employer's respect and responsibility.
v) Serious violation by the worker of the clauses of the contract or of the internal regulations of the company, approved by the competent authority.
w) Fraud, disloyalty or breach of confidence towards the trusting management.
x) Lack of hygiene, if it had been pointed out several times or if had been produced justified complaints of peers, who work in the same place.
y) The inability to adequately perform the duties of their job
z) The repeated fulfilment of any action prohibited by this Law to workers.

2. The employer who dismisses or terminates the contract of employment, for the specific reasons stated in the preceding paragraph, shall incur no liability nor assume the obligation to give prior notice or to compensate.

3. The qualification of gravity by breach will always run at the charge of the Labour Judges and will have considered mainly the physical damage, which breach should be credited to the employer.

4. The Ministry of Labour is a competent authority order in the first instance, attempting to mediate through acts of conciliation for individual redundancy working cases in order to reach a compromise between the parties. The actions of conciliation, with compromises that emerged in mediation, shall be of a binding nature for the parties, with no option to more resources.

5. The competences for recognising, resolving and executing labour disputes correspond to the Labour Court.

6. In the cases of massive redundancy, the previous authorization of the Minister of Labour shall be an

essential requirement, after listening to the technical report of the Inspection services from the corresponding jurisdiction. the authorisation shall be requested by the employer.

Article 88.- Appeal Against Redundancy

1. A worker who has been made redundant without due cause, may raise their status in front of the Labour Office, in case of disagreement with the previous conciliation presented to the Ministry of Labour..

2. If the redundancy is declared unjustified, the employer must, in principle, reinstate the worker in his job on the same terms the worker previously enjoyed, and pay the salaries owed. If the redundancy continues, the employer will pay the worker a compensation equivalent to a 45 days salary for each year worked and in proportion with the complete months worked or fraction of the month automatically.

3. When the redundancy is for economic, technological, structural or similar reasons, there shall be no right of reinstatement of the worker, but the latter shall be paid a compensation which amount shall be set by the Labour Delegate and which in no case shall be inferior than three months' salary, unless the worker has worked for less than three years in the company.

Article 89.- Staff Reduction -1. When the redundancy for economic, technological, structural or similar reasons means a staff reduction, the Ministry of Labour previously promoted an enquiry of the workers' representatives, when they exist, to achieve the tripartite review of the measures the employer intends to implement, precise their significance and jointly define the most appropriate strategies in order to mitigate the social consequences of such measures.

2. To decide on the reduction of staff, the Ministry of Labour shall take into account the interests of the parties, and in particular the need for efficient functioning of the company, establishment or service, capacity, professional experience, skills and qualifications of the worker, seniority, age and economic and family situation.

3. When the reduction of the staff is described as difficult, mainly because of the number of workers affected, the record shall be submitted to the Board of Directors of the Ministry of Labour and Social Security, which shall issue their opinion fifteen days after the receipt. The settlement of such files is done automatically, at the competent Ministry of Labour.

4. The people affected by the measure will be given preference in being reinstated in the company, when the latter needs to hire workers.

Article 90.- Constructive Redundancy

1. Shall constitute a constructive redundancy the breach by the employer of any of the obligations imposed by the contract of employment, wherever the gravity is such that it would prevent the normal continuity of the working relationship, particularly, the causes of constructive redundancy, as follows:
. :

a) ill-treatment in word or in deed, or serious lack of consideration by the employer or his representative towards the worker or their family.
b) Lack of timely payment for salaries.
c) Working requirements different than the ones agreed to, except in cases of urgency.

d) Important modification of the working conditions.
e) Violations of the fundamental rights of workers.
f) The transgression of the provisions of Article 10 of this Law.
g) Repeated violations of the acts prohibited by this Law.

2. The worker who has been subjected to an act that this article considers as constituting constructive redundancy may terminate the contract of employment and appeal to the Ministry of Labour as provided by this Law.

Article 91.- Null Dismissal.- 1. The redundancy shall be declared null in the following cases:

a) When there is no record in writing thereof for the worker, informing them of the discontinuance act of the contract of employment and the causes that explain it;
b) When the worker is made redundant as a result of having sued the assistance of the labour authorities.
c) In the unlikely event that the worker refuses to sign the notice of his redundancy, it shall thereof be recorded before 3 witnesses from amongst the workers of the group. The employer shall also communicate it to the Ministry of Labour, or to the Provincial Inspector, depending on the cases for the record and knowledge.

2. In the assumptions of subparagraph a) above, the later compliance by the employer of such requirements shall never constitute a correcting of the original discontinuance act but rather a new redundancy, which shall take effect from its date. This new dismissal may take place within seven days following the declaration of invalidity of the redundancy.

3. The null dismissal shall entail the immediate reinstatement of the worker, with payment of the salaries they did not receive.

TITLE VIII
DOMESTIC WORKERS

Article 92.- Definition and Activities. -
1. The domestic workers are persons of either gender, who perform on a regular basis the works of cleaning, assisting and other services from within the interior of a house or other place of residence or private room.

2. Understood in this special working relationship is that all classes of services or activities taking place in or for the house that they may take any form of household chores; also, for the address or home care as a whole or some of its parts, the care and attention of the family members or those who live with them at home as well as the care of children, gardening, the driving of vehicles or other, in the cases where the latters become part of all the household chores.

3. Shall be considered mainly domestic workers:

a) The Family Service Drivers

b) The housekeepers

c) The Servants

d) The launderers and ironers.in private homes.

e) The babysitters

f) The family home cooks and their helpers

g) The gardeners in relation to dependency and their helpers

h) The caregivers of the sick, the elderly or the disabled.

i) The Delivery Men

j) The Domestic Workers for various activities in the household.

Article 93.- Service Method.- Domestic Workers may be internal or external. Those who work as externals won't be able to get hired full-time nor part-time.

Article 94.- Exceptions- The provisions of this title do not apply, only the general contract of work does.

a) To domestic workers who provide their services; in hotels, cafes, bars, sanatoriums and other, similar commercial establishments. b) To domestic workers who, in addition to the specific tasks listed in article 90, perform other specific tasks specific to the industry or trade that the employer is devoted to. c) The domestic workers who perform their services independently and with their own elements. d) The provision of services or household chores for legal entities. The employer of the domestic service must always be a physical person or an individual person, entailing the status holder of the family home.

e) The provision of these services by family members, except where it is demonstrated that they are employed as workers.

f) The provision of household services in the family home and, additionally, services outside the home, in activities or in the employer's companies, whatever their regularity. In this assumption is presumed the existence of a single working relationship belonging to a common system.

g) The collaborative partnership and a cohabitation , for which they provide some services, such as child care or the teaching of languages of a marginal character, in exchange for meals, lodging or simple compensation expense, and

h) Generally, the relationships, in which the working relationship of the defining accounts is missing, such as the remuneration, the dependency and the alienation.

Article 95.- The Domestic Employer's Obligations. In addition to the general obligations foreseen in this Law, there are obligations for this employer towards the domestic worker:

a) To treat them with due consideration, refrain from ill-treatment in word or in deed.

b) To provide, except otherwise expressed, food in convenient quantity and quality, along with decent accommodation, according to the general rules and the employer's situation, for those who provide services without removing them.

c) To provide the first indispensable assistance, in the event of a disease that is not of a chronical nature.

d) To provide them with the opportunity to attend the training courses required or evening classes, the coexistence of the parties, provided that this fact does not disturb significantly the provision of services.

e) To provide a decent burial in case of death.

f) To grant pre and post-natal leave for pregnant women.

Article 96.- Compensation The compensation in money of the domestic worker shall not be inferior to 60 % of the current interprofessional minimum salary for diverse tasks not specified in the area of the country, where it the services are being provided.

Article 97.- Daily, Weekly Breaks and Public Holiday. The domestic workers, by mutual agreement with the employer, shall be able to work on the public holidays prescribed by the Law; however, for those who work as internals, they shall enjoy a complete break of 12 hours.

Article 98.- Holidays . The domestic workers shall enjoy annual paid leave like the rest of the workers in terms of duration and remuneration in cash.

Article 99.- Redundancy.- 1. Besides general praise grounds for redundancy provided for in this Law shall be considered justified causes for redundancy:,

a) Laziness and abandonment, when carrying out their duties.

2.- If redundancy occurs, for the reasons mentioned in the preceding paragraph, it shall not give rise to compensation, and the worker shall only be paid only the salaries earned and not received.

3.- The domestic staff not linked to a company or its directors shall enjoy all the rights recognised in this Law, except for the compensation and seniority.

TITLE IX
OFFENSES, PENALTIES AND PRESCRIPTION OF ACTIONS

Article 100.- Employers' Offenses. 1. The offenses committed by the employers regarding the provisions in terms of work shall be known and sanctioned through the appropriate administrative document by the authorities of the Ministry of Labour and Social Security according to the following cases:

2. The penalties will be graduated, in accordance with the seriousness of the offense, malice, or falseness of the employer, number of affected workers, economical importance of the company and recidivism, and if it is the case, on a proportional basis.

3.- The employer employing workers under 18 years of age in unhealthy or dangerous working conditions or working night shifts, shall be sanctioned with a fine from 10 to 20 monthly payments of the minimum interprofessional salary by less affected branches without prejudice to the economical responsibility for damage caused to the worker.

4. The employer who employs minors of less than 16 years of age shall be sanctioned by a fine of 15 monthly payments of the minimum salary for each minor employed in contravention of the Law, which fine will be doubled in case of recidivism.

5. The employer who forces their workers to work more time than established by the Law during the normal working day or during extraordinary periods, if any, shall be sanctioned by a fine of 10 monthly payments of the minimum interprofessional salary, per worker, which fine is doubled in for recidivism without prejudice for the extra salaries to be paid and which belongs to the workers according to the Law.

6.- The employer who pays their workers salaries inferior to the legal minimum shall be fined with 10 monthly payments of the affected workers' minimum interprofessional salary, which amount shall be doubled in the event of recidivism, regardless of the payment of the different salaries attributed to the affected workers.

7.- The employer who doesn't grant their workers the legal and compulsory breaks and days off, shall undergo a fine of 15 monthly payments of minimum interprofessional salary to each affected worker, which shall be doubled in the event of recidivism, without prejudice to the law enforcement, in the benefit of the worker, regarding the rights for the aforementioned breaks and days off.

8.- The employers who infringe the maternity leaves or deny permission for breastfeeding, shall be fined with 15 monthly payments of minimum interprofessional salary for each affected worker shall be doubled in case of recidivism.

9.- The employers who are found guilty of payment of unequal salaries, or of payment in vouchers, tabs, alcoholic beverages, drugs, psychotropic substances, or any representative sign, which claims to replace the currency of the sole legal tender, or which would pay in the places prohibited by article 68; they shall be punished by a fine of 15 monthly payments of the minimum interprofessional salary per worker, the fine being doubled in the event of salary discrimination.

10- The employer who fails to analyse, from the installation, equipment, and direction of their property, the provisions of this Law and the technical regulations in order to prevent occupational risks or not suit the adequate measures for which the work takes place in conditions that ensure the safety and health of their workers, shall face a fine of 15 monthly payments of minimum interprofessional salary of the affected worker , without prejudice to the obligation to comply with the rules of hygiene, safety, comforts and occupational health care, in the time determined by the authority of the competent Ministry of Labour and Social Security. Such a fine will be doubled in case of recidivism.

11 - The employer who establishes in the workplace retailers of alcoholic beverages, drugs or stimulants or gambling houses, will be fined of a 15 monthly payments of minimum interprofessional salary of each affected worker, which shall be doubled in case of recidivism.

12 - Employers preventing their former workers from getting new jobs, they shall be fined with a 10 monthly payments of the minimum interprofessional salary, for affected workers, the fine being doubled in the event of recidivism.

13 - The penalties referred to in this Title shall be imposed by the authority of the competent Ministry of Labour and Social Security under proposal of the Labour Inspector prior to inception of the record and hearing the person concerned, taking into consideration the evidence produced. Appeals against penalties recognized in this Law shall adjust to the provisions of the Administrative Procedure's Law in force, the decision of the Ministry of Labour and Social Security shall put an end to the administrative process.

Article 101.- Workers Violations.- 1. In the absence of the worker to any of their duties, or obligations and prohibitions, the employer may apply one of the following sanctions:

a) Warning, up to three times within twelve months
b) Suspension from work without compensation for one to seven days at a time, for up to thirty days in a period of twelve months;
c) Redundancy with prior notice;
d) Redundancy without prior notice.

2. The prohibited imposition of fines on the worker.

3. The sanctions should be proportionate to the seriousness of the offense and in order to apply them, the worker's background shall be considered.

4. It may not be imposed more than one sanction for the same offense.

5. No sanction shall be admissible after seven days after the employer has become aware of the offense.

Article 102.- Workers Guarantees.- 1. Before a worker can be punished they shall be convened in writing or before witnesses, if they cannot read, an interview with the employer or their representative, during which they shall be informed of the offense committed and the fine they think should be imposed, and
give the worker the opportunity to defend themselves. The worker may attend the interview assisted by a co-worker or a workers' representative.

2. If after the interview described in paragraph 1, the employer confirmed the penalty, the worker may appeal to the Labour Office, in accordance with the provisions of the procedure for redundancy and resignation.

Article 103.- Prescription.- 1. The actions, arising from the working contract, and which haven't been given a special deadline, shall be prescribed into three years of its completion. In the case of the actions claiming compensation for the accident or occupational disease, the three years shall be counted from the date of the accident or the beginning of the disease.

2. The actions that demand the reinstatement of the worker who had been made redundant for no justified reason shall expire ninety days from the notification date of redundancy.

3. The offenses committed by the employer shall expire after three years.

ADDITIONAL PROVISIONS

First.- To accelerate the procedure and taking into account the subsidiary character in the Labour Procedure Law, under Decree - Law N0 4/1.980, dated April 3, all procedural deadlines set forth therein, shall be reduced to half and if they were uneven, shall be reduced by half plus one.

Second.- Government hereby empowered to, issue as many rules are necessary for the best application of this Law.

DEROGATORY PROVISIONS

From the entry into force of this Law is hereby repealed N0 2/1.990, dated January 4, on The General Labour Code.

This Law shall enter into force as from the twentieth day following its publication in the Official State Report.

Issued in Malabo on the nineteen days of the month of December, of the year two thousand and twelve.

FOR A BETTER GUINEA
- Obiang Nguema Mbasogo-
PRESIDENT OF THE REPUBLIC