

**International
Comparative
Legal Guides**



Employment & Labour Law

2024

14th Edition

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glg Global Legal Group

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VdA

1 Terms and Conditions of Employment

1.1 What are the main sources of employment law?

Employment relationships in Portugal are governed by several sources, listed below in a descending hierarchical order, where the higher source typically prevails over the lower sources:

- (i) international sources, notably: (i) international conventions ratified by Portugal; and (ii) EU legislation;
- (ii) local law, notably the Labour Code (approved by Law no. 7/2009, of 12 February);
- (iii) collective bargaining agreements (“CBAs”); and
- (iv) repeated labour practices not contrary to good faith.

In addition, the employment relationship is also governed by the terms and conditions agreed in the individual employment contract and other ancillary agreements (if any).

A CBA may prevail over the law unless stated differently by the latter (i.e., either the law determines it is imperative or that it will only yield to a CBA provision that is more beneficial to the employee).

1.2 What types of worker are protected by employment law? How are different types of worker distinguished?

Employment law applies to the relationship established by an employment contract, i.e., the contract whereby an individual undertakes to provide a paid activity to another person, being subject to the latter’s authority and direction.

Furthermore, employment law provisions regarding personality rights, equality and non-discrimination and occupational health and safety, as well as the collective labour regulation instruments in force within the same professional sector of activity and geographical area, also apply to situations where a person provides a professional activity to another person, without legal subordination, as long as it is considered economically dependent of the latter.

In addition to the above, employment law further distinguishes between (i) standard employment contracts and special types of employment contract, subject to specific rules (e.g., term contracts, part-time work, domestic service), and (ii) standard employees and special categories of employees that are granted additional protection (e.g., student-workers, pregnant, postpartum or lactating employees, or employees with a disability or chronic illness).

1.3 Do contracts of employment have to be in writing? If not, do employees have to be provided with specific information in writing?

As a rule, employment contracts are not subject to any special form unless otherwise provided by law. However, some employment contracts, such as the following ones, must be in writing:

- (i) term employment contracts;
- (ii) employment contracts with foreign employees (depending on the country);
- (iii) multiple employer employment contracts;
- (iv) part-time employment contracts; and
- (v) management employment contracts.

In any case, employers must inform employees of all relevant aspects of the employment contract, including a set of mandatory information foreseen in the law, within seven or 30 days (depending on the type of information) of the beginning of the execution of the contract and in writing.

1.4 Are any terms implied into contracts of employment?

Unless the parties agree to specific terms and conditions, the employment contract is governed by statutory provisions, CBAs, internal regulations and/or labour practices.

1.5 Are any minimum employment terms and conditions set down by law that employers have to observe?

Yes, minimum employment standards are set by the law and the CBAs.

The national minimum wage (EUR 820 for 2024), limits on work time (eight hours per day and 40 hours per week) and the minimum duration of annual leave (22 days) are examples of minimum work conditions set by law.

1.6 To what extent are terms and conditions of employment agreed through collective bargaining? Does bargaining usually take place at company or industry level?

CBAs benefit from a broad leeway to set the terms and conditions of employment (without prejudice to question 1.1 above).

Industry-level CBAs are more common, but company-level agreements are also possible.

1.7 Can employers require employees to split their working time between home and the workplace on a hybrid basis and if so, do they need to change employees' terms and conditions of employment?

Under the law, hybrid arrangements qualify as telework. As a rule, a telework arrangement requires both parties' written agreement to be implemented.

1.8 Do employees have a right to work remotely, either from home or elsewhere?

As stated, remote work requires the consent of both parties. There are, however, some cases where the employee is entitled to demand from the employer to work remotely, namely employees with children up to eight years old or, regardless of age, children with a disability, chronic illness or oncological disease.

2 Employee Representation and Industrial Relations

2.1 What are the rules relating to trade union recognition?

Trade unions become legal entities following the publication of their bylaws by the services of the Labour Ministry.

2.2 What rights do trade unions have?

Trade unions are, amongst others, entitled to:

- (i) negotiate CBAs;
- (ii) summon employees' meetings at the workplace;
- (iii) distribute information regarding the union's activities and other matters relevant to the employees;
- (iv) represent their members at a company level, including in dismissal and lay-off proceedings;
- (v) be informed and consulted on several matters, such as the evolution of the company's activity, the evolution of employment in the company and decisions that alter working conditions; and
- (iv) call and conduct a strike.

2.3 Are there any rules governing a trade union's right to take industrial action?

The Labour Code provides the legal framework for strikes, governing the following aspects, amongst others:

- (i) the strike's notice and term;
- (ii) employees' representation and picketing; and
- (iii) minimum services.

CBAs may also include provisions that condition the trade union's right to strike, namely no-strike clauses or peaceful means of conflict resolution before it is declared.

2.4 Are employers required to set up works councils? If so, what are the main rights and responsibilities of such bodies? How are works council representatives chosen/appointed?

Employers cannot set up works councils in any situation. Only employees have the right and the initiative to form a works council.

2.5 In what circumstances will a works council have co-determination rights, so that an employer is unable to proceed until it has obtained works council agreement to proposals?

The employer is required to consult with the works council on several aspects, including:

- (i) Drafting of internal regulations.
- (ii) Change of professional categories and promotion.
- (iii) Definition and organisation of work schedules.
- (iv) Relocation of the company or its establishments.
- (v) Any measure that may result in a substantial reduction in the number of employees, deterioration of working conditions or changes in the work organisation.
- (vi) Formal proceedings, such as transfers of undertaking, lay-offs and dismissals.
- (vii) Dissolution or application for insolvency of the company.

2.6 How do the rights of trade unions and works councils interact?

Trade unions and works councils exercise their rights separately and independently. However, in practice, it is common for these organisations to overlap, namely through common members or appropriation of functions of the works council by the trade unions, when the former does not exist.

2.7 Are employees entitled to representation at board level?

No, they are not.

3 Discrimination

3.1 Are employees protected against discrimination? If so, on what grounds is discrimination prohibited?

Employment law protects employees against discrimination based on any grounds, listing, only as examples, lineage, age, gender, sexual orientation, gender identity, marital status, family situation, economic situation, education, social origin or condition, genetic heritage, reduced capacity to work, disability, chronic illness, nationality, ethnic origin or race, territory of origin, language, religion, political or ideological beliefs and trade union membership.

3.2 What types of discrimination are unlawful and in what circumstances?

Both employees and candidates are protected against discrimination, direct and indirect, in all aspects of the employment contract, from hiring to training, promotion and work conditions, including salary and termination, prohibiting any privilege, favour, prejudice, deprivation of any right or exemption from any duty.

3.3 Are there any special rules relating to sexual harassment (such as mandatory training requirements)?

Employers with seven or more employees are required to adopt an anti-harassment policy.

3.4 Are there any defences to a discrimination claim?

Unequal treatment can be justified if supported on objective factors that constitute a relevant and justifiable reason for the differential treatment, such as requirements for the provision of the activity or the context in which it is carried.

3.5 How do employees enforce their discrimination rights? Can employers settle claims before or after they are initiated?

Employees can file a court action to enforce discrimination rights.

The claimant must identify the employee(s) in relation to whom he/she believes he/she has been discriminated against, after which the proof that the difference in treatment is not based on any discriminatory factor falls with the employer.

A settlement can be made either before or after the claim has been lodged and at any stage of the proceeding.

3.6 What remedies are available to employees in successful discrimination claims?

Employees who have been discriminated against are entitled to compensation for any damages to pair their conditions to the ones of other employees.

3.7 Do “atypical” workers (such as those working part-time, on a fixed-term contract or as a temporary agency worker) have any additional protection?

Atypical employment contracts often have specific provisions adjusting the right to equal treatment to each specific contract.

3.8 Are there any specific rules or requirements in relation to whistleblowing/employees who raise concerns about corporate malpractice?

The EU whistleblowing directive has been introduced into the Portuguese legal system by Law no. 93/2021, which establishes obligations for companies on the implementation of reporting channels and procedures and prohibits any retaliation against whistleblowers.

Additionally, Law no. 83/2017, regarding the prevention of money laundering and financing of terrorism, also establishes rules to protect employees who report infractions on these matters.

3.9 Are employers required to publish information about their gender, ethnicity or disability pay gap, or salary or other diversity information?

The following examples apply:

- (i) The employer must display information about the rights and duties of the employee in terms of equality and non-discrimination in an appropriate place in the company.
- (ii) Companies must keep a database of recruitment procedures for five years, which must include the following information, broken down by sex: invitations to fill posts; job vacancy adverts; number of applications for curricular assessment; number of candidates present at pre-selection interviews or awaiting admission; results of admission or selection tests; and social balance sheets (in order to analyse the existence of possible discrimination against).

- (iii) Companies must report, on an annual basis, the number of disabled employees at their service and this information is included in the annual report on the company’s social activity.

Companies must elaborate and present a plan of assessment and evaluation of the existing pay gaps, if notified by the Labour Inspection Authority for that purpose.

4 Maternity and Family Leave Rights

4.1 How long does maternity leave last?

Upon the birth of a child, both parents are entitled to an initial parental leave of 120 or 150 consecutive days following childbirth, which can be shared between them.

However, the mother must take 42 consecutive days of leave following childbirth and can take up to 30 days before the childbirth.

The duration of the initial parental leave can be increased in the event of (i) 30 consecutive days or two periods of 15 consecutive days of leave taken exclusively by each parent, (ii) multiple births, (iii) postpartum hospitalisation, and (iv) premature birth.

4.2 What rights, including rights to pay and benefits, does a woman have during maternity leave?

The initial parental leave does not entail the loss of any rights, except for remuneration, and is considered as effective provision of work. The parent’s loss of salary is compensated by an allowance paid by Social Security.

4.3 What rights does a woman have upon her return to work from maternity leave?

Upon returning to work, the mother may have the following rights:

- (i) up to two breastfeeding or bottle-feeding breaks per day, each lasting a maximum of one hour;
- (ii) exemption from overtime and night-time work;
- (iii) flexible working hours arrangements and teleworking;
- (iv) additional health and safety protection.

4.4 Do fathers have the right to take paternity leave?

In addition to being able to share the initial parental leave, the father is entitled to an exclusive leave consisting of (i) 28 compulsory days (consecutive or in interpolated periods of at least seven days, to be taken in the 42 days following childbirth), seven of which must be taken immediately after childbirth, and (ii) seven optional days at the same time as the mother’s exclusive duration of initial parental leave.

4.5 Are there any other parental leave rights that employers have to observe?

In addition to the initial parental leave, employees have other parental-related rights, notably:

- (i) Justified absences before (e.g., medical examinations) and after (e.g., childcare) childbirth.
- (ii) Complementary parental leave in the form of extended parental leave and/or part-time work.

- (iii) Non-discrimination, especially in terms of remuneration, attendance and productivity bonuses and career progression.
- (iv) Increased protection from dismissal.

4.6 Are employees entitled to work flexibly if they have responsibility for caring for dependants?

Employees with a child under the age of 12 or, regardless of age, with a disability or chronic illness who lives in the same household as the employee, are entitled to work part-time or under a flexible working hours schedule.

5 Business Sales

5.1 On a business sale (either a share sale or asset transfer), do employees automatically transfer to the buyer?

Share sales do not entail the transfer of employees, since the employer, i.e., the company whose shares have been sold, remains the same.

On the contrary, an asset transfer may entail the automatic transfer of employees to the buyer if the set of transferred assets qualifies as an undertaking, i.e., a productive unit endowed with technical and organisational autonomy that retains its identity, with the objective of exercising an economic activity, either main or secondary.

If the asset transfer does not qualify as a relevant transfer of business unit, employees may only be transferred with their individual consent.

5.2 What employee rights transfer on a business sale? How does a business sale affect collective agreements?

In the event of a transfer of undertaking, the transferred employees maintain all contractual and acquired rights, including salary, seniority, professional category and functions and social benefits.

The CBA also remains applicable for the duration of its term or for a minimum of 12 months following the transfer, unless another CBA becomes applicable in the meantime.

5.3 Are there any information and consultation rights on a business sale? How long does the process typically take and what are the sanctions for failing to inform and consult?

The transfer of an undertaking entails a formal proceeding, which takes approximately six to seven weeks to be completed and includes the following phases:

- (i) information of affected employees, their representatives and (potentially) the Labour Inspection about the transfer and its expected impacts; and
- (ii) consultation of the employees' representatives and (potentially) the Labour Ministry's services, as a mediator.

After the consultation, each employee may individually and formally refuse the transfer, remaining in the company, or resign with cause, while already at the new company, when duly justified under the law (e.g., when the transfer causes him/her serious damage).

Failure to comply with the consultation procedure constitutes an administrative offence.

5.4 Can employees be dismissed in connection with a business sale?

The transfer of an undertaking does not, in itself, constitute grounds for dismissal.

However, it does not preclude dismissals carried out under the general legal terms, namely for disciplinary or business reasons (as described at question 6.5 below).

5.5 Are employers free to change terms and conditions of employment in connection with a business sale?

The transfer of an undertaking does not, in itself, justify the change of terms and conditions of employment.

However, it also does not preclude any change of said terms and conditions, namely those that could be implemented regardless of the transfer under the general legal terms.

6 Termination of Employment

6.1 Do employees have to be given notice of termination of their employment? How is the notice period determined?

Employees must be given notice of termination of employment in the following situations:

- (i) Dismissal during trial period
The duration of notice is seven or 30 days, depending on whether the contract lasted longer than 60 or 120 days, respectively.
- (ii) Expiry of term contracts
For fixed-term contracts, the duration of notice is 15 days, for undetermined-term contracts it is seven, 30 or 60 days, depending on whether the contract lasted up to six months, from six months to two years or longer, respectively.
- (iii) Dismissal of management employment contracts
The duration of notice is 30 or 60 days, depending on whether the contract lasted up to two years or longer, respectively.
- (iv) Dismissal for business reasons or unsuitability
The duration of notice is 15, 30, 60 or 75 days, depending on whether the contract lasted less than one year, from one to five years, or from five to 10 years or longer, respectively.

6.2 Can employers require employees to serve a period of "garden leave" during their notice period when the employee remains employed but does not have to attend for work?

As a rule, garden leave requires the employee's agreement.

Nevertheless, in the event of termination of the employment contract subject to notice period, the employer may determine that outstanding vacation entitlement is taken immediately before the termination.

6.3 What protection do employees have against dismissal? In what circumstances is an employee treated as being dismissed? Is consent from a third party required before an employer can dismiss?

An employee is dismissed when the employment relationship is terminated by unilateral decision of the employer, either expressly, in writing or verbally, or tacitly.

To be lawful, the dismissal must comply with the applicable legal requirements (notably, regarding justification) and procedure, but it does not, as a rule, require the consent of third parties, with the exception of the dismissal of pregnant, postpartum or lactating employees or employees in parental leave, which is preceded by a positive opinion from the *Comissão para a Igualdade no Trabalho e no Emprego*.

In the event of a dismissal, employees may:

- (i) File an injunction to preventively suspend the dismissal.
- (ii) File a court action to challenge the dismissal on the grounds provided by employment law.

6.4 Are there any categories of employees who enjoy special protection against dismissal?

The following categories of employees benefit from increased protection against dismissal:

- (i) Pregnant, postpartum or lactating employees and employees in parental leave (as mentioned in question 6.3 above).
- (ii) Current and former members of the corporate bodies of employees' representation structures and candidates to said positions.
- (iii) Whistleblowers and employees who reported cases of harassment.

6.5 When will an employer be entitled to dismiss for: 1) reasons related to the individual employee; or 2) business-related reasons? Are employees entitled to compensation on dismissal and if so, how is compensation calculated?

Employers may dismiss employees for:

- (1) reasons related to the individual employee in cases of misconduct that render the employment relationship unbearable, given their seriousness and consequences; and
- (2) business reasons in the following cases:
 - (i) Collective redundancy, i.e., the decision to reduce the workforce due to closure of one or more of the company's undertakings for economic, structural or technological reasons, of at least two or five employees (for companies up to 49 employees or with 50 or more employees, respectively), within a three-month period.
 - (ii) Individual redundancy, i.e., the decision to suppress a job position for the same reasons as collective redundancies, whenever the latter does not apply.
 - (iii) Unsuitability, i.e., the decision to terminate an employee unable to adjust to changes in his/her position, not resulting from the employee's own fault.

Only employees dismissed for business reasons are entitled to compensation of between 12 and 30 days of base salary and seniority payments for each year of seniority (minimum or maximum amounts may apply), as well as notice prior to termination (as described in question 6.1, point (iv) above).

6.6 Are there any specific procedures that an employer has to follow in relation to individual dismissals?

Individual (and collective) dismissals must always be preceded by a formal procedure, which varies depending on the cause for dismissal, as follows:

Dismissal for disciplinary reasons:

- (i) Delivery of a formal accusation, indicating the company's intention to dismiss and a statement of misconduct with a detailed description of the facts charged to the employee.

- (ii) The employee may consult the disciplinary proceeding, file a defence and request additional evidentiary measures.
- (iii) The company must carry out the evidentiary measures requested by the employee, unless they are deemed obstructive or impertinent.
- (iv) Delivery of the dismissal decision with a detailed account of the reasons for the termination.

Collective redundancy dismissal:

- (i) Delivery of a written communication to the impacted employees, their representatives and the Labour Ministry's services, with the reasons for the redundancy.
- (ii) Consultation with the employees' representatives and (potentially) the Labour Ministry's services, as a mediator, to provide information and reach an agreement on the impacts of the redundancy.
- (iii) Delivery of the dismissal decision to each employee concerned, their representatives and the Labour Ministry's services with, amongst other information, a detailed account of the reasons for the termination.

Individual redundancy dismissal:

- (i) Delivery of written communication to the employee and his/her representatives with the reasons for the redundancy, the need to dismiss the employee assigned to the affected job position and the criteria for the selection of the employee.
- (ii) The employee and his/her representatives may (i) request the Labour Inspection's opinion, and (ii) issue their own opinion regarding the dismissal.
- (iii) Delivery of the dismissal decision to the employee, his/her representatives and the Labour Inspection with, amongst other information, a detailed account of the reasons for the termination.

Dismissal for unsuitability:

- (i) Delivery of a written communication to the employee and his/her representatives with, amongst other information, the reasons for the dismissal.
- (ii) The employee may request additional evidentiary measures, whose results must be informed to the employee and his/her representatives.
- (iii) The employee and his/her representatives may issue an opinion regarding the dismissal.
- (iv) Delivery of the dismissal decision to the employee, his/her representatives, and the Labour Inspection with, amongst other information, a detailed account of the reasons for the termination.

6.7 What claims can an employee bring if he or she is dismissed? What are the remedies for a successful claim?

If a dismissal is ruled as unlawful, employees may be entitled to:

- (i) Indemnity for damages caused, including payment of salaries for the period during which the case was being settled in court.
- (ii) Reinstatement in the company.
- (iii) Compensation *in lieu* of reinstatement (if requested by the employee) to be determined by the court between 15 and 45 days of base salary and seniority payments for each year of seniority, with a minimum of three months' pay.

6.8 Can employers settle claims before or after they are initiated?

A settlement can be made either before or after the claim has been lodged and at any stage of the proceeding.

6.9 Does an employer have any additional obligations if it is dismissing a number of employees at the same time?

The dismissal of several employees within a three-month period may trigger a collective redundancy if justified on business reasons, with the requirements, procedure and effects described above.

Otherwise, several simultaneous individual dismissals are treated separately.

6.10 How do employees enforce their rights in relation to mass dismissals and what are the consequences if an employer fails to comply with its obligations?

Employees may challenge the dismissal decision in court. If a dismissal is ruled as unlawful, employees have the rights described in question 6.7 above.

7 Protecting Business Interests Following Termination

7.1 What types of restrictive covenants are recognised?

Employment law does not, as a rule, admit agreements between the employer and the employee that limit the latter's freedom to work after the termination of the contract.

Nevertheless, some covenants are allowed, such as non-compete covenants.

7.2 When are restrictive covenants enforceable and for what period?

Non-compete covenants are enforceable upon termination of the employment contract and up to a period of two years following the termination, which may be increased to three years for employees who held positions of trust or had access to sensitive information.

7.3 Do employees have to be provided with financial compensation in return for covenants?

For non-compete covenants to be valid and enforceable, the employee must be paid a fair compensation.

Despite employment law not specifying the amount or the criteria for the compensation, courts have understood that the compensation needs to be adequate and proportionate to the limitations imposed in order to compensate the employee's loss of income. Ultimately, the compensation amount needs to be assessed case by case.

7.4 How are restrictive covenants enforced?

The remedies for a breach of non-compete consist of (i) withholding payment of the compensation, if not yet paid, (ii) reimbursement of the compensation, if already paid, and (iii) payment of damages arising from the former employee's competing activity.

Since the burden of proof of damages falls on the company and these may be difficult to quantify, it is common for non-compete covenants to include a contractual penalty.

8 Data Protection and Employee Privacy

8.1 How do employee data protection rights affect the employment relationship? Can an employer transfer employee data freely to other countries?

Employee data protection is governed by the Labour Code, the GDPR (Regulation (EU) 2016/679) and Law no. 58/2019, which adapts the GDPR to Portuguese law.

Data protection affects several aspects of the employment relationship, such as recruitment, assiduity and punctuality, monitoring of work tools, control of activity and disciplinary action, all of which have to take into consideration the restrictions imposed by the employees' rights to privacy and data protection.

Due to the subordination present in the employment relationship, processing of personal data is based essentially on compliance with legal obligations, the execution of the employment contract and the legitimate interests of the employer. On the other hand, the employee's consent is only exceptionally accepted as ground for the processing of personal data.

Transfer of personal data must abide by the principles and rules of the GDPR. Transfers to third countries or international organisations can take place only if they ensure an adequate level of protection, as decided by the Commission, or if the controller or processor provides appropriate safeguards and on condition that enforceable data subject rights and effective legal remedies for data subjects are available.

8.2 Do employees have a right to obtain copies of any personal information that is held by their employer?

Yes, employees have the right to access, rectify and delete the data processed by the employer. Additionally, employees may request the limitation of treatment and exercise their right of opposition and portability of the data and have the right to withdraw their consent.

8.3 Are employers entitled to carry out pre-employment checks on prospective employees (such as criminal record checks)?

As a rule, the employer may not require information concerning a candidate or employee's private life, except when strictly necessary and relevant to assess their ability to perform the work.

8.4 Are employers entitled to monitor an employee's emails, telephone calls or use of an employer's computer system?

Although companies can establish rules about the use of its IT equipment and software, the employees' right to privacy and confidentiality of personal contacts is also protected by law.

As such, monitoring is subject to restrictions, arising, amongst others, from the Portuguese Data Protection Authority's Resolution no. 1638/2013, according to which control by the company should be proportional to the restrictions to the employees' rights. For instance, monitoring should not be permanent or persecutory, but random, sporadic and follow objective criteria.

8.5 Can an employer control an employee's use of social media in or outside the workplace?

The employer can establish rules about the use of its IT

equipment and software, including for social media purposes. In this case, control can be carried out as explained in question 8.4 above.

If employees use social media on personal equipment (e.g., a mobile phone) during working hours, control can only be exerted indirectly, insofar as it has an impact on the employee's activity.

The use of social media outside working hours is not, as a rule, relevant for the employment relationship, except when it affects employment duties not dependent on the effective provision of work, e.g., respect and loyalty, in which case it may be relevant for disciplinary purposes.

8.6 Are there any restrictions on how employers use AI in the employment relationship (such as during recruitment or for monitoring an employee's performance or productivity)?

As stated above, employees or job candidates have the right to equal opportunities and equal treatment with regard to access to employment, training, promotion or professional career and working conditions, and may not be favoured, benefited, prejudiced, deprived of any right or exempted from any duty on the grounds of any discriminatory factor. The aforementioned right also applies in the case of decision-making based on algorithms or other artificial intelligence systems.

Employees should be informed in writing of the parameters, criteria, rules and instructions on which algorithms or other artificial intelligence systems that affect decision-making on access to and maintenance of employment, as well as working conditions, including profiling and monitoring of professional activity, are based.

Works council and trade union delegates also have access to such information.

9 Court Practice and Procedure

9.1 Which courts or tribunals have jurisdiction to hear employment-related complaints and what is their composition?

Employment tribunals have exclusive jurisdiction to decide on employment-related claims. These courts are organised by sections, each headed by a judge.

9.2 What procedure applies to employment-related complaints? Is conciliation mandatory before a complaint can proceed? Does an employee have to pay a fee to submit a claim?

The law foresees several special procedures for specific purposes (e.g., challenging a formal dismissal, work accidents or recognition of an employment relationship), each with specific phases and deadlines, as well as a common procedure, for non-specific purposes.

Despite each procedure's specificities, most include a formal conciliation phase, mediated by the judge, either at the beginning of the procedure or prior to the trial hearing.

Unless employees benefit from an exemption from court costs, they are required to pay the standard applicable court costs, whose amount depends on the amount of the claim.

9.3 How long do employment-related complaints typically take to be decided?

The duration of court cases depends on multiple factors, notably if the process is urgent (as a rule, special procedures are urgent), complexity of the disputed subject and the number of parties and claims. Court cases tend to take from 18 months to four years to settle, including appeals.

9.4 Is it possible to appeal against a first instance decision and if so, how long do such appeals usually take?

The parties may appeal from a first instance decision, provided certain requirements are met. These requirements may be related to the matter under discussion or the value of the claims, which must be higher than EUR 5,000.

Appeals tend to take from six to 12 months to decide.



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He is a leading labour lawyer in Portugal, boasting over 40 years of experience.

Manuel couples his vast experience in labour law with a no less significant experience in national and international arbitration, having acted as both Counsel and arbitrator in commercial and corporate law, construction and public works, contracts and labour law-related arbitration proceedings.

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