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Newsletter



Expert Legal Assistance

Presidential Decree no. 31/17, of February 22th

Temporary provision of workers (Manpower Services) Angola

An Expert Legal Assistance Publication

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The legal scheme for temporary provision of workers is in force since February 22th, as well as the regulations applied to temporary work agencies and its contractual relations with workers and users/clients.

There are some major differences in some aspects of the previous regulation provided by the now revoked Presidential Decree 272/11 of October 26th.

The regulation established by Presidential Decree 31/17 of February 22th applies to all companies and cooperatives aiming temporary provision of workers as corporate purpose.

The companies providing temporary workers must get previous authorization from the member responsible for the work administration area, and the applicant must comply with the following requirements:

- good repute;
- technical, organizational and functional skills to pursue the activity;
- tax obligations in order before tax administration and social security.

The company is considered of good repute if it is capable of commerce activity and is not burdened by any prohibition of economic activity.

The technical organizational and functional skills are assessed by existing suitable facilities, human resources to satisfy the activity's requirements, and both administrative and organizational support necessary to management. It's mandatory to have a joint technical visit to company facilities from the concerned department of work administration area.

The applicant shall provide the authorization application for temporary work business activity to the member responsible for work administration area, with several documents:

- application stating name, head office, tax ID number, copy of the commercial register and of the articles of association, titleholder of the social bodies and address of the facility where the activity will be pursued.
- declarations stating all tax obligations are in order before tax administration and social security;
- proof of technical, organizational and functional skills requirements to pursue the activity.

The license to pursue the activity is issued by the relevant entity within the employment and professional training area, following approval by the relevant body.

A) Employment Contract

It is mandatory to close a written temporary employment contract stating the following elements:

- a) workers identification;
- b) professional rank or exercised job description;
- c) wages;
- d) length of employment contract;
- e) working hours and place of work;
- f) signature date.

B) Previous conditions to legally establish a work provision contract

Only workers with at list two months of effective work contract with the company (employer) can be used in a work provision contract, in case of noncompliance the said contract is void and of no legal effect.

It is only allowed to close a temporary work provision contract in the following cases and for the following lengths:

- **Maximum 24 months term with possible extension for a period up to six months following authorization of the General Labor Inspectorate:**
 - specialized labor needs.
- **Maximum 12 months term:**
 - absent worker replacement due to impossibility to provide the service;
 - temporary or exceptional activity increase, including for task's and production's recuperation.
- **Maximum 6 months term:**
 - necessity arising from vacancies during recruitment proceedings for fulfillment of this same vacancies;
 - seasonal activity or other economic activities with an irregular annual cycle of production due to the structural nature of its market or other relevant cause.

- **Maximum 6 months term with possible extension for another six months following authorization of the General Labor Inspectorate:**
- specially defined and short term task;
 - intermittent labor needs due to daily or half-daily activity fluctuations, providing the use will not exceed, in a week's time, half the regular working period in the using company;
 - Intermittent workers needs to provide direct family support, of social nature, during the day or part of the day;
 - labor needs for projects of short term nature, specially companies or stores installation and restructuring , industrial facilities, building and repairing.

In any case, a contract renewed once or more times is considered a single contract.

The succession of temporary workers in the same position is forbidden after reaching the aforementioned maximum term.

If the worker still works for the user once ended the terms set in above, he will be integrated in the client/user permanent staff.

The scheme also sets the provision contract's format and content, mandatorily under written form and in duplicate and should contain:

- a) worker full identification;
- b) job position and a description of tasks;
- c) salary and complements;
- d) contract length;
- e) work periods and place of work;
- f) signature date

The succession of workers on the same position is prohibited after reaching the maximum limits laid down by law.

C) Temporary work provision contract

While closing the temporary work provision contract, the client/user must require from the temporary work company a copy of the work accident and occupational diseases insurance policy which encompassing the

temporary worker, and the role he will perform under the usage contract, otherwise he will be liable for the insurance.

The user is the sole responsible for the elements provided when contacting the temporary work company, namely, in case of lack of reason justifying the use of temporary work.

The scheme also sets the provision for temporary work provision contract's format and content, mandatorily under written form and in triplicate and should contain:

- a) full identification of the company providing temporary workers;
- b) the reasons base on the client/user decides to have a temporary work provision contract;
- c) general description on the positions and tasks to be performed by the temporary workers;
- d) fees to be paid to the company providing temporary workers;
- e) contract's length;
- f) signature date.

The workers provided to the client/user under the temporary work provision contract are not included in the users staffing.

The extinction or suspension of the temporary employment contract, except if otherwise agreed will not implicate the end of the provision contract, and the temporary work company shall provide the user another worker to replace the one with suspended contract.

This obligation also includes the temporary work company if, within the first 15 days of the worker's presence, the worker does not adapt to his position or whenever a disciplinary proceeding takes to the preventive suspension from temporary worker.

The temporary work company still has to replace the temporary worker if he is unable to provide effective work for reasons beyond the client's/user's control.

D) Work conditions

During the temporary work provisions contract execution, the worker shall be under the work scheme applied to the user/client regarding way, place, working hours and work provision suspension, hygiene, safety and occupational health, and access to social facilities.

During the contract's execution, the user shall have executive power over the temporary worker as well as other powers inherent to the work.

The user must inform the temporary work company and the temporary worker of any safety and health risks inherent to the position.

The temporary work company may not ask the temporary worker for any amount under any reason, namely for provided services or professional training.

The user must ensure the conditions for the temporary worker pursue his activity are similar to the other workers; the temporary worker shall not be object of any kind of discrimination, especially regarding wages, and additional benefits; Temporary workers must have the same salary, complements, hygiene, safety and occupational health conditions as the client's/user's permanent staff.

Usage contract clauses prohibiting contract closure between the temporary worker and the user or imposing compensation to the temporary work company are void.

Any temporary work contract that does not comply with the legal requirements established in Presidential Decree no. 31/17 of February 22th is null as a consequence the set term work contract established with the worker is also null, therefore the worker will be included in the client's/user's permanent staff.

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