

IMPLICATIONS OF THE COVID-19 AT THE WORKPLACE

Angola

CORONAVIRUS AND COVID-19

Coronaviruses are a large family of viruses which may cause illness in animals or humans. In humans, several coronaviruses are known to cause respiratory infections ranging from the common cold to more severe diseases such as Middle East Respiratory Syndrome (MERS) and Severe Acute Respiratory Syndrome (SARS).

COVID-19 is the infectious disease caused by the most recently discovered coronavirus. This new virus and disease were unknown before the outbreak began in Wuhan, China, in December 2019. This disease was recently declared as a pandemic by the World Health Organization.

Pursuant to the most recent information, the number of infected people worldwide amounts to 175,000, with cases reported in 141 countries. From the total infected population, more than 75,000 persons have been declared fully recovered. Angola is still one of the few countries of the world with no reported case of the disease up to this moment.

RIGHT TO A SAFE WORK ENVIRONMENT

Until this moment, no specific legislation has been adopted by the Angolan government on the COVID-19 outbreak. Precautionary sanitary measures have been determined by resorting to urgency mechanisms set out in the general administrative laws for the protection of public health.

As a general principle, the General Labor Law (Law no. 7/15, of 15 June 2015 – “GLL”) mandates that all employers must adopt and strictly enforce measures on safety, health and hygiene at work, this notably includes:

- i) ensure that no employee is exposed to the effects of physical, chemical, biological or environmental conditions or agents, or conditions or agents of any other nature, or to weights, without being warned about the damage those conditions or agents may cause to health and informed of the means to avoid them;
- ii) whenever necessary to prevent the extent of reasonable risks of accident or damaging effects to health, provide the employees with garments, footwear and personal protection equipment, and to prevent access to the workplace to the employees who are not wearing personal protection equipment; and
- iii) cooperate with the sanitary authorities to eradicate epidemics or local endemic diseases.

The duties mentioned above entail that employers must be particularly alerted to risk assessments and any factor related to infection and contamination of the work environment. In the context of the COVID-19 outbreak, companies should thus consider:

- circulating information on COVID-19 symptoms, the actions aimed at preventing the spread of the disease, especially related to good hygiene practices and provide any necessary equipment to facilitate this, such as hand sanitizers and masks;
- increase routine cleanings, particularly in high-traffic or common areas, spacing workstations, increase remote-work capabilities and modify visitor policies;
- the existence of isolation rooms in the facilities to the extent possible;
- the definition of procedures to inform the health authorities and employee’s families should be implemented, so as to allow for the application of all public health actions and provide for the best care possible; and,
- request employees to provide company with information if they have traveled to infected areas/countries and in that case should remain at home for a 14-day period.

MAIN IMPLICATIONS OF THE COVID-19 OUTBREAK IN THE EMPLOYMENT RELATIONSHIPS

The labor laws do not have a particular provision on the implications of public health measures on the workplace. However, this topic is indirectly regulated in multiple GLL's provisions that entail a large set of implications of the COVID-19 outbreak in the employment relationships:

- **Sick Leaves** – The immediate implication of the infectious disease caused by COVID-19 is the need for the infected employees to go on sick leave. The GLL here provides for different rules for Large and Medium-sized companies and Small and Micro companies. The implications are at the level of potential loss of salary and employer's duty to continue to remunerate the sick employee, duration of the leave and possibility to terminate the employment relationship.
- **Family Leave** – COVID-19 may entail the need for an employee to render assistance to infected close family members or under age children. The implications here are also at the level of period the leave and the potential loss of salary.
- **Remote Work or Teleworking** – Despite the total silence of the GLL on remote working, the implementation of this work scheme is possible either as a result of employer's unilateral decision or through company's internal policies. The use of work tools, attendance and compliance with working time limits and overtime legislation needs to be regulated in order to accommodate the GLL's provision on each topic and the general silence on telework.
- **Suspension of the Employment Relationships** – The GLL sets out that any temporary force majeure circumstance hindering company's operations and/or the performance of work by employees may entail the suspension of the employment relationships. The implementation of the suspension requires compliance with a statutory procedure before the General Inspectorate of Labor and the relevant employees. The fundamental implication is the temporary suspension of company's duties to pay salaries during the force majeure situation, which may be converted into termination of the employment relationships for expiry should the circumstance lasts for six months and payment of a severance compensation similar to the cases of redundancy.
- **Redundancies** – The last resort mechanism under the GLL is the formal redundancy of the employees should it is concluded that the hindrance of company's operations and/or the performance of work by employees entails the loss of work posts. Redundancy requires compliance with a statutory procedure before the General Inspectorate of Labor for either individual redundancies (up to 20 employees) or collective dismissals (more than 20 employees) and payment of a severance compensation.

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