

mirandaalliance

IMPLICATIONS OF THE COVID-19 AT THE WORKPLACE

Mozambique

MEMBERS ANGOLA | BRAZIL | CAMEROON | CAPE VERDE | CÔTE D'IVOIRE | DEMOCRATIC REPUBLIC OF THE CONGO | EQUATORIAL GUINEA | GABON | GUINEA-BISSAU | MACAU (CHINA)
MOZAMBIQUE | PORTUGAL | REPUBLIC OF THE CONGO | SÃO TOMÉ AND PRÍNCIPE | SENEGAL | TIMOR-LESTE **LIAISON OFFICES** FRANCE (PARIS) | UK (LONDON) | USA (HOUSTON)

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 an 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 pandemic by the World Health Organization.

Pursuant to the most recent information, the number of people infected 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. Mozambique is still one of the few countries in the world and in Africa without reported cases of this disease up to this moment.

RIGHT TO A SAFE WORK ENVIRONMENT

Until this moment, no specific legislation has been adopted by the Mozambican government on the COVID-19 outbreak. Precautionary measures have been recently announced by the President of the Republic, which include, among others, that all citizens coming from countries with COVID-19 active transmission to undergo a mandatory 14-day quarantine in Mozambique, and that events and gatherings with more than 300 people must be suspended, as well as State visits abroad.

As a general principle, Labour Law (Law no. 23/2007, of 1 August – “LL”) requires all employers to adopt and strictly enforce measures regarding the safety, health and hygiene at work, which notably includes:

- i) to ensure that all employees benefit from the right to perform their work in hygienic and safe conditions, namely by creating and developing adequate means for protecting the physical and mental integrity of employees and constantly improving working conditions;
- ii) to provide their employees good physical, environmental and moral working conditions, inform them of the risks of their job, and instruct them on the appropriate way to comply with the rules on hygiene and safety at work;
- iii) where necessary, employers must provide protective equipment and appropriate work clothing in order to prevent the risk of accidents or effects that are detrimental to the health of employees;

- iv) both employers and employees shall promptly and rigorously comply with the legal and regulatory rules, as well as with the directives and instructions of authorities with competence on matters of hygiene and safety at work.

The duties mentioned above imply that employers need to be particularly alert 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:

- to circulate information on COVID-19 symptoms, implement procedures aimed at preventing the spread of the disease, especially related to good hygiene practices and providing any necessary equipment to make them easier to comply with, such as hand sanitizers and masks;
- to increase routine cleanings, particularly in high-traffic or common areas, spacing workstations, increasing remote-work capabilities and modifying visitor policies;
- the existence of isolation rooms in the facilities, if possible;
- defining and implementing procedures to inform the health authorities and employee’s families, in order to allow all public health actions to be enforced and the provision of the best possible care;
- request employees to provide the company information on whether they have travelled to infected areas/countries and, should that be the case, remain at home for a 14-day period; and
- instructing employees to avoid face-to-face meetings and gatherings to the maximum possible extent.

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

The labour legislation does not have a specific provision on the implications public health measures have in the workplace. However, this topic is indirectly regulated in multiple provisions of the LL, particularly the section on Hygiene and Safety at Work, which provides a large set of implications on the way COVID-19 outbreak affects employment relationships:

- **Justified absence for illness** – The immediate implication of the infectious disease caused by COVID-19 is the possibility of the infected employees to be absent from workplace due to illness.
- **Justified absence for children assistance** – COVID-19 may entail the need for an employee to render assistance to their own affected children or other minors affected under his/her responsibility.
- **Remote or Teleworking** – Despite the fact that the LL is completely silent on working remotely, the implementation of this work scheme is possible either as a result of the employer's unilateral decision or of the 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 LL's provisions on each topic and the general silence on telework.
- **Suspension of Employment Relationships** – The LL sets out that for economic reasons, attributable to the market, technological reasons, disasters and other events that affect or may foreseeably come to affect the normal business of the enterprise or establishment, the employer may suspend employment relationships. The implementation of the suspension requires compliance with a statutory procedure before the General Inspectorate of Labour, Trade Union and before the relevant employees. The fundamental implication is that during such period the employees affected by the suspension of their employment contracts shall be entitled to 75%, 50% and 25% of the respective remuneration for the first, second and third month provided that such remuneration is not, in any circumstance, less than the national minimum wage. However, if circumstances causing the suspension last for more than three months, the parties may agree to terminate the employment contract or relationship, upon the payment of a severance compensation similar to the cases of termination of employment contract with just cause by the employee, which can be divided into three instalments if the parties' agree to do so.
- **Redundancies** – The last resort mechanism under the LL is the formal redundancy of the employees should it be concluded that the hindrance of company's operations and/or the performance of work by employees entails the loss of working positions. Redundancy requires compliance with a statutory procedure before the General Inspectorate of Labour, the Trade Union and the affected employee, for either individual redundancies (up to 10 employees) or collective dismissals (more than 10 employees) and the payment of a severance compensation.

mirandaalliance

MAPUTO

Paulo Pimenta

Paulo.Pimenta@pimentalawfirm.com

Daniela Carvalho

Daniela.Carvalho@pimentalawfirm.com

E: maputo@pimentalawfirm.com

LISBON

Susana Pinto Coelho

Susana.Coelho@mirandalawfirm.com

E: lisbon@mirandalawfirm.com



www.mirandaalliance.com