



Employment Q & A for Portugal (per December 2012)

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Q1: Am I allowed to end the contract at any time?

The employee may terminate the contract at any time by observing the notice period of 30 or 60 days depending on the longevity of the contract. The employer may not terminate the contract unless subjective or objective reasons are applicable.

When the employee fails his duties in a way that compromises the maintenance of the contract, the employer may start a disciplinary proceeding for his/her dismissal without any compensation.

Whenever economic or financial reasons are applicable, the employer may also start a proceeding for collective dismissal or 'extinguishing the labor post'. This last measure is applicable up to the termination of a small number of posts (3-5).

Contracts for a fixed period of time can terminate under the same conditions and, obviously, at the conclusion of the pre-determined term by a notice of 15 days for employers and 8 days for employees.

Contracts regarding pregnant women are subject to special regulations and wherever there is a presumption of unlawful dismissal. The employer must obtain the prior approval of an official committee for the protection of women and maternity rights and anti-discrimination between male and female (CIT).

Q2: Is anyone to be informed before firing an employee?

In the case of subjective reasons dismissal, the employer must inform the union council when the employee to be dismissed is a member of a union.

In the case of objective reasons dismissal, the employer must inform a specific organ of the Ministry of Labor and Economics (DGRCT) and also the employees representative council where this exists .

If the employee is pregnant or on parental leave CIT needs to give its approval for the termination of the employment.

The employee must always be heard before the termination. Even in objective reasons dismissal, the employer must assure the employee's right to defend his-/herself.

Q3: Is there a prescribed form for the termination of a labor contract?

Yes, it must be in writing and properly justified.

Q4: Are redundancy payments mandatory?

Yes, except in the case of subjective reasons dismissal.



Q5: How can an employee fight the decision of dismissal?

By taking legal action before the Labour Court of his/her residence or the one closest to the head offices of the employer.

Contact: Joao José Brito, Vaz Serra e Associados - Sociedade de Advogados RI, jjbrito@vsa-law.net