

# LABOR NEWSLETTER

## // Angola

JULY – SEPTEMBER 2026



### PODCAST

#### EMPLOYMENT MATTERS

Episode 749: Angola's New Gender Equality and Equity Policy: What Employers Need to Know

Presidential Decree No. 157/26, of 1 September 2026, recently approved the National Policy for Gender Equality and Equity and its Implementation Plan. This decree repeals Presidential Decree No. 222/13, of 24 December 2013, as well as any legislation that contradicts what is set out here.

Learn more through the podcast available at the link above.

## OPINION

### NEW LICENSING REGIME FOR OCCUPATIONAL SAFETY, HYGIENE, AND HEALTH COMPANIES

While the debate surrounding Angola's labor reform has been dominated by discussions about the new General Labor Law and its amendments, a technical regulation with significant practical implications (one that could directly affect the day-to-day operations of companies) continues to go largely unnoticed: Presidential Decree No. 179/24, of 1 August 2024, which approved the Regulations on Licensing for the Provision of Occupational Safety, Hygiene, and Health (OSH) Services.

This market had previously operated with little oversight, which led to the need to regulate the registration and certification of OSH activities, based on International Labor Organization Conventions No. 155 and No. 161, as part of the administrative simplification efforts under the *SIMPLIFICA 2.0* Project.

In order to carry out OSH activities, companies may have their own in-house team (internal service), join with other companies to share a common team (inter-company service), or hire a specialized external firm (external service), which must hold a license issued by the General

Inspectorate of Labor (GIL) following a rigorous documentation process and an on-site inspection of its facilities in order to offer its services. Each of these options requires specific facilities, equipment, and qualified personnel. Regardless of the option chosen, if something goes wrong with employee safety, the responsibility always remains with employer, even if the service was contracted to a third party.

The rules for occupational physicians are equally strict. They are now required to have a recognized specialty, to devote at least 40 hours per month to each company and may not work for more than three companies at the same time. A detailed system of mandatory medical examinations, including pre-employment, periodic, return-to-work, change-of-duty, and termination examinations, is also established, with specific timeframes depending on employee's age and level of exposure to occupational hazards.

Also noteworthy is the obligation to retain employee' medical records for a minimum period of 20 years after the termination of the employment relationship, as well as the duty to submit quarterly reports to GIL regarding risk assessments, workplace accidents, sick leave, and statistical data from the assessments conducted.

This change does not stand alone. It comes while the new General Labor Law and the complementary regulations of 2025 are tightening labor rules: higher fines, increased oversight of foreign workers, and now stricter requirements in workplace safety. This creates an immediate practical risk for companies, as those that contract external OSH services from unlicensed providers may find themselves unprotected in the event of an inspection.

To mitigate the risk of noncompliance, companies must ensure that their occupational health and safety service providers are properly licensed by GIL, review their contracts

for outsourced services in light of the new documentation requirements, and confirm that the occupational physicians involved meet the newly mandated requirements for professional accreditation and availability.

## CASE LAW

**REGULAR DELEGATION OF POWERS DOES NOT INVALIDATE THE DISCIPLINARY PROCEEDINGS; BREACH OF THE DUTIES OF CARE AND DILIGENCE CONSTITUTES JUST CAUSE FOR DISMISSAL (PRE-TRIAL RULING OF THE 3RD SECTION OF THE LABOUR DIVISION OF THE BELAS DISTRICT COURT, CASE NO. 537/25-F2)**

A Logistics Coordinator challenged his disciplinary dismissal, seeking a declaration of unlawfulness and compensation. He alleged that the interview had been conducted by external legal counsel without express delegation, rendering the proceedings null, and that employer had not observed the criteria for weighing and grading the disciplinary measure.

Employer maintained that it had complied with the legal formalities, including the written delegation to lawyers. It alleged that employee had learned of the arrival of the goods in November 2024 but only detected the absence of two containers in April 2025, causing high demurrage costs.

The Court dismissed the action and absolved employer of all claims.

The Court held valid the written delegation of investigatory powers to external persons, including lawyers, under Articles 77.2 and 86 of the General Labour Law, provided the final decision remains with employer (Article 88.2). As the investigating officer had been appointed in the opening order, the Court rejected the alleged lack of standing.

As to just cause, the Court found that employee had not timeously confirmed the correspondence between the containers received and those ordered, in breach of the duties of care and diligence set out in Articles 282(h), (i) and (m), and 84(a) and (b), of the General Labour Law. This omission broke the trust indispensable to the employment relationship.

The decision confirms that the written delegation of disciplinary investigation to external lawyers is valid provided the final decision remains with employer. It also reinforces that failures of oversight and control in positions of responsibility, where they give rise to material losses, may justify loss of trust and dismissal. Employers should document the delegation and precisely substantiate the breach of the duties of care, diligence and prevention.

**LAPSE OF THE RIGHT TO BRING PROCEEDINGS MORE THAN 180 DAYS AFTER DISMISSAL, DESPITE PRIOR MEDIATION; CLAIMS DEPENDENT ON REINSTATEMENT RENDERED MOOT AND EXCHANGE-RATE RETROACTIVITY NOT PROVEN (PRE-TRIAL RULING OF THE 1ST SECTION OF THE LABOUR DIVISION OF THE BELAS DISTRICT COURT, CASE NO. 736/21-A/T)**

A Senior Materials Planner, with approximately twenty years of service at an entity of an oil group in Angola, sought a declaration of unlawfulness of his dismissal and payment of salaries and allowances, AOA 16,420,536.00 for two years of exchange-rate retroactivity, and AOA 32,970,760.00 in compensation, totalling AOA 173,380,272.00.

Employee alleged that he had been dismissed for joining a 90-day strike, begun on 16 December 2019, over the exchange-rate adjustment of salaries, despite the protection afforded by his status as a member of the trade union committee. He challenged the substantive grounds for the dismissal and invoked the lack of a dismissal medical examination, continuity of health insurance, and payment of exchange-rate retroactivity.

The respondent invoked lapse of the right to sue after mediation failed on 20 June 2021, the

action should have been brought by 19 August but was only filed on 14 September. It further argued that the employment contract had ended in June 2020 by way of a lawful collective dismissal, that it had paid the amounts due, that employee had not scheduled the indicated medical examination, that the insurance had ended with the employment relationship, and that the salary policy had been exclusively in kwanzas since 1 July 2013. Payment of retroactive amounts was subject to a contractual condition that had not been met.

The Court dismissed the action in its entirety and absolved the respondent of all claims.

Under Articles 305 and 306 of the Civil Procedure Code, the Court set the value of the claim at AOA 135,115,246.00, rather than the AOA 173,380,272.00 claimed.

Although employee had observed the 30-day time limit following the failed mediation (Article 291 of the General Labour Law), he exceeded the separate 180-day time limit for seeking reinstatement, set out in Articles 303 and 305. The dismissal took effect on 5 June 2020, and mediation was only initiated in July 2021, by which time the right had already lapsed. The Court declared the lapse of its own motion, under Articles 493.3 and 495 of the Civil Procedure Code, rendering moot the claims dependent on reinstatement.

As to the exchange-rate retroactivity, the collective agreement of 27 May 2020 provided for the kwanza as the sole legal tender and for increases in salaries and allowances, but not for any compensation for the conversion of dollars into kwanzas. For lack of proof, the Court dismissed the claim.

The decision confirms that the separate 180-day time limit for seeking reinstatement is not cured by compliance with the 30-day time limit following failed mediation. Once that right has lapsed, claims dependent on it are rendered moot, and only the independent claims survive. It further confirms that benefits allegedly provided for in a collective agreement fail where its text does not expressly provide for them.

This judgment forms part of a series of decisions favourable to employer, issued over the past two years in actions brought by former employees affected by the 2020 collective dismissal. The dispute traces back to the strike of November 2019, in which employees challenged the alleged unilateral elimination of salary indexation to the USD.

## LEGAL NEWS

- **Presidential Decree No. 156/26, of August 27** – Approves the Organic Statute of the General Inspectorate of Labor. It repeals all legislation that conflicts with the provisions of this decree, namely Presidential Decree No. 90/22, of 18 April 2022; Article 36 of Presidential Decree No. 232/21, of 22 September 2021; and the Social Security Inspection Regulations, established by Executive Decree No. 667/17, of 14 December 2017.
- **Presidential Decree No. 155/26, dated August 26** – Approves the Organic Statute of the Social Security National Institute (INSS). Repeals all legislation that conflicts with the

provisions of this decree, namely Presidential Decree No. 232/21, of 22 September 2021.

- **Presidential Decree No. 157/26, dated September 1** – Approves the National Policy on Gender Equality and Equity, hereinafter referred to as “PNIEG,” and its Implementation Plan. It repeals Presidential Decree No. 222/13, of 24 December 2013, and all legislation that conflicts with the provisions of this decree.

## KEY OBLIGATIONS TO CONSIDER

- Submission of the payroll record to INSS and payment of contributions by the 10th of the following month (electronic submission is mandatory for companies with more than 20 employees).
- Submission of the Human Resources Development Plan (PDRH) via the electronic platform of the Ministry of Mineral Resources, Oil, and Gas (MIREMPET), known as “SIASP”, by 30 October (mandatory for companies under MIREMPET’s supervision).



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