



# **GLOBAL EXPANSION GUIDEBOOK EMPLOYMENT**

*Venezuela*



Downloaded: 01 May 2025

## INTRODUCTION

Welcome to the 2024 edition of DLA Piper's *Global Expansion Guidebook – Employment*.

### GLOBAL EXPANSION GUIDEBOOK SERIES

Many companies today aim to scale their businesses globally and into multiple countries simultaneously. In order to help clients meet this challenge, we have created a handy set of global guides that cover the basics that companies need to know. The *Global Expansion Guidebook* series reviews business-relevant corporate, employment, equity compensation, intellectual property and technology, and tax laws in key jurisdictions around the world.

### EMPLOYMENT

As business grows more global, the challenge for in-house counsel and HR professionals responsible for workforce issues and employment law compliance is intensifying. This guide is designed to meet that challenge head on and has been produced in response to feedback from clients in both established and emerging international businesses. We hope it will become an invaluable resource for you.

This 2024 edition of our popular guide covers all of the employment and labor law basics in 63 key jurisdictions across the Americas, Asia Pacific, Europe, the Middle East and Africa. From corporate presence and payroll set-up requirements, language rules, minimum employment rights, business transfer rules, through to termination and post-termination restraints, we cover the whole employment life span.

We have used our global experience and local knowledge to bring you this newest edition of our guide. With over 300 lawyers, DLA Piper's global Employment group is one of the largest in the world, with one of the widest geographical footprints of any global law firm. We partner with our clients, wherever they do business, to find solutions and manage risk in relation to their legal challenges and objectives.

While this guide provides high-level guidance, it is not a substitute for legal advice, and we encourage you to take advice in relation to specific matters. If you wish to speak to any of our contributors, their contact details are set out towards the back.

We hope that you find this guide valuable and we welcome your feedback.

To learn more about DLA Piper's global Employment practice, visit [www.dlapiper.com](http://www.dlapiper.com) or contact:

Brian Kaplan  
Co-Chair, Global Employment practice  
[brian.kaplan@dlapiper.com](mailto:brian.kaplan@dlapiper.com)

Ute Krudewagen  
Co-chair, International Employment practice  
[ute.krudewagen@dlapiper.com](mailto:ute.krudewagen@dlapiper.com)

Pilar Menor  
Co-Chair, Global Employment practice  
[pilar.menor@dlapiper.com](mailto:pilar.menor@dlapiper.com)

This publication is provided to you as a courtesy, and it does not establish a client relationship between DLA Piper and you, or any other person or entity that receives it.

This is a general reference document and should not be relied upon as legal advice. The application and effect of any law or regulation upon a particular situation can vary depending upon the specific facts and circumstances, and so you should consult with a lawyer regarding the impact of any of these regimes in any particular instance.

DLA Piper and any contributing law firms accept no liability for errors or omissions appearing in this publication and, in addition, DLA Piper accepts no liability at all for the content provided by the other contributing law firms. Please note that employment law is dynamic, and the legal regime in the countries surveyed could change.

## VENEZUELA



*Last modified 02 July 2024*

### LEGAL SYSTEM, CURRENCY, LANGUAGE

Civil law. The official currency is the Bolívar (VES). The official languages are Spanish and local native languages.

### CORPORATE PRESENCE REQUIREMENTS & PAYROLL SET-UP

Employers must set up a registered entity in Venezuela and complete mandatory social security and labor registrations in order to hire employees. Social security registrations include registration with social security (IVSS), the housing fund (BANAVIH) and the job training institute (INCES). Employers must also register with the Employer Register Office (RNET), Health and Safety Institute (INPSASEL) and the Council of Individuals with Disability (CONAPDIS).

### PRE-HIRE CHECKS

#### Required

None. However, foreign employees are required to have a labor (TR-L) visa in order to work in Venezuela. Therefore, an immigration check is recommended.

#### Permissible

Employers are entitled to use any information about an applicant that is in the public domain, including information available on social media, for verification purposes. Employers may also conduct background checks covering a candidate's education, family and other information at any stage of the hiring process. This includes asking candidates directly for references or contacting previous employers to check references. Information collected must be relevant to the position being applied for.

Employers should avoid collection of information that may be considered offensive or discriminatory. Protected characteristics from discrimination include sex, race, religion, marital status, pregnancy, political beliefs, sexual preferences, social class, union affiliation, physical disability or criminal background.

Specifically, requiring criminal records or a criminal background certificate from candidates and requiring female applicants to undergo medical tests to determine pregnancy are prohibited. HIV testing is permissible when the position applied for involves matters of public health.

## IMMIGRATION

There is a cap of 10 percent of the total payroll on hiring foreign employees in companies with more than 10 employees. The salaries of foreign employees must not exceed 20 percent of the total amount paid by the company to local employees.

Foreign nationals who work in Venezuela require a work (TR-L) visa which is granted for 1 year and allows multiple entries. The TR-L visa is renewable for additional 1-year terms. The local entity and foreign employee must sign an employment contract as part of the documents required by the local authorities to issue a work (TR-L) visa.

## HIRING OPTIONS

### Employee

Employees may be hired under indefinite or fixed-term contracts and on a part-time or shift worker basis.

Fixed-term employment contracts are restricted and may only be entered into when (a) the nature of the services requires, (b) an employee is provisionally replaced by another employee, (c) a Venezuelan employee is temporarily sent abroad to perform services and needs to be replaced, and (d) when an employee is required to complete a specific work or project. Fixed-term employment contracts may only be renewed once. If the employee continues to work after the expiration date or if it is renewed for a second time, then the employment contract becomes indefinite. However, fixed-term employment contracts used in the construction sector may be renewed without limit.

### Independent contractor

Independent contractors perform services under a civil or commercial relationship, characterized by non-exclusiveness of services, absence of employer control, direction and supervising powers, and use of its own resources and personnel to provide services, among others. Independent contractor agreements are not covered by the statutory protections afforded in the Venezuelan labor law.

The Venezuelan labor law presumes an employment relationship where an individual personally provides services and receives remuneration for such services and the company receiving the services has control and direction over the way the services are executed.

### Agency worker

Hiring workers through intermediaries such as temporary work agencies is restricted. Agency workers are entitled to receive the same pay and must be granted equal working conditions as those of the company where they are assigned. In these types of arrangements, the contracting company may be held vicariously liable for any

labor obligations towards the temporary agency worker. Such arrangements may not be used to evade or circumvent labor obligations.

## EMPLOYMENT CONTRACTS & POLICIES

### Requirements

No requirement for employers to enter into a written employment contract, but doing so is advisable as the law presumes that the provisions of a verbal agreement are those alleged by the employee.

When putting the agreement in writing, the parties must sign 2 originals: 1 for the employee and 1 for the employer. The contract must include the following information:

- Employee's name, nationality, address, domicile, marital status and Venezuelan Identification
- If the employer is a legal entity, corporate name, and the domicile and name of its representative
- A description of the scope of work and place of work, the start date of the employment relationship and the type of employment contract
- The length and distribution of daily working hours and the agreed remuneration
- Reference to collective bargaining agreements, if applicable, and
- The duration of the employment contract.

A copy of the signed employment contract must be provided to the employee. The employer must keep a record (ie, book) of the time and date when the employment contract was signed.

### Probationary periods

Probationary periods are used by employers to test the suitability of an employee for a job and by the employee to assess working conditions. Probationary periods may only be used for indefinite-term contracts, for a maximum of 1 month. During the probationary period, both the employee and employer may terminate the employment relationship without notice.

### Policies

Employers may implement internal policies, guidelines and rules. They are contractually binding and must be issued in Spanish. Best practice is to notify employees of such policies and have them sign an acknowledgement of receipt.

All employers must have a health and safety program in place which must be executed in coordination with the entity's health and safety representatives.

### Third-party approval



The health and safety program must be approved by the health and safety authority (INPSASEL). No additional 3rd-party approvals are needed.

## LANGUAGE REQUIREMENTS

Employment contracts and all other work-related manuals, policies, guidelines and regulations must be in Spanish. In exceptional cases as required, these documents may be drafted in local native languages which are acknowledged as official languages under the labor law.

## WORKING TIME, TIME OFF WORK & MINIMUM WAGE

### Employees entitled to minimum employment rights

All employees, whether local or foreign.

### Working hours

The working week consists of 5 days. Employees are entitled to 2 continuous rest days per week.

The limits on daily and weekly hours differ depending on whether the shift is a regular daytime shift, a regular nighttime shift or a mixed shift.

- On a regular daytime shift, work is performed between 5:00am and 5:00pm. This shift cannot exceed 8 hours per day and 40 hours per week.
- A regular nighttime shift consists of any work scheduled between 7:00pm and 5:00am. It cannot exceed 7 hours per day and 35 hours per week. Nighttime shift hours must be paid at least 30 percent above the rate applicable to daytime shifts.
- Mixed-shift work is performed during both daytime and nighttime shifts, but a mixed shift of more than 4 hours during a nighttime shift is regarded as a nighttime shift. A mixed shift employee cannot work more than 7.5 hours per day and 37.5 hours per week.

Employees are entitled to a daily break of at least 1 hour during their shift and cannot work more than 5 consecutive hours. If the employee must remain at their workstation during the break, at least half of the break will be deemed as time worked.

Employers with continuous operations that involve multiple shifts may exceed the daily and weekly limits. However, the hours worked in a reference period of 8 weeks may not exceed an average of 42 hours per week. A 6-day working week must be compensated with an additional day of vacation per 6-day week, to be added to the employee's annual vacation entitlement.

The following employees are exempt from the general rules about working time:

- Employees holding managerial or top-level positions

- Employees with monitoring, surveillance and inspection duties that do not require prolonged efforts and
- Employees with on-duty waiting time periods (eg, employees who are meant to relieve another employee where needed), or employees with intermittent or discontinued activities, that involve long periods of inactivity, but must remain on call at their posting.

Although the general working time rules do not apply to these cases, they must observe a limit of 11 hours per day and an average of 40 hours per week within an overall reference period of 8 weeks.

## Overtime

Overtime work (ie, any work performed in excess of the regular working shift) may only be done if authorized by the Labor Ministry. If, as a result of unforeseen and urgent circumstances, the employer cannot request authorization for overtime work, it must notify the Labor Ministry the day after the overtime was performed and must provide evidence of the reasons for the overtime.

Working shifts including overtime cannot exceed 10 hours per day. Employees cannot work more than 10 overtime hours per week and more than 100 overtime hours per year.

The employer must keep a register of overtime hours concerning who worked overtime, the specific tasks carried out during such time and what compensation was paid for overtime work.

## Wages

The Venezuelan president sets the minimum statutory wage paid to employees. The minimum wage is adjusted periodically. The latest minimum monthly statutory wage published in the local official gazette was set at VES130 (equivalent to approximately USD3.58 at the official exchange rate in force as of February 9, 2024).

## Vacation

Employees are entitled to receive 15 working days of paid vacation if they have worked for more than 1 year, plus 1 additional working day for each additional year of employment up to a maximum leave period of 30 working days per year.

Additionally, employees receive a vacation bonus equal to 15 days of salary after 1 year of employment, plus 1 additional day of salary per additional year of employment up to a maximum vacation bonus equal to 30 days of salary per year. Such bonus must be paid to the employee at the time the employee takes their vacation. The employer must keep a registry of vacation days for all its employees.

Employers are required to ensure that their employees effectively take their vacation every year. Vacation may be accrued for up to 2 years.

## Sick leave & pay

Employees may take leaves for sickness or labor-related incapacity for up to 52 weeks. In order to claim sick pay, employees are required to provide a medical certification, as issued by the Venezuelan Social Security Institute.

During the first 3 days of sick leave, the employer must pay the employee's full salary. Thereafter, the employer must pay 33 percent of the employee's salary, and the remaining 66 percent will be paid by the Venezuelan Social



Security Institute. Some employers pay the employee's full salary during sick leave, as payments by the Social Security Institute are often severely delayed.

## Maternity/parental leave & pay

Employers must grant maternity leave of 6 weeks before birth and 20 weeks after birth. Employees on maternity leave are entitled to receive 33 percent of their salary from the employer with the remaining 66 percent paid by the Venezuelan Social Security Institute, for the entire duration of leave.

Adoption leave of 26 weeks is available if a child is adopted at the age of 3 years or younger. The Venezuelan Social Security Institute pays the employee a portion of the employee's salary (66 percent) during this period, and the remainder (33 percent) is paid by the employer.

Employees are entitled to 14 days' paternity leave. The Venezuelan Social Security Institute pays the employee's full salary during this period.

## Other leave/time off work

During the 1st year of the child's life, parents are entitled to 1 day of paid leave per month for the child's regular health checkups. In support of this, they must submit a medical certificate issued by the health center to the employer.

Venezuelan labor law allows unpaid time off from work for reasons such as when:

- The employee is required to render civil or military service.
- The employee is involved in a collective conflict that has occurred following the procedures established in the labor laws.
- The employee is party to a criminal proceeding, as long as it does not result in a conviction.
- The employee needs time to care for his or her spouse or close relatives up to the first degree of consanguinity.
- The employee carries out studies or take leave for other purposes of interest to him or her.
- Acts of God or force majeure occur that result in the temporary suspension of work (in these cases, authorization must be requested to the Labor Inspectorate within 48 hours from the event).

In such cases, the employee is not entitled to pay, but during the time of the leave (i.e., suspension from work) their seniority continues to accrue. During the leave, the employer must also continue to pay:

- Provision of housing and food to the employee.
- Contributions to the Social Security System, Housing, and job training institute.
- Benefits agreed in the Collective Bargaining Agreements.

## DISCRIMINATION & HARASSMENT

Employers must refrain from any distinctions, exclusions, preferences or restrictions in job access and employment based on sex, race, religion, marital status, pregnancy, political beliefs, sexual preferences, social class, union affiliation, physical disability and criminal background.

Different treatment is not considered discriminatory if it is based on an objective and reasonable purpose. The Supreme Court has identified 4 conditions under which differential treatment is not considered discriminatory:

- It has a specific purpose.
- It has a reasonable aim (ie, it is compatible with constitutional rights and principles).
- It has a proportionate effect in relation to the circumstances and the aim achieved.
- It is applied to all cases of the same kind.

For example, different pay based on seniority, family burdens or qualifications would not constitute discrimination under these criteria.

In addition, there are cases of positive discrimination provided by law – for example, disability quotas and foreign labor quotas.

## WHISTLEBLOWING

There is no special protection for employees who ‘blow the whistle’. However, health and safety representatives are responsible for informing the employer and labour authorities of potential health and safety risks at the workplace. These employees are granted immunity from dismissal (they cannot be terminated, demoted or transferred without prior authorization from the Labor Inspectorate).

## BENEFITS & PENSIONS

Benefits: There are certain statutory benefits that all employees must receive, such as:

- Profit sharing (*utilidades*): Employers must distribute among its employees at least 15 percent of the employer’s net profits before taxes, obtained at the end of the fiscal year, with a minimum of 30 days of salary and a maximum of 120 days of salary.
- Food benefit: Employees are entitled to receive a monthly food benefit ( *Cestaticket Socialista*) of VES1,000 (equivalent to approximately USD 27.54 at the official exchange rate in force as of February 9, 2024).
- Severance payments (*prestaciones sociales*): Employees are entitled to severance payment upon termination of employment, regardless of the cause for termination (see “Severance” below).

Pension: Employees are entitled to receive a lifelong state pension if they meet the following qualifying conditions:

(i) they have reached the retirement age (60 years old for men and 55 for women) and (ii) they have contributed at least 750 weeks. Employees may choose to continue working beyond the retirement age.

The pension benefit is currently set at VES130 per month (equivalent to approximately USD3.58 at the official exchange rate in force as of February 9, 2024). In addition, pensioners are entitled to receive a bonus of VES500 (equivalent to approximately USD13.77 at the official exchange rate in force as of February 9, 2024).

It is not mandatory for employers to provide a pension scheme, but they are required to enroll employees into the Social Security System and make monthly contributions that may range from 9 percent to 11 percent of the employee's regular salary depending on the company's activity and risk profile.

## DATA PRIVACY

Although there is no specific regulation regarding data privacy, employers have a general duty to uphold employees' right to privacy and must observe the data protection principles determined by the Supreme Court (DP Principles).

The DP Principles apply to systems, registers or compilations of data that allow the creation of a complete or partial profile of an individual forming part of such system, register or compilation (in this case, an employee, for example). There is no clear outline of what a "complete or partial profile" involves.

This means that, in general, employee consent is required to process personal data. Venezuelan case law does not draw a distinction between forms of personal data. Therefore, there are no separate standards for the protection of sensitive data.

Pursuant to the DP Principles, employers must (i) inform the employee what data has been collected, (ii) inform the employee of the purpose(s) of the collection of their personal data, (iii) inform the employee who will be the final users of the data (ie, whether any third parties will have access to the data) and (iv) allow the employee to correct any erroneous data or delete any data that may be incomplete, inadequate or excessive in relation to the purpose(s) for which they were gathered (and this must be communicated to any third party who has been given access to the personal data).

Venezuelan law also provides for the protection of private communications, and employers have a strict obligation to keep employee health information and records confidential.

## RULES IN TRANSACTIONS/BUSINESS TRANSFERS

When a business is acquired because of a share or stock purchase, there is no change to the identity of the employer under Venezuelan labor law. The buyer steps into the shoes of the seller and assumes all contractual and statutory rights and liabilities owed by or to its employees.

In contrast, where an asset purchase amounts to the transfer of a business (or part of a business), there is a change of employer, and the following rules apply:

- All rights and duties of the transferor stemming from the employment contract as it exists at the date of the transfer must be transferred to the transferee.

- The change of employer must be notified to the employee, the employees' union and the Labor Inspector.

The old and new employer are jointly and severally liable for all employees' vested rights at the time of the transfer, for up to 5 years from the effective transfer date.

Employees who do not consent to the change of employer may resign with cause within 3 months from the date of the transfer and are entitled to severance payments equal to the amount they would have received in the event of dismissal without cause.

## EMPLOYEE REPRESENTATION

Workers and employers are entitled to organize and incorporate unions. A minimum of 20 workers is required to form a union. There are 2 basic types of unions under Venezuelan labor laws: companywide unions that organize workers of a single company, and industrywide unions that organize workers in an entire industry regardless of the company that they belong to and the position they hold.

Under certain conditions, the workers may exercise their right to negotiate collective bargaining agreements and to resort to collective action, including strikes.

All employers, regardless of number of employees, are also required to set up a workers' council and a health and safety committee.

**Work councils:** Workers must elect between 3 and 7 employees to form the workers' council. Among those members, the workers' council must include a female, an individual aged 15 to 35 and a member of the national militia. Workers' councils oversee the employer's production process, including distribution and supply. They do not have decision-making powers, but they can propose that the employer adopt measures to enhance its productive process. There are no consultation obligations from the employer associated to workers' councils either.

**Health and safety committee:** Workers and employers must set up a health and safety committee with representatives from both sides. The number of health and safety representatives is set by law and depends on the company's headcount. The health and safety committee has various tasks including monitoring health and safety conditions at the workplace and preparing and approving the company's health and safety program.

## TERMINATION

### Grounds

An employer may terminate an employee "with cause" based on the following grounds (within the restrictions indicated below, see "Bar against dismissal"):

- Dishonest, immoral or aggressive behavior.
- Offense or disrespect to the employer, the employer's representatives or family.
- Intentional or negligent behavior that may affect health and safety at work.

- Omissions or imprudence that seriously affects health and safety at work.
- Failure to attend work for 3 days within a month, without cause.
- Causing damage (with intent or negligence) to machinery, tools, furniture, raw materials or finished or unfinished products.
- Disclosure of industrial or trade secrets.
- Serious breach of labor-related obligations.
- Abandonment of work, including the sudden and unjustified exit from the workplace without permission; refusal to perform duties that are part of the job of the employee, unless the duties represent an imminent and grave danger to the life or health of the employee; and unjustified absence of the employee in charge of machinery or an activity that could disrupt other activities of the business.

## Job Stability

All employees, except for top-level and management, are entitled to job stability, which means they cannot be dismissed without cause.

If an employer intends to terminate an employee “for cause,” it must notify the competent labor courts and indicate the grounds for dismissal with 5 working days from termination. If the employer fails to notify the courts, the dismissal will be considered “without cause”.

Employees may challenge the dismissal with the courts but lose the right to re-instatement if they do not oppose the dismissal within 10 days of the termination of employment.

In addition, the following employees are afforded special protections against dismissal, meaning they can only be dismissed with cause and prior authorization from the Labor Inspectorate:

- Pregnant women, from the beginning of the pregnancy, up to 2 years after birth
- Fathers, from the beginning of the pregnancy, for up to 2 years after birth
- Parents adopting children under the age of 3, for up to 2 years from the adoption
- Parents of a disabled or sick child
- Employees during suspension of the labor relationship
- Employees outsourced through unlawful outsourcing arrangements
- Trade union representatives and
- Health and safety representatives.

Employers should consider, however, that this protection and procedure is temporally superseded by the current general bar against dismissal that is in place (see “Bar against dismissal”).

## Bar against dismissal

There is currently a general bar against dismissal or labor freezes in Venezuela which prevents employers from terminating employees on indefinite-term contracts without cause and without obtaining prior authorization from the Labor Ministry. The labor freeze applies to all employees except those holding top-level management positions and seasonal or temporary employees.

Only in the most extreme cases of misconduct or insubordination does the Labor Ministry grant authorization for dismissal. Therefore, employers tend to seek mutual agreement with employees to terminate the labor relationship.

Although labor freezes are intended to be temporary, the president has been extending them continuously since April 2002. The last extension was ordered by Executive Decree No. 4,753 published in the Official Gazette No. 6,723 on December 20, 2022. It has a duration of two years until December 31, 2024.

## Third-party approval for termination

See above, under “Bar against dismissal.”

## Mass layoff rules

Mass layoffs occur when dismissals take place within a 3-month period, in the following numbers:

- At least 10 percent of employees in companies with more than 100 employees.
- 20 percent of employees in companies with more than 50 employees.
- 10 employees in companies with less than 50 employees.

When a mass layoff takes place, the Labor Ministry has the authority to suspend collective redundancies to ensure employment. Mass layoffs requirements do not apply to job reductions that are the result of voluntary departures of employees following enhanced termination offers. The requirements only apply to job reductions that are implemented unilaterally by employers.

Employers must initiate an administrative procedure for termination of its workforce before the Labor Ministry. The petition must set forth the economic or technical reasons that underpin the termination of workforce and provide certain supporting documentation. Once the petition is filed, a negotiation committee is set up. The negotiation committee is composed of 1 representative appointed by the workers’ union, 1 representative appointed by the employer and the labor inspector who chairs the committee and acts as a mediator. The negotiation committee may seek an agreement on the number of workers to be terminated, the timeframe for such terminations and the termination payments that will be provided to departing workers. Instead of the workforce termination, the negotiation committee may agree on alternative measures that avoid the job cuts.

This procedure is rarely used in Venezuela and most terminations are the result of a negotiation process with no government involvement.



## Notice

N/A. None required.

## Statutory right to pay in lieu of notice or garden leave

N/A

## Severance

Employees are entitled to severance payments upon termination of employment regardless of the reason for termination. To ensure payment, employers must make quarterly deposits throughout the employment relationship equivalent to 15 days of pay, into a bank trust or by means of its accounting. This amounts to 60 days of pay per year, based on the salary earned at the time of each deposit, plus 2 additional days per year of seniority, up to 90 days in total.

The accumulated severance deposited or accrued generates interest at a special rate determined by the Venezuelan Central Bank for severance. This must be deposited or accrued on a yearly basis. If requested by the employee, the interest must be paid annually to the employee.

Upon termination, the employee is entitled to receive, whichever amount is greater, (i) the total amount deposited or (ii) the equivalent of 1 month's salary at the time of termination multiplied by the number of years worked.

The salary basis used to determine the severance payment is the employee's "global" salary, which includes both regular and occasional payments received by the employee.

Severance should be paid within 5 days of the termination date. Any payments made to the employee using severance funds prior to termination of employment are treated as severance advances, and these can only be granted once a year, for up to 75 percent of the accrued severance amount. They must only be used for specific purposes listed by law, such as home construction, purchase or repair, payment of mortgages on housing, school tuition and medical expenses.

## POST-TERMINATION RESTRAINTS

### Non-competes

Non-compete and non-solicitation agreements are permissible but cannot exceed 6 months following termination of employment.

Non-compete and non-solicitation restrictions must:

- Be set under reasonable grounds, based on the employee's job, their relationship with clients and access to trade secrets or other confidential information.
- Be agreed in writing.

- Provide compensation to the employee while the restriction is in place (this is only required to enforce a non-compete provision). The amount of compensation to enforce a non-compete provision is not legally defined; therefore, it is up to the parties' agreement.

## Customer non-solicits

See under "Non-competes."

## Employee non-solicits

See under "Non-competes."

## WAIVERS

Any waivers made by the employee are only effective if implemented through a binding settlement agreement that is previously approved by a labor court or the Labor Ministry. Such authorities must verify that the settlement agreement ensures the employee's rights before granting approval. Out-of-court agreements are not binding.

## REMEDIES

### Discrimination

Employees may claim termination of employment on the grounds of discrimination (as a justified cause for termination) before the labor courts. If discrimination is proved, the employer must pay twice the amount of severance payments the employee is entitled to.

Employees may also seek the restitution of a work condition affected by the discriminatory practice or the abolition of a discriminatory measure, through a claim filed before the labor authorities against the employer.

Employers are also subject to civil liability and may respond for both material and immaterial damages caused to the employee.

### Unfair dismissal

Employees who have been terminated without lawful grounds may either file a claim for reinstatement before the Labor Courts or Labor Ministry or claim payment of an indemnity of twice the amount of the severance payments that the employee would ordinarily be entitled to upon employment termination with the Labor Courts.

## CRIMINAL SANCTIONS

There are criminal penalties set in the labor law when an employer:

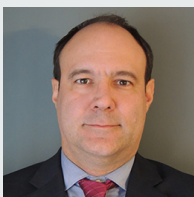
- Refuses to execute a reinstatement order

- Violates strike rights
- Fails to comply with or obstructs actions or procedures from the labor authorities or
- Illegally or fraudulently closes or ceases operations.

In these cases, the employer's representatives or managers would be subject to criminal liability with imprisonment between 6 and 15 months.

Employers may also be held liable where an employee dies due to a serious breach of health and safety obligations in the workplace, subject to imprisonment between 8 and 10 years.

## KEY CONTACTS



**Victorino Márquez**  
D'Empaire Abogados  
[vmarquez@dra.com.ve](mailto:vmarquez@dra.com.ve)



**Biba Arciniegas**  
D'Empaire Abogados  
[barciniegas@dra.com.ve](mailto:barciniegas@dra.com.ve)

## **Disclaimer**

DLA Piper is a global law firm operating through various separate and distinct legal entities. Further details of these entities can be found at [www.dlapiper.com](http://www.dlapiper.com).

This publication is intended as a general overview and discussion of the subjects dealt with, and does not create a lawyer-client relationship. It is not intended to be, and should not be used as, a substitute for taking legal advice in any specific situation. DLA Piper will accept no responsibility for any actions taken or not taken on the basis of this publication.

This may qualify as 'Lawyer Advertising' requiring notice in some jurisdictions. Prior results do not guarantee a similar outcome.

Copyright © 2024 DLA Piper. All rights reserved.