

Labor & Employment Compliance Guide for International Investors (2025)

CEC
Kaitian Luo



国际投资者跨境劳动合规指南 Labor & Employment Compliance Guide for International Investors (2025)

跨境劳动合规 CEC 全球法律网络，罗凯天博士领衔
CEC Global Legal Network (CECGLN), led by Dr. Luo Kaitian (Kai)

委内瑞拉
Venezuela

2025 年 10 月
October 2025

介绍语 Introduction



随着全球化深入发展，企业在多国拓展业务时，跨境劳动合规已成为最复杂严峻的挑战之一。为帮助企业系统应对这一难题，我们携手全球数十个主要司法管辖区的顶尖劳动法律师，共同编撰了这本指南。

With the deepening of globalization, cross-border employment compliance has become one of the most complex and pressing challenges for enterprises expanding their businesses across multiple jurisdictions. To help companies systematically address this challenge, we collaborated with leading labor law experts from dozens of major jurisdictions worldwide to compile this guide.

本指南聚焦企业跨境经营中高度关注的劳动用工合规问题，全面涵盖招聘、入职、在职管理、变更与离职等全环节的核心规则与最新实践，并对工会与集体谈判、供应链与人权、ESG中的劳工议题等新兴挑战进行前瞻分析。

This guide focuses on labor & employment compliance issues of high concern in cross-border business operations. It comprehensively covers the core rules and latest practices across the entire employment lifecycle - recruitment, onboarding, HR management, employment changes, and termination - and provides forward-looking analysis on emerging challenges such as trade unions and collective bargaining, supply chains and human rights, and labor issues within ESG, etc.

2023年，我提出“跨境劳动合规”专业理念，并建立了国内该领域首个知识分享平台——微信公众号“跨境劳动合规 CEC”。借助本指南的编撰，CEC已建立起覆盖全球约80个司法管辖区的国际法律合作网络，致力于促进专业交流与合作，助力中国及国际企业在达成商业目标的同时，成为备受尊重的负责任实体。

In 2023, I introduced the professional concept of “cross-border employment compliance” and established the first domestic knowledge-sharing platform in this field - the WeChat public account Cross-Border Employment Compliance Journal (CEC/CECJ). Through the compilation of this guide, CEC has built an international legal collaboration network covering approximately 80 jurisdictions, dedicated to promoting professional exchange and cooperation, and helping Chinese and international enterprises achieve their commercial objectives while becoming respected and responsible entities.

本指南旨在提供原则性介绍与参考，内容更新至2025年9月。它并非正式法律意见，不得用于营利目的，仅用于内部参考。请注意，相关内容由对应司法管辖区的作者本人负责。除特别标注外，原文均为英文，经译者翻译为中文；中英文如有不一致的，请以英文为准。我们就内容可能存在的错误或遗漏不承担任何责任。如需就具体事项寻求专业意见，欢迎联系我们或作者（注明“CEC”将利于优惠对待）。

This guide is intended to provide a general introduction and reference, with content updated by September 2025. It does not constitute formal legal advice and may not be used for profit-making purposes. It is for internal reference only. Please note that the authors of the relevant

jurisdictions are solely responsible for the relevant content. Unless otherwise noted, the original text is in English and translated into Chinese by the translator; if there is any inconsistency between the Chinese and English versions, the English version shall prevail. We accept no liability for any errors or omissions in the content. For specific matters, please feel free to contact us or the authors for professional advice (marking “CEC” for preferential treatment).

本指南中英文内容均为独家授权，仅供读者个人学习参考。未经书面许可，请勿转载、传播或用于任何商业目的。

The bilingual content of this guide is exclusively authorized and is provided solely for readers’ personal study and reference. Without prior written permission, it must not be reproduced, distributed, or used for any commercial purpose.

如有垂询，敬请联络。

For inquiries, please do not hesitate to contact us.

阅读愉快！

We wish you an enjoyable reading experience!

罗凯天博士

Dr. Luo Kaitian (Kai)

《跨境劳动合规》主编

安理律师事务所合伙人、劳动法与 ESG 专业中心主任

Editor-in-Chief, Cross-border Employment Compliance Journal

Partner, Head of Employment Law & ESG Practices, Anli Partners

+ 86 138 1004 2797 (Mobile/WeChat)

kaitian.luo@outlook.com (personal)

luokaitian@anlilaw.com (business)

WeChat accounts:



Dr. Luo Kaitian

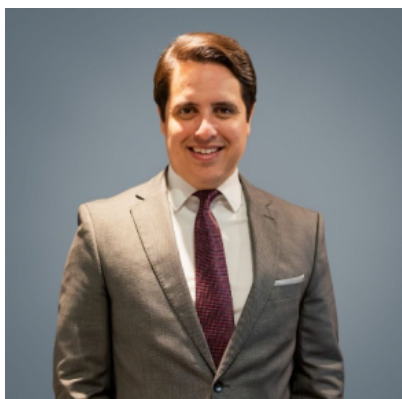


CEC



Anli Partners

作者简介 Author's Biography



塞萨尔·乌扎特吉为 LANDÁEZ 律师事务所合伙人，并担任该所劳动与雇佣部负责人，在劳动法律领域拥有逾 20 年执业经验，业务涵盖诉讼、企业法律咨询与顾问服务，为委内瑞拉大量本地及跨国企业提供律师与顾问服务。塞萨尔入选《钱伯斯拉丁美洲指南》劳动与雇佣法领域榜单。

César Uzcátegui is a partner of the LANDÁEZ firm, and the Head of Labor and Employment Department of the Firm, with more than 20 years of experience in the labor area, practicing both litigation, consulting and advice to the business field,

being a lawyer and consultant for a large number of companies in Venezuela, both local and transnational. César Uzcátegui was included in the Chambers Latin America guide in the area of Labor and Employment.

电子邮箱: cesar.uzcategui@landaez.com

Email: cesar.uzcategui@landaez.com

联系电话: +58 424 4486358

Tel/Mobile: +58 424 4486358



莉利亚娜·加西亚为 LANDÁEZ 律师事务所合伙人，在该所劳动法律领域执业逾 12 年，具备行政与司法层面劳动争议解决经验，以及为企业提供劳动法咨询与顾问服务的经验。其曾担任多家企业的外部审计人员，尤其擅长劳动相关测算与人工成本核算，参与薪酬及其他劳动福利的管理与执行工作。莉利亚娜入选《钱伯斯拉丁美洲指南》劳动与雇佣法领域榜单。

Liliana García is a partner of the LANDÁEZ firm, where she has worked in the area of labor matters for more than 12 years.

With experience in resolving labor-related conflicts in administrative and judicial settings, and in advising and consulting companies on Labor Law. She has served as an external auditor for different companies. She stands out in the preparation of calculations and labor costs, participating in the management and administration of payrolls and other labor benefits. Liliana was included in the Chambers Latin America guide in the área of Labor and Employment.

电子邮箱: liliana.garcia@landaez.com

Email: liliana.garcia@landaez.com

联系电话: +58 4149487983

Tel/Mobile: +58 4149487983

本篇译者: 周昊 (安理律师事务所实习律师)

Translator: Zhou Hao (Associate, Anli Partners)

目录

Catalogue

I. 劳动法体系概述	11
Overview of the Labor Law System	11
1. 法律体系	11
Legal System.....	11
2. 资源与机构	11
Resources and Agencies	11
II. 就业资格与分类.....	12
Employment Qualifications and Classification	12
1. 就业年龄	12
Employment Age	12
2. 就业资格条件	13
Qualifications for Employment.....	13
3. 雇佣关系的分类	14
Classification of Employment.....	14
4. 外国劳动者	15
Foreign Workers	15
III. 招聘与劳动合同.....	16
Recruitment and Employment Contracts	16
1. 背景审查	16
Background Examination.....	16
2. 劳动合同类型	17
Contract Types	17
3. 试用期	18
Probationary Period	18
IV. 工作标准.....	18
Working Standards	18
1. 报酬与法定福利	19
Remuneration and Statutory Benefits	19

2. 社会保障与雇佣税费	21
Social Security and Employment Taxes	21
3. 工作时间	24
Working Hours.....	24
4. 休息与休假.....	26
Rest and Leave.....	26
V. 职业健康与特殊保护	27
Occupational Health and Special Protection	27
1. 职业健康与安全	27
Occupational Health and Security	27
2. 特殊保护	30
Special Protection	30
VI. 个人信息与隐私.....	31
Personal Information and Privacy.....	31
1. 一般规则	32
General Rules.....	32
VII. 反歧视与反骚扰.....	32
Anti-Discrimination and Anti-Harassment	32
1. 一般规定	32
General Rules.....	32
2. 受保护特征.....	33
Protective Characters	33
VIII. 内部政策.....	34
Internal Policies	34
1. 适用范围.....	34
Applicability	34
2. 效力.....	35
Validity	35
3. 举报制度.....	35
Whistleblowing.....	35

IX. 企业交易事项	35
Transactions	35
1. 劳动关系.....	36
Employment Relationship.....	36
2. 补偿与待遇.....	36
Compensation	36
X. 劳动关系的终止	36
Termination of Employment	36
1. 解除原因.....	36
Termination Grounds	36
2. 解雇程序.....	38
Termination Procedure.....	38
3. 解雇保护.....	38
Termination Protection	38
4. 解雇补偿与赔偿.....	38
Severance and Compensation	38
5. 不当解雇.....	39
Wrongful Termination	39
6. 集体解雇与裁员.....	39
Mass termination and Layoffs	39
XI. 保密、竞业限制与禁止招揽	40
Confidentiality, Non-Compete, and Non-Solicitation	40
1. 保密义务.....	40
Confidentiality	40
2. 竞业限制与禁止招揽.....	41
Non-Compete and Non-Solicitation	41
XII. 员工代表与工会制度	42
Work Representation and Trade Unions	42
1. 员工代表制度.....	42
Work Representation	42
2. 工会制度.....	43

Trade Unions.....	43
XIII. 劳动争议解决	47
Dispute Resolutions	47
1. 程序与执行	47
Procedures & Enforcement	47
2. 权利放弃与执行	47
Waiver & Enforcement	47
XIV. 其他事项.....	48
Others	48
1. 最新动态与发展趋势	48
Latest Development & Trends	48
2. 文化与宗教考量	48
Cultural and Religious Considerations	48

I. 劳动法体系概述 Overview of the Labor Law System

1. 法律体系 Legal System

委内瑞拉实行大陆法系制度，正式成文法是其主要法律渊源。然而，判例也被视为法律渊源之一。尽管判例不具备普通法系下的规范效力，但在委内瑞拉，判例对于法律解释、填补法律空白与漏洞具有重要作用。

Venezuela is governed by the civil law system, in which formal positive law is the main source of law. However, jurisprudence is also considered a source of law. Although it does not have the normative significance of the common law system, in Venezuela it is important for legal interpretation and for addressing legal gaps and loopholes.

2. 资源与机构 Resources and Agencies

在委内瑞拉，主要劳动法律为《劳动者组织劳动法》（LOTTT），该法自 2012 年生效。2006 年《劳动者组织劳动法实施条例》（LOT 条例）及《关于工时的部分规定》亦部分有效。上述法律及条例调整个别劳动关系的主要内容，同时规范集体劳动事项（包括集体谈判、工会权利等）。此外，委内瑞拉在社会保障领域亦存在相关劳动法规，例如《社会保障制度组织法》，以及规范社会保障待遇制度的各项法律，其中包括《预防、劳动条件与工作环境组织法》（简称 LOPCYMAT）。该法调整与职业安全、职业健康及工作环境相关的全部事项，并附有相关实施条例及现行三项技术标准，分别为：《职业病申报技术标准》（NT-02-2008）、《职业健康与安全服务技术标准》（NT-03-2016）以及《职业健康与安全计划技术标准》（NT-04-2023，该标准废止 NT-01-2008）。

In Venezuela, the main labor law is the Organic Labor Law for Workers (Ley Orgánica del Trabajo los Trabajadores y las Trabajadoras "LOTTT"), in force since 2012¹. The Regulations of the Organic Labor Law of 2006² ("LOT Regulations") and the Partial Regulations on Working Hours are also partially in force³. This law, along with the aforementioned regulations, governs the main aspects of individual employment relationships, as well as collective labor aspects (collective bargaining, union rights, among others). Additionally, there are relevant labor regulations mainly in the aspect of social security, such as the Organic Law of the Social Security System⁴, and the laws that regulate the social security benefit regimes, within which is the Organic Law on Prevention, Working Conditions and Work Environment abbreviated as "LOPCYMAT"⁵ which regulates everything related to occupational safety, occupational health and work environment, and which contains regulatory standards such as the Partial Regulation⁶

¹ Published in Extraordinary Official Gazette ("G.O.") No. 6,076 dated May 7, 2012.

² Published in G.O. N° 38,426.

³ Published in G.O N° 41,157 dated April 30, 2013.

⁴ Published in G.O N° 39,912 dated April 30, 2012.

⁵ Published in G.O N° 38,236 dated July 26, 2005.

⁶ Published in G.O N° 38,596 dated March 1, 2007.

and three (3) current technical standards, namely: Technical Standard for the Declaration of Occupational Diseases (NT-02-2008), Technical Standard for Occupational Health and Safety Services (NT-03-2016), and Technical Standard for the Occupational Health and Safety Program (NT-04-2023 which repeals NT-01-2008).

劳动行政事务由劳工部负责，该部门全称为“劳动社会进程人民权力部”，其在全国设有分权机构，即劳动监察局。劳动监察局负责劳动行政程序，包括雇主与工会间的集体谈判、集体劳动争议，以及部分个别行政程序，例如针对劳动条件的投诉、受职业保障特殊保护的劳动者遭无理解雇后的复职申请，以及雇主违反劳动法规时的纪律处罚程序。此外，委内瑞拉设有专门的劳动法院，审理劳动者针对雇主提起的各类争议请求，包括：社会保险待遇及其他劳动待遇给付请求、工伤及职业病赔偿请求、宪法保护令申请、发明或改进成果补偿请求及其他金钱给付请求等。

Labor administration is the responsibility of the Ministry of Labor, known as the Ministry of People's Power for the Social Process of Labor, which has decentralized entities distributed throughout the country called Labor Inspectorates. These Labor Inspectorates handle administrative labor procedures, such as collective bargaining between employers and unions, collective labor disputes, and some individual administrative procedures, such as complaints regarding working conditions, requests for reinstatement for unjustified dismissal for workers with special protection of job security, and disciplinary procedures in the event of employer violations of labor regulations. Additionally, there are specialized labor courts where all claims by workers against employers in contentious matters are heard, such as: claims for payment of social benefits and other labor benefits, claims for compensation for work-related accidents or occupational diseases, constitutional protections, claims for the right to compensation for inventions or improvements, among other monetary claims.

II. 就业资格与分类

Employment Qualifications and Classification

1. 就业年龄

Employment Age

在委内瑞拉，尽管成年年龄为 18 周岁，但根据《劳动者组织劳动法》（LOTTT）及《儿童与青少年保护组织法》（LOPNNA），就业及订立劳动合同的最低年龄为 14 周岁。

In Venezuela, although the age of majority is 18, the minimum age for employment and entering into employment contracts is 14, according to the LOTTT and the Organic Law for the Protection of Children and Adolescents (LOPNNA).

但未满 18 周岁的劳动者（青少年）适用特殊工作条件。法律规定其每日工作时间最长为 6 小时，每年享有 22 天带薪年假，且法律可明确禁止其从事特定类型的工作。禁止雇用未满 14 周岁的未成年人，但若从事艺术、文化类活动并获得主管机关的正式批准则除外。

However, persons under 18 years of age (adolescents) are subject to special working conditions. The law limits their workday to six hours per day, grants them 22 days of annual vacation, and may expressly prohibit certain types of work. Employment for persons under 14 years of age is prohibited, unless it is in artistic or cultural activities and they have the proper authorization from the competent authorities.

委内瑞拉无法定最高就业年龄；但《强制性社会保障法令》规定，女性年满 55 周岁、男性年满 60 周岁，且在委内瑞拉社会保障局（IVSS）累计缴费至少 750 周的，享有领取养老金的权利。

There is no legal maximum working age in Venezuela; however, the Mandatory Social Security Decree establishes the right to receive an old-age pension for women aged 55 and over and for men aged 60 and over, provided they have contributed a minimum of 750 weeks to the Venezuelan Social Security Institute (IVSS).

公共部门劳动者适用专门的退休制度，由专项法律文件规范。同样，私营企业可通过集体谈判协议为其劳动者设立退休制度。

In the case of public sector workers, they have their own retirement systems, which are regulated by specific legal instruments. Likewise, private companies can establish retirement systems for their workers in their Collective Bargaining Agreements.

2. 就业资格条件 **Qualifications for Employment**

在委内瑞拉，外国公司若未在境内设立常设机构（如合法注册的分公司、代表处或关联机构），不得直接雇用当地雇员。劳动法规定，雇主须在委内瑞拉具备合法主体资格，方可正式建立劳动关系，并履行税务与社会保障义务。数字或远程工作情形适用例外规定。

In Venezuela, a foreign company cannot directly hire local personnel without having a permanent establishment (such as a duly registered branch, representative office, or affiliate) in the country. Labor laws require the employer to have a legal presence in the country to formalize employment relationships and comply with tax and social security obligations. Exceptions apply in the case of digital or remote work.

因此，外国公司若要雇用当地雇员，必须以分公司或子公司形式在委内瑞拉商业登记处注册，并向委内瑞拉海关与税务综合管理局（SENIAT）申请税务信息登记号（RIF）。其必须在委内瑞拉社会保障局（IVSS）、国家住房与人居银行（BANAVIH）、社会主义职业培训教育国家研究所（INCES）等机构完成自身及雇员

的登记。同时，雇主须履行上述机构规定的纳税与缴费义务，并遵守所有职业健康与安全相关法规。

Therefore, in order to hire local personnel, a foreign company must be registered with a Venezuelan Commercial Registry—either as a branch or subsidiary—and obtain a Tax Information Registration (RIF) number from the National Integrated Service of Customs and Tax Administration (SENIAT). It must register itself and its workers with organizations such as the Venezuelan Social Security Institute (IVSS), the National Housing and Habitat Bank (BANAVIH), and the National Institute for Socialist Training and Education (INCES). It must also comply with the tax obligations and monetary contributions required by such organizations, as well as comply with all Occupational Health and Safety regulations.

3. 雇佣关系的分类 **Classification of Employment**

委内瑞拉劳动法以劳动关系为核心，将劳动者定义为：受雇于另一自然人或法人、提供个人劳务并获取报酬的自然人。法律将该类劳动者界定为从属劳动者。法律同时对非从属劳动者作出定义，指自主经营、虽不隶属于特定用工制度，但仍享有社会保障权利的劳动者。

Venezuelan labor law focuses on employment relations and defines a worker as any natural person who provides personal services under the employment of another natural or legal person and who receives remuneration. The law defines this type of worker as dependent workers. It also defines a non-dependent worker as one who provides services on their own account and, although they are not part of a specific employment regime, they are nevertheless entitled to social security.

法律同时将承揽人定义为：通过合同约定，使用自有资源或资产，并雇用其自身劳动者，完成工程或提供服务的任何自然人或法人。

It also defines a contractor as any natural or legal person who, through a contract, undertakes to execute works or services using their own resources or assets, and with workers under their employment.

但法律禁止劳务外包，并明确将其认定为违法行为。因此，尽管雇主记录（EOR）模式未被法律规制，但基于委内瑞拉劳动法所奉行的事实优先原则，任何依据该模式订立的合同均可能被认定为以欺诈方式实施非法外包。

However, the law prohibits outsourcing and expressly considers it a violation of the law. Therefore, although the EOR concept is not regulated by law, by virtue of the principle of the primacy of reality that governs Venezuelan labor law, it is possible that any contract under this concept could be considered fraudulent and an attempt at illegal outsourcing.

4. 外国劳动者 Foreign Workers

根据委内瑞拉《劳动者组织劳动法》(LOTTT)，在满足法定条件的前提下，委内瑞拉法律允许雇用外籍劳动者在境内提供服务，外籍劳动者享有与委内瑞拉籍劳动者同等条件及同等权利。该法第 29 条规定，对符合下列情形的外国人予以优先雇用：育有委内瑞拉籍子女、与委内瑞拉籍公民结婚、在委内瑞拉设立住所或在委内瑞拉居住满五年。

Venezuelan law allows the hiring of foreign workers to provide services in the country under the same conditions and with the same rights as Venezuelan workers, if certain requirements established in the LOTTT (Employment Law) are met. Article 29 gives preference to foreigners who have Venezuelan children, are married to Venezuelan citizens, have established their domicile in the country, or have resided in Venezuela for at least five years.

该法第 27 条同时规定本国劳动者优先雇用原则。雇用 10 名及以上劳动者的公司，必须保证委内瑞拉籍公民占其雇员总数的比例不低于 90%。此外，外籍雇员的薪酬总额不得超过支付给其他劳动者工资总额的 20%。但如工作性质需要雇用委内瑞拉境内不具备的专业技术人员，经劳动监察局批准，可适用例外规定。

Likewise, Article 27 of the same law establishes preference for national labor. Companies employing ten or more workers must ensure that at least 90% of their workforce is comprised of Venezuelan citizens. Furthermore, the salaries of foreign personnel must not exceed 20% of the total wages paid to other workers. However, the regulations provide for exceptions when the nature of the work requires the hiring of specialized technical personnel not available in the country, subject to authorization from the Labor Inspectorate.

委内瑞拉公司若要合法雇用外籍劳动者，须通过劳动移民管理局向劳动社会进程人民权力部(MPPPST)申请工作许可。该申请须具备充分理由，并附与外籍拟录用人员签署的劳动合同。

To legally hire a foreign worker, the Venezuelan company must obtain a Work Permit from the Ministry of People's Power for the Social Process of Labor (MPPPST), through the Directorate of Labor Migration. This request must be duly justified and accompanied by the employment contract signed with the foreign candidate.

外籍劳动者须在其国籍国或居住国的委内瑞拉相应领事馆或大使馆申请临时劳动签证(TR-L)。申请时须提交与委内瑞拉公司签署并载明工作条件的劳动合同，以及说明雇用必要性的函件。该签证仅在劳动社会进程人民权力部(MPPPST)事先向雇用公司核发相应批准文件后方可签发。

For their part, foreign workers must apply for a Temporary Labor Visa (TR-L) at the corresponding Venezuelan consulate or embassy, either in their country of origin or residence. To do so, they must present the signed employment contract with the Venezuelan company, specifying the working conditions, along with a letter explaining the need for their hiring. This visa will only be issued if the MPPPST (Ministry of People's Power for the Social Process of Labor) has previously granted the corresponding authorization to the hiring company.

未取得前述许可而雇用外籍劳动者的，劳动社会进程人民权力部（MPPPST）可对其处以违反劳动法规的罚款。处罚力度根据违法情节、重复违法情况及涉及劳动者人数而定。此外，身份、移民与出入境行政服务局（SAIME）可对外籍劳动者启动相关程序，处以移民处罚，甚至将其驱逐出境或临时禁止入境。

Hiring foreign workers without complying with the specified permits means that the Ministry of People's Power for the Social Process of Labor (MPPPST) may impose fines for noncompliance with labor regulations. The sanctions may vary depending on the severity, recurrence, and number of workers involved. Additionally, the Administrative Service of Identification, Migration, and Immigration (SAIME) may initiate proceedings against the foreign worker, with immigration sanctions and even expulsion from the country or temporary ban on entry.

根据委内瑞拉最高法院的裁判观点，无论外籍劳动者的移民身份如何，只要其在委内瑞拉境内提供劳务，即有权依据委内瑞拉劳动法获得工资、雇员福利及社会保障待遇，因此公司始终对外籍劳动者的工作条件承担责任。

In any case, the company remains responsible for the working conditions of foreign workers, as the Supreme Court of Justice has stated, holding that, regardless of a foreign worker's immigration status, if they have provided services in Venezuela, they are entitled to receive payment of their wages, employee benefits, and social security benefits in accordance with Venezuelan labor law.

III. 招聘与劳动合同

Recruitment and Employment Contracts

1. 背景审查

Background Examination

在委内瑞拉，法律未明文禁止对求职者进行背景调查或核实个人推荐信，前提是该等行为尊重《国家宪法》所规定的隐私、私人生活及名誉权。同样，入职前体检具有合法性，但须以岗位评估为正当依据，并取得求职者的知情同意。

In Venezuela, there is no legal provision that expressly prohibits background checks or the consultation of personal references of a job applicant, provided that such practice respects the rights to privacy, intimacy, and honor enshrined in the National Constitution. Likewise, pre-employment medical examinations are legal, provided they are justified by a job evaluation and the candidate's informed consent is obtained.

此外，《劳动者组织劳动法》（LOTTT）第 332 条明确禁止将孕检作为录用条件。

《妇女享有无暴力生活权利组织法》进一步强化了该禁止性规定，其第 49 条将此类要求认定为职场暴力行为。法律同时禁止要求进行艾滋病病毒检测。《劳动者组织劳动法》亦规定禁止因犯罪记录对劳动者进行歧视。

Furthermore, the LOTTT explicitly prohibits the requirement of pregnancy tests as a requirement for employment (Article 332). This prohibition is reinforced by the Organic Law on the Right of Women to a Life Free of Violence, whose Article 49 classifies such a requirement as a form of workplace violence. The law also prohibits HIV testing. Similarly, the LOTTT establishes the prohibition of discrimination against a person based on a criminal record.

2. 劳动合同类型 Contract Types

法律规定，劳动合同虽以书面形式为优选，但口头劳动合同亦属有效；一旦劳动关系得以证明，雇员就合同条款所作陈述将被推定为真实，除非有相反证据予以推翻。

According to the law, although written contracts are preferred, oral employment contracts are valid and, once the employment relationship is proven, the employee's account of its terms will be presumed accurate unless proven otherwise. In this case, once the employment relationship has been proven, the employee's statements regarding its content will be presumed to be true—unless proven otherwise.

根据委内瑞拉《劳动者组织劳动法》（LOTTT）第 60 条，劳动合同分为三类：

In Venezuela, there are three types of employment contracts (Article 60 of the LOTTT), namely:

- 无固定期限劳动合同，即双方未约定固定存续期限的劳动合同。
An indefinite time employment contract, when the parties have not been bound for a finite time.
- 固定期限劳动合同，指劳动关系于约定期限届满时终止的合同。合同期限不得超过一年，且仅可续展一次。若续展两次及以上（无正当理由的），合同将被认定为无固定期限。法律规定了订立固定期限合同的四项具体事由：a) 基于服务性质所需；b) 为合法临时替代劳动者（如劳动者休病假、年假等情形）；c) 委内瑞拉劳动者赴境外提供劳务；d) 劳动者所承担的工作尚未完成，仍需继续提供劳务。
Fixed-term employment contract, in which the employment relationship ends upon the expiration of the agreed term. Contracts cannot be concluded for a duration of more than one year and may only be extended once. In the case of two or more extensions—unless justified—the contract will be considered indefinite. The Law establishes four specific grounds for its conclusion: a) when required by the nature of the service; b) to lawfully and provisionally replace a worker (e.g., sick leave, vacation, among others); c) when the Venezuelan workers are to provide services abroad; and d) when the work for which the worker was contracted has not been completed and the service is still required.
- 特定项目劳动合同，须明确载明订立合同所对应的项目或项目阶段，劳动关系于约定项目或项目阶段完成时终止。在建筑行业中，无论连续签订多少份合同，均不改变合同性质。
An employment contract for a specific project must precisely indicate the project or phase of the project for which the contract is being contracted and will end with the completion of the project or phase of the project determined. In the construction industry, regardless of the number of successive contracts signed, its nature is not distorted.

委内瑞拉法律确立一项法定推定：所有劳动关系均被推定为无固定期限。因此，固定期限或特定项目合同属于例外情形，应作限制性解释。法律规定，若在前一合同到期后三个月内，再次签订同类合同（固定期限或特定项目），劳动关系将自动被认定为无固定期限。

Venezuelan law establishes a legal presumption: all employment relationships are considered indefinite. Fixed-term or fixed-task contracts are, therefore, the exception and are interpreted restrictively. Therefore, the law establishes that if a new contract of the same nature (fixed-term or specific project) is signed within three months of the expiration of the previous one, the employment relationship will automatically be considered indefinite.

3. 试用期 Probationary Period

《劳动者组织劳动法》（LOTTT）第 87 条规定，劳动者在用人单位连续工作满一个月后即享有职业稳定保障。这意味着在该工作期限届满前，用人单位可解除劳动关系，且不构成无理解雇，因为劳动者在此期间不享有职业稳定保障。因此，实践中该第一个月工作具有试用期的作用，使用人单位得以考察劳动者的工作能力，并判断工作条件是否与其适配。试用期内劳动者享有法定劳动权利；若劳动关系在试用期内解除，用人单位应支付因劳动关系产生的全部应付薪酬及待遇。反之，若试用期届满且双方继续维持劳动关系，则试用期计入劳动者工龄，劳动关系起算日视为试用期起始日。 Article 87 of the LOTTT establishes that workers acquire job stability after completing one month of uninterrupted service in the company. This means that, before completing this month of service, the employment relationship can be terminated without being considered an unjustified dismissal, since the worker does not enjoy job stability during this period. Therefore, in practice, this first month of work functions as a probationary period, allowing the employer to verify the worker's capabilities and determine whether the working conditions are suitable for them. During the probationary period, the worker enjoys the labor rights established by law and if it is not exceeded and the employment relationship is terminated, the totality of the concepts that are caused as a consequence of the employment relationship must be paid, if on the contrary, the probationary period is exceeded and the parties decide to continue with the employment relationship, said period will be counted towards the worker's seniority and consequently, the start date of the relationship will be understood as the initial date of the probationary period.

此外，针对晋升至更高职级岗位，法律设有 90 日的试用期。若劳动者未通过该试用期，可调回原岗位，且不视为降职或推定解雇（《劳动者组织劳动法》第 80 条）。 Furthermore, there is a 90-day probationary period to evaluate the employee for a higher-level position. If the employee fails the probationary period, the employee may be returned to his original position without being considered a deterioration or constructive dismissal (Article 80 of the LOTTT).

试用期须由双方明确约定，因此仅在书面劳动合同中有效。根据委内瑞拉司法判例，固定期限合同不得约定试用期，因为试用期的目的在于考察无固定期限合同下双方的适配性与履职能力；而固定期限合同自始已约定存续期限，故不适用试用期规则。 The probationary period must be expressly agreed upon, so it will only be valid in written contracts. According to national jurisprudence, the establishment of a probationary period is incompatible with the signing of a fixed-term contract, since its teleological purpose is to verify the skills, suitability, or merits of one party toward the other in an indefinite contract. This is not true for this type of contract, where the parties have established the term of the relationship from the outset⁷.

IV. 工作标准 Working Standards

⁷ Social Cassation Chamber of the Supreme Court of Justice, Judgment No. 520, dated 05-31-2005, case: TECNOCONSULT INGENIEROS CONSULTORES, S.A.

1. 报酬与法定福利 Remuneration and Statutory Benefits

- 薪酬结构：在委内瑞拉，劳动报酬主要由工资、非工资性社会福利及法定雇佣福利构成。《劳动者组织劳动法》（LOTTT）第 104 条对工资作出定义，该定义基本参照国际劳工组织（ILO）第 95 号公约，指劳动者因提供劳务而获得的、可以货币计价的报酬、收益或利益。工资除作为劳动对价外，亦是计算休假、节日奖金、利润分成、社会福利等劳动待遇的基数（详见第四部分第 2 点）。
Salary structure: In Venezuela, labor compensation is primarily composed of salary, non-salary social benefits, and legal employment benefits. Salary is defined in Article 104 of the LOTTT which basically reflects the definition of Convention 95 of the International Labor Organization ("ILO") and refers to the remuneration, profit, or advantage that accrues to the worker for the provision of services and is evaluable in money. This salary, in addition to rewarding work, serves as the basis for calculating labor benefits such as vacation time, holiday bonuses, profit sharing, and social benefits (see point IV.2).

对此，在委内瑞拉区分工资与非工资性社会福利至关重要，该划分将直接影响其他福利的计算。例如，被称为“社会主义食品券”的食品补贴不属于工资，因此不计入利润分成、社会保障待遇及准财政税费的计算基数。除食品补贴外，交通补贴、差旅补贴、医疗费用、子女学习用品补助等亦不属于工资，该类项目主要规定于《劳动者组织劳动法》第 105 条。

In this regard, in Venezuela, it is extremely important to distinguish between what is considered a salary and what is considered a non-salary social benefit, as this distinction will inform the calculation of other benefits. For example, there are benefits such as the so-called "socialist food voucher," a food voucher substitute for food, which is not a salary and, as such, is not considered a basis for calculating benefits such as profit sharing and social security benefits, nor is it considered a basis for calculating parafiscal contributions. Along with salaries, there are other payments that are not considered salaries, such as transportation allowances, travel allowances, medical expenses, and school supplies for children, most of which are regulated in Article 105 of the LOTTT.

由于劳动福利（休假、休假奖金、利润分成、社会福利）及各类赔偿金（工伤、解雇）仅以工资数额为基数计算，且该计算方式对用工成本存在经济与财务影响，结合委内瑞拉宏观经济现状，实践中将劳动者的大部分报酬“作非工资性处理”，即劳动者的主要经济收入通过食品补贴、前述非报酬性福利或社会救助等非工资性支付实现。这一模式实际影响了劳动者权利，导致年度福利（如休假、利润分成、休假奖金）及劳动合同解除项下的补偿金、福利待遇等，远低于全部收入均被认定为工资时的法定标准。

Since labor benefits (vacations, vacation bonuses, profit sharing, social benefits) as well as any compensation (for accidents or dismissals) are calculated considering only the salary amount, and this has an economic and financial impact on the cost of hiring labor, it has made that in attention to the macroeconomic reality of the country, the remuneration of workers has been "treated as non-salary (excluded from salary)", that is, that the majority of the economic income of a worker is through non-salary payments, such as food allowance (cestaticket), non-remunerative benefits of those mentioned above, or social assistance that are not recognized as

salaries, thus affecting labor rights since annual benefits (e.g. vacations, profit sharing and vacation bonus), as well as any payments for the termination of employment contracts such as compensation and social benefits result in a payment much lower than what would naturally have corresponded if the entire income had been considered as salary.

- 最低工资一般标准
General minimum wage standards

基于前述情形，委内瑞拉劳动者的工资被大幅压缩，收入主要来源于非工资性支付。公共部门受影响更为显著，公职人员收入中平均仅有 1% 为工资，剩余 99% 均为非工资性收入。委内瑞拉月度最低工资为 130 玻利瓦尔，截至本文撰写时折合每月 2.16 美元，而公共行政人员的月最低工资折合 162 美元，由此可见前述现状。私营部门的差距虽未如此悬殊，但企业亦需通过奖金或非工资性补贴提高劳动者收入，同时避免对企业财务造成过大影响。

As a consequence of the aforementioned, workers' wages in Venezuela have been reduced, with the majority of income coming from non-salary payments. This has affected the public sector even more, where on average only 1% of public employee income is salary, while 99% is non-salary. In fact, this reality is evident when the monthly minimum wage in the country is 130 bolivars, equivalent to USD \$2.16 per month at the time of writing, while the minimum wage for a public administration employee is USD \$162 per month. In the private sector, although the difference is not as drastic, bonuses or non-salary assistance have also had to be used to improve workers' income without greatly impacting companies' finances.

- 工资支付要求。
Salary requirements.

委内瑞拉关于工资支付的规则主要如下：

The rules governing salary payment in Venezuela are primarily as follows:

- i. 支付频次：工资支付周期不得超过两周，若雇主为劳动者提供食宿，则可按月支付（《劳动者组织劳动法》第 126 条）。
Frequency: The salary payment period cannot exceed two weeks, unless the employer provides food and housing, in which case it may be paid monthly (Article 126 of the LOTTT).
- ii. 支付时限：工资须在工作日支付（《劳动者组织劳动法》第 127 条）。
Timeliness: Salaries must be paid on a working day (Article 127 of the LOTTT).
- iii. 支付地点：原则上应在工作地点支付，有正当理由的除外。禁止在酒吧、咖啡馆、酒馆、餐厅等场所支付工资（工作场所除外）（《劳动者组织劳动法》第 127 条）。
Place of payment: As a general rule, payment must be made at the place of service unless justified. Payment of salaries in bars, cafes, taverns, canteens, etc. is prohibited (except in the case of the workplace). (Article 127 of the LOTTT).
- iv. 支付信息：雇主须向劳动者提供载有补贴、扣除项目明细的工资单（《劳动者组织劳动法》第 106 条）。
Payment information: The employer must provide a payment receipt detailing allowances and deductions, with express indication of the items. (Article 106 of the LOTTT).
- v. 支付货币：根据《劳动者组织劳动法》第 104 条，工资须以法定货币即玻利瓦尔支付。但委内瑞拉最高法院判例指出，玻利瓦尔为法定货币但非强制流通货币，因此雇主可使用外币支付工资。现行外汇监管规定亦允许以外币作为记账货币（计

算金额并在支付时折算为玻利瓦尔），甚至直接作为支付货币。因此，委内瑞拉允许以外币支付工资及雇员福利。

Currency of payment: According to Article 104 of the LOTTT, salaries must be paid in legal currency, i.e., the Bolivar. However, the Supreme Court of Justice's case law has indicated that the Bolivar is legal currency, but not a forced currency, allowing employers to pay salaries in foreign currency⁸. In fact, current exchange regulations⁹ have allowed foreign currencies to be used as a currency of account (for calculating the amount, giving its equivalent in Bolivars at the time of payment) or even as a payment currency (so that the obligation is paid in foreign currency and not in Bolivars). Therefore, in Venezuela, the payment of salaries and employee benefits in foreign currency is permitted.

从财务影响角度，需明确工资分为不同类别：基本工资、常规工资、全额工资。基本工资为针对特定岗位约定的固定金额；常规工资为劳动者常规、持续性获得的报酬（包括佣金等）；全额工资为劳动者全部报酬，包括非常规支付（如加班费）及工资性福利（如休假奖金）。工资类别的界定对福利计算至关重要，部分福利以基本工资为基数计算，部分以常规工资（如休假奖金、节假日福利）计算，另有部分以全额工资（如社会福利）计算。

For the purposes of financial impact, it is important to understand that there are different salary categories: base salary, regular salary, and full salary. Base salary is the fixed amount agreed upon for a specific position; while regular salary is the regular and permanent remuneration earned by the employee (including, for example, commissions); and full salary is the remuneration earned by the employee, including extraordinary payments (e.g., overtime) and salary benefits (e.g., vacation bonuses). The importance of determining the salary category lies in the calculation of benefits, as some are calculated with the base salary, others with the regular salary (e.g., vacation bonuses, holidays), and others with the full salary (e.g., social benefits).

2. 社会保障与雇佣税费 Social Security and Employment Taxes

在委内瑞拉，劳动者享有多项金钱类福利，部分由雇主支付，称为社会福利；另一部分由社会保障体系提供，可为金钱福利或救助类福利。

In Venezuela, there are various monetary benefits, some of which are provided by the employer, called social benefits, and others are provided by social security, which may be monetary benefits or assistance benefits.

由雇主承担的社会福利主要规定于《劳动者组织劳动法》（LOTTT）第 142 条，其计算基本采用两种方式，以金额较高者为准。一种计算方式称为“社会福利保障金”（LOTTT 第 142 A、B 条），按每季度 15 日工资标准计算，并另行计息；另一种计算方式称为“终止福利”（LOTTT 第 142 C 条），按每工作一年 30 日工资标准计算，以劳动关系终止前最后工资为基数。此类社会福利仅在劳动关系终止时由雇主支付。但在

⁸ Judgment No. 269 of the Social Cassation Chamber of the Supreme Court of Justice dated December 8, 2021, in the case of Baker Hughes of Venezuela, S.C.P.A.

⁹ Exchange Agreement No. 1-2018 of the Central Bank of Venezuela.

劳动合同存续期间，经《劳动者组织劳动法》第 144 条列明情形（购置或翻修住房、偿还按揭、教育及医疗支出），可预支最高不超过社会福利保障金 75% 的款项。

The social benefits that are the responsibility of the employer are regulated mainly in article 142 of the LOTTT, and are basically based on two calculations that compete with each other to grant the worker the one with the highest value. One of these calculations is called "guarantee of social benefits" (art. 142 A and B LOTTT), which is calculated at a rate of 15 quarterly days at the value of the salary of each quarter and which additionally accrues interest, and another calculation called "termination" (art. 142 C LOTTT), which is calculated at a rate of 30 days for each year of service calculated at the last salary of the employment relationship. These social benefits are paid only at the end of the employment relationship, and must be covered by the employer. However, during the term of the employment contract, advances of up to 75% of the guaranteed social benefits may be made, and only in the cases specified in Article 144 of the LOTTT (purchase or remodeling of housing, mortgage payments, education and medical expenses).

与由雇主支付的社会福利不同，委内瑞拉实行全民社会保障体系，由三大保障体系、六大保障制度构成，旨在覆盖《国家宪法》第 86 条规定的各项风险，包括：生育、陪护、疾病、残疾、重大疾病、失能、特殊需求、职业风险、失业、老龄、丧偶、孤儿、住房、家庭生活负担及其他社会保障事项。三大保障体系为：1）医疗保障体系；2）社会保障体系；3）住房与人居保障体系。其中，医疗保障体系下设医疗保障制度；社会保障体系下设社会服务、就业、养老金 — 经济补助、职业健康安全保障制度；住房与人居保障体系下设住房与人居保障制度。

Now, unlike social benefits (paid by the employer), in Venezuela there is a universal social security system, made up of three (3) benefit systems and six (6) benefit regimes, all of which are aimed at covering the contingencies provided for in article 86 of the National Constitution and which are the following: maternity, paternity, illness, disability, catastrophic illnesses, disability, special needs, occupational risks, job loss, unemployment, old age, widowhood, orphanhood, housing, burdens arising from family life and any other circumstance of social security. These 3 benefit systems are: 1) Health, 2) Social Security and 3) Housing and Habitat. The Health benefit system contains the health benefit regime; the Social Security Benefit System contains the following benefit regimes: Social Services, Employment, Pensions-Economic Allocations, and Occupational Health and Safety; and the Housing and Habitat Benefit System contains the Housing and Habitat Benefit Regime.

在委内瑞拉上述社会保障体系中，现行有效法律仅包括：《社会保障制度组织法》《就业保障制度法》《社会服务法》《预防、劳动条件与工作环境组织法》（LOPCYMAT）以及《住房与人居保障制度法》。其余尚未专门立法的领域，仍适用原《强制性社会保障法》及其一般条例，该法保留了原社会保障缴费规则。

Of this social security structure in Venezuela, only the following laws are in force: the Organic Law of the Social Security System, the Employment Benefits Regime Law¹⁰, the Social Services Law¹¹, LOPCYMAT, and the Housing and Habitat Benefits Regime Law¹². The remaining areas not yet regulated are governed by the former Mandatory Social Security Law and its General Regulations, which maintains its social security contribution scheme.

综上，当前社会保障缴费比例如下：

In conclusion, the current Social Security contributions are as follows:

CONCEPT	WORKER 雇员	EMPLOYER 雇主	CALCULATION BASE 计算基数	TOP 封顶
SSO	4%	9%, 10% 11%	Normal salary	5 minimum wages
RPE	0,50%	2%	Normal salary	10 minimum wages
FAOV ¹³	1%	2%	Total salary	No cap
INCES	0,50%	2%	Employer (SN), Worker (Utilidades)	No cap

雇员缴费由雇主从工资及福利支付中代扣代缴。雇主就“强制性社会保障”项目的缴费比例，取决于委内瑞拉社会保障局核定的企业经营风险等级。关于社会主义职业培训教育国家研究所（INCES）相关缴费，由《社会主义职业培训教育国家研究所法》规制。根据法律规定，雇主还须向国家财政缴纳一项附加税，计税基数为向劳动者支付的全部款项（含非工资性支付）的9%。

Employee contributions are made through deductions made by the employer from salary and benefit payments. The employer's contribution to the "Mandatory Social Security" category depends on the company's activity risk, which is determined by the Venezuelan Social Security Institute. Regarding the INCES contribution, it is regulated by the National Institute for Socialist Training and Education Law¹⁴. Likewise, by law¹⁵, employers must pay an additional tax to the national treasury calculated at 9% of payments made to workers, including non-salary payments.

¹⁰ Published in Official Gazette No. 38,281 dated September 27, 2005.

¹¹ Published in Official Gazette No. 38,270 dated September 12, 2005.

¹² Published in Official Gazette No. 38,182 dated July 31, 2008.

¹³ Mandatory housing contribution (the Housing and Habitat Benefits Regime Law).

¹⁴ Published in Extraordinary Official Gazette No. 6,155 dated November 13, 2014.

¹⁵ Law for the Protection of Social Security Pensions against the Imperialist Blockade published in Extraordinary Official Gazette No. 6,806 dated May 8, 2024, and Presidential Decree No.

在委内瑞拉，仅当工作地点距离最近城镇 30 公里及以上时，雇主才负有法定交通安排义务。但私营企业的集体谈判协议通常会为雇员约定交通福利，制造业或大型服务企业尤为普遍。

In Venezuela, there is a legal obligation to provide transportation only when the workplace is located 30 kilometers or more from the nearest town. However, it is common for collective bargaining agreements in the private sector to establish transportation benefits for employees, especially in manufacturing companies or large service companies.

3. 工作时间 Working Hours

委内瑞拉的工作时间上限由《国家宪法》（第 90 条）确立，并由法律（《劳动者组织劳动法》第 173 条）及相关条例进一步细化规定。工作时间上限根据工作类型而定，具体如下：

Working hours in Venezuela have limits established by the Constitution (Article 90 of the National Constitution) and further developed by law (Article 173 of the LOTT) and the Regulations. The limits of working hours depend on the type of work, and are as follows:

若混合班次包含 4 小时及以上夜班工时，该班次将整体被认定为夜班。

If the mixed shift includes four or more-night shift hours, it will be considered completely night shift.

每日工时中须包含至少 1 小时的轮班内的用餐休息时间。每周班次还必须包含两次日间休息（具体详见后文）。

The daily shift must include at least one (1) hour of intra-shift meal breaks. The weekly shift must also include two daily breaks (as explained later).

但法律对上述工时上限规定了例外情形，主要规定于《劳动者组织劳动法》第 175 条和第 176 条。第 175 条规定的例外情形为双方约定的岗位（通常通过集体谈判协议约定），该类岗位可突破每日工时上限，但每日不得超过 11 小时（含 1 小时休息），且在 8 周周期内每周平均工时不得超过 40 小时。第 176 条例外情形适用于连续作业类活动，即不得中断、否则将影响生产结果的作业，该类岗位每日工时可延长至 12 小时（含 1 小时休息），前提是 8 周周期内每周平均工时不超过 42 小时。此类连续作业活动主要规定于《非全日制工时条例》第 18 条，包括食品加工、制冷生产、冶炼、燃油管道运输等。

However, the law provides for exceptions to these working day limits, which are regulated mainly in articles 175 and 176 of the LOTT. The exceptions in article 175 of the LOTT are agreed-upon jobs (normally by Collective Bargaining Agreement), in which the daily limit may be exceeded on the condition that it does not exceed eleven (11) hours per day (including one

(1) hour of daily rest) and that in a period of eight (8) weeks it does not exceed an average of forty (40) hours per week. For its part, the exceptions in article 176 of the LOTT are directed to those activities of continuous processes, that is, processes that cannot be interrupted without compromising their result, in which case the daily limits may be exceeded up to twelve (12) hours per day (including one (1) hour of rest) provided that the weekly average in a period of eight (8) weeks does not exceed the limit of forty-two (42) hours per week. These continuous process activities are primarily outlined in Article 18 of the Part-Time Work Regulations, and include, among others, food processing activities, cold production activities, refining work, fuel pipeline transportation, and others.

需要重点强调的是，工时上限必须严格遵守，双方不得通过单独协议予以变更，前述法定例外情形除外。

It is important to emphasize that working hours limits must be strictly observed and cannot be modified by the parties through specific agreements, except in the exceptional cases indicated above.

关于加班，除紧急情形外，加班仅可在事先获得劳动监察局批准后方可实施（《劳动者组织劳动法》第 182 条）。为此，雇主须向劳动监察局提交书面说明，论证要求加班的理由。若因紧急情形（不可抗力）安排加班，雇主须于次一工作日通知劳动监察局（《劳动者组织劳动法》第 181、182 条）。未取得劳动监察局批准的法律后果为处以罚款，并向劳动者支付双倍加班工资。

Regarding overtime, except in urgent cases, overtime may only be worked with prior authorization from the Labor Inspectorate (Article 182 of the LOTT). For this purpose, the employer must send a written statement to the Labor Inspectorate justifying the reasons for requiring overtime. In urgent cases that warrant overtime (force majeure), the employer must notify the Labor Inspectorate on the following business day (Articles 181 and 182 of the LOTT). The consequences of not obtaining authorization from the Labor Inspectorate are financial penalties and the worker being paid double the amount set for overtime.

根据委内瑞拉法律，加班工时上限为每周 10 小时、每年 100 小时。该限制适用于所有劳动者，无任何区别。但实践中，管理人员不享有加班费。根据 1997 年旧法被称为“信任雇员”、参与企业管理的人员同样如此。按照惯例，该类雇员一般不严格核算加班。事实上，新冠疫情后，众多机构的行政人员实行混合灵活工时（部分天数远程、部分天数现场办公）。

Likewise, under Venezuelan law, overtime hours are limited to ten (10) hours per week and one hundred (100) hours per year. These limits apply to all workers without distinction, and overtime regulations apply to all. However, in practice, management workers do not earn overtime. The same applies to employees formerly known as "trusted workers" (according to

the old 1997 law), who are involved in business administration. By common practice, these employees do not typically have such strict compliance verification that they generate overtime. In fact, following the COVID-19 pandemic, administrative employees in many organizations are working hybrid flexible hours (some days remote and others in person).

根据《劳动者组织劳动法》第 118 条，加班费按正常小时工资的 150% 支付，而实践中，委内瑞拉多数集体谈判协议约定的比例高于该标准。

According to Article 118 of the LOTTT, overtime is paid at a rate of 150% of the normal hourly wage, although in reality, most collective bargaining agreements in the country exceed this percentage.

4. 休息与休假 **Rest and Leave**

在委内瑞拉，劳动者每周享有连续两日休息日，其中一日须为周日，且该休息日应为整日。

In Venezuela, workers are required to have two (2) consecutive weekly rest days, one of which must fall on Sunday. These rest days must be full days.

连续作业情形下，两日休息日可不连续，且不必安排在周日。该类情形下通常实行轮班制，一般分为四个作业班组。

In cases of continuous processes, the two (2) rest days may be discontinuous and do not necessarily have to fall on Sunday. In these cases, work is normally performed in rotating shifts, which naturally consist of four (4) work groups.

根据委内瑞拉法律规定，劳动者每连续工作满一年，享有 15 个带薪工作日年假；每增加一年工龄，年假增加 1 日，即第一年 15 日、第二年 16 日、第三年 17 日，以此类推。劳动者有权就假期内包含的休息日及法定节假日获得报酬，并额外享有与年假天数相同的“休假奖金”。私营部门的集体谈判协议通常会增加休假奖金天数。

For its part, in accordance with Venezuelan legislation, workers have the right to annual rest (vacation) of fifteen (15) paid working days for each uninterrupted year of work, which is increased by one (1) additional day for each year of service, such that for the first year the worker is entitled to fifteen (15) days, for the second year to sixteen (16) days, the third year to seventeen (17) days and so on. Likewise, the worker will have the right to payment for rest days and holidays that are included in the vacation period, and additionally to an additional bonus called "Vacation Bonus" for the same number of vacation days. Vacation bonus days are normally increased in collective bargaining agreements in the private sector.

关于产假及陪产假，相关规定如下：产假为带薪假期，产前 6 周至产后 20 周；若产前假期未休满，可顺延至产后。陪产假为连续 14 日带薪假期。除特别规定外，上述假期由社会保障依法支付薪资。

Regarding maternity and paternity leave, the following are valid: for maternity, paid leave extends from six (6) weeks before birth (prenatal) to twenty (20) weeks after birth (postnatal). If the prenatal leave is not fully used, it will be added to the postnatal leave. For paternity leave, the leave is fourteen (14) continuous paid days. These leaves must be paid by Social Security in accordance with the law, except for special provisions.

医疗假期属于《劳动者组织劳动法》（LOTTT）第 72 条规定的劳动关系中止事由，构成合法缺勤理由，最长期限为 12 个月。相关假期待遇由委内瑞拉社会保障局（IVSS）通过社会保障支付：自第四天起，支付雇员工资的三分之二，剩余三分之一由雇主支付。若雇员未进行社会保障登记，雇主须支付 100% 工资。

In the case of medical leave, these are grounds for suspension of the employment relationship pursuant to Article 72 of the LOTTT (Law on Employment and Social Security), and are therefore justified grounds for absence, for a maximum period of twelve (12) months. These leaves are paid by social security through the Venezuelan Social Security Institute, which pays, starting on the fourth day, the equivalent of two-thirds (2/3) of the employee's salary, and the remaining third must be paid by the employer. If the employee is not registered with social security, the employer must pay 100% of the employee's salary.

V. 职业健康与特殊保护

Occupational Health and Special Protection

1. 职业健康与安全

Occupational Health and Security

《预防、劳动条件与工作环境组织法》（LOPCYMAT）及其实施条例规定了所有雇用一名及以上雇员的雇主必须遵守的最低职业健康与安全要求，以保障劳动者的健康与安全，预防职业病及工伤事故的发生。若未遵守该等规定，将按涉险劳动者人数处以罚款，且在发生工伤或职业病时，雇主还可能因过失承担赔偿责任。

The Organic Law on Prevention, Working Conditions, and Environment (LOPCYMAT) and its regulations establish minimum occupational health and safety requirements that all employers with one or more employees must comply with in order to safeguard the health and safety of their workers and prevent occupational diseases and the occurrence of work-related accidents. Failure to comply entails financial penalties calculated per exposed worker, as well as the potential risk of payment of compensation for negligence in the event of work-related accidents or occupational diseases.

据此,《预防、劳动条件与工作环境组织法》(LOPCYMAT)为雇主设定了以下义务:
Thus, the LOPCYMAT establishes the following obligations for employers:

- 1) 自用工之日起 3 日内,在社会保障库(委内瑞拉社会保障局)为劳动者办理登记。

Registration of workers with the Social Security Treasury (Venezuelan Social Security Institute) within the first 3 days of employment.

- 2) 开展岗位评估,向劳动者告知其所从事工作的固有风险及防范措施。

Conduct job evaluations and notify each worker of the risks inherent to the activity to be performed and how to prevent them.

- 3) 设立并运行职业健康与安全委员会(CSSL),该委员会由劳动者代表(预防代表)与企业代表共同组成,主要职责为监督劳动者的职业健康与安全状况。

Establish and maintain the Occupational Health and Safety Committee (CSSL), a joint body composed of worker representatives (Prevention Delegates) and company representatives, whose main function is to monitor the occupational health and safety of workers.

- 4) 制定并执行职业健康与安全计划(PSST),该文件需有劳动者参与,明确生产或作业过程中的危险环节、预防行动计划及持续性劳动者培训计划。

Develop and maintain an Occupational Health and Safety Program (PSST), a document developed with the participation of workers, which identifies dangerous processes in the production process or the activity to be performed, action plans to prevent them, and ongoing training plans for workers.

- 5) 设立职业健康与安全服务机构(OHSS),可由企业自行设立(内部机构)或联合设立(外部机构)。

Maintain an Occupational Health and Safety Service (OHSS), whether the company's own (internal) or joint (external service).

- 6) 建立流行病学监测体系。

Maintain an Epidemiological Surveillance System.

- 7) 建立劳动者职业健康监测制度及业余休闲活动机制。

Maintain a system for monitoring workers' occupational health and recreation activities during their free time.

- 8) 制定并实施经休闲与旅游局(INCRET)正式批准的劳动者休闲计划。

Develop and implement worker recreation plans, duly approved by INCRET.

- 9) 为劳动者安排入职、定期、休假前后及离职体检。

Provide workers with pre-employment, periodic, pre- and post-vacation, and post-employment medical examinations.

- 10) 提供个人防护装备(PPE)。

Provision of Personal Protective Equipment (PPE).

- 11) 雇主有义务免费向劳动者提供一切必要的个人防护装备，以防范工作固有风险。防护装备须适用、完好，且雇主须对劳动者进行正确使用培训。

The employer is obligated to provide, free of charge, all necessary PPE to protect workers from the risks inherent to their work. The PPE must be adequate and in good condition, and the employer must train workers on its correct use.

发生工伤事故时，委内瑞拉法律采用职业风险理论，确立了雇主的无过错（客观）责任。即便未证明雇主存在过错或过失，雇主亦须支付精神损害赔偿金，委内瑞拉司法判例亦对此予以确认。

In the event of workplace accidents, Venezuelan law adheres to the Occupational Risk Theory and establishes the (objective) liability of the employer in the event of the accident. This entails the payment of compensation as moral damages, regardless of whether the employer's fault or negligence in the accident is proven, as has also been established by national jurisprudence¹⁶.

此外，若证明雇主存在过错或过失并因此导致事故（不法行为），《预防、劳动条件与工作环境组织法》（LOPCYMAT）规定了雇主的过错责任，并根据主管机关（国家职业健康与安全研究所，INPSASEL）认定的残疾类型与程度确定相应赔偿金额。该法规定的赔偿标准如下：

Additionally, when it has been proven that the employer was at fault or negligent and that the accident occurred as a result (a wrongful act), the LOPCYMAT develops a system of subjective liability for the employer and weighs the payment of the corresponding compensation according to the type and degree of disability certified by the competent body (National Institute for Occupational Health and Safety, INPSASEL). Thus, the LOPCYMAT establishes the following scale:

- 劳动者死亡：按不少于 5 年、不超过 8 年的工资计算，以连续日计。
Death of the worker: salary for no less than 5 years nor more than 8 years, counted in continuous days.
- 完全永久丧失任何劳动能力：按不少于 4 年、不超过 7 年的工资计算，以连续日计。
Permanent total disability for any type of work activity: salary for no less than 4 years nor more than 7 years, counted in continuous days.
- 完全永久丧失常规工作能力：按不少于 3 年、不超过 6 年的工资计算，以连续日计。
Permanent total disability for usual work: salary for no less than 3 years nor more than 6 years, counted in continuous days.

¹⁶ Social Cassation Chamber of the Supreme Court of Justice, judgment No. 116, dated May 17, 2000, case: Hilados Flexilón, S.A.

- 常规职业身体或智力能力永久部分丧失超过 25%：按不少于 2 年、不超过 5 年的工资计算，以连续日计。
Permanent partial disability of more than twenty-five percent (25%) of the worker's physical or intellectual capacity for the usual profession or trade: salary for no less than 2 years nor more than 5 years, counted in continuous days.
- 常规职业身体或智力能力永久部分丧失不超过 25%：按不少于 1 年、不超过 4 年的工资计算，以连续日计。
Permanent partial disability of up to twenty-five percent (25%) of the worker's physical or intellectual capacity for the usual profession or trade: salary for no less than 1 year nor more than 4 years, counted in continuous days.
- 暂时丧失劳动能力：按休息天数对应工资的双倍支付。
Temporary disability: Double the salary corresponding to the days of rest.

2. 特殊保护 Special Protection

在委内瑞拉，法律对各类弱势群体提供特殊劳动保护，旨在保障机会平等、防范歧视、促进体面劳动条件。该类群体包括：

In Venezuela, there are special labor protections for various groups considered vulnerable, with the aim of guaranteeing equal opportunities, preventing discrimination, and promoting decent working conditions. These include:

- 女性：劳动立法及《妇女享有无暴力生活权利组织法》均对职场歧视行为予以惩处（第 49 条）。该法具体规定如下：禁止孕检；女性自怀孕期间至子女满两周岁前享有解雇保护；产假为产前 6 周、产后 20 周，可立即衔接年假；每日享有哺乳假（工作场所设有哺乳室的，每日两次、每次半小时；未设立的，每日两次、每次 1.5 小时）；定期休假陪同子女就医；强制参与生产劳动委员会。
Women: Both labor legislation and the Organic Law on the Right of Women to a Life Free from Violence penalize discriminatory practices in the workplace (Article 49). This law specifically addresses the following: prohibition of pregnancy tests; job security during pregnancy and up to the child's second birthday; maternity leave 6 weeks before and 20 weeks after childbirth, with the possibility of immediate vacation time; daily breastfeeding leave (two half-hour breaks if the workplace has a lactation room or two daily one-and-a-half-hour breaks if it does not); periodic leave for medical appointments for children; mandatory participation rates in Productive Labor Councils.
- 残疾人：立法禁止任何基于残疾的歧视。《残疾人法》规定，雇员超过 50 人的企业，须雇用至少 5% 的残疾人，且该残疾须经相应机构（国家残疾人委员会，CONAPDIS）正式认证。同时，企业设施及工作场所须进行无障碍改造，保障残

疾人履职。残疾人享有与其他劳动者同等的劳动福利，有权加入工会及劳动者生产委员会。

People with Disabilities: Legislation prohibits any discrimination based on disability, and the Law for People with Disabilities establishes the obligation for companies with more than 50 employees to hire at least 5% of people with disabilities duly certified as such by the corresponding agency (National Council for People with Disabilities, CONAPDIS). Likewise, facilities and workplaces must be adapted to ensure accessibility and proper performance of their duties. People with disabilities will enjoy the same employment benefits as other workers and, as such, will have the right to participate in unions and Workers' Productive Councils.

- 原住民：《国家宪法》及《原住民社区与民族组织法》禁止任何形式歧视或贬低原住民，承认其劳动权利与义务。劳动立法承认原住民语言为该群体的官方语言，必要时须将劳动相关文件译为原住民语言。

Indigenous Peoples: The National Constitution and the Organic Law on Indigenous Communities and Peoples prohibit any type of discrimination or denigration of indigenous peoples, recognize their right and duty to work, and labor legislation recognizes indigenous languages as the official language for these peoples and, when necessary, requires the translation of employment documents into these languages.

- 老年人：《老年人综合照料与发展组织法》承认，无论年龄，老年人均有权从事有偿劳动，只要相关工作符合其个人身体状况，允许其继续从事体力或智力生产活动。

Older Adults: The Organic Law for the Comprehensive Care and Development of Older Adults recognizes their right to perform paid work, regardless of their age, provided the tasks in question are appropriate for their personal circumstances, allowing them to continue developing productive activities, whether physical or intellectual.

- 青年劳动者：《劳动者组织劳动法》（LOTTT）承认 14 至 18 周岁接受培训的青年（学徒）的劳动权利与义务，规定用工单位有义务吸纳学徒。具体而言，《社会主义职业培训教育国家研究所法》（INCES）要求，雇员超过 15 人的用工单位，须雇用占总人数最低 3%、最高 5% 的 INCES 注册学徒。

Working Youth: The LOTTT recognizes the right and duty of young people between 14 and 18 years of age who are in training (apprentices) to work and establishes the obligation for employment entities to incorporate apprentices into their workforce. Specifically, the Law of the National Institute for Training and Socialist Education (INCES) requires employment entities with more than 15 employees to hire a minimum of 3% and a maximum of 5% INCES apprentices from their total workforce.

VI. 个人信息与隐私 **Personal Information and Privacy**

1. 一般规则

General Rules

然而，与其他国家不同的是，委内瑞拉没有专门的、一般性的个人数据保护法；相反，其内容分散在各种法律中，如《打击计算机犯罪特别法》。

However, in Venezuela, unlike other countries, there is no special, general law for the protection of personal data; rather, its content is scattered throughout various laws, such as the Special Law against Computer Crimes¹⁷.

但最佳实践建议企业为雇员制定个人数据保护标准，跨国企业尤其如此，因其同时受其他具有严格专门规制的司法辖区法律约束。

However, best practices suggest that companies implement personal data protection standards for their employees, especially multinational companies that are also governed by other jurisdictions with robust and specialized regulations on the subject.

VII. 反歧视与反骚扰

Anti-Discrimination and Anti-Harassment

1. 一般规定

General Rules

《劳动者组织劳动法》（LOTTT）规定了防范歧视与骚扰的保护性标准。关于歧视，该法第 21 条规定，禁止基于种族、性别、年龄、婚姻状况、工会会员身份、宗教、政治见解、国籍、性取向、残疾或社会出身的任何形式就业歧视。该禁止性规定自求职阶段起适用，并贯穿整个劳动关系存续期间，雇主不得设定违反反歧视规定的录用条件。在人力资源管理中亦不得存在歧视行为，例如在晋升、提拔、奖励发放时，因种族、性别、年龄等个人特征或条件区别对待。

The LOTTT establishes protective standards that prevent discrimination and harassment. In the case of discrimination, Article 21 of the LOTTT stipulates that any type of employment discrimination based on race, sex, age, marital status, union membership, religion, political opinions, nationality, sexual orientation, disability, or social origin is prohibited. This prohibition of discrimination is evident from the moment a job is applied for and during employment, as employers may not impose hiring conditions that contravene anti-discrimination provisions. Discrimination must also be avoided in the management of human talent, such as in promotions, advancements, or the granting of incentives associated with a person's characteristics or conditions, such as race, sex, age, etc.

¹⁷ Published in Official Gazette No. 37,313 dated 10/30/2001.

为避免歧视行为，法律还确立了具有宪法地位的同工同酬原则（《宪法》第 91 条）。对雇主而言，在相同岗位上设置不同工资等级时面临重大合规挑战，因为相同岗位劳动者薪资不同可能引发歧视主张，实践中难以对同岗位表现优异者予以激励。因此，为避免歧视，建议对薪资差异的理由进行书面记录，相关依据应包括工龄、职业培训、生产率、考勤、原材料节约等客观标准。通过就雇员考核事项、薪酬差异原因保留客观可证明的标准，可证明雇主并非基于歧视，而是基于实际劳务表现确定报酬。

To avoid discriminatory practices, the law has also established a principle of equal pay, which states "equal pay for equal work," and which has constitutional status (Article 91 of the Constitution). This principle has been one of the main challenges for employers when differentiating salary scales for the same position, as there may be a risk of discrimination claims if workers with the same position earn different salaries, making it difficult in practice to reward those workers who excel in the same position. Therefore, to avoid this discrimination, it is recommended to document the reasons for salary differentiation, which should be based on factors such as seniority, professional training, productivity, attendance, and the economy of raw materials, among other objective criteria. By maintaining objective and demonstrable criteria for the aspects evaluated in employees, and the reasons for differentiating compensation, it will demonstrate that the employer does not differentiate remuneration for reasons of discrimination, but rather for reasons inherent to the effective services.

关于骚扰，法律规定较为严格，禁止职场骚扰与性骚扰。职场骚扰指雇主或其代理人、单个劳动者或劳动者群体实施的、反复或持续的侵扰或虐待行为，侵害劳动者的人格尊严或生理、心理、社会完整性（《劳动者组织劳动法》第 164 条）。性骚扰指雇主或其代理人对劳动者实施的、非自愿的性方面侵扰或行为，无论单次或多次，目的在于影响其职业稳定，或给予、保留、剥夺劳动关系项下的某项福利。与职场骚扰不同，性骚扰不要求具有反复性或持续性，单次行为即可构成违法。

Regarding harassment, the law has been strict, prohibiting workplace harassment and sexual harassment. Workplace harassment is understood as recurrent or continuous harassment or abusive conduct by the employer or their representatives; or by a worker; or by a group of workers, which violates the dignity or biopsychosocial integrity of a worker or group of workers (Article 164 of the LOTT). Sexual harassment refers to unwanted and unsolicited sexual harassment or conduct, carried out in isolation or through a series of incidents, by the employer or their representatives against the worker, with the aim of affecting their job security or granting, maintaining, or withdrawing some benefit derived from the employment relationship. Sexual harassment, unlike workplace harassment, does not need to be recurrent or continuous; rather, a single incident or event is sufficient for sexual harassment to be considered a violation.

2. 受保护特征 Protective Characters

委内瑞拉立法规定了多种防范基于任何理由（种族、性别、年龄、宗教等）歧视的机制。一方面，法律规定对实施歧视行为的雇主处以金钱处罚（罚款）；另一方面，法律设置了行政及司法程序，允许遭受歧视的劳动者主张权利。例如《劳动者组织劳动法》（LOTTT）第 513 条规定的行政投诉程序，由劳动监察局负责审理。通过该程序，劳动监察局可对劳动条件进行核查。实践中，劳动者可通过该程序举报因薪资差异产生的歧视行为。此外，根据《组织劳动法条例》第 15 条规定，遭受歧视的劳动者可直接提起宪法保护令诉讼。这意味着劳动法院须更为迅速、优先审理该类宪法保护令案件。雇主有义务履行相关裁判，否则将承担刑事责任。

Venezuelan legislation provides various mechanisms to prevent discrimination based on any grounds (race, sex, gender, age, religion, etc.). On the one hand, it provides for monetary sanctions (fines) for employers who engage in discriminatory practices, and on the other, it provides for both administrative and judicial procedures that allow workers who are victims of discrimination to take action. This is the case, for example, of the administrative complaint procedure provided for in Article 513 of the LOTTT, which is processed before the Labor Inspectorate. Through this procedure, the Labor Inspectorate can verify working conditions. In practice, this procedure has served to enable workers to report discrimination due to wage differentials. Furthermore, the legislation allows workers who are victims of discrimination to directly pursue a constitutional protection action, as provided in Article 15 of the LOT Regulations. This means that the Labor Court must implement this constitutional protection action more expeditiously and preferentially. The employer is obligated to comply with its decision, otherwise, criminal liability will arise.

VIII. 内部政策 Internal Policies

1. 适用范围 Applicability

在委内瑞拉，企业可适用内部人力资源管理与运营制度。这在企业中属于常见做法，在委内瑞拉开展业务的跨国企业尤为普遍。该等内部制度无差别适用于企业全体雇员。委内瑞拉最高法院在多项判决中对企业内部制度进行过审查，包括与雇员外派相关的制度，甚至就违反内部制度的举证责任作出认定，即由主张存在违反行为的一方承担举证责任。

In Venezuela, internal policies for the management and administration of human talent can be applied. This is a common practice in companies, especially multinationals with operations in the country. These internal policies are applied to all employees in the organization without distinction. In various rulings, the Supreme Court of Justice has assessed a company's internal policies, including those related to the transfer of an employee abroad¹⁸, and has even determined conclusions regarding the burden of proof for non-compliance with an internal policy, which falls on the party alleging such non-compliance¹⁹.

¹⁸ Judgments of the Social Cassation Chamber of the Supreme Court of Justice No. 0471 dated 10/08/2018, case: Laboratorios Elmor, S.A., and Judgment of the Social Cassation Chamber of the Supreme Court of Justice No. 1356 dated 06/19/2007, case: BBVA Banco Provincial.

¹⁹ Judgment of the Social Cassation Chamber of the Supreme Court of Justice No. 970 dated 08/05/2011.

2. 效力 Validity

内部制度得以适用的一项核心前提是，劳动者已被告知该制度存在、知悉制度内容，且制度符合公认准则。该等准则主要要求制度不得违反委内瑞拉法律规定，且不得具有歧视性。

A fundamental requirement for the application of an internal policy is that the worker has been notified of its existence, is aware of its content, and that it meets acceptable standards. These standards basically imply that the policy does not contravene Venezuelan regulations and is not discriminatory.

但由于雇主若主张劳动者遵守制度，须承担举证责任，因此建议在劳动合同中载明内部制度，并保留已向劳动者送达制度的书面证据（纸质或电子）。该要求既适用于本地制度，也适用于母公司制定的制度。

However, since the employer bears the burden of proof of the internal policy to enforce its compliance, it is recommended to reference its existence in employment contracts and provide documentary evidence (physical or digital) that the policy was delivered to the worker. This applies to both local policies and policies issued by the company's parent company.

在委内瑞拉，跨国企业通常制定雇员须遵守的内部制度与行为准则，例如反腐败、行为规范、保密及利益冲突制度。

In Venezuela, multinational companies typically have internal policies and codes of conduct that their employees must follow, such as codes that impose anti-corruption, conduct, confidentiality, and conflict of interest policies.

3. 举报制度 Whistleblowing

举报违规行为（如企业雇员违反行为准则）的内部程序，主要存在于跨国公司或大型企业中。中小企业一般较少设立此类内部控制机制，因此劳动者可就任何侵犯劳动权利的违规行为，向劳动监察局进行举报。

Internal procedures for reporting irregularities, such as non-compliance with codes of conduct by a member of the organization, exist primarily in multinationals or large companies. In small and medium-sized enterprises (SMEs), it is difficult to find these types of internal control mechanisms, meaning workers have the option of reporting any irregularity to the labor inspectorate, provided it involves the violation of a labor right.

IX. 企业交易事项 Transactions

1. 劳动关系 Employment Relationship

在委内瑞拉，合并、收购或资产转让被规定为雇主更替情形（《劳动者组织劳动法》第 66 条），在此情况下，个别及集体劳动合同与现有劳动条件均不受影响。根据法律规定，原雇主与新雇主就雇员劳动相关义务承担连带责任，期限最长为 5 年。该期限届满后，由新雇主单独就劳动关系承担责任。

In cases of mergers, acquisitions, or transfers, regulated in Venezuela as cases of employer substitution (Article 66 of the LOTTT), individual and collective employment contracts and existing working conditions are not affected. Pursuant to the Law, the replaced employer shall be jointly and severally liable with the new employer for the employees' labor obligations for up to a period of 5 years. After this period, the new employer shall be solely responsible for such employment relationships.

2. 补偿与待遇 Compensation

在公司合并、收购或资本、资产转让的情形下，法律未规定需向劳动者支付额外补偿金或赔偿金。法律仅规定，雇主更替须提前通知劳动者；若劳动者对该更替持有异议，可在三个月内要求解除劳动关系，并主张支付相应的补偿金。

No additional payment or compensation is established for workers in the event of a merger, acquisition, or transfer of capital or assets. The Law only regulates that the replacement of an employer must be notified to the workers in advance, and if the employee has any objection to said replacement, they may, within the following three months, demand termination of the employment relationship and demand payment of any corresponding compensation.

X. 劳动关系的终止 Termination of Employment

1. 解除原因 Termination Grounds

在委内瑞拉，雇主不得随意解雇雇员。委内瑞拉劳动法以职业稳定原则为核心，只有存在法定正当理由、且履行相应程序后，方可解雇雇员。管理人员（高级高管）属于例外。

In Venezuela, an employer cannot fire an employee for any reason. First, labor law is governed by the principle of job stability, which means that dismissal can only occur if there is a legally justified cause and after compliance with the corresponding procedures. Management workers (senior executives) are an exception.

此外，委内瑞拉自 2002 年起实行就业保障制度，现行规定为第 5070 号法令。该法令再次将所有公共及私营部门劳动者的就业保障期限延长两年，自 2025 年 1 月 1 日至 2026 年 12 月 31 日。根据该法令，无正当理由不得解雇任何雇员、不得降低其劳动条件或进行调岗。此类行为均须事先获得劳动监察局批准。

Additionally, since 2002, Venezuela has implemented job security, currently regulated by Decree No. 5070²⁰. This decree again extended job security for all public and private sector workers for a period of two (02) years, counting from January 1, 2025, to December 31, 2026. According to this decree, no employee may be fired, have their working conditions downgraded, or be transferred without just cause. Furthermore, any such action must have prior authorization from the Labor Inspectorate.

正当解雇理由规定于《劳动者组织劳动法》第 79 条：

The grounds for justified dismissal are regulated by Article 79 of the LOTTT:

- a) 工作中缺乏诚信或实施不道德行为。
Lack of integrity or immoral conduct at work.
- b) 违法行为，正当防卫除外。
Acts of delicto, except in self-defense.
- c) 对雇主、其代理人或共同居住家庭成员，实施严重冒犯、不尊重行为。
Injury or serious breach of respect and consideration owed to the employer, their representatives, or family members living with them.
- d) 故意或重大过失影响职业健康与安全的行为。
Intentional act or gross negligence affecting occupational health and safety.
- e) 疏忽或轻率行为严重影响职业健康与安全。
Omissions or imprudence seriously affecting occupational health and safety.
- f) 一个月内无正当理由旷工累计三个工作日，自第一次缺勤起算。
Unjustified absence from work for three working days within a one-month period, which will be counted from the first absence.
- g) 故意或重大过失造成设备、工具、办公设施、原材料、在制品、厂房及其他财产重大损失。
Material damage caused intentionally or through gross negligence to machinery, tools and work implements, furniture of the work entity, raw materials or products manufactured or in the process of being manufactured, plantations, and other belongings.
- h) 泄露生产、制造或工艺秘密。
Disclosure of manufacturing, fabrication, or process secrets.
- i) 严重违反劳动关系项下义务。

²⁰ Published in the Official Gazette on December 27, 2024.

Serious breach of the obligations imposed by the employment relationship.

j) 擅自离岗、弃职。

Abandonment of work.

k) 职场骚扰或性骚扰。

Workplace harassment or sexual harassment.

2. 解雇程序

Termination Procedure

根据上述规定，当雇员出现符合正当解雇的任一过错情形时，雇主必须在该过错发生之日起 30 日内，启动过错认定程序，并向劳动监察局申请解雇批准。该程序规定于《劳动者组织劳动法》第 422 条，要求通知相关当事人，以便其通过提交申辩、出示证据参与程序。劳动监察局将据此作出是否批准解雇的决定。

In accordance with the above, when any of the offenses requiring justified dismissal by an employee arise, the employer must, within 30 days of the occurrence of the offense, initiate the procedure for classifying the offenses and request the corresponding authorization to dismiss from the Labor Inspectorate. This procedure is regulated in Article 422 of the LOTT and entails notifying the parties involved so that they may participate in the procedure through a response, and presentation of evidence. Based on this, the corresponding authority (Labor Inspectorate) may issue a decision on whether or not to authorize the requested dismissal.

3. 解雇保护

Termination Protection

如前所述，委内瑞拉对劳动者被解雇提供强有力的保护，因此解雇必须具备正当理由，且须向劳动监察部门申请相应批准。《劳工与社会保障法》（LOTTT）第 95 条规定，在三个月内，若雇员人数超过 100 人的工作单位裁员比例达到或超过 10%、雇员人数超过 50 人的工作单位裁员比例达到 20%、雇员人数不足 50 人的工作单位裁员人数达到 10 人，或情形更为严重时，即构成大规模裁员。这意味着，若被认定为大规模裁员，主管部委可基于社会公共利益叫停该裁员行为。

As indicated, Venezuela provides strong protection against the dismissal of workers, so there must be justifiable causes and the respective authorization must have been requested from the Labor Inspector. Article 95 of the LOTT (Law on Employment and Social Security) establishes that a mass layoff will be considered when it affects a number equal to or greater than ten percent of the workers in a work entity with more than one hundred workers, or twenty percent of a work entity with more than fifty workers, or ten workers in a work entity with fewer than fifty within a period of three months, or even more if the circumstances make it critical. This implies that if a mass layoff is deemed to occur, the competent Ministry may suspend it for reasons of social interest.

4. 解雇补偿与赔偿

Severance and Compensation

鉴于在委内瑞拉，解雇仅可基于正当理由并经主管机关事先批准，《劳动者组织劳动法》第 92 条规定，若劳动关系因非劳动者自身原因解除，或在无正当理由解雇且劳动者不主张复职的情况下，雇主应支付相当于应付未付社会保障福利金额的经济补偿金。Considering that dismissals can only be justified and previously authorized by the competent authority in Venezuela, Article 92 of the LOTTT establishes severance pay equivalent to the amount due to social benefits in the event of termination of the employment relationship for reasons beyond the employee's control, or in cases of dismissal without justifiable reasons when the employee expresses his or her intention not to file a request for reinstatement.

5. 不当解雇 Wrongful Termination

对于违法无正当理由的解雇，根据《劳动法》（LOTTT）第 425 条规定，劳动者可在被解雇后 30 日内向劳动监察局提起投诉，要求恢复被侵害的法律地位（复职），并支付被扣发的工资及其他福利。法律规定，劳动监察局收到投诉后，若已证明劳动者享有就业保障，且涉案劳动关系确实存在，应立即责令恢复劳动者原有职位，并支付被扣发的工资及其他损失福利。雇主拒不执行该命令的，视为藐视命令，将依法予以处罚，并将雇主或其法定代表人移送检察机关。反之，若在执行前述责令通知时，无法核实涉案劳动关系存在，则程序中止，并开启证据听证程序，由双方对各自主张进行举证，之后由劳动监察官作出相应决定。

In the case of unjustified dismissals, pursuant to Article 425 of the LOTTT (Labor Law), the employee may, within 30 days of dismissal, file a complaint with the Labor Inspectorate and request reinstatement of the violated legal status (reinstatement), as well as payment of lost wages and other benefits. The law establishes that upon receipt of the complaint, once the employee's job security has been proven, and if the alleged employment relationship exists, the reinstatement to the employee's previous status will be ordered immediately, with payment of lost wages and other lost benefits. Any failure by the employer to comply with this order will be deemed contempt and will trigger the sanctions established by law. The employer or his or her legal representative will be referred to the Public Prosecutor's Office. On the other hand, if at the time of execution (notification to the employer) of the aforementioned order, it is not possible to verify the existence of the alleged employment relationship, the procedure will be suspended and an evidentiary hearing will be opened so that the parties can substantiate their allegations and subsequently the Labor Inspector will issue the corresponding decision.

6. 集体解雇与裁员 Mass termination and Layoffs

本章第三节之规定予以适用。

The provisions of section 3 of this chapter apply.

XI. 保密、竞业限制与禁止招揽 **Confidentiality, Non-Compete, and Non-Solicitation**

1. 保密义务 **Confidentiality**

在委内瑞拉，劳动合同中约定保密条款属于常见做法，对于参与企业经营管理、或因职务可接触保密信息的雇员而言更是如此。此类保密协议可适用于所有雇员，不论其职务高低，但实践中保密条款的执行力度会根据雇员工作职责有所不同。例如，可接触商业秘密的雇员会适用内容全面、范围广泛的保密协议，甚至可能采用独立于劳动合同的专门协议，仅约定保密义务及违约后果。为实现有效的保密保护，建议通过专门签署的合同予以明确约定。这并不意味着劳动者无法定义务保守其接触的商业或工艺秘密，而是基于法律规定的保密义务范围有限，无法达到雇主期望的保障程度。例如《劳动者组织劳动法》第 79 条将泄露雇主秘密列为正当解雇事由，但仅限定为生产、制造或工艺秘密，而敏感保密信息不仅限于制造秘密，还包括数据、档案及内部机密信息。

In Venezuela, it is common for employment contracts to contain confidentiality clauses, especially in the case of employees involved in business management or whose duties give them access to privileged information. These confidentiality agreements can be applied to all employees regardless of their level of responsibility, but in reality, the implementation of the confidentiality clause varies depending on the employee's duties. For example, employees who have access to trade secrets will have a very comprehensive and extensive confidentiality agreement, which could even be a separate agreement from the employment contract, solely addressing confidentiality and the consequences of breaching it. For effective confidentiality protection, it is recommended that it be expressly agreed upon in a contract signed for this purpose. This does not imply that employees do not have a legal duty to maintain industrial or procedural secrets to which they have access, but rather that the duty arising from the legal mandate is limited, and not to the extent the employer warrants. For example, Article 79 of the LOTT establishes as a cause for justified dismissal the employee's disclosure of employer secrets, but limits these to secrets of manufacture, processing, or procedures. Sensitive and confidential information is not limited to manufacturing secrets, but also includes data, records, and classified information.

法律还为安全代表设定了另一项保密义务，根据《职业安全与健康法》（LOPCYMAT）第 45 条规定，安全代表不得泄露生产、加工或工艺秘密，此外还应对其履行职责过程中所接触的一切信息承担职业保密义务。

Another confidentiality obligation imposed by law applies to safety delegates, who, pursuant to Article 45 of the LOPCYMAT, are prohibited from revealing secrets of manufacture, processing, or procedures and, furthermore, are required to maintain professional secrecy regarding any information to which they may have access as a result of their actions.

2. 竞业限制与禁止招揽 Non-Compete and Non-Solicitation

根据委内瑞拉法律，当事人可以约定竞业限制条款，在当地被称为“禁止不正当竞争”。此类协议通常适用于对企业经营有直接影响的高级管理岗位，而不适用于普通岗位。法律规定，竞业限制意味着雇员在合同履行期间，不得为自身或他人进行可能损害雇主利益的业务洽谈，除非得到雇主明示或默示授权。此外，双方可通过协议将该限制延伸至劳动关系终止之后，《劳动法条例》第 20 条为此类竞业限制约定的效力规定了若干条件：

Under Venezuelan law, it is possible to agree to non-competition clauses, which are locally referred to as "prohibition of unfair competition." These agreements are commonly observed in senior management positions that have a direct impact on business operations, but not in average positions. The prohibition of competition implies, even by legal mandate, that the employee, during the term of the contract, must refrain from conducting negotiations on his or her own behalf or on behalf of others that could affect the interests of the employer, unless expressly or tacitly authorized by the employer. However, this prohibition may be extended by convention even to periods after the termination of the employment contract, for which Article 20 of the LOT Regulations establishes certain conditions for its validity:

- 竞业限制期限最长为劳动关系终止后六个月。
It will last for a maximum of six (6) months after the termination of the employment relationship.
- 该限制必须基于正当理由，综合考虑雇员与客户的关系、其管理岗位身份、其知悉雇主的工业或商业秘密的情况或其他类似情形。
It must be based on justified reasons, taking into account the employee's relationship with the clientele, his status as a management employee, his personal knowledge of the employer's industrial or trade secrets, or any other similar circumstance.
- 该约定必须在雇员开始履行需设定竞业限制义务的职责之初，以书面形式作出。
It must be agreed upon in writing at the beginning of the performance of the duties that warrant the prohibition of competition; and
- 必须就竞业限制期间向雇员约定提供补偿利益，且该补偿金额须由双方自由协商确定。

A compensation benefit for the employee must be agreed upon for the duration of the non-competition clause. The amount of this compensation must be freely agreed upon by the parties.

双方亦可在竞业限制条款中约定违反义务时应适用的赔偿。

Likewise, the parties may, in their non-competition clauses, regulate any compensation that may be applicable in the event of breach of the obligation.

XII. 员工代表与工会制度 **Work Representation and Trade Unions**

1. 员工代表制度 **Work Representation**

根据劳工立法，劳动者联合与代表的主要形式为工会（见第十二点第 2 款）。除此之外，还存在其他劳动者代表机构，例如安全防护代表、生产劳工委员会，以及适用于公共部门实体的劳工主管（《劳动者组织劳动法》第六项过渡性规定）。这些机构职能各不相同，各自具有不同的宗旨与目标，具体如下：

According to labor legislation, the main form of worker association and representation are unions (see point XII.2). However, there are other worker representation organizations, such as Prevention Delegates, Productive Workers' Councils, and Labor Directors for public sector entities (sixth transitional provision of the LOTTT). These bodies do not have the same functions, but each has a different purpose and objective, namely:

- 工会：这是最普遍的劳工组织形式，具有维权性质，代表劳动者与雇主进行集体谈判，力求改善劳动者的就业待遇（工资、社会福利、工作时间、加班费、夜班津贴等）。

The union: This is the most popular form of labor and has a vindictive nature, as it represents workers in collective bargaining with the employer, seeking to improve their employment benefits (salaries, social benefits, working hours, overtime pay, night shift bonuses, etc.).

- 安全代表：其为劳动者在职业健康与安全委员会中的代表，该委员会为联合机构（由安全代表与雇主代表组成）。安全代表的职责是监督职业健康、安全与卫生法规的执行。

Safety delegates: These are workers' representatives before the Occupational Health and Safety Committee, which is a joint body (made up of the safety delegates and employer representatives). The delegate's function is to ensure compliance with occupational health, safety, and hygiene regulations.

- 生产劳工委员会：该委员会仅由劳动者组成，负责监督企业的生产流程。
Productive Labor Councils: These are committees made up solely of workers, whose function is to supervise companies' production processes.
- 劳工主管：其在公共实体中代表劳动者，适用过渡性规定予以规范。
Labor Directors: These represent workers in public entities and are governed by a transitional provision.

2. 工会制度 Trade Unions

根据劳工立法，委内瑞拉的工会可分为雇主工会与劳动者工会。雇主工会代表雇主利益，可按其所代表的经济领域以商会形式组建。而劳动者工会可分为以下类别：

Unions in Venezuela can be employer- or worker-based. Employer-based unions represent employers and can be organized in chambers by the economic sector they represent. In the case of worker-based unions, these can be:

- 企业工会：由在特定企业工作、不限职业或工种的劳动者组成。
Company unions: made up of workers of any profession or trade who work in a given company.
- 专业、技艺或行业工会：由相同职业或工种的劳动者组成，即便其受雇于不同企业。
Professional, arts, or trade unions: made up of workers in the same profession or trade, even if they work in different companies.
- 产业工会：由受雇于多家企业但隶属于同一产业门类的劳动者组成。
Industrial unions: made up of workers who work for several companies but belong to the same industrial branch.
- 行业部门工会：由受雇于多家企业但隶属于同一商业、农业或生产门类的劳动者组成。
Sectoral unions: made up of workers who work for several companies but belong to the same commercial, agricultural, or production branch.

工会可具有不同的地域活动范围，可为地方级、州级、区域级或国家级。区域范围指包含两个或两个以上州。

Unions can have different territorial scopes of activity, and may be local, state, regional, or national. The regional scope includes two (2) or more states.

工会的权利主要为工会活动权，包括开展集体谈判、订立集体合同、管理、审查及执行集体合同的权利。工会亦有权在集体争议中代表其成员，包括在法律规定范围内行

使罢工权，以及有权组建工会联合会（由多个工会组成）与工会同盟（由多个联合会组成）。《劳动者组织劳动法》第 367 条规定了工会的主要职权。

The rights of unions are primarily those of union action, which include the right to collective bargaining, which entails holding collective agreements, as well as administering, reviewing, and enforcing them. They also have the right to represent their members in collective disputes, including the right to strike under the parameters established by law, and the right to form federations (unions of several unions) and union confederations (unions of several federations). The main union powers are found in Article 367 of the LOTT (Total Labor Law).

法律承认工会自治权，即工会有权自由选举理事会、制定章程及各项内部规章，且工会不得通过行政行为解散，仅可经由司法判决解散。但工会需在全国工会组织登记处（RNOS）登记方可有效。事实上，工会的代表性与合法性主要取决于其在 RNOS 登记的成员数量。因此，在两个或多个工会就代表性产生争议时，在 RNOS 中成员数量最多的工会将被认定为更具代表性。若无法通过成员人数确定代表性，法律规定以“工会公投”作为认定方式，即采取直接、无记名投票方式。

The law recognizes trade union autonomy, which means they are free to elect their boards of directors, draft their bylaws and all internal regulations, and cannot be dissolved by administrative acts but only by a court decision. However, to be valid, unions must be registered in the National Registry of Trade Union Organizations (RNOS). In fact, the representation and legitimacy of unions is determined primarily by the number of members registered in the RNOS. Therefore, in a dispute over representativeness between two or more unions, the union with the largest number of RNOS members will be considered more representative. If representativeness cannot be determined by the number of members, the law provides for a "trade union referendum" as a means of determining representativeness, which basically means a direct and secret ballot.

在委内瑞拉，绝大多数集体合同由企业或特定用工单位订立。企业工会、专业工会及产业工会均可协商订立集体合同。委内瑞拉存在大量按产业设立的工会，例如制药、纺织、石油、橡胶、餐饮酒店、食品等行业工会。此类工会可在其所属行业的企业协商订立集体合同（前提是在相关企业具备代表性）。

In Venezuela, the majority of collective bargaining agreements are held by companies or specific work entities. These collective bargaining agreements are negotiated by both company unions and professional and industrial unions. There are a significant number of unions by industry, such as those in the pharmaceutical, textile, oil, rubber, restaurant and hotel, and food sectors, among others. These unions can negotiate collective bargaining agreements in the various companies in their sector (provided they have representation in the respective company).

集体合同的协商程序始于工会向劳动监察局提交集体合同草案，劳动监察局将通知雇主并召集协商会议。雇主仅可在首次会议中提出抗辩，主张其无义务就该集体合同草案进行协商的理由（例如工会不具备代表性）。针对前述抗辩，劳动监察局将作出裁定，确定雇主是否负有协商义务。若裁定雇主负有协商义务，双方应在《劳动者组织劳动法》第 441 条规定的 180 日期限内就集体合同内容进行协商。对劳动监察局的裁定，可向劳工部提起申诉，亦可向劳工法院提起诉讼。

The procedure for negotiating a collective bargaining agreement begins with the union submitting a draft collective bargaining agreement to the Labor Inspectorate, which will notify the employer and convene a negotiating table. Only at the first meeting may the employer present its defenses, alleging the reasons why it is not obligated to negotiate the draft collective bargaining agreement, such as the union's lack of representativeness. In response to these defenses, the Labor Inspectorate will issue a decision, which may or may not obligate the employer to negotiate the collective bargaining agreement. If obligated to negotiate, the parties will negotiate the content of the collective bargaining agreement for a period of one hundred and eighty (180) days established by law, in accordance with Article 441 of the LOTT. The Inspector's decision may be appealed to the Minister of Labor and may be appealed in labor courts.

此外，特定行业或领域的多个工会、联合会及同盟可就该行业协商订立集体合同，该程序被称为劳动规范会议（RNL）。例如建筑行业、石油行业、制药行业的集体合同即属此类。该程序由劳动者工会、联合会、同盟或雇主工会提出申请启动。劳工部在审核资格条件后，通过官方公报召集前述行业的相关方。该会议召集程序将中止相关企业已在地方、区域或国家层面提交的会议申请。劳动规范会议程序最终形成对应行业的集体合同，该合同将替代参会企业在该行业内已订立的所有地方、区域或国家级集体合同。此外，根据《劳动者组织劳动法》关于劳动规范会议第 468 条及后续条款，劳工部可通过决议将 RNL 集体合同强制适用于整个对应行业。该强制适用意味着劳动规范会议达成的集体合同作为规范适用于全行业，包括未参会企业。建筑行业与制药行业的集体合同是通过劳动规范会议达成的典型范例。

On the other hand, several unions, as well as federations and confederations of a specific sector or branch of activity, can negotiate collective bargaining agreements for a specific sector, which is known as a Labor Normative Meeting (RNL). This is the case, for example, with the collective bargaining agreement for the construction industry, the oil sector, the pharmaceutical sector, among others. The procedure begins with a request from workers' unions, federations, or confederations, or even employers' unions. After verifying the eligibility requirements, the Ministry of Labor summons interested parties from the aforementioned sector through the Official Gazette. This call for meetings suspends any request for a meeting submitted at the local, regional, or national level in the companies included in the Labor Standards Meeting. The Labor Standards Meeting process results in a Collective Bargaining Agreement for the

respective industry, which will replace all local, regional, or national collective bargaining agreements held by the companies participating in the meeting in the respective industry. Furthermore, the RNL Collective Bargaining Agreement may be extended on a mandatory basis for the respective industry, through a Resolution issued to that effect by the Minister of Labor in accordance with Article 468 et seq. of the Labor Standards Meeting (LOTTT). This mandatory extension implies that the collective bargaining agreement reached at the Labor Standards Meeting is applied as a standard to the entire industry, including companies not participating in the meeting. An important example of a Collective Bargaining Agreement reached at a Labor Standards Meeting is the Construction Industry and the Pharmaceutical Industry.

根据法律规定，集体合同期限最短为 2 年，最长为 3 年，在被新的集体合同取代前持续有效，理论上称之为集体合同的超期效力。

According to the law, the duration of a collective bargaining agreement is a minimum of two (2) years and a maximum of three (3) years, and its validity is until it is replaced by a new collective bargaining agreement, which is known doctrinally as the ultra-activity of collective bargaining agreements.

基于上述规定，建议雇主确认其生产领域是否存在集体合同及工会。若该领域不存在工会，雇主亦应了解劳动者的集体权利，避免实施不当反工会行为而遭受处罚，因为劳动者只要符合法定条件，可按单个企业自主组建工会。若对应企业成立了工会并提交了集体合同草案，建议采取以下做法：

In light of the above, employers are advised to determine the existence of collective bargaining agreements and unions in their productive sector. If unions do not exist in the sector, employers must be aware of workers' collective rights in order to avoid engaging in anti-union practices that may result in sanctions, since workers have the right to form their own unions on a company-by-company basis if they so desire and if they meet the legal requirements. If a union is formed in the respective company and also submits a draft collective bargaining agreement, it is advisable to:

- 与工会代表保持良好关系。
Maintain good relations with union representatives.
- 了解工会的核心诉求。
Understand the union's most important requirements.
- 全面分析集体合同草案的成本及财务影响，建议借助专业人士进行成本模拟测算。
Thoroughly analyze the costs and financial impacts of a draft collective bargaining agreement, for which it is recommended to seek the assistance of experts to design cost simulations.

- 确定企业财务承受能力边界，工会及劳动主管部门均无权强迫企业接受超出其财务能力的条款。
Determine the limits of the company's financial possibilities, since neither a union nor the labor authority can force the company to agree to terms beyond its financial capabilities.
- 采用合理、为双方创造价值的谈判方式开展协商。
Conduct negotiations using a sound negotiation method that generates value for both parties.
- 达成内容清晰、表述严谨的协议，避免解释上的模糊与疑问，因为根据“疑义利于劳动者”原则，解释存疑时应作出有利于劳动者的认定。
Reach clear and well-written agreements that avoid confusion or doubts in interpretation, since, under the principle of in dubio pro operario, any doubts in interpretation will be favored by the worker.

XIII. 劳动争议解决 **Dispute Resolutions**

1. 程序与执行 **Procedures & Enforcement**

在委内瑞拉，劳动争议的解决主要受《劳动者组织劳动法》（LOTTT）及《劳动程序组织法》（LOPT）规制。提起劳动诉讼或投诉的时效规定如下：

In Venezuela, the resolution of labor disputes is primarily governed by the LOTTT (Labor Law) and the Organic Labor Procedural Law (LOPT)²¹. The statutes of limitations for filing labor lawsuits or complaints are as follows:

- 要求恢复工作岗位并支付欠付工资：自解雇之日起 30 日内。
Request for Reinstatement and Payment of Lost Wages: within 30 days of the termination.
- 社会保险福利主张：自劳动关系终止之日起 10 年。
Claims for social benefits: 10 years from the date of termination of the employment relationship.
- 员工福利待遇主张（年假、利润分红、假期奖金）：自劳动关系终止之日起 5 年。
Claims for employee benefits (vacation, profit sharing, vacation bonus): 5 years from the date of termination of the employment relationship.
- 工伤索赔（工伤事故或职业病）：自工伤事故或职业病认定之日起 5 年。
Claims for work-related accidents (work-related accident or occupational disease): 5 years from the date of certification of the accident or occupational disease.

2. 权利放弃与执行 **Waiver & Enforcement**

²¹ Published in G.O. No. 37,504 dated 08/13/2002.

在委内瑞拉，劳动权利不可放弃原则具有拘束力，因此在任何情况下，劳动者均不得放弃由各类、各等级法律法规所规定的、对劳动者有利的权利。但双方可在劳动关系终止时订立和解协议，由双方互作让步，且该协议不违反劳动权利不可放弃原则，以此避免任何诉讼。

In Venezuela, the principle of non-waivability of labor rights governs, so under no circumstances may the rights contained in rules and regulations of any nature and hierarchy that favor workers be waived. However, it is possible to enter into settlement agreements at the end of the employment relationship, in which both parties make reciprocal concessions and without violating the non-waivability of labor rights, thus preventing any litigation.

XIV. 其他事项 **Others**

1. 最新动态与发展趋势 **Latest Development & Trends**

委内瑞拉目前存在劳动法改革提案以及制定新劳动法律法规的动议（例如《有机劳动程序法》改革），但相关内容尚未公开，因此无法就潜在监管变化向国际投资者作出预警。

While there are proposals for labor reforms and proposals to enact new labor laws or regulations in Venezuela (e.g., the Reform of the Organic Law of Labor Procedure), their content is not public, so it is not possible to alert international investors about potential regulatory changes.

2. 文化与宗教考量 **Cultural and Religious Considerations**

从文化与宗教角度来看，委内瑞拉规定了全国性节假日，这类节假日通常源于历史或宗教习俗。在上述日期，全国范围内不得开展工作活动，但法律规定的除外情形除外，且针对各类具体情形，用人单位应对劳动者给予相应补偿。同样，该国各地区可基于文化或宗教习俗，设定仅适用于本市、城市或州的休息日，该类休息日在法律上亦应按法定节假日对待。

From a cultural and religious perspective, Venezuela has established national holidays, which typically stem from historical or religious customs. These holidays imply that on these dates there is no work activity throughout the national territory, except for the exceptions established by law and with the corresponding compensation for workers in each specific case. Likewise, each region of the country may, due to cultural or religious customs, establish non-working holidays that apply only to that municipality, city, or state and which must also be treated as a holiday for the purposes of the law.