

Hiring of workers and interns: main options

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1. PERMANENT EMPLOYMENT CONTRACT

Cases	Standard / residual.
Form	Written or oral.
Term	Indefinite.
Probation (trial) period	<ul style="list-style-type: none"> — 90 days: in most cases; — 180 days: positions of trust / of high technical complexity / of high responsibility / with special qualifications; — 240 days: directorships / senior management.
Termination options	<ul style="list-style-type: none"> — By mutual agreement; — Upon dismissal by the employer, with good reason; — Upon collective redundancy on the grounds of elimination of position or non-adaptation of the employee; — By the employee, with good reason; — Upon employee resignation (with or without period of notice); — Due to cessation of business, death of employer or retirement of employee; — Owing to absolute or definitive supervening impossibility of performance of work by the employee or receipt of such work by the employer.
Contingency	Employer-instigated terminations are less flexible.

2. TEMPORARY EMPLOYMENT CONTRACT

2.1. Temporary fixed-term employment contract

Cases	<p>Satisfy a temporary need of the company, namely:</p> <ul style="list-style-type: none"> a) Direct and indirect replacement of absent workers, temporarily prevented from working or who have brought a claim against their dismissal that is pending determination; b) Direct and indirect replacement of employees who have taken unpaid leave or of full-time employees that have become part-time employees; c) Seasonal activity or any other with an annual production cycle marked by irregularities in the employment pattern due to the structural nature of the related market; d) Exceptional increase of the business activity; e) An occasional task or a precisely defined short-term service; f) Work, project or other defined and temporary activity, as well as related projects or ancillary scrutiny and supervision; g) Launch of a new activity with uncertain duration and commencement of business by company with less than 750 employees; h) Hiring of long-term unemployed workers seeking a first job, or in any other situation under the law.
Form	Written, with statutory minimum content.
Term	<p>Maximum of 3 renewals, which shall not exceed:</p> <ul style="list-style-type: none"> — 18 months (first job seekers); — 2 years starting from commencement of business/work (paragraph g) above); — 3 years (general rule); <p>Extraordinary renewal up to 12 months of fixed-term contracts that reach their term limit before 08/11/2015.</p>
Probation period	<ul style="list-style-type: none"> — 30 days: in contracts with a duration of no less than 6 months; — 15 days: in contracts with a duration of less than 6 months.

2.2. Temporary open-ended employment contract

Cases	<p>Satisfy a temporary need of the company, namely:</p> <ul style="list-style-type: none"> a) Direct and indirect replacement of absent workers, temporarily prevented from working or who have brought a claim against their dismissal that is pending determination; b) Replacement of employees who have taken unpaid leave; c) Seasonal activity or any other with an annual production cycle marked by irregularities in the employment pattern due to the structural nature of the related market; d) Exceptional increase of the business activity; e) An occasional task or a precisely defined short-term service; f) Work project or other defined and temporary activity, as well as related projects or ancillary scrutiny and supervision.
Form	Written, with statutory minimum content.
Term	Limit: 6 years.
Probation period	<ul style="list-style-type: none"> — 30 days: in contracts with a duration of no less than 6 months; — 15 days: in contracts with a duration of less than 6 months.

2.3. Termination

- Upon expiry of the term;
- Due to cessation of business, death of employer or retirement of employee;
- Owing to absolute or definitive supervening impossibility of performance of work by the employee or receipt of such work by the employer;
- By mutual agreement;
- Upon dismissal by the employer, with good reason;
- Upon collective redundancy on the grounds of elimination of position or non-adaptation of the worker;
- By the employee, with good reason;
- Upon resignation by the employee (with or without period of notice).

2.4. Contingencies

Risk of temporary employment becoming permanent (indefinite): conclusion of contracts in circumstances other than those expressly provided in the law / exceeding the maximum term limits / failure to adopt the written form.

In such cases, notice of expiry may be deemed an unfair dismissal, with the following consequences:

- Compensation for damage or loss;

- Reinstatement or compensation in lieu of reinstatement (between 15 and 45 days or, in certain cases, between 30 and 60 days of base salary and bonus payments for each year or portion of service);
- Back pay.

For a serious administrative infringement by reason of improperly concluding a fixed-term employment agreement, a fine may be imposed of between € 2,040.00 and € 61,200.00.

3. PART-TIME EMPLOYMENT CONTRACT

Cases	Performance based on normal weekly working hours below those of comparable full-time employment. By agreement, work can be performed in just a few days a week, a month or a year.
Form	Written, with statutory minimum content.
Term	Indefinite or definite.
Probation period	Permanent part-time employment: see 1 above; Temporary part-time employment: see 2.1 and 2.2 above.
Termination options	Permanent part-time employment: see 1 above; Temporary part-time employment: see 2.3 above.
Contingency	Risk of part-time employment becoming full-time: lack of indication of the normal daily and weekly working hours in respect of comparable full time employment / failure to adopt the written form.

4. "COMISSÃO DE SERVIÇO" EMPLOYMENT CONTRACT

Cases	<ul style="list-style-type: none"> — Management or equivalent position; — Executive positions under the direct supervision of the board of directors, the general manager or equivalent; — Performing the functions of personal secretary of the holders of the abovementioned positions; — Functions of a nature such that the holders of the abovementioned senior positions require special trust , as long as it is provided in the applicable collective bargaining agreement; — Can be concluded with a company employee (internal "comissão de serviço") or any other specifically hired for that purpose (external "comissão de serviço").
Form	Written, with statutory minimum content.
Term	Indefinite.

Probation period	— Up to 180 days, but needs to be expressly provided in the contract
Termination options	In addition to the above cases regarding termination of a permanent employment contract (see 1 above), it should be noted that either party may terminate the “comissão de serviço” by giving no less than 30 (for length of service up to 2 years) or 60 (for length of service in excess of 2 years) days prior written notice .
Contingency	<p>Risk of becoming permanent employment: conclusion of contracts in circumstances other than those expressly provided in the law / failure to adopt the written form / failure to indicate the specific position or the tasks to be performed by the employee with express reference to the “comissão de serviço” regime.</p> <p>In this case, termination may be deemed an unfair dismissal, with the consequences referred to in 2.4 above.</p>

5. INTERNSHIP CONTRACT

Cases	Practical training in the workplace to supplement and enhance the intern’s skillst, aiming at a simple and swift integration into, or retraining for, the workforce or acquisition of technical, professional and ethical training that is mandatory for access to a profession.
Form	Written, with statutory minimum content.
Term	<p>Maximum: 12 months;</p> <p>Short-term internship: up to three months (in this case, it may be unpaid).</p>
Probation period	Not applicable
Termination options	<p>— By mutual agreement;</p> <p>— Upon expiry of the term, absolute or definitive supervening impossibility in respect of either party, and intern absences;</p> <p>— On the grounds of breach of contract (15 days prior notice).</p>
Contingency	<p>Risk of becoming permanent employment: conclusion of contracts in circumstances other than those expressly provided in the law / exceeding the maximum term limits of the internship / failure to adopt the written form.</p> <p>In this case, termination may be deemed an unfair dismissal, with the consequences referred to in 2.4 above.</p>

Knowing the contractual options most frequently used to hire workers and interns reduces unwanted employment contingencies, although applicable legislation and collective bargaining agreements should still be consulted.

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