

## ARGENTINA

	<b>Regulations in force on 31 December 2013</b>
<b>1:</b> Notification procedures in the case of individual dismissal of a worker with a regular contract	A written notification is required (Article 231 and 235 of the Labour Contract Law –hereinafter LCT). If the employee is dismissed for just cause, the reason has to be indicated in the notification letter. The employer is not allowed to change the reason for dismissal, if the case is summoned at Court (article 242 LCT). Just cause is a serious breach of the labour contract (gross misconduct or offence).
<b>2:</b> Delay involved before notice can start	Notice starts the day after the notification its receipt by the employee (Article 233 of the LCT). Calculation for EPL indicators: 1 day
<b>3:</b> Length of notice period at different tenure durations (a)	a) 15 d: Probationary period. b) 1 m < 5 y. c) 2 m > 5 y.
<b>4:</b> Severance pay at different tenure durations (a)	Severance payment for employees dismissed without just cause is equivalent to one monthly salary per each year of service, or fraction of year exceeding 3 months (Article 245 LCT). Severance payment for employees dismissed for redundancy is equivalent to half of the payment of article 245 (Article 247 LCT). These reduced severance payment also applies in case of force majeure, death of the employer or the employee or bankruptcy of the company (without fault of the employer). Calculation for EPL indicators: average of dismissal without just cause and redundancy.
<b>5:</b> Definition of unfair dismissal (b)	Prohibited grounds for dismissal are discrimination (sex, race, religion, political affiliation, social condition) maternity, wedding, trade union representative, during an accident of professional disease. In these cases, an additional indemnity must be paid. Employers can dismiss employees without justified cause (sin justa causa) provided the prior notice is respected and severance indemnity is paid (Article 245 LCT). Therefore, dismissal is considered unfair when a just cause can't be alleged and proved by the employer. Also employers can dismiss in case of redundancy and force majeure. In case of redundancy the rule first in first out must be observed. Calculation for EPL indicators: average without reason (0) and redundancy (1).
<b>6:</b> Length of trial period (c)	The first 3 months are of probationary period (Article 92 bis LCT). During this period, the employer can dismiss the employee without just cause, with 15 (fifteen) days prior notice, and without payment of any severance indemnity.
<b>7:</b> Compensation following unfair dismissal (d)	Compensation is equivalent severance pay in case of dismissal without cause (article 245 of the LCT). Additional compensations must be paid in case of maternity, wedding, union affiliation, accident or professional disease. In most cases, the additional compensation amounts to 1 year of remunerations (plus the general severance indemnity). Calculation for EPL indicators: Compensation – average severance: 5 months.
<b>8:</b> Reinstatement option for the employee following unfair dismissal (b)	Reinstatement proceeds when: 1) a union representative or a worker on union leave is dismissed, if the employer did not claim the judicial procedure of exclusion of the union tuition, 2) a worker is dismissed on discriminatory grounds. Calculation for EPL indicators: cases of discrimination and of dismissal on prohibited grounds are not taken into account for EPL indicators. Therefore, there is no scope for reinstatement.
<b>9:</b> Maximum time period after dismissal up to which an unfair dismissal claim can be made (e)	2 years after dismissal (Article 256 LCT).
<b>10:</b> Valid cases for use of standard fixed term contracts	Fixed term contracts are permitted if the term of duration is agreed between the parties or if the task to be performed is of limited duration (Article 90 LCT). A written agreement stating the duration of the FTC is required. Calculation for EPL indicators: average 1 and 2: 1.5
<b>11:</b> Maximum number of successive standard FTCs (initial contract plus renewals and/or prolongations)	No specific limitation within the maximum duration (5 years). However, according to article 90 LCT, if more than one renewal is made, it would most likely to be considered as a contract of indefinite duration. Calculation for EPL indicators: initial contract plus one renewal. 2
<b>12:</b> Maximum cumulated duration of successive standard FTCs	The maximum cumulated duration of standard FTC is of 5 (five) years (Article 93 LCT).
<b>13:</b> Types of work for which temporary work agency (TWA) employment is legal	TWA employment is allowed only for objective reasons. These circumstances are: 1) Absence of permanent employees of the user firm. 2) Suspensions or vacation leave of employees of the user firm. 3) Increase of the activity of the user firm, which requires, on an occasional and extraordinary period, of additional employees. 4) When the user firm needs to organize or participate in congresses, conferences, fairs, exhibitions. 5) When an immediate execution of activities is required in order to avoid accidents or to repair equipment, machines or buildings of the user firm, only if such activities can't be performed by dependent employees of the user firm. 6) When, due to extraordinary and temporary situations, the user firm needs to perform tasks that are not of its current and core business

<b>14:</b> Are there restrictions on the number of renewals and/or prolongations of TWA assignments? (f)	No specific restrictions for assignments and contracts. However, in both cases, limited to the duration of the temporary and extraordinary situation (see item 13). They are ruled by provisions of collective agreements of each sector or economic activity.
<b>15:</b> Maximum cumulated duration of TWA assignments (f)	No specific restrictions. However in both cases, they are limited to the duration of the temporary and extraordinary situation.
<b>16:</b> Does the set-up of a TWA require authorisation or reporting obligations?	Yes. The set-up of a TWA requires administrative authorisation from the Labour Ministry and reporting obligations.
<b>17:</b> Do regulations ensure equal treatment of regular workers and agency workers at the user firm?	Yes. The principle of equal treatment applies by law.
<b>18:</b> Definition of collective dismissal (b)	For purposes of the law, a collective dismissal occurs when the employer plans to dismiss: 1) more than 15% of its workers in companies of less than 400 employees; 2) more than 10% in companies between 400 and 1000 workers; 3) more than 5% in companies of more than 1000 employees.
<b>19:</b> Additional notification requirements in cases of collective dismissal (g)	Negotiations with unions before the Labour Ministry.
<b>20:</b> Additional delays involved in cases of collective dismissal (h)	The delay depends on the duration of the mandatory administrative proceeding. A preventive administrative procedure has to be filed by the employer or the union before the Labour Ministry. The Ministry will summon the parties to a hearing to attempt an agreement, within 2 days. If no agreement is reached within 5 days, a new period of 10 days for negotiations will be tempted by the authority. If the employer and the union arrive to an agreement, the Labour Ministry, after analyzing its content, may homologate or reject such agreement within 10 days. If the parties do not agree, the procedure will come to an end.
<b>21:</b> Other special costs to employers in case of collective dismissals (i)	Companies with more than 50 employees must propose a compensation plan. Proposing a severance indemnity is advisable (although not mandatory). Calculation for EPL indicators: 0.5

Legend: d: days; w: weeks; m: months; y: years. For example "1m < 3y" means "1 month of notice (or severance) pay is required when length of service is below 3 years".

Notes:

- a) Three tenure durations (9 months, 4 years, 20 years). Case of a regular employee with tenure beyond any trial period, dismissed on personal grounds or economic redundancy, but without fault (where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment). Averages are taken where different situations apply – e.g. blue collar and white collar; dismissals for personal reasons and for redundancy.
- b) Based also on case law, if court practice tends to be more (or less) restrictive than what specified in legislation.
- c) Initial period within which regular contracts are not fully covered by employment protection provisions and unfair dismissal claims cannot usually be made.
- d) Typical compensation at 20 years of tenure, including back pay and other compensation (e.g. for future lost earnings in lieu of reinstatement or psychological injury), but excluding ordinary severance pay and pay in lieu of notice. Where relevant, calculations of scores to compute OECD EPL indicators assume that the worker was 35 years old at the start of employment and that a court case takes 6 months on average. Description based also on case law.
- e) Maximum time period after dismissal up to which an unfair dismissal claim can be made.
- f) Description based on both regulations on number and duration of the contract(s) between the temporary work agency and the employee and regulations on the number and duration of the assignment(s) with the same user firm.
- g) Notification requirements to works councils (or employee representatives), and to government authorities such as public employment offices. Only requirements on top of those requirements applying to individual redundancy dismissal count for the OECD EPL indicators (cf. Item 1).
- h) Additional delays and notice periods in the case of collective dismissal (only delays on top of those required for individual dismissals – as reported in Items 2 and 3 – count for the OECD EPL indicators).
- i) This refers to whether there are additional severance pay requirements and whether social compensation plans (detailing measures of reemployment, retraining, outplacement, etc.) are obligatory or common practice.