

COVID-19 and Labour Regulations

Brazil – Murray Advogados

1. Obligation to work

The worker will be obliged to work, except in cases where the worker is in isolation, quarantine or by mandatory medical order, under the terms of the Law. Thus, the mere fear of contracting COVID-19 is not a reason for the worker to be absent from work, there must be a medical justification or one that fits the hypotheses provided by law (isolation or quarantine).

2. Right to Remote Work

Notwithstanding the employee's obligation to work, the employer has a constitutional duty to provide employees with a healthy and safe work environment. In this way, the employer *can* submit his employees to the "home office" regime, subject to specific legal requirements. However, the employee may not, except in cases of isolation, quarantine or medical recommendation of removal, require the employer to place him under the home office regime.

3. Health and Safety

The employer is obliged to comply with certain determinations that guarantee the safety of employees, such as the institution of mandatory use of masks and face shields, the maximum number of people in the establishment and observance of the closing time.

4. Furlough Benefits

The social isolation implanted in Brazil meant that the government provided some financial benefits for the population.

The main one was the provision of "Emergency Aid", in the amount of R \$ 600.00 (six hundred reais) or R \$ 1,200.00 (one thousand two hundred reais) in the case of mothers who are heads of the family.

In addition, the balance of active and inactive accounts of the Guarantee of Time of Service Fund and the allowance of the Social Integration Program were made available, and for the latter case, those who worked for 12 months receive a minimum wage, those who worked for a month he receives 1/12 of the amount, for a total of R\$ 87.08 (eighty-seven reais and eight cents).

5. Covid and Headcount Reduction

Suspension of the employment contract is possible, and the safest option for all parties is that this suspension be agreed via collective bargaining (collective bargaining agreement or convention). Thus, it is certain that, in view of the Brazilian legal order, it is possible to suspend a contract for reasons beyond the control of the employee, for reasons of force majeure, such as the pandemic of COVID-19.

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