

## Peru

### Worker Classifications

The two main worker classifications in Peru are indefinite and fixed term.

### Fixed Term Contracts

For high-skilled Workers, fixed-term contracts are permitted for up to 5 years. They may be extended expressly or impliedly by the individual continuing to work after the end of the term. If the individual is unjustly dismissed before the expiration of the term or the end of the work (for a project or specific job), then a Judge may order payment of the remaining wages that the individual would have otherwise earned.

### Probationary Periods

Probationary periods for general Workers are 3 months. The probation may be extended to 6 months for Workers in positions of trust and to 12 months for Workers in management positions. Workers are owed all benefits during their probationary period. Either party may terminate the employment contract during the trial period without notice or severance requirements.

### Holidays

There are 13 paid national holidays in Peru, which are treated as mandatory rest days. If work is performed on a national holiday, wages are due at 200%.

### Vacation

Workers are entitled to 30 days of annual leave after one year of service. Workers may opt to cash out 15 of the 30 days.

### Sick Leave

Workers are entitled to 20 days of sick pay from the employer. A medical certificate is required. As of the 21st day, the Peruvian government picks up payments to the Worker for the following 11 months and 10 days of consecutive incapacity.

### Working Hours

A standard working day is 8 hours per day or 48 hours per week if the work is performed in the day. Night work is considered performed between 10:00 pm and 6:00 am.

### Overtime

Overtime is considered in excess of the standard working day and is payable at 125% for the first two hours of overtime and every hour after that should be at least 135%.

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### Mandatory Bonuses

Workers are entitled to a 13th and 14th month salary in Peru, which is paid in the first 15 days of July and December each year.

### Termination

Except in cases of serious misconduct, an employer may unilaterally terminate an employment relationship with good cause and reasonable notice. Good cause includes statutory reasons such as "objective justification" or unforeseen events or non-statutory yet valid reasons such as incapacity or inadequate productivity. If a contract is terminated without cause, the Worker is entitled to reinstatement or severance based on length of service, which can be up to 12 months of pay. Employers must also provide at least six calendar days' notice of termination with the opportunity for the Worker to dispute the grounds for dismissal. If the termination is due to performance, 30 days' notice must be provided along with an opportunity for the Worker to improve.

### Resignation

Workers may resign from employment with 30 days' notice.

### Other End Of Employment Rules

At the end of an employment contract, regardless of cause, the employer must provide a signed certificate stating the Worker's start/end dates, work performed, and wages earned. The Worker may also request that it include commentary on their performance and the cause(s) for the termination of the contract.