THE EMPLOYMENT LAW REVIEW

Tenth Edition

Editor
Erika C Collins

THE LAWREVIEWS

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Tenth Edition

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PREFACE

For the past nine years, we have surveyed milestones and significant events in the international employment law space to update and publish *The Employment Law Review*. In updating the book this year, I reread the Preface that I wrote for the first edition in 2009. In that first edition, I noted that I believed that this type of book was long overdue because multinational corporations must understand and comply with the laws of the various jurisdictions in which they operate. I have been practising international employment law for more than 20 years, and I can say this holds especially true today, as the past 10 years have witnessed progressive shifts in the legal landscape in many jurisdictions. This tenth edition of *The Employment Law Review* is proof of the continuously growing importance of international employment law. It has given me great pride and pleasure to see this publication grow and develop to satisfy its initial purpose: to serve as a tool to help legal practitioners and human resources professionals identify issues that present challenges to their clients and companies. As the various editions of this book have highlighted, changes to the laws of many jurisdictions over the past several years emphasise why we continue to consolidate and review this text to provide readers with an up-to-date reference guide.

This year, we proudly introduce our newest general interest chapter, which focuses on the global implications of the #MeToo movement. The movement took a strong hold in the United States at the end of 2017, as it sought to empower victims of sexual harassment and assault to share their stories on social media in order to bring awareness to the prevalence of this issue in the workplace. In this new chapter, we look at the movement's success in other countries and analyse how different cultures and legal landscapes impact the success of the movement (or lack thereof) in a particular jurisdiction. To that end, this chapter analyses the responses to and effects of the #MeToo movement in several nations and concludes with advice to multinational employers.

Our chapter on cross-border M&A continues to track the variety of employment-related issues that arise during these transactions. After a brief decline following the global financial crisis, mergers and acquisitions remain active. This chapter, along with the relevant country-specific chapters, will aid practitioners and human resources professionals who conduct due diligence and provide other employment-related support in connection with cross-border corporate M&A deals.

Global diversity and inclusion initiatives remained a significant issue in 2018 in nations across the globe, and this is one of our general interest chapters. In 2018, many countries in Asia and Europe, as well as South America, enhanced their employment laws to embrace a more inclusive vision of equality. These countries enacted anti-discrimination and anti-harassment legislation as well as gender quotas and pay equity regulations to ensure that all employees, regardless of gender, sexual orientation or gender identity, among other

factors, are empowered and protected in the workplace. Unfortunately, there are still many countries where certain classes of individuals remain under-protected and under-represented in the workforce, and multinational companies still have many challenges with tracking and promoting their diversity and inclusion initiatives and training programmes.

We continue to include a chapter focused on social media and mobile device management policies. Mobile devices and social media have a prominent role in, and impact on, both employee recruitment efforts and the interplay between an employer's interest in protecting its business and an employee's right to privacy. Because companies continue to implement 'bring-your-own-device' programmes, this chapter emphasises the issues that multinational employers must contemplate prior to unveiling such a policy. Bring-your-own-device issues remain at the forefront of employment law as more and more jurisdictions pass, or consider passing, privacy legislation that places significant restrictions on the processing of employees' personal data. This chapter both addresses practice pointers that employers must bear in mind when monitoring employees' use of social media at work and provides advance planning processes to consider prior to making an employment decision based on information found on social media.

Our final general interest chapter discusses the interplay between religion and employment law. Religion has a significant status in societies throughout the world, and this chapter not only underscores how the workplace is affected by religious beliefs, but also examines how the legal environment has adapted to such beliefs. The chapter explores how several nations manage and integrate religion in the workplace, in particular by examining headscarf bans and religious discrimination.

In addition to these five general interest chapters, this edition of *The Employment Law Review* includes 45 country-specific chapters that detail the legal environment and developments of certain international jurisdictions. This edition has once again been the product of excellent collaboration, and I wish to thank our publisher. I also wish to thank all our contributors and my associate, Vanessa P Avello, for her invaluable efforts to bring this tenth edition to fruition.

Erika C Collins
Proskauer Rose LLP
New York
February 2019

Chapter 16

DOMINICAN REPUBLIC

Rosa (Lisa) Díaz Abreu[1]

I INTRODUCTION

The legal framework that governs employment in the Dominican Republic is comprised of the Dominican Labour Code, which is enacted through the following: Law 16-92 dated 29 May 1992, as amended (the Labour Code); the Regulation for the Implementation of the Labour Code No. 258-93; Law No. 87-01, which institutes the Social Security System of the Dominican Republic, as amended; all International Labour Organization agreements ratified by the Dominican Republic; and the regulations issued by the Ministry of Labour of the Dominican Republic.

Labour laws have a territorial effect,[2] therefore any company that employs personnel in the Dominican Republic, or whose personnel provides services in the country, shall be subject to the Labour Code and implementing regulations, which govern labour contracts, labour conditions, unions, economic conflicts, strikes, work stoppages, salaries and benefits, among others. For foreign employees, or employment agreements with international elements or of an international nature, the Private International Law No. 544-14 admits the possibility of another substantive law applying to an employment agreement when the services provided by the employee have more ties with the jurisdiction of another country.

Labour laws are very protective of employees' rights, which are well defined and widely enforced. Employees' rights are inalienable, meaning that courts will deem any formal waiver of rights by employees as void and unenforceable.[3]

Labour courts have exclusive jurisdiction to solve disputes that arise between employers and employees, or solely between employees, in connection or related to the application of the labour laws, enforcement of contractual provisions or provisions of collective bargaining agreements. Labour courts also have jurisdiction to solve disputes between unions, between employees, between employees affiliated to the same union, or between employees and members of the union. Public opinion tends to sympathise with employees and courts are required to interpret the labour laws in a way that is most favourable for employees.

The Ministry of Labour is the main governmental agency responsible for all labour issues, supervising the relationship between employers and employees, and verifying compliance with the current labour regulation.[4] This institution is in charge of creating all national labour policies. Within the Ministry of Labour, there are several departments with important

1 Rosa (Lisa) Díaz Abreu is a partner at Jiménez Cruz Peña. The author would like to thank Laura Medina Acosta for her contribution to this chapter.

2 Dominican Labour Code enacted through Law 16-92 dated 29 May 1992, as amended, Principle IV.

3 id., Principle V.

4 id., Articles 422–23.

roles, such as the National Salaries Committee, which occasionally sets the minimum wage,[5] and the Agency for Industrial Safety and Hygiene, which is responsible for the approval of workplace hygiene and safety guidelines and the supervision of their enforcement.

Other relevant governmental authorities are the Institute for Professional Technical Training (INFOTEP), an autonomous not-for-profit agency in charge of overseeing the system for training and qualification of employees, and the Treasury of Social Security, responsible for collecting, distributing and paying the monies of the social security system, and administering the central information system.

II YEAR IN REVIEW

The main topic of discussion during 2018 was the application of the Domestic Workers Convention (No. 189) ratified on 15 May 2015. The Forum for Domestic Work in the Dominican Republic proposed a bill to govern the work of domestic workers, which gave rise to discussions among the main stakeholders. There is no up-to-date consensus on the extent of the obligations the government must take to ratify the Convention, and the internal proceedings that should be carried out, if any, to render such obligations enforceable for the overall population.

The average open unemployment rate decreased from 7.3 per cent to 5.9 per cent during the first trimester of 2017, according to the results of the Continuous National Poll on Workforce. The average open unemployment rate for the period of January to September 2018 was 5 per cent.[6]

III SIGNIFICANT CASES

On 9 May 2018, the Supreme Court of Justice rendered a judgment related to the assessment and weight of a letter delivered to an employee terminating employment without cause, stating that 'the plausibility and truthfulness of a termination letter must be in accordance, in this case, with the logic of the alleged employment relationship and its termination, which contradict true facts, as his designation as member of the Board of Directors of the entity, and gave a different meaning to the studied document (the termination letter) which must be analysed along with all the other evidence that was submitted.'[7] Based on this reasoning, the Supreme Court of Justice annulled the judgment of the Court of Appeals, which admitted the existence of an employment relationship between the original plaintiff, a public official appointed by presidential decree, and the respondent, a governmental agency, and admitted the termination without cause, without taking into account the presidential decrees first appointing and then removing the plaintiff as public official, and disregarding the fact that the removal occurred prior to the date of the termination letter. The case was sent to a different Court of Appeals for further instruction and decision.

5 id., Articles 452-64.

6 Central Bank of the Dominican Republic, Report of Labor Force. Available at: https://www.bancentral.gov.do/a/d/2541-encuesta-continua-encft.

7 Supreme Court of Justice, Third Hall, judgment dated 9 May 2018.

IV BASICS OF ENTERING AN EMPLOYMENT RELATIONSHIP

i Employment relationship

According to the Labour Code, a labour contract is formed when one party undertakes to provide personal services to another in exchange for compensation, under the supervision and immediate or delegated guidance of the latter. There is a presumption that a labour contract exists whenever a person renders a personal service to another, even if the terms of this relationship are not recorded in writing.[8] An agreement must be in writing in three exceptional cases: apprenticeship contracts; contracts for definite time; and contracts with foreign employees.

When the agreement is in writing, the following terms must be included: the names, credentials and addresses of employer and employee; the work to be performed by the employee, and the salary and benefits that the employee will receive for such work; the place and hours of work; and the term of employment if it is for a definite time period, or indication that it is for indefinite time period.[9] Some terms will apply by law even if not provided in the employment agreement, such as vacation leave, Christmas bonus and compensation for profit sharing.

The parties are free to agree to additional terms provided that these are not less favourable than the rights afforded by law. Under the principle of inalienability of rights established in the Labour Code, labour regulations are binding on the employer and employee even if the parties decide to amend such provisions. The employee may claim at all times rights granted by the law, despite any attempted limitation, termination, loss or waiver, even by a judicial act. Any agreement or document that attempts to limit or contains a waiver of the employee's rights is void.

When the employment agreement is entered in writing, any amendment to its terms must also be in writing.[10]

Employment agreements can be for a fixed term or an indefinite time. The latter is defined as a contract for the services provided by the employee on a permanent and uninterrupted basis (i.e., it goes towards satisfying the normal, constant and uniform needs of a company).

A fixed-term agreement is a contract where the parties set a date for the expiration of their labour relationship. Only the complete execution of the work or providing services as promised will extinguish the contractual relationship; once the term is expired, the contract ceases to exist without any liability. The Labour Code establishes that this type of agreement can be entered into if (1) it is in accordance with the nature of service to be provided; (2) its objective is to provisionally substitute an employee absent because of a leave, vacation, or another temporary impediment; and (3) it is agreed to be in the interests of the employee.

Under Dominican law, an employment agreement is presumed to be for an indefinite period of time, until proven otherwise.[11]

Changes to the employment agreement can result as a consequence of the provisions in the Labour Code and subsequent labour laws, collective bargaining agreements or mutual consent. Also, the employer is allowed to enforce necessary changes to the employment agreement, as long as they do not imply an unreasonable exercise of this power, alter the

8 Labour Code, Article 15.

9 id., Article 24.

10 id., Article 20.

11 id., Article 34.

essential conditions of the contract, or cause material or moral damage to the employee.[12] The right awarded to the employer to enforce unilateral amendments to the employment agreement is known as *jus variandi*. This right is limited, and mutual agreement is sometimes required. Abusive use of *jus variandi* can be just cause for the resignation of the employee.

ii Probationary periods

There is no express probationary period established in the Labour Code. However, according to Article 88(2) of the Labour Code, the employer may dismiss the employee with cause for 'performing the job in a manner that shows his incapacity and inefficiency. This cause ceases to have effect after the employee has provided services for 3 months'. The three months is considered a trial period where the employer has the opportunity to decide if the employee is capable of providing the services in the required manner.

The termination of the labour contract during the first three months is not subject to any severance or indemnity payment.

iii Establishing a presence

Every employer must register at the National Labour Registry of the Ministry of Labour or the competent local labour authority, if the employer is located outside the National District. The employer is assigned a registration number that will be used as a reference for any filed documents or communications (i.e., dismissal letters and admonitions to employees).

Currently, the employer can file various records electronically through the Integrated System for Labour Registration.[13] By acquiring an access code from the Ministry of Labour for 150 pesos for every 25 employees, the company can file all the registries regarding the payroll of permanent personnel,[14] overtime hours records, and changes to the payroll of permanent or temporary personnel, among others.

The employer is also subject to payment of a monthly quota to INFOTEP. This contribution is equivalent to 1 per cent of the total payroll and 0.5 per cent of the annual bonuses paid to the employees, if any.

In addition, every employer must register with the Treasury of Social Security and register its list of personnel. Employers and employees contribute to coverage for labour risk insurance, family health insurance, and old age, disability and survival insurance (pension funds). The three regimes are administered with separate funds and independent accounts. Specifically, the employer contributes to the financing of family health insurance and the old age, disability and survival insurance with 70 per cent of its cost and pays 100 per cent of the labour risk insurance.

12 id., Article 34.

13 http://www.ministeriodetrabajo.gob.do/index.php/servicios/servicio-no-1.

14 This registration must be made each year within the first 15 days of January.

In terms of the amount apportioned on a monthly basis to the social security system, the employee contributes 5.91 per cent of his or her quotable salary. The remainder is directly assumed by the employer and distributed between the different types of insurance, as follows:

Coverage	Proportion
Labour risk insurance	1.3%
Family health insurance	10.13%
Old age, disability and survival	9.97%
Total	21.4%
Employee	5.91%
Employer	15.49%

Family health insurance and the pension funds administrator are provided by private institutions, which employees can choose at will.

Additionally, the employer must file with the General Agency for Internal Revenues the monthly declaration and payment of the withholdings made to employees, since the employer acts as a withholding agent of individual income tax.[15] The income tax rate for individuals is up to 25 per cent of his or her taxable income.

V RESTRICTIVE COVENANTS

The Labour Code does not contain a provision referring to the right of an employer to restrict future activities of employees. However, a non-compete clause included in the employment agreement can be enforceable as long as it is reasonable and expressly indicates the covered business area and time frame.

VI WAGES

i Working time

An employee's daily shift cannot exceed eight hours and the working week cannot be more than 44 hours.[16] In companies with around-the-clock operations, the work period can be extended by an additional hour, but the weekly average may not exceed 50 hours, and any hour worked in excess of 44 hours per week must be compensated as overtime.[17] In the event of the extension of the work period to face an extraordinary increase in work, the number of extra hours cannot exceed 80 hours every three weeks. Article 150 of the Labour Code provides for some exceptions to the work shift duration requirements when (1) employees serve as representatives of the employer; (2) employees serve in management or supervisory positions; and (3) employees are employed by small businesses, usually by family members.

These provisions apply in the same manner for night work. Article 149 of the Labour Code establishes that a daytime workday may run between 7am and 9pm and a nocturnal

15 Tax Code adopted through Law 11-92, as amended (the Tax Code), Article 307.

16 Labour Code, Article 147.

17 id., Article 148.

workday between 9pm and 7am. A mixed workday includes both daytime and nocturnal workdays, if the night work is less than three hours. If the night work exceeds three hours, the entire workday will be deemed nocturnal.

Hours worked during the night shift must be compensated to employees at no less than a 15 per cent increase over the value of normal hours.[18]

ii Overtime

Overtime hours must be compensated depending on the amount of overtime work done by the employee on a given week. If the overtime work is done for less than 68 hours on a week, each extra hour must be paid at a rate of at least 35 per cent more than the normal value of the hour. On the other hand, if overtime exceeds 68 hours, each hour that exceeds this threshold must be paid at a rate of 100 per cent more than the normal value of the hour.[19] According to the Labour Code, overtime work cannot exceed 80 hours every three weeks.

VII FOREIGN WORKERS

The employment agreements of foreign workers have to be formalised in writing and registered with the Ministry of Labour. The Ministry must verify that the employee holds a valid work visa or is a legal resident allowed to work in the Dominican Republic. If the employer retains foreign employees who are not authorised to work in the Dominican Republic, the employer can be subject to a fine and the employee can be deported to his or her country of origin.

The foreign employee will be registered in the Social Security Treasury, and the employer must pay all social security contributions for the employee. If the employee keeps contributing to the social security of his or her home country, then the employer does not need to pay contributions to the local entities regarding the social security, according to Article 5, Paragraph of Law No. 87-01 that creates the Dominican Social Security System.

In regard to the nationality of the workers, the Labour Code establishes that at least 80 per cent of the workers should be Dominican citizens. While there are no restrictions at the management level, the employees should preferably be Dominican.

VIII GLOBAL POLICIES

Employers can adopt internal labour regulations to organise the manner in which the service is provided.[20] Once the regulations have been filed with the Ministry of Labour, they are mandatory for all employees.

The internal regulations may refer to: general conditions of work; the rules under which the work must be done; work schedule, days and place of payment; and disciplinary action.[21] These rules must be displayed in the most visible places of the establishment.[22] If the internal regulations are accessible through the company intranet, the employer must secure evidence that the employee accessed the regulations and has knowledge of its content.

18 id., Article 204.
19 id., Article 203.
20 id., Article 129.
21 id., Article 131.
22 id., Article 133.

The employer can modify or amend the internal labour regulations. However, in any case, the regulations cannot be contrary to the labour laws and provisions of the collective bargaining agreements.[23]

IX TRANSLATION

There is no express provision in the Labour Code regarding the language that should govern communications between employers and employees. However, the official language of the Dominican Republic is Spanish, and any document that is to be filed with the local authorities (e.g., employment agreement in case of foreign employees) must be in Spanish or duly translated by an authorised judicial interpreter. Documents to be filed include offer letters, employment contracts, agreements, compensation plans or bonus agreements and the policies of the enterprise.

There are no criminal penalties for the lack of translation, but it will be practically impossible to comply with the local rules regarding registration of documents if they are not submitted in Spanish to the Labour Department or local authority, or there is a risk that an employee intends to disregard a certain policy or regulation in a foreign language, because of a lack of knowledge of the language, assuming it was not a requirement to apply or get the job.

X EMPLOYEE REPRESENTATION

Freedom to join a union is among the basic rights of an employee. Employers are prohibited from using influence to restrict the right of employees to join a union or firing them for belonging to or remaining in one.

The approval of the employer is not required to form an employees' union. The employees have to comply with the requirements set by law regarding formal documents, capacity and the number of members organising the union, and register before the Ministry of Labour. If the incorporation documents are not in compliance with the law, the Ministry of Labour can reject the registration or return the files for their correction. Once the union is registered with the Ministry of Labour, it has legal capacity as a juridical person.

A union representative's rights cease upon a violation of certain duties or by committing harmful conduct. The term to which he or she is elected depends on the statutes of the union, and his or her privileges are maintained up to eight months after he or she ceases to be a representative of the union. Any other specification as to the frequency of his or her meetings and tasks will be determined by the statute of the union.

XI DATA PROTECTION

i Requirements for registration

Companies are allowed to maintain a data protection service for the control of the quality, goods, and other information regarding the work being done by their employees. In accordance with Article 43 of the Labour Code, a company must always maintain this system of protection while not infringing the dignity of the employee, using these systems with

23 id., Article 134.

discretion and under objective criteria. The implementation of the system, according to the provisions of Article 44 of the Labour Code, must be notified to the Department of Labour within 30 days of the start of the implementation of such system.

The creation of databases of personal data in the Dominican Republic is subject to compliance with the provisions contained in both the Constitution and the Data Protection Law, regarding the conditions for the collection of data and the rights of the data subjects on the information kept on said databases, as well as the handling of the data. However, Article 41 of the Data Protection Law No. 172-13 provides that 'individuals that create files, records or databases of personal data that are not intended for their exclusive personal use should comply with the requirements established by this law'. Hence, if the creation of the database is for the exclusive use of the employer, there is no need to comply with registration requirements established by the law.

Article 27(4) of Data Protection Law No. 172-13 includes as an exception to the requirement of consent of the data subject to access, process and transfer personal data, the information 'arising from a business, employment or contractual, scientific, or professional relationship with the individual, and necessary for the development or performance of the relationship'.

The Supreme Court of Justice acknowledged that employers are entitled to search and revise all emails issued by members of its personnel subject to the fact that the email is sent from a company owned email account (institutional email account) and kept in a company owned or controlled server. The Supreme Court of Justice established that the institutional email account is a tool provided by the employer to the employee for the performance of its labour and, therefore, property of the employer, which entitles the employer to have access to all emails issued regardless of the addressee.[24]

ii Cross-border data transfers

As previously established, if the use and handling of the data is exclusively for private purposes, the provisions of the Data Protection Law No. 172-13 do not apply. In any case, Article 28 of the Data Protection Law provides that the transfer of personal data contained in any file, record or database shall be expressly consented to by at least one of the data subjects whose information is contained therein. However, according to the provisions of Article 27.1 of this law, information from publicly available sources does not require the consent of the data subject for its processing and transferring to third parties.

iii Sensitive data

Maintaining databases of sensitive data is strictly prohibited. This consists of, in general: political opinions; religious; philosophical or moral convictions; union work affiliation; and medical information.

iv Background checks

Background checks are not expressly prohibited under Dominican law if they refer or are limited to publicly available information. Consent of the employee is required to access information from credit bureaus.

24 Supreme Court of Justice, Third Hall, Judgment No. 40 dated 18 December 2013.

XII DISCONTINUING EMPLOYMENT

i Dismissal

Employment may be terminated for dismissal with cause when the employer attributes to the employee one or more of the serious infractions listed in Article 88 of the Labour Code as cause of termination of the contract. It is the employer's right to terminate the employment agreement when the employee has committed a serious or inexcusable fault. The causes listed in Article 88 refer to contractual or legal faults that, because of their nature, make it impossible for the employment agreement to remain in effect.

It suffices that the fault committed by the employee must fall under any of the causes listed in Article 88 of the Labour Code for the termination to occur; it is irrelevant and not required that the employer suffers a damage from the employee's fault, except in the cases expressly provided by the law.

The employer has a 15-day term to proceed with the termination of the employment agreement under any of the causes previously indicated. The term starts to accrue as of the date the event that caused the breach of the contract took place, or as of the date the employer was informed or aware of the event taking place.

The employer has the obligation to communicate in writing to the employee its decision to unilaterally terminate the employment agreement within that term; otherwise the termination could be declared as time-barred. As of that moment, the employer has 48 hours to inform (in writing) the Labour Department of the Ministry of Labour or the local authority acting as such of the termination of the employment with express indication of the fault or faults committed by the employee.

The burden of proof of the just cause for termination lies with the employer. If the employer provides evidence of the legal cause, it is not required to pay any severance to the employee (except for the acquired rights, such as unused vacation time, Christmas bonus and profit share, which are due to the employee regardless of the cause or mode of termination of the employment agreement). However, when the employer fails to demonstrate just cause for unilateral termination, it is obligated to pay severance and compensation of up to six months of ordinary salary.

ii Redundancies

This cause for termination of a contract is not expressly provided in the law. In that sense, employers can terminate the agreement without cause. If there is going to be a mass lay-off, two procedures may be followed:

a if it is not done by mutual agreement, then the procedure for the dismissal without cause applies, and the employer must pay the employee the severance; or

b if it is by mutual agreement, then the lay-offs can be done before a notary public.

Through this second procedure, the Labour Department must be notified after the enactment of the lay-offs and the corresponding employee benefits must be paid to each employee.

In cases of bankruptcy, a company's operation terminating altogether, a lack of resources that impedes the company operating a certain section, unprofitability or another similar cause, the company must obtain an approval from the Ministry of Labour to proceed with the lay-off of employees. In this case, the reduction of personnel must be made in

the following order: (1) unmarried foreign employees; (2) married foreign employees; (3) foreign employees married to Dominicans; (4) foreign employees with Dominican children; (5) unmarried Dominican employees; and (6) married Dominican employees.

XIII TRANSFER OF BUSINESS

A change in ownership of the business or transfer of employees to any other company passes on to the acquirer of the business all the prerogatives and obligations arising from the employment agreements corresponding to the transferring establishment, or related to the transferred worker, including whatever may have been the cause of a suit, a pending sentence or execution of a decision. In any event, it does not terminate the rights acquired by the worker, without prejudice to the provisions of the third and fourth paragraphs of Article 69 of the Code.

The new employer is jointly liable with the substituted employer for the obligations arising from the employment agreements or the law, before the date of the substitution, up to the statutory limit of any corresponding action.

XIV OUTLOOK

Although labour laws tend to protect employees, they are not considered a barrier for investing or establishing a business in the Dominican Republic. The provisions are clear as to the rights that employees are entitled to, as well as the implications for employers in case of non-compliance. Moreover, the Supreme Court of Justice has been consistent in the interpretation of the law, setting criteria commonly followed by the lower courts.

There are new demands from employees and employers regarding labour conditions that are not expressly established under the law. Concepts such as availability and flexibility have evolved, and the international reach of work results in new conditions. This will require the active participation of the labour authorities in the discussion.

Appendix 1

ABOUT THE AUTHORS

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Jiménez Cruz Peña

Rosa (Lisa) Díaz graduated *cum laude* from the Pontifical Catholic University Madre y Maestra (PUCMM) in Santo Domingo in 2000. She has an LLM in business law from the same university. Prior to joining Jiménez Cruz Peña in 2003, Mrs Díaz worked for five years at the local office of an international firm, the last three of which as an associate. She is the partner in charge of the firm's litigation and labour departments. She specialises in labour and employment, alternative dispute resolution, and litigation of civil, commercial, labour and administrative matters. Mrs Díaz also works with industries such as civil aviation, sports and entertainment, banking, free zones, telecommunications, hotels and tourism.

Mrs Díaz regularly counsels on labour matters related to contracting, and termination of high-profile labour relationships; she provides preventive assessment on employment matters and compliance with labour and social security regulation, and has assisted and advised multinational companies operating in the country on large-scale termination of employees, as well as managing and handling disputes with workers' unions. Mrs Díaz has served as local counsel in international arbitration cases under the ICC rules, served as lead counsel in local arbitration cases (institutional and *ad hoc*) and represented foreign clients in claims against local counterparties originating outside the Dominican Republic, especially in the United States.

Mrs Díaz has participated in multiple forums related to her areas of practice as speaker, locally and internationally. She has been recognised in *Chambers Latin America* for 2011 to 2018, as well as by *The Legal 500* in 2012, 2015, 2016 and 2018, and *Who's Who Legal*.

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