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01 Case Law: The Labor Court of Appeal links the obligation to establish a Joint Occupational Health and Safety Committee, or its equivalent, to the protection of fundamental rights recognized by the Constitution and ILO.

Judgment No. 028-2026-SSEN-00356 of the First Chamber of the Labor Court of Appeal of the National District	
Background	On September 3, 2026, the First Chamber of the Labor Court of Appeal of the National District heard an appeal filed by an employer against a judgment that had recognized an employee's resignation as justified and ordered the payment of severance benefits, accrued labor rights and unpaid wages. The dispute focused primarily on whether the employer had breached its occupational health and safety obligations and whether such breaches were sufficient to justify the employee's resignation.
Arguments	The employer argued that it had complied with all legal obligations arising from the employment relationship and that the employee's resignation lacked just cause. It further asserted that the awards granted at first instance for severance benefits, accrued labor rights and unpaid wages should be overturned, and that no profit-sharing payment was owed because the company had incurred losses. For her part, the employee requested that the appeal be dismissed and that the challenged judgment be upheld. She argued that her resignation was justified by various breaches attributable to the employer, including the failure to establish an Occupational Health and Safety Committee.
Decision of the Court of Appeal	The Court dismissed the appeal and upheld the judgment in its entirety. In doing so, it found that the employer had failed to demonstrate compliance with its obligation to establish a Joint Occupational Health and Safety Committee or, where applicable, appoint an Occupational Health and Safety Coordinator, pursuant to Decree No. 522-06, dated October 17, 2006, which established the Occupational Health and Safety Regulations. The Court emphasized that Occupational Health and Safety Committees are essential mechanisms for ensuring compliance with workplace health and safety regulations, preventing occupational risks, and safeguarding workers' physical integrity and lives, the latter being recognized as a fundamental right under the Constitution. In this regard, the Court linked its reasoning to Conventions Nos. 155 and 187 of the International Labour Organization (ILO). In addition, the Court upheld the awards for severance benefits, accrued labor rights and unpaid wages after finding that the employer failed to prove that it had fulfilled or otherwise discharged those obligations. With respect to the employee profit-sharing claim, the Court also noted that the employer failed to provide the tax filings and supporting evidence necessary to substantiate the losses it had alleged.

For further details, please refer to the following link: **Judgment No. 028-2026-SSEN-00356**

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02

Case Law: The Labor Court Examines the Nature of Services Performed in Construction Projects and the Elements Required to Establish an Indefinite-Term Employment Relationship.

Judgment No. 479-2026-SSEN-00139 of the Labor Court of Appeal of the Judicial Department of La Vega	
Background	On September 2, 2026, the Labor Court of Appeal of the Judicial Department of La Vega, acting as a court of remand, heard an appeal filed by two workers against a judgment that had dismissed a claim for justified resignation, labor benefits, acquired rights, social security claims and damages. The dispute focused on whether the parties were bound by an indefinite-term employment relationship or by a service arrangement linked to specific construction projects.
Arguments	The workers argued that they had maintained indefinite-term employment relationships with the company for approximately eleven and fourteen years, respectively. They further alleged that they had decided to resign due to various breaches attributable to the employer. For its part, the company argued that no employment relationship existed between the parties and that the claimants performed floor-polishing services on an occasional basis through a foreman responsible for a work crew, only when specific projects arose.
Decision of the Court of Appeal	The Court upheld the dismissal of the claim after concluding that the evidence presented did not establish the existence of indefinite-term employment contracts between the claimants and the company. In reaching this conclusion, the Court determined that the work performed consisted of specific and identifiable floor-polishing tasks associated with particular projects or construction works, without evidence of a permanent, continuous and uninterrupted provision of services. The Court further observed that, while company-issued identification cards, transportation provided to the worksites and supervision of the work performed constituted indicators of a connection with the company, those elements, when assessed together with the remaining evidence, were insufficient to establish an ongoing employment relationship. The Court also found that the work was coordinated through a crew foreman and that the company had to wait for the foreman's availability before carrying out certain projects, circumstances it considered incompatible with a permanent and exclusive employment relationship.

For further details, please refer to the following link: Judgment No. 479-2026-SSEN-00139

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03 Case Law: The Labor Court Rejects the Evidentiary Value of Recordings Obtained Without Authorization and Reaffirms the Principle of Substance Over Form in Determining the Employee's Actual Salary.

Judgment No. 028-2026-SSEN-00355 rendered by the First Chamber of the Labor Court of Appeal of the National District	
Background	On September 3, 2026, the First Chamber of the Labor Court of Appeal of the National District, acting as a remand court, heard appeals filed by an employee and an employer against a judgment arising from a claim for labor benefits, accrued rights, salary differences and damages following the termination of the employment relationship. The dispute focused on the employee's actual salary, the alleged withholding of part of the employee's remuneration, the validity of audio recordings submitted as evidence, and the effects of a formal offer of payment followed by judicial consignation.
Arguments	The employee argued that, although the employment contract, payments received and contributions reported to the Dominican Social Security Treasury ("TSS", for its acronym in Spanish) reflected a monthly salary of DOP 52,000.00, various budgets, financial reports and internal payroll records showed that the employee's actual salary amounted to DOP 68,000.00. The employee further alleged that the difference was recorded as a "retention for severance payment," giving rise to salary differences and an incomplete salary reporting basis before the TSS. The employee also challenged the sufficiency of the formal offer of payment, arguing that it had been calculated using a lower salary and did not cover all labor credits claimed. In support of these claims, the employee submitted recordings of conversations held with representatives of the employer. For its part, the employer argued that the amount of DOP 68,000.00 reflected in certain internal documents corresponded to budget projections for a specific project and not to an actual salary obligation. The employer also challenged the validity of the recordings, alleging that they had been obtained without the knowledge or authorization of the individuals involved.
Decision of the Court of Appeal	The Court denied evidentiary value to the recordings after finding that there was no evidence that the individuals recorded had knowledge of or consented to the recording of the conversations. In this regard, the Court clarified that the formal admission of the recordings into evidence, their playback during the hearing, and the identification of one of the voices merely demonstrated their incorporation into the proceedings but did not remedy the lack of proof regarding the lawfulness of their acquisition. Nevertheless, after assessing the remaining documentary and testimonial evidence, the Court determined, pursuant to the principle of substance over form, that the employee's actual salary exceeded the amount paid and reported to the TSS. In particular, the Court relied on internal documents reflecting a higher level of remuneration than that officially reported, without the employer providing sufficient evidence to justify the inconsistencies identified in those records. With respect to the formal offer of payment, the Court concluded that, although it did not extinguish all of the obligations established in the proceedings, it was sufficient to cover notice pay and severance pay and, therefore, to bring an end to the penalty provided for under Article 86 of the Labor Code as of the date of the offer.

For further details, please refer to the following link: **Judgment No. 028-2026-SSEN-00355**

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04 Case Law: The Labor Court Examines the Continuity of the Employment Relationship When a Company Loses, Following a Bidding Process, the Service Contract to Which the Employee Was Assigned.

Judgment No. 029-2026-SSEN-000328 of the Second Chamber of the Labor Court of Appeal of the National District	
Background	On September 3, 2026, the Second Chamber of the Labor Court of Appeal of the National District heard an appeal filed by a private security company against a judgment that had declared an employee's resignation justified and ordered the payment of labor benefits, accrued rights, indemnities and unpaid wages. The dispute focused on whether the employee's failure to continue providing services, following the company's loss of the commercial contract associated with the position to which the employee had been assigned, could be considered abandonment sufficient to terminate the employment relationship and, consequently, prevent the subsequent exercise of resignation.
Arguments	The company argued that, following the termination of the service contract associated with the position to which the employee had been assigned, the employee stopped reporting to work and submitted his resignation seventeen days after his last attendance, after the statutory period established by labor legislation had elapsed. It further argued that the employee failed to report to the company's offices to be reassigned and, therefore, was not entitled to labor benefits, indemnities or the wages claimed. The employee, in turn, invoked several breaches attributable to the employer, including the failure to grant the statutory weekly rest period, alleged occupational health and safety violations, vacation entitlements, profit-sharing payments, timely payment of wages, and contributions to the Dominican Social Security System.
Decision of the Court of Appeal	The Court determined that no prolonged absence capable of terminating the employment relationship had occurred, as the interruption of services resulted from the termination of the commercial contract associated with the position to which the employee had been assigned, a circumstance attributable to the employer and not to any refusal by the employee to render services. Consequently, the Court concluded that the employment relationship remained in force at the time the resignation was submitted and that the employee retained the right to resign. In reviewing the grounds invoked, the Court found that the employer failed to demonstrate that it had granted the employee the statutory weekly rest period, an essential obligation whose breach was sufficient to justify the resignation. On this basis, the Court upheld the awards for labor benefits, indemnities and accrued rights. Nevertheless, the Court partially granted the appeal and reversed the award relating to the wages claimed from March 1 to March 14, 2025, having determined that the labor contract terminated on March 1, 2025..

For further details, please refer to the following link: Judgment No. 029-2026-SSEN-000328

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