Gobierno de Colombia

PROCOLOMBIA

EXPORTS TOURISM INVESTMENT COUNTRY BRAND

2026 **Legal Guide**
to doing business in Colombia

Labor and Immigration Law

COLOMBIA CO
THE COUNTRY OF BEAUTY

Posse Herrera Ruiz
Address: Carrera 7 No. 71-52.
Tower A, Of. 504.
City: Bogota, Medellin, Barranquilla.

Phone / Fax / Mobile
+601 3257300

E-mail: phr@phrlegal.com
Website: www.phrlegal.com

This document reflects the valid Colombian legislation at the date of its development and it seeks to provide general and basic information of the Colombian law.

It is not intended to constitute or serve as a substitute or replacement for specific legal advice regarding any particular matter or issue. Such legal advice should be obtained through direct consultation with specialized legal services. For this purpose, we suggest contacting one of the firms listed in the Investor Services Directory available on the ProColombia website.

www.investincolombia.com.co

The Colombian labor regime is characterized by a comprehensive regulatory framework aimed at ensuring minimum conditions of decent work and stability in employment relationships. Labor regulations are, as a rule, mandatory and non-waivable, meaning that the parties may not agree upon conditions less favorable than those established by law.

1. GENERAL FRAMEWORK OF THE LABOR REGIME IN COLOMBIA.

This aspect is particularly relevant for domestic and foreign investors, who must consider that any employment relationship performed in Colombia, regardless of the nationality of the parties, is governed by Colombian labor law.

1.1. Introduction to the Colombian Labor Market

According to information published by the National Administrative Department of Statistics (Departamento Administrativo Nacional de Estadística – DANE), Colombia has an economically significant and diverse population, with relevant employment participation in sectors such as services, commerce, manufacturing, and extractive activities. The main urban areas concentrate the largest proportion of formal employment, facilitating access to skilled and semi-skilled labor for the development of business activities.

The Colombian labor market combines workers with different levels of education — professionals, technicians, and operators — enabling com-

panies to structure hiring schemes aligned with their operational needs. However, DANE has also identified levels of informality in certain sectors and regions of the country, a circumstance that must be considered when designing expansion and human talent management strategies.

Regarding income, the current statutory monthly minimum wage (S.M.L.M.V. for the acronym in Spanish for Salario Mínimo Legal Mensual Vigente) constitutes a fundamental pillar of the labor system. This wage is set annually through a concertation process between the National Government, labor unions, and business associations. If no agreement is reached, the Government is empowered to establish it unilaterally, considering economic and social criteria.

1.2. Individual Dimension: Rights and Obligations of the Worker and the Employer

From the individual perspective, Colombian labor law regulates the relationships arising between the employer and the worker as a result of the personal provision of services, under subordination and in exchange for remuneration.

The legislation recognizes a set of minimum rights in favor of the worker, among which the following stand out: the right to receive remuneration not less than the S.M.L.M.V., access to social benefits, compliance with the maximum legal working hours, paid rest, and enrollment in the Comprehensive Social Security System (Sistema General de Seguridad Social Integral).

For their part, employers have the power to organize, direct, and control work activities, within the limits established by law. Among their main obligations are the timely payment of wages and social benefits, the enrollment of workers in the social security system (health, pension, and occupational risks), and compliance with occupational health and safety regulations.

1.3. Collective Dimension: Unions, Collective Bargaining, and Right of Association

The collective dimension of Colombian labor law regulates the relationships between employers and organized workers, as well as the mechanisms for representation and collective bargaining.

The Political Constitution of Colombia recognizes and protects the right of union association, allowing workers to form unions, join them, or freely withdraw, without the need for prior authorization. Union organizations may exercise functions of representation and defense of the collective interests of workers. Through unions, the right to collective bargaining is exercised, the outcome of which is materialized in collective bargaining agreements (convenciones colectivas de trabajo) that regulate working conditions and which, as a general rule, exceed the statutory minimums. These agreements are binding upon the parties during their validity.

In the absence of union organizations, the legislation permits the execution of collective agreements (pactos colectivos) with non-unionized workers, which also regulate working conditions, provided they are not used as mechanisms to adversely affect freedom of association.

2. MODALITIES OF PERSONNEL ENGAGEMENT

Colombian labor legislation provides various modalities for the engagement of personnel, which allow employers to structure their operations in accordance with the needs of the business, while remaining within the current legal framework. The correct selection of the type of engagement is essential to mitigate labor risks, sanctions, and financial contingencies.

In general terms, engagement modalities may be grouped into two broad categories:

i. *direct employment engagement, through the employment contract; and*
ii. *outsourcing or indirect hiring schemes, which are subject to specific legal limitations.*

2.1. Employment Contract

The employment contract is the primary form of employment engagement in Colombia and is established when the following essential elements concur:

i. *the personal provision of services,*
ii. *subordination or dependence with respect to the employer, and*
iii. *the payment of remuneration as consideration for the work performed.*

The existence of an employment contract does not depend on its designation or the form adopted by the parties, but rather on the actual development of the relationship. Consequently, even when the parties attempt to conceal an employment relationship under another contractual arrangement, the law presumes the existence of an employment contract if its essential elements are established.

The employment contract may be entered into verbally or in writing; however, in the specific cases of fixed-term contracts, contracts for the duration of a specific task or project, or apprenticeship contracts, it must be executed in writing.

2.1.1. Contracts According to Their Duration

Employment contracts may be classified according to their duration, as follows:

CONTRACTS ACCORDING TO THEIR DURATION			
Indefinite Term	**Fixed Term**	**Duration of a Specific Task or Project**	**Occasional, Incidental, or Transitory**
* Indefinite duration. * If an employment contract is verbal, it shall be deemed indefinite, even if nothing has been agreed upon by the parties in this regard.	*Determined duration in time and not exceeding 4 years (including all renewals). * Must be executed in writing. * Types of renewal: (a) Agreed: agreed upon in writing between the parties, without exceeding the total limit of four years, with the obligation that, after the fourth renewal in contracts of less than one year, the term shall not be less than 1 year. (b) Automatic: applies automatically if neither party expresses its intention to terminate the contract with at least 30 days' prior notice, without exceeding the maximum limit of 4 years.	* Duration defined by the time required to complete a specific task or project. * The contracted task or project must be duly described in the contract. * Must be executed in writing.	* Entered into for the performance of tasks other than the normal activities of the company. *Its duration is less than 1 month. No prior notice is required for its termination.

2.1.2. Trial Period

Its purpose is for the employer to assess the employee's aptitudes for the position for which he or she was hired, and for the employee to evaluate the suitability of the working conditions. During this period, which must be agreed upon in writing, either party may terminate the employment contract without prior notice and without payment of statutory severance, stating the reasons for which the probationary period was not satisfactorily completed.

In the case of indefinite-term contracts, the probationary period may not exceed 2 months. In fixed-term contracts, the probationary period may not exceed one-fifth of the agreed term, and in no event may it exceed 2 months.

2.2. Outsourcing and Back Office

In addition to direct employment, the Colombian legal system allows companies to resort to outsourcing and third-party engagement schemes for the development of certain activities. However, these modalities are subject to strict legal limitations, especially when they involve core or permanent activities.

An inadequate structuring of outsourcing schemes may result in the declaration of the existence of direct employment relationships, as well as administrative sanctions by the Ministry of Labor.

2.2.1. Service Agreement (Contrato de Prestación de Servicios)

The service agreement is an arrangement of a civil or commercial nature, used for the engagement of individuals or legal entities that work with technical and administrative autonomy, without employment subordination. Under this type of contract, the contractor assumes the payment of his or her social security contributions.

However, in practice, this arrangement represents one of the main sources of legal risk, given that the presence of subordination, schedules, permanent instructions, or exclusivity may lead to the reclassification of the contract as an employment contract. For this reason, it is recommended that the use of service agreements be limited to specialized, temporary, or clearly independent activities from the main business operation.

2.2.2. Temporary Service Companies (Empresas de Servicios Temporales)

Temporary service companies (EST, for their Spanish acronym) are entities legally authorized to supply workers on assignment to user companies, in the cases expressly permitted by law, such as temporary replacements, transitory increases in production, or the performance of occasional tasks.

Under this scheme, the employment relationship exists between the worker and the temporary service company, while the user company exercises functional supervision. The use of workers on assignment outside the permitted cases or for periods exceeding those authorized may generate joint and several liability for the user company.

From a compliance perspective, engagement through EST constitutes a valid and flexible alternative, provided that the temporal and material limits established by labor regulations are observed.

3. PAYMENTS ARISING FROM THE EMPLOYMENT RELATIONSHIP

3.1. Wages

Wages constitute the direct compensation that the employee receives in exchange for the personal provision of his or her subordinated services in favor of the employer.

(a) Wage Modalities

MODALITY	DESCRIPTION	MINIMUM AMOUNT
Ordinary	An ordinary salary remunerates the regular work. When applicable, regular pay must be supplemented to accommodate for (i) overtime pay or night work; (ii) pay for work on mandatory rest days; (iii) percentage of sales and commissions; (iv) salary-nature bonus such as the ones determined by the employee's individual performance; (v) permanent travel expenses for employee's meals and lodging, and (vi) any payment given as direct compensation of the services provided by the employee in general. The employees that earn one ordinary salary have the right to earn the social payments provided by the law, as explained below.	2026 COP $1.750.905 (approx. USD $432,01)[1].
Integral/ All Inclusive	Compensation that, in addition to remunerating ordinary work, compensates in advance the value of social benefits, surcharges, and all types of claims ordered by law, with the exception of vacation. The comprehensive wage agreement must be in writing to be valid. This modality may only be agreed upon with employees earning a salary greater than 10 S.M.L.M.V. This type of salary is composed of a fixed sum of not less than 10 S.M.L.M.V. plus the employer's benefit factor, which in no event may be less than 30% of said amount.	2026 COP $22.761.765 (approx. USD 5.616,18)

[1] *For the calculation of the amounts in USD, an exchange rate of COP 4,052.89 per USD was used.*

3.2. Non-Statutory Benefits

In Colombia, employers may grant non-statutory benefits or non-mandatory payments as part of their compensation strategy. These benefits are divided according to their nature into salary-based and non-salary-based, depending on whether or not they remunerate the direct provision of services.

On the one hand, payments that remunerate the service constitute wages for all legal purposes. Consequently, they are included in the calculation base for social benefits, vacation, severance payments, social security contributions, and parafiscal charges, regardless of the designation given to them by the parties. This category includes, for example, individual performance bonuses, commissions, among others.

On the other hand, non-salary benefits, as they do not constitute wages, are excluded from the calculation base for social benefits and social security contributions, provided that such exclusion is expressly stated in writing, whether in the employment contract or in a separate document (for example, an addendum or corporate policy).

It is important to pay special attention to the nature and treatment of these payments since, as emphasized, any payment that constitutes direct remuneration for services must be considered wages without exception, so that any agreement to the contrary shall be ineffective. From the investor's perspective, adequate documentary structuring of these benefits is essential to optimize labor costs, ensure regulatory compliance, and mitigate contingencies in labor and social security matters.

3.3. Fringe Benefits

Every employer is obligated to pay the following fringe benefits to employees receiving ordinary wages, regardless of the contract term:

CONCEPT	PAYMENT PERIOD	DESCRIPTION
Severance Aid	**Annual**	Employers must make an annual deposit in a severance aid fund with which the employee is affiliated. The value of severance aid is equivalent to 1 month's salary for each year of services and proportional to the fraction of the year. This appropriation must be made before February 15 of each year in the individual account of the employee, or must the aid be paid to the employee upon termination of the employment contract. A lack of timely provision and deposit in the correspondent unemployment aid fund generates a penalty of one day of salary per each day of delay until effective payment is verified during the term of the employment relationship, or until the date when the employment contract ends, whichever occurs first.
Interest on Severance Aid	**Annual**	Interest on Unemployment Aid is equivalent to 12% per annum on the balance of each year's severance aid owed to the employee as of December 31 of the preceding year, which must be paid no later than January 31 of the next year of the severance aid assessment.
Service Bonus	**Semi-annual**	Equivalent to 15 days of salary for each semester of service or proportionally for fractions thereof, and must be paid no later than June 30 and December 20 of each year.
Work Clothing and Footwear	**Every 4 months**	Consists of a pair of shoes and a set of work clothing (trousers and shirt) appropriate for the task to be performed by the worker. This benefit must be delivered three times per year (no later than April 30, August 31, and December 20 of each year). Employees earning up to the equivalent of 2 times the S.M.L.M.V. – COP 3,501,810 for 2026 (approx. USD $864) – and who have been rendering their services for at least 3 months are entitled to this benefit.

3.4. Transportation / Connectivity Allowance

The employer must pay all workers earning up to the equivalent of 2 times the S.M.L.M.V. (COP 3,501,810 – approx. USD $864) a fixed sum annually established by the National Government to subsidize transportation expenses, provided that the workers reside at a distance greater than 1 kilometer from their workplace. It shall not be recognized if the company provides transportation to the workplace.

The transportation allowance for the year 2026 is the sum of COP $249,095 (approx. USD $61.46). In cases of disability leave, vacation, or other leaves, there is no obligation to pay this allowance. This allowance is included in the base for the calculation of social benefits, by express legal provision.

Similarly, under telework arrangements, the employer must recognize a connectivity allowance, intended to cover the worker's internet and telecommunications expenses. This allowance corresponds to the same amount as the transportation allowance and applies under the same conditions. However, the worker may only receive one of the two allowances, depending on whether his or her work modality is in-person or remote.

3.5. Contributions to the Integral Social Security System

The Social Security System is composed of the pension subsystem (Pensions), the health subsystem (Health), and the occupational risk subsystem (Occupational Risks).

All employers are obligated to enroll their workers in the Integral Social Security System and to make monthly, complete, and timely contributions on their behalf.

The contribution percentages to the Social Security System are described below:

Subsystem	Contributions (% of salary)*	
	Employee	Employer
Pensions	4%	12%
Health	4%	8.5%**
Labor Risks* **	-	Between 0.348% and 8.7%
Pension Solidarity Fund****	Between 1% and 2%	-

**The non-salary benefits or payments shall be exempt from contributions to the Integral Social Security System in a portion that does not exceed 40% of the employee's total remuneration. A portion that exceeds such limits must be included in the base for contributions to the Integral Social Security System (Law 1393 of 2010).*

*** The following employers are exempted from paying the 8.5% of contributions to the health system: 1) Income taxpayers for employees that earn less than 10 S.M.L.MV. 2) physical employers for the employees that earn less than 10 S.M.L.M.V. , 3) Temporary Unions, Consortiums and autonomous patrimonies, which are employers for those employees who earn less than 10 S.M.L.M.V. 4) Free Trade Zones users. This exemption does not apply to employers regarding their employees who earn 10 Monthly Legal Minimum Wages or more or to entities which belong to the Special Tax Regime. It also does not apply to physical employers who hire less than two (2) employees.*

****The percentage of the contributions for Labor Risks varies in accordance with the insured risk. This risk is defined by the kind of activity to be carried out.*

***** The contribution percentage to the Pension Solidarity Fund varies according to the worker's salary. If the worker's monthly salary exceeds the equivalent of 4 S.M.L.M.V. (COP $7,003,620 – approx. USD $1,728), an additional contribution of 1% is required. If the worker's monthly salary equals or exceeds the equivalent of 16 S.M.L.M.V. (COP $28,014,480 – USD $6,912 approx.), an additional contribution shall be made, according to the salary amount, which may range between 0.2% and 1% additional.*

In case the employee receives an all-inclusive salary, contributions to the Integral Social Security System shall be calculated on 70% of his or her salary, and not on the 100% applicable to workers receiving ordinary wages. The maximum contribution base for the General Social Security System shall be 25 S.M.L.M.V. (COP $43,772,625 – USD $10,800 approx.).

Colombia has entered into bilateral social security agreements with Argentina, Chile, Ecuador, Spain, Peru, and Uruguay. Through these treaties, the aim is to ensure that nationals of the contracting countries validate the time contributed to the Pension System of any of the countries (as applicable under the treaty) in order to recognize old-age, disability, or survivor pensions, under the conditions and with the characteristics of the legislation of the country of residence of the worker at the time of requesting the pension.

Additionally, in 2024, a reform to the pension system in Colombia was approved, establishing a comprehensive social protection system for old age, disability, and death, through the recognition of individuals' rights through a pillar-based system, grounded in the principles of universality, solidarity, and efficiency. In any event, this reform is currently under review by the Constitutional Court, and therefore its implementation remains uncertain. The adjustments do not change the monthly payments owed by the employer and worker for contributions to the system.

3.6. Payroll taxes

Employers who have more than one permanent employee are required to make additional payments directly to the Colombian Institute of Family Welfare (ICBF in Spanish), to the National Apprenticeship Service (SENA in Spanish) and to the Family Compensation Funds (CCF in Spanish). The following table shows the payroll percentages to be paid to each of these entities:

ENTITY	% OF PAYROLL	
	< 10 S.M.L.M.V.*	> 10 S.M.L.M.V.
CCF**	4%	4%
SENA	0%	2%
ICBF	0%	3%

** The following are exempt from SENA and ICBF contributions: (1) companies and legal entities and similar entities that are declarant taxpayers of income tax and supplementary taxes, with respect to workers who individually earn less than 10 statutory monthly minimum wages; (2) individual employers, with respect to employees who earn less than 10 statutory monthly minimum wages; (3) consortiums, temporary unions, and autonomous trusts employing workers who individually earn less than 10 statutory monthly minimum wages; (4) Free Trade Zone users. The exemption does not apply to employers of workers earning 10 or more statutory monthly minimum wages, entities classified under the Special Tax Regime, and individuals employing fewer than two workers.*

The CCFs grant employees whose remuneration does not exceed 4 S.M.L.M.V. (COP $7,003,620 – approx. USD $1,728) a family subsidy consisting of a sum of money in in-kind payments and services. Its fundamental purpose is to alleviate the economic burdens associated with supporting the family, as the basic nucleus of society.

3.7. Apprentices

Every employer with more than 20 employees must hire one apprentice for every 20 workers and one additional apprentice for every 10 workers or additional fraction not exceeding 20. Companies with between 15 and 20 workers shall have one apprentice. This engagement is carried out through a special fixed-term employment contract, which entails the comprehensive application of labor rules.

If the employer does not hire the apprentices required by law, it may opt to monetize the quota, which entails paying SENA a monetization fee equivalent to 1.5 S.M.L.M.V. (USD $648 approx.).

4. WORKING HOURS

In Colombia, the regulation of working hours directly impacts the operation, costs, and regulatory compliance of companies. The law provides for different working hour modalities to balance productivity and labor rights.

While there are multiple schemes for the distribution of working time — including ordinary, special, flexible, and exceptional working hours — this document shall address only those that, from a practical and business perspective, are most relevant: the maximum legal working hours and flexible working hours.

4.1. Maximum Legal Working Hours

The ordinary working day is the time during which the worker is rendering services and shall correspond to what is agreed upon by the parties, without exceeding the legal limit. The maximum legal working day is 44 hours and, as of July 16, 2026, shall be 42 hours per week.

By agreement between the parties, the maximum legal working day may be distributed from Monday to Friday for the sole purpose of not working on Saturdays. Working hours during each day must be distributed in at least 2 sections, with a break that is rationally adapted to the nature of the work and the needs of the workers (which is not counted within the working day). The maximum legal working day may be extended by up to 2 hours per day and 12 hours per week. These hours are referred to as overtime or supplementary work.

Night work is performed between 7:00 p.m. and 6:00 a.m. Night work, because of the sole fact of being nocturnal, is remunerated with a surcharge of 35% over the value of daytime work. Workers holding positions of management, trust, and oversight are excluded from the regulation on maximum legal working hours.

4.2. Flexible Working Hours

The parties to the employment contract may agree to organize successive work shifts every day of the week, without exceeding 6 hours per day or 36 hours per week. In this case, no night surcharge or surcharge for work on Sundays or public holidays shall apply, but the worker shall earn the salary corresponding to the ordinary working day.

Likewise, they may agree on a flexible working day of 42 hours per week, distributed over a maximum of 6 days. Under this modality, the number of daily working hours may not be less than 4 or greater than 9, and overtime surcharges shall not apply, provided that the worker does not exceed the maximum legal working day.

4.3. Mandatory Rest Periods

(a) Paid Rest on Sundays and Public Holidays

The employer is obligated to grant paid Sunday rest to all its workers and paid rest on civil and religious public holidays. This remuneration is included within the monthly salary.

If the worker works on Sundays on an occasional basis (up to 2 Sundays during the calendar month), the worker must be paid a surcharge of 80%* on the ordinary wage in proportion to the hours worked, or be granted a compensatory rest day to be enjoyed on another working day of the following week, at the worker's election.

If the worker works on Sundays on a habitual basis (three or more Sundays during the calendar month), the worker must be paid both the 80% surcharge on the ordinary wage in proportion to the hours worked and additionally granted 1 compensatory paid rest day to be enjoyed on another working day of the following week.

Additionally, the parties may agree that any day of the week shall be the mandatory rest day instead of Sunday and, therefore, for all legal purposes, the chosen day shall be considered as if it were Sunday (in the absence of an agreement, Sunday shall be deemed the rest day).

(b) Annual Paid Vacation

All workers are entitled to enjoy 15 business days of paid vacation for each year of service and proportionally for fractions of a year.

Every worker must enjoy at least 6 continuous business days of vacation per year, and the remaining vacation days may only be accumulated for up to 2 periods and, in some cases, for up to 4 years. Vacation may be compensated in cash by mutual agreement of the parties for up to half of the accrued vacation, and the worker must enjoy the other half as time off. Monetary recognition may also be made when the employment contract terminates, and the worker has not taken his or her vacation.

4.4. Surcharges for Night Work, Sunday, Public Holiday, and Supplementary Work

The following table shows the applicable surcharges in the performance of the employment relationship:

Night surcharge	Daytime hour × 35%
Sunday or public holiday work (daytime)	Daytime hour × 180%
Sunday or public holiday work (nighttime)	Daytime hour × 215%
Daytime overtime	Daytime hour × 125%
Nighttime overtime	Daytime hour × 175%
Daytime overtime on Sunday or public holiday	Daytime hour × 205%
Nighttime overtime on Sunday or public holiday	Daytime hour × 255%

** The surcharge for work on Sundays shall increase progressively until reaching 100%, as follows: as of July 1, 2026, it shall be 90%, and as of July 1, 2027, it shall be 100%.*

4.5. Leaves

Type of Leave	Duration	General Description	Key Aspects for the Company
Maternity Leave	**18 weeks** (20 in the case of multiple births). Begins one week prior to delivery.	Applies to pregnant employees and adoptive mothers.	Prohibition of dismissal due to pregnancy or breastfeeding except for just cause authorized by the Ministry of Labor. Companies with capital >1,500 S.M.L.M.V. (USD $648,021 approx.) or >50 female employees are required to have a breastfeeding space. A breastfeeding break of 1 hour per day during the first 6 months must be granted; 30 minutes up to 2 years if continuous breastfeeding is certified.
Paternity Leave	**2 weeks** (possible extension up to a maximum of 5 weeks depending on the structural unemployment rate).	Applies to the spouse, permanent partner, or adoptive father.	Requires Civil Birth Registry (submitted to the EPS within 30 days). Payment shall be subject to the weeks effectively contributed to the Health System.
Shared Parental Leave	**Up to 6 transferable weeks from the mother to the father** (the first 12 weeks are mandatory for the mother).	Allows parents to distribute the last 6 weeks of maternity leave.	May not be fragmented or taken simultaneously, except in the case of certified postpartum medical disability. Requires prior formal approval from the employer.
Flexible Part-Time Parental Leave	Conversion of the leave period into part-time work for double the time chosen.	Allows the exchange of leave time for part-time work.	Mother may access from week 13; father before week 2 of his leave. Compatible with shared parental leave. Requires formal approval.

Type of Leave	Duration	General Description	Key Aspects for the Company
Bereavement Leave	**5 business days.**	Applies upon the death of a spouse, permanent partner, or relatives up to the 2nd degree of consanguinity, 1st degree of affinity, and 2nd degree of civil kinship.	Requires proof of death.
Leave for Care of a Child with Terminal Illness or Serious Accident	**10 business days per year.**	For parents or custodians of a minor with a terminal illness or serious clinical condition resulting from a serious accident.	Requires medical certification indicating the need for accompaniment. There must be an agreement on dates.
Leave for Attendance at Specialist Medical Appointments	Time necessary according to the appointment.	Allows attendance at specialized medical appointments with justification.	Medical certification is required. It is recommended to incorporate an internal validation and registration procedure for absence and payroll control.
Leave for Judicial or Administrative Summons	Time required by the proceeding.	Applies when the worker is summoned by a judicial, administrative, or legal authority.	Requires formal summons.
Leave for School Commitments	Time necessary for the activity.	For attending meetings, evaluations, or mandatory school activities of children or dependents.	The mandatory nature of attendance must be evidenced. The creation of a clear internal policy is advised to prevent abuse.

5. TERMINATION OF THE EMPLOYMENT AGREEMENT

In general terms and except for legal and constitutional exceptions, employment contracts may be terminated at any time, without prior notice. However, the effects of termination vary depending on the type of contract and whether the contract is terminated with or without just cause.

5.1. Termination with Just Cause

Termination with just cause proceeds when the worker engages in any of the conducts expressly provided in Article 62 of the Substantive Labor Code (Código Sustantivo del Trabajo). These include, among others, serious breach of contractual obligations, acts of violence, indiscipline, persistent poor performance, disclosure of trade secrets, or serious offenses against morality or discipline.

For just cause to be valid, it is not sufficient for the conduct to be contemplated in the regulation; it is essential that the employer observe due process. Case law has consolidated the obligation to afford the worker the opportunity to be heard before the decision is made, allowing the worker to exercise his or her right of defense.

From a risk management perspective, it is recommended that companies adequately document breaches, preserve objective evidence, and maintain internal work regulations that clearly define disciplinary offenses and applicable procedures. If the commission of the offense, or its severity, is not proven, the employer may be ordered to pay the statutory severance.

5.2. Termination without Just Cause

The employer may terminate the employment contract without alleging a specific cause. However, this faculty entails the obligation to pay the worker statutory severance, the amount of which depends on the type of contract and the salary earned.

5.2.1. Indemnification

(a) Indemnification for the termination of the employment agreement without just cause .

TYPE OF EMPLOYMENT CONTRACT	INDEMNIFICATION
Fixed Term	The indemnification is equivalent to the salaries which correspond to the remaining period of the contract.
For the Duration of the Work	The indemnification is equivalent to the salaries which correspond to the remaining period of the duration of the work, but in no event less than 15 days of salary.
Indefinite Term	*As a general rule, for employees earning a salary of less than 10 times the S.M.L.M.V (USD $4,320 approx.):* *30 days of salary for the first year of employment plus 20 additional days of salary for each subsequent year and pro rata for fractions of a year;* *For employees that earn a salary equal, or above, 10 S.M.L.M.V (USD $4,320 approx.): 20 days of salary for the first year of their services and 15 days of salary for each following year and proportional to each fraction of a year.*

(b) Severance for Failure to Pay or Incomplete Payment of Wages and Social Benefits upon Termination of the Employment Contract

When, upon termination of the employment contract, the employer fails to pay the worker the amounts owed for wages or additional benefits in the proper amount and at the proper time, the worker shall be entitled to receive as severance for such delay one day of salary for each day of delay in payment for up to the first 24 months or until payment is made, if it occurred within a shorter period. As of the twenty-fifth month, if payment has not been made, default interest shall accrue at the maximum legal rate until payment is verified.

This default severance operates only by judicial ruling and when the employer's bad faith is demonstrated.

(c) Severance for Failure to Deposit or Incomplete Deposit of the Severance Pay Allowance in the Corresponding Fund

With respect to workers receiving ordinary wages, employers who fail to deposit or deposit an incomplete amount of the severance pay allowance in the fund to which they are enrolled shall be penalized with a severance equivalent to one day of salary for each day of delay in the deposit until: (i) full payment is made; or (ii) the employment relationship terminates, whichever occurs first. This severance also does not operate automatically; it may only be obtained through judicial proceedings in which the employer's bad faith is proven.

5.3. Risks and Best Practices

Termination of the employment contract in Colombia represents one of the main sources of labor contingencies, particularly in those cases where the worker enjoys reinforced employment stability. Under constitutional and legal provisions, certain workers may not be dismissed unilaterally and without just cause, such as:

(i) women who are pregnant or during the breastfeeding period; (ii) workers whose spouse, permanent partner, or significant other is pregnant or breastfeeding; (iii) employees with union protection (fuero sindical); (iv) workers who are in a condition of manifest weakness due to their health status (which prevents them from performing their duties); (v) workers who are 3 years or less from meeting the requirements to obtain the right to an old-age pension; (vi) workers who have filed complaints of workplace harassment, under the applicable legal requirements.

Disregard for these guarantees may result in the ineffectiveness of the dismissal, the obligation of reinstatement, payment of wages and benefits not received, as well as additional severance payments and administrative sanctions. In practice, cases related to manifest weakness due to health status constitute the primary source of conflict, given their broad interpretation by constitutional case law.

Recommended best practices to mitigate risks include: (i) pre-termination audits to identify potential protections or conditions of reinforced stability; (ii) rigorous structuring of disciplinary files with documentary support; (iii) occupational medical validation when there are relevant disability leaves or diagnoses; and (iv) adoption of internal termination protocols aligned with labor compliance policies.

From an investment perspective, the implementation of these mechanisms reduces exposure to judicial contingencies, improves financial predictability, and strengthens the labor governance of operations in Colombia.

6. VIRTUAL WORK

Telework, Work from Home, and Remote Work

In Colombia, there are three virtual work modalities — telework, work from home, and remote work —, each subject to specific requirements and conditions that regulate the location, working hours, and labor supervision. These modalities offer benefits such as flexibility, work-life balance, and access to subsidies such as the connectivity allowance, but they also entail risks and limitations, including responsibilities regarding equipment, safety, occupational health, and the need to establish clear policies to ensure regulatory compliance and operational efficiency.

The following is a summary of the modalities:

MODALITY	REQUIREMENTS / CONDITIONS	BENEFITS	RISKS / LIMITATIONS
Telework	• The following modalities may be chosen depending on the degree of in-person presence required and the needs of the Company: *1. Autonomous.* *2. Mobile.* *3. Hybrid.* *4. Temporary.* • Voluntary agreement between employer and worker. • Use of technology to render services without permanent physical presence at a specific location. • Depending on the modality, the worker chooses his or her workplace (home or other). • Requires notification to the Ministry of Labor and the Occupational Risk Administrator (ARL). • Requires adoption of an internal policy.	● Geographic flexibility. ● Possible infrastructure savings for the company. ● Facilitates labor inclusion (persons with reduced mobility, etc.).	● May require greater discipline and remote management. ● Risk of disconnection or difficulty in operational supervision. ● Responsibility for health, occupational risks, and ergonomics is maintained.

MODALITY	REQUIREMENTS / CONDITIONS	BENEFITS	RISKS / LIMITATIONS
Transnational Telework	• The contract is entered into in Colombia, but the worker performs his or her duties from another country. • The employer must ensure occupational risk and health coverage in the country of residence and ensure contributions to the Colombian system.	● Allows hiring talent with global mobility. ● Beneficial for roles where physical presence is not required.	● Complexity in international social security compliance. ● Additional costs in insurance and immigration compliance.
Remote Work	• Agreement between the parties for 100% remote performance through technology. • Does not require physical presence or a fixed location. • Approval from the ARL and compliance with technical conditions.	● Allows full performance of tasks without an office. ● Useful for technology or digital profiles.	● The employer must provide technological tools and adequate conditions. ● May hinder control of working hours and goal compliance.
Work from Home	• Authorized for sporadic and exceptional situations that prevent attendance at the usual workplace.	● Rapid response to contingencies (such as pandemics). ● Preserves temporary labor continuity.	● Not a permanent structural modality. ● Its application depends on specific declared circumstances.

7. HIRING OF PEOPLE WITH DISABILITIES

Starting in June 2026, companies with up to 500 employees must hire or maintain, as applicable, at least 2 employees with disabilities for every 100 employees. From 501 employees onward, they must hire or maintain, as applicable, at least one additional employee with disabilities for each group of 100 employees. For reference, the proportions are understood as follows:

Company Workforce Range	Minimum number of employees with disabilities
0- 99 workers	0
100 - 199 workers	2
200 - 299 workers	4
300 – 399 workers	6
400 – 499 workers	8
500 – 599 workers	10
600 - 699 workers	11

8. COLLECTIVE LAW

Collective labor law regulates relationships between employers and employees' organizations during collective bargaining. It also regulates the defense of employers' and employees' common interests, during collective labor dispute.

8.1. Right of Union Association

Employees are entitled to unionize as part of their enjoyment of labor rights. This constitutional right aims to protect the creation and development of unions, as well as to guarantee enjoyment on the part of the employees to defend their labor and union interests.

8.2. Trade Unions

Unions are employees' organizations legally constituted with the purpose of obtaining and improving defense of individual and collective interests as well as consolidating common rights vis-à-vis their employers. All trade unions need at least 25 members to be incorporated or to survive. Trade unions are classified as a company, as industry or as miscellaneous:

Labor unions are classified as enterprise unions, industry unions, trade unions, or miscellaneous trade unions:

- ***Company union:*** *Constituted by employees of various professions who render services to the same company.*
- ***Industry union or union by economic activity:*** *Constituted by individuals who render services to different companies of the same trade or economic activity.*
- ***Trade union:*** *Constituted by individuals who belong to the same trade.*
- ***Miscellaneous activities union:*** *made up by employees of different professions.*

8.3. Collective Bargaining Agreements and Collective Work Agreements

A Collective Bargaining Agreement is entered into by one or several employers and one or several unions to set the conditions that shall govern the employment agreements during their validity.

The Collective Work Agreement regulates the conditions that will govern the employment agreements of nonunion employees.

8.4. Strike

A strike is the temporary collective and peaceful work stoppage of the employees of a company. It is only legitimate and possible within the process of collective bargaining as an option for employees who work for an employer in the private sector that does not carry out activities which are considered an essential public service under the law.

MIGRATION REGIME

The Colombian migration regime is based on a policy aimed at promoting the entry of foreigners who contribute to the country's comprehensive development. In this regard, Colombia recognizes the foreign investor as a strategic actor and encourages the arrival of individuals who drive job creation and national progress.

It is relevant for investors to understand the obligations, requirements, and conditions established by the current migration regulations:

1. Official entities in charge of migration affairs:

- ***Ministry of Foreign Affairs and consular offices of the Republic of Colombia abroad:*** *This entity is responsible for formulating, planning, coordinating, executing, and evaluating Colombia's foreign policy, as well as directing its international relations and managing the country's foreign service.*

- ***Unidad Administrativa Especial Migración Colombia:*** *This body is attached to the Ministry of Foreign Affairs and is responsible for exercising the functions of surveillance and migration control on behalf of the Colombian State. The processes that can be carried out before Migración Colombia and their costs can be consulted in the following chart.*

2. Immigration Matters:

The following table outlines the matters pertaining to immigration in Colombia:

IMMIGRATION MATTERS

Unrestricted nationalities

These are those that allow the entry of foreign citizens, who may enter and remain in Colombia exempt from visa requirements for short-stay activities.

Albania, Germany, Andorra, Antigua and Barbuda, Argentina, Australia, Austria, Azerbaijan, Bahamas, Barbados, Belgium, Belize, Bolivia, Bosnia and Herzegovina, Brazil, Brunei Darussalam, Bulgaria, Bhutan, Canada, Czech Republic, Chile, Cyprus, Republic of Korea, Costa Rica, Croatia, Denmark, Dominica, Ecuador, El Salvador, United Arab Emirates, Slovakia, Slovenia, Spain, United States of America, Estonia, Fiji, Philippines, Finland, France, Georgia, Grenada, Greece, Guatemala, Guyana, Honduras, Hungary, Indonesia, Ireland, Iceland, Marshall Islands, Solomon Islands, Italy, Jamaica, Japan, Kazakhstan, Latvia, Liechtenstein, Lithuania, Luxembourg, North Macedonia, Malta, Morocco, Mexico, Micronesia, Moldova, Monaco, Montenegro, Norway, New Zealand, Netherlands, Oman, Palau, Panama, Papua New Guinea, Paraguay, Peru, Poland, Portugal, Qatar, United Kingdom of Great Britain and Northern Ireland, Dominican Republic, Romania, Russian Federation, Saint Kitts and Nevis, Samoa, San Marino, Saint Lucia, Holy See, Saint Vincent and the Grenadines, Serbia, Singapore, Sweden, Switzerland, Suriname, Trinidad and Tobago, Turkey, Ukraine, Uruguay, Venezuela.

Restricted nationalities

These are those for which the Colombian State necessarily requires a visa to enter, remain, and even to carry out airport transit within Colombian territory.

Exception:

There are some restricted nationalities that present a conditional exception, insofar as foreigners may be authorized to enter without a visa and remain temporarily in Colombian territory, provided that:

- *The foreign national holds a valid residence permit in a Member State of the Schengen Area or in the United States.*
- *They hold a Schengen visa or a visa of the United States of America with a minimum validity of 180 days at the time of entry into Colombia.*

Cambodia, India, Nicaragua, Myanmar, People’s Republic of China, Thailand, Taiwan, and Vietnam.

The costs corresponding to the procedures before the Unidad Administrativa Especial Migración Colombia for the year 2026 are as follows:

Procedure	Value	
	USD (approx.)	COP
Foreigner ID card (Cédula de extranjería)	$72.54	$294,000
Duplicate of the Foreigner ID card	$72.29	$293,000
Entry and Stay Permit – PIP (PT, PID, POA)	Free	Free
Extension of stay	$37.01	$150,000
Safe-conduct for stay or departure	$21.71	$88,000
Certificate of migratory movements	$21.96	$89,000
Automatic migration	$103.88	$421,000
Entry for Nicaraguan nationals	$9.03	$36,597
Entry for Canadian nationals	$66.62	$270,000
Duplicate of the Temporary Protection Permit – PPT	$4.93	$20,000

**The above amounts are adjusted in accordance with Resolution 0599 of 2026.
Please note that these values are generally updated every year.*

3. Entry and Stay Permits:

Every foreigner entering Colombia must present themselves before the migration authority with their passport or travel document[2], along with the corresponding Colombian visa, in cases where it is required.

In cases where a visa is not required to enter Colombia, the migration authority may grant entry and stay permits to foreign visitors who do not intend to settle within the national territory.

Entry and stay permits are classified according to the provisions established in Resolution 3167 of 2019 and they will have special characteristics, which can be found in the table below:

Tourism Permit (PT)	Granted for up to 90 calendar days, extendable for an additional 90 days.	For activities related to leisure, recreation, culture, events, health, conventions, or business.
Integration and Development Permit (PID)	Granted for up to 90 calendar days, except in cases of special urgency where the permit will only be issued for 15 calendar days.	For short-stay activities such as i). execution of cooperation agreements; ii). Carrying out personal matters, including participating in interviews and/or selection processes; iii). Being a person of importance to the government; iv). Attending as a student in non-formal academic programs; v). Participation as a lecturer, teacher, or researcher; vi). Journalistic work; vii). Attending urgent cases such as natural disasters, among others; and viii). Representing a State in an official commission or service.
Permit to Carry Out Other Activities (POA)	Granted for a period between 10 and up to 30 calendar days	For short-stay activities not included under the Integration and Development Permit, such as technical assistance activities, concerts, events, and/or artistic activities.

[2] Nationals of the Andean Community of Nations (CAN) and the Mercosur Agreement may also be allowed to use their valid national identity documents for entry into Colombia.

* *Cancellation of Permits*

The Unidad Administrativa Especial Migración Colombia may cancel the entry and stay permit, in any of its modalities (PT, PID, and POA), at any time. A written record of the cancellation shall be made, and no appeal may be lodged against it.

Likewise, permits shall be cancelled in cases of deportation, expulsion, or when evidence exists of fraudulent or deceitful acts by the applicant intended to evade compliance with legal requirements, thereby inducing error in the granting of the permit. The competent authorities shall be informed of such acts. Once the cancellation of the permit has been notified, the foreign national must leave the country within 5 calendar days. Failure to do so may result in deportation.

4. Visas:

A visa is the authorization granted by the Ministry of Foreign Affairs to a foreign national to enter and remain in Colombia. Each visa category is granted depending on the nature of the visit and whether or not there is an intention to settle in the country.

We hereby list below some of the visa categories frequently requested and their respective government fees.

Type V Visas – Visitor		
Category	**Visa Application Study Fee.**	**Visa Issuance Fee**
Business	USD $54	USD $252
Digital Nomad	USD $54	USD $177
Technical Assistance	USD $54	USD $177
Service Provider under a Work or Task Contract	USD $54	USD $177

Type M Visas - Migrant		
Category	**Visa Application Study Fee**	**Visa Issuance Fee**
Spouse of a Colombian national	USD $54	USD$ 270
Parent or child of a Colombian national by birth and/or adoption	USD $54	USD$ 270
Mercosur Migrant	USD $54	USD$ 270
Andean Migrant	USD $54	USD$ 270
Worker	USD $54	USD$ 270
Partner/Owner	USD $54	USD$ 270
Pensioner	USD $54	USD$ 270
Investor	USD $54	USD$ 270

Type R Visas - Resident		
Category	**Visa Application Study Fee**	**Visa Issuance Fee**
Based on accumulated time of stay in Colombia	USD $54	USD $400
Resident Visa Transfer.[3]	USD $54	USD $54

Currently, there are 3 categories of visas, namely:

- *Visitor Visa (Type V)*
- *Migrant Visa (Type M)*
- *Resident Visa (Type R)*

Its application and processing are generally carried out virtually, through the Ministry of Foreign Affairs website. The review and approval are handled by the Visa and Immigration Coordination Office located in Bogotá, or by more than 130 Colombian consulates abroad.

The visa application may be submitted directly by the interested foreign national or through a legal representative.

It is important to highlight that, in accordance with Article 13 of Resolution 5477 of 2022, the authorities have up to 30 calendar days, once the application has been filed, to issue, make observations, or deny the granting of a visa.

[3] Please note that if the resident visa was granted before October 21, 2022, the holder has until October 31, 2026, to carry out the transfer to a Permanent Resident Visa, in accordance with the provisions of Resolution 9316 of 2024.

5. Beneficiaries:

Family members and economic dependents of the principal holder of a Type M or R visa, or of the principal holder of a Type V visa only when granted for specific activities[4], may be eligible to hold a visa as beneficiaries.

Family members of the principal visa holder are understood to include their spouse, permanent partner, and children under 25 years of age. If a child over 25 years has a disability and is unable to support themselves, they may apply for a visa as a beneficiary.

The validity of a visa granted to a beneficiary may not exceed that of the principal holder's visa and will expire at the same time, without the need for an express ruling by the competent authority.

If the beneficiary ceases to be economically dependent on the principal holder, loses their status as spouse or permanent partner, or changes their activity, they must apply for the corresponding visa as a principal holder, subject to compliance with the requirements established for that purpose. When the principal visa holder acquires Colombian nationality by naturalization or passes away, their beneficiary may apply for the corresponding visa within the national territory.

In all cases, the occupation of the beneficiary shall correspond to household or student activities since this visa category does not allow employment.

6. General Requirements for All Types of Visas:

To apply for a visa, the foreign national must submit the documents required according to the category they wish to apply for. When necessary, these documents must be translated into Spanish by an official translator authorized by the Ministry of Foreign Affairs of Colombia. Public documents must be apostilled or legalized by the Colombian Consulate or by the competent authority of the issuing country. Any document submitted for a visa application must not be older than 3 months.

In all cases, the following documents must be submitted or complied with:

1. *Online visa application form.*
2. *Copy of a valid passport in good condition, with a validity of no more than 6 months.*
3. *Recently, front-facing, colour photograph, with a white background, not exceeding 300 kb in size.*
4. *Copy of the most recent Colombian visa, if applicable.*
5. *Copy of the most recent entry or exit stamp from Colombia.*

The migration authority may, in any case, request a certificate of judicial or criminal records from the place where the applicant has resided during the last three years.

[4] *Postgraduate Student, Religious Worker, Volunteer or Aid Worker, Digital Nomads, Permanent Correspondent, Free Trade Agreement Entrepreneurs, Accredited Officials, Temporary Service Providers, Internationalization Promotion, Rentier, Courtesy for Visiting Diplomats, Courtesy as a Complementary Measure to Refugees.*

7. *Specific Requirements According to the Type of Visa:*

Depending on the type of visa being requested, the foreign national must comply with certain particular requirements. To learn about the specific requirements for each visa, it is recommended to consult the nearest Consulate. The following figure provides a general list of the requirements for the most common visa categories to be applied for.

Type V Visa ***Business***	• *Motivated document specifying the activities to be carried out in Colombia and certifying the financial solvency of the person responsible for the applicant's stay and departure from the country.* • *Certificate of existence and legal representation of the Colombian company.* • *Bank statements of the company from the last three to six months, showing a minimum average of 100 SMMLV (Statutory Monthly Minimum Legal Wages).*
Type V Visa ***Service Provider (Work – Task Contract)***	• *Supporting document specifying the activities to be carried out in Colombia and certifying the financial solvency of the person responsible for the applicant's stay and departure from the country.* • *Company bank statements from the last three to six months, showing a minimum average of 100 SMMLV (Statutory Monthly Minimum Legal Wages).* • *Summary format or original contract, signed by the foreign applicant.* • *Copy of apostilled professional degree or employment certificates supporting the applicant's suitability. In the event that the profession is regulated in Colombia, the corresponding professional license or permit must be provided.* • *Health insurance with coverage in Colombia during the applicant's stay.*

Type V Visa ***Digital Nomad***	• *Be the holder of a passport issued by a country exempt from short-stay visa requirements.* • *Motivational letter specifying the activities to be carried out in Colombia and the remuneration to be received by the applicant.* • *For entrepreneurs: motivational letter explaining the entrepreneurial project and the resources available.* • *Applicant's bank statements from the last three months, demonstrating minimum income of 3 SMMLV (Statutory Monthly Minimum Legal Wages).* • *Health insurance policy with coverage in Colombian territory during the applicant's stay.*
Type M Visa ***Worker***	• *Summary format or original contract, signed by the foreign applicant, specifying the contracted position. Motivational letter from the employer stating the applicant's suitability, the functions to be performed, and the reasons why a Colombian national is not being hired.* • *Certificate of existence and legal representation of the Colombian company.* • *Company bank statements from the last 4 months, showing a minimum average of 100 SMMLV.* • *Apostilled professional degree or employment certificates demonstrating experience; and in the case of regulated professions, the corresponding license or permit issued by the relevant professional council.*
Type M Visa ***Partner or Owner***	• *Supporting document specifying the corporate name, registered address, and Tax Identification Number (NIT) of the incorporated commercial company or the company in which the investment is made. Proof of incorporation, participation, or acquisition in the paid-in capital of a commercial company, or registration of foreign investment, for an amount not less than 100 SMMLV (Statutory Monthly Legal Minimum Wages).* • *Submission of the company's bank statements from the last three months, income tax return, social security contributions, lease contract and/or receipts of industry and commerce tax payments.* • *Shareholding composition certificate, accrediting solvency and the amount of the investment.*

Type M Visa ***Investor***	• *Communication issued by the Bank of the Republic certifying the registration of direct foreign investment in the name of the visa applicant, for an amount exceeding 650 SMMLV (Statutory Monthly Legal Minimum Wages).* • *In the case of real estate investment: certificate of title and freedom of the property in the name of the foreign applicant, with a minimum value of 350 SMMLV, and communication issued by the Bank of the Republic certifying the registration of the investment.* • *Health insurance policy with coverage in Colombian territory.* • *Documents proving sufficient economic capacity to remain in the country.*
Type R Visa ***Resident by Accumulated Time of Stay***	• *Supporting document explaining the source of income for self-sustenance and describing the circumstances that maintain the conditions under which the visa was issued.* • *Copy of the foreigner identification card (cédula de extranjería).* • *Documents proving sufficient economic capacity to remain in the country.* • *Copy of temporary visas demonstrating uninterrupted years of continuity in the territory.* • *Certificate of Migratory Movements issued by the Special Administrative Unit – Migración Colombia.* • *When applying for a resident visa after previously holding a spouse or permanent partner visa, a letter from the spouse must be provided stating that the bond and cohabitation persist.*

8. Visa Expiration:

Once the validity of the visa has ended, either ordinarily or prematurely, the foreign national will have 30 calendar days to leave the national territory or to apply for a new visa.

During this period, the foreign national is in regular migratory status.

It is important to emphasize that Colombia does not have a visa renewal mechanism; therefore, once a visa expires, it is necessary to apply for a new document.

9. Early Termination of the Visa:

Early termination of a visa occurs when its validity ends before the initially granted expiration date. Early termination may occur at:

- *The request of the applicant or of the natural or legal person who requested the issuance of the visa for the foreign national.*
- *Automatically upon the issuance of a new visa;*
- *When the circumstances under which it was granted change.*
- *By discretionary authority of the Visa and Immigration Office, in which case the substantive reasons will be recorded in the electronic file, subject to confidentiality.*

10. Visa Cancellation:

The Ministry of Foreign Affairs or the Unidad Administrativa Especial Migración Colombia may cancel a visa at any time, leaving a written record through an official act. This decision is taken under discretionary authority and is not subject to appeal. Once the cancellation of the visa has been notified, the foreign national must leave the country within the following 30 calendar days; failure to do so may result in deportation. A foreign national whose visa has been cancelled may only submit a new application in accordance with the resolution established by the Ministry of Foreign Affairs.

11. Registration and Migration Control:

Once a foreign national's visa has been issued, the visa registration process and application for a foreigner's ID card (cédula de extranjería)[5] must be completed within 15 calendar days following the granting of the visa or the foreign national's entry into Colombia with the granted visa. This procedure must be carried out each time the foreign national obtains a new visa.

According to Resolución 5477 de 2022, the foreigner's ID card is the "Identification Document issued by Special Administrative Unit Migration Colombia, granted to foreign nationals or beneficiaries holding a visa valid for more than 3 months.

12. Irregular Stay:

Irregular stay occurs when a foreign national remains in Colombia without any type of visa or permit authorizing them to do so. This situation may

[5] Article 2 of Resolution 9316 of 2024 amends Article 118 of Resolution 5477 of 2022 and establishes exceptions to the registration of foreign nationals and the processing of the foreigner ID card with respect to holders of Visitor (V) visas for Tourism, Business, Crew Member, and Events, as well as holders of Visitor (V) Courtesy visas for Visiting Diplomats and International Agreements. Regardless of the validity of the visa granted, holders of the aforementioned visa categories will be exempt from registration in the Foreigners Registry of the Unidad Administrativa Especial Migración Colombia and from the processing of the foreigner ID card.

arise due to the expiration of the visa's validity or the expiration of the permit that authorized the foreign national to remain in the country.

13. *Administrative Sanctioning Procedures:*

Migración Colombia has the authority to initiate an administrative sanctioning procedure against those who commit any of the infractions established in Article 15 of Resolution 2357 of 2020, in accordance with Chapter 13 of Decree 1067 of 2015. Sanctions may include:

- *Economic fines (ranging between 26.31UVT (approx. USD $340) and 2,631.30 UVT (approx. USD $34,003)).*
- *Deportation and/or*
- *Expulsion from Colombian territory.*

14. *Temporary Protection Statute for Venezuelan Migrants:*

This is a complementary mechanism to the international refugee protection regime, aimed at allowing Venezuelan migrants who adopt the measure to have regular stay in Colombia.

Venezuelan citizens may validly remain in the country with a Temporary Protection Permit (PPT), which grants them an open work permit in Colombia for up to 10 years.

15. *Validation of Degrees and Professional Activity:*

In Colombia, certain professions require special regulation by the State to ensure quality and safety in the provision of essential services.

Therefore, the State has established the obligation for foreign nationals holding a degree in any regulated profession to obtain temporary licenses to practice such professions in Colombia.

However, some professions such as medicine or law, due to their level of specialization, do not allow temporary licenses. In such cases, the foreign national must request in advance the validation of their professional degree before the Ministry of National Education of Colombia and subsequently apply for indefinite professional registration or license.

16. *Reports to the SIRE Platform of Migration Colombia:*

Natural or legal persons who engage, hire, employ, or admit a foreign national under any modality that generates a benefit are required to report it to Migración Colombia through Sistema de Información para el Reporte de Extranjeros (SIRE), within the deadlines established by law.

When a foreign national enters Colombia with a Tourism Permit or holds a visa that allows them to work in Colombia, such registration must be completed within 15 calendar days following the start or termination of the activity.

17. *Reports to the RUTEC Platform of the Labor Ministry:*

All public and private companies that engage or hire foreign nationals (employment contracts or independent contractors) within the national territory are also required to report it in the Registro Único de Extranjeros en Colombia (RUTEC) within no more than 120 calendar days following the signing of the contract or the engagement of the foreign national. Likewise, employers and contractors must update the registration in RUTEC in the following cases, within 30 calendar days of their occurrence:

- *Termination of the engagement or contract of the foreign worker.*
- *Any event that modifies the economic activity.*
- *Permanent change of residence of the foreign worker or contractor.*

Regulatory Framework

Regulation	Subject Matter
Article 37, Substantive Labor Code (CST)	Verbal contract
Article 39, CST	Written contract
Article 46, CST; Article 1, Decree 1127 of 1991	Fixed-term contract
Article 45, CST	Contract for a specific task or project
Article 47, CST	Indefinite-term contract
Article 6, CST	Incidental or transitory contract
Articles 76–80, CST	Probationary period
Article 127, CST	Wages
Article 128, CST	Payments not constituting salary
Article 249, CST	Unemployment aid
Article 1, Law 52 of 1975	Interest on unemployment aid
Articles 306–308, CST	Service bonus
Article 2, Law 15 of 1959; Article 4, Decree 1258 of 1959	Transportation allowance
Articles 230–235, CST	Worker uniform and footwear
Law 21 of 1982; Law 100 of 1993; Law 797 of 2003; Law 1393 of 2010; Law 1438 of 2011; Law 1607 of 2012; Law 1819 of 2016	Contributions to the Social Security System and Payroll Taxes
Articles 172–178, CST	Paid rest periods
Article 186, CST	Annual paid vacation
Articles 32–42, Law 789 of 2002	Apprentices
Article 236, CST; Law 1822 of 2017; Law 1823 of 2017	Maternity leave
Article 236, CST; Law 2114 of 2021	Paternity leave
Paragraph 10, Article 57, CST, added by Law 1280 of 2009	Bereavement leave

Regulation	Subject Matter
Law 2174 of 2021	Leave for care of children with terminal illness or serious clinical condition resulting from a serious accident
Article 104, CST	Internal work regulations
Articles 249, 250, CST	Hygiene and industrial safety regulations
Articles 61–66, CST	Termination of employment contract – indemnifications
Law 1010 of 2006; Resolution 3461 of 2025	Workplace harassment prevention mechanisms
Law 1562 of 2012; Decree 1072 of 2015	Occupational Health and Safety Management System
Article 39, Political Constitution; Articles 353, 354, CST	Right of union association
Article 356, CST	Classification of labor unions
Article 432 et seq., CST; Article 467 et seq., CST; Law 1453 of 2011	Collective bargaining and collective agreements
Article 444 et seq., CST	Right to strike
Article 34, CST	Independent contractors
Articles 71–94, Law 50 of 1990; Decree 4369 of 2006; Article 34, CST	Temporary service companies
Law 79 of 1988; Decree 4588 of 2006; Law 1233 of 2008; Law 1429 of 2010; Decree 2025 of 2011	Associated work cooperatives
Decree 583 of 2016	Inspection, surveillance, and control over labor outsourcing
Resolution 312 of 2019	Implementation of the Occupational Health and Safety Management System (SG-SST)
Law 1955 of 2019; Decree 1174 of 2020	Social protection floor
Law 1221 of 2008; Decree 884 of 2012; Decree 1227 of 2022	Telework
Law 2088 of 2021; Decree 649 of 2022	Work from Home
Law 2121 of 2021; Decree 555 of 2022	Remote Work
Law 2191 of 2022	Digital Disconnection
Law 2365 of 2024	Measures for the prevention of sexual harassment
Law 2381 of 2024	Comprehensive social protection system for old age, disability, and death of common origin.
Resolution 1843 of 2025	Regulation of occupational medical evaluations
Law 2466 of 2025	Partial modification of labor regulations and adoption of a labor reform for decent and dignified work in Colombia


COLOMBIA CO
THE COUNTRY OF BEAUTY