



The Law Firm **Network**
FAR - REACHING LEGAL SOLUTIONS

GLOBAL EMPLOYMENT LAW FACT SHEETS



September 2018

Legal note

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Published by:
The Law Firm Network
www.LFNglobal.com

Design & Layout by:
MWI Design
design.mwipublishing.com

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Preface

Editor's Note

One of the characteristic features of employment law and related legal areas (in particular social security law and tax law) is its wide impact - national employment regulation concerns almost everyone – corporations, administrative bodies, non-profit organizations, and last but not least, individuals. However, with the exception of coordination of social security systems and double taxation avoidance agreements, employment law is traditionally subject to national regulation without any significant international interplay. The European Union is no exception.

However, in today's cosmopolitan world, borders are becoming more fluid as a growing number of people migrate for work to neighbouring and more distant countries where they encounter very different approaches to employment law. Similarly, investors extend their activities beyond the „safe“ territories of their headquarters and established offices, and venture more and more often too far away countries offering new business opportunities. The opportunity to get basic information on employment legislation in individual countries in one publication and to be able to easily and quickly compare different jurisdictions is therefore nowadays very convenient.

That is the purpose of this unique publication comprising information on employment regulation in 35 countries across the globe, which has been created thanks to the joint efforts and close cooperation of the members of The Law Firm Network and their partner law firms. The systematic structuring of texts will give the reader a comprehensive idea of employment regulation, human resource costing and national specifics in different jurisdictions. I strongly believe that this collection will serve its purpose well and will become a useful tool in the hands of employment lawyers.

As the editor, I would hereby like to thank to all the contributors without whom this publication would never have been possible. The joint efforts of all the individual members to provide their contributions for this collection are a great example that even though The Law Firm Network is a group of independent law firms, the global ties between its members are strong and The Law Firm Network may readily compete with international companies doing business under one brand. Thank you!

Alice Mlýnková
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Executive Director's Note

As the Executive Director of The Law Firm Network (LFN), I am a "networker" by nature. So, I am always delighted to see if I can be of assistance to anyone anywhere. While I no longer practice corporate law, I believe I am attuned to the needs of commerce internationally.

With this in mind, please feel free to avail of my help or assistance in seeking out the answers you are looking for or who to contact for independent legal or other professional services anywhere - either from LFN's Member Countries or elsewhere.

LFN is a rapidly growing global network of mid-sized corporate law firms, basically one per country, admitted to LFN usually on Word of Mouth recommendation preferably by satisfied clients of existing Members. LFN has doubled in number to about 60 countries since the 2008 global financial crash and I have good contacts in over 140 countries.

I hope this Guide is of help.

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Employment contract

- Written or oral.
-

Probation period

- Up to 3 months.
 - During probation period both parties may terminate the employment with a 15 days period notice and without stating a reason.
-

Fixed-term employment

- Contracts are considered to be for an indeterminate period of term. Pursuant to Argentine law fixed term contracts are possible if some requirements are complied with.
-

Remuneration

- Payable monthly/weekly/fortnightly/daily.
 - In cash, check or deposit in the employee's saving account.
 - Remuneration increase allowed. Remuneration decrease may result in the employee considering himself constructively dismissed.
-

Scheduling

- Standard: 48 hours per week for one-shift operations
 - Rest between working days should be 12 hours as a minimum.
 - Mandatory 1 hour food and rest break.
 - Overtime: daily limit 3 hours, weekly limit 30 hours, annual limit 200 hours.
 - Employer must keep records of each individual employee's working hours.
 - Various forms of flexible scheduling for working hours available.
 - Change of scheduling conditions may result in the employee considering himself constructively dismissed.
-

Salary surcharges

- Overtime work – surcharge of at least 50% in working days.
 - Work on public holidays – compensatory paid time-off; surcharge of at least 100% of average earnings.
 - Night shift - each hour: 52'. Excess of 52' is charged 50% for working days, 100% on holidays.
 - Weekend work – surcharge of 100% of average earnings.
-

Minimum Salary

- 9,500 ARG (approx. 365 EUR)
-

Statutory levies

	Employer's cost	Employee's cost
Retirement	16%	11%
Law 19,032	2%	3%
Social Services	5%	3%
Family Payments	7.50%	
National Labor Funds	1.50%	
Life Insurances	0.03%	
Labor risk insurances	1.93%	

Annual leave

- Up to 5 years seniority: 14 days.
 - 6 years up to 10 years seniority: 21 days.
 - 11 years up to 20 years seniority: 28 days.
 - Up to 21 years seniority: 35 days.
 - Leave should be taken between October 1st and April 30th.
 - Transfer of ½ unused leave into further years, compensation for unused leave possible only upon employment termination.
 - Employer should pay the employee holiday in advance thereof.
-

Non-competition covenant

- Limited practical usability.
 - Agreed by both parties.
-

Maternity protection

- Maternity leave 3 months.
 - Mothers may request shorter working hours.
-

Termination

- Written notice of termination.
- Employee may terminate anytime for any or no reason.
- Employer may terminate anytime for any or no reason.
- Employer and employee may terminate by mutual consent.

- Specially protected employees: employees temporarily unfit for work, pregnant employees, employees on maternity/parental leave, trade union officials.
- Possibility to dispute the validity of termination in court within 2 years from the last day of employment.
- Termination
 - With cause: no severance payments.
 - Without cause: 1 salary per each year.
 - Organizational reasons: half a salary per year.
 - Health reasons: half a salary per year.

Reduced-hours employment

- Simplified employment schemes for work available.

Employment of foreigners

- Argentine citizens – no restrictions, registration of employee at tax office.
- Non-Argentine citizens – residence certificate required and employment permit generally needed.

Other employer's duties

- Health and safety at the workplace.
- Optional medical examinations (pre- and post-employment and periodic) and agreement with provider of employment medical services.
- Work risk insurance.

Employees' representation

- Trade unions, work councils, representatives concerned with occupational safety and health protection.
- Minimum number of employees for establishing of trade unions: 50

Employment private agencies

- Agency employees have the same salary and working conditions as company staff.

Country specifics

- *Judges usually adopt a pro-employee attitude*
-

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Employment contract

- No requirement for a written agreement, however, the employer must immediately give the employee a written record ("Dienstzettel") of the essential rights and obligations under the oral agreement including the minimum wage in accordance with the applicable collective bargaining agreement (CBA)
-

Probation period

- Only the first month of employment can be agreed as a probationary period, during which either party may terminate with immediate effect without stating a reason.
-

Fixed-term employment

- There are no limits on the duration of temporary contracts. However, if temporary employment contracts repeatedly follow each other, such chain contract may be invalid and qualified as a permanent contract depending on the particular circumstances of the case
-

Remuneration

- No particular regulations with regard to general remuneration apart from that most CBAs require the annual gross salary to be paid in 14 equal instalments (the two "extra" monthly salaries as holiday and Christmas pay)
-

Scheduling

- Standard: max. 8 hours (10 incl. overtime) per working day / max. 40 hours (or 50 hours incl. overtime)
 - Scheduling by employer, standard shift up to 12 hour
 - Mandatory 30 minute food and rest break after 6 hours of work
 - Overtime: max. 2 hours per working day (max. 10 hours per week) with a number of exceptions implemented inter alia by CBAs
 - CBAs include mandatory different provisions (e.g. some have decreased the standard weekly maximum to, for example, 38.5 hours)
-

Salary surcharges

- Overtime work – generally 1 hour of work is compensated with 1.5 hours pay or spare time.
- Work on weekends or public holidays – generally 1 hour of work, compensation 2 hours
- The CBAs regularly contain individually different provisions in particular with regard to blue collar workers and night work.

Minimum Salary

- There is no statutory minimum wage. However, CBAs do set mandatory minimum wages, which can render “all – in clauses” (i.e. payment of any overtime shall be included in the monthly salary) inapplicable

Statutory levies

	Employee (white-collar)	Employer
Retirement insurance	10.25 %	12.25 %
Health insurance	3.82 %	3.83 %
Accident insurance	0.00 %	1.43 %
Unemployment insurance	3.00 %	3.00 %
Fee for housing subsidy	0.50%	0.50 %
Insolvency contribution	0.00 %	0.55%
Employees' chamber contribution	0.50 %	0.00 %
Severance pay fund	0.00 %	1.53 %

Annual leave

- The minimum holiday entitlement is 25 working days paid holiday a year. After 25 years of service, the employee is entitled to 30 working days.
- There are 13 paid public holidays, which have to be provided and are not included in the minimum holiday entitlement.
- Employees who fall ill, or are injured unintentionally or without gross negligence, are entitled to paid sick leave for:
A minimum of six weeks and a maximum of 12 weeks; and
A further four weeks (after the 12-week period has elapsed) on half-pay.
- However, these allowances can vary depending on:
The employee's length of service; and
Whether the employee was ill within the last six months of employment.
- If an accident takes place at work, the paid sick leave entitlement is:
Eight weeks for white-collar employees (non-manual employees); or
Ten weeks for blue-collar employees (manual workers).
- After the period of paid sick leave expires, employees can claim social security benefits from the state.

Non-competition covenant

- Enforceability will depend on various mandatory limits and requirements, such as wage level, nature of the termination of employment
 - Up to 12 months after termination
 - Max. penalty is 6 times of employee's last net monthly salary
-

Maternity protection

- Pregnant employees are protected from dismissal from the date of pregnancy until at least four months after giving birth. During this time, they can only be dismissed with judicial consent. If employees who have given birth, and are legally allowed to return to work, claim maternity leave or part-time employment, protection from dismissal usually ends four weeks after the maternity leave or part-time employment ends.
 - The Maternity Protection Act also governs the:
Termination of employment by mutual consent;
Length of maternity leave (maximum of two years from the date of birth and a minimum of two months from the date of the birth);
Right to be offered part-time employment.
 - Fathers can claim up to two years' paternity leave and part-time employment, or both, for childcare purposes, during which they enjoy special protection from dismissal. They cannot claim this if the mother has also claimed maternity leave (for the same period), but they can share parental leave. Fathers on paternity leave are entitled to parental pay in the same amount and for the same period as mothers on maternity leave.
-

Termination

- Employer as well as employee can generally terminate the employment by simply giving notice without any reason and merely observing certain notice periods and dates (statutory, CBA or as agreed).
- The employer must notify the works council before terminating an employment contract (in the event that there is a works council). The works council can then comment on the planned dismissal within one week.
- Immediate termination for good cause
- Employer or employee may terminate any time with immediate effect for reasons that constitute good cause
- Collective dismissals – mandatory special termination procedure for multiple redundancies

- Specially protected employees: disabled employees; pregnant employees; parents to whom the Maternity Protection Act or Paternity Leave Act applies; members of the works council; apprentices; employees carrying out their compulsory military or alternative community service; public-sector employees
- Possibility to dispute the validity of termination in court, depending on reason for termination

Reduced-hours employment

- Reduced hours employment is possible. Part-time workers are entitled to the same rights as full-time workers and must not be discriminated against. This means that part-time employees are entitled to a pro-rata salary, which must be equal to that of a full-time employee in the same or similar position

Employment of foreigners

- EU citizens – generally no restrictions, notification of employment towards competent authority
- Non-EU citizens – visa and employment permit generally required

Other employer's duties

- There are a number of laws that protect employees' health and safety regarding, e.g. sanitary facilities, breaks, workplaces with computers, protection for non-smokers. The employer must implement the required systems and processes (for example, setting up safety systems in the workplace based on risk assessments). Employers' duty of care includes protecting against loss of life, damage to health and harassment.

Employees' representation

- Works council have wide-ranging information, consultation and, in some circumstances, intervention rights. Minimum number of employees for establishing a works council: 5

Employment private agencies

- (Strong) trade unions negotiate CBAs
- Possible. Very detailed regulations.
- An employer can generally terminate an employment without any reason being necessary. Merely the statutory or agreed notice periods and possible dates of termination need to be observed
- Many different CBAs for each working sector/industry with detailed mandatory provisions protecting employees

Country specifics

- *Relatively high levies and taxation on salaries*

Global Employment Law

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Employment contract

- Must not be in writing. If made in writing, does not need to follow any specific form. Nevertheless, the facts shall prevail over any written clause.
-

Probation period

- Up to 90 days (this term may be reduced by the specific applicable CBA); if not terminated up to the 90th day it becomes a standard employment contract and severance payment will apply in case of termination as of the 91 day.
 - During probation period both parties may terminate the employment without payment of 30 days previous notice period and the 40% penalty on FGTS balance.
-

Fixed-term employment

- Up to 2 years.
 - After the 2 years, it can only be renewed after a 6 months window.
 - It can only be used in some specific situations.
-

Remuneration

- Payable monthly
 - Mandatory payment in Reais (the local currency)
-

Scheduling

- Standard: 44 hours per week and 8 hours per day
- Also allowed shifts of 12 hours followed by 36 hours of rest
- Mandatory 60 minute food and rest break after 6 hours of work
- Mandatory 11 hours break between shifts
- Overtime: daily limit 2 hours
- Employer must keep records of each individual employee's working hours
- Various forms of flexible scheduling for working hours available

Salary surcharges	<ul style="list-style-type: none"> • Overtime work – surcharge of at least 50% per hour of overtime; compensatory paid time-off may be agreed instead • Work on public holidays and sundays – surcharge of 100% per working hour • Night shift – surcharge of 20% of average earnings • Saturday – no surcharge if not surpassed the 44 working hours per week 						
Minimum Salary	<ul style="list-style-type: none"> • R\$ 954 (approx. 280 US\$) 						
Statutory levies	<table> <tr> <td></td><td>Social security contribution</td></tr> <tr> <td>Employee</td><td>8 %</td></tr> <tr> <td>Employer</td><td>20 %</td></tr> </table>		Social security contribution	Employee	8 %	Employer	20 %
	Social security contribution						
Employee	8 %						
Employer	20 %						
Annual leave	<ul style="list-style-type: none"> • Minimum of 30 days of annual paid leave • Employees may sell 10 days to the employers • The paid leave must be increased of 1/3 of the monthly salary • The leave schedule is set forth by the employer • Annual leave must be taken within two years as of termination of the accrued period; compensation for unused leave possible only upon employment termination 						
Non-competition covenant	<ul style="list-style-type: none"> • No statutory rules available; rules set forth according to court precedents • Courts usually accept up to 24 months after termination, but limited for a restricted territory and limited to the previous industry • Minimal compensation of 100% of average earnings for every month 						
Maternity protection	<ul style="list-style-type: none"> • Maternity/parental leave limited to 120 days; after delivery the mothers may not be dismissed within 150 days. 						
Termination	<ul style="list-style-type: none"> • Immediate written termination during probation period • Written notice advisable • Written notice of termination <ul style="list-style-type: none"> ◦ Employee may terminate anytime for any or no reason ◦ Employer may terminate anytime for any or no reason 						

- Special termination without reason may be agreed with top managers
- 30 days minimum notice period, may be extended by agreement
 - Written immediate termination
- Employer may terminate anytime with or without cause
 - Severance payment depends on termination grounds
- No severance payment due on termination for cause
- 40% penalty over FGTS balance in case of termination with no cause plus at least 30 days termination notice
- Collective dismissals – no mandatory special termination procedure for multiple redundancies
- Specially protected employees: employees temporarily unfit for work, pregnant employees, employees on maternity/parental leave, trade union officials
- Possibility to dispute the validity of termination in court within 2 years from the last day of employment

Reduced-hours employment

- Simplified employment schemes for work up to 30 hours per week
- Overtime not allowed on reduced-hours employment
- Some employee rights reduction may apply

Employment of foreigners

- Non-Brazilian citizens – visa and employment permit needed

Other employer's duties

- Health and safety at the workplace
- Mandatory medical examinations (pre- and post-employment and periodic)
- Agreement with provider of employment medical services mandatory depending on the applicable CBA

Employees' representation

- Trade unions, work councils, representatives concerned with occupational safety and health protection
 - Trade unions may be a pain in case of some specific categories
-

Employment private agencies

- Enable the employer to be more flexible with number of employees
 - Same salary and working conditions for agency employees must be guaranteed
-

Country specifics

- *Notice of termination possible without cause*
 - *Reaching of certain age does not constitute a reason for termination*
-

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Employment contract

- Must be in writing.
- Must have clauses: contracting parties, employment term, type of work and place of work, working time, leaves and holidays, remunerations, social insurance, labor protection, labor conditions and protection against occupational hazard.
- Three types: fixed-term employment contract, non-fixed-term employment contract; project-based employment contract.

Probation period

Types of Employment Contract/ Terms of Employment Contract	Statutory Probationary Term
Project-based employment contract	N/A
Part-time employment contract	N/A
Employment contract with a term less than 3 months	N/A
Employment contract with a term of 3 months to less than 1 year	No more than 1 month
Employment contract with a term of 1 year to less than 3 years	No more than 2 months
Employment contract with a term of 3 years or more	No more than 6 months
Non-fixed-term employment contract	No more than 6 months

- The same employer shall only be allowed to have one probation period with the same employee.
- The wages shall not be less than the minimum wage level for the same position or not be less than 80% of the wage agreed in the employment contract, and shall not be less than the minimum wage of the place where the employer is located.

Fixed-term employment

- May be renewed twice

Remuneration

- Full-time: remuneration shall be payable on a monthly basis.
- Part-time: remuneration shall be payable no more than every 15 days.

Scheduling

- Standard working hours: 8 hours a day and 40 hours a week.
- Overtime: shall not exceed 36 hours per month.
- There are flexible working hour systems which are subject to approval of local labour authorities.

Salary surcharges

- Overtime work on working days: 150% of the regular salary.
- Overtime work on public holidays: 300% of the regular salary.
- Overtime work on weekend: 200% of the regular salary provided however that the employer is unable to arrange exchange leave for such weekend work.

Minimum Salary

- Vary from city to city.
- For example, 2,300 RMB per month and 20 RMB per hour in Shanghai.

Statutory levies

- Five insurances and one fund: pension insurance; medical insurance; unemployment insurance; employment injury insurance; maternity insurance and housing fund.
- The premium rate of employee and employer varies from city to city and it is updated every year.
- For example, in Shanghai (2017):

	Employee	Employer
pension insurance	8%	20%
medical insurance	2%	9.50%
unemployment insurance	0.50%	0.50%
employment injury insurance	N/A	0.2%~1.9%
maternity insurance	N/A	1%
housing fund	7%	7%

Annual leave**Cumulative Service Years****Statutory Annual Leave Entitlement**

At least 1 year but less than 10 years	5 days
At least 10 years but less than 20 years	10 days
At least 20 years	15 days

Global Employment Law

Non-competition covenant

- Applicable to the senior executives, senior technicians and other employees with confidentiality obligations.
 - The scope, geographical region and period of non-competition may be agreed by employer and employee.
 - The period of non-competition shall not exceed two years after the expiration or termination of the employment contract.
 - Employer shall grant the employee compensation on a monthly basis.
-

Maternity protection

- Maternity leave (98 days including 15 days which can be taken before the birth), additional childbirth leave, maternity leave for abortion, paternity leave, prenatal leave upon approval.
 - Employer shall not extend the working hours of female employees who have been pregnant for seven months and or arrange for them to do night work.
 - Employer shall not extend the working hours of female employees who are breastfeeding a child less than one-year-old or arrange for them to do night work.
 - Each province may provide additional protections pursuant to local regulation.
-

Termination

- An Employer and an employee may terminate their employment contract through consultation. The employer shall grant severance pay to the employee.
- An employee may terminate the employment contract by a 30-day's prior written notice.
- Under any of the following circumstances, an employment contract shall be terminated:
 - a. the employment contract has expired;
 - b. the employee has started exercising his/her pension insurance entitlements (or the employee has reached the statutory retirement age);
 - c. the employee is dead or declared dead or missing by a court;
 - d. the employer is declared bankrupt pursuant to the law;
 - e. the employer's business licence is revoked, the employer is ordered to close down, the employer is revoked or the employer has decided to dissolve prematurely; or
 - f. any other circumstances stipulated by the laws and regulations.

Under the sub-paragraphs d and e above, the employer shall grant severance pay to the employee

- Under any of the following circumstances, the employer may terminate the employment contract by giving the employee a written notice 30 days in advance or by making additional payment of one month's salary to the employee in lieu:
 - a. Where the employee suffers from an illness or a non-work-related injury and is unable to undertake the original job duties or other job duties arranged by the employer following completion of the stipulated medical treatment period;
 - b. Where the employee cannot perform his/her duties and remains to be incapable of performing the job duties after training or job transfer; or
 - c. Where the objective circumstances for which the conclusion of the employment contract is based upon have changed significantly and as a result thereof, the employment contract can no longer be performed, and upon negotiation between the employer and the employee, both parties are unable to reach an agreement on variation of the contents of the employment contract.

Under the above circumstances, the employer shall grant severance pay to the employee.

- The employer cannot terminate the employment contract under any of the following circumstances through the above-mentioned way of 30-day written notice:
 - a. Where an employee who has engaged in work exposed to occupational hazards has not undergone pre-termination of employment occupational health check or during the period where any employee is suspected to have contracted an occupational illness or under medical observation;
 - b. Where an employee has contracted an occupational illness or suffered a work injury while working for the employer and is confirmed to have lost his/her employment capacity wholly or partially;
 - c. During the stipulated medical treatment period of an employee suffering from illness or non-work-related injury;
 - d. During the pregnancy, maternity leave or breast-feeding period of a female employee;
 - e. Where an employee has worked for 15 consecutive years with the employer and will attain his/her statutory retirement age in less than 5 years' time; or
 - f. Any other circumstances stipulated by the laws and regulations.

- Under any of the following circumstances in relation to an employee, an employer may terminate the employment contract unilaterally:
 - a. Where it is proved during the probationary period that the employee does not satisfy the recruitment criteria;
 - b. Where the employee has committed a serious breach of the employer's rules and regulations (please note that it is common for an employer to consolidate all the rules and regulations into an employee handbook and have it signed by its employees for enforcement);
 - c. Where the employee is guilty of serious dereliction of duties and corruption and causes the employer to suffer significant damages;
 - d. Where the employee holds an employment relationship with another employer concurrently which has a severe impact on his/her performance of work tasks assigned by the employer, or refuses to make correction upon the request of the employer;
 - e. Where the employee uses such means as deception or coercion, or takes advantages of the employer's difficulties, to causes the employer to conclude the employment contract, or make an amendment thereto, that is contrary to the employer's true intention, and thus causes the employment contract to be invalid (As for the circumstances under which an employment contract becomes invalid wholly or partially, please refer to the following "Invalid Employment Contract"); or
 - f. Where the employee violates any Chinese laws or regulations which are subject to criminal prosecution.
- Under above circumstances, the employer is not liable for the severance pay.

Reduced-hours employment

- Part time employment relationship can be established through verbal agreement.
 - Part-time employee may establish the part time employment with one or more employers.
 - No probation period is applicable.
 - Employer may unilaterally terminate the part time employment relationship without severance pay.
 - The hourly rate of part time employee shall not be lower than the minimum hourly salary standard.
 - Employer is not required to make contribution to part-time employee's social insurance (except for work-related injury insurance) generally unless the local practice requires otherwise.
-

Employment of foreigners	<ul style="list-style-type: none"> • Visa and employment permit are generally needed. • Foreigners should take a compulsory health examination after entering China.
Other employer's duties	<ul style="list-style-type: none"> • Health and safety at the workplace
Employees' representation	<ul style="list-style-type: none"> • Labor Unions, Workers Congress and representatives concerned with the lawful rights and interests of employees • The number of representatives of Workers Congress depends on the size of the company and the minimum is 30. • The Labor Union operates the daily work of the Works Congress.
Employment private agencies	<ul style="list-style-type: none"> • An employer may engage dispatched employees • Dispatched employees are only for the temporary, auxiliary or alternative positions. • The number of dispatched employees in an employer shall not exceed 10% of its total number of employees. • The term of employment contract between the dispatched employee and the dispatch service provider shall be no less than two (2) years. • The dispatch service provider shall make contribution to the social insurance for the dispatched employees in accordance with the local regulations.
Country specifics	<ul style="list-style-type: none"> • <i>No "at will employment" concept and termination of employment requires solid legal and factual ground</i> • <i>Severance pay is calculated based on "average monthly salary" and "number of service years", which is relatively complex, and therefore, it is advisable to seek legal advice</i> • <i>Labour laws, regulations and policies are changing and therefore, regular update is recommended</i>

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Employment contract

- Conclusion in writing
 - The absence of such form does not affect the existence and validity of such a contract
 - Written contract must at least contain information about: identities of the parties, place of work, the title, nature or category of work, the date of commencement of the work, expected duration of a fixed-term employment contract
-

Probation period

- The length may not exceed six months
 - The failure of the worker to fulfill the position requirements during the probationary period constitutes a just cause for termination
 - In this case the period of notice must be minimum seven days
-

Fixed-term employment

- An exception, where the end of the employment is determined by objective conditions such as reaching a specific date, completing a specific task, or the occurrence of a specific event
 - The employer may enter into a successive fixed-term employment contract with the same worker solely on objective grounds, which must be clarified in the same contract or in a letter of engagement
 - The cumulative duration of all successive fixed-term employment contracts, including the first employment contract, may not exceed three consecutive years, unless where it is necessary for the purpose of replacing a temporarily absent worker or where it is on objective grounds allowed by law or a collective agreement
-

Remuneration

- Is determined in the amount provided for by means of law, collective agreement, working regulations or employment contract

- Without such criteria the employer is obliged to pay the worker adequate remuneration
- Equal pay for women and men for the same work or for work to which equal value is attributed
- Is paid after the work has been performed
- Obligation of the employer to hand over to the worker a payroll account, no later than 15 days after the remuneration, compensation or severance pay is paid, evidencing the method of determining these amounts
- Failing that, obligation is to provide the worker with a payroll account for the amounts he was required to pay, by the end of month in which the payment of remuneration, compensation or severance pay was due

Scheduling

- Full-time work must not exceed 40 hours a week
- The overtime work per worker may not exceed 180 hours a year, unless otherwise provided for in collective agreement, in which case it may not exceed 250 hours a year
- Daily period of rest (a break) of minimum 30 minutes for the worker who works at least 6 hours a day
- Minimum daily rest period of 12 consecutive hours per 24-hour period
- Weekly minimum uninterrupted rest period of 24 hours plus the hours of daily rest

Salary surcharges

- Increased remuneration for arduous working conditions, overtime and night work, and for work on Sundays, holidays, and on other days that are not working days according to the law
- The amount is not determined by Labour Act, but by other sources of law: regulation, collective agreement, labour regulations or employment contract
- The amount is usually determined in percentage of the basic salary per hour, day, week or month, according to the salary payment period

Minimum Salary

- 3.439,80 HRK (approx. 466,73 EUR)

Statutory levies

	Worker	Employer
Health	0%	15%
Unemployment	0%	1.70%
Contributions against injury at work	0%	0.50%

Payments during illness	<ul style="list-style-type: none"> • Compensation for periods in which the worker does not work due to legitimate reasons • Compensation amounting to the average remuneration he received over the preceding three months • The remuneration fee may not be lower than 70% of the salary compensation base • 1th – 42th day: to be paid out by the employer • 43th day on: to be paid out by Croatia Health Insurance Fund
Pension schemes	<ul style="list-style-type: none"> • By the state or private funds • Generation solidarity (Pillar 1)- paid by worker 15% • Individual capital savings (Pillar 2)- paid by worker 5%
Annual leave	<ul style="list-style-type: none"> • Duration of at least four weeks in each calendar year • Duration must be at least five weeks for the minor and a worker engaged in works involving exposure to harmful effects • In the case of termination of employment contract, the employer is obliged to pay to a worker an allowance in lieu of annual leave for unused annual leave, in proportion to the number of unused days • Where using annual leave in portions, at least two consecutive weeks of annual leave in the calendar year must be used, unless otherwise agreed • Entitlement to carry over the unused portion of annual leave longer than the portion of annual leave of two weeks, and to use it by 30 June of the following calendar year, at the latest
Non-competition covenant	<ul style="list-style-type: none"> • Legal ban of competition to enter into business transactions in the field of economic activity pursued by his employer without the employer's agreement • Contractual ban of competition- for a period of time following the termination of employment contract • Time period may not exceed two years after the date of termination of the employment relationship • Contractual ban of competition is binding only where the employer is contractually committed to compensate the worker for the duration of the ban • The amount must be at least a half of average salary paid to the worker in the period of three months prior to the termination of employment contract

Maternity protection

- Maternity leave duration from 28 days prior to the expected date of birth (or 45 days in case of complications) up to 70 days after the birth of the child
- Additional maternity leaves lasts until the baby is 6 months old, the mother can return to work in this period and transfer it, in full or partially, to the father
- Parental leave for the child from the age of 6 to 8 months (for the first and second child) or 30 months (for twins, third and every subsequent child)
- Right to work half your working hours in order to provide your child with more care
- Leave for caring for a child with severe developmental disabilities
- Adoptive parent leave
- Cash assistance
 - Maternity leave: stands at 100% of the base of her wage, if the insurance period conditions are not met, the cash benefit is HRK 1,663 (EUR 218.00),
 - Parental leave: the income-replacement benefit is limited by the calculation base, the rate is HRK 2,660.80 (EUR 348.00) for parental leave of 6 or 8 months

Termination

- Both the employer and the worker are allowed to terminate the employment contract in form of written agreement
- Regular notice of dismissal in cases of: business conditioned cancellation, dismissal on personal grounds, dismissal due to the worker's misconduct, dismissal due to incompetence during probationary period
- Extraordinary notice of termination without observing the statutory notice or the notice stated in the contract, where the continuation of employment relationship is regarded as impossible due to a severe breach of obligations or any other fact of critical importance
- Collective redundancies- obligation to begin consultations with the works council in order to avoid redundancies or reducing the number of workers affected
- Protection of the rights: by written requirement to the employer within fifteen days following the receipt of a decision violating this right, or following the day when he gained knowledge of such violation, or the worker may within another fifteen days seek judicial protection before the court
- Under special protection: workers temporarily unable to work, pregnant, during maternity leave, members of trade unions

Reduced-hours employment

- Part-time work as any working time shorter than full-time work
 - The worker is not allowed to work at several employers with a working time exceeding forty hours a week
 - The worker must inform the employer about part-time employment contracts concluded with other employer/s
 - The remuneration and other substantial rights of workers are regulated and paid in proportion to the contracted working time
 - The employer's obligation to take into consideration the request of a full-time worker for the entry into a part-time employment contract, and vice-versa, provided that there is such a work option at the employer's
-

Employment of foreigners

- EU citizens – no restrictions
 - Non-EU citizens – residence permit and a work permit or a work receipt is needed
-

Other employer's duties

- Obligations to protect the life, health and morals of workers: obligation to provide and maintain plants, machinery, equipment, tools, workplace and the access thereto, and to organize work in such a manner so as to ensure the protection of life and health of workers, in accordance with specific provisions and the nature of work performed, and to inform the worker about any dangers pertaining to the work performed by the worker
 - Protection of worker's privacy
-

Employees' representation

- Trade unions, works councils, workers' representative in the employer's body, representatives concerned with occupational safety and health protection
 - A trade union may be established by at least ten adult persons with legal capacity
 - Influential position
-

Employment private agencies

- Temporary employment agency is an employer who, based on worker assignment contract, assigns workers to another employer to work there temporarily
- Restriction of worker assignment period: for the performance of the same works for an uninterrupted period may not exceed three years unless it is necessary

for the purpose of replacing a temporarily absent worker or where it is allowed by collective agreement on the grounds of some other objective reasons, an interruption of less than two months shall not be regarded as the interruption of the three-year period

- Obligation of same salary and working conditions

Country specifics

- *Maternity leave is mandatory leave used by the mother, and in special circumstances it may also be used by the father (for example, if the mother dies)*
 - *Where a previous duration of the employment relationship with the same employer is of importance for the exercise of rights arising from the employment relationship, the periods of part-time work shall be regarded as full-time work*
-

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Employment contract

- Must be in writing and include: type of work and place of work and date of commencement of work
-

Probation period

- Up to 3 months; up to 6 months for managers
 - During probation period both parties may terminate the employment with immediate effect without stating a reason
-

Fixed-term employment

- Up to 3 years
 - May be extended twice, each time for up to additional 3 years
-

Remuneration

- Payable monthly
 - Salary assessment: possible (allows changes without employee's consent)
 - Mandatory payment in Czech crowns (with limited exceptions)
 - Standard: 40 hours per week for one-shift operations
 - Scheduling by employer, standard shift up to 12 hours
 - Mandatory 30 minute food and rest break after 6 hours of work
 - Overtime: annual limit 150 hours; up to 416 hours with employee's consent
 - Various forms of flexible scheduling for working hours available
-

Scheduling

- Standard: 40 hours per week for one-shift operations
- Scheduling by employer, standard shift up to 12 hours
- Mandatory 30 minute food and rest break after 6 hours of work
- Overtime: annual limit 150 hours; up to 416 hours with employee's consent
- Various forms of flexible scheduling for working hours available

Salary surcharges	<ul style="list-style-type: none"> • Overtime work – surcharge of at least 25% of average earnings, which may be partially included in salary; compensatory paid time-off may be agreed instead • Work on public holidays – compensatory paid time-off; surcharge of at least 100% of average earnings may be agreed instead • Night work – surcharge of 10% of average earnings; may be decreased by agreement • Weekend work – surcharge of 10% of average earnings; may be decreased by agreement 		
Minimum Salary	<ul style="list-style-type: none"> • CZK 12 200 (approx. 475 EUR) 		
Statutory levies		Employee	Employer
	Health insurance	4.50%	9%
	Social security insurance	6.50%	25%
Payments During Illness	<ul style="list-style-type: none"> • 1st - 3rd day: no salary • 4th - 14th day: 60 % of the reduced salary to be paid out by the employer • From 15th day on: social security benefits paid by the state 		
Pension schemes	<ul style="list-style-type: none"> • By the state or private funds • By the employer: N/A (only voluntarily, not very usual) 		
Annual leave	<ul style="list-style-type: none"> • Minimum of 4 weeks of annual paid leave • The leave must be ordered by the employer at least 2 weeks in advance • Transfer of unused leave into further years, compensation for unused leave possible only upon employment termination 		
Non-competition covenant	<ul style="list-style-type: none"> • Limited practical usability • Up to 12 months after termination, withdrawal by the employer difficult • Minimal compensation of 50% of average earnings for every month 		
Maternity protection	<ul style="list-style-type: none"> • Maternity/parental leave until child reaches 3 years of age 		

Termination

- Written agreement
- Written notice of termination
 - Employee may terminate anytime for any or no reason
 - Employer may terminate only on the grounds specified by law (organizational changes, health issues, failure to meet requirements, unsatisfactory work performance, and breach of duties); often special termination procedure must be followed
 - Special termination without reason may be agreed with top managers
 - 2 months' notice period, may be extended by agreement (same length for both)
- Minimum severance payment depends on termination grounds
 - 1 to 3 average monthly earnings for organizational reasons
 - 12 average monthly earnings if consequence occupational accident/illness
- Written immediate termination
 - Employer may terminate only in the case of an exceptional gross breach of employee's duties or serious criminal offence
- Collective dismissals – mandatory special termination procedure for multiple redundancies
- Specially protected employees: employees temporarily unfit for work, pregnant employees, employees on maternity/parental leave, trade union officials
- Possibility to dispute the validity of termination in court within 2 months from the last day of employment

Reduced-hours employment

- Simplified employment schemes for work under 20 hours per week on average
- Limited employee rights (no termination protection, no annual leave, no severance pay, simplified scheduling)
- Employment below 300 hours annually and with income below CZK 10 000 (approx. EUR 400) per month has preferential tax treatment

Employment of foreigners

- EU citizens – no restrictions, notification of employment towards Labour Office
 - Non-EU citizens – visa and employment permit generally needed
-

Other employer's duties	<ul style="list-style-type: none"> • Health and safety at the workplace • Mandatory medical examinations (pre- and post-employment and periodic) and agreement with provider of employment medical services
Employees' representation	<ul style="list-style-type: none"> • Trade unions, work councils, representatives concerned with occupational safety and health protection • Minimum number of employees for establishing of trade unions: 3 • Do not have much tradition, usually not of a strong position
Employment private agencies	<ul style="list-style-type: none"> • Enable the employer to be more flexible with number of employees • Same salary and working conditions for agency employees must be guaranteed
Country specifics	<ul style="list-style-type: none"> • <i>Notice of termination possible only with statutory termination reason (even when paying out severance payment)</i> • <i>Reaching of certain age does not constitute a reason for termination</i> • <i>Salary compensation (e.g. during paid leave) calculated by use of "average earning"</i>

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Employment contract

- An employment contract (which can be in writing or the result of verbal agreement) typically sets out an employee's:
 - Terms and conditions
 - Rights and obligations
 - Responsibilities and duties
- Some terms are implied automatically, even if not recorded in writing or the subject of specific agreement. These include:
 - The employer's duty to provide a safe and secure working environment
 - The employee's duty of honesty and loyal service
 - The mutual duty of trust and confidence
 - Terms that are necessary to make the contract workable, e.g. an employee employed as a driver is required to have a valid driving licence
- Under s.1 of the Employment Rights Act 1996 an employer, must, within no more than two months of the employment commencing, give the employee a written statement of terms and conditions relating to the following particulars:
 - Identity of the parties;
 - Date employment began;
 - Date continuous employment began;
 - Scale or rate of remuneration and intervals of pay;
 - Hours of work;
 - Terms relating to holidays and holiday pay, sickness and sickness pay, pensions and pension schemes;
 - Length of notice required to determine the contract;
 - Whether collective agreements apply;
 - Where employees are required to work outside of the UK for a period of more than one month, the period of that work, the currency in which payment is to be made and benefits provided.

Probation period

- Typically anywhere between one to six months.
 - Probation periods have no legal status but tend to be periods during which a shorter period of notice will apply than is otherwise the case under the contract. However, that does have to be specifically stated in the contract.
-

Fixed-term employment

- Any employee on fixed-term contracts for 4 or more years will automatically become a permanent employee, unless the employer can show there is a good business reason not to do so.
 - After 1 years' service, employees under a fixed-term contract have the right to a written statement of reasons for not renewing their contract.
 - After 2 years' service, employees under a fixed-term contract have the right not to be unfairly dismissed.
 - Employers must not treat workers on a fixed-term contract less favourably than permanent employees doing the same, or largely the same, job.
-

Remuneration

- To be agreed between employer and employee subject to National Minimum Wage provisions
 - The contract of employment should detail when, and how, salary will be paid to employee.
-

Scheduling

- Working week – Employees cannot be required to work more than 48 hours a week (averaged over 17 weeks), unless they have freely chosen to 'opt out'. An employer cannot force an employee to opt out, and employees cannot be dismissed, or treated unfairly, for refusing to do so.
- Rest breaks – workers have the right to one uninterrupted 20 minute rest break during their working day, if they work for than 6 hours a day.
- Daily rest – workers have the right to 11 hours rest between working days.
- Weekly rest – workers have right to either an uninterrupted 24 hours without any work each week, or, an uninterrupted 48 hours without any work each fortnight.
- Overtime – employees only have to work overtime if their contract says so. Even if it does, an employee cannot be forced to work more than an average of 48 hours per week, unless the employee 'opts out'.

- Night Workers – staff who regularly work at least 3 hours during the night period (11pm to 6am) are designated as night workers. Night workers must not work more than an average of 8 hours in a 24-hour period (with limited exceptions). Employers must keep records of night workers' working hours to ensure they aren't exceeding the limits.
- Sunday working – an employee cannot be made to work on a Sunday unless they have agreed it with their employer in writing.
- Flexible working – all employees who have worked for the same employer for at least 26 weeks have the legal right to request flexible working. A flexible working request must be dealt with by an employer in a 'reasonable manner'. The employer must have one of a number of defined business reasons if it refuses the employee's application.

Salary surcharges

- Sunday working - No higher pay rate is required to be paid by an employer, unless otherwise agreed.
- Night workers - No higher night working pay rate applies to night workers.
- Overtime - Employers do not have to pay workers for overtime unless they have agreed to do so. However, an employee's average pay for the total hours worked must not fall below the National Minimum Wage (see 'Minimum Salary'). The Contract of Employment will usually include details of any overtime pay rates.

Minimum Salary

- Hourly minimum wage depends on employee's age.
- To be eligible for the National Living Wage (NLW) workers need to be aged 25 or over.
- The National Minimum Wage (NMW) applies to those workers aged 24 and under.
- Under these rules:

Year		April 2017	April 2018
25 and over	NLW	£7.50	£7.83
21 to 24	NMW	£7.05	£7.38
18 to 20	NMW	£5.60	£5.90
Under 18	NMW	£4.05	£4.20
Apprentice	NMW	£3.50	£3.70

Statutory levies

- Income Tax – Every employee has a standard Personal Allowance of £11,850, which is the amount of income that is not subject to tax.

- The table below shows the tax rates bands:

Band	Taxable income	Tax rate
Personal Allowance	Up to £11,850	0%
Basic rate	£11,851 to £46,550	20%
Higher rate	£46,551 to £150,000	40%
Additional rate over	£150,000	45%

- National Insurance Contributions – workers aged 16 or over and who earn above £157 a week pay National Insurance contributions which qualify them for certain benefits and the State Pension.

The system is complex but in the context of Employment, both employees and employers are required to make contributions with employees' contributions being deducted from their wages at the same time as tax and employers' contributions being payable by the employer in addition.

Payments during illness

- Employers are required to pay Statutory Sick Pay (SSP), the details of which are set out below. Employers are not required to offer anything more than SSP where an employee is absent through ill health but many employers do offer additional sums either under the employment contract or on a discretionary basis.
- To be eligible for Statutory Sick Pay (SSP) an individual must:
 - Be classed as an employee and have worked for the employer;
 - Have been ill for at least 4 days in a row (including non-working days)
 - Earn at least £116 (before tax) per week
- Employees will receive £92.05 a week SSP for up to 28 weeks from their employer.
- Employees will only require a medical certificate from a doctor after 7 days off work sick (including non-working days).

Pension schemes

- All employers must provide the opportunity for employees to join a pension scheme.
- A number of different types of pension scheme will satisfy the overall statutory requirement.
- The employer must automatically enrol its employees into a pension scheme and make contributions into the pension scheme for them, if the following criteria are satisfied:

- The employee is aged between 22 and State Pension Age
 - The employee earns at least £10,000 per year
 - The employee 'ordinarily' works in the UK
- Under a workplace pension, a percentage of an employee's pay is deducted and paid into the pension scheme on their behalf with the employer also making a contribution into the same scheme for the employee's benefit.
 - Specific advice should be sought on both the nature of the scheme to be offered and the level of contributions required.

Annual leave

- All employees and almost all workers are legally entitled to 5.6 weeks' paid holiday per year (inclusive of Bank or public holidays if allowed).
- Most workers who work a 5-day week must therefore receive at least 28 days' paid annual leave inclusive of Bank or public holidays if allowed.
- An employer is not forced to allow an employee to take Bank or public holidays provided the overall minimum entitlement is allowed.
- Annual leave accrues during maternity, paternity and adoption leave, and while off work sick.

Maternity protection

- When an employee takes time off to have a baby, they may be eligible for:
 - Statutory Maternity Leave (up to 52 weeks and a minimum of 2 weeks after birth)
 - Statutory Maternity Pay (up to 39 weeks – 90% of average weekly earnings for the first 6 weeks, followed by £145.18 or 90% of average weekly earnings (whichever is lower) for the next 33 weeks).
 - Paid time off for antenatal care
- Employment rights are protected whilst on Statutory Maternity Leave, including rights to:
 - Return to the same job
 - Accrued holiday
 - To benefit from arrangements which apply to the workforce as a whole

Non-competition covenant

- Any contractual term which seeks to restrict an individual's freedom to work for others, or carry out his trade or business will be void and unenforceable, unless the employer can show it has a legitimate

business interest (usually related to confidential information) which requires protection and the protection sought is no more than is reasonably necessary.

- The geographical area of any restriction and the length of time of the post termination restriction must be justified.
- Typically, a restriction for more than 12 months will be difficult to justify but even restrictions for less than 12 months may be found to be unenforceable

Termination

- **Notice period** – a contract of employment may be terminated by either party giving the other notice. Employees must be given at least the notice stated in their contract of employment or the statutory minimum notice period whichever is the greater.
 - Statutory minimum notice:
 - at least one week's notice if employed between one month and 2 years
 - one week's notice for each year if employed between 2 and 12 years
 - 12 weeks' notice if employed for 12 years or more
- **Right to written reasons** – employees have the right to ask for a written statement detailing reasons why they have been dismissed if the employee has completed 2 years' service. This must be supplied by the employer within 14 days.
- **Unfair Dismissal** (Qualifying period to claim Unfair Dismissal is two years with employees who reach one year 51 weeks being able to count the statutory minimum one week's notice to qualify):
 - If employer does not have a potentially fair reason for the dismissal
 - If employer has not followed a fair process.
 - Claim must be brought to an Employment Tribunal within 3 months of dismissal (subject to reference to the State Conciliation Organisation – ACAS first).
 - Possible Awards
 - Basic award - depends on age and length of service - up to £15,240
 - Compensatory award - depends on loss - the limit is the lower of 1 years salary or £83,682

- **Potentially fair reasons for dismissal:**
 - Misconduct
 - Incapability
 - Redundancy
 - Illegality
 - Some other 'Substantial Reason'

 - **Constructive Dismissal** – This is a term used to describe a situation where an employer is in fundamental breach of the employment contract and the employee resigns in response.

 - **Redundancy pay** – If the reason for termination is that the employee's role is no longer required, if they have been working for their current employer for 2 years or more, they will be entitled to a payment of:
 - Half a week's pay for each full year of service where the worker was under 22
 - One week's pay for each full year of service where the worker was 22 or older, but under 41
 - One and half week's pay for each full year of service where the worker was over 41

Length of service capped at 20 years
Weekly pay is capped at £508

 - **Large scale redundancies** – if an employer proposes to make 20 or more employees redundant at the same time, a consultation should take place between the employer and employee representative (trade unions or elected representatives).
 - Collective consultations must cover:
 - ways to avoid redundancies
 - the reasons for redundancies
 - how to keep the number of dismissals to a minimum
 - how to limit the effects for employees involved, for example by offering retraining
 - Minimum length of consultation:
 - 20 to 99 redundancies - the consultation must start at least 30 days before any dismissals take effect
 - 100 or more redundancies - the consultation must start at least 45 days before any dismissals take effect.
 - Penalties for breach are severe – up to 90 days' pay per employee.
-

Reduced-hours employment

- Part-time workers are protected from being treated less favourably than equivalent full-time workers.
 - Part-time workers are entitled to the same treatment for:
 - Pay rates
 - Pension opportunities and benefits
 - Annual leave
 - Training and career development
 - Selection for promotion and transfer, or for redundancy
 - Opportunities for career breaks
-

Employment of foreigners

- EU and Swiss Citizens – entitled to work in the UK
 - Non-EU Citizens – Work Visa requirement from Home Office
-

Other employer's duties

- To protect the health, safety and welfare of their employees and other people who might be affected by their business. Employers must do whatever is reasonably practicable to achieve this.
 - To maintain employer's liability insurance.
 - Not to discriminate in the workplace on grounds of sex, pregnancy, marital status, sexual orientation, gender identification, race, religion or belief, disability or age.
 - To make reasonable adjustments if the employee is disabled.
 - To register with HM Revenue & Customs for payroll, tax and National Insurance Contributions purposes.
-

Employees' representation

- Employee representation can take many forms ranging from full trade union recognition to ad hoc groups.
- Employees have the statutory right to be accompanied by a fellow worker or trade union official at disciplinary or grievance hearings.
- Employers are required to consult employee representatives on many issues including: collective redundancies, health and safety, the sale or transfer of a business or a part of a business in which they work or on the outsourcing, insourcing or re-tendering of the services which their employer provides to another organisation (Transfer of Undertakings (Protection of Employment) Regulations 2006 – "TUPE").
- Recognised Trade Unions may have the right to bargain about pay, hours and holidays.

**Employment private
agencies – Agency
Workers**

- Agency Workers are immediately entitled to:
 - National Minimum Wage
 - Protection from unlawful deduction from wages
 - Statutory minimum level of paid holiday
 - Statutory minimum length of rest breaks
 - Not to work more than an average of 48 hours per week
 - Protection from unlawful discrimination
 - Protection from whistleblowing
 - Not to be treated less favourably if part-time worker•
- After 12 weeks in the job an Agency Worker qualifies for the same rights as someone who is employed directly, known as 'equal treatment'. Rights include:
- Equal pay – same pay as permanent colleague doing same job
 - Automatic pension enrolment
 - Paid annual leave
 - Agency workers are not usually entitled to:
 - Protection against unfair dismissal
 - Right to request flexible working
 - Statutory Redundancy Pay
-

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Employment contract

- not mandatory to be in writing; oral employment contracts are possible and valid as well
 - however the employer is obliged to hand out at least a written confirmation to the employee within one month after the beginning of the contract containing some key facts of the contract such as the type of work, the place of work, the remuneration or the annual leave
-

Probation period

- no longer than 6 months
 - During probation period both parties may terminate the employment contract within 2 weeks without stating a reason (collective labour agreements can even stipulate short periods of notice within the probation period)
-

Fixed-term employment

- Up to 2 years without having an “objective ground” for the limitation; within those 2 years the contract can be extended up to three times
 - after 2 years a fixed-term employment is only valid due to “objective grounds” such as the employee is hired to fill in for another employee or the operational need for the work is only temporary
-

Remuneration

- Payable monthly after the performance of services
 - may also be granted (partly) as benefit in kind such as a company car
-

Scheduling

- no standard amount of hours per week, depends on the sector and the respective collective labour agreements, 40 hours per week can be considered as usual
- Scheduling by employer, standard shift no longer than 10 hours
- Mandatory 30 minutes break after 6 hours of work and 45 minutes break after 9 hours of work

- Mandatory 30 minutes break after 6 hours of work and 45 minutes break after 9 hours of work
- Overtime: in principle there is no limitation of overtime due to contractual reasons; however the German Working Hours Act states that within a period of six months there should be no more than 8 working hours per day in average
- Various forms of flexible scheduling for working hours available

Salary surcharges

- Overtime work: no mandatory surcharge apart from several collective labour agreements or collective bargaining agreements; compensatory paid time-off may be agreed as well as the financial compensation of the overtime work
- Work on public holidays: compensatory paid time-off within the next 8 weeks; no mandatory surcharge apart from several collective labour agreements or collective bargaining agreements
- Night work: mandatory “reasonable” surcharge or “reasonable” amount of compensatory paid time-off
- Sunday work: compensatory paid time-off within 2 weeks from the respective Sunday on is mandatory

Minimum Salary

- 8.84 EUR/hr; higher minimum salaries can be found within collective labour agreements or collective bargaining agreements

Statutory levies

	Employee	Employer
Health insurance	7.3 % (can be up to 1% higher)	7.30%
Social security insurance	9.30%	9.30%
Unemployment insurance	0-3 % (depending on income)	3%

Annual leave

- Minimum of 4 weeks of annual paid leave
 - The leave must be ordered by the employer in advance
 - Transfer of unused leave into further years is limited to the end of March of the following year (exception: if the employee wasn't able to take his unused leave due to the inability to work, the unused leave can be transferred within 15 months after the end of the holiday year)
-

Non-competition covenant

- strict legal requirements
 - Up to 24 months after termination
 - withdrawal by the employer is only possible if the contract hasn't yet been terminated by one of the parties
 - Minimal compensation of 50% of average earnings for every month
-

Maternity protection

- Maternity/parental leave of up to 3 years in total; 12 months of parental leave can be taken with the employer's consent until the child reaches 8 years of age
 - Parents within the parental leave may request shorter working hours
-

Termination

- written termination within 2 weeks during probation period
- Written termination agreement
- Written notice of termination
 - Employee may terminate anytime for any or no reason
 - Employer with more than 10 employees may terminate only on the grounds specified by law (personal capability, conduct, operating conditions)
 - Special termination without reason but with the obligation to pay a settlement may be agreed with top managers
 - legal notice period varies from 1 to 7 months (apart from other regulations within collective labour agreements or within the employment contract (in the latter case the legal notice periods may only be extended but not reduced)); may be extended by agreement also for an employee's termination (same length for both)
- Written immediate termination
 - Employer may terminate only in the case of "important reasons" such as gross breaches of employee's duties and only within two weeks after becoming aware of the reason
- no legal regulations for severance payments (with limited exceptions); severance payments are only made on a voluntarily basis if the parties agree on such payments (especially if the employer has to seriously worry about not having a termination ground specified by law which basically means that the employer will not be able to terminate the contract without the employee's consent)
 - usual severance payment: 0.5 monthly salary per year of employment (but this is only a "rule of thumb")

- Collective dismissals: mandatory special termination procedure for mass dismissals (mandatory “declaration of mass dismissal” to the Federal Labour Office)
- Specially protected employees: especially apprentices, pregnant employees, employees on maternity/parental leave, members of the works council, disabled employees, data protection officer, representative for disabled employees,
- Possibility to dispute the validity of termination in court only within 3 weeks from the receipt of notification; after the expiration of this deadline each termination is considered to be valid

Reduced-hours employment

- employee can claim for reduced-hours (part-time) if there are no operational reasons standing in the way
- full employee rights (legal prohibition of the discrimination of part-time employees)
- Employment up to EUR 450 per month or up to 2 months per year has preferential tax and social security treatment

Employment of foreigners

- EU citizens: no restrictions
- Non-EU citizens: visa and employment permit generally needed

Other employer's duties

- obligation of protection or consideration
- principle of equal treatment among the employees (as long as there is no objective reason for a distinction between employees)

Employees' representation

- Trade unions (collective labour agreements), work councils (collective bargaining agreements), representatives for disabled employees
- Minimum number of employees for establishing of works council: 5
- the strength of the trade unions' and works council's position varies (e.g. traditionally strong position within the production industry and traditionally rather weak position within the service industry)

Employment private agencies

- Enable the employer to be more flexible with number of employees
- Same salary and working conditions for agency employees must be guaranteed (exception: a collective labour agreement can allow to differ from the salary and working conditions of the employer)

Global Employment Law

- employment agencies have to possess a licence to supply temporary workers
 - no longer than 18 months with the same employee; after the expiration of this date the employee will be able to claim that he has an employment contract with the employer (the same legal consequence will apply on other breaches of the strict legal statutes regarding personnel leasing)
-

Country specifics

- *Notice of termination possible only with statutory termination reason; without such reason an employer is not able to terminate an employment contract without the employee's consent (even when paying out severance payment)*
 - *Reaching of certain age does not constitute a reason for termination (although employment contracts may (but not have to) be limited to the reach of the retirement age)*
 - *the terms and conditions of an employment contract are subject to the (very strict) control of general terms and conditions ("AGB-Kontrolle") which leads to lots of terms and conditions being invalid and - as a consequence - useless*
-

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Employment contract

The employment contract does not have to be in writing. The written notification though of the basic conditions contained in the employment contract to the employee is necessary. Such notification can be effected either by the employment contract itself, if the latter is in written form, or by a special standard form issued by the competent authority.

Probation period

During the first 12 months the employment contract may be terminated by the employer without paying any severance payment.

Fixed-term employment

A fixed-term employment shall be less than 36 months and shall not be renewed more than two times. Otherwise it becomes open ended employment.

Scheduling

- 40 hours per week
 - Mandatory 30 minute food and rest break after 6 hours of work
 - Ordinary overtime one hour per day
 - Overtime: annual limit 120 hours per year (30 hours in the industrial production)
-

Salary surcharges

- Ordinary Overtime: 20% surcharge
 - Legal Overtime : 40% surcharge
 - Illegal Overtime (over 120 hours per year): 80% surcharge
 - Night Work: 25% surcharge (22:00 to 05:59)
 - Sunday work: 75% surcharge (06:00 to 21:59)
-

Minimum Salary

The National General Collective Agreement applies to all employees and ensures that the minimum wage rates per month are as follows: For (white-collar) employees older than twenty-five 586,08 € (unmarried) and 644,69 € (married) and for employees under the age of twenty-five 510,95 € and 562,05 € respectively.

Annual leave

In the course of the first calendar year of the employment, the employee is entitled to two days per month as paid leave. In the course of the second year of the employment, the same as above applies until the completion of a 12-month period from the commencement of the employment and thereafter the paid leave shall be increased by one working day. In the course of the third calendar year of the employment, the employee is entitled to a paid leave of 22 or maximum 25 days.

Maternity protection

- Mothers are entitled to 17 weeks of paid maternity leave
 - Mothers can request shorter working hours
 - Mothers' employment contracts are protected (termination possible only under strict rules) for 18 months after birth
-

Termination

The employer may terminate an open ended employment agreement anytime and without a reason. However, termination is invalid if the notice is not given in writing and the lawful compensation is not paid at the same time in full. Furthermore, same applies if the dismissal is for reasons of gender, race or for revenge. The amount of the redundancy compensation depends on the duration of the employment relationship. Employees on annual leave, pregnant women, employees executing military service and employees exercising trade union action are protected (termination possible only under strict rules).

Employment of foreigners

- EU citizens - no restrictions
 - Non-EU citizens – visa and employment permit needed
-

Employees' representation

- Minimum number for establishing a trade union is 20 employees.
 - Employees may be informed and consulted by the employer in important issues concerning the company's social and financial regime. This is usually effected by trade union representatives and covers issues ranging from safety and health matters to collective dismissals, business transfers and major transactions.
-

Employment private agencies

- Same salary and working conditions for agency employees.
 - Not more than 36 months otherwise deemed to be employee of the company
 - Both principal and agency are jointly and severally liable for payment of the agency's employees wages, social security contributions and dismissal compensation.
-

Country specifics

- *The employee is entitled to an additional full monthly salary during the Christmas period, an additional half of their monthly salary during the summer vacation, and another additional half of their monthly salary during Easter break.*
-

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Employment contract

- No absolute obligation for employment contracts to be in a particular form
 - Can be written or oral
 - Employee must be informed of:
 - wages;
 - wage period;
 - length of notice required to terminate the contract;
 - end of year payment, if any.
-

Probation period

- No statutory limit on the length of a probationary period
 - Where a probationary period is provided in the contract:
 - during the 1st month of employment: contract may be terminated without notice;
 - after the 1st month of employment: not less than 7 days'
 - notice, or longer period as provided in the contract for termination.
-

Fixed-term employment

- Terminate automatically on expiry of term without notice.
 - Replace by a 1 month contract renewable monthly if the employee continues to work and the service is accepted by the employer
 - Successive fixed-term contracts possible. Global contract allowed.
-

Remuneration

- To be paid no later than 7 days from the end of the wage period.
 - The wage period shall be deemed to be 1 month until the contrary is proved.
 - Consequences of non-payment:
 - interest be charged on the outstanding amount of wages
 - if not paid within one month from the due date, contract be deemed terminated without notice.
-

Scheduling

- Employee entitled to a rest day of not less than 24 hours in every period of 7 days.
- Rest days be appointed by the employer
 - employer must not compel the employee to work on a rest day except in unforeseen emergency
- Work on statutory holiday
 - alternative holiday should be arranged within 60 days before or after the statutory holiday.

Salary surcharges

- Overtime
- no statutory obligation for employer to pay
- included as wages only if:
 - constant in character or
 - average of the overtime payment over a period of 12 months exceeds 20% of the average monthly wages.
- Travelling allowances, attendance allowances and commission are within the definition of wages.

Minimum Salary

- HK\$34.5 per hour

Statutory levies

	Mandatory Provident Fund	Salaries Tax
Employee	5%	See below
Employer	5%	

- Employee: Tax rates for the year of assessment 2017/18

Net chargeable income (net of allowances)	Progressive rate
on the first \$45,000	2%
on the next \$45,000	7%
on the next \$45,000	12%
Remainder	17%
Net total income (no allowances)	Standard rate 15% flat whichever is the lower.

Annual leave

- Entitled to annual leave with pay after having been employed under a continuous contract for every 12 months under Employment Ordinance
-

Years of Service Entitlements (days)	Annual Leave
1	7
2	7
3	8
4	9
5	10
6	11
7	1
8	13
9 or above	14 (maximum), unless better terms otherwise provided by contract

Non-competition covenant

- Lawful only if it does no more than the minimum necessary to protect the employer's legitimate business interest:
 - Covenants must be clear, precise and reasonable, such as: geographical area, customers covered by the restriction and duration.

Maternity protection

- 10 weeks of maternity leave/ 3 days of paternity leave
- 4/5 of the average daily wages in the 12 month preceding the first day of maternity leave/ paternity leave
- Prohibition from dismissing a pregnant employee
- Prohibition of assignment of heavy, hazardous or harmful work to a pregnant employee upon the production of the medical certificate.

Termination

- Termination by notice or payment in lieu of notice
 - no notice required for termination within the 1st month of probation
 - notice not less than 7 days required for termination after the 1st month of probation but within the probation period
- notice not less than 1 month required for termination after the probation period and where the contract does not provided for the required length of notice.
- payment in lieu of notice is calculated by multiplying the average daily/monthly wages in a year with the number of days/month in the notice period or the shortfall thereof.
- Summary dismissal
 - only where the employee has committed very serious misconduct or fails to improve after employer's repeated warnings

- Employee may terminate employment contract with notice or payment in lieu if:
 - reasonably fears physical danger by violence or disease;
 - subjected to ill-treatment by employer; or
 - employed for not less than 5 years and is certified by medical practitioner as being permanently unfit for the work engaged
- Specially protected employees: pregnant employees, employees injured at work; employee on paid sick leave; employee giving evidence to authorities and trade union members

Severance payment and long service payment

- Severance payment
- Qualified if not less than 24 months' employment under continuous contract
 - employee dismissal by reason of redundancy
 - non-renewal of contract and no replacement of same post
 - employee laid off
- Long service payment
 - employed not less than 5 years under continuous contract
 - employee is dismissed but not due to serious misconduct or redundancy
 - non-renewal of contract
 - employee dies
 - employee resigns on ground of ill health
 - employee, aged 65 or above, resigns on ground of old age

Reduced-hours employment

- Main protection and entitlements under Employment Ordinance and Employees' Compensation Ordinance apply to casual and part-time workers
- Must work for at least 18 hours in each of the 4 weeks for the same employer to enjoy the more comprehensive protection under the Ordinances

Employment of foreigners

- Employment visa required in the absence of right of abode or right to land in Hong Kong

Other employer's duties

- Non-delegable duty to provide a safe workplace.
- Vicarious liability of employers to: (1) third party for the negligence of his employees, and (2) employees for injuries caused by the negligence of other employees.
- Employee suffering from occupational disease has a right to receive compensation from the employer.

Global Employment Law

Employees' representation

- Trade unions and labour organisations
 - trade unions are immune from civil action of trade dispute
 - trade union members are immune from criminal prosecution for conspiracy
 - rights governed by Trade Unions Ordinance
-

Employment private agencies

- Employment agencies for overseas domestic helpers
-

Country specifics

- *Mandatory Provident Fund Schemes (MPFS)*
 - *Duty of employer*
 - *enrol employees in the MPFS*
 - *make 5% contribution from its own fund, capped at HK\$1,500 per month.*
 - *deduct 5% of the employee's income for contribution to the MPFS, capped at HK\$1,500 per month.*
 - *Employer has a duty to keep payroll records and report remuneration paid to an employee.*
-

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Employment contract

- Must be in writing and include: personal base wage and job function as the minimum
-

Probation period

- Up to 3 months; up to 6 months on the basis of a collective bargaining agreement
 - During probation period both parties may terminate the employment with immediate effect without stating a reason
-

Fixed-term employment

- Up to 5 years, including extension when extension is within 6 months
 - Limitation does not apply to executives and when employment relationship is subject to official authorization and the authorization is extended (e.g., work permits)
-

Remuneration

- Payable at least monthly in arrears
 - Amendment of base requires the employee's consent and the amendment of the employment contract
 - Salary must be agreed upon and paid in Hungarian Forints (except for executives and when work is performed abroad)
-

Scheduling

- Standard full time: 8 hours per day
 - Scheduling by employer, except when agreed otherwise (flexible work arrangement)
 - Mandatory 20 minute food and rest break after 6 hours of work
 - Overtime: annual limit 250 hours, 300 in the case of a collective bargaining agreement (for full timers)
 - Employer must keep records of each individual employee's working time and overtime
 - Various forms of flexible scheduling for working hours and weekly/monthly time frame available
-

Salary surcharges	<ul style="list-style-type: none"> • Overtime work – surcharge of 50 % of the base, compensatory paid time off may be agreed instead • Work on weekly rest days or public holidays – surcharge is 100% of the base (or 50% when another rest day is allocated) • Work on Sundays – surcharge of 50% of the base • Night shift – surcharge of 15% of the base • Changing shift – surcharge of 30% of the base • Base salary may include some of the surcharges upon the parties' agreement 		
Minimum Salary	<ul style="list-style-type: none"> • Monthly gross HUF 138 000 (approx. 440 EUR) 		
Statutory levies		Employee (in addition to 15% personal income tax)	Employer
	Health insurance	8.50%	
	Social security insurance	10%	21%
Annual leave	<ul style="list-style-type: none"> • Minimum of 20 days basic annual paid leave, additional leave provided depending on age and other requirements • The leave must be ordered by the employer at least 15 days in advance • Annual leave must be allocated in the year in which it is due, transfer of unused leave into further years is limited, compensation for unused leave possible only upon employment termination 		
Non-competition covenant	<ul style="list-style-type: none"> • Up to 2 years after termination, withdrawal by the employer when agreed upon • Minimal compensation of 33% of the applicable base for each month 		
Maternity protection	<ul style="list-style-type: none"> • Maternity/parental leave until child reaches 3 years of age • Parents may request part-time work covering half of the regular daily working time until the child reaches the age of 3, or the age of 5 in the case of three or more children. 		

Termination

- Immediate written termination during probation period
- Written agreement
- Written notice of termination
 - Employee may terminate indefinite employment anytime for any or no reason
 - Employer may terminate only on the grounds specified by law (organizational changes, or reasons in connection with the employee's ability / performance or behaviour)
 - Special termination without reason may be agreed with executives and key personnel
 - notice period is 30 days applicable to both, in the case of termination by the employer, notice period is increasing in accordance with the length of the employment relationship (maximum notice period that may be agreed upon is 6 months)
 - Specific rules for delivery of the document
- Written immediate termination
 - Both employers and employees may terminate only in the case of a serious breach or conduct which renders the employment relationship impossible
- Minimum severance payment requires an employment relationship which has existed for at least 3 years
 - Severance is between a 1 month and 6 month absentee fee depending on the length of employment (additional severance payable to senior employees)
 - No severance is payable to pensioners and when the employment is terminated for reasons connected to the employee's abilities or behaviour
- Collective dismissals – mandatory special termination procedure for multiple redundancies
- Specially protected employees: employees temporarily unfit for work, pregnant employees, employees on maternity/parental leave, military service, human reproduction treatment, trade union officials and other employee representatives
- Possibility to challenge termination in court within 30 days from delivery

Reduced-hours employment

- Same rights as full time employees
 - Mandatory upon the employee's request until the child reaches the age of 3 (or the age of 5 in the case of three or more children)
 - Call for work employment: available for part-time employees employed for a maximum of 6 hours a day
-

Employment of foreigners	<ul style="list-style-type: none"> • EU citizens – no restrictions, notification of employment towards employment authority • Non-EU citizens – visa and employment permit generally needed
Other employer's duties	<ul style="list-style-type: none"> • Health and safety at the workplace • Mandatory medical examinations (pre- and post-employment and periodic) and agreement with provider of employment medical services
Employees' representation	<ul style="list-style-type: none"> • Trade unions, work councils or shop steward and representatives concerned with occupational health and safety protection • Above 50 employees = work council, above 15 employees a shop steward must be elected • Eligibility for trade unions to conclude a collective agreement: membership of employees at the employer must reach at least 10%
Employment private agencies	<ul style="list-style-type: none"> • Enable the employer to be more flexible with the number of employees • Same salary and working conditions for agency employees must be guaranteed as of the 184th day
Country specifics	<ul style="list-style-type: none"> • <i>Notice of termination possible only for statutory termination reason (even when paying severance payment)</i> • <i>Protection and limitation rules must be observed when serving a notice</i> • <i>Amendment of base requires employee's consent</i>

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Employment contract

- General principles of contract law apply to the formation of employment contracts. A contract of employment may be entered into orally, but a written contract is recommended as proof of its existence and of individual terms of the employment relationship.

Probation period

- The general rule is that in the first two weeks.
- During probation period both parties may terminate the employment with immediate effect without stating a reason

Fixed-term employment

- Up to 2 years but 4 for managers

Remuneration

- Payable weekly or monthly
- Changes must be made with a contract between the employer and the employee
- The main rule is a payment in Icelandic crowns but parties can negotiate to pay part of the salary in other currency.

Scheduling

- Standard: 40 hours per week that includes 8 hours work at 5 days a week
- Employer and employee can have agreement regarding the planning of the working time but 11 hours rest for the employee per day is protected by law. Can be negotiated down to 8 hours in union contracts if special circle stances demand it.
- Mandatory 30-60-minute lunch break between 12-14 for working time from 5-8 hours. Additional 15 break in 8 hours shift.
- Overtime: the total working hours may not be more than 48 hours in average in 4 month period. Under special circle stances this average period can be extended up to 12 months.
- Employer must keep records of each individual employee's working hours
- Various forms of flexible scheduling for working hours available. Maximum hours for night shifts are 8 hours.

Salary surcharges

- Overtime work – Payment for overtime is paid as a 1,0385% of full monthly salary for each hour. Can be compensated with a time of where each 1 hour is compensated with 1 hour and 40 minutes in time off.
- Work on public holidays – Payment for work on public holidays is paid as a 1,0385% of full monthly salary for each hour. Can be compensated with a time of where each 1 hour is compensated with 1 hour and 40 minutes in time off.
- Night work – Payment for night work is paid as a ,8824% of full monthly salary for each hour.
- Weekend work – Payment for weekend work is paid as a ,8824% of full monthly salary for each hour.

Minimum Salary

- 300.000 Icelandic crowns (ISK) (approx. 2.400 EUR) from 1. May 2018

Statutory levies

	Employee	Employer
Pension fund payments	4 % (extra 2% can be added)	11,5 % (+2% if the employee adds 2%)
Salary tax	0%	6,85 %

Annual leave

- Two days for each month. It means that employee in full 12-month work will have 24 days leave each year. First five Saturdays are not calculated into that leave so this mean 4,8 weeks of annual paid leave. After 5 years of work for the same category the leave is 25. After 5 years with same employer it will increase up to 27 days and after 10 years with the same employer it will increase up to 30 days.
- The leave is taken based on mutual agreement between the employer and employee in the period from form 2. May to 15. September each year.
- Transfer of unused leave into further years, compensation for unused leave possible only upon employment termination

Non-competition covenant

- Limited practical usability.
- Only allowed under special situation according to the status of the employee regarding information and contacts with client.
- Not longer than necessary. Court judgements have confirmed up to 24 months after termination.

- According to court judgements the compensation must be fair for both parties.
- Not valid if the work contract is terminated by the employer without valid reason.

Maternity protection

- Maternity/parental leave is 3 months (9 months if the mother dies from giving birth)
- Parents may request shorter working hours but the mother must take the first two weeks after giving birth.

Termination

- Immediate written termination during probation period
- Written agreement
- Written notice of termination
 - Employee may terminate anytime for any or no reason
 - Employer may terminate anytime for any or no reason with notice period that is variable to how long the employee has been working for him.
 - The notice period is as follows
 - after two weeks and up to one year: 12 days
 - after one year: 1 month
 - after three years: 2 months
 - after five years: 3 months
 - Termination must be done in provable way
- Specially protected employees: employees temporarily unfit for work, pregnant employees, employees on maternity/parental leave, trade union officials

Reduced-hours employment

- Same rights as other employee but some rights are calculated according to the limited employment

Employment of foreigners

- Iceland is a member of the European Economic Area (EEA) which unites the EU Member States and the three EFTA States (Iceland, Liechtenstein and Norway) into one Single Market governed by the same basic rules in the area of free movement of goods, capital, services and persons. Iceland is also a member of various international organizations such as the International Labour Organization (ILO), the World Trade Organization (WTO) and the Organization for Economic Co-operation and Development (OECD).
 - EU citizens – no restrictions, notification of employment towards Labour Office
 - Non-EU citizens – visa required. Employment permit generally needed
-

Other employer's duties	<ul style="list-style-type: none"> • Health and safety at the workplace • Mandatory medical examinations (pre- and post-employment and periodic) and agreement with provider of employment medical services
Employees' representation	<ul style="list-style-type: none"> • Trade unions, work councils, representatives concerned with occupational safety and health protection • Minimum number of employees for establishing of trade unions: 2 • Have long tradition and they have a strong position in the labour market.
Employment private agencies	<ul style="list-style-type: none"> • Enable the employer to be more flexible with number of employees • Same salary and working conditions for agency employees must be guaranteed
Country specifics	<ul style="list-style-type: none"> • <i>Iceland has a quite well protected labour market, controlled by law, Trade unions agreements with the union of employers and personal labour contracts. The environment is like other Scandinavian countries except regarding termination of working contract but in Iceland the employers have strong position and rights to terminate labour contract than employers in some other Scandinavian countries.</i>

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In India, broadly speaking, there are two categories of employees, i.e. “workmen” and “non-workmen”. Workmen usually refer to persons employed in an industry to do work that is primarily not of supervisory, administrative or managerial capacity, with persons performing such functions or earning wages in excess of a prescribed limit being classified as non-workmen. The labour legislations that are applicable to an establishment would depend on the classification of employees as workmen or non-workmen, in addition to the nature of the work carried out by the establishment, the quantum of wages being paid, the State or States in which such establishment operates, etc.

It may also be noted that labour laws are a ‘concurrent’ subject- that is, a subject on which both the Central (Federal) Government and State Governments can enact legislation. Therefore (i) labour laws vary in detail from State to State in India; and (ii) our overview below is necessarily an abstraction, given such variance.

Employment contract

- Except for a few State legislations that require employers to provide a written appointment order, there is no general requirement for an employment contract to be in writing
-

Probation period

- While certain central legislations recognise the classification of employees as probationers, there are no specific legislatively prescribed protections or conditions attached to the same. As a matter of practice, probation periods are widely recognised and practiced in India.
 - State specific shops and establishments regulations usually recognise probation periods, and provide for termination of employment without notice during such probation period.
 - Generally speaking, all employees (regardless of classification) having completed between three (3) to six (6) months of continuous employment are entitled to a one (1) month notice period prior to the termination of their employment. Further, depending on the applicable State legislation, all employees are entitled to annual leave, casual/sick leave based on the number of days worked or by virtue of their employment, regardless of being on a ‘probation period’.
-

Fixed-term employment

- The term of employment is as agreed to between the employer and employee, and may be on a temporary (assignment or consultancy) or permanent basis, depending on the contractual arrangement between the parties.
 - Indian law recognises a special category of employees categorised as 'contract labour', i.e. workers temporarily hired through a third party contractor for specific temporary tasks. The Contract Labour (Regulation and Abolition) Act, 1970, prescribes certain registration requirements and procedural compliances for the employer and contractors, and primarily operates as a welfare legislation for this class of employees.
-

Remuneration

- Depending on the nature of the work performed and the contract of employment, wages or salaries may be paid on a hourly/weekly/fortnightly/monthly basis.
 - Additionally, the Equal Remuneration Act, 1976, provides that an employer cannot discriminate against female employees in recruitment and work conditions, and cannot pay any worker remuneration at rates less favourable than those paid to employees of the opposite sex for performing the same or similar work.
 - Apart from the above, and depending on the quantum of the remuneration payable, the nature of the establishment, number of employees, etc. the employer may be required to:
 - (i) pay salaries before the expiry of the seventh or tenth day after the last day of the wage period;
 - (ii) pay a mandatory bonus to its employees; or
 - (iii) contribute to government mandated provident fund, pension funds or employee insurance programmes on behalf of the employee.
-

Scheduling

- Most Central and State legislations prescribe a maximum of forty eight (48) working hours per week with a mandatory weekly holiday for employees with a provision for a compensatory leave in case the employee works during the mandatory weekly holiday.
 - Employers are free to schedule work timings, provided that mandatory food and rest breaks are provided after a requisite number of hours. Shift working would require additional permissions from the concerned labour department with additional conditions imposed on night time shifts and employment of women during such shifts.
 - Overtime is permitted up to a maximum daily/weekly/monthly limit.
-

Salary surcharges	<ul style="list-style-type: none"> • Overtime pay is calculated at twice the rate of regular wages. • Work during the weekly holiday or any public holiday would require either compensatory paid holiday or overtime pay.
Minimum Salary	<ul style="list-style-type: none"> • Certain sectors have prescribed minimum wages as specified under the Minimum Wages Act, 1948, and as amended by the appropriate State/Central Government from time to time. • Apart from the above, there is no national minimum salary mandate across all employments.
Statutory levies	<ul style="list-style-type: none"> • Based on the number of employees, nature of establishment and the quantum of remuneration payable, employers may be required to contribute a sum of up to twelve percent (12%) of the employee's salary as the employer's contribution to be spread between government mandated provident fund schemes, pension schemes or insurance schemes. • Employees may contribute an equivalent portion of their salary towards the aforementioned schemes.
Annual leave	<ul style="list-style-type: none"> • Depending on the applicable legislation, employees are entitled to a fixed number of annual leaves, or pro-rated annual leaves based on the number of days worked, between twelve (12) to eighteen (18) days a year, which may be carried over or encashed subject to the State-specific limit. • Employees are further entitled to certain national/festival holidays, and an additional day of leave on designated days and voting days. • Employees are usually entitled to a fixed number of sick leaves that average about ten (10) to twelve (12) days annually depending on location, and may also be entitled to casual leave. • Depending on the applicable legislation, organisations may establish specific leave policies providing for how such leave may be availed.
Non-competition covenant	<ul style="list-style-type: none"> • Non-compete clauses are generally unenforceable in India, as any agreement in restraint of trade is considered void, but employers include such language for persuasive value.

- Employers looking to enforce non-competes usually put employees on 'garden leave', whereby they continue to pay the employee a salary with the understanding that the employee will not join a competitor during such period.
- Non-competes may be indirectly enforced by enforcing confidentiality clauses in an employment agreement, provided however that the onus is on the employer to prove that such employee was in possession of specialised information or training.

Maternity protection

- Depending on the nature, the number of employees in an establishment and the number of days such employee has worked, women employees are entitled to paid maternity leave of twenty six (26) weeks, with additional leave for pregnancy related illnesses and sterilisation operations. In case of women who have already had two (2) or more children, or if the woman is adopting or commissioning a child, the period of maternity leave is reduced to twelve (12) weeks.
- Employees availing the aforementioned maternity leave are protected from dismissal or variation in their terms of employment, except in cases of gross misconduct.
- In addition to the aforesaid, women are entitled to regular nursing breaks, medical bonuses, creche facilities and where possible, work from home arrangements.

Termination

- On having completed a minimum period of employment, employees are entitled to a notice period of thirty (30) days prior to termination, or salary in lieu of such notice.
- With respect to specified industries, prior permission is required to terminate such workmen. Additionally, in the event of a retrenchment or redundancy, workmen are entitled to a retrenchment bonus calculated on the number of years worked.
- Additionally, and depending on the establishment, employees who have worked for longer than five (5) years may be entitled to a gratuity payment on termination/retirement.

Reduced-hours employment

- While there are no specific provisions governing reduced hours employment, variation of the terms of service unilaterally, and to the detriment of such employee may result in a legal challenge to such decision.
-

Employment of foreigners

- Foreigners are permitted to work in India upon duly obtaining an Employment Visa which is usually granted for a one (1) year period and can be subsequently extended.
 - Certain prescribed criteria such as a minimum remuneration threshold, nature of employment and the like need to be fulfilled by foreigners seeking to obtain an Employment Visa.
 - Upon arrival in India, foreign employees are required to register with the concerned State authority, subject to the duration of the visa.
 - Foreigners are entitled to participate in certain social welfare schemes in India if they are from countries with which India has entered into social service agreements.
-

Other employer's duties

- Ensuring health and safety at the workplace.
 - Provision and maintenance of facilities such as rest rooms and drinking water.
 - Obtaining registration for the workplace under the applicable labour legislations and maintaining the requisite registers
-

Employees' representation

- Formal employee representation is usually only recognised with respect to workmen employees, with the exception of trade unions.
 - Depending on the number of employees, representation of workmen interests are usually through a 'Works Committee', "Grievance Redressal Committee" or a trade union.
 - Trade unions usually require a minimum of seven (7) or more employees to be formed, with a minimum of ten percent (10%) of the workforce or one hundred (100) employees (whichever is lower) required before it can be registered.
-

Employment private agencies

- As stated earlier, 'contract labour' may be employed as and when required.
 - Employers and contractors are required to be registered prior to the use of contract labour.
 - Additionally, the legislation provides for the provision of requisite facilities, and also makes the employer responsible in circumstances where the contractor fails to make payments to the 'contract labour'.
-

Country specifics

- *Establishments having ten (10) or more employees are required to formulate an anti-sexual harassment policy and subsequently set up an internal complaints committee to address such complaints, under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013.*
 - *Under the Industrial Employment (Standing Orders) Act, 1946, certain establishments having one hundred (100) workmen, or such lower number determined by the State or Central Government, are required to formulate standing orders dealing with classification of workmen, shift working, termination, attendance etc.*
-

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Employment contract

- Orally or in writing.
 - Fixed-term Employment contract must be in writing.
-

Probation period

- Up to 3 months only for indefinite-term contract.
 - During probation period both parties may terminate the employment with immediate effect without stating a reason.
-

Fixed-term employment

- Initial term of not more than 2 years.
 - May be extended once, maximum 1 year.
 - May be renew once, maximum 2 years.
-

Remuneration

- Payable monthly.
 - Salary assessment: possible (allows changes with employee's consent).
 - Must be paid in Indonesian rupiah.
-

Scheduling

- Standard: no more than seven hours per day, 40 hours per week, and 6 days per week; or no more than eight hours per day, 40 hours per week, and 5 days per week.
 - Mandatory 30 minutes rest break after 4 hours of work
 - Overtime: maximum 4 hours a day and 14 hours a week.
 - Night Work: between hours of 11.00 p.m. and 7.00 a.m
 - Various forms of flexible scheduling for working hours available
-

Salary surcharges

- Overtime work – payable at the rate of 1.5 times the hourly wage for the first hour, and double the hourly rate thereafter.
 - Work on public holidays – compensatory paid time-off; in essence it is prohibited unless the nature of the job required such, or has been agreed by both parties. Payment is double the normal pay
 - Weekend work – Payment is double the normal pay
-

Minimum Salary

- Depends on the nature and location of the business, determined annually by the governor of the particular region based on a recommendation from the provincial council of the wages
- Minimum salary in Jakarta of 2017: IDR 3.648.035

Statutory levies**Employment BPJS**

	Employee	Employer
Work Accident	-	0.24%
Death Security	-	0.30%
Pension	1%	2%
Old Age	2%	3.70%

Health BPJS

Work Accident	4%	1%
---------------	----	----

Annual leave

- 1 day leave with pay for every 23 working days up to a maximum 12 days per year.
- Accumulation of annual leave is not allowed in theory. Leave must be taken within six months after accrual or it is forfeited. On termination of employment, employees are entitled to compensation in lieu of unused annual vacation time.

Non-competition covenant

- Possible but limits not court tested. May not survive post-termination for individual employees who are not also owners.

Maternity protection

- 3 months maternity leave with full pay for pregnant employee
- in the event of a miscarriage, a female employee will be entitled to 1.5 months of paid leave.
- Male employees are entitled to two days' paid paternity leave for the birth of their child.

Termination

- the employer must obtain Labor Court approval or agreement of the employee, with limited exceptions as discussed below.

Approval from the Labor Court is not required under the following circumstances:

- During the probationary period, if it has been previously specified in writing as a condition;

- For voluntary and unconditional resignation (in writing);
- At normal retirement age as established by the individual or collective labor agreement (CLA), or company regulations;
- Upon completion of the employment period for temporary employees;
- On the death of the employee; and
- Due to alleged or actual criminal actions resulting in legal proceedings or incarcerations that interfere with the employee's ability to work for more than six months.

Termination entitlements are specified in the Labor Law including severance pay, service pay and various forms of compensation

In case the plan to terminate an employee is disputed, then the termination process, in theory, may take up to approximately 140 working days to complete, from bipartite negotiations through to a Supreme Court decision (i.e., if the Labor Court decision is appealed). During the termination process the employer is still required to pay the salary and other benefits to the employee. In practice, litigation takes much longer particularly if there is an appeal, and the Supreme Court

Reduced-hours employment

- Regulated under the company regulation (work rules)

Employment of foreigners

- Prohibited from holding positions that deal with personnel and/or occupy certain positions.
- Employer of foreign labor is obliged to make applications and reports (including but not limited to RPTKA)
- Employment of foreign labor required the permit from the minister in charge
- Employees using foreign manpower are required to pay USD 100 per month for each foreign employee

Other employer's duties

- Health and safety at the workplace
- Protection for minors, women, and disabled person

Employees' representation

- Trade unions, and work councils
- Minimum number of employees for establishing of trade unions: 10

Country specifics

- *Holiday allowance is mandatory to be given towards employees who have worked for at least 1 month*

Global Employment Law

IRELAND

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Employment contract

- A written statement of terms of employment to be furnished to an employee within the first 2 months of the commencement of employment pursuant to the Terms of Employment (Information) Acts 1994–2014.
-

Probation period

- Discretionary.
 - Usually 6 months and extended by a further 5 months at the discretion of the employer.
-

Fixed-term employment

- Employees may not be employed on a series of fixed-term contracts indefinitely.
 - If an employee whose employment started before 14 July 2003 has completed 3 years' continuous service as a fixed-term employee, the employer may renew their fixed-term contract only once for a period of no more than 1 year.
 - If an employee who commenced employment on a fixed-term basis on or after 14 July 2003 has had two or more fixed term contracts, the combined duration of the contracts shall not exceed four years.
 - After this, if the employer wishes to renew the contract, it must be an open-ended contract unless there are objective grounds justifying the renewal of the contract for a fixed term only.
-

Remuneration

- Payable weekly/monthly.
-

Scheduling

- The Organisation of Working Time Act 1997 provides the maximum average working week for many employees cannot exceed 48 hours. This is calculated in one of the following ways:
- Over 4 months for most employees.
- Over 6 months for employees working in the security industry, hospitals, prisons, gas/electricity, airport/docks, agriculture and employees in businesses which have peak periods at certain times of the year such as tourism.

- Over 12 months where there has been an agreement between the employer and the employees to this effect. The agreement between employer and employees must be approved by the Labour Court.
- Rest periods - Employees are entitled to a break of 15 minutes after a 4.5 hour work period. An employee working for more than 6 hours is entitled to a break of 30 minutes, which can include the first 15-minute break. There is no entitlement to be paid during these breaks and they are not considered part of working time.

Salary surcharges

- Employers are not statutorily obliged to pay overtime.
- Work on Public Holidays – qualifying employees are entitled to one of the following:
 - A paid day off on the public holiday
 - An additional day of annual leave
 - An additional day's pay
 - A paid day off within a month of the public holiday
- Sunday Work - entitlement to extra pay may be agreed with the employer. Under the Organisation of Working Time Act, if there is no agreement pay, the employer must give an employee one or more of the following for Sunday work;
 - A reasonable allowance
 - A reasonable pay increase
 - Reasonable paid time off work

Minimum Salary

- The Minimum Wage in Ireland is €9.55.

Statutory levies

Various Further information to be provided on request

Payments during illness

- Not obligatory.
- Certain employers will pay sick leave pursuant to contract.
- Employees may be entitled to Illness Benefit from the Department of Employment Affairs and Social Protection.

Pension schemes

- By the state or private funds.
 - By the employer (discretionary).
 - No legal obligation on an employer to set up or contribute to a pension scheme. If an employer does not have a pension scheme it is required by law to provide employees with access to at least one Standard PRSA.
-

Annual leave

Annual leave entitlement is calculated as follows;

- An employee who has worked at least 1,365 hours in a leave year is entitled to the maximum of 4 working weeks' paid annual leave unless it is a leave year in which they change employment.
 - 1/3 of a working week for each calendar month in which the employee has worked at least 117 hours.
 - 8% of the hours worked in the leave year, subject to a maximum of 4 working weeks.
-

Maternity protection

- Employees are entitled to 26 weeks' maternity leave together with 16 weeks' additional unpaid maternity leave, which begins immediately after the end of 26 week maternity leave period.
 - Employers not obliged to pay employee on maternity leave.
 - Employees may be entitled to Maternity Benefit from the Department of Employment Affairs and Social Protection.
-

Non-competition covenant

- 6-12 months.
 - Typically an employer must demonstrate that the restrictive covenant is intended to protect a legitimate interest – trade secrets/client base etc.
 - The restrictive covenant should go no further than is reasonably necessary to protect the interest.
-

Termination

- Written Agreement
- Employees - Employees who have been in continuous employment for at least 13 weeks must provide employer with one week's notice of termination of employment. In the event that a greater amount of notice is specified in a contract of employment, then this notice must be given.
- Employers - Employers must give employees, who have been in continuous service, notice dependent on the length of the employee's service, as follows -

Duration of employment	Minimum notice
13 weeks to 2 years	1 week
2 years to 5 years	2 weeks
5 years to 10 years	4 weeks
10 years to 15 years	6 weeks
15 years or more	8 weeks

- Summary Dismissal: - Employer may summarily terminate in the event of gross misconduct or breach of duties (subject to the application of fair procedure).

- 6 months to bring claim for Unfair Dismissal from the date of the dismissal.

Reduced-hours employment

- Changes to contract of employment (reduction in hours) must be agreed between employer and employee.
- Lay Off: - An employer is temporarily unable to provide employee with hours of work.
- Short time: - Due to a reduction of the amount of work to be done, the employees pay or hours are less than half the normal weekly amount.

Employment of foreigners

- EU citizens do not require a visa to visit Ireland.
- Individuals from an EU member state or one of the countries of the EEA or Switzerland do not require an employment permit.
- Other countries – employment permit generally needed.

Other employer's duties

- Health & Safety at work.
- Fair Procedures – Disciplinary/Grievance.

Employees' representation

- Employees have a constitutional right to join a Trade Union.
- No legal obligation on an employer to negotiate with a Trade Union unless previously agreed.
- The Irish Congress of Trade Unions – 44 unions affiliated with ICTU north and south of the border.

Employment private agencies

- Agency workers do not have all the same employment rights as regular workers.
- Pursuant to the EU Directive on Temporary Agency Work, temporary agency workers have the right to equal treatment in basic working and employment conditions.
- This is governed by the Protection of Employees (Temporary Agency Work) Act.

Country specifics

- *Notice of termination subject to statutory minimums based on service (see above).*
- *The Employment Equality Act 1998 was amended by the Equality (Miscellaneous Provisions) Act 2015 which has the effect that an employer may set a mandatory retirement age if it is objectively justified.*
- *All employees are entitled by law to a written statement of salary.*

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- *An employer is responsible for paying employee PRSI contributions and an employee must be given a P60 or a P45 when their employment terminates.*
 - *Employers are legally required to keep detailed records of employees' starting and finishing times, hours worked and leave taken.*
 - *The Workplace Relations Commission issued a Code of Practice: Grievance and Disciplinary Procedures which provides that employers are required to have in place written grievance and disciplinary procedures.*
-

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Employment contract

- Need not be in writing. The employer must issue a written confirmation to the employee detailing the identities of the employer and employee, employment start date, description of main roles, name or title of direct supervisor, total number of payments to the employee as salary and the dates, normal length of working day or week, weekly rest day, details of payments for social benefits and their recipient
-

Probation period

- The period is not fixed;
 - Termination notices are set by law or longer if by agreement
-

Fixed-term employment

- Allowed
 - No specific time limit
-

Remuneration

- Payable monthly by the 9th of each month for the previous month
-

Scheduling

- Standard: up to 42 hours per week
 - Employer must keep records of each individual employee's working hours
 - Various forms of flexible scheduling for working hours available
-

Salary Surcharges

- Overtime – is normally paid on hourly basis in accordance with increasing rates in accordance with the overtime at a given day. Overtime can alternatively be paid for by adding a fixed component to the monthly payment provided that such payment is being checked for adequacy to the actual overtime on a periodical basis;
 - It may be agreed with certain senior employees (such as CEO) which are in a position that requires a high degree of trust that they will not be paid for overtime.
-

Minimum Salary

- ILS 5,300 per month (approx. 1,270 EUR)

Statutory levies

	Employee	Employer
Health insurance	3.1% - 5%	--
Social security insurance	0.4% - 7%	3.45% - 7.5%
Pension	5%	6.50%
Severance	--	8.33%

Annual leave

- Minimum of 16 days of annual paid leave. Increasing with seniority at workplace.
 - The leave must be coordinated in advance
 - Transfer of unused leave into next year possible unless limited by employer
 - compensation for unused leave mandatory upon employment termination
-

Non-competition covenant

- Limited practical usability
 - Up to 12 months after termination, withdrawal by the employer difficult
-

Maternity protection

- Minimal compensation of 50% of average earnings for every month
 - Paid maternity leave of up to 15 weeks for employees of less than 12 months; up to 7 weeks before giving birth;
 - Paid maternity leave of up to 26 weeks for employees of more than 12 months; up to 7 weeks before giving birth;
-

Termination

- Must comply with Agreement and abide by the following requirements by law:
 - Summons to hearing prior to termination; right to have an attorney present;
 - Evaluation of hearing;
 - Informing of termination;
 - Prior notice under law or agreement applies, whatever is longer; may not apply in cases of criminal activities or breach of fiduciary duties;
 - Prior notice can be waived and compensated for;
 - Severance is normally due unless extreme circumstance such as criminal offence towards the employer exists etc.
 - Specially protected employees: employees temporarily unfit for work, pregnant women, during fertility treatment, trade union officials
 - Possibility to dispute the validity of termination and termination procedure in court;
-

Reduced-hours employment	<ul style="list-style-type: none"> • Possible; • In certain matters the legal requirements are adjusted accordingly but the restrictions stay the same.
Employment of foreigners	<ul style="list-style-type: none"> • Labour laws – no restriction and no differentiation in comparison to local residents; • Must have a work permit to get a visa;
Other employer's duties	<ul style="list-style-type: none"> • Health and safety at the workplace; • Observe anti sexual harassment laws; • Non-discrimination;
Employees' representation	<ul style="list-style-type: none"> • Workers unions if the employees joined one; • Workplace employee committee if elected;
Employment private agencies	<ul style="list-style-type: none"> • Enable the employer to be more flexible with number of temporary employees • Same labour laws apply; • Arrangement is limited by time after which the employee will be considered as an employee of the employer;

ITALY

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Employment contract

- Shall be in writing and must include: place of work; starting date; termination date -if any; probation period clause; contractual level and duties; working time; compensation; typology of the agreement; specific clauses such as: non competition agreement; non solicitation; stability clause.
 - It is usually integrated by the NCBA (National Collective Bargaining Agreement)
-

Probation period

- Up to 6 months
 - The exact duration of the probation period may vary on the basis of the contractual level of the employee, according to the applicable NCBA
 - During probation period both parties may terminate the employment with immediate effect without stating a reason
-

Fixed-term employment

- Up to 36 months
 - May be extended five times, within 36 years
 - The termination date must be provided in writing by the employment agreement
-

Remuneration

- Payable monthly
 - Salary assessment: usually provided by the applicable NCBA
 - It must be sufficient and proportionate, and in compliance with the minimum salary provided by the NCBA
-

Scheduling

- Standard: 40 hours per week
 - Scheduling by employer, standard daily working times up to 13 hours
 - Overtime: annual limit 250 hours;
 - Various forms of flexible scheduling for working hours available
 - Pause every 6 hours
 - Rest: 11 hours every 24 hours; 24 hours every 7 days
-

Salary surcharges	<ul style="list-style-type: none">• Overtime work – surcharge as provided by the NCBA both in cash and in compensative rest.• Maximum of 250 hours of Overtime; maximum weekly working hours of 48 hours in 7 days• Work on public holidays – surcharge as provided by the NCBA• Night work – surcharge as provided by the NCBA• Weekend work – surcharge as provided by the NCBA		
Minimum Salary	<ul style="list-style-type: none">• Provided by the applicable NCBA		
Statutory levies	Health insurance (INAIL)	Employer May vary on the basis of the type of business and of the risk 30-40%	Employee -- 9-10%
Annual leave	<ul style="list-style-type: none">• Minimum of 4 weeks of annual paid leave• At least 2 weeks must be used in the current year• Transfer of unused leave into further years, compensation for unused leave possible only upon employment termination		
Non-competition covenant	<ul style="list-style-type: none">• Up to 3 years after termination, 5 years for executives• The non-competition agreement must envisage: the object, the geographical zone, the duration of the non-compete, the fair compensation		
Maternity protection	<ul style="list-style-type: none">• Mandatory maternity leave: between 2 months before and 3 months after the birth.• Optional Maternity Leave: it may be asked by parents until the 12th birthday of the child, for a maximum period 11 months (in total for both parents), which may vary according to the family situation.• Restriction of dismissal starting from the 1st day of pregnancy up to the 1st birthday of the child		
Termination	<ul style="list-style-type: none">• Immediate written termination during probation period, without notice and/or without any reason• Employee:<ul style="list-style-type: none">- May resign anytime for any reason whatsoever, giving a prior notice;		

- The resignation must be sent by means of formal templates on line;
- Could resign for just cause, without notice.
- Employer:
 - May terminate only for:
 1. Justified Subjective Reason: i.e. due to significant failure
 2. Justified Objective Reason: i.e. due to economical, technical or productive reasons.
 3. Just Cause: i.e. in case of serious breach of the trust relationship > without prior notice.
- Collective dismissals
 - Only in case of dismissal of more than 4 employees in 120 days;
 - A mandatory special termination procedure must be followed.
- Specially protected employees: sick employees, pregnant employees, employees on maternity/parental leave.
- Possibility to claim the lawfulness of the dismissal within 60 days from the dismissal letter with a formal contestation letter, which must be followed by a Court claim within the further 180 days.

Court Claim Proceedings

- Ordinary Labor Proceedings.
- Special proceedings in case of claim of dismissal with discriminatory or retaliatory nature or oral dismissal, or for companies with more than 15 employees (so called “Rito Fornero”).

Reduced-hours employment

- Part-time clauses must be made in writing.
- The employment agreement must envisage the daily, weekly and monthly working hours.
- There are some particular categories of employees who may have the priority in the grant of part-time.

Employment of foreigners

- EU citizens – no restrictions, notification of employment towards Labour Office
- Non-EU citizens – visa and employment permit generally needed

Other employer's duties

- Health and safety at the workplace
 - INAIL insurance
 - INPS social security public pension fund
-

Employees' representation

- Trade unions and employees representatives concerned health and safety protection
-

Staff-leasing

- Particular form of employment which consists in n. 2 agreements:
 - the staff-leasing agreement entered by and between the employer and the staff-leasing agency;
 - the employment agreement entered by and between the staff-leasing agency and the employee.
 - The employer uses employees hired by a third subject (HR agency).
 - In case of certain criticalities, the employees may claim the ascertainment of an employment agreement with the employee
-

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Employment contract

- Does not have to be in writing, but the terms and conditions of employment must be notified to the prospective employee in writing
 - Employers who continuously employ 10 or more employees are required to prepare and file with the authorities "Rules of Employment".
-

Probation period

- No explicit limit on the duration
 - If the employer refuses to employ the employee after the probation period, that constitutes the termination of the employment and the requirements therefor need to be met and the termination needs to be conducted with justifiable reasons.
-

Fixed-term employment

- Standard: up to 3 years
 - Up to 5 years with respect to positions requiring highly specialised skills and employees aged over 60
-

Remuneration

- Payable at least once a month
 - For reduction of remuneration, consent of the employee, amendment to the Rules of Employment or collective agreements is required.
 - Payment in Japanese Yen, unless otherwise agreed
-

Scheduling

- Standard: up to 40 hours per week and 8 hours per day
 - Overtime hours must be set out in the labour management agreement
 - Mandatory 45 minute break for 6 hour working days and 60 minute break for 8 hour working days
 - Overtime: annual limit of 360 hours if so set out in Rules of Employment or labour management agreements
 - Employer must keep records of each individual employee's working hours.
 - Various forms of flexible scheduling for working hours available
-

Salary surcharges	<ul style="list-style-type: none"> • Overtime work – surcharge of at least 25% of regular earnings • Work on public holidays and weekends – surcharge of at least 35% of regular earnings • Night work – surcharge of 25% of regular earnings • Combination of overtime work and work on holidays/week ends- surcharge of at least 60% of regular earnings • Combination of overtime work and night work- surcharge of at least 50% of regular earnings 		
Minimum Salary	<ul style="list-style-type: none"> • Set by the hour and varies by regions • In Tokyo, 958 JPY 		
Statutory levies		Employee	Employer
	Health insurance	Varies by industry	Varies by industry
	Social security insurance	Varies by industry	Varies by industry
Annual leave	<ul style="list-style-type: none"> • Minimum days of annual leave ranging from 10 days to 20 days are set in accordance with the duration of employment. • The employer is required to grant annual leave for the period and timing requested by the employee unless that interferes with the normal operation of the employer's business. 		
Non-competition covenant	<ul style="list-style-type: none"> • Non- competition obligation generally imposed upon the employee by operation of law during employment • After employment is terminated, non-competition obligation is not generally imposed upon the employee unless agreed in advance. 		
Maternity protection	<ul style="list-style-type: none"> • Maternity leave-6 months before and 8 months after delivery • Parental leave until child reaches 1 year of age (extendable up to 1 year and 6 months if certain requirements are met) • During the parental leave, the employer is not required to pay 		
Termination	<ul style="list-style-type: none"> • Termination by agreement • Without agreement, 30-day notice of termination required 		

- The above period can be shortened by paying average earnings for the number of days short of the required period.
- If termination lacks objectively reasonable grounds and is not considered to be appropriate in general social terms, it is treated as an abuse of rights and is invalid.
- The employer cannot terminate fixed term employment prior to the expiry of the term without any compelling reasons.
- Termination in violation of Rules of Employment, collective agreements or individual labour agreements unacceptable
- Employer may terminate employment by way of disciplinary action with immediate effect without paying severance money only in the case of an exceptionally gross breach of employee's duties or criminal offence set out in the Rules of Employment or individual employment agreement
- Specially protected employees: employees temporarily unfit for work, pregnant employees, employees on maternity/parental leave

Reduced-hours employment

- Employment schemes for shorter working hours than regular working hours
- Discriminatory treatment of reduced-hours employees who should be deemed to be equivalent to regular-hours employees is prohibited

Employment of foreigners

- Non-Japanese citizens – visa and employment permit needed

Other employer's duties

- Health and safety at the workplace
- Industrial accident compensation insurance

Employees' representation

- Trade unions
- Minimum number of employees for establishing of trade unions: 2

Employment private agencies

- Governmental licence or filing required

Country specifics

- *Rules of Employment must be prepared and filed with the authorities if the number of employees is 10 or more*
-

Global Employment Law

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Employment contract

- In writing and include (at least): name and residence parties, place of work, date of commencement of work, duration of the contract, number of holidays, notice period, salary, number of working hours, if a pension scheme is applicable and if a collective bargaining agreement is applicable
-

Probation period

- Maximum period in a fixed-term employment contract:
 - one month if the agreed duration of the agreement is less than two years
 - two months if the agreed duration of the agreement is two years or more
 - Maximum period in a permanent employment contract:
 - two months
 - The period has to be equal for both parties and may not be extended
-

Fixed-term employment

- The duration of one fixed-term contract is unlimited
 - However max. 3 fixed-term contracts in a row and in total not more than 24 months
-

Remuneration

- Payable weekly up to monthly
 - If the employee requests for payment in EUR, payment in EUR is obliged. Payment by transfer to a bank account is also possible
-

Scheduling

- Fulltime: standard 36/40 hours per week, 8 hours per day
 - Standard: max 12 hours for one-shift, 60 hours per week and average 48 hours per week in each period of 16 weeks. For every period of 4 weeks max 55 hours per week
 - Standard concerning breaks:
 - working day of more than 5,5 hours, the employee will be entitled to a break of (in total) 30 minutes
 - working day of more than 10 hours, the employee will be entitled to a break of (in total) 45 minutes
 - There are various exceptions
-

Salary surcharges

- No legal obligations

Minimum Salary

- The amount depends on the age of the employee. In case of an employee that works fulltime with an age of 22 (or more): 1.578 Euro per month (€ 72,83 per day)

Statutory levies

	Taxable income	Percentage (including percentage national insurance schemes)
1	Up to € 20.142	36,55%
2	From € 20.143 to € 33.994	40,85%
3	From € 33.995 to € 68.507	40,85%
4	More than € 68.507	51,95%

Payments during illness

- At least 70% of the salary during the first two years (with an exception for the first 2 days if agreed and to the extent that the salary does not exceed the maximum daily wage – as of 1 January 2018, € 209,26 gross per day)
- The first 52 weeks not less than the legal minimum wage

Pension scheme

- Not legally required

Annual leave

- At least 4 times the weekly work period
- Expiry date of:
 - statutory holidays: 6 months after the year
 - (time limit of) holidays over and above the statutory minimum: 5 years (unless agreed otherwise)
- Compensation for unused leave possible only upon employment termination

Non-competition covenant

- Possible in a permanent contract
 - Possible in a fixed-term contract if motivated in the contract that it is necessary because of substantial business interests
 - Must be agreed in writing
 - An employee could claim a compensation if the clause prevents them, to a large extent, from taking up employment with another employer
-

Maternity protection

- Pregnancy/maternity leave: 16 weeks in total
 - Paternity leave: 2 days paid, and 3 days unpaid
 - Parental leave: 26 times the weekly work period until child reaches 8 years of age
 - Prohibition of termination during the pregnancy, the maternity leave and 6 weeks after the maternity leave
-

Termination

- an employment agreement can be terminated:
 - by consent of the employee;
 - by giving notice with the prior consent of the Employee Insurance Agency (hereinafter: UWV) in cause of economic grounds or long-term disability;
 - by dissolution by the competent court (only in case of the grounds specified by law, or in case of an appeal against a UWV denial or consent);
 - for urgent cause (instant dismissal);
 - by mutual consent
- Extra rules for collective dismissals
- Prohibition of termination (other than consensual) during illness and pregnancy, or because of membership of participation body/trade union, etc.
- Possibility to dispute the validity of termination in court within 2 months from the last day of employment
- An employee – with an employment contract that has lasted 24 months or more – is entitled to a severance payment when the employer terminates (or does not renew/extend) the employment contract.

The statutory severance pay is calculated as follows:

- for the first ten years of service: multiply every six months of service by 1/6 of the monthly gross salary;
- for the following years of service: multiply every six months of service by 1/4 of the monthly gross salary;
- up to a maximum of € 79.000 gross or 12 months of gross salary (if that is more than € 79.000,-)

Until 2020 the severance payment will be 1/2 of a monthly salary for every period of six months during which the employee was employed after the age of 50 (if his/her employment agreement has lasted 10 years or more and the employer has employed 25 employees or more in the second part of the calendar year prior to the calendar year in which the employment contract will be terminated or will not be continued).

- Only in exceptional cases the employee will be entitled to an additional award (a fair compensation)
- If the employer and the employee terminate the employment contract by mutual consent, it is possible to agree on other arrangements

	<ul style="list-style-type: none"> • No later than one month before the expiry of a fixed-term contract the employer has to inform the employee in writing whether or not the employer will continue the employment agreement and under what conditions
Reduced-hours employment	<ul style="list-style-type: none"> • These employees must in principle be treated equally with permanent/fulltime workers
Employment of foreigners	<ul style="list-style-type: none"> • EU citizens – no restrictions • Non-EU citizens – visa and employment permit generally needed
Other employer's duties	<ul style="list-style-type: none"> • Health and safety at the workplace
Employees' representation	<ul style="list-style-type: none"> • Trade unions, work councils (if the company has 50 employees or more) and other employees' representations if the company has less employees
Employment private agencies	<ul style="list-style-type: none"> • Obligation to pay salary equal to own employees; prohibition of non-competition clause for temp workers
Country specifics	<ul style="list-style-type: none"> • <i>For companies operating in The Netherlands there are generally:</i> <ul style="list-style-type: none"> - <i>“Company” Collective Bargaining Agreements (hereinafter: CBAs); or</i> - <i>CBAs for specific industries, for instance, the metal or cleaning industry.</i> <p><i>Not all employers are bound by a CBA. Some industry-wide CBAs are declared generally binding by the Ministry of Social Affairs and Employment. In this case, if the activities of an employer fall under the scope of this CBA, the employer must still apply that CBA, even if it is not a party to it.</i></p> <ul style="list-style-type: none"> - <i>CBAs could differ from the legal rules above!</i> • <i>The law is expected change in the coming months, mainly regarding maximum duration of temporary contracts, entitlement to severance, and termination rules (which are expected to become slightly less formal).</i>

NEW ZEALAND

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Employment contract

- Individual employment contract must be in writing and include: parties' names, job description, place of work, working hours, wages/salary, explanation of dispute resolution services, employee protection provisions in case of restructuring, and process to resolve problems
 - Collective agreement must be in writing and include: a coverage clause, explanation of dispute resolution services and personal grievance process, provision for variation, an expiry date or event
 - Cannot be contrary to the law or inconsistent with the Employment Relations Act 2000
 - Terms otherwise open to negotiation
 - Contract should be signed before commencement to ensure enforceability of all provisions
 - *Proposed statutory reform: Pay rates must be included in collective agreements*
-

Trial Period

- Up to 90 days
 - During trial period the employer may dismiss the employee with immediate effect without stating a reason and the employee is not entitled to raise a personal grievance or other legal proceeding in respect of the dismissal
 - *Proposed statutory reforms: Trial period only available to businesses with fewer than 20 employees; employees to be given a reason for dismissal; permit certain claims of unjustified dismissal; introduce a dispute resolution process*
-

Probation period

- Parties may agree on a probation period
 - Must be specified in writing in the employment agreement
 - Standard termination processes apply and employees retain entitlements in relation to unjustifiable dismissal
-

Fixed term employment	<ul style="list-style-type: none"> • Parties may agree on a fixed expiry date, provided that the employer has genuine reasons based on reasonable grounds and advises the employee of those reasons and when or how their employment will end, and the same is recorded in writing in the employment agreement • Cannot be used as a trial or probation period • Cannot be used to exclude or limit an employee's legal rights
Remuneration	<ul style="list-style-type: none"> • Must be paid in cash (NZ banknotes and coins) unless the parties agree otherwise or the employee requests otherwise • Employment agreement generally specifies payment by way of direct credit or cheque • Frequency of payment negotiable between the parties
Scheduling	<ul style="list-style-type: none"> • Maximum standard: 40 hours per week, unless the parties agree otherwise • Where an employee works less than 40 hours a week, the employer must endeavour to schedule working hours over no more than 5 days a week • No restrictions on overtime • Restricted working hours for persons under 16 years old • Employer must keep written records of each employee's working hours • Flexible scheduling of working hours available
Meal and rest breaks	<ul style="list-style-type: none"> • Employees entitled to unpaid meal breaks and paid rest breaks • Time and length of breaks must be appropriate, but otherwise negotiable between the parties • Flexibility amongst industries • Option for employer to provide compensatory measures instead of breaks if the parties agree or the employer cannot reasonably provide breaks • <i>Proposed statutory reform: Guaranteed rest and meal breaks</i>
Salary surcharges	<ul style="list-style-type: none"> • Payment for overtime must be at least the minimum wage, but otherwise negotiable between the parties • 11 Public Holidays: <ul style="list-style-type: none"> ◦ Where employee works on a day that is their ordinary working day: surcharge of 50% plus entitled to an alternative paid holiday ◦ Where employee works on a day that is not their ordinary working day: surcharge of 50%

- o Where employee does not work and that day is their ordinary working day: 100% of average daily pay
- No statutory surcharge for weekend or night work

Minimum Salary

- Adult minimum wage (persons 16 years and over): \$16.50 per hour
- Starting-out minimum wage (16 and 17 year olds during their first 6 months employment; 18 and 19 year olds during their first 6 months employment where they had been receiving a specified social security benefit for at least 6 months prior; 16 to 19 year olds undertaking industry training for at least 40 credits a year): \$13.20 per hour (i.e. 80% of minimum wage)
- Training minimum wage (persons 20 years and over undertaking industry training for at least 60 credits a year; does not apply to employees being trained at work): 80% of minimum wage – \$13.20 per hour (i.e. 80% of minimum wage)
- Any employee involved in supervising or training other workers must be paid at least the adult minimum wage
- No minimum wage for persons under 16 years old
- *Proposed statutory reforms: Abolish the starting-out minimum wage; further increases of the adult minimum wage to achieve a targeted adult minimum wage of \$20 per hour by April 2021; introduction of a living wage for employees in core public services*

Statutory levies

	ACC	Working Safer	Kiwisaver (voluntary superannuation scheme)
Employee	1.39%	---	3% (min)
Employer	0.08% to to 3.32%*	0.08%	3%

*varies depending on the industry

Annual leave

- Minimum 4 weeks of annual paid leave
 - Annual leave accrues pro rata from commencement of employment, however employees are only legally entitled to take paid leave after 12 months continuous employment (and then every anniversary date thereafter)
 - Employees entitled to be paid for unused leave upon termination employment at 8% of their gross earnings
 - Employees may request that up to 1 week of their leave be paid out in cash instead of taking leave, however the employer has the discretion to refuse the request without reason
-

Non-competition covenant

- Must be necessary to protect legitimate business interest and reasonable in scope (it cannot simply be designed to prevent competition).
 - Terms otherwise open to negotiation
-

Maternity protection

- Expectant mothers are entitled to up to 10 days unpaid leave for pregnancy related reasons
 - Provided they have been in continuous employment for at least 6 months, an expectant mother or primary caregiver is entitled to up to 22 weeks government-paid parent leave (provided that certain criteria are satisfied)
 - *From 1 July 2020, government-paid parental leave will increase to 26 weeks*
 - A partner or spouse is entitled to up to unpaid leave of up to:
 - 1 week unpaid leave provided they have been in continuous employment for at least 6 months, or
 - 2 weeks unpaid leave provided they have been in continuous employment for at least 12 months
 - Parents are entitled to share in additional unpaid parental leave of up to:
 - 52 weeks total leave (including government-paid leave) where they have been in continuous employment for at least 12 months; or
 - 26 weeks total leave (including government-paid leave) where they have been in continuous employment for at least 6 months
-

Termination

- Immediate dismissal currently permissible during trial period
- Written notice of termination or dismissal:
 - Notice period must be 'reasonable' (commonly one month; usually specified in the employment contract)
 - Employer must have a genuine reason
 - Employer must act in good faith and follow a fair and reasonable process
- Summary dismissal:
 - No notice required
 - Only permissible in cases of 'serious misconduct'
 - Employer must have a genuine reason
 - Employer must act in good faith and follow a fair and reasonable process

- Redundancy and restructuring:
 - Must be the employer's last option
 - Notice required
 - Notice period must be 'reasonable' (usually specified in the employment contract)
 - Employer must act in good faith and follow a fair and reasonable process
 - No legal entitlement to redundancy compensation – negotiable between the parties
 - Some protection for specified groups of vulnerable workers where restructuring is due to the sale of a business
- Employees are entitled to raise a personal grievance disputing termination within 90 days
- *Proposed statutory reforms: To strengthen the rights of vulnerable workers when a business is sold; redundancy compensation*

Reduced-hours employment

- Employers prohibited from not committing to any working hours (i.e. 'zero hour' contracts prohibited)

Employment of foreigners

- NZ and Australian citizens (including persons born in the Cook Islands, Niue and Tokelau) – no restrictions
- NZ resident visa holders – no restrictions
- Work Visa is otherwise required
- There are a number of different types of Work Visas available, including Skilled Migrant, Working Holiday, and Seasonal Employer Work Visa

Other employer's duties

- Compliance with obligations imposed by Health and Safety at Work Act
- Must always act in good faith

Employees' representation

- Union membership voluntary
 - Minimum number of employees for establishing a trade union: 15
 - Unions traditionally have had significant bargaining power, but that has weakened under current legislation
 - *Proposed statutory reforms: To strengthen the power of unions and collective bargaining; and introduce fair pay agreements*
-

Country specifics

- *Reaching of certain age does not constitute a reason for termination*
 - *Reaching entitlement to superannuation payments does not constitute a reason for termination*
 - *Dispute Resolution Processes have been established and must be set out in an employment contract*
 - *The Employment Relations Authority are a specialist body which deal solely with employment related disputes where parties have been unable to come to a resolution themselves or through mediation*
 - *Proposed statutory reform: Foreign employees working in New Zealand to have the same protections and rights as New Zealand employees*
-

POLAND

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Employment contract

- In writing, includes: parties, type of agreement, date of conclusion, working and remuneration conditions, in particular: type of work, workplace, remuneration corresponding to the type of performed work, with salary components, employment proportion, date of commencing employment
-

Probation period

- Probation period, up to 3 months
 - Aimed at verification of the employee's qualifications and fitness to work at a particular position
-

Fixed-term employment

- Period of employment based on one contract, as well as the total period of employment based on several contracts between the same parties, may not exceed thirty-three months, and the total number of such contracts may not exceed three.
 - The above does not apply to fixed-term employment: in order to replace an employee during his justified absence; in order to perform casual and seasonal work; in order to perform work during the term of office; if the employer indicate objective reasons which can be attributed to the employer,
 - if the conclusion of contract serves to satisfy the actual periodical demands and is necessary in the light of all circumstances of the conclusion of the contract
-

Remuneration

- should in particular correspond to the type of work and qualifications required to perform it, and also take into account the quantity and quality of the work provided
- for the work already done (for the work not done only if the regulation constitutes so, eg. downtime due to the employer's fault)
- payable at least once a month, at a predefined time
- paid in money
- paid via bank transfer (if the employee give his assent)
- paid in Polish currency PLN (foreign currency is also allowed)
- the employee can not waive his right to remuneration

Scheduling

- Principle: 8 hours a day and an average of 40 hours in a 5-day work week in a period not exceeding 4 months (in justified cases it may be extended, but no more than up to 12 months)
- different working hours (equivalent working time, continuous work, intermittent working time, task-oriented work schedule, flexible working hours, system of weekend work)
- work schedule is drawn up by the employer
- break: daily rest (at least 11 hours), weekly rest (at least 35 hours), if the daily working hours exceed at least 6 hours - the employee has a right to take a break lasting at least 15 minutes (included in the working hours)
- overtime work: 150 hours in a calendar year, unless the collective agreement, work regulations or contract specifies a different limit

Salary surcharges

- overtime work - basic salary + supplement of 100% or 50% of remuneration for each hour of work; the employer may not pay a supplement if the employee receive a time off at his or her request (respectively: 1: 1 or 1: 1.5)
- night time work - basic salary + supplement of 20 % of remuneration for each hour of work
- work on Sundays and public holidays – another day off from work (if not - supplement to the salary of 100%, once in four week time the Sunday is free of work)

Minimum Salary

- 2.100 zł (PLN) gross

Statutory levies

	Employer	Employee
Pension	9,76%	9,76%
Disability	6,50%	1,50%
Accident	1,80% (*)	--
Illness	--	2,45%
Heath Care	--	9,00%
Work Fund	2,45%	--
The Guaranteed Employment Benefit Fund	0,10%	--
The Temporary Retirement Fund (special working conditions)	1,50%	--

(*)depends on the type of activity

Payments during illness

1. in total up to 33 days in a calendar year, and in the case of an employee over the age of 50 – in total up to 14 days in a calendar year - sick pay (80% of remuneration)

2. accident on the way to / from work or illness during pregnancy - in the period indicated in point 1 - sick pay (100% of remuneration)
 3. participation in the necessary medical examinations provided for candidates for donors of cells, tissues and organs as well as participating in the procedure of collecting cells, tissues and organs - in the period indicated in point 1 - sick pay (100% of remuneration)
- For the period indicated in point 1 – sick pay paid by employer
 - For the period longer than the period indicated in point 1 - sickness benefit paid by Social Insurance Institution (ZUS)

Pension schemes

Pension schemes include:

1st pillar – Social Insurance Fund operated by Social Insurance Institution

2nd pillar- Open Pension Fund (OFE).

3rd pillar - it is voluntary. It may include for example: Individual Retirement Account (IKE) and Individual Pension Security Account (IKZE).

Retirement age in Poland: 60 years – women, 65 years - men

Annual leave

- 20 days – if the employee has been employed for less than 10 years
- 26 days – if the employee is employed for at least 10 years
- the employee can not waive his right to annual leave
- the annual leave should be granted in the same year, in which the employee gained the right to it
- the unused annual leave should be granted no later than on 30th of September in the following calendar year
- the annual leave is granted in accordance to the vacation schedule or is individually agreed with the employee

Non-competition covenant

- during the employment relationship – on the terms specified in the contract
 - After the termination of employment – compensation for an employee - not lower than 25% of the remuneration received by an employee before the termination of the employment relationship for a period corresponding to the duration of the non-competition covenant.
-

Maternity protection

- Maternity leave:
 - 1) 20 weeks - in the case of the birth of one child at one birth;
 - 2) 31 weeks - in the case of the birth of two children at one birth;
 - 3) 33 weeks - in the case of the birth of three children at one birth;
 - 4) 35 weeks - in the case of the birth of four children at one birth;
 - 5) 37 weeks - in the case of the birth of five children at one birth.
 - Paternal leave (after the maternity leave):
 - 1) 32 weeks - in the case of the birth of one child at one birth;
 - 2) 34 weeks - in the case of the birth of more than one child at one birth;
 - Extended post-maternity leave: if the employee is employed for at least 6 months;
- Dimension: up to 36 months; granted for a period not longer than until the end of the calendar year in which the child turns six years old.
-

Termination

- Employment contract for a probation period of time:
 - 1) 3 working days, if the probation period does not exceed 2 weeks,
 - 2) 1 week, if the probation period is longer than 2 weeks,
 - 3) 2 weeks, if the probation period is 3 months.
- Fixed-term employment contract and employment contract for an indefinite period of time – depends on the time of the employment:
 - 1) 2 weeks, if the employee has been employed for less than 6 months;
 - 2) 1 month, if the employee has been employed at least for 6 months;
 - 3) 3 months, if the employee has been employed at least for 3 years.
- the notice period, covering a week or a month, ends on Saturday or on the last day of the month, respectively
- 3-month period of notice may be shortened if the notice of termination is due to the declaration of bankruptcy or employer's liquidation or for other reasons not attributable to the employee (not less than up to one month)
- at the time of termination, the employee may be granted a vacation leave or he may be released from the obligation to perform work, the employee also retain the right to remuneration

- termination of the contract or its termination without notice must be made in writing
- if the employer want to terminate employment contract for an indefinite period

of time

- termination of employment contract for an indefinite period of time or termination of the contract without notice (by the employer) shall require indication of the reason justifying the termination and instruction on the right of appeal to the labor court

Reduced-hours employment

- working hours of part-time employees shall be defined fractionally (no limits)
- the number of days and the number of hours in which a part-time employee provides work shall be specified in the work schedule
- the amount of remuneration and other work-related benefits shall be determined in proportion to the employee's working hours
- the part-time employee's annual leave shall be calculated in proportion to the working hours, based on 20 or 26 days - depending on his/hers work experience
- the employment contract should specify the permissible number of working hours exceeding the agreed working time of a part-time employee who, if exceeded, entitles the employee, in addition to his normal remuneration, to a salary supplement
- a guarantee of a minimum remuneration for performed work, calculated in proportion to the working hours
- if the part-time employee's daily working hours exceed at least 6 hours - the employee has a right to take a break lasting 15 minutes (included in the working hours)

Employment of foreigners

- EU Citizens – the free movement of labor, work permit do not needed
- Citizens of non-EU countries – residence title + work permit;
- For citizens: The Republic of Armenia, The Republic of Belarus, The Republic of Georgia, the Republic of Moldova, The Russian Federation and Ukraine - the simplified procedure

Other employer's duties

- work safety regulation (+training courses)
 - medical examinations (preliminary, periodic and control)
-

Employees' representation	<ul style="list-style-type: none"> • trade unions, worker's councils, employee's representatives • trade unions – at least 10 members • trade unions most often occur with employers, in whose capital the share of the Treasury can be recorded
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Employment private agencies	<ul style="list-style-type: none"> • temporary employment agency
------------------------------------	---

Country specifics	<ul style="list-style-type: none"> • <i>In March 2018, the Labor Law Codification Commission finalized work on the new Labor Code and the Code of Collective Labor Law. The projects were submitted to the Ministry of Family, Labor and Social Policy.</i>
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PORTUGAL

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Employment contract

- Is any contract (regardless if written or not) where a individual renders a paid activity to others (individual or company) according to pre set rules and under its supervision and direction.
- A written form is only mandatory on fixed term contracts.
- Whenever a written form is mandatory the following information has to be included:
 - a) Employer identification
 - b) Place(s) of work
 - c) Employee category and functions
 - d) Engagement date
 - e) Duration of the contract (on term contracts)
 - f) Holiday regime
 - g) Salary value and date of payment
 - h) Working time (maximum of 8 hours a day and 40 hours per week)
 - i) Labour accidents insurance policy and compensation fund
 - j) Identification of applicable collective agreement(when applicable)

Probation period

- Regular - Up to 90 days.
- 180 for function with complexity
- 240 for management functions
- During probation period both parties may terminate the employment with immediate effect without having to offer cause nor any compensation arising.

Fixed-term employment

- The term is only possible whenever required to overcome temporary needs of the employer
- The grounds have to be detailed
- Maximum limit up to 3 years

Remuneration

- Maybe fixed, variable or a combination of both
 - Payable monthly 14 month per year (holiday and Christmas entitlements)
 - Lunch allowance is, in many areas of activity, mandatory.
-

Scheduling

- Maximum 40 hours per week, 8 hours per day
- Mandatory break after 5 hours of work
- Work by shifts is possible, standard is 8 hour shift but can be up to 12 hours
- Overtime: annual limit 150 hours
- Employer must keep records of overtime
- Various forms of flexible scheduling for working hours available

Salary surcharges

- Overtime work – surcharge of at least 25% of average earnings, which may be partially included in salary; compensatory paid time-off may be agreed instead
- Work on public holidays – compensatory paid time-off; surcharge of at least 100% of average earnings may be agreed instead
- Night work – surcharge of 10% of average earnings; may be decreased by agreement
- Weekend work – surcharge of 10% of average earnings; may be decreased by agreement

Minimum Salary

- Established every year; for 2018 – 580,00EUR

Statutory levies

	Employee	Employer
Health insurance	--	--
Social security (includes sickness and pension protection)	11%	23,75 %

Accident insurance is mandatory and the value is determined according to the salary.

Mandatory payment by the employer of 1% for a compensation fund to be activated on the termination of contracts whenever the employer does not pay the labour credits

Annual leave

- Minimum of 22 working days of annual paid leave
- Many collective agreements set a minimum of 25 working days
- There is a mandatory period of minimum 10 consecutive days

Non-competition covenant

- Used mainly on management functions
- Maximum period of 2 years with exceptional cases 3 years; employee has to be compensated and there is no minimum fixed by law; compensation is often in the amount of the salary for the period of restraint.

Maternity protection

- Mother and father are entitled to an initial parental leave of 120 or 150 consecutive days, which may be shared between them
- The father has up to 25 days of leave with 15 being mandatory
- Employees with children of less than 12 years or children that are disabled or have a chronic health problem are entitled to have a flexible work schedule
- There are several entitlements for working parents.

Termination

- Immediate written termination during probation period
- Written agreement
- Dismissal is in general forbidden other than with cause
- Employer may terminate the contract with cause on:
 - Just cause (as a consequence of breach of duties by the employee, following a formal procedure);
 - Extinction of work post is subject due process involving formal procedure including a pre notice period between 30 and 75 days depending on the length of the contract under termination;
 - Dismissal for inadequacy is subject to due process involving a formal procedure and to a pre notice period between 30 and 75 days depending on the length of the contract
 - Collective dismissal is subject to due process involving a formal procedure and to a pre notice period between 30 and 75 days depending on the length of the contract
- Employee may terminate anytime with or without cause.
- Severance is due for termination on objective grounds (extinction of work post, dismissal for inadequacy, collective dismissal) varying with the duration of the contract under termination.
- Specially protected employees: pregnant employees, employees on maternity/parental leave, trade union officials
- Any dismissed employee may dispute the validity of termination in court within 60 days counting from the last day of employment, except for collective dismissal where the dispute can be raised up to 6 months from the dismissal date. To dispute the validity the employee has merely to invoke invalidity, with the employer bearing the burden of demonstration otherwise, i.e.: of the propriety of the dismissal, both in form (due process) and in substance (valid cause).

Reduced-hours employment

Not applicable

Employment of foreigners	<ul style="list-style-type: none"> • EU citizens – no restrictions, notification of employment labour authority is mandatory • Non-EU citizens – Residency visa with working authorization is required and follows formal procedure
Other employer's duties	<ul style="list-style-type: none"> • Health and safety at the workplace • Mandatory medical examinations (pre- and post-employment and periodic) and agreement with provider of employment medical services
Employees' representation	<ul style="list-style-type: none"> • Trade unions, work councils, representatives concerned with occupational safety and health protection
Employment private agencies	Not applicable
Country specifics	<ul style="list-style-type: none"> • <i>Collective agreements are quite common in Portugal. Numerous labour rulings are settled by reference to the appropriate collective agreements</i>

REPUBLIC OF CAMEROON

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Employment contract

- Either in writing or orally: But if written it may be documented in whatever manner the contracting parties find convenient.

Probation period

- Must be in writing
- Up to 6 months ; up to 8 months for managerial staff
- Both parties can terminate at any time without prior notice

Fixed-term employment

- Up to 2 years
- Renewable ONLY once with the same company
- Contracts of specified duration over 3 months or requiring a worker to leave his usual place of abode must be established in writing.

Remuneration

- Payable at regular monthly intervals at the end of each month but should not exceed the 7th of the month preceding the month the salary is due
- Mandatory payment in CFA Francs (XAF) any agreement to the contrary shall be null and void.

Scheduling

- Maximum of 40 hours per week

Salary surcharges

- Overtime work-surcharge of 20% for the first eight days and 30% for any days following.
- Night work-50%
- Sundays-40%

Minimum Salary

- 36,270 FCFA
-

Annual leave

- Every worker shall be entitled to paid leave
 - Leave shall accrue to the worker at a rate of one and a half working days per month of service for workers over 18 years.
 - Leave shall accrue to the worker at a rate of two and a half working days per month of service for workers who are 18 years or below.
 - Leave exceeding 12 days may be split up by the worker.
-

Non-competition covenant

- The worker shall be prohibited from undertaking in any other gainful activity unless there is an undertaking between the employer and the employee to the contrary.
 - The other gainful activity must not have any conflicting interest (s) or cause prejudice to the performance of his agreed services.
 - Parties may agree to a non compete agreement upon termination of the worker's contract under the following circumstances:
 - The contract is terminated by the worker and the employer defrays his travel expenses.
 - The contract is terminated following a serious offence committed by the worker.
 - Such prohibition shall not apply outside a radius of 50 kilometers.
 - Such prohibition shall not exceed one (1) year.
-

Maternity protection

- Maternity leave of 14 weeks of maternity leave and extended by 6 weeks in case of a duly certified illness either from the pregnancy or confinement
 - Maternity break of 1 hour daily for 15 months
 - Mothers shall have an increased leave period of 2 working days if they have any child who is less than 6 years old.
-

Termination

- Probationary hiring :
 - At any time and must not be in writing
- Contract of specified duration:
 - At the expiry of the pre-determined date.
 - By written consent of the parties.
- Contract of unspecified duration:
 - terminated at any time by either party subject to;
 - Written notice
 - The notice period is determined by the employee's category in the establishment and his longevity. In any case it shall never be less than 1 month or over 4 months.
 - Reasons for the termination must be spelled out.

- Immediate termination in any of the types of employment contracts shall be admissible only in cases of gross misconduct.
- Issuance of a certificate of service in all cases of termination.

Reduced-hours employment

not applicable

Employment of foreigners

- Must be endorsed by the Minister in charge of Employment and Vocational Training
 - Where the endorsement is rejected, the contract becomes null and void.
 - Where the Minister fails to announce his decision within 2 months of notification of the application, his approval shall be deemed to have been granted.
-

Other employer's duties

- Health and safety at work
-

Employees' representation

- Trade unions
 - Minimum number of employees for trade unions: 5
-

Employment private agencies

- Temporary job contractors
-

Country specifics

not applicable

REPUBLIC OF SERBIA

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Employment contract

- Must be in writing and include:
 - name and seat of the employer;
 - the personal name of the employee, place of residence or temporary residence of the employee;
 - type and level of professional education, respectively education of the employee, which are a condition for performing the work for which the employment contract is concluded;
 - the name and description of the work that the employee should perform;
 - place of work;
 - type of employment (indefinite or fixed-term);
 - the duration of the fixed-term employment contract and the basis for establishing a fixed-term employment relationship;
 - the day of commencement of work;
 - working hours (full, part time or shortened);
 - the amount of the basic salary on the day of conclusion of the employment contract;
 - elements for determining the basic salary, performance, salary compensation, increased earnings and other earnings of the employee*;
 - deadlines for payment of earnings and other remunerations on which the employee is entitled*;
 - duration of daily and weekly working hours*.

*The employment contract does not have to contain the elements aforementioned which are marked with * if they are determined by law, collective agreement, rulebook or other act of the employer in accordance with the law, in which case the contract must specify the act by which these rights were established at the moment of conclusion of the employment contract.

Probation period

- Up to 6 months;
- Before the expiration of the time for which the probation period is concluded, the employer or employee may terminate the employment contract with a notice period that can not be shorter than five working days. The employer is obliged to explain the cancellation of the employment contract.

- The employment relationship shall be terminated to an employee who has failed to demonstrate appropriate working and professional capabilities during the probation period on the date of the expiration of the period specified in the employment contract.
-

Fixed-term employment

- Up to 24 months (2 years) with interruptions or without interruption.
 - Notwithstanding with previously mentioned provision, a fixed-term employment contract may be concluded:
 - if this is necessary due to the replacement of a temporarily absent employee until his return;
 - to work on a project whose time is pre-determined, the longest until the end of the project;
 - with a foreign citizen, based on a work permit in accordance with the law, until the expiration of the period for which the work permit was issued;
 - to work in a newly established employer whose entry in the registry with the competent authority at the time of the conclusion of the employment contract is not older than one year, for a total duration not exceeding 36 months;
 - with an unemployed person, to whom is missing up to five years until the fulfillment of one of the conditions for exercising the right to old-age pension, not longer than the fulfillment of such condition, in accordance with the regulations on pension and disability insurance.
 - If a fixed-term employment contract is concluded contrary to the provisions of the law or if the employee remains at work with the employer at least five working days after the expiration of the time for which the contract is concluded, the employment relationship is considered to be indefinite.
-

Remuneration

- Payable monthly
 - Work assessment: possible (allows changes based on the decision of the employer)
 - Mandatory payment in Serbian dinars – RSD
-

Scheduling

- Full-time work: 40 hours per week for one-shift operations; it can be determined that full-time work is shorter than 40 hours per week, but not shorter than 36 hours per week

- Scheduling by employer, daily shift 8 hours, could be up to 12 hours in some cases•
- An employee who works at least six hours a day has the right to rest during daily work for at least 30 minutes
- An employee who works longer than four and less than six hours a day has the right to rest during work for at least 15 minutes
- An employee who works longer than 10 hours a day has the right to rest during work for at least 45 minutes
- Rest during work could not be used at the beginning and at the end of working hours
- Overtime work could not last more than 8 hours per week; An employee could not work longer than 12 hours a day, including overtime work
- Employer is obliged to keep records of each individual employee's working hours
- Various forms of flexible scheduling for working hours available

Salary surcharges

- Work on the day of the holiday which is a non-working day – surcharge of at least 110% of the employee's basic salary;
- Night work if such work is not valued when determining the basic salary – surcharge of at least 26% of the employee's basic salary;
- Overtime work – surcharge of at least 26% of the employee's basic salary;
- Seniority compensation - On the basis of the time spent on work for each full year of work realized in the employment relationship with the employer – surcharge of at least 0.4% of the employee's basic salary.

If the conditions set forth have been met at the same time on several grounds, the percentage of salary surcharges could not be lower than the sum of percentages on each of the basis of the salary surcharge.

Minimum Salary

- The minimum salary is determined on the basis of the minimum labor cost determined in accordance with the law, time spent at work, and taxes and contributions paid out of earnings. In 2018, minimum salary shall vary between RSD 22,880.00 net (approx. EUR 190.00) respectively RSD 30,499.00 gross (approx. EUR 255.00) and RSD 26,312.00 net (approx. EUR 220.00) respectively RSD 35,395.00 (approx. EUR 295.00), depending on the number of working days in the month/ the number of working hours per month
-

Statutory levies

	Employee	Employer
Pension and disability insurance	14%	12%
Health insurance	5.15%	5.15%
Unemployment insurance	0.75%	0.75%

Annual leave

- Minimum of 20 working days of annual paid leave
 - An employee has the right to use the annual paid leave after one month of continuous work in the calendar year from the date of the establishment of the employment relationship with the employer
 - The annual leave could be used in one or in two or more parts and if an employee uses annual leave in parts, he is obliged to use the first part for at least two working weeks continuously during the calendar year, and the remainder by no later than June 30 of the following year
 - An employee has the right to use his annual leave in two parts, unless he agrees with the employer to use his annual leave in several parts
 - The annual leave must be ordered by the employer at least 15 days in advance; the employer may change the time determined for using the annual leave if required by the needs of the work, no later than 5 working days before the date determined for the use of the annual leave
 - In the event of termination of employment, the employer is obliged to pay a monetary compensation instead of using the annual leave to an employee who has not used the annual leave in whole or in part, in the amount of the average salary in the previous 12 months, in proportion to the number of days of unused annual leave
 - An employee who has not used a annual leave in the calendar year in whole or in part due to absence from work for the use of maternity leave, absence from work for child care and special care of the child - has the right to use that annual leave until June 30 of the following year
-

Non-competition covenant

- Non-competition covenant can only be established if there are conditions for employees to acquire new, especially important technological knowledge, a wide range of business partners, or to get to know important business information and secrets
 - Up to 2 years after termination of the employment, it may be concluded if the employer obliges with the employment contract to pay to the employee a fee in the contracted amount
-

Maternity protection

- An employed woman is entitled to absence from work due to pregnancy and childbirth, as well as absence from work due to child care, for a total of 365 days
- An employed woman has the right to commence maternity leave based on the findings of the competent health authority at the earliest 45 days and obligatory 28 days before the time determined for childbirth
- Maternity/paternity leave lasts up to three months from the day of delivery
- An employed woman/man, upon the expiry of maternity/paternity leave, has the right to absence from work due to child care until the expiration of 365 days from the day of commencement of maternity/paternity leave
- An employed woman/man is entitled to maternity/paternity leave and the right to absence from work for child care for the third and every next newborn child for a total duration of two years
- One of the parents of a child who needs special care due to a severe degree of psychophysical impairment, except for the cases stipulated by the regulations on health insurance, has the right to leave the work or to work with half of the full hours after the expiration of maternity/paternity leave and absence from work for the care of the child, up to 5 years of age of the child
- One of the parents with a child up to three years of age may work overtime, or during night, only with their written consent

Termination

- Expiration of the period for which it was concluded
- When the employee reaches 65 years of age and at least 15 years of service, unless the employer and employees agree otherwise
- Written agreement between the employee and the employer
 - Prior to signing the agreement, the employer is obliged to inform the employee in writing about the consequences that occur in the realization of the right to unemployment
- The termination of an employment contract by an employer or an employee
 - An employee has the right to terminate the employment contract on his request
 - The employee terminates the employment contract in writing, at least 15 days before the date the employee stated as the day of termination of employment (notice period)

- o A longer notice period may be established by general act or employment contract, but not longer than 30 days
 - o Employer may terminate employment contract to the employee on the grounds specified by law (justifiable reason relating to the employee's ability to work and his behaviour, violation of work obligations by employee, disrespect of work discipline by employee, on the basis of technological, economic or organizational changes, refusal of employee to conclude an annex to the contract in accordance with the law); often special termination procedure and rules for delivery of the documents must be followed
 - At the request of a parent or guardian of an employee younger than 18 years of age
 - The death of an employee
 - Regardless of the will of employee or will of the employer:
 - o The employee has lost his working capacity
 - o An employee is forbidden to perform certain jobs and he can not be provided with other jobs
 - o Due to serving a prison sentence, an employee must be absent from work for more than six months
 - o A security measure, educational or protective measure has been imposed to an employee, lasting longer than six months and therefore employee must be absent from work
 - o In case of termination of the work of the employer
 - In other cases determined by law
 - The amount of the severance payment is determined by general act or employment contract
 - o It could not be lower than the sum of one third of the earnings of an employee for each completed year of employment at the employer with whom the employee is entitled to severance pay
 - o at the time of retirement - at least equal to two average earnings paid in the Republic of Serbia, according to the latest published data of the republic authority in charge of statistical affairs
 - Collective dismissals – mandatory special termination procedure for multiple redundancies
 - Specially protected employees: pregnant employees, employees on maternity/parental leave, trade union officials
 - Possibility to dispute the validity of termination in court within 60 days from the day of receipt of the decision of termination of employment
-

Reduced-hours employment

- An employee who works in particularly difficult, hard and harmful work, as defined by law or general act, in which despite the application of appropriate safety measures and protection of life and health at work, means and equipment for personal protection at work there is an increased detrimental effect on health of the employee - the working hours are reduced proportionally to the detrimental effect of working conditions on the health and work capacity of the employee, and at most 10 hours a week (high-risk jobs)
 - The reduced working hours are determined based on expert analysis
 - Equal rights as full-time employees
-

Employment of foreigners

- EU and NON-EU citizens – visa and employment permit generally required
-

Other employer's duties

- Health and safety at the workplace
 - Provide the employee with a notice on working conditions, organization of work and rights and obligations arising from regulations on work and regulations on safety and protection of life and health at work
 - Provide the employee with the conditions for performing the tasks determined by the employment contract
 - Request the opinion of the trade unions in cases established by law, and within an employer with whom the union is not formed – request the opinion of the representative appointed by the employees
 - Delivery of notifications to employees when establishing employment relationship regarding rights and obligations of the company according to the Law on prevention of harassment at work and Law on protection of whistleblowers
-

Employees' representation

- Trade unions, council of employees
 - Specific percentage of employees for establishing of trade unions
 - The employees within the employer who has more than 50 employees could form council of employees
-

Employment private agencies

- This area is not regulated by law, the adoption of law is expected in the future
 - Outsourcing is applied in practice, but there is no regulation that governs or guarantees the rights of employees in that position
-

Country specifics

- *A complicated structure of earnings*
 - *Special termination procedure and rules for delivery of documents must be followed*
-

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Employment contract

- Must be in writing and include: work location, job description, employment start date (employment term, as well as the grounds for entering into a fixed-term employment contract in case a fixed-term employment contract is entered into), remuneration, working hours, terms of social security
-

Probation period

- Up to 3 months; up to 6 months for top managers. In case the term of a fixed-term employment contract does not exceed 6 months, the probation period can not exceed 2 weeks
 - During probation period either party may unilaterally terminate the employment with a written notice (made 3 days prior to the employment termination). In case of employment termination on the employer's initiative, the reasons for the employment termination must be listed
-

Fixed-term employment

- Up to 5 years
 - May be concluded only in case there are grounds for concluding a fixed-term employment contract stipulated by the Russian Labor code (e.g., a fixed-term employment contract may be concluded with an employee replacing an employee on a maternity leave, with an employee, having an internship, etc.). In case a fixed-term employment contract is concluded in the absence of such grounds, it is presumed that the employment contract is concluded for an unlimited term
-

Remuneration

- Payable at least once a fortnight
 - Salary assessment: possible (allows changes without employee's consent. However, compelling reasons, stipulated by the Russian Labor Code must be present. E.g. salary assessment is possible during a standby period)
 - Mandatory payment in Russian Roubles (with limited exceptions)
-

Scheduling

- Standard: 40 hours per week
 - Mandatory 30 minute food and rest break
 - Overtime: annual limit 120 hours; no more than 4 hours overtime during 2 consecutive days
 - An irregular working day can be set. It means that an employee may periodically be required to work overtime without additional compensation in salary. However, such employee is entitled for an additional paid leave (at least 3 calendar days per year)
-

Salary surcharges

- Overtime work – surcharge of at least 50 % of average earnings for the first 2 hours of overtime work, surcharge of at least 100 % of average earnings for the following hours of overtime work; compensatory paid time-off may be agreed instead
 - Work on public holidays and weekend work – surcharge of at least 100% of average earnings; compensatory paid time-off may be agreed instead
 - Night work – surcharge of 20% of average earnings; may be increased by agreement
-

Minimum Salary

- RUB 9 489 (approx. EUR 135)
-

Statutory levies

	Employer	Employee
Income tax		13%
Health insurance	5,10%	
Social security insurance	2,90%	
Pension insurance	22.00%	

Annual leave

- Minimum of 28 calendar days of annual paid leave;
 - The annual paid leave may be split. At least one part of the annual paid leave must be 14 days long
 - A part of the annual paid leave, exceeding 28 calendar days may be replaced by the monetary compensation upon the employees request
 - Compensation for an unused leave possible only upon employment termination
-

Non-competition covenant

The employer may not limit the employee's right to work for competing companies. Russian courts consider this as a violation of the employee's rights to freely use his labor capabilities, provided by the Constitution of the Russian Federation.

However, in practice, non-compete covenants are sometimes included in employment contracts

Maternity protection

- Maternity leave (at least 70 calendar days prior to childbirth and at least 70 calendar days after childbearing)
- Maternity/paternity childcare paid leave until the child reaches the age of 3 years
- After the maternity/paternity leave, a reinstatement is granted. At the same time, the fixed-term employment contract with the replacing employee is subject to termination
- Parents may request shorter working hours
- Additional 30 minutes daily break for child nursing is provided for mothers having a child under 1,5 years
- Various preferences and guarantees when terminating an employment contract, other guarantees (in relation to paid leave, overtime work, night work, work on public holidays and weekend work, etc.)

Termination

The most common grounds for termination of an employment contract are:

- Termination with a 3 days prior written notice during probation period
- Expiration of a fixed-term employment contract
- Mutual consent
- Termination on the employee's initiative
 - Employee may terminate anytime for any or no reason with a 2 weeks prior written notice (the notice period may be longer for certain categories of employees)
- Termination on the employer's initiative
 - dissolving of an organization
 - reduction of number of employees in organization
 - inaptitude to the position held by the employee
 - repeated non-fulfillment of job functions by an employee without reasonable excuse if an employee has a record of disciplinary punishments
 - single gross violation of job duties by an employee (e.g., truancy, appearance at work in state of alcoholic, narcotic or other intoxication, etc.)
 - other grounds specified by the Russian Labor Code

Severance payment depends on termination grounds

Specially protected employees: pregnant women, employees, having children

Termination on the employer's initiative may be disputed in court

Reduced-hours employment

The working hours of an employee may differ from the standard of 40 hours per week (may be reduced). In such a case an employee retains all rights and guarantees provided by labor laws

Global Employment Law

Employment of foreigners	<ul style="list-style-type: none"> • Citizens of Belorussia, Kazakhstan, Kyrgyz Republic and Armenia – no restrictions • Citizens of other countries – visa and employment permit normally required
Other employer's duties	<ul style="list-style-type: none"> • Health and safety at the workplace • Mandatory social, health and pension insurance of employees • Other specific employer's duties may be stipulated in relation certain categories of employees (such as health checks, etc.)
Employees' representation	<ul style="list-style-type: none"> • Trade unions and unions thereof on regional and nationwide level • In state authorities or major organizations trade unions play a significant role in social partnership. In small organizations, trade unions are usually absent
Employment private agencies	<ul style="list-style-type: none"> • As a general rule, an employment private agency is the only organization, entitled for outstaffing in Russia • An employment private agency is subject to special accreditation and must meet certain requirements
Country specifics	<ul style="list-style-type: none"> • <i>Each employee has an employment history record book</i> • <i>Non-compete covenants are regarded by Russian courts as invalid</i> • <i>Russian courts usually take the employee side in case of dispute with an employer</i> • <i>State Labor Inspectorates, responsible for the protection of employees' rights. In case of non-compliance with the labor law, the employer may be fined</i>

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General Notes:

The key employment legislation in Singapore is the Employment Act ("EA"). The EA sets minimum terms and working conditions for non-managerial and non-executive employees, and managerial or executive employees earning a gross salary of less than S\$4,500 per month. Managerial or executive employees earning more than S\$4,500 a month are not covered by the EA.

This Fact Sheet does not cover the employment of the following classes of persons:

1. Seafarers (governed by the Merchant Shipping (Maritime Labour Convention) Act 2014).
2. Domestic Workers (governed by the Employment of Foreign Manpower (Work Passes) Regulations 2012).
3. Civil Servants and Statutory Board Employees (no governing legislation).

This Fact Sheet also does not take into account additional requirements which may be imposed on foreign employees by the Employment of Foreign Manpower Act.

Employee Categories

Category 1

1. *Workmen* with a gross monthly salary of not more than S\$4,500.
2. *Non-workmen* employees with a gross monthly salary of not more than S\$2,500.

Category 2

1. *All Employees* not in Category 3.
2. *Managers and Executives* with a gross monthly salary of not more than S\$4,500.

Category 3

- Managers and executives* with a gross monthly salary of more than S\$4,500.

Employment contract

- No legal requirement for employment contract to be in writing. However, employers must at least issue a written document (which need not be in the form of a contract) to each employee, who is employed for a period of at least 14 continuous days, setting out 19 specified key employment terms.

Probation period

- Probation periods are not mandatory. Employment during the probation period is subject to the same laws governing non-probationary employment.
-

Fixed-term employment

- Employees working under a fixed-term employment contract are generally subject to the same governing laws as non-fixed-term employment.

Remuneration

- Maximum salary period is one month.
 - Salary assessment/revision unregulated by legislation and is dependent on terms of employment contract.
 - Remuneration must be payable wholly in legal tender.
- Freedom of contract – the employer and employee may agree to any mutually acceptable arrangement.

Scheduling

- Employees are generally not to be required to work for more than 9 hours a day or 44 hours in a week. Employees are to be given not less than 1 rest day without pay each week
 - Employees are generally not to be required to work more than 6 consecutive hours without a period of leisure.
- Freedom of contract – the employer and employee may agree to any mutually acceptable arrangement.

Salary surcharges

- An employee who works on a working day for a period exceeding his ordinary daily work hours is entitled to 1.5 times his hourly rate of pay for each hour on which he works in excess of his ordinary daily work hours.
- Freedom of contract – the employer and employee may agree to any mutually acceptable arrangement. However, employees who work on public holidays at the employer's request are entitled to overtime pay or time off-in-lieu.
- Freedom of contract – the employer and employee may agree to any mutually acceptable arrangement.

- Further overtime payments are to be made to employees who work on rest days or public holidays.

Minimum salary

In general, no minimum salary prescribed by law. However minimum salaries for Singapore Citizens and Permanent Residents (“SCPRs”) are imposed on employers in the Cleaning, Landscaping, and Security businesses as a condition of their business licence.

Statutory levies

- Central Provident Fund (mandatory national social security savings scheme) for SCPRs
 - Foreign Worker Levy
 - Skills Development Levy
 - Contributions to Self-Help Groups and Social Help and Assistance Raised by Employees
-

Annual leave

- Employee who works for an employer for at least 3 months is entitled to paid annual leave of at least 7 days in the first year, pro-rated to the number of days the employee remained in service in such year.
- Employee is entitled to an additional 1 day’s paid annual leave for every subsequent year of continuous service, subject to a maximum of 14 days.

Freedom of contract – the employer and employee may agree to any mutually acceptable arrangement.

Non-competition covenant

- Non-competition covenants are governed by general principles of contract law, which generally hold such clauses unenforceable unless justified as protecting the legitimate interests of the parties and the public in general.

	Category 1	Category 2	Category 3
Maternity protection	<ul style="list-style-type: none"> - Mothers of newborn children born as Singapore Citizens will be entitled to 16 weeks of paid maternity leave subject to fulfilment of statutory conditions. - Every working father is entitled to 2 weeks of paid paternity leave per newborn children born as Singapore Citizens subject to fulfilment of statutory conditions. - A parent who has served his employer for a continuous period of at least 3 months and who has a child who is a Singapore citizen is entitled to 6 days of childcare leave per year (if child is below 7 years old) and 2 days of extended childcare leave per year (if child is between 7 and 12 years old). - Non-Singapore Citizens are entitled to 12 weeks of paid maternity leave subject to fulfilment of statutory conditions. 		
			For non-Singapore Citizens, Freedom of contract – the employer and employee may agree to any mutually acceptable arrangement.
Termination	<p>Termination with prior notice</p> <ul style="list-style-type: none"> - Minimum notice period for termination of employment must be the same for both employer and employee termination and is as follows • Employment for less than 26 weeks – 1 days' notice; • Employment for not less than 6 months but less than 2 years – 1 weeks' notice; • Employment of not less than 2 years but less than 5 years – 2 weeks' notice; and • Employment of not less than 5 years – 4 weeks' notice. 		Freedom of contract – the employer and employee may agree to any mutually acceptable arrangement.

Category 1

Category 2

Category 3

- The employer or employee may elect to pay the other party a sum equivalent to the gross wages of the employee for the notice period in lieu of serving out the period of notice.

Termination without prior notice

- Either the employee or employer may terminate employment without notice in the event key employment terms have been breached. Legal advice should however be sought first before doing so.
- If an employee is alleged to have committed an act of misconduct, the employer must conduct an inquiry before deciding whether to dismiss an employee or to take other forms of disciplinary action

Reduced-hours employment

- All employees who are under a contract of service to work less than 35 hours a week are deemed to be part-time employees and their contracts for service are subject to special requirements.
- Freedom of contract – the employer and employee may agree to any mutually acceptable arrangement.

Employment of foreigners

- Persons who wish to work in Singapore and who are not SCPRs are considered foreign employees and must in general have a valid Singapore work visa in order to legally work in Singapore.

Global Employment Law

Category 1

Category 2

Category 3

- The foreign workforce in Singapore is generally classified into three groups, which should obtain various types of passes before working in Singapore:
 - Professionals – may apply for an Employment Pass, EntrePass, or Personalised Employment Pass;
 - Skilled and semi-skilled workers – may apply for an S Pass or Work Permit;
 - Trainees and students – Training Employment Pass, Work Holiday Pass, or Training Work Permit.
-

Other employer's duties

Workplace Safety

- Employers must ensure the safety of their employees at work and at their workplace. Certain requirements for hazardous work are statutorily prescribed.
- Employers are required to obtain work injury compensation insurance for all employees performing manual work or earning not more than S\$1,600 per month.

Personal Data Protection

- Employers are required to protect the personal data of their employees in accordance with the Personal Data Protection Act.

Re-Employment of Elderly Workers

- Employers must offer each employee who reaches 62 year re-employment on a yearly renewable basis until the employee turns 67 years if the employee meets certain criteria. If the employer is unable to offer re-employment, the employer must either transfer such employee's employment to another employer, or pay the employee a one-off payment of 3.5 months of the last drawn salary (subject to a minimum of S\$5,500 and maximum of S\$13,000).
-

Employees' representation

- Trade unions in Singapore are regulated in accordance to the Trade Unions Act and other related legislation administered by the Registry of Trade Unions.
 - Singapore unions are expected to adopt a "tripartite" model where the trade unions collaborate with the Government and employers to arrive at mutually acceptable arrangements.
-

Employment private agencies

- Employment agencies are required to obtain an employment agency licence to operate.
-

Global Employment Law

Category 1

Category 2

Category 3

Country specifics

- *Singapore has established an “Employment Claims Tribunal” which is empowered to hear and resolve most employment related disputes, subject to the following:*
 - *Claims must not exceed S\$20,000 (S\$30,000 if the claim is filed through a designated mediation framework);*
 - *Claims must be filed within 1 year after the dispute arose if still employed by the employer, or within 6 months from the last day of work.*
-

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Employment contract

- Must be in writing and include the following essentials: (i) work type, (ii) location where the work shall be performed, (iii) day of the work commencement, (iv) remuneration condition unless not determined according to collective agreement
-

Probation period

- Up to 3 months; up to 6 months for managerial positions
 - During the probation period the employment may terminated with immediate effect and without stating the reason
-

Fixed-term employment

- Up to 2 years; during the 2 years' period it may be extended twice
-

Remuneration

- Usually payable monthly
 - Mandatory payment in Euros (with certain limited exceptions)
-

Scheduling

- 40 hours per week (one shift operation), 38 $\frac{3}{4}$ hours per week (two shifts operation), 37 $\frac{1}{2}$ hours (three shifts operation); duration of a shift must not exceed 8 hours (12 hours in case of uneven distribution of working time); mandatory 30 minutes break after 6 hours of work; overtime limit of 150 hours (excluding the hours for which an employee received time off); various forms of flexible scheduling and working hours may be agreed on
-

Salary Surcharge

- Overtime work: 25% of average earnings or compensatory time-off
 - Public holidays: 100% of average earnings or compensatory time-off
 - Saturday: 25% of minimum salary (as of 1 May 2019 50% of minimum salary)
 - Sunday: 50% of minimum salary (as of 1 May 2019 100% of minimum salary)
-

Minimum Salary

- EUR 480 (EUR 2.759 / hour)

Statutory levies

	Employer	Employee
Social Security Insurance	25,20%	9,40%
Health insurance	10,00%	4,00%

Payment during illness

- Paid by an employer up 10th day of illness
 - 1st – 3rd day - 25% of employee's daily social security insurance base
 - 4th – 10th day – 55% of employee's daily social security insurance base
 - 11th day paid from social security insurance
-

Pension schemes

- State social security and/or private funds
 - Pension schemes organised by an employer are highly unusual
-

Annual leave

- 4 weeks (5 weeks for employees of more than 33 years of age)
 - Transfer of unused leave for further years is possible, compensation for unused leave possible only upon employment termination
-

Non-competition covenant

- Up to one year since the employment termination
 - Compulsory compensation of at the least 50% of employee's average earnings
-

Maternity protection

- Maternity leave: 34 weeks
 - Parental leave: up to 3 years since the childbirth
-

Termination

- Termination of employment is possible by (i) written agreement, (ii) termination notice by an employer or an employee, (iii) termination with immediate effect, (iv) termination in probation period
 - written agreement – the most advisable way of employment termination; (severance payment may be applicable)
 - termination notice by an employee – an employee may terminate employment at any time and without stating the reason; 2 month notice period

- o termination notice by an employer – only if statutory reasons are given (i.e. organisational changes, breach of duties, unsatisfactory work performance, health reasons); the process tends to be very formal and the termination is often contested in a court; severance payment of up to 4 months of average earning may be applicable (depending on the length of the employment); a notice period may take up to 3 months (depending on the length of the employment); not possible with protected persons (pregnant women, trade unions officials, employees temporarily unfit for work)
- o termination with immediate effect – may be used by an employer only in exceptional cases of serious breach of employee's duties; an employee may terminate the employment with immediate effect only if the remuneration is not paid within 15 days since it is due or if the employee's health is in serious risk
- o termination in the probation period – may be terminated by both an employer and an employee; no reason must be stated

Reduced-hours employment

- several schemes of reduced hours employment are possible; quasi-employment contracts (for occasional or auxiliary works) or part-time employment are used most commonly

Employment of foreigners

- EU citizens – no restrictions apply
- Non EU citizens – visa and working permits are required

Other employer's duties

- Non-discrimination
- Compliance with health and security measures

Employees' representation

- Trade unions – if established at employer's, trade unions tend to have relatively influential position
 - Work councils – have usually weaker position than trade unions and their statutory competences are weaker
 - Representative for security and health protection – controls the compliance with health protection measures.
-

Employment private agencies

- Commonly used by employers; enable wider flexibility in work force
 - Agency employees must not be discriminated in comparison with regular employees
-

Country specifics

- *Major changes in labour law are frequent*
 - *Due to lack of work force it is possible to expect a rise of salaries*
-

SPAIN

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Employment contract

- There are two types:
 - Verbal.
 - Written: it must include company & worker information; date of commencement of work; type of contract; professional category; work conditions; probation period; vacation period; remuneration; the applicable Workers' Collective Agreement; and the company & worker signatures.
- The following Employment contracts must be in writing:
 - Whenever a legal provision so demands.
 - Apprenticeship and Training contracts.
 - Part-time contract and Fixed-discontinuous contract.
 - Replacement contract and Distance contract.
 - Contract for specific work or service.
 - Contracts of workers hired in Spain at the service of Spanish companies abroad.

Probation period

- May be agreed on in writing, subject to the limits of duration which are established in the Workers' Collective Agreement.
- In the absence of agreement: up to 6 months for qualified technicians; up to 2 months for other workers.
- In companies with less than 25 workers: up to 3 months for workers who are not qualified technicians.
- The agreement establishing a Probation period must be null when the worker has already previously performed the same functions in the company under any contract type.
- During the Probation period, the worker shall have the rights and obligations corresponding to the work post occupied as though s/he formed part of the work force, except for those deriving from the dissolution of the labour relations, which may take place at the petition of either of the parties during the probation.
- Once the Probation period has elapsed without withdrawal, the contract shall take full effect, with the period of the services rendered being included in the worker's seniority.

- Situations of temporary incapacity, risk during pregnancy, maternity, adoption, custody for adoption, fostering or risk during breastfeeding and parenthood affecting the worker during the probationary period interrupt the computation of the term, if agreement is reached between both parties.
-

Fixed-term employment

- When the worker is contracted to perform a specific independent work or service with its own substance within the activity of the company: up to 3 years, which may be extended for 12 more months more due to a Workers' Collective Agreement.
 - When market circumstances, the accumulation of tasks or the excess of orders thus require, even where this concerns the normal activity of the company: up to 6 months within a period of 12 months, to be counted from the moment in which such causes arise.
-

Remuneration

- Payable on the date and in the place agreed on or in accordance with practices and customs. The period to pay may not exceed one month.
 - The right to salaries on commission shall arise the moment the deal, placement or sale in which the worker may have intervened is closed and paid, and shall be liquidated and paid at the end of the year, unless otherwise agreed on.
 - Interest for late salary payment shall be 10% of the amount owed.
 - Mandatory payment in legal tender or by cheque or any other similar mode of payment through credit entities.
-

Scheduling

- Agreed in the Workers' Collective Agreement or work contract, with a maximum duration of 40 hours per week in the yearly computation.
- Between the end of one working day and the beginning of the next, there shall be at least 12 hours.
- Daily working time may not exceed a total of 9 hours, unless another distribution of daily working time is established by Workers' Collective Agreement or by agreement between the company and the workers' representatives, respecting, in any case, the rest period between working days.
- Workers under age 18 may not work more than 8 hours per day.

- Break of at least 15 minutes during working days exceeding 6 hours.
- Break of at least 30 minutes for workers under age 18 during working day exceeding four hours and a half.
- Facilities to adapt the working life with personal and family life.

Salary surcharges

- Overtime work: payment in equivalent periods of paid rest or payment in a set amount, which cannot be inferior to the value of the ordinary working hour.
- Night work: shall have a specific compensation to be determined in the Workers' Collective Agreement, unless the salary has been established considering that the work is nocturnal by its own nature, or compensation in terms of rest may have been agreed on.
- Work on public holidays: shall be paid and not recoverable.
- Summer bonus: the amount shall be fixed by collective agreement. The amount cannot be below the current legal monthly minimum wage. It's possible to divide the bonus into 12 monthly amounts.
- Christmas bonus: the amount shall be fixed by collective agreement. The amount cannot be below the current legal monthly minimum wage. It's possible to divide the bonus into 12 monthly amounts.

Minimum Salary

- 735,90 EUR in 14 payments per year

Annual leave

- Minimum of 30 calendar days of annual paid leave.
 - The worker shall know the dates at least 2 months in advance.
 - If the annual leave coincides in time with a temporary incapacity arising from pregnancy, childbirth or natural breast-feeding, with periods of suspension with reservation of work post or with suspension of the work contract due to paternity, the worker shall have the right to enjoy holidays on a different date, even though the calendar year to which they correspond may have finished.
 - If the annual leave coincides in time with a different temporary incapacity that precludes the worker to enjoy his annual leave into the calendar working year, the worker shall have the right to enjoy holidays once finish his temporary incapacity and providing that they have not passed any more than 18 months from the end of the year in which the right was originated.
-

Statutory levies

Personal Income Tax	% rate	Social Insurance		
Paid only by the employee			Employer	Employee
0 € - 12.450 €	19%	Common Contingencies	23,60%	4,70%
12.450 € - 20.200 €	24%	Professional Contingencies	Depends on the professional activity.	-
20.200 € - 35.200 €	30%	Overtime work	12% force majeure (FM)	2.00% FM
			23,60% other causes.	4,70% OC
35.200 € - 60.000 €	37%	Unemployment	5,50% permanent contracts. (PC)	1,55% PC
			6,70% temporary contracts. (TC)	1,60% TC
			7,70% part-time contracts.	-
60.000 € ->60.000 €	45%	Social Insurance Fund (FOGASA)	0,20%	-
		Professional Training	0,60%	0,10%

Payment during illness

	Common Contingencies	Professional Contingencies
1st - 3rd day	· No salary, unless otherwise agreed.	75% of the reduced salary to be paid out by the employer since the first day until the end of the time off work.
4th - 20th day	· 60 % of the reduced salary to be paid out by the employer.	
From 21st day on	· 75% of the reduced salary to be paid out by the employer	

Pension schemes

- By the state or private funds.
 - By the employer.
-

Non-competition covenant

- Up to 2 years after termination for technical personnel and 6 months for other workers.
 - It is only valid if the following requirements are present:
 - That the employer has an actual industrial or commercial interest in such;
 - That the worker is paid an adequate economic compensation.
-

Maternity protection

- Maternity/adoption/fostering leave of 16 weeks without interruption, which may be extended by 2 weeks more for each child starting from the second in the case of multiple childbirth. This period shall be distributed at the mother's option, provided that 6 weeks are immediately subsequent to the birth of the child.
 - If both parents work, the mother, upon starting the rest period due for maternity, may elect to have the other progenitor enjoy a certain uninterrupted part of the rest period after childbirth, either simultaneously or successively with the rest period of the mother.
 - In case of risk during the pregnancy or during the natural breast-feeding period, the suspension of the contract shall end on the day that the suspension of the contract owing to biological maternity begins, or the lactating child turns 9 months old, respectively, or, in both cases, when the impossibility for the worker to be reinstated in her previous work post or another post compatible with her status disappears.
-

Termination

- By mutual agreement between the parties.
- For the reasons validly reflected in the contract.
 - Unless these constitute a manifest abuse of rights on the part of the employer.
- By expiration of the time agreed on or the completion of the work or service that is the subject of the contract.
- By the resignation of the worker.
 - With the due advance notice that Workers' Collective Agreements or the customs of the place indicate.
- By the death or serious, total, or absolute permanent disability of the worker.
- By the worker's retirement.

- By the death, retirement or incapacity of the employer.
 - In the case of death, retirement or incapacity of the employer.
 - The worker shall have the right to the payment of the amount of 1 month of salary.
 - In cases of the extinction of the legal personality of the contracting party.
 - Due to force majeure finally rendering work impossible.
 - Due to mass dismissal based on economic, technical, organizational or production reasons.
 - Through the desire of the worker, based on a contractual breach by the employer.
 - By the worker's dismissal.
 - For legally valid objective reasons.
 - Owing to the decision of a worker permanently obliged to abandon her work post as the result of having been a victim of gender violence.
-
- Possibility to dispute the validity of termination workers must file a request of conciliation within 20 working days from the last day of employment, before the Mediation, Arbitration and Conciliation unit;
 - If there is not agreement before the Mediation, Arbitration and Conciliation unit, workers have a right of file a complaint in Court.
 - Collective dismissals: specially protection for employees temporarily unfit for work, pregnant employees, employees on maternity/parental leave, trade union officials.

Collective dismissal

- Extinction of work contracts based on economic, technical, organizational or production reasons.
- In a period of 90 days, the extinction affects at least:
 - 10 workers in companies that employ less than 100 workers.
 - 10% of the number of workers in the company in those employing between 100 and 300 workers.
 - 30 workers in companies that employ 300 or more workers.
- The procedure must be initiated in writing.
- The procedure must be preceded by a consultation period of less than 30 days, or 15 in case of companies with fewer than 50 employees, with the legal representatives of the employees.
- The consultation with the legal representatives of the employees must be, at the very least, about the possibilities of avoiding or reduce the collective dismissals and attenuate its consequences using accompanying social measures.

- The communication of the opening of the consultation period will start by means of a document by the employer to the legal representatives of the employees, and one copy which must be sent to the labour authority. In this document shall be specified the following points:
 - a) The specification of the causes of the collective dismissal.
 - b) Number and professional qualification of the affected employees by the dismissal.
 - c) Number and professional qualification of the employees employed in the last year.
 - d) Period expected for the realization of the dismissals.
 - e) Criteria used for the designation of the affected employees by the dismissal.
 - f) Copy of the communication directed to the employees or their representatives.
 - g) Representatives of the employees who will be part of the negotiating committee.
 - The communication to the legal representatives of the employees and to the labour authority shall be accompanied with an Explanatory Memorandum about the causes of the collective dismissal and the other aspects, and the financial and accounts documentation and the technical dossier.
 - That agreement shall require the approval of most of the legal representative of the employees or, where appropriate, most of the members of the representative commission of the employees
 - The termination of the consultation period can finish with an agreement or without agreement; if it finishes with an agreement a Deed of Agreement must be drafted, or a Deed of Final Decision in case no agreement can be reached.
 - After the consultation period, the result of the communication period must be communicated to the labour authority and to the employees individually. In case of objection, this can be individually or collective.
-

Severance pay	Disciplinary dismissal	Objective dismissal	Collective dismissal
Fair	0 €	20 days salary per year worked, to a maximum of 12 months salary	20 days salary per year worked, to a maximum of 12 months salary
Unfair	Readmit the worker or paid...	Readmit the worker or paid...	Readmit the worker or paid...
Up to 11/02/2012	45 days salary per year worked, to a maximum of 42 months salary	45 days salary per year worked, to a maximum of 42 months salary	45 days salary per year worked, to a maximum of 42 months salary
Since 12/02/2012	33 days salary per year worked, to a maximum of 24 months salary, provided not more of 24 months have been accounted for up to 11/2/2012	33 days salary per year worked, to a maximum of 24 months salary	33 days salary per year worked, to a maximum of 24 months salary
Null	The company is obliged to readmit the worker & paid the corresponding procedural salary	The company is obliged to readmit the worker & paid the corresponding procedural salary	The company is obliged to readmit the worker & paid the corresponding procedural salary

Reduced-hours employment

- Reduction between one eighth and one half of the normal working day.
- With the corresponding reduction in salary.
- No limited employee rights.
- Maximum duration:
 - Reduction to look after children up to age of 12: until the child is 12 years old.
 - Reduction to the care of children seriously ill: until the child is 18 years old.
 - Other reasons: no limit.

Employment of foreigners

- EU citizens: no restrictions, notification of employment towards Labour Office.
- Non-EU citizens: visa and employment permit generally needed.

Other employer's duties

- Health and safety at the workplace.
- Mandatory medical examinations (pre- and post-employment and periodic) and agreement with provider of employment medical services.
- Ensure workers' free association.
- Guarantee workers' participation in the company.
- The punctual receipt of the compensation.

Global Employment Law

Employees' representation

- Trade unions, work councils, representative organizations...Concerned with workers' rights protection.
 - Minimum number of employees for establishing workers' delegates: less than 50 & more than 10 workers. There may likewise be a workers' delegate in those companies or centres with between 6 & 10 workers, if these so decide by majority.
 - Minimum number of employees for establishing works committees: shall be formed in every work centre with a census of 50 or more workers.
 - Companies with two or more work centres in the same province or in neighbouring municipalities, the censuses of which do not individually come up to 50 workers but jointly do, shall form a joint works committee.
 - Solid tradition in Spain and with an active participation in Spanish labour system.
 - Some sectors are in a strong position (metal industry, shipyards, etc).
 - By law is possible to border or to exempt the employees' representation to the Forces or armed Institutes or to other Enforcement Authorities submitted to military discipline.
-

Employment private agencies

- Enable the employer to be more flexible with number of employees.
 - Same salary and working conditions for agency employees must be guaranteed.
 - Agency employees' seniority in the company must be respected to calculate the severance pay.
-

Country specifics

- *There is a special system for domestic workers and top executives, etc*
 - *No matter the type of contract or the reason because the labor contract ends, all workers have a right a quittance at the end of the employment relation, which is different and independent of the severance pay.*
 - *Workers with a minimum of contribution period to the Social Insurance have a right to an unemployment subsidy.*
 - *Gender equality policy.*
 - *Specific collective agreements per sectors, if any, may change the general legislation.*
-

SRI LANKA

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Employment contract

- Can be in writing or by word of mouth or inferred through conduct. The terms can be expressed or implied.
 - For a Shop & Office employee, the following particulars of employment should be provided in writing: name, designation, nature of employment and grade, normal hours of work, rate and frequency of remuneration (including allowances and overtime), probationary period, normal working hours, leave, holidays and superannuation benefits, other benefits (such as medical and insurance), prospects of promotion, and other conditions of employment.
-

Probation period

- Not statutorily stipulated
 - May vary from six months to one year, depending on the nature of employment and industry.
 - The period of probation must be clearly stated in the letter of appointment, including the right to extend such period where necessary.
 - Services of an employee can be terminated without giving reasons during the probation period. A probationer can only challenge such termination as unjust only where he/she can demonstrate mala fides on the part of the employer.
-

Fixed-term employment

- Term is not statutorily stipulated
 - Automatic termination of services upon the expiry of the fixed term
 - Can be renewed for further periods. However, continuous extensions without a break in service would be construed as regular employment by a labour forum in the event of a dispute.
-

Remuneration

- Payable daily, weekly or monthly.
 - Salary assessment is possible but cannot be reduced.
 - Mode of payment or currency of payment is not prescribed by law.
-

Scheduling	<ul style="list-style-type: none">Standard for shop & office employees: 9 hours per day (inclusive of a meal interval of 1 hour)/ 45 hours a week.Wages Boards covering specific industries have determined different work hours : 48 hours, 45, 45 ½ or 46 hours depending on the industry.Overtime work: maximum 12 hours a week.	
Salary surcharges	<ul style="list-style-type: none">Overtime work: Surcharge of 1 ½ times the normal hourly wage.Work on weekly holidays: Surcharge of 1 ½ times the normal hourly wage.Work on statutory holidays: Extra day's wage and one day leave in lieu thereof.Work on poya holiday: Surcharge of 1 ½ times the normal daily wage.	
Minimum Salary	<ul style="list-style-type: none">LKR 10,000 (approx. 60 EUR) monthly or LKR 400 daily.For Wages Board employees the respective wages board may prescribe higher minimum wages.	
Statutory levies	Sri Lanka Taxes	%
	Personal Income Tax Rate	4 to 24
	EPF contribution by the employer	12
	EPF contribution by the employee	8
	ETF contribution by the employer	3
Payment during illness	<ul style="list-style-type: none">Entitled to 7 days casual with full remuneration (from second year of employment)In the first year of service: 1 casual leave for every 2 months completed	
Pensions schemes	<ul style="list-style-type: none">Public Sector - The Pension FundPrivate Sector - The Employees' Trust Fund (ETF) and the Employees' Provident Fund (EPF)	
Annual leave	<ul style="list-style-type: none">Shop & office employees: No entitlement to annual leave in the first year of service and are only availed from the second year in service. Annual leave entitlement is accrued based on the commencement of employment, as follows:<div><div>Between January 1 and March 31 of the previous year</div><div>14 days</div></div>	

Between April 1 and June 30 of the previous year
10 days
Between July 1 and September 30 of the previous year
7 days
Between October 1 and December 31 of the previous year
4 days

- Wages Boards may determine different annual leaves for different industries.

Non-competition covenant

- As stipulated in the contract of employment.

Maternity protection

- Maternity leave: 84 days of leave for the first two children (excluding weekly holidays, public holidays and full moon poya holidays) 42 days of leave for the third child onwards.
- Women in confinement have to be given light work during three months before and after confinement. Such work cannot be injurious to the health of the female worker and the child conceived.
- Services cannot be terminated on account of confinement

Termination

- Termination of the services of a workman can arise either by:
 1. Voluntary resignation by an employee;
 2. Termination of services with the approval of the Commissioner of Labour;
 3. Termination of services by the employer for justifiable grounds.
- Compensation for loss of office/ severance is payable as prescribed by Gazette where terminated under 2 above.
- Labour Tribunals may order reinstatement with back-wages or compensation in lieu thereof where termination is challenged and found to be wrongful/unjust.
- If service period is over 5 years, entitled to gratuity where employer comes within the requirements set out in the said Act.

Reduced-hours employment

- Reduced hour employment is open to negotiation between employer and employee.

Employment of foreigners

- Foreign employee requires residence visa/ work permit
-

Other employer's duties	<ul style="list-style-type: none"> • Health and safety at the workplace.
Employees' representation	<ul style="list-style-type: none"> • Trade Unions can be formed to achieve common objectives • Trade Unions must be registered under the Registrar of Trade Unions • Legally binding Collective agreements can be entered into between Trade Unions and employers or employer unions.
Employment private agencies	<ul style="list-style-type: none"> • Largely remain unregulated. • Labour forums are empowered to go beyond contractual provisions to ascertain who actual employer is by adoption of judicially designed tests (i.e. control test, integration test and economic reality test).
Country specifics	<ul style="list-style-type: none"> • <i>Employment contracts construed under contra proferentem rule</i> • <i>Justification for termination will be on an objective assessment by a labour forum notwithstanding the express provisions contained in a Contract of Employment.</i> • <i>Courts of Law are reluctant to uphold restrictive covenants post termination</i>

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Employment contract

- There is no mandatory format of employment contract and it is not necessary in writing. However, the content of an employment contract shall include the necessary conditions such as work place, work time, wages, and other items stipulated under the Enforcement Rules of the Labor Standards Act.
 - Whether the parties establish an employment relationship shall dependant on the content of the contract but could not violate the lowest requirement under the Labor Standard Act and relevant laws.
-

Probation period

- Although there is no probation period under the Labor Standard Act and relevant laws, in practice, some court judgement ruled that the employer and employee may agree in a probation period.
-

Fixed-term employment

- The fixed-term employment only applies in Temporary works, Short-term works, Seasonal works, or some Specific works.
 - When the fixed-term due and the employee continues his/her work and the employer does not immediately object, or when, despite the execution of a new contract, the total period of different fix-term contracts exceeds 90 days and the period of time between expiration of the prior contract and execution of the new one does not exceed 30 days, the fixed term contract shall be deemed as a non-fixed term upon the expiration of the contract.
-

Remuneration

- Under Labor Standard Act , wages shall be paid on a regular basis at least twice a month except otherwise agreed by the parties or when wages are paid in advance on a monthly basis. However, the parties generally would agree that the wages will be paid once per month in Taiwan.
 - Reducing Salary shall be agreed by the employee.
-

Scheduling

- Standard: 8 hours per day and 40 hours per week.
 - Day off: A employee shall have 2 regular days off every 7 days. One day is a regular leave and the other one is a rest day.
 - Distribution: for businesses (or industries) designated by the Central Competent Authority, and with the consent of a labor union, or if there is no labor union, with the approval of a labor-management conference, the employer may distribute the working hours in 2 weeks, 4 week, or 8 weeks.
 - Mandatory 30 minutes break after work for 4 continue hours.
 - Overtime:
 - Shall be with consent of a labor union, or if there is no labor union, with the approval of a labor-management conference, and the total number of overtime working hours shall not exceed 46 hours a month, but along with the standard working hours shall not exceed 12 hours per day;
 - With the consent of a labor union, or if there is no labor union, with the approval of a labor-management conference, and, if the employer has more than 30 employees, with prior report to the local competent authority for record, the overtime working hours shall be extended to no more than 54 hours per month and 138 hours every three months.
 - Employer must keep records of each individual employee's working hours.
-

Salary surcharges

- Overtime work: surcharge of at least 1/3 of regular hourly wages for overtime work no more than 2 hours of each day, and at least 2/3 of regular hourly wages from the 3rd hours of overtime work of each day.
- Work on rest days: Surcharge of working on rest day shall be at least 1/3 of regular hourly wages for work on rest day no more than 2 hours, and at least 2/3 of regular hourly wages from the 3rd hours of work on rest day.
- Work on regular leaves: employer shall not request employee work on regular leaves unless because of act of God, an accident or unexpected event; surcharge of work on regular leaves shall be at least 100% of regular daily wages
- Work on annual leaves, or public holidays: surcharge of at least 100% of regular daily wages
- Employee may, with the consent of the employer, choose to take compensatory leaves instead of salary and surcharges for overtime work or working on the day off, leaves or public holidays within limited period provide that if the compensatory leaves are still not took within the limited period shall mandatory transfer to wages.

Minimum Salary

- 22,000 NTD (approx. 730 USD) per month and 140 NTD (approx. 4.66 USD) per hour.

Statutory levies

	Employer	Employee
Health insurance	30 %	60 %
Labor insurance	20 %	70 %

Annual leave

- From 3 days to 30 days of annual paid leaves, depends on the work period of individual employee.
- Unused annual leaves of each year or upon termination of employment shall transfer to wages.
- Employee may extend the unused annual leaves into next year rather than transferring to wages, provide that if the annual leaves are still not used in next year shall mandatory transfer to wages.

Non-competition covenant

- The non-competition period shall not exceed 2 years from the termination of employment.
- The employer shall have proper business interests that shall be protected.
- The position or the job of the employee entitles him or her to have access to or be able to use the employer's trade secrets.
- The period, area, scope of occupational activities and prospective employers with respect to the non-competition limitation shall not exceed a reasonable range.
- The employer shall pay the reasonable compensation monthly for the non-competition period, the minimal compensation. The amount of compensation per month shall be no less than 50% of monthly average wage of the employees upon resignation.

Maternity protection

- Female employees may be granted maternity leave before and after childbirth or after miscarriage, and during the pregnancy, female employees may be granted leave for prenatal examination.
- Employees who have been employed for more than 6 months may apply for parental leave without pay before every of their children reach the age of three, but the parental leave shall not exceed two years. The government would grant 60% of the monthly average wage of the employees for first 6 months of the parental leave.
- Employers may allow employees a flexibility to adjust their starting and finishing work time of up to one hour of the daily regular working hours for taking care of the employees' family members.

Termination

- Termination with notice: A non-fixed term employee may terminate an employment contract by advance notice without reason; no employer shall terminate an employment contract by advance notice unless one of the following factors arises:
 - Where the employer's business is suspended, or has been transferred.
 - Where the employer's business suffers operating losses, or business contractions.
 - Where force majeure necessitates the suspension of business for more than one month.
 - Where the change of the nature of business necessitates the reduction of workforce and the terminated employees may not be reassigned to other suitable positions.
 - A particular employee is clearly not able to perform satisfactorily the duties required of the position held.
- Minimum period of advance notice:
 - Where an employee has worked continuously for more than 3 months but less than 1 year, the notice shall be given 10 days in advance.
 - Where an employee has worked continuously for more than 1 year but less than 3 years, the notice shall be given 20 days in advance.
 - Where an employee has worked continuously for more than 3 years, the notice shall be given 30 days in advance.
- After receiving the advance notice above, the employee may, during working hours, ask for leaves of absence for the purpose of finding a new job. Such leaves of absence may not exceed two work days per week. Wages shall be paid during such leaves of absence.
- Termination without notice: an employer or employee may terminate the employment contract without advance notice for some specific situations within 30 days of the date the employer or employee became knowledgeable of the situation.
- An employer terminating an employment contract by advance notice shall issue severance pay to the employee within 30 days after the employment contract is terminated in accordance to the formula below:
 - If the employee continues to work for a business entity owned by the same employer, severance pay that is equal to monthly average wage for each year of work; the average wage under the Labor Standard Act and relevant laws means the total wages for the 6 months preceding the day of termination, divided by

the total number of days in that 6-month period. In the case of working not exceeding six months, average wage means the total wages for the working period divided by the total number of days of that period. In the case of wages which are computed on a daily, hourly, or piecework basis, if the average wage figure reached according to the preceding formula is less than 60% of a figure determined by dividing the total wages for the particular service period by the actual number of work days, the average wage in this case shall be the 60% figure.

- The severance pay for the months remaining after calculation in accordance with the preceding subparagraph, or for employees who have been employed for less than one year shall be calculated proportionally; any period of employment less than a month shall be calculated as 1 month.
- Mass Redundancy: applicable for a business entity has a need to lay off its employees under some specific circumstances, and shall through specific process under the Act for Worker Protection of Mass Redundancy.
- Specially protected employees: female employees on maternity leave or employees under medical treatment for injured, incapacitated or sick due to occupational accidents.

Employment of foreigners

- Foreigners: has to apply for the work permit and work visa before starting to work in Taiwan.
- Chinese citizens: is restricted to work as an employee in Taiwan; if a foreign employer plans to appoint a Chinese citizen employee to attend meeting, implement contract, or for other limit business purpose in Taiwan, or transfer its Chinese citizen employee to Taiwanese subsidiary, such Chinese citizen employee could only apply for business visa to do the matters above.

Other employer's duties

- Employer shall protect the health and safety at the workplace under the Act of Gender Equality in Employment, Employment Service Act, Occupational Safety and Health Act., and other relevant laws.
- Personal information protection: employer shall not withhold any job applicant or employee's identification card, work certificate, or any other certifying documents, nor request them to surrender any other personal

information unrelated to the employment concerned against his/her free will. When employers ask applicants or employees to present his/her personal information, the personal interest of the applicants or employees concerned shall be respected and shall not go beyond the mandatory and specific economic necessities, or public interest protection. In addition, such request shall have appropriate and decent relation to the purposes

Employees' representation

- Unions: may classify to 3 types of Union, Corporate union, Industrial union, and Professional union.
- Unions shall be organized by no less than 30 persons.
- The awareness to organize unions is raising in Taiwan, and the influence of unions is growing up.

Country specifics

- *The employer transfers an employee shall not violate the provisions of labor contract and shall satisfy the following principles:*
 - o *The employee shall be transferred based on the needs of business operation and without improper motives or purposes. Matters not provided for herein shall be governed by other applicable statutes.*
 - o *The wages and other working conditions shall not be changed to be unfavourable to the employee concerned.*
 - o *The employee shall still be able to satisfactorily perform the duties required in terms of physical ability and skills after the transfer.*
 - o *The employer shall provide necessary assistance if the relocated workplace where is too far away for the employee concerned*
 - o *The livelihood interests of the employee and his or her family shall be considered.*

THAILAND

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Employment contract

- Written contracts are compulsory only for homeworkers. Contract may be in any language except in litigation, all documents must be translated into Thai for presentation in court.
-

Probation period

- No limit regarding period of probation. But NB Liability for severance pay after dismissal other than for statutory default arises after 4 months employment (probationary or otherwise)
-

Fixed-term employment

- Permitted. But NB liability for severance pay will still arise after the expiry of the fixed term unless (a) the work is for a particular project which is not in the normal course of business of the employer or (b) where the work is seasonal and the work is to end at the end of the season (and (c) in either case the fixed period is not more than two years and was agreed to in writing at the outset.
-

Remuneration

- Period for calculation of wages (eg daily, weekly, monthly) to be agreed between the parties. Note that the basic working week is six days of 8 hours a day. Time worked in excess of that is subject to statutory overtime pay for most categories of employees.
 - No wage reduction/substantial change in duties without employee's consent. A unilateral change by the employer could lead to a claim for constructive dismissal.
 - Currency of wages- Thai Baht unless the parties agree otherwise
-

Scheduling

- The basic working week is six days of 8 hours a day. Time worked in excess of that is subject to statutory overtime pay for most categories of employees
- After five hours of work a break of one hour must be allowed

- Ministry of Labour may cap maximum overtime in particular industries
- Overtime must be with consent of the employee with an exception where the work is a continuous process
- Employer must keep records of each individual employee's working hours

Salary surcharges

- Overtime work – If an employee works more than 8 hours on a working day he is entitled to overtime pay at 1.5 times the hourly rate (this is based on 8 hours a day in a six day week for 30 days a month)
- Overtime on public holidays – If an employee works on a public holiday he is entitled to overtime pay at double the hourly rate
- Night work – pregnant women may not work during 10pm-6pm
- Women and children may not be employed in certain occupations

Minimum Salary

- Fixed on a province-by-province basis, with variations for certain skills. From April 2018, basic wage of 308-330 Baht daily depending on the province.

Statutory levies

Social Security:

each of the employer, the employee and the government pays 5% of wages (subject to a maximum) into the Social Security Fund every month

Workmen's Compensation:

The employer pays annual contributions into the Workmen's Compensation Fund of 0.2-1% depending on the nature of the business

Private provident funds:

The parties may agree to voluntarily set up a private provident and each party agrees to pay a fixed monthly amount into the fund and to receive certain agreed benefits.

Annual leave

- All employees are entitled to 13 days paid holiday on traditional or bank holidays
- All employees are entitled to six days annual holiday after one year of employment. This may be taken or carried forward.

- Leave may also be taken for medical leave, sterilisation, essential business, national service, for training or development of knowledge, and maternity leave. Depending on the nature of leave it may be paid or unpaid.

Non-competition covenant

- There is no statutory provision on this. Practical experience shows that the court may enforce such a covenant for a maximum of three years.

Maternity protection

- A pregnant woman is entitled to 90 days maternity leave of which half is paid by the employer and half from the Social Security Fund
- With a doctor's certificate a temporary change of duties before or after childbirth is allowed
- A woman is entitled not to be dismissed by virtue of pregnancy
- A pregnant woman may not work in certain employments, or from 10pm -6am in certain employments

Termination

- An employer may summarily dismiss an employee for six permitted statutory reasons (these are all fault based) without notice or paying severance pay
 - Otherwise an employer must give notice of one pay period (pay wages in lieu) pay severance pay at statutory rates depending on the number of years of employment, pay holiday pay accrued due, and the cost of returning the employee to the place he was brought from (if he was specifically brought to work in Thailand). This is also payable when the business closes down.
 - There is a residual category of "unfair dismissal" which is entirely based on the facts of the case and within the court's discretion. If awarded, the order it will be for one month's salary for each year of employment.
 - Written notice of termination: if reasons for dismissal are given in the notice, the employer may only rely on the grounds stated in any subsequent proceedings.
 - Special rules apply where the employer relocates or the employee's skills are no longer required due to a change in technology
 - Specially protected employees: dismissal for pregnancy or for trade union membership or activities.
 - Possibility to dispute the validity of termination in court within 2 years from the date of dismissal
-

Reduced-hours employment	<ul style="list-style-type: none"> • No special rules relating to part time employment • Special rules only for homeworkers under a special statute
Employment of foreigners	<ul style="list-style-type: none"> • All foreigners need a Non-Immigrant visa and work permit for work, paid or unpaid, full time or part time. Permanent residents or holders of retirement visas still need a work permit to work • Visas may only be issued for one year at a time renewable. Work permits are generally issued for one year. Two years in special cases eg where the employer has Board of Investment promotion
Other employer's duties	<ul style="list-style-type: none"> • Health and safety at the workplace
Employees' representation	<ul style="list-style-type: none"> • Trade unions and staff associations rarely encountered in practice. • Minimum number of employees for establishing of trade unions: 10 • A Committee for occupational safety, health and environment in the workplace must be set up by any employer with 50 or more employees. The proportion of employee representatives depends on the size of the total workforce
Employment private agencies	<ul style="list-style-type: none"> • Licenses are required for any employment agency that arranges employment either within or outside Thailand • The agency will be the employer of record with duties to deduct monthly social security or withholding income tax or annual workmen's payment contributions, and liability to serve notice (or pay wages in lieu) and pay severance pay unless the circumstances of dismissal can be brought within one of the fault grounds where summary dismissal without any payment is justified under statute. • Same salary and working conditions for agency employees must be guaranteed
Country specifics	<ul style="list-style-type: none"> • <i>Generally difficult in practice to dismiss summarily. An employer usually has to pay wages in lieu of notice, severance pay at statutory rates and holiday pay accrued due</i>

Global Employment Law

- *In practice the Labour Court will encourage employers to make some offer unless the employee misconduct is gross.*
 - *Residual claim for unfair dismissal in addition. Thus important to take advice as to the procedure of dismissal*
 - *Except in special cases, severance pay liability arises even in the case of expiry of a fixed term contract.*
 - *Limited tax relief for the employer on severance pay paid out*
 - *On transfer of assets (including employees) of a business employees can only be transferred to a new employer with their consent. If their employment ceases they are entitled to severance*
 - *Directors are personally liable where a corporate employer does not perform its statutory employment duties.*
 - *No paternity rights*
 - *Limited protection against sexual harassment*
 - *Dismissal upon retirement at a certain age will also trigger severance pay at statutory rates.*
 - *Trade unions and staff associations rarely encountered*
-

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Cayman Islands, British Virgin Islands, Anguilla, St Kitts & Nevis

The Cayman Islands, British Virgin Islands (BVI) and Anguilla are United Kingdom Overseas Territories in the Caribbean. The Federation of Saint Christopher (St Kitts) and Nevis is an independent state, comprising two jurisdictions (each of which has some separate local laws). English common law applies in all five jurisdictions, augmented by locally promulgated legislation.

Employment law is based on English common law, and labour laws are aimed primarily at traditional forms of employment. People coming to work in international financial services in these islands will have employment contracts of varying sophistication which will almost invariably be based on English common law.

Some features of UK (and European) employment law are inapplicable in the Caribbean, or feature in analogous but less far-reaching legislation (regarding workers' rights, non-discrimination statutes, and so forth).

For foreign workers in all five jurisdictions, there is a work permit system for non-nationals. Temporary workers require temporary work permits, but do not have to undergo health checks that are a requirement for a full work permit.

Legal Systems

The BVI, Anguilla and St Kitts & Nevis are members of the Organisation of Eastern Caribbean States. There are local High Courts on each island, with a shared administration system based in St Lucia (where the Eastern Caribbean Court of Appeal (ECCA) is based). The ECCA is an itinerant court, which sits peripatetically during the year in the nine member states and territories. Additionally the Commercial Division of the Eastern Caribbean Supreme Court (the Commercial Court) sits in the BVI and hears high value commercial disputes.

The Cayman Islands is located in the Western Caribbean, approximately 1,750 km west of the BVI. It has its own court system.

Each of the five jurisdictions has the Judicial Committee of the Privy Council (JCPC) as its final appellate tribunal. The JCPC sits in London and typically comprises judges from the United Kingdom's Supreme Court.

Some of the jurisdictions (e.g. the Cayman Islands and BVI) have Labour Tribunals which are regularly used for local labour disputes.

Workers for Internationally Established Entities

All five jurisdictions have established, to varying degrees, internationally focused financial sectors, outside the scope of this piece. The Cayman Islands, for example, is the world's leading investment fund domicile. The BVI is well known for its highly flexible BVI Business Company (BVIBC). BVIBCs are widely used internationally as holding, trading and joint venture companies, particularly in Asia and in emerging markets. Anguilla and Nevis are smaller centres, but have established niches in areas such as asset protection (Nevis) and companies, captive insurance and (recently) blockchain-based businesses (Anguilla). St Kitts and Nevis also offers a citizenship by investment program, which amongst other things obviates the need for a work permit.

As a result, it is sometimes the case that workers outside the Caribbean may have employment contracts that are with a Caribbean-domiciled entity. Local employment law will typically govern the employment contract, but this is not always the case: for example, in the case of workers who are internationally mobile, or who are working in countries where there may be no effective or predictable employment law. In those instances the law of the employer entity (such as BVI or Cayman Islands law) is sometimes chosen, offering English common law contractual certainty but without some of the other facets of English statutory law. Such contracts need to be drafted with care, particularly in relation to governing law and forum selection clauses.

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Employment contract

- In principle, there is no form requirement, however;
 - If the contract is for a fixed term of one year or more: Must be in a written form.
 - If the contract is for indefinite or fixed term of less than a year: Can be in writing or verbal. In absence of a written contract, however, a document (in writing) including the principal terms and conditions of the employment relationship must be provided by the employer in 2 months at the latest from the commencement of the employment relationship.
 - Must include: general and special working conditions, weekly or monthly salary, benefits (if any), term of the employment (if the agreement is for a fixed term) and provisions that the parties have to comply with in the case of termination.
-

Probation period

- Up to 2 months; up to 4 months only where there is a collective bargaining agreement.
 - During the probation period both parties could terminate the contract with immediate effect and without any compensation and providing any reason.
-

Fixed-term employment

- Only where there is an “objective cause” justifying the fixed term such as a specific project.
 - In principle, cannot be renewed more than once.
-

Remuneration

- Payable monthly or in shorter terms.
 - Salary assessment: possible (required employee's written consent if it is at the expense of the employee's rights).
 - In principle, payment is in Turkish Lira but can also be agreed on a foreign currency.
-

Scheduling

- Maximum: 45 hours per week.
- Scheduling by employer, standard shift up to 11 hours.
- Up to 4 working hours: minimum 15 minutes of break.
- From 4 working hours to 7.5 working hours: minimum 30 minutes of break.
- More than 7.5 working hours: minimum 1 hour of break.
- Overtime: annual limit 270 hours with employee's consent.
- Shift work - Minimum 3 shifts in 24 hours (In the workplaces operating in the field of tourism, private security and health services, 2 shifts can be carried out in 24 hours).

Salary surcharges

- Overtime work - An extra 50% in addition to their usual hourly rate exceeding 45 hours per week. (For every hour of overtime worked, the employee may choose 30 minutes of free time instead of the extra payment).
- If the work hours of an employee are less than 45 hours per week (e.g. 35 hours), an extra 25% in addition to their usual hourly rate up to 45 hours and an extra 50% in addition to their usual hourly rate for additional overtime hours exceeding 45 hours per week.
- Balancing Method - Overtime is calculated over a specified period up to 2 months maximum. Therefore even if certain weekly working hours of an employee exceed 45 hours in various weeks, it will not be considered as "overtime working" as long as the average weekly working time over the specified period does not exceed 45 hours. The period may be increased to up to 4 months in collective labour contracts.
- Work on public holidays- An additional full day's salary for each day worked.

Minimum Salary

- The (gross) monthly minimum salary - TL 2,029.50 (approx. 370 EUR) and (net) - TL 1,603.12 (approx. 290 EUR) including the minimum living allowance (MLA)
- MLA is part of the salary that is exempted from income tax.
- The amount of MLA varies depending on the employee's status including his marital status and number of children.

Statutory levies

- Income tax applies on a progressive rate up to 35%. Furthermore, statutory social security contributions apply depending on the particulars of each employee and are subject to a maximum of approximately EUR 1,000 irrespective of the employee's income.

- Payments during illness**
- Employers are not obliged to provide sick pay to employees during sick leave.
 - Employees are entitled to compensation from third day of sickness from the state.
-

- Pension schemes**
- Group pension scheme (at employer's own discretion) – the employer make contributions (as a sponsor) on behalf of the employee as a fringe benefit.
 - Statutory auto-enrolment to an individual pension system (it is gradually progressing based on the number of employees, as from 1 January 2017) to enrol employees under the age of 45 in a private pension system. Contributions are made by employers at source from the salaries of their employees. However, the employee is entitled to opt out from the system by meeting certain requirements. Apart from the above, all employees are subject to statutory social security system.
-

- Annual leave**
- Employees who have worked for at least 1 year are entitled to paid annual leave.
 - 1 to 5 years of employment (including the fifth year): minimum 14 days per year.
 - More than 5 years to 15 years of employment: minimum 20 days per year.
 - More than 15 years of employment: minimum 26 days per year.
 - Employees who are below the age of 18 or above the age of 50: minimum 20 days per year.
 - Any unused leave shall be paid upon termination of the employment regardless of the reason for termination or the terminating party.
-

- Non-competition covenant**
- Statutory obligation while the employment contract is in place.
 - Restriction after termination is valid if there is employee's consent - Must be limited in terms of time (i.e. maximum 2 years), geographical area and the relevant services.
-

- Maternity protection**
- 16 weeks of maternity leave in total (eight weeks before and eight weeks after giving birth)
In the case of plural pregnancy, this eight-week period before birth increases by 2 weeks

- After the expiry of 16 weeks, female employees have the right to either:
 - Unpaid leave for up to 6 months; or
 - Unpaid leave for half of their weekly working hours (This is available for 60 days for the 1st birth, 120 days for the 2nd and 180 days for the 3rd birth)
 - In addition, 30 days will be added to the above mentioned periods in the case of multiple births and the period will be 360 days in a case where the child is disabled
- After the maternity leave period or unpaid leave period, employee have the right to work part-time until the first day of the month following the date child's compulsory schooling begins, by meeting certain requirements.
- Nursing leave 1,5 hours per day for children below the age of one.
- 5 days paid leave of absence with pay in the event of employee's spouse giving birth

Termination

- An employment agreement for an indefinite term : Subject to a notice requirement.
An employment agreement for a fixed term: Automatic termination (without any notice).
- In principle, termination notice is in writing.
- For an employee whose length of service:
 - Less than six months: minimum 2 weeks.
 - Between 6 and 18 months: minimum 4 weeks.
 - Between 18 months and 3 years: minimum 6 weeks.
 - More than 3 years: minimum 8 weeks.
- During the notice period: At least 2 hours per day to search for a new job (Can be taken a full day off rather than taking it on a daily basis)
- Statutory severance payment: At least one year of continuous employment in that workplace plus the termination must be due to certain reasons specified under law. The statutory severance pay amounts to one month's gross salary of the employee (this is currently capped at 5.001,76 TL (approx. 951 EUR) per year of service with that employer unless the parties agree on a higher amount).
- Annual Leave : Must be paid upon termination.
- Job Security: If the employee is benefiting from job security, then the employer must provide a valid reason for terminating the agreement such as poor performance.

- In principle, an employee with an indefinite term agreement and who is employed in a workplace with 30 or more employees and with a service period of six months benefit from job security (e.g. termination is possible where there is a reason connected with the capacity or conduct of the employee or based on the operational requirements of the workplace, such as the adoption of new technologies leading to a decrease in the need for employees).
- Dismissed employees may challenge the dismissal and claim reinstatement within one month following the date of dismissal which may lead to additional compensation at the expense of the employer according to job security rules.
- Just reasons - Unilaterally termination with immediate effect in the event of severe cases such as summary dismissal or serious health conditions.
Mutual Termination: Possible with mutual consent.
- Collective dismissals – mandatory special termination procedure for multiple redundancies.

Reduced-hours employment

- Part-time - Substantially less than that of an equivalent employee employed on a full-time employment basis (i.e. two-thirds of the regular work hours).
- The principle of equal treatment - Employers cannot discriminate between employees based on their status as full-time or part-time.
- All the same benefits in proportion to their working hours.

Employment of foreigners

- Work permit is necessary to work in Turkey.

Other employer's duties

- Occupational health and safety.
- Protection of personal rights and data.
- Equal treatment.

Employees' representation

- A trade unions and employee representatives mostly chosen as per the collective bargaining agreements.
 - Minimum number of employees for establishing a trade union is 7.
 - Collective Bargaining Contract if the union meets certain requirements such as enrolling more than half of the employees in that workplace.
-

**Employment private
agencies**

- Enable hiring for a certain period of time depending on the particulars of the business line.
-

Country specifics

- *Labour courts tend to favour employees in employment related disputes.*
-

UNITED STATES

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Employment contract

- No federal requirement for any contract.
 - Most employment is not covered by a contract but instead is “at-will” employment, in which the employer can dismiss the employee for any reason (barring certain exceptions for unlawful discrimination) and without notice and the employee can quit at any time.
 - In certain situations, employers must give notice before layoffs (Worker Adjustment and Retraining Notification (“WARN”) Act). Some states have stricter requirements.
-

Probation period

- No federal requirement.
 - Left to the employer’s discretion.
 - Most commonly seen in the context of labor unions, whereby an employer can fire an employee without cause during a probationary period (usually an employee who is part of a union cannot be discharged without cause).
-

Fixed-term employment

- Available via contract between employer and employee.
 - No rights or duties following end of any agreed fixed term except as stated in contract.
-

Remuneration

- No general federal requirement regarding timing of pay. Pay must be in cash or cash equivalent.
 - Requiring workers to kickback pay is a crime.
 - State requirements vary with regard to timing. Most common: payable weekly, bi-weekly, or semi-monthly (twice a month).
-

Scheduling

- No general restrictions on scheduling.
- Some occupations (pilots, drivers, hazardous positions, union positions) may be subject to scheduling requirements under federal law and/or union contracts.
- Youth may be subject to scheduling requirements under federal and state laws.
- Many states require meal periods be included in a schedule.

Salary surcharges

- Federal and state overtime premiums; typically, workers who qualify for overtime must be paid 1½ times their regular hourly rate starting with the 41st hour in a workweek. Many exceptions and other details apply.
 - Some union contracts and some government contracts require additional surcharges, such as hazard pay or night shift pay.
-

Minimum Salary

- Federal minimum hourly wage is \$7.25 per hour.
 - Government contractors and some recipients of federal aid subject to higher minimum wages.
 - Some states require a higher minimum wage.
 - The District of Columbia currently requires the highest minimum hourly wage, which is \$12.50 per hour. Some localities may require a higher minimum wage.
-

Statutory levies

	Employee	Employer
Health Insurance	1.45%	1.45%
Social Security Insurance	6.20%	6.20%

Payments during illness

- The Family and Medical Leave Act (FMLA) is a federal law that guarantees covered employees up to 12 weeks of unpaid leave each year for specified family and medical reasons.
 - There is no federal law that requires employers in general to provide paid sick leave, although some government contracts and union contracts require it.
 - Some states, such as Massachusetts, New York, and California, and some local jurisdictions require paid sick leave for eligible employees.
-

Pension schemes

- No federal requirement for a pension; however, if an employer chooses to provide pensions, it must offer plans that meet certain minimum standards under the federal Employee Retirement Income Security Act (ERISA).
-

Annual leave

- No general federal requirement.
 - No states' law requires an employer to provide paid or unpaid vacation time; however, some states, like California and New York, have laws governing paid and unpaid vacation time when it is offered, including restrictions on "use-it-or-lose-it" plans.
-

Non-competition covenant

- No federal law and varies by state.
 - Many states discourage such covenants and interpret them in favor of the employee.
 - California prohibits non-competition covenants unless it pertains to sale of business.
-

Maternity protection

- Under FMLA, a covered employer must provide 12 weeks of job-protected unpaid leave to eligible employees for the birth of a child.
 - Some states, like California, New Jersey, Rhode Island, and New York, require paid family leave, which includes maternity (or paternity) leave.
 - The Pregnancy Discrimination Act is a federal law that prohibits discrimination on the basis of pregnancy. Many states also have pregnancy discrimination protections.
-

Termination

- No federal requirements as long as the termination is not discriminatory or in retaliation for exercising rights relating to employment.
 - At will employment: an employee can be terminated at any time without notice unless the employee is part of a protected class and is being fired based on his or her race, religion, color, national origin, sex (including pregnancy, gender identity, and sexual orientation), age (40 or older), or disability; the U.S. Equal Employment Opportunity Commission (EEOC) is responsible for enforcement.
 - States may have additional protected classes.
-

Reduced-hours employment

- The American with Disabilities Act (ADA) requires covered employers to provide reasonable accommodation to qualifying employees, which includes a modified work schedule; however, if the employer can prove that it would be an undue hardship to modify the schedule, then the employer is not required to do so.
 - Otherwise, no federal requirements; up to the discretion of the employer unless state law sets different requirements.
-

Employment of foreigners

- Work visa, as well as a permit to work, which is known as an Employment Authorization Document (EAD), required.
- Workers seeking permanent US residency must also obtain a green card.
- Workers who have DACA status may be impacted if the Trump Administration is successful in shutting down the DACA program.

Global Employment Law

Other employer's duties	<ul style="list-style-type: none"> • Most employers must follow workplace safety rules issued by the Occupational Safety and Health Administration (OSHA).
Employees' representation	<ul style="list-style-type: none"> • Labor unions represent certain employees and engage in collective bargaining over wages, benefits, and working conditions; unions are most common for employees in the public sector.
Employment private agencies	<ul style="list-style-type: none"> • Besides the federal minimum wage, there is no federal law requiring benefits or entitlements to agency employees. • Employees hired from agencies may be deemed joint employees of the agency and agency's customer.
Country specifics	<ul style="list-style-type: none"> • <i>Although there are federal laws regarding employment, these laws often set out the minimum requirements; states usually offer greater protections and variations as they see fit.</i>

VIETNAM

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Employment contract

- Must be in writing and include the following information:
 - Name and address of the employer
 - Full name, date of birth, sex, residential address and number of ID card of the employee;
 - The nature of the work;
 - Working hours and rest time and holidays;
 - Wage, method of and time of payment of wages, allowances and other additional payments;
 - Regime for wage increases and promotion;
 - Location of the job;
 - Duration of the contract;
 - Employment protection and conditions on occupational safety and hygiene;
 - Social and health insurance and unemployment insurance; and
 - Training and skill improvement
-

Probation period

- Up to 60 days
 - During probation period both parties may terminate the employment with immediate effect without stating a reason
-

Fixed-term employment

- Up to 3 years
 - May be extended twice, each time for up to additional 3 years
-

Remuneration

- Payable monthly
 - Salary assessment: possible (allows changes without employee's consent)
 - Mandatory payment in Vietnamese Dong except for expatriates
-

Scheduling

- Standard: 8 hour per day or 48 hours per week
- Shift workers are entitled to a break of at least 12 hours between each shift

- Mandatory 30 minute rest break after consecutive 8 hours of work. This break is increased to 45 minutes if an employee is working night shift
- Overtime: annual limit 200 hours; up to 300 hours with competent authority's approval

Salary surcharges

- on normal days: at a rate of at least 150%;
- on weekly days off: at rate of at least 200%;
- on holidays and paid leave days: at a rate of at least 300%.

Minimum Salary

- Salaries to be agreed upon by the parties, but may not be lower than the minimum salaries set by the Government.
- Minimum salaries to be reviewed annually.
- As of 01 January 2018, minimum salaries are as follows:
 - o Area I (Ha Noi and Ho Chi Minh City): VND3,980,000 (approximately US\$175)
 - o Areas II, III and IV: VND3,530,000; VND3,090,000; VND2,760,000 respectively (approximately US\$155; US\$136; US\$121 respectively)

Statutory levies

	Employees	Employers
Health insurance	1.5%	3%
Social security insurance	8%	17.5%
Unemployment insurance	1%	1%

Annual leave

- Minimum of 12 days of annual paid leave. For every 5 years of employment, 1 day is added to the annual leave
- Unused leave shall be used in current calendar year. It may be carried forward to the next calendar year based on the discretion of the employer
- Upon employment termination, the employee shall be paid for unused leave

Non-competition covenant

- There are no status that govern non-competes in Vietnam. Non-competes are generally invalid and unenforceable in Vietnam
 - Enforcement of covenants depends on the type of covenants, term of labour contract or covenants as contractually agreed upon the parties
 - When an employer claims damages for breach of non-competition covenant, the employer must prove a loss resulting from the breach and a connection between the employee and the damage caused.
-

Maternity protection

- Maternity/parental leave until child reaches 6 months of age
- Female employees having children less than 12 months old shall have 1 paid hour break during working hours to feed their children.

Termination

- Immediate written termination during probation period
- Written mutual agreement
- Written notice of termination
 - Fixed term employees may terminate only on the grounds specified by law
 - Indefinite term employees may terminate any time for any or no reason.
 - Employer may terminate only on the grounds specified by law (organizational changes, economic reasons, health issues, failure to meet requirements, unsatisfactory work performance, breach of duties and dismissal); often special termination procedures must be properly complied
 - 3 working days, 30 days or 45 days' notice period depends on termination grounds and type of labour contracts.
- Minimum severance payment depends on termination grounds
 - 1 month salary for each year of employment but no less than 2 months' salary in case of termination of an employment contract as a result of organizational changes, economic reasons;
 - ½ month's salary for each year of employment In case of termination of an employment contract as result of (i) Automatic termination; (ii) Unilateral termination by the employer (except for dismissal as a violation act); and (iii) Unilateral termination by employee
- Collective termination (from 2 or more employees) as a result of organizational changes, economic reasons – a labour usage plan must be formulated and mandatory special termination procedure for multiple redundancies
- Specially protected employees: pregnant employees, employees on maternity/parental leave, trade union officials
- Possibility to dispute the validity of termination in court within 1 year from the date of discovery of the conduct which a disputing party claims breaches his/he lawful rights and interests

Reduced-hours employment

- Female employees having children less than 12 months old shall have 1 paid hour break during working hour to feed their children

- Junior workers: Maximum working hours of junior workers from 15 to below 18 years of age shall not exceed 8 hours per day and 40 hours per week and junior workers below 15 years of age shall not exceed 4 hours per day and 20 hours per week

Employment of foreigners

- Visa and employment permit generally needed

Other employer's duties

- Health and safety at the workplace
- Annual mandatory medical examinations

Employees' representation

- Trade unions, company councils for occupational safety and health protection
- Minimum number of employees for establishing of trade unions: 5 trade union's members

Employment private agencies

- Enable the employer to be more flexible with number of employees
- Same salary and working conditions for agency employees must be guaranteed
- Maximum term of agency employees is 12 months

Country specifics

- *Employment laws in Vietnam are strict and generally employee-oriented*
 - *Notice of termination possible only with statutory termination reason (even when paying out severance payment)*
 - *Termination procedures must be properly complied*
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GLOBAL EMPLOYMENT LAW FACT SHEETS

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